

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

**FORM 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the fiscal year ended December 31, 2012

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number 001-16441

**CROWN CASTLE INTERNATIONAL CORP.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation or organization)

**76-0470458**  
(I.R.S. Employer  
Identification No.)

**1220 Augusta Drive, Suite 500, Houston Texas 77057-2261**

(Address of principal executive offices) (Zip Code)

**(713) 570-3000**

(Registrant's telephone number, including area code)

Securities Registered Pursuant to  
Section 12(b) of the Act

Name of Each Exchange  
on Which Registered

Common Stock, \$.01 par value  
Rights to Purchase Series A Participating  
Cumulative Preferred Stock

New York Stock Exchange  
New York Stock Exchange

**Securities Registered Pursuant to Section 12(g) of the Act: NONE.**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicated by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a small reporting company. See definitions of a "large accelerated filer," "accelerated filer" and "smaller reporting company" in rule 12B-2 of the Exchange Act. Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant was approximately \$17.0 billion as of June 30, 2012, the last business day of the registrant's most recently completed second fiscal quarter, based on the New York Stock Exchange closing price on that day of \$58.66 per share.

**Applicable Only to Corporate Registrants**

As of February 5, 2013 there were 293,158,751 shares of Common Stock outstanding.

**Documents Incorporated by Reference**

The information required to be furnished pursuant to Part III of this Form 10-K will be set forth in, and incorporated by reference from, the registrant's definitive proxy statement for the annual meeting of stockholders (the "2013 Proxy Statement"), which will be filed with the Securities and Exchange Commission not later than 120 days after the end of the fiscal year ended December 31, 2012.

CROWN CASTLE INTERNATIONAL CORP.

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**Cautionary Language Regarding Forward-Looking Statements**

This Annual Report on Form 10-K contains forward-looking statements that are based on our management's expectations as of the filing date of this report with the Securities and Exchange Commission ("SEC"). Statements that are not historical facts are hereby identified as forward-looking statements. In addition, words such as "estimate," "anticipate," "project," "plan," "intend," "believe," "expect," "likely," "predicted," and similar expressions are intended to identify forward-looking statements. Such statements include plans, projections and estimates contained in "Item 1. Business," "Item 3. Legal Proceedings," "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" ("MD&A") and "Item 7A. Quantitative and Qualitative Disclosures About Market Risk" herein. Such forward-looking statements include (1) expectations regarding anticipated growth in the wireless communication industry, carriers' investments in their networks, new tenant additions, cancellations of customer contracts, demand for our towers, small cells and the impact of our acquisitions, (2) availability of cash flows and liquidity for, and plans regarding, future discretionary investments including capital expenditures, (3) anticipated growth in future revenues, margins, Adjusted EBITDA and operating cash flows, and (4) expectations regarding the credit markets, our availability to and cost of capital, our ability to service our debt and comply with debt covenants and the benefits of any future refinancings.

Such forward-looking statements are subject to certain risks, uncertainties and assumptions, including prevailing market conditions, the risk factors described under "Item 1A. Risk Factors" herein and other factors. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those expected.

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Unless this Form 10-K indicates otherwise or the context otherwise requires, the terms, "we," "our," "our company," "the company" or "us" as used in this Form 10-K refer to Crown Castle International Corp. ("CCIC"), a Delaware corporation organized on April 20, 1995, and its subsidiaries. Unless this Form 10-K indicates otherwise or the context otherwise requires, the terms "CCUSA" and "in the U.S." refer to our CCUSA segment while the terms "CCAL" and "in Australia" refer to our CCAL segment.

## PART I

### Item 1. *Business*

#### Overview

We own, operate and lease shared wireless infrastructure, including: (1) towers and other structures, such as rooftops (collectively, "towers"), and to a lesser extent, (2) distributed antenna systems ("DAS"), a type of small cell network ("small cells"), and (3) interests in land under third party towers in various forms ("third party land interests") (collectively, "wireless infrastructure"). Our core business is providing access, including space or capacity, to our towers, and to a lesser extent, to our small cells and third party land interests via long-term contracts in various forms, including license, sublease and lease agreements (collectively, "contracts"). Our wireless infrastructure can accommodate multiple customers ("co-location") for antennas and other equipment necessary for the transmission of signals for wireless communication devices. We seek to increase our site rental revenues by adding more tenants on our wireless infrastructure, which we expect to result in significant incremental cash flows due to our relatively fixed operating costs.

Certain information concerning our business as of December 31, 2012 is as follows:

- We owned, leased or managed approximately 31,500 towers.
- We have approximately 29,800 towers in the United States, including Puerto Rico ("U.S."), and approximately 1,700 towers in Australia.
- Approximately 59% and 74% of our towers in the U.S. are located in the 50 and 100 largest U.S. basic trading areas ("BTAs"), respectively. Our towers have a significant presence in 98 of the top 100 BTAs in the U.S. In Australia, 56% of our towers are located in seven major metropolitan areas.
- We owned in fee or had perpetual or long-term easements in the land and other property interests, including rooftops, (collectively, "land") on which approximately 38% of our site rental gross margin is derived, and we leased, subleased, managed or licensed (collectively, "leased") the land interests on which approximately 62% of our site rental gross margin is derived. The leases for the land interests under our towers had an average remaining life of approximately 30 years, weighted based on site rental gross margin.

Certain information concerning our customers and site rental contracts as of December 31, 2012 is as follows:

- Our customers include many of the world's major wireless communications companies. In the U.S., our four largest customers (Sprint Nextel ("Sprint"), AT&T, Verizon Wireless and T-Mobile USA, Inc. ("T-Mobile")) accounted for an aggregate 76% and 72% of our 2012 CCUSA and consolidated revenues, respectively. In Australia, our customers include Telstra, Optus and a joint venture between Vodafone and Hutchison ("VHA").
- Site rental revenues represented 87% of our 2012 consolidated revenues.
- Our site rental revenues are of a recurring nature, and typically in excess of 90% have been contracted for in a prior year.
- Our site rental revenues typically result from long-term contracts with (1) initial terms of five to 15 years, (2) multiple renewal periods at the option of the tenant of five to ten years each, (3) limited termination rights for our customers, and (4) contractual escalations of the rental price.
- Exclusive of renewals at the customers' option, our customer contracts have a weighted-average remaining life of approximately eight years and represent \$20 billion of expected future cash inflows.

To a lesser extent, we also provide certain network services relating to our wireless infrastructure, primarily consisting of antenna installations and subsequent augmentations, as well as additional site development services relating to our wireless infrastructure.

#### Strategy

Our strategy is to increase long-term stockholder value by translating anticipated future growth in our core business into growth of our results on a per share basis. We believe our strategy is consistent with our mission to deliver the highest level of service to our customers at all times – striving to be their critical partner as we assist them in growing efficient, ubiquitous wireless networks. The key elements of our strategy are to:

- *Organically grow the cash flows from our wireless infrastructure.* We seek to maximize the site rental cash flows derived from our wireless infrastructure by co-locating additional tenants on our wireless infrastructure through long-term contracts as our customers deploy and improve their wireless networks. We seek to maximize new tenant additions or modifications of existing installations (collectively, "new tenant additions") through our focus on customer service and deployment speed. Due to the relatively fixed nature of the costs to operate our wireless infrastructure (which tend to increase at approximately the rate of inflation), we expect increases in cash rental receipts from new tenant additions and the related subsequent impact from contracted escalations to result in growth in our operating cash flows. We believe there is considerable additional future demand for our existing wireless infrastructure assets based on their location and the anticipated growth in the wireless communications industry.
- *Allocate capital efficiently.* We seek to allocate our available capital, including the net cash provided by our operating activities, in a manner that will enhance per share results. Our discretionary investments have historically included those shown below (in no particular order):
  - purchase shares of our common stock ("common stock") from time to time;
  - acquire or construct wireless infrastructure;
  - acquire land interests under towers;
  - make improvements and structural enhancements to our existing wireless infrastructure; and
  - purchase, repay or redeem our debt.

Our long-term strategy is based on our belief that additional demand for our wireless infrastructure will be created by the expected continued growth in the wireless communications industry, which is predominately driven by the demand for wireless voice and data services by consumers. We believe that additional demand for wireless infrastructure will create future growth opportunities for us. We believe that such demand for our wireless infrastructure will continue, will result in organic growth of our cash flows due to new tenant additions on our existing wireless infrastructure, and will create other growth opportunities for us, such as demand for new wireless infrastructure.

During 2012, consumer demand for wireless data services continued to grow. As consumer demand for wireless devices such as smartphones, tablets and laptops increased, demand for voice services remained relatively constant. This growth in wireless data services is driven by increased mobile video, mobile internet usage and machine-to-machine applications. We expect that consumers' growing demands for network speed and quality will likely result in wireless carriers continuing their focus on improving network quality and expanding capacity by adding additional antennas and other equipment for the transmission of their services to wireless infrastructure or to their existing wireless networks in an effort to improve customer retention and satisfaction. Our customers have introduced, and we believe they plan to continue to deploy, next generation wireless technologies, including 3G and 4G, in response to consumer demand for high speed networks. We expect these next generation technologies and others, including long-term evolution ("LTE"), to translate into additional demand for wireless infrastructure, although the timing and rate of this growth is difficult to predict.

## **2012 Highlights and Recent Developments**

See "Item 7. MD&A" and our consolidated financial statements for a discussion of developments and activities that occurred in 2012, including issuances, repurchases and redemptions of debt and the consummation of several acquisitions, including the acquisition ("WCP acquisition") of certain subsidiaries of Wireless Capital Partners, LLC ("WCP"), the acquisition ("NextG acquisition") of NextG Networks, Inc. ("NextG") and the acquisition ("T-Mobile acquisition") of rights to towers from T-Mobile. In addition, see "Item 7. MD&A" and notes 6 and 20 of our consolidated financial statements for a discussion of subsequent events occurring in 2013 through the date of this filing, including the repurchase or redemption in January 2013 of the 9% senior notes and the 7.75% secured notes that remained outstanding as of December 31, 2012 ("January 2013 Debt Retirements").

## **The Company**

Virtually all of our operations are located in the U.S. and Australia. We conduct substantially all of our operations through subsidiaries of Crown Castle Operating Company ("CCOC"), including (1) certain subsidiaries which operate our wireless infrastructure portfolios in the U.S. and (2) a 77.6% owned subsidiary that operates our Australia tower portfolio. For more information about our operating segments, as well as financial information about the geographic areas in which we operate, see note 16 to our consolidated financial statements and "Item 7. MD&A."

### *CCUSA*

*Site Rental.* The core business of CCUSA is providing access to our wireless infrastructure. We predominately provide access to wireless carriers under long-term contracts for their antennas which transmit a variety of signals related to wireless voice and data. We believe our wireless infrastructure is integral to our customers' networks and their ability to serve their customers.

We acquired ownership interests or exclusive rights to most of our towers from the four largest wireless carriers (or their predecessors) through transactions consummated since 1999, including (1) approximately 7,100 towers from T-Mobile in 2012, (2) approximately 10,700 towers from Global Signal Inc. ("Global Signal") in 2007, of which approximately 6,600 were originally acquired from Sprint, (3) approximately 4,800 towers during 1999 to 2000 from companies now part of Verizon Wireless, (4) approximately 2,700 towers during 1999 to 2000 from companies now part of AT&T, as well as (5) other smaller acquisitions from companies now part of T-Mobile and other independent tower operators. Our small cells were predominately acquired through the acquisitions of NextG in 2012 and NewPath Networks, Inc. ("NewPath") in 2010.

We generally receive monthly rental payments from tenants, payable under long-term contracts. We have existing master lease agreements with most wireless carriers, including Verizon Wireless, AT&T, Sprint and T-Mobile; such agreements provide certain terms (including economic terms) that govern contracts on our towers entered into by such carriers during the term of their master lease agreements. Over the last several years, we have negotiated up to 15-year terms for both initial and renewal periods for certain of our customers, which often included fixed escalations. We continue to endeavor to negotiate with our existing customer base for longer contractual terms, which often may contain fixed escalation rates.

Our customer contracts have historically had a high renewal rate because (1) our wireless infrastructure is integral to our customers' networks, (2) it is generally financially unattractive for our customers to relocate their antennas and other equipment to other wireless infrastructure or to construct new wireless infrastructure, and (3) zoning and other barriers may preclude our customers from constructing new wireless infrastructure. With limited exceptions, the customer contracts may not be terminated prior to the end of their current term. In general, each customer contract which is renewable will automatically renew at the end of its term unless the customer provides prior notice of its intent not to renew. See note 15 to our consolidated financial statements for a tabular presentation of the minimum rental cash payments due to us by tenants pursuant to contract agreements without consideration of tenant renewal options.

The average monthly rental payment of a new tenant added to wireless infrastructure can vary based on (1) the different regions in the U.S., (2) aggregate customer volume, and (3) the type of signal transmitted by the tenant, primarily as a result of the physical size of the antenna installation and related equipment. In addition, with respect to our small cells, the amount of the monthly payments can also be influenced by (1) the cost of installation, including with respect to the fiber, and (2) the amount of upfront payments received. We also routinely receive rental payment increases in connection with contract amendments, pursuant to which our customers add additional antennas or other equipment to wireless infrastructure on which they already have equipment pursuant to pre-existing contract agreements.

Approximately two-thirds of our direct site operating expenses consist of lease expenses and the remainder includes property taxes, repairs and maintenance, employee compensation and related benefit costs, and utilities. Our cash operating expenses tend to escalate at approximately the rate of inflation, partially offset by reductions in cash lease expenses from our purchases of land interests. As a result of the relatively fixed nature of these expenditures, the collocation of additional tenants is achieved at a low incremental operating cost, resulting in high incremental operating cash flows. Our wireless infrastructure portfolio requires minimal sustaining capital expenditures, including maintenance and other non-discretionary capital expenditures, and are typically less than 2% of site rental revenues or an annual average over the last three years of approximately \$30 million. See note 15 to our consolidated financial statements for a tabular presentation of the rental cash payments owed by us to landlords pursuant to our contractual agreements.

*Network Services.* To a lesser extent, we also offer wireless communication companies and their agents certain network services relating to our wireless infrastructure. For 2012, 48% of network services and other revenues related to customer equipment installations and subsequent augmentation (collectively, "installation services"), and the remainder related to the following additional site development services: site acquisition, architectural and engineering, zoning and permitting, fiber installations, other construction and other services related to network development. We have grown our network service revenues over the last several years as a result of our focus on customer service, increasing our market share for installation services on our wireless infrastructure, promoting site development services, expanding the scope of our services and engaging in an increased volume resulting from carrier network upgrades. We have the capability and expertise to install, with the assistance of our network of subcontractors, equipment and antenna systems for our customers. We do not always provide the installation or site development services on our wireless infrastructure as third parties also provide these services (see also "*—Competition*" below). These activities are typically non-recurring and highly competitive, with a number of local competitors in most markets. Nearly all of our antenna installation services are billed on a cost-plus profit basis.

*Customers.* We work extensively with large national wireless carriers, and in general, our customers are primarily comprised of providers of wireless voice and data services who operate national or regional networks. The following table summarizes the net revenues from our four largest customers expressed as a percentage of our consolidated revenues for 2012. See "Item 1A. Risk Factors."

<u>Customer</u>	<u>% of 2012 CCUSA Net Revenues</u>	<u>% of 2012 Consolidated Net Revenues</u>
Sprint	25%	24%
AT&T	22%	20%
Verizon Wireless	18%	17%
T-Mobile	11%	11%
Total	76%	72%

*Sales and Marketing.* Our sales organization markets our wireless infrastructure within the wireless communications industry with the objectives of providing access to existing wireless infrastructure and to new wireless infrastructure prior to construction as well as obtaining network services related to our wireless infrastructure. We seek to become the critical partner and preferred independent wireless infrastructure provider for our customers and increase customer satisfaction relative to our peers by leveraging our (1) customer relationships, (2) process centric approach, and (3) technological tools.

A team of national account directors maintains our relationships with our largest customers. These directors work to develop wireless infrastructure leasing and network service opportunities, as well as to ensure that customers' wireless infrastructure needs are efficiently translated into new leases on our wireless infrastructure. Sales personnel in our area offices develop and maintain local relationships with our customers that are expanding their networks, entering new markets, bringing new technologies to market or requiring maintenance or add-on business. In addition to our full-time sales and marketing staff, a number of senior managers and officers spend a significant portion of their time on sales and marketing activities and call on existing and prospective customers.

We use public and proprietary databases to develop targeted marketing programs focused on carrier network expansions, including DAS, and related network services. We attempt to match specific wireless infrastructure in our portfolio with potential new site demand by obtaining and analyzing information, including our customers' existing antenna locations, tenant contracts, marketing strategies, capital spend plans, deployment status, and actual wireless carrier signal strength measurements taken in the field. We have developed a web-based tool that stores key wireless infrastructure information above and beyond normal property management information, including data on actual customer signal strength, demographics, site readiness and competitive structures. In addition, the web-based tool assists us in estimating potential demand for our wireless infrastructure with greater speed and accuracy. We believe these and other tools we have developed assist our customers in their site selection and deployment of their wireless networks and provide us with an opportunity to have proactive discussions with them regarding their wireless infrastructure deployment plans and the timing and location of their demand for our wireless infrastructure. A key aspect to our sales and marketing strategy is a continued emphasis on our process-centric approach to reduce cycle time related to new leasing and amendments, which helps provide our customers with faster deployment of their networks.

*Competition.* We compete with (1) other independent tower owners which also provide site rental and network services, (2) wireless carriers which build, own and operate their own tower networks and lease space to other wireless communication companies, and (3) owners of alternative infrastructure, including rooftops, water towers, broadcast towers, utility poles, DAS and other small cells. Some of the larger independent tower companies with which we compete in the U.S. include American Tower Corporation and SBA Communications Corporation. In addition, some wireless carriers own and operate their own tower networks, and certain of such carriers are larger and have greater financial resources than we have. We believe that tower location and capacity, deployment speed, quality of service and price have been and will continue to be the most significant competitive factors affecting the leasing of wireless infrastructure.

Competitors in our network services offering include site acquisition consultants, zoning consultants, real estate firms, right-of-way consulting firms, construction companies, tower owners and managers, radio frequency engineering consultants, telecommunications equipment vendors who can provide turnkey site development services through multiple subcontractors, and our customers' internal staff. We believe that our customers base their decisions on the outsourcing of network services on criteria such as a company's experience, track record, local reputation, price and time for completion of a project.

#### *CCAL*

Our primary business in Australia is providing access to antenna space on towers to our customers. We own 77.6% of CCAL. CCAL is the largest independent tower operator in Australia. As of December 31, 2012, CCAL had approximately 1,700 towers with 56% of such towers located in seven major metropolitan areas. The majority of CCAL's towers were acquired from Optus

(in 2000) and Vodafone (in 2001). CCAL also provides a range of services including site maintenance and property management services for towers owned by third parties.

For 2012, CCAL comprised 6% of our consolidated net revenues. CCAL's principal customers are Telstra, Optus and VHA, which collectively accounted for approximately 90% of CCAL's 2012 revenues. During 2012, the Australian government continued the development and roll out of the National Broadband Network ("NBN"). NBN is a national high-speed open-access data network under development targeting nearly all Australian premises and includes a fixed wireless broadband network expected to be deployed by 2015. We believe that the continued development of NBN may result in additional future demand for new tenant additions on CCAL's existing towers and construction of new towers.

In Australia, CCAL competes with wireless carriers, which own and operate their own tower networks; service companies that provide site maintenance and property management services; and other site owners, such as broadcasters and building owners. The other significant tower owners in Australia are Broadcast Australia, an independent operator of broadcast towers, and Telstra and Optus, wireless carriers. We believe that tower location, capacity, quality of service, deployment speed and price within a geographic market are the most significant competitive factors affecting the leasing of wireless infrastructure in Australia.

## **Employees**

At January 31, 2013, we employed approximately 1,600 people worldwide, including approximately 1,500 in the U.S. We are not a party to any collective bargaining agreements. We have not experienced any strikes or work stoppages, and management believes that our employee relations are satisfactory.

## **Regulatory and Environmental Matters**

To date, we have not incurred any material fines or penalties or experienced any material adverse effects to our business as a result of any domestic or international regulations. The summary below is based on regulations currently in effect, and such regulations are subject to review and modification by the applicable governmental authority from time to time. If we fail to comply with applicable laws and regulations, we may be fined or even lose our rights to conduct some of our business.

### *United States*

We are required to comply with a variety of federal, state and local regulations and laws in the U.S., including Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA") regulations and those discussed under "*—Environmental*" below.

*Federal Regulations.* Both the FCC and the FAA regulate towers used for wireless communications, radio and television broadcasting. Such regulations control the siting, lighting and marking of towers and may, depending on the characteristics of particular towers, require the registration of tower facilities with the FCC and the issuance of determinations confirming no hazard to air traffic. Wireless communications devices operating on towers are separately regulated and independently licensed based upon the particular frequency used. In addition, the FCC and the FAA have developed standards to consider proposals for new or modified tower and antenna structures based upon the height and location, including proximity to airports. Proposals to construct or to modify existing tower and antenna structures above certain heights are reviewed by the FAA to ensure the structure will not present a hazard to aviation, which determination may be conditioned upon compliance with lighting and marking requirements. The FCC requires its licensees to operate communications devices only on towers that comply with FAA rules and are registered with the FCC, if required by its regulations. Where tower lighting is required by FAA regulation, tower owners bear the responsibility of notifying the FAA of any tower lighting outage and ensuring the timely restoration of such outages. Failure to comply with the applicable requirements may lead to civil penalties.

*Local Regulations.* The U.S. Telecommunications Act of 1996 amended the Communications Act of 1934 to preserve state and local zoning authorities' jurisdiction over the siting of communications towers and DAS. The law, however, limits local zoning authority by prohibiting actions by local authorities that discriminate between different service providers of wireless services or ban altogether the provision of wireless services. Additionally, the law prohibits state and local restrictions based on the environmental effects of radio frequency emissions to the extent the facilities comply with FCC regulations.

Local regulations include city and other local ordinances (including subdivision and zoning ordinances), approvals for construction, modification and removal of towers and DAS, and restrictive covenants imposed by community developers. These regulations vary greatly, but typically require us to obtain approval from local officials prior to tower construction. Local zoning authorities may render decisions that prevent the construction or modification of towers or place conditions on such construction or modifications that are responsive to community residents' concerns regarding the height, visibility and other characteristics of the towers. To expedite the deployment of wireless networks, the FCC issued a declaratory ruling in 2009, which is currently under appeal, establishing timeframes for the review of applications by local and state governments of 90 days for co-locations and 150

days for new tower construction. The Middle Class Tax Relief and Job Creation Act of 2012 mandates that state and local governments must approve an eligible facility's request for the modification of an existing tower that does not substantially change the dimensions of such tower. Notwithstanding the FCC declaratory ruling and recent legislation, decisions of local zoning authorities may also adversely affect the timing and cost of wireless infrastructure construction and modification.

Some of our DAS related subsidiaries hold authorization to provide intrastate telecommunication services as competitive local exchange carriers ("CLEC") in numerous states and to provide domestic interstate telecommunication services as authorized by the FCC. These DAS subsidiaries are primarily regulated by state public service commissions which have jurisdiction over public rights-of-way. CLEC status, in certain cases, helps promote access to such public rights-of-way, which is beneficial to the deployment of our DAS on a timely basis. Status as a CLEC often allows us to deploy our DAS systems in locations where zoning restrictions might otherwise delay, restrict, or prevent building or expanding traditional wireless tower sites and traditional wireless rooftop sites.

*Environmental.* We are required to comply with a variety of federal, state and local environmental laws and regulations protecting environmental quality, including air and water quality and wildlife protection. To date, we have not incurred any material fines or penalties or experienced any material adverse effects to our business as a result of any domestic or international environmental regulations or matters. See "*Item 1A. Risk Factors.*"

The construction of new towers and, in some cases, the modification of existing towers in the U.S. may be subject to environmental review under the National Environmental Policy Act of 1969, as amended ("NEPA"), which requires federal agencies to evaluate the environmental impact of major federal actions. The FCC has promulgated regulations implementing NEPA which require applicants to investigate the potential environmental impact of the proposed tower construction. Should the proposed tower construction present a significant environmental impact, the FCC must prepare an environmental impact statement, subject to public comment. If the proposed construction or modification of a tower may have a significant impact on the environment, the FCC's approval of the construction or modification could be significantly delayed.

Our operations are subject to federal, state and local laws and regulations relating to the management, use, storage, disposal, emission, and remediation of, and exposure to, hazardous and non-hazardous substances, materials and wastes. As an owner, lessee or operator of real property, we are subject to certain environmental laws that impose strict, joint-and-several liability for the cleanup of on-site or off-site contamination relating to existing or historical operations; and we could also be subject to personal injury or property damage claims relating to such contamination. In general, our customer contracts prohibit our customers from using or storing any hazardous substances on our tower sites in violation of applicable environmental laws and require our customers to provide notice of certain environmental conditions caused by them.

As licensees and wireless infrastructure owners, we are also subject to regulations and guidelines that impose a variety of operational requirements relating to radio frequency emissions. As employers, we are subject to Occupational Safety and Health Administration (and similar occupational health and safety legislation in Australia) and similar guidelines regarding employee protection from radio frequency exposure. The potential connection between radio frequency emissions and certain negative health effects, including some forms of cancer, has been the subject of substantial study by the scientific community in recent years.

We have compliance programs and monitoring projects to help assure that we are in substantial compliance with applicable environmental laws. Nevertheless, there can be no assurance that the costs of compliance with existing or future environmental laws will not have a material adverse effect on us.

*Other Regulations.* We hold, through certain of our subsidiaries, licenses for common carrier microwave service, which are subject to additional regulation by the FCC. Our FCC license relating to our 1670-1675 MHz U.S. nationwide spectrum license ("Spectrum") contains certain conditions related to the services that may be provided thereunder, the technical equipment used in connection therewith and the circumstances under which it may be renewed. In 2007, after receiving FCC approval, we entered into a long-term lease of the Spectrum with an initial term through 2013.

#### *Australia*

*Federal Regulations.* Carrier licenses and nominated carrier declarations issued under the Australian Telecommunications Act 1997 authorize the use of network units for the supply of telecommunications services to the public. The definition of "network units" includes line links and base stations used for wireless voice services but does not include tower infrastructure. Accordingly, CCAL as a tower owner and operator does not require a carrier license under the Australian Telecommunications Act 1997. Similarly, because CCAL does not own any transmitters or spectrum, it does not currently require any apparatus or spectrum licenses issued under the Australian Radiocommunications Act 1992.



Carriers have a statutory obligation to provide other carriers with access to towers, and if there is a dispute (including a pricing dispute), the matter may be referred to the Australian Competition and Consumer Commission for resolution. As a non-carrier, CCAL is not subject to this requirement, and our customers negotiate site access on a commercial basis.

While the Australian Telecommunications Act 1997 grants certain exemptions from planning laws for the installation of "low impact facilities," newly constructed towers are expressly excluded from the definition of "low impact facilities." Accordingly, in connection with the construction of towers, CCAL is subject to state and local planning laws that vary on a site by site basis, typically requiring us to obtain approval from local government agencies prior to tower construction, subject to certain exceptions. Structural enhancements may be undertaken on behalf of a carrier without state and local planning approval under the general "maintenance power" under the Australian Telecommunications Act 1997, although these enhancements may be subject to state and local planning laws if CCAL is unable to obtain carrier cooperation to use such power. For a limited number of towers, CCAL is also required to install aircraft warning lighting in compliance with federal aviation regulations. In Australia, a carrier may arguably be able to utilize the "maintenance power" under the Australian Telecommunications Act 1997 to remain as a tenant on a tower after the expiration of a site license or sublease; however, CCAL's customer access agreements generally limit the ability of customers to do this, and, even if a carrier did utilize this power, the carrier would be required to pay for CCAL's financial loss, which would roughly equal the site rental revenues that would have otherwise been payable.

*Local Regulations.* In Australia there are various local, state and territory laws and regulations which relate to, among other things, town planning and zoning restrictions, standards and approvals for the design, construction or alteration of a structure or facility, and environmental regulations. As in the U.S., these laws vary greatly, but typically require tower owners to obtain approval from governmental bodies prior to tower construction and to comply with environmental laws on an ongoing basis.

#### **Item 1A. Risk Factors**

You should carefully consider all of the risks described below, as well as the other information contained in this document, when evaluating your investment in our securities.

***Our business depends on the demand for wireless communications and wireless infrastructure, and we may be adversely affected by any slowdown in such demand. Additionally, a reduction in carrier network investment may materially and adversely affect our business (including reducing demand for new tenant additions and network services).***

Demand for our wireless infrastructure depends on the demand for antenna space from our customers, which, in turn, depends on the demand for wireless voice and data services by their customers. The willingness of our customers to utilize our wireless infrastructure, or renew or extend existing contracts on our wireless infrastructure, is affected by numerous factors, including:

- consumer demand for wireless services;
- availability and capacity of our wireless infrastructure and associated land interests;
- location of our wireless infrastructure;
- financial condition of our customers, including their availability and cost of capital;
- willingness of our customers to maintain or increase their capital expenditures;
- increased use of network sharing, roaming, joint development, or resale agreements by our customers;
- mergers or consolidations among our customers;
- changes in, or success of, our customers' business models;
- governmental regulations, including local and state restrictions on the proliferation of wireless infrastructure;
- cost of constructing wireless infrastructure;
- technological changes, including those affecting (1) the number or type of wireless infrastructure or other communications sites needed to provide wireless communications services to a given geographic area and (2) the obsolescence of certain existing wireless networks; and
- our ability to efficiently satisfy our customers' service requirements.

A slowdown in demand for wireless communications or our wireless infrastructure may negatively impact our growth or otherwise have a material adverse effect on us. If our customers or potential customers are unable to raise adequate capital to fund their business plans, as a result of disruptions in the financial and credit markets or otherwise, they may reduce their spending, which could adversely affect our anticipated growth and the demand for our wireless infrastructure and network services.

Historically, the amount of our customers' network investment is cyclical and has varied based upon the various matters described in these risk factors. Changes in carrier network investment typically impact the demand for our wireless infrastructure. As a result, changes in carrier plans such as delays in the implementation of new systems, new technologies, including with respect to the use of small cells, or plans to expand coverage or capacity may reduce demand for our wireless infrastructure. Furthermore, the wireless communication industry could experience a slowdown or slowing growth rates as a result of numerous factors, including a reduction in consumer demand for wireless services and general economic conditions. There can be no assurances that weakness and uncertainty in the economic environment will not adversely impact the wireless communications industry, which may materially and adversely affect our business, including by reducing demand for our wireless infrastructure and network services. In addition, a slowdown may increase competition for site rental customers and network services. A wireless communications industry slowdown or a reduction in carrier network investment may materially and adversely affect our business.

***A substantial portion of our revenues is derived from a small number of customers, and the loss, consolidation or financial instability of any of our limited number of customers may materially decrease revenues and reduce demand for our wireless infrastructure and network services.***

For 2012, approximately 72% of our consolidated revenues were derived from Sprint, AT&T, Verizon Wireless and T-Mobile, which represented 24%, 20%, 17% and 11%, respectively, of our consolidated net revenues. The loss of any one of our large customers as a result of bankruptcy, insolvency, consolidation, network sharing, roaming, joint development, resale agreements by our customers, merger with other customers of ours or otherwise may result in (1) a material decrease in our revenues, (2) uncollectible account receivables, (3) an impairment of our deferred site rental receivables, wireless infrastructure assets, site rental contracts and customer relationships intangible assets, (4) inability to realize our deferred tax asset, and (5) other adverse effects to our business. We cannot guarantee that contracts with our major customers will not be terminated or that these customers will renew their contracts with us. In addition to our four largest customers in the U.S., we also derive a portion of our revenues and anticipated future growth from customers offering or contemplating offering emerging wireless services; such customers are smaller and have less financial resources than our four largest customers, have business models which may not be successful, and may require additional capital. See also "Item 1. Business—The Company."

Consolidation among our customers will likely result in duplicate or overlapping parts of networks, for example where they are co-residents on a tower, which may result in a reduction of wireless infrastructure and impact revenues from our wireless infrastructure. In addition, consolidation may result in a reduction in such customers' future capital expenditures in the aggregate because their expansion plans may be similar. Wireless carrier consolidation could decrease the demand for our wireless infrastructure, which in turn may result in a reduction in our revenues and cash flows.

*Potential Consolidations.* In October 2012, T-Mobile entered into a definitive agreement to acquire MetroPCS, subject to regulatory approval and other closing conditions. During 2012, T-Mobile and MetroPCS accounted for 11% and 4%, respectively, of our consolidated net revenues. As of December 31, 2012, T-Mobile and MetroPCS are co-residents on approximately 1,550 of our towers. Net revenues from MetroPCS on these 1,550 towers represented approximately 2% of our consolidated net revenues during 2012. In December 2012, Sprint entered into a definitive agreement to acquire the portion of Clearwire it does not already own, subject to regulatory approvals and other closing conditions. During 2012, Sprint and Clearwire accounted for 24% and 3%, respectively, of our consolidated net revenues. As of December 31, 2012, Sprint and Clearwire are co-residents on approximately 2,700 of our towers.

If consummated, in whole or in part, these potential consolidations could result in decreased revenues and reduced or delayed demand for our wireless infrastructure as a result of the anticipated integration of these networks and consolidation of duplicate or overlapping parts of the networks. We expect that any termination of customer contracts as a result of these potential acquisitions would be spread over multiple years as existing contracts expire.

*Recent Consolidations.* Sprint merged with Nextel in August 2005, resulting in the combined company's use of two separate wireless technologies. During 2010, Sprint announced Network Vision, a multi-year network enhancement project to improve network speed, quality and efficiency and consolidate their multiple network technologies, including the elimination of their narrow-band push-to-talk network, referred to as iDEN. Sprint expects the Network Vision deployment to reach 250 million people by the end of 2013. While we do not expect that any of our customers' network enhancement deployments and any related non-renewal of customer contracts anticipated in 2014 and 2015, including Sprint's Network Vision and any corresponding non-renewal iDEN leases, to have a material adverse effect on our operations and cash flows for 2013 and subsequent periods, there can be no assurances that additional or similar actions by our customers would not adversely affect our operations and cash flows in the future.

***Our substantial level of indebtedness could adversely affect our ability to react to changes in our business, and the terms of our debt instruments limit our ability to take a number of actions that our management might otherwise believe to be in our best interests. In addition, if we fail to comply with our covenants, our debt could be accelerated.***

As a result of our substantial indebtedness:

- we may be more vulnerable to general adverse economic and industry conditions;
- we may find it more difficult to obtain additional financing to fund discretionary investments and other general corporate requirements or to refinance our existing indebtedness;
- we are or will be required to dedicate a substantial portion of our cash flows from operations to the payment of principal and interest on our debt, thereby reducing the available cash flows to fund other projects, including the discretionary investments discussed in " *Item 1. Business*;"
- we may have limited flexibility in planning for, or reacting to, changes in our business and in the industry;
- we may have a competitive disadvantage relative to other companies in our industry with less debt;
- we may be required to issue equity securities or securities convertible into equity or sell some of our assets, possibly on unfavorable terms, in order to meet payment obligations; and
- we may be limited in our ability to take advantage of strategic business opportunities, including wireless infrastructure development and mergers and acquisitions.

Currently we have debt instruments in place that limit in certain circumstances our ability to incur indebtedness, pay dividends, create liens, sell assets and engage in certain mergers and acquisitions, among other things. Certain of our subsidiaries, under their debt instruments, are also required to maintain specific financial ratios. Our ability to comply with the financial ratio covenants under these instruments and to satisfy our debt obligations will depend on our future operating performance. If we fail to comply with the debt restrictions, we will be in default under those instruments, which in some cases would cause the maturity of a substantial portion of our long-term indebtedness to be accelerated. If our operating subsidiaries were to default on the debt, the trustee could seek to foreclose the collateral securing such debt, in which case we could lose the wireless infrastructure and the revenues associated with the wireless infrastructure. We are currently in compliance with our debt service coverage and leverage ratios. See "*Item 7. MD&A—Liquidity and Capital Resources—Debt Covenants*" for a further discussion of our debt covenants.

CCIC and CCOC are holding companies that conduct all of their operations through their subsidiaries. Accordingly, CCIC's and CCOC's respective sources of cash to pay interest and principal on their outstanding indebtedness are distributions relating to their respective ownership interests in their subsidiaries from the net earnings and cash flows generated by such subsidiaries or from proceeds of debt or equity offerings. Earnings and cash flows generated by their subsidiaries are first applied by such subsidiaries to conduct their operations, including servicing their respective debt obligations, after which any excess cash flows generally may be paid to such holding company, in the absence of any special conditions such as a continuing event of default. However, their subsidiaries are legally distinct from the holding companies and, unless they guarantee such debt, have no obligation to pay amounts due on their debt or to make funds available to us for such payment.

***We have a substantial amount of indebtedness. In the event we do not repay or refinance such indebtedness, we could face substantial liquidity issues and might be required to issue equity securities or securities convertible into equity securities, or sell some of our assets to meet our debt payment obligations.***

We have a substantial amount of indebtedness (approximately \$11.0 billion as of December 31, 2012, after giving effect to the January 2013 Debt Retirements), which we will need to refinance or repay. See "*Item 7. MD&A—Liquidity and Capital Resources*" for a tabular presentation of our contractual debt maturities. There can be no assurances we will be able to refinance our indebtedness on commercially reasonable terms, or terms, including with respect to interest rates, as favorable as our current debt, or at all.

Economic conditions and the credit markets continue to experience a period of volatility, uncertainty and weakness due to, among other things, the impact of uncertainty around European sovereign debt and U.S. fiscal and monetary policies. Any renewed financial turmoil, worsening credit environment, weakening of the general economy and further uncertainty could impact the availability and cost of debt financing, including with respect to any refinancing of the obligations described above and on our ability to draw the full amount of our \$1.5 billion revolving credit facility that, as of February 5, 2013, has \$247.0 million of undrawn availability.

If we are unable to refinance or renegotiate our debt, we cannot guarantee that we will be able to generate enough cash flows from operations or that we will be able to obtain enough capital to service our debt or fund our planned capital expenditures. In such an event, we could face substantial liquidity issues and might be required to issue equity securities or securities convertible into equity securities, or sell some of our assets to meet our debt payment obligations. Failure to refinance indebtedness when required could result in a default under such indebtedness. Assuming we meet certain financial ratios, we have the ability under our debt instruments to incur additional indebtedness, and any additional indebtedness we incur could exacerbate the risks described above.

***Sales or issuances of a substantial number of shares of our common stock may adversely affect the market price of our common stock.***

Future sales or issuances of a substantial number of shares of our common stock or other equity related securities may adversely affect the market price of our common stock. As of February 5, 2013, we had 293,158,751 shares of common stock outstanding, and we reserved 7.1 million shares of common stock for future issuance under our various stock compensation plans.

In addition, a small number of stockholders own a significant percentage of our outstanding common stock. If any one of these stockholders, or any group of our stockholders, sells a large quantity of shares of our common stock, or the public market perceives that existing stockholders might sell a large quantity of shares of our common stock, the market price of our common stock may significantly decline.

***As a result of competition in our industry, including from some competitors with significantly more resources or less debt than we have, we may find it more difficult to achieve favorable rental rates on our new or renewing customer contracts.***

Our growth is dependent on entering into new customer contracts as well as renewing or renegotiating customer contracts when existing customer contracts terminate. We face competition for site rental customers from various sources, including:

- other independent wireless infrastructure owners or operators, including towers, rooftops, water towers, DAS, broadcast towers and utility poles;
- wireless carriers that own and operate their own wireless infrastructure and lease antenna space to other wireless communication companies; and
- new alternative deployment methods in the wireless communication industry.

Certain wireless carriers own and operate their own tower networks, and certain of such carriers are larger and have greater financial resources than we have. Competition in our industry may make it more difficult for us to attract new customers, maintain or increase our gross margins or maintain or increase our market share.

***The business model for our small cell operations contains differences from our traditional site rental business, resulting in different operational risks. If we do not successfully operate that business model or identify and manage those operational risks, such operations may produce results that are less than anticipated.***

The business model for our small cell operations contains differences from our traditional tower operations, including differences relating to customer contract terms, landlord demographics, ownership of certain network assets, operational oversight requirements (including requirements for service level agreements regarding network performance and maintenance), applicable laws and initial gross margins (although long-term gross margins are expected to be similar).

In addition, our small cell operations have operational risks that are different from our traditional site rental business, including the (1) use of CLEC status, (2) use of public rights-of-way, (3) use of poles owned by third parties, and (4) risks relating to overbuilding. Small cells also have risks similar to our tower operations, such as there can be no assurances that new customers will co-locate on our small cells or that either our existing small cell customers or our small cell landlords will renew their contracts at the same rate as our traditional site rental business. In addition, the rate at which wireless carriers adopt small cells may be lower or slower than we anticipate. Our small cell operations will also expose us to different safety or liability risks and hazards than our traditional site rental business as a result of numerous factors, including the location and nature of the assets involved. Because small cells are comparatively new technologies and are continuing to evolve, there may be other risks related to small cells of which we are not yet aware.

As a result of the NextG acquisition in April 2012, we have significantly increased the size and scope of our small cell operations, which may exacerbate the impact of the risks described above. In addition, there can be no assurances that assets acquired in the NextG acquisition will perform as expected by us and provide us with the benefits anticipated. If the NextG assets fail to perform as expected, or if we fail to otherwise realize the anticipated benefits of the NextG acquisition, our business, financial condition or results of operations could be adversely affected.

***New technologies may significantly reduce demand for our wireless infrastructure and negatively impact our revenues.***

Improvements in the efficiency of wireless networks could reduce the demand for our wireless infrastructure. For example, signal combining technologies that permit one antenna to service multiple frequencies and, thereby, multiple customers may reduce the need for our wireless infrastructure. In addition, other technologies, such as femtocells, other small cells, and satellite transmission systems (such as low earth orbiting) may, in the future, serve as substitutes for or alternatives to leasing that might otherwise be anticipated or expected on wireless infrastructure had such technologies not existed. Any significant reduction in wireless infrastructure leasing demand resulting from the previously mentioned technologies or other technologies may negatively impact our revenues or otherwise have a material adverse effect on us.

***New wireless technologies may not deploy or be adopted by customers as rapidly or in the manner projected.***

There can be no assurances that new wireless services and technologies will be introduced or deployed as rapidly or in the manner projected by the wireless or broadcast industries. In addition, demand and customer adoption rates for such new technologies may be lower or slower than anticipated for numerous reasons. As a result, growth opportunities and demand for our wireless infrastructure as a result of such technologies may not be realized at the times or to the extent anticipated.

***If we fail to retain rights to our wireless infrastructure, including the land interests under our towers, our business may be adversely affected.***

Our property interests relating to the land interests on which our towers reside consist primarily of leasehold and sub-leasehold interests, fee interests, easements, licenses and rights-of-way. A loss of these interests may interfere with our ability to conduct our business and generate revenues. For various reasons, we may not always have the ability to access, analyze and verify all information regarding titles and other issues prior to purchasing wireless infrastructure. Further, we may not be able to renew ground leases on commercially viable terms. Our ability to retain rights to the land interests on which our towers reside depends on our ability to purchase such land or to renegotiate and extend the terms of the leases relating to such land. Approximately 9% of our site rental gross margins for the year ended December 31, 2012 are derived from towers where the leases for the land interests under such towers have final expiration dates of less than ten years. If we are unable to retain rights to the land interests on which our towers reside, our business may be adversely affected.

Approximately 6,500 of our towers are leased or operated for an initial period of 32 years (through May 2037) under master leases and subleases with Sprint. We have the option to purchase in 2037 all (but not less than all) of the Sprint towers from Sprint for approximately \$2.3 billion. Approximately 6,200 of our towers are leased or subleased or operated and managed under a master prepaid lease and other related agreements with T-Mobile with a weighted-average term of approximately 28 years, weighted on site rental gross margin. We have the option to purchase these towers from T-Mobile at the end of the respective lease or sublease terms for aggregate option payments of approximately \$2.0 billion, which payments, if exercised, would be between 2035 and 2049. Approximately 470 of our towers are subject to a lease and sublease and other related arrangements with AT&T. We have the option to purchase these towers that we do not otherwise already own at the end of their respective lease terms for aggregate option payments of up to approximately \$405 million, which payments, if exercised, would be due between 2018 and 2032 (less than \$10 million would be due before 2025). We may not have the required available capital to exercise our right to purchase some or all of these towers at the time these options are required to be exercised. Even if we do have available capital, we may choose not to exercise our right to purchase the Sprint towers or some or all of the T-Mobile towers for business or other reasons. In the event that we do not exercise these purchase rights, or are otherwise unable to acquire an interest that would allow us to continue to operate these towers after the applicable period, we will lose the cash flows derived from such towers, which may have a material adverse effect on our business. In the event that we decide to exercise these purchase rights, the benefits of the acquisition of the applicable Sprint towers or T-Mobile towers may not exceed the costs, which could adversely affect our business.

Under master lease and master prepaid lease arrangements we have with T-Mobile and Sprint, certain of our subsidiaries lease or sublease, or are otherwise granted the right to manage and operate, sites from bankruptcy remote subsidiaries of such carriers. If one of these bankruptcy remote subsidiaries nevertheless becomes a debtor in a bankruptcy proceeding and is permitted to reject the underlying ground lease, our subsidiaries could lose their interest in the applicable sites. If our subsidiaries were to lose their interest in the applicable sites or if the applicable ground leases were to be terminated, we would lose the cash flow derived from the towers on those sites, which may have a material adverse effect on our business. We have similar bankruptcy risks with respect to sites that we operate under management agreements.

***Our network services business has historically experienced significant volatility in demand, which reduces the predictability of our results.***

The operating results of our network services business for any particular period may vary significantly and should not necessarily be considered indicative of longer-term results for this activity. Our network services business may be adversely impacted by various factors including competition, economic weakness and uncertainty, our market share, and changes in the type and volume of work performed.

***The expansion and development of our business, including through acquisitions, increased product offerings and other strategic growth opportunities, may cause disruptions in our business, which may have an adverse effect on our business, operations and financial results.***

We seek to expand and develop our business, including through acquisitions (recent examples of which include the WCP acquisition, the NextG acquisition and the T-Mobile acquisition), increased product offerings and other strategic growth opportunities. In the ordinary course of our business, we review, analyze and evaluate various potential transactions and other activities in which we may engage. Such transactions and activities could cause disruptions in, increase risk or otherwise negatively impact our business. Among other things, such transaction and activities may:

- disrupt our business relationships with our customers, depending on the nature of or counterparty to such transactions and activities;
- direct the time and attention of management away from other business operations toward such transactions and activities, including integrations;
- fail to achieve revenue or margin targets, operational synergies or other benefits contemplated;
- increase operational risk or volatility in our business; or
- result in current and prospective employees experiencing uncertainty about their future roles with us, which might adversely affect our ability to retain or attract key managers and other employees.

For example, the integration of the towers from the T-Mobile acquisition is a significant undertaking and requires significant resources, as well as attention from our management team. In addition, the integration of these towers into our operations requires certain one-time costs for tasks such as tower visits and audits and ground and tenant lease verification. If we fail to successfully and efficiently integrate the towers from the T-Mobile acquisition, we may not realize the benefits we expect from the T-Mobile acquisition, and our business, financial condition and results of operations may be adversely affected.

***If we fail to comply with laws or regulations which regulate our business and which may change at any time, we may be fined or even lose our right to conduct some of our business.***

A variety of federal, state, local and foreign laws and regulations apply to our business, including those discussed in "Item 1. Business." Failure to comply with applicable requirements may lead to civil penalties or require us to assume indemnification obligations or breach contractual provisions. We cannot guarantee that existing or future laws or regulations, including state and local tax laws, will not adversely affect our business, increase delays or result in additional costs. These factors may have a material adverse effect on us.

***If radio frequency emissions from wireless handsets or equipment on our wireless infrastructure are demonstrated to cause negative health effects, potential future claims could adversely affect our operations, costs and revenues.***

The potential connection between radio frequency emissions and certain negative health effects, including some forms of cancer, has been the subject of substantial study by the scientific community in recent years. We cannot guarantee that claims relating to radio frequency emissions will not arise in the future or that the results of such studies will not be adverse to us.

Public perception of possible health risks associated with cellular and other wireless communications may slow or diminish the growth of wireless companies, which may in turn slow or diminish our growth. In particular, negative public perception of, and regulations regarding, these perceived health risks may slow or diminish the market acceptance of wireless communications services. If a connection between radio frequency emissions and possible negative health effects were established, our operations, costs and revenues may be materially and adversely affected. We currently do not maintain any significant insurance with respect to these matters.

***Certain provisions of our certificate of incorporation, by-laws and operative agreements and domestic and international competition laws may make it more difficult for a third party to acquire control of us or for us to acquire control of a third party, even if such a change in control would be beneficial to our stockholders.***

We have a number of anti-takeover devices in place that will hinder takeover attempts and may reduce the market value of our common stock. Our anti-takeover provisions include:

- a staggered board of directors;
- the authority of the board of directors to issue preferred stock without approval of the holders of our common stock; and
- advance notice requirements for director nominations and actions to be taken at annual meetings.

Our by-laws permit special meetings of the stockholders to be called only upon the request of our Chief Executive Officer or a majority of the board of directors, and deny stockholders the ability to call such meetings. Such provisions, as well as the provisions of Section 203 of the Delaware General Corporation Law, may impede a merger, consolidation, takeover or other business combination or discourage a potential acquirer from making a tender offer or otherwise attempting to obtain control of us.

In addition, domestic and international competition laws may prevent or discourage us from acquiring wireless infrastructure in certain geographical areas or impede a merger, consolidation, takeover or other business combination or discourage a potential acquirer from making a tender offer or otherwise attempting to obtain control of us.

***We may be adversely effected by exposure to changes in foreign currency exchange rates relating to our operations in Australia.***

Our Australian operations expose us to fluctuations in foreign currency exchange rates. For 2012, approximately 6% of our consolidated net revenues were denominated in Australian dollars. Over the past five years, the Australian dollar has strengthened by 18% against the U.S. dollar. We have not historically engaged in significant hedging activities relating to our Australian operations, and we may suffer future losses as a result of changes in currency exchange rates.

#### **Available Information and Certifications**

We maintain an internet website at [www.crowncastle.com](http://www.crowncastle.com). Our annual reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K (and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934) are made available, free of charge, through the investor relations section of our internet website at <http://investor.crowncastle.com> as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC.

In addition, our corporate governance guidelines, business practices and ethics policy and the charters of our Audit Committee, Compensation Committee and Nominating & Corporate Governance Committee are available through the investor relations section of our internet website at <http://www.crowncastle.com/investor/corpGovernance.asp>, and such information is also available in print to any stockholder who requests it.

We submitted the Chief Executive Officer certification required by Section 303A.12(a) of the New York Stock Exchange ("NYSE") Listed Company Manual, relating to compliance with the NYSE's corporate governance listing standards, to the NYSE on June 18, 2012 with no qualifications. We have included the certifications of our Chief Executive Officer and Chief Financial Officer required by Section 302 of the Sarbanes-Oxley Act of 2002 and related rules as Exhibits 31.1 and 31.2 to this Annual Report on Form 10-K.

#### **Item 1B. *Unresolved Staff Comments***

None.

#### **Item 2. *Properties***

##### *Offices*

Our principal corporate headquarters is owned and located in Houston, Texas. In addition, we have offices in the U.S. where we have high wireless infrastructure concentrations and an office in Sydney, Australia.

### Wireless Infrastructure

Towers are vertical metal structures generally ranging in height from 50 to 500 feet. In addition, wireless communications equipment may also be placed on building rooftops and other structures. Our towers are located on tracts of land with an average size of approximately 20,000 square feet. These tracts of land support the towers, equipment shelters and, where applicable, guyed wires to stabilize the structure. Our small cells are typically located in areas in which zoning restrictions or other barriers may prevent or delay the deployment of a tower and often are attached to public right-of-way infrastructure, including utility poles and street lights, or are located at venues and universities. Our small cells are typically DAS, which is a network of antennas for the benefit of wireless carriers and is connected by fiber to communication hubs designed to facilitate wireless communications.

See "Item 1. Business—Overview" for information regarding our wireless infrastructure portfolio including with respect to our land interests and for a discussion of the location of our towers in the U.S. and Australia, including the percentage of our U.S. towers in the top 50 and 100 BTAs. See "Item 7. MD&A—Liquidity and Capital Resources—Contractual Cash Obligations" for a tabular presentation of the remaining terms to final expiration of the leases for the land interests which we do not own and on which our towers are located as of December 31, 2012.

Approximately 78% of our debt is secured. Approximately 8,500 towers (27% of our total), as well as nearly all of the third party land interests and other assets acquired in the WCP acquisition, and their related cash flows effectively secure \$4.0 billion of our debt. Governing documents relating to another approximately 4,900 towers prevent liens from being granted on those towers without approval of a subsidiary of Verizon; however, distributions paid from the entities that own those towers also service our tower revenue notes. In addition, we have pledged the equity interests in certain subsidiaries in connection with our debt agreements. See note 6 to our consolidated financial statements.

Approximately 13,200 of our towers are leased or operated under master leases and subleases with wireless carriers, primarily Sprint and T-Mobile. We have the option to purchase these towers at the end of their respective lease terms. See note 1 to our consolidated financial statements and "Item 1A. Risk Factors" for a further discussion.

Substantially all of our wireless infrastructure can accommodate another tenant either as currently constructed or with appropriate modifications to the structure. Additionally, if so inclined as a result of a customer request for a new co-location or amendment of an existing installation, we could generally replace an existing tower with another tower in its place providing additional capacity, subject to certain restrictions. As of December 31, 2012, the average number of tenants (defined as a unique license and any related amendments thereto for count purposes) per tower is approximately 2.4 on our towers. The following is a summary of the number of existing tenants per tower as of December 31, 2012 (see "Item 7. MD&A—Accounting and Reporting Matters—Critical Accounting Policies and Estimates" for a discussion of our impairment evaluation and our towers with no tenants).

Number of Tenants	Percent of Towers
Greater than five	6%
Five	6%
Four	10%
Three	17%
Two	24%
Less than two	37%
Total	100%

### Item 3. Legal Proceedings

We are periodically involved in legal proceedings that arise in the ordinary course of business. Most of these proceedings arising in the ordinary course of business involve disputes with landlords, vendors, collection matters involving bankrupt customers, zoning and variance matters, condemnation or wrongful termination claims. While the outcome of these matters cannot be predicted with certainty, management does not expect any pending matters to have a material adverse effect on us.

### Item 4. Mine Safety Disclosures

N/A



## PART II

### Item 5. *Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities*

#### Price Range of Common Stock

Our common stock is listed and traded on the NYSE under the symbol "CCI." The following table sets forth for the calendar periods indicated the high and low sales prices per share of our common stock as reported by the NYSE.

	High	Low
<b>2012:</b>		
First Quarter	\$ 55.99	\$ 44.62
Second Quarter	59.26	51.86
Third Quarter	66.11	57.60
Fourth Quarter	72.30	63.42
<b>2011:</b>		
First Quarter	\$ 46.27	\$ 36.38
Second Quarter	44.49	39.74
Third Quarter	44.80	37.53
Fourth Quarter	44.92	38.70

As of February 5, 2013, there were approximately 850 holders of record of our common stock.

#### Dividend Policy

We have never declared or paid cash dividends on our common stock. It is our current policy to utilize our net cash provided by operating activities to engage in discretionary investments such as those discussed in *"Item 1. Business."* Periodically, our board of directors assesses the advisability of declaring and paying cash dividends at some point in the future, based on the then-current and anticipated future conditions, including our earnings, net cash provided by operating activities, capital requirements, financial condition, our relative market capitalization, taxable income, taxpayer status, and other factors deemed relevant by the board of directors. In addition, our ability to pay dividends is limited by the terms of our debt instruments under certain circumstances.

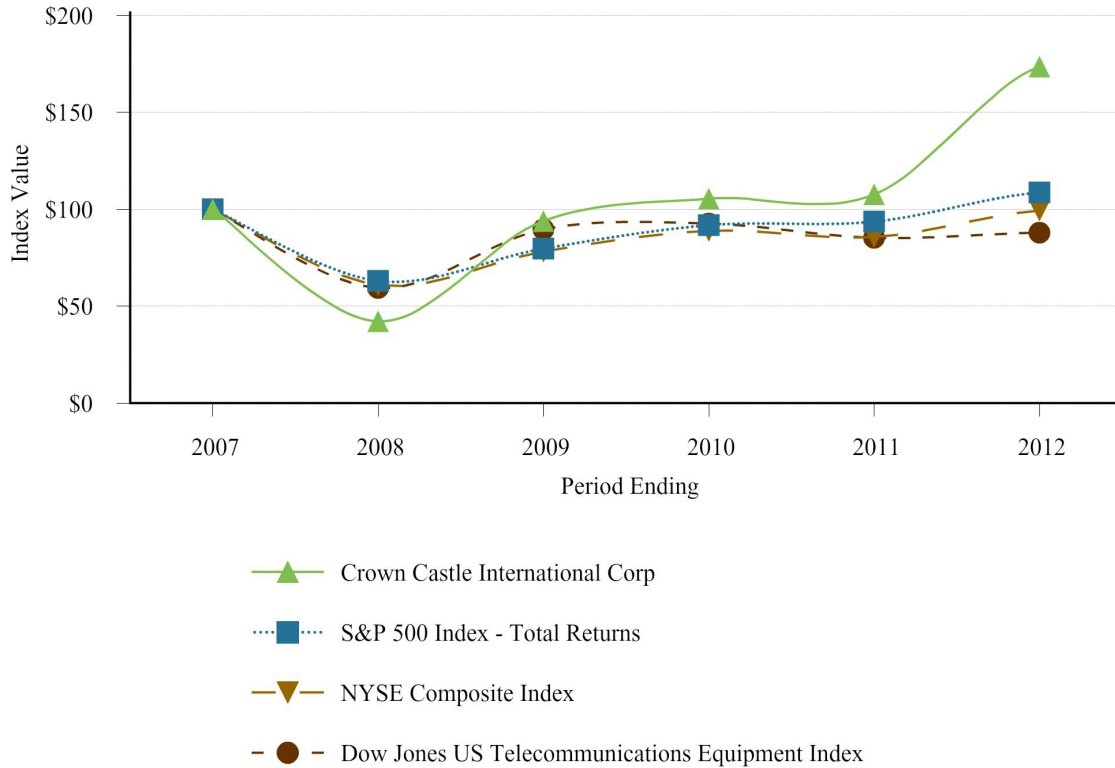
In 2012 and 2011, dividends on our 6.25% redeemable convertible preferred stock were paid utilizing approximately \$2.5 million and \$19.5 million in cash, respectively. In February 2012, we converted all of the outstanding 6.25% redeemable convertible preferred stock into shares of common stock.

#### Equity Compensation Plans

Certain information with respect to our equity compensation plans is set forth in Item 12 herein.

## Performance Graph

The following performance graph is a comparison of the five year cumulative stockholder return on our common stock against the cumulative total return of the NYSE Market Index, S&P 500 Market Index and the Dow Jones Telecommunication Equipment Index for the period commencing December 31, 2007 and ending December 31, 2012. The performance graph assumes an initial investment of \$100.0 in our common stock and in each of the indices. The performance graph and related text are based on historical data and are not necessarily indicative of future performance.



Company/Index/Market	Years Ended December 31,					
	2007	2008	2009	2010	2011	2012
Crown Castle International Corp.	\$ 100.00	\$ 42.27	\$ 93.86	\$ 105.38	\$ 107.71	\$ 173.49
NYSE Market Index	100.00	60.86	78.25	88.91	85.63	99.29
S&P 500 Market Index	100.00	63.00	79.68	91.68	93.61	108.59
DJ Telecommunication Equipment Index	100.00	59.44	89.65	92.61	85.30	87.85

The performance graph above and related text are being furnished solely to accompany this annual report on Form 10-K pursuant to Item 201(e) of Regulation S-K, and are not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and are not to be incorporated by reference into any filing of ours, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

## Item 6. Selected Financial Data

Our selected historical consolidated financial and other data set forth below for each of the five years in the period ended December 31, 2012, and as of December 31, 2012, 2011, 2010, 2009 and 2008 have been derived from our consolidated financial statements. The information set forth below should be read in conjunction with "Item 1. Business," "Item 7. MD&A" and our consolidated financial statements.

	Years Ended December 31,				
	2012 <sup>(a)</sup>	2011	2010	2009	2008
	(In thousands of dollars, except per share amounts)				
<b>Statement of Operations Data:</b>					
Net revenues:					
Site rental	\$ 2,124,190	\$ 1,853,550	\$ 1,700,761	\$ 1,543,192	\$ 1,402,559
Network services and other	308,490	179,179	177,897	142,215	123,945
Net revenues	<u>2,432,680</u>	<u>2,032,729</u>	<u>1,878,658</u>	<u>1,685,407</u>	<u>1,526,504</u>
Operating expenses:					
Costs of operations <sup>(b)</sup> :					
Site rental	539,239	481,398	467,136	456,560	456,123
Network services and other	189,750	106,987	114,241	92,808	82,452
Total costs of operations	<u>728,989</u>	<u>588,385</u>	<u>581,377</u>	<u>549,368</u>	<u>538,575</u>
General and administrative	212,572	173,493	165,356	153,072	149,586
Asset write-down charges	15,548	22,285	13,687	19,237	16,888
Acquisition and integration costs	18,298	3,310	2,102	—	2,504
Depreciation, amortization and accretion	622,592	552,951	540,771	529,739	526,442
Operating income (loss)	834,681	692,305	575,365	433,991	292,509
Interest expense and amortization of deferred financing costs <sup>(c)</sup>	(601,044)	(507,587)	(490,269)	(445,882)	(354,114)
Impairment of available-for-sale securities <sup>(d)</sup>	—	(4,216)	—	—	(55,869)
Gains (losses) on retirement of long-term obligations <sup>(c)</sup>	(131,974)	—	(138,367)	(91,079)	42
Net gain (loss) on interest rate swaps <sup>(e)</sup>	—	—	(286,435)	(92,966)	(37,888)
Interest income	4,556	666	2,204	2,967	8,336
Other income (expense)	(5,392)	(1,361)	(603)	2,446	(6,235)
Income (loss) before income taxes	100,827	179,807	(338,105)	(190,523)	(153,219)
Benefit (provision) for income taxes <sup>(f)</sup>	100,061	(8,347)	26,846	76,400	104,361
Net income (loss) <sup>(g)</sup>	200,888	171,460	(311,259)	(114,123)	(48,858)
Less: Net income (loss) attributable to the noncontrolling interest	12,304	383	(319)	209	—
Net income (loss) attributable to CCIC stockholders	188,584	171,077	(310,940)	(114,332)	(48,858)
Dividends on preferred stock and losses on purchases of preferred stock <sup>(h)</sup>	(2,629)	(22,940)	(20,806)	(20,806)	(20,806)
Net income (loss) attributable to CCIC stockholders after deduction of dividends on preferred stock and losses on purchases of preferred stock	<u>\$ 185,955</u>	<u>\$ 148,137</u>	<u>\$ (331,746)</u>	<u>\$ (135,138)</u>	<u>\$ (69,664)</u>
Net income (loss) attributable to CCIC common stockholders, after deduction of dividends on preferred stock and losses of purchases of preferred stock, per common share - basic and diluted	\$ 0.64	\$ 0.52	\$ (1.16)	\$ (0.47)	\$ (0.45)
Weighted-average common shares outstanding (in thousands):					
Basic	289,285	283,821	286,764	286,622	282,007
Diluted	291,270	285,947	286,764	286,622	282,007

**Years Ended December 31,**

	<b>2012</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>	<b>2008</b>
<b>(In thousands of dollars, except per share amounts)</b>					
<b>Other Data:</b>					
Summary cash flow information:					
Net cash provided by (used for) operating activities	\$ 772,557	\$ 643,454	\$ 603,430	\$ 571,256	\$ 513,001
Net cash provided by (used for) investing activities	(4,199,596)	(399,865)	(390,949)	(172,145)	(476,613)
Net cash provided by (used for) financing activities <sup>(c)</sup>	3,786,803	(275,712)	(866,624)	214,396	47,717
Ratio of earnings to fixed charges <sup>(i)</sup>	1.1	1.3	—	—	—
<b>Balance Sheet Data (at period end):</b>					
Cash and cash equivalents	\$ 441,364	\$ 80,120	\$ 112,531	\$ 766,146	\$ 155,219
Property and equipment, net	6,917,531	4,861,227	4,893,651	4,895,983	5,060,126
Total assets	16,088,709	10,545,096	10,469,529	10,956,606	10,361,722
Total debt and other long-term obligations <sup>(c)</sup>	11,611,242	6,885,699	6,778,894	6,579,150	6,102,189
Total CCIC stockholders' equity	2,938,746	2,386,245	2,445,373	2,936,241	2,715,865

(a) Inclusive of the impact of acquisitions. See note 3 to our consolidated financial statements.

(b) Exclusive of depreciation, amortization and accretion shown separately.

(c) Over the last five years, we have used debt to refinance other debt and fund discretionary investments such as acquisitions and purchases of common stock. We maintain debt leverage at levels that we believe optimize our weighted-average cost of capital. The following is a discussion of our debt activity during the last five years. See also " *Item 7. MD&A—Liquidity and Capital Resources—Contractual Cash Obligations* " and notes 6 and 20 to our consolidated financial statements for additional information regarding our debt, including the repurchase and redemption of the 9% senior notes and 7.75% secured notes completed in January 2013.

- During 2010 and 2009, we issued \$3.5 billion and \$2.9 billion face value of debt, respectively, and purchased and repaid \$3.4 billion and \$2.4 billion face value of debt, respectively. These refinancings extended the maturities of our debt portfolio. We incurred losses on the purchase and repayment of this debt.
- During 2012, we refinanced our credit facility, the 7.75% secured notes and the 9% senior notes, and we incurred and assumed additional debt related to our acquisitions.

(d) In 2011 and 2008, we recorded impairment charges related to an other-than-temporary decline in the value of our investment in FiberTower Corporation.

(e) The 2010 and 2009 amounts are predominately losses on various interest rate swaps that no longer qualified for hedge accounting and included swaps that were no longer economic hedges. The 2008 amount predominately represents losses on our former interest rate swaps with a subsidiary of Lehman Brothers Holdings Inc. that no longer qualified for hedge accounting. As of December 31, 2012, we had no interest rate swaps outstanding.

(f) As a result of a deferred tax liability recorded in connection with the Global Signal Merger, we recorded partial tax benefits for our losses in 2010 and full tax benefits for all of 2009 and 2008. 2008 includes tax benefits of \$74.9 million resulting from the completion of the Internal Revenue Service ("IRS") examination of our federal tax return for 2004. See note 9 to our consolidated financial statements regarding our tax position as of and for the years ended December 31, 2012 and 2011 including our reversal of valuation allowances in 2012.

(g) No cash dividends on our common stock were declared or paid in 2012, 2011, 2010, 2009 or 2008.

(h) In 2012, we converted our redeemable convertible preferred stock into shares of our common stock. See note 10 to our consolidated financial statements.

(i) For purposes of computing the ratio of earnings to fixed charges, earnings represent income (loss) before income taxes and fixed charges. Fixed charges consist of interest expense, the interest component of operating leases, amortization of deferred financing costs and dividends on preferred stock classified as liabilities. For 2010, 2009 and 2008 earnings were insufficient to cover fixed charges by \$338.1 million, \$190.5 million, and \$153.2 million, respectively.

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

### General Overview

#### Overview

We own, operate or lease shared wireless infrastructure. See "Item 1. Business" for a further discussion of our business, including our long-term strategy, certain key terms of our lease agreements and growth trends in the wireless communications industry. Site rental revenues represented 87% of our 2012 consolidated net revenues. CCUSA, our largest operating segment, accounted for 94% of our 2012 site rental revenues.

The following are certain highlights of our business fundamentals as of and for the year ended December 31, 2012:

- Potential growth resulting from wireless network expansion and new entrants
  - We expect wireless carriers will continue their focus on improving network quality and expanding capacity by adding additional antennas and other equipment on our wireless infrastructure.
  - We expect existing and potential new wireless carrier demand for our wireless infrastructure will result from (1) next generation technologies, (2) continued development of mobile internet applications, (3) adoption of other emerging and embedded wireless devices, (4) increasing smartphone penetration, and (5) wireless carrier focus on expanding coverage.
  - Substantially all of our wireless infrastructure can accommodate additional tenancy, either as currently constructed or with appropriate modifications to the structure.
  - U.S. wireless carriers continue to invest in their networks.
  - Our site rental revenues grew \$271 million, or 15%, from the full year 2011 to 2012. Our 2012 site rental revenues growth was impacted by:
    - Our acquisitions in 2012 (see note 3 of our consolidated financial statements); and
    - The fact that we have effectively pre-sold via a firm contractual commitment a significant portion of the modification of the existing installations relating to certain 4G upgrades. We have done so by increasing the future contracted revenue above that of a typical escalation over a period of time, typically a three or four year period. As a result for any given period, the increase in cash rental receipts may not translate into a corresponding increase in reported revenues from the application of straight-line revenue recognition (see note 2 of our consolidated financial statements).
  - Our 2013 site rental revenues growth will also be impacted by both of these same items that impacted our 2012 site rental revenues growth, including an approximately 13% expected contribution from the 2012 acquisitions. Additionally, we do not expect that any of our customers' network enhancement deployments and any related non-renewal of customer contracts anticipated in 2014 and 2015, including Sprint's Network Vision and any corresponding non-renewal of iDEN leases, will have a material adverse effect on our operations and cash flows for 2013 and subsequent periods.
- Site rental revenues under long-term customer contracts with contractual escalations
  - Initial terms of five to 15 years with multiple renewal periods at the option of the tenant of five to ten years each.
  - Weighted-average remaining term of approximately eight years, exclusive of renewals at the customer's option, representing approximately \$20 billion of expected future cash inflows.
- Revenues predominately from large wireless carriers
  - Verizon Wireless, AT&T, Sprint and T-Mobile accounted for 72% of consolidated revenues.
- Majority of land interests under our towers under long-term control
  - Approximately 91% and 77% of our site rental gross margin is derived from towers that we own or control for greater than ten and 20 years, respectively. The aforementioned percentages include towers that reside on land interests that are owned in fee or where we have perpetual or long-term easements, which represent approximately 38% of our site rental gross margin.
- Relatively fixed wireless infrastructure operating costs
  - Our wireless infrastructure operating costs tend to increase at approximately the rate of inflation and are not typically influenced by new tenant additions.
- Minimal sustaining capital expenditure requirements
  - Sustaining capital expenditures were \$37.1 million, which represented less than 2% of net revenues.
- Debt portfolio with long-dated maturities extended over multiple years with the majority of such debt having a fixed rate (see "Item 7A. Quantitative and Qualitative Disclosures About Market Risk" for a further discussion of our debt)
  - 70% of our debt has fixed rate coupons, after giving effect to the January 2013 Debt Retirements.

- Our debt service coverage and leverage ratios were comfortably within their respective financial maintenance and cash trap covenants. See *"Item 7. MD&A—Liquidity and Capital Resources"* for a further discussion of our debt covenants.
- Significant cash flows from operations
  - Net cash provided by operating activities was \$772.6 million.
  - We believe our core business of providing access to our wireless infrastructure can be characterized as a stable cash flow stream, which we expect to grow as a result of future demand for our wireless infrastructure.
- Capital allocated to drive long-term stockholder value (per share) (see also *"Item 7. MD&A—Liquidity and Capital Resources"* )
  - Historical discretionary investments include (in no particular order): purchasing our common stock, acquiring or constructing wireless infrastructure, acquiring land interests under our towers, improving and structurally enhancing our existing wireless infrastructure, and purchasing, repaying or redeeming our debt.
  - Discretionary investments during 2012 included the following acquisitions:
    - In September 2012, we entered into a definitive agreement with T-Mobile to acquire the exclusive rights to lease, operate or otherwise acquire approximately 7,100 T-Mobile towers for approximately \$2.5 billion. On November 30, 2012, we closed on the T-Mobile acquisition. We have the exclusive right to lease and operate the T-Mobile towers (that are otherwise not owned by the Company). In addition, we have the option to purchase such towers at the end of their respective lease terms. See note 1 of our consolidated financial statements for a further discussion of the terms of the T-Mobile lease including the purchase option. We utilized cash on hand, inclusive of the proceeds from the October 2012 issuance of the 5.25% senior notes, and borrowings under our revolving credit facility to fund the T-Mobile acquisition.
    - In April 2012, we closed on the acquisition of NextG for approximately \$1.0 billion in cash, subject to certain adjustments.
    - In January 2012, we acquired certain subsidiaries of WCP for a purchase price of \$214.7 million, including \$39.2 million of restricted cash and excluding the assumption of \$336.3 million (after fair value adjustments) of debt. Upon closing in January 2012, WCP held various contracts with wireless site owners, including approximately 2,300 ground lease related assets.
  - Other investing and financing activities during 2012 included the following:
    - Discretionary capital expenditures of \$404.3 million including wireless infrastructure improvements in order to support additional site rentals, construction of wireless infrastructure and land purchases.
    - The purchase of 0.7 million shares of common stock for \$36.0 million.
    - In January 2012, we refinanced our previously outstanding credit facility with a new credit facility that consisted of a \$1.0 billion revolving credit facility and \$2.1 billion of term loan facilities. In December 2012, we increased our revolving credit facility by \$500 million to \$1.5 billion. Borrowings under such credit facility were used to fund the cash consideration of the WCP acquisition, NextG acquisition and to partially fund the purchase and redemption of the 9% senior notes.
    - In October 2012, we issued \$1.65 billion aggregate principal amount of 5.25% senior notes due 2023 to partially fund the T-Mobile acquisition.
    - In December 2012, we extended the maturity of our debt while reducing our interest rates by issuing \$500 million aggregate principal amount of 2.381% secured notes due 2017 and \$1.0 billion aggregate principal amount of 3.849% secured notes due 2023, for an aggregate principal amount of \$1.5 billion with a blended rate of 3.36% ("2012 secured notes"), using the proceeds therefrom, together with borrowings under our credit facility, to repurchase and redeem all of the outstanding 7.75% secured notes and 9.00% senior notes.
    - Through our 2012 financing activities, we lowered our average cost of debt from 6.2% as of December 31, 2011 to 4.5% as of December 31, 2012. As a result of our financing and investing activities during 2012, including the impact of the T-Mobile acquisition, the CCIC consolidated leverage ratio increased from approximately 5.3 times as of December 31, 2011 to approximately 6.5 times as of December 31, 2012, after giving effect to the January 2013 Debt Retirements. This current CCIC consolidated leverage ratio is below our restrictive covenant of 7.0 times. As a result of the financial performance and our refinancings that lowered our cost of debt, our interest coverage ratios and debt service coverage ratios improved during 2012. See *"Item 7. MD&A—Liquidity and Capital Resources."*

## Results of Operations

The following discussion of our results of operations should be read in conjunction with "Item 1. Business," "Item 7. MD&A—Liquidity and Capital Resources" and our consolidated financial statements. The following discussion of our results of operations is based on our consolidated financial statements prepared in accordance with generally accepted accounting principles in the U.S. which require us to make estimates and judgments that affect the reported amounts (see "Item 7. MD&A—Accounting and Reporting Matters—Critical Accounting Policies and Estimates" and note 2 to our consolidated financial statements).

### Comparison of Consolidated Results

The following is a comparison of our 2012, 2011 and 2010 consolidated results of operations:

	Years Ended December 31,			Percent Change <sup>(b)</sup>	
	2012	2011	2010	2012 vs. 2011	2011 vs. 2010
	(In thousands of dollars)				
Net revenues:					
Site rental	\$ 2,124,190	\$ 1,853,550	\$ 1,700,761	15%	9 %
Network services and other	308,490	179,179	177,897	72%	1 %
Net revenues	2,432,680	2,032,729	1,878,658	20%	8 %
Operating expenses:					
Costs of operations <sup>(a)</sup> :					
Site rental	539,239	481,398	467,136	12%	3 %
Network services and other	189,750	106,987	114,241	77%	(6)%
Total costs of operations	728,989	588,385	581,377	24%	1 %
General and administrative	212,572	173,493	165,356	23%	5 %
Asset write-down charges	15,548	22,285	13,687	*	*
Acquisition and integration costs	18,298	3,310	2,102	*	*
Depreciation, amortization and accretion	622,592	552,951	540,771	13%	2 %
Total operating expenses	1,597,999	1,340,424	1,303,293	19%	3 %
Operating income (loss)	834,681	692,305	575,365	21%	20 %
Interest expense and amortization of deferred financing costs	(601,044)	(507,587)	(490,269)	*	*
Gains (losses) on retirement of long-term obligations	(131,974)	—	(138,367)	*	*
Net gain (loss) on interest rate swaps	—	—	(286,435)	*	*
Interest income	4,556	666	2,204	*	*
Other income (expense)	(5,392)	(5,577)	(603)	*	*
Income (loss) before income taxes	100,827	179,807	(338,105)	*	*
Benefit (provision) for income taxes	100,061	(8,347)	26,846	*	*
Net income (loss)	200,888	171,460	(311,259)	*	*
Less: Net income (loss) attributable to the noncontrolling interest	12,304	383	(319)	*	*
Net income (loss) attributable to CCIC stockholders	\$ 188,584	\$ 171,077	\$ (310,940)	*	*

\* Percentage is not meaningful

(a) Exclusive of depreciation, amortization and accretion shown separately.

(b) Inclusive of the impact of foreign exchange fluctuations. See "Item 7. MD&A—Results of Operations—Comparison of Operating Segments—CCAL."

2012 and 2011. Our consolidated results of operations for 2012 and 2011, respectively, predominately consist of our CCUSA segment, which accounted for (1) 94% and 94% of consolidated net revenues, (2) 94% and 94% of consolidated gross margins, and (3) 77% and 98% of consolidated net income (loss) attributable to CCIC stockholders. Our operating segment results for 2012 and 2011, including CCUSA, are discussed below (see "Item 7. MD&A—Results of Operations—Comparison of Operating Segments"). Our consolidated results of operations for 2012 were impacted by the WCP acquisition, NextG acquisition and T-Mobile acquisition which resulted in (1) increases to consolidated net revenues of \$143.3 million and (2) a net loss of \$12.6 million included in net income (loss) attributable to CCIC stockholders, which includes the impact of the debt assumed in the WCP acquisition and approximately \$16.2 million of acquisition and integration expenses, but excludes the interest expense associated with the financing to fund each of these acquisitions.

2011 and 2010. Our consolidated results of operations for 2011 and 2010, respectively, predominately consist of our CCUSA segment, which accounted for (1) 94% and 95% of consolidated net revenues, (2) 94% and 95% of consolidated gross margins, and (3) 98% and 100% of consolidated net income (loss) attributable to CCIC stockholders. Virtually all of the increase in site rental revenues resulted from wireless infrastructure we owned as of January 1, 2010. Our operating segment results for 2011 and 2010, including CCUSA, are discussed below (see "Item 7. MD&A—Results of Operations—Comparison of Operating Segments").

#### *Comparison of Operating Segments*

Our reportable operating segments for 2012 are (1) CCUSA, consisting of our U.S. operations, and (2) CCAL, our Australian operations. Our financial results are reported to management and the board of directors in this manner.

See note 16 to our consolidated financial statements for segment results and a reconciliation of net income (loss) to Adjusted EBITDA (defined below).

Our measurement of profit or loss currently used to evaluate our operating performance and operating segments is earnings before interest, taxes, depreciation, amortization and accretion, as adjusted ("Adjusted EBITDA"). Our measure of Adjusted EBITDA may not be comparable to similarly titled measures of other companies, including companies in the tower sector and other similar providers of wireless infrastructure, and is not a measure of performance calculated in accordance with U.S. generally accepted accounting principles ("GAAP").

We define Adjusted EBITDA as net income (loss) plus restructuring charges (credits), asset write-down charges, acquisition and integration costs, depreciation, amortization and accretion, amortization of prepaid lease purchase price adjustments, interest expense and amortization of deferred financing costs, gains (losses) on retirement of long-term obligations, net gain (loss) on interest rate swaps, impairment of available-for-sale securities, interest income, other income (expense), benefit (provision) for income taxes, cumulative effect of a change in accounting principle, income (loss) from discontinued operations and stock-based compensation expense (see note 12 to our consolidated financial statements). The reconciliation of Adjusted EBITDA to our net income (loss) is set forth in note 16 to our consolidated financial statements. Adjusted EBITDA is not intended as an alternative measure of operating results or cash flows from operations as determined in accordance with GAAP, and Adjusted EBITDA may not be comparable to similarly titled measures of other companies. Adjusted EBITDA is discussed further under "Item 7. MD&A—Accounting and Reporting Matters—Non-GAAP Financial Measures."

*CCUSA—2012 and 2011.* See note 3 in our consolidated financial statements for further discussion of the impact of our 2012 acquisitions.

Net revenues for 2012 increased by \$379.8 million, or 20%, from 2011. This increase in net revenues resulted from an increase in site rental revenues of \$256.1 million, or 15%, for the same periods. This increase in site rental revenues was impacted by the following items, inclusive of straight-line accounting, in no particular order: new tenant additions across our entire portfolio, renewals or extensions of customer contracts, acquisitions, escalations and cancellations of customer contracts. See "Item 7. MD&A—Accounting and Reporting Matters—Critical Accounting Policies and Estimates" for a further discussion of our revenue recognition policies. Tenant additions were influenced by the previously mentioned growth in the wireless communications industry. See also "Item 1. Business—The Company—CCUSA."

Site rental gross margins for 2012 increased by \$199.3 million, or 15%, from 2011. The increase in the site rental gross margins was related to the previously mentioned 15% increase in site rental revenues. Site rental gross margins for 2012 increased primarily as a result of (1) the high incremental margins associated with tenant additions given the relatively fixed costs to operate wireless infrastructure and (2) acquisitions. The \$199.3 million incremental margin represents 78% of the related increase in site rental revenues, inclusive of impact of acquisitions.

Network services and other revenues for 2012 increased by \$123.8 million, or 77%, from 2011, and the related gross margin increased by \$46.1 million, or 70%, from 2011. The increase in our gross margin from our network services and other revenues is a reflection of the carrier network enhancements such as LTE upgrades and the general volatility in the volume and mix of network services work. Our network services offering is of a variable nature as these revenues are not under long-term contracts.

General and administrative expenses for 2012 increased by \$33.2 million, or 22%, from 2011 but were 8% of net revenues for both 2012 and 2011. General and administrative expenses are inclusive of stock-based compensation charges, which increased \$5.7 million during 2012 primarily related to a non-recurring stock grant. See also note 12 to our consolidated financial statements. The increase in general and administrative expenses in nominal dollars was commensurate with the growth in our business as a result of our acquisitions. Typically, our general and administrative expenses do not significantly increase as a result of the co-location of additional tenants on our wireless infrastructure.



Adjusted EBITDA for 2012 increased by \$235.5 million, or 19%, from 2011. Adjusted EBITDA was positively impacted by the growth in our site rental, as well as the contributions from network services activities and acquisitions.

Depreciation, amortization and accretion for 2012 increased by \$68.7 million, or 13%, from 2011. This increase predominately resulted from the fixed asset and intangible asset additions related to the NextG acquisition and the T-Mobile acquisition.

During 2012, we completed several debt transactions, including refinancing and increasing availability under our credit facility and issuing the 5.25% senior notes and the 2012 secured notes. These financing transactions provided funding for the WCP acquisition, NextG acquisition and T-Mobile acquisition as well as refinancing certain of our debt and extending our debt maturities. As a result of repurchasing and redeeming certain of our debt, we incurred a net loss of \$132.0 million for 2012, inclusive of (1) non cash losses of \$48.1 million resulting from the write-off of deferred financing costs and discounts and (2) cash losses of \$83.9 million including with respect to make whole payments. During 2011, we had no significant debt transactions. The increase in interest expense and amortization of deferred financing costs of \$93.8 million, or 18%, in 2012 resulted predominately from the increase in debt outstanding. For a further discussion of the debt refinancings, including the impact to our results of operations for the first quarter of 2013 related to the January 2013 Debt Retirements, see notes 6, 7 and 20 to our consolidated financial statements, "*Item 7. MD&A—Liquidity and Capital Resources*" and "*Item 7A. Quantitative and Qualitative Disclosures About Market Risk.*"

Our acquisition and integration expenses for 2012 predominately related to the NextG acquisition and T-Mobile acquisition. See note 3 of our consolidated financial statements.

The benefit (provision) for income taxes for 2012 was a benefit of \$60.1 million inclusive of a valuation allowance reversal of \$115.2 million resulting from (1) the NextG acquisition and (2) our determination to reverse a portion of the valuation allowance based upon our consideration of our recent historical trends and anticipated future taxable income. For 2012 and 2011, the effective tax rate differs from the federal statutory rate predominately due to our federal deferred tax valuation allowance and the net impact of state taxes. See "*Item 7. MD&A—Accounting and Reporting Matters—Critical Accounting Policies and Estimates*" and note 9 in our consolidated financial statements.

Net income (loss) attributable to CCIC stockholders for 2012 was income of \$144.6 million compared to income of \$168.1 million for 2011. The decrease in net income was predominately due to the increase in interest expense and the net losses on the retirement of debt partially offset by (1) the growth in our existing business and (2) a change in our benefit (provision) for income taxes primarily as a result of the reversal of the U.S. federal and state deferred tax valuation allowances.

*CCAL—2012 and 2011.* The increases and decreases between 2012 and 2011 were inclusive of exchange rate fluctuations. The average exchange rate of Australian dollars expressed in U.S dollars for 2012 was approximately 1.04, an increase of approximately 1% from approximately 1.03 for the same period in the prior year. See "*Item 7A. Quantitative and Qualitative Disclosures About Market Risk.*"

Total net revenues for 2012 increased by \$20.1 million, or 16%, from 2011. Site rental revenues for 2012 increased by \$14.6 million, or 13%, from 2011. The increase in the exchange rate did not have a significant impact on the growth from 2012 from 2011. Site rental revenues were also impacted by various other factors, inclusive of straight-line accounting, including, in no particular order: tenant additions on our wireless infrastructure, renewals of customer contracts, acquisitions, escalations and cancellations of customer contracts. Net revenues were also impacted by a \$5.5 million increase in network services and other revenues.

Site rental gross margins for 2012 increased by \$13.5 million, or 18%, from 2011 and Adjusted EBITDA for 2012 increased by \$10.3 million, or 17%, from 2011. The increase in the site rental gross margin and Adjusted EBITDA were primarily due to previously mentioned growth in our site rental revenues.

Net income (loss) attributable to CCIC stockholders for 2012 was a net income of \$44.0 million, inclusive of income tax benefit of \$39.9 million resulting from the reversals of the valuation allowance related to deferred tax assets, compared to net income of \$3.0 million for 2011, inclusive of income tax provision of \$2.2 million. The increase in net income was primarily related to the change in income tax benefit (provision) and the previously mentioned increase in net revenues.

*CCUSA—2011 and 2010.* Net revenues for 2011 increased by \$130.3 million, or 7%, from 2010. This increase in net revenues resulted from an increase in site rental revenues of \$136.9 million, or 9%, for the same periods. This increase in site rental revenues was impacted by the following items, inclusive of straight-line accounting, in no particular order: new tenant additions across our entire portfolio, renewals or extensions of customer contracts, escalations and cancellations of customer contracts. See "*Item 7. MD&A—Accounting and Reporting Matters—Critical Accounting Policies and Estimates*" for a further discussion of our revenue recognition policies. Tenant additions were influenced by the previously mentioned growth in the wireless communications industry. See also "*Item 1. Business—The Company—CCUSA.*"

Site rental gross margins for 2011 increased by \$127.8 million, or 11%, from 2010. The increase in site rental gross margins was related to the previously mentioned 9% increase in site rental revenues. Site rental gross margins for 2011 increased primarily as a result of the high incremental margins associated with tenant additions given the relatively fixed costs to operate wireless infrastructure. The \$127.8 million incremental margin represents 93% of the related increase in site rental revenues.

Network services and other revenues for 2011 decreased by \$6.6 million, or 4%, from 2010, and the related gross margin increased by \$5.0 million, or 8%, from 2010. The increase in our gross margin from our network services and other revenues is a reflection of the general volatility in the volume and mix of such work. Our network services offering is of a variable nature as these revenues are not under long-term contracts.

General and administrative expenses for 2011 increased by \$3.4 million, or 2%, from 2010. General and administrative expenses are inclusive of stock-based compensation charges, as discussed further in note 12 to our consolidated financial statements. General and administrative expenses increased primarily as a result of DAS operations, driven by our acquisition of NewPath in 2010. General and administrative expenses were 8% of net revenues for both 2011 and 2010. Typically, our general and administrative expenses do not significantly increase as a result of new tenant additions on our wireless infrastructure.

Adjusted EBITDA for 2011 increased by \$125.5 million, or 11%, from 2010. Adjusted EBITDA was positively impacted by the growth in our site rental gross margin, including the high incremental site rental margin on the new tenant additions.

Depreciation, amortization and accretion for 2011 increased by \$9.2 million, or 2%, from 2010. The increase is consistent with the insignificant movement in our fixed assets and intangible assets, which did not materially change between 2011 and 2010.

During 2010, we repaid or purchased \$3.4 billion of face value of debt using cash from our issuances of debt in order to extend the maturities of our debt portfolio. As a result of purchasing and early retiring certain of our debt, we incurred a net loss of \$138.4 million for 2010, inclusive of make whole payments. During 2010, we realized losses on interest rate swaps of \$286.4 million, which predominately resulted from an increase in the liability for those swaps not subject to hedge accounting due to changes in the LIBOR yield curve. All of our forward-starting swaps were settled during 2010, so no further cash outflows associated with these swaps will occur. The increase in interest expense and amortization of deferred financing costs of \$18.4 million, or 4%, in 2011 resulted predominately from a \$17.5 million increase in the amortization of interest rate swaps primarily related to the loss realized in 2010 on the swaps hedging the refinancing of the 2006 tower revenue notes. For a further discussion of the debt refinancings and the interest rate swaps see notes 6 and 7 to our consolidated financial statements.

Benefit (provision) for income taxes for 2011 was a provision of \$6.1 million compared to a benefit of \$28.8 million for 2010. For 2011 and 2010, the effective tax rate differs from the statutory rate predominately due to our federal deferred valuation allowances. In addition, 2010 included \$19.8 million of federal tax benefits recorded predominately as a result of discrete events, including acquisitions.

Net income (loss) attributable to CCIC stockholders for 2011 was income of \$168.1 million. Net income (loss) attributable to CCIC stockholders for 2010 was a loss of \$310.2 million, inclusive of (1) net losses from interest rate swaps of \$286.4 million and (2) net losses from repayments and purchases and early retirement of debt of \$138.4 million. The change from net loss to net income was predominately due to (1) the previously mentioned charges and (2) growth in our core business.

*CCAL—2011 and 2010.* The increases and decreases between 2011 and 2010 are inclusive of exchange rate fluctuations. The average exchange rate of Australian dollars to U.S dollars for 2011 was approximately 1.03, an increase of 12% from approximately 0.92 for the same period in the prior year. See "Item 7A. Quantitative and Qualitative Disclosures About Market Risk."

Total net revenues for 2011 increased by \$23.8 million, or 23%, from 2010. Site rental revenues for 2011 increased by \$15.9 million, or 17%, from 2010. The increase in the exchange rate positively impacted net revenues and site rental revenues by approximately \$13.9 million and \$11.9 million, respectively, and accounted for an increase of 14% and 13%, respectively, for 2011 from 2010. Site rental revenues were also impacted by various other factors inclusive of straight-line accounting, including, in no particular order: new tenant additions on our wireless infrastructure, renewals of customer contracts, escalations and cancellations of customer contracts. Net revenues were also impacted by a \$7.9 million increase in network services and other revenues.

Site rental gross margins increased by \$10.7 million, or 17%, for 2011 from \$63.3 million, and Adjusted EBITDA for 2011 increased by \$9.4 million, or 18%, from \$53.0 million. The increase in the site rental gross margin and Adjusted EBITDA were primarily due to exchange rate fluctuations.

Net income (loss) attributable to CCIC stockholders for 2011 was a net income of \$3.0 million, compared to a net loss of \$0.7 million for 2010. The change from net loss to net income was primarily related to previously mentioned increase in net revenues.

## Liquidity and Capital Resources

### Overview

*General.* We believe our core business can be characterized as a stable cash flow stream, generated by revenues under long-term contracts (see "Item 7. MD&A—General Overview—Overview"). Since we became a public company in 1998, our cumulative net cash provided by operating activities (net of cash interest payments) has exceeded our capital expenditures and provided us with cash available for discretionary investments. For the foreseeable future, we expect to continue to generate net cash provided by operating activities that exceeds our capital expenditures and will be available for discretionary investments. In addition to investing net cash provided by operating activities, in certain circumstances, we may also use debt financings and issuances of equity or equity related securities to fund discretionary investments.

We seek to allocate the net cash provided by our operating activities in a manner that will enhance per share results. Our historical discretionary investments include (in no particular order): purchasing our common stock, acquiring or constructing wireless infrastructure, acquiring land interests under towers, improving and structurally enhancing our existing wireless infrastructure, and purchasing, repaying or redeeming our debt.

We seek to maintain a capital structure that we believe drives long-term stockholder value and optimizes our weighted-average cost of capital. We target a leverage ratio of approximately four to six times Adjusted EBITDA and interest coverage of approximately three times Adjusted EBITDA, subject to various factors such as the availability and cost of capital and the potential long-term return on our discretionary investments. We may choose to increase or decrease our leverage and coverage from these targets for various periods of time. See our discussion of the impact of the T-Mobile acquisition on our leverage in "Item 7. MD&A—General Overview—Overview."

We have never declared or paid cash dividends on our common stock. Currently we endeavor to utilize our net cash provided by operating activities to engage in discretionary investments. We seek to maintain flexibility in our discretionary investments with both net cash provided by operating activities and cash available from financing capacity. Periodically, our board of directors assesses the advisability of declaring and paying cash dividends at some point in the future, based on the then-current and anticipated future conditions, including our earnings, net cash provided by operating activities, capital requirements, financial condition, our relative market capitalization, taxable income, taxpayer status, and other factors deemed relevant by the board of directors.

We pay minimal cash income taxes as a result of our net operating loss carryforwards. We have \$2.7 billion of federal net operating losses to offset future taxable income. We expect to utilize our federal net operating losses between now and 2017 based on current taxable income projections. We evaluate our options with respect to appropriately managing our tax position on an on-going basis. These options may include a conversion to a real estate investment trust ("REIT"), which would require the payment of dividends on our common stock. If we were to convert to a REIT, we expect that certain subsidiaries would not qualify as a REIT and would continue to be subject to corporate income taxes.

*Liquidity Position.* The following is a summary of our capitalization and liquidity position as of December 31, 2012, after giving effect to the January 2013 Debt Retirements. See "Item 7A. Quantitative and Qualitative Disclosures About Market Risk" and notes 6 and 20 to our consolidated financial statements for additional information regarding our debt.

	<b>December 31, 2012</b>	
	<b>(In thousands of dollars)</b>	
Cash and cash equivalents <sup>(a)</sup>	\$	109,542
Undrawn revolving credit facility availability <sup>(b)</sup>		247,000
Restricted cash		263,676
Debt and other long-term obligations		11,015,130
Total equity		2,915,397

(a) Exclusive of restricted cash.

(b) Availability at any point in time is subject to reaffirmation of the representations and warranties in, and there being no default under, our credit agreement. See "Item 7. MD&A—Liquidity and Capital Resources—Financing Activities" and "Item 7. MD&A—Liquidity and Capital Resources—Debt Covenants."

Over the next 12 months, after giving effect to the January 2013 Debt Retirements:

- We expect that our cash on hand, undrawn revolving credit facility availability and net cash provided by operating activities (net of cash interest payments) should be sufficient to cover our expected (1) debt service obligations of \$88.2 million (principal payments) and (2) capital expenditures of roughly \$400 million to \$450 million (sustaining and discretionary). As CCIC and CCOC are holding companies, this cash flow from operations is generated by our operating subsidiaries.
- We have no debt maturities other than principal payments on amortizing debt. We do not anticipate the need to access the capital markets to refinance our existing debt until at least 2015. See "Item 7A. Quantitative and Qualitative Disclosures About Market Risk" for a tabular presentation of our debt maturities as of December 31, 2012.

#### Summary Cash Flows Information

	Years Ended December 31,		
	2012	2011	2010
	(In thousands of dollars)		
Net cash provided by (used for):			
Operating activities	\$ 772,557	\$ 643,454	\$ 603,430
Investing activities	(4,199,596)	(399,865)	(390,949)
Financing activities	3,786,803	(275,712)	(866,624)
Effect of exchange rate changes on cash	1,480	(288)	528
Net increase (decrease) in cash and cash equivalents	\$ 361,244	\$ (32,411)	\$ (653,615)

#### Operating Activities

The increase in net cash provided by operating activities for 2012 from 2011 and 2010 was due primarily to growth in our core site rental business, inclusive of our acquisitions. Changes in working capital, and particularly changes in accounts receivable, deferred site rental receivables, deferred rental revenues, prepaid ground leases, restricted cash and accrued interest, can have a significant impact on net cash provided by operating activities, largely due to the timing of prepayments and receipts. We expect net cash provided by operating activities for the year ended December 31, 2013 will be sufficient to cover the next 12 months of our expected debt service obligations and capital expenditures. We expect to grow our net cash provided by operating activities in the future (exclusive of movements in working capital) if we realize expected growth in our site rental business.

#### Investing Activities

*Capital Expenditures.* We categorize our capital expenditures as sustaining or discretionary. Sustaining capital expenditures include capitalized costs related to (1) maintenance activities on our wireless infrastructure, which are generally related to replacements and upgrades that extend the life of the asset, (2) vehicles, (3) information technology equipment, and (4) office equipment. Discretionary capital expenditures, which we also commonly refer to as "revenue-generating capital expenditures," include (1) purchases of land interests under towers, (2) wireless infrastructure improvements and structural enhancements in order to support additional site rentals, and (3) the construction of wireless infrastructure.

A summary of our capital expenditures for the last three years is as follows:

	For Years Ended December 31,		
	2012	2011	2010
	(In thousands of dollars)		
Discretionary:			
Purchases of land interests	\$ 134,171	\$ 196,380	\$ 109,097
Wireless infrastructure improvements and other	144,969	82,780	73,917
Construction of wireless infrastructure	125,137	45,391	20,718
Sustaining	37,106	23,391	24,326
Total	\$ 441,383	\$ 347,942	\$ 228,058

Other than sustaining capital expenditures, which we expect to be approximately \$28 million to \$32 million for the year ended December 31, 2013, our capital expenditures are discretionary and are made with respect to activities which we believe exhibit sufficient potential to improve our long-term results on a per share basis. We expect to use roughly \$400 million to \$450 million of our cash flows on capital expenditures (sustaining and discretionary) for full year 2013, with approximately one-fourth of our total capital expenditures targeted for our existing wireless infrastructure assets related to customer installations and related capacity improvement. Our decisions regarding capital expenditures are influenced by the availability and cost of capital and expected returns on alternative investments. The following is a discussion of certain aspects of our capital expenditures.

- The decrease in purchases of land interests from 2011 to 2012 was driven by a single transaction during 2011 for \$87.7 million for perpetual easements and other interests.
- Capital expenditures for construction of wireless infrastructure increased from 2011 to 2012 primarily as a result of additional DAS network builds.
- Capital expenditures for wireless infrastructure improvements typically vary based on (1) the type of work performed on the wireless infrastructure, with the installation of a new antenna typically requiring greater capital expenditures than a modification to an existing installation, (2) the existing capacity of the wireless structure prior to installation and (3) changes in structural engineering regulations and our internal structural standards.

*Acquisitions.* Acquisitions consist of the acquisitions of businesses such as towers, DAS and third party land sites. See notes 3 and 5 for a discussion of the WCP acquisition, the NextG acquisition and the T-Mobile acquisition in 2012 and our acquisition of NewPath in 2010.

#### *Financing Activities*

We seek to allocate cash generated by our operations in a manner that will enhance per share results, which may include various financing activities, such as (in no particular order) purchasing our common stock and purchasing, repaying or redeeming our debt. Since the beginning of 2010, we have purchased an aggregate of 12.2 million shares of common stock for \$499.1 million, which purchases we believe are consistent with our objective to drive per share results. During 2010, we extended the maturities of our debt by issuing an aggregate \$3.5 billion face value of debt and purchased and repaid \$3.4 billion face value of debt. In 2012, our financing activities predominately related to the issuance and borrowing of an aggregate \$6.5 billion of face value of debt which provided funding for the WCP acquisition, NextG acquisition and T-Mobile acquisition, as well as the refinancing of our credit facility and the repurchase and redemption of the 7.75% secured notes and the 9% senior notes, which lowered our cost of debt. See "Item 7. MD&A—Liquidity and Capital Resources—Overview" and notes 6 and 20 to our consolidated financial statements for additional information regarding January 2013 Debt Retirements.

*Incurrence of Debt.* See note 6 to our consolidated financial statements for a discussion of our issuances of debt during 2010 and 2012, which extended the maturities of our debt portfolio, provided funding for our acquisitions and lowered our cost of debt. See "Item 7. MD&A—Liquidity and Capital Resources—Overview—Liquidity Position." Highlights of the security for our debt is as follows:

- Approximately 78% of our debt is secured. As of December 31, 2012, 27% of our towers, as well as nearly all of the third party land interests and other assets acquired in the WCP acquisition, and the cash flows from these towers effectively secure \$4.0 billion of our debt. Distributions paid from our entities that hold approximately 4,900 towers also service this secured debt.
- We have pledged the equity interests in certain subsidiaries as well as certain of our deposit accounts in connection with certain of our debt agreements.

*Debt Purchases and Repayments.* See note 6 to our consolidated financial statements for a summary of our repurchases, redemptions and repayments of debt during 2010 and 2012, including the gains (losses) on retirement of long-term obligations. See note 6 and 20 to our consolidated financial statements for a discussion of the January 2013 Debt Retirements, which we expect will result in a loss on the retirement of debt in our first quarter of 2013 of approximately \$36 million.

*Interest Rate Swaps.* During 2010, we settled all of our forward-starting interest rate swaps. See note 7 to our consolidated financial statements for a further discussion of interest rate swaps.

*Common Stock and Preferred Stock Activity.* As of December 31, 2012, 2011 and 2010, we had 293.2 million, 284.4 million and 290.8 million common shares outstanding, respectively. During the three years ended December 31, 2012, 2011, and 2010, we purchased an aggregate 0.7 million, 7.4 million, and 4.1 million shares, respectively, of common stock. We may continue to purchase our common stock in the future as we seek to allocate capital to discretionary investments in a manner that we believe will enhance per share results. In February 2012, we converted all of the outstanding 6.25% redeemable convertible preferred stock into common stock. See "Item 1. Business—Strategy" and note 10 to our consolidated financial statements.

*Revolving Credit Facility.* In January 2012, we refinanced our previously outstanding credit facility with a new credit facility that consisted of a \$1.0 billion revolving credit facility and \$2.1 billion of term loan facilities. In December 2012, we increased our revolving credit facility by \$500 million to \$1.5 billion. The proceeds of our revolving credit facility may be used for general corporate purposes, which may include the financing of capital expenditures, acquisitions and purchases of our common stock. Typically, we use our revolving credit facility to fund discretionary investments and not for operating activities, such as working capital, which are typically funded by net cash provided by operating activities. As of February 5, 2013, there is \$1.3 billion outstanding under our \$1.5 billion revolving credit facility, and there is \$247.0 million of undrawn availability. We have not made any repayments on our existing revolving credit facility. The weighted-average interest rate as of December 31, 2012 was 2.7% on the existing revolving credit facility. See "Item 7. MD&A—Liquidity and Capital Resources—Overview."

*Restricted Cash.* Pursuant to the indentures governing certain of our operating companies' debt securities, all rental cash receipts of the issuers of these debt instruments and their subsidiaries are restricted and held by an indenture trustee. The restricted cash in excess of required reserve balances is subsequently released to us in accordance with the terms of the indentures. As of December 31, 2012, restricted cash included \$316.6 million of cash held by the trustee in connection with the redemption of the 7.75% secured notes. The redemption was completed in January 2013. See also notes 2, 6 and 20 to our consolidated financial statements.

#### *Contractual Cash Obligations*

The following table summarizes our contractual cash obligations as of December 31, 2012 after giving effect to the January 2013 Debt Retirements. These contractual cash obligations relate primarily to our outstanding borrowings and lease obligations for land interests under our towers. The debt maturities reflect contractual maturity dates and do not consider the impact of the principal payments that will commence following the anticipated repayment dates on the tower revenue notes (see footnote (c)) and the WCP securitized notes (see footnote (d)).

Contractual Obligations <sup>(a)</sup>	Years Ending December 31,						
	2013	2014	2015	2016	2017	Thereafter	Totals
	(In thousands of dollars)						
Debt and other long-term obligations <sup>(b)(c)</sup>	\$ 88,183	\$ 99,101	\$ 111,437	\$ 112,782	\$ 2,139,893	\$ 8,452,061	\$ 11,003,457
Interest payments on debt and other long-term obligations <sup>(c)(d)</sup>	448,982	492,720	505,120	523,611	503,190	7,277,071	9,750,694
Lease obligations <sup>(e)</sup>	428,839	430,348	434,247	437,690	440,573	5,761,353	7,933,050
Other	4,278	3,812	3,441	157	—	—	11,688
<b>Total contractual obligations</b>	<b>\$ 970,282</b>	<b>\$ 1,025,981</b>	<b>\$ 1,054,245</b>	<b>\$ 1,074,240</b>	<b>\$ 3,083,656</b>	<b>\$ 21,490,485</b>	<b>\$ 28,698,889</b>

(a) The following items are in addition to the obligations disclosed in the above table:

- We have a legal obligation to perform certain asset retirement activities, including requirements upon lease and easement terminations to remove wireless infrastructure or remediate the land upon which our wireless infrastructure resides. The cash obligations disclosed in the above table, as of December 31, 2012, are exclusive of estimated undiscounted future cash outlays for asset retirement obligations of approximately \$1.0 billion. As of December 31, 2012, the net present value of these asset retirement obligations was approximately \$95 million.
  - In the normal course of business, we post letters of credit and surety bonds pursuant to certain performance related obligations. We are contractually obligated under letters of credit to various landlords, insurers and other parties in connection with certain contingent retirement obligations under various wireless infrastructure land interest leases and certain other contractual obligations. The letters of credit were issued through one of CCUSA's lenders in amounts aggregating \$12.6 million and expire on various dates through December 2013.
  - We are contractually obligated to pay or reimburse others for property taxes related to our wireless infrastructure. See note 14 to our consolidated financial statements.
- (b) The impact of principal payments that will commence following the anticipated repayment dates of our tower revenue notes are not considered. The January 2010 Tower Revenue Notes consist of three series of notes with principal amounts of \$300.0 million, \$350.0 million and \$1.3 billion, having anticipated repayment dates in 2015, 2017 and 2020, respectively. The August 2010 Tower Revenue Notes consist of three series of notes with principal amounts of \$250.0 million, \$300.0 million and \$1.0 billion, having anticipated repayment dates in 2015, 2017, and 2020, respectively. If the tower revenue notes are not repaid in full by the applicable anticipated repayment dates, the applicable interest rate increases by approximately 5% per annum and monthly principal payments commence using the Excess Cash Flow of the issuers of the tower revenue notes. The tower revenue notes are presented based on their contractual maturity dates ranging from 2035 to 2040 and include the impact of an assumed 5% increase in interest rate that would occur following the anticipated repayment dates but exclude the impact of monthly principal payments that would commence using Excess Cash Flow of the issuers of the tower revenue notes. The full year 2012 Excess Cash Flow of the issuers of the tower revenue notes was approximately \$482 million. The anticipated repayment date is 2015 for each class of the WCP securitized notes. We currently expect to refinance these notes on or prior to the respective anticipated repayment dates.
- (c) If the WCP securitized notes with a current face value of \$296.0 million are not repaid in full by their anticipated repayment dates, the applicable interest rate increases by an additional approximately 5% per annum. If the WCP securitized notes are not repaid in full by their rapid amortization date of 2017, monthly principal payments commence using the Excess Cash Flow of the issuers of the WCP securitized notes. The WCP securitized notes are presented based on their contractual maturity dates in 2040. The full year 2012 Excess Cash Flow of the issuers of the WCP securitized notes was approximately \$17 million. We currently expect to refinance these notes on or prior to the respective anticipated repayment dates.
- (d) Interest payments on the floating rate debt are based on estimated rates currently in effect.

(e) Amounts relate primarily to lease obligations for the land interests on which our wireless infrastructure resides, and are based on the assumption that payments will be made through the end of the period for which we hold renewal rights. See table below summarizing remaining terms to expiration.

The following table summarizes our rights to the land interests under our towers, including renewal terms at our option, as of December 31, 2012. As of December 31, 2012, the leases for land interests under our towers had an average remaining life of approximately 30 years, weighted based on site rental gross margin. See "Item 1A. Risk Factors."

Remaining Term, In Years <sup>(c)</sup>	Percent of Total Towers	Percent of Total Site Rental Gross Margins <sup>(a)(b)</sup>
Owned in fee or perpetual or long-term easements	23%	38%
20+ years	41%	39%
10 years to less than 20 years	23%	14%
5 years to less than 10 years	9%	7%
1 year to less than 5 years	3%	2%
0 to less than 1 year	1%	—%
<b>Total</b>	<b>100%</b>	<b>100%</b>

(a) For the year ended December 31, 2012.

(b) Without consideration of the term of the customer contract agreement.

(c) Inclusive of renewal terms at our option.

#### *Debt Covenants*

Our debt obligations contain certain financial covenants with which CCIC or our subsidiaries must maintain compliance in order to avoid the imposition of certain restrictions. Various of our debt obligations also place other restrictions on CCIC or our subsidiaries, which may include the ability to incur debt and liens, purchase our securities, make capital expenditures, dispose of assets, undertake transactions with affiliates, make other investments and pay dividends. We are permitted to issue additional indebtedness at CCIC and at our operating subsidiaries subject to compliance with the covenants governing our debt (including the below mentioned restrictive covenants) and meeting certain other requirements, which may include obtaining rating agency confirmations. See note 6 to our consolidated financial statements for further discussion of our debt covenants.

Factors that are likely to determine our subsidiaries' ability to comply with their current and future debt covenants include their (1) financial performance, (2) levels of indebtedness, and (3) debt service requirements. Given the current level of indebtedness and debt services requirements of our subsidiaries, the primary risk of a debt covenant violation would be from a deterioration of a subsidiary's financial performance. Should a covenant violation occur in the future as a result of a shortfall in financial performance (or for any other reason), we might be required to make principal payments earlier than currently scheduled and may not have access to additional borrowings under these debt instruments as long as the covenant violation continues. If we fail to comply with the debt restrictions, we will be in default under those instruments, which could cause the maturity of a substantial portion of our long-term indebtedness to be accelerated. If our operating subsidiaries were to default on the debt, the trustee could seek to pursue the collateral securing the debt, in which case we could lose the wireless infrastructure and the future revenues associated with such wireless infrastructure. We currently have no financial covenant violations; and based upon our current expectations, we believe our operating results will be sufficient to comply with our debt covenants over the near and long-term. See "Item 1A. Risk Factors."

The following are the ratios applicable to the financial maintenance, restrictive and cash trap reserve covenants under our debt agreements, after giving effect to the January 2013 Debt Retirements.

	Type		Debt	Current Covenant Requirement	As of December 31, 2012	Latest Issuance Date
<b>CCIC:</b>						
Leverage ratio	Restrictive	<sup>(f)</sup>	7.125% Senior Notes	≤7.00	6.5	6.3
Leverage ratio	Restrictive	<sup>(f)</sup>	5.25% Senior Notes	≤7.00	6.5	6.5
<b>CCOC:</b>						
Net leverage ratio <sup>(a)</sup>	Maintenance	<sup>(g)</sup>	Credit Agreement	≤6.0	5.1	4.8
Net leverage ratio <sup>(a)</sup>	Restrictive	<sup>(f)</sup>	Credit Agreement	≤5.5	5.1	4.8
Interest coverage ratio <sup>(b)</sup>	Maintenance	<sup>(g)</sup>	Credit Agreement	≥2.5	4.6	3.9
<b>Tower and third party land interest companies:</b>						
Debt service coverage ratio <sup>(c)(d)</sup>	Cash Trap	<sup>(h)</sup>	2010 Tower Revenue Notes	≥1.75	3.7	3.1
Debt service coverage ratio <sup>(c)(d)</sup>	Cash Trap	<sup>(h)</sup>	2009 Securitized Notes	≥1.30	3.4	2.4
Debt service coverage ratio <sup>(e)</sup>	Cash Trap	<sup>(h)</sup>	WCP Securitized Notes	≥1.30	1.5	N/A

(a) The Total Net Leverage Ratio for CCOC is calculated as the ratio of (1) Total Indebtedness (excluding debt held by CCIC) less Unrestricted Cash (both as defined in the credit agreement and calculated in accordance with GAAP) to (2) Consolidated EBITDA (as defined in the credit agreement) for the most recently completed quarter multiplied by four. In March 2014, the covenant requirement decreases to a maximum Total Net Leverage Ratio of 5.50 to 1.00. Consolidated EBITDA is calculated in substantially the same manner as Adjusted EBITDA used in our segment reporting, which is discussed further in "Item 7. MD&A—Accounting and Reporting Matters—Non-GAAP Financial Measures" and note 16 to our consolidated financial statements.

(b) The Consolidated Interest Coverage Ratio for CCOC is calculated as the ratio of (1) Consolidated EBITDA for the most recently completed quarter multiplied by four to (2) Consolidated Pro forma Debt Service (as defined in the credit agreement).

(c) The 2009 securitized notes and 2010 tower revenue notes also have amortization coverage thresholds of 1.15 and 1.45, respectively, which could result in applying current and future cash in the reserve account to prepay the debt with applicable prepayment consideration. See note (d) below for a discussion of the calculation of the Debt Service Coverage Ratio and Consolidated Fixed Charge Coverage Ratio.

(d) The Debt Service Coverage Ratio is calculated as site rental revenue (calculated in accordance with GAAP), less: (1) cost of operations (calculated in accordance with GAAP), (2) straight-line rental revenues, (3) straight-line ground lease expenses, (4) management fees, and (5) sustaining capital expenditures, using the results for the previous 12 months then ended to the amount of interest to be paid over the succeeding 12 months per the terms of the respective agreement.

(e) The Debt Service Coverage Ratio on the WCP securitized notes is calculated as Net Cash Flow (as defined in the indenture) less: (1) the Series 2010-1 Class A Targeted Amortization Amounts (as defined in the indenture) for the immediately succeeding 12 payment dates and (2) the Unpaid Series 2010-1 Class A Monthly Amortization Amount (as defined in the indenture) to the payments of interest that the issuers of such debt will be required to pay on the succeeding 12 payment dates on the principal balance of the WCP securitized notes. The WCP securitized notes also have an amortization threshold of 1.15, which could result in applying all Excess Cash Flow (as defined in the indenture) to prepay principal amounts with applicable prepayment consideration. In addition, if the Non-Performing Wireless Site Contract Ratio (as defined in the indenture) on the WCP securitized notes is greater than 10%, it could result in applying all Excess Cash Flow to prepay principal amounts with applicable prepayment consideration.

(f) The 7.125% senior notes and 5.25% senior notes contain restrictive covenants with which CCIC and our restricted subsidiaries must comply, subject to a number of exceptions and qualifications, including restrictions on our ability to incur incremental debt, issue preferred stock, guarantee debt, pay dividends, repurchase our capital stock, use assets as security in other transactions, sell assets or merge with or into other companies, and make certain investments. Certain of these covenants are not applicable if there is no event of default and if the ratio of our Debt (as defined in the senior notes indenture) to our Adjusted Consolidated Cash Flows (as defined in the senior notes indenture) is less than 7.0 to 1.

(g) Failure to comply with the ratios applicable to the financial maintenance would, absent a waiver, result in default under our credit agreement.

(h) Failure to comply with the cash trap reserve covenants would require the cash flows generated by the issuers and their subsidiaries to be deposited in a reserve account for debt service and not released to us.

(i) The credit agreement contains a restrictive covenant relating to CCOC and its restricted subsidiaries' ability to make restricted payments (as defined in the credit agreement), including dividends. As of December 31, 2012, after giving effect to the January 2013 Debt Retirements, CCOC and its restricted subsidiaries could (1) borrow an additional \$681.0 million of debt and remain in compliance with this restrictive covenant, assuming no change in Consolidated EBITDA and (2) decrease Consolidated EBITDA by \$123.8 million and remain in compliance with this restrictive covenant, assuming no change in their indebtedness.

#### *Off-balance Sheet Arrangements*

We have no off-balance sheet arrangements as defined in Item 303(a)(4)(ii) of Regulation S-K.



## Accounting and Reporting Matters

### *Critical Accounting Policies and Estimates*

The following is a discussion of the accounting policies and estimates that we believe (1) are most important to the portrayal of our financial condition and results of operations and (2) require our most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. The critical accounting policies and estimates for 2012 are not intended to be a comprehensive list of our accounting policies and estimates. See note 2 to our consolidated financial statements for a summary of our significant accounting policies. In many cases, the accounting treatment of a particular transaction is specifically dictated by GAAP, with no need for management's judgment. In other cases, management is required to exercise judgment in the application of accounting principles with respect to particular transactions.

*Revenue Recognition.* Over 87% of our total revenue for 2012 consists of site rental revenues, which are recognized on a monthly basis over the fixed, non-cancelable term of the relevant contract (generally ranging from five to 15 years), regardless of whether the payments from the customer are received in equal monthly amounts. If the payment terms call for fixed escalations (as in fixed dollar or fixed percentage increases), prepaid rent or rent free periods, the revenue is recognized on a straight-line basis over the fixed, non-cancelable term of the contract. When calculating our straight-line rental revenues, we consider all fixed elements of tenant contractual escalation provisions, even if such escalation provisions contain a variable element (such as an escalator tied to an inflation-based index) in addition to a minimum. Any up-front billings to customers for their negotiated share of the cost of wireless infrastructure modifications required to accommodate the installation of customer equipment or the cost of the construction of small cells are initially deferred and recognized over the term of the applicable site rental contract. To the extent we acquire below-market tenant leases for contractual interests with tenants on the acquired wireless infrastructure (for example with respect to small cells) we record deferred credits and amortize such deferred credits to site rental revenues over their estimated lease term. Since we recognize revenue on a straight-line basis, a portion of the site rental revenue in a given period represents cash collected or contractually collectible in other periods. We record a deferred site rental receivable for the difference between the straight-lined amount and the rent billed. We record an allowance for uncollectible deferred site rental revenues for which increases or reversals of this allowance impact our site rental revenues. See note 2 to our consolidated financial statements.

We provide network services relating to our wireless infrastructure, which represent less than 13% of our total revenues for 2012. Network services and other revenue relate to installation services, as well as the following additional site development services relating to existing and new antenna installations on our wireless infrastructure: site acquisition, architectural and engineering, zoning and permitting, fiber installations, other construction and other services related to network development. Network services revenues are recognized after completion of the applicable service. We account for network services separately from the customer's site rental.

See "Item 1. Business—CCUSA" for a further discussion of our business.

*Accounting for Acquisitions — General.* As described in "Item 1. Business," much of our wireless infrastructure has been acquired in various transactions from the four largest wireless carriers (or their predecessors) through transactions consummated since 1999. We evaluate each of our acquisitions to determine if it should be accounted for as a business combination or as an acquisition of assets. For our business combinations, we allocate the purchase price to the assets acquired and liabilities assumed based on their estimated fair value at the date of acquisition. Any purchase price in excess of the net fair value of the assets acquired and liabilities assumed is allocated to goodwill. See "Accounting for Acquisitions - Valuation" below.

The determination of the final purchase price allocation could extend over several quarters resulting in the use of preliminary estimates that are subject to adjustment until finalized. Such changes could have a significant impact on our financial statements and could result in retrospective changes in results reported for the acquired business in prior periods in accordance with GAAP. As of December 31, 2012, the purchase price allocation for the T-Mobile acquisition is preliminary and subject to change, including as result of the finalization of the valuation of certain tangible and intangible assets and certain liabilities.

*Accounting for Acquisitions — Valuation.* As of December 31, 2012, our largest asset was property and equipment, which primarily consists of wireless infrastructure, followed by intangible assets and goodwill (approximately \$2.9 billion and \$3.1 billion in net book value, respectively). Approximately \$2.7 billion net book value at December 31, 2012 of our identifiable intangibles relate to the site rental contracts and customer relationships intangible assets. See note 2 to our consolidated financial statements for further information regarding the nature and composition of the site rental contracts and customer relationships intangible assets.

The fair value of the vast majority of our assets and liabilities is determined by using either:

- (1) estimates of replacement costs (for tangible fixed assets such as towers) or
- (2) discounted cash flow valuation methods (for estimating identifiable intangibles such as site rental contracts and customer relationships and above-market and below-market leases).

The purchase price allocation requires subjective estimates that, if incorrectly estimated, could be material to our consolidated financial statements, including the amount of depreciation, amortization and accretion expense. The most important estimates for measurement of tangible fixed assets are (1) the cost to replace the asset with a new asset and (2) the economic useful life after giving effect to age, quality and condition. The most important estimates for measurement of intangible assets are (1) discount rates and (2) timing and amount of cash flows including estimates regarding customer renewals and cancellations. The most important estimates for measurement of above and below-market leases is the determination of (1) favorability or unfavorability to the current market terms, and (2) applicable lease term, including whether renewals or extensions should be measured. With respect to business combinations that include towers that we lease and operate, such as the T-Mobile towers and the Sprint towers, we evaluate such agreements to determine treatment as capital or operating leases and identification of any bargain purchase options.

We record the fair value of obligations to perform certain asset retirement activities, including requirements, pursuant to our ground leases and easements, to remove wireless infrastructure or remediate the land upon which our wireless infrastructure resides. In determining the fair value of these asset retirement obligations we must make several subjective and highly judgmental estimates such as those related to: (1) timing of cash flows, (2) future costs, (3) discount rates and (4) the probability of enforcement to remove the wireless infrastructure or remediate the land. See note 2 to our consolidated financial statements.

*Accounting for Long-Lived Assets — Useful Lives.* We are required to make subjective assessments as to the useful lives of our tangible and intangible assets for purposes of determining depreciation, amortization and accretion expense that, if incorrectly estimated, could be material to our consolidated financial statements. Depreciation expense for our property and equipment is computed using the straight-line method over the estimated useful lives of our various classes of tangible assets. The substantial portion of our property and equipment represents the cost of our wireless infrastructure which is depreciated with an estimated useful life equal to the shorter of (1) 20 years or (2) the term of the lease (including optional renewals) for the land interests under the wireless infrastructure.

The useful life of our intangible assets are estimated based on the period over which the intangible asset is expected to benefit us and gives consideration to the expected useful life of other assets to which the useful life may relate. Amortization expense for intangible assets is computed using the straight-line method over the estimated useful life of each of the intangible assets. The useful life of the site rental contracts and customer relationships intangible assets is limited by the maximum depreciable life of the wireless infrastructure (20 years), as a result of the interdependency of the wireless infrastructure and site rental contracts and customer relationships. In contrast, the site rental contracts and customer relationships are estimated to provide economic benefits for several decades because of the low rate of customer cancellations and high rate of renewals experienced to date. Thus, while site rental contracts and customer relationships are valued based upon the fair value of the site rental contracts and customer relationships which includes assumptions regarding both (1) customers' exercise of optional renewals contained in the acquired contracts and (2) renewals of the acquired contracts past the contractual term including exercisable options, the site rental contracts are amortized over a period not to exceed 20 years as a result of the useful life being limited by the depreciable life of the wireless infrastructure.

*Accounting for Long-Lived Assets — Impairment Evaluation — Intangibles.* We review the carrying values of property and equipment, intangible assets and other long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. We utilize the following dual grouping policy for purposes of determining the unit of account for testing impairment of the site rental contracts and customer relationships:

- (1) we pool site rental contracts and customer relationships intangible assets and property and equipment into portfolio groups and
- (2) we separately pool site rental contracts and customer relationships by significant customer or by customer grouping for individually insignificant customers, as appropriate.

We first pool site rental contracts and customer relationships intangible assets and property and equipment into portfolio groups for purposes of determining the unit of account for impairment testing, because we view wireless infrastructure as portfolios and wireless infrastructure in a given portfolio and its related customer contracts are not largely independent of the other wireless infrastructure in the portfolio. We re-evaluate the appropriateness of the pooled groups at least annually. This use of grouping is based in part on (1) our limitations regarding disposal of wireless infrastructure, (2) the interdependencies of wireless infrastructure portfolios and (3) the manner in which wireless infrastructure is traded in the marketplace. The vast majority of our site rental

contracts and customer relationships intangible assets and property and equipment are pooled into the U.S. owned wireless infrastructure group. Secondly, and separately, we pool site rental contracts and customer relationships by significant customer or by customer grouping for individually insignificant customers, as appropriate, for purposes of determining the unit of account for impairment testing because we associate the value ascribed to site rental contracts and customer relationships intangible assets to the underlying contracts and related customer relationships acquired.

Our determination that an adverse event or change in circumstance has occurred that indicates that the carrying amounts may not be recoverable will generally involve (1) a deterioration in an asset's financial performance compared to historical results, (2) a shortfall in an asset's financial performance compared to forecasted results, or (3) changes affecting the utility and estimated future demands for the asset. When considering the utility of our assets, we consider events that would meaningfully impact (1) our wireless infrastructure or (2) our customer relationships. For example, consideration would be given to events that impact (1) the structural integrity and longevity of our wireless infrastructure or (2) our ability to derive benefit from our existing customer relationships, including events such as bankruptcy or insolvency or loss of a significant customer. During 2012, there were no events or circumstances that caused us to review the carrying value of our intangible assets and property and equipment due in part to our assets performing consistently with or better than our expectations.

If the sum of the estimated future cash flows (undiscounted) from an asset, or portfolio group, significant customer or customer group (for individually insignificant customers), as applicable, is less than its carrying amount, an impairment loss may be recognized. If the carrying value were to exceed the undiscounted cash flows, measurement of an impairment loss would be based on the fair value of the asset, which is based on an estimate of discounted future cash flows. The most important estimates for such calculations of undiscounted cash flows are (1) the expected additions of new tenants and equipment on our wireless infrastructure and (2) estimates regarding customer cancellations and renewals of contracts. We could record impairments in the future if changes in long-term market conditions, expected future operating results or the utility of the assets results in changes for our impairment test calculations which negatively impact the fair value of our property and equipment and intangible assets, or if we changed our unit of account in the future.

When grouping assets into pools for purposes of impairment evaluation, we also consider individual towers, nodes and third party land interests within a grouping for which we currently have no tenants. Approximately 3% of our total towers currently have no tenants. We continue to pay operating expenses on these towers in anticipation of obtaining tenants on these towers in the future, primarily because of the individual tower site demographics. We estimate, based on current visibility, potential tenants on over half of these towers. To the extent we do not believe there are long-term prospects of obtaining tenants on an individual tower, node or third party land interest and all other possible avenues for recovering the carrying value has been exhausted, including sale of the asset, we appropriately reduce the carrying value of such assets to fair value.

*Accounting for Long-Lived Assets — Impairment Evaluation — Goodwill.* Nearly all of our goodwill is recorded at CCUSA. We test goodwill for impairment on an annual basis, regardless of whether adverse events or changes in circumstances have occurred. The annual test begins with goodwill and all intangible assets being allocated to applicable reporting units. We then perform a qualitative assessment to determine whether it is "more likely than not" that the fair value of the reporting unit is less than its carrying amount. If it is concluded that it is "more likely than not" that the fair value of a reporting unit is less than its carrying amount, it is necessary to perform the two-step goodwill impairment test. Otherwise the two-step goodwill impairment test is not required. Our reporting units are the operating segments (CCUSA and CCAL) since segment management operates their respective wireless infrastructure portfolios as a single network.

We performed our most recent annual goodwill impairment test as of October 1, 2012, which resulted in no impairments. This assessment included consideration of our market capitalization which exceeded over seven times the aggregate carrying amount of the reporting units as of December 31, 2012.

*Deferred Income Taxes.* We record deferred income tax assets and liabilities on our consolidated balance sheet related to events that impact our financial statements and tax returns in different periods. In order to compute these deferred tax balances, we first analyze the differences between the book basis and tax basis of our assets and liabilities (referred to as "temporary differences"). These temporary differences are then multiplied by current tax rates to arrive at the balances for the deferred income tax assets and liabilities. A valuation allowance is provided on deferred tax assets that do not meet the "more likely than not" realization threshold. We recognize a tax position if it is more likely than not it will be sustained upon examination. The tax position is measured at the largest amount that is greater than 50 percent likely of being realized upon ultimate settlement.

If our expectations about the future tax consequences of past events should prove to be inaccurate, the balances of our deferred income tax assets and liabilities could require significant adjustments in future periods. Our ability to utilize our net operating loss carryforwards is dependent, in part, upon our having sufficient future earnings to utilize our net operating loss carryforwards before they expire. If market conditions change materially and we determine that we will be unable to generate

sufficient taxable income in the future to utilize our net operating loss carryforwards, we would be required to record an additional valuation allowance, which would reduce our earnings. Such adjustments could cause a material effect on our results of operations for the period of the adjustment. The change in our valuation allowance has no effect on our cash flows.

See "Item 7. MD&A—Results of Operations—Comparison of Operating Segments" for a discussion of our benefit (provision) for income taxes during 2012, 2011 and 2010. During 2012, we reversed the valuation allowance at CCUSA and CCAL related to our determination that we are more likely than not to realize these deferred tax assets as a result of our recent historical trends of taxable income and anticipated future taxable income for the respective jurisdictions. The evaluation of the amount of our valuation allowance and the timing of any such adjustments requires significant judgment. See note 9 of our consolidated financial statements for further discussion of our valuation allowance.

*Impact of Accounting Standards Issued But Not Yet Adopted and Those Adopted in 2012*

None.

*Non-GAAP Financial Measures*

Our measurement of profit or loss currently used to evaluate the operating performance of our operating segments is earnings before interest, taxes, depreciation, amortization and accretion, as adjusted, or Adjusted EBITDA. Our definition of Adjusted EBITDA is set forth in "Item 7. MD&A—Results of Operations—Comparison of Operating Segments." Our measure of Adjusted EBITDA may not be comparable to similarly titled measures of other companies, including companies in the tower sector and other similar providers of wireless infrastructure, and is not a measure of performance calculated in accordance with GAAP. Adjusted EBITDA should not be considered in isolation or as a substitute for operating income or loss, net income or loss, net cash provided by (used for) operating, investing and financing activities or other income statement or cash flow statement data prepared in accordance with GAAP.

We believe Adjusted EBITDA is useful to an investor in evaluating our operating performance because:

- it is the primary measure used by our management to evaluate the economic productivity of our operations, including the efficiency of our employees and the profitability associated with their performance, the realization of contract revenue under our long-term contracts, our ability to obtain and maintain our customers and our ability to operate our wireless infrastructure effectively;
- it is the primary measure of profit and loss used by management for purposes of making decisions about allocating resources to, and assessing the performance of, our operating segments;
- it is similar to the measure of current financial performance generally used in our debt covenant calculations;
- although specific definitions may vary, it is widely used in the tower sector and other similar providers of wireless infrastructure to measure operating performance without regard to items such as depreciation, amortization and accretion, which can vary depending upon accounting methods and the book value of assets; and
- we believe it helps investors meaningfully evaluate and compare the results of our operations from (1) period to period and (2) to our competitors by removing the impact of our capital structure (primarily interest charges from our outstanding debt) and asset base (primarily depreciation, amortization and accretion) from our operating results.

Our management uses Adjusted EBITDA:

- with respect to compliance with our debt covenants, which require us to maintain certain financial ratios including, or similar to, Adjusted EBITDA;
- as the primary measure of profit and loss for purposes of making decisions about allocating resources to, and assessing the performance of, our operating segments;
- as a performance goal in employee annual incentive compensation;
- as a measurement of operating performance because it assists us in comparing our operating performance on a consistent basis as it removes the impact of our capital structure (primarily interest charges from our outstanding debt) and asset base (primarily depreciation, amortization and accretion) from our operating results;
- in presentations to our board of directors to enable it to have the same measurement of operating performance used by management;
- for planning purposes, including preparation of our annual operating budget;
- as a valuation measure in strategic analyses in connection with the purchase and sale of assets; and
- in determining self-imposed limits on our debt levels, including the evaluation of our leverage ratio and interest coverage ratio.

There are material limitations to using a measure such as Adjusted EBITDA, including the difficulty associated with comparing results among more than one company, including our competitors, and the inability to analyze certain significant items, including depreciation and interest expense, that directly affect our net income or loss. Management compensates for these limitations by considering the economic effect of the excluded expense items independently as well as in connection with their analysis of net income (loss).

#### **Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

Our primary exposures to market risks are related to changes in interest rates and foreign currency exchange rates which may adversely affect our results of operations and financial position. We seek to manage exposure to changes in interest rates where economically prudent to do so by utilizing fixed rate debt. We do not currently hedge against foreign currency exchange risks.

#### **Interest Rate Risk**

Our interest rate risk relates primarily to the impact of interest rate movements on the following:

- the potential refinancing of our existing debt (\$11.6 billion and \$6.9 billion of debt outstanding at December 31, 2012 and 2011, respectively);
- our \$3.3 billion of floating rate debt representing approximately 29% of total debt compared to 13% in the prior year; and
- potential future borrowings of incremental debt.

##### *Potential Refinancing of Existing Debt*

Over the next 12 months we have no debt maturities other than principal payments on amortizing debt. We do not anticipate the need to access the capital markets to refinance our existing debt until at least 2015, which reflects the impact of refinancings that extended our debt maturities. As of December 31, 2012, we have no interest rate swaps hedging any refinancings. See "Item 7. MD&A—Liquidity and Capital Resources—Overview."

##### *Floating Rate Debt*

We manage our exposure to market interest rates on our existing debt by controlling the mix of fixed and floating rate debt. As of December 31, 2012, we had \$3.3 billion of floating rate debt, which included \$1.6 billion of debt with a LIBOR floor of 1% per annum. As a result, a hypothetical unfavorable fluctuation in market interest rates on our existing debt of 1/8 of a percent point over a 12 month period would increase our interest expense by approximately \$2 million when giving effect to our LIBOR floor and would increase our interest expense by approximately \$4 million exclusive of the impact of the LIBOR floor.

##### *Potential Future Borrowings of Incremental Debt*

We typically do not hedge our exposure to interest rates on potential future borrowings of incremental debt for a substantial period prior to issuance. See "Item 7. MD&A—Liquidity and Capital Resources" regarding our short-term liquidity strategy.

The following table provides information about our market risk related to changes in interest rates. The future principal payments and weighted-average interest rates are presented as of December 31, 2012 after giving effect to the January 2013 Debt Retirements. These debt maturities reflect contractual maturity dates, and do not consider the impact of the principal payments that will commence following the anticipated repayment dates of certain notes (see footnote (c)). See note 6 to our consolidated financial statements for additional information regarding our debt.

<b>Future Principal Payments and Interest Rates by the Debt Instruments' Contractual Year of Maturity</b>								
	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>Thereafter</b>	<b>Total</b>	<b>Fair Value<sup>(a)</sup></b>
(Dollars in thousands)								
Fixed rate debt <sup>(c)</sup>	\$ 47,183	\$ 48,726	\$ 48,562	\$ 46,782	\$ 545,893	\$6,948,061 <sup>(c)</sup>	\$7,685,207 <sup>(c)</sup>	\$8,471,610
Average interest rate <sup>(b)(c)</sup>	4.9%	5.0%	5.0%	7.1%	2.8%	7.8% <sup>(c)</sup>	7.4% <sup>(c)</sup>	
Variable rate debt	\$ 41,000	\$ 50,375	\$ 62,875	\$ 66,000	\$1,594,000	\$1,504,000	\$3,318,250	\$3,321,010
Average interest rate	3.2%	3.1%	3.0%	3.0%	2.7%	4.0%	3.3%	

- (a) The fair value of our debt is based on indicative quotes (that is, non-binding quotes) from brokers that require judgment to interpret market information, including implied credit spreads for similar borrowings on recent trades or bid/ask offers. These fair values are not necessarily indicative of the amount, which could be realized in a current market exchange.
- (b) The average interest rate represents the weighted-average stated coupon rate (see footnote (c)).
- (c) The impact of principal payments that will commence following the anticipated repayment dates are not considered. The January 2010 Tower Revenue Notes consist of three series of notes with principal amounts of \$300 million, \$350.0 million and \$1.3 billion, having anticipated repayment dates in 2015, 2017 and 2020, respectively. The August 2010 Tower Revenue Notes consist of three series of notes with principal amounts of \$250.0 million, \$300.0 million and \$1.0 billion, having anticipated repayment dates in 2015, 2017, and 2020, respectively. If the tower revenue notes are not repaid in full by the applicable anticipated repayment dates, the applicable interest rate increases by approximately 5% per annum and monthly principal payments commence using the Excess Cash Flow of the issuers of the tower revenue notes. The tower revenue notes are presented based on their contractual maturity dates ranging from 2035 to 2040 and include the impact of an assumed 5% increase in interest rate that would occur following the anticipated repayment dates but exclude the impact of monthly principal payments that would commence using Excess Cash Flow of the issuers of the tower revenue notes. The full year 2012 Excess Cash Flow of the issuers of the tower revenue notes was approximately \$482 million. If the WCP securitized notes with a current face value of \$296.0 million are not repaid in full by their anticipated repayment dates in 2015, the applicable interest rate increases by an additional approximately 5% per annum. If the WCP securitized notes are not repaid in full by their rapid amortization date of 2017, monthly principal payments commence using the Excess Cash Flow of the issuers of the WCP securitized notes. The WCP securitized notes are presented based on their contractual maturity dates in 2040. The full year 2012 Excess Cash Flow of the issuers of the WCP securitized notes was approximately \$17 million.

## Foreign Currency Risk

The vast majority of our foreign currency risk is related to the Australian dollar which is the functional currency of CCAL. CCAL represented 6% of our consolidated revenues and 4% of our consolidated operating income for 2012. As of December 31, 2012, the Australian dollar exchange rate had strengthened compared to the U.S. dollar by approximately 1% from the average rate for 2011. See "Item 7. MD&A—Results of Operations—Comparison of Operating Segments."

Foreign exchange markets have recently been volatile, and we expect foreign exchange markets to continue to be volatile over the near term. We believe the risk related to our financial instruments (exclusive of inter-company financing deemed a long-term investment) denominated in Australian dollars is not significant to our financial condition. A hypothetical increase or decrease of 25% in Australian dollar exchange rate would increase or decrease the fair value of our financial instruments by approximately \$12 million.

## Item 8. Financial Statements and Supplementary Data

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of  
Crown Castle International Corp.:

In our opinion, the consolidated balance sheets as of December 31, 2012 and 2011 and the related consolidated statements of operations and comprehensive income (loss), of redeemable convertible preferred stock and equity and of cash flows for the years then ended present fairly, in all material respects, the financial position of Crown Castle International Corp. and its subsidiaries at December 31, 2012 and 2011, and the results of their operations and their cash flows for each of the two years in the period ended December 31, 2012 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule for the years ended December 31, 2012 and 2011 listed in the index appearing under Item 15(a)(2) presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2012, based on criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control Over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on these financial statements, on the financial statement schedule, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP

Pittsburgh, Pennsylvania  
February 12, 2013



## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders  
Crown Castle International Corp.:

We have audited the accompanying consolidated statements of operations and comprehensive income (loss), cash flows, and redeemable convertible preferred stock and equity for the year ended December 31, 2010 of Crown Castle International Corp. and subsidiaries (the Company). In connection with our audit of the consolidated financial statements, we also have audited the 2010 information in financial statement schedule II. These consolidated financial statements and the financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements and the financial statement schedule based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the results of operations and cash flows of Crown Castle International Corp. and subsidiaries for the year ended December 31, 2010, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the related financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

/s/ KPMG LLP

Pittsburgh, Pennsylvania  
February 15, 2011

**CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEET**  
(In thousands of dollars, except share amounts)

	December 31,	
	2012	2011
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 441,364	\$ 80,120
Restricted cash	575,938	252,368
Receivables net of allowance of \$7,726 and \$5,891, respectively	192,833	77,258
Prepaid expenses	103,808	80,529
Deferred income tax assets	193,420	85,385
Other current assets	73,961	23,492
Total current assets	1,581,324	599,152
Deferred site rental receivables, net	864,819	621,103
Property and equipment, net	6,917,531	4,861,227
Goodwill	3,119,957	2,035,390
Site rental contracts and customer relationships, net	2,652,560	2,074,982
Other intangible assets, net	289,136	103,200
Deferred income tax assets	33,914	—
Long-term prepaid rent, deferred financing costs and other assets, net	629,468	250,042
Total assets	\$ 16,088,709	\$ 10,545,096
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 115,999	\$ 32,055
Accrued interest	52,592	65,392
Deferred revenues	241,127	167,238
Other accrued liabilities	140,084	104,904
Current maturities of debt and other obligations	688,056	32,517
Total current liabilities	1,237,858	402,106
Debt and other long-term obligations	10,923,186	6,853,182
Deferred income tax liabilities	65,830	97,562
Below-market tenant leases, deferred ground lease payable and other liabilities	910,571	500,350
Total liabilities	13,137,445	7,853,200
Commitments and contingencies (note 14)		
Redeemable convertible preferred stock, \$0.1 par value; 20,000,000 shares authorized; shares issued and outstanding:		
December 31, 2012—0 and December 31, 2011—6,111,000; stated net of unamortized issue costs; mandatory redemption and aggregate liquidation value: December 31, 2012—\$0 and December 31, 2011—\$305,550	—	305,032
CCIC stockholders' equity:		
Common stock, \$.01 par value; 600,000,000 shares authorized; shares issued and outstanding: December 31, 2012—293,164,786 and December 31, 2011—284,449,372	2,932	2,844
Additional paid-in capital	5,623,595	5,312,342
Accumulated other comprehensive income (loss)	(61,791)	(116,996)
Accumulated deficit	(2,625,990)	(2,811,945)
Total CCIC stockholders' equity	2,938,746	2,386,245
Noncontrolling interest	12,518	619
Total equity	2,951,264	2,386,864
Total liabilities and equity	\$ 16,088,709	\$ 10,545,096

See accompanying notes to consolidated financial statements.

**CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)**

**(In thousands of dollars, except per share amounts)**

	Years Ended December 31,		
	2012	2011	2010
Net revenues:			
Site rental	\$ 2,124,190	\$ 1,853,550	\$ 1,700,761
Network services and other	308,490	179,179	177,897
	<u>2,432,680</u>	<u>2,032,729</u>	<u>1,878,658</u>
Operating expenses:			
Costs of operations <sup>(a)</sup> :			
Site rental	539,239	481,398	467,136
Network services and other	189,750	106,987	114,241
General and administrative	212,572	173,493	165,356
Asset write-down charges	15,548	22,285	13,687
Acquisition and integration costs	18,298	3,310	2,102
Depreciation, amortization and accretion	622,592	552,951	540,771
Total operating expenses	<u>1,597,999</u>	<u>1,340,424</u>	<u>1,303,293</u>
Operating income (loss)	834,681	692,305	575,365
Interest expense and amortization of deferred financing costs	(601,044)	(507,587)	(490,269)
Gains (losses) on retirement of long-term obligations	(131,974)	—	(138,367)
Net gain (loss) on interest rate swaps	—	—	(286,435)
Interest income	4,556	666	2,204
Other income (expense)	(5,392)	(5,577)	(603)
Income (loss) before income taxes	100,827	179,807	(338,105)
Benefit (provision) for income taxes	100,061	(8,347)	26,846
Net income (loss)	200,888	171,460	(311,259)
Less: Net income (loss) attributable to the noncontrolling interest	12,304	383	(319)
Net income (loss) attributable to CCIC stockholders	188,584	171,077	(310,940)
Dividends on preferred stock and losses on purchases of preferred stock	(2,629)	(22,940)	(20,806)
Net income (loss) attributable to CCIC stockholders after deduction of dividends on preferred stock and losses on purchases of preferred stock	<u>\$ 185,955</u>	<u>\$ 148,137</u>	<u>\$ (331,746)</u>
Net income (loss)	<u>\$ 200,888</u>	<u>\$ 171,460</u>	<u>\$ (311,259)</u>
Other comprehensive income (loss):			
Available-for-sale securities, net of taxes of \$0, \$0, and \$0:			
Unrealized gains (losses), net of taxes	—	(7,537)	738
Derivative instruments, net of taxes of \$17,115, \$0, and \$(14,997):			
Net change in fair value of cash flow hedging instruments, net of taxes	—	(973)	(140,194)
Amounts reclassified into results of operations, net of taxes	48,124	71,707	56,890
Foreign currency translation adjustments	6,308	(848)	27,908
Total other comprehensive income (loss)	<u>54,432</u>	<u>62,349</u>	<u>(54,658)</u>
Comprehensive income (loss)	255,320	233,809	(365,917)
Less: Comprehensive income (loss) attributable to the noncontrolling interest	11,531	750	(223)
Comprehensive income (loss) attributable to CCIC stockholders	<u>\$ 243,789</u>	<u>\$ 233,059</u>	<u>\$ (365,694)</u>
Net income (loss) attributable to CCIC common stockholders, after deduction of dividends on preferred stock and losses of purchases of preferred stock, per common share:			
Basic	0.64	0.52	(1.16)
Diluted	0.64	0.52	(1.16)
Weighted-average common shares outstanding (in thousands):			
Basic	289,285	283,821	286,764
Diluted	291,270	285,947	286,764

(a) Exclusive of depreciation, amortization and accretion shown separately.

See accompanying notes to consolidated financial statements.

**CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF CASH FLOWS**

(In thousands of dollars)

	Years Ended December 31,		
	2012	2011	2010
<b>Cash flows from operating activities:</b>			
Net income (loss)	\$ 200,888	\$ 171,460	\$ (311,259)
Adjustments to reconcile net income (loss) to net cash provided by (used for) operating activities:			
Depreciation, amortization and accretion	622,592	552,951	540,771
Gains (losses) on retirement of long-term obligations	131,974	—	138,367
Amortization of deferred financing costs and other non-cash interest	109,350	102,943	85,454
Stock-based compensation expense	41,944	32,610	36,540
Asset write-down charges	15,548	22,285	13,687
Deferred income tax benefit (provision)	(110,374)	4,626	(26,196)
Income (expense) from forward-starting interest rate swaps	—	—	286,435
Other adjustments	612	4,122	857
Changes in assets and liabilities, excluding the effects of acquisitions:			
Increase (decrease) in accrued interest	(13,520)	201	(4,285)
Increase (decrease) in accounts payable	34,543	(7,497)	1,702
Increase (decrease) in deferred revenues, deferred ground lease payables, other accrued liabilities and other liabilities	98,686	19,606	39,012
Decrease (increase) in receivables	(98,570)	(17,407)	(11,653)
Decrease (increase) in prepaid expenses, deferred site rental receivables, long-term prepaid rent, restricted cash and other assets	(261,116)	(242,446)	(186,002)
Net cash provided by (used for) operating activities	<u>772,557</u>	<u>643,454</u>	<u>603,430</u>
<b>Cash flows from investing activities:</b>			
Payment for acquisitions of businesses, net of cash acquired	(3,759,475)	(37,551)	(139,158)
Capital expenditures	(441,383)	(347,942)	(228,058)
Other investing activities, net	1,262	(14,372)	(23,733)
Net cash provided by (used for) investing activities	<u>(4,199,596)</u>	<u>(399,865)</u>	<u>(390,949)</u>
<b>Cash flows from financing activities:</b>			
Proceeds from issuance of long-term debt	5,250,000	—	3,450,000
Proceeds from issuance of capital stock	258	1,557	18,731
Principal payments on debt and other long-term obligations	(80,818)	(35,345)	(26,398)
Purchases and redemptions of long-term debt	(1,978,709)	—	(3,541,312)
Purchases of capital stock	(36,043)	(303,414)	(159,639)
Purchases of preferred stock	—	(15,002)	—
Borrowings under revolving credit facility	1,253,000	283,000	157,000
Payments under revolving credit facility	(251,000)	(189,000)	—
Payments for financing costs	(78,641)	—	(59,259)
Payments for forward-starting interest rate swap settlements	—	—	(697,821)
Net (increase) decrease in restricted cash	(288,763)	1,979	11,953
Dividends on preferred stock	(2,481)	(19,487)	(19,879)
Net cash provided by (used for) financing activities	<u>3,786,803</u>	<u>(275,712)</u>	<u>(866,624)</u>
<b>Effect of exchange rate changes on cash</b>	<u>1,480</u>	<u>(288)</u>	<u>528</u>
<b>Net increase (decrease) in cash and cash equivalents</b>	<u>361,244</u>	<u>(32,411)</u>	<u>(653,615)</u>
<b>Cash and cash equivalents at beginning of year</b>	<u>80,120</u>	<u>112,531</u>	<u>766,146</u>
<b>Cash and cash equivalents at end of year</b>	<u>\$ 441,364</u>	<u>\$ 80,120</u>	<u>\$ 112,531</u>

See accompanying notes to consolidated financial statements.

**CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND EQUITY**  
(In thousands of dollars, except share amounts)

	CCIC Stockholders' Equity											
	Redeemable Convertible Preferred Stock		Common Stock			Accumulated Other Comprehensive Income (Loss) ("AOCI")						Total
	Shares	Amount	Shares	(\$01 Par)	Additional Paid-In Capital	Foreign Currency Translation Adjustments	Derivative Instruments	Unrealized Gains (Losses) on Available-for-sale Securities	Accumulated Deficit	Noncontrolling Interest		
Balance, January 1, 2010	6,361,000	\$ 315,654	292,729,684	\$ 2,927	\$ 5,685,874	\$ 68,447	\$ (199,470)	\$ 6,799	\$ (2,628,336)	\$ (156)	\$ 2,936,085	
Stock-based compensation related activity, net of forfeitures	—	—	2,230,458	22	55,249	—	—	—	—	—	55,271	
Purchases and retirement of capital stock	—	—	(4,133,858)	(41)	(159,598)	—	—	—	—	—	(159,639)	
Foreign currency translation adjustments	—	—	—	—	—	27,812	—	—	—	96	27,908	
Available-for-sale securities:												
Unrealized gain (loss), net of tax	—	—	—	—	—	—	—	738	—	—	738	
Derivative instruments:												
Net change in fair value of cash flow hedging instruments, net of tax	—	—	—	—	—	—	(140,194)	—	—	—	(140,194)	
Amounts reclassified into results of operations, net of tax	—	—	—	—	—	—	56,890	—	—	—	56,890	
Dividends on preferred stock and amortization of issue costs	—	927	—	—	—	—	—	—	(20,806)	—	(20,806)	
Net income (loss)	—	—	—	—	—	—	—	—	(310,940)	(319)	(311,259)	
Balance, December 31, 2010	6,361,000	\$ 316,581	290,826,284	\$ 2,908	\$ 5,581,525	\$ 96,259	\$ (282,774)	\$ 7,537	\$ (2,960,082)	\$ (379)	\$ 2,444,994	

**CCIC Stockholders' Equity**

	Redeemable Convertible Preferred Stock		Common Stock		AOCI				Accumulated Deficit	Noncontrolling Interest	Total
	Shares	Amount	Shares	(\$.01 Par)	Additional Paid-In Capital	Foreign Currency Translation Adjustments	Derivative Instruments	Unrealized Gains (Losses) on Available-for-sale Securities			
Balance, December 31, 2010	6,361,000	\$ 316,581	290,826,284	\$ 2,908	\$ 5,581,525	\$ 96,259	\$ (282,774)	\$ 7,537	\$ (2,960,082)	\$ (379)	\$ 2,444,994
Stock-based compensation related activity, net of forfeitures	—	—	1,000,891	10	34,157	—	—	—	—	—	34,167
Purchases and retirement of capital stock	—	—	(7,377,803)	(74)	(303,340)	—	—	—	—	—	(303,414)
Purchases and retirement of preferred stock and losses on purchases of preferred stock	(250,000)	(12,464)	—	—	—	—	—	—	(2,538)	—	(2,538)
Foreign currency translation adjustments	—	—	—	—	—	(1,215)	—	—	—	367	(848)
Available-for-sale securities:											
Unrealized gain (loss), net of tax	—	—	—	—	—	—	—	(7,537)	—	—	(7,537)
Derivative instruments:											
Net change in fair value of cash flow hedging instruments, net of tax	—	—	—	—	—	—	(973)	—	—	—	(973)
Amounts reclassified into results of operations, net of tax	—	—	—	—	—	—	71,707	—	—	—	71,707
Dividends on preferred stock and amortization of issue costs	—	915	—	—	—	—	—	—	(20,402)	—	(20,402)
Acquisition of noncontrolling interest	—	—	—	—	—	—	—	—	—	248	248
Net income (loss)	—	—	—	—	—	—	—	—	171,077	383	171,460
Balance, December 31, 2011	6,111,000	\$ 305,032	284,449,372	\$ 2,844	\$ 5,312,342	\$ 95,044	\$ (212,040)	\$ —	\$ (2,811,945)	\$ 619	\$ 2,386,864
Stock-based compensation related activity, net of forfeitures	—	—	1,129,579	12	42,192	—	—	—	—	—	42,204
Purchases and retirement of capital stock	—	—	(700,070)	(7)	(36,036)	—	—	—	—	—	(36,043)
Conversion of redeemable preferred stock into common stock	(6,111,000)	(305,180)	8,285,905	83	305,097	—	—	—	—	—	305,180
Foreign currency translation adjustments	—	—	—	—	—	7,081	—	—	—	(773)	6,308
Derivative instruments:											
Amounts reclassified into results of operations, net of tax	—	—	—	—	—	—	48,124	—	—	—	48,124
Dividends on preferred stock and amortization of issue costs	—	148	—	—	—	—	—	—	(2,629)	—	(2,629)
Disposition of noncontrolling interest	—	—	—	—	—	—	—	—	—	368	368
Net income (loss)	—	—	—	—	—	—	—	—	188,584	12,304	200,888
Balance, December 31, 2012	—	\$ —	293,164,786	\$ 2,932	\$ 5,623,595	\$ 102,125	\$ (163,916)	\$ —	\$ (2,625,990)	\$ 12,518	\$ 2,951,264

See accompanying notes to consolidated financial statements.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Tabular dollars in thousands, except per share amounts)**

**1. Basis of Presentation**

The consolidated financial statements include the accounts of Crown Castle International Corp. ("CCIC") and its majority and wholly-owned subsidiaries, collectively referred to herein as the "Company." All significant intercompany balances and transactions have been eliminated in consolidation.

The Company owns, operates and leases shared wireless infrastructure, including: (1) towers and other structures, such as rooftops (collectively, "towers"), (2) distributed antenna systems ("DAS"), a type of small cell network ("small cells"), and (3) interests in land under third party towers in various forms (collectively, "third party land interests") (collectively, "wireless infrastructure"). The Company conducts operations through subsidiaries of Crown Castle Operating Company ("CCOC"), including (1) certain subsidiaries which operate wireless infrastructure portfolios in the United States, including Puerto Rico ("U.S." or "CCUSA") and (2) a 77.6% owned subsidiary that operates towers in Australia (referred to as "CCAL"). The Company's core business is providing access, including space or capacity, to (1) its approximately 31,500 towers of which approximately 29,800 towers are in CCUSA and approximately 1,700 towers are in CCAL, and to a lesser extent, to (2) its small cells, and (3) third party land interests to wireless communications companies via long-term contracts in various forms, including licenses, subleases and lease agreements (collectively, "contracts").

Approximately 6,500 of our towers are leased or operated for an initial period of 32 years (through May 2037) under master leases and subleases with Sprint Nextel ("Sprint"). The Company has the option to purchase in 2037 all (but not less than all) of the Sprint towers from Sprint for approximately \$2.3 billion. Approximately 6,200 of our towers are leased or subleased or operated or managed under a master prepaid lease and other related agreements with T-Mobile USA, Inc. ("T-Mobile") with a weighted-average term of approximately 28 years, weighted on site rental gross margin. The Company has the option to purchase these towers from T-Mobile at the end of the respective lease or sublease terms for aggregate option payments of approximately \$2.0 billion, which payments, if exercised would be between 2035 and 2049. Approximately 470 of our towers are subject to a lease and sublease and other related arrangements with AT&T. The Company has the option to purchase these towers that we do not otherwise already own at the end of the respective lease terms for aggregate option payments of up to approximately \$405 million, which payments, if exercised would be due between 2018 and 2032 (less than \$10 million would be due before 2025).

To a lesser extent, the Company also provides certain network services relating to its wireless infrastructure, consisting of (1) customer equipment installation and subsequent augmentation services (collectively, "installation services"), and (2) the following additional site development services relating to existing and new antenna installations on its wireless infrastructure: site acquisition, architectural and engineering, zoning and permitting, fiber installation, other construction and other services related network development.

The preparation of financial statements in conformity with U.S. generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**2. Summary of Significant Accounting Policies**

*Cash Equivalents*

Cash equivalents consist of highly liquid investments with original maturities of three months or less.

*Restricted Cash*

Restricted cash represents (1) the cash held in reserve by the indenture trustees pursuant to the indenture governing certain of the Company's debt instruments, (2) cash securing performance obligations such as letters of credit, as well as (3) any other cash whose use is limited by contractual provisions. The restriction of all rental cash receipts is a critical feature of the Company's debt instruments, due to the applicable indenture trustee's ability to utilize the restricted cash for the payment of (1) debt service costs, (2) ground rents, (3) real estate and personal property taxes, (4) insurance premiums related to towers, (5) other assessments by governmental authorities and potential environmental remediation costs, and (6) a portion of advance rents from customers. The restricted cash in excess of required reserve balances is subsequently released to the Company in accordance with the terms of the indentures. The Company has classified the increases and decreases in restricted cash as (1) cash provided by financing activities for cash held by indenture trustees based on consideration of the terms of the related indebtedness, although the cash

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

flows have aspects of both financing activities and operating activities, (2) cash provided by investing activities for cash securing performance obligations, and (3) cash provided by operating activities for the other remaining restricted cash.

The following table is a summary of the impact of restricted cash on the statement of cash flows for the three years ending December 31, 2012.

	For the years ending December 31,		
	2012	2011	2010
Net cash provided by (used from) operating activities	\$ 11,475	\$ (17,902)	\$ (18,939)
Net cash provided by (used from) investing activities	\$ (46,282) <sup>(a)</sup>	\$ (15,430)	\$ (515)
Net cash provided by (used from) financing activities	\$ (288,763) <sup>(b)</sup>	\$ 1,979	\$ 11,953

(a) Inclusive of \$46.3 million of acquired restricted cash.

(b) Inclusive of \$316.6 million of cash held by the trustee to retire the 7.75% Secured Notes as discussed in notes 6 and 20.

*Receivables Allowance*

An allowance for doubtful accounts is recorded as an offset to accounts receivable in order to present a net balance that the Company believes will be collected. An allowance for uncollectible amounts is recorded to offset the deferred site rental receivables that arise from site rental revenues recognized in excess of amounts currently due under the contract. The Company uses judgment in estimating these allowances and considers historical collections, current credit status and contractual provisions. Additions to the allowance for doubtful accounts are charged either to "site rental costs of operations" or to "network services and other costs of operations," as appropriate; and deductions from the allowance are recorded when specific accounts receivable are written off as uncollectible. Additions or reversals to the allowance for uncollectible deferred site rental receivables are charged to site rental revenues, and deductions from the allowance are recorded as contracts terminate.

*Lease Accounting*

*General.* The Company classifies its leases at inception as either operating leases or capital leases. A lease is classified as a capital lease if at least one of the following criteria are met, subject to certain exceptions noted below: (1) the lease transfers ownership of the leased assets to the lessee, (2) there is a bargain purchase option, (3) the lease term is equal to 75% or more of the economic life of the leased assets or (4) the present value of the minimum lease payments equals or exceeds 90% of the fair value of the leased assets.

*Lessee.* Leases for land are evaluated for capital lease treatment if at least one of the first two criteria mentioned in the immediately preceding paragraph is present relating to the leased assets. When the Company, as lessee, classifies a lease as a capital lease, it records an asset in an amount equal to the present value of the minimum lease payments under the lease at the beginning of the lease term. Applicable operating leases are recognized on a straight-line basis as discussed under "costs of operations" below.

*Lessor.* If the Company is the lessor of leased property that is part of a larger whole (including with respect to a portion of space on a tower) and for which fair value is not objectively determinable, then such lease is accounted for as an operating lease. As applicable, operating leases are recognized on a straight-line basis as discussed under "revenue recognition."

*Property and Equipment*

Property and equipment is stated at cost, net of accumulated depreciation. Property and equipment includes land owned in fee and perpetual easements for land which have no definite life. Land owned in fee and perpetual easements for land are recorded as "property and equipment, net." When the Company purchases fee ownership or perpetual easements for the land previously subject to ground lease, the Company reduces the value recorded as land by the amount of the deferred ground lease payable and unamortized above-market leases. Depreciation is computed utilizing the straight-line method at rates based upon the estimated useful lives of the various classes of assets. Depreciation of wireless infrastructure is computed with a useful life equal to the shorter of 20 years or the term of the underlying ground lease (including optional renewal periods). Additions, renewals and improvements are capitalized, while maintenance and repairs are expensed. Interest costs incurred related to the construction of certain property and equipment are capitalized. Upon the sale or retirement of an asset, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is recognized. The carrying value of property and equipment will be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. If the sum of the estimated future cash flows (undiscounted) expected to result from the use and eventual disposition of the asset



**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

group is less than the carrying amount of the asset group, an impairment loss is recognized. Measurement of an impairment loss is based on the fair value of the asset. Construction in process is impaired when projects are abandoned or terminated.

*Asset Retirement Obligations*

Pursuant to its ground lease and easement agreements, the Company records obligations to perform asset retirement activities, including requirements to remove wireless infrastructure or remediate the land upon which the Company's wireless infrastructure resides. The fair value of the liability for asset retirement obligations, which represents the net present value of the estimated expected future cash outlay, is recognized in the period in which it is incurred and the fair value of the liability can reasonably be estimated. Changes subsequent to initial measurement resulting from revisions to the timing or amount of the original estimate of undiscounted cash flows are recognized as an increase or decrease in the carrying amount of the liability and related carrying amount of the capitalized asset. Asset retirement obligations are included in "below-market tenant leases, deferred ground lease payable and other liabilities" on the Company's consolidated balance sheet. The liability accretes as a result of the passage of time and the related accretion expense is included in "depreciation, amortization and accretion expense" on the Company's consolidated statement of operations and comprehensive income (loss). The associated asset retirement costs are capitalized as an additional carrying amount of the related long-lived asset and depreciated over the useful life of such asset.

*Goodwill*

Goodwill represents the excess of the purchase price for an acquired business over the allocated value of the related net assets. The Company tests goodwill for impairment on an annual basis, regardless of whether adverse events or changes in circumstances have occurred. The annual test begins with goodwill and all intangible assets being allocated to applicable reporting units. The Company then performs a qualitative assessment to determine whether it is "more likely than not" that the fair value of the reporting units is less than its carrying amount. If it is concluded that it is "more likely than not" that the fair value of a reporting unit is less than its carrying amount, it is necessary to perform the two-step goodwill impairment test. The two-step goodwill impairment test begins with an estimation of fair value of the reporting unit using an income approach, which looks to the present value of expected future cash flows. The first step, commonly referred to as a "step-one impairment test," is a screen for potential impairment while the second step measures the amount of impairment if there is an indication from the first step that one exists. The Company's measurement of the fair value for goodwill is based on an estimate of discounted future cash flows of the reporting unit. The Company performed its most recent annual goodwill impairment test as of October 1, 2012, which resulted in no impairments.

*Intangible Assets*

Intangible assets are included in "site rental contracts and customer relationships, net" and "other intangible assets, net" on the Company's consolidated balance sheet and predominately consist of the estimated fair value of the following items recorded in conjunction with acquisitions: (1) site rental contracts and customer relationships, (2) below-market leases for land interest under the acquired wireless infrastructure, (3) term easement rights for land interest under the acquired wireless infrastructure, and (4) other contractual rights such as trademarks. The site rental contracts and customer relationships intangible assets are comprised of (1) the current term of the existing contracts, (2) the expected exercise of the renewal provisions contained within the existing contracts, which automatically occur under contractual provisions, and (3) any associated relationships that are expected to generate value following the expiration of all renewal periods under existing contracts.

The useful lives of intangible assets are estimated based on the period over which the intangible asset is expected to benefit the Company and gives consideration to the expected useful life of other assets to which the useful life may relate. Amortization expense for intangible assets is computed using the straight-line method over the estimated useful life of each of the intangible assets. The useful life of the site rental contracts and customer relationships intangible asset is limited by the maximum depreciable life of the wireless infrastructure ( 20 years), as a result of the interdependency of the wireless infrastructure and site rental contracts. In contrast, the site rental contracts and customer relationships are estimated to provide economic benefits for several decades because of the low rate of customer cancellations and high rate of renewals experienced to date. Thus, while site rental contracts and customer relationships are valued based upon the fair value, which includes assumptions regarding both (1) customers' exercise of optional renewals contained in the acquired contracts and (2) renewals of the acquired contracts past the contractual term including exercisable options, the site rental contracts and customer relationships are amortized over a period not to exceed 20 years as a result of the useful life being limited by the depreciable life of the wireless infrastructure.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

The carrying value of other intangible assets with finite useful lives will be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. The Company has a dual grouping policy for purposes of determining the unit of account for testing impairment of the site rental contracts and customer relationships intangible assets. First, the Company pools the site rental contracts and customer relationships with the related wireless infrastructure assets into portfolio groups for purposes of determining the unit of account for impairment testing. Second and separately, the Company evaluates the site rental contracts and customer relationships by significant customer or by customer grouping for individually insignificant customers, as appropriate. If the sum of the estimated future cash flows (undiscounted) expected to result from the use and eventual disposition of an asset is less than the carrying amount of the asset, an impairment loss is recognized. Measurement of an impairment loss is based on the fair value of the asset.

*Deferred Credits*

Deferred credits are included in “deferred revenues” and “below-market tenant leases, deferred ground lease payable and other liabilities” on the Company's consolidated balance sheet and consist of the estimated fair value of the following items recorded in conjunction with acquisitions: (1) below-market tenant leases for contractual interests with tenants on the acquired wireless infrastructure and (2) above-market leases for land interests under the Company's wireless infrastructure.

Fair value for these deferred credits represents the difference between (1) the stated contractual payments to be made pursuant to the in-place lease and (2) management's estimate of fair market lease rates for each corresponding lease. Deferred credits are measured over a period equal to the estimated remaining economic lease term considering renewal provisions, and economics associated with those renewal provisions, to the extent applicable. Below-market tenant leases and above-market leases for land interests are amortized to site rental revenues and site rental costs of operations, respectively, over their respective estimated remaining lease term at the acquisition date.

*Deferred Financing Costs*

Costs incurred to obtain financing, including underwriter, banker, legal and accounting fees, are deferred and amortized over the estimated term of the related borrowing using the effective yield method. Deferred financing costs are included in "long-term prepaid rent, deferred financing costs and other assets" on the Company's consolidated balance sheet.

*Accrued Estimated Property Taxes*

The accrual for estimated property tax obligations is based on assessments currently in effect and estimates of additional taxes. The Company recognizes the benefit of tax appeals upon ultimate resolution of the appeal.

*Revenue Recognition*

Site rental revenues are recognized on a monthly basis over the fixed, non-cancelable term of the relevant contract (generally ranging from five to 15 years), regardless of whether the payments from the customer are received in equal monthly amounts. The Company's contracts contain fixed escalation clauses (such as fixed dollar or fixed percentage increases) or inflation-based escalation clauses (such as those tied to the consumer price index ("CPI")). If the payment terms call for fixed escalations or rent free periods, the effect is recognized on a straight-line basis over the fixed, non-cancelable term of the agreement. When calculating straight-line rental revenues, the Company considers all fixed elements of tenant contractual escalation provisions, even if such escalation provisions contain a variable element in addition to a minimum. The Company's assets related to straight-line site rental revenues are included in "other current assets" and "deferred site rental receivables, net" and amounts received in advance are recorded as "deferred revenues."

Network services revenues are recognized after completion of the applicable service. Nearly all of the antenna installation services are billed on a cost-plus profit basis.

Sales taxes and value-added taxes collected from customers and remitted to governmental authorities are presented on a net basis.

*Costs of Operations*

Approximately two-thirds of the Company's site rental costs of operations expenses consist of ground lease expenses, and the remainder includes property taxes, repairs and maintenance expenses, employee compensation and related benefit costs, and utilities. Network services and other costs of operations predominately consist of third party service providers such as contractors and professional service firms.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

Generally, the ground leases for land are specific to each site and are for an initial term of five years and are renewable for pre-determined periods. The Company also enters into term easements and ground leases in which it prepays the entire term in advance. Ground lease expense is recognized on a monthly basis, regardless of whether the lease agreement payment terms require the Company to make payments annually, quarterly, monthly, or for the entire term in advance. The Company's ground leases contain fixed escalation clauses (such as fixed dollar or fixed percentage increases) or inflation-based escalation clauses (such as those tied to the CPI). If the payment terms include fixed escalation provisions, the effect of such increases is recognized on a straight-line basis. The Company calculates the straight-line ground lease expense using a time period that equals or exceeds the remaining depreciable life of the wireless infrastructure asset. Further, when a tenant has exercisable renewal options that would compel the Company to exercise existing ground lease renewal options, the Company has straight-lined the ground lease expense over a sufficient portion of such ground lease renewals to coincide with the final termination of the tenant's renewal options. The Company's non-current liability related to straight-line ground lease expense is included in "below-market tenant leases, deferred ground lease payable and other liabilities" on the Company's consolidated balance sheet. The Company's asset related to prepaid ground leases is included in "prepaid expenses" and "long-term prepaid rent, deferred financing costs and other assets, net" on the Company's consolidated balance sheet.

*Acquisition and Integration Costs*

All direct or incremental costs related to a business combination are expensed as incurred. Costs include severance, retention bonuses payable to employees of an acquired enterprise, temporary employees to assist with the integration of the acquired operations, and fees paid for services such as consulting, accounting, legal, or engineering reviews. These business combination costs are included in "acquisition and integration costs" on the Company's consolidated statement of operations and comprehensive income (loss).

*Stock-Based Compensation*

*Restricted Stock Awards.* The Company records stock-based compensation expense only for those nonvested stock awards ("restricted stock awards") for which the requisite service is expected to be rendered. The cumulative effect of a change in the estimated number of restricted stock awards for which the requisite service is expected to be or has been rendered is recognized in the period of the change in the estimate. To the extent that the requisite service is rendered, compensation cost for accounting purposes is not reversed; rather, it is recognized regardless of whether or not the awards vest. A discussion of the Company's valuation techniques and related assumptions and estimates used to measure the Company's stock-based compensation is as follows:

*Valuation.* The fair value of restricted stock awards without market conditions is determined based on the number of shares granted and the quoted price of the Company's stock at the date of grant. The Company estimates the fair value of restricted stock awards with market conditions granted using a Monte Carlo simulation. The Company's determination of the fair value of restricted stock awards with market conditions on the date of grant is affected by its stock price as well as assumptions regarding a number of highly complex and subjective variables. The determination of fair value using a Monte Carlo simulation requires the input of subjective assumptions, and other reasonable assumptions could provide differing results.

*Amortization Method.* The Company amortizes the fair value of all restricted stock awards on a straight-line basis for each separately vesting tranche of the award (graded vesting schedule) over the requisite service periods. In the case of accelerated vesting based on the market performance of the Company's common stock, the compensation costs related to the vested awards that have not previously been amortized are recognized upon vesting.

*Expected Volatility.* The Company estimates the volatility of its common stock at the date of grant based on the historical volatility of its common stock and implied volatility on publicly traded options on the Company's common stock.

*Risk-Free Rate.* The Company bases the risk-free rate on the implied yield currently available on U.S. Treasury issues with an equivalent remaining term equal to the expected life of the award.

*Forfeitures.* The Company uses historical data and management's judgment about the future employee turnover rates to estimate the number of shares for which the requisite service period will not be rendered.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

*Interest Expense and Amortization of Deferred Financing Costs*

The components of interest expense and amortization of deferred financing costs are as follows:

	Years Ended December 31,		
	2012	2011	2010
Interest expense on debt obligations	\$ 491,694	\$ 404,644	\$ 404,815
Amortization of deferred financing costs	23,324	15,086	15,397
Amortization of discounts on long-term debt	21,297	16,090	14,481
Amortization of interest rate swaps	65,239	71,707	54,169
Other, net of capitalized interest	(510)	60	1,407
Total	<u>\$ 601,044</u>	<u>\$ 507,587</u>	<u>\$ 490,269</u>

The Company amortizes discounts and purchase price adjustments on long-term debt over the estimated term of the related borrowing using the effective interest yield method. Discounts and purchase price adjustments are presented as a reduction to the related debt obligation on the Company's consolidated balance sheet.

*Income Taxes*

The Company accounts for income taxes using an asset and liability approach, which requires the recognition of deferred income tax assets and liabilities for the expected future tax consequences of events that have been recognized in the Company's financial statements or tax returns. Deferred income tax assets and liabilities are determined based on the temporary differences between the financial statement and tax bases of assets and liabilities using enacted tax rates. A valuation allowance is provided on deferred tax assets if it is determined that it is more likely than not that the asset will not be realized.

The Company records a valuation allowance against deferred tax assets when it is "more likely than not" that some portion or all of the deferred tax asset will not be realized. The Company reviews the recoverability of deferred tax assets each quarter and based upon projections of future taxable income, reversing deferred tax liabilities and other known events that are expected to affect future taxable income, records a valuation allowance for assets that do not meet the "more likely than not" realization threshold. Valuation allowances may be reversed if related deferred tax assets are deemed realizable based upon changes in facts and circumstances that impact the recoverability of the asset.

The Company recognizes a tax position if it is more likely than not that it will be sustained upon examination. The tax position is measured at the largest amount that is greater than 50 percent likely of being realized upon ultimate settlement. The Company reports penalties and tax-related interest expense as a component of the benefit (provision) for income taxes. As of December 31, 2012 and 2011, the Company has not recorded any penalties related to income taxes.

*Per Share Information*

Basic net income (loss) attributable to CCIC common stockholders, after deduction of dividends on preferred stock and losses on purchases of preferred stock, per common share excludes dilution and is computed by dividing net income (loss) attributable to CCIC stockholders after deduction of dividends on preferred stock and losses on purchases of preferred stock by the weighted-average number of common shares outstanding during the period. Diluted income (loss) attributable to CCIC common stockholders after deduction of dividends on preferred stock and losses on purchases of preferred stock, per common share is computed by dividing net income (loss) attributable to CCIC stockholders after deduction of dividends on preferred stock and losses on purchases of preferred stock by the weighted-average number of common shares outstanding during the period plus any potential dilutive common share equivalents, including shares issuable (1) upon exercise of stock options and the vesting of restricted stock awards as determined under the treasury stock method and (2) upon conversion of the Company's preferred stock, as determined under the if-converted method. The Company's restricted stock awards are considered participating securities and may be included in the computation of earnings pursuant to the two-class. However, the Company does not present the two-class method when there is no difference between the per share amount under the two-class method and the treasury stock method.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

A reconciliation of the numerators and denominators of the basic and diluted per share computations is as follows:

	Years Ended December 31,		
	2012	2011	2010
Net income (loss) attributable to CCIC stockholders	\$ 188,584	\$ 171,077	\$ (310,940)
Dividends on preferred stock and losses on purchases of preferred stock	(2,629)	(22,940)	(20,806)
Net income (loss) attributable to CCIC common stockholders after deduction of dividends on preferred stock and losses on purchases of preferred stock	\$ 185,955	\$ 148,137	\$ (331,746)
Weighted-average number of common shares outstanding (in thousands):			
Basic weighted-average number of common stock outstanding	289,285	283,821	286,764
Effect of assumed dilution from potential common shares relating to stock options and restricted stock awards	1,985	2,126	—
Diluted weighted-average number of common shares outstanding	291,270	285,947	286,764
Net income (loss) attributable to CCIC common stockholders, after deduction of dividends on preferred stock, per common share:			
Basic	\$ 0.64	\$ 0.52	\$ (1.16)
Diluted	\$ 0.64	\$ 0.52	\$ (1.16)

For the years ended December 31, 2012 and 2011, 0.2 million and 0.9 million restricted stock awards, respectively, were excluded from the dilutive common shares because certain stock price hurdles would not have been achieved assuming that December 31, 2012 and 2011 were the respective ends of the contingency periods. For the year ended December 31, 2010, all of the CCIC stock options and unvested restricted stock awards are excluded from dilutive common shares because the net impact is anti-dilutive. In addition, for the years ended 2011 and 2010, 8.3 million and 8.6 million shares, respectively, reserved for issuance upon conversion of the 6.25% Redeemable Convertible Preferred Stock are excluded from dilutive common shares in 2011 and 2010 as well because the impact of such conversion would be anti-dilutive. See notes 10 and 12.

*Foreign Currency Translation*

The Company's international operations use the local currency as their functional currency. The Company translates the results of these international operations using the applicable average exchange rate for the period, and translates the assets and liabilities using the applicable exchange rate at the end of the period. The cumulative effect of changes in the exchange rate is recorded as "foreign currency translation adjustments" in other comprehensive income (loss). See note 16.

*Fair Values*

The Company's assets and liabilities recorded at fair value are categorized based upon a fair value hierarchy that ranks the quality and reliability of the information used to determine fair value. The three levels of the fair value hierarchy are (1) Level 1 — quoted prices (unadjusted) in active and accessible markets, (2) Level 2 — observable prices that are based on inputs not quoted in active markets but corroborated by market data, and (3) Level 3 — unobservable inputs and are not corroborated by market data. The Company evaluates level classifications quarterly, and transfers between levels are effective at the end of the quarterly period.

The fair value of cash and cash equivalents and restricted cash approximate the carrying value. The Company determines fair value of its debt securities based on indicative quotes (that is non-binding quotes) from brokers that require judgment to interpret market information including implied credit spreads for similar borrowings on recent trades or bid/ask prices or quotes from active markets if applicable. The fair value of interest rate swaps is determined using the income approach and is predominately based on observable interest rates and yield curves and, to a lesser extent, the Company's and the contract counterparty's credit risk. There were no changes since December 31, 2011 in the Company's valuation techniques used to measure fair values.

See note 8 for a further discussion of fair values.

*Derivative Instruments*

The Company had previously entered into interest rate swaps, to manage and reduce its interest rate risk. Derivative financial instruments are entered into for periods that match the related underlying exposures and do not constitute positions independent of these exposures. The Company can designate derivative financial instruments as hedges. The Company can also enter into derivative financial instruments that are not designated as accounting hedges.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

Derivatives are recognized on the consolidated balance sheet at fair value. If the derivative is designated as a cash flow hedge, the effective portion of the change in the fair value of the derivative is recorded as a separate component of stockholders' equity, captioned "accumulated other comprehensive income (loss)," and recognized as increases or decreases to "interest expense and amortization of deferred financing costs" when the hedged item affects earnings. Any hedge ineffectiveness is included in "net gain (loss) on interest rate swaps" on the consolidated statement of operations and comprehensive income (loss). If a hedge ceases to qualify for hedge accounting, any change in the fair value of the derivative since the date it ceased to qualify is recorded to "net gain (loss) on interest rate swaps." However, any amounts previously recorded to "accumulated other comprehensive income (loss)" would remain there until the original forecasted transaction affects earnings. In a situation where it becomes probable that the hedged forecasted transaction will not occur, any gains or losses that have been recorded to "accumulated other comprehensive income (loss)" are immediately reclassified to earnings. Derivatives that do not meet the requirements for hedge accounting are marked to market through "net gain (loss) on interest rate swaps" on the consolidated statement of operations and comprehensive income (loss). Forward-starting interest rate swaps with an other-than-insignificant financing element at inception are classified as cash provided by financing activities, while other interest rate swaps are classified as cash provided by operating activities.

To qualify for hedge accounting, the details of the hedging relationship must be formally documented at the inception of the arrangement, including the risk management objective, hedging strategy, hedged item, specific risks that are being hedged, the derivative instrument, how effectiveness is being assessed and how ineffectiveness will be measured. The derivative must be highly effective in offsetting changes in cash flows for the risk being hedged. In the context of hedging relationships, effectiveness refers to the degree to which fair value changes in the hedging instrument offset the corresponding expected earnings effects of the hedged item. The Company assesses the effectiveness of hedging relationships using regression analysis both at the inception of the hedge and on an on-going basis. In measuring ineffectiveness, the Company uses the hypothetical derivative method which compares the change in fair value of the actual swap with the change in fair value of a hypothetical swap that would have terms that would identically match the critical terms of the hedged floating rate liability.

*Recent Accounting Pronouncements*

In September 2011, the FASB issued amended guidance on goodwill impairment testing. The amended guidance permits an entity to first perform a qualitative assessment to determine whether it is "more likely than not" that the fair value of a reporting unit is less than its carrying amount. If it is concluded that it is "more likely than not" that the fair value of a reporting unit is less than its carrying amount, it is then necessary to perform the two-step goodwill impairment test. Otherwise, the two-step goodwill impairment test is not required. The Company adopted this amended guidance during 2011.

**3. Acquisitions**

*NewPath Acquisition*

In September 2010, the Company acquired NewPath Networks, Inc. ("NewPath") for cash consideration of \$128 million through a merger with and into a subsidiary of the Company. NewPath was a provider of DAS, a network of antennas connected by fiber to a communications hub designed to facilitate wireless communications for wireless carriers. The final purchase price was predominately allocated to (1) property and equipment, (2) intangible assets consisting of site rental contracts and customer relationships, (3) goodwill, (4) deferred tax liabilities, and (5) other working capital, all of which are based on estimated fair values at the date of acquisition. The Company paid a purchase price that resulted in goodwill at CCUSA due to (1) the expected growth in DAS including the co-location of additional tenants and (2) opportunities to construct and lease future DAS.

*WCP Acquisition*

On January 12, 2012, the Company announced a definitive agreement to acquire certain subsidiaries of Wireless Capital Partners, LLC ("WCP"). On January 31, 2012 the Company closed the acquisition ("WCP Acquisition"). Upon closing, WCP held various contracts with wireless site owners, including approximately 2,300 ground lease related assets.

The purchase price of \$214.7 million includes \$39.2 million of restricted cash and excludes the assumption of \$336.3 million (after fair value adjustments) of debt. See note 6. The Company utilized a portion of the borrowings under the senior secured term loans issued in January 2012 ("2012 Term Loans") to fund the cash consideration.

The final allocation of the total purchase price for the WCP Acquisition was primarily allocated to restricted cash, long-term prepaid rent, other intangible assets, deferred income tax assets, goodwill and debt. The final purchase price allocation to long-term prepaid rent was approximately \$322.4 million and had a weighted-average amortization period of 37 years.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

*NextG Networks Acquisition*

In December 2011, the Company entered into a definitive agreement to acquire NextG Networks, Inc. ("NextG") for approximately \$1.0 billion in cash, subject to certain adjustments. On April 10, 2012, the Company closed the acquisition ("NextG Acquisition"). The Company utilized borrowings under the 2012 Term Loans to fund the cash consideration of approximately \$1.0 billion.

Prior to the NextG Acquisition, NextG was the largest U.S. provider of outdoor DAS, a network of antennas connected by fiber to a communications hub designed to facilitate wireless communications for wireless carriers. Approximately 75% of NextG's DAS at the time of the acquisition were located in the ten largest metropolitan statistical areas in the U.S.

Solely as a result of uncertainty related to potential adjustments to the purchase consideration with the seller, which adjustments, if any, are not expected to be material, the preliminary purchase price allocation is not finalized as of December 31, 2012. The preliminary purchase price allocation for the NextG Acquisition, as of December 31, 2012, is shown below.

Current assets	\$	74,995
Property and equipment		515,590
Goodwill		573,617
Other intangible assets, net		408,000
Other assets		237
Current liabilities		(104,987)
Below-market tenant leases and other non-current liabilities		(322,175)
Deferred income tax liabilities		(144,817)
Net assets acquired	<u>\$</u>	<u>1,000,460</u> <sup>(a)</sup>

(a) Since the initial preliminary purchase price allocation, adjustments to the purchase price included an increase of \$213.0 million to other intangible assets, net, a decrease of \$108.5 million to goodwill, and an increase of \$87.4 million to deferred tax liabilities. The effect of the change in the purchase price allocation on the Company's statement of operations is immaterial to the periods presented.

Subsequent to the closing of the NextG Acquisition, the Company finalized plans for the integration of NextG's operations and assets into the Company's operations, including with respect to the Company's policies, procedures and systems. As a result, for the twelve months ended December 31, 2012 the Company recognized integration costs of: (1) \$4.3 million related to severance and retention bonuses payable to involuntarily terminated employees of NextG and (2) other incremental costs directly related to the integration of \$6.0 million, including costs associated with temporary employees assisting with the NextG integration. These costs are classified as acquisition and integration costs in the Company's consolidated statement of operation and comprehensive income (loss).

*T-Mobile Acquisition*

In September 2012, the Company entered into a definitive agreement with T-Mobile to acquire the exclusive rights to lease, operate or otherwise acquire approximately 7,100 T-Mobile towers for approximately \$2.5 billion. On November 30, 2012, the Company closed on the acquisition ("T-Mobile Acquisition"). Upon closing, the Company obtained the exclusive right to lease and operate the T-Mobile towers (that are otherwise not owned by the Company). See note 1 for a further discussion of the terms of the T-Mobile lease including the purchase option. The Company utilized cash on hand, inclusive of the proceeds from the 5.25% Senior Notes, and borrowings from the 2012 Revolver (as defined in note 6) to fund the T-Mobile Acquisition. The Company recognized acquisition and integration costs of approximately \$3.6 million for the year ending December 31, 2012.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

The preliminary purchase price allocation is not finalized as of December 31, 2012, and is based upon a preliminary valuation which is subject to change as the Company obtains additional information, including with respect to fixed assets, intangibles assets, deferred taxes and certain liabilities. The preliminary purchase price allocation for the T-Mobile Acquisition, as of December 31, 2012, is shown below.

Current assets	\$	17,854
Property and equipment		1,459,413
Goodwill		428,019
Other intangible assets, net		403,260
Deferred income tax assets		203,619
Other assets		5,000
Below-market tenant leases and other non-current liabilities		(31,379) <sup>(a)</sup>
Net assets acquired	\$	<u>2,485,786</u>

(a) Inclusive of above-market leases for land interests under the Company's towers.

For additional discussion of the WCP Acquisition, NextG Acquisition and T-Mobile Acquisition see note 5 and note 9.

*Actual and Pro Forma Financial Information*

Net revenues and net income (loss) attributable to acquisitions completed during the year ended December 31, 2012 are included in the Company's consolidated statements of operations and comprehensive income (loss), since the date of each respective acquisition. For the year ended December 31, 2012, the WCP Acquisition, NextG Acquisition and T-Mobile Acquisition resulted in (1) increases to consolidated net revenues of \$143.3 million and (2) a net loss of \$12.6 million included in net income (loss) attributable to CCIC stockholders, which includes the impact of the debt assumed in the WCP acquisition and approximately \$16.2 million of acquisition and integration expenses, but excludes the interest expense associated with the financing to fund each of these acquisitions.

The unaudited pro forma financial results for the years ended December 31, 2012 and 2011 combine the historical results of the Company, along with the historical results of the WCP Acquisition, NextG Acquisition and T-Mobile Acquisition for the respective periods. The following table presents the unaudited pro forma consolidated results of operations of the Company as if each acquisition was completed as of January 1, 2011 for the periods presented below. The unaudited pro forma amounts are presented for illustrative purposes only and are not necessarily indicative of future consolidated results of operations.

	Twelve Months Ended December 31,	
	2012	2011
Net revenues	\$ 2,716,833 <sup>(a)</sup>	\$ 2,457,078 <sup>(a)</sup>
Income (loss) before income taxes	\$ 71,083	\$ 92,052
Benefit (provision) for income taxes	\$ 112,280 <sup>(d)</sup>	\$ (8,347) <sup>(d)</sup>
Net income (loss)	\$ 183,363 <sup>(b)(c)</sup>	\$ 83,705 <sup>(b)(c)(e)</sup>
Basic net income (loss) attributable to CCIC common stockholders, after deduction of dividends on preferred stock, per common share	\$ 0.58	\$ 0.21
Diluted net income (loss) attributable to CCIC common stockholders, after deduction of dividends on preferred stock, per common share	\$ 0.58	\$ 0.21

(a) For the years ended December 31, 2012 and 2011, amounts are inclusive of pro forma adjustments to increase net revenues of \$255.6 million and \$261.1 million, respectively, that we expect to recognize from T-Mobile under T-Mobile's contracted lease of space on the towers acquired in the T-Mobile Acquisition.

(b) For the years ended December 31, 2012 and 2011, amounts are inclusive of pro forma adjustments to depreciation and amortization of \$109.8 million and \$125.7 million, respectively, related to property and equipment and intangibles recorded as a result of the WCP Acquisition, NextG Acquisition, and T-Mobile Acquisition.

(c) Amounts are exclusive of interest expense associated with the financing to fund each of these acquisitions but includes the impact of the debt assumed in the WCP Acquisition.

(d) For the year ended December 31, 2011, the Company did not make pro forma adjustments to the benefits (provision) for income tax as a result of the Company's tax position. For the year ended December 31, 2012, the pro forma adjustments reflects the federal statutory rate and no adjustment was made with respect to the Company's reversal of valuation allowance.

(e) Amounts are inclusive of \$46.3 million in NextG stock-based compensation charges and \$15.7 million in acquisition and integration costs incurred by NextG prior to the acquisition date.



**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

**4. Property and Equipment**

The major classes of property and equipment are as follows:

	Estimated Useful Lives	December 31,	
		2012	2011
Land owned in fee and perpetual easements	—	\$ 1,119,592	\$ 960,191
Buildings	40 years	56,883	37,454
Wireless infrastructure	1-20 years	9,589,282	7,359,480
Information technology assets and other	2-7 years	160,670	151,992
Construction in process	—	240,287	176,246
Total gross property and equipment		11,166,714	8,685,363
Less: accumulated depreciation		(4,249,183)	(3,824,136)
Total property and equipment, net		<u>\$ 6,917,531</u>	<u>\$ 4,861,227</u>

Depreciation expense for the years ended December 31, 2012, 2011 and 2010 was \$438.9 million, \$387.8 million and \$379.3 million, respectively. Capital leases related to gross property and equipment and accumulated depreciation was \$2.6 billion and \$423.2 million, respectively, as of December 31, 2012. See note 1 and 2.

**5. Goodwill, Intangible Assets and Deferred Credits**

*Goodwill*

The changes in the carrying value of goodwill for the year ended December 31, 2012 were as follows:

<b>Balance as of December 31, 2011</b>	<b>\$ 2,035,390</b>
Additions due to NextG Acquisition <sup>(a)(b)</sup>	573,617
Additions due to WCP Acquisition <sup>(a)(c)</sup>	54,824
Additions due to T-Mobile Acquisition <sup>(a)(d)</sup>	428,019
Additions due to other acquisitions	28,113
Effect of exchange rate fluctuations	(6)
<b>Balance as of December 31, 2012</b>	<b><u>\$ 3,119,957</u></b>

(a) \$573.6 million, \$40.8 million and \$363.6 million of the recorded amounts are not expected to be deductible for tax purposes in relation to the NextG Acquisition, WCP Acquisition and T-Mobile Acquisition, respectively.

(b) The preliminary purchase price allocation for the NextG Acquisition resulted in the recognition of a substantial amount of goodwill at CCUSA relative to the purchase price based on the following:

- the acquired and in-process DAS have low average tenancy, which the Company believes provides an opportunity to co-locate additional tenants on those systems;
- the Company believes that the economics associated with DAS are similar to the economics associated with the Company's towers, whereby expected increases in revenues from additional tenants on existing DAS are expected to result in high incremental margins due to relatively fixed operating costs;
- the Company believes the demand for tenants to co-locate on DAS will be driven by the continued growth trends in the wireless communication industry as wireless carriers continue to focus on improving network quality and expanding capacity;
- the Company believes the acquired DAS are well-positioned to benefit from the anticipated growth in the wireless industry with their previously mentioned locations in the ten largest metropolitan statistical areas in the U.S.; and
- other intangibles not qualified for separate recognition, including the assembled work force.

To a lesser extent, a portion of the goodwill recognized is the result of recording the tax impact of the NextG Acquisition. See also note 9.

(c) The Company paid a purchase price for the WCP Acquisition that resulted in goodwill at CCUSA primarily because of the strategic opportunities related to the acquired portfolio.

(d) The preliminary purchase price allocation for the T-Mobile Acquisition resulted in the recognition of goodwill at CCUSA primarily because of the anticipated growth opportunities in the tower portfolio.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

*Intangibles*

The following is a summary of the Company's intangible assets.

	As of December 31, 2012			As of December 31, 2011		
	Gross Carrying Value	Accumulated Amortization	Net Book Value	Gross Carrying Value	Accumulated Amortization	Net Book Value
Site rental contracts and customer relationships	\$ 3,566,207	\$ (913,647)	\$ 2,652,560	\$ 2,823,832	\$ (748,850)	\$ 2,074,982
Other intangible assets	354,208	(65,072)	289,136	152,375	(49,175)	103,200
<b>Total</b>	<b>\$ 3,920,415</b>	<b>\$ (978,719)</b>	<b>\$ 2,941,696</b>	<b>\$ 2,976,207</b>	<b>\$ (798,025)</b>	<b>\$ 2,178,182</b>

The components of the additions to intangible assets during the years ended December 31, 2012 are as follows:

	For Years Ended December 31,			
	2012		2011	
	Amount <sup>(a)</sup>	Weighted-Average Amortization Period	Amount	Weighted-Average Amortization Period
	(In years)		(In years)	
Site rental contracts and customer relationships	\$ 741,526	21.3	\$ 23,362	20.0
Other intangible assets	208,700	19.4	—	N/A
<b>Total</b>	<b>\$ 950,226</b>	<b>20.9</b>	<b>\$ 23,362</b>	<b>20.0</b>

(a) Inclusive of \$178.3 million related to below-market leases for land interests under acquired wireless infrastructure.

Amortization expense related to intangible assets is classified as follows on the Company's consolidated statement of operations and comprehensive income (loss):

Classification	For Years Ended December 31,		
	2012	2011	2010
Depreciation, amortization and accretion	\$ 177,163	\$ 159,478	\$ 156,150
Site rental costs of operations	3,352	3,709	3,764
<b>Total amortization expense</b>	<b>\$ 180,515</b>	<b>\$ 163,187</b>	<b>\$ 159,914</b>

The estimated annual amortization expense related to intangible assets (inclusive of those recorded to "site rental costs of operations") for the years ended December 31, 2013 to 2017 is as follows:

	Years Ending December 31,				
	2013	2014	2015	2016	2017
Estimated annual amortization	\$ 196,851	\$ 193,520	\$ 187,905	\$ 187,878	\$ 186,880

*Deferred Credits*

See note 2 for a further discussion of deferred credits related to above-market leases for land interests under the Company's towers recorded in connection with acquisitions. For the years ended December 31, 2012, 2011 and 2010, the Company recorded \$3.4 million, \$3.8 million and \$4.4 million, respectively, as a decrease to "site rental costs of operations." The net book value of the above-market leases for land interests under the Company's towers was \$58.2 million and \$46.8 million as of December 31, 2012 and 2011, respectively.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

The estimated annual amortization expense related to above-market leases for land interests under the Company's towers for the years ended December 31, 2013 to 2017 is as follows:

	Years Ending December 31,				
	2013	2014	2015	2016	2017
Estimated annual amortization	\$ 4,361	\$ 4,337	\$ 4,322	\$ 4,280	\$ 4,250

During the twelve months ended December 31, 2012, the Company recorded deferred credits of \$291.9 million related to below-market tenant leases as a result of the purchase price allocation for the NextG Acquisition (see note 3). Since the acquisition date, the Company has recognized a total of \$20.8 million in site rental revenues related to the amortization of deferred credits. The net book value of the below-market tenants leases was \$271.1 million as of December 31, 2012. The below-market tenant leases recorded during the twelve months ended December 31, 2012 have a weighted-average amortization period of 10 years.

The estimated annual amounts related to below-market tenant leases expected to be amortized into site rental revenues for the years ended December 31, 2013 to 2017 are as follows:

	Years Ending December 31,				
	2013	2014	2015	2016	2017
Estimated annual amortization	\$ 30,443	\$ 30,263	\$ 28,937	\$ 28,512	\$ 25,628

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

**6. Debt and Other Obligations**

The following is a summary of the Company's indebtedness.

	Original Issue Date	Contractual Maturity Date	Outstanding Balance as of December 31, 2012	Outstanding Balance as of December 31, 2011	Stated Interest Rate as of December 31, 2012 <sup>(a)</sup>
<b>Bank debt – variable rate:</b>					
2007 Revolver	Jan. 2007	Sept. 2013	\$ —	\$ 251,000	N/A
2012 Revolver	Jan. 2012	Jan. 2017 <sup>(b)</sup>	1,253,000 <sup>(b)</sup>	—	2.7% <sup>(c)</sup>
2007 Term Loans	Jan. 2007	March 2014	—	619,125	N/A
2012 Term Loans	Jan. 2012	2017/2019	2,065,250	—	3.7% <sup>(c)</sup>
Total bank debt			<u>3,318,250</u>	<u>870,125</u>	
<b>Securitized debt – fixed rate:</b>					
January 2010 Tower Revenue Notes	Jan. 2010	2035-2040 <sup>(d)</sup>	1,900,000	1,900,000	5.7% <sup>(d)</sup>
August 2010 Tower Revenue Notes	Aug. 2010	2035-2040 <sup>(d)</sup>	1,550,000	1,550,000	4.5% <sup>(d)</sup>
2009 Securitized Notes	July 2009	2019/2029 <sup>(e)</sup>	198,463	216,431	7.0%
WCP Securitized Notes	Jan. 2010	Nov. 2040 <sup>(f)</sup>	307,739	—	5.4% <sup>(g)</sup>
Total securitized debt			<u>3,956,202</u>	<u>3,666,431</u>	
<b>Bonds – fixed rate:</b>					
9% Senior Notes	Jan. 2009	Jan. 2015	304,718	817,799	9.0% <sup>(h)</sup>
7.75% Secured Notes	Apr. 2009	May 2017	291,394	978,983	7.8% <sup>(i)</sup>
7.125% Senior Notes	Oct. 2009	Nov. 2019	498,110	497,904	7.1% <sup>(i)</sup>
7.5% Senior Notes	Dec. 2003	Dec. 2013	—	51	N/A
5.25% Senior Notes	Oct. 2012	Jan. 2023	1,650,000	—	5.3%
2012 Secured Notes	Dec. 2012	2017/2023 <sup>(m)</sup>	1,500,000	—	3.4%
Total bonds			<u>4,244,222</u>	<u>2,294,737</u>	
<b>Other:</b>					
Capital leases and other obligations	Various	Various <sup>(k)</sup>	92,568	54,406	Various <sup>(k)</sup>
Total debt and other obligations			<u>11,611,242</u>	<u>6,885,699</u>	
<b>Less: current maturities and short-term debt and other current obligations</b>					
			<u>688,056 <sup>(l)</sup></u>	<u>32,517</u>	
<b>Non-current portion of long-term debt and other long-term obligations</b>					
			<u>\$ 10,923,186</u>	<u>\$ 6,853,182</u>	

(a) Represents the weighted-average stated interest rate.

(b) As of December 31, 2012, the undrawn availability under the \$1.5 billion senior secured revolving credit facility ("2012 Revolver") is \$247.0 million.

(c) The 2012 Revolver and Term Loan A bear interest at a rate per annum equal to LIBOR plus a credit spread ranging from 2.0% to 2.75%, based on the CCOC total net leverage ratio. Term Loan B bears interest at a rate per annum equal to LIBOR plus 3.0% (with LIBOR subject to a floor of 1% per annum). The Company pays a commitment fee of approximately 0.4% per annum on the undrawn available amount under the 2012 Revolver.

(d) If the respective series of the January 2010 Tower Revenue Notes and August 2010 Tower Revenue Notes (collectively, "2010 Tower Revenue Notes") are not paid in full on or prior to 2015, 2017 and 2020, as applicable, then Excess Cash Flow (as defined in the indenture) of the issuers (of such notes) will be used to repay principal of the applicable series and class of the 2010 Tower Revenue Notes, and additional interest (of an additional approximately 5% per annum) will accrue on the respective 2010 Tower Revenue Notes. The January 2010 Tower Revenue Notes consist of three series of notes with principal amounts of \$300.0 million, \$350.0 million and \$1.3 billion, having anticipated repayment dates in 2015, 2017 and 2020, respectively. The August 2010 Tower Revenue Notes consist of three series of notes with principal amounts of \$250.0 million, \$300.0 million and \$1.0 billion, having anticipated repayment dates in 2015, 2017 and 2020, respectively.

(e) The 2009 Securitized Notes consist of \$128.5 million of principal as of December 31, 2012 that amortizes through 2019, and \$70.0 million of principal as of December 31, 2012 that amortizes during the period beginning in 2019 and ending in 2029.

(f) The WCP securitized notes ("WCP Securitized Notes") were assumed in connection with the WCP Acquisition. The WCP Securitized Notes include a fair value adjustment that increased the debt carrying value by \$11.7 million as of December 31, 2012. The anticipated repayment date is 2015 for each class. If the WCP Securitized Notes are not repaid in full by their anticipated repayment dates, the applicable interest rate increases by an additional approximately 5% per annum. If the WCP Securitized Notes are not repaid in full by their rapid amortization date of 2017, monthly principal payments commence using the excess cash flows of the issuers of the WCP Securitized Notes.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

- (g) The effective yield is approximately 4.0%, inclusive of the fair value adjustment.
- (h) The effective yield is approximately 11.3%, inclusive of the discount.
- (i) The effective yield is approximately 8.2%, inclusive of the discount.
- (j) The effective yield is approximately 7.2%, inclusive of the discount.
- (k) The Company's capital leases and other obligations bear interest rates ranging up to 10% and mature in periods ranging from less than one year to approximately 20 years.
- (l) Inclusive of the 9% senior notes ("9% Senior Notes") and the 7.75% secured notes ("7.75% Secured Notes") whose repurchase and redemption was completed in January 2013. See note 20.
- (m) The Company issued \$500 million aggregate principal amount of 2.381% secured notes due 2017 and \$1.0 billion aggregate principal amount of 3.849% secured notes due 2023 (collectively, "2012 Secured Notes").

The Company's debt obligations contain certain financial covenants with which CCIC or its subsidiaries must comply. Failure to comply with such covenants may result in the imposition of restrictions. As of and for the year ended December 31, 2012, CCIC and its subsidiaries had no financial covenant violations. Various of the Company's debt obligations also place other restrictions on CCIC or its subsidiaries including the ability to incur debt and liens, purchase Company securities, make capital expenditures, dispose of assets, undertake transactions with affiliates, enter into certain merger or change of control transactions, make other investments, pay dividends and engage in certain other activities as set forth in the indentures.

See note 20 for a discussion of the repurchase and redemption of the 9% Senior Notes and the 7.75% Secured Notes completed in January 2013.

*Bank Debt*

In January 2012, the Company refinanced and repaid the the previously outstanding Revolver ("2007 Revolver") and 2007 Term Loans with the proceeds of a senior credit facility ("2012 Credit Facility") issued by CCOC. The 2012 Credit Facility consists of (1) a \$1.5 billion 2012 Revolver which will mature in January 2017, (2) a \$500.0 million Term Loan A which will mature in January 2017, and (3) a \$1.6 billion Term Loan B which will mature in January 2019. The Term Loan B was fully drawn at closing and the 2012 Revolver and the Term Loan A were undrawn at closing. In March 2012, the Company drew the full amount under the Term Loan A. The proceeds of the 2012 Term Loans were used in part to repay the 2007 Revolver, repay the 2007 Term Loans and to fund the cash consideration of the WCP Acquisition and NextG Acquisition (see note 3). The borrowings under the 2012 Revolver were used to partially fund the T-Mobile Acquisition and the repurchase and repayment of the 9% Senior Notes.

The 2012 Credit Facility is secured by a pledge of certain equity interests of certain subsidiaries of CCIC, as well as a security interest in CCOC's and certain of its subsidiaries' deposit accounts (\$52.0 million as of December 31, 2012) and securities accounts. The 2012 Credit Facility is guaranteed by CCIC and certain of its subsidiaries.

*Securitized Debt*

The 2010 Tower Revenue Notes, the 2009 Securitized Notes and the WCP Securitized Notes (collectively, "Securitized Debt") are obligations of special purpose entities and their direct and indirect subsidiaries (each an "issuer"), all of which are wholly-owned indirect subsidiaries of the Company. The 2010 Tower Revenue Notes, 2009 Securitized Notes and the WCP Securitized Notes are governed by separate indentures. The 2010 Tower Revenue Notes are governed by one indenture and consist of multiple series of notes, each with its own anticipated repayment date. The net proceeds of the January 2010 Tower Revenue Notes and August 2010 Tower Revenue Notes were primarily used to repay the portion of the 2005 Tower Revenue Notes not previously purchased and 2006 Tower Revenue Notes not previously purchased, respectively. The WCP Securitized Notes were assumed in connection with the WCP Acquisition in January 2012. Interest is paid monthly on the Securitized Debt.

The Securitized Debt is paid solely from the cash flows generated by the operation of the towers or third party land interests held directly and indirectly by the issuers of the respective Securitized Debt. The Securitized Debt is secured by, among other things, (1) a security interest in substantially all of the applicable issuers' assignable personal property, (2) a pledge of the equity interests in each applicable issuer, (3) a security interest in the applicable issuers' contracts with customers to lease tower space (space licenses) or third party land interests, and (4) in the case of the WCP Securitized Notes, a perfected first mortgage lien on certain prepaid lease arrangements. The governing instruments of two indirect subsidiaries ("Crown Atlantic" and "Crown GT") of the issuers of the 2010 Tower Revenue Notes generally prevent them from issuing debt and granting liens on their assets without the approval of a subsidiary of Verizon Communications. Consequently, while distributions paid by Crown Atlantic and Crown GT will service the 2010 Tower Revenue Notes, the 2010 Tower Revenue Notes are not obligations of, nor are the 2010 Tower Revenue Notes secured by the cash flows or any other assets of, Crown Atlantic and Crown GT. As of December 31, 2012, the Securitized Debt was collateralized with personal property and equipment with a net book value of an aggregate approximately \$1.6 billion, exclusive of Crown Atlantic and Crown GT personal property and equipment.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
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The excess cash flows from the issuers of the Securitized Debt, after the payment of principal, interest, reserves, expenses, and management fees are distributed to the Company in accordance with the terms of the indentures. If the Debt Service Coverage Ratio ("DSCR") (as defined in the applicable governing loan agreement) as of the end of any calendar quarter falls to a certain level, then all excess cash flow of the issuers of the applicable debt instrument will be deposited into a reserve account instead of being released to the Company. The funds in the reserve account will not be released to the Company until the DSCR exceeds a certain level for two consecutive calendar quarters. If the DSCR falls below a certain level as of the end of any calendar quarter, then all cash on deposit in the reserve account along with future excess cash flows of the issuers will be applied to prepay the debt with applicable prepayment consideration.

The Company may repay the 2010 Tower Revenue Notes and the 2009 Securitized Notes in whole or in part at any time after the second anniversary of the applicable issuance date, provided such prepayment is accompanied by any applicable prepayment consideration. The Securitized Debt has covenants and restrictions customary for rated securitizations, including provisions prohibiting the issuers from incurring additional indebtedness or further encumbering their assets.

*Bonds—Senior Notes*

The 9% Senior Notes, 7.125% senior notes due 2019 ("7.125% Senior Notes") and the 5.25% senior notes due 2023 ("5.25% Senior Notes") (collectively, "Senior Notes") are general obligations of CCIC, which rank equally with all existing and future senior debt of CCIC. The Senior Notes are effectively subordinated to all liabilities (including trade payables) of each subsidiary of the Company and rank pari passu with the other respective high yield bonds of the Company. The Company used the net proceeds from the 7.125% Senior Notes to purchase certain indebtedness of its subsidiaries. The Company used the net proceeds from the 5.25% Senior Notes offering to partially fund the T-Mobile Acquisition.

The Senior Notes contain restrictive covenants with which the Company and its restricted subsidiaries must comply, subject to a number of exceptions and qualifications, including restrictions on its ability to incur incremental debt, issue preferred stock, guarantee debt, pay dividends, repurchase its capital stock, use assets as security in other transactions, sell assets or merge with or into other companies, and make certain investments. Certain of these restrictions are not applicable if there is no event of default and if the ratio of the Company's Consolidated Debt (as defined in the respective Senior Notes indenture) to its Adjusted Consolidated Cash Flows (as defined in the respective Senior Notes indenture) is less than or equal to 7.0 to 1.0. The Senior Notes do not contain any financial maintenance covenants.

Prior to January 2013 and November 2014, the Company may redeem the 9% Senior Notes and the 7.125% Senior Notes, respectively, at a price equal to 100% of the principal amount, plus a make whole premium, and accrued and unpaid interest, if any. After these dates, the respective Senior Notes may be redeemed at the redemption prices set forth in the respective indenture governing such notes. The Company may redeem the 5.25% Senior Notes at any time at a price equal to 100% of the principal amount, plus a make whole premium, and accrued and unpaid interest if any.

On December 11, 2012, we commenced a cash tender offer for any and all of the then outstanding 9% Senior Notes. In accordance with the terms of the tender offer, the total consideration for each \$1,000 principal amount of notes validly tendered on or prior to the early settlement date received \$ 1,062.30 (plus accrued and unpaid interest up to, but not including the settlement date), which included an early tender premium of \$30.00. Holders who validly tendered after the early settlement date but before the expiration date received \$ 1,032.30 (plus accrued and unpaid interest up to, but not including the settlement date) for each \$1,000 principal amount of notes. On December 26, 2012, we accepted for purchase approximately \$515.5 million aggregate principal amount of the 9% Senior Notes validly tendered on or prior to the early settlement date. On January 10, 2013, we accepted for purchase \$839,000 aggregate principal amount of the 9% Senior Notes validly tendered after the early settlement date but on or prior to the expiration date. All of the remaining then outstanding 9% Senior Notes (approximately \$313.3 million aggregate principal amount) were redeemed on January 23, 2013. The repurchase and redemption of the 9% Senior Notes was funded by borrowings under the 2012 Revolver and proceeds from the issuance of the 2012 Secured Notes. See note 20.

*Bonds—Secured Notes*

The 7.75% Secured Notes were issued and guaranteed by certain subsidiaries of the Company that are special purpose entities and that were obligors under the 2006 Mortgage Loan. These 7.75% Secured Notes are secured on a first priority basis by a pledge of the equity interests of such subsidiaries and by certain other assets of such subsidiaries. The 7.75% Secured Notes are obligations of the subsidiaries that were obligated under the 2006 Mortgage Loan, which was repaid in part through the proceeds from the 7.75% Secured Notes. The 7.75% Secured Notes are not guaranteed by and are not obligations of CCIC or any of its subsidiaries other than the issuers and guarantors of the 7.75% Secured Notes. The 7.75% Secured Notes will be paid solely from the cash flows generated from operations of the towers held directly and indirectly by the issuers and the guarantors of such notes. As of December 31, 2012, the 7.75% Secured Notes were collateralized with personal property and equipment with a net book value of

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
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an aggregate approximately \$1.1 billion. The Company used the net proceeds of the issuance of the 7.75% Secured Notes, along with other cash, to repay the 2006 Mortgage Loan.

The 7.75% Secured Notes contain financial covenants that could result in cash being deposited in a reserve account and require the Company to offer to purchase the 7.75% Secured Notes.

Prior to May 2013 the Company may redeem the 7.75% Secured Notes at a price equal to 100% of the principal amount, plus a make whole premium, and accrued and unpaid interest, if any. After May 2013, the debt may be redeemed at the redemption prices set forth in the indenture.

On December 11, 2012, the Company commenced a cash tender offer for any and all of their then outstanding 7.75% Secured Notes. In accordance with the terms of the tender offer, the total consideration for principal amount of notes validly tendered on or prior to the expiration date was \$1,063.45 (plus accrued and unpaid interest up to, but not including the settlement date). On December 26, 2012, the Company accepted for purchase \$670.6 million aggregate principal amount of the 7.75% Secured Notes validly tendered on or prior to the expiration date. All of the remaining then outstanding 7.75% Secured Notes (approximately \$294.4 million aggregate principal amount) were redeemed on January 10, 2013. The repurchase and redemption of the 7.75% Secured Notes was funded by the issuance of the 2012 Secured Notes. See note 20.

The "2012 Secured Notes" consist of \$500 million aggregate principal amount of 2.381% secured notes due 2017 and \$1.0 billion aggregate principal amount of 3.849% secured notes due 2023. The 2012 Secured Notes were issued and guaranteed by the same subsidiaries of the Company that had previously issued and guaranteed the 7.75% Secured Notes. The 2012 Secured Notes are secured by a pledge of the equity interests of the subsidiaries that guaranteed the 7.75% Secured Notes. The 2012 Secured Notes are not guaranteed by and are not obligations of CCIC or any of its subsidiaries other than the issuers and guarantors of the 2012 Secured Notes. The 2012 Secured Notes will be paid solely from the cash flows generated from operations of the towers held directly and indirectly by the issuers and the guarantors of such notes. The Company used the net proceeds from the issuance of the 2012 Secured Notes to repurchase and redeem the 7.75% Secured Notes and a portion of the 9% Senior Notes (see note 20). The 2012 Secured Notes may be redeemed at any time at a price equal to 100% of the principal amount, plus a make whole premium, and accrued and unpaid interest, if any.

*Previously Outstanding Indebtedness*

*Credit Facility.* In January 2012, the Company repaid the 2007 Revolver and term loans pursuant its previously outstanding credit agreement entered into by CCOC. The 2007 Revolver previously had a total revolving commitment of \$450 million.

*2005 Tower Revenue Notes and 2006 Tower Revenue Notes.* In 2010, the Company purchased and repaid the outstanding portions of the 2005 Tower Revenue Notes and the 2006 Tower Revenue Notes. The 2005 Tower Revenue Notes were repaid in part through the proceeds of the January 2010 Tower Revenue Notes. The 2006 Tower Revenue Notes were repaid in part through the proceeds of the August 2010 Tower Revenue Notes. See below for the net losses on these retirements.

*Contractual Maturities*

The following are the scheduled contractual maturities of the total debt and other long-term obligations outstanding at December 31, 2012. These maturities reflect contractual maturity dates and do not consider the principal payments that will commence following the anticipated repayment dates on the Tower Revenue Notes and WCP Securitized Notes. If the Tower Revenue Notes are not paid in full on or prior to 2015, 2017 and 2020, as applicable, then the Excess Cash Flow (as defined in the indenture) of the issuers of such notes will be used to repay principal of the applicable series and class of the Tower Revenue Notes, and additional interest (of an additional approximately 5% per annum) will accrue on the Tower Revenue Notes. If the WCP Securitized Notes are not paid in full by their anticipated repayment dates in 2015, the applicable interest rate increases by an additional approximately 5% per annum. If the WCP Securitized Notes are not repaid in full by their rapid amortization date of 2017, monthly principal payments commence using the Excess Cash Flow of the issuers of the WCP Securitized Notes. See note 20.

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	Years Ending December 31,						Total Cash Obligations	Net Unamortized Discounts	Total Debt and Other Obligations Outstanding
	2013	2014	2015	2016	2017	Thereafter			
Scheduled contractual maturities	\$ 696,715 <sup>(a)</sup>	\$ 99,101	\$ 111,437	\$ 112,782	\$ 2,139,893	\$ 8,453,916	\$ 11,613,844	\$ (2,602)	\$ 11,611,242

(a) Inclusive of the repurchase or redemption in January 2013 of the 9% Senior Notes and the 7.75% Secured Notes that remained outstanding as of December 31, 2012. See note 20.

*Debt Purchases and Repayments*

The following is a summary of the purchases and repayments of debt during the years ended December 31, 2012 and December 31, 2010. There were no purchases and repayments of debt during the year ended December 31, 2011.

	Year Ending December 31, 2012		
	Principal Amount	Cash Paid <sup>(a)</sup>	Gains (losses)
Revolver	\$ 251,000	\$ 251,000	\$ (1,445)
2007 Term Loans	619,125	619,125	(1,893)
9% Senior Notes	552,715	589,105	(62,966)
7.75% Secured Notes	706,045	752,332	(64,989)
7.5% Senior Notes	51	51	—
WCP Securitized Notes	16,911	18,096	(681)
<b>Total</b>	<b>\$ 2,145,847</b>	<b>\$ 2,229,709</b>	<b>\$ (131,974) <sup>(b)</sup></b>

(a) Exclusive of accrued interest.

(b) Inclusive of \$48.1 million related to the write-off of deferred financing costs and discounts. In addition, the remainder relates to cash losses including with respect to make whole payments.

	Year Ending December 31, 2010		
	Principal Amount	Cash Paid <sup>(a)</sup>	Gains (losses)
2005 Tower Revenue Notes	\$ 1,638,616	\$ 1,651,255	\$ (15,718)
2006 Tower Revenue Notes	1,550,000	1,629,920	(87,755)
2009 Securitized Notes <sup>(b)</sup>	5,000	5,250	(393)
9% Senior Notes	33,115	36,116	(6,425)
7.75% Secured Notes	199,593	218,771	(28,076)
<b>Total</b>	<b>\$ 3,426,324</b>	<b>\$ 3,541,312</b>	<b>\$ (138,367) <sup>(c)</sup></b>

(a) Exclusive of accrued interest.

(b) These debt purchases were made by CCIC, rather than by the subsidiaries issuing the debt, because of restrictions upon the subsidiaries issuing the debt. As a result, the debt remains outstanding at the Company's subsidiaries.

(c) Inclusive of \$23.4 million related to the write-off of deferred financing costs and discounts.

**7. Interest Rate Swaps**

The Company has entered into interest rate swaps only to manage and reduce its interest rate risk, including the use of (1) forward-starting interest rate swaps to hedge its exposure to variability in future cash flows attributable to changes in LIBOR on anticipated financings, including refinancings and potential future borrowings and (2) interest rate swaps to hedge the interest rate variability on a portion of the Company's floating rate debt. The Company does not enter into interest rate swaps for speculative or trading purposes. As of December 31, 2012, the Company does not have any interest rate swaps outstanding.

During the years ended December 31, 2006 and 2007, the Company entered into an aggregate \$5.3 billion notional value of forward-starting interest rate swaps hedging certain anticipated refinancings, all of which were settled during the years ended December 31, 2010 and 2009. The forward-starting interest rate swaps fixed LIBOR for five years relating to the anticipated refinancings at a weighted-average rate of 5.2%, while the actual five-year LIBOR swap rate upon issuance of the anticipated refinancings was a weighted-average of 2.4%. In certain circumstances, these forward-starting interest rate swaps were outstanding following the refinancing of the respective debt which they hedged. As a result, changes in the fair value of such non-economic swaps were prospectively recorded in earnings until settlement in "net gain (loss) on interest rate swaps" on the consolidated statement of operations and comprehensive income (loss). For refinancings that did not qualify as the respective hedged forecasted



**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
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transaction, the Company discontinued hedge accounting and reclassified the entire loss from accumulated other comprehensive income (loss) to earnings. During 2010, the Company paid \$697.8 million to settle its previously outstanding forward-starting interest rate swaps.

The following table shows the effect of interest rate swaps on the consolidated statement of operations and comprehensive income (loss). The estimated net amount, pre-tax, loss that is expected to be reclassified into earnings from accumulated other comprehensive income (loss) is approximately \$65 million for the year ended December 31, 2013. See also note 8.

Interest Rate Swaps Designated as Hedging Instruments <sup>(a)</sup>	Years Ended December 31,			Classification
	2012	2011	2010	
Gain (loss) recognized in other comprehensive income ("OCI") (effective portion)	\$ —	\$ (973)	\$ (125,850)	OCI
Gain (loss) reclassified from accumulated OCI into income (effective portion)	(65,239)	(71,707)	(54,169)	Interest expense and amortization of deferred financing costs
Interest Rate Swaps Not Designated as Hedging Instruments <sup>(a)</sup>	Years Ended December 31,			Classification
	2012	2011	2010	
Gain (loss) recognized in income	\$ —	\$ —	\$ (286,435) <sup>(b)</sup>	Net gain (loss) on interest rate swaps

(a) Exclusive of benefit (provision) for income taxes.

(b) Inclusive of \$3.4 million related to the discontinuation of amortization into interest expense of an interest rate swap that previously qualified for hedge accounting as a result of early repayment of debt in 2010 and the remainder is related to losses due to the decrease in fair value of interest rate swaps not designated as hedging instruments.

## 8. Fair Value Disclosures

The following table shows the estimated fair values of the Company's financial instruments, along with the carrying amounts of the related assets (liabilities). See also note 2.

	Level in Fair Value Hierarchy	December 31, 2012		December 31, 2011	
		Carrying Amount	Fair Value	Carrying Amount	Fair Value
<b>Assets:</b>					
Cash and cash equivalents	1	\$ 441,364	\$ 441,364	\$ 80,120	\$ 80,120
Restricted cash	1	580,938	580,938	257,368	257,368
<b>Liabilities:</b>					
Debt and other obligations	2	\$ 11,611,242	\$ 12,438,032	\$ 6,885,699	\$ 7,355,652

The following table shows a summary of the activity for fair value classified as Level 3 during the year ended December 31, 2010:

	Fair Value Measurements Using Significant Unobservable Inputs (Level 3)	
	Interest Rate Swap, Net	
	December 31, 2010	
Beginning balance	\$	300,040
Settlements		(703,754)
Less: total (gains) loss:		
Included in earnings <sup>(a)</sup>		283,062
Included in other comprehensive income (loss)		125,850
Transfers out of Level 3 <sup>(b)</sup>		(5,198)
Ending balance	\$	—

(a) As of December 31, 2010, there were no unrealized gains or losses relating to liabilities still held at the reporting date.

(b) As of December 31, 2010, the interest rate swaps were transferred from Level 3 to Level 2 because of a decrease in the magnitude of unobservable inputs in relation to the observable inputs, including settlement value.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

**9. Income Taxes**

Income (loss) before income taxes by geographic area is as follows:

	Years Ended December 31,		
	2012	2011	2010
Domestic	\$ 77,254	\$ 168,804	\$ (342,333)
Foreign <sup>(a)</sup>	23,573	11,003	4,228
	<u>\$ 100,827</u>	<u>\$ 179,807</u>	<u>\$ (338,105)</u>

(a) Inclusive of income (loss) before income taxes from Australia and Puerto Rico.

The benefit (provision) for income taxes consists of the following:

	Years Ended December 31,		
	2012	2011	2010
<b>Current:</b>			
Federal	\$ 229	\$ 3,213	\$ 4,038
Foreign	(6,837)	(3,377)	(2,187)
State	(3,705)	(3,557)	(1,201)
Total current	<u>(10,313)</u>	<u>(3,721)</u>	<u>650</u>
<b>Deferred:</b>			
Federal	65,643	1,054	30,770
Foreign	42,714	(694)	(298)
State	2,017	(4,986)	(4,276)
Total deferred	<u>110,374</u>	<u>(4,626)</u>	<u>26,196</u>
Total tax benefit (provision)	<u>\$ 100,061</u>	<u>\$ (8,347)</u>	<u>\$ 26,846</u>

For the year ended December 31, 2010, the Company received a \$9.6 million alternative minimum tax carryback refund, of which (1) \$5.6 million was recorded in 2009 and (2) \$4.0 million reduced its alternative minimum tax credit carryforward. The alternative minimum tax credit has an indefinite carryforward period.

A reconciliation between the benefit (provision) for income taxes and the amount computed by applying the federal statutory income tax rate to the loss before income taxes is as follows:

	Years Ended December 31,		
	2012	2011	2010
Benefit (provision) for income taxes at statutory rate	\$ (35,289)	\$ (62,932)	\$ 118,337
Tax effect of foreign income (losses)	8,251	3,851	1,480
Expenses for which no federal tax benefit was recognized	(3,874)	(5,433)	(3,657)
Valuation allowances	95,072	61,921	(85,605)
State tax (provision) benefit, net of federal	(1,097)	(4,565)	(3,560)
Foreign tax	35,877	(4,071)	(2,485)
Change in unrecognized tax benefits	—	1,693	—
Other	1,121	1,189	2,336
	<u>\$ 100,061</u>	<u>\$ (8,347)</u>	<u>\$ 26,846</u>

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

The components of the net deferred income tax assets and liabilities are as follows:

	December 31,	
	2012	2011
Deferred income tax liabilities:		
Property and equipment	\$ 1,246,899	\$ 511,205
Deferred site rental receivable	340,113	238,203
Intangible assets	894,800	655,512
Total deferred income tax liabilities	2,481,812	1,404,920
Deferred income tax assets:		
Net operating loss carryforwards	950,195	908,747
Deferred ground lease payable	121,752	109,948
Alternate minimum tax credit carryforward	3,566	3,591
Accrued liabilities	190,121	81,719
Receivables allowance	4,140	2,253
Prepaid lease	1,358,430	405,993
Derivative instruments	51,380	74,214
Available-for-sale securities	—	29,402
Capital loss carryforwards	29,402	—
Other	5,270	5,293
Valuation allowances	(70,940)	(228,417)
Total deferred income tax assets, net	2,643,316	1,392,743
Net deferred income tax asset (liabilities)	\$ 161,504	\$ (12,177)

During 2012, the Company recorded \$100.5 million of net U.S. federal deferred tax assets and \$19.7 million of net state deferred tax liabilities in connection with the WCP Acquisition, NextG Acquisition and T-Mobile Acquisition. Also, during 2012, the Company reversed a total of \$95.1 million of federal and \$20.1 million of state valuation allowances to benefit (provision) for income taxes resulting from (1) the NextG Acquisition and (2) the determination that the Company is more likely than not to realize these deferred tax assets as a result of the Company's recent historical trends of earnings and anticipated future earnings. As a result of the valuation allowance reversal, the Company is now in a position to record a full U.S. federal tax provision on earnings. In addition, during 2012, the Company reversed the remaining valuation allowance of \$51.1 million on its foreign deferred tax assets relating to its Australian subsidiaries to benefit (provision) for income taxes. This reversal results from our determination that the Company is more likely than not to realize these deferred assets as a result of the Australian subsidiaries increased profitability and anticipated future earnings.

Before giving effect to any valuation allowance, during 2011 and 2010, the Company was in an overall net deferred tax asset position. The Company had recorded a valuation allowance on its net deferred tax assets that do not meet the "more likely than not" realization threshold. As a result, during 2011 and 2010 the Company was limited in its ability to recognize tax benefits in its results of operations. During 2010, the Company recorded \$19.8 million of federal tax benefit recorded predominately as a result of discrete events, including the acquisition of NewPath (see note 3).

The components of the net deferred income tax assets (liabilities) are as follows:

Classification	December 31, 2012			December 31, 2011		
	Gross	Valuation Allowance	Net	Gross	Valuation Allowance	Net
Federal	\$ 104,213	\$ (29,402)	\$ 74,811	\$ 33,103	\$ (55,980)	\$ (22,877)
State	35,474	(41,538)	(6,064)	45,813	(34,156)	11,657
Foreign	41,377	—	41,377	63,110	(64,067)	(957)
Other comprehensive income (loss)	51,380	—	51,380	74,214	(74,214)	—
Total	\$ 232,444	\$ (70,940)	\$ 161,504	\$ 216,240	\$ (228,417)	\$ (12,177)

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

The Company's deferred tax assets as of December 31, 2012 and 2011 in the table above do not include \$87.1 million and \$55.3 million, respectively, of excess tax benefits relating to stock-based compensation that are a component of net operating losses. Total stockholders' equity as of December 31, 2011 will be increased by \$87.1 million if and when any such excess tax benefits are ultimately realized.

At December 31, 2012, the Company had U.S. federal and state net operating loss carryforwards of approximately \$2.7 billion and \$1.4 billion, respectively, which are available to offset future taxable income. These amounts include \$0.2 billion of losses related to stock-based compensation. The Company also had foreign net operating loss carryforwards of \$0.1 billion. If not utilized, the Company's U.S. federal net operating loss carryforwards expire starting in 2021 and ending in 2032, and the state net operating carryforwards expire starting in 2013 and ending in 2032. The Company has capital loss carryforwards of \$84.0 million that, if not utilized, will expire in 2017. The foreign net operating loss carryforwards predominately remain available indefinitely provided certain continuity of business requirements is met. The utilization of the loss carryforwards is subject to certain limitations. The Company's U.S. federal and state income tax returns generally remain open to examination by taxing authorities until three years after the applicable loss carryforwards have been used or expired. The remaining valuation allowance relates to federal capital loss carryforwards and certain state net deferred tax assets (primarily net operating loss carryforwards).

As of December 31, 2012, the total amount of unrecognized tax benefits that would impact the effective tax rate, if recognized, was \$19.2 million. The aggregate changes in the balance of unrecognized tax benefits are as follows:

	Years Ended December 31,	
	2012	2011
Balance at beginning of year	\$ 8,376	\$ 9,255
Additions based on current year tax positions	10,808	2,334
Reductions as a result of the lapse of statute limitations	—	(3,213)
Balance at end of year	\$ 19,184	\$ 8,376

From time to time, the Company is subject to examinations by various tax authorities in jurisdictions in which the Company has business operations. The Company regularly assesses the likelihood of additional assessments in each of the tax jurisdictions resulting from these examinations. During 2011, the IRS completed an examination of the Company's U.S. federal tax return for the 2009 tax year with no material adjustments. The Company reversed its previously unrecognized federal tax benefit of \$3.2 million during 2011, as a result of both the completion of the IRS examination and the expiration of the statute of limitations for 2007. At this time, the Company is not subject to an IRS examination.

**10. Redeemable Convertible Preferred Stock**

The Company originally issued 8.1 million shares of its 6.25% Redeemable Convertible Preferred Stock at a price of \$50.00 per share (the liquidation preference per share). The holders of the 6.25% Redeemable Convertible Preferred Stock were entitled to receive cumulative dividends at the rate of 6.25% per annum. The dividends were paid with approximately \$2.5 million, \$19.5 million and \$19.9 million of cash for the years ended December 31, 2012, 2011 and 2010, respectively. In January 2012, the Company exercised its right to convert all of the outstanding 6.25% Redeemable Convertible Preferred Stock into common stock. In February 2012, the Company issued 8.3 million shares of common stock associated with the previously outstanding 6.25% Redeemable Convertible Preferred Stock. As of December 31, 2012 and 2011, the outstanding balance of the 6.25% Redeemable Convertible Preferred Stock was \$0 and \$305.0 million, respectively.

**11. Stockholders' Equity**

*Purchases of the Company's Common Stock*

For the years ended December 31, 2012, 2011 and 2010, the Company purchased 0.7 million, 7.4 million and 4.1 million shares of common stock, respectively, utilizing \$36.0 million, \$303.4 million and \$159.6 million in cash, respectively.

*Stock Options and Restricted Stock Awards*

See note 12 for a discussion of the stock option and restricted stock awards activity.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

**12. Stock-based Compensation**

*Stock Compensation Plans*

Pursuant to stockholder approved plans, the Company has and is permitted to grant stock-based awards to certain employees, consultants and non-employee directors of the Company and its subsidiaries or affiliates. As of December 31, 2012, the Company has 7.1 million shares available for future issuance pursuant to its stock compensation plans.

*Restricted Stock Awards*

The Company's restricted stock awards to certain executives and employees include (1) annual performance awards that often include provisions for forfeiture by the employee if certain market performance of the Company's common stock is not achieved, (2) new hire or promotional awards that generally contain only service conditions, and (3) other awards related to specific business initiatives or compensation objectives including retention and merger integration. Such restricted stock awards vest over periods of up to five years.

The following is a summary of the restricted stock award activity during the year ended December 31, 2012.

	Number of Shares	Weighted-Average Grant-Date Fair Value
	(In thousands of shares)	(In dollars per share)
Shares outstanding at the beginning of year	3,403	\$ 21.1
Shares granted	972	38.8
Shares vested	(1,974)	13.7
Shares forfeited	(58)	40.4
Shares outstanding at end of year	2,343	\$ 34.2

For the years ended December 31, 2012, 2011 and 2010, the Company granted 1.0 million shares, 0.9 million shares and 1.1 million shares, respectively, of restricted stock awards to the Company's executives and certain other employees. The weighted-average grant-date fair value per share of the grants for the years ended December 31, 2012, 2011 and 2010 was \$38.82, \$37.05 and \$31.13 per share, respectively. The weighted-average requisite service period for the restricted stock awards granted during 2012 was 2.5 years.

During the year ended December 31, 2012, the Company granted 0.5 million shares of restricted stock awards that time vest over a three-year or five-year period. During the year ended December 31, 2012, the Company granted 0.5 million shares of restricted stock awards to the Company's executives and certain other employees which may vest on the third anniversary of the grant date based upon achieving a price appreciation hurdle along a price range continuum using the highest average closing price per share of common stock for 20 consecutive trading days during the last 180 days of the performance period.

Certain restricted stock awards contain provisions that result in forfeiture by the employee of any unvested shares in the event that the Company's common stock does not achieve certain price targets. To the extent that the requisite service is rendered, compensation cost for accounting purposes is not reversed; rather, it is recognized regardless of whether or not the market performance target is achieved.

The following table summarizes the assumptions used in the Monte Carlo simulation to determine the grant-date fair value for the awards granted during the years ended December 31, 2012, 2011 and 2010, respectively, with market conditions.

	Years Ended December 31,		
	2012	2011	2010
Risk-free rate	0.4%	1.4%	1.5%
Expected volatility	31%	48%	49%
Expected dividend rate	—%	—%	—%

The Company recognized stock-based compensation expense related to restricted stock awards of \$32.7 million, \$31.3 million and \$35.2 million for the years ended December 31, 2012, 2011 and 2010, respectively. The unrecognized compensation (net of estimated forfeitures) related to restricted stock awards at December 31, 2012 is \$28.8 million and is estimated to be recognized over a weighted-average period of less than one year.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

The following table is a summary of the restricted stock awards vested during the three years ended December 31, 2012.

Years Ended December 31,	Total Shares Vested  (In thousands of shares)	Fair Value on Vesting Date
2012	1,974	\$ 101,692
2011	1,717	74,754
2010	891	34,813

*Other Awards*

At December 31, 2012, there were no options outstanding, and at December 31, 2011, there were 0.1 million options outstanding, respectively. The intrinsic value of CCIC stock options exercised during the years ended December 31, 2012, 2011 and 2010 was \$3.1 million, \$4.8 million and \$28.2 million, respectively. The Company received cash from the exercise of CCIC stock options during the years ended December 31, 2012, 2011 and 2010 of \$0.3 million, \$1.6 million and \$18.7 million, respectively.

CCAL may award to its employees and directors restricted units settled in cash. The CCAL vested options for the purchase of CCAL shares, vested restricted units and CCAL shares may be periodically settled in cash. As of December 31, 2012 and 2011, the liability for the CCAL options and restricted units was \$11.7 million and \$8.9 million, respectively.

*Stock-based Compensation by Segment*

The following table discloses the components of stock-based compensation expense. For the years ended December 31, 2012, 2011 and 2010, the Company recorded tax benefits, exclusive of the change in the valuation allowance, of \$14.7 million, \$11.4 million and \$12.8 million, respectively, related to stock-based compensation expense (see note 9).

	Year Ended December 31, 2012		
	CCUSA	CCAL	Consolidated Total
Stock-based compensation expense:			
Site rental costs of operations	\$ 3,401	\$ —	\$ 3,401
Network services and other costs of operations	2,721	—	2,721
General and administrative expenses	35,822	5,597	41,419
Total stock-based compensation	\$ 41,944	\$ 5,597	\$ 47,541
	Year Ended December 31, 2011		
	CCUSA	CCAL	Consolidated Total
Stock-based compensation expense:			
Site rental costs of operations	\$ 942	\$ —	\$ 942
Network services and other costs of operations	1,555	—	1,555
General and administrative expenses	30,113	3,381	33,494
Total stock-based compensation	\$ 32,610	\$ 3,381	\$ 35,991
	Year Ended December 31, 2010		
	CCUSA	CCAL	Consolidated Total
Stock-based compensation expense:			
Site rental costs of operations	\$ 1,131	\$ —	\$ 1,131
Network services and other costs of operations	1,568	—	1,568
General and administrative expenses	33,841	3,425	37,266
Total stock-based compensation	\$ 36,540	\$ 3,425	\$ 39,965

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

**13. Employee Benefit Plans**

The Company and its subsidiaries have various defined contribution savings plans covering substantially all employees. Employees may elect to contribute a portion of their eligible compensation, subject to limits imposed by the various plans. Certain of the plans provide for partial matching of such contributions. The cost to the Company for these plans amounted to \$15.3 million, \$6.1 million and \$5.5 million for the years ended December 31, 2012, 2011 and 2010, respectively.

**14. Commitments and Contingencies**

The Company is involved in various claims, lawsuits and proceedings arising in the ordinary course of business. While there are uncertainties inherent in the ultimate outcome of such matters, and it is impossible to presently determine the ultimate costs or losses that may be incurred, if any, management believes the resolution of such uncertainties and the incurrence of such costs should not have a material adverse effect on the Company's consolidated financial position or results of operations. Additionally, the Company and certain of its subsidiaries are contingently liable for commitments and performance guarantees arising in the ordinary course of business.

*Asset Retirement Obligations*

Pursuant to its ground lease and easement agreements, the Company has the obligation to perform certain asset retirement activities, including requirements upon lease and easement termination to remove wireless infrastructure or remediate the land upon which its wireless infrastructure resides. Accretion expense related to liabilities for retirement obligations amounted to \$6.5 million, \$5.6 million and \$5.3 million for the years ended December 31, 2012, 2011 and 2010, respectively. During the year ended December 31, 2012, the Company recorded \$21.1 million in asset retirement obligations as a result of our acquisitions. As of December 31, 2012 and 2011, liabilities for retirement obligations were \$95.0 million and \$68.5 million, respectively, representing the net present value of the estimated expected future cash outlay. As of December 31, 2012, the estimated undiscounted future cash outlay for asset retirement obligations was approximately \$1.0 billion. See note 2.

*Property Tax Commitments*

The Company is obligated to pay, or reimburse others for, property taxes related to the Company's wireless infrastructure pursuant to operating leases with landlords and other contractual agreements. The property taxes for the year ended December 31, 2013 and future periods are contingent upon new assessments of the wireless infrastructure and the Company's appeals of assessments. The Company has an obligation to reimburse Sprint and T-Mobile for property taxes it pays on the Company's behalf related to certain towers the Company leases from them. The Company paid Sprint and T-Mobile an aggregate of \$16.7 million for the year ended December 31, 2012 and expects to pay Sprint and T-Mobile an aggregate of \$27.0 million for the year ended December 31, 2013.

*Letters of Credit and Surety Bonds*

In the normal course of business, the Company posts letters of credit and surety bonds pursuant to certain performance related obligations. The Company has issued letters of credit to various landlords, insurers and other parties in connection with certain contingent retirement obligations under various tower land interest leases and certain other contractual obligations. The letters of credit were issued through the Company's lenders in amounts aggregating \$12.6 million and expire on various dates through December 2013.

*Operating Lease Commitments*

See note 15 for a discussion of the operating lease commitments.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

**15. Leases**

*Tenant Contracts*

The following table is a summary of the rental cash payments owed to the Company, as a lessor, by tenants pursuant to contractual agreements in effect as of December 31, 2012. Generally, the Company's contracts with its tenants provide for (1) annual escalations and multiple renewal periods at the tenant's option and (2) only limited termination rights at the applicable tenant's option through the current term. As of December 31, 2012, the weighted-average remaining term of tenant contracts is approximately eight years, exclusive of renewals at the tenant's option. The tenants' rental payments included in the table below are through the current terms with a maximum current term of 20 years and do not assume exercise of tenant renewal options.

	Years Ending December 31,						
	2013	2014	2015	2016	2017	Thereafter	Total
Tenant leases	\$ 2,105,703	\$ 1,982,547	\$ 1,966,147	\$ 1,895,196	\$ 1,823,029	\$ 10,480,786	\$ 20,253,408

*Operating Leases*

The following table is a summary of rental cash payments owed by the Company, as lessee, to landlords pursuant to contractual agreements in effect as of December 31, 2012. The Company is obligated under non-cancelable operating contracts for office space, equipment and land interests under 77% of its towers. The majority of these operating lease agreements have certain termination rights that provide for cancellation after a notice period. The majority of the land interests and managed tower leases have multiple renewal options at the Company's option and annual escalations. Lease agreements may also contain provisions for a contingent payment based on revenues or the gross margin derived from the wireless infrastructure located on the leased land interest. Approximately 77% and 91% of the Company's site rental gross margins for the year ended December 31, 2012, are derived from towers where the land interest under the tower is owned or leased with final expiration dates of greater than 20 years and ten years, respectively, inclusive of renewals at the Company's option. The operating lease payments included in the table below include payments for certain renewal periods at the Company's option up to the estimated wireless infrastructure useful life of 20 years and an estimate of contingent payments based on revenues and gross margins derived from existing tenant leases.

	Years Ending December 31,						
	2013	2014	2015	2016	2017	Thereafter	Total
Operating leases	\$ 428,839	\$ 430,348	\$ 434,247	\$ 437,690	\$ 440,573	\$ 5,761,353	\$ 7,933,050

Rental expense from operating leases was \$372.3 million, \$338.3 million and \$330.1 million, respectively, for the years ended December 31, 2012, 2011 and 2010. The rental expense was inclusive of contingent payments based on revenues or gross margin derived from the wireless infrastructure located on the leased land interests of \$57.6 million, \$56.4 million and \$55.1 million, respectively, for the years ended December 31, 2012, 2011 and 2010.

**16. Operating Segments and Concentrations of Credit Risk**

*Operating Segments*

The Company's reportable operating segments are (1) CCUSA, consisting of the Company's U.S. operations, and (2) CCAL, the Company's Australian operations. Financial results for the Company are reported to management and the board of directors in this manner.

The measurement of profit or loss currently used by management to evaluate the results of operations for the Company and its operating segments is earnings before interest, taxes, depreciation, amortization and accretion, as adjusted ("Adjusted EBITDA"). The Company defines Adjusted EBITDA as net income (loss) plus restructuring charges (credits), asset write-down charges, acquisition and integration costs, depreciation, amortization and accretion, amortization of prepaid lease purchase price adjustments, interest expense and amortization of deferred financing costs, gains (losses) on retirement of long-term obligations, net gain (loss) on interest rate swaps, impairment of available-for-sale securities, interest income, other income (expense), benefit (provision) for income taxes, cumulative effect of change in accounting principle, income (loss) from discontinued operations and stock-based compensation expense. Adjusted EBITDA is not intended as an alternative measure of operating results or cash flows from operations (as determined in accordance with GAAP), and the Company's measure of Adjusted EBITDA may not be comparable to similarly titled measures of other companies. There are no significant revenues resulting from transactions between the Company's operating segments. Inter-company borrowings and related interest between segments are eliminated to reconcile segment results and assets to the consolidated basis. Noncontrolling interests primarily represent the noncontrolling shareholders' 22.4% interests in CCAL, the Company's 77.6% majority-owned subsidiary.



**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

The financial results for the Company's operating segments are as follows:

	Year Ended December 31, 2012				Year Ended December 31, 2011				Year Ended December 31, 2010			
	CCUSA	CCAL	Elim <sup>(a)</sup>	Consolidated Total	CCUSA	CCAL	Elim <sup>(a)</sup>	Consolidated Total	CCUSA	CCAL	Elim <sup>(a)</sup>	Consolidated Total
<b>Net revenues:</b>												
Site rental	\$ 2,001,049	\$ 123,141	\$ —	\$ 2,124,190	\$ 1,744,993	\$ 108,557	\$ —	\$ 1,853,550	\$ 1,608,141	\$ 92,620	\$ —	\$ 1,700,761
Network services and other	285,287	23,203	—	308,490	161,522	17,657	—	179,179	168,101	9,796	—	177,897
Net revenues	<u>2,286,336</u>	<u>146,344</u>	<u>—</u>	<u>2,432,680</u>	<u>1,906,515</u>	<u>126,214</u>	<u>—</u>	<u>2,032,729</u>	<u>1,776,242</u>	<u>102,416</u>	<u>—</u>	<u>1,878,658</u>
<b>Operating expenses:</b>												
Costs of operations <sup>(b)</sup> :												
Site rental	503,661	35,578	—	539,239	446,868	34,530	—	481,398	437,812	29,324	—	467,136
Network services and other	173,762	15,988	—	189,750	96,057	10,930	—	106,987	107,668	6,573	—	114,241
General and administrative	184,911	27,661	—	212,572	151,737	21,756	—	173,493	148,374	16,982	—	165,356
Asset write-down charges	15,226	322	—	15,548	21,986	299	—	22,285	13,243	444	—	13,687
Acquisition and integration costs	18,216	82	—	18,298	3,310	—	—	3,310	2,102	—	—	2,102
Depreciation, amortization and accretion	591,428	31,164	—	622,592	522,681	30,270	—	552,951	513,433	27,338	—	540,771
Total operating expenses	<u>1,487,204</u>	<u>110,795</u>	<u>—</u>	<u>1,597,999</u>	<u>1,242,639</u>	<u>97,785</u>	<u>—</u>	<u>1,340,424</u>	<u>1,222,632</u>	<u>80,661</u>	<u>—</u>	<u>1,303,293</u>
Operating income (loss)	<u>799,132</u>	<u>35,549</u>	<u>—</u>	<u>834,681</u>	<u>663,876</u>	<u>28,429</u>	<u>—</u>	<u>692,305</u>	<u>553,610</u>	<u>21,755</u>	<u>—</u>	<u>575,365</u>
Interest expense and amortization of deferred financing costs	(601,031)	(19,330)	19,317	(601,044)	(507,264)	(22,974)	22,651	(507,587)	(488,863)	(21,381)	19,975	(490,269)
Gains (losses) on retirement of long-term obligations	(131,974)	—	—	(131,974)	—	—	—	—	(138,367)	—	—	(138,367)
Net gain (loss) on interest rate swaps	—	—	—	—	—	—	—	—	(286,435)	—	—	(286,435)
Interest income	4,089	467	—	4,556	187	479	—	666	1,888	316	—	2,204
Other income (expense)	13,954	(29)	(19,317)	(5,392)	17,048	26	(22,651)	(5,577)	19,151	221	(19,975)	(603)
Benefit (provision) for income taxes	60,144	39,917	—	100,061	(6,126)	(2,221)	—	(8,347)	28,808	(1,962)	—	26,846
Net income (loss)	<u>144,314</u>	<u>56,574</u>	<u>—</u>	<u>200,888</u>	<u>167,721</u>	<u>3,739</u>	<u>—</u>	<u>171,460</u>	<u>(310,208)</u>	<u>(1,051)</u>	<u>—</u>	<u>(311,259)</u>
Less: Net income (loss) attributable to the noncontrolling interest	(268)	12,572	—	12,304	(348)	731	—	383	—	(319)	—	(319)
Net income (loss) attributable to CCIC stockholders	<u>\$ 144,582</u>	<u>\$ 44,002</u>	<u>\$ —</u>	<u>\$ 188,584</u>	<u>\$ 168,069</u>	<u>\$ 3,008</u>	<u>\$ —</u>	<u>\$ 171,077</u>	<u>\$ (310,208)</u>	<u>\$ (732)</u>	<u>\$ —</u>	<u>\$ (310,940)</u>
Capital expenditures	<u>\$ 419,980</u>	<u>\$ 21,403</u>	<u>\$ —</u>	<u>\$ 441,383</u>	<u>\$ 333,862</u>	<u>\$ 14,080</u>	<u>\$ —</u>	<u>\$ 347,942</u>	<u>\$ 216,556</u>	<u>\$ 11,502</u>	<u>\$ —</u>	<u>\$ 228,058</u>
Total assets (at year end)	<u>\$ 15,969,084</u>	<u>\$ 440,395</u>	<u>\$ (320,770)</u>	<u>\$ 16,088,709</u>	<u>\$ 10,497,387</u>	<u>\$ 341,852</u>	<u>\$ (294,143)</u>	<u>\$ 10,545,096</u>				
Goodwill	<u>\$ 3,116,824</u>	<u>\$ 3,133</u>	<u>\$ —</u>	<u>\$ 3,119,957</u>	<u>\$ 2,034,683</u>	<u>\$ 707</u>	<u>\$ —</u>	<u>\$ 2,035,390</u>				

- (a) Elimination of inter-company borrowings and related interest expense.  
(b) Exclusive of depreciation, amortization and accretion shown separately.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

The following are reconciliations of net income (loss) to Adjusted EBITDA for the years ended December 31, 2012, 2011 and 2010:

	Year Ended December 31, 2012				Year Ended December 31, 2011				Year Ended December 31, 2010			
	CCUSA	CCAL	Elim <sup>(a)</sup>	Consolidated Total	CCUSA	CCAL	Elim <sup>(a)</sup>	Consolidated Total	CCUSA	CCAL	Elim <sup>(a)</sup>	Consolidated Total
Net income (loss)	\$ 144,314	\$ 56,574	\$ —	\$ 200,888	\$ 167,721	\$ 3,739	\$ —	\$ 171,460	\$ (310,208)	\$ (1,051)	\$ —	\$ (311,259)
Adjustments to increase (decrease) net income (loss):												
Asset write-down charges	15,226	322	—	15,548	21,986	299	—	22,285	13,243	444	—	13,687
Acquisition and integration costs	18,216	82	—	18,298	3,310	—	—	3,310	2,102	—	—	2,102
Depreciation, amortization and accretion	591,428	31,164	—	622,592	522,681	30,270	—	552,951	513,433	27,338	—	540,771
Amortization of prepaid lease purchase price adjustments	14,166	—	—	14,166	—	—	—	—	—	—	—	—
Interest expense and amortization of deferred financing costs	601,031	19,330	(19,317)	601,044	507,264	22,974	(22,651)	507,587	488,863	21,381	(19,975)	490,269
Gains (losses) on retirement of long-term obligations	131,974	—	—	131,974	—	—	—	—	138,367	—	—	138,367
Net gain (loss) on interest rate swaps	—	—	—	—	—	—	—	—	286,435	—	—	286,435
Interest income	(4,089)	(467)	—	(4,556)	(187)	(479)	—	(666)	(1,888)	(316)	—	(2,204)
Other income (expense)	(13,954)	29	19,317	5,392	(17,048)	(26)	22,651	5,577	(19,151)	(221)	19,975	603
Benefit (provision) for income taxes	(60,144)	(39,917)	—	(100,061)	6,126	2,221	—	8,347	(28,808)	1,962	—	(26,846)
Stock-based compensation expense	41,785	5,597	—	47,382	32,610	3,381	—	35,991	36,540	3,425	—	39,965
Adjusted EBITDA	\$ 1,479,953	\$ 72,714	\$ —	\$ 1,552,667	\$ 1,244,463	\$ 62,379	\$ —	\$ 1,306,842	\$ 1,118,928	\$ 52,962	\$ —	\$ 1,171,890

(a) Elimination of inter-company borrowings and related interest expense.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

*Geographic Information*

A summary of net revenues by country, based on the location of the Company's subsidiaries, is as follows:

	Years Ended December 31,		
	2012	2011	2010
United States	\$ 2,283,088	\$ 1,902,536	\$ 1,772,793
Australia	146,344	126,214	102,416
Other countries	3,248	3,979	3,449
Total net revenues	<u>\$ 2,432,680</u>	<u>\$ 2,032,729</u>	<u>\$ 1,878,658</u>

A summary of long-lived assets (property and equipment, goodwill and other intangible assets) by country of location is as follows:

	December 31,	
	2012	2011
United States	\$ 12,730,337	\$ 8,847,161
Australia	232,099	212,067
Other countries	16,748	15,571
Total long-lived assets	<u>\$ 12,979,184</u>	<u>\$ 9,074,799</u>

*Major Customers*

The following table summarizes the percentage of the consolidated revenues for those customers accounting for more than 10% of the consolidated revenues, all of which relates to CCUSA.

	Years Ended December 31,		
	2012	2011	2010
Sprint	24%	21%	20%
AT&T	20%	23%	21%
Verizon Wireless	17%	19%	21%
T-Mobile	11%	11%	11%
Total	<u>72%</u>	<u>74%</u>	<u>73%</u>

*Concentrations of Credit Risk*

Financial instruments that potentially subject the Company to concentrations of credit risk are primarily cash and cash equivalents, restricted cash and trade receivables. The Company mitigates its risk with respect to cash and cash equivalents by maintaining such deposits at high credit quality financial institutions and monitoring the credit ratings of those institutions. The Company's restricted cash is predominately held and directed by a trustee (see note 2).

The Company derives the largest portion of its revenues from customers in the wireless communications industry. The Company also has a concentration in its volume of business with Sprint, AT&T, Verizon Wireless and T-Mobile or their agents that accounts for a significant portion of the Company's revenues, receivables and deferred site rental receivables. The Company mitigates its concentrations of credit risk with respect to trade receivables by actively monitoring the creditworthiness of its customers, the use of customer leases with contractually determinable payment terms and proactive management of past due balances.

**17. Asset Write-Down Charges**

*Wireless Infrastructure Write-Down Charges*

During the years ended December 31, 2012, 2011, and 2010, asset write-down charges included charges related to the abandonment or disposal of wireless infrastructure at CCUSA of \$11.7 million, \$15.8 million and \$8.6 million, respectively.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

**18. Supplemental Cash Flow Information**

The following table is a summary of the supplemental cash flow information during the years ended December 31, 2012, 2011 and 2010.

	Years Ended December 31,		
	2012	2011	2010
Supplemental disclosure of cash flow information:			
Interest paid	\$ 504,494	\$ 404,443	\$ 409,293
Income taxes paid (refund)	3,375	4,340	(5,935)
Supplemental disclosure of non-cash investing and financing activities:			
Increase (decrease) in the fair value of forward-starting interest rate swaps (note 7)	—	—	(114,157)
Increase (decrease) in liabilities for purchases of property and equipment	58,638	27,094	18,682
Conversion of redeemable convertible preferred stock (note 10)	305,180	—	—
Assumption of WCP Securitized Notes	336,273	—	—

**19. Quarterly Financial Information (Unaudited)**

Summary quarterly financial information for the years ended December 31, 2012 and 2011 is as follows:

	Three Months Ended			
	March 31	June 30	September 30	December 31
2012:				
Net revenues	\$ 551,745	\$ 585,511	\$ 621,337	\$ 674,087
Operating income (loss)	202,228	202,977	220,768	208,708
Gains (losses) on retirement of long-term obligations	(7,068)	(7,518)	—	(117,388)
Benefit (provision) for income taxes	(6,695)	68,432	(32,300)	70,624
Net income (loss) attributable to CCIC stockholders	50,031	116,013	42,045	(19,505)
Net income (loss) attributable to CCIC common stockholders, after deduction of dividends on preferred stock and losses on purchases of preferred stock, per common share:				
Basic	\$ 0.17	\$ 0.40	\$ 0.14	\$ (0.07)
Diluted	\$ 0.17	\$ 0.40	\$ 0.14	\$ (0.07)
2011:				
Three Months Ended				
	March 31	June 30	September 30	December 31
Net revenues	\$ 499,039	\$ 500,336	\$ 513,883	\$ 519,471
Operating income (loss)	166,428	167,142	181,889	176,846
Net income (loss) attributable to CCIC stockholders	40,017	30,871	51,278	48,911
Net income (loss) attributable to CCIC common stockholders, after deduction of dividends on preferred stock and losses on purchases of preferred stock, per common share:				
Basic	\$ 0.12	\$ 0.09	\$ 0.16	\$ 0.16
Diluted	\$ 0.12	\$ 0.09	\$ 0.15	\$ 0.16

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)**  
**(Tabular dollars in thousands, except per share amounts)**

**20. Subsequent Events**

*9% Senior Notes*

In January 2013, the Company completed the repurchase and redemption of all of the outstanding 9% Senior Notes, resulting in a loss of \$17.8 million. See note 6.

*7.75% Secured Notes*

In January 2013, certain of the Company's subsidiaries completed the repurchase and redemption of all of the outstanding 7.75% Secured Notes, resulting in a loss of \$18.0 million. See note 6.

## **Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure**

None.

### **Item 9A. Controls and Procedures**

#### **(a) Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures**

In connection with the preparation of this Annual Report on Form 10-K, as of December 31, 2012, the Company's management conducted an evaluation, under the supervision and with the participation of the Company's Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), of the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 ("Exchange Act")). Based upon their evaluation, the CEO and CFO concluded that the Company's disclosure controls and procedures, as of December 31, 2012, were effective to provide reasonable assurance that information required to be disclosed by the Company in the reports filed or submitted by it under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and to provide reasonable assurance that information required to be disclosed by the Company in such reports is accumulated and communicated to the Company's management, including its CEO and CFO, as appropriate to allow timely decisions regarding required disclosure.

#### **(b) Management's Report on Internal Control Over Financial Reporting**

Management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) for the Company. Under the supervision and with the participation of the Company's CEO and CFO, management assessed the effectiveness of the Company's internal control over financial reporting based on the framework described in *"Internal Control – Integrated Framework,"* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles. The Company's internal control over financial reporting includes those policies and procedures that:

- pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorization of management and directors of the Company; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisitions, use or disposition of the Company's assets that could have a material effect on the financial statements.

Management has assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2012. Based on the Company's assessment, management has concluded that the Company's internal control over financial reporting was effective as of December 31, 2012 to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2012 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein.

#### **(c) Changes in Internal Control Over Financial Reporting**

There have not been any changes in the Company's internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) during the most recent fiscal quarter that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

#### **(d) Limitations on the Effectiveness of Controls**

Because of its inherent limitations, the Company's internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

**Item 9B. Other Information**

None.

**PART III****Item 10. Directors and Executive Officers of the Registrant**

The information required to be furnished pursuant to this item will be set forth in the 2013 Proxy Statement and is incorporated herein by reference.

**Item 11. Executive Compensation**

The information required to be furnished pursuant to this item will be set forth in the 2013 Proxy Statement and is incorporated herein by reference.

**Item 12. Security Ownership of Certain Beneficial Owners and Management**

The information required to be furnished pursuant to this item will be set forth in the 2013 Proxy Statement and is incorporated herein by reference.

The following table summarizes information with respect to equity compensation plans under which equity securities of the registrant are authorized for issuance as of December 31, 2012:

<u>Plan category(a)(b)</u>	<u>Number of securities to be issued upon exercise of outstanding options, warrants and rights</u>	<u>Weighted-average exercise price of outstanding options, warrants and rights</u>	<u>Number of securities remaining available for future issuance</u>
	(In shares)	(In dollars per share)	(In shares)
Equity compensation plans approved by security holders	—	\$ —	7,073,153
Equity compensation plans not approved by security holders	—	—	—
<b>Total</b>	<b>—</b>	<b>\$ —</b>	<b>7,073,153</b>

(a) See note 12 to the consolidated financial statements for more detailed information regarding the registrant's equity compensation plans.

(b) CCAL has an equity compensation plan under which it awards restricted units settled in cash to its employees and directors. This plan has not been approved by the registrant's security holders.

**Item 13. Certain Relationships and Related Transactions**

The information required to be furnished pursuant to this item will be set forth in the 2013 Proxy Statement and is incorporated herein by reference.

**Item 14. Principal Accountant Fees and Services**

The information required to be furnished pursuant to this item will be set forth in the 2013 Proxy Statement and is incorporated herein by reference.

## PART IV

### Item 15. *Exhibits, Financial Statement Schedules*

#### **(a)(1) Financial Statements:**

The list of financial statements filed as part of this report is submitted as a separate section, the index to which is located on page 37.

#### **(a)(2) Financial Statement Schedules:**

Schedule II—Valuation and Qualifying Accounts follows this Part IV. All other schedules are omitted because they are not applicable or because the required information is contained in the financial statements or notes thereto included in this Form 10-K.

#### **(a)(3) Exhibits:**

The Exhibits listed on the accompanying Index to Exhibits are filed as part of this Annual Report on Form 10-K.



**CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES**

**SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS**

**YEARS ENDED DECEMBER 31, 2012, 2011 AND 2010**

**(In thousands of dollars)**

	Balance at Beginning of Year	Additions		Deductions		Effect of Exchange Rate Changes	Balance at End of Year
		Charged to Operations	Credited to Operations	Written Off			
<b>Allowance for Doubtful Accounts Receivable:</b>							
2012	\$ 5,891	\$ 3,673	\$ —	\$ (1,838)	\$ —	\$ 7,726	
2011	\$ 5,683	\$ 1,819	\$ —	\$ (1,611)	\$ —	\$ 5,891	
2010	\$ 5,497	\$ 1,829	\$ —	\$ (1,669)	\$ 26	\$ 5,683	
	Balance at Beginning of Year	Additions		Deductions		Effect of Exchange Rate Changes	Balance at End of Year
		Charged to Operations	Credited to Operations	Written Off			
<b>Allowance for Deferred Site Rental Receivables:</b>							
2012	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	
2011	\$ 5,080	\$ —	\$ (5,080)	\$ —	\$ —	\$ —	
2010	\$ 3,600	\$ 7,200	\$ (5,720)	\$ —	\$ —	\$ 5,080	
	Balance at Beginning of Year	Additions		Deductions		Other Adjustments(a)	Balance at End of Year
		Charged to Operations	Charged to Additional Paid-in Capital and Other Comprehensive Income	Credited to Operations	Credited to Additional Paid-in Capital and Other Comprehensive Income		
<b>Deferred Tax Valuation Allowance:</b>							
2012	\$ 228,417	\$ —	\$ —	\$ (166,911)	\$ (5,718)	\$ 15,152	\$ 70,940
2011	\$ 318,055	\$ —	\$ —	\$ (83,115)	\$ (22,119)	\$ 15,596	\$ 228,417
2010	\$ 190,848	\$ 76,125	\$ 38,646	\$ —	\$ —	\$ 12,436	\$ 318,055

(a) Inclusive of the effects of exchange rate changes and acquisitions.

## INDEX TO EXHIBITS

### Item 15 (a) (3)

Exhibit Number	Exhibit Description
(hh) 2.1	Agreement and Plan of Merger, dated as of December 15, 2011, by and among Crown Castle International Corp., Crown Castle NG Acquisitions Corp., NextG Networks, Inc. and Madison Dearborn Capital Partners V-A, L.P., solely in its capacity as the Representative
(c) 2.2	Formation Agreement, dated December 8, 1998, relating to the formation of Crown Atlantic Company LLC, Crown Atlantic Holding Sub LLC, and Crown Atlantic Holding Company LLC
(d) 2.3	Amendment Number 1 to Formation Agreement, dated March 31, 1999, among Crown Castle International Corp., Cellco Partnership, doing business as Bell Atlantic Mobile, certain Transferring Partnerships and CCA Investment Corp.
(l) 2.4	Crown Atlantic Holding Company LLC Amended and Restated Operating Agreement, dated May 1, 2003, by and between Bell Atlantic Mobile, Inc. and CCA Investment Corp.
(d) 2.5	Crown Atlantic Company LLC Operating Agreement entered into as of March 31, 1999 by and between Cellco Partnership, doing business as Bell Atlantic Mobile, and Crown Atlantic Holding Sub LLC
(l) 2.6	Crown Atlantic Company LLC First Amendment to Operating Agreement, dated May 1, 2003, by Crown Atlantic Company LLC, and each of Bell Atlantic Mobile, Inc. and Crown Atlantic Holding Sub LLC
(e) 2.7	Agreement to Sublease dated June 1, 1999 by and among BellSouth Mobility Inc., BellSouth Telecommunications Inc., The Transferring Entities, Crown Castle International Corp. and Crown Castle South Inc.
(e) 2.8	Sublease dated June 1, 1999 by and among BellSouth Mobility Inc., Certain BMI Affiliates, Crown Castle International Corp. and Crown Castle South Inc.
(g) 2.9	Agreement to Sublease dated August 1, 1999 by and among BellSouth Personal Communications, Inc., BellSouth Carolinas PCS, L.P., Crown Castle International Corp. and Crown Castle South Inc.
(g) 2.10	Sublease dated August 1, 1999 by and among BellSouth Personal Communications, Inc., BellSouth Carolinas PCS, L.P., Crown Castle International Corp. and Crown Castle South Inc.
(f) 2.11	Formation Agreement dated November 7, 1999 relating to the formation of Crown Castle GT Company LLC, Crown Castle GT Holding Sub LLC and Crown Castle GT Holding Company LLC
(g) 2.12	Operating Agreement, dated January 31, 2000 by and between Crown Castle GT Corp. and affiliates of GTE Wireless Incorporated
(ii) 3.1	Composite Certificate of Incorporation of Crown Castle International Corp.
(ii) 3.2	Composite By-laws of Crown Castle International Corp.
(b) 4.1	Specimen Certificate of Common Stock
(n) 4.2	Indenture, dated as of June 1, 2005, relating to the Senior Secured Tower Revenue Notes, by and among JPMorgan Chase Bank, N.A., as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc. and Crown Castle International Corp. de Puerto Rico, collectively as Issuers
(bb) 4.3	Indenture Supplement, dated as of January 15, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-1, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to J.P. Morgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
(bb) 4.4	Indenture Supplement, dated as of January 15, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-2, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
(bb) 4.5	Indenture Supplement, dated as of January 15, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-3, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers

<b>Exhibit Number</b>	<b>Exhibit Description</b>
(cc) 4.6	Indenture Supplement, dated as of August 16, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-4, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castel International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MPUPA LLC, collectively as Issuers
(cc) 4.7	Indenture Supplement, dated as of August 16, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-5, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
(cc) 4.8	Indenture Supplement, dated as of August 16, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-6, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
(u) 4.9	Indenture dated January 27, 2009, between Crown Castle International Corp. and Bank of New York Mellon Trust Company, N.A., as trustee
(z) 4.10	Indenture dated July 31, 2009, relating to Senior Secured Notes, between Pinnacle Towers Acquisition Holdings LLC, GS Savings Inc., GoldenState Towers, LLC, Pinnacle Towers Acquisition LLC, Tower Ventures III, LLC and TVHT, LLC, as Issuers, Global Signal Holdings III, LLC, as Guarantor, and The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee
(z) 4.11	Indenture Supplement dated July 31, 2009, relating to Senior Secured Notes, Series 2009-1, between Pinnacle Towers Acquisition Holdings LLC, GS Savings Inc., GoldenState Towers, LLC, Pinnacle Towers Acquisition LLC, Tower Ventures III, LLC and TVHT, LLC, as Issuers, Global Signal Holdings III, LLC, as Guarantor, and The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee
(aa) 4.12	Second Supplemental Indenture dated October 23, 2009, relating to 7.125% Senior Notes due 2019, between Crown Castle International Corp. and The Bank of New York Mellon Trust Company, N.A., as trustee
(ff) 4.13	Indenture dated as of November 9, 2010, between WCP Wireless Site Funding LLC, WCP Wireless Site RE Funding LLC, WCP Wireless Site Non-RE Funding LLC, WCP Wireless Lease Subsidiary, LLC, MW Cell REIT 1 LLC and MW Cell TRS 1 LLC, and Deutsche Bank Trust Company Americas, as indenture trustee
(ff) 4.14	Series 2010-1 Indenture Supplement dated as of November 9, 2010, between WCP Wireless Site Funding LLC, WCP Wireless Site RE Funding LLC, WCP Wireless Site Non-RE Funding LLC, WCP Wireless Lease Subsidiary, LLC, MW Cell REIT 1 LLC and MW Cell TRS 1 LLC, and Deutsche Bank Trust Company Americas, as indenture trustee
(kk) 4.15	Indenture dated as of October 15, 2012, between Crown Castle International Corp. and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to 5.25% Senior Notes due 2023
(nn) 4.16	Indenture dated as of December 24, 2012, by and among CC Holdings GS V LLC, Crown Castle GS III Corp., each of the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to the 2.381% Senior Secured Notes due 2017 and the 3.849% Senior Secured Notes due 2023
(d) 10.1	Global Lease Agreement dated March 31, 1999 between Crown Atlantic Company LLC and Cellco Partnership, doing business as Bell Atlantic Mobile
(h) 10.2	Crown Castle International Corp. 2001 Stock Incentive Plan
(j) 10.3	Form of Severance Agreement between Crown Castle International Corp. and each of W. Benjamin Moreland and E. Blake Hawk
(s) 10.4	Form of First Amendment to Severance Agreement between Crown Castle International Corp. and each of W. Benjamin Moreland and E. Blake Hawk
(x) 10.5	Form of Amendment to Severance Agreement between Crown Castle International Corp. and each of W. Benjamin Moreland and E. Blake Hawk, effective April 6, 2009
(j) 10.6	Form of Restricted Stock Agreement pursuant to 2001 Stock Incentive Plan
(r) 10.7	Crown Castle International Corp. 2004 Stock Incentive Plan, as amended
(m) 10.8	Form of Restricted Stock Agreement pursuant to 2001 Stock Incentive Plan

<b>Exhibit Number</b>	<b>Exhibit Description</b>
(m) 10.10	Form of Severance Agreement between Crown Castle International Corp. and James D. Young
(s) 10.11	Form of First Amendment to Severance Agreement between Crown Castle International Corp and certain senior officers, including James D. Young
(t) 10.12	Form of Severance Agreement between Crown Castle International Corp. and each of Jay A. Brown and Philip M. Kelley
(x) 10.13	Form of Amendment to Severance Agreement between Crown Castle International Corp. and certain senior officers, including Jay A. Brown, James D. Young and Philip M. Kelley, effective April 6, 2009
(dd) 10.14	Crown Castle International Corp. 2011 EMT Annual Incentive Plan
(gg) 10.15	Crown Castle International Corp. 2012 EMT Annual Incentive Plan
(gg) 10.16	Summary of Non-Employee Director Compensation
(n) 10.17	Management Agreement, dated as of June 8, 2005, by and among Crown Castle USA Inc., as Manager, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle GT Holding Sub LLC and Crown Castle Atlantic LLC, collectively as Owners
(p) 10.18	Management Agreement Amendment, dated September 26, 2006, by and among Crown Castle USA Inc., as Manager, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle GT Holding Sub LLC and Crown Castle Atlantic LLC, collectively, as Owners
(q) 10.19	Joinder and Amendment to Management Agreement, dated as of November 29, 2006, by and among Crown Castle USA Inc., as Manager, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC, Crown Castle MUPA LLC, Crown Castle GT Holding Sub LLC and Crown Castle Atlantic LLC, collectively as Owners
(n) 10.20	Cash Management Agreement, dated as of June 8, 2005, by and among Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc. and Crown Castle International Corp. de Puerto Rico, as Issuers, JPMorgan Chase Bank, N.A., as Indenture Trustee, Crown Castle USA Inc., as Manager, Crown Castle GT Holding Sub LLC, as Member of Crown Castle GT Company LLC, and Crown Castle Atlantic LLC, as Member of Crown Atlantic Company LLC
(q) 10.21	Joinder to Cash Management Agreement, dated as of November 29, 2006, by and among Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc. and Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC, Crown Castle MUPA LLC, as Issuers, The Bank of New York (as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, Crown Castle USA Inc., as Manager, Crown Castle GT Holding Sub LLC, as Member of Crown Castle GT Company LLC, and Crown Castle Atlantic LLC, as Member of Crown Atlantic Company LLC
(n) 10.22	Servicing Agreement, dated as of June 8, 2005, by and among Midland Loan Services, Inc., as Servicer, and JPMorgan Chase Bank, N.A., as Indenture Trustee
(v) 10.23	Agreement to Contribute, Lease and Sublease, dated as of February 14, 2005 among Sprint Corporation, the Sprint subsidiaries named therein and Global Signal Inc.
(w) 10.24	Master Lease and Sublease, dated as of May 26, 2005, by and among STC One LLC, as lessor, Sprint Telephony PCS L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.
(w) 10.25	Master Lease and Sublease, dated as of May 26, 2005, by and among STC Two LLC, as lessor, SprintCom, Inc., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.
(w) 10.26	Master Lease and Sublease, dated as of May 26, 2005, by and among STC Three LLC, as lessor, American PCS Communications, LLC, as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.
(w) 10.27	Master Lease and Sublease, dated as of May 26, 2005, by and among STC Four LLC, as lessor, PhillieCo, L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.
(w) 10.28	Master Lease and Sublease, dated as of May 26, 2005, by and among STC Five LLC, as lessor, Sprint Spectrum L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.
(w) 10.29	Master Lease and Sublease, dated as of May 26, 2005, by and among STC Six Company, Sprint Spectrum L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.
(z) 10.30	Management Agreement, dated as of July 31, 2009, by and among Crown Castle USA Inc., as Manager, and Pinnacle Towers Acquisition Holdings LLC, and the direct and indirect subsidiaries of Pinnacle Towers Acquisition Holdings LLC, collectively, as Owners

<b>Exhibit Number</b>	<b>Exhibit Description</b>
(z) 10.31	Cash Management Agreement, dated as of July 31, 2009, by and among Pinnacle Towers Acquisition Holdings LLC, Pinnacle Towers Acquisition LLC, GS Savings Inc., GoldenState Towers, LLC, Tower Ventures III, LLC and TVHT, LLC, as Issuers, The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee, and Crown Castle USA Inc., as Manager
(z) 10.32	Servicing Agreement, dated as of July 31, 2009, by and among Midland Loan Services, Inc., as Servicer, and The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee
(ff) 10.33	Credit Agreement dated as of January 31, 2012, among Crown Castle International Corp., Crown Castle Operating Company, as borrower, the lenders and issuing banks party thereto, The Royal Bank of Scotland plc, as administrative agent, and Morgan Stanley Senior Funding Inc., as co-documentation agent
(jj) 10.34	Master Agreement dated as of September 28, 2012, among T-Mobile USA, Inc., SunCom Wireless Operating Company, L.L.C., Cook Inlet/VS GSM IV PCS Holdings, LLC, T-Mobile Central LLC, T-Mobile South LLC, Powertel/Memphis, Inc., VoiceStream Pittsburgh, L.P., T-Mobile West LLC, T-Mobile Northeast LLC, Wireless Alliance, LLC, SunCom Wireless Property Company, L.L.C. and Crown Castle International Corp.
(kk) 10.35	Registration Rights Agreement dated October 15, 2012, by and among Crown Castle International Corp., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC, as representatives of the initial purchasers
(ll) 10.36	Amendment No. 2 dated as of November 13, 2012, among Crown Castle International Corp., Crown Castle Operating Company, certain subsidiaries of Crown Castle Operating Company, the lenders party thereto and The Royal Bank of Scotland plc, as administrative agent, to the Credit Agreement dated as of January 31, 2012, among Crown Castle International Corp., Crown Castle Operating Company, the lenders and issuing banks from time to time party thereto, The Royal Bank of Scotland plc, as administrative agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as syndication agent, and Morgan Stanley Senior Funding Inc., as co-documentation agent
(mm) 10.37	Incremental Facility Amendment dated as of December 13, 2012, among Crown Castle International Corp., Crown Castle Operating Company, certain subsidiaries of the Crown Castle Operating Company, the lenders party thereto, The Royal Bank of Scotland plc, as administrative agent, to the Credit Agreement dated as of January 31, 2012, among Crown Castle International Corp., Crown Castle Operating Company, the lenders and issuing banks from time to time party thereto, The Royal Bank of Scotland plc, as administrative agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as syndication agent, and Morgan Stanley Senior Funding Inc., as co-documentation agent
(nn) 10.38	Management Agreement, dated as of December 24, 2012, by and among Crown Castle USA Inc., as Manager, and Global Signal Acquisitions LLC, Global Signal Acquisitions II LLC, Pinnacle Towers LLC and the direct and indirect subsidiaries of Pinnacle Towers LLC, collectively, as Owners
(nn) 10.39	Registration Rights Agreement, dated as of December 24, 2012, by and among CC Holdings GS V LLC, Crown Castle GS III Corp., each of the guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC, as representatives of the initial purchasers
* 10.40	Master Prepaid Lease, dated as of November 30, 2012, by and among T-Mobile USA Tower LLC, T-Mobile West Tower LLC, T-Mobile USA, Inc. and CCTMO LLC
* 10.41	MPL Site Master Lease Agreement, dated as of November 30, 2012, by and among Cook Inlet/VS GSM IV PCS Holdings, LLC, T-Mobile Central LLC, T-Mobile South LLC, Powertel/Memphis, Inc., VoiceStream Pittsburgh, L.P., T-Mobile West LLC, T-Mobile Northeast LLC, Wireless Alliance, LLC, SunCom Wireless Operating Company, L.L.C., T-Mobile USA, Inc. and CCTMO LLC
* 10.42	Sale Site Master Lease Agreement, dated as of November 30, 2012, by and among Cook Inlet/VS GSM IV PCS Holdings, LLC, T-Mobile Central LLC, T-Mobile South LLC, Powertel/Memphis, Inc., VoiceStream Pittsburgh, L.P., T-Mobile West LLC, T-Mobile Northeast LLC, Wireless Alliance, LLC, SunCom Wireless Operating Company, L.L.C., T-Mobile USA, Inc., T3 Tower 1 LLC and T3 Tower 2 LLC
* 10.43	Management Agreement, dated as of November 30, 2012, by and among SunCom Wireless Operating Company, L.L.C., Cook Inlet/VS GSM IV PCS Holdings, LLC, T-Mobile Central LLC, T-Mobile South LLC, Powertel/Memphis, Inc., VoiceStream Pittsburgh, L.P., T-Mobile West LLC, T-Mobile Northeast LLC, Wireless Alliance, LLC, SunCom Wireless Property Company, L.L.C., T-Mobile USA Tower LLC, T-Mobile West Tower LLC, CCTMO LLC, T3 Tower 1 LLC and T3 Tower 2 LLC
* 11	Computation of Net Income (Loss) per Common Share
* 12	Computation of Ratios of Earnings to Fixed Charges and Earnings to Combined Fixed Charges and Preferred Stock Dividends
* 21	Subsidiaries of Crown Castle International Corp.

Exhibit Number	Exhibit Description
* 23.1	Consent of PricewaterhouseCoopers LLP
* 23.2	Consent of KPMG LLP
* 31.1	Certification of Chief Executive Officer pursuant to Section 302 of Sarbanes-Oxley Act of 2002
* 31.2	Certification of Chief Financial Officer pursuant to Section 302 of Sarbanes-Oxley Act of 2002
* 32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of Sarbanes-Oxley Act of 2002
* 101.INS	XBRL Instance Document
* 101.SCH	XBRL Taxonomy Extension Schema Document
* 101.DEF	XBRL Taxonomy Extension Definition Linkbase
* 101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
* 101.LAB	XBRL Taxonomy Extension Label Linkbase Document
* 101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

\* Filed herewith.

- (a) Incorporated by reference to the exhibits in the Registration Statement on Form S-4 previously filed by the Registrant (Registration No. 333-43873).
- (b) Incorporated by reference to the exhibits in the Registration Statement on Form S-1 previously filed by the Registrant (Registration No. 333-57283).
- (c) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 000-24737) on December 10, 1998.
- (d) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 000-24737) on April 12, 1999.
- (e) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 000-24737) on June 9, 1999.
- (f) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 000-24737) on November 12, 1999.
- (g) Incorporated by reference to the exhibit previously filed by the Registrant on Form 10-K (Registration No. 000-24737) for the year ended December 31, 1999.
- (h) Incorporated by reference to the exhibit previously filed by the Registrant as Appendix A to the Definitive Schedule 14A Proxy Statement (Registration No. 001-16441) on May 8, 2001.
- (i) Incorporated by reference to the exhibit previously filed by the Registrant on Form 10-Q (Registration No. 001-16441) for the quarter ended September 30, 2002.
- (j) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on January 8, 2003.
- (k) Incorporated by reference to the exhibits in the Registration Statement on Form S-4 previously filed by the Registrant (Registration No. 333-112176).
- (l) Incorporated by reference to the exhibit previously filed by the Registrant on Form 10-K (Registration No. 001-16441) for the year ended December 31, 2003.
- (m) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on March 2, 2005.
- (n) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on June 9, 2005.
- (o) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on June 2, 2005.
- (p) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on September 29, 2006.
- (q) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on December 5, 2006.
- (r) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on May 30, 2007.
- (s) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on December 7, 2007.
- (t) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on July 15, 2008.

- (u) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on January 29, 2009
- (v) Incorporated by reference to the exhibit previously filed by Global Signal Inc. on Form 8-K (Registration No. 001-32168) on February 17, 2005.
- (w) Incorporated by reference to the exhibit previously filed by Global Signal Inc. on Form 8-K (Registration No. 001-32168) on May 27, 2005.
- (x) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on April 8, 2009.
- (y) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on May 5, 2009.
- (z) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on August 4, 2009.
- (aa) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on October 28, 2009.
- (bb) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on January 20, 2010.
- (cc) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on August 26, 2010.
- (dd) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on February 16, 2011.
- (ee) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on May 26, 2011.
- (ff) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on February 3, 2012.
- (gg) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on February 24, 2012.
- (hh) Incorporated by reference to the exhibit previously filed by the Registrant on Form 10-K (Registration No. 001-16441) on February 13, 2012.
- (ii) Incorporated by reference to the exhibit in the Registration Statement previously filed by the Registrant on Form S-3 (Registration No. 333-180526) on April 3, 2012.
- (jj) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on October 2, 2012.
- (kk) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on October 16, 2012.
- (ll) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on November 13, 2012.
- (mm) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on December 13, 2012.
- (nn) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on December 28, 2012.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized, on this 12<sup>th</sup> day of February, 2013.

CROWN CASTLE INTERNATIONAL CORP.

By: \_\_\_\_\_ /s/ JAY A. BROWN

**Jay A. Brown**  
**Senior Vice President, Chief Financial Officer**  
**and Treasurer**

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints W. Benjamin Moreland and E. Blake Hawk and each of them, as his or her true and lawful attorneys-in-fact and agents with full power of substitution and re-substitution for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all documents relating to the Annual Report on Form 10-K, including any and all amendments and supplements thereto, for the year ended December 31, 2012 and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, this Annual Report on Form 10-K has been signed below by the following persons on behalf of the Registrant and in the capacities indicated below on this 12<sup>th</sup> day of February, 2013.



<u>Name</u>	<u>Title</u>
/s/ W. BENJAMIN MORELAND <b>W. Benjamin Moreland</b>	President, Chief Executive Officer and Director (Principal Executive Officer)
/s/ JAY A. BROWN <b>Jay A. Brown</b>	Senior Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)
/s/ ROB A. FISHER <b>Rob A. Fisher</b>	Vice President and Controller (Principal Accounting Officer)
/s/ J. LANDIS MARTIN <b>J. Landis Martin</b>	Chairman of the Board of Directors
/s/ CINDY CHRISTY <b>Cindy Christy</b>	Director
/s/ ARI Q. FITZGERALD <b>Ari Q. Fitzgerald</b>	Director
/s/ ROBERT E. GARRISON II <b>Robert E. Garrison II</b>	Director
/s/ DALE N. HATFIELD <b>Dale N. Hatfield</b>	Director
/s/ LEE W. HOGAN <b>Lee W. Hogan</b>	Director
/s/ EDWARD C. HUTCHESON, JR. <b>Edward C. Hutcheson, Jr.</b>	Director
/s/ JOHN P. KELLY <b>John P. Kelly</b>	Director
/s/ ROBERT F. MCKENZIE <b>Robert F. McKenzie</b>	Director

**MASTER PREPAID LEASE  
BY AND AMONG  
T-MOBILE USA TOWER LLC,  
T-MOBILE WEST TOWER LLC,  
T-MOBILE USA, INC.  
AND  
CCTMO LLC**

**Dated as of November 30, 2012**

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## EXHIBIT LIST

Exhibit A	List of Sites
Exhibit B	List of Lease Sites
Exhibit C	Rent and Pre-Lease Rent
Exhibit D	Allocated Rent
Exhibit E	Option Purchase Price
Exhibit F	Form of UCC-1

Schedule 1-A	23 Year Lease Sites
Schedule 1-B	24 Year Lease Sites
Schedule 1-C	25 Year Lease Sites
Schedule 1-D	26 Year Lease Sites
Schedule 1-E	27 Year Lease Sites
Schedule 1-F	28 Year Lease Sites
Schedule 1-G	29 Year Lease Sites
Schedule 1-H	30 Year Lease Sites
Schedule 1-I	31 Year Lease Sites
Schedule 1-J	32 Year Lease Sites
Schedule 1-K	33 Year Lease Sites
Schedule 1-L	34 Year Lease Sites
Schedule 1-M	35 Year Lease Sites
Schedule 1-N	36 Year Lease Sites
Schedule 1-O	37 Year Lease Sites

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## MASTER PREPAID LEASE

THIS **MASTER PREPAID LEASE** (this “**Agreement**”) is entered into this 30th day of November, 2012 (the “**Effective Date**”), by and among T-Mobile USA Tower LLC and T-Mobile West Tower LLC, each a Delaware limited liability company (each, a “**T-Mobile Lessor**” and, collectively, the “**T-Mobile Lessors**”), T-MOBILE USA, INC., a Delaware corporation (“**T-Mobile Parent**”), and CCTMO LLC, a Delaware limited liability company (“**Tower Operator**”). T-Mobile Lessors, T-Mobile Parent and Tower Operator are sometimes individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**”.

### **RECITALS:**

- A.** Certain Affiliates of T-Mobile Parent operate the Sites, which include Towers and related equipment, and such Affiliates either ground lease or otherwise have an interest in the land on which such Towers are located;
- B.** Tower Operator desires to lease or operate the Sites;
- C.** Tower Operator intends on marketing all available capacity at the Sites and maximizing the collocation revenue that may be derived therefrom;
- D.** The obligations set forth in this Agreement are interrelated and required in order for Tower Operator to lease or operate the Sites; and
- E.** Simultaneously herewith, the Parties and certain Affiliates thereof are entering into the MPL Site MLA pursuant to which T-Mobile Collocator is leasing the T-Mobile Collocation Space from Tower Operator at the Sites.

NOW, THEREFORE, the Parties agree as follows:

### **SECTION 1. Definitions.**

(a) **Certain Defined Terms.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following respective meanings when used herein with initial capital letters:

“**Affiliate**” (and, with a correlative meaning, “**Affiliated**”) means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, “**control**” means the beneficial ownership (as such term is defined in Rules 13d-3 and 13d-5 of the Securities Exchange Act of 1934, as amended) of 50% or more of the voting interests of the Person.

“**Agreement**” has the meaning set forth in the preamble and includes all subsequent modifications and amendments hereof. References to this Agreement in respect of a particular Site shall include the Site Lease Agreement therefor; and references to this Agreement in general and as applied to all Sites shall include all Site Lease Agreements.

“**Assumption Requirements**” means, with respect to any assignment by Tower Operator or any T-Mobile Lessor of this Agreement (the “**assigning party**”), that (i) the applicable assignee

has creditworthiness, or a guarantor with creditworthiness, reasonably sufficient to perform the obligations of the assigning party under this Agreement or that the assigning party remains liable for such obligations notwithstanding such assignment and (ii) the assignee assumes and agrees to perform all of the obligations of the assigning party hereunder.

**“Available Space”** means, as to any Site, the portion of the Tower and Land not constituting T-Mobile Collocation Space that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

**“Award”** means any amounts paid, recovered or recoverable as damages, compensation or proceeds by reason of any Taking, including all amounts paid pursuant to any agreement with any Person which was made in settlement or under threat of any such Taking, less the reasonable costs and expenses incurred in collecting such amounts.

**“Bankruptcy”** means a proceeding, whether voluntary or involuntary, under the federal bankruptcy laws, a foreclosure, an assignment for the benefit of creditors, trusteeship, conservatorship or other proceeding or transaction arising out of the insolvency of a Person or any of its Affiliates or involving the complete or partial exercise of a creditor's rights or remedies in respect of payment upon a breach or default in respect of any obligation.

**“Business Day”** means any day other than a Saturday, Sunday or any other day on which national banks in New York, New York are not open for business.

**“Cables”** means co-axial cabling, electrical power cabling, ethernet cabling, fiber-optic cabling or any other cabling or wiring necessary for operating Communications Equipment together with any associated conduit piping necessary to encase or protect any such cabling.

**“CERCLA”** means The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

**“Claims”** means any claims, demands, assessments, actions, suits, damages, obligations, fines, penalties, liabilities, losses, adjustments, costs and expenses (including those for bodily injury (including death) and property damage (including the loss of use thereof) and reasonable attorneys' and accountants' fees and expenses).

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Collateral Agreements”** means the following documents entered into on the Effective Date: (i) the Management Agreement, (ii) the Tower Operator General Assignment and Assumption Agreement and (iii) the Transition Services Agreement.

**“Collocation Agreement”** means an agreement, including master leases, between a T-Mobile Group Member (prior to the Effective Date) or Tower Operator (on or after the Effective Date), on the one hand, and a third party (provided that if such agreement is with a T-Mobile Group Member, such third party is not an Affiliate of such T-Mobile Group Member on the Effective Date), on the other hand, pursuant to which such T-Mobile Group Member or Tower Operator, as applicable, rents or licenses to such third party space at any Site (including space on a Tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

**“Communications Equipment”** means, as to any Site, all equipment now or hereafter installed at (i) the T-Mobile Collocation Space with respect to T-Mobile Collocator and (ii) any other portion of the Site with respect to a Tower Subtenant, for the provision of current or future communication services, including voice, video, internet and other data services. Such equipment shall include switches, antennas, including microwave antennas, panels, conduits, flexible transmission lines, Cables, radios, amplifiers, filters, interconnect transmission equipment and all associated software and hardware, and will include any modifications, replacements and upgrades to such equipment.

**“Conversion Closing”** means the conversion of (i) a Non-Contributable Site to a Contributable Site or (ii) a Pre-Lease Site into a Lease Site subsequent to the Effective Date.

**“Conversion Closing Date”** means, with respect to each Conversion Closing, the date on which such Conversion Closing is deemed to have occurred.

**“CPI”** means the Consumer Price Index for all Urban Consumers, U.S., City Average (1982-84 = 100) All Items Index, published by the Bureau of Labor Statistics, United States Department of Labor. If the CPI ceases to be compiled and published at any time during the Term of this Agreement, but a comparable successor index is compiled and published by the Bureau of Labor Statistics, United States Department of Labor, the adjustments provided for in this Agreement which are based on the change in CPI shall be computed according to such successor index, with appropriate adjustments in the index to reflect any material differences in the method of computation from the CPI. If, at any time during the Term of this Agreement, neither the CPI nor a comparable successor index is compiled and published by the Bureau of Labor Statistics, the comparable index for “all items” compiled and published by any other branch or department of the federal government shall be used as a basis for calculation of the CPI-related adjustments provided for in this Agreement, and if no such index is compiled and published by any branch or department of the federal government, the statistics reflecting cost of living increases or decreases, as applicable, as compiled by any institution or organization or individual generally recognized as an authority by financial and insurance institutions shall be used, in each case with appropriate adjustments to the index to reflect any material differences in the method of computation from the CPI.

**“Default Option Purchase Price”** means 50% of the net present value, calculated as of the date of occurrence of the “event of default” referred to in Section 29(b)(i) and assuming a discount rate of 10%, of the Option Purchase Price for the Purchase Sites with respect to which the Purchase Option is being exercised by Tower Operator.

**“Emergency”** means any event that causes, has caused or is likely to cause (i) any bodily injury, personal injury or material property damage, (ii) the immediate suspension, revocation, termination or any other adverse effect as to any licenses or permits, (iii) any material adverse effect on the ability of T-Mobile Collocator, or any Tower Subtenants, to operate Communications Equipment at any Site, (iv) any failure of any Site to comply in any material respect with applicable FCC or FAA regulations or other licensing requirements or (v) the termination of a Ground Lease.

**“Environmental Law”** or **“Environmental Laws”** means any federal, state or local statute, Law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or public or workplace health and safety as may now or at any time hereafter be in effect, including the following, as same may be amended or replaced from time to time, and all regulations promulgated under or in connection with the Superfund Amendments and Reauthorization Act of 1986; CERCLA; The Clean Air Act;



The Clean Water Act; The Toxic Substances Control Act; The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; The Hazardous Materials Transportation Act; and The Occupational Safety and Health Act of 1970.

**“Excluded Equipment”** means (i) any T-Mobile Communications Equipment or T-Mobile Improvements and (ii) any Tower Subtenant Communications Equipment or Tower Subtenant Improvements.

**“Excluded Purchase Sites”** means, collectively, (i) any Site with respect to which the applicable Ground Lease has previously expired or been terminated and the applicable T-Mobile Lessor or Tower Operator has not otherwise secured the long term tenure of such Site or (ii) any Site that Tower Operator has previously purchased from the applicable T-Mobile Lessor or its Affiliates.

**“FAA”** means the United States Federal Aviation Administration or any successor federal Governmental Authority performing a similar function.

**“FCC”** means the United States Federal Communications Commission or any successor Governmental Authority performing a similar function.

**“Federal Income Tax Benefits”** means the Federal Depreciation Deductions and the federal income Tax deductions described in Section 34(a)(i).

**“Force Majeure”** means strike, riot, act of God, nationwide shortages of labor or materials, war, civil disturbance, act of the public enemy, explosion, hurricane, governmental Laws, regulations, orders or restrictions.

**“Governmental Approvals”** means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications and other authorizations to, from or with any Governmental Authority.

**“Governmental Authority”** means, with respect to any Person or any Site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over such Person or such Site.

**“Ground Lease”** means, as to any Site, the ground lease, sublease, or any easement, license or other agreement or document pursuant to which the applicable T-Mobile Lessor or a T-Mobile Ground Lease Additional Party holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in such Site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such Site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

**“Ground Lessor”** means, as to any Site, the “lessor,” “sublessor,” “landlord,” “licensor,” “sublicensor” or similar Person under the related Ground Lease.

**“Ground Rent”** means, as to any Site, all rents, fees and other charges payable by the applicable T-Mobile Lessor or its Affiliates to the Ground Lessor under the Ground Lease for such Site.

**“Hazardous Material”** or **“Hazardous Materials”** means and includes petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls or any hazardous, toxic or dangerous waste, substance or material defined as such (or any similar term) or regulated by, in or for the purposes of Environmental Laws, including Section 101(14) of CERCLA.

**“Improvements”** means, as to each Site, (i) one or more equipment pads or raised platforms capable of accommodating exterior cabinets or equipment shelters, huts or buildings, electrical service and access for the placement and servicing of T-Mobile Collocator's and, if applicable, each Tower Subtenant Improvement; (ii) buildings, huts, equipment shelters or exterior cabinets; (iii) batteries, generators and associated fuel tanks or any other substances, products, materials or equipment used to provide backup power; (iv) grounding rings; (v) fencing; (vi) signage; (vii) connections for telephone service or utility service up to the meter; (viii) hardware constituting a Tower platform to hold T-Mobile Collocator's and, if applicable, each Tower Subtenant Communications Equipment; (ix) access road improvements; (x) common shelters, if any; (xi) all marking/lighting systems and light monitoring devices; and (xii) such other equipment, alterations, replacements, modifications, additions and improvements as may be installed on or made to all or any component of a Site (including the Land and the Tower). Notwithstanding the foregoing, Improvements do not include Communications Equipment (including T-Mobile Communications Equipment or Tower Operator Communications Equipment).

**“Included Property”** means, with respect to each Site, (i) the Land related to such Site (including the interest in any Ground Lease), (ii) the Tower located on such Site (including the T-Mobile Collocation Space) and (iii) the related Tower Operator Equipment, Improvements (excluding T-Mobile Improvements and any Tower Subtenant Improvements) and the Tower Related Assets with respect to such Site.

**“Inclusion”** means the inclusion in the gross income of any T-Mobile Group Member of any amount in connection with the transactions effected by this Agreement or related documents other than the amounts described in Section 34(a)(i)(D).

**“Indemnified Party”** means a T-Mobile Indemnitee or a Tower Operator Indemnitee, as the case may be.

**“Land”** means the tract of land constituting a Site, together with all easements and other rights appurtenant thereto.

**“Landlord Reimbursement Taxes”** means, with respect to any Site, if the applicable Ground Lease provides that Ground Lessor may pass-through any Taxes assessed against the Site or Ground Lessor to the applicable ground lessee, the amount of such Taxes to the extent related to the Land value and not related to the Tower assets for which the Ground Lessor seeks reimbursement from the ground lessee or its assignees under the provisions of the Ground Lease.

**“Law”** means any statute, rule, code, regulation, ordinance or Order of, or issued by, any Governmental Authority.

“**Lease Site**” means the (i) Initial Lease Sites and (ii) any Managed Site subject to this Agreement which is converted to a Lease Site pursuant to a Conversion Closing.

“**Liens**” means, with respect to any asset, any mortgage, lien, pledge, security interest, charge, attachment or encumbrance of any kind in respect of such asset.

“**Managed Site**” means, for purposes of this Agreement and until any such Site is converted to a Lease Site as provided herein, each Site that is identified on Exhibit A, but is not identified as a Lease Site on Exhibit B and is therefore subject to this Agreement as a Managed Site as of the Effective Date, until such Site is converted to a Lease Site as provided herein. Managed Sites include all Non-Contributable Sites and all Pre-Lease Sites which have not yet been converted to Lease Sites.

“**Master Agreement**” means the Master Agreement, dated as of September 28, 2012, by and among Crown Castle International Corp., Tower Operator and T-Mobile.

“**Modifications**” means the construction or installation of Improvements on any Site or any part of any Site after the Effective Date, or the alteration, replacement, modification or addition to all or any component of a Site after the Effective Date, whether Severable or Non-Severable.

“**Mortgage**” means, as to any Site, any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or encumbrance against, the right, title and interest of a Party in and to the Land, Tower and Improvements on such Site as security for any debt, whether now existing or hereafter arising or created.

“**Mortgagee**” means, as to any Site, the holder of any Mortgage, together with the heirs, legal representatives, successors, transferees and assignees of the holder.

“**MPL Site MLA**” means that certain Master Lease Agreement, dated of even date herewith, between Tower Operator, T-Mobile Collocator and T-Mobile Parent.

“**Non-Contributable Site**” means any Site that is not a Contributable Site.

“**Non-Restorable Site**” means a Site that has suffered a casualty that damages or destroys all or a Substantial Portion of such Site, or a Site that constitutes a non-conforming use under applicable Zoning Laws prior to such casualty, in either case such that either (i) Zoning Laws would not allow Tower Operator to rebuild a comparable replacement Tower on the Site substantially similar to the Tower damaged or destroyed by the casualty or (ii) Restoration of such Site under applicable Zoning Law, using commercially reasonable efforts, in a period of time that would enable Restoration to be commenced (and a building permit issued) within one year after the casualty, would not be possible or would require either (A) obtaining a change in the zoning classification of the Site under applicable Zoning Laws, (B) the filing and prosecution of a lawsuit or other legal proceeding in a court of law or (C) obtaining a zoning variance, special use permit or any other permit or approval under applicable Zoning Laws that cannot reasonably be obtained by Tower Operator or T-Mobile Lessors.

“**Non-Severable**” means, with respect to any Modification, any Modification that is not a Severable Modification.

“**Order**” means an administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of any Governmental Authority of competent jurisdiction.

**“Permitted Use”** means the use of the Sites for the ownership, operation, management, maintenance or leasing (in whole or in part) of towers and other wireless infrastructure or any similar, related, complementary or ancillary use or use that constitutes a reasonable extension or expansion of the foregoing.

**“Person”** means any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization, including a Governmental Authority.

**“Pre-Lease Rent”** means, as to any Managed Site, the amount prepaid by Tower Operator, or any of its Affiliates on behalf of Tower Operator, to the applicable T-Mobile Lessor with respect to such Managed Site pursuant to this Agreement and as specified in Exhibit C.

**“Prime Rate”** means the rate of interest reported in the “Money Rates” column or section of The Wall Street Journal (Eastern Edition) as being the prime rate on corporate loans of larger U.S. Money Center Banks, or if The Wall Street Journal is not in publication on the applicable date, or ceases prior to the applicable date to publish such rate, then the rate being published in any other publication acceptable to T-Mobile Lessors and Tower Operator as being the prime rate on corporate loans from larger U.S. money center banks shall be used.

**“Proceeds”** means all insurance moneys recovered or recoverable by any T-Mobile Lessor, Tower Operator or T-Mobile Collocator as compensation for casualty damage to any Site (including the Tower and Improvements of such Site).

**“Property Taxes”** means, as to each Site, any and all of the following levies, assessed or imposed upon, against or with respect to the Site, any part of the Site, or the use and occupancy of the Site at any time during the Term as to such Site (whether imposed directly by a Governmental Authority or indirectly through any other Persons, and including any penalties, fines and interest related thereto): (i) real property and personal property ad valorem Taxes and assessments; (ii) charges made by any Governmental Authority or quasi public authority for improvements or betterments related to the Site; (iii) sanitary Taxes or charges, sewer or water Taxes or charges; and (iv) any other Tax imposed solely as a result of ownership of the Included Property similar to the Taxes described in (i) through (iii).

**“Rent”** means, as to any Lease Site, the amount prepaid by Tower Operator, or any of its Affiliates on behalf of Tower Operator, to the applicable T-Mobile Lessor with respect to such Lease Site pursuant to this Agreement and as specified in Exhibit C.

**“Rent Payment Period”** means, as to each Site, the taxable period set forth in Exhibit C.

**“Restoration”** means, as to a Site that has suffered casualty damage or is the subject of a Taking, such restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of such Site, or any portion of such Site pending completion of action, required to restore the applicable Site (including the Tower and Improvements on such Site but excluding any T-Mobile Communications Equipment or T-Mobile Improvements the restoration of which shall be the sole cost and obligation of T-Mobile Collocator) to a condition that is at least as good as the condition that existed immediately prior to such damage or Taking (as applicable), and such other changes or alterations as may be reasonably acceptable to T-Mobile Collocator and Tower Operator or required by Law.

**“Revenue Sharing”** means any requirement under a Ground Lease to pay to Ground Lessor a share of the revenue derived from a sublease, license or other occupancy agreement at the Site subject to such Ground Lease.

**“Secured Tower Operator Loan”** means any loans, bonds, notes or debt instruments secured by all or any portion of Tower Operator's interest hereunder or with respect to any Site, including a collateral assignment of any rights of Tower Operator hereunder, under any Transaction Document or under any related agreements or secured by the pledge of equity interests in Tower Operator.

**“Severable”** means, with respect to any Modification, any Modification that can be readily removed from a Site or portion of such Site without damaging it in any material respect or without diminishing or impairing the value, utility, useful life or condition that the Site or portion of such Site would have had if such Modification had not been made (assuming the Site or portion of such Site would have been in compliance with this Agreement without such Modification). Notwithstanding the foregoing, a Modification shall not be considered Severable if such Modification is necessary to render the Site or portion of such Site complete for its intended use by Tower Operator (other than Modifications consisting of ancillary items of Tower Operator Equipment of a kind customarily furnished by lessees or operators of property comparable to the Site or portion of such Sites).

**“Site”** means each parcel of Land subject to this Agreement, all of which are identified on Exhibit A hereto, as such exhibit may be amended or supplemented as provided in this Agreement and the Master Agreement, and the Tower and Improvements located thereon. As used in this Agreement, reference to a Site includes Non-Severable Modifications, but shall not include Severable Modifications, any T-Mobile Improvements, T-Mobile Communications Equipment, any Tower Subtenant's Improvements or Tower Subtenant Communications Equipment.

**“Site Expiration Date”** means, as to any Site, the sooner to occur of (A) if arrangements have not been entered into to secure the tenure of the relevant Ground Lease pursuant to an extension, new Ground Lease or otherwise, one day prior to the expiration of the relevant Ground Lease (as the same may be amended, extended or renewed pursuant to the terms of this Agreement), or (B) the applicable Site Expiration Outside Date.

**“Site Expiration Outside Date”** means, (i) as to the 23 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2035, (ii) as to the 24 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2036, (iii) as to the 25 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2037, (iv) as to the 26 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2038, (v) as to the 27 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2039, (vi) as to the 28 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2040, (vii) as to the 29 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2041, (viii) as to the 30 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2042, (ix) as to the 31 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2043, (x) as to the 32 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2044, (xi) as to the 33 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2045, (xii) as to the 34 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2046, (xiii) as to the 35 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2047, (xiv) as to the 36 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2048, and (xv) as to the 37 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2049.

“**Substantial Portion**” means, as to a Site, so much of such Site (including the Land, Tower and Improvements of such Site, or any portion of such Site) as, when subject to a Taking or damage as a result of a casualty, leaves the untaken or undamaged portion unsuitable for the continued feasible and economic operation of such Site for owning, operating, managing, maintaining or leasing towers and other wireless infrastructure.

“**Taking**” means, as to any Site, any condemnation or exercise of the power of eminent domain by any Governmental Authority, or any taking in any other manner for public use, including a private purchase, in lieu of condemnation, by a Governmental Authority.

“**Tax**” means all forms of taxation, whenever created or imposed, whether imposed by a local, municipal, state, foreign, federal or other Governmental Authority, and whether imposed directly by a Governmental Authority or indirectly through any other Person and includes any federal, state, local or foreign income, gross receipts, ad valorem, excise, value-added, sales, use, transfer, franchise, license, stamp, occupation, withholding, employment, payroll, property or environmental tax, levy, charge, assessment or fee together with any interest, penalty, addition to tax or additional amount imposed by a Governmental Authority or indirectly through any other Person, as well as any liability for or in respect of the Taxes of, or determined by reference to the Tax liability of, another Person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise.

“**Term**” means (i) as to each Site, the term during which this Agreement is applicable to such Site as set forth in Section 9(a); and (ii) as to this Agreement, the period from the Effective Date until the expiration or earlier termination of this Agreement as to all Sites.

“**T-Mobile**” means T-Mobile Parent and Affiliates thereof that are parties to the Master Agreement.

“**T-Mobile Communications Equipment**” means any Communications Equipment owned or leased and used exclusively by T-Mobile Collocator.

“**T-Mobile Ground Lease Additional Party**” means each T-Mobile Group Member that, at any applicable time during the Term of this Agreement, has not yet contributed its right, title and interest in the Included Property of a Managed Site to the applicable T-Mobile Lessor pursuant to the Master Agreement.

“**T-Mobile Group**” means, collectively, T-Mobile Parent and its Affiliates (including each T-Mobile Lessor, each T-Mobile Ground Lease Additional Party and T-Mobile Collocator) whose names are set forth in the signature pages of this Agreement or any Site Lease Agreement or the Master Agreement and any Affiliate of T-Mobile Parent that at any time becomes a “sublessor” under this Agreement in accordance with the provisions of this Agreement. Solely for purposes of Section 34, the term “**T-Mobile Group**” shall include each T-Mobile Group Member, the affiliated group of corporations and each member of such group within the meaning of Code Section 1504 of which any T-Mobile Group Member is or shall become a member if such group shall have filed a consolidated return; if applicable, each member in any entity classified as a partnership for federal income Tax purposes and such entity itself if and to the extent such entity is treated as the Tax owner of any of the Sites or portions of the Sites or such entity is a direct or indirect partner in another entity classified as a partnership which is so treated (in either case, a “**T-Mobile Partnership**”); and, if applicable, any entity owned by a T-Mobile Group Member or T-Mobile

Partnership that for federal income Tax purposes is disregarded as an entity separate from its owner.

**“T-Mobile Group Member”** means each member of the T-Mobile Group.

**“T-Mobile Improvements”** means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to T-Mobile Communications Equipment other than a Tower. All utility connections that provide service to T-Mobile Communications Equipment, including those providing Backhaul Services, shall be deemed T-Mobile Improvements.

**“T-Mobile Indemnitee”** means each T-Mobile Lessor, each T-Mobile Ground Lease Additional Party and T-Mobile Collocator and their respective Affiliates, directors, officers, employees, agents and representatives (except Tower Operator and its Affiliates and any agents of Tower Operator or its Affiliates).

**“Tower”** means the communications towers on the Sites from time to time.

**“Tower Operator Equipment”** means all physical assets (other than real property, interests in real property and Excluded Equipment), located at the applicable Site on or in, or attached to, the Land, Improvements or Towers leased to, owned by or operated by Tower Operator pursuant to this Agreement.

**“Tower Operator Indemnitee”** means Tower Operator and its Affiliates and its and their respective directors, officers, employees, agents and representatives.

**“Tower Operator Lender”** means the holder(s) of any Secured Tower Operator Loan, together with the heirs, legal representatives, successors, transferees, nominees and assignees of such holder(s). Any group of holders of the same Secured Tower Operator Loan who are represented by the same Tower Operator Lender Representatives shall be deemed to be one Tower Operator Lender for purposes of this Agreement.

**“Tower Operator Lender Representative”** means any administrative agent, trustee, collateral agent or similar representative acting on behalf or for the benefit of any Tower Operator Lender or group of Tower Operator Lenders with respect to the same Secured Tower Operator Loan.

**“Tower Operator Negotiated Renewal”** means (i) an extension or renewal of any Ground Lease by Tower Operator in accordance with this Agreement or (ii) a new Ground Lease, successive to a previously existing Ground Lease, entered into by Tower Operator; provided that, in the case of this clause (ii), (A) the term of such new Ground Lease commences immediately upon the expiration of the previously existing Ground Lease, (B) the new Ground Lease continues to remain in the name of a T-Mobile Lessor as the “ground lessee” under such new Ground Lease and (C) the new Ground Lease is otherwise executed in accordance with this Agreement.

**“Tower Operator Permitted Liens”** means, as to any Site, collectively, (i) Liens in respect of Property Taxes or other Taxes that are not yet delinquent as long as no foreclosure, distraint, sale or similar proceedings have been commenced with respect thereto; (ii) Liens of landlords, laborers, shippers, carriers, warehousemen, mechanics, materialmen, repairmen and other like Liens imposed by Law that arise in the ordinary course of business; (iii) general utility, roadway and other easements or rights of way that do not or would not reasonably be expected to, individually

or in the aggregate, materially adversely affect the use or operation of the Tower or Site as a telecommunications tower facility; (iv) rights of, or by, through or under Persons leasing, licensing or otherwise occupying space on any Tower or otherwise utilizing any Tower pursuant to any Collocation Agreement as provided therein; (v) all Liens and other matters of public record against the underlying real property interest of any ground lessor under any ground lease; (vi) the terms and provisions of any ground lease as provided therein; (vii) any Mortgage granted by Tower Operator in connection with a Secured Tower Operator Loan; (viii) any Lien or right created by Persons other than Tower Operator or its Affiliates and not caused or consented to by Tower Operator or its Affiliates; and (ix) any Lien or right otherwise caused or consented to by any T-Mobile Group Member.

**“Tower Subtenant”** means, as to any Site, any Person (other than T-Mobile Collocator) that (i) is a “sublessee”, “licensee” or “sublicensee” under any Collocation Agreement affecting such Site; or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space on such Site.

**“Tower Subtenant Communications Equipment”** means any Communications Equipment owned or leased by a Tower Subtenant.

**“Tower Subtenant Improvements”** means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to Tower Subtenant Communications Equipment other than a Tower. All utility connections that provide service to Tower Subtenant Communications Equipment shall be deemed Tower Subtenant Improvements.

**“Tower Subtenant Related Party”** means Tower Subtenant and its Affiliates, and its and their respective directors, officers, employees, agents and representatives.

**“Tranche of Sites”** refers to each of the 23 Year Lease Sites, 24 Year Lease Sites, 25 Year Lease Sites, 26 Year Lease Sites, 27 Year Lease Sites, 28 Year Lease Sites, 29 Year Lease Sites, 30 Year Lease Sites, 31 Year Lease Sites, 32 Year Lease Sites, 33 Year Lease Sites, 34 Year Lease Sites, 35 Year Lease Sites, 36 Year Lease Sites and 37 Year Lease Sites.

**“Transaction Documents”** means this Agreement, the Master Agreement, the MPL Site MLA, the Collateral Agreements and all other documents to be executed by the Parties in connection with the consummation of transactions contemplated by the Master Agreement, the MPL Site MLA and this Agreement.

**“23 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2035.

**“24 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2036.

**“25 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2037.

**“26 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2038.

**“27 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2039.



**“28 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2040.

**“29 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2041.

**“30 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2042

**“31 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2043.

**“32 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2044.

**“33 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2045.

**“34 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2046.

**“35 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2047.

**“36 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2048.

**“37 Year Lease Purchase Option Closing Date”** means the last Business Day of the calendar year ending December 31, 2049.

**“23 Year Lease Purchase Sites”** means all 23 Year Lease Sites on the 23 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“24 Year Lease Purchase Sites”** means all 24 Year Lease Sites on the 24 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“25 Year Lease Purchase Sites”** means all 25 Year Lease Sites on the 25 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“26 Year Lease Purchase Sites”** means all 26 Year Lease Sites on the 26 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“27 Year Lease Purchase Sites”** means all 27 Year Lease Sites on the 27 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“28 Year Lease Purchase Sites”** means all 28 Year Lease Sites on the 28 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“29 Year Lease Purchase Sites”** means all 29 Year Lease Sites on the 29 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“30 Year Lease Purchase Sites”** means all 30 Year Lease Sites on the 30 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“31 Year Lease Purchase Sites”** means all 31 Year Lease Sites on the 31 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“32 Year Lease Purchase Sites”** means all 32 Year Lease Sites on the 32 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“33 Year Lease Purchase Sites”** means all 33 Year Lease Sites on the 33 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“34 Year Lease Purchase Sites”** means all 34 Year Lease Sites on the 34 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“35 Year Lease Purchase Sites”** means all 35 Year Lease Sites on the 35 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“36 Year Lease Purchase Sites”** means all 36 Year Lease Sites on the 36 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“37 Year Lease Purchase Sites”** means all 37 Year Lease Sites on the 37 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

**“23 Year Lease Sites”** means the Sites set forth on Schedule 1-A hereto.

**“24 Year Lease Sites”** means the Sites set forth on Schedule 1-B hereto.

**“25 Year Lease Sites”** means the Sites set forth on Schedule 1-C hereto.

**“26 Year Lease Sites”** means the Sites set forth on Schedule 1-D hereto.

**“27 Year Lease Sites”** means the Sites set forth on Schedule 1-E hereto.

**“28 Year Lease Sites”** means the Sites set forth on Schedule 1-F hereto.

“**29 Year Lease Sites**” means the Sites set forth on Schedule 1-G hereto.

“**30 Year Lease Sites**” means the Sites set forth on Schedule 1-H hereto.

“**31 Year Lease Sites**” means the Sites set forth on Schedule 1-I hereto.

“**32 Year Lease Sites**” means the Sites set forth on Schedule 1-J hereto.

“**33 Year Lease Sites**” means the Sites set forth on Schedule 1-K hereto.

“**34 Year Lease Sites**” means the Sites set forth on Schedule 1-L hereto.

“**35 Year Lease Sites**” means the Sites set forth on Schedule 1-M hereto.

“**36 Year Lease Sites**” means the Sites set forth on Schedule 1-N hereto.

“**37 Year Lease Sites**” means the Sites set forth on Schedule 1-O hereto.

“**Zoning Laws**” means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Any other capitalized terms used in this Agreement shall have the respective meanings given to them elsewhere in this Agreement.

(b) **Terms Defined Elsewhere in this Agreement**. In addition to the terms defined in Section 1(a), the following terms are defined in the Section or part of this Agreement specified below:

**Defined Term****Section**

Allocated Rent	Section 10(c)
Authorized Collocation Agreements Documents	Section 6(b)
Authorized Ground Lease Document	Section 4(b)
Casualty Notice	Section 35(a)
Default Notice	Section 5(b)
Disputes	Section 15(d)
Effective Date	Preamble
Federal Depreciation Deductions	Section 34(a)(i)
Financial Advisors	Section 32(a)
Indemnifying Party	Section 15(c)(i)
Initial Lease Sites	Exhibit B
New Lease	Section 21(b)(iii)
NOTAM	Section 24(g)(i)
Option Purchase Price	Section 20(b)
Option Sellers	Section 20(a)
Party	Preamble
Post-Exercise Period	Section 34(g)
Proportional Rent	Section 10(d)
Purchase Option	Section 20(a)
Purchase Option Closing Dates	Section 20(a)
Purchase Sites	Section 20(a)
Qualified Tower Operator	Section 18(a)(i)
Restorable Site	Section 35(a)
Risk of Forfeiture	Section 14(b)
Section 467 Loan	Section 10(d)
Tax Assumptions	Section 34(a)(i)
Tax Claim	Section 34(d)
Tax Event	Section 34(a)(iii)
Tax Indemnitee	Section 34(a)(iii)
Tax Indemnity Notice	Section 34(a)(iii)
Tax Loss	Section 34(a)(iii)
Tax Savings	Section 34(c)
Third Party Claim	Section 15(c)(i)
T-Mobile Lessor	Preamble
T-Mobile Lessor Extension Notice	Section 4(d)(iv)
T-Mobile Lessor Obligations	Section 39(a)
T-Mobile Parent	Preamble
Tower Operator	Preamble
Tower Operator Extension or Relocation Notice	Section 4(d)(iii)
Tower Operator Property Tax Charge	Section 22(c)
Tower Operator Work	Section 12(b)
Transfer Taxes	Section 22(e)
Transferred Property	Section 20(c)
Triggering Event	Section 34(c)
Unauthorized Document	Section 4(b)

(c) **Terms Defined in Master Agreement.** The following defined terms in the Master Agreement are used herein as defined in the Sections or parts therein when used herein with initial capital letters:

<b><u>Defined Term</u></b>	<b><u>Section</u></b>
Applicable Closing	Section 1.1
Contributable Site	Section 4.1(a)
Lease Buyout Firm	Section 1.1
Management Agreement	Recitals
Parent Indemnity Agreement	Section 2.2(k)
Permitted Encumbrances	Section 1.1
Pre-Lease Site	Section 1.1
T-Mobile Internal Transfers Agreement	Section 1.1
Technical Closing	Section 2.6(c)
Tower Operator General Assignment and Assumption Agreement	Recitals
Tower Related Assets	Section 1.1
Transition Services Agreement	Recitals

(d) **Terms Defined in the MPL Site MLA.** The following defined terms in the MPL Site MLA are used herein as defined in the Sections or parts therein when used herein with initial capital letters:

<b><u>Defined Term</u></b>	<b><u>Section</u></b>
Backhaul Services	Section 19(d)
Memorandum of Site Lease Agreement	Section 1(a)
Site Lease Agreement	Section 1(a)
T-Mobile Collocation Rent	Section 4(a)
T-Mobile Collocation Space	Section 9(a)
T-Mobile Collocator	Section 1(a)
T-Mobile Ground Rent	Section 4(a)
T-Mobile Total Rent Amount	Section 4(a)

(e) **Construction.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. The use of the words "include" or "including" in this Agreement shall be by way of example rather than by limitation. The use of the words "or," "either" or "any" shall not be exclusive. References to a "Schedule" or an "Exhibit" are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement and references to a "Section," "preamble" or "recital" are, unless otherwise specified, to a Section, preamble or recital of this Agreement. The Parties have participated equally in the negotiation and drafting of this Agreement and the Transaction

Documents. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. If any provision of this Agreement provides that Tower Operator or any of its Affiliates shall "require" any Tower Subtenant to engage or refrain from engaging in certain activities, or take or refrain from taking certain acts, such provision shall not be construed as an assurance by Tower Operator or such Affiliate of Tower Operator with respect to such Tower Subtenant's compliance therewith.

**SECTION 2. Documents.**

(a) **Documents.** This Agreement shall consist of the following documents, as amended from time to time as provided herein:

- (i) this Agreement;
- (ii) the following Exhibits, which are incorporated herein by this reference:

Exhibit A	List of Sites
Exhibit B	List of Lease Sites
Exhibit C	Rent and Pre-Lease Rent
Exhibit D	Allocated Rent
Exhibit E	Option Purchase Price
Exhibit F	Form of UCC-1

(iii) Schedules to the Exhibits, which are incorporated herein by reference, and all Schedules to this Agreement, which are incorporated herein by reference; and

(iv) such additional documents as are incorporated by reference, including the MPL Site MLA relating to a Site.

(b) **Priority of Documents.** If any of the documents referenced in Section 2(a) are inconsistent, this Agreement shall prevail over the Exhibits, the Schedules and additional incorporated documents.

(c) **Survival of Terms and Provisions.** All terms defined in this Agreement and all provisions of this Agreement solely to the extent necessary to the interpretation of the Master Agreement or any other Collateral Agreement referred to in the Master Agreement shall survive after the termination or expiration of this Agreement and shall remain in full force and effect until the expiration or termination of such applicable agreement.

**SECTION 3. Tower Operator Lease of Lease Site and Occupancy Rights With Respect to Managed Sites.**

(a) **Lease Sites.** Subject to the terms and conditions of this Agreement, as of the Effective Date as to the Initial Lease Sites, and thereafter as of the applicable Conversion Closing Date as to each Managed Site converted to a Lease Site hereunder pursuant to a Conversion Closing, each T-Mobile Lessor hereby lets, leases and demises unto Tower Operator, and Tower Operator hereby leases, takes and accepts from such T-Mobile Lessor, the Included Property of all of the

Lease Sites held by such T-Mobile Lessor. As to each Site, this Agreement is a grant of a subleasehold, sublicense or other interest in such Site. The rights granted to Tower Operator under this Agreement include, with respect to each Tower, the right of Tower Operator to use and employ, to the extent such rights may be legally granted to or used by Tower Operator, the Tower Related Assets related to the Sites. T-Mobile Lessors and Tower Operator acknowledge and agree that this single Agreement is indivisible, intended to cover all of the Sites and is not a separate lease and sublease or agreement with respect to individual Sites, and in the event of a Bankruptcy of any Party, all Parties intend that this Agreement be treated as a single indivisible agreement. In addition, the Parties acknowledge and agree that this Agreement is intended to be treated for U.S. federal income Tax purposes as a lease between Tower Operator and T-Mobile Lessors with respect to the Sites, and the Parties further agree to not take any position on any Tax return that is inconsistent with such treatment.

(b) **Additional Lease Sites.** Each Lease Site that is not an Initial Lease Site shall be made subject to this Agreement by means of a Conversion Closing (after which the T-Mobile Lessors and Tower Operator shall execute and deliver at a Technical Closing an amendment of Exhibit B hereto to reflect such Site as a Lease Site instead of a Managed Site).

(c) **Managed Sites.** As to each Managed Site, each T-Mobile Lessor hereby appoints Tower Operator, and Tower Operator agrees to act and shall act, as the exclusive operator during the Term of the Included Property of each Managed Site operated by such T-Mobile Lessor. Notwithstanding anything to the contrary herein, no leasehold, subleasehold or other real property interest is granted pursuant to Section 3(a) in the Included Property of any Managed Site until the Conversion Closing at which such Managed Site is converted to a Lease Site. The rights granted to Tower Operator under this Agreement include, with respect to each Tower, the right of Tower Operator to use and employ, to the extent such rights may be legally granted to or used by Tower Operator, the Tower Related Assets related to the Managed Sites. In performing its duties as operator of the Managed Sites, Tower Operator shall manage, administer and operate each of the Managed Sites, subject to the provisions of this Agreement, in a manner consistent with the standards Tower Operator uses to manage, administer and operate the Lease Sites. Except as expressly provided herein (including Section 28), no T-Mobile Ground Lease Additional Party nor T-Mobile Lessor shall exercise any rights or take any actions with respect to the operation, maintenance, leasing or licensing of any Managed Sites, all such rights being exclusively reserved to Tower Operator hereunder.

(d) **Tower Operator Acceptance of Sites.** Tower Operator hereby accepts the Included Property of each Site in its "AS IS" condition, without any representation or warranty of or from any T-Mobile Lessor or T-Mobile Parent or their respective Affiliates whatsoever as to its condition or suitability for any particular use, except as may be expressly set forth in the Master Agreement, the remedies for a breach of which shall be solely under and subject to the terms, conditions and limitations thereof. Except as set forth in the Master Agreement, Tower Operator hereby acknowledges that none of T-Mobile Lessor or T-Mobile Parent or any of their respective agents or Affiliates has made any representation or warranty, express or implied, with respect to any of the Included Property, or any portion of such Included Property, or the suitability or fitness for the conduct of Tower Operator's business or for any other purpose, including the Permitted Use.

(e) **Site Related Revenue.** During the Term, Tower Operator shall receive and shall be entitled to all of the revenue generated by each Site and the Included Property of such Site (other than the Rent and Pre-Lease Rent payable hereunder), including all revenue under the Collocation

Agreements accruing from and after the Effective Date and all revenue received under the Collocation Agreements on or prior to the Effective Date for or with respect to periods from and after the Effective Date, and no T-Mobile Lessor or any of its Affiliates shall be entitled to any of such revenue. Except as may be expressly provided otherwise in the Transitions Services Agreement, if any such revenue is paid to any T-Mobile Lessor or its Affiliates, such T-Mobile Lessor or its Affiliate receiving such revenue shall remit such revenue to Tower Operator promptly after receiving such revenue. Each T-Mobile Lessor and the applicable T-Mobile Ground Lease Additional Party (as applicable) shall direct (or cause its Affiliate to direct), in writing, all payers of amounts due and accruing after the Effective Date under the Collocation Agreements to pay such amounts to Tower Operator.

(f) **Site Related Expenses.** From and after the Effective Date, except as otherwise expressly provided in this Agreement or any other Transaction Document, Tower Operator shall be responsible for the payment of, and shall pay, all expenses due and accruing after the Effective Date and related to or associated with the Sites, whether ordinary or extraordinary, and whether foreseen or unforeseen. T-Mobile Lessors shall pay, as and when due, T-Mobile's Share of Transaction Revenue Sharing Payments (as defined in the Master Agreement) that are required to be made in respect of the Rent and Pre-Lease Rent for all Sites. Tower Operator shall pay, as and when due, Tower Operator's Share of Transaction Revenue Sharing Payments (as defined in the Master Agreement) that are required to be made in respect of the Rent and Pre-Paid Rent for all Sites.

(g) **Filing of Financing Statements.** T-Mobile Parent and each T-Mobile Lessor hereby irrevocably authorizes Tower Operator or its designee to file in any relevant jurisdiction, at any time and from time to time, any UCC-1 financing statement, which shall be substantially in the form of Exhibit F hereto, and any amendments thereto, that are in each case necessary or desirable to evidence, perfect or otherwise record Tower Operator's leasehold or management interest in each Site, as applicable, granted pursuant to this Agreement and the other Transaction Documents. T-Mobile Parent and each T-Mobile Lessor agrees, promptly upon request by Tower Operator, to provide Tower Operator with any information that is required or reasonably requested by Tower Operator in connection with the filing of any such financing statement or document.

#### **SECTION 4. *Tower Operator Rights and Obligations Under the Ground Leases.***

(a) **Compliance with Ground Leases.** Tower Operator hereby acknowledges that, as to the Included Property of each Site, this Agreement is subject and subordinate to all of the terms and conditions of the applicable Ground Lease of such Site. From and after the Effective Date, Tower Operator shall promptly pay or cause to be paid the Ground Rent under each Ground Lease for each Site during the Term of this Agreement when such payments become due and payable and, if Tower Operator fails to pay Ground Rent under any Ground Lease on a timely basis as required hereby, Tower Operator shall be responsible for any applicable late charges, fees or interest payable to the Ground Lessor. Should any Ground Lessor refuse the payment of Ground Rent for an applicable Site from any Person other than the applicable T-Mobile Lessor or its Affiliate, as applicable, then such T-Mobile Lessor or its Affiliate, as applicable, shall promptly pay such amount after Tower Operator pays or causes such amount to be paid to such T-Mobile Lessor or its Affiliates with instructions for such T-Mobile Lessor or its Affiliate, as applicable, to pay such amount to the applicable Ground Lessor. Tower Operator shall abide by, comply with and perform all applicable terms, covenants, conditions and provisions of each Ground Lease (including terms, covenants, conditions and provisions relating to maintenance, insurance and



alterations) as if Tower Operator were the “ground lessee” under the applicable Ground Lease and, to the extent evidence of such performance must be provided to a Ground Lessor, Tower Operator shall provide such evidence to such Ground Lessor. To the extent that any Ground Lease imposes or requires the performance of the “ground lessee” thereunder of any duty or obligation that is more stringent than or in conflict with any term, covenant, condition or provision of this Agreement, the applicable term, covenant, condition or provision of such Ground Lease shall control and shall constitute the duties and obligations of Tower Operator under this Agreement as to the subject matter of such term, covenant, condition or provision. Tower Operator shall be responsible for any breaches of, or defaults under, any Ground Lease that are caused by Tower Operator's authorized agents and employees. In no event shall Tower Operator have any liability to any T-Mobile Group Member for any breach of, or default under, a Ground Lease caused by an act or omission of any T-Mobile Lessor or any T-Mobile Group Member.

(b) **Tower Operator Rights Under Ground Leases**. Each T-Mobile Lessor hereby delegates to Tower Operator the sole and exclusive right to perform the obligations of, and assert and exercise the rights of, such T-Mobile Lessor and all T-Mobile Ground Lease Additional Parties under all Ground Leases. Tower Operator shall be entitled, subject to the provisions of Section 37, to review, negotiate and execute any Tower Operator Negotiated Renewal, waiver, amendment, extension, renewal, sequential lease, adjacent lease, non-disturbance agreement and other documentation relating to Ground Leases that (i) Tower Operator determines in good faith is on commercially reasonable terms, (ii) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it owned the property to which the Ground Lease relates and (iii) otherwise satisfies the following requirements of this Section 4 (each, an “**Authorized Ground Lease Document**”). Each T-Mobile Lessor hereby grants Tower Operator a limited power of attorney and hereby appoints Tower Operator as its attorney in fact to review, negotiate and execute on behalf of such T-Mobile Lessor all Authorized Ground Lease Documents, all Authorized Collocation Agreement Documents related to the Managed Sites and all other documents contemplated and permitted by this Agreement or necessary to give effect to the intent of this Agreement and the transactions contemplated by this Agreement and the other Transaction Documents other than any Unauthorized Documents (as defined below). Each T-Mobile Lessor agrees to execute, from time to time, such other documents and certificates (including a separate power of attorney) as Tower Operator may reasonably request to evidence the power of attorney granted hereby and the appointment of Tower Operator as such T-Mobile Lessor's attorney hereunder. T-Mobile Parent agrees to cause each T-Mobile Ground Lease Additional Party to grant and execute a limited power of attorney and to appoint Tower Operator as its attorney in fact to review, negotiate and execute on behalf of such T-Mobile Ground Lease Additional Party all Authorized Ground Lease Documents, all Authorized Collocation Agreement Documents related to the Managed Sites and all other documents contemplated and permitted by this Agreement or necessary to give effect to the intent of this Agreement and the transactions contemplated by this Agreement and the other Transaction Documents other than any Unauthorized Documents. T-Mobile Parent and each T-Mobile Lessor agrees, and T-Mobile Parent agrees to cause each T-Mobile Ground Lease Additional Party to, execute and deliver, as promptly as reasonably practicable and in any event within 10 Business Days following request therefor by Tower Operator, any Authorized Ground Lease Document, any Authorized Collocation Agreement Document and any other document contemplated and permitted by this Agreement or necessary to give effect to the intent of this Agreement and the other Transaction Documents. “**Unauthorized Document**” means any document that (i) provides for the acquisition of a fee simple interest in real property or the purchase of assets by Tower Operator in the name of any T-Mobile Lessor or any of its Affiliates;

(ii) provides for the incurrence of indebtedness for borrowed money in the name of any T-Mobile Lessor or any of its Affiliates; (iii) is between or among Tower Operator or any of its Affiliates, on the one hand, and any T-Mobile Lessor or any of its Affiliates, on the other hand; (iv) waives, terminates, amends or exercises (or purports to waive, terminate, amend or exercise) any right expressly granted to and reserved for the benefit of any T-Mobile Lessor or any of its Affiliates under this Agreement and the Transaction Documents; or (v) settles or compromises any Dispute and the settlement or compromise thereof involves an admission of any violation of Law or admission of wrongdoing by any T-Mobile Lessor or any of its Affiliates.

(c) **Exercise of Existing Ground Lease Extensions** . During the Term of any Ground Lease relating to any Site, Tower Operator agrees to exercise prior to the expiration of the applicable Ground Lease and in accordance with the provisions of the applicable Ground Lease, any and all extension options existing as of the Effective Date. Notwithstanding the foregoing, Tower Operator shall not be required to exercise any Ground Lease extension option (A) if T-Mobile Collocator at the Site covered by such Ground Lease is in default of its obligations under the MPL Site MLA as to the Site beyond applicable notice and cure periods provided herein, (B) if the then remaining term of such Ground Lease (determined without regard to such extension option) shall extend beyond the term of the MPL Site MLA as to such Site taking into account all renewal options that may be exercised by T-Mobile Collocator under the MPL Site MLA or (C) if T-Mobile Collocator has given termination notice under the MPL Site MLA relating to such Site.

(d) **Negotiation of Additional Ground Lease Extensions** .

(i) Tower Operator shall be entitled to negotiate and obtain, in accordance with the provisions of Section 37, the further extension of the term of all Ground Leases subject to the provisions of Section 4(b) and this Section 4(d). Each T-Mobile Lessor, if requested by Tower Operator, shall use commercially reasonable efforts to assist Tower Operator (and not interfere with Tower Operator) in obtaining such further extensions; provided that such T-Mobile Lessor shall not be required to expend any funds in connection therewith.

(ii) Tower Operator shall provide T-Mobile Lessors with (A) a quarterly summary of all Tower Operator Negotiated Renewals entered into for such given quarter, (B) promptly upon execution thereof, a copy of any Tower Operator Negotiated Renewal or any other document executed by Tower Operator as attorney for any T-Mobile Lessor or any T-Mobile Additional Ground Lease Party pursuant to a power of attorney granted pursuant to or as contemplated by Section 4(b), which may be provided in electronic form (including by posting a copy of such document to an electronic data room to which T-Mobile Lessors have been granted access) and (C) such related material documents executed in connection with any Tower Operator Negotiated Renewal as may be reasonably requested by any T-Mobile Lessor (except privileged or confidential documents or where such disclosure is prohibited by Law).

(iii) Tower Operator shall provide the applicable T-Mobile Lessor with notice (a "**Tower Operator Extension or Relocation Notice**") 180 days prior to the expiration of any Ground Lease which does not include provisions of renewal beyond the scheduled expiration date (other than any such Ground Lease that is scheduled to expire within 24 months following the Effective Date). The Tower Operator Extension or Relocation Notice shall set forth (A) Tower Operator's intent to negotiate an extension or renewal of such Ground Lease (in which case Tower Operator shall provide subsequent notification of the progress of such negotiations, including the successful completion of the negotiations) or (B) Tower Operator's intent to pursue an alternative site that is

in all material respects suitable for T-Mobile Collocator's use at no additional cost to T-Mobile Collocator (in which case such notice shall also describe Tower Operator's plans to relocate T-Mobile Communications Equipment in a manner that shall result in no costs to T-Mobile Collocator and no interruption of T-Mobile Collocator's business).

(iv) If Tower Operator fails to timely deliver a Tower Operator Extension or Relocation Notice or T-Mobile Collocator, in its reasonable discretion, determines that Tower Operator's plans for an alternative site are not acceptable, the applicable T-Mobile Lessor shall have the right, but not the obligation, to commence negotiations with the applicable Ground Lessor under the expiring Ground Lease (provided that such T-Mobile Lessor (and its Affiliates) may not commence such negotiations until the date that is 120 days prior to the expiration date of the applicable Ground Lease (or until the date that is 60 days prior to the expiration date of the applicable Ground Lease in the case of a Ground Lease the Ground Lessor in respect of which is a Governmental Authority)) and shall act in good faith to not undermine or adversely affect Tower Operator's economic interests in the applicable Site at any time (including by enlisting the direct or indirect support of a Lease Buyout Firm). Upon notice from the applicable T-Mobile Lessor that it intends to commence such negotiations, Tower Operator shall cease all efforts to negotiate an extension or renewal of the applicable Ground Lease and such T-Mobile Lessor may negotiate an extension or renewal of the applicable Ground Lease on terms and conditions that such T-Mobile Lessor determines in its reasonable discretion. If the applicable T-Mobile Lessor completes the foregoing negotiations for, and executes, such Ground Lease extension or renewal, then such T-Mobile Lessor shall provide notice to Tower Operator of same (the "**T-Mobile Lessor Extension Notice**") and this Agreement shall terminate as to the applicable Site as of the day immediately preceding the commencement of such Ground Lease extension or renewal and shall have no further force and effect except for the obligations accruing prior to or as of the termination date for such Site, unless Tower Operator elects to resume its obligations under Section 4(a) to comply with all terms, covenants, conditions and provisions of such Ground Lease as if Tower Operator were the "ground lessee" under such Ground Lease by notifying such T-Mobile Lessor of same within 30 days of its receipt of the T-Mobile Lessor Extension Notice. If Tower Operator elects to resume its obligations under Section 4(a), then (x) Tower Operator shall indemnify the applicable T-Mobile Lessor for all reasonable costs incurred in connection with the extension or renewal of such Ground Lease and shall be responsible for all incremental costs relating to such Ground Lease going forward, (y) Tower Operator shall accept and comply with the terms of such Ground Lease as negotiated by such T-Mobile Lessor and (z) this Agreement shall continue in full force and effect as if such extension or renewal was a Tower Operator Negotiated Renewal.

(v) The failure of Tower Operator to provide a Tower Operator Extension or Relocation Notice shall not constitute an event of default or allow any T-Mobile Lessor to exercise remedies under this Agreement if the expiring Ground Lease is nevertheless extended or renewed, or a new Ground Lease or similar arrangement is entered into, prior to the Ground Lease's expiration.

(vi) If Tower Operator does not extend or otherwise secure the tenure of a Ground Lease in accordance with this Section 4(d), then this Agreement shall expire as to the Site to which such Ground Lease applies (but not with respect to any other Site) as of the day before the expiration date of the applicable Ground Lease and this Agreement shall have no further force and effect as to such Site except for the obligations accruing prior to or as of the expiration date that are then unperformed.

## SECTION 5.

### ***T-Mobile Lessor Rights and Obligations With Respect to the Ground Leases.***

(a) As to any Site, no T-Mobile Lessor or any other T-Mobile Group Member shall be deemed to have assumed any duty or obligation of the Ground Lessor under the applicable Ground Lease and shall not be liable or responsible in any manner whatsoever for any failure of such Ground Lessor to perform any such duty or obligation.

(b) Upon receipt by any T-Mobile Lessor or any other T-Mobile Group Member of any notice of default or notice of an act or omission that could with the passing of time or the giving of notice constitute an event of default under a Ground Lease or non-compliance with a term of a Ground Lease (a “**Default Notice**”), such T-Mobile Lessor shall, within 10 Business Days after receipt of such Default Notice, provide Tower Operator with a copy of the Default Notice. If such default or non-compliance with a term of a Ground Lease is caused by any Person other than any T-Mobile Lessor, T-Mobile Collocator or any other T-Mobile Group Member or any of their agents or employees, Tower Operator shall cure or otherwise remedy such default or noncompliance at its sole cost and expense. If such default or non-compliance is caused by any T-Mobile Lessor, T-Mobile Collocator or any other T-Mobile Group Member or any of their agents or employees, T-Mobile Lessors or T-Mobile Collocator shall cause such default or non-compliance to be cured or otherwise remedied at its sole cost and expense.

## SECTION 6.

### ***Collocation Agreements with Third Parties.***

(a) **Collocation Agreements Generally**. Tower Operator acknowledges that, as to each Site, this Agreement is subject to all Collocation Agreements currently in effect with respect to such Site.

(b) **Collocation Agreements for Lease Sites**. In respect of each Lease Site, by execution of this Agreement as to the Initial Lease Sites and thereafter as of the Conversion Closing Date for each additional Lease Site, the applicable T-Mobile Lessor does transfer, assign and convey over unto Tower Operator, for the Term as to such Lease Site, all of its rights, title and interest in, to or under any Collocation Agreements affecting or relating to such Lease Site, and shall execute all documentation reasonably necessary to confirm same to a counterparty under a Collocation Agreement within 10 Business Days of receipt of a request therefor from Tower Operator; provided, however, that, if unduly burdensome, such T-Mobile Lessor and each T-Mobile Ground Lease Additional Party shall not be required to obtain any new board resolutions from any Person that is a corporation or similar resolutions or approvals from any Person that is a limited liability company, partnership or trust. In accordance with the provisions of Section 37, Tower Operator may enter into waivers, amendments, extensions, renewals and any other documentation relating to any Collocation Agreements, to the extent they apply to the Lease Sites, or enter into new site supplements or site subleases applicable to the Lease Sites (collectively, the “**Authorized Collocation Agreements Documents**”). Each T-Mobile Lessor hereby assigns and delegates to Tower Operator the sole and exclusive right to perform the obligations of and assert and exercise the rights of such T-Mobile Lessor under and enforce the terms of all Collocation Agreements with respect to Lease Sites subject to the provisions of Section 37.

(c) **Collocation Agreements for Managed Sites.** In respect of each Managed Site, the applicable T-Mobile Lessor and each T-Mobile Ground Lease Additional Party does hereby (on its behalf and on behalf of any Affiliate thereof that is a party thereto) delegate all of its respective rights, duties, obligations and responsibilities under the Collocation Agreements to Tower Operator for the Term as to such Site for periods occurring from and after the Effective Date, and shall execute all documentation reasonably requested by Tower Operator to confirm same to a counterparty under a Collocation Agreement within 10 Business Days of receipt of a request therefor from Tower Operator; provided, however, that, if unduly burdensome, such T-Mobile Lessor and each T-Mobile Ground Lease Additional Party shall not be required to obtain any new board resolutions from any Person that is a corporation or similar resolutions or approvals from any Person that is a limited liability company, partnership or trust. In accordance with the provisions of Section 37, Tower Operator may amend, modify, enforce or waive any terms of any Collocation Agreements, to the extent they apply to the Managed Sites, or enter into new site supplements or site subleases applicable to the Managed Sites. Each T-Mobile Lessor hereby assigns and delegates to Tower Operator the sole and exclusive right to perform the obligations of and assert and exercise the rights of such T-Mobile Lessor and all T-Mobile Ground Lease Additional Parties under all Collocation Agreements with respect to Managed Sites, subject to the provisions of Section 37.

(d) **Tower Operator Assumption of Obligations and Benefits Under Collocation Agreements .** Tower Operator does hereby assume and agree to pay and perform all of the duties, obligations, liabilities and responsibilities of T-Mobile Lessors and all T-Mobile Ground Lease Additional Parties under the Collocation Agreements affecting each Site arising from and after the Effective Date, except as otherwise expressly provided in this Agreement, and Tower Operator shall receive all revenue, rents, issues or profits payable under the Collocation Agreements accruing from and after the Effective Date and all revenue, rents, issues or profits received with respect to such agreements on or prior to the Effective Date for or with respect to periods from and after the Effective Date.

(e) **Expiration of Term.** Unless Tower Operator exercises the Purchase Option with respect to a Site under Section 20, the assignment by the applicable T-Mobile Lessor to Tower Operator of the Collocation Agreements in respect of each Site shall automatically terminate and expire and all Collocation Agreements shall automatically be (or be deemed) reassigned or assigned, as the case may be, to such T-Mobile Lessor or its designee, and such T-Mobile Lessor or its designee shall accept such reassignment or assignment, as the case may be, upon the expiration of the Term of, or earlier termination of, this Agreement in respect of such Site; provided, however, that T-Mobile Lessor may refuse to accept such reassignment or assignment of a Collocation Agreement if any Lien (other than any Lien (i) existing on the date of this Agreement (other than Liens created by Tower Operator), (ii) created by T-Mobile Lessor or any of its Affiliates or (iii) that does not diminish the value of such Collocation Agreement or the related Site) exists against such Collocation Agreement at the time of such reassignment or assignment and is not released or discharged upon the consummation of such reassignment or assignment.

(f) **New Collocation Agreements .** Subject to Section 37, Tower Operator shall be permitted to negotiate and enter into any new Collocation Agreements in its sole discretion, without the consent of any T-Mobile Lessor.

**SECTION 7. *Tower Operator Permitted Use.***

(a) Tower Operator shall use, and shall permit the use of, the Included Property of each Site only for the Permitted Use.

(b) Each T-Mobile Lessor shall reasonably cooperate with Tower Operator, at Tower Operator's sole cost and expense, in executing documentation related to any easement or right of way necessary for Site related utilities or otherwise required in connection with the operation by Tower Operator of any Site for the Permitted Use; provided, however, that such easement or right of way shall not materially and adversely affect T-Mobile Collocator's operation, use or enjoyment of the T-Mobile Collocation Space on the applicable Site.

**SECTION 8. *Tower Operator Access.***

Except to the extent limited by any restrictions contained in any applicable Ground Lease, the Permitted Encumbrances, the MPL Site MLA, this Agreement or by Law, the interest or rights of Tower Operator in or to each Site under this Agreement includes, as an appurtenance thereto, a non-exclusive right for access to the Included Property of each Site on a 24-hour, seven day per week basis, on foot or motor vehicle, including trucks and other heavy equipment. The Parties acknowledge and agree that the right to access any portion of the Included Property of each Site granted pursuant to this Section 8 shall be granted to Tower Operator and its authorized contractors, subcontractors, engineers, agents, advisors, consultants, representatives, or other persons authorized by Tower Operator, and to Tower Subtenants, subject to any restrictions contained in the applicable Ground Lease, the Permitted Encumbrances, the MPL Site MLA, this Agreement or by Law.

**SECTION 9. *Term and End of Term Obligations.***

(a) **Term.** The term of this Agreement, as to each Lease Site, shall commence on the Effective Date with respect to the Initial Lease Sites and Conversion Closing Date with respect to all other Lease Sites and shall expire on the Site Expiration Date for such Site, subject to the termination rights under Section 29, Section 35 and Section 36, except as may be earlier terminated as provided herein. The term of this Agreement, as to each Managed Site, shall commence on the Effective Date and, except as may be earlier terminated as provided herein, shall expire on the Site Expiration Date for such Site; provided, however, that as of a Conversion Closing Date under the terms of the Master Agreement, such Managed Site shall become a Lease Site hereunder, and no further instrument shall be required to evidence such conversion; provided, however, that upon the request of any Party, the Parties shall promptly execute such instruments as may be reasonably required to further evidence such conversion. This Agreement shall remain in full force and effect until the expiration or earlier termination of the term of this Agreement as to all Sites, subject to the termination rights under Section 29, Section 35 and Section 36.

(b) **Surrender.** No surrender by Tower Operator to any T-Mobile Lessor of the Included Property of any Lease Site or any portion of such Site prior to the expiration or earlier termination of the Term as to such Lease Site shall be valid or effective unless agreed to and accepted in writing by the applicable T-Mobile Lessor, and no act by any T-Mobile Lessor, other than such a written acceptance, shall constitute an acceptance of any such surrender.

(c) **Restoration and Removal.**

(i) Upon the expiration or earlier termination of the Term as to any Site (other than as a result of the conversion of such Managed Site to a Lease Site hereunder) in the event of the expiration or termination of any Ground Lease, and if required by the applicable Ground Lease, Tower Operator, if requested by the applicable T-Mobile Lessor, shall, at its cost and expense and in accordance with instructions of such T-Mobile Lessor, within a reasonable period of time, but in no event less than the period of time as may be required under any applicable Ground Lease, (A) use commercially reasonable efforts to cause the Tower Subtenants on such Site to stop and cease the operation of their respective Communications Equipment on such Site (but only to the extent that any such Tower Subtenant, in Tower Operator's reasonable judgment, does not occupy such Site pursuant to a commercially reasonable Collocation Agreement) and such Collocation Agreement was entered into by Tower Operator after the Effective Date and (B) use commercially reasonable efforts to remove the Tower and any Improvements (whether or not constituting Severable Modifications) other than T-Mobile Improvements from such Site and to otherwise restore such Site to the condition required under the applicable Ground Lease.

(ii) The Tower and any Improvements so removed (to the extent not constituting Severable Modifications of Tower Operator) shall either be (A) delivered by Tower Operator to any Person designated by the applicable T-Mobile Lessor for disposition by such T-Mobile Lessor or its designee, who shall pay to Tower Operator its cost of removal thereof, up to the net sales proceeds such Person receives from the dispositions thereof, or (B) sold or otherwise disposed of by Tower Operator, and the net proceeds of such sale or other disposition after deducting Tower Operator's cost of removal thereof shall be paid to the applicable T-Mobile Lessor when and as received by Tower Operator.

(iii) Any Severable Modifications not removed by Tower Operator within such 30-day period shall, at the applicable T-Mobile Lessor's option, be deemed abandoned by Tower Operator and title to such Severable Modifications shall automatically, without further action, vest in such T-Mobile Lessor; provided, however, that Tower Operator shall remain liable for the costs of removal of such Severable Modifications.

(iv) Except as otherwise expressly provided in the Master Agreement or in any other Transaction Document, in the event of the expiration of the Term as to any Site prior to its applicable Site Expiration Outside Date, and without limiting any of Tower Operator's other rights or remedies hereunder or under the Master Agreement or any Collateral Agreement, Tower Operator shall have no right or claim to any refund or credit of any portion of the prepaid Rent or Pre-Lease Rent for such Site.

(d) **Additional End of Term Obligations.** Upon expiration or earlier termination of the Term as to any Lease Site or any Managed Site (other than as a result of the conversion of such Managed Site to a Lease Site hereunder), if Tower Operator has not exercised its Purchase Option with respect to such Lease Site or Managed Site (if such Site is a Purchase Site), Tower Operator shall (i) if requested by the applicable T-Mobile Lessor, deliver or cause to be delivered to such T-Mobile Lessor, at such T-Mobile Lessor's sole cost and expense, (A) copies of all written (and effective) Ground Leases, Collocation Agreements and material Governmental Approvals solely related to such Site or, to the extent not solely related, appropriate extracts thereof, that are in effect and in its possession and (B) copies of, or extracts from, all current files and records

of Tower Operator solely related to the ownership, occupancy or leasing of such Site or, to the extent not so solely related, appropriate extracts thereof (including a current rent roll and a list of current expenditures and the payees thereof); provided that to the extent such documents are customarily maintained in electronic form accessible through commonly used business software, Tower Operator, in its sole discretion, may deliver such documents in electronic form, except privileged or confidential documents or where such disclosure is prohibited by Law, (ii) assign to such T-Mobile Lessor, at such T-Mobile Lessor's sole cost and expense, all Collocation Agreements, (iii) deliver notices of the expiration of the Term to any Ground Lessor, as applicable and as directed by such T-Mobile Lessor, (iv) execute, at such T-Mobile Lessor's sole cost and expense, any recordable documentation required by such T-Mobile Lessor in order to terminate any Memorandum of Site Lease Agreement with respect to such Sites, (v) use commercially reasonable efforts to provide to such T-Mobile Lessor transition services of the type such T-Mobile Lessor or its Affiliates are providing to Tower Operator in the Transition Services Agreement on commercially reasonable and then prevailing market terms and (vi) reasonably cooperate in good faith with such T-Mobile Lessor to effect the efficient and orderly transition of possession, operation, use or occupancy (as applicable) of such Sites and the related collocation business.

**SECTION 10. Tower Operator Rent and Pre-Lease Rent; Treatment for US Federal Income Tax Purposes.**

(a) **Rent Payments.** Tower Operator, or an Affiliate of Tower Operator on its behalf, shall prepay the T-Mobile Lessors (i) the Rent in respect of the Included Property of each Initial Lease Site for the entire Term as to such Lease Site in a single-up-front payment on the Effective Date, which payment is set forth on Exhibit C hereto and (ii) the Pre-Lease Rent in respect of the Included Property of each Managed Site for the entire Term as to such Managed Site in a single up-front payment on the Effective Date, which payment is set forth on Exhibit C hereto. Tower Operator agrees that the Rent and the Pre-Lease Rent are non-refundable and that Tower Operator shall have no right of abatement, reduction, setoff, counterclaim, rescission, recoupment, refund, defense or deduction with respect thereto, including in connection with any event of default by any T-Mobile Lessor, T-Mobile Collocator or their respective Affiliates or any casualty or condemnation except as otherwise expressly provided in this Agreement or the Master Agreement.

(b) **Fixed Rent for Tax Purposes.** Pre-Lease Rent and Rent are intended to constitute "fixed rent" (as such term is defined in Treasury Regulation §1.467-1(h)(3)).

(c) **Tax Allocation of Rent.** The Rent and Pre-Lease Rent shall be specifically allocated to each period for use of the Lease Sites and Managed Sites, as the case may be, as set forth in Exhibit D ("**Allocated Rent**"); provided, however, that if any Managed Site becomes a Lease Site as a result of a Conversion Closing, then the remaining portion of the Pre-Lease Rent allocable to the periods from and after the Conversion Closing Date shall thereafter be allocated to and constitute Rent for the applicable Site for the corresponding periods after such Conversion Closing Date; and provided, further, that such re-allocation of Pre-Lease Rent shall not be done in a manner that causes this Agreement to be a disqualified leaseback and long term agreement under Treasury Regulation §1.467-3. Notwithstanding that Rent and Pre-Lease Rent shall be payable in accordance with Section 10(a), and without limiting the Tower Operator's obligations under Section 10(a), for federal income Tax purposes only, the Allocated Rent allocated pursuant to this Section 10(c) shall represent and be the amount of Rent or Pre-Lease Rent, as applicable,



for which Tower Operator becomes liable on account of the use of each applicable Site for each calendar year, in whole or in part, of the Term.

(d) **Code Section 467 Provisions.** It is the intention of the Parties that the allocation of Rent or Pre-Lease Rent to each Rent Payment Period as provided in Exhibit D constitutes a specific allocation of fixed rent within the meaning of Treasury Regulation § 1.467-1(c)(2)(ii)(A), with the effect that pursuant to Treasury Regulations §§ 1.467-1(d) and 1.467-2, the T-Mobile Lessors and Tower Operator, on any federal income Tax returns filed by each of them (or on any federal income Tax returns (and any state and local income Tax returns that follow the reporting on the relevant party's federal income Tax return) on which their income is included), will accrue the amounts of rental income and rental expense, respectively, set forth for each Rent Payment Period in Exhibit D under the caption "Proportional Rent" (the "**Proportional Rent**") and will include such amounts in income for each taxable year in accordance with Treasury Regulation § 1.467-1(d)(1). Because there will be a difference from time to time between (i) the cumulative amount of Rent (or Pre-Lease Rent paid by Tower Operator (as set forth in Section 10(a)) and (ii) the cumulative amount of Rent allocated pursuant to Section 10(c) solely for purposes of determining the T-Mobile Lessors' and Tower Operator's Tax consequences under Section 467 of the Code and for no other purpose, there shall be considered to exist a loan from Tower Operator to the applicable T-Mobile Lessor for purposes of Section 467 of the Code with respect to each Site, the amount of which is based on the difference between the cumulative amount of the Rent paid by Tower Operator and the cumulative amount of the Proportional Rent accrued by Tower Operator adjusted to account for an interest component, as provided in Treasury Regulation § 1.467-4(b)(1), which amount is set forth in Exhibit D under the caption "Section 467 Loan" (the "**Section 467 Loan**"). Such positive amount represents a loan to the applicable T-Mobile Lessor and such T-Mobile Lessor shall deduct interest expense and Tower Operator shall accrue interest income, in each case, in an amount equal to that set forth in Exhibit D under the caption "Section 467 Interest" for the applicable Rent Payment Period. All Section 467 Interest and principal in respect thereof, Proportional Rent and Allocated Rent are already included as part of Rent, are payable as a portion thereof, and have been taken into account in the calculation of the percentages set forth under the heading "Rent Percentage" on Exhibit D. In no event shall any principal or interest on any Section 467 Loan, or any Proportional Rent or Allocated Rent be separately payable as such (including upon any termination of this Agreement with respect to a Site), it being agreed and understood that these items represent characterizations for federal income Tax purposes only, including in any case of termination of this Agreement.

(e) **Termination, Tax Allocations and Section 467 Loans.** In connection with any termination of this Agreement with respect to any Site for any reason, Allocated Rent for such Site shall cease to accrue and the Section 467 Loan balance (including all accrued interest thereon) for such Site shall be deemed to be repaid for all purposes.

(f) **Net Lease.** This Agreement, insofar as it relates to the lease or the use and operation by Tower Operator of any Site or the Included Property on any Site, is a net lease by Tower Operator.

## **SECTION 11. *Condition of the Sites and Obligations of Tower Operator.***

(a) **Repair and Maintenance Obligations of Tower Operator.** Tower Operator has the obligation, right and responsibility to repair and maintain each Site in accordance with tower industry standards, including an obligation to maintain the structural integrity of all of the Towers

and to ensure that all of the Towers have at all times the structural loading capacity to hold and support all Communications Equipment then mounted on the Tower. Tower Operator shall maintain and conduct, annually and on a rolling basis, a regularly scheduled tower inspection program that meets or exceeds tower industry standards, and upon request of T-Mobile Collocator, Tower Operator shall provide T-Mobile Collocator with a quarterly summary of the results of such inspection (which summary may be provided in electronic form). Subject to the other provisions contained in this Agreement, Tower Operator, at its sole cost and expense, shall monitor (including tower marking/lighting systems and alarms, if required), maintain, reinforce and repair each Site such that T-Mobile Collocator and Tower Subtenants may utilize such Site to the extent permitted in this Agreement.

(b) **Compliance with Laws.** Tower Operator's installation, maintenance and repair of each Site shall comply in all material respects with all Laws and shall be performed in a manner consistent with the general standard of care in the tower industry. Tower Operator assumes all responsibilities, as to each Site, for any fines, levies or other penalties that are imposed as a result of non-compliance, commencing from and after the Effective Date with requirements of the applicable Governmental Authorities; provided that T-Mobile Collocator shall be responsible and shall indemnify Tower Operator for the portions of all such fines, levies or other penalties that are imposed for, or relating to, periods prior to the Effective Date and relate to non-compliance that existed prior to or on the Effective Date. T-Mobile Collocator assumes all responsibilities, as to each Site, for any fines, levies or other penalties imposed as a result of T-Mobile Collocator's current or future non-compliance with such requirements of the applicable Governmental Authorities unless due to Tower Operator's failure to perform its obligations under this Agreement. Without limiting the foregoing, Tower Operator at its own cost and expense, shall make (or cause to be made) all Modifications to the Sites as may be required from time to time to meet in all material respects the requirements of applicable Laws.

(c) **Access.** Tower Operator agrees to maintain access roads to the Sites in such order and repair as would be required in accordance with tower industry standards and agrees not to take any action (except as required by Law, a Governmental Authority, a Ground Lease, a Collocation Agreement or any other agreement affecting the Site) that would materially diminish or impair any means of access to any Site existing as of the Effective Date. In the event that the applicable T-Mobile Lessor requires access to a Site but snow or some other obstruction on or in the access area is preventing or materially hindering access to the Site, Tower Operator shall use commercially reasonable efforts to arrange, at its sole cost and expense, to have such snow or other obstruction removed within 48 hours of notice therefrom from such T-Mobile Lessor.

**SECTION 12. Tower Operator Requirements for Modifications; Title to Modifications; Work on the Site.**

(a) Subject to the requirements of this Section 12, Tower Operator may from time to time make such Modifications as Tower Operator deems desirable in the proper conduct of its business in accordance with this Agreement, including the addition or removal of land, construction, modification or addition to the Tower or any other structure it owns or the reconstruction, replacement or alteration thereof. Notwithstanding anything to the contrary contained herein, in no event may Tower Operator make any Modification to any T-Mobile Improvement or modify or replace any T-Mobile Communications Equipment except in the event of an Emergency.

(b) Whenever Tower Operator or any Tower Operator Indemnitee makes Modifications to any Site or installs, maintains, replaces or repairs any Tower Operator Equipment or Improvements, or permits Tower Subtenants (or any Tower Subtenant Related Party) to install, maintain, replace or repair any Tower Subtenant Communications Equipment or Tower Subtenant Improvement (collectively, the "**Tower Operator Work**"), the following provisions shall apply:

(i) No Tower Operator Work shall be commenced until all certificates, licenses, permits, authorizations, consents and approvals necessary for such Tower Operator Work, from all Governmental Authorities having jurisdiction with respect to any Site or such Tower Operator Work, have been obtained. Each T-Mobile Lessor shall reasonably cooperate with Tower Operator, at Tower Operator's sole cost and expense, as is reasonably necessary for Tower Operator or a Tower Subtenant to obtain such certificates, licenses, permits, authorizations, consents and approvals.

(ii) No Tower Operator Work may be performed in violation of Section 12(a).

(iii) Tower Operator shall (or shall require Tower Subtenant to) commence and perform the Tower Operator Work in accordance with then-current tower industry standards.

(iv) Tower Operator shall require the Tower Operator Work to be done and completed in compliance in all material respects with all Laws.

(v) All Tower Operator Work shall be performed at Tower Operator's sole cost and expense and Tower Operator shall be responsible for payment of same. Tower Operator may pass through these costs and expenses in whole or in part to a Tower Subtenant. Tower Operator shall (or shall require the Tower Operator Indemnitees or Tower Subtenant Related Parties to) provide and pay for all labor, materials, goods, supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the Tower Operator Work. Tower Operator shall (or shall require the Tower Operator Indemnitees or Tower Subtenant Related Parties to) promptly pay when due all costs and expenses incurred in connection with the Tower Operator Work. Tower Operator shall (or shall require the Tower Operator Indemnitees or Tower Subtenant Related Parties to) pay, or cause to be paid, all fees and Taxes required by Law in connection with the Tower Operator Work.

**SECTION 13. *Tower Operator's Obligations With Respect to Tower Subtenants.***

(a) **Tower Subtenant Communications Equipment in Violation of Laws** . If Tower Operator obtains knowledge that any Tower Subtenant has installed or operates any Communications Equipment in violation of any applicable Law, Tower Operator shall enforce all remedies available to it under the applicable Collocation Agreement to cause such Tower Subtenant to come into compliance with all applicable Laws as promptly as practicable.

(b) **Rights of Tower Subtenants under Collocation Agreements** . Notwithstanding anything to the contrary contained herein, the obligations of Tower Operator hereunder as to any Site are subject to any limitations imposed by any applicable Law and the rights of any Tower Subtenant under any Collocation Agreement in existence as of the Effective Date at such Site. To the extent that any such Collocation Agreement or any applicable Law prohibits Tower Operator from performing the obligations of Tower Operator hereunder, Tower Operator shall be required

to perform such obligations only to the extent not so prohibited and shall have no liability with respect thereto to T-Mobile Lessors.

**SECTION 14. *Limitations on Tower Operator Liens.***

(a) Other than as expressly permitted by the Transaction Documents, Tower Operator agrees that, during the Term, it shall not directly or indirectly, without the written consent of the applicable T-Mobile Lessor, which such consent shall not be unreasonably conditioned, withheld or delayed, incur, grant or permit to exist any Liens against any Site or any part of any Site (other than Tower Operator Permitted Liens). If any such Lien created or permitted by Tower Operator (other than Tower Operator Permitted Liens) is filed against all or any part of any Site without such T-Mobile Lessor's prior written consent, Tower Operator shall be required to cause such Lien to be discharged by payment, satisfaction or posting of bond within 30 days after Tower Operator has obtained knowledge of such Lien except as expressly permitted in connection with a contest of such Lien in accordance with Section 14(b). If Tower Operator fails, after notice and opportunity to cure, to cause any Lien not being contested as provided in Section 14(b) (other than Tower Operator Permitted Liens) to be discharged within the permitted time and a Risk of Forfeiture exists, the applicable T-Mobile Lessor may cause it to be discharged and may pay the amount of such Lien in order to do so. If the applicable T-Mobile Lessor makes any such payment, all amounts paid by such T-Mobile Lessor shall be payable by Tower Operator to such T-Mobile Lessor within 10 days of demand. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, nothing herein shall in any way affect or impair (i) Tower Operator's ability to incur, grant or permit to exist any Liens on any revenue, rents, issues or profits derived from the Sites (including under or pursuant to any Collocation Agreements) or (ii) the ability of any parent company of Tower Operator to pledge any equity interests in Tower Operator.

(b) To the extent not prohibited under any applicable Ground Lease, Tower Operator may, at Tower Operator's sole cost and expense, in its own name and on its own behalf or in the name of and on behalf of the applicable T-Mobile Lessor, diligently and in good faith, contest any claim of Lien and, in the event of any such contest, may permit such claim of Lien so contested to remain unpaid, unsatisfied and undischarged during the period of such contest and any appeal from such contest; provided, however, that if any portion of any Site is subject to imminent danger of loss or forfeiture by virtue of or by reason of such claim of Lien (a "**Risk of Forfeiture**"), such claim of Lien shall be complied with as promptly as practicable, but in any event prior to any loss or forfeiture. Each T-Mobile Lessor, at the sole cost and expense of Tower Operator, shall use commercially reasonable efforts to cooperate fully with Tower Operator in any such contest.

(c) Any Secured Tower Operator Loan (including any Mortgage executed in connection therewith) shall be subject to each and every term, covenant, condition, agreement, requirement, restriction and provision set forth in this Agreement.

**SECTION 15. *Tower Operator Indemnity; T-Mobile Lessor Indemnity; Procedure For All Indemnity Claims.***

**(a) Tower Operator Indemnity.**

(i) Without limiting Tower Operator's other obligations under this Agreement, Tower Operator agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless from, against and in respect of any and all Claims that arise out of or relate to:

(A) any default, breach or nonperformance by Tower Operator of its obligations and covenants under this Agreement;

(B) Tower Operator's use, operation, maintenance or occupancy of any part of a Site in violation of the terms of this Agreement or any applicable Ground Lease;

(C) the acts or omissions of a Tower Operator Indemnitee or any of its engineers, contractors or subcontractors; and

(D) all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications with Tower Operator and its Affiliates, agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement,

in each case, other than any such Claims that are the subject of, or are addressed by, paragraphs (ii) through (iv) of this Section 15(a); provided that Tower Operator shall not be obliged to indemnify, defend and hold the T-Mobile Indemnitees harmless from, against and in respect of Claims arising from or relating to any default, breach or nonperformance of any term of this Agreement that requires Tower Operator to comply in all respects with any applicable Law (including, for the avoidance of doubt, any applicable Environmental Law) or any Ground Lease if (1) Tower Operator complies with such Law or such Ground Lease, as applicable, in all material respects and (2) no claims, demands, assessments, actions, suits, fines, levies or other penalties have been asserted against or imposed on any T-Mobile Lessor by any Governmental Authority as a result of Tower Operator's non-compliance in all respects with such Law or by the applicable Ground Lessor as a result of Tower Operator's non-compliance in all respects with such Ground Lease.

(ii) In the event that (A) Tower Operator shall have extended a Ground Lease with respect to a Site beyond the applicable Site Expiration Outside Date, (B) Tower Operator shall not have exercised the Purchase Option with respect to such Site and (C) T-Mobile Collocator shall have vacated such Site, Tower Operator further agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless from, against and in respect of all costs and expenses that are incurred by the applicable T-Mobile Lessor from and after the fifth year anniversary of the Site Expiration Outside Date for such Site until the earliest scheduled expiration of such Ground Lease (without giving effect to any further amendments, extensions or modifications thereof).

(iii) In the event that (A) Tower Operator shall enter into a new Collocation Agreement that extends beyond the applicable Site Expiration Outside Date of the Site to which such Collocation Agreement relates, (B) Tower Operator shall not have exercised the Purchase Option with respect to the Site to which such Collocation Agreement relates and (C) such Collocation Agreement is not on commercially reasonable terms with respect to the period following the Site Expiration Outside Date, Tower Operator further agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless for such Collocation Agreement (without giving effect to any amendment, extension or modification thereof by any Person other than Tower Operator or any of its Affiliates), but only with respect to the period following the applicable Site Expiration Outside Date (and only if such agreement cannot be terminated by the applicable T-Mobile Lessor without cost or penalty).

(iv) In the event that Tower Operator does not exercise the Purchase Option with respect to any Purchase Site, Tower Operator shall indemnify, defend and hold the applicable T-

Mobile Lessor harmless for any losses incurred by such T-Mobile Lessor as a result of the use of such Site by Tower Operator in a manner outside of the uses contemplated by this Agreement that materially impairs or adversely affects such T-Mobile Lessor's right, title and interest in, to and under such Site or in a manner that makes possible a claim of adverse possession by the public or a claim of implied dedication to the public with respect to such Site (it being understood, for the avoidance of doubt, that Tower Operator shall not have any obligation to monitor or control the use of any Site by T-Mobile Collocator or its Affiliates and shall not be required to indemnify, defend or hold such T-Mobile Lessor harmless with respect to any losses or Claims arising from or relating to the use of any Site by T-Mobile Collocator or any of its Affiliates).

(v) Tower Operator further agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless under any other provision of this Agreement which expressly provides that Tower Operator shall indemnify, defend and hold harmless any T-Mobile Indemnitee with respect to the matters covered in such provision.

(b) **T-Mobile Lessor Indemnity.**

(i) Without limiting any T-Mobile Lessor's other obligations under this Agreement, T-Mobile Lessors agree, jointly and severally, to indemnify, defend and hold each Tower Operator Indemnitee harmless from, against and in respect of any and all Claims that arise out of or relate to:

(A) any default, breach or nonperformance of its obligations and covenants under this Agreement;

(B) the acts or omissions of a T-Mobile Indemnitee or any of their respective engineers, contractors or subcontractors;

(C) any work at a Site performed at by or at the direction of a T-Mobile Indemnitee (but not including any work at any Site that Tower Operator is required to perform pursuant to this Agreement that any T-Mobile Lessor elects to perform under Section 28);

(D) any T-Mobile Indemnitee's use, operation, maintenance or occupancy of any T-Mobile Communications Equipment or any portion of any Site (including the T-Mobile Collocation Space) in violation of the terms of the MPL Site MLA or any applicable Ground Lease; and

(E) all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications with any T-Mobile Lessor or its agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement.

(ii) T-Mobile Lessors further agree, jointly and severally, to indemnify, defend and hold each Tower Operator Indemnitee harmless under any other provision of this Agreement which expressly provides that any T-Mobile Lessor shall indemnify, defend and hold harmless any Tower Operator Indemnitee with respect to the matters covered in such provision.

(c) **Indemnification Claim Procedure.**

(i) Any Indemnified Party shall promptly notify the Party or Parties alleged to be obligated to indemnify (the "**Indemnifying Party**") in writing of any relevant pending or threatened

Claim by a third party (a "**Third Party Claim**"), describing in reasonable detail the facts and circumstances with respect to the subject matter of the Claim; provided, however, that delay in providing such notice shall not release the Indemnifying Party from any of its obligations under Section 15(a) or Section 15(b), except to the extent (and only to the extent) the delay actually and materially prejudices the Indemnifying Party's ability to defend such Claim.

(ii) The Indemnifying Party may assume and control the defense of any Third Party Claim with counsel selected by the Indemnifying Party that is reasonably acceptable to the Indemnified Party by accepting its obligation to defend in writing and agreeing to pay defense costs (including attorney's fees and expenses) within 30 days of receiving notice of the Third Party Claim. If the Indemnifying Party declines, fails to respond to the notice, or fails to assume defense of the Third Party Claim within such 30-day period, then the Indemnified Party may control the defense and the Indemnifying Party shall pay all defense costs as incurred by the Indemnified Party. The Party that is not controlling the defense of the Third Party Claim shall have the right to participate in the defense and to retain separate counsel at its own expense. The Party that is controlling the defense shall use reasonable efforts to inform the other Party about the status of the defense. The Parties shall cooperate in good faith in the defense of any Third Party Claim. Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the Indemnified Party in defending such Third Party Claim) if the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnified Party that the Indemnified Party reasonably determines, after conferring with its outside counsel, cannot reasonably be separated from any related claim for money damages. If such equitable relief or other relief portion of the Third Party Claim can be so separated from that for money damages, the Indemnifying Party shall be entitled to assume the defense of the portion relating to money damages.

(iii) The Indemnifying Party shall not consent to a settlement of, or the entry of any judgment arising out of or in connection with, any Third Party Claim, without the consent of any Indemnified Party; provided, however, that the Indemnified Party shall not withhold its consent if such settlement or judgment involves solely the payment of money, without any finding or admission of any violation of Law or admission of any wrongdoing. The Indemnifying Party shall pay or cause to be paid all amounts arising out of such settlement or judgment concurrently with the effectiveness of such settlement and obtain, as a condition of any settlement or judgment, a complete and unconditional release of each relevant Indemnified Party from any and all liability in respect of such Third Party Claim.

(iv) For indemnification Claims other than Third Party Claims, the Indemnified Party promptly shall notify the Indemnifying Party in writing of any Claim for indemnification, describing in reasonable detail the basis for such Claim. Within 30 days following receipt of this notice, the Indemnifying Party shall respond, stating whether it disputes the existence or scope of an obligation to indemnify the Indemnified Party under this Section 15. If the Indemnifying Party does not notify the Indemnified party within such 30-day period that the Indemnifying Party disputes its liability to the Indemnified Party under Section 15(a) or Section 15(b), as applicable, such Claim specified by the Indemnified Party in such notice shall be conclusively deemed a liability of the Indemnifying Party under Section 15(a) or Section 15(b), as applicable, and the Indemnifying Party shall pay the amount of such Claim to the Indemnified Party on demand or, in the case of any notice in which the amount of the Claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined. If the Indemnifying

Party disputes the existence or scope of an obligation to indemnify for the Claim within such 30-day period, it shall explain in reasonable detail the basis for the dispute. If the Parties disagree on the scope or existence of an indemnification obligation for the Claim, management representatives of the Indemnified Party and the Indemnifying Party, at the Vice President level or higher, shall meet or confer by telephone within 20 Business Days in an attempt in good faith to resolve such dispute. If such Persons are unable to resolve the dispute, either Party may act to resolve the dispute in accordance with Section 38(i) and Section 38(j).

(d) During the Term, for any dispute or litigation that arises during the Term in connection with any Ground Lessor, Ground Lease, Collocation Agreement, Tower Subtenant or any other issue relating to the operation of the Sites (collectively, "**Disputes**"), Tower Operator shall have the right to control, prosecute, settle or compromise such Disputes; provided, however, that Tower Operator shall not settle or compromise such Disputes (i) for which Tower Operator is seeking a claim for indemnification under the Master Agreement or (ii) if the settlement or compromise involves an admission of any violation of Law or admission of wrongdoing by any T-Mobile Lessor, in each case without such T-Mobile Lessor's consent which shall not be unreasonably withheld, conditioned or delayed.

(e) The provisions of this Section 15 do not apply to any Claim for Taxes.

#### **SECTION 16. *Tower Operator's Waiver of Subrogation; Insurance.***

(a) **Mutual Waiver of Subrogation.** To the fullest extent permitted by applicable Law, Tower Operator and each T-Mobile Lessor each hereby waives any and all rights of recovery, claim, action or cause of action against the other and the other's Affiliates, for any loss or damage that occurs or is claimed to occur to its property at any Site, by reason of any cause insured against, or required to be insured against, by the waiving party under the terms of this Agreement, regardless of cause or origin. In addition, Tower Operator and each T-Mobile Lessor shall each ensure that any property insurance policy it carries with respect to each Site shall provide that the insurer waives all rights of recovery, claim, action or cause of action by way of subrogation against any other Party with respect to Claims for damage to property covered by such policy.

(b) **Tower Operator Insurance.** For each Site, Tower Operator shall procure, and shall maintain in full force and effect at all times during the Term as to such Site, the following types of insurance with respect to such Site, including the Tower and Improvements on such Site (but excluding T-Mobile Communications Equipment or any other Tower Subtenant's Communications Equipment), paying as they become due all premiums for such insurance:

(i) commercial general liability insurance insuring against all liability of Tower Operator and Tower Operator's officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use, occupancy or maintenance of each Site (including Tower and the Improvements), in an amount of not less than \$1.0 million for bodily injury or property damage or as a result of one occurrence, and not less than \$2.0 million for bodily injury or property damage in the aggregate;

(ii) umbrella or excess liability insurance with limits not less than \$25.0 million per occurrence and in the aggregate;



(iii) property insurance (in an amount not less than \$100.0 million in the aggregate for all Sites) against direct and indirect loss or damage by fire and all other casualties and risks covered under "all risk" insurance respecting the Tower and Improvements (but excluding any T-Mobile Communications Equipment and T-Mobile Improvements);

(iv) workers' compensation insurance affording statutory coverage for all employees of Tower Operator and any employees of its Affiliates performing activities on all Sites, with employer's liability coverage with a minimum limit of \$1.0 million each occurrence;

(v) commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of such coverage shall not be less than \$1.0 million combined single limit for each accident and for bodily injury and property damage; and

(vi) any other insurance required under the terms of the applicable Ground Lease.

(c) **Insurance Premiums; Additional Insureds, Loss Payees and Notice of Cancellation** . Tower Operator shall pay all premiums for the insurance coverage that Tower Operator is required to procure and maintain under this Agreement. Each insurance policy shall (i) name each T-Mobile Lessor as an additional insured if such insurance policy is for liability insurance (other than any workers' compensation policies) or a loss payee if such insurance policy is for casualty insurance and (ii) provide that the policy cannot be canceled by the insurer as to any T-Mobile Lessor except after the insurer gives such T-Mobile Lessor 30 days' written notice of cancellation except for non-payment of premium. Regardless of the prior notice of cancellation required of the insurer(s), Tower Operator agrees to provide any T-Mobile Lessor with at least 20 days' written notice of cancellation of any and all policies of insurance required by this Agreement. For each Site, Tower Operator shall deliver to each T-Mobile Lessor a certificate or certificates of insurance evidencing the existence of all insurance with respect to each Site that Tower Operator is required to maintain hereunder, such delivery to be made promptly after such insurance is obtained (but not later than the Effective Date) and prior to the expiration date of any such insurance.

(d) **Increased Policy Amounts** . All policy amounts set forth in this Section 16 shall be evaluated by Tower Operator and increased (if Tower Operator deems necessary) every five years during the Term of this Agreement to such amounts as are customarily carried by prudent landlords and tenants in the telecommunications industry to insure risks associated with their respective interests in facilities comparable to the Sites. All policies of insurance required under this Section 16 shall be written on companies rated "A-VII" by AM Best or a comparable rating and licensed in the state where the applicable Site to which such insurance applies is located.

(e) **Other Insurance** . Tower Operator shall not, on its own initiative or pursuant to the request or requirement of any Tower Subtenant or other Person, take out separate insurance concurrent in form or contributing in the event of loss with that required to be carried by Tower Operator pursuant to this Section 16, unless each T-Mobile Lessor is named in the policy as an additional insured or a loss payee, if and to the extent applicable. Tower Operator shall immediately notify each T-Mobile Lessor whenever any such separate insurance is taken out by it and shall deliver to such T-Mobile Lessor original certificates evidencing such insurance.

## **SECTION 17.**

### ***Estoppel Certificate; T-Mobile Lessor Financial Reporting.***

(a) Each of Tower Operator and each T-Mobile Lessor, from time to time upon 30 days' prior request by the other, shall execute, acknowledge and deliver to the other, or to a Person designated by the other, a certificate stating that this Agreement is unmodified and in full effect (or, if there have been modifications, that this Agreement is in full effect as modified, and setting forth such modifications) and the dates to which Rent, Pre-Lease Rent and other sums payable under this Agreement have been paid, and either stating that to the knowledge of the signer of such certificate no default exists under this Agreement or specifying each such default of which the signer has knowledge. The Party requesting such certificate shall, at its cost and expense, cause such certificate to be prepared for execution by the requested Party. Any such certificate may be relied upon by any prospective Mortgagee or purchaser of any portion of a Site.

(b) Tower Operator shall provide each T-Mobile Lessor, at such T-Mobile Lessor's cost and expense, with such financial information, financial reports and Tax returns regarding, and any material documents executed by Tower Operator in connection with, the business, operations and financing activities of Tower Operator and its Affiliates with respect to the Sites as reasonably requested and required by such T-Mobile Lessor for the purposes of such T-Mobile Lessor and its Affiliates preparing financial statements, complying with the requirements of GAAP and IFRS or addressing the accounting treatment and financial and Tax reporting in respect of the transactions contemplated by this Agreement and the Master Agreement, except privileged or confidential documents or where such disclosure is prohibited by Law.

**SECTION 18. Assignment, Transfer and Subletting Rights.**

**(a) Tower Operator Assignment and Transfer Rights.**

(i) Without the prior written consent of each T-Mobile Lessor, Tower Operator may not assign this Agreement or any of Tower Operator's rights, interests, duties or obligations under this Agreement to any Person; provided that T-Mobile Lessors' consent shall not be required if the assignee meets the Assumption Requirements and is (x) a Qualified Tower Operator (as defined below), (y) an Affiliate of Tower Operator or (z) a successor Person of Tower Operator by way of merger, consolidation or other reorganization or by the operation of law or a Person acquiring all or substantially all of the assets of Tower Operator. For the avoidance of doubt, notwithstanding anything to the contrary contained in this Agreement, nothing herein shall affect or impair (i) Tower Operator's ability to transfer any revenue, rents, issues or profits derived from the Sites (including under or pursuant to any Collocation Agreements) or its rights to receive the same, (ii) Tower Operator's ability to incur, grant or permit to exist any Liens on any revenue, rents, issues or profits derived from the Sites (including under or pursuant to any Collocation Agreements), (iii) the ability of any parent company of Tower Operator to sell, convey, transfer, assign, encumber, mortgage or otherwise hypothecate or dispose of any equity interests in Tower Operator, (iv) Tower Operator's ability, subject to any required consent of any Ground Lessor, to enter into Mortgages or Liens in favor of any Tower Operator Lender (in which case such Tower Operator Lender shall have the right to exercise remedies under any such Mortgage or Lien in a manner consistent with the provisions of this Agreement and any Transaction Document) or (v) Tower Operator's right, subject to any required consent of any Ground Lessor and otherwise in accordance with the terms of this Agreement, to lease, sublease, license or otherwise make available Available Space to Tower Subtenants. A "**Qualified Tower Operator**" means a tower operator that has a good business reputation and is experienced in the management and operation of communication towers.

(ii) Tower Operator shall deliver to each T-Mobile Lessor documentation reasonably satisfactory to such T-Mobile Lessor confirming that any party to which Tower Operator assigns any of its duties and obligations hereunder in accordance with this Agreement shall, from and after the date of any such assignment, assume all such duties and obligations to the extent of any such assignment.

(iii) If Tower Operator assigns, in accordance with this Agreement, its rights, interests, duties or obligations under this Agreement with respect to less than all of the Sites, the Parties hereto shall, simultaneously therewith, enter into such agreements as are reasonably necessary to appropriately bifurcate the rights, interests, duties and obligations of Tower Operator under this Agreement.

(iv) Tower Operator hereby agrees that any attempt of Tower Operator to assign its interest in this Agreement, in whole or in part, in violation of this Section 18 shall constitute a default under this Agreement and shall be null and void *ab initio*.

**(b) T-Mobile Lessor and T-Mobile Collocator Assignment and Subletting Rights .**

(i) Subject to Section 20, none of T-Mobile Parent, any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party or any of their respective Affiliates shall sell, convey, transfer, assign, lease, sublease, license, encumber, mortgage or otherwise hypothecate or dispose of its interest in and to any Site or any portion of any Site, or grant concessions or licenses or other rights for the occupancy or use of all or any portion of any Site during the Term.

(ii) Nothing contained in this Agreement shall prohibit T-Mobile Collocator from transferring or otherwise disposing of its interests in the T-Mobile Collocation Space in accordance with the terms and conditions of the MPL Site MLA.

(iii) Neither T-Mobile Parent nor any T-Mobile Lessor may assign, sell, convey, transfer, lease, sublease, license or otherwise dispose of this Agreement or any of its rights, duties or obligations under this Agreement in whole or in part without the consent of Tower Operator. T-Mobile Parent and each T-Mobile Lessor hereby agrees that any attempt of T-Mobile Parent or such T-Mobile Lessor to assign its interest in this Agreement or any of its rights, obligations or duties under this Agreement, in whole or in part, in violation of this Section 18 shall constitute a default under this Agreement and shall be null and void *ab initio*.

(iv) For the avoidance of doubt, nothing herein shall affect or impair the ability of any parent company of T-Mobile Lessor to sell, convey, transfer, assign or otherwise dispose of its limited liability company interest in T-Mobile Lessor to T-Mobile Parent or a direct or indirect wholly owned subsidiary of T-Mobile Parent.

**SECTION 19. Tower Operator Environmental Covenants.**

Tower Operator covenants and agrees that (i) Tower Operator shall not conduct or allow to be conducted upon any Site any business operations or activities, or employ or use a Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided, however, that Tower Operator shall have the right to bring, use, keep and allow any Tower Subtenant to bring and keep on any Site in customary quantities and in compliance with all applicable Laws, batteries, generators and associated fuel tanks and

other Hazardous Materials commonly used in the tower industry reasonably necessary for the operation and maintenance of each Site or that are being used at the relevant Site on the Effective Date; (ii) Tower Operator shall carry on its business and operations at each Site in compliance with all applicable Environmental Laws; (iii) Tower Operator shall not create or permit to be created any Lien against any Site for the costs of any response, removal or remedial action or clean-up of Hazardous Materials; (iv) except as otherwise specified in Section 17(b)(iv) of the MPL Site MLA, Tower Operator shall promptly conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting each Site in accordance with, and to the extent necessary to comply with, all applicable Environmental Laws after the Effective Date.

**SECTION 20. Tower Operator Purchase Option.**

(a) **Right to Purchase.** Tower Operator shall have the option (each such option, the "**Purchase Option**") to purchase each T-Mobile Lessor's and each T-Mobile Ground Lease Additional Party's (collectively, the "**Option Sellers**") right, title and interest in the 23 Year Lease Purchase Sites, the 24 Year Lease Purchase Sites, the 25 Year Lease Purchase Sites, the 26 Year Lease Purchase Sites, the 27 Year Lease Purchase Sites, the 28 Year Lease Purchase Sites, the 29 Year Lease Purchase Sites, the 30 Year Lease Purchase Sites, the 31 Year Lease Purchase Sites, the 32 Year Lease Purchase Sites, the 33 Year Lease Purchase Sites, the 34 Year Lease Purchase Sites, the 35 Year Lease Purchase Sites, the 36 Year Lease Purchase Sites and the 37 Year Lease Purchase Sites (collectively, the "**Purchase Sites**"), respectively, on the 23 Year Lease Purchase Option Closing Date, the 24 Year Lease Purchase Option Closing Date, the 25 Year Lease Purchase Option Closing Date, the 26 Year Lease Purchase Option Closing Date, the 27 Year Lease Purchase Option Closing Date, the 28 Year Lease Purchase Option Closing Date, the 29 Year Lease Purchase Option Closing Date, the 30 Year Lease Purchase Option Closing Date, the 31 Year Lease Purchase Option Closing Date, the 32 Year Lease Purchase Option Closing Date, the 33 Year Lease Purchase Option Closing Date, the 34 Year Lease Purchase Option Closing Date, the 35 Year Lease Purchase Option Closing Date, the 36 Year Lease Purchase Option Closing Date and the 37 Year Lease Purchase Option Closing Date, respectively (collectively, the "**Purchase Option Closing Dates**"). On each of the fifteen Purchase Option Closing Dates, Tower Operator may exercise its Purchase Option with respect to all (but not less than all) of the applicable Purchase Sites comprising the applicable Tranche of Sites as of the applicable Purchase Option Closing Date, for the Option Purchase Price attributable to such Purchase Sites (and on the other terms and subject to the conditions specified in this Agreement), by submitting to the Option Sellers, no earlier than two years and no later than 120 days prior to the applicable Purchase Option Closing Date, a written offer to purchase all such Purchase Sites in accordance with the terms hereof; provided, however, that the only condition to such exercise shall be that both on the applicable date of submission of such written offer and the Purchase Option Closing Date, this Agreement shall not have been terminated. The Option Sellers shall be obligated to sell, and T-Mobile Parent shall cause the Option Sellers to sell, and Tower Operator shall be obligated to buy, all such Purchase Sites hereunder at a single closing to be held on and effective as of the applicable Purchase Option Closing Date.

(b) **Payment of the Option Purchase Price.** Tower Operator shall pay to the Option Sellers the Option Purchase Price for the Purchase Sites in cash or immediately available funds on or prior to the applicable Purchase Option Closing Date. The "**Option Purchase Price**" means, with respect to each Tranche of Sites on the applicable Purchase Option Closing Date, the purchase price that is set forth opposite such Tranche of Sites on Exhibit E hereto multiplied by

a fraction (i) the numerator of which is equal to the number of Purchase Sites comprising such Tranche of Sites on the applicable Purchase Option Closing Date and (ii) the denominator of which is equal to the number of Sites comprising such Tranche of Sites on the Effective Date. At the closing of such sale, each of the Option Sellers shall transfer or cause to be transferred its applicable Purchase Sites, at the Option Sellers' expense, to Tower Operator and the Term as to the Purchase Sites shall end. Risk of loss for the Purchase Sites purchased pursuant to this Section 20 shall pass from the Option Sellers to Tower Operator upon payment of the applicable purchase price by Tower Operator to the Option Sellers.

(c) **Transfer by Option Sellers.** Any transfer of Purchase Sites by the Option Sellers to Tower Operator pursuant to this Section 20 shall include the following (the "**Transferred Property**" of the Purchase Sites):

(i) (A) An assignment of the Option Sellers' interest in any Ground Lease and other related rights for such Purchase Site (which shall contain an assumption by Tower Operator of all of the obligations of such Option Sellers under such Ground Lease and an agreement by Tower Operator to indemnify such Option Sellers and each other T-Mobile Indemnitee from claims, losses or damages related to such obligations) and (B) a sale, conveyance, assignment, transfer and delivery of all such Option Sellers' right, title and interest in, to and under the applicable Tower, Improvements, Equipment, related Tower Related Assets and other related assets (other than T-Mobile Improvements or T-Mobile Communications Equipment) and all appurtenances thereto;

(ii) To the extent not included in clause (i) above, and to the extent legally transferable (and, if such rights cannot be transferred to Tower Operator, such rights shall be enforced by the Option Sellers at the direction of and for the benefit of the Tower Operator), a transfer of all rights of such Option Sellers under or pursuant to warranties, representations and guarantees made by suppliers or manufacturers in connection with such Purchase Site, but excluding any rights to receive amounts under such warranties, representations and guarantees representing reimbursements for items paid by such Option Sellers; and

(iii) To the extent legally transferable (and, if such rights, claims, credits and causes of action cannot be transferred to Tower Operator, such rights, claims, credits and causes of action shall be enforced by the Option Sellers at the direction of and for the benefit of the Tower Operator), a transfer of all known and unknown rights, claims, credits, causes of action or rights to commence any causes of action or rights of setoff of each such Option Seller against third parties relating to such Purchase Site arising on or after the date of transfer, including unliquidated rights under manufacturers' and vendors' warranties, but excluding all amounts representing reimbursements for items paid by such Option Sellers.

(d) **Evidence of Transfer.** Each of the Option Sellers and Tower Operator shall enter into, and T-Mobile Parent shall cause the Option Sellers to enter into, assignments, deeds (with warranties of title as to actions by such Option Seller and its Affiliates), bills of sale and such other documents and instruments as the other may reasonably request to evidence any transfer of such Purchase Sites.

(e) **Transfer Taxes.** Any Transfer Taxes incurred in connection with the transfer of Purchase Sites by the Option Sellers to Tower Operator pursuant to this Section 20 shall be governed by Section 22(e).

(f) **Permitted Encumbrances.** Any transfer of a Purchase Site by any Option Seller to Tower Operator pursuant to this Agreement shall be subject to all Permitted Encumbrances applicable to such Purchase Site and any Liens created or incurred after the Initial Closing Date (other than any Liens created or incurred by, or consented to by, any of the Option Sellers or their respective Affiliates or any of their respective Representatives).

(g) **Actions by Option Sellers.** The Option Sellers shall not, and T-Mobile Parent shall not permit the Option Sellers or any of their Affiliates to, take or fail to take any action which action or omission could reasonably be expected to (i) impair or adversely affect the Option Seller's right, title and interest in, to and under any Purchase Site (including the Transferred Property thereof), (ii) diminish the expected residual value of any Purchase Site (including the Purchased Property thereof) in any material respect or (iii) shorten the expected remaining economic life of any Purchase Site (including the Purchased Property thereof), in each case, unless such action or failure to act by the Option Sellers or any of their Affiliates is expressly authorized by the terms and conditions of this Agreement and the Transaction Documents (by way of example, the election by T-Mobile Collocator not to extend the term of the MPL Site MLA beyond its initial 10 year term, in and of itself, shall not be deemed to have violated this covenant, solely as a result of such election). The Option Sellers shall not, and T-Mobile Parent shall not permit the Option Sellers or any of their Affiliates to, sell, dispose of, transfer, lease, license or encumber any of their interests in any of the Purchase Sites (including the Included Property), other than Permitted Encumbrances. The Option Sellers shall take, and T-Mobile Parent shall cause the Option Sellers and their respective Affiliates to take, all actions necessary, appropriate or desirable, or reasonably requested from time to time by Tower Operator, to preserve and protect the Option Sellers' right, title and interest in, to and under the Purchase Sites (including the Purchased Property thereof).

(h) **Further Assurances.** T-Mobile Parent and the Option Sellers, at their cost and expense, shall use their reasonable best efforts to obtain any consent or waiver required to give effect to the sale of the Purchase Sites upon the exercise of the Purchase Option. In the event that any Option Seller is unable to obtain any consent or waiver required to give effect to the sale of any Purchase Site and such Purchase Site cannot be transferred without violating the terms of the applicable Ground Lease, the Option Sellers shall appoint, and T-Mobile Parent shall cause the Option Sellers to appoint, Tower Operator, in perpetuity, as the exclusive operator of the Included Property of such Purchase Site. In furtherance of the foregoing, the Option Sellers and Tower Operator shall enter into documentation (including applicable powers of attorney) that is reasonably acceptable to Tower Operator to provide for Tower Operator's management rights with respect to such Purchase Site, which documentation shall grant and confer to Tower Operator all rights and privileges (including all rights to receive the revenue derived from such Site and all rights and powers with respect to the operation, maintenance, leasing and licensing of such Site) granted or conferred to Tower Operator pursuant to this Agreement in respect of a Managed Site, but shall otherwise treat Tower Operator as if Tower Operator was the owner of such Purchase Site and shall not impose on Tower Operator any of the covenants or restrictions imposed upon it by this Agreement and the Transaction Documents.

(i) **Deliveries if Purchase Option Not Exercised.** If Tower Operator does not exercise its Purchase Option with respect to any Site, it shall deliver to T-Mobile, promptly after the applicable Site Expiration Date, all documents and information as reasonably requested by the applicable T-Mobile Lessor to allow such T-Mobile Lessor to operate and manage such Site.

## **SECTION 21.**

### ***Tower Operator Lender Protections.***

(a) **Tower Operator Lender Protections.** If T-Mobile Lessors are given written notice from Tower Operator specifying the name and address of the Tower Operator Lender, or its servicing agent and the applicable title of an officer or other responsible individual charged with processing notices of the type required under this Section 21, then the following provisions shall apply with respect to such Tower Operator Lender for so long as any Mortgage granted by Tower Operator to such Tower Operator Lender shall remain unsatisfied of record:

(i) The Tower Operator Lender shall not be bound by any modification or amendment of this Agreement in any respect so as to materially increase the liability of Tower Operator hereunder or materially increase the obligations or materially decrease the rights of Tower Operator without the prior written consent of the Tower Operator Lender, which consent shall not be unreasonably conditioned, withheld or delayed.

(ii) Further, this Agreement may not be surrendered or terminated other than in compliance with the provisions of this Section 21. Any such modification, amendment, surrender or termination not in accordance with the provisions of this Section 21 shall not be binding on any such Tower Operator Lender or any other Person who acquires title to its foreclosed interest.

(b) **Notice and Cure Rights.**

(i) T-Mobile Lessors, upon serving Tower Operator with any notice of default under the provisions of, or with respect to, this Agreement, shall also serve a copy of such notice upon the Tower Operator Lender (in the same manner as required for notices to Tower Operator) at the address specified herein, or at such other address that a Tower Operator Lender designates in writing to T-Mobile Lessors.

(ii) In the event of a default or breach by Tower Operator under this Agreement, the Tower Operator Lender shall have the right, but not the obligation, to remedy such event, or cause the same to be remedied, within 10 days after the expiration of all applicable grace or cure periods provided to Tower Operator in this Agreement, in the event of a monetary default or breach, or within 60 days after the expiration of all applicable grace or cure periods provided to Tower Operator in this Agreement in the event of any other breach or default, and T-Mobile Lessors shall accept such performance by or at the instance of the Tower Operator Lender as if the same had been made by Tower Operator; provided, however, that if any such non-monetary default or breach that is capable of cure requires Tower Operator Lender to acquire possession of the Tower Operator's interest in the Sites that are the subject of such breach or default, such period shall be extended for such reasonable period as may be required to obtain such possession and cure such default or breach; provided, however, that during such extended period, Tower Operator Lender must continue to cure other defaults and breaches in accordance with the provisions of this Section 21(b)(ii).

(iii) In the event of the termination of this Agreement prior to the expiration of the Term of this Agreement as provided herein for any reason (other than Tower Operator's failure to cure under (ii) above), including pursuant to Section 365 of the federal Bankruptcy Code, as amended from time to time, including any successor legislation thereto, or otherwise, T-Mobile Lessors shall serve upon Tower Operator Lender written notice that this Agreement has been terminated, together with a statement of any and all sums due under this Agreement and of all breaches and events of default under this Agreement, if any, then known to T-Mobile Lessors.

Tower Operator Lender thereupon shall have the option, which option must be exercised by Tower Operator Lender's delivering notice to T-Mobile Lessors within 10 Business Days after the Tower Operator Lender's receipt of such notice from T-Mobile Lessors, to cure any such Tower Operator breaches or Tower Operator events of default (and any Tower Operator breaches or Tower Operator events of default not susceptible of being cured by the Tower Operator Lender shall be deemed to have been waived) and the right (subject to such cure) to enter into a new lease (the "**New Lease**") (A) effective as of the date of termination of this Agreement, (B) for the remainder of what otherwise would have been the Term of this Agreement but for such termination, (C) at and upon all the agreements, terms, covenants, and conditions of this Agreement (provided that Tower Operator Lender shall not have any obligation to pay T-Mobile Lessors Rent or Pre-Lease Rent), and (D) including any applicable right to exercise the Purchase Option under Section 20. Upon the execution and delivery of a New Lease under this Section 21, all Collocation Agreements and other agreements which theretofore may have been assigned to the any T-Mobile Lessor (or reverted back to such T-Mobile Lessor as a matter of Law) thereupon shall be assigned and transferred, without recourse, representation or warranty, by such T-Mobile Lessor to the lessee named in such New Lease.

(iv) Any notice or other communication that a Tower Operator Lender desires or is required to give to or serve upon T-Mobile Lessors shall be made in the same manner as required for notices to T-Mobile Lessors in accordance with the provisions of this Agreement at the address set forth herein or such other address as T-Mobile Lessors may provide to Tower Operator Lender from time to time.

(c) **Participation in Certain Proceedings and Decisions.** Any Tower Operator Lender shall have the right, subject to Tower Operator's consent, to intervene and become a party, but only with respect to Tower Operator's involvement in any Arbitration, litigation, condemnation or other proceeding affecting this Agreement to the extent of its security interest herein. Tower Operator's right to make any election or decision under this Agreement that is required or permitted to be made by Tower Operator with respect to the negotiation or acceptance of any Award or insurance settlement shall be subject to the prior written approval of such Tower Operator Lender.

(d) **No Merger.** Without the written consent of each Tower Operator Lender, the leasehold interest created by this Agreement shall not merge with the fee interest in all or any portion of the Sites, notwithstanding that the fee interests and the leasehold interests are held at any time by the same Person.

(e) **Encumbrances on Personal Property and Subleases.** In addition to the rights granted in Section 18(a), each T-Mobile Lessor hereby consents to Tower Operator's grant, if any, to any Tower Operator Lender of a security interest in the personal property owned by Tower Operator and located at the Sites and a collateral assignment of subleases of the interest of Tower Operator in all or any portion of the Sites and the revenue, rents, issues and profits derived therefrom (including under or pursuant to any Collocation Agreements), if any, and a pledge of any equity interests in Tower Operator. Each T-Mobile Lessor agrees that any interest that such T-Mobile Lessor may have in such personal property (but not its interest in the Included Property or this Agreement), whether granted pursuant to this Agreement or by Law, shall be subordinate to the interest of any Tower Operator Lender.

(f) **Notice of Default Under any Secured Tower Operator Loan.** Tower Operator shall promptly deliver to T-Mobile Lessors a true and correct copy of any notice of default, notice of



acceleration or other notice regarding a default by Tower Operator under any documents comprising a Secured Tower Operator Loan after the receipt of such notice by Tower Operator.

(g) **Casualty and Condemnation Proceeds**. Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of any Site or any portion thereof during such time that any Secured Tower Operator Loan remains unsatisfied, the Tower Operator Lender shall be entitled to receive all insurance Proceeds or condemnation awards (up to the amount of the indebtedness secured by the Tower Operator Loan) otherwise payable to Tower Operator and apply same to restoration of the Included Property in accordance with the provisions of this Agreement (to the extent required by the terms of this Agreement); provided, however, that if the Included Property is not required to be restored pursuant to the terms of this Agreement, such Proceeds may be applied to the Secured Tower Operator Loan. Upon the Tower Operator Lender's request, the name of such Tower Operator Lender may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tower Operator hereunder.

(h) **Other**. Notwithstanding any other provision of this Agreement to the contrary, (i) T-Mobile Lessors shall not be obligated to provide the benefits and protections afforded to Tower Operator Lenders in this Section 21 to more than three Tower Operator Lenders at any given time and (ii) in no event whatsoever shall there be any subordination of this Agreement or the rights and interests of T-Mobile Lessors under this Agreement or in and to the Included Property, or of the rights and interests of T-Mobile Collocator or its Affiliates under the MPL Site MLA or in and to the T-Mobile Collocation Space by virtue of any Mortgage granted by Tower Operator to any Tower Operator Lender and each Tower Operator Lender shall, upon request, confirm such fact in writing. If there is more than one Tower Operator Lender subject to the provisions of this Section 21, except as otherwise jointly directed in writing by such Tower Operator Lenders, T-Mobile Lessors shall recognize the Tower Operator Lender exercising rights afforded by this Section 21, whose Secured Tower Operator Loan is most senior in lien (unless a Tower Operator Lender junior in lien requires that the holder thereof have a superior entitlement to such rights, and the other Tower Operator Lender senior in lien shall agree in writing to such request, in which event such recognition shall be of the holder of that Secured Tower Operator Loan); provided, however, that such Tower Operator Lender shall have complied with the provisions of this Section 21; provided, further, that T-Mobile Lessors shall have no obligation to determine which Tower Operator Lender is indeed senior in lien and shall have no liability to any Tower Operator Lender for an erroneous determination if T-Mobile Lessors attempt to make such a determination so long as such determination is made in good faith based upon the evidence and information of lien priority provided to T-Mobile Lessors by the Tower Operator Lenders. Each Tower Operator Lender which has complied with the notice requirements of this Section 21 shall have the right to appear in any arbitration or other material proceedings arising under this Agreement and to participate in any and all hearings, trials and appeals in connection therewith, but only to the extent related to the rights or obligations of Tower Operator in the matter that is the subject of the arbitration or proceedings or to protect the security interest of Tower Operator in the Included Property.

(i) **Subordination of Mortgages**. All Mortgages that at any time during the Term of this Agreement may be placed upon a Site or any portion of a Site and all documents and instruments evidencing and securing any Secured Tower Operator Loan secured by such Mortgages shall be subject and subordinate to the terms and conditions hereof.

(j) **Estoppel Certificate.** From time to time upon request of a Tower Operator Lender (but not more than three times in any one year period (excluding the first year following the Effective Date)), T-Mobile Lessors shall execute and deliver to such Tower Operator Lender an estoppel certificate with respect to this Agreement in a form reasonably acceptable to T-Mobile Lessors and Tower Operator Lender stating, if true, that as of the date of such estoppel certificate: (1) this Agreement is in full force and effect and has not been assigned, modified or amended (or, if it has, then specifying the dates and terms of any such assignment or amendment) and (2) Tower Operator is not in default under this Agreement to the knowledge of T-Mobile Lessors or, if such is not the case, stating the nature of the default.

(k) **Notification of Termination.** Tower Operator shall notify T-Mobile Lessors in writing immediately upon the satisfaction repayment or termination of any Secured Tower Operator Loan.

## **SECTION 22. Taxes.**

(a) Subject to Section 20(e), Section 22(b), Section 22(c), Section 22(d), Section 22(e) and Section 34(b), and except as provided below, Tower Operator shall be responsible for and shall pay, as additional rent hereunder, all Taxes upon or with respect to any action taken by, or the business activities of, Tower Operator, Tower Operator Affiliates, Tower Operator Lender and any Tower Subtenant in connection with the acquisition, purchase, sale, financing, leasing, subleasing, maintenance, Modification, repair, redelivery, alteration, insuring, control, use, operation, delivery, possession, repossession, location, storage, refinancing, refund, transfer of title, registration, re-registration, transfer of registration, return or other disposition of any of the Included Property or any portion of such Included Property, or interest in such Included Property. Tower Operator shall receive any refunds for Taxes paid by Tower Operator pursuant to this Agreement. Notwithstanding the foregoing, Tower Operator shall not be required to pay any Taxes payable with respect to a Site, if the applicable Ground Lease provides that the Ground Lessor is responsible for such Taxes without pass-through to the applicable ground lessee and the Ground Lessor actually pays any such Taxes. If the Ground Lessor does not pay any such Taxes and either Party becomes aware of it, the Parties shall, at Tower Operator's expense, cooperate and use commercially reasonable efforts to cause the Ground Lessor to pay such Taxes.

(b) In the taxable periods occurring during the Term as to any Site, any Taxes (determined without regard to the Term) for which Tower Operator is responsible under this Section 22 and that are calculated or assessed on the basis of a time period any portion of which is not included within the Term as to such Site (e.g., Property Taxes assessed annually) shall be prorated proportionately between the applicable T-Mobile Group Member and Tower Operator based on the number of days in each such period during the time period of assessment that is included within the Term as to such Site. Tower Operator shall pay to T-Mobile its proportionate share of such Taxes for any such partial year of the Term. Tower Operator's obligations for Taxes under this Section 22 shall be limited to that proportionate amount of such Taxes attributable to the period during which this Agreement is in effect with respect to such Site; provided, however, that any Taxes resulting from special assessments or appraisals of any Site occurring during the period during which this Agreement is in effect shall be the sole responsibility of Tower Operator. Any other Taxes that are not calculated or assessed on the basis of a time period, but for which Tower Operator is responsible under this Section 22 or Section 34(b), shall be prorated using a fair and equitable proration method that considers, among other things, the basis upon which such Taxes are assessed.

(c) Notwithstanding anything to the contrary herein (other than Section 34(g)), the Parties agree as follows with respect to Property Taxes payable during the Term of this Agreement: (i) T-Mobile Lessors or the applicable T-Mobile Group Member shall pay all Property Taxes on a timely basis to the appropriate Governmental Authority and Tower Operator shall have no responsibility for Property Taxes other than the payment of (A) the Tower Operator Property Tax Charge to the applicable T-Mobile Lessor, (B) any Landlord Reimbursement Taxes to the applicable payee and (C) any Property Taxes with respect to any personal property installed by Tower Operator on the Included Property; and (ii) for each calendar year, or portion thereof, that is included in the Term as to each Site, Tower Operator shall pay to the applicable T-Mobile Lessor the Tower Operator Property Tax Charge on or before July 1 of the respective calendar year; provided that if the Effective Date is after July 1, the payment for the first calendar year (or portion thereof) shall be made on the Effective Date; provided, however, that if the Term ends prior to July 1, the payment for the final year shall be made on the last day of the Term. Notwithstanding the foregoing, T-Mobile Lessors or the applicable T-Mobile Group Member shall not be required to pay any Property Taxes payable with respect to a Site, if the applicable Ground Lease provides that the Ground Lessor is responsible for such Property Taxes without pass-through to the applicable ground lessee and the Ground Lessor actually pays any such Taxes. If the Ground Lessor does not pay any such Property Taxes and either Party becomes aware of it, the Parties shall, at Tower Operator's expense, cooperate and use commercially reasonable efforts to cause the Ground Lessor to pay such Taxes. T-Mobile Lessors, Tower Operator and the applicable T-Mobile Group Member shall cooperate with each other, and make available to each other such information as shall reasonably be necessary, in connection with the preparation of tax returns for Property Taxes and any audit or judicial or administrative proceeding relating to the same. To the extent a T-Mobile Group Member, other than T-Mobile Lessors or T-Mobile Collocator, has an obligation under this Section 22, T-Mobile Collocator shall cause such T-Mobile Group Member to perform such obligation. "**Tower Operator Property Tax Charge**" shall mean an amount equal to \$1,730 per annum (prorated for partial years).

(d) Tower Operator shall be responsible for and shall pay, as additional rent, all Landlord Reimbursement Taxes for which the applicable Ground Lessor seeks reimbursement under the provisions of the Ground Lease after the Effective Date and during the Term with respect to each Site; provided, however, the Parties shall prorate such amounts relating to tax periods that include the Effective Date or the Site Expiration Date in a manner consistent with the provisions of Section 22(b) and the paying Party shall be entitled to reimbursement from the non-paying Party for the non-paying Party's portion of the Property Taxes and the Landlord Reimbursement Taxes paid. To the extent either Party is entitled to reimbursement from the other Party for the payment of prorated Landlord Reimbursement Taxes, such reimbursement shall be due within 60 days of the presentation of a statement reflecting amounts due and appropriate other documentation supporting the calculation and payment of such amounts to the applicable Ground Lessor.

(e) All sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording and other similar Taxes and fees ("**Transfer Taxes**") imposed as a result of the transactions contemplated by this Agreement shall be borne equally by T-Mobile Lessors, on the one hand, and Tower Operator, on the other hand. For the avoidance of doubt, Tower Operator shall have no responsibility for any Transfer Taxes with respect to a Site imposed with respect to (x) the transactions contemplated by the T-Mobile Internal Transfers Agreement that occur before the Applicable Closing with respect to such Site or (y) in the case of a Site that is transferred pursuant to Section 2.7(d) of the Master Agreement on a

Technical Closing, any Transfer Taxes relating to such Site with respect to (or that occur before) the transactions contemplated by Section 2.7(d) of the Master Agreement and that arise on or before a transfer to a T-Mobile SPE (all items in this clause (y) as defined in the Master Agreement). To the extent permitted by applicable Law, Tower Operator shall prepare and duly and timely file all Tax returns in respect of such Transfer Taxes and all Tax returns where no Tax is due, but filing is required as a result of the transactions contemplated by this Agreement. Tower Operator shall promptly notify T-Mobile Lessors if Tower Operator is not permitted by applicable Law to file any such return. T-Mobile Lessors shall prepare and timely file all Tax returns in respect of Transfer Taxes that Tower Operator is not permitted to file under applicable Law. Prior to the filing of any Tax return in respect of Transfer Taxes, the filing Party shall provide such return and a calculation of the associated Transfer Taxes (if any) to the non-filing Party for the non-filing Party's review and approval, which approval shall not be unreasonably conditioned, withheld or delayed. Where a Party remits Transfer Taxes to the applicable Taxing Authority, the other Party shall reimburse the portion of such Transfer Taxes for which such other Party is responsible to the first mentioned Party by the earlier of 30 days after the date such Taxes are remitted to the taxing authority or 30 days after the filing due date of the applicable Tax return. The Tax liability and payment provisions of this Section 22(e) shall survive until the expiration of the longest applicable period of limitations. To the extent that any Party fails to timely reimburse the other Party for any Transfer Taxes paid by such other Party, the Parties agree that such other Party shall be entitled to offset such unpaid reimbursements against any other amounts due to it. T-Mobile Lessors and Tower Operator agree to cooperate in good faith in order to take actions to minimize, within the fullest extent of the Law, the application or imposition of Taxes imposed on the transactions contemplated by this Agreement, which may include, for example, providing documentation to qualify for exemption from any applicable Tax or agreeing to cooperate in good faith to resolve an audit by a Taxing Authority involving the operation or application of this Agreement.

(f) **Bulk Sales.** Tower Operator and T-Mobile Lessors hereby waive compliance by Tower Operator and T-Mobile Lessors with the provisions of the "bulk sales," "bulk transfer" and similar Laws.

### **SECTION 23. Utilities.**

The rights and obligations of T-Mobile Collocator with respect to the use and payment of utilities and similar services to any Site shall be as set forth in the MPL Site MLA. Except as otherwise provided in the MPL Site MLA, (i) Tower Operator shall be responsible for the provision and payment of utilities and similar services used at any Site and (ii) T-Mobile Lessors shall have no obligation to make arrangements for or to pay any charges for connection or use of utilities and similar services to any Site, including electricity, telephone, power, and other utilities.

### **SECTION 24. Compliance with Law; Governmental Permits.**

(a) Tower Operator shall, at its own cost and expense, obtain and maintain in effect all certificates, permits, licenses and other approvals relating to Government Approvals (including those relating to FCC and FAA regulations) and comply with all Laws, required or imposed by Governmental Authorities, in connection with the operation and maintenance of the Included Property of each Site (including the Tower on such Site). Without limiting the generality of the immediately preceding sentence, Tower Operator shall maintain and repair (i) any ASR signs or radio frequency emission caution, notice, or alert signs at each Site in good and legible order in compliance with applicable Law and (ii) any AM detuning equipment present at each Site and, if

required but not present at a Site, provide any necessary AM detuning equipment so that such Site complies with applicable Law. Each FCC-required ASR sign shall contain Tower Operator's contact information. Tower Operator shall conduct annual inspections of all Sites of T-Mobile Lessors; provided that until the requisite waiver from the FCC has been obtained by the applicable T-Mobile Lessor, Tower Operator shall conduct quarterly inspections of all Sites with lighted Towers of such T-Mobile Lessor. Each T-Mobile Lessor shall, at its own cost and expense, comply with all Laws, required or imposed by Governmental Authorities, in connection with its use of each Site. Each T-Mobile Lessor agrees, promptly after the conversion of the Tower monitoring system at the Sites to Tower Operator's network operations center, to petition the FCC to waive its rights to quarterly inspection of all lighted Towers of such T-Mobile Lessor for which such waiver has not already been obtained.

(b) Tower Operator shall, at its own cost and expense, reasonably cooperate with T-Mobile Lessors or their respective Affiliates in their efforts to obtain and maintain in effect any certificates, permits, licenses and other approvals and to comply with any Laws required or imposed on T-Mobile Lessors by Governmental Authorities applicable to the T-Mobile Communications Equipment and the T-Mobile Collocation Space. Without limiting the generality of the immediately preceding sentence, Tower Operator shall, at its own cost and expense, provide to T-Mobile Lessors any documentation that may be necessary for T-Mobile Lessors to comply with all FCC reporting requirements relating to the T-Mobile Communications Equipment and the T-Mobile Collocation Space.

(c) Notwithstanding anything herein to the contrary, Tower Operator shall have no obligation to provide any information necessary for T-Mobile Lessors to obtain any certificate, permit or other approval relating to the T-Mobile Communications Equipment itself (e.g., FCC type certification).

(d) Each T-Mobile Lessor shall reasonably cooperate with Tower Operator in Tower Operator's efforts to provide required information and to comply with all Laws required or imposed by Governmental Authorities applicable to each Site. Tower Operator shall consider in good faith any advice provided by such T-Mobile Lessor to Tower Operator regarding compliance with FCC and FAA regulations and shall confer with such T-Mobile Lessor, from time to time in the ordinary course of business, regarding Tower Operator's protocols and procedures relating to compliance with FCC and FAA regulations.

(e) Each T-Mobile Lessor shall be afforded access, at reasonable times and upon reasonable prior notice, to all of Tower Operator's records, books, correspondence, instructions, blueprints, permit files, memoranda and similar data relating to the compliance of the Towers with all applicable Laws, except privileged or confidential documents or where such disclosure is prohibited by Law. Any information described in this Section 24(e) shall be open for inspection upon reasonable notice by such T-Mobile Lessor, at its cost, and its authorized representatives at reasonable hours at Tower Operator's principal office and shall be retained by Tower Operator for a period of three years after the expiration of this Agreement.

(f) If, as to any Site, any material certificate, permit, license, easement or approval relating to the operation of such Site is canceled, expires, lapses or is otherwise withdrawn or terminated (except as a result of the acts or omissions of any T-Mobile Lessor or its Affiliates, agents or employees) or Tower Operator has breached any of its obligations under this Section 24, and Tower Operator has not confirmed to the applicable T-Mobile Lessor, within 48 hours of obtaining notice thereof, that Tower Operator is commencing to remedy such non-compliance,

or, after commencing to remedy such non-compliance, Tower Operator is not diligently acting to complete the remedy thereof, then such T-Mobile Lessor shall have the right, in addition to its other remedies pursuant to this Agreement, at law, or in equity, to take appropriate action to remedy any such non-compliance and be reimbursed for its costs from Tower Operator as provided in Section 28. Notwithstanding anything to the contrary contained herein, Tower Operator shall have no obligation to obtain or restate (or otherwise provide information for T-Mobile Lessors to obtain or restate) any certificates, permits, licenses, easements or approvals that (i) relate exclusively to T-Mobile Communications Equipment itself or (ii) were canceled, expired, lapsed or were otherwise withdrawn or terminated due to a violation by any T-Mobile Lessor that predated the Effective Date. Each T-Mobile Lessor shall, at all times, keep, operate and maintain T-Mobile Communications Equipment at each Site in a safe condition, in good repair, in accordance with applicable Laws and with the general standard of care in the tower industry.

(g) The following provisions shall apply with respect to the marking/lighting systems serving the Sites (but only if such marking/lighting systems are required by applicable Law (including approvals granted by the FAA, FCC, and any local zoning board or in place as of the Effective Date) or existing written agreements):

(i) In addition to the requirements set out elsewhere in this Section 24 and Section 25, for each Site, Tower Operator agrees to monitor the lighting system serving such Site in accordance with the requirements of applicable Law and file all required Notice To Airmen ("**NOTAM**") and other required reports in connection therewith. In addition, Tower Operator agrees, as soon as practicable, to repair any failed lighting system and deteriorating markings in accordance with the requirements of applicable Law in all material respects. Tower Operator shall simultaneously provide T-Mobile Lessors with a copy of any NOTAM and a monthly report in electronic format describing all pertinent facts relating to the lighting system serving the Sites, including lighting outages, status of repairs, and location of outages.

(ii) In addition to and not in limitation of Section 29(b)(i), if Tower Operator defaults under this Section 24(g), and Tower Operator has not confirmed to the applicable T-Mobile Lessor, within 48 hours of obtaining notice thereof, that Tower Operator is commencing to remedy such default, or, after commencing to remedy such default, Tower Operator is not diligently acting to complete the remedy thereof, such T-Mobile Lessor, in addition to its other remedies pursuant to this Agreement, at law, or in equity, may elect to take appropriate action to repair or replace any aspect of the marking/lighting system, in which case such T-Mobile Lessor shall provide Tower Operator with an invoice for related costs on a monthly basis, which amount shall be paid by Tower Operator to such T-Mobile Lessor, as applicable, within 20 Business Days of Tower Operator's receipt of such invoice.

## **SECTION 25.**

### ***Compliance with Specific FCC Regulations.***

(a) Tower Operator understands and acknowledges that Tower Subtenants are engaged in the business of operating Communications Equipment at each Site. The Communications Equipment is subject to the regulations of the FCC, including regulations regarding exposure by workers and members of the public to the radio frequency emissions generated by T-Mobile Communications Equipment. Tower Operator acknowledges that such regulations prescribe the permissible exposure levels to emissions from the Communications Equipment which can generally be met by maintaining safe distances from such Communications Equipment. To the extent Tower Operator is required to do so under applicable FCC regulations, Tower Operator

shall use commercially reasonable efforts to install, or require the Tower Subtenants to install, at its or their expense, such marking, signage or barriers to restrict access to any Site as Tower Operator deems necessary in order to comply with the applicable FCC regulations with respect to Communications Equipment other than T-Mobile Communications Equipment, and with respect to T-Mobile Communications Equipment, T-Mobile Collocator shall install same. Tower Operator further agrees to post, or to require the Tower Subtenants to post, prominent signage as may be required by applicable Law or by the order of any Governmental Authority at all points of entry to each Site regarding the potential RF emissions, with respect to Communications Equipment other than T-Mobile Communications Equipment, and with respect to T-Mobile Communications Equipment, T-Mobile Collocator shall install same. Tower Operator shall cooperate in good faith with T-Mobile Collocator to minimize any confusion or unnecessary duplication that could result in similar signage being posted with respect to any T-Mobile Communications Equipment at or near any Site in respect of any T-Mobile Collocation Space on such Site.

(b) From and after the Effective Date, each T-Mobile Lessor shall cooperate (and cause its Affiliates to cooperate) with each Tower Subtenant with respect to each Site regarding compliance with applicable FCC regulations.

(c) The Parties acknowledge that T-Mobile Collocator (or an Affiliate thereof) is licensed by the FCC to provide telecommunications services and that the Sites are used to provide those services. Nothing in this Agreement shall be construed to transfer control of any FCC authorization held by T-Mobile Collocator (or an Affiliate thereof) to Tower Operator with respect to telecommunications services provided by T-Mobile Collocator or its Affiliates, to allow Tower Operator to in any manner control the T-Mobile Communications Equipment, or to limit the right of T-Mobile Collocator (or an Affiliate thereof) to take all necessary actions to comply with its obligations as an FCC licensee or with any other legal obligations to which it is or may become subject (subject to the other terms of this Agreement with respect to actions T-Mobile Collocator or its Affiliates may take with respect to a Site).

(d) With respect to any Lease Site or Pre-Lease Site registered with the FCC pursuant to 47 C.F.R §17.7, T-Mobile Parent and T-Mobile Lessors shall ensure and cause the name of the owner of such Site on the FCC registry be changed to the appropriate T-Mobile Lessor.

**SECTION 26.                      *Holding Over.***

If Tower Operator remains in possession of the Included Property of any Site after expiration or termination of the Term as to such Site, then Tower Operator shall be and become a tenant at sufferance, and there shall be no renewal or extension of the Term as to such Site by operation of Law. During any such holdover period with respect to a Site, Tower Operator shall pay monthly rent equal to 150% of all rent and other amounts payable by Tower Subtenants with respect to such Site on a monthly basis. In addition, T-Mobile Collocator shall not be required to pay any T-Mobile Ground Rent, T-Mobile Collocation Rent, T-Mobile Total Rent Amount or any other monthly charge to Tower Operator with respect to the use and occupancy of any Site during the period in which Tower Operator is a holdover tenant.

**SECTION 27.                      *Rights of Entry and Inspection.***

With advance notice in accordance with and only to the extent required under Section 28, each T-Mobile Lessor and its representatives, agents and employees, at T-Mobile Lessor's sole

cost and expense, shall be entitled to enter any Site at all reasonable times (but subject to giving Tower Operator at least one Business Day's prior notice) for the purposes of inspecting such Site, making any repairs or replacements, performing any maintenance, or performing any work on the Site, to the extent required or expressly permitted by this Agreement; provided that none of the T-Mobile Lessors or its representatives, agents and employees may make any repairs or replacements or perform any maintenance, inspection or other work on a Tower, Tower Operator Equipment or on any third party's property. Nothing in this Section 27 shall imply or impose any duty or obligation upon any T-Mobile Lessor to enter upon any Site at any time for any purpose, or to inspect any Site at any time, or to perform, or pay the cost of, any work that Tower Operator is required to perform under any provision of this Agreement, and no T-Mobile Lessor has any such duty or obligation.

**SECTION 28. *Right to Act for Tower Operator.***

In addition to and not in limitation of any other remedy T-Mobile Lessors may have under this Agreement, if Tower Operator fails to make any payment or to take any other action when and as required under this Agreement in order to correct a condition the continued existence of which is imminently likely to cause bodily injury or have a material adverse effect on any Site, then subject to the following sentence, the applicable T-Mobile Lessor may, without demand upon Tower Operator and without waiving or releasing Tower Operator from any duty, obligation or liability under this Agreement, make any such payment or take any such other action required of Tower Operator, in each case in compliance with applicable Law in all material respects and in a manner consistent with the general standard of care in the tower industry. Unless Tower Operator's failure results in or relates to an Emergency, the applicable T-Mobile Lessor shall give Tower Operator at least 10 Business Days' prior written notice of such T-Mobile Lessor's intended action and Tower Operator shall have the right to cure such failure within such 10 Business Day period unless the same is not able to be remedied in such 10 Business Day period, in which event such 10 Business Day period shall be extended; provided Tower Operator has commenced such cure within such 10 Business Day period and continuously prosecutes the performance of the same to completion with due diligence. No prior notice shall be required in the event of an Emergency. The actions that the applicable T-Mobile Lessor may take include the payment of insurance premiums that Tower Operator is required to pay under this Agreement and the payment of Taxes that Tower Operator is required to pay under this Agreement. Each T-Mobile Lessor may pay all incidental costs and expenses incurred in exercising its rights under this Section 28, including reasonable attorneys' fees and expenses, penalties, re-instatement fees, late charges, and interest. An amount equal to 120% of the total amount of the costs and expenses incurred by any T-Mobile Lessor in accordance with this Section 28 shall be due and payable by Tower Operator upon demand and bear interest at the rate of the lesser of (A) the Prime Rate or (B) 10% per annum from the date five days after demand until paid by Tower Operator.

**SECTION 29. *Defaults and Remedies.***

(a) **T-Mobile Lessor Events of Default.** The following events constitute events of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party (as applicable):

(i) In respect of this Agreement, any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party fails to perform any of its obligations under any Ground Lease (other than any obligation assumed by Tower Operator) resulting in a default or breach of such Ground Lease and, after written notice from Tower Operator, fails to cure the breach or default within the applicable



cure period or, if no cure period exists, within 30 days (provided, however, the foregoing shall not constitute an event of default if such T-Mobile Lessor is disputing in good faith the existence of such breach or default, and the Ground Lessor thereunder does not have a right to terminate the Ground Lease during such dispute);

(ii) Any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party violates or breaches any term of this Agreement in respect of any Site, and such T-Mobile Lessor or such T-Mobile Ground Lease Additional Party (as applicable) fails to cure such breach or violation within 30 days of receiving notice thereof from Tower Operator or, if the violation or breach cannot be cured within 30 days (other than a failure to pay money), fails to take steps to cure such violation or breach within such 30 days and act continuously and diligently to complete cure of such violation or breach within a reasonable time; provided that if any such default causes Tower Operator to be in default under any Collocation Agreement existing prior to the Effective Date, the 30 day period referenced above in this Section 29(a)(ii) shall be reduced to such lesser time period as Tower Operator notifies such T-Mobile Lessor in writing that Tower Operator has to comply under such Collocation Agreement.

(iii) A Bankruptcy event occurs with respect to any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party; any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party becomes insolvent or makes an assignment for the benefit of creditors; or any action is brought by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party commences a voluntary proceeding under the federal Bankruptcy Code; or any action or petition is otherwise brought by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or any action is brought against any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party, or is not dismissed within 90 days after the date upon which it was instituted; or any proceeding under the federal Bankruptcy Code is instituted against any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party, and (A) an Order for relief is entered in such proceeding, or (B) such proceeding is consented to or acquiesced in by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party, or is not dismissed within 90 days after the date upon which it was instituted; or if any action or petition is otherwise brought against any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party, or is not dismissed within 90 days after the date upon which it was brought;

(iv) If the lease or pre-lease of any Site to Tower Operator is rejected under Section 365 of the federal Bankruptcy Code; or

(v) The occurrence of any event of default by T-Mobile Collocator under the MPL Site MLA or any Affiliate of T-Mobile Collocator under any Site Lease Agreement related to the MPL Site MLA (which shall be deemed a separate breach hereof and an event of default hereunder).

(b) **Tower Operator Remedies; T-Mobile Cure Rights.**

(i) In addition to the remedies, if any, that may be available to Tower Operator under the MPL Site MLA, upon the occurrence of events of default not cured during the applicable time period for curing the same (whether of the same or different types) (A) by any T-Mobile Lessor, any T-Mobile Ground Lease Additional Party or any Affiliate thereof under Section 29(a) or (B) by T-Mobile Collocator under Section 25(a) of the MPL Site MLA, which defaults hereunder and thereunder are in respect of more than 20% of the Sites, in the aggregate, during any consecutive 5 year period, which results in material harm to the business and operations of Tower Operator with respect to the Sites, and subject to arbitration under Section 29(f) or Section 25(f) of the MPL Site MLA, as applicable (it being understood if a right of arbitration is exercised with respect to whether an "event of default" has occurred under the MPL Site MLA as to any particular "event of default" declared thereunder, such right may not be exercised a second time hereunder as a result of the fact that such "event of default" is also an event of default under Section 29(a)(v) as to any dispute as to whether any event of default has occurred and is continuing), Tower Operator shall have the right to purchase each T-Mobile Lessor's and each T-Mobile Ground Lease Additional Party's right, title and interest in the Purchase Sites for an aggregate purchase price equal to the Default Option Purchase Price for the Purchase Sites by giving T-Mobile Lessors written notice of its exercise of such Purchase Option (which notice shall contain a reasonably specific description of each of such events of default), and such option shall be exercised pursuant to the provisions of Section 20, mutatis mutandis, except that such Purchase Option shall be immediately exercisable (and the exercise thereof shall not be subject to the timing or procedure restrictions set forth in Section 20(a)) and the aggregate Option Purchase Price shall be the Default Option Purchase Price.

(ii) Notwithstanding anything to the contrary contained herein, if any T-Mobile Lessor or a T-Mobile Ground Lease Additional Party is determined to be in default pursuant to Section 29(f), then such T-Mobile Lessor or such T-Mobile Ground Lease Additional Party shall have 20 days following such determination to initiate a cure of such default and so long as such cure is diligently completed, an event of default with respect to such T-Mobile Lessor or such T-Mobile Ground Lease Additional Party shall be deemed not to have occurred.

(c) **Tower Operator Events of Default.** The following events constitute events of default by Tower Operator:

(i) (A) Tower Operator fails to timely pay Ground Rent as provided in Section 4(a) or otherwise fails to perform any obligation assumed by Tower Operator hereunder under any Ground Lease as provided in Section 4(a), resulting in a default or breach of such Ground Lease and, after written notice from T-Mobile Lessors, fails to cure the breach or default within the applicable cure period or, if no cure period exists, within 30 days or (B) Tower Operator otherwise fails to make payment of any amount due under this Agreement and such failure continues for more than 10 days after written notice from T-Mobile Lessors (provided, however, the foregoing shall not constitute an event of default if Tower Operator is disputing in good faith the existence of such breach or default, or, if applicable, the Ground Lessor thereunder does not have a right to terminate the Ground Lease during such dispute);

(ii) Tower Operator violates or breaches any material term of this Agreement in respect of any Site, and Tower Operator fails to cure such breach or violation within 30 days of

receiving notice thereof from T-Mobile Lessors or, if the violation or breach cannot be cured within 30 days (other than a failure to pay money), fails to take steps to cure such violation or breach within such 30 days and act diligently to complete cure of such violation or breach within a reasonable time;

(iii) A Bankruptcy event occurs with respect to Tower Operator; or Tower Operator becomes insolvent or makes an assignment for the benefit of creditors; or any action is brought by Tower Operator seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or Tower Operator commences a voluntary proceeding under the federal Bankruptcy Code; or any action or petition is otherwise brought by Tower Operator seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or any action is brought against Tower Operator seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was instituted; or any Bankruptcy proceeding is instituted against Tower Operator and (A) an Order for relief is entered in such proceeding, or (B) such proceeding is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was instituted; or any action or petition is otherwise brought against Tower Operator seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was brought;

(iv) The leaseback to T-Mobile Collocator or other right by T-Mobile Collocator to use and occupy the T-Mobile Collocation Space is rejected by Tower Operator under Section 365 of the federal Bankruptcy Code; or

(v) The occurrence of any event of default by Tower Operator under the MPL Site MLA (which shall be deemed a separate breach of and an event of default under this Agreement).

Notwithstanding anything to the contrary contained herein, no event of default shall be deemed to occur and exist under this Agreement as a result of a violation or breach by Tower Operator of (i) any term of this Agreement as a result of the occurrence of any Force Majeure, (ii) any term of this Agreement that requires Tower Operator to comply in all respects with any applicable Law (including, for the avoidance of doubt, any applicable Environmental Law) or any Ground Lease if (x) Tower Operator complies with such Law or such Ground Lease, as applicable, in all material respects and (y) no claims, demands, assessments, actions, suits, fines, levies or other penalties have been asserted against or imposed on any T-Mobile Lessor by any Governmental Authority as a result of Tower Operator's non-compliance in all respects with such Law or by the applicable Ground Lessor as a result of Tower Operator's non-compliance in all respects with such Ground Lease or (iii) Section 4(a), Section 11, Section 19, Section 24 or Section 25 if such violation or breach arises out of or relates to any event, condition or occurrence that occurred prior to, or is in existence as of, the Effective Date unless such violation or breach has not been cured on or prior to the first anniversary of the Effective Date; provided, however, that if any T-Mobile Lessor gives Tower Operator notice of any event, condition or occurrence giving rise to an obligation of Tower Operator to repair, maintain or modify a Tower under Section 11(a), or Tower Operator otherwise obtains knowledge thereof, Tower Operator shall remedy such event, condition or occurrence in accordance with its standard protocol and procedures for remedying similar events, conditions or occurrences with respect to its portfolio of telecommunications tower sites (taking

into account whether such event, condition or occurrence is deemed an emergency, a priority or a routine matter in accordance with Tower Operator's then current practices).

(d) **T-Mobile Lessor Remedies.**

(i) Upon the occurrence of any event of default by Tower Operator under Section 29(c)(i) or Section 29(c)(ii) in respect of any Site, T-Mobile Lessors or any applicable T-Mobile Ground Lease Additional Party may terminate this Agreement as to such Site by giving Tower Operator written notice of termination, and this Agreement shall be terminated as to such Site 30 days after Tower Operator's receipt of such termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(ii) Upon the occurrence of any event of default by Tower Operator under Section 29(c)(iii), Section 29(c)(iv) or Section 29(c)(v) (that relates to an event of default by any Tower Operator under Section 25(c)(ii) or Section 25(c)(iii) of the MPL Site MLA), T-Mobile Lessors may terminate this Agreement as to the lease or other use and occupancy of any Sites by Tower Operator by giving Tower Operator written notice of termination; termination with respect to the affected Site shall be effective 30 days after Tower Operator's receipt of such termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(iii) Upon the occurrence of events of default by Tower Operator (excluding those resulting from any default of any T-Mobile Lessor or T-Mobile Collocator or the occurrence of any Force Majeure) not cured by Tower Operator as provided for in Section 29(c) or in Section 25(c) of the MPL Site MLA relating to more than 20% of the Sites, in the aggregate, during any consecutive five-year period, so that the aggregate impact of those uncured defaults results in material harm to the business and operations of T-Mobile Lessors and T-Mobile Collocator, as a collective whole, and subject to arbitration under Section 29(f) and Section 25(f) of the MPL Site MLA, as applicable (it being understood if a right of arbitration is exercised with respect to whether an "event of default" has occurred under the MPL Site MLA as to any particular "event of default" declared thereunder, such right may not be exercised a second time hereunder as a result of the fact that such "event of default" is also an event of default under Section 29(a)(v) as to any dispute as to whether any event of default has occurred and is continuing), T-Mobile Lessors may, upon giving 60 days' prior written notice to Tower Operator, terminate this Agreement as to all Sites (which notice shall contain a reasonably specific description of each of such events of default), and this Agreement shall be terminated as to all Sites at the time designated by T-Mobile Lessors in its notice of termination to Tower Operator.

(iv) Notwithstanding anything to the contrary contained herein, if Tower Operator is determined to be in default pursuant to Section 29(c), then Tower Operator shall have 20 days following such determination to initiate a cure of such default and so long as such cure is diligently completed, an event of default with respect to Tower Operator shall not be deemed to have occurred.

(e) **No Limitation on Remedies.** T-Mobile Lessors or Tower Operator, as applicable, may pursue any remedy or remedies provided in this Agreement or any remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination, including (i) specific performance or other equitable remedies, (ii) money damages arising out of such default or (iii) in the case of Tower Operator's default, T-Mobile Lessors may perform, on behalf of Tower Operator, Tower Operator's obligations under the terms of this Agreement pursuant to Section 28.

(f) **Arbitration.** Notwithstanding anything in this Agreement to the contrary, any Party receiving notice of a default or termination under this Agreement may, within 10 days after receiving the notice, initiate arbitration proceedings to determine the existence of any such default or termination right. These arbitration proceedings shall include and be consolidated with any proceedings initiated after notices delivered at or about the same time under the applicable MPL Site MLA. Such arbitration proceedings shall be conducted in accordance with and subject to the procedures for arbitration set forth in the Master Agreement.

(g) **Remedies Not Exclusive.** Unless expressly provided herein, a Party's pursuit of any one or more of the remedies provided in this Agreement shall not constitute an election of remedies excluding the election of another remedy or other remedies, a forfeiture or waiver of any amounts payable under this Agreement as to the applicable Site by such Party or waiver of any relief or damages or other sums accruing to such Party by reason of the other Party's failure to fully and completely keep, observe, perform, satisfy and comply with all of the agreements, terms, covenants, conditions, requirements, provisions and restrictions of this Agreement.

(h) **No Waiver.** Either Party's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. No waiver by either Party of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of either Party to pursue or exercise any of its powers, rights or remedies or to insist upon strict and exact compliance by the other Party with any agreement, term, covenant, condition, requirement, provision or restriction of this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver by either Party of the right to demand strict and exact compliance with the terms and conditions of this Agreement. Except as otherwise provided herein, any termination of this Agreement pursuant to this Section 29, or partial termination of a Party's rights hereunder, shall not terminate or diminish any Party's rights with respect to the obligations that were to be performed on or before the date of such termination.

### **SECTION 30. *Quiet Enjoyment.***

Each T-Mobile Lessor covenants that Tower Operator shall, subject to the terms and conditions of this Agreement, peaceably and quietly hold and enjoy the Included Property of each Lease Site and shall have the right provided herein to operate each Managed Site during the Term thereof without hindrance or interruption from such T-Mobile Lessor, any Party comprising T-Mobile or any other T-Mobile Group Member.

### **SECTION 31. *No Merger.***

There shall be no merger of this Agreement or any subleasehold interest or estate created by this Agreement in any Site with any superior estate held by a Party by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, both the subleasehold interest or estate created by this Agreement in any Site and such superior estate; and this Agreement shall not be terminated, in whole or as to any Site, except as expressly provided in this Agreement. Without limiting the generality of the foregoing provisions of this Section 31, there shall be no merger of the subleasehold interest or estate created by this Agreement in Tower Operator in any Site with

any underlying fee interest that Tower Operator may acquire in any Site that is superior or prior to such subleasehold interest or estate created by this Agreement in Tower Operator.

**SECTION 32. Broker and Commission.**

(a) All negotiations in connection with this Agreement have been conducted by and between T-Mobile Lessors and Tower Operator and their respective Affiliates without the intervention of any Person or other party as agent or broker other than TAP Advisors and Deutsche Bank (the "**Financial Advisors**"), which are advising T-Mobile Parent in connection with this Agreement and related transactions and which shall be paid solely by T-Mobile Parent.

(b) Each T-Mobile Lessor and Tower Operator warrants and represents to the other that there are no broker's commissions or fees payable by it in connection with this Agreement by reason of its respective dealings, negotiations or communications other than the advisor's fees payable to the Financial Advisors which shall be payable by T-Mobile Parent.

**SECTION 33. Recording of Memorandum of Site Lease Agreement; Preparation and Amendment to the Site Lease Agreement.**

(a) Subject to the applicable provisions of the Master Agreement, for each Lease Site, following the execution of this Agreement or after any Conversion Closing, each T-Mobile Lessor and Tower Operator shall each have the right, at its sole cost and expense, to cause a Memorandum of Site Lease Agreement to be filed in the appropriate County property records (unless the Ground Lease for any applicable Lease Site prohibits such recording) to provide constructive notice to third parties of the existence of this Agreement and shall promptly thereafter provide or cause to be provided in electronic form a recorded copy of same to the other Party.

(b) In addition to and not in limitation of any other provision of this Agreement, the Parties shall have the right to review and make corrections, if necessary, to any and all exhibits to this Agreement or to the applicable Memorandum of Site Lease Agreement. After making such corrections, the Party that recorded the Memorandum of Site Lease Agreement shall re-record such Memorandum of Site Lease Agreement to reflect such corrections, at the sole cost and expense of the Party that requested such correction, and shall promptly provide in electronic form a recorded copy of same to the other Party.

**SECTION 34. Tax Indemnities.**

(a) **Income Tax Indemnity.**

(i) **Tax Assumptions.** In entering into this Agreement and related documents, the T-Mobile Group has made the following assumptions regarding the characterization of the transactions contemplated under this Agreement for federal income Tax purposes (the "**Tax Assumptions**"):

(A) For federal income Tax purposes, this Agreement shall be treated as a "true lease" with respect to all of the Included Property, the members of the T-Mobile Group shall be treated, directly or indirectly through one or more entities that are classified as partnerships or disregarded entities for federal income Tax purposes, as the owners and sublessors of the Included Property, and Tower Operator shall be treated (or, if Tower

Operator is a disregarded entity for federal income Tax purposes, the entity treated as the owner of Tower Operator for federal income Tax purposes) as the lessee of the Included Property;

(B) Following the execution of this Agreement, the T-Mobile Group shall be entitled to deduct, pursuant to Section 168(b) of the Code, depreciation deductions with respect to the T-Mobile Group's adjusted Tax basis in the Included Property using the same depreciation method(s) as in effect immediately before the execution of this Agreement ("**Federal Depreciation Deductions**");

(C) Prepaid Rent and Pre-Lease Rent with respect to each Site shall be paid under a single lease subject to Section 467 of the Code and shall be characterized in part as a loan under Section 467 of the Code and Treasury Regulations issued under such section and the T-Mobile Group shall be entitled to deduct interest attributable thereto with respect to each Site as set forth in Exhibit D; and

(D) The only amounts that any T-Mobile Group Member shall be required to include in gross income with respect to the transactions contemplated by this Agreement and related documents shall be (1) Rent and Pre-Lease Rent as it accrues as rent in accordance with the terms of this Agreement and the application of Section 467 of the Code and Treasury Regulations issued under such section and as set forth in Exhibit D with respect to each Site; (2) any indemnity (including any gross up) pursuant to this Agreement; (3) any amounts paid or otherwise recognized pursuant to a voluntary sale or other disposition by any T-Mobile Group Member (other than a sale or disposition attributable to a default by Tower Operator or the exercise of remedies by any T-Mobile Lessor or T-Mobile or its Affiliates under this Agreement) of any Included Property, it being understood for these purposes that a sale or disposition that may be deemed to have occurred on the Effective Date is not a sale; (4) proceeds upon Tower Operator's exercise of the Purchase Option pursuant to Section 20; (5) any costs and expenses of any T-Mobile Lessor or T-Mobile (and any interest thereon) paid or reimbursed by Tower Operator pursuant to this Agreement; (6) income attributable to the reversion of Modifications made by Tower Operator to any T-Mobile Lessor at the end of the Term; (7) amounts expressly identified as interest in the Agreement and payable to any T-Mobile Lessor or any T-Mobile Group Member; and (8) any other amount to the extent such item of income results in an equal and offsetting deduction in the same taxable year.

(ii) **Tower Operator's Representations and Covenants.** Tower Operator hereby represents and covenants to each T-Mobile Group Member as follows:

(A) Tower Operator, any Affiliate of Tower Operator, any assignee or sublessee of Tower Operator and any user (other than any T-Mobile Lessor or T-Mobile or its Affiliates) of any portion of the Included Property shall not claim depreciation deductions as the owner of any of the Included Property for federal income Tax purposes during the Term (and thereafter unless Tower Operator purchases such property pursuant to Section 20), with respect to such Included Property or portion of such Included Property, except with respect to Modifications financed by Tower Operator or such assignee, sublessee, or other user, nor shall they take any other action in connection with filing a Tax return, make any public statement or otherwise undertake any action which would be inconsistent with (i) the treatment of the T-Mobile Group Members as the direct or indirect owners and lessors of the Included Property for federal income Tax purposes, (ii) the Tax Assumptions or (iii) Section 10 and Exhibit D.

(B) None of the Included Property shall constitute “tax-exempt use property” as defined in Section 168(h) of the Code other than solely as a result of use by any T-Mobile Lessor, T-Mobile or its Affiliates and any other Person that is a Tower Subtenant as of the date of the Master Agreement;

(C) On the Effective Date, no Modifications to any of the Included Property shall be required in order to render any of the Included Property complete for its intended use by Tower Operator except for ancillary Severable Modifications that are customarily selected and furnished by lessees of property similar in nature to the Included Property;

(D) Tower Operator has no current plan or intention of making any Modification or repair with respect to any of the Included Property that would not be treated as severable improvements or permitted non-severable improvements within the meaning of Rev. Proc. 2001-28, 2001-1 C.B. 1156;

(E) Tower Operator has no current plan or intention of making any Modification or repair with respect to any of the Included Property the value of which as of the end of the Term with respect to such Included Property would compel Tower Operator to exercise any of the Purchase Options under Section 20; and

(F) Tower Operator is not legally obligated or economically compelled to exercise any of the Purchase Options provided in Section 20 and Tower Operator has not decided whether it shall exercise any of the Purchase Options provided in Section 20, and it has no plans to enter into or incur such obligation or to make such decision in the immediate future.

(iii) Indemnity for Tax Losses.

(A) If, as a result of:

(1) the inaccuracy of any representation of Tower Operator, or the breach of any covenant of Tower Operator, set forth in the Transaction Documents;

(2) the failure by Tower Operator to perform any act required of it under any of the Transaction Documents;

(3) any disposition of Included Property in connection with a default by Tower Operator or the exercise of remedies under this Agreement; or

(4) the bankruptcy, insolvency or other proceeding for the relief of debtors of Tower Operator or any Affiliate thereof.

any T-Mobile Group Member (each a “**Tax Indemnitee**”) shall not claim on the relevant income Tax return based upon a written opinion from independent tax counsel reasonably acceptable to Tower Operator (setting forth in reasonable detail the facts and analysis upon which such opinion is based) that there is no reasonable basis (as defined in Treasury Regulation §1.6662-3(b)(3) as in effect from time to time) for claiming all or any portion of the Federal Income Tax Benefits, shall lose the right to claim all or any portion of the Federal Income Tax Benefits, shall suffer a loss of, disallowance of, or delay in obtaining all or any portion of the Federal Income Tax Benefits, or shall be required to recapture all or any portion of the Federal Income Tax Benefits, or any Tax Indemnitee shall suffer an Inclusion (any such event being referred to as a “**Tax Event**”), then, in any taxable year in which a Tax Indemnitee suffers a Tax Loss as a result of the Tax Event, Tower Operator



shall pay to such Tax Indemnitee, at the time specified below, as an indemnity the amount of the Tax Loss for such taxable year. Subject to other adjustments required by this Section 34(a)(iii)(A), the “**Tax Loss**” for a taxable year shall equal the sum of (i) the excess of the actual additional federal and state income Taxes payable by the Tax Indemnitee (or its consolidated or affiliated group as applicable) for the taxable year, taking into account the Tax Event, over such Taxes that would have been payable in the absence of the Tax Event, (ii) any interest, penalties and additions to Tax actually payable by the Tax Indemnitee as a result of the Tax Event, and (iii) an additional gross-up amount so that the Tax Indemnitee is made whole on an after-Tax basis for its liabilities described in clause (i) and (ii), taking into account the income Taxes it actually pays on the payments it receives under this sentence, including those under this clause (iii). Tower Operator shall not be required to make any payment under this Section 34(a)(iii)(A) earlier than, (a) in the case of a Tax Loss that is not being contested pursuant to Section 34(d), the date such Tax Indemnitee (or the common parent of the consolidated group in which it is a member, as the case may be) files the applicable federal income Tax return, estimated or final as the case may be, which would first properly reflect the additional federal income Tax that would be due as a result of the Tax Loss, (b) in the case of a Tax Loss that is being contested pursuant to Section 34(d), 30 days after the date on which a Final Determination is made (or as otherwise provided in Section 34(d)) and (c) 20 days after the receipt by Tower Operator of a written demand from or on behalf of the Tax Indemnitee describing in reasonable detail the Tax Loss and the computation of the amount payable (a “**Tax Indemnity Notice**”). For the avoidance of doubt, a Tax Event may give rise to a Tax Loss in a future taxable year (e.g., if the Tax Indemnitee has a net operating loss in the year of the Tax Event and the loss could have been carried forward and used against unrelated income in the future year had it not been absorbed in the year of the Tax Event as a result of the Tax Event). If a Tax Indemnitee claims a Tax Loss in a particular taxable year on a Tax Indemnity Notice and Tower Operator indemnifies the Tax Indemnitee accordingly, and it is later determined that the Tax Indemnitee did not have a Tax Loss, or had a smaller Tax Loss, in such taxable year (e.g., as a result of an audit adjustment or a net operating loss carryback to such taxable year), the Tax Indemnitee shall reimburse Tower Operator so as to put the parties in the position they would have been in on the basis of the actual Tax Loss.

(B) **Verification of Calculations.** Tower Operator may timely request that any Tax Indemnity Notice be verified by a nationally recognized independent accounting firm or a lease advisory firm selected by Tower Operator and reasonably acceptable to such Tax Indemnitee. Such verification shall be at Tower Operator's expense unless such accounting firm determines that the amount payable by Tower Operator is more than five percent less than the amount shown on the Tax Indemnity Notice, in which event the Tax Indemnitee shall pay such costs. In order to enable such independent accountants to verify such amounts, the Tax Indemnitee shall provide to such independent accountants (for their confidential use and not to be disclosed to Tower Operator or any other person) all information reasonably necessary for such verification.

(iv) **Exceptions.** Notwithstanding any provision of this Section 34(a) to the contrary (other than with respect to the loss of Tax Savings for which a T-Mobile Group Member has reimbursed or credited Tower Operator under Section 34(c), in which case only the exceptions listed in clauses (C), (F) and (G) shall apply), Tower Operator shall not be required to make any payment to any Tax Indemnitee in respect of any Tax Loss to the extent that any such Tax Loss occurs as a result of one or more of the following:

(C) Other than as a result of an event or circumstance described in Section 34(a)(iii), the determination that this Agreement is not a “true lease” for federal income Tax purposes or that the members of the T-Mobile Group, directly or indirectly through one or more entities that are classified as partnerships or disregarded entities for federal income tax purposes, are not the owners or sublessors of the Included Property, or that Section 467 of the Code does not apply to this Agreement in accordance with its terms;

(D) The voluntary sale, assignment, transfer or other disposition or the involuntary sale, assignment, transfer or other disposition attributable to the bankruptcy, insolvency or the breach of any covenant or obligation of the Tax Indemnitee set forth in the Transaction Documents of or by any such Tax Indemnitee or any of its Affiliates, in either case, of any of the Included Property or portion of such Included Property by any such Tax Indemnitee or any of its Affiliates other than a sale, assignment, transfer or disposition (1) contemplated by the Transaction Documents or to or at the request of Tower Operator; (2) otherwise resulting from the exercise by any T-Mobile Group Member of its rights or performance of its obligations under the Transaction Documents; or (3) in connection with a default by Tower Operator or exercise of remedies under this Agreement;

(E) The gross negligence or willful misconduct of such Tax Indemnitee;

(F) Penalties, interest or additions to Tax to the extent based upon issues unrelated to the transactions contemplated by this Agreement and related documents;

(G) Tower Operator's exercise of the Purchase Option provided in Section 20 or Section 29(b)(i);

(H) The failure by the T-Mobile Group or any T-Mobile Group Member timely or properly to claim any Federal Income Tax Benefits or to exclude income on the appropriate Tax return other than in accordance with Section 34(a)(iii);

(I) Any failure of the Tax Indemnitee to have taken all the actions, if any, required of it by Section 34(d) to contest the Loss and such failure materially prejudices the ability to contest, and Tower Operator had a reasonable basis for such contest;

(J) Any change in the Code enacted, adopted or promulgated on or after the date of the Master Agreement; provided that this exclusion shall not apply to any substitution or replacement of any Included Property after a change in Law;

(K) The failure of the T-Mobile Group, or any single T-Mobile Group Member, to have sufficient income or Tax liability to benefit from the Federal Income Tax Benefits (it being understood that except as provided herein, this exclusion shall not affect the amount of any indemnity to which an Indemnitee would otherwise be entitled);

(L) The inclusion of income by a T-Mobile Group Member as a result of the reversion of Modifications made by Tower Operator to any T-Mobile Lessor at the end of the Term;

(M) Other than as a result of an event or circumstance described in Section 34(a)(iii), a determination that T-Mobile is not holding the Included Property in the

ordinary course of a trade or business or that T-Mobile did not enter into the transactions contemplated by the Transaction Documents for profit;

(N) The existence of, or any consequence of, the prepayment of the Rent, or the application of Section 467 of the Code or the Treasury regulations promulgated thereunder; provided that the Tower Operator makes all payments when due and accrues all rental expense in accordance with the Proportional Rent as set forth in Exhibit D and provided, further, that this exclusion shall not apply to the entry into a New Lease under Section 21 following the default or breach by Tower Operator;

(O) Any Tax election or Tax Position by a T-Mobile Group Member that is inconsistent with the Tax Assumptions to the extent of a resulting increase in the Tower Operator's indemnity obligations hereunder;

(P) A Tax Loss with respect to any period occurring (1) before the Term with respect to a Site, (2) after (and not simultaneously with) the expiration or earlier termination of the Term with respect to a Site or (3) after (and not simultaneously with) the return to T-Mobile of the Included Property related to a Site, in each case other than interest, fines, penalties and additions to Tax resulting from a Tax Loss that would not be excluded under this clause (N); and

(Q) The breach or inaccuracy of any representation, warranty or covenant by any T-Mobile Group Member in any of the Transaction Documents (except to the extent such breach or inaccuracy is attributed to a breach or inaccuracy of any representation, warranty or covenant of Tower Operator or an Affiliate under the Transaction Documents).

(b) **General Tax Indemnity.**

(i) Tower Operator agrees to pay and to indemnify, protect, defend, save, and keep harmless each T-Mobile Group Member on an after-Tax basis, from and against any and all Taxes for which Tower Operator is responsible under Section 22.

(ii) **Exclusions from General Tax Indemnity.** The provisions of Section 22 and Section 34(b)(i) shall not apply to, and Tower Operator shall have no responsibility under Section 22 and no liability under Section 34(b)(i) with respect to:

(A) Taxes on any T-Mobile Group Member imposed on any such member that are franchise Taxes, privilege Taxes, doing business Taxes or Taxes imposed on, based on or measured by gross or net income, receipts, capital or net worth of any such member which are imposed by any state, local or other taxing authority within the United States or by any foreign or international taxing authority (in each case, other than Taxes that are or are in the nature of or in lieu of, sales, use, rental, property, stamp, document filing, license or ad valorem Taxes);

(B) Taxes imposed by any jurisdiction on any T-Mobile Group Member solely as a result of its activities in such jurisdiction unrelated to the transactions contemplated by this Agreement and related documents;

(C) Taxes on any T-Mobile Group Member that would not have been imposed but for the willful misconduct or gross negligence of any such member or an Affiliate of any T-Mobile Group Member or the inaccuracy or breach of any representation, warranty, or covenant of such Tax Indemnitee or any of its Affiliates under the Transaction Documents (except to the extent such inaccuracy or breach is attributed to an inaccuracy or breach of any representation, warranty or covenant of Tower Operator or an Affiliate under the Transaction Documents);

(D) Taxes that are attributable to any period or circumstance occurring before the Term with respect to a Site or after the expiration or earlier termination of such Term, except to the extent attributable to (1) a failure of Tower Operator or any of its transferees or sublessees or users of the Included Property (other than the T-Mobile Lessors or T-Mobile or its Affiliates) to fully discharge its obligations under this Agreement and related documents, (2) Taxes imposed on or with respect to any payments that are due after the expiration or earlier termination of the Term with respect to a Site and that are attributable to a period or circumstance occurring during such Term, or (3) the entry into a New Lease under Section 21 following the default or breach by Tower Operator;

(E) Any Tax that is being contested in accordance with the provisions of Section 34(d) during the pendency of such contest, but only for so long as such contest is continuing in accordance with Section 34(d) and payment is not otherwise required pursuant to Section 34(d);

(F) Taxes imposed on a Tax Indemnitee that would not have been imposed but for any act of such Tax Indemnitee (or any Affiliate thereof) that is expressly prohibited, or omission of an act that is expressly required, as the case may be, by any Transaction Document;

(G) Taxes that would not have been imposed but for any voluntary sale, assignment, transfer, pledge or other disposition or hypothecation or the involuntary sale, assignment, transfer or other disposition attributable to the Bankruptcy, insolvency or the breach of any covenant or obligation of the Tax Indemnitee set forth in the Transaction Documents of or by any such Tax Indemnitee, in either case, of any of the Included Property or portion of such Included Property by any such Tax Indemnitee other than a sale, assignment, transfer, or disposition (1) contemplated by the Transaction Documents or to or at the request of Tower Operator, (2) otherwise resulting from the exercise by any T-Mobile Group Member of its rights or performance of its obligations under the Transaction Documents or (3) in connection with a default by Tower Operator or exercise of remedies under this Agreement;

(H) Taxes imposed on a Tax Indemnitee that would not have been imposed but for such Tax Indemnitee's (or Affiliate's) breach of its contest obligations under Section 34(d) (but only to the extent such breach materially prejudices the Tower Operator's ability to contest such Taxes or results in an increase in the amount of Tower Operator's indemnification obligation hereunder);

(I) Taxes imposed on a Tax Indemnitee in the nature of interest, penalties, fines and additions to Tax to the extent based upon issues unrelated to the transactions contemplated by the Transaction Documents;

(J) Taxes imposed on any T-Mobile Group Member that are United States federal, state or local net income Taxes of any such member;

(K) Taxes imposed in connection with or as a result of the leasing or use of the T-Mobile Collocation Space by T-Mobile or its Affiliates or the payment or accrual of the T-Mobile Collocation Rent; or

(L) Taxes to the extent that they are not the responsibility of Tower Operator as described in Section 20(e) or Section 22 without regard to this subsection.

The provisions of this Section 34(b)(ii) shall not apply to any Taxes imposed in respect of the receipt or accrual of any indemnity payment made by Tower Operator on an after-Tax basis and, for purposes of the last sentence of Section 34(c), shall apply only with respect to the exclusions in clauses (C), (F) and (H).

(iii) **Reports.** If any report, return, certification or statement is required to be filed with respect to any Tax that is the responsibility of Tower Operator under Section 22 or is subject to indemnification under this Section 34(b), Tower Operator shall timely prepare and file the same to the fullest extent permitted by applicable Law (except for (A) any report, return or statement relating to any net income Taxes or, (B) any report, return or statement relating to any other Taxes not subject to indemnity under Section 34(b)(ii) or any Taxes in lieu of or enacted in substitution for any of the foregoing, except that, in such cases, Tower Operator shall timely provide appropriate information necessary to file such report, return or statement, (C) any report, return or statement relating to Property Taxes or (D) any other report, return, certification or statement that any T-Mobile Group Member has notified Tower Operator that such member intends to prepare and file); provided, however, that any T-Mobile Group Member shall have furnished Tower Operator, at Tower Operator's expense, with such information reasonably necessary to prepare and file such returns as is within such member's control. Tower Operator shall either file such report, return, certification or statement and send a copy of such report, return, certification or statement to the member, or, where not so permitted to file, shall notify the member of such requirement within a reasonable period of time prior to the due date for filing (without regard to any applicable extensions) and prepare and deliver such report, return, certification or statement to the member. In addition, within a reasonable time prior to the time such report, return, certification or statement is to be filed, Tower Operator shall, to the fullest extent permitted by applicable Law, cause all billings of such Taxes to be made to each T-Mobile Group Member in care of Tower Operator, make such payment and furnish written evidence of such payment. Each Party shall furnish promptly upon written request such data, records and documents as the other Party may reasonably require of such Party to enable the other Party to comply with requirements of any taxing authority arising out of such other Party's participation in the transactions contemplated by this Agreement and related documents.

(iv) **Payments.** Any Tax for which Tower Operator is responsible under Section 22 or any Tax indemnified under this Section 34(b) shall be paid by Tower Operator directly when due to the applicable taxing authority if direct payment is permitted, or shall be reimbursed to the appropriate T-Mobile Group Member on demand if paid by such member in accordance herewith. Property Taxes shall be paid in accordance with Section 22(c). Except as explicitly provided in Section 22 or as otherwise provided in this Section 34(b), all amounts payable to a T-Mobile Group Member under Section 22 or this Section 34 shall

be paid promptly in immediately available funds, but in no event later than the later of (i) 10 Business Days after the date of such demand or (ii) 2 Business Days before the date the Tax to which such amount payable relates is due or is to be paid, provided that such amount shall only be payable after the applicable T-Mobile Group Member provides Tower Operator with a written statement describing in reasonable detail the Tax and the computation of the amount payable. Such written statement shall, at Tower Operator's request, as long as payment is not delayed, be verified by a nationally recognized independent accounting firm selected by Tower Operator. Such verification shall be at Tower Operator's expense unless the accounting firm determines that the amount payable by Tower Operator is more than five percent less than the amount shown on such written statement, in which event, the applicable T-Mobile Group Member shall pay such costs. In the case of a Tax subject to indemnification under this Section 34(b) which is properly subject to a contest in accordance with Section 34(d), Tower Operator (i) shall be obligated to make any advances with respect to such Tax whenever required under Section 34(d) and (ii) shall pay such Tax (in the amount finally determined to be owing in such contest) on an after-Tax basis prior to the latest time permitted by the relevant taxing authority for timely payment after a final determination.

(c) **Tax Savings.** If, by reason of any payment made, or any Tax Event or other event giving rise to such payment, to or for the account of any Tax Indemnitee by Tower Operator pursuant to Section 34(a) or Section 34(b) of this Agreement or Section 2.11(a) of the Master Agreement (a "**Triggering Event**"), such Tax Indemnitee realizes a Tax Savings in any taxable year which was not taken into account previously in computing such payment by Tower Operator to or for the account of the Tax Indemnitee, then the Tax Indemnitee shall promptly pay to Tower Operator an amount equal to such Tax Savings. The "**Tax Savings**" in a taxable year shall be (i) the actual federal and state income Taxes that would have been payable by the Tax Indemnitee (or its consolidated or affiliated group as applicable) for the taxable year in the absence of the Triggering Event, over such Taxes that are actually payable for such taxable year taking such Triggering Event into account, (ii) any interest actually received by the Tax Indemnitee as a result of a refund of tax relating to a Triggering Event, and (iii) an additional gross-up amount to reflect the amount of any additional reduction in Taxes of the Tax Indemnitee attributable to payments made by the Tax Indemnitee pursuant to this sentence, including this clause (iii). However, the Tax Indemnitee shall not be obligated to make such payment to the extent that the amount of such payment would exceed the excess of (x) all prior related indemnity payments (excluding costs and expenses incurred with respect to contests) made by Tower Operator over (y) the amount of all prior related indemnity payments by the Tax Indemnitee to Tower Operator; provided, that any such excess Tax Savings realized (or deemed realized) by such Tax Indemnitee which are not paid to Tower Operator as a result of this sentence shall be carried forward and reduce Tower Operator's obligations to make subsequent related indemnity payments to such Tax Indemnitee pursuant to this Section 34. For the avoidance of doubt, a Triggering Event may give rise to a Tax Savings in a past or future taxable year (e.g., if the Triggering Event caused or increased a net operating loss in the year of the Triggering Event and such loss is carried back or forwards and results in a reduction in Tax liability in a different taxable year). If a Tax Indemnitee pays or credits Tower Operator in respect of a Tax Savings in a particular taxable year, and it is later determined that the Tax Indemnitee did not have a Tax Savings, or had a smaller Tax Savings, in such taxable year (e.g., as a result of an audit adjustment or a net operating loss carryback to such taxable year), such lost or otherwise unavailable Tax Savings shall be treated as a Tax for which Tower Operator must indemnify the Tax Indemnitee pursuant to Section 34(a) or Section 34(b), as the case may be.

(d) **Contest Rights.** In the event that any Tax Indemnitee receives any written notice of any potential claim or proposed adjustment against such Tax Indemnitee that would result in a Tax Loss or a Tax against which Tower Operator may be required to indemnify pursuant to Section 34(a) or Section 34(b) (a "**Tax Claim**"), such Tax Indemnitee shall promptly notify Tower Operator of the claim and provide Tower Operator with information relevant to such claim; provided that the failure by the Tax Indemnitee to provide any such information shall not be treated as a failure to comply with this Section 34(d) except to the extent that the failure prejudices the conduct of such contest. With respect to Taxes indemnified under Section 34(b), Tower Operator shall control the contest at Tower Operator's expense. With respect to Taxes indemnified under Section 34(a), the Tax Indemnitee shall control the contest at Tower Operator's expense but shall consult with Tower Operator in good faith, but Tower Operator may require the Tax Indemnitee to contest such Tax Claim unless the Tax Indemnitee has waived its right to indemnification for the Tax payment that is being contested. The Tax Indemnitee is not obligated to contest any Tax Claim that requires payment of the Tax as a condition to pursuing the contest unless Tower Operator has loaned, on an interest-free basis, sufficient funds to the Tax Indemnitee to pay the Tax and any interest or penalties due on the date of payment, and has fully indemnified the Tax Indemnitee for any adverse Tax consequences resulting from such advance. The Tax Indemnitee shall not make, accept or enter into a settlement or other compromise with respect to any Taxes that the Tower Operator has the right to contest under this Agreement without the prior written consent of Tower Operator unless the Tax Indemnitee has waived its right to indemnification for the Tax payment that is being contested. The Tax Indemnitee shall not be required to appeal any adverse decision of the United States Tax Court, a Federal District Court or any comparable trial court unless (i) Tower Operator shall have furnished to the Tax Indemnitee an opinion of a nationally recognized, independent tax counsel chosen by Tower Operator and reasonably acceptable to the Tax Indemnitee, to the effect that there is substantial authority for the position to be asserted in appealing the matter in question, (ii) Tower Operator is paying the reasonable costs of such appeal and (iii) the Tax Indemnitee is otherwise required by this Section 34(d) to contest the Taxes at issue hereunder. T-Mobile Collocator shall cause its Affiliates to comply with their obligations under this Section 34(d).

(e) **Tax Records.** T-Mobile Lessors, T-Mobile and Tower Operator agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Sites (including access to books and records) as is reasonably necessary for Tax purposes. T-Mobile Lessors, T-Mobile and Tower Operator shall retain all books and records with respect to Taxes indemnifiable under Section 34(a) or Section 34(b) or payable under Section 22 pertaining to the Sites for a period of at least seven years following the close of the taxable year to which the information relates, or 60 days after the expiration of any applicable statute of limitations, whichever is later. At the end of such period, each Party shall provide the other with at least 60 days' prior written notice before destroying any such books and records, during which period the Party receiving such notice can elect to take possession, at its own expense, of any books and records reasonably required by such Party for Tax purposes. T-Mobile Lessors, T-Mobile and Tower Operator shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Sites.

(f) **Netting of Losses; Tax Treatment.** All payments made pursuant to this Section 34 shall, to the fullest extent permitted by applicable Law, be treated for all Tax purposes (to the extent such treatment is consistent with the rent allocations made for purposes of Section 467 of the Code pursuant to Section 10 of this Agreement) as adjustments to the Rent and Pre-Lease Rent. The amount of any claim under this Section 34 shall take into account any amounts actually

recovered by the indemnitee pursuant to any indemnification by, or indemnification agreement with, any Ground Lessor.

(g) **Post Purchase Option.** In the event that Tower Operator acquires any T-Mobile Lessor's or any T-Mobile Ground Lease Additional Party's interest in any Site after the exercise of any Purchase Option under Section 20 or Section 29(b) of this Agreement, Tower Operator shall be liable for all Taxes (including all Landlord Reimbursement Taxes) with respect to such Site with respect to all periods after the exercise of the Purchase Option with respect to such Site (the "**Post-Exercise Period**"). In the event that Tower Operator has been appointed, in perpetuity, as the exclusive operator of the Included Property of such Site in accordance with Section 20(h), Tower Operator agrees to pay and to indemnify, protect, defend, save and keep harmless each T-Mobile Group Member from and against any and all Taxes payable with respect to such Site with respect to the Post-Exercise Period; provided, however, that (i) the contest provisions set forth in Section 34(d) shall apply to indemnified Taxes with respect to such Site and (ii) Tower Operator shall not be required to indemnify for any gross-up for Taxes payable by any T-Mobile Group Member on any payments received under this paragraph. If a Tax for which Tower Operator is responsible under this Section 34(g) (for which Tower Operator was not responsible prior to the Post-Exercise Period) is not calculated or assessed on the basis of a time period, such Tax shall be prorated using a fair and equitable proration method that considers, among other things, the basis upon which such Taxes are assessed. Nothing in this Section 34(g) shall affect any liability for Taxes with respect to any Site prior to the exercise of a Purchase Option with respect to such Site or any liability for Taxes that any T-Mobile Group Member has under the MPL Site MLA.

(h) **Survival.** The agreements and indemnities contained in this Section 34 shall survive the termination of this Agreement with respect to any Site.

### **SECTION 35. *Damage to the Site, Tower or the Improvements.***

(a) If there occurs a casualty that damages or destroys all or a Substantial Portion of any Site, then within 60 days after the date of the casualty, Tower Operator shall notify the applicable T-Mobile Lessor in writing as to whether the Site is a Non-Restorable Site, which notice shall specify in detail the reasons for such determination by Tower Operator, and if such Site is not a Non-Restorable Site (a "**Restorable Site**") the estimated time, in Tower Operator's reasonable judgment, required for Restoration of the Site (a "**Casualty Notice**"). If Tower Operator fails to give Casualty Notice to the applicable T-Mobile Lessor within such 60-day period, the affected Site shall be deemed to be a Restorable Site. If the applicable T-Mobile Lessor or the applicable T-Mobile Ground Lease Additional Party disagrees with any determination of Tower Operator in the Casualty Notice that the Site is a Non-Restorable Site, such Party may institute arbitration proceedings to determine any such matter in the manner described in Section 29(f). If such Site is a Non-Restorable Site, then either Tower Operator or the applicable T-Mobile Lessor or the applicable T-Mobile Ground Lease Additional Party, as applicable, shall have the right to terminate this Agreement as to such Site by written notice to the other Party (given within the time period required below), whereupon the Term as to such Site shall automatically expire as of the date of such notice of termination. Any such notice of termination shall be given not later than 30 days after receipt of the Casualty Notice (or after final determination that the Site is a Non-Restorable Site if arbitration is instituted as provided above). In all instances Tower Operator shall have the sole right to retain all insurance Proceeds related to a Non-Restorable Site.



(b) If there occurs, as to any Site, a casualty that damages or destroys (i) all or a Substantial Portion of such Site and the Site is a Restorable Site, or (ii) less than a Substantial Portion of any Site, then Tower Operator, at its sole cost and expense, shall promptly commence and diligently prosecute to completion, within a period of 60 days after the date of the damage, the adjustment of Tower Operator's insurance Claims with respect to such event and, thereafter, promptly commence, and diligently prosecute to completion, the Restoration of the Site. The Restoration shall be carried on and completed in accordance with the provisions and conditions of this Section 35.

(c) If Tower Operator is required to restore any Site in accordance with Section 35(b), all Proceeds of Tower Operator's insurance Claims with respect to the related casualty shall be held by Tower Operator or the Tower Operator Lender and applied to the payment of the costs of the Restoration and shall be paid out from time to time as the Restoration progresses. Any portion of the Proceeds of Tower Operator's insurance applicable to a particular Site remaining after final payment has been made for work performed on such Site may be retained by and shall be the property of Tower Operator. If the cost of Restoration exceeds the Proceeds of Tower Operator's insurance, Tower Operator shall pay the excess cost.

(d) Without limiting Tower Operator's obligations under this Agreement in respect of a Site subject to a casualty, the T-Mobile Collocator's rights and obligations in respect of a Site subject to a casualty are as set forth in the MPL Site MLA.

(e) The Parties acknowledge and agree that this Section 35 is in lieu of and supersedes any statutory requirements under the laws of any State applicable to the matters set forth in this Section 35.

## **SECTION 36.**

### ***Condemnation.***

(a) If there occurs a Taking of all or a Substantial Portion of any Site, other than a Taking for temporary use, then Tower Operator shall have the right to terminate this Agreement as to such Site by providing written notice to T-Mobile Lessors and T-Mobile Collocator within 30 days of the occurrence of such Taking, whereupon the Term shall automatically expire as to such Site, as of the earlier of (i) the date upon which title to such Site, or any portion of such Site, is vested in the condemning authority, or (ii) the date upon which possession of such Site or portion of such Site is taken by the condemning authority, as if such date were the Site Expiration Date as to such Site, and each Party shall be entitled to prosecute, claim and retain the entire Award attributable to its respective interest in such Site under this Agreement.

(b) If there occurs a Taking of less than a Substantial Portion of any Site, then this Agreement and all duties and obligations of Tower Operator under this Agreement in respect of such Site shall remain unmodified, unaffected and in full force and effect. Tower Operator shall promptly proceed with the Restoration of the remaining portion of such Site (to the extent commercially feasible) to a condition substantially equivalent to its condition prior to the Taking. Tower Operator shall be entitled to apply the Award received by Tower Operator to the Restoration of any Site from time to time as such work progresses. If the cost of the Restoration exceeds the Award recovered by Tower Operator, Tower Operator shall pay the excess cost. If the Award exceeds the cost of the Restoration, the excess shall be paid to Tower Operator upon completion of the Restoration.

(c) If there occurs a Taking of any portion of any Site for temporary use, then this Agreement shall remain in full force and effect as to such Site for the remainder of the Term as to such Site. Notwithstanding anything to the contrary contained in this Agreement, during such time as Tower Operator will be out of possession of such Site, if a Lease Site, or unable to operate such Site, if a Managed Site, by reason of such Taking, the failure to keep, observe, perform, satisfy and comply with those terms and conditions of this Agreement, compliance with which are effectively impractical or impossible as a result of Tower Operator's being out of possession of or unable to operate (as applicable), such Site shall not be a breach of or an event of default under this Agreement. Each Party shall be entitled to prosecute, claim and retain the Award attributable to its respective interest in such Site under this Agreement for any such temporary Taking.

**SECTION 37.                      *Operating Principles.***

During the Term of a Site, Tower Operator shall manage, operate and maintain such Site (including with respect to the entry into, modification, amendment, extension, expiration, termination, structuring and administration of Ground Leases and Collocation Agreements related thereto), (i) in the ordinary course of business, (ii) in compliance with applicable Law in all material respects, (iii) in a manner consistent in all material respects with the manner in which Tower Operator manages, operates and maintains its portfolio of telecommunications tower sites and (iv) in a manner that shall not be less than the general standard of care in the tower industry. Without limiting the generality of the foregoing, during the Term of a Site, except as expressly permitted by the terms of this Agreement, Tower Operator shall not without the prior written consent of T-Mobile Lessors (A) manage, operate or maintain such Site in a manner that would (x) diminish the expected residual value of such Site in any material respect or shorten the expected remaining economic life of such Site, in each case determined as of the expiration of the Term of such Site, or (y) cause such Site or a substantial portion of such Site to become "limited use property" within the meaning of Rev. Proc. 2001-28, 2001-1 C.B. 1156 (except, in the case of this clause (y), as required by applicable Law or any Governmental Authority), (B) structure any related Ground Lease in a manner such that the amounts payable thereunder are above fair market value during any period following or upon the expiration of the Term of such Site (without regard to any amounts payable prior to the expiration of the Term of such Site) or (C) structure any related Collocation Agreement in a manner such that the amounts payable thereunder are less than fair market value during any period following or upon expiration of the Term of such Site (without regard to any amounts payable prior to the expiration of the Term of such Site), in each case unless otherwise expressly authorized by the terms and conditions of this Agreement and the Transaction Documents.

**SECTION 38.**

**General Provisions.**

(a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies; provided, however, that the enforcement of this Agreement with respect to a particular Site as to matters relating to real property and matters mandatorily governed by local Law, shall be governed by and construed in accordance with the laws of the state in which the Site in question is located.

(c) **Entire Agreement; Successors and Assignees .** This Agreement (including, for the avoidance of doubt, the Exhibits), constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, both written and oral, between the Parties with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assignees.

(d) **Fees and Expenses.** Except as otherwise specifically set forth in this Agreement, whether the transactions contemplated by this Agreement are or are not consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such costs and expenses.

(e) **Notices.** All notices, requests, demands, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered (i) the next Business Day when sent overnight by a nationally recognized overnight courier service, or (ii) upon delivery when personally delivered to the receiving Party. All such notices and communications shall be mailed, sent or delivered as set forth below or to such other person(s) or address(es) as the receiving Party may have designated by written notice to the other Party. In addition to the addressees below, all such notices related to a specific Site or Sites shall be sent concurrently herewith to the addresses set forth in the Site Lease Agreement applicable to such Sites.

If to any T-Mobile Lessor, to:

T-Mobile USA, Inc.  
12920 S.E. 38<sup>th</sup> Street  
Bellevue, Washington 98006  
Attention: Leasing Administration

and a copy of any notice given pursuant to Section 29 to:

T-Mobile USA, Inc.  
12920 S.E. 38<sup>th</sup> Street  
Bellevue, Washington 98006  
Attention: Legal Department

with a copy to:

Jones Day  
222 East 41<sup>st</sup> Street  
New York, New York 10017  
Attention: Robert A. Profusek

If to T-Mobile Parent, to:

T-Mobile USA, Inc.  
12920 S.E. 38<sup>th</sup> Street  
Bellevue, Washington 98006  
Attention: Leasing Administration

and a copy of any notice given pursuant to Section 29 to:

T-Mobile USA, Inc.  
12920 S.E. 38<sup>th</sup> Street  
Bellevue, Washington 98006  
Attention: Legal Department

If to Tower Operator, to:

Crown Castle International Corp.  
1220 Augusta Drive, Suite 500  
Houston, Texas 77057  
Attention: CFO (Jay Brown)  
Attention: General Counsel (E. Blake Hawk)

and a copy of any notice given pursuant to Section 29 to:

Crown Castle International Corp.  
1220 Augusta Drive, Suite 500  
Houston, Texas 77057  
Attention: Legal Department

(f) **Amendment; Modifications.** This Agreement may be amended, modified or supplemented only by written agreement of the Parties.

(g) **Time of the Essence.** Time is of the essence in this Agreement, and whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.

(h) **Specific Performance.** Each Party recognizes and agrees that in the event of any failure or refusal to perform the obligations required by this Agreement, remedies at Law would be inadequate and that, subject to the terms of this Agreement, in addition to such other remedies as may be available to it at Law or in equity, either party may seek injunctive relief and to enforce its rights by an action for specific performance to the fullest extent permitted by applicable Law. Each Party hereby waives any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award of injunctive, mandatory or other equitable

relief. Subject to Section 38(j) of this Agreement, nothing contained in this Agreement shall be construed as prohibiting any Party from pursuing any other remedies available to it pursuant to the provisions of this Agreement or applicable Law for such breach or threatened breach, including the recovery of damages.

(i) **Jurisdiction and Consent to Service.** Each of the Parties (i) agrees that any suit, action or proceeding arising out of or relating to this Agreement shall be brought solely in the state courts of the State of New York sitting in the County of New York or federal courts of the State of New York for the Southern District of New York, and appellate courts having jurisdiction of appeals from any of the foregoing, (ii) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this Agreement, (iii) waives any objection that it may have to the laying of venue in any such suit, action or proceeding in any such court, and (iv) agrees that service of any court paper may be made in such manner as may be provided under applicable Laws or court rules governing service of process.

(j) **WAIVER OF JURY TRIAL.** EACH PARTY TO THIS AGREEMENT WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG ANY OF THE PARTIES HEREUNDER, WHETHER UNDER OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.

(k) **Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary, neither Party shall have any liability under this Agreement, for: (y) any punitive or exemplary damages, or (z) any special, consequential, incidental or indirect damages, including lost profits, lost data, lost revenues and loss of business opportunity, whether or not the other Party was aware or should have been aware of the possibility of these damages.

(l) **Severability.** If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

## **SECTION 39.**

### ***T-Mobile Parent Guarantee.***

(a) T-Mobile Parent unconditionally guarantees to the Tower Operator Indemnitees the full and timely payment and performance and observance of all of the terms, provisions, covenants and obligations of T-Mobile Lessors under this Agreement (the "***T-Mobile Lessor Obligations***"). T-Mobile Parent agrees that if any T-Mobile Lessor defaults at any time during the Term of this Agreement in the performance of any of the T-Mobile Lessor Obligations, T-Mobile Parent shall faithfully perform and fulfill all T-Mobile Lessor Obligations and shall pay to the applicable beneficiary all reasonable attorneys' fees, court costs and other expenses, costs and disbursements incurred by the applicable beneficiary on account of any default by any T-Mobile Lessor and on account of the enforcement of this guaranty.

(b) The foregoing guaranty obligation of T-Mobile Parent shall be enforceable by any Tower Operator Indemnitee in an action against T-Mobile Parent without the necessity of any suit, action or proceeding by the applicable beneficiary of any kind or nature whatsoever against any T-Mobile Lessor, without the necessity of any notice to T-Mobile Parent of such T-Mobile Lessor's default or breach under this Agreement, and without the necessity of any other notice or demand to T-Mobile Parent to which T-Mobile Parent might otherwise be entitled, all of which notices T-Mobile Parent hereby expressly waives. T-Mobile Parent hereby agrees that the validity of this guaranty and the obligations of T-Mobile Parent hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by any Tower Operator Indemnitee against any T-Mobile Lessor any of the rights or remedies reserved to such Tower Operator Indemnitee pursuant to the provisions of this Agreement or any other remedy or right which such Tower Operator Indemnitee may have at law or in equity or otherwise.

(c) T-Mobile Parent covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of T-Mobile Parent hereunder shall not be affected, modified or diminished by reason of any assignment, renewal, modification, extension or termination of this Agreement or any modification or waiver of or change in any of the covenants and terms of this Agreement by agreement of a Tower Operator Indemnitee and any T-Mobile Lessor, or by any unilateral action of either a Tower Operator Indemnitee or any T-Mobile Lessor, or by an extension of time that may be granted by a Tower Operator Indemnitee to any T-Mobile Lessor or any indulgence of any kind granted to any T-Mobile Lessor, or any dealings or transactions occurring between a Tower Operator Indemnitee and any T-Mobile Lessor, including any adjustment, compromise, settlement, accord and satisfaction or release, or any Bankruptcy, insolvency, reorganization or other arrangements affecting any T-Mobile Lessor. T-Mobile Parent does hereby expressly waive any suretyship defenses it might otherwise have.

(d) All of the Tower Operator Indemnitees' rights and remedies under this guaranty are intended to be distinct, separate and cumulative and no such right and remedy herein is intended to be to the exclusion of or a waiver of any other. T-Mobile Parent hereby waives presentment demand for performance, notice of nonperformance, protest notice of protest, notice of dishonor and notice of acceptance. T-Mobile Parent further waives any right to require that an action be brought against any T-Mobile Lessor or any other Person or to require that resort be had by a beneficiary to any security held by such beneficiary.

(e) For the avoidance of doubt, the T-Mobile Lessor Obligations shall not include any obligations of Crown Castle International Corp. under the terms of the Parent Indemnity Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

**T-MOBILE LESSORS:**

**T-MOBILE USA TOWER LLC**

By: /s/ David A. Miller  
Name: David A. Miller  
Title: EVP & General Counsel

**T-MOBILE WEST TOWER LLC**

By: /s/ David A. Miller  
Name: David A. Miller  
Title: EVP & General Counsel

**T-MOBILE PARENT:**

**T-MOBILE USA, INC.**

By: /s/ David A. Miller  
Name: David A. Miller  
Title: EVP & General Counsel

**TOWER OPERATOR:**

**CCTMO LLC**

By: /s/ Jay A. Brown  
Name: Jay A. Brown  
Title: Senior Vice President, Chief Financial  
and Treasurer

Officer

[Signature Page to Master Prepaid Lease]





**MPL SITE MASTER LEASE AGREEMENT**  
**BY AND AMONG**  
**EACH T-MOBILE COLLOCATOR NAMED HEREIN**  
**T-Mobile USA, Inc.**  
**and**  
**CCTMO LLC**

**Dated as of November 30, 2012**

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## MPL SITE MASTER LEASE AGREEMENT

This **MPL SITE MASTER LEASE AGREEMENT** (this "**Agreement**") is entered into this 30<sup>th</sup> day of November, 2012 (the "**Effective Date**"), by and among CCTMO LLC, a Delaware limited liability company, as Tower Operator, T-MOBILE USA, INC., a Delaware corporation ("**T-Mobile Parent**"), and each T-Mobile Collocator named on the signature pages hereto. Each T-Mobile Collocator, T-Mobile Parent and Tower Operator are sometimes individually referred to in this Agreement as a "**Party**" and collectively as the "**Parties**".

### **RECITALS:**

A. Certain Affiliates of T-Mobile Parent operate the Sites, which include Towers and related equipment and such Affiliates either own, ground lease or otherwise have an interest in the land on which such Towers are located;

B. Tower Operator, as lessee, leases the Sites pursuant to the Master Prepaid Lease dated the Effective Date, among T-Mobile Parent, T-Mobile Lessors and Tower Operator (the "**MPL**"); and

C. Tower Operator desires to lease or give T-Mobile Collocator the right to use and operate on a portion of each of the Sites pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

### **SECTION 1. Definitions.**

(a) **Certain Defined Terms.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following respective meanings when used herein with initial capital letters:

"**Affiliate**" (and, with a correlative meaning, "**Affiliated**") means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, "**control**" means the beneficial ownership (as such term is defined in Rules 13d-3 and 13d-5 of the Securities Exchange Act of 1934, as amended) of 50% or more of the voting interests of the Person.

"**Agreement**" has the meaning set forth in the preamble and includes all subsequent modifications and amendments hereof. References to this Agreement in respect of a particular Site shall include the Site Lease Agreement therefor; and references to this Agreement in general and as applied to all Sites shall include all Site Lease Agreements.

"**Assumption Requirements**" means, with respect to any assignment by Tower Operator or T-Mobile Collocator of this Agreement (the "**assigning party**"), that (i) the applicable assignee has creditworthiness, or a guarantor with creditworthiness, reasonably sufficient to perform the obligations of the assigning party under this Agreement or that the assigning party remains liable for such obligations notwithstanding such assignment and (ii) the assignee assumes and agrees to perform all of the obligations of the assigning party hereunder.

**“Available Space”** means, as to any Site, the portion of the Tower and Land not constituting T-Mobile Collocation Space that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

**“Award”** means any amounts paid, recovered or recoverable as damages, compensation or proceeds by reason of any Taking, including all amounts paid pursuant to any agreement with any Person which was made in settlement or under threat of any such Taking, less the reasonable costs and expenses incurred in collecting such amounts.

**“Bankruptcy”** means a proceeding, whether voluntary or involuntary, under the federal bankruptcy laws, a foreclosure, an assignment for the benefit of creditors, trusteeship, conservatorship or other proceeding or transaction arising out of the insolvency of a Person or any of its Affiliates or involving the complete or partial exercise of a creditor's rights or remedies in respect of payment upon a breach or default in respect of any obligation.

**“Business Day”** means any day other than a Saturday, Sunday or any other day on which national banks in New York, New York are not open for business.

**“Cables”** means co-axial cabling, electrical power cabling, ethernet cabling, fiber-optic cabling or any other cabling or wiring necessary for operating Communications Equipment together with any associated conduit piping necessary to encase or protect any such cabling.

**“CERCLA”** means The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

**“Claims”** means any claims, demands, assessments, actions, suits, damages, obligations, fines, penalties, liabilities, losses, adjustments, costs and expenses (including those for bodily injury (including death) and property damage (including the loss of use thereof) and reasonable attorneys' and accountants' fees and expenses).

**“Collocation Agreement”** means an agreement, including master leases, between a T-Mobile Group Member (prior to the Effective Date) or Tower Operator (on or after the Effective Date), on the one hand, and a third party (provided that if such agreement is with a T-Mobile Group Member, such third party is not an Affiliate of such T-Mobile Group Member on the Effective Date), on the other hand, pursuant to which such T-Mobile Group Member or Tower Operator, as applicable, rents or licenses to such third party space at any Site (including space on a Tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

**“Communications Equipment”** means, as to any Site, all equipment now or hereafter installed at (i) the T-Mobile Collocation Space with respect to T-Mobile Collocator and (ii) any other portion of the Site with respect to a Tower Subtenant, for the provision of current or future communication services, including voice, video, internet and other data services. Such equipment shall include switches, antennas, including microwave antennas, panels, conduits, flexible transmission lines, Cables, radios, amplifiers, filters, interconnect transmission equipment and all associated software and hardware, and will include any modifications, replacements and upgrades to such equipment.

**“Communications Facility”** means, as to any Site, (i) the T-Mobile Collocation Space, together with all T-Mobile Communications Equipment and T-Mobile Improvements at such Site

(with respect to T-Mobile Collocator) or (ii) any other portion of the Site leased to or used or occupied by a Tower Subtenant, together with all of such Tower Subtenant Communications Equipment and such Tower Subtenant Improvements at such Site (with respect to a Tower Subtenant).

“**Conversion Closing**” means the conversion of (i) a Non-Contributable Site to a Contributable Site or (ii) a Pre-Lease Site into a Lease Site subsequent to the Effective Date.

“**Conversion Closing Date**” means, with respect to each Conversion Closing, the date on which such Conversion Closing is deemed to have occurred.

“**CPI**” means the Consumer Price Index for all Urban Consumers, U.S., City Average (1982-84 = 100) All Items Index, published by the Bureau of Labor Statistics, United States Department of Labor. If the CPI ceases to be compiled and published at any time during the Term of this Agreement, but a comparable successor index is compiled and published by the Bureau of Labor Statistics, United States Department of Labor, the adjustments provided for in this Agreement which are based on the change in CPI shall be computed according to such successor index, with appropriate adjustments in the index to reflect any material differences in the method of computation from the CPI. If, at any time during the Term of this Agreement, neither the CPI nor a comparable successor index is compiled and published by the Bureau of Labor Statistics, the comparable index for “all items” compiled and published by any other branch or department of the federal government shall be used as a basis for calculation of the CPI-related adjustments provided for in this Agreement, and if no such index is compiled and published by any branch or department of the federal government, the statistics reflecting cost of living increases or decreases, as applicable, as compiled by any institution or organization or individual generally recognized as an authority by financial and insurance institutions shall be used, in each case with appropriate adjustments to the index to reflect any material differences in the method of computation from the CPI.

“**Emergency**” means any event that causes, has caused or is likely to cause (i) any bodily injury, personal injury or material property damage, (ii) the immediate suspension, revocation, termination or any other adverse effect as to any licenses or permits, (iii) any material adverse effect on the ability of T-Mobile Collocator, or any Tower Subtenants, to operate Communications Equipment at any Site, (iv) any failure of any Site to comply in any material respect with applicable FCC or FAA regulations or other licensing requirements or (v) the termination of a Ground Lease.

“**Environmental Law**” or “**Environmental Laws**” means any federal, state or local statute, Law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or public or workplace health and safety as may now or at any time hereafter be in effect, including the following, as same may be amended or replaced from time to time, and all regulations promulgated under or in connection with the Superfund Amendments and Reauthorization Act of 1986; CERCLA; The Clean Air Act; The Clean Water Act; The Toxic Substances Control Act; The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; The Hazardous Materials Transportation Act; and The Occupational Safety and Health Act of 1970.

“**Excluded Equipment**” means (i) any T-Mobile Communications Equipment or T-Mobile Improvements and (ii) any Tower Subtenant Communications Equipment or Tower Subtenant Improvements.

“**FAA**” means the United States Federal Aviation Administration or any successor federal Governmental Authority performing a similar function.

“**FCC**” means the United States Federal Communications Commission or any successor Governmental Authority performing a similar function.

“**Force Majeure**” means strike, riot, act of God, nationwide shortages of labor or materials, war, civil disturbance, act of the public enemy, explosion, hurricane, governmental Laws, regulations, orders or restrictions.

“**Governmental Approvals**” means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications and other authorizations to, from or with any Governmental Authority.

“**Governmental Authority**” means, with respect to any Person or any Site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over such Person or such Site.

“**Ground Lease**” means, as to any Site, the ground lease, sublease, or any easement, license or other agreement or document pursuant to which a T-Mobile Lessor or a T-Mobile Ground Lease Additional Party holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in such Site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such Site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

“**Ground Lessor**” means, as to any Site, the “lessor,” “sublessor,” “landlord,” “licensor,” “sublicensor” or similar Person under the related Ground Lease.

“**Ground Rent**” means, as to any Site, all rents, fees and other charges payable by a T-Mobile Lessor or its Affiliates to the Ground Lessor under the Ground Lease for such Site.

“**Hazardous Material**” or “**Hazardous Materials**” means and includes petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls or any hazardous, toxic or dangerous waste, substance or material defined as such (or any similar term) or regulated by, in or for the purposes of Environmental Laws, including Section 101(14) of CERCLA.

“**Improvements**” means, as to each Site, (i) one or more equipment pads or raised platforms capable of accommodating exterior cabinets or equipment shelters, huts or buildings, electrical service and access for the placement and servicing of T-Mobile Collocator's and, if applicable, each Tower Subtenant Improvement; (ii) buildings, huts, equipment shelters or exterior cabinets; (iii) batteries, generators and associated fuel tanks or any other substances, products, materials or equipment used to provide backup power; (iv) grounding rings; (v) fencing; (vi) signage; (vii) connections for telephone service or utility service up to the meter; (viii) hardware constituting a Tower platform to hold T-Mobile Collocator's and, if applicable, each Tower Subtenant Communications Equipment; (ix) access road improvements; (x) common shelters, if any; (xi) all marking/lighting systems and light monitoring devices; and (xii) such other equipment, alterations, replacements, modifications, additions and improvements as may be installed on or made to all or



any component of a Site (including the Land and the Tower). Notwithstanding the foregoing, Improvements do not include Communications Equipment (including T-Mobile Communications Equipment or Tower Operator Communications Equipment).

**“Included Property”** means, with respect to each Site, (i) the Land related to such Site (including the interest in any Ground Lease), (ii) the Tower located on such Site (including the T-Mobile Collocation Space) and (iii) the related Tower Operator Equipment, Improvements (excluding T-Mobile Improvements and any Tower Subtenant Improvements) and the Tower Related Assets with respect to such Site.

**“Indemnified Party”** means a T-Mobile Indemnitee or a Tower Operator Indemnitee, as the case may be.

**“Initial Lease Sites”** means the Sites set forth on Exhibit B.

**“Land”** means the tract of land constituting a Site, together with all easements and other rights appurtenant thereto.

**“Law”** means any statute, rule, code, regulation, ordinance or Order of, or issued by, any Governmental Authority.

**“Lease Site”** means the (i) Initial Lease Sites and (ii) any Pre-Lease Site subject to this Agreement which is converted to a Lease Site pursuant to a Conversion Closing.

**“Liens”** means, with respect to any asset, any mortgage, lien, pledge, security interest, charge, attachment or encumbrance of any kind in respect of such asset.

**“Master Agreement”** means the Master Agreement, dated as of September 28, 2012, by and among Crown Castle International Corp., Tower Operator and T-Mobile.

**“Managed Site”** means, for purposes of this Agreement and until any such Site is converted to a Lease Site as provided herein, each Site that is identified on Exhibit A, but is not identified as a Lease Site on Exhibit B and is therefore subject to this Agreement as a Managed Site as of the Effective Date, until such Site is converted to a Lease Site as provided herein. Managed Sites include all Non-Contributable Sites and all Pre-Lease Sites which have not yet been converted to Lease Sites.

**“Memorandum of Site Lease Agreement”** means as to any Site, a recordable memorandum of a Site Lease Agreement supplement to this Agreement, in substantially the form of Exhibit D attached to this Agreement.

**“Modifications”** means the construction or installation of Improvements on any Site or any part of any Site after the Effective Date, or the alteration, replacement, modification or addition to all or any component of a Site after the Effective Date, whether Severable or Non-Severable.

**“Mortgage”** means, as to any Site, any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or encumbrance against, the right, title and interest of a Party in and to the Land, Tower and Improvements on such Site as security for any debt, whether now existing or hereafter arising or created.

**“Mortgagee”** means, as to any Site, the holder of any Mortgage, together with the heirs, legal representatives, successors, transferees and assignees of the holder.

**“Non-Contributable Site”** means any Site that is not a Contributable Site.

**“Non-Restorable Site”** means a Site that has suffered a casualty that damages or destroys all or a Substantial Portion of such Site, or a Site that constitutes a non-conforming use under applicable Zoning Laws prior to such casualty, in either case such that either (i) Zoning Laws would not allow Tower Operator to rebuild a comparable replacement Tower on the Site substantially similar to the Tower damaged or destroyed by the casualty or (ii) Restoration of such Site under applicable Zoning Law, using commercially reasonable efforts, in a period of time that would enable Restoration to be commenced (and a building permit issued) within one year after the casualty, would not be possible or would require either (A) obtaining a change in the zoning classification of the Site under applicable Zoning Laws, (B) the filing and prosecution of a lawsuit or other legal proceeding in a court of law or (C) obtaining a zoning variance, special use permit or any other permit or approval under applicable Zoning Laws that cannot reasonably be obtained by Tower Operator.

**“Non-Severable”** means, with respect to any Modification, any Modification that is not a Severable Modification.

**“Order”** means an administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of any Governmental Authority of competent jurisdiction.

**“Person”** means any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization, including a Governmental Authority.

**“Prime Rate”** means the rate of interest reported in the “Money Rates” column or section of The Wall Street Journal (Eastern Edition) as being the prime rate on corporate loans of larger U.S. Money Center Banks, or if The Wall Street Journal is not in publication on the applicable date, or ceases prior to the applicable date to publish such rate, then the rate being published in any other publication acceptable to T-Mobile Collocator and Tower Operator as being the prime rate on corporate loans from larger U.S. money center banks shall be used.

**“Proceeds”** means all insurance moneys recovered or recoverable by any T-Mobile Lessor, Tower Operator or T-Mobile Collocator as compensation for casualty damage to any Site (including the Tower and Improvements of such Site).

**“Restoration”** means, as to a Site that has suffered casualty damage or is the subject of a Taking, such restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of such Site, or any portion of such Site pending completion of action, required to restore the applicable Site (including the Tower and Improvements on such Site but excluding any T-Mobile Communications Equipment or T-Mobile Improvements the restoration of which shall be the sole cost and obligation of T-Mobile Collocator) to a condition that is at least as good as the condition that existed immediately prior to such damage or Taking (as applicable), and such other changes or alterations as may be reasonably acceptable to T-Mobile Collocator and Tower Operator or required by Law.

**“Revenue Sharing”** means any requirement under a Ground Lease to pay to Ground Lessor a share of the revenue derived from a sublease, license or other occupancy agreement at the Site subject to such Ground Lease.

**“Right of Substitution”** means the right of T-Mobile Collocator to remove T-Mobile Communications Equipment from the T-Mobile Primary Tower Space or T-Mobile Primary Ground Space at a Site and move same to Available Space on such Site by relocation of the portion of the Communications Facility in such Space to a portion of such Available Space not larger than the T-Mobile Primary Tower Space or T-Mobile Primary Ground Space, as applicable, in accordance with and subject to the limitations contained in Section 10.

**“Sale Site MLA”** means the Sale Site Master Lease Agreement dated as of November 30, 2012, among T3 Tower 1 LLC, T3 Tower 2 LLC, each T-Mobile Collocator and T-Mobile Parent.

**“Severable”** means, with respect to any Modification, any Modification that can be readily removed from a Site or portion of such Site without damaging it in any material respect or without diminishing or impairing the value, utility, useful life or condition that the Site or portion of such Site would have had if such Modification had not been made (assuming the Site or portion of such Site would have been in compliance with this Agreement without such Modification). Notwithstanding the foregoing, a Modification shall not be considered Severable if such Modification is necessary to render the Site or portion of such Site complete for its intended use by Tower Operator (other than Modifications consisting of ancillary items of Tower Operator Equipment of a kind customarily furnished by lessees or operators of property comparable to the Site or portion of such Sites).

**“Site”** means each parcel of Land subject to this Agreement, all of which are identified on Exhibit A hereto, as such exhibit may be amended or supplemented as provided in this Agreement and the Master Agreement and the Tower and Improvements located thereon. As used in this Agreement, reference to a Site includes Non-Severable Modifications, but shall not include Severable Modifications, any T-Mobile Improvements, T-Mobile Communications Equipment, any Tower Subtenant’s Improvements or Tower Subtenant Communications Equipment.

**“Site Expiration Date”** means, as to any Site, the sooner to occur of (A) if arrangements have not been entered into to secure the tenure of the relevant Ground Lease pursuant to an extension, new Ground Lease or otherwise, one day prior to the expiration of the relevant Ground Lease (as the same may be amended, extended or renewed pursuant to the terms of this Agreement), or (B) the applicable Site Expiration Outside Date.

**“Site Expiration Outside Date”** means, (i) as to the 23 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2035, (ii) as to the 24 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2036, (iii) as to the 25 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2037, (iv) as to the 26 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2038, (v) as to the 27 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2039, (vi) as to the 28 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2040, (vii) as to the 29 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2041, (viii) as to the 30 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2042, (ix) as to the 31 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2043, (x) as to the 32 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2044, (xi) as to the 33 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2045, (xii) as to the 34 Year Lease Sites, the last Business

Day of the calendar year ending December 31, 2046, (xiii) as to the 35 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2047, (xiv) as to the 36 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2048, and (xv) as to the 37 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2049.

“**Site Lease Agreement**” means, as to any Site, a supplement to this Agreement, in substantially the form of Exhibit C attached to this Agreement.

“**Substantial Portion**” means, as to a Site, so much of such Site (including the Land, Tower and Improvements of such Site, or any portion of such Site) as, when subject to a Taking or damage as a result of a casualty, leaves the untaken or undamaged portion unsuitable for the continued feasible and economic operation of such Site for owning, operating, managing, maintaining and leasing towers and other wireless infrastructure.

“**Taking**” means, as to any Site, any condemnation or exercise of the power of eminent domain by any Governmental Authority, or any taking in any other manner for public use, including a private purchase, in lieu of condemnation, by a Governmental Authority.

“**Tax**” means all forms of taxation, whenever created or imposed, whether imposed by a local, municipal, state, foreign, federal or other Governmental Authority, and whether imposed directly by a Governmental Authority or indirectly through any other Person and includes any federal, state, local or foreign income, gross receipts, ad valorem, excise, value-added, sales, use, transfer, franchise, license, stamp, occupation, withholding, employment, payroll, property or environmental tax, levy, charge, assessment or fee together with any interest, penalty, addition to tax or additional amount imposed by a Governmental Authority or indirectly through any other Person, as well as any liability for or in respect of the Taxes of, or determined by reference to the Tax liability of, another Person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise.

“**Term**” means (i) as to each Site, the term during which this Agreement is applicable to such Site as set forth in Section 3; and (ii) as to this Agreement, the period from the Effective Date until the expiration or earlier termination of this Agreement as to all Sites.

“**Termination Cause**” means, as to any Site, the inability of T-Mobile Collocator (after using commercially reasonable efforts) to obtain or maintain any Governmental Approval necessary for the operation of T-Mobile's Communications Facility at such Site; provided, however, that T-Mobile Collocator may not assert a Termination Cause if T-Mobile Collocator (i) cannot maintain or obtain or otherwise forfeits a Governmental Approval as a result of the violation of any Laws by T-Mobile Collocator or its Affiliates or any enforcement action or proceeding brought by any Governmental Authority against T-Mobile Collocator or its Affiliates because of any alleged wrongdoing by T-Mobile Collocator or its Affiliates or (ii) does not have such Governmental Approval on the Effective Date and such Governmental Approval was required on the Effective Date.

“**T-Mobile**” means T-Mobile Parent and Affiliates thereof that are parties to the Master Agreement.

“**T-Mobile Collocator**” means, with respect to each Site, the Person identified as the “T-Mobile Collocator” opposite such Site on Exhibit A and, if applicable, Exhibit B hereto, and which shall be the “Lessee” under the Site Lease Agreement for such Site, in each case together with its

permitted successors and assignees hereunder, to the extent the same are permitted to succeed to T-Mobile Collocator's rights hereunder.

**"T-Mobile Communications Equipment"** means any Communications Equipment owned or leased and used exclusively (subject to the last sentence of Section 9(b)) by T-Mobile Collocator at a Site.

**"T-Mobile Ground Lease Additional Party"** means each T-Mobile Group Member that, at any applicable time during the Term of this Agreement, has not yet contributed its right, title and interest in the Included Property of a Managed Site to the applicable T-Mobile Lessor pursuant to the Master Agreement.

**"T-Mobile Group"** means, collectively, T-Mobile Parent and its Affiliates (including each T-Mobile Lessor, each T-Mobile Ground Lease Additional Party and T-Mobile Collocator) whose names are set forth in the signature pages of this Agreement or any Site Lease Agreement or the Master Agreement and any Affiliate of T-Mobile Parent that at any time becomes a "sublessor" under this Agreement in accordance with the provisions of this Agreement.

**"T-Mobile Group Member"** means each member of the T-Mobile Group.

**"T-Mobile Improvements"** means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to T-Mobile Communications Equipment other than a Tower. All utility connections that provide service to T-Mobile Communications Equipment, including those providing Backhaul Services, shall be deemed T-Mobile Improvements.

**"T-Mobile Indemnitee"** means each T-Mobile Lessor, each T-Mobile Ground Lease Additional Party and T-Mobile Collocator and their respective Affiliates, directors, officers, employees, agents and representatives (except Tower Operator and its Affiliates and any agents of Tower Operator or its Affiliates).

**"T-Mobile Lessor"** means, as to any Site, the lessor under the MPL for such Site.

**"T-Mobile Modernization"** means the upgrade by T-Mobile Collocator and its Affiliates of its Communications Equipment to any next generation technology.

**"T-Mobile Primary Tower Space RAD Center"** means, in respect of each Site, the "T-Mobile Primary Tower Space RAD Center" identified in the applicable Site Lease Agreement for each Site.

**"Tower"** means the communications towers on the Sites from time to time.

**"Tower Operator"** means CCTMO LLC, a Delaware limited liability company, and its permitted successors and assignees hereunder, to the extent same are permitted to succeed to Tower Operator's rights hereunder.

**"Tower Operator Equipment"** means all physical assets (other than real property, interests in real property and Excluded Equipment), located at the applicable Site on or in, or attached to, the Land, Improvements or Towers leased to, owned by or operated by Tower Operator pursuant to this Agreement.

**“Tower Operator Indemnitee”** means Tower Operator and its Affiliates and its and their respective directors, officers, employees, agents and representatives.

**“Tower Operator Negotiated Increased Revenue Sharing Payments”** means, with respect to any Site, any requirement under a Ground Lease, or a Ground Lease amendment, renewal or extension, in each case entered into after the Effective Date, to pay to the applicable Ground Lessor a share of the revenue derived from the rent paid under this Agreement that is in excess of the Revenue Sharing payment obligation in effect prior to Tower Operator's entry into such amendment, renewal or extension after the Effective Date for such Site with respect to the revenue derived from the rent paid under this Agreement; provided that “Tower Operator Negotiated Increased Revenue Sharing Payments” shall not include any such requirement or obligation (i) existing as of the Effective Date or (ii) arising under the terms of the applicable Ground Lease (as in effect as of the Effective Date) or under any amendment, renewal or extension the terms of which had been negotiated or agreed upon prior to the Effective Date.

**“Tower Operator Negotiated Renewal”** means (i) an extension or renewal of any Ground Lease by Tower Operator in accordance with this Agreement or (ii) a new Ground Lease, successive to a previously existing Ground Lease, entered into by Tower Operator; provided that, in the case of this clause (ii), (A) the term of such new Ground Lease commences immediately upon the expiration of the previously existing Ground Lease, (B) the new Ground Lease continues to remain in the name of a T-Mobile Lessor as the “ground lessee” under such new Ground Lease and (C) the new Ground Lease is otherwise executed in accordance with this Agreement.

**“Tower Subtenant”** means, as to any Site, any Person (other than T-Mobile Collocator) that (i) is a “sublessee”, “licensee” or “sublicensee” under any Collocation Agreement affecting such Site; or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space on such Site.

**“Tower Subtenant Communications Equipment”** means any Communications Equipment owned or leased by a Tower Subtenant.

**“Tower Subtenant Improvements”** means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to Tower Subtenant Communications Equipment other than a Tower. All utility connections that provide service to Tower Subtenant Communications Equipment shall be deemed Tower Subtenant Improvements.

**“Tower Subtenant Related Party”** means Tower Subtenant and its Affiliates, and its and their respective directors, officers, employees, agents and representatives.

**“Triggering Event”** means the occurrence of any of the following: (i) the Paying Agent breaches, in any material respect, any of its duties or obligations arising under the Paying Agent Agreement, (ii) the Paying Agent breaches its obligation to make payments of Ground Rent to Ground Lessors and the aggregate unpaid amount of Ground Rent due and payable to Ground Lessors exceeds, at any date of determination, the product of (x) the aggregate Ground Rent with respect to all Sites payable to Ground Lessors for the calendar month most recently ended prior to such date of determination and (y) three or (iii) a Bankruptcy event occurs with respect to the Paying Agent or the Paying Agent becomes insolvent or makes an assignment for the benefit of creditors.

**“23 Year Lease Sites”** means the Sites set forth on Schedule 1-A hereto.

“**24 Year Lease Sites**” means the Sites set forth on Schedule 1-B hereto.

“**25 Year Lease Sites**” means the Sites set forth on Schedule 1-C hereto.

“**26 Year Lease Sites**” means the Sites set forth on Schedule 1-D hereto.

“**27 Year Lease Sites**” means the Sites set forth on Schedule 1-E hereto.

“**28 Year Lease Sites**” means the Sites set forth on Schedule 1-F hereto.

“**29 Year Lease Sites**” means the Sites set forth on Schedule 1-G hereto.

“**30 Year Lease Sites**” means the Sites set forth on Schedule 1-H hereto.

“**31 Year Lease Sites**” means the Sites set forth on Schedule 1-I hereto.

“**32 Year Lease Sites**” means the Sites set forth on Schedule 1-J hereto.

“**33 Year Lease Sites**” means the Sites set forth on Schedule 1-K hereto.

“**34 Year Lease Sites**” means the Sites set forth on Schedule 1-L hereto.

“**35 Year Lease Sites**” means the Sites set forth on Schedule 1-M hereto.

“**36 Year Lease Sites**” means the Sites set forth on Schedule 1-N hereto.

“**37 Year Lease Sites**” means the Sites set forth on Schedule 1-O hereto.

“**Wind Load Surface Area**” means with respect to each antenna, remote radio unit or other tower mounted equipment, the area in square inches determined by multiplying the two largest dimensions of the length, width and depth of such antenna, remote radio unit or other tower mounted equipment, excluding all mounts and Cables.

“**Zoning Laws**” means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Any other capitalized terms used in this Agreement shall have the respective meanings given to them elsewhere in this Agreement.

(b) **Terms Defined Elsewhere in this Agreement.** In addition to the terms defined in Section 1(a), the following terms are defined in the Section or part of this Agreement specified below:

<b><u>Defined Term</u></b>	<b><u>Section</u></b>
Additional Equipment	Section 9(d)
Additional Ground Space	Section 10(c)
ASR	Section 10(a)
Authorized Ground Lease Document	Section 5(b)
Backhaul Operator	Section 19(d)

Backhaul Services	Section 19(d)
Casualty Notice	Section 30(a)
Disputes	Section 13(d)
Effective Date	Preamble
Effective Date Ground Space	Section 9(a)(i)
Effective Date Tower Space	Section 9(a)(ii)
Financial Advisors	Section 28(a)
Indemnifying Party	Section 13(c)(i)
Initial Period	Section 4(c)
Inspection Summary	Section 6(a)(i)
NOTAM	Section 20(g)(i)
Party	Preamble
Paying Agent Account	Section 4(b)(i)
Paying Agent Agreement	Section 4(b)
Qualified Tower Operator	Section 16(a)(i)
Reserved T-Mobile Loading Capacity	Section 6(a)(ii)
Restorable Site	Section 30(a)
Site Engineering Application	Section 9(e)(i)
Subsequent Use	Section 8(a)
Termination Date	Section 3(b)
Termination Notice	Section 3(c)
Third Party Claim	Section 13(c)(i)
Third Party Communications Equipment	Section 6(a)(iii)
T-Mobile Assignee	Section 16(b)(i)
T-Mobile Collocation Rent	Section 4(a)
T-Mobile Collocation Space	Section 9(a)
T-Mobile Collocator Obligations	Section 34(a)
T-Mobile Ground Rent	Section 4(a)
T-Mobile Lessor Extension Notice	Section 5(d)(iii)
T-Mobile Modernization Reservation Period	Section 6(a)(ii)
T-Mobile Parent	Preamble
T-Mobile Primary Ground Space	Section 9(a)(i)
T-Mobile Primary Tower Space	Section 9(a)(ii)
T-Mobile Reserved Amount of Tower Equipment	Section 9(c)
T-Mobile Termination Right	Section 3(b)
T-Mobile Total Rent Amount	Section 4(a)
T-Mobile Total Rent Change Date	Section 4(a)
T-Mobile Transfer	Section 16(b)(i)
Tower Operator Extension or Relocation Notice	Section 5(d)(ii)
Tower Operator Ground Rent	Section 4(b)(iv)
Tower Operator Work	Section 7(b)
Unused Existing Effective Date Capacity	Section 6(a)(ii)



(c) **Terms Defined in Master Agreement.** The following defined terms in the Master Agreement are used herein as defined in the Sections or parts therein when used herein with initial capital letters:

<b><u>Defined Term</u></b>	<b><u>Section</u></b>
Contributable Site	Section 4.1(a)
Lease Buyout Firm	Section 1.1
Parent Indemnity Agreement	Section 2.2(k)
Paying Agent	Recitals
Permitted Encumbrances	Section 1.1
Pre-Lease Site	Section 1.1
Tower Related Assets	Section 1.1
Transition Services Agreement	Recitals

(d) **Terms Defined in the MPL.** The following defined terms in the MPL are used herein as defined in the Sections or parts therein when used herein with initial capital letters:

<b><u>Defined Term</u></b>	<b><u>Section</u></b>
Authorized Collocation Agreements Documents	Section 6(b)
Purchase Option	Section 20(a)
Purchase Option Closing Date	Section 20(a)
Tower Operator Lender	Section 1(a)
Transaction Documents	Section 1(a)

(e) **Construction.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. The use of the words "include" or "including" in this Agreement shall be by way of example rather than by limitation. The use of the words "or," "either" or "any" shall not be exclusive. References to a "Schedule" or an "Exhibit" are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement and references to a "Section," "preamble" or "recital" are, unless otherwise specified, to a Section, preamble or recital of this Agreement. The Parties have participated equally in the negotiation and drafting of this Agreement and the Transaction Documents. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. If any provision of this Agreement provides that Tower Operator or any of its Affiliates shall "require" any Tower Subtenant to engage or refrain from engaging in certain activities, or take or refrain from taking certain acts, such provision shall not be construed as an assurance by Tower Operator or such Affiliate of Tower Operator with respect to such Tower Subtenant's compliance therewith.

## SECTION 2.

### **Grant; Documents.**

(a) **Grant.** Subject to the terms and conditions of this Agreement, as of the Effective Date as to the Initial Lease Sites, and thereafter as of the applicable Conversion Closing Date as to each Managed Site converted to a Lease Site hereunder pursuant to a Conversion Closing, Tower Operator hereby leases to T-Mobile Collocator, and T-Mobile Collocator hereby leases from Tower Operator, the T-Mobile Collocation Space of all of the Lease Sites. Subject to the terms and conditions of this Agreement, as of the Effective Date as to each Managed Site, until the applicable Conversion Closing Date with respect to such Site (if any), Tower Operator hereby reserves and makes the T-Mobile Collocation Space available for the exclusive use and possession of T-Mobile Collocator except as otherwise expressly provided herein, whether or not such T-Mobile Collocation Space is now or hereafter occupied. Notwithstanding anything to the contrary herein, no leasehold, subleasehold or other real property interest is granted pursuant to this Agreement in the T-Mobile Collocation Space at any Managed Site until the Conversion Closing at which such Managed Site is converted to a Lease Site. Tower Operator and T-Mobile Collocator acknowledge and agree that this single Agreement is indivisible, intended to cover all of the Sites and is not a separate lease and sublease or agreement with respect to individual Sites, and in the event of a Bankruptcy of any Party, all Parties intend that this Agreement be treated as a single indivisible Agreement.

(b) **Site Lease Agreements.** The Site Lease Agreements shall be entered into by Tower Operator and T-Mobile Collocator in accordance with the terms of this Agreement and the Master Agreement. The Site Lease Agreements shall be prepared by T-Mobile Collocator and delivered to Tower Operator within 180 days after the Effective Date; provided that if T-Mobile Collocator seeks to install any new T-Mobile Communications Equipment, or modify any existing T-Mobile Communications Equipment, at any Site at any time after the Effective Date, the Site Lease Agreement for such Site shall be delivered to Tower Operator prior to the installation or modification of such T-Mobile Communications Equipment. If a Site Lease Agreement is not entered into with respect to a Site, the Parties shall still have all of the rights and obligations with respect to such Site as provided in this Agreement. The form of the Site Lease Agreement may not be changed without the mutual agreement of Tower Operator and T-Mobile Collocator. The terms and conditions of this Agreement shall govern and control in the event of a discrepancy or inconsistency with the terms and conditions of any Site Lease Agreement, except to the extent otherwise expressly provided in such Site Lease Agreement that has been duly executed and delivered by an authorized representative of T-Mobile Collocator having the title of director (or senior title) and by Tower Operator. Notwithstanding the foregoing, any specific requirements relating to the design or construction of the T-Mobile Communications Equipment or T-Mobile Improvements imposed by a state or local government and set forth in the "Special Provisions" section of a Site Lease Agreement shall control over any terms in this Agreement that directly conflict with such specific requirements.

(c) **Documents.** This Agreement shall consist of the following documents, as amended from time to time as provided herein:

- (i) this Agreement;
- (ii) the following Exhibits, which are incorporated herein by this reference:

Exhibit A	List of Sites
Exhibit B	List of Lease Sites
Exhibit C	Form of Site Lease Agreement
Exhibit D	Form of Memorandum of Site Lease Agreement
Exhibit E	Hypothetical Equipment Configuration
Exhibit F	Form of Agreement and Consent
Exhibit G	Form of Paying Agent Agreement

(iii) Schedules to the Exhibits, which are incorporated herein by reference, and all Schedules to this Agreement, which are incorporated herein by reference; and

(iv) such additional documents as are incorporated by reference.

(d) **Priority of Documents.** If any of the documents referenced in

(e) Section 2(c) are inconsistent, this Agreement shall prevail over the Exhibits, the Schedules and additional incorporated documents.

(f) **Survival of Terms and Provisions.** All terms defined in this Agreement and all provisions of this Agreement solely to the extent necessary to the interpretation of the Master Agreement, the MPL or any other Collateral Agreement referred to in the Master Agreement shall survive after the termination or expiration of this Agreement and shall remain in full force and effect until the expiration or termination of such applicable agreement.

### **SECTION 3. *Term and Termination Rights.***

(a) **Term; Conversion to Site Lease Agreement under Sale Site MLA.** The initial term of this Agreement as to each Site shall be for a 10 year period from the Effective Date. The term of this Agreement as to each Site shall be automatically extended for eight additional five year renewal terms, unless it is terminated earlier pursuant to a termination right exercised in accordance with this Section 3, Section 25, Section 30 or Section 31 with respect to a Site. Notwithstanding the foregoing, (i) in all cases with respect to all Sites for which the Tower Operator does not exercise its Purchase Options, the term of this Agreement as to any such Site shall automatically expire on the Site Expiration Date for such Site and (ii) in all cases with respect to all Sites for which the Tower Operator exercises its Purchase Options, the term of this Agreement as to any such Site shall automatically expire on the Purchase Option Closing Date for such Site and such Site shall automatically become subject to and a "Site" under and governed by the Sale Site MLA (and the Parties shall enter into appropriate documentation to evidence the same).

(b) **T-Mobile Collocator Termination Right.** Notwithstanding anything to the contrary contained herein, T-Mobile Collocator shall have the right to terminate its lease or other right to occupy the T-Mobile Collocation Space at any Site (i) on the tenth anniversary of the Effective Date and on the last day of each successive five-year period thereafter or (ii) at any time after the tenth anniversary of the Effective Date if there is an occurrence of a Termination Cause (each such date, a "**Termination Date**" and such rights, collectively, the "**T-Mobile Termination Right**").

(c) **Exercise by T-Mobile Collocator.** To exercise a T-Mobile Termination Right with respect to any Site, T-Mobile Collocator shall give Tower Operator written notice of such exercise

(the "**Termination Notice**"), not less than 90 days prior to any Termination Date. If T-Mobile Collocator exercises a T-Mobile Termination Right as to any Site, T-Mobile Collocator shall not be required to pay the T-Mobile Ground Rent, the T-Mobile Collocation Rent or any other amounts with respect to such Site for the period occurring after the Termination Date specified in the applicable Termination Notice and, as of such Termination Date, the Site Lease Agreement for such Site shall be terminated and the rights, duties and obligations of T-Mobile Collocator and Tower Operator in this Agreement with respect to such Site shall terminate as of the Termination Date for such Site except the rights, duties and obligations set forth in Section 3(d) and such other rights, duties and obligations with respect to such Site that expressly survive the termination of this Agreement with respect to such Site.

(d) **Obligations Following T-Mobile Collocator Termination.** Not later than the Termination Date of any Site, T-Mobile Collocator shall vacate the T-Mobile Collocation Space of such Site and remove, at T-Mobile Collocator's cost and expense, all T-Mobile Communications Equipment and T-Mobile Improvements at such Site (and otherwise leave the vacant T-Mobile Collocation Space in good condition, repair and order (reasonable wear and tear and loss by casualty and condemnation excepted) and shall remove all T-Mobile Communications Equipment and T-Mobile Improvements therefrom and restore any damage thereto caused by, through or under any T-Mobile Collocator; provided, however, that T-Mobile Collocator shall not be required to remove any equipment pads or foundations for T-Mobile Improvements). T-Mobile Collocator's right to occupy and use the T-Mobile Collocation Space of a Site pursuant to this Agreement shall be terminated as of the Termination Date of such Site. At the request of either T-Mobile Collocator or Tower Operator, the appropriate Parties shall enter into documentation, in form and substance reasonably satisfactory to such Parties, evidencing any termination of T-Mobile Collocator's rights at any Site pursuant to this Agreement.

#### **SECTION 4. Rent.**

(a) **Collocation Rent.** In advance on the first day of each calendar month during the Term as to all Sites, T-Mobile Collocator shall pay (i) the T-Mobile Ground Rent, as defined below, and (ii) the T-Mobile Collocation Rent, as defined below, the sum of which equals the T-Mobile Total Rent Amount.

**"T-Mobile Ground Rent"** means, from time to time, the Ground Rent that is then due and payable under the Ground Leases for all Sites less the portion of such Ground Rent that constitutes Tower Operator Ground Rent; provided, however, that the T-Mobile Ground Rent shall not include the Ground Rent payable under the Ground Leases that have been assigned to Tower Operator as a result of Tower Operator exercising a Purchase Option.

**"T-Mobile Collocation Rent"** means rent in an amount equal to T-Mobile Total Rent Amount, as defined below, less the applicable T-Mobile Ground Rent (regardless of whether the T-Mobile Ground Rent is paid by T-Mobile Collocator to the Paying Agent or, following a Triggering Event, directly to the Ground Lessor pursuant to Section 4(b)).

**"T-Mobile Total Rent Amount"** means an amount per month that is equal to the number of Sites multiplied by \$1,905, as such amount may be increased or decreased from time to time in accordance with the terms of this Agreement, subject to increase on an annual basis during the Term of this Agreement on the first day of the calendar month following the one year anniversary of the Effective Date and each one year anniversary thereafter (each such date, the "**T-Mobile**

**Total Rent Change Date**”) based on the percentage change in CPI (to the extent it is a positive number) in an amount that is equal to the percentage change between the CPI published 15 months prior to the T-Mobile Total Rent Change Date and the CPI published three months prior to the T-Mobile Total Rent Change Date.

(b) **Paying Agent.** In satisfaction of its obligation to pay T-Mobile Ground Rent and T-Mobile Collocation Rent as provided in Section 4(a), for any month during the Term, T-Mobile Collocator, prior to the occurrence of a Triggering Event, shall pay the T-Mobile Total Rent Amount with respect to all of the Sites hereunder to the Paying Agent. Prior to the first Business Day of each month, T-Mobile Collocator shall be required to transfer to the Paying Agent Account (as defined below) the T-Mobile Total Rent Amount, unless and until a Triggering Event has occurred, in which case T-Mobile Collocator shall not be required to pay the T-Mobile Total Rent Amount to the Paying Agent Account and may instead pay the Ground Rent directly to each applicable Ground Lessor and the T-Mobile Collocation Rent (less any Tower Operator Ground Rent paid by T-Mobile Collocator to the applicable Ground Lessor) directly to Tower Operator. To the extent T-Mobile Collocator pays the T-Mobile Total Rent Amount with respect to all Sites hereunder directly to the Paying Agent, the Paying Agent shall receive and administer such payments made to it in accordance with this Section 4 and a Paying Agent Agreement (the “**Paying Agent Agreement**”) in substantially the form attached as Exhibit G hereto. The Paying Agent Agreement shall provide, among other things and subject to the Transition Services Agreement, that:

(i) The Paying Agent shall establish and maintain a bank account (the “**Paying Agent Account**”) with a financial institution reasonably acceptable to T-Mobile Collocator and Tower Operator. The Paying Agent shall provide T-Mobile Collocator with “view and print only” access to the Paying Agent Account;

(ii) By no later than the 20<sup>th</sup> day of each month, Tower Operator shall provide T-Mobile Collocators and the Paying Agent with a report which sets forth (a) the T-Mobile Collocation Rent and T-Mobile Ground Rent to be paid by T-Mobile Collocators prior to the first Business Day of the next month and (b) the Ground Rent to be paid to each Ground Lessor, in each case, together with such supporting documentation as T-Mobile Collocators may reasonably request. By no later than the last business day of each month, the Paying Agent shall provide T-Mobile Collocators with a summary report which sets forth all direct deposits made by ACH transfer or wire transfer from the Paying Agent Account during the month preceding the month during which such summary report is to be delivered;

(iii) The Paying Agent shall, upon receiving the T-Mobile Collocation Rent and the T-Mobile Ground Rent payments for any month from T-Mobile Collocator for all Sites that are subject to this Agreement, promptly pay to each applicable Ground Lessor the Ground Rent that is due and payable for such month with respect to the applicable Sites; and

(iv) If for any given month during the Term the aggregate Ground Rent for all Sites hereunder exceeds the aggregate T-Mobile Total Rent Amount for all Sites hereunder, Tower Operator shall pay or cause to be paid such excess aggregate Ground Rent (the “**Tower Operator Ground Rent**”) to the Paying Agent (by a transfer to the Paying Agent Account) for distribution to the Ground Lessors or the applicable T-Mobile Collocator if a Triggering Event has occurred and T-Mobile Collocator has paid Ground Rent directly to the applicable Ground Lessor.

(c) **Prorated Rent Payments.** If the Effective Date is a day other than the first day of a calendar month, (i) the applicable T-Mobile Collocation Rent for the period from the Effective Date through the end of the calendar month during which the Effective Date occurs (the “**Initial Period**”) shall be prorated on a daily basis, and shall be included in the calculation of and payable with the T-Mobile Collocation Rent for the first full calendar month of the Term, and (ii) T-Mobile Collocator shall timely pay, to the extent it has not already paid, to each Ground Lessor directly, the Ground Rent due and payable under the respective Ground Lease for the Initial Period. If the date of the expiration of the Term as to any Site is a day other than the last day of a calendar month, the applicable T-Mobile Total Rent Amount for such calendar month shall be prorated on a daily basis.

(d) **Revenue Sharing Payments.** T-Mobile Collocator shall pay to Tower Operator (or to the applicable Ground Lessor (x) if required to be paid directly to such Ground Lessor by the terms of the applicable Ground Lease, (y) if a Triggering Event shall have occurred and be continuing or (z) if so instructed by Tower Operator), as and when due and payable under any Ground Lease, T-Mobile's Share of Transaction Revenue Sharing Payments (as defined in the Master Agreement) that are required to be made with respect to the T-Mobile Total Rent Amount for any Site other than Tower Operator Negotiated Increased Revenue Sharing Payments. Each payment of such Transaction Revenue Sharing Payments by T-Mobile Collocator shall identify and specify the Site in respect of which such payment is being made. To the extent T-Mobile Collocator shall have a continuing obligation to make Revenue Sharing payments with respect to any Site for which T-Mobile Collocator has made an initial Revenue Sharing payment in accordance with the immediately preceding sentence, T-Mobile Collocator shall make such continuing Revenue Sharing payments on the same date that such payments are due and payable to the applicable Ground Lessor. Tower Operator shall pay, as and when due and payable, Tower Operator Share of Transaction Revenue Sharing Payments (as defined in the Master Agreement) that are required to be made with respect to the T-Mobile Total Rent Amount for any Site.

(e) **Tower Operator Right to Cure Ground Rent Defaults.** If T-Mobile Collocator does not pay all or any portion of the T-Mobile Ground Rent when due and payable, Tower Operator may seek to cure such payment default under any applicable Ground Lease by making payment of the unpaid T-Mobile Ground Rent to the applicable Ground Lessors. Within 10 days following receipt of an invoice therefor, T-Mobile Collocator shall reimburse Tower Operator for all such payments of T-Mobile Ground Rent made by Tower Operator.

(f) **Termination of Rent Obligation.** Notwithstanding anything to the contrary contained herein, if T-Mobile Collocator is not able to use or occupy the T-Mobile Collocation Space at a Site for the current or future business activities that it conducts at such Site because of the termination of the underlying Ground Lease, or the failure of Tower Operator to comply with the terms and conditions of this Agreement or the MPL following applicable notice and cure periods, (i) T-Mobile Collocator shall have no further obligation to pay the T-Mobile Collocation Rent or T-Mobile Ground Rent applicable to such Site and (ii) T-Mobile Collocator shall have the right to offset any amounts owed by Tower Operator to T-Mobile Collocator hereunder against the T-Mobile Collocation Rent, the T-Mobile Ground Rent or any other amounts that may become due from T-Mobile Collocator and payable to Tower Operator under this Agreement. The foregoing shall not limit any other rights or remedies of T-Mobile Collocator hereunder.

## SECTION 5.

### *Ground Leases.*

(a) **Compliance With Ground Leases.** Except with respect to the Ground Rent that T-Mobile Collocator is obligated to pay pursuant to Section 4, Tower Operator shall abide by, comply with and perform all applicable terms, covenants, conditions and provisions of each Ground Lease (including terms, covenants, conditions and provisions relating to maintenance, insurance and alterations) as if Tower Operator were the "ground lessee" under the applicable Ground Lease and, to the extent evidence of such performance must be provided to a Ground Lessor, Tower Operator shall provide such evidence to such Ground Lessor. To the extent that any Ground Lease imposes or requires the performance of the "ground lessee" thereunder of any duty or obligation that is more stringent than or in conflict with any term, covenant, condition or provision of this Agreement, the applicable term, covenant, condition or provision of such Ground Lease shall control and shall constitute the duties and obligations of Tower Operator under this Agreement as to the subject matter of such term, covenant, condition or provision. Tower Operator shall be responsible for any breaches of, or defaults under, any Ground Lease that are caused by Tower Operator's authorized agents and employees. In no event shall Tower Operator have any liability to any T-Mobile Group Member for any breach of, or default under, a Ground Lease caused by an act or omission of T-Mobile Collocator, any T-Mobile Lessor or any T-Mobile Group Member.

(b) **Tower Operator Rights Under Ground Leases.** Tower Operator shall be entitled, subject to the provisions of Section 32, to review, negotiate and execute any Tower Operator Negotiated Renewal, waiver, amendment, extension, renewal, sequential lease, adjacent lease, non-disturbance agreement and other documentation relating to Ground Leases that (i) Tower Operator determines in good faith is on commercially reasonable terms, (ii) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it owned the property to which the Ground Lease relates and (iii) otherwise satisfies the following requirements of this Section 5 (each, an "**Authorized Ground Lease Document**"). T-Mobile Collocator agrees to execute and deliver, as promptly as reasonably practicable and in any event within 10 Business Days following request therefor by Tower Operator, any Authorized Ground Lease Document, any Authorized Collocation Agreement Document and any other document contemplated and permitted by this Agreement or necessary to give effect to the intent of this Agreement and the other Transaction Documents.

(c) **Exercise of Existing Ground Lease Extensions.** During the Term of any Ground Lease relating to any Site, Tower Operator agrees to exercise prior to the expiration of the applicable Ground Lease and in accordance with the provisions of the applicable Ground Lease, any and all extension options existing as of the Effective Date. Notwithstanding the foregoing, Tower Operator shall not be required to exercise any Ground Lease extension option (A) if T-Mobile Collocator at the Site covered by such Ground Lease is in default of its obligations under this Agreement as to the Site beyond applicable notice and cure periods provided herein, (B) if the then remaining term of such Ground Lease (determined without regard to such extension option) shall extend beyond the term of this Agreement as to such Site taking into account all renewal options that may be exercised by T-Mobile Collocator under this Agreement or (C) if T-Mobile has given a Termination Notice relating to such Site.

(d) **Negotiation of Additional Ground Lease Extensions .**

(i) Tower Operator shall be entitled to negotiate and obtain, in accordance with the provisions of Section 32, the further extension of the term of all Ground Leases subject to the

provisions of Section 5(b) and this Section 5(d). T-Mobile Collocator, if requested by Tower Operator, shall use commercially reasonable efforts to assist Tower Operator (and not interfere with Tower Operator) in obtaining such further extensions; provided that T-Mobile Collocator shall not be required to expend any funds in connection therewith.

(ii) Tower Operator shall provide T-Mobile Collocator with notice (a “**Tower Operator Extension or Relocation Notice**”) 180 days prior to the expiration of any Ground Lease which does not include provisions of renewal beyond the scheduled expiration date (other than any such Ground Lease that is scheduled to expire within 24 months following the Effective Date). The Tower Operator Extension or Relocation Notice shall set forth (A) Tower Operator's intent to negotiate an extension or renewal of such Ground Lease (in which case Tower Operator shall provide subsequent notification of the progress of such negotiations, including the successful completion of the negotiations) or (B) Tower Operator's intent to pursue an alternative site that is in all material respects suitable for T-Mobile Collocator's use at no additional cost to T-Mobile Collocator (in which case such notice shall also describe Tower Operator's plans to relocate T-Mobile Communications Equipment in a manner that shall result in no costs to T-Mobile Collocator and no interruption of T-Mobile Collocator's business). In the event Tower Operator elects to pursue an alternative site, and such alternative site is satisfactory to T-Mobile Collocator, in its reasonable and good faith determination, T-Mobile Collocator shall enter into a lease or sublease agreement with Tower Operator with respect to such alternative site and the T-Mobile Communications Equipment shall be relocated to such alternative site.

(iii) If Tower Operator fails to timely deliver a Tower Operator Extension or Relocation Notice or T-Mobile Collocator, in its reasonable discretion, determines that Tower Operator's plans for an alternative site are not acceptable, the applicable T-Mobile Lessor shall have the right, but not the obligation, to commence negotiations with the applicable Ground Lessor under the expiring Ground Lease (provided that such T-Mobile Lessor (and its Affiliates) may not commence such negotiations until the date that is 120 days prior to the expiration date of the applicable Ground Lease (or until the date that is 60 days prior to the expiration date of the applicable Ground Lease in the case of a Ground Lease the Ground Lessor in respect of which is a Governmental Authority)) and shall act in good faith to not undermine or adversely affect Tower Operator's economic interests in the applicable Site at any time (including by enlisting the direct or indirect support of a Lease Buyout Firm). Upon notice from the applicable T-Mobile Lessor that it intends to commence such negotiations, Tower Operator shall cease all efforts to negotiate an extension or renewal of the applicable Ground Lease and such T-Mobile Lessor may negotiate an extension or renewal of the applicable Ground Lease on terms and conditions that such T-Mobile Lessor determines in its reasonable discretion. If the applicable T-Mobile Lessor completes the foregoing negotiations for, and executes, such Ground Lease extension or renewal, then such T-Mobile Lessor shall provide notice to Tower Operator of same (the “**T-Mobile Lessor Extension Notice**”) and the applicable MPL shall terminate as to the applicable Site as of the day immediately preceding the commencement of such Ground Lease extension or renewal and shall have no further force and effect except for the obligations accruing prior to or as of the termination date for such Site, unless Tower Operator elects to resume its obligations under the applicable MPL and Section 5(a) to comply with all terms, covenants, conditions and provisions of such Ground Lease as if Tower Operator were the “ground lessee” under such Ground Lease by notifying such T-Mobile Lessor of same within 30 days of its receipt of the T-Mobile Lessor Extension Notice. If Tower Operator elects to resume its obligations under the applicable MPL and Section 5(a), then (x) Tower Operator shall indemnify the applicable T-Mobile Lessor for all reasonable costs incurred in connection with the extension or renewal of such Ground Lease and shall be responsible for all



incremental costs relating to such Ground Lease going forward, (y) Tower Operator shall accept and comply with the terms of such Ground Lease as negotiated by such T-Mobile Lessor and (z) the applicable MPL and this Agreement shall continue in full force and effect as if such extension or renewal was a Tower Operator Negotiated Renewal.

(iv) The failure of Tower Operator to provide a Tower Operator Extension or Relocation Notice shall not constitute an event of default or allow T-Mobile Collocator to exercise remedies under this Agreement if the expiring Ground Lease is nevertheless extended or renewed, or a new Ground Lease or similar arrangement is entered into, prior to the Ground Lease's expiration.

(v) If a Ground Lease expires before the term of the applicable MPL or this Agreement expires with respect to any Site, then this Agreement shall have no further force and effect as to the T-Mobile Collocation Space within such Site except for the obligations accruing prior to or as of the expiration date for such Site that are then unperformed.

## **SECTION 6. Condition of the Sites.**

### **(a) Repair and Maintenance of Tower.**

(i) **Repair and Maintenance Obligations of Tower Operator.** Tower Operator has the obligation, right and responsibility to repair and maintain each Site in accordance with tower industry standards, including an obligation to maintain the structural integrity of all of the Towers and to ensure that all of the Towers have at all times the structural loading capacity to hold and support all Communications Equipment then mounted on the Tower. Tower Operator shall maintain and conduct, annually and on a rolling basis, a regularly scheduled tower inspection program that meets or exceeds tower industry standards, and upon request of T-Mobile Collocator, Tower Operator shall provide T-Mobile Collocator with a quarterly summary of the results of such inspection (which summary may be provided in electronic form) (the "**Inspection Summary**"). Subject to the other provisions contained in this Agreement, Tower Operator, at its sole cost and expense, shall monitor (including tower marking/lighting systems and alarms, if required), maintain, reinforce and repair each Site such that T-Mobile Collocator and Tower Subtenants may utilize such Site to the extent permitted in this Agreement.

(ii) **Reserved T-Mobile Loading Capacity.** Tower Operator shall make structural modifications to any Tower when and to the extent necessary to provide sufficient structural loading capacity to enable T-Mobile Collocator to install the T-Mobile Reserved Amount of Tower Equipment in the T-Mobile Primary Tower Space on such Tower (the "**Reserved T-Mobile Loading Capacity**"), subject to obtaining all necessary Governmental Approvals and other approvals and further subject to the following:

(A) Tower Operator shall only be responsible for the costs of structural modifications to any Tower (including costs related to structural analysis, Governmental Approvals and other approvals) to increase the structural loading capacity:

(1) to enable Tower Operator to permit any Person other than T-Mobile Collocator to install Communications Equipment; and

(2) during the period beginning on the Effective Date and ending on the second anniversary of the Effective Date (the "**T-Mobile Modernization Reservation**")

**Period**”), to provide the portion of the Reserved T-Mobile Loading Capacity that (x) existed on such Tower but was not being used by T-Mobile Collocator as of the Effective Date (“**Unused Existing Effective Date Capacity**”), (y) is unavailable at the time that T-Mobile Collocator installs the T-Mobile Reserved Amount of Equipment and (z) is unavailable due to the prior installation (following the Effective Date) of Communications Equipment by any Tower Subtenant or Tower Operator; and

(B) Tower Operator shall not be responsible for the costs of structural modifications to any Tower (including costs related to structural analysis, Governmental Approvals and other approvals) to increase the structural loading capacity:

(1) to provide the portion of the Reserved T-Mobile Loading Capacity in excess of the Unused Existing Effective Date Capacity;

(2) during the T-Mobile Modernization Reservation Period, to provide the portion of the Unused Existing Effective Date Capacity that is unavailable at the time T-Mobile Collocator installs the T-Mobile Reserved Amount of Equipment due to a change in applicable Law that became effective after the Effective Date; or

(3) to enable the installation of any T-Mobile Communications Equipment after the T-Mobile Modernization Reservation Period.

(iii) **Tower Operator Right to Install Equipment.** Tower Operator shall have the right to install its own Communications Equipment or Tower Subtenant Communications Equipment (collectively, “**Third Party Communications Equipment**”) outside of the T-Mobile Collocation Space during or after the T-Mobile Modernization Reservation Period subject to the provisions of Section 6(a)(ii); provided, however, that if the application to install Third Party Communications Equipment is made after the T-Mobile Modernization Reservation Period and after Tower Operator has received an application from T-Mobile Collocator to install any of the T-Mobile Reserved Amount of Tower Equipment (regardless of whether such application from T-Mobile Collocator is made before or after the end of the T-Mobile Modernization Reservation Period), Tower Operator shall, to the extent sufficient structural loading capacity exists and provided that (x) T-Mobile Collocator's application to install the T-Mobile Reserved Amount of Tower Equipment set forth in its application is approved and (y) the installation of the T-Mobile Reserved Amount of Tower Equipment occurs not later than 180 days after completion of structural review, allocate the currently available loading capacity first to the subject T-Mobile Reserved Amount of Tower Equipment and then to the subject Third Party Communications Equipment. Notwithstanding the exclusivity of the T-Mobile Primary Tower Space, Tower Operator and Tower Tenants and their employees, contractors and agents shall have the right to enter the T-Mobile Primary Tower Space at any time, without notice to T-Mobile Collocator, to access other portions of the Tower and to install, operate, inspect, repair, maintain and replace Cables together with related mounting hardware and incidental equipment and to install, operate, inspect, repair, maintain, make improvements to and perform work on the Tower, tower-related components and equipment within the T-Mobile Primary Tower Space.

(b) **Compliance with Laws.** Tower Operator's installation, maintenance and repair of each Site shall comply in all material respects with all Laws and shall be performed in a manner consistent with the general standard of care in the tower industry. Tower Operator assumes all responsibilities, as to each Site, for any fines, levies or other penalties that are imposed as a result of non-compliance, commencing from and after the Effective Date with requirements of the

applicable Governmental Authorities; provided that T-Mobile Collocator shall be responsible and shall indemnify Tower Operator for the portions of all such fines, levies or other penalties that are imposed for, or relating to, periods prior to the Effective Date and relate to non-compliance that existed prior to or on the Effective Date. T-Mobile Collocator assumes all responsibilities, as to each Site, for any fines, levies or other penalties imposed as a result of T-Mobile Collocator's current or future non-compliance with such requirements of the applicable Governmental Authorities unless due to Tower Operator's failure to perform its obligations under this Agreement. Without limiting the foregoing, Tower Operator at its own cost and expense, shall make (or cause to be made) all Modifications to the Sites as may be required from time to time to meet in all material respects the requirements of applicable Laws.

(c) **Access.** Tower Operator agrees to maintain access roads to the Sites in such order and repair as would be required in accordance with tower industry standards and agrees not to take any action (except as required by Law, a Governmental Authority, a Ground Lease, a Collocation Agreement or any other agreement affecting the Site) that would materially diminish or impair any means of access to any Site existing as of the Effective Date. In the event that T-Mobile Collocator requires access to a Site but snow or some other obstruction on or in the access area is preventing or materially hindering access to the Site, Tower Operator shall use commercially reasonable efforts to arrange, at its sole cost and expense, to have such snow or other obstruction removed within 48 hours of notice therefrom from T-Mobile Collocator.

**SECTION 7. Tower Operator Requirements for Modifications; Title to Modifications; Work on the Site.**

(a) Subject to the requirements of this Section 7, Tower Operator may from time to time make such Modifications as Tower Operator deems desirable in the proper conduct of its business in accordance with this Agreement, including the addition or removal of land, construction, modification or addition to the Tower or any other structure it owns or the reconstruction, replacement or alteration thereof. Notwithstanding anything to the contrary contained herein, in no event may Tower Operator make any Modification to any T-Mobile Improvement or modify or replace any T-Mobile Communications Equipment except in the event of an Emergency.

(b) Whenever Tower Operator or any Tower Operator Indemnitee makes Modifications to any Site or installs, maintains, replaces or repairs any Tower Operator Equipment or Improvements, or permits Tower Subtenants (or any Tower Subtenant Related Party) to install, maintain, replace or repair any Tower Subtenant Communications Equipment or Tower Subtenant Improvement (collectively, the "**Tower Operator Work**"), the following provisions shall apply:

(i) No Tower Operator Work shall be commenced until all certificates, licenses, permits, authorizations, consents and approvals necessary for such Tower Operator Work, from all Governmental Authorities having jurisdiction with respect to any Site or such Tower Operator Work, have been obtained. T-Mobile Collocator shall reasonably cooperate with Tower Operator, at Tower Operator's sole cost and expense, as is reasonably necessary for Tower Operator or a Tower Subtenant to obtain such certificates, licenses, permits, authorizations, consents and approvals.

(ii) No Tower Operator Work may be performed in violation of Section 7(a).

(iii) Tower Operator shall (or shall require Tower Subtenant to) commence and perform the Tower Operator Work in accordance with then-current tower industry standards.

(iv) Tower Operator shall require the Tower Operator Work to be done and completed in compliance in all material respects with all Laws.

(v) All Tower Operator Work shall be performed at Tower Operator's sole cost and expense and Tower Operator shall be responsible for payment of same. Tower Operator may pass through these costs and expenses in whole or in part to a Tower Subtenant. Tower Operator shall (or shall require the Tower Operator Indemnitees or Tower Subtenant Related Parties to) provide and pay for all labor, materials, goods, supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the Tower Operator Work. Tower Operator shall (or shall require the Tower Operator Indemnitees or Tower Subtenant Related Parties to) promptly pay when due all costs and expenses incurred in connection with the Tower Operator Work. Tower Operator shall (or shall require the Tower Operator Indemnitees or Tower Subtenant Related Parties to) pay, or cause to be paid, all fees and Taxes required by Law in connection with the Tower Operator Work.

**SECTION 8. *T-Mobile Collocator's and Tower Operator's Obligations With Respect to Tower Subtenants; Interference.***

(a) **Interference to T-Mobile Collocator's Operations.** Tower Operator agrees that neither Tower Operator nor any Tower Subtenant whose Communications Equipment is installed or modified (including modifying the frequency at which such equipment is operated) subsequently to T-Mobile Communications Equipment (a "**Subsequent Use**"), shall permit their equipment to interfere with T-Mobile Collocator's permitted FCC licensed transmissions or reception. In the event that T-Mobile Collocator experiences RF interference in excess of levels permitted by the FCC caused by such Subsequent Use, then (i) T-Mobile Collocator shall notify Tower Operator in writing of such RF interference and (ii) Tower Operator shall use commercially reasonable efforts to cause the party whose Subsequent Use is causing such RF interference to immediately take necessary steps to determine the cause of and eliminate such RF interference. If such interference continues for a period in excess of 72 hours after Tower Operator's receipt of notice from T-Mobile Collocator, Tower Operator shall request that Tower Subtenant reduce power or cease operations until such time as Tower Subtenant can make repairs to the interfering equipment. In the event that such Tower Subtenant fails to promptly reduce power or cease operations as requested, then Tower Operator shall terminate the operation of the Communications Equipment causing such RF interference at Tower Operator's (or such Tower Subtenant's) cost if and to the extent permitted by the terms of any applicable Collocation Agreements.

(b) **Interference by T-Mobile Collocator.** Notwithstanding any prior approval by Tower Operator of T-Mobile Communications Equipment, T-Mobile Collocator agrees that it shall not allow T-Mobile Communications Equipment installed or modified subsequently to any Tower Operator or Tower Subtenant's Communications Equipment to cause RF interference to Tower Operator's or any Tower Subtenant's permitted FCC licensed transmissions or reception in excess of levels permitted by the FCC. If T-Mobile Collocator is notified in writing that its operations are causing such RF interference, T-Mobile Collocator shall immediately take all commercially reasonable efforts and necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of 72 hours following such notification, Tower Operator shall have the right to require T-Mobile Collocator to reduce power or cease operations until such time as T-Mobile Collocator can make repairs to the interfering Communications Equipment. In the event that T-Mobile Collocator fails to promptly take such action as agreed, then Tower Operator

shall have the right to terminate the operation of the Communications Equipment causing such RF interference, at T-Mobile Collocator's cost, and notwithstanding anything to the contrary contained herein without liability to Tower Operator for any inconvenience, disturbance, loss of business or other damage to T-Mobile Collocator as the result of such actions. T-Mobile Collocator also agrees that it shall neither install T-Mobile Communications Equipment nor subsequently modify it such that it is not authorized by, or violates, any applicable Laws or is not made or installed in accordance with good engineering practices.

(c) **Rights of Tower Subtenants under Collocation Agreements.** Notwithstanding anything to the contrary contained herein, the obligations of Tower Operator hereunder as to any Site are subject to any limitations imposed by any applicable Law and to the rights of any Tower Subtenant under any Collocation Agreement in existence as of the Effective Date at such Site. To the extent that any such Collocation Agreement or any applicable Law prohibits Tower Operator from performing the obligations of Tower Operator hereunder, Tower Operator shall be required to perform such obligations only to the extent not so prohibited and shall have no liability with respect thereto to T-Mobile Collocator.

## **SECTION 9.**

### ***T-Mobile Collocation Space.***

(a) **Collocation Space.** As used herein, "***T-Mobile Collocation Space***," as to each Site, means:

(i) The portions of the Land comprising such Site on which any portion of the T-Mobile Improvements or T-Mobile Communications Equipment is located, operated or maintained as of the Effective Date, including the air space above such portion of the Land, to the extent such air space is not occupied by a third party or the tower or Communications Equipment owned by Tower Operator on the Effective Date (the "***Effective Date Ground Space***"). In the event that T-Mobile Collocator, as of the Effective Date, occupies less than 240 square feet of Land at such Site, T-Mobile Collocator shall have the exclusive right to occupy up to a maximum area of 240 square feet of contiguous and usable ground space in a 12 foot by 20 foot configuration and the air space above such ground space, to the extent such air space is not occupied by a Tower or Communications Equipment on such Tower or otherwise by a third party on the Effective Date and such space shall be part of the T-Mobile Collocation Space (the greater of such space and the Effective Date Ground Space, the "***T-Mobile Primary Ground Space***"). The T-Mobile Primary Ground Space at any Site shall be documented in the Site Lease Agreement for such Site. If contiguous and usable ground space is not available at a Site in a 12 foot by 20 foot configuration, T-Mobile Collocator shall have the exclusive right to occupy 240 square feet of contiguous and usable ground space such Site in such configuration as T-Mobile Collocator elects and such space shall be deemed to be the T-Mobile Primary Ground Space at such Site and shall be documented in the Site Lease Agreement for such Site. If on the Effective Date, at any Site there is less than 240 square feet of ground space available for T-Mobile Collocator's exclusive use within such Site, the T-Mobile Primary Ground Space at such Site shall be the ground space within such Site occupied by T-Mobile Collocator on the Effective Date and any additional available ground space within such Site on the Effective Date, and the T-Mobile Primary Ground Space shall be documented in the Site Lease Agreement for such Site. Notwithstanding the foregoing, if a Site has less than 1,000 square feet of ground space in the aggregate and T-Mobile Collocator's Effective Date Ground Space is less than 240 square feet within such Site, then Tower Operator shall not be obligated to reserve any additional ground space available within such Site as of the Effective Date for T-Mobile Collocator, and the Effective Date Ground Space shall be documented in the Site Lease Agreement for such Site as the T-Mobile Primary Ground Space, and Tower Operator may, at any time during

the Term of this Agreement, use or permit a Tower Subtenant to use any ground space that is not then being used by T-Mobile Collocator as part of the Effective Date Ground Space without obtaining T-Mobile Collocator's consent; provided, however, that if, at any point after the Effective Date, T-Mobile Collocator desires to use additional ground space and increase its T-Mobile Primary Ground Space within such Site to up to 240 square feet and such space is not then being used (including committed to use) by Tower Operator or a Tower Subtenant, T-Mobile Collocator shall have the right, after completion of the application and amendment process described in Section 9(e) and entering into an amendment to the Site Lease Agreement for such Site, to increase the T-Mobile Primary Ground Space within such Site to up to 240 square feet by adding such additional ground space and to use such additional ground space at no additional cost to T-Mobile Collocator. If there is insufficient ground space at any Site for the use of other Tower Subtenants, Tower Operator shall have the right to permit such other Tower Subtenants, at their sole cost and expense, to stack ground equipment above the ground equipment maintained by T-Mobile Collocator in the T-Mobile Primary Ground Space;

(ii) The portion of the Tower on such Site on or within which any portion of T-Mobile Communications Equipment is located, operated or maintained (including portions of the Tower on which any antennas, transmission lines, amplifiers, filters and other Tower mounted equipment are located) as of the Effective Date (the "**Effective Date Tower Space**"). In the event T-Mobile Collocator occupies less than eight contiguous vertical feet of space on such Tower, T-Mobile Collocator's exclusive reserved space on such Tower shall include any additional and unoccupied vertical space adjacent to the space occupied by T-Mobile Collocator as is necessary to provide T-Mobile Collocator with such eight contiguous vertical feet of space on such Tower which shall be four contiguous feet of vertical space on each Tower above and below the T-Mobile Primary Tower Space RAD Center on such Tower on the Effective Date (eight feet of vertical space in total) (the greater of such space or the Effective Date Tower Space, the "**T-Mobile Primary Tower Space**"). Notwithstanding the exclusivity of the T-Mobile Primary Tower Space, Tower Operator and Tower Subtenants and their employees, contractors and agents shall have the right to enter the T-Mobile Primary Tower Space at any time, without notice to T-Mobile Collocator, to access other portions of the Tower and to install, operate, inspect, repair, maintain and replace Cables together with related mounting hardware and incidental equipment and to install, operate, inspect, repair, maintain, make improvements to and perform work on the Tower, tower-related components and equipment within the T-Mobile Primary Tower Space. If such additional space is occupied by a Tower Subtenant on the Effective Date or such configuration is prohibited by Law, Tower Operator shall be required to provide only such additional space as is available or allowed by Law, as applicable. Notwithstanding the foregoing, with respect to Towers that are less than 100 feet in height, upon obtaining T-Mobile Collocator's prior written consent, which consent cannot be subject to any conditions and cannot be unreasonably withheld or delayed (and T-Mobile Collocator's failure to respond to such notice within 10 Business Days shall be deemed to constitute consent thereto), Tower Operator shall have the right to install Communications Equipment of other Tower Subtenants within the T-Mobile Primary Tower Space; provided that such Communications Equipment may not be installed within the vertical envelope of space then occupied by the primary antenna array of the T-Mobile Communications Equipment located within the T-Mobile Primary Tower Space;

(iii) Any Additional Ground Space;

(iv) Any and all rights pursuant to Section 9(c), Section 9(d), Section 9(g), Section 9(h) and Section 10 and all appurtenant rights reasonably inferable to permit T-Mobile Collocator's

full use and enjoyment of the T-Mobile Collocation Space including the rights specifically described in this Section 9, all in accordance with this Section 9; and

(v) Tower Operator shall prevent and eliminate obstructions on a Site that prevent T-Mobile Collocator from having access to repair and replace all of the T-Mobile Communications Equipment and T-Mobile Improvements (including related Cables) or from being able to fully open any equipment cabinet doors in such space and repair and replace equipment therein.

(b) **T-Mobile Collocator Permitted Use.** T-Mobile Collocator shall use the T-Mobile Collocation Space at each Site only for installation, modification, use, operation, repair and replacement of T-Mobile Collocator's Communications Facility. T-Mobile Collocator shall not use the T-Mobile Collocation Space at any Site in a manner that would reasonably be expected to materially impair Tower Operator's rights or interest in such Site or in a manner that would reasonably make possible a Claim or Claims of adverse possession by the public, as such, or any other Person (other than T-Mobile Collocator), or of implied dedication of such T-Mobile Collocation Space. Except as specifically permitted hereunder, T-Mobile Collocator shall have no right to use or occupy any space at any Site other than the T-Mobile Collocation Space that it occupies from time to time in accordance with the terms of this Agreement nor to share the use of its T-Mobile Collocation Space with any Affiliate or third party (except with exclusive Backhaul Operators as specifically permitted in Section 19(d)). T-Mobile Collocator's use of the T-Mobile Collocation Space and its Communication Equipment (except as specifically permitted hereunder) shall not compete with Tower Operator's collocation business, operations or collocation activities at the Sites or in any way prevent, diminish, hinder or interfere with Tower Operator's opportunity to derive collocation revenue from the Sites (it being understood and agreed that the foregoing would prohibit T-Mobile Collocator from utilizing the T-Mobile Collocation Space or its Communication Equipment to engage in network hosting without entering into a collocation agreement with Tower Operator that permits such use (which collocation agreement must be reasonably satisfactory to Tower Operator and provide additional compensation to Tower Operator)). Notwithstanding anything to the contrary herein, T-Mobile Collocator shall be permitted to use the radio frequency signal generated by the T-Mobile Communications Equipment to provide third parties with customary, industry standard roaming or mobile virtual network services.

(c) Collocator shall have the right, at any time, to install, maintain, modify, replace and operate in the T-Mobile Collocation Space on the Tower any Communications Equipment consisting of the greater of (i) antennas, remote radio units and associated tower mounting equipment having an aggregate Wind Load Surface Area of 21,000 square inches and up to 24 lines of Cables or (ii) antennas (including microwave antennas and dishes), remote radio units and associated tower mounting equipment and Cables having an aggregate Wind Load Surface Area that is not in excess of the aggregate Wind Load Surface Area of the antennas, remote radio units and associated tower mounting equipment and Cables located on the applicable Tower as of the Effective Date (collectively, the "**T-Mobile Reserved Amount of Tower Equipment**"). Schedule 9(c) attached hereto contains sample calculations of the Wind Load Surface Area for hypothetical configurations of Communications Equipment; provided that the example calculations set forth in Schedule 9(c) are intended as examples only and not as a limitation or prescription on the configurations of the actual T-Mobile Communications Equipment. The foregoing shall not limit T-Mobile Collocator's rights to place in the T-Mobile Collocation Space on a Tower, panel antennas or Cables of different size or structural loading characteristics or equipment of a different shape or technology or a different transmission frequency than that which exists on such Tower on the

Effective Date; provided that (x) T-Mobile Collocator shall comply with Tower Operator's standard application and amendment process set forth in Section 9(e) and (y) such antennas, Cables and equipment do not exceed the Wind Load Surface Area and the structural loading capacity of the T-Mobile Reserved Amount of Tower Equipment. Subject to the foregoing limitations, as to each Site, T-Mobile Collocator shall have the right to install, maintain, modify, replace and operate, at no additional collocation rent, any Communications Equipment and Improvements that it deems necessary in the T-Mobile Primary Ground Space. All modifications, additions and replacements of any Communications Equipment in the T-Mobile Collocation Space on the Tower that do not constitute Additional Equipment pursuant to Section 9(d) may be made without any increase in the T-Mobile Total Rent Amount. Notwithstanding the above, the windloading of Communications Equipment on a Tower for structural capacity and other purposes shall be determined in accordance with Tower Operator's standard protocols and procedures for determining effective projected area. Exhibit E attached hereto contains sample calculations of the effective projected area for the hypothetical configuration of Communications Equipment set forth in Schedule 9(c).

(d) **Additional T-Mobile Communications Equipment In the T-Mobile Collocation Space** . T-Mobile Collocator may apply to Tower Operator to install, maintain, modify, replace and operate Communications Equipment in the T-Mobile Primary Tower Space in excess of the T-Mobile Reserved Amount of Tower Equipment (collectively "**Additional Equipment**"); provided that there is sufficient structural load capacity available on the Tower at the time T-Mobile Collocator applies to install such Additional Equipment. The application shall be processed and an amendment to the subject Site Lease Agreement shall be executed to document any Additional Equipment or any changes to existing equipment as of the Effective Date in accordance with Section 9(e).

(e) **Application and Amendment Process** .

(i) T-Mobile Collocator's rights to install and operate any T-Mobile Communications Equipment at a Site in addition to or in replacement of the T-Mobile Communications Equipment existing at the Site as of the Effective Date shall not become effective, and installation of such additional T-Mobile Communications Equipment or modification of the existing T-Mobile Communications Equipment at a Site shall not commence, until the following conditions are satisfied: (A) Tower Operator has received any written consent required under the Ground Lease to allow Tower Operator to permit such installation or modification, (B) T-Mobile Collocator has submitted to Tower Operator and Tower Operator has approved T-Mobile Collocator's application for such installation or modification (a "**Site Engineering Application**"); (C) Tower Operator has received and approved T-Mobile Collocator's drawings showing the installation or modification of the T-Mobile Communications Equipment; (D) Tower Operator has reviewed and accepted all permits obtained by T-Mobile Collocator for its installation or Modification of the T-Mobile Communications Equipment and all required regulatory or governmental approvals of T-Mobile Collocator's proposed installation or modification at the Site; (E) Tower Operator has received a waiver of any applicable rights of first refusal in and to the space in which any new equipment shall be located as identified by T-Mobile Collocator in the Site Engineering Application; (F) any Site Application Fee, Application Revision Fee, Inspection Fee for Third Party Work, Regulatory Fees, Structural Analysis Fee, Intermodulation Study Fee and fee for AM Detuning Study and any other applicable fees have been paid (such fees shall be determined from time to time in accordance with Tower Operator's current business practices and prevailing rates), (G) a Site Lease Agreement and an amendment to the Site Lease Agreement have been executed; and (H) Tower Operator has issued a notice to proceed with the proposed installation or modification; provided that if the conditions precedent listed in clauses (A) through (H) of this sentence are satisfied or determined



not to be applicable, then Tower Operator's approval of the subject Site Engineering Application to install T-Mobile Communications Equipment that is within the T-Mobile Reserved Amount of Tower Equipment shall not be unreasonably withheld, conditioned or delayed. If any applicable condition precedent is not satisfied within 180 days of the date of the amendment of the subject Site Lease Agreement or within such other period as may be specified in the subject amendment of the Site Lease Agreement, Tower Operator and T-Mobile Collocator shall each have the right to terminate the subject amendment of the subject Site Lease Agreement. The terminating party shall provide notice to the other party in the event that the amendment of the subject Site Lease Agreement is terminated due to failure to satisfy conditions precedent. Tower Operator shall endeavor to obtain, and T-Mobile Collocator shall cooperate to assist in obtaining, prompt satisfaction of any conditions precedent.

(ii) T-Mobile Collocator must provide Tower Operator with copies of any zoning application or amendment that T-Mobile Collocator submits to the applicable zoning authority in relation to its installation or modification of Equipment at a Site at least 72 hours prior to submission to the applicable zoning authority. Tower Operator also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property, or any existing or future Tower Subtenant, as a condition of such zoning authority's approval and that would or could reduce the duration of the use of the subject Site or the operations thereon or decrease the value of the Site or its use or impair or impede Tower Operator's or the Tower Subtenants' operations at the Site, or create a risk of regulatory violations; provided, however, that Tower Operator shall not unreasonably reject any conditions of approval if none of the foregoing factors are present in Tower Operator's judgment and T-Mobile Collocator agrees to pay the cost of satisfying such conditions of approval. T-Mobile Collocator shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by T-Mobile Collocator, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

(f) **Lease and Sublease; Appurtenant Rights** . T-Mobile Collocator and Tower Operator expressly acknowledge that (i) the T-Mobile Collocation Space at each Lease Site is deemed to be leased, subleased or otherwise made available by T-Mobile Lessor to Tower Operator pursuant to the applicable MPL, and subleased back or otherwise made available to T-Mobile Collocator, pursuant to this Agreement, and (ii) the T-Mobile Collocation Space at each Managed Site shall be deemed reserved for or otherwise be made available to T-Mobile Collocator pursuant to this Agreement, in each case at each Lease Site and Managed Site for the exclusive possession (subject to Section 9(a)(ii)) and use by T-Mobile Collocator (except as otherwise expressly provided herein), whether or not such T-Mobile Collocation Space is now or hereafter occupied. T-Mobile Collocator shall have the right to occupy at all times the portions of Land, the Improvements and Tower occupied as of the Effective Date and any additional space constituting T-Mobile Collocation Space and to repair, replace and modify any equipment of T-Mobile Collocator therein or thereon. Tower Operator also grants to T-Mobile Collocator as to each Site, and T-Mobile Collocator reserves and shall at all times retain (for the benefit of T-Mobile Collocator), subject to the terms of this Agreement, the Ground Leases, the rights of Tower Subtenants and applicable laws:

(i) **Site Access** . A non-exclusive right and easement (over the surface of the Site) for ingress to and egress from the entire Site, and access to the entire Tower and all Improvements to such Site and Tower, at such times (on a 24-hour, seven day per week basis unless otherwise limited by the Ground Lease, but subject to giving Tower Operator at least one

Business Day's prior notice), to such extent, and in such means and manners (on foot or by motor vehicle, including trucks and other heavy equipment), as T-Mobile Collocator (and its authorized contractors, subcontractors, engineers, agents, advisors consultants, representatives, or other persons authorized by T-Mobile Collocator) deems reasonably necessary in connection with its full use and enjoyment of the T-Mobile Collocation Space, including a right to construct, install, use, operate, maintain, repair and replace all of its equipment now or hereafter located in the applicable T-Mobile Collocation Space;

(ii) **Tower Access.** The right to undertake any activity that involves having T-Mobile Collocator or its contractors, subcontractors, engineers, agents, advisors, consultants, representatives, or other Persons authorized by T-Mobile Collocator climb the Tower at any Site; provided, however, that T-Mobile Collocator must ensure that any such Person must work for a vendor approved by Tower Operator; provided further that T-Mobile Collocator shall, except in the event of an Emergency, give Tower Operator at least one Business Day's prior written notice of its intention to exercise such right;

(iii) **Storage.** The right, exercisable during periods in which T-Mobile Collocator is actively performing work at a Site, to use any unoccupied portion of the ground space at the applicable Site for purposes of temporary location and storage of any of its equipment and for performing any repairs or replacements; provided, however, that T-Mobile Collocator shall be required to remove any of its stored Communications Equipment on any unoccupied portion of the Site upon 10 days' prior written notice from Tower Operator if such unoccupied portion of the Site is under sublease or other occupancy arrangement with a Tower Subtenant that is prepared to take occupancy of such portion of the Site or is otherwise required for use by Tower Operator for work or storage at such Site; and

(iv) **Utility Lines.** A non-exclusive right and easement for the use, operation, maintenance, repair and replacement of all utility lines, Cables and all equipment and appurtenances located on the Site and providing electrical, gas and any other utility service to T-Mobile's Communications Facility on the Site, which right and easement includes the right of T-Mobile Collocator and its agents, employees and contractors to enter upon the Site to repair, maintain and replace such utility facilities. T-Mobile Collocator shall have the absolute right to contract with any utility service providers it elects, from time to time, for utility services.

(g) **Maintenance.** T-Mobile Collocator shall, at all times during the Term as to any Site, at T-Mobile Collocator's sole cost and expense, keep and maintain T-Mobile Communications Equipment and T-Mobile Improvements in a structurally safe and sound condition and in working order, in accordance with the general standard of care in the telecommunications industry, subject to Tower Operator's obligations with respect to the maintenance, repair and reinforcement of the Included Property hereunder.

(h) **No Obligation With Respect to Communications Facility.** In addition to, and not in limitation of any right of T-Mobile Collocator under Section 3), and notwithstanding anything in this Agreement to the contrary, without limiting or diminishing T-Mobile Collocator's payment obligations hereunder in any manner, including its obligation to pay the T-Mobile Total Rent Amount, T-Mobile Collocator shall not have any obligation to occupy or to operate a Communications Facility on the T-Mobile Collocation Space of any Site, and T-Mobile Collocator shall have the right, exercisable at any time during the Term as to any Site, to cease occupying or operating T-Mobile's

Communications Facility on the T-Mobile Collocation Space of such Site, and retain its right to such T-Mobile Collocation Space.

(i) **Restoration.** T-Mobile Collocator shall restore any property damage (normal wear and tear excepted) to any Site or appurtenant property or any access roads thereto caused, following the Effective Date, by motor vehicles, trucks or heavy equipment of T-Mobile Collocator or any of its employees, agents, contractors or designees. If such restoration work is not performed by T-Mobile Collocator within 30 days after written notice from Tower Operator (or if not capable of being performed within such 30-day period, then within a reasonable period of time, provided that T-Mobile Collocator is actively and diligently pursuing completion of such restoration work), Tower Operator may, but shall not be obligated to perform such work on behalf of and for the account of T-Mobile Collocator, and T-Mobile Collocator shall reimburse Tower Operator for the reasonable costs of such restoration work within 30 days after Tower Operator delivers to T-Mobile Collocator a written invoice therefor, together with reasonable evidence of the incurrence of such costs. For the avoidance of doubt, any damage caused by T-Mobile Collocator to any Site or appurtenant property or access roads and any failure by T-Mobile Collocator to cure such damage as required hereby, shall not constitute a breach of or default by Tower Operator under this Agreement or give rise to any obligation by Tower Operator to indemnify T-Mobile Collocator's Indemnitees under this Agreement.

(j) **Waiver.** Tower Operator agrees to and does hereby waive and relinquish any lien of any kind and any and all rights, statutory or otherwise, including levy, execution and sale for unpaid rents, that Tower Operator may have or obtain on or with respect to any T-Mobile Communications Equipment or T-Mobile Improvements which shall be deemed personal property for the purposes of this Agreement, whether or not the same is real or personal property under applicable Law.

**SECTION 10. *Tower and Site Modifications, Replacement, Expansion and Substitution and Rights With Respect to Additional Ground Space and Tower Space.***

(a) **Tower and Site Modifications.** With respect to any Site for which the structural capacity of the Tower is not sufficient as of the Effective Date to support the T-Mobile Reserved Amount of Tower Equipment, Tower Operator may, upon request by T-Mobile Collocator and at T-Mobile Collocator's cost and expense (as a T-Mobile Collocator capital expenditure, without any increase in the T-Mobile Total Rent Amount or payment of any fee or charge to Tower Operator), make any Modifications to a Tower that it reasonably deems necessary to increase the structural capacity of such Tower to support the T-Mobile Reserved Amount of Tower Equipment; provided that the costs of such Modifications shall be as mutually agreed to by the Parties acting in good faith and shall be consistent with prevailing commercial prices at the relevant time. The structural loading capacity of a Tower and the structural loading thereon shall be determined based on a structural report obtained by Tower Operator at T-Mobile Collocator's cost. If Tower Operator increasing the height of a Tower at the request of T-Mobile Collocator results in a requirement for FAA mandated lighting of such Tower, T-Mobile Collocator shall pay the cost of installing such lighting, the cost of obtaining or amending the FCC Antenna Structure Registration for the Tower ("**ASR**"), including any environmental studies, and the cost of industry-standard lighting equipment for Tower Operator to monitor the lighting of such Tower, similar to the monitoring equipment at other lighted Sites and the reasonable and customary ongoing electrical expense and other operating expenses associated with maintaining such Tower lighting. If the increase in Tower height at the request of T-Mobile Collocator results in a requirement to detune the Tower, T-Mobile

Collocator shall pay the cost of the related detuning equipment and its installation. If T-Mobile Collocator desires to replace or reinforce a Tower and requests that Tower Operator perform such work, Tower Operator shall or shall cause such work to be performed, and T-Mobile Collocator shall pay the actual, customary and reasonable one-time cost of such work (as a T-Mobile Collocator capital expenditure, without any increase in the T-Mobile Total Rent Amount or payment of any fee or charge to Tower Operator), together with all actual, customary and reasonable costs incident thereto and a mutually acceptable construction management fee, within 30 days after Tower Operator delivers to T-Mobile Collocator a written invoice and reasonable supporting documentation for the cost of such work.

(b) **Right of Substitution.** (i) Notwithstanding anything to the contrary contained in this Agreement, within 15 Business Days after request by T-Mobile Collocator, Tower Operator shall notify T-Mobile Collocator whether there is any Available Space in respect of any Site. If any such Available Space then exists, T-Mobile Collocator shall have the one-time Right of Substitution as to such Available Space upon completing Tower Operator's standard application and amendment procedures, as described in Section 9(e), and obtaining the prior written consent of Tower Operator, which consent shall not be unreasonably withheld, conditioned or delayed; provided that Tower Operator shall be entitled to perform, in its reasonable discretion, a structural analysis, at T-Mobile Collocator's sole cost and expense, prior to consenting to such Right of Substitution. For the avoidance of doubt, T-Mobile Collocator may only exercise a Right of Substitution one time with respect to each Site.

(i) If T-Mobile Collocator elects to exercise its Right of Substitution, then, upon completion of the relocation of the Communications Equipment and Improvements of T-Mobile Collocator on the Site (at T-Mobile Collocator's expense) the previously existing T-Mobile Collocation Space of the applicable Site shall automatically be released by T-Mobile Collocator and become a part of the Available Space of such Site and T-Mobile Collocator shall deliver such space in good condition, repair and order, reasonable wear and tear excepted, and shall remove all T-Mobile Communications Equipment therefrom and restore any damage thereto caused by, through or under any T-Mobile Group Member. Subject to the terms of this Agreement, and concurrently therewith, the Available Space on such Site to which the Communications Equipment and Improvements of T-Mobile Collocator have been relocated shall automatically become and constitute the T-Mobile Collocation Space.

(ii) The Parties shall promptly execute an amendment to the applicable Site Lease Agreement for the Site at which such Right of Substitution was exercised. T-Mobile Collocator shall, at its cost and expense, complete the relocation of its Communications Equipment.

(c) **Additional Ground Space.** If T-Mobile Collocator deems it necessary to obtain additional ground space ("**Additional Ground Space**") to accommodate T-Mobile Collocator's needs at any Site, T-Mobile Collocator and Tower Operator shall cooperate to determine the availability of such space and negotiate the lease of such additional space if available on such Site or determine how to secure such space if it is not available on such Site and shall follow Tower Operator's standard application and amendment procedures as described in Section 9(e). If Tower Operator determines in its reasonable discretion that such Additional Ground Space is currently available at such Site, Tower Operator and T-Mobile Collocator shall enter into an amendment to the applicable Site Lease Agreement setting forth the terms under which T-Mobile Collocator shall lease any Additional Ground Space, which shall be negotiated by the Parties in good faith at the time T-Mobile deems it necessary to obtain such Additional Ground Space. Tower Operator shall

be entitled to additional rent from T-Mobile Collocator if (i) the Additional Ground Space includes space outside of the ground space of the Site at the Effective Date or (ii) space in excess of the greater of (x) the Effective Date Ground Space and (y) 240 square feet of ground space.

(d) **Required Ground Lessor and Governmental Consents.** If the installation of any T-Mobile Communications Equipment, T-Mobile Improvement or any Tower Modification that T-Mobile Collocator desires to make requires the consent, approval, obtaining a zoning variance, or other action of a Ground Lessor, Governmental Authority or any other Person, as applicable, T-Mobile Collocator shall be responsible for obtaining the same at its sole cost and expense. If the installation of any Communications Equipment, Improvement or any Tower Modification that Tower Operator desires to make requires the consent, approval, obtaining a zoning variance, or other action of a Ground Lessor, Governmental Authority or any other Person, as applicable, Tower Operator shall be responsible for obtaining the same at its sole cost and expense or at the cost and expense of the applicable Tower Subtenant.

**SECTION 11. [Reserved].**

**SECTION 12. Limitations on Liens.** T-Mobile Collocator shall not create or incur (and shall cause its Affiliates not to create or incur) any Lien (other than Permitted Encumbrances) against all or any part of any Site. If any such Lien (other than Permitted Encumbrances) is filed against all or any part of any Site as a result of the acts or omissions of T-Mobile Collocator or any of its Affiliates, T-Mobile Collocator shall cause the same to be promptly discharged by payment, satisfaction or posting of bond within 30 days after obtaining knowledge of such Lien. If T-Mobile Collocator fails to cause any such Lien (other than Permitted Encumbrances) to be discharged within such 30-day period, Tower Operator shall have the right, but not the obligation, to cause such Lien to be discharged and may pay the amount of such Lien in order to do so. If Tower Operator makes any such payment, all amounts paid by Tower Operator shall be payable by T-Mobile Collocator to Tower Operator within 30 days after Tower Operator delivers a written invoice to T-Mobile Collocator for the same.

**SECTION 13. Tower Operator Indemnity; T-Mobile Collocator Indemnity; Procedure For All Indemnity Claims.**

(a) **Tower Operator Indemnity.**

(i) Without limiting Tower Operator's other obligations under this Agreement, Tower Operator agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless from, against and in respect of any and all Claims that arise out of or relate to:

(A) any default, breach or nonperformance by Tower Operator of its obligations and covenants under this Agreement;

(B) Tower Operator's use, operation, maintenance or occupancy of any part of a Site in violation of the terms of this Agreement or any applicable Ground Lease;

(C) the acts or omissions of a Tower Operator Indemnitee or any of its engineers, contractors or subcontractors; and

(D) all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications with Tower Operator and its Affiliates agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement;

provided, however, that notwithstanding the foregoing, Tower Operator will (x) only be obliged to indemnify, defend and hold the T-Mobile Indemnitees harmless from, against and in respect of Claims arising from or relating to any default, breach or nonperformance of Section 32 in the event that the Purchase Option with respect to the applicable Site is not exercised by the Tower Operator in accordance with the applicable MPL and (y) not be obliged to indemnify, defend and hold the T-Mobile Indemnitees harmless from, against and in respect of Claims arising from or relating to any default, breach or nonperformance of any term of this Agreement that requires Tower Operator to comply in all respects with any applicable Law (including, for the avoidance of doubt, any applicable Environmental Law) or any Ground Lease if (1) Tower Operator complies with such Law or such Ground Lease, as applicable, in all material respects and (2) no claims, demands, assessments, actions, suits, fines, levies or other penalties have been asserted against or imposed on T-Mobile Collocator by any Governmental Authority as a result of Tower Operator's non-compliance in all respects with such Law or by the applicable Ground Lessor as a result of Tower Operator's non-compliance in all respects with such Ground Lease.

(ii) Tower Operator further agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless under any other provision of this Agreement which expressly provides that Tower Operator shall indemnify, defend and hold harmless any T-Mobile Indemnitee with respect to the matters covered in such provision.

**(b) T-Mobile Collocator Indemnity.**

(i) Without limiting T-Mobile Collocator's other obligations under this Agreement, T-Mobile Collocator agrees to indemnify, defend and hold each Tower Operator Indemnitee harmless from, against and in respect of any and all Claims that arise out of or relate to:

(A) any default, breach or nonperformance of its obligations and covenants under this Agreement;

(B) the acts or omissions of a T-Mobile Indemnitee or any of their respective engineers, contractors or subcontractors;

(C) any work at a Site performed at by or at the direction of a T-Mobile Indemnitee (but not including any work at any Site that Tower Operator is required to perform pursuant to this Agreement that T-Mobile Collocator elects to perform under Section 24);

(D) any T-Mobile Indemnitee's use, operation, maintenance or occupancy of any T-Mobile Communications Equipment or any portion of any Site (including the T-Mobile Collocation Space) in violation of the terms of this Agreement or any applicable Ground Lease; and

(E) all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications with T-Mobile Collocator or its agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement.

(ii) T-Mobile Collocator further agrees to indemnify, defend and hold each Tower Operator Indemnitee harmless under any other provision of this Agreement which expressly provides that T-Mobile Collocator shall indemnify, defend and hold harmless any Tower Operator Indemnitee with respect to the matters covered in such provision.

(c) **Indemnification Claim Procedure.**

(i) Any Indemnified Party shall promptly notify the Party or Parties alleged to be obligated to indemnify (the "**Indemnifying Party**") in writing of any relevant pending or threatened Claim by a third party (a "**Third Party Claim**"), describing in reasonable detail the facts and circumstances with respect to the subject matter of the Claim; provided, however, that delay in providing such notice shall not release the Indemnifying Party from any of its obligations under Section 13(a) or Section 13(b), except to the extent (and only to the extent) the delay actually and materially prejudices the Indemnifying Party's ability to defend such Claim.

(ii) The Indemnifying Party may assume and control the defense of any Third Party Claim with counsel selected by the Indemnifying Party that is reasonably acceptable to the Indemnified Party by accepting its obligation to defend in writing and agreeing to pay defense costs (including attorney's fees and expenses) within 30 days of receiving notice of the Third Party Claim. If the Indemnifying Party declines, fails to respond to the notice, or fails to assume defense of the Third Party Claim within such 30-day period, then the Indemnified Party may control the defense and the Indemnifying Party shall pay all defense costs as incurred by the Indemnified Party. The Party that is not controlling the defense of the Third Party Claim shall have the right to participate in the defense and to retain separate counsel at its own expense. The Party that is controlling the defense shall use reasonable efforts to inform the other Party about the status of the defense. The Parties shall cooperate in good faith in the defense of any Third Party Claim. Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the Indemnified Party in defending such Third Party Claim) if the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnified Party that the Indemnified Party reasonably determines, after conferring with its outside counsel, cannot reasonably be separated from any related claim for money damages. If such equitable relief or other relief portion of the Third Party Claim can be so separated from that for money damages, the Indemnifying Party shall be entitled to assume the defense of the portion relating to money damages.

(iii) The Indemnifying Party shall not consent to a settlement of, or the entry of any judgment arising out of or in connection with, any Third Party Claim, without the consent of any Indemnified Party; provided, however, that the Indemnified Party shall not withhold its consent if such settlement or judgment involves solely the payment of money, without any finding or admission of any violation of Law or admission of any wrongdoing. The Indemnifying Party shall pay or cause to be paid all amounts arising out of such settlement or judgment concurrently with the effectiveness of such settlement and obtain, as a condition of any settlement or judgment, a complete and unconditional release of each relevant Indemnified Party from any and all liability in respect of such Third Party Claim.

(iv) For indemnification Claims other than Third Party Claims, the Indemnified Party promptly shall notify the Indemnifying Party in writing of any Claim for indemnification, describing in reasonable detail the basis for such Claim. Within 30 days following receipt of this

notice, the Indemnifying Party shall respond, stating whether it disputes the existence or scope of an obligation to indemnify the Indemnified Party under this Section 13. If the Indemnifying Party does not notify the Indemnified party within such 30-day period that the Indemnifying Party disputes its liability to the Indemnified Party under Section 13(a) or Section 13(b), as applicable, such Claim specified by the Indemnified Party in such notice shall be conclusively deemed a liability of the Indemnifying Party under Section 13(a) or Section 13(b), as applicable, and the Indemnifying Party shall pay the amount of such Claim to the Indemnified Party on demand or, in the case of any notice in which the amount of the Claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined. If the Indemnifying Party disputes the existence or scope of an obligation to indemnify for the Claim within such 30-day period, it shall explain in reasonable detail the basis for the dispute. If the Parties disagree on the scope or existence of an indemnification obligation for the Claim, management representatives of the Indemnified Party and the Indemnifying Party, at the Vice President level or higher, shall meet or confer by telephone within 20 Business Days in an attempt in good faith to resolve such dispute. If such Persons are unable to resolve the dispute, either Party may act to resolve the dispute in accordance with Sections 33(i) and 33(j).

(d) During the Term, for any dispute or litigation that arises during the Term in connection with any Ground Lessor, Ground Lease, Collocation Agreement, Tower Subtenant or any other issue relating to the operation of the Sites (collectively, "**Disputes**"), Tower Operator shall have the right to control, prosecute, settle or compromise such Disputes; provided, however, that Tower Operator shall not settle or compromise such Disputes (i) for which Tower Operator is seeking a claim for indemnification under the Master Agreement or (ii) if the settlement or compromise involves an admission of any violation of Law or admission of wrongdoing by T-Mobile Collocator, in each case without T-Mobile Collocator's consent which shall not be unreasonably withheld, conditioned or delayed.

#### **SECTION 14. Waiver of Subrogation; Insurance.**

(a) **Mutual Waiver of Subrogation.** To the fullest extent permitted by applicable Law, Tower Operator and T-Mobile Collocator each hereby waives any and all rights of recovery, claim, action or cause of action against the other and the other's Affiliates, for any loss or damage that occurs or is claimed to occur to its property at any Site, by reason of any cause insured against, or required to be insured against, by the waiving party under the terms of this Agreement, regardless of cause or origin. In addition, Tower Operator and T-Mobile Collocator shall each ensure that any property insurance policy it carries with respect to each Site shall provide that the insurer waives all rights of recovery, claim, action or cause of action by way of subrogation against any other Party with respect to Claims for damage to property covered by such policy.

(b) **Tower Operator Insurance.** For each Site, Tower Operator shall procure, and shall maintain in full force and effect at all times during the Term as to such Site, the following types of insurance with respect to such Site, including the Tower and Improvements on such Site (but excluding T-Mobile Communications Equipment or any other Tower Subtenant's Communications Equipment), paying as they become due all premiums for such insurance:

(i) commercial general liability insurance insuring against all liability of Tower Operator and Tower Operator's officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use, occupancy or maintenance of each Site (including Tower and the Improvements), in an amount of not less than \$1.0 million for bodily injury or property



damage or as a result of one occurrence, and not less than \$2.0 million for bodily injury or property damage in the aggregate;

(ii) umbrella or excess liability insurance with limits not less than \$25.0 million per occurrence and in the aggregate;

(iii) property insurance (in an amount not less than \$100.0 million in the aggregate for all Sites) against direct and indirect loss or damage by fire and all other casualties and risks covered under "all risk" insurance respecting the Tower and Improvements (but excluding any T-Mobile Communications Equipment and T-Mobile Improvements);

(iv) workers' compensation insurance affording statutory coverage for all employees of Tower Operator and any employees of its Affiliates performing activities on all Sites, with employer's liability coverage with a minimum limit of \$1.0 million each occurrence;

(v) commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of such coverage shall not be less than \$1.0 million combined single limit for each accident and for bodily injury and property damage; and

(vi) any other insurance required under the terms of the applicable Ground Lease.

(c) **T-Mobile Collocator Insurance.** For each Site, T-Mobile Collocator shall procure, and shall maintain in full force and effect at all times during the Term as to such Site, the following types of insurance with respect to its T-Mobile Collocation Space at such Site, paying as they become due all premiums for such insurance:

(i) Commercial general liability insurance insuring against all liability of T-Mobile Collocator and its officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use, occupancy or maintenance of the T-Mobile Collocation Space of such Site, in an amount of not less than \$1.0 million for bodily injury or property damage or as a result of one occurrence, and not less than \$2.0 million for bodily injury or property damage in the aggregate;

(ii) Umbrella or excess liability insurance with limits not less than \$5.0 million per occurrence and in the aggregate;

(iii) Workers' compensation insurance affording statutory coverage for all employees of T-Mobile Collocator and any employees of its Affiliates performing activities on all Sites, with employer's liability coverage with a minimum limit of \$1.0 million each occurrence; and

(iv) Commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of such coverage shall not be less than \$1.0 million combined single limit for each accident and for bodily injury and property damage.

(d) **Insurance Premiums; Additional Insureds and Notice of Cancellation.** Tower Operator and T-Mobile Collocator shall each pay all premiums for the insurance coverage which such Party is required to procure and maintain under this Agreement. Each insurance policy maintained by Tower Operator and T-Mobile Collocator (i) shall name the other Party as an additional insured if such insurance policy is for liability insurance (other than any workers' compensation policies) or a loss payee if such insurance policy is for casualty insurance; and (ii) shall provide

that the policy cannot be canceled by the insurer as to the other Party except after the insurer gives the other Party 30 days' written notice of cancellation except for non-payment of premium. Regardless of the prior notice of cancellation required of the insurer(s), each party agrees to provide the other with at least 20 days' written notice of cancellation of any and all policies of insurance required by this Agreement. Tower Operator and T-Mobile Collocator shall deliver to the other a certificate or certificates of insurance evidencing the existence of all insurance with respect to each Site that such Party is required to maintain hereunder, such delivery to be made promptly after such insurance is obtained (but not later than the Effective Date) and prior to the expiration date of any such insurance.

(e) **Increased Policy Amounts.** All policy amounts set forth in this Section 14 shall be evaluated by Tower Operator and increased (if Tower Operator deems necessary) every five years during the Term of this Agreement to such amounts as are customarily carried by prudent landlords and tenants in the telecommunications industry to insure risks associated with their respective interests in facilities comparable to the Sites. All policies of insurance required under this Section 14 shall be written on companies rated "A-VII" by AM Best or a comparable rating and licensed in the state where the applicable Site to which such insurance applies is located. **Other Insurance.** Tower Operator and T-Mobile Collocator each agrees that it shall not, on its own initiative or pursuant to the request or requirement of any Tower Subtenant or other Person, take out separate insurance concurrent in form or contributing in the event of loss with that required to be carried by it pursuant to this Section 14, unless the other is named in the policy as an additional insured or loss payee, if and to the extent applicable. Tower Operator and T-Mobile Collocator shall each immediately notify the other whenever any such separate insurance is taken out by it and shall deliver to the other original certificates evidencing such insurance.

**SECTION 15. Estoppel Certificate.** Tower Operator and T-Mobile Collocator each, from time to time upon 30 days' prior request by the other, shall execute, acknowledge and deliver to the other, or to a Person designated by the other, a certificate stating that this Agreement is unmodified and in full effect (or, if there have been modifications, that this Agreement is in full effect as modified, and setting forth such modifications) and the dates to which the T-Mobile Total Rent Amount and other sums payable under this Agreement have been paid, and either stating that to the knowledge of the signer of such certificate no default exists under this Agreement or specifying each such default of which the signer has knowledge. The Party requesting such certificate shall, at its cost and expense, cause such certificate to be prepared for execution by the requested Party. Any such certificate may be relied upon by any prospective Mortgagee or purchaser of any portion of a Site.

**SECTION 16. Assignment and Transfer Rights.**

(a) **Tower Operator Assignment and Transfer Rights.**

(i) Without the prior written consent of T-Mobile Collocator, Tower Operator may not assign this Agreement; provided that T-Mobile Collocator's consent shall not be required if the assignee meets the Assumption Requirements and is (x) a Qualified Tower Operator (as defined below), (y) an Affiliate of Tower Operator or (z) a successor Person of Tower Operator by way of merger, consolidation or other reorganization or by the operation of law or a Person acquiring all or substantially all of the assets of Tower Operator. For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Agreement, nothing herein shall affect or impair (i) Tower Operator's ability to transfer any revenue, rents, issues or profits derived from the Sites (including

under or pursuant to this Agreement or any Collocation Agreements) or its rights to receive the same, (ii) Tower Operator's ability to incur, grant or permit to exist any Liens on any revenue, rents, issues or profits derived from the Sites (including under or pursuant to this Agreement or any Collocation Agreement), (iii) the ability of any parent company of Tower Operator to pledge any equity interests in Tower Operator, (iv) Tower Operator's ability, subject to any required consent of any Ground Lessor, to enter into Mortgages or Liens in favor of any Tower Operator Lender (in which case such Tower Operator Lender shall have the right to exercise remedies under any such Mortgage or Lien in a manner consistent with the provisions of this Agreement and any Transaction Document) or (v) Tower Operator's right, subject to any required consent of any Ground Lessor and otherwise in accordance with the terms of this Agreement, to lease, sublease, license or otherwise make available Available Space to Tower Subtenants. A "**Qualified Tower Operator**" means a tower operator that has a good business reputation and is experienced in the management and operation of communication towers.

(ii) Tower Operator shall deliver to T-Mobile Collocator documentation reasonably satisfactory to it confirming that any party to which Tower Operator assigns any of its duties and obligations hereunder in accordance with this Agreement shall, from and after the date of any such assignment, assume all such duties and obligations to the extent of any such assignment.

(iii) If Tower Operator assigns, in accordance with this Agreement, its rights, interests, duties or obligations under this Agreement with respect to less than all of the Sites, the Parties hereto shall, simultaneously therewith, enter into such agreements as are reasonably necessary to appropriately bifurcate the rights, interests, duties and obligations of Tower Operator under this Agreement and under the applicable MPL.

(iv) Tower Operator hereby agrees that any attempt of Tower Operator to assign its interest in this Agreement, in whole or in part, in violation of this Section 16 shall constitute a default under this Agreement and shall be null and void *ab initio*.

(b) **T-Mobile Collocator Assignment and Transfer Rights .**

(i) T-Mobile Collocator may not, without the prior written consent of Tower Operator, assign this Agreement, or any of its rights, duties or obligations under this Agreement, including its rights to any Site or the T-Mobile Collocation Space at such Site, to any Person or, except as permitted under Section 19(d), sublease or grant concessions or other rights for the occupancy or use of any portion of the T-Mobile Collocation Space to any Person; provided that Tower Operator's consent shall not be required if the assignee meets the Assumption Requirements and is (A) an Affiliate of T-Mobile Collocator, (B) a successor Person by way of merger, consolidation, or other reorganization or by operation of law or to any Person acquiring substantially all of the assets of T-Mobile Collocator or (C) in any market in which T-Mobile Collocator has ceased to operate or shall cease to operate after the consummation of the transaction that is the subject of the assignment in a manner that requires the use of the Towers in such market, T-Mobile Collocator may assign the T-Mobile Collocation Space at any Site to any wireless communications end user that intends to use the T-Mobile Collocation Space for its own wireless communications business and that enters into an agreement and consent with Tower Operator that is reasonably satisfactory to Tower Operator (collectively, a "**T-Mobile Assignee**," and such assignment, a "**T-Mobile Transfer**"). In the case of clause (C) of the preceding sentence, an agreement and consent entered into by a T-Mobile Assignee and Tower Operator substantially in the form of Exhibit F hereto shall be deemed to be reasonably satisfactory to Tower Operator.

(ii) If T-Mobile Collocator effects a T-Mobile Transfer, then, in the case of a T-Mobile Transfer to any Person with a rating of BBB- or higher from Standard & Poor's Ratings Services or Baa3 or higher from Moody's Investor Services, the obligations of T-Mobile Collocator with respect to the portion of the T-Mobile Collocation Space that is the subject of the T-Mobile Transfer shall cease and terminate, and Tower Operator shall look only and solely to the Person that is the Qualifying Transferee of T-Mobile Collocator's interest in and to such portion of the T-Mobile Collocation Space for performance of all of the duties and obligations of T-Mobile Collocator under this Agreement with respect to such T-Mobile Collocation Space from and after the date of the T-Mobile Transfer. Otherwise, in the event of any T-Mobile Transfer, T-Mobile Collocator shall remain liable under this Agreement for the performance of T-Mobile Collocator's duties and obligations hereunder as to such applicable T-Mobile Collocation Space that is the subject of the T-Mobile Transfer.

(iii) If T-Mobile Collocator assigns, in accordance with this Agreement, its rights, interests, duties or obligations under this Agreement with respect to less than its entire interest in the T-Mobile Collocation Space at any Site to a T-Mobile Assignee, the Parties hereto shall, simultaneously therewith, enter into such agreements as are reasonably necessary to appropriately bifurcate the rights, interests, duties and obligations of T-Mobile Collocator under this Agreement.

(iv) T-Mobile Collocator shall deliver to Tower Operator documentation reasonably satisfactory to Tower Operator confirming that any party to which T-Mobile Collocator assigns any of its duties and obligations hereunder in accordance with this Agreement shall, from and after the date of any such assignment, assume all such duties and obligations of T-Mobile Collocator under this Agreement to the extent of any such assignment ( provided that T-Mobile Collocator's delivery of documentation substantially in the form of Exhibit F hereto shall be deemed to be reasonably satisfactory to Tower Operator).

(v) T-Mobile Parent may not, without the prior written consent of Tower Operator, assign this Agreement or any of its rights, duties or obligations under this Agreement, including under Section 34, to any Person. Each of T-Mobile Parent and T-Mobile Collocator hereby agrees that any attempt of T-Mobile Parent or T-Mobile Collocator to assign its interest in this Agreement or any of its rights, duties or obligations under this Agreement, in whole or in part, in violation of this Section 16(b) shall constitute a default under this Agreement and shall be null and void *ab initio*.

(vi) In the event of any T-Mobile Transfer or other disposition by T-Mobile Collocator of its interest in the T-Mobile Collocation Space to any Person that is a competitor of Tower Operator or any of its Affiliates, all rights of T-Mobile Collocator relating to, and the associated obligations of Tower Operator with respect to, the T-Mobile Reserved Amount of Tower Equipment and the Reserved T-Mobile Loading Capacity shall automatically terminate and in no event shall such rights transfer to or otherwise benefit such Person.

## **SECTION 17. Environmental Covenants.**

(a) **Tower Operator Environmental Covenants.** Tower Operator covenants and agrees that (i) Tower Operator shall not conduct or allow to be conducted upon any Site any business operations or activities, or employ or use a Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided, however, that Tower Operator shall have the right to bring, use, keep and allow any Tower Subtenant to bring

and keep on any Site in customary quantities and in compliance with all applicable Laws, batteries, generators and associated fuel tanks and other Hazardous Materials commonly used in the tower industry reasonably necessary for the operation and maintenance of each Site or that are being used at the relevant Site on the Effective Date; (ii) Tower Operator shall carry on its business and operations at each Site in compliance with all applicable Environmental Laws; (iii) Tower Operator shall not create or permit to be created any Lien against any Site for the costs of any response, removal or remedial action or clean-up of Hazardous Materials; (iv) except as provided in Section 17(b)(iv), Tower Operator shall promptly conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting each Site in accordance with, and to the extent necessary to comply with, all applicable Environmental Laws after the Effective Date. Tower Operator shall promptly notify T-Mobile Collocator of any release of Hazardous Materials at any Site upon obtaining knowledge of such release.

(b) **T-Mobile Collocator Environmental Covenants**. T-Mobile Collocator covenants and agrees that, from and after the Effective Date, as to each Site upon which it leases or otherwise uses or occupies any T-Mobile Collocation Space (i) T-Mobile Collocator shall not conduct or allow to be conducted upon any such T-Mobile Collocation Space of any Site any business operations or activities, or employ or use a T-Mobile Collocation Space of any Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided, however, that T-Mobile Collocator shall have the right to bring, use and keep on the T-Mobile Collocation Space of any Site in customary quantities and in compliance with all applicable Laws, batteries, generators and associated fuel tanks and other Hazardous Materials commonly used in the telecommunications industry reasonably necessary for the operation and maintenance of each T-Mobile Collocation Space of any Site or that are being used at the relevant Site on the Effective Date; (ii) T-Mobile Collocator shall carry on its business and operations on the T-Mobile Collocation Space of any Site in compliance with, and shall remain in compliance with, all applicable Environmental Laws unless non-compliance results from the acts or omissions of Tower Operator or any Tower Subtenant; (iii) T-Mobile Collocator shall not create or permit to be created any Lien against any Site for the costs of any response, removal or remedial action or clean-up of Hazardous Materials unless non-compliance results from the acts or omissions of Tower Operator or any Tower Subtenant; (iv) to the extent such Hazardous Materials were deposited by T-Mobile Collocator or any of its Affiliates, agents, employees, engineers, contractors or subcontractors, T-Mobile Collocator shall promptly conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all such Hazardous Materials on, from or affecting each Site in accordance with, and to the extent necessary to comply with, all applicable Environmental Laws; and (v) T-Mobile Collocator shall promptly notify Tower Operator in writing if T-Mobile Collocator receives any notice, letter, citation, order, warning, complaint, claim or demand that (A) T-Mobile Collocator has violated, or is about to violate, any Environmental Law, (B) there has been a release or there is a threat of release, of Hazardous Materials at or from the T-Mobile Collocation Space of, or otherwise affecting, any Site, (C) T-Mobile Collocator may be or is liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release of Hazardous Materials, or (D) the T-Mobile Collocation Space of any Site or the Site is subject to a Lien in favor of any Governmental Authority for any liability, cost or damages under any Environmental Law. To the extent requested by Tower Operator, T-Mobile Collocator agrees to provide copies of all material safety data sheets for approved Hazardous Materials brought to any Site and annual inventories of such Hazardous Materials present at any Site to Tower Operator, no later than December 31 of each year. In addition to any other notification to Tower Operator required pursuant to this Agreement, T-Mobile Collocator must provide notice

to Tower Operator of any above ground or underground storage tank installed by T-Mobile Collocator at any Site and provide copies of registration documents to Tower Operator, if registration is required by the governing state agencies. T-Mobile Collocator shall promptly notify Tower Operator of any release of Hazardous Materials at any Site upon obtaining knowledge of such release.

**SECTION 18.** **Taxes.** T-Mobile Collocator shall be responsible for and shall pay all sales Taxes or Taxes in the nature of sales Taxes (including Taxes such as the Arizona privilege Tax and the New Mexico gross receipts Tax) with respect to any rent payments under this Agreement; provided, however, that T-Mobile Collocator shall not be responsible for any such Tax unless (i) Tower Operator notifies T-Mobile Collocator of its obligation under this Section 18 within 18 months after the billing date for the corresponding rent payment or (ii) the liability for such Tax is based on an administrative ruling or judicial decision that occurs after the end of such 18-month period. In the case of clause (ii) of the preceding sentence, Tower Operator shall promptly give notice to T-Mobile Collocator of the applicable ruling or decision and give T-Mobile Collocator a reasonable opportunity to contest its liability for the Tax.

**SECTION 19. *Use of Easements and Utilities.***

(a) Subject to any conditions in the applicable Ground Lease and in any applicable easements, T-Mobile Collocator shall have the right to use; (i) any existing easements benefiting the Land, (ii) any existing facilities for access to the Land and the Site and (iii) any existing facilities for utilities available to Tower Operator under the Ground Lease. Subject to any conditions in the applicable Ground Lease and in any applicable easements and to any approval of Tower Operator required under this Agreement, T-Mobile Collocator shall have the right to modify, improve and install, at its own expense, wires, Cables, conduits, pipes and other facilities on, over, under and across the Land or in any easement benefiting the Land, for the benefit of the T-Mobile Communications Equipment. If any easement benefiting the Land is insufficient for T-Mobile Collocator's use under this Section 19, then Tower Operator shall cooperate with T-Mobile Collocator to obtain easement rights from the Ground Lessor or adjacent property owner sufficient for T-Mobile Collocator's use and at no additional cost to Tower Operator.

(b) As among T-Mobile Collocator and all new Tower Subtenants, Tower Operator shall cause utility charges to be separately metered. T-Mobile Collocator shall pay to the applicable utility service provider the charges for all separately metered utility services used by T-Mobile Collocator at each Site in the operation of T-Mobile's Communications Facility at such Site. Notwithstanding the foregoing provisions of this Section 19, if the applicable utility service provider shall not render a separate bill for T-Mobile Collocator's usage, T-Mobile Collocator shall reimburse Tower Operator monthly for T-Mobile Collocator's actual metered usage at the rate charged to Tower Operator by the applicable utility service provider, or if Tower Operator is prohibited from installing a separate meter to measure T-Mobile Collocator's usage, T-Mobile Collocator may use Tower Operator's utility sources to provide utility service to the Communications Facility, and T-Mobile Collocator shall reimburse Tower Operator monthly for T-Mobile Collocator's actual usage at the rate charged to Tower Operator by the applicable service provider (and Tower Operator and T-Mobile Collocator agree to cooperate in determining a method by which to measure or estimate T-Mobile Collocator's usage if the usage is not capable of actual measurement). Notwithstanding anything to the contrary contained herein, Tower Operator shall have no obligation to provide, maintain or pay for utility services related to T-Mobile Communications Equipment. T-Mobile Collocator shall pay for all utility services utilized by T-Mobile Collocator and its Affiliates in its operations at each Site prior to delinquency.

(c) If not prohibited by applicable Laws, T-Mobile Collocator shall allow Tower Operator to use T-Mobile Collocator's power sources at all Sites with tower lighting systems, solely for the purpose of providing electrical power for Tower Operator's light monitoring equipment on such Site and to maintain Tower lighting on such Site as required under this Agreement and applicable Law, and subject to the terms of the Transition Services Agreement. Connecting Tower Operator's light monitoring equipment to T-Mobile Collocator's electrical power source (unless necessary as a result of an increase in the height of a Tower due to a Modification made at the request of T-Mobile Collocator) shall be at Tower Operator's sole cost and expense. Notwithstanding the foregoing, at any Site where Tower Operator uses T-Mobile Collocator's power sources, Tower Operator may continue to use such T-Mobile Collocator power sources in consideration of a monthly payment of \$50.00 for incandescent lighting or \$20.00 for strobe and LED lighting. Tower Operator may connect to its own power source and stop using T-Mobile Collocator's power source at any time, upon which its obligation to make such monthly payments shall cease. Notwithstanding anything to the contrary contained herein, Tower Operator is not required to obtain its own power source for lighting and monitoring equipment if lighting at a Site is not required under applicable Law (including approvals granted by any local zoning board) or other existing written agreement.

(d) T-Mobile Collocator may sublease, license or sublicense all or any portion of the T-Mobile Collocation Space at any Site to any Backhaul Operator (as defined below) providing Backhaul Services (as defined below) exclusively to T-Mobile Collocator in connection with the operation of T-Mobile Collocator's communications network and allow such Backhaul Operator to use its network, T-Mobile Communications Equipment, T-Mobile Improvements or Communications Facility; provided, however, that (i) T-Mobile Collocator shall follow the application and amendment requirements set forth in Section 9(e) with respect to such sublease, license or sublicense and (ii) substantially concurrently with and as a condition precedent to such sublease, license or sublicense T-Mobile Collocator shall enter into a three-party agreement with Tower Operator and such Backhaul Operator, which agreement shall, among other things, provide that if at any time such Backhaul Operator provides Backhaul Services to any Tower Subtenant, then such Backhaul Operator shall pay rent to Tower Operator for the space occupied by its equipment at fair market rates (to be further described in such three-party agreement). "**Backhaul Operator**" means a Person providing services to transmit voice, video, internet or data from a Site to another location. "**Backhaul Services**" means, with respect to a Site, the transmission of voice, video, internet or data originating from T-Mobile Collocator or a Tower Subtenant Communications Equipment base station appurtenant to such Site.

**SECTION 20. Compliance with Law; Governmental Permits.**

(a) Tower Operator shall, at its own cost and expense, obtain and maintain in effect all certificates, permits, licenses and other approvals relating to Government Approvals (including those relating to FCC and FAA regulations) and comply with all Laws, required or imposed by Governmental Authorities, in connection with the operation and maintenance of the Included Property of each Site (including the Tower on such Site). Without limiting the generality of the immediately preceding sentence, Tower Operator shall maintain and repair (i) any ASR signs or radio frequency emission caution, notice, or alert signs at each Site in good and legible order in compliance with applicable Law and (ii) any AM detuning equipment present at each Site and, if required but not present at a Site, provide any necessary AM detuning equipment so that such Site complies with applicable Law. Each FCC-required ASR sign shall contain Tower Operator's contact information. Tower Operator shall conduct annual inspections of all Sites; provided that until the

requisite waiver from the FCC has been obtained by the applicable T-Mobile Lessor, Tower Operator shall conduct quarterly inspections of all Sites with lighted Towers of such T-Mobile Lessor. T-Mobile Collocator shall, at its own cost and expense, comply with all Laws, required or imposed by Governmental Authorities, in connection with its use of each Site. Each T-Mobile Lessor agrees, promptly after the conversion of the Tower monitoring system at the Sites to Tower Operator's network operations center, to petition the FCC to waive its rights to quarterly inspection of all lighted Towers of such T-Mobile Lessor for which such waiver has not already been obtained.

(b) Tower Operator shall, at its own cost and expense, reasonably cooperate with T-Mobile Collocator or its Affiliates in their efforts to obtain and maintain in effect any certificates, permits, licenses and other approvals and to comply with any Laws required or imposed on T-Mobile Collocator by Governmental Authorities applicable to the T-Mobile Communications Equipment and the T-Mobile Collocation Space. Without limiting the generality of the immediately preceding sentence, Tower Operator shall, at its own cost and expense, provide to T-Mobile Collocator any documentation that may be necessary for T-Mobile Collocator to comply with all FCC reporting requirements relating to the T-Mobile Communications Equipment and the T-Mobile Collocation Space.

(c) Notwithstanding anything herein to the contrary, Tower Operator shall have no obligation to provide any information necessary for T-Mobile Collocator to obtain any certificate, permit or other approval relating to the T-Mobile Communications Equipment itself (e.g., FCC type certification).

(d) T-Mobile Collocator shall reasonably cooperate with Tower Operator in Tower Operator's efforts to provide required information and to comply with all Laws required or imposed by Governmental Authorities applicable to each Site. Tower Operator shall consider in good faith any advice provided by T-Mobile Lessors to Tower Operator regarding compliance with FCC and FAA regulations and shall confer with T-Mobile Lessors, from time to time in the ordinary course of business, regarding Tower Operator's protocols and procedures relating to compliance with FCC and FAA regulations.

(e) T-Mobile Collocator shall be afforded access, at reasonable times and upon reasonable prior notice, to all of Tower Operator's records, books, correspondence, instructions, blueprints, permit files, memoranda and similar data relating to the compliance of the Towers with all applicable Laws, except privileged or confidential documents or where such disclosure is prohibited by Law. Any information described in this Section 20(e) shall be open for inspection upon reasonable notice by T-Mobile Collocator, at its cost, and its authorized representatives at reasonable hours at Tower Operator's principal office and shall be retained by Tower Operator for a period of three years after the expiration of this Agreement.

(f) If, as to any Site, any material certificate, permit, license, easement or approval relating to the operation of such Site is canceled, expires, lapses or is otherwise withdrawn or terminated (except as a result of the acts or omissions of T-Mobile Collocator or its Affiliates, agents or employees) or Tower Operator has breached any of its obligation under this Section 20, and Tower Operator has not confirmed to T-Mobile Collocator, within 48 hours of obtaining notice thereof, that Tower Operator is commencing to remedy such non-compliance or, after commencing to remedy such non-compliance, Tower Operator is not diligently acting to complete the remedy thereof, then T-Mobile Collocator shall have the right, in addition to its other remedies pursuant to this Agreement, at law, or in equity, to take appropriate action to remedy any such non-compliance



and be reimbursed for its costs from Tower Operator as provided in Section 24. Notwithstanding anything to the contrary contained herein, Tower Operator shall have no obligation to obtain or restate (or otherwise provide information for T-Mobile Collocator to obtain or restate) any certificates, permits, licenses, easements or approvals that (i) relate exclusively to T-Mobile Communications Equipment itself or (ii) were canceled, expired, lapsed or were otherwise withdrawn or terminated due to a violation by T-Mobile Collocator that predated the Effective Date. T-Mobile Collocator shall, at all times, keep, operate and maintain T-Mobile Communications Equipment at each Site in a safe condition, in good repair, in accordance with applicable Laws and with the general standard of care in the telecommunications industry.

(g) The following provisions shall apply with respect to the marking/lighting systems serving the Sites (but only if such marking/lighting systems are required by applicable Law (including approvals granted by the FAA, FCC, and any local zoning board or in place as of the Effective Date) or existing written agreements):

(i) In addition to the requirements set out elsewhere in this Section 20 and Section 21, for each Site, Tower Operator agrees to monitor the lighting system serving such Site in accordance with the requirements of applicable Law and file all required Notice To Airmen ("**NOTAM**") and other required reports in connection therewith. In addition, Tower Operator agrees, as soon as practicable, to repair any failed lighting system and deteriorating markings in accordance with the requirements of applicable Law in all material respects. Tower Operator shall simultaneously provide T-Mobile Collocator with a copy of any NOTAM and a monthly report in electronic format describing all pertinent facts relating to the lighting system serving the Sites, including lighting outages, status of repairs, and location of outages.

(ii) In addition to and not in limitation of Section 25(c), if Tower Operator defaults under this Section 20(g), and Tower Operator has not confirmed to T-Mobile Collocator, within 48 hours of obtaining notice thereof, that Tower Operator is commencing to remedy such default or, after commencing to remedy such default, Tower Operator is not diligently acting to complete the remedy thereof, in addition to its other remedies pursuant to this Agreement, at law, or in equity, T-Mobile Collocator may elect to take appropriate action to repair or replace any aspect of the marking/lighting system, in which case T-Mobile Collocator shall provide Tower Operator with an invoice for related costs on a monthly basis, which amount shall be paid by Tower Operator to T-Mobile Collocator, as applicable, within 20 Business Days of Tower Operator's receipt of such invoice.

**SECTION 21. Compliance with Specific FCC Regulations.**

(a) Tower Operator understands and acknowledges that Tower Subtenants are engaged in the business of operating Communications Equipment at each Site. The Communications Equipment is subject to the regulations of the FCC, including regulations regarding exposure by workers and members of the public to the radio frequency emissions generated by T-Mobile Communications Equipment. Tower Operator acknowledges that such regulations prescribe the permissible exposure levels to emissions from the Communications Equipment which can generally be met by maintaining safe distances from such Communications Equipment. To the extent Tower Operator is required to do so under applicable FCC regulations, Tower Operator shall use commercially reasonable efforts to install, or require the Tower Subtenants to install, at its or their expense, such marking, signage or barriers to restrict access to any Site as Tower Operator deems necessary in order to comply with the applicable FCC regulations with respect to Communications

Equipment other than T-Mobile Communications Equipment, and with respect to T-Mobile Communications Equipment, T-Mobile Collocator shall install same. Tower Operator further agrees to post, or to require the Tower Subtenants to post, prominent signage as may be required by applicable Law or by the order of any Governmental Authority at all points of entry to each Site regarding the potential RF emissions, with respect to Communications Equipment other than T-Mobile Communications Equipment, and with respect to T-Mobile Communications Equipment, T-Mobile Collocator shall install same. Tower Operator shall cooperate in good faith with T-Mobile Collocator to minimize any confusion or unnecessary duplication that could result in similar signage being posted with respect to any T-Mobile Communications Equipment at or near any Site in respect of any T-Mobile Collocation Space on such Site.

(b) From and after the Effective Date, T-Mobile Collocator shall cooperate (and cause its Affiliates to cooperate) with each Tower Subtenant with respect to each Site regarding compliance with applicable FCC regulations.

(c) T-Mobile Collocator acknowledges and agrees that T-Mobile Communications Equipment at each Site is subject to the regulations of the FCC, including regulations regarding exposure by workers and members of the public to the radio frequency emissions generated by T-Mobile Communications Equipment, and T-Mobile Collocator agrees to comply (and T-Mobile Collocator shall cause its Affiliates to comply) with all FCC Regulations and all other Applicable Laws. T-Mobile Collocator acknowledges that such regulations prescribe the permissible exposure levels to emissions from its Communications Equipment, which can generally be met by maintaining safe distances from such Communications Equipment. T-Mobile Collocator shall install at its expense such marking, signage, or barriers to restrict access to any T-Mobile Communications Equipment on a Site in respect of any T-Mobile Collocation Space on such Site as T-Mobile Collocator deems necessary in order to comply with the applicable FCC regulations. T-Mobile Collocator shall cooperate in good faith with Tower Operator to minimize any confusion or unnecessary duplication that could result in similar signage being posted with respect to any T-Mobile Communications Equipment at or near any Site in respect of any T-Mobile Collocation Space on such Site. T-Mobile Collocator, at its option, may also install signage at any Site identifying T-Mobile's Communications Facility at such Site and providing for contact information in the case of an Emergency.

(d) T-Mobile Collocator further agrees to alert all personnel working at or near each Site, including T-Mobile Collocator's maintenance and inspection personnel, to maintain the prescribed distance from the Communications Equipment and to otherwise follow the posted instructions of Tower Operator.

(e) The Parties acknowledge that T-Mobile Collocator (or an Affiliate thereof) is licensed by the FCC to provide telecommunications services and that the Sites are used to provide those services. Nothing in this Agreement shall be construed to transfer control of any FCC authorization held by T-Mobile Collocator (or an Affiliate thereof) to Tower Operator with respect to telecommunications services provided by T-Mobile Collocator or its Affiliates, to allow Tower Operator to in any manner control the T-Mobile Communications Equipment, or to limit the right of T-Mobile Collocator (or an Affiliate thereof) to take all necessary actions to comply with its obligations as an FCC licensee or with any other legal obligations to which it is or may become subject (subject to the other terms of this Agreement with respect to actions T-Mobile Collocator or its Affiliates may take with respect to a Site).

**SECTION 22.** ***Holding Over.***

(a) If during the Term of this Agreement T-Mobile Collocator remains in possession of the T-Mobile Collocation Space at any Site after expiration or termination of T-Mobile Collocator's leaseback of or other right to use and occupy the T-Mobile Collocation Space at such Site without any express written agreement by Tower Operator, then T-Mobile Collocator shall be a month-to-month tenant with the monthly T-Mobile Total Rent Amount equal to 150% of the monthly T-Mobile Total Rent Amount last applicable to the T-Mobile Collocation Space and subject to all of the other terms set forth in this Agreement. If T-Mobile Collocator remains a month-to-month holdover tenant at any Site for more than 12 consecutive months, T-Mobile Collocator shall be deemed to have renewed its leaseback or other right to use and occupy the T-Mobile Collocation Space at such Site for a renewal term of five years, with the monthly T-Mobile Total Rent Amount being equal to the monthly T-Mobile Total Rent Amount applicable during the period of such month-to-month tenancy (provided such rent shall not be less than the fair market rent of such Site at that time) and subject to all of the other terms set forth in this Agreement (including with respect to any escalation of such T-Mobile Total Rent Amount by reference to CPI or any other increases in or adjustments to such T-Mobile Total Ground Rent).

(b) T-Mobile Collocator shall not be required to pay the T-Mobile Total Rent Amount or any other monthly charge to Tower Operator with respect to the use and occupancy of any Site during the period in which Tower Operator remained in possession of the Included Property of such Site after the expiration or termination of the term of the MPL with respect to such Site.

**SECTION 23.**

***Rights of Entry and Inspection.*** T-Mobile Collocator shall permit Tower Operator and Tower Operator's representatives to conduct visual inspections of T-Mobile Communications Equipment located on the Tower in accordance with the general standard of care in the tower industry to ascertain compliance with the provisions of this Agreement. Tower Operator may visually inspect, but shall not be entitled to have any access to any enclosed T-Mobile Communications Equipment. Nothing in this Section 23 shall imply or impose any duty or obligation upon Tower Operator to enter upon any Site at any time for any purpose, or to inspect T-Mobile Communications Equipment at any time, or to perform, or pay the cost of, any work that T-Mobile Collocator or its Affiliates is required to perform under any provision of this Agreement, and Tower Operator has no such duty or obligation.

**SECTION 24.**

***Right to Act for Tower Operator.*** In addition to and not in limitation of any other remedy T-Mobile Collocator may have under this Agreement, if Tower Operator fails to make any payment or to take any other action when and as required under this Agreement in order to correct a condition the continued existence of which is imminently likely to cause bodily injury or have a material adverse effect on the ability of T-Mobile Collocator to operate the T-Mobile Communications Equipment at any Site, then subject to the following sentence, T-Mobile Collocator may, without demand upon Tower Operator and without waiving or releasing Tower Operator from any duty, obligation or liability under this Agreement, make any such payment or take any such other action required of Tower Operator, in each case in compliance with applicable Law in all material respects and in a manner consistent with the general standard of care in the tower industry. Unless Tower Operator's failure results in or relates to an Emergency, T-Mobile Collocator shall give Tower Operator at least 10 Business Days' prior written notice of T-Mobile Collocator's intended action and Tower Operator shall have the right to cure such failure within such 10 Business Day period unless the same is not able to be remedied in such 10 Business Day period, in which event

such 10 Business Day period shall be extended; provided Tower Operator has commenced such cure within such 10 Business Day period and continuously prosecutes the performance of the same to completion with due diligence. No prior notice shall be required in the event of an Emergency. The actions that T-Mobile Collocator may take include, in addition to any actions permitted under Section 4, the payment of insurance premiums that Tower Operator is required to pay under this Agreement and the payment of Taxes that Tower Operator is required to pay under the applicable MPL. T-Mobile Collocator may pay all incidental costs and expenses incurred in exercising its rights under this Agreement, including reasonable attorneys' fees and expenses, penalties, re-instatement fees, late charges, and interest. An amount equal to 120% of the total amount of the costs and expenses incurred by T-Mobile Collocator in accordance with this Section 24 shall be due and payable by Tower Operator upon demand and bear interest at the rate of the lesser of (A) the Prime Rate or (B) 10% per annum from the date five days after demand until paid by Tower Operator.

**SECTION 25. Defaults and Remedies.**

(a) **T-Mobile Collocator Events of Default.** The following events constitute events of default by T-Mobile Collocator:

(i) In respect of this Agreement or any Site Lease Agreement, T-Mobile Collocator fails to timely pay any portion of the T-Mobile Collocation Rent or the T-Mobile Ground Rent, and any such failure continues for 10 Business Days after written notice from Tower Operator;

(ii) T-Mobile Collocator fails to timely pay any other amount payable hereunder not constituting a portion of the T-Mobile Collocation Rent or the T-Mobile Ground Rent, and such failure continues for 10 Business Days after written notice from Tower Operator;

(iii) T-Mobile Collocator violates or breaches any term of this Agreement in respect of any Site, and T-Mobile Collocator fails to cure such breach or violation within 30 days of receiving notice thereof from Tower Operator or, if the violation or breach cannot be cured within 30 days (other than a failure to pay money), fails to take steps to cure such violation or breach within such 30 days and act continuously and diligently to complete the cure of such breach or violation within a reasonable time; provided that if any such default causes Tower Operator to be in default under any Collocation Agreement existing prior to the Effective Date, the 30 day period referenced above in this Section 25(a)(iii) shall be reduced to such lesser time period as Tower Operator notifies such T-Mobile Collocator in writing that Tower Operator has to comply under such Collocation Agreement;

(iv) A Bankruptcy event occurs with respect to T-Mobile Collocator; or T-Mobile Collocator becomes insolvent or makes an assignment for the benefit of creditors; or any action is brought by T-Mobile Collocator seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if T-Mobile Collocator commences a voluntary proceeding under the federal Bankruptcy Code; or any action or petition is otherwise brought by T-Mobile Collocator seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or any action is brought against T-Mobile Collocator seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by T-Mobile Collocator or is not dismissed within 90 days after the date upon which it was instituted; or any proceeding under the federal Bankruptcy Code is instituted against T-Mobile Collocator and (A) an Order for relief is entered in such proceeding, or

(B) such proceeding is consented to or acquiesced in by T-Mobile Collocator or is not dismissed within 90 days after the date upon which it was instituted; or any action or petition is otherwise brought against T-Mobile Collocator seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by T-Mobile Collocator or is not dismissed within 90 days after the date upon which it was brought;

(v) T-Mobile Collocator rejects its rights to sublease or right to use any Site under Section 365 of the federal Bankruptcy Code; or

(vi) The occurrence of any event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under the MPL shall be deemed a separate breach hereof and an event of default hereunder.

(b) **Tower Operator Remedies With Respect to T-Mobile Collocator Defaults; T-Mobile Collocator Cure Rights.** (i) Upon the occurrence of (A) any event of default by T-Mobile Collocator under Section 25(a)(i) or Section 25(a)(ii) or (B) any event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under Section 25(a)(vi) (that relates to an event of default by any T-Mobile Lessor or T-Mobile Ground Lease Additional Party under Section 29(a)(i) or Section 29(a)(ii) of the MPL), Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the T-Mobile Collocation Space at any or all Sites leased, used or occupied by T-Mobile Collocator only if such event of default is then occurring in respect of 10% or more of the Sites, in the aggregate. If an event of default by T-Mobile Collocator under Section 25(a)(i) or Section 25(a)(ii) or an event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under Section 25(a)(vi) (that relates to an event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under Section 29(a)(i) or Section 29(a)(ii) of the MPL) is then occurring in respect of less than 10% of the Sites, in the aggregate, then subject to the terms of this Agreement, Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the T-Mobile Collocation Space only as to those Sites leased, used or occupied by T-Mobile Collocator with respect to which such event of default is occurring. Tower Operator may terminate this Agreement as to such Site or Sites, as applicable, by giving T-Mobile Collocator written notice of termination; termination with respect to the affected Site or Sites, as applicable, shall be effective 30 days after T-Mobile Collocator's receipt of the termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(i) Upon the occurrence of any event of default by T-Mobile Collocator under Section 25(a)(iii) as to the T-Mobile Collocation Space of a Site or an event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under Section 25(a)(vi) (that relates to an event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under Section 29(a)(i) or Section 29(a)(ii) of the MPL with respect to such Site), Tower Operator may terminate this Agreement as to the applicable Site and T-Mobile Collocator's leaseback or other use and occupancy of the T-Mobile Collocation Space at such Site by giving T-Mobile Collocator written notice of termination, and this Agreement shall be terminated as to the applicable Site and as to the applicable T-Mobile Collocation Space, 30 days after T-Mobile Collocator's receipt of such termination notice.

(ii) Upon the occurrence of (A) any event of default by T-Mobile Collocator under Section 25(a)(iv) or Section 25(a)(v) or (B) any event of default by any T-Mobile Lessor or any T-

Mobile Ground Lease Additional Party under Section 25(a)(vi) (that relates to an event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under Section 29(a)(iii) or Section 29(a)(iv) of the MPL), Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the T-Mobile Collocation Space at any or all Sites leased, used or occupied by T-Mobile Collocator by giving T-Mobile Collocator written notice of termination, and this Agreement shall be terminated as to such Sites 30 days after T-Mobile Collocator's receipt of such termination notice.

(iii) Notwithstanding anything to the contrary contained herein, if T-Mobile Collocator is determined to be in default pursuant to Section 25(f), then T-Mobile Collocator shall have 20 days following such determination to initiate a cure of such default and so long as such cure is diligently completed, an event of default with respect to T-Mobile Collocator shall not be deemed to have occurred.

(c) **Tower Operator Events of Default.** The following events constitute events of default by Tower Operator:

(i) Tower Operator violates or breaches any material term of this Agreement in respect of any Site, and Tower Operator fails to cure such breach or violation within 30 days of receiving notice thereof from T-Mobile Collocator or, if the violation or breach cannot be cured within 30 days (other than a failure to pay money), fails to take steps to cure such violation or breach within such 30 days and act diligently to complete the cure of such violation or breach within a reasonable time;

(ii) A Bankruptcy event occurs with respect to Tower Operator; or Tower Operator becomes insolvent or makes an assignment for the benefit of creditors; or any action is brought by Tower Operator seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or Tower Operator commences a voluntary proceeding under the federal Bankruptcy Code; or any action or petition is otherwise brought by Tower Operator seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or any action is brought against Tower Operator seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was instituted; or any Bankruptcy proceeding is instituted against Tower Operator and (A) an Order for relief is entered in such proceeding, or (B) such proceeding is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was instituted; or any action or petition is otherwise brought against Tower Operator seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was brought; or

(iii) The leaseback to T-Mobile Collocator or other right by T-Mobile Collocator to use and occupy the T-Mobile Collocation Space is rejected by Tower Operator under Section 365 of the federal Bankruptcy Code.

Notwithstanding anything to the contrary contained herein, no event of default shall be deemed to occur and exist under this Agreement as a result of a violation or breach by Tower Operator of (i) any term of this Agreement as a result of the occurrence of any Force Majeure, (ii)

any term of this Agreement that requires Tower Operator to comply in all respects with any applicable Law (including, for the avoidance of doubt, any applicable Environmental Law) or any Ground Lease if (x) Tower Operator complies with such Law or such Ground Lease, as applicable, in all material respects and (y) no claims, demands, assessments, actions, suits, fines, levies or other penalties have been asserted against or imposed on T-Mobile Collocator by any Governmental Authority as a result of Tower Operator's non-compliance in all respects with such Law or by the applicable Ground Lessor as a result of Tower Operator's non-compliance in all respects with such Ground Lease and (iii) Section 5(a), Section 6, Section 8(a), Section 8(c), Section 17, Section 20 or Section 21 if such violation or breach arises out of or relates to any event, condition or occurrence that occurred prior to, or is in existence as of, the Effective Date unless such violation or breach has not been cured on or prior to the first anniversary of the Effective Date; provided, however, that if T-Mobile Collocator gives Tower Operator notice of any event, condition or occurrence giving rise to an obligation of Tower Operator to repair, maintain or modify a Tower under Section 6(a), or Tower Operator otherwise obtains knowledge thereof, Tower Operator shall remedy such event, condition or occurrence in accordance with its standard protocol and procedures for remedying similar events, conditions or occurrences with respect to its portfolio of telecommunications tower sites (taking into account whether such event, condition or occurrence is deemed an emergency, a priority or a routine matter in accordance with Tower Operator's then current practices).

(d) **T-Mobile Collocator Remedies.**

(i) Upon the occurrence of any event of default by Tower Operator under Section 25(c)(i) in respect of any Site, T-Mobile Collocator may terminate this Agreement as to such Site by giving Tower Operator written notice of termination, and this Agreement shall be terminated as to such Site 30 days after Tower Operator's receipt of such termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(ii) Upon the occurrence of any event of default by Tower Operator under Section 25(c)(ii) or Section 25(c)(iii), T-Mobile Collocator may terminate this Agreement as to such Site by giving Tower Operator written notice of termination; termination with respect to the affected Site shall be effective 30 days after Tower Operator's receipt of such termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(iii) Upon the occurrence of events of default by Tower Operator (excluding those resulting from any default of T-Mobile Collocator or the occurrence of any Force Majeure) not cured as provided for in Section 25(c) by Tower Operator relating to more than 20% of the Sites, in the aggregate, during any consecutive five-year period, so that the aggregate impact of those uncured defaults results in material harm to the business and operations of T-Mobile Collocator and subject to arbitration under Section 25(f), T-Mobile Collocator may, upon giving 60 days' prior written notice to Tower Operator, terminate this Agreement as to all Sites (which notice shall contain a reasonably specific description of each of such events of default), and this Agreement shall be terminated as to all Sites at the time designated by T-Mobile Collocator in its notice of termination to Tower Operator.

(iv) Notwithstanding anything to the contrary contained herein, if Tower Operator is determined to be in default pursuant to Section 25(f), then Tower Operator shall have 20 days following such determination to initiate a cure of such default and so long as such cure is diligently completed, an event of default with respect to Tower Operator shall not be deemed to have occurred.

(e) **No Limitation on Remedies.** T-Mobile Collocator or Tower Operator, as applicable, may pursue any remedy or remedies provided in this Agreement or any remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination, including (i) specific performance or other equitable remedies, (ii) money damages arising out of such default or (iii) in the case of Tower Operator's default, T-Mobile Collocator may perform, on behalf of Tower Operator, Tower Operator's obligations under the terms of this Agreement pursuant to Section 24.

(f) **Arbitration.** Notwithstanding anything in this Agreement to the contrary, any Party receiving notice of a default or termination under this Agreement may, within 10 days after receiving the notice, initiate arbitration proceedings to determine the existence of any such default or termination right. These arbitration proceedings shall include and be consolidated with any proceedings initiated after notices delivered at or about the same time under the applicable MPL. Such arbitration proceedings shall be conducted in accordance with and subject to the procedures for arbitration set forth in the Master Agreement.

(g) **Remedies Not Exclusive.** Unless expressly provided herein, a Party's pursuit of any one or more of the remedies provided in this Agreement shall not constitute an election of remedies excluding the election of another remedy or other remedies, a forfeiture or waiver of any amounts payable under this Agreement as to the applicable Site by such Party or waiver of any relief or damages or other sums accruing to such Party by reason of the other Party's failure to fully and completely keep, observe, perform, satisfy and comply with all of the agreements, terms, covenants, conditions, requirements, provisions and restrictions of this Agreement.

(h) **No Waiver.** Either Party's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. No waiver by either Party of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of either Party to pursue or exercise any of its powers, rights or remedies or to insist upon strict and exact compliance by the other Party with any agreement, term, covenant, condition, requirement, provision or restriction of this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver by either Party of the right to demand strict and exact compliance with the terms and conditions of this Agreement. Except as otherwise provided herein, any termination of this Agreement pursuant to this Section 25, or partial termination of a Party's rights hereunder, shall not terminate or diminish any Parties' rights with respect to the obligations that were to be performed on or before the date of such termination.

(i) **Continuing Obligations.** Any termination by Tower Operator of T-Mobile Collocator's rights with respect to any or all Sites pursuant to Section 25(b) shall not diminish or limit any obligation of T-Mobile Collocator to pay the T-Mobile Total Rent Amount (or any component thereof) provided for herein or any other amounts with respect to such Site(s).

**SECTION 26. Quiet Enjoyment.** Tower Operator covenants that T-Mobile Collocator shall, subject to the terms and conditions of this Agreement, peaceably and quietly hold and enjoy the T-Mobile Collocation Space at each Site and shall have the right provided herein to operate its equipment at each Site without hindrance or interruption from Tower Operator.

**SECTION 27. No Merger.** There shall be no merger of this Agreement or any subleasehold interest or estate created by this Agreement in any Site with any superior estate held by a Party



by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, both the subleasehold interest or estate created by this Agreement in any Site and such superior estate; and this Agreement shall not be terminated, in whole or as to any Site, except as expressly provided in this Agreement. Without limiting the generality of the foregoing provisions of this Section 27, there shall be no merger of the subleasehold interest or estate created by this Agreement in Tower Operator in any Site with any underlying fee interest that Tower Operator may acquire in any Site that is superior or prior to such subleasehold interest or estate created by this Agreement in Tower Operator.

**SECTION 28. *Broker and Commission.***

(a) All negotiations in connection with this Agreement have been conducted by and between Tower Operator and T-Mobile Collocator and their respective Affiliates without the intervention of any Person or other party as agent or broker other than TAP Advisors and Deutsche Bank (the "**Financial Advisors**"), which are advising T-Mobile Parent in connection with this Agreement and related transactions and which shall be paid solely by T-Mobile Parent.

(b) Tower Operator and T-Mobile Collocator warrants and represents to the other that there are no broker's commissions or fees payable by it in connection with this Agreement by reason of its respective dealings, negotiations or communications other than the advisor's fees payable to the Financial Advisors which shall be payable by T-Mobile Parent.

**SECTION 29. *Recording of Memorandum of Site Lease Agreement; Preparation and Amendment to the Site Lease Agreement.***

(a) Subject to the applicable provisions of the Master Agreement, for each T-Mobile Collocation Space at a Lease Site, following the execution of this Agreement or after any Conversion Closing, T-Mobile Collocator and Tower Operator shall each have the right, at its sole cost and expense, to cause a Memorandum of Site Lease Agreement to be filed in the appropriate County property records (unless the Ground Lease for any applicable Lease Site prohibits such recording) to provide constructive notice to third parties of the existence of this Agreement and shall promptly thereafter provide or cause to be provided in electronic form a recorded copy of same to the other Party.

(b) In addition to and not in limitation of any other provision of this Agreement, the Parties shall have the right to review and make corrections, if necessary, to any and all exhibits to this Agreement or to the applicable Memorandum of Site Lease Agreement. After making such corrections, the Party that recorded the Memorandum of Site Lease Agreement shall re-record such Memorandum of Site Lease Agreement to reflect such corrections, at the sole cost and expense of the Party that requested such correction, and shall promptly provide in electronic form a recorded copy of same to the other Party.

(c) The Parties shall cooperate with each other to cause changes to be made in the Memorandum of Site Lease Agreement for such Site, if such changes are requested by either Party to evidence any permitted changes in the description of the T-Mobile Collocation Space respecting such Site or equipment or improvements thereof, and the Party that requested such changes to the Memorandum of Site Lease Agreement shall record same at its sole cost and expense and shall promptly provide in electronic form a recorded copy of same to the other Party.

## SECTION 30.

### *Damage to the Site, Tower or the Improvements.*

(a) If there occurs a casualty that damages or destroys all or a Substantial Portion of any Site, then within 60 days after the date of the casualty, Tower Operator shall notify T-Mobile Collocator in writing as to whether the Site is a Non-Restorable Site, which notice shall specify in detail the reasons for such determination by Tower Operator, and if such Site is not a Non-Restorable Site (a "**Restorable Site**") the estimated time, in Tower Operator's reasonable judgment, required for Restoration of the Site (a "**Casualty Notice**"). If Tower Operator fails to give Casualty Notice to T-Mobile Collocator within such 60-day period, the affected Site shall be deemed to be a Restorable Site. If T-Mobile Collocator disagrees with any determination of Tower Operator in the Casualty Notice that the Site is a Non-Restorable Site, T-Mobile Collocator may institute arbitration proceedings to determine any such matter in the manner described in Section 25(f). If such Site is a Non-Restorable Site, then (i) either Tower Operator or T-Mobile Collocator shall have the right to terminate T-Mobile Collocator's leaseback or other use and occupancy of the T-Mobile Collocation Space at such Site, upon written notice to the other Party (given within the time period required below) and such leaseback or other use and occupancy at such Site shall terminate as of the date of such notice and (ii) pursuant to the terms and conditions in the MPL, the applicable T-Mobile Lessor or the applicable T-Mobile Ground Lease Additional Party, as applicable, shall have the right to terminate the MPL as to such Site by written notice to Tower Operator within the time period required below, whereupon the Term as to such Site shall automatically expire as of the date of such notice of termination and T-Mobile Collocator's rights and obligations as to the leaseback or other use and occupancy of T-Mobile Collocation Space at such Site shall automatically expire as of the date of such notice of termination. Any such notice of termination shall be given not later than 30 days after receipt of the Casualty Notice (or after final determination that the Site is a Non-Restorable Site if arbitration is instituted as provided above). In all instances Tower Operator shall have the sole right to retain all insurance Proceeds related to a Non-Restorable Site.

(b) If there occurs, as to any Site, a casualty that damages or destroys (i) all or a Substantial Portion of such Site and the Site is a Restorable Site, or (ii) less than a Substantial Portion of any Site, then Tower Operator, at its sole cost and expense, shall promptly commence and diligently prosecute to completion, within a period of 60 days after the date of the damage, the adjustment of Tower Operator's insurance Claims with respect to such event and, thereafter, promptly commence, and diligently prosecute to completion, the Restoration of the Site. The Restoration shall be carried on and completed in accordance with the provisions and conditions of this Section 30.

(c) If Tower Operator is required to restore any Site in accordance with Section 30(b), all Proceeds of Tower Operator's insurance Claims with respect to the related casualty shall be held by Tower Operator or the Tower Operator Lender and applied to the payment of the costs of the Restoration and shall be paid out from time to time as the Restoration progresses. Any portion of the Proceeds of Tower Operator's insurance applicable to a particular Site remaining after final payment has been made for work performed on such Site may be retained by and shall be the property of Tower Operator. If the cost of Restoration exceeds the Proceeds of Tower Operator's insurance, Tower Operator shall pay the excess cost.

(d) Without limiting Tower Operator's obligations under this Agreement in respect of a Site subject to a casualty, if Tower Operator is required to cause the Restoration of a Site that has suffered a casualty, Tower Operator shall, if commercially feasible, make available to T-Mobile Collocator a portion of the Included Property of such Site for the purpose of T-Mobile Collocator

locating, at its sole cost and expense, a temporary communications facility, and shall give T-Mobile Collocator priority over Tower Subtenants at such Site as to the use of such portion of the Site; provided, however, that (i) the placement of such temporary communications facility shall not interfere in any material respect with Tower Operator's Restoration or the continued operations of any Tower Subtenant; (ii) T-Mobile Collocator shall obtain any permits and approvals, at T-Mobile Collocator's cost, required for the location of such temporary communications facility on such Site; and (iii) there must be Available Space on the Site for locating such temporary communications facility.

(e) If Tower Operator fails at any time to diligently pursue the substantial completion of the Restoration of a Site required under this Agreement (subject to delay for Force Majeure or the inability to obtain Governmental Approvals, as opposed to merely a delay in obtaining Governmental Approvals), T-Mobile Collocator may, in addition to any other available remedy, terminate this Agreement as to T-Mobile Collocator's leaseback or other use and occupancy of the T-Mobile Collocation Space at such Site upon giving Tower Operator written notice of its election to terminate at any time prior to completion of the Restoration.

(f) From and after any casualty as to any Site described in this Section 30 and during the period of Restoration at a Site, the T-Mobile Collocation Rent and the T-Mobile Ground Rent with respect to such Site shall abate until completion of the Restoration.

(g) The Parties acknowledge and agree that this Section 30 is in lieu of and supersedes any statutory requirements under the laws of any State applicable to the matters set forth in this Section 30.

### **SECTION 31.                      *Condemnation.***

(a) If there occurs a Taking of all or a Substantial Portion of any Site, other than a Taking for temporary use, then either Tower Operator or T-Mobile Collocator shall have the right to terminate this Agreement as to such Site by providing written notice to other within 30 days of the occurrence of such Taking, whereupon the Term shall automatically expire as to such Site, as of the earlier of (i) the date upon which title to such Site, or any portion of such Site, is vested in the condemning authority, or (ii) the date upon which possession of such Site or portion of such Site is taken by the condemning authority, as if such date were the Site Expiration Date as to such Site, and each Party shall be entitled to prosecute, claim and retain the entire Award attributable to its respective interest in such Site under this Agreement.

(b) If there occurs a Taking of less than a Substantial Portion of any Site, then this Agreement and all duties and obligations of Tower Operator under this Agreement in respect of such Site shall remain unmodified, unaffected and in full force and effect. Tower Operator shall promptly proceed with the Restoration of the remaining portion of such Site (to the extent commercially feasible) to a condition substantially equivalent to its condition prior to the Taking. Tower Operator shall be entitled to apply the Award received by Tower Operator to the Restoration of any Site from time to time as such work progresses; provided, however, that T-Mobile Collocator shall be entitled to prosecute and claim an amount of any Award reflecting its interest under this Agreement. If the cost of the Restoration exceeds the Award recovered by Tower Operator, Tower Operator shall pay the excess cost. If the Award exceeds the cost of the Restoration, the excess shall be paid to Tower Operator upon completion of the Restoration.

(c) If there occurs a Taking of any portion of any Site for temporary use, then this Agreement shall remain in full force and effect as to such Site for the remainder of the Term as to such Site. Notwithstanding anything to the contrary contained in this Agreement, during such time as Tower Operator will be out of possession of such Site, if a Lease Site, or unable to operate such Site, if a Managed Site, by reason of such Taking, the failure to keep, observe, perform, satisfy and comply with those terms and conditions of this Agreement compliance with which are effectively impractical or impossible as a result of Tower Operator's being out of possession of or unable to operate (as applicable) such Site shall not be a breach of or an event of default under this Agreement. Each Party shall be entitled to prosecute, claim and retain the Award attributable to its respective interest in such Site under this Agreement for any such temporary Taking.

(d) If there occurs a Taking of all or any part of any T-Mobile Collocation Space at any Site for temporary use, then this Agreement shall remain in full force and effect as to such Site for the remainder of the then-current Term. Notwithstanding anything to the contrary contained in this Agreement, during such time as T-Mobile Collocator shall be out of possession of such T-Mobile Collocation Space by reason of such Taking, the failure by T-Mobile Collocator to keep, observe, perform, satisfy, and comply with these terms and conditions of this Agreement compliance with which are effectively impractical or impossible as a result of T-Mobile Collocator's being out of possession of such T-Mobile Collocation Space shall not be a breach of or an event of default under this Agreement, and T-Mobile Collocator shall not be liable for payment of the T-Mobile Collocation Rent and the T-Mobile Ground Rent during the period of the temporary Taking.

### **SECTION 32.                      *Operating Principles.***

(a) During the Term of a Site, Tower Operator shall manage, operate and maintain such Site (including with respect to the entry into, modification, amendment, extension, expiration, termination, structuring and administration of Ground Leases and Collocation Agreements related thereto), (i) in the ordinary course of business, (ii) in compliance with applicable Law in all material respects, (iii) in a manner consistent in all material respects with the manner in which Tower Operator manages, operates and maintains its portfolio of telecommunications tower sites and (iv) in a manner that shall not be less than the general standard of care in the tower industry. Without limiting the generality of the foregoing, during the Term of a Site, except as expressly permitted by the terms of this Agreement, Tower Operator shall not without the prior written consent of T-Mobile Collocator (A) manage, operate or maintain such Site in a manner that would (x) diminish the expected residual value of such Site in any material respect or shorten the expected remaining economic life of such Site, in each case determined as of the expiration of the Term of such Site, or (y) cause such Site or a substantial portion of such Site to become "limited use property" within the meaning of Rev. Proc. 2001-28, 2001-1 C.B. 1156 (except, in the case of this clause (y), as required by applicable Law or any Governmental Authority), (B) structure any related Ground Lease in a manner such that the amounts payable thereunder are above fair market value during any period following or upon the expiration of the Term of such Site (without regard to any amounts payable prior to the expiration of the Term of such Site) or (C) structure any related Collocation Agreement in a manner such that the amounts payable thereunder are less than fair market value during any period following or upon expiration of the Term of such Site (without regard to any amounts payable prior to the expiration of the Term of such Site), in each case unless otherwise expressly authorized by the terms and conditions of this Agreement and the Transaction Documents.

(b) During the Term of a Site, T-Mobile Collocator shall manage, operate and maintain the T-Mobile Collocation Space at such Site (i) in the ordinary course of business, (ii) in compliance

with applicable Law in all material respects, (iii) in a manner consistent in all material respects with the manner in which T-Mobile Collocator manages, operates and maintains its other collocation spaces and (iv) in a manner that shall not be less than the general standard of care in the telecommunications industry.

**SECTION 33. General Provisions.**

(a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies; provided, however, that the enforcement of this Agreement with respect to a particular Site as to matters relating to real property and matters mandatorily governed by local Law, shall be governed by and construed in accordance with the laws of the state in which the Site in question is located.

(c) **Entire Agreement; Successors and Assignees .** This Agreement (including, for the avoidance of doubt, the Exhibits), constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, both written and oral, between the Parties with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assignees.

(d) **Fees and Expenses.** Except as otherwise specifically set forth in this Agreement, whether the transactions contemplated by this Agreement are or are not consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such costs and expenses.

(e) **Notices.** All notices, requests, demands, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered (i) the next Business Day when sent overnight by a nationally recognized overnight courier service, or (ii) upon delivery when personally delivered to the receiving Party. All such notices and communications shall be mailed, sent or delivered as set forth below or to such other person(s) or address(es) as the receiving Party may have designated by written notice to the other Party. In addition to the addressees below, all such notices related to a specific Site or Sites shall be sent concurrently herewith to the addresses set forth in the Site Lease Agreement applicable to such Sites.

If to T-Mobile Collocator to:

T-Mobile USA, Inc.  
12920 S.E. 38th Street  
Bellevue, Washington 98006  
Attention: Leasing Administration

and a copy of any notice given pursuant to Section 25 to:

T-Mobile USA, Inc.  
12920 S.E. 38th Street  
Bellevue, Washington 98006  
Attention: Legal Department

with a copy to:

Jones Day  
222 East 41st Street  
New York, New York 10017  
Attention: Robert A. Profusek

If to T-Mobile Parent to:

T-Mobile USA, Inc.  
12920 S.E. 38th Street  
Bellevue, Washington 98006  
Attention: Leasing Administration

and a copy of any notice given pursuant to Section 25 to:

T-Mobile USA, Inc.  
12920 S.E. 38th Street  
Bellevue, Washington 98006  
Attention: Legal Department

with a copy to:

Jones Day  
222 East 41st Street  
New York, New York 10017  
Attention: Robert A. Profusek

If to Tower Operator, to:

Crown Castle International Corp.  
1220 Augusta Drive, Suite 500  
Houston, Texas 77057  
Attention: CFO (Jay Brown)  
Attention: General Counsel (E. Blake Hawk)

and a copy of any notice given pursuant to Section 25 to:

Crown Castle International Corp.  
1220 Augusta Drive, Suite 500  
Houston, Texas 77057  
Attention: Legal Department

(f) **Amendment; Modifications.** This Agreement may be amended, modified or supplemented only by written agreement of the Parties.

(g) **Time of the Essence.** Time is of the essence in this Agreement, and whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.

(h) **Specific Performance.** Each Party recognizes and agrees that in the event of any failure or refusal to perform the obligations required by this Agreement, remedies at Law would be inadequate and that, subject to the terms of this Agreement, in addition to such other remedies as may be available to it at Law or in equity, either party may seek injunctive relief and to enforce its rights by an action for specific performance to the fullest extent permitted by applicable Law. Each Party hereby waives any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award of injunctive, mandatory or other equitable relief. Subject to Section 33(j) of this Agreement, nothing contained in this Agreement shall be construed as prohibiting any Party from pursuing any other remedies available to it pursuant to the provisions of this Agreement or applicable Law for such breach or threatened breach, including the recovery of damages.

(i) **Jurisdiction and Consent to Service.** Each of the Parties (i) agrees that any suit, action or proceeding arising out of or relating to this Agreement shall be brought solely in the state courts of the State of New York sitting in the County of New York or federal courts of the State of New York for the Southern District of New York, and appellate courts having jurisdiction of appeals from any of the foregoing, (ii) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this Agreement, (iii) waives any objection that it may have to the laying of venue in any such suit, action or proceeding in any such court, and (iv) agrees that service of any court paper may be made in such manner as may be provided under applicable Laws or court rules governing service of process.

(j) **WAIVER OF JURY TRIAL.** EACH PARTY TO THIS AGREEMENT WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG ANY OF THE PARTIES HEREUNDER, WHETHER UNDER OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.

(k) **Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary, neither Party shall have any liability under this Agreement, for: (y) any punitive or exemplary damages, or (z) any special, consequential, incidental or indirect damages, including lost profits, lost data, lost revenues and loss of business opportunity, whether or not the other Party was aware or should have been aware of the possibility of these damages. It is understood and agreed that T-Mobile Collocator or an Affiliate of T-Mobile Collocator will be entering into a particular Site Lease Agreement and that each such Affiliate executing the applicable Site Lease Agreement shall be liable with respect to such Site Lease Agreement (for the avoidance of doubt, Section 34 will remain unaffected and in full force and effect). All communications and invoices relating to a Site Lease Agreement must be directed to the party signing that Site Lease Agreement.

(l) **Severability.** If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement 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 a mutually

acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(m) **Certain Acknowledgments.** T-Mobile Collocator acknowledges on its own behalf and on behalf of all Persons acquiring an interest in any Site that their rights in and to the Sites are subject to the provisions of Section 20 of the MPL.

**SECTION 34. T-Mobile Parent Guarantee.**

(a) T-Mobile Parent unconditionally guarantees to the Tower Operator Indemnitees the full and timely payment of all obligations of T-Mobile Collocator under Section 4 of this Agreement and any corresponding obligations of T-Mobile Collocator or any Affiliate of T-Mobile Collocator under any Site Lease Agreement (collectively, the "**T-Mobile Collocator Obligations**"). T-Mobile Parent agrees that if T-Mobile Collocator (all references to T-Mobile Collocator in this Section 34 shall be deemed to include any Affiliate of T-Mobile Collocator that is a party to any Site Lease Agreement) defaults at any time during the Term of this Agreement or the term of any Site Lease Agreement in the performance of any of the T-Mobile Collocator Obligations, T-Mobile Parent shall faithfully perform and fulfill all T-Mobile Collocator Obligations and shall pay to the applicable beneficiary all reasonable attorneys' fees, court costs and other expenses, costs and disbursements incurred by the applicable beneficiary on account of any default by T-Mobile Collocator and on account of the enforcement of this guaranty.

(b) The foregoing guaranty obligation of T-Mobile Parent shall be enforceable by any Tower Operator Indemnitee in an action against T-Mobile Parent without the necessity of any suit, action or proceeding by the applicable beneficiary of any kind or nature whatsoever against T-Mobile Collocator, without the necessity of any notice to T-Mobile Parent of T-Mobile Collocator's default or breach under this Agreement or any Site Lease Agreement, and without the necessity of any other notice or demand to T-Mobile Parent to which T-Mobile Parent might otherwise be entitled, all of which notices T-Mobile Parent hereby expressly waives. T-Mobile Parent hereby agrees that the validity of this guaranty and the obligations of T-Mobile Parent hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by any Tower Operator Indemnitee against T-Mobile Collocator any of the rights or remedies reserved to such Tower Operator Indemnitee pursuant to the provisions of this Agreement, any Site Lease Agreement or any other remedy or right which such Tower Operator Indemnitee may have at law or in equity or otherwise.

(c) T-Mobile Parent covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of T-Mobile Parent hereunder shall not be affected, modified or diminished by reason of any assignment, renewal, modification, extension or termination of this Agreement or any Site Lease Agreement or any modification or waiver of or change in any of the covenants and terms of this Agreement or any Site Lease Agreement by agreement of a Tower Operator Indemnitee and T-Mobile Collocator, or by any unilateral action of either a Tower Operator Indemnitee or T-Mobile Collocator, or by an extension of time that may be granted by a Tower Operator Indemnitee to T-Mobile Collocator or any indulgence of any kind granted to T-Mobile Collocator, or any dealings or transactions occurring between a Tower Operator Indemnitee and T-Mobile Collocator, including any adjustment, compromise, settlement, accord and satisfaction or release, or any Bankruptcy, insolvency, reorganization or other arrangements affecting T-Mobile Collocator. T-Mobile Parent does hereby expressly waive any suretyship defenses it might otherwise have.



(d) All of the Tower Operator Indemnitees' rights and remedies under this guaranty are intended to be distinct, separate and cumulative and no such right and remedy herein is intended to be to the exclusion of or a waiver of any other. T-Mobile Parent hereby waives presentment demand for performance, notice of nonperformance, protest notice of protest, notice of dishonor and notice of acceptance. T-Mobile Parent further waives any right to require that an action be brought against T-Mobile Collocator or any other Person or to require that resort be had by a beneficiary to any security held by such beneficiary.

(e) For the avoidance of doubt, the T-Mobile Collocator Obligations shall not include any obligations of Crown Castle International Corp. under the terms of the Parent Indemnity Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

**T-MOBILE COLLOCATORS**

**T-MOBILE CENTRAL LLC  
T-MOBILE SOUTH LLC  
POWERTEL/MEMPHIS, INC.  
VOICESTREAM PITTSBURGH, L.P.  
T-MOBILE WEST LLC  
T-MOBILE NORTHEAST LLC  
WIRELESS ALLIANCE, LLC  
SUNCOM WIRELESS OPERATING COMPANY, L.L.C.**

By: /s/ David A. Miller  
Name: David A. Miller  
Title: EVP & General Counsel

**T-MOBILE PARENT:**

**T-MOBILE USA, INC.**

By: /s/ David A. Miller  
Name: David A. Miller  
Title: EVP & General Counsel

**TOWER OPERATOR:**

**CCTMO LLC**

By: /s/ Jay A. Brown  
Name: Jay A. Brown  
Title: Senior Vice President, Chief Financial  
Officer and Treasurer

[Signature Page to MPL Site Master Lease Agreement]

**SALE SITE MASTER LEASE AGREEMENT**  
**BY AND**  
**AMONG**  
**EACH T-MOBILE COLLOCATOR NAMED HEREIN,**  
**T-MOBILE USA, INC.**  
**AND**  
**T3 TOWER 1 LLC**  
**and**  
**T3 tower 2 LLC**

**Dated as of November 30, 2012**

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## EXHIBITS AND SCHEDULES

Exhibit A	List of Sites
Exhibit B	List of Assignable Sites
Exhibit C	Form of Site Lease Agreement
Exhibit D	Form of Memorandum of Site Lease Agreement
Exhibit E	Hypothetical Equipment Configuration
Exhibit F	Form of Agreement and Consent
Schedule 9(c)	Sample Wind Load Surface Area Calculations

## Sale site MASTER LEASE AGREEMENT

This **SALE SITE MASTER LEASE AGREEMENT** (this “**Agreement**”) is entered into this 30<sup>th</sup> day of November, 2012 (the “**Effective Date**”), by and among **T3 Tower 1 LLC** and **T3 Tower 2 LLC**, each as a Tower Operator, each **T-MOBILE COLLOCATOR** (as defined herein), as a tenant, and **T-MOBILE USA, INC.**, a Delaware corporation (“**T-Mobile Parent**”). Tower Operator, each T-Mobile Collocator and T-Mobile Parent are sometimes individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**”.

### **RECITALS:**

A. Certain Affiliates of T-Mobile Parent operate the Sites, which include Towers and related equipment, and such Affiliates either own, ground lease or otherwise have an interest in the land on which such Towers are located;

B. Pursuant to a sales transaction (the “**Sales Transaction**”), T-Mobile Parent and certain of its Affiliates have contributed, conveyed, assigned, transferred and delivered to Tower Operator their respective interests in the Sites or their right to operate the Sites and have sold, conveyed, assigned, transferred and delivered to Crown Castle International Corp. all membership interests in Tower Operator;

C. Tower Operator desires to lease or give T-Mobile Collocator the right to use and operate on a portion of each of the Sites pursuant to the terms and conditions of this Agreement; and

D. T-Mobile Collocator operates a significant portion of its wireless network through equipment located at the Sites and would not have entered into the Sales Transaction if Tower Operator did not agree to the terms and conditions set forth herein.

**NOW, THEREFORE**, the Parties agree as follows:

### **SECTION 1. Definitions.**

(a) **Certain Defined Terms.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following respective meanings when used herein with initial capital letters:

“**Affiliate**” (and, with a correlative meaning, “**Affiliated**”) means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. As used in this definition, “**control**” means the beneficial ownership (as such term is defined in Rules 13d-3 and 13d-5 of the Securities Exchange Act of 1934, as amended) of 50% or more of the voting interests of the Person.

“**Agreement**” has the meaning set forth in the preamble and includes all subsequent modifications and amendments hereof. References to this Agreement in respect of a particular Site shall include the Site Lease Agreement therefor; and references to this Agreement in general and as applied to all Sites shall include all Site Lease Agreements.

“**Assignable Site**” means the (i) Initial Assignable Sites and (ii) any Non-Assignable Site subject to this Agreement which is converted to an Assignable Site pursuant to a Conversion Closing.

“**Assumption Requirements**” means, with respect to any assignment by Tower Operator or T-Mobile Collocator of this Agreement (the “**assigning party**”), that (i) the applicable assignee has creditworthiness, or a guarantor with creditworthiness, reasonably sufficient to perform the obligations of the assigning party under this Agreement or that the assigning party remains liable for such obligations notwithstanding such assignment and (ii) the assignee assumes and agrees to perform all of the obligations of the assigning party hereunder.

“**Available Space**” means, as to any Site, the portion of the Tower and Land not constituting T-Mobile Collocation Space that is available for lease to or collocation by any Tower Tenant and all rights appurtenant to such portion, space or area.

“**Award**” means any amounts paid, recovered or recoverable as damages, compensation or proceeds by reason of any Taking, including all amounts paid pursuant to any agreement with any Person which was made in settlement or under threat of any such Taking, less the reasonable costs and expenses incurred in collecting such amounts.

“**Bankruptcy**” means a proceeding, whether voluntary or involuntary, under the federal bankruptcy laws, a foreclosure, an assignment for the benefit of creditors, trusteeship, conservatorship or other proceeding or transaction arising out of the insolvency of a Person or any of its Affiliates or involving the complete or partial exercise of a creditor's rights or remedies in respect of payment upon a breach or default in respect of any obligation.

“**Business Day**” means any day other than a Saturday, Sunday or any other day on which national banks in New York, New York are not open for business.

“**Cables**” means co-axial cabling, electrical power cabling, ethernet cabling, fiber-optic cabling or any other cabling or wiring necessary for operating Communications Equipment together with any associated conduit piping necessary to encase or protect any such cabling.

“**CA/NV Master Lease**” means that certain Lease and Sublease, dated December 14, 2000, by and between SBC Tower Holdings LLC, as landlord, and T-Mobile West LLC (as successor in interest to the original tenant under such lease), as tenant, as amended, modified or supplemented from time to time.

“**CA/NV Site**” means any Site subject to the CA/NV Master Lease, which Sites are identified on Exhibit A and, if applicable, Exhibit B as “CA/NV Sites”.

“**CERCLA**” means The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

“**Claims**” means any claims, demands, assessments, actions, suits, damages, obligations, fines, penalties, liabilities, losses, adjustments, costs and expenses (including those for bodily injury (including death) and property damage (including the loss of use thereof) and reasonable attorneys' and accountants' fees and expenses).

“**Collateral Agreements**” means “Collateral Agreements” as defined in the Master Agreement.



**“Collocation Agreement”** means an agreement, including master leases, between a T-Mobile Group Member (prior to the Effective Date) or Tower Operator (on or after the Effective Date), on the one hand, and a third party (provided that if such agreement is with a T-Mobile Group Member, such third party is not an Affiliate of such T-Mobile Group Member on the Effective Date), on the other hand, pursuant to which such T-Mobile Group Member or Tower Operator, as applicable, rents or licenses to such third party space at any Site (including space on a Tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

**“Communications Equipment”** means, as to any Site, all equipment now or hereafter installed at (i) the T-Mobile Collocation Space with respect to T-Mobile Collocator and (ii) any other portion of the Site with respect to a Tower Tenant, for the provision of current or future communication services, including voice, video, internet and other data services. Such equipment shall include switches, antennas, including microwave antennas, panels, conduits, flexible transmission lines, Cables, radios, amplifiers, filters, interconnect transmission equipment and all associated software and hardware, and will include any modifications, replacements and upgrades to such equipment.

**“Communications Facility”** means, as to any Site, (i) the T-Mobile Collocation Space, together with all T-Mobile Communications Equipment and T-Mobile Improvements at such Site (with respect to T-Mobile Collocator) or (ii) any other portion of the Site leased to or used or occupied by a Tower Tenant, together with all of such Tower Tenant Communications Equipment and such Tower Tenant Improvements at such Site (with respect to a Tower Tenant).

**“Conversion Closing”** means the conversion of a Non-Assignable Site into an Assignable Site subsequent to the Effective Date.

**“Conversion Closing Date”** means, with respect to each Conversion Closing, the date on which such Conversion Closing is deemed to have occurred.

**“CPI”** means the Consumer Price Index for all Urban Consumers, U.S., City Average (1982-84 = 100) All Items Index, published by the Bureau of Labor Statistics, United States Department of Labor. If the CPI ceases to be compiled and published at any time during the Term of this Agreement, but a comparable successor index is compiled and published by the Bureau of Labor Statistics, United States Department of Labor, the adjustments provided for in this Agreement which are based on the change in CPI shall be computed according to such successor index, with appropriate adjustments in the index to reflect any material differences in the method of computation from the CPI. If, at any time during the Term of this Agreement, neither the CPI nor a comparable successor index is compiled and published by the Bureau of Labor Statistics, the comparable index for “all items” compiled and published by any other branch or department of the federal government shall be used as a basis for calculation of the CPI-related adjustments provided for in this Agreement, and if no such index is compiled and published by any branch or department of the federal government, the statistics reflecting cost of living increases or decreases, as applicable, as compiled by any institution or organization or individual generally recognized as an authority by financial and insurance institutions shall be used, in each case with appropriate adjustments to the index to reflect any material differences in the method of computation from the CPI.

**“Emergency”** means any event that causes, has caused or is likely to cause (i) any bodily injury, personal injury or material property damage, (ii) the immediate suspension, revocation, termination or any other adverse effect as to any licenses or permits, (iii) any material adverse effect on the ability of T-Mobile Collocator, or any Tower Tenants, to operate Communications

Equipment at any Site, (iv) any failure of any Site to comply in any material respect with applicable FCC or FAA regulations or other licensing requirements or (v) the termination of a Ground Lease.

**“Environmental Law”** or **“Environmental Laws”** means any federal, state or local statute, Law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or public or workplace health and safety as may now or at any time hereafter be in effect, including the following, as same may be amended or replaced from time to time, and all regulations promulgated under or in connection with the Superfund Amendments and Reauthorization Act of 1986; CERCLA; The Clean Air Act; The Clean Water Act; The Toxic Substances Control Act; The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; The Hazardous Materials Transportation Act; and The Occupational Safety and Health Act of 1970.

**“Excluded Equipment”** means (i) any T-Mobile Communications Equipment or T-Mobile Improvements and (ii) any Tower Tenant Communications Equipment or Tower Tenant Improvements.

**“FAA”** means the United States Federal Aviation Administration or any successor federal Governmental Authority performing a similar function.

**“FCC”** means the United States Federal Communications Commission or any successor Governmental Authority performing a similar function.

**“Force Majeure”** means strike, riot, act of God, nationwide shortages of labor or materials, war, civil disturbance, act of the public enemy, explosion, hurricane, governmental Laws, regulations, orders or restrictions.

**“Governmental Approvals”** means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications and other authorizations to, from or with any Governmental Authority.

**“Governmental Authority”** means, with respect to any Person or any Site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over such Person or such Site.

**“Ground Lease”** means, as to any Leased Site, the ground lease, sublease, or any easement, license or other agreement or document pursuant to which Tower Operator as to an Assignable Site, or the T-Mobile Ground Lease Additional Party as to a Non-Assignable Site, holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in such Site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such Site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto. The CA/NV Master Lease shall be deemed a Ground Lease other than for purposes of Section 5.

**“Ground Lessor”** means, as to a Leased Site, the “lessor,” “sublessor,” “landlord,” “licensor,” “sublicensor” or similar Person under the related Ground Lease.

“**Ground Rent**” means, as to any Leased Site, all rents, fees and other charges payable by the ground lessee to the Ground Lessor under the Ground Lease for such Site.

“**Hazardous Material**” or “**Hazardous Materials**” means and includes petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls or any hazardous, toxic or dangerous waste, substance or material defined as such (or any similar term) or regulated by, in or for the purposes of Environmental Laws, including Section 101(14) of CERCLA.

“**Improvements**” means, as to each Site, (i) one or more equipment pads or raised platforms capable of accommodating exterior cabinets or equipment shelters, huts or buildings, electrical service and access for the placement and servicing of T-Mobile Collocator's and, if applicable, each Tower Tenant Improvement; (ii) buildings, huts, equipment shelters or exterior cabinets; (iii) batteries, generators and associated fuel tanks or any other substances, products, materials or equipment used to provide backup power; (iv) grounding rings; (v) fencing; (vi) signage; (vii) connections for telephone service or utility service up to the meter; (viii) hardware constituting a Tower platform to hold T-Mobile Collocator's and, if applicable, each Tower Tenant Communications Equipment; (ix) access road improvements; (x) common shelters, if any; (xi) all marking/lighting systems and light monitoring devices; and (xii) such other equipment, alterations, replacements, modifications, additions and improvements as may be installed on or made to all or any component of a Site (including the Land and the Tower). Notwithstanding the foregoing, Improvements do not include Communications Equipment (including T-Mobile Communications Equipment or Tower Tenant's Communications Equipment).

“**Included Property**” means, with respect to each Site, (i) the Land related to such Site (including the interest in any Ground Lease), (ii) the Tower located on such Site (including the T-Mobile Collocation Space) and (iii) the related Tower Operator Equipment, Improvements (excluding T-Mobile Improvements and any Tower Tenant Improvements) and the Tower Related Assets with respect to such Site.

“**Indemnified Party**” means a T-Mobile Indemnitee or a Tower Operator Indemnitee, as the case may be.

“**Initial Assignable Sites**” means the Sites set forth on Exhibit B.

“**Land**” means the tract of land constituting a Site, together with all easements and other rights appurtenant thereto.

“**Law**” means any statute, rule, code, regulation, ordinance or Order of, or issued by, any Governmental Authority.

“**Leased Site**” means the Assignable Sites that are occupied by Tower Operator and the Non-Assignable Sites that are occupied by a T-Mobile Ground Lease Additional Party, in either case, pursuant to a Ground Lease, which Sites are identified on Exhibit A or Exhibit B as Leased Sites. If a Site is not a Leased Site, such Site is an Owned Site hereunder.

“**Liens**” means, with respect to any asset, any mortgage, lien, pledge, security interest, charge, attachment or encumbrance of any kind in respect of such asset.

**“Master Agreement”** means the Master Agreement, dated as of September 28, 2012, by and among Crown Castle International Corp., Tower Operator, T-Mobile and the other parties thereto.

**“Master Prepaid Lease”** means the Master Prepaid Lease, dated as of November 30, 2012, by and among CCTMO, T-Mobile Parent and T-Mobile USA Tower LLC and T-Mobile West Tower LLC.

**“Memorandum of Site Lease Agreement”** means as to any Site, a recordable memorandum of a Site Lease Agreement supplement to this Agreement, in substantially the form of Exhibit D attached to this Agreement.

**“Modifications”** means the construction or installation of Improvements on any Site or any part of any Site after the Effective Date, or the alteration, replacement, modification or addition to all or any component of a Site after the Effective Date, whether Severable or Non-Severable.

**“Mortgage”** means, as to any Site, any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or encumbrance against, the right, title and interest of a Party in and to the Land, Tower and Improvements on such Site as security for any debt, whether now existing or hereafter arising or created.

**“Mortgagee”** means, as to any Site, the holder of any Mortgage, together with the heirs, legal representatives, successors, transferees and assignees of the holder.

**“Non-Assignable Site”** means, for purposes of this Agreement and until any such Site is converted to an Assignable Site as provided herein, each Site that is identified on Exhibit A, but is not identified as an Assignable Site on Exhibit B and is therefore subject to this Agreement as a Non-Assignable Site as of the Effective Date, until such Site is converted to an Assignable Site as provided herein.

**“Non-Restorable Site”** means a Site that has suffered a casualty that damages or destroys all or a Substantial Portion of such Site, or a Site that constitutes a non-conforming use under applicable Zoning Laws prior to such casualty, in either case such that either (i) Zoning Laws would not allow Tower Operator to rebuild a comparable replacement Tower on the Site substantially similar to the Tower damaged or destroyed by the casualty or (ii) Restoration of such Site under applicable Zoning Law, using commercially reasonable efforts, in a period of time that would enable Restoration to be commenced (and a building permit issued) within one year after the casualty, would not be possible or would require either (A) obtaining a change in the zoning classification of the Site under applicable Zoning Laws, (B) the filing and prosecution of a lawsuit or other legal proceeding in a court of law or (C) obtaining a zoning variance, special use permit or any other permit or approval under applicable Zoning Laws that cannot reasonably be obtained by Tower Operator.

**“Non-Severable”** means, with respect to any Modification, any Modification that is not a Severable Modification.

**“Order”** means an administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of any Governmental Authority of competent jurisdiction.

“**Owned Sites**” means the Sites which are owned by Tower Operator in fee simple, which Sites are identified on Exhibit A or Exhibit B as Owned Sites.

“**Permitted Encumbrances**” has the meaning set forth in the Master Agreement.

“**Person**” means any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization, including a Governmental Authority.

“**Prime Rate**” means the rate of interest reported in the “Money Rates” column or section of The Wall Street Journal (Eastern Edition) as being the prime rate on corporate loans of larger U.S. Money Center Banks, or if The Wall Street Journal is not in publication on the applicable date, or ceases prior to the applicable date to publish such rate, then the rate being published in any other publication acceptable to T-Mobile Collocator and Tower Operator as being the prime rate on corporate loans from larger U.S. money center banks shall be used.

“**Proceeds**” means all insurance moneys recovered or recoverable by any T-Mobile Ground Lease Additional Party, Tower Operator or T-Mobile Collocator as compensation for casualty damage to any Site (including the Tower and Improvements of such Site).

“**Restoration**” means, as to a Site that has suffered casualty damage or is the subject of a Taking, such restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of such Site, or any portion of such Site pending completion of action, required to restore the applicable Site (including the Tower and Improvements on such Site but excluding any T-Mobile Communications Equipment or T-Mobile Improvements the restoration of which shall be the sole cost and obligation of T-Mobile Collocator) to a condition that is at least as good as the condition that existed immediately prior to such damage or Taking (as applicable), and such other changes or alterations as may be reasonably acceptable to T-Mobile Collocator and Tower Operator or required by Law.

“**Revenue Sharing**” means any requirement under a Ground Lease to pay to Ground Lessor a share of the revenue derived from a sublease, license or other occupancy agreement at the Site subject to such Ground Lease.

“**Right of Substitution**” means the right of T-Mobile Collocator to remove T-Mobile Communications Equipment from the T-Mobile Primary Tower Space or T-Mobile Primary Ground Space at a Site and move same to Available Space on such Site by relocation of the portion of the Communications Facility in such Space to a portion of such Available Space not larger than the T-Mobile Primary Tower Space or T-Mobile Primary Ground Space, as applicable, in accordance with and subject to the limitations contained in Section 10.

“**Severable**” means, with respect to any Modification, any Modification that can be readily removed from a Site or portion of such Site without damaging it in any material respect or without diminishing or impairing the value, utility, useful life or condition that the Site or portion of such Site would have had if such Modification had not been made (assuming the Site or portion of such Site would have been in compliance with this Agreement without such Modification). Notwithstanding the foregoing, a Modification shall not be considered Severable if such Modification is necessary to render the Site or portion of such Site complete for its intended use by Tower Operator (other than Modifications consisting of ancillary items of Tower Operator Equipment of a kind customarily furnished by lessees or operators of property comparable to the Site or portion of such Sites).

“**Site**” means each parcel of Land subject to this Agreement, all of which are identified on Exhibit A hereto, as such exhibit may be amended or supplemented as provided in this Agreement and the Master Agreement and the Tower and Improvements located thereon. As used in this Agreement, reference to a Site includes Non-Severable Modifications, but shall not include Severable Modifications, any T-Mobile Improvements, T-Mobile Communications Equipment, any Tower Tenant’s Improvements or Tower Tenant Communications Equipment.

“**Site Expiration Date**” means, as to any Leased Site, if arrangements have not been entered into to secure the tenure of the relevant Ground Lease pursuant to an extension, new Ground Lease or otherwise, one day prior to the expiration of the relevant Ground Lease (as the same may be amended, extended or renewed pursuant to the terms of this Agreement).

“**Site Lease Agreement**” means, as to any Site, a supplement to this Agreement, in substantially the form of Exhibit C attached to this Agreement.

“**Substantial Portion**” means, as to a Site, so much of such Site (including the Land, Tower and Improvements of such Site, or any portion of such Site) as, when subject to a Taking or damage as a result of a casualty, leaves the untaken or undamaged portion unsuitable for the continued feasible and economic operation of such Site for owning, operating, managing, maintaining and leasing towers and other wireless infrastructure.

“**Taking**” means, as to any Site, any condemnation or exercise of the power of eminent domain by any Governmental Authority, or any taking in any other manner for public use, including a private purchase, in lieu of condemnation, by a Governmental Authority.

“**Tax**” means all forms of taxation, whenever created or imposed, whether imposed by a local, municipal, state, foreign, federal or other Governmental Authority, and whether imposed directly by a Governmental Authority or indirectly through any other Person and includes any federal, state, local or foreign income, gross receipts, ad valorem, excise, value-added, sales, use, transfer, franchise, license, stamp, occupation, withholding, employment, payroll, property or environmental tax, levy, charge, assessment or fee together with any interest, penalty, addition to tax or additional amount imposed by a Governmental Authority or indirectly through any other Person, as well as any liability for or in respect of the Taxes of, or determined by reference to the Tax liability of, another Person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise.

“**Term**” means (i) as to each Site, the term during which this Agreement is applicable to such Site as set forth in Section 3; and (ii) as to this Agreement, the period from the Effective Date until the expiration or earlier termination of this Agreement as to all Sites.

“**Termination Cause**” means, as to any Site, the inability of T-Mobile Collocator (after using commercially reasonable efforts) to obtain or maintain any Governmental Approval necessary for the operation of T-Mobile’s Communications Facility at such Site; provided, however, that T-Mobile Collocator may not assert a Termination Cause if T-Mobile Collocator (i) cannot maintain or obtain or otherwise forfeits a Governmental Approval as a result of the violation of any Laws by T-Mobile Collocator or its Affiliates or any enforcement action or proceeding brought by any Governmental Authority against T-Mobile Collocator or its Affiliates because of any alleged wrongdoing by T-Mobile Collocator or its Affiliates or (ii) does not have such Governmental Approval on the Effective Date and such Governmental Approval was required on the Effective Date.

**“T-Mobile”** means T-Mobile Parent and Affiliates thereof that are parties to the Master Agreement.

**“T-Mobile Collocator”** means, with respect to each Site, the Person identified as the “T-Mobile Collocator” opposite such Site on Exhibit A and, if applicable, Exhibit B hereto, and which shall be the “Lessee” under the Site Lease Agreement for such Site, in each case together with its permitted successors and assignees hereunder, to the extent the same are permitted to succeed to T-Mobile Collocator's rights hereunder.

**“T-Mobile Communications Equipment”** means any Communications Equipment owned or leased and used exclusively (subject to the last sentence of Section 9(b)) by T-Mobile Collocator at a Site.

**“T-Mobile Ground Lease Additional Party”** means each T-Mobile Group Member that, at any applicable time during the Term of this Agreement, has not yet contributed its right, title and interest in the Included Property of a Non-Assignable Site to Tower Operator pursuant to the Master Agreement.

**“T-Mobile Group”** means, collectively, T-Mobile Parent and its Affiliates (including each T-Mobile Ground Lease Additional Party and T-Mobile Collocator) whose names are set forth in the signature pages of this Agreement or any Site Lease Agreement or the Master Agreement and any Affiliate of T-Mobile Parent that at any time becomes a “sublessor” under this Agreement in accordance with the provisions of this Agreement.

**“T-Mobile Group Member”** means each member of the T-Mobile Group.

**“T-Mobile Improvements”** means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to T-Mobile Communications Equipment other than a Tower. All utility connections that provide service to T-Mobile Communications Equipment, including those providing Backhaul Services, shall be deemed T-Mobile Improvements.

**“T-Mobile Indemnitee”** means T-Mobile Collocator and its Affiliates, directors, officers, employees, agents and representatives (except Tower Operator and its Affiliates and any agents of Tower Operator or its Affiliates).

**“T-Mobile Modernization”** means the upgrade by T-Mobile Collocator and its Affiliates of its Communications Equipment to any next generation technology.

**“T-Mobile Primary Tower Space RAD Center”** means, in respect of each Site, the “T-Mobile Primary Tower Space RAD Center” identified in the applicable Site Lease Agreement for each Site.

**“Tower”** means the communications towers on the Sites from time to time.

**“Tower Operator”** means, with respect to each Site, the Person identified as the “Tower Operator” opposite such Site on Exhibit A and, if applicable, Exhibit B hereto, and which is the “Lessor” under the Site Lease Agreement for such Site, in each case together with its permitted successors and assignees hereunder, to the extent the same are permitted to succeed to Tower Operator's rights hereunder.

**“Tower Operator Equipment”** means all physical assets (other than real property, interests in real property and Excluded Equipment), located at the applicable Site on or in, or attached to,

the Land, Improvements or Towers leased to, owned by or operated by Tower Operator pursuant to this Agreement.

**“Tower Operator Indemnitee”** means Tower Operator and its Affiliates and its and their respective directors, officers, employees, agents and representatives.

**“Tower Operator Negotiated Increased Revenue Sharing Payments”** means, with respect to any Site, any requirement under a Ground Lease, or a Ground Lease amendment, renewal or extension, in each case entered into after the Effective Date, to pay to the applicable Ground Lessor a share of the revenue derived from the rent paid under this Agreement that is in excess of the Revenue Sharing payment obligation in effect prior to Tower Operator's entry into such amendment, renewal or extension after the Effective Date for such Site with respect to the revenue derived from the rent paid under this Agreement; provided that “Tower Operator Negotiated Increased Revenue Sharing Payments” shall not include any such requirement or obligation (i) existing as of the Effective Date or (ii) arising under the terms of the applicable Ground Lease (as in effect as of the Effective Date) or under any amendment, renewal or extension the terms of which had been negotiated or agreed upon prior to the Effective Date.

**“Tower Operator Negotiated Renewal”** means (i) an extension or renewal of any Ground Lease by Tower Operator in accordance with this Agreement or (ii) a new Ground Lease, successive to a previously existing Ground Lease, entered into by Tower Operator; provided that, in the case of this clause (ii), (A) the term of such new Ground Lease commences immediately upon the expiration of the previously existing Ground Lease and (B) the new Ground Lease is otherwise executed in accordance with this Agreement.

**“Tower Related Assets”** means “Tower Related Assets” as defined in the Master Agreement.

**“Tower Tenant”** means, as to any Site, any Person (other than T-Mobile Collocator) that (i) is a “lessee”, “sublessee”, “licensee” or “sublicensee” under any Collocation Agreement affecting such Site; or (ii) leases, subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space on such Site.

**“Tower Tenant Communications Equipment”** means any Communications Equipment owned or leased by a Tower Tenant.

**“Tower Tenant Improvements”** means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to Tower Tenant Communications Equipment other than a Tower. All utility connections that provide service to Tower Tenant Communications Equipment shall be deemed Tower Tenant Improvements.

**“Tower Tenant Related Party”** means Tower Tenant and its Affiliates, and its and their respective directors, officers, employees, agents and representatives.

**“Transition Services Agreement”** means that certain Transition Services Agreement among T-Mobile Parent, Tower Operator and the other parties thereto of even date herewith.



**“Wind Load Surface Area”** means with respect to each antenna, remote radio unit or other tower mounted equipment, the area in square inches determined by multiplying the two largest dimensions of the length, width and depth of such antenna, remote radio unit or other tower mounted equipment, excluding all mounts and Cables.

**“Zoning Laws”** means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Any other capitalized terms used in this Agreement shall have the respective meanings given to them elsewhere in this Agreement.

(b) **Terms Defined Elsewhere in this Agreement.** In addition to the terms defined in Section 1(a), the following terms are defined in the Section or part of this Agreement specified below:

<b><u>Defined Term</u></b>	<b><u>Section</u></b>
Additional Equipment	Section 9(d)
Additional Ground Space	Section 10(c)
ASR	Section 10(a)
Backhaul Operator	Section 19(c)
Backhaul Services	Section 19(c)
Casualty Notice	Section 30(a)
Disputes	Section 13(d)
Effective Date	Preamble
Effective Date Ground Space	Section 9(a)(i)
Effective Date Tower Space	Section 9(a)(ii)
Financial Advisors	Section 28(a)
Indemnifying Party	Section 13(c)(i)
Party	Preamble
Qualified Tower Operator	Section 16(a)(i)
Reserved T-Mobile Loading Capacity	Section 6(a)(ii)
Restorable Site	Section 30(a)
Sales Transaction	Recitals
Site Engineering Application	Section 9(e)(i)
Subsequent Use	Section 8(a)
Termination Date	Section 3(b)
Termination Notice	Section 3(c)
Third Party Claim	Section 13(c)(i)
Third Party Communications Equipment	Section 6(a)(iii)
T-Mobile Assignee	Section 16(b)(i)
T-Mobile Collocation Rent	Section 4(a)
T-Mobile Collocation Rent Change Date	Section 4(a)
T-Mobile Collocation Space	Section 9(a)
T-Mobile Collocator Obligations	Section 35(a)
T-Mobile Modernization Reservation Period	Section 6(a)(ii)
T-Mobile Parent	Preamble
T-Mobile Primary Ground Space	Section 9(a)(i)
T-Mobile Primary Tower Space	Section 9(a)(ii)
T-Mobile Reserved Amount of Tower Equipment	Section 9(c)
T-Mobile Termination Right	Section 3(b)
T-Mobile Transfer	Section 16(b)(i)
Unused Existing Effective Date Capacity	Section 6(a)(ii)

(c) **Construction.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa. Reference to any agreement, document or instrument means such agreement, document or instrument as amended

or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. The use of the words "include" or "including" in this Agreement shall be by way of example rather than by limitation. The use of the words "or," "either" or "any" shall not be exclusive. References to a "Schedule" or an "Exhibit" are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement and references to a "Section," "preamble" or "recital" are, unless otherwise specified, to a Section, preamble or recital of this Agreement. The Parties have participated equally in the negotiation and drafting of this Agreement and the Collateral Agreements. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. If any provision of this Agreement provides that Tower Operator or any of its Affiliates shall "require" any Tower Tenant to engage or refrain from engaging in certain activities, or take or refrain from taking certain acts, such provision shall not be construed as an assurance by Tower Operator or such Affiliate of Tower Operator with respect to such Tower Tenant's compliance therewith.

## **SECTION 2. Grant; Documents.**

(a) **Grant.** Subject to the terms and conditions of this Agreement, as of the Effective Date as to the Initial Assignable Sites, and thereafter as of the applicable Conversion Closing Date as to each Non-Assignable Site converted to an Assignable Site hereunder pursuant to a Conversion Closing, Tower Operator hereby leases to T-Mobile Collocator, and T-Mobile Collocator hereby leases from Tower Operator, the T-Mobile Collocation Space of all of the Assignable Sites. Subject to the terms and conditions of this Agreement, as of the Effective Date as to each Non-Assignable Site, until the applicable Conversion Closing Date with respect to such Site (if any), Tower Operator hereby reserves and makes the T-Mobile Collocation Space available for the exclusive use and possession of T-Mobile Collocator except as otherwise expressly provided herein, whether or not such T-Mobile Collocation Space is now or hereafter occupied. Notwithstanding anything to the contrary herein, no leasehold, subleasehold or other real property interest is granted pursuant to this Agreement in the T-Mobile Collocation Space at any Non-Assignable Site until the Conversion Closing at which such Non-Assignable Site is converted to an Assignable Site. Tower Operator and T-Mobile Collocator acknowledge and agree that this single Agreement is indivisible, intended to cover all of the Sites and is not a separate lease and sublease or agreement with respect to individual Sites, and in the event of a Bankruptcy of any Party, all Parties intend that this Agreement be treated as a single indivisible Agreement.

(b) **Site Lease Agreements.** The Site Lease Agreements shall be entered into by Tower Operator and T-Mobile Collocator in accordance with the terms of this Agreement and the Master Agreement. The Site Lease Agreements shall be prepared by T-Mobile Collocator and delivered to Tower Operator within 180 days after the Effective Date; provided that if T-Mobile Collocator seeks to install any new T-Mobile Communications Equipment, or modify any existing T-Mobile Communications Equipment, at any Site at any time after the Effective Date, the Site Lease Agreement for such Site shall be delivered to Tower Operator prior to the installation or modification of such T-Mobile Communications Equipment. If a Site Lease Agreement is not entered into with respect to a Site, the Parties shall still have all of the rights and obligations with respect to such Site as provided in this Agreement. The form of the Site Lease Agreement may not be changed without the mutual agreement of Tower Operator and T-Mobile Collocator. The terms and conditions of this Agreement shall govern and control in the event of a discrepancy or inconsistency with the terms and conditions of any Site Lease Agreement, except to the extent otherwise expressly

provided in such Site Lease Agreement that has been duly executed and delivered by an authorized representative of T-Mobile Collocator having the title of director (or senior title) and by Tower Operator. Notwithstanding the foregoing, any specific requirements relating to the design or construction of the T-Mobile Communications Equipment or T-Mobile Improvements imposed by a state or local government and set forth in the "Special Provisions" section of a Site Lease Agreement, shall control over any terms in this Agreement that directly conflict with such specific requirements.

(c) **Documents.** This Agreement shall consist of the following documents, as amended from time to time as provided herein:

- (i) this Agreement;
- (ii) the following Exhibits, which are incorporated herein by this reference:

Exhibit A	List of Sites
Exhibit B	List of Assignable Sites
Exhibit C	Form of Site Lease Agreement
Exhibit D	Form of Memorandum of Site Lease Agreement
Exhibit E	Hypothetical Equipment Configuration
Exhibit F	Form of Agreement and Consent

(iii) Schedules to the Exhibits, which are incorporated herein by reference, and all Schedules to this Agreement, which are incorporated herein by reference; and

- (iv) such additional documents as are incorporated by reference.

(d) **Priority of Documents.** If any of the documents referenced in Section 2(c) are inconsistent, this Agreement shall prevail over the Exhibits, the Schedules and additional incorporated documents.

(e) **Survival of Terms and Provisions.** All terms defined in this Agreement and all provisions of this Agreement solely to the extent necessary to the interpretation of the Master Agreement or any other Collateral Agreement referred to in the Master Agreement shall survive after the termination or expiration of this Agreement and shall remain in full force and effect until the expiration or termination of such applicable agreement.

### **SECTION 3. *Term and Termination Rights.***

(a) **Term.** The initial term of this Agreement as to each Site shall be for a 10 year period from the Effective Date. The term of this Agreement as to each Site shall be automatically extended for eight additional five year renewal terms, unless it is terminated earlier pursuant to a termination right exercised in accordance with this Section 3, Section 5, Section 25, Section 30, Section 31 or Section 33 with respect to a Site. Notwithstanding the foregoing, in all cases the term of this Agreement as to any Site other than an Owned Site shall automatically expire on the Site Expiration Date for such Site.

(b) **T-Mobile Collocator Termination Right.** Notwithstanding anything to the contrary contained herein, T-Mobile Collocator shall have the right to terminate its lease or other right to occupy the T-Mobile Collocation Space at any Site (i) on the tenth anniversary of the Effective

Date and on the last day of each successive five-year period thereafter or (ii) at any time after the tenth anniversary of the Effective Date if there is an occurrence of a Termination Cause (each such date, a "**Termination Date**" and such rights, collectively, the "**T-Mobile Termination Right**").

(c) **Exercise by T-Mobile Collocator.** To exercise a T-Mobile Termination Right with respect to any Site, T-Mobile Collocator shall give Tower Operator written notice of such exercise (the "**Termination Notice**"), not less than 90 days prior to any Termination Date. If T-Mobile Collocator exercises a T-Mobile Termination Right as to any Site, T-Mobile Collocator shall not be required to pay the T-Mobile Collocation Rent or any other amounts with respect to such Site for the period occurring after the Termination Date specified in the applicable Termination Notice and, as of such Termination Date, the Site Lease Agreement for such Site shall be terminated and the rights, duties and obligations of T-Mobile Collocator and Tower Operator in this Agreement with respect to such Site shall terminate as of the Termination Date for such Site except the rights, duties and obligations set forth in Section 3(d) and such other rights, duties and obligations with respect to such Site that expressly survive the termination of this Agreement with respect to such Site.

(d) **Obligations Following T-Mobile Collocator Termination.** Not later than the Termination Date of any Site, T-Mobile Collocator shall vacate the T-Mobile Collocation Space of such Site and remove, at T-Mobile Collocator's cost and expense, all T-Mobile Communications Equipment and T-Mobile Improvements at such Site (and otherwise leave the vacant T-Mobile Collocation Space in good condition, repair and order (reasonable wear and tear and loss by casualty and condemnation excepted) and shall remove all T-Mobile Communications Equipment and T-Mobile Improvements therefrom and restore any damage thereto caused by, through or under any T-Mobile Collocator; provided, however, that T-Mobile Collocator shall not be required to remove any equipment pads or foundations for T-Mobile Improvements). T-Mobile Collocator's right to occupy and use the T-Mobile Collocation Space of a Site pursuant to this Agreement shall be terminated as of the Termination Date of such Site. At the request of either T-Mobile Collocator or Tower Operator, the appropriate Parties shall enter into documentation, in form and substance reasonably satisfactory to such Parties, evidencing any termination of T-Mobile Collocator's rights at any Site pursuant to this Agreement.

#### **SECTION 4. Rent.**

(a) **Collocation Rent.** In advance of the first day of each calendar month during the Term as to each Site, subject to the provisions of Section 3(c) and Section 4(b), T-Mobile Collocator shall pay to Tower Operator the T-Mobile Collocation Rent.

"**T-Mobile Collocation Rent**" means, with respect to each Site, on the Effective Date, an amount equal to \$1,905, which amount may be increased or decreased from time to time in accordance with the terms of this Agreement, subject to increase on an annual basis during the Term of this Agreement on the first day of the calendar month following the one year anniversary of the Effective Date and each one year anniversary thereafter (each such date, the "**T-Mobile Collocation Rent Change Date**") based on the percentage change in CPI (to the extent it is a positive number) in an amount that is equal to the percentage change between the CPI published 15 months prior to the T-Mobile Collocation Rent Change Date and the CPI published three months prior to the T-Mobile Collocation Rent Change Date.

(b) **Prorated Rent Payments.** If the Effective Date is a day other than the first day of a calendar month, the applicable T-Mobile Collocation Rent for the period from the Effective Date through the end of the calendar month during which the Effective Date occurs shall be prorated on a daily basis, and shall be included in the calculation of and payable with the T-Mobile Collocation Rent for the first full calendar month of the Term. If the date of the expiration of the Term as to any Site is a day other than the last day of a calendar month, the applicable T-Mobile Collocation Rent for such calendar month shall be prorated on a daily basis.

(c) **Revenue Sharing Payments.** T-Mobile Collocator shall pay to Tower Operator (or to the applicable Ground Lessor if required to be paid directly to Ground Lessor by the terms of the applicable Ground Lease or if so instructed by Tower Operator), as and when due and payable under any Ground Lease, T-Mobile's Share of Transaction Revenue Sharing Payments (as defined in the Master Agreement) that are required to be made with respect to the T-Mobile Collocation Rent for any Site other than Tower Operator Negotiated Increased Revenue Sharing Payments. Each payment of such Transaction Revenue Sharing Payments by T-Mobile Collocator shall identify and specify the Site in respect of which such payment is being made. To the extent T-Mobile Collocator shall have a continuing obligation to make Revenue Sharing payments with respect to any Site for which T-Mobile Collocator has made an initial Revenue Sharing payment in accordance with the immediately preceding sentence, T-Mobile Collocator shall make such continuing Revenue Sharing payments on the same date that such payments are due and payable to the applicable Ground Lessor. Tower Operator shall pay, as and when due and payable, Tower Operator Share of Transaction Revenue Sharing Payments (as defined in the Master Agreement) that are required to be made with respect to the T-Mobile Collocation Rent for any Site.

(d) **Termination of Rent Obligation.** Notwithstanding anything to the contrary contained herein, if T-Mobile Collocator is not able to use or occupy the T-Mobile Collocation Space at a Site for the current or future business activities that it conducts at such Site because of the termination of the underlying Ground Lease, or the failure of Tower Operator to comply with the terms and conditions of this Agreement following applicable notice and cure periods, (i) T-Mobile Collocator shall have no further obligation to pay the T-Mobile Collocation Rent applicable to such Site and (ii) T-Mobile Collocator shall have the right to offset any amounts owed by Tower Operator to T-Mobile Collocator hereunder against the T-Mobile Collocation Rent or any other amounts that may become due from T-Mobile Collocator and payable to Tower Operator under this Agreement. The foregoing shall not limit any other rights or remedies of T-Mobile Collocator hereunder.

(e) **T-Mobile Right to Cure Ground Rent Defaults.** If Tower Operator does not pay all or any portion of the Ground Rent when due and payable with respect to any Leased Site, T-Mobile Collocator may seek to cure such payment default under any applicable Ground Lease by making payment of the unpaid Ground Rent to the applicable Ground Lessor. Within 10 days following receipt of any invoice therefor, Tower Operator shall reimburse T-Mobile Collocator for all such payments of Ground Rent made by T-Mobile Collocator. If such reimbursement is not made within such 10-day period, T-Mobile Collocator may offset all such payments of Ground Rent made by T-Mobile Collocator against the T-Mobile Collocation Rent that may be due and payable from T-Mobile Collocator to Tower Operator under this Agreement.

## **SECTION 5. *Ground Leases.***

(a) **Compliance With Ground Leases.** Tower Operator shall promptly pay or cause to be paid the Ground Rent under each Ground Lease for each of the Sites during the Term of this

Agreement when such payments become due and payable. With respect to the Non-Assignable Sites, Tower Operator shall abide by, comply with and perform all applicable terms, covenants, conditions and provisions of each Ground Lease (including terms, covenants, conditions and provisions relating to maintenance, insurance and alterations) as if Tower Operator were the "ground lessee" under the applicable Ground Lease, and to the extent evidence of such performance must be provided to a Ground Lessor, Tower Operator shall provide such evidence to such Ground Lessor. In no event shall Tower Operator have any liability to any T-Mobile Group Member for any breach of, or default under, a Ground Lease caused by an act or omission of any T-Mobile Group Member.

(b) **Exercise of Existing Ground Lease Extensions** . During the Term of any Ground Lease relating to any Site, Tower Operator agrees to exercise prior to the expiration of the applicable Ground Lease and in accordance with the provisions of the applicable Ground Lease, any and all extension options existing as of the Effective Date. Notwithstanding the foregoing, Tower Operator shall not be required to exercise any Ground Lease extension option (A) if T-Mobile Collocator at the Site covered by such Ground Lease is in default of its obligations under this Agreement as to the Site beyond applicable notice and cure periods provided herein, (B) if the then remaining term of such Ground Lease (determined without regard to such extension option) shall extend beyond the term of this Agreement as to such Site taking into account all renewal options that may be exercised by T-Mobile Collocator under this Agreement or (C) if T-Mobile Collocator has given a Termination Notice relating to such Site.

(c) **Negotiation of Additional Ground Lease Extensions** . T-Mobile Collocator, if requested by Tower Operator, shall use commercially reasonable efforts to assist Tower Operator (and not interfere with Tower Operator) in obtaining further extensions of the term of any Ground Lease; provided that T-Mobile Collocator shall not be required to expend any funds in connection therewith.

(d) This Section 5 shall not apply to the CA/NV Master Lease, which shall be governed by Section 33.

## **SECTION 6. Condition of the Sites.**

(a) **Repair and Maintenance of Tower.**

(i) **Repair and Maintenance Obligations of Tower Operator.** Tower Operator has the obligation, right and responsibility to repair and maintain each Site in accordance with tower industry standards, including an obligation to maintain the structural integrity of all of the Towers and to ensure that all of the Towers have at all times the structural loading capacity to hold and support all Communications Equipment then mounted on the Tower.

(ii) **Reserved T-Mobile Loading Capacity.** Tower Operator shall make structural modifications to any Tower when and to the extent necessary to provide sufficient structural loading capacity to enable T-Mobile Collocator to install the T-Mobile Reserved Amount of Tower Equipment in the T-Mobile Primary Tower Space on such Tower (the "**Reserved T-Mobile Loading Capacity**"), subject to obtaining all necessary Governmental Approvals and other approvals and further subject to the following:

(A) Tower Operator shall only be responsible for the costs of structural modifications to any Tower (including costs related to structural analysis, Governmental Approvals and other approvals) to increase the structural loading capacity:

(1) to enable Tower Operator to permit any Person other than T-Mobile Collocator to install Communications Equipment; and

(2) during the period beginning on the Effective Date and ending on the second anniversary of the Effective Date (the "**T-Mobile Modernization Reservation Period**"), to provide the portion of the Reserved T-Mobile Loading Capacity that (x) existed on such Tower but was not being used by T-Mobile Collocator as of the Effective Date ("**Unused Existing Effective Date Capacity**"), (y) is unavailable at the time that T-Mobile Collocator installs the T-Mobile Reserved Amount of Equipment and (z) is unavailable due to the prior installation (following the Effective Date) of Communications Equipment by any Tower Tenant or Tower Operator; and

(B) Tower Operator shall not be responsible for the costs of structural modifications to any Tower (including costs related to structural analysis, Governmental Approvals and other approvals) to increase the structural loading capacity:

(1) to provide the portion of the Reserved T-Mobile Loading Capacity in excess of the Unused Existing Effective Date Capacity;

(2) during the T-Mobile Modernization Reservation Period, to provide the portion of the Unused Existing Effective Date Capacity that is unavailable at the time T-Mobile Collocator installs the T-Mobile Reserved Amount of Equipment due to a change in applicable Law that became effective after the Effective Date; or

(3) to enable the installation of any T-Mobile Communications Equipment after the T-Mobile Modernization Reservation Period.

(iii) **Tower Operator Right to Install Equipment.** Tower Operator shall have the right to install its own Communications Equipment or Tower Tenant Communications Equipment (collectively, "**Third Party Communications Equipment**") outside of the T-Mobile Collocation Space during or after the T-Mobile Modernization Reservation Period subject to the provisions of Section 6(a)(ii); provided, however, that if the application to install Third Party Communications Equipment is made after the T-Mobile Modernization Reservation Period and after Tower Operator has received an application from T-Mobile Collocator to install any of the T-Mobile Reserved Amount of Tower Equipment (regardless of whether such application from T-Mobile Collocator is made before or after the end of the T-Mobile Modernization Reservation Period), Tower Operator shall, to the extent sufficient structural loading capacity exists and provided that (x) T-Mobile Collocator's application to install the T-Mobile Reserved Amount of Tower Equipment set forth in its application is approved and (y) the installation of the T-Mobile Reserved Amount of Tower Equipment occurs not later than 180 days after completion of structural review, allocate the currently available loading capacity first to the subject T-Mobile Reserved Amount of Tower Equipment and then to the subject Third Party Communications Equipment. Notwithstanding the



exclusivity of the T-Mobile Primary Tower Space, Tower Operator and Tower Tenants and their employees contractors and agents shall have the right to enter the T-Mobile Primary Tower Space at any time, without notice to T-Mobile Collocator, to access other portions of the Tower and to install, operate, inspect, repair, maintain and replace Cables together with related mounting hardware and incidental equipment and to install, operate, inspect, repair, maintain, make improvements to and perform work on the Tower, tower-related components and equipment within the T-Mobile Primary Tower Space.

(b) **Compliance with Laws.** Tower Operator's installation, maintenance and repair of each Site shall comply in all material respects with all Laws and shall be performed in a manner consistent with the general standard of care in the tower industry. Tower Operator assumes all responsibilities, as to each Site, for any fines, levies or other penalties that are imposed as a result of non-compliance, commencing from and after the Effective Date with requirements of the applicable Governmental Authorities; provided that T-Mobile Collocator shall be responsible and shall indemnify Tower Operator for the portions of all such fines, levies or other penalties that are imposed for, or relating to, periods prior to the Effective Date and relate to non-compliance that existed prior to or on the Effective Date. T-Mobile Collocator assumes all responsibilities, as to each Site, for any fines, levies or other penalties imposed as a result of T-Mobile Collocator's current or future non-compliance with such requirements of the applicable Governmental Authorities unless due to Tower Operator's failure to perform its obligations under this Agreement. Without limiting the foregoing, Tower Operator at its own cost and expense, shall make (or cause to be made) all Modifications to the Sites as may be required from time to time to meet in all material respects the requirements of applicable Laws.

(c) **Access.** Tower Operator agrees to maintain access roads to the Sites in such order and repair as would be required in accordance with tower industry standards and agrees not to take any action (except as required by Law, a Governmental Authority, a Ground Lease, a Collocation Agreement or any other agreement affecting the Site) that would materially diminish or impair any means of access to any Site existing as of the Effective Date. In the event that T-Mobile Collocator requires access to a Site but snow or some other obstruction on or in the access area is preventing or materially hindering access to the Site, Tower Operator shall use commercially reasonable efforts to arrange, at its sole cost and expense, to have such snow or other obstruction removed within 48 hours of notice therefrom from T-Mobile Collocator.

#### **SECTION 7. *Tower Operator Modifications.***

Tower Operator may from time to time make such Modifications as Tower Operator deems desirable in the proper conduct of its business in accordance with this Agreement, including the addition or removal of land, construction, modification or addition to the Tower or any other structure it owns or the reconstruction, replacement or alteration thereof. Notwithstanding anything to the contrary contained herein, in no event may Tower Operator make any Modification to any T-Mobile Improvement or modify or replace any T-Mobile Communications Equipment except in the event of an Emergency.

#### **SECTION 8. *T-Mobile Collocator's and Tower Operator's Obligations With Respect to Tower Tenants; Interference.***

(a) **Interference to T-Mobile Collocator's Operations.** Tower Operator agrees that neither Tower Operator nor any Tower Tenant whose Communications Equipment is installed or

modified (including modifying the frequency at which such equipment is operated) subsequently to T-Mobile Communications Equipment (a "**Subsequent Use**"), shall permit their equipment to interfere with T-Mobile Collocator's permitted FCC licensed transmissions or reception. In the event that T-Mobile Collocator experiences RF interference in excess of levels permitted by the FCC caused by such Subsequent Use, then (i) T-Mobile Collocator shall notify Tower Operator in writing of such RF interference and (ii) Tower Operator shall use commercially reasonable efforts to cause the party whose Subsequent Use is causing such RF interference to immediately take necessary steps to determine the cause of and eliminate such RF interference. If such interference continues for a period in excess of 72 hours after Tower Operator's receipt of notice from T-Mobile Collocator, Tower Operator shall request that Tower Tenant reduce power or cease operations until such time as Tower Tenant can make repairs to the interfering equipment. In the event that such Tower Tenant fails to promptly reduce power or cease operations as requested, then Tower Operator shall terminate the operation of the Communications Equipment causing such RF interference at Tower Operator's (or such Tower Tenant's) cost if and to the extent permitted by the terms of any applicable Collocation Agreements.

(b) **Interference by T-Mobile Collocator.** Notwithstanding any prior approval by Tower Operator of T-Mobile Communications Equipment, T-Mobile Collocator agrees that it shall not allow T-Mobile Communications Equipment installed or modified subsequently to any Tower Operator or Tower Tenant's Communications Equipment to cause RF interference to Tower Operator's or any Tower Tenant's permitted FCC licensed transmissions or reception in excess of levels permitted by the FCC. If T-Mobile Collocator is notified in writing that its operations are causing such RF interference, T-Mobile Collocator shall immediately take all commercially reasonable efforts and necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of 72 hours following such notification, Tower Operator shall have the right to require T-Mobile Collocator to reduce power or cease operations until such time as T-Mobile Collocator can make repairs to the interfering Communications Equipment. In the event that T-Mobile Collocator fails to promptly take such action as agreed, then Tower Operator shall have the right to terminate the operation of the Communications Equipment causing such RF interference, at T-Mobile Collocator's cost, and notwithstanding anything to the contrary contained herein without liability to Tower Operator for any inconvenience, disturbance, loss of business or other damage to T-Mobile Collocator as the result of such actions. T-Mobile Collocator also agrees that it shall neither install T-Mobile Communications Equipment nor subsequently modify it such that it is not authorized by, or violates, any applicable Laws or is not made or installed in accordance with good engineering practices.

(c) **Rights of Tower Tenants under Collocation Agreements** . Notwithstanding anything to the contrary contained herein, the obligations of Tower Operator hereunder as to any Site are subject to any limitations imposed by any applicable Law and to the rights of any Tower Tenant under any Collocation Agreement in existence as of the Effective Date at such Site. To the extent that any such Collocation Agreement or any applicable Law prohibits Tower Operator from performing the obligations of Tower Operator hereunder, Tower Operator shall be required to perform such obligations only to the extent not so prohibited and shall have no liability with respect thereto to T-Mobile Collocator.

## **SECTION 9. *T-Mobile Collocation Space.***

(a) **Collocation Space.** As used herein, "***T-Mobile Collocation Space***," as to each Site, means:

(i) The portions of the Land comprising such Site on which any portion of the T-Mobile Improvements or T-Mobile Communications Equipment is located, operated or maintained as of the Effective Date, including the air space above such portion of the Land, to the extent such air space is not occupied by a third party or the tower or Communications Equipment owned by Tower Operator on the Effective Date (the "**Effective Date Ground Space**"). In the event that T-Mobile Collocator, as of the Effective Date, occupies less than 240 square feet of Land at such Site, T-Mobile Collocator shall have the exclusive right to occupy up to a maximum area of 240 square feet of contiguous and usable ground space in a 12 foot by 20 foot configuration and the air space above such ground space, to the extent such air space is not occupied by a Tower or Communications Equipment on such Tower or otherwise by a third party on the Effective Date and such space shall be part of the T-Mobile Collocation Space (the greater of such space and the Effective Date Ground Space, the "**T-Mobile Primary Ground Space**"). The T-Mobile Primary Ground Space at any Site shall be documented in the Site Lease Agreement for such Site. If contiguous and usable ground space is not available at a Site in a 12 foot by 20 foot configuration, T-Mobile Collocator shall have the exclusive right to occupy 240 square feet of contiguous and usable ground space such Site in such configuration as T-Mobile Collocator elects and such space shall be deemed to be the T-Mobile Primary Ground Space at such Site and shall be documented in the Site Lease Agreement for such Site. If on the Effective Date, at any Site there is less than 240 square feet of ground space available for T-Mobile Collocator's exclusive use within such Site, the T-Mobile Primary Ground Space at such Site shall be the ground space within such Site occupied by T-Mobile Collocator on the Effective Date and any additional available ground space within such Site on the Effective Date, and the T-Mobile Primary Ground Space shall be documented in the Site Lease Agreement for such Site. Notwithstanding the foregoing, if a Site has less than 1,000 square feet of ground space in the aggregate and T-Mobile Collocator's Effective Date Ground Space is less than 240 square feet within such Site, then Tower Operator shall not be obligated to reserve any additional ground space available within such Site as of the Effective Date for T-Mobile Collocator, and the Effective Date Ground Space shall be documented in the Site Lease Agreement for such Site as the T-Mobile Primary Ground Space, and Tower Operator may, at any time during the Term of this Agreement, use or permit a Tower Tenant to use any ground space that is not then being used by T-Mobile Collocator as part of the Effective Date Ground Space without obtaining T-Mobile Collocator's consent; provided, however, that if, at any point after the Effective Date, T-Mobile Collocator desires to use additional ground space and increase its T-Mobile Primary Ground Space within such Site to up to 240 square feet and such space is not then being used (including committed to use) by Tower Operator or a Tower Tenant, T-Mobile Collocator shall have the right, after completion of the application and amendment process described in Section 9(e) and entering into an amendment to the Site Lease Agreement for such Site, to increase the T-Mobile Primary Ground Space within such Site to up to 240 square feet by adding such additional ground space and to use such additional ground space at no additional cost to T-Mobile Collocator. If there is insufficient ground space at any Site for the use of other Tower Tenants, Tower Operator shall have the right to permit such other Tower Tenants, at their sole cost and expense, to stack ground equipment above the ground equipment maintained by T-Mobile Collocator in the T-Mobile Primary Ground Space;

(ii) The portion of the Tower on such Site on or within which any portion of T-Mobile Communications Equipment is located, operated or maintained (including portions of the Tower on which any antennas, transmission lines, amplifiers, filters and other Tower mounted equipment are located) as of the Effective Date (the "**Effective Date Tower Space**"). In the event T-Mobile Collocator occupies less than eight contiguous vertical feet of space on such Tower, T-Mobile Collocator's exclusive reserved space on such Tower shall include any additional and unoccupied

vertical space adjacent to the space occupied by T-Mobile Collocator as is necessary to provide T-Mobile Collocator with such eight contiguous vertical feet of space on such Tower which shall be four contiguous feet of vertical space on each Tower above and below the T-Mobile Primary Tower Space RAD Center on such Tower on the Effective Date (eight feet of vertical space in total) (the greater of such space or the Effective Date Tower Space, the "**T-Mobile Primary Tower Space**"). Notwithstanding the exclusivity of the T-Mobile Primary Tower Space, Tower Operator and Tower Tenants and their employees, contractors and agents shall have the right to enter the T-Mobile Primary Tower Space at any time, without notice to T-Mobile Collocator, to access other portions of the Tower and to install, operate, inspect, repair, maintain and replace Cables together with related mounting hardware and incidental equipment and to install, operate, inspect, repair, maintain, make improvements to and perform work on the Tower, tower-related components and equipment within the T-Mobile Primary Tower Space. If such additional space is occupied by a Tower Tenant on the Effective Date or such configuration is prohibited by Law, Tower Operator shall be required to provide only such additional space as is available or allowed by Law, as applicable. Notwithstanding the foregoing, with respect to Towers that are less than 100 feet in height, upon obtaining T-Mobile Collocator's prior written consent, which consent cannot be subject to any conditions and cannot be unreasonably withheld or delayed (and T-Mobile Collocator's failure to respond to such notice within 10 Business Days shall be deemed to constitute consent thereto), Tower Operator shall have the right to install Communications Equipment of other Tower Tenants within the T-Mobile Primary Tower Space; provided that such Communications Equipment may not be installed within the vertical envelope of space then occupied by the primary antenna array of the T-Mobile Communications Equipment located within the T-Mobile Primary Tower Space;

(iii) Any Additional Ground Space;

(iv) Any and all rights pursuant to Section 9(c), Section 9(d), Section 9(g), Section 9(h) and Section 10 and all appurtenant rights reasonably inferable to permit T-Mobile Collocator's full use and enjoyment of the T-Mobile Collocation Space including the rights specifically described in this Section 9, all in accordance with this Section 9; and

(v) Tower Operator shall prevent and eliminate obstructions on a Site that prevent T-Mobile Collocator from having access to repair and replace all of the T-Mobile Communications Equipment and T-Mobile Improvements (including related Cables) or from being able to fully open any equipment cabinet doors in such space and repair and replace equipment therein.

(b) **T-Mobile Collocator Permitted Use.** T-Mobile Collocator shall use the T-Mobile Collocation Space at each Site only for installation, modification, use, operation, repair and replacement of T-Mobile's Communications Facility. T-Mobile Collocator shall not use the T-Mobile Collocation Space at any Site in a manner that would reasonably be expected to materially impair Tower Operator's rights or interest in such Site or in a manner that would reasonably make possible a Claim or Claims of adverse possession by the public, as such, or any other Person (other than T-Mobile Collocator), or of implied dedication of such T-Mobile Collocation Space. Except as specifically permitted hereunder, T-Mobile Collocator shall have no right to use or occupy any space at any Site other than the T-Mobile Collocation Space that it occupies from time to time in accordance with the terms of this Agreement nor to share the use of its T-Mobile Collocation Space with any Affiliate or third party (except with exclusive Backhaul Operators as specifically permitted in Section 19(c)). T-Mobile Collocator's use of the T-Mobile Collocation Space and its Communication Equipment (except as specifically permitted hereunder) shall not compete with Tower Operator's collocation business, operations or collocation activities at the Sites or in any

way prevent, diminish, hinder or interfere with Tower Operator's opportunity to derive collocation revenue from the Sites (it being understood and agreed that the foregoing would prohibit T-Mobile Collocator from utilizing the T-Mobile Collocation Space or its Communication Equipment to engage in network hosting without entering into a collocation agreement with Tower Operator that permits such use (which collocation agreement must be reasonably satisfactory to Tower Operator and provide additional compensation to Tower Operator)). Notwithstanding anything to the contrary herein, T-Mobile Collocator shall be permitted to use the radio frequency signal generated by the T-Mobile Communications Equipment to provide third parties with customary, industry standard roaming or mobile virtual network services.

(c) **Reserved Amount of Tower Equipment in T-Mobile Collocation Space** . As to each Site, T-Mobile Collocator shall have the right, at any time, to install, maintain, modify, replace and operate in the T-Mobile Collocation Space on the Tower any Communications Equipment consisting of the greater of (i) antennas, remote radio units and associated tower mounting equipment having an aggregate Wind Load Surface Area of 21,000 square inches and up to 24 lines of Cables or (ii) antennas (including microwave antennas and dishes), remote radio units and associated tower mounting equipment and Cables having an aggregate Wind Load Surface Area that is not in excess of the aggregate Wind Load Surface Area of the antennas, remote radio units and associated tower mounting equipment and Cables located on the applicable Tower as of the Effective Date (collectively, the "**T-Mobile Reserved Amount of Tower Equipment**"). Schedule 9(c) attached hereto contains sample calculations of the Wind Load Surface Area for hypothetical configurations of Communications Equipment; provided that the example calculations set forth in Schedule 9(c) are intended as examples only and not as a limitation or prescription on the configurations of the actual T-Mobile Communications Equipment. The foregoing shall not limit T-Mobile Collocator's rights to place in the T-Mobile Collocation Space on a Tower, panel antennas or Cables of different size or structural loading characteristics or equipment of a different shape or technology or a different transmission frequency than that which exists on such Tower on the Effective Date; provided that (x) T-Mobile Collocator shall comply with Tower Operator's standard application and amendment process set forth in Section 9(e) and (y) such antennas, Cables and equipment do not exceed the Wind Load Surface Area and the structural loading capacity of the T-Mobile Reserved Amount of Tower Equipment. Subject to the foregoing limitations, as to each Site, T-Mobile Collocator shall have the right to install, maintain, modify, replace and operate, at no additional collocation rent, any Communications Equipment and Improvements that it deems necessary in the T-Mobile Primary Ground Space. All modifications, additions and replacements of any Communications Equipment in the T-Mobile Collocation Space on the Tower that do not constitute Additional Equipment pursuant to Section 9(d) may be made without any increase in the T-Mobile Collocation Rent. Notwithstanding the above, the windloading of Communications Equipment on a Tower for structural capacity and other purposes shall be determined in accordance with Tower Operator's standard protocols and procedures for determining effective projected area. Exhibit E attached hereto contains sample calculations of the effective projected area for the hypothetical configuration of Communications Equipment set forth in Schedule 9(c).

(d) **Additional T-Mobile Communications Equipment In the T-Mobile Collocation Space** . T-Mobile Collocator may apply to Tower Operator to install, maintain, modify, replace and operate Communications Equipment in the T-Mobile Primary Tower Space in excess of the T-Mobile Reserved Amount of Tower Equipment (collectively "**Additional Equipment**"); provided that there is sufficient structural load capacity available on the Tower at the time T-Mobile Collocator applies to install such Additional Equipment. The application shall be processed and an amendment

to the subject Site Lease Agreement shall be executed to document any Additional Equipment or any changes to existing equipment as of the Effective Date in accordance with Section 9(e).

(e) **Application and Amendment Process** .

(i) T-Mobile Collocator's rights to install and operate any T-Mobile Communications Equipment at a Site in addition to or in replacement of the T-Mobile Communications Equipment existing at the Site as of the Effective Date shall not become effective, and installation of such additional T-Mobile Communications Equipment or modification of the existing T-Mobile Communications Equipment at a Site shall not commence, until the following conditions are satisfied: (A) Tower Operator has received any written consent required under the Ground Lease to allow Tower Operator to permit such installation or modification, (B) T-Mobile Collocator has submitted to Tower Operator and Tower Operator has approved T-Mobile Collocator's application for such installation or modification (a "**Site Engineering Application**"); (C) Tower Operator has received and approved T-Mobile Collocator's drawings showing the installation or modification of the T-Mobile Communications Equipment; (D) Tower Operator has reviewed and accepted all permits obtained by T-Mobile Collocator for its installation or Modification of the T-Mobile Communications Equipment and all required regulatory or governmental approvals of T-Mobile Collocator's proposed installation or modification at the Site; (E) Tower Operator has received a waiver of any applicable rights of first refusal in and to the space in which any new equipment shall be located as identified by T-Mobile Collocator in the Site Engineering Application; (F) any Site Application Fee, Application Revision Fee, Inspection Fee for Third Party Work, Regulatory Fees, Structural Analysis Fee, Intermodulation Study Fee and fee for AM Detuning Study and any other applicable fees have been paid (such fees shall be determined from time to time in accordance with Tower Operator's current business practices and prevailing rates), (G) a Site Lease Agreement and an amendment to the Site Lease Agreement have been executed; and (H) Tower Operator has issued a notice to proceed with the proposed installation or modification; provided that if the conditions precedent listed in clauses (A) through (H) of this sentence are satisfied or determined not to be applicable, then Tower Operator's approval of the subject Site Engineering Application to install T-Mobile Communications Equipment that is within the T-Mobile Reserved Amount of Tower Equipment shall not be unreasonably withheld, conditioned or delayed. If any applicable condition precedent is not satisfied within 180 days of the date of the amendment of the subject Site Lease Agreement or within such other period as may be specified in the subject amendment of the Site Lease Agreement, Tower Operator and T-Mobile Collocator shall each have the right to terminate the subject amendment of the subject Site Lease Agreement. The terminating party shall provide notice to the other party in the event that the amendment of the subject Site Lease Agreement is terminated due to failure to satisfy conditions precedent. Tower Operator shall endeavor to obtain, and T-Mobile Collocator shall cooperate to assist in obtaining, prompt satisfaction of any conditions precedent.

(ii) T-Mobile Collocator must provide Tower Operator with copies of any zoning application or amendment that T-Mobile Collocator submits to the applicable zoning authority in relation to its installation or modification of Equipment at a Site at least 72 hours prior to submission to the applicable zoning authority. Tower Operator also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property, or any existing or future Tower Tenant, as a condition of such zoning authority's approval and that would or could reduce the duration of the use of the subject Site or the operations thereon or decrease the value of the Site or its use or impair or impede Tower Operator's or the Tower Tenants' operations at the Site, or

create a risk of regulatory violations; provided, however, that Tower Operator shall not unreasonably reject any conditions of approval if none of the foregoing factors are present in Tower Operator's judgment and T-Mobile Collocator agrees to pay the cost of satisfying such conditions of approval. T-Mobile Collocator shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by T-Mobile Collocator, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

(f) **Lease; Appurtenant Rights.** T-Mobile Collocator and Tower Operator expressly acknowledge that the T-Mobile Collocation Space at each Site shall be deemed leased to, reserved for or otherwise be made available to T-Mobile Collocator pursuant to this Agreement, in each case at each Site for the exclusive possession (subject to Section 9(a)(ii)) and use by T-Mobile Collocator (except as otherwise expressly provided herein), whether or not such T-Mobile Collocation Space is now or hereafter occupied. T-Mobile Collocator shall have the right to occupy at all times the portions of Land, the Improvements and Tower occupied as of the Effective Date and any additional space constituting T-Mobile Collocation Space and to repair, replace and modify any equipment of T-Mobile Collocator therein or thereon. Tower Operator also grants to T-Mobile Collocator as to each Site, and T-Mobile Collocator reserves and shall at all times retain (for the benefit of T-Mobile Collocator), subject to the terms of this Agreement, the Ground Leases, the rights of Tower Tenants and applicable laws:

(i) **Site Access.** A non-exclusive right and easement (over the surface of the Site) for ingress to and egress from the entire Site, and access to the entire Tower and all Improvements to such Site and Tower, at such times (on a 24-hour, seven day per week basis unless otherwise limited by the Ground Lease, but subject to giving Tower Operator at least one Business Day's prior notice), to such extent, and in such means and manners (on foot or by motor vehicle, including trucks and other heavy equipment), as T-Mobile Collocator (and its authorized contractors, subcontractors, engineers, agents, advisors consultants, representatives, or other persons authorized by T-Mobile Collocator) deems reasonably necessary in connection with its full use and enjoyment of the T-Mobile Collocation Space, including a right to construct, install, use, operate, maintain, repair and replace all of its equipment now or hereafter located in the applicable T-Mobile Collocation Space;

(ii) **Tower Access.** The right to undertake any activity that involves having T-Mobile Collocator or its contractors, subcontractors, engineers, agents, advisors, consultants, representatives, or other Persons authorized by T-Mobile Collocator climb the Tower at any Site; provided, however, that T-Mobile Collocator must ensure that any such Person must work for a vendor approved by Tower Operator; provided further that T-Mobile Collocator shall, except in the event of an Emergency, give Tower Operator at least one Business Day's prior written notice of its intention to exercise such right;

(iii) **Storage.** The right, exercisable during periods in which T-Mobile Collocator is actively performing work at a Site, to use any unoccupied portion of the ground space at the applicable Site for purposes of temporary location and storage of any of its equipment and for performing any repairs or replacements; provided, however, that T-Mobile Collocator shall be required to remove any of its stored Communications Equipment on any unoccupied portion of the Site upon 10 days' prior written notice from Tower Operator if such unoccupied portion of the Site is under sublease or other occupancy arrangement with a Tower Tenant that is prepared to take

occupancy of such portion of the Site or is otherwise required for use by Tower Operator for work or storage at such Site; and

(iv) **Utility Lines.** A non-exclusive right and easement for the use, operation, maintenance, repair and replacement of all utility lines, Cables and all equipment and appurtenances located on the Site and providing electrical, gas and any other utility service to T-Mobile's Communications Facility on the Site, which right and easement includes the right of T-Mobile Collocator and its agents, employees and contractors to enter upon the Site to repair, maintain and replace such utility facilities. T-Mobile Collocator shall have the absolute right to contract with any utility service providers it elects, from time to time, for utility services.

(g) **Maintenance.** T-Mobile Collocator shall, at all times during the Term as to any Site, at T-Mobile Collocator's sole cost and expense, keep and maintain T-Mobile Communications Equipment and T-Mobile Improvements in a structurally safe and sound condition and in working order, in accordance with the general standard of care in the telecommunications industry, subject to Tower Operator's obligations with respect to the maintenance, repair and reinforcement of the Tower hereunder.

(h) **No Obligation With Respect to Communications Facility.** In addition to, and not in limitation of any right of T-Mobile Collocator under Section 3, and notwithstanding anything in this Agreement to the contrary, without limiting or diminishing T-Mobile Collocator's payment obligations hereunder in any manner, including its obligation to pay T-Mobile Collocation Rent, T-Mobile Collocator shall not have any obligation to occupy or to operate a Communications Facility on the T-Mobile Collocation Space of any Site, and T-Mobile Collocator shall have the right, exercisable at any time during the Term as to any Site, to cease occupying or operating T-Mobile Collocator's Communications Facility on the T-Mobile Collocation Space of such Site, and retain its right to such T-Mobile Collocation Space.

(i) **Restoration.** T-Mobile Collocator shall restore any property damage (normal wear and tear excepted) to any Site or appurtenant property or any access roads thereto caused, following the Effective Date, by motor vehicles, trucks or heavy equipment of T-Mobile Collocator or any of its employees, agents, contractors or designees. If such restoration work is not performed by T-Mobile Collocator within 30 days after written notice from Tower Operator (or if not capable of being performed within such 30-day period, then within a reasonable period of time, provided that T-Mobile Collocator is actively and diligently pursuing completion of such restoration work), Tower Operator may, but shall not be obligated to perform such work on behalf of and for the account of T-Mobile Collocator, and T-Mobile Collocator shall reimburse Tower Operator for the reasonable costs of such restoration work within 30 days after Tower Operator delivers to T-Mobile Collocator a written invoice therefor, together with reasonable evidence of the incurrence of such costs. For the avoidance of doubt, any damage caused by T-Mobile Collocator to any Site or appurtenant property or access roads and any failure by T-Mobile Collocator to cure such damage as required hereby, shall not constitute a breach of or default by Tower Operator under this Agreement or give rise to any obligation by Tower Operator to indemnify T-Mobile Collocator's Indemnitees under this Agreement.

(j) **Waiver.** Tower Operator agrees to and does hereby waive and relinquish any lien of any kind and any and all rights, statutory or otherwise, including levy, execution and sale for unpaid rents, that Tower Operator may have or obtain on or with respect to any T-Mobile Communications



Equipment or T-Mobile Improvements which shall be deemed personal property for the purposes of this Agreement, whether or not the same is real or personal property under applicable Law.

**SECTION 10. Tower and Site Modifications, Replacement, Expansion and Substitution and Rights With Respect to Additional Ground Space and Tower Space.**

(a) **Tower and Site Modifications.** With respect to any Site for which the structural capacity of the Tower is not sufficient as of the Effective Date to support the T-Mobile Reserved Amount of Tower Equipment, Tower Operator may, upon request by T-Mobile Collocator and at T-Mobile Collocator's cost and expense (as a T-Mobile Collocator capital expenditure, without any increase in the T-Mobile Collocation Rent or payment of any fee or charge to Tower Operator), make any Modifications to a Tower that it reasonably deems necessary to increase the structural capacity of such Tower to support the T-Mobile Reserved Amount of Tower Equipment; provided that the costs of such Modifications shall be as mutually agreed to by the Parties acting in good faith and shall be consistent with prevailing commercial prices at the relevant time. The structural loading capacity of a Tower and the structural loading thereon shall be determined based on a structural report obtained by Tower Operator at T-Mobile Collocator's cost. If Tower Operator increasing the height of a Tower at the request of T-Mobile Collocator results in a requirement for FAA mandated lighting of such Tower, T-Mobile Collocator shall pay the cost of installing such lighting, the cost of obtaining or amending the FCC Antenna Structure Registration for the Tower ("**ASR**"), including any environmental studies, and the cost of industry-standard lighting equipment for Tower Operator to monitor the lighting of such Tower, similar to the monitoring equipment at other lighted Sites and the reasonable and customary ongoing electrical expense and other operating expenses associated with maintaining such Tower lighting. If the increase in Tower height at the request of T-Mobile Collocator results in a requirement to detune the Tower, T-Mobile Collocator shall pay the cost of the related detuning equipment and its installation. If T-Mobile Collocator desires to replace or reinforce a Tower and requests that Tower Operator perform such work, Tower Operator shall or shall cause such work to be performed, and T-Mobile Collocator shall pay the actual, customary and reasonable one-time cost of such work (as a T-Mobile Collocator capital expenditure, without any increase in the T-Mobile Collocation Rent or payment of any fee or charge to Tower Operator), together with all actual, customary and reasonable costs incident thereto and a mutually acceptable construction management fee, within 30 days after Tower Operator delivers to T-Mobile Collocator a written invoice and reasonable supporting documentation for the cost of such work.

(b) **Right of Substitution.** (i) Notwithstanding anything to the contrary contained in this Agreement, within 15 Business Days after request by T-Mobile Collocator, Tower Operator shall notify T-Mobile Collocator whether there is any Available Space in respect of any Site. If any such Available Space then exists, T-Mobile Collocator shall have the one-time Right of Substitution as to such Available Space upon completing Tower Operator's standard application and amendment procedures, as described in Section 9(e), and obtaining the prior written consent of Tower Operator, which consent shall not be unreasonably withheld, conditioned or delayed; provided that Tower Operator shall be entitled to perform, in its reasonable discretion, a structural analysis, at T-Mobile Collocator's sole cost and expense, prior to consenting to such Right of Substitution. For the avoidance of doubt, T-Mobile Collocator may only exercise a Right of Substitution one time with respect to each Site.

(i) If T-Mobile Collocator elects to exercise its Right of Substitution, then, upon completion of the relocation of the Communications Equipment and Improvements of T-Mobile Collocator on

the Site (at T-Mobile Collocator's expense) the previously existing T-Mobile Collocation Space of the applicable Site shall automatically be released by T-Mobile Collocator and become a part of the Available Space of such Site and T-Mobile Collocator shall deliver such space in good condition, repair and order, reasonable wear and tear excepted, and shall remove all T-Mobile Communications Equipment therefrom and restore any damage thereto caused by, through or under any T-Mobile Group Member. Subject to the terms of this Agreement, and concurrently therewith, the Available Space on such Site to which the Communications Equipment and Improvements of T-Mobile Collocator have been relocated shall automatically become and constitute the T-Mobile Collocation Space.

(ii) The Parties shall promptly execute an amendment to the applicable Site Lease Agreement for the Site at which such Right of Substitution was exercised. T-Mobile Collocator shall, at its cost and expense, complete the relocation of its Communications Equipment.

(c) **Additional Ground Space.** If T-Mobile Collocator deems it necessary to obtain additional ground space ("**Additional Ground Space**") to accommodate T-Mobile Collocator's needs at any Site, T-Mobile Collocator and Tower Operator shall cooperate to determine the availability of such space and negotiate the lease of such additional space if available on such Site or determine how to secure such space if it is not available on such Site and shall follow Tower Operator's standard application and amendment procedures as described in Section 9(e). If Tower Operator determines in its reasonable discretion that such Additional Ground Space is currently available at such Site, Tower Operator and T-Mobile Collocator shall enter into an amendment to the applicable Site Lease Agreement setting forth the terms under which T-Mobile Collocator shall lease any Additional Ground Space, which shall be negotiated by the Parties in good faith at the time T-Mobile Collocator deems it necessary to obtain such Additional Ground Space. Tower Operator shall be entitled to additional rent from T-Mobile Collocator if (i) the Additional Ground Space includes space outside of the ground space of the Site at the Effective Date or (ii) space in excess of the greater of (x) the Effective Date Ground Space and (y) 240 square feet of ground space.

(d) **Required Ground Lessor and Governmental Consents.** If the installation of any T-Mobile Communications Equipment, T-Mobile Improvement or any Tower Modification that T-Mobile Collocator desires to make requires the consent, approval, obtaining a zoning variance, or other action of a Ground Lessor, Governmental Authority or any other Person, as applicable, T-Mobile Collocator shall be responsible for obtaining the same at its sole cost and expense. If the installation of any Communications Equipment, Improvement or any Tower Modification that Tower Operator desires to make requires the consent, approval, obtaining a zoning variance, or other action of a Ground Lessor, Governmental Authority or any other Person, as applicable, Tower Operator shall be responsible for obtaining the same at its sole cost and expense or at the cost and expense of the applicable Tower Tenant.

**SECTION 11. [Reserved].**

**SECTION 12. *Limitations on Liens.*** T-Mobile Collocator shall not create or incur (and shall cause its Affiliates not to create or incur) any Lien (other than Permitted Encumbrances) against all or any part of any Site. If any such Lien (other than Permitted Encumbrances) is filed against all or any part of any Site as a result of the acts or omissions of T-Mobile Collocator or any of its Affiliates, T-Mobile Collocator shall cause the same to be promptly discharged by payment, satisfaction or posting of bond within 30 days after obtaining knowledge of such Lien. If T-Mobile

Collocator fails to cause any such Lien (other than Permitted Encumbrances) to be discharged within such 30-day period, Tower Operator shall have the right, but not the obligation, to cause such Lien to be discharged and may pay the amount of such Lien in order to do so. If Tower Operator makes any such payment, all amounts paid by Tower Operator shall be payable by T-Mobile Collocator to Tower Operator within 30 days after Tower Operator delivers a written invoice to T-Mobile Collocator for the same.

**SECTION 13. Tower Operator Indemnity; T-Mobile Collocator Indemnity; Procedure For All Indemnity Claims.**

**(a) Tower Operator Indemnity.**

(i) Without limiting Tower Operator's other obligations under this Agreement, Tower Operator agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless from, against and in respect of any and all Claims that arise out of or relate to:

(A) any default, breach or nonperformance by Tower Operator of its obligations and covenants under this Agreement;

(B) the acts or omissions of a Tower Operator Indemnitee or any of its engineers, contractors or subcontractors;

(C) Tower Operator's use, operation, maintenance or occupancy of any part of a Non-Assignable Site in violation of the terms of any applicable Ground Lease; and

(D) all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications with Tower Operator and its Affiliates agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement;

provided, however, that notwithstanding the foregoing, Tower Operator will not be obliged to indemnify, defend and hold the T-Mobile Indemnitees harmless from, against and in respect of Claims arising from or relating to any default, breach or nonperformance of any term of this Agreement that requires Tower Operator to comply in all respects with any applicable Law (including, for the avoidance of doubt, any applicable Environmental Law) or any Ground Lease if (1) Tower Operator complies with such Law or such Ground Lease, as applicable, in all material respects and (2) no claims, demands, assessments, actions, suits, fines, levies or other penalties have been asserted against or imposed on T-Mobile Collocator by any Governmental Authority as a result of Tower Operator's non-compliance in all respects with such Law or by the applicable Ground Lessor as a result of Tower Operator's non-compliance in all respects with such Ground Lease.

(ii) Tower Operator further agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless under any other provision of this Agreement which expressly provides that Tower Operator shall indemnify, defend and hold harmless any T-Mobile Indemnitee with respect to the matters covered in such provision.

(b) **T-Mobile Collocator Indemnity.**

(i) Without limiting T-Mobile Collocator's other obligations under this Agreement, T-Mobile Collocator agrees to indemnify, defend and hold each Tower Operator Indemnitee harmless from, against and in respect of any and all Claims that arise out of or relate to:

(A) any default, breach or nonperformance of its obligations and covenants under this Agreement;

(B) the acts or omissions of a T-Mobile Indemnitee or any of their respective engineers, contractors or subcontractors;

(C) any work at a Site performed at by or at the direction of a T-Mobile Indemnitee (but not including any work at any Site that Tower Operator is required to perform pursuant to this Agreement that T-Mobile Collocator elects to perform under Section 24);

(D) any T-Mobile Indemnitee's use, operation, maintenance or occupancy of any T-Mobile Communications Equipment or any portion of any Site (including the T-Mobile Collocation Space) in violation of the terms of this Agreement or any applicable Ground Lease; and

(E) all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications with T-Mobile Collocator or its agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement.

(ii) T-Mobile Collocator further agrees to indemnify, defend and hold each Tower Operator Indemnitee harmless under any other provision of this Agreement which expressly provides that T-Mobile Collocator shall indemnify, defend and hold harmless any Tower Operator Indemnitee with respect to the matters covered in such provision.

(c) **Indemnification Claim Procedure.**

(i) Any Indemnified Party shall promptly notify the Party or Parties alleged to be obligated to indemnify (the "**Indemnifying Party**") in writing of any relevant pending or threatened Claim by a third party (a "**Third Party Claim**"), describing in reasonable detail the facts and circumstances with respect to the subject matter of the Claim; provided, however, that delay in providing such notice shall not release the Indemnifying Party from any of its obligations under Section 13(a) or Section 13(b), except to the extent (and only to the extent) the delay actually and materially prejudices the Indemnifying Party's ability to defend such Claim.

(ii) The Indemnifying Party may assume and control the defense of any Third Party Claim with counsel selected by the Indemnifying Party that is reasonably acceptable to the Indemnified Party by accepting its obligation to defend in writing and agreeing to pay defense costs (including attorney's fees and expenses) within 30 days of receiving notice of the Third Party Claim. If the Indemnifying Party declines, fails to respond to the notice, or fails to assume defense of the Third Party Claim within such 30-day period, then the Indemnified Party may control the defense and the Indemnifying Party shall pay all defense costs as incurred by the Indemnified Party. The Party that is not controlling the defense of the Third Party Claim shall have the right to participate in the defense and to retain separate counsel at its own expense. The Party that is controlling the

defense shall use reasonable efforts to inform the other Party about the status of the defense. The Parties shall cooperate in good faith in the defense of any Third Party Claim. Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the Indemnified Party in defending such Third Party Claim) if the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnified Party that the Indemnified Party reasonably determines, after conferring with its outside counsel, cannot reasonably be separated from any related claim for money damages. If such equitable relief or other relief portion of the Third Party Claim can be so separated from that for money damages, the Indemnifying Party shall be entitled to assume the defense of the portion relating to money damages.

(iii) The Indemnifying Party shall not consent to a settlement of, or the entry of any judgment arising out of or in connection with, any Third Party Claim, without the consent of any Indemnified Party; provided, however, that the Indemnified Party shall not withhold its consent if such settlement or judgment involves solely the payment of money, without any finding or admission of any violation of Law or admission of any wrongdoing. The Indemnifying Party shall pay or cause to be paid all amounts arising out of such settlement or judgment concurrently with the effectiveness of such settlement and obtain, as a condition of any settlement or judgment, a complete and unconditional release of each relevant Indemnified Party from any and all liability in respect of such Third Party Claim.

(iv) For indemnification Claims other than Third Party Claims, the Indemnified Party promptly shall notify the Indemnifying Party in writing of any Claim for indemnification, describing in reasonable detail the basis for such Claim. Within 30 days following receipt of this notice, the Indemnifying Party shall respond, stating whether it disputes the existence or scope of an obligation to indemnify the Indemnified Party under this Section 13. If the Indemnifying Party does not notify the Indemnified party within such 30-day period that the Indemnifying Party disputes its liability to the Indemnified Party under Section 13(a) or Section 13(b), as applicable, such Claim specified by the Indemnified Party in such notice shall be conclusively deemed a liability of the Indemnifying Party under Section 13(a) or Section 13(b), as applicable, and the Indemnifying Party shall pay the amount of such Claim to the Indemnified Party on demand or, in the case of any notice in which the amount of the Claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined. If the Indemnifying Party disputes the existence or scope of an obligation to indemnify for the Claim within such 30-day period, it shall explain in reasonable detail the basis for the dispute. If the Parties disagree on the scope or existence of an indemnification obligation for the Claim, management representatives of the Indemnified Party and the Indemnifying Party, at the Vice President level or higher, shall meet or confer by telephone within 20 Business Days in an attempt in good faith to resolve such dispute. If such Persons are unable to resolve the dispute, either Party may act to resolve the dispute in accordance with Sections 34(i) and 34(j).

(d) During the Term, for any dispute or litigation that arises during the Term in connection with any Ground Lessor, Ground Lease, Collocation Agreement, Tower Tenant or any other issue relating to the operation of the Sites (collectively, "**Disputes**"), Tower Operator shall have the right to control, prosecute, settle or compromise such Disputes; provided, however, that Tower Operator shall not settle or compromise such Disputes (i) for which Tower Operator is seeking a claim for indemnification under the Master Agreement or (ii) if the settlement or compromise involves an admission of any violation of Law or admission of wrongdoing by T-Mobile Collocator, in each case

without T-Mobile Collocator's consent which shall not be unreasonably withheld, conditioned or delayed.

**SECTION 14. Waiver of Subrogation; Insurance.**

(a) **Mutual Waiver of Subrogation.** To the fullest extent permitted by applicable Law, Tower Operator and T-Mobile Collocator each hereby waives any and all rights of recovery, claim, action or cause of action against the other and the other's Affiliates, for any loss or damage that occurs or is claimed to occur to its property at any Site, by reason of any cause insured against, or required to be insured against, by the waiving party under the terms of this Agreement, regardless of cause or origin. In addition, Tower Operator and T-Mobile Collocator shall each ensure that any property insurance policy it carries with respect to each Site shall provide that the insurer waives all rights of recovery, claim, action or cause of action by way of subrogation against any other Party with respect to Claims for damage to property covered by such policy.

(b) **Tower Operator Insurance.** For each Site, Tower Operator shall procure, and shall maintain in full force and effect at all times during the Term as to such Site, the following types of insurance with respect to such Site, including the Tower and Improvements on such Site (but excluding T-Mobile Communications Equipment or any other Tower Tenant's Communications Equipment), paying as they become due all premiums for such insurance:

(i) commercial general liability insurance insuring against all liability of Tower Operator and Tower Operator's officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use, occupancy or maintenance of each Site (including Tower and the Improvements), in an amount of not less than \$1.0 million for bodily injury or property damage or as a result of one occurrence, and not less than \$2.0 million for bodily injury or property damage in the aggregate;

(ii) umbrella or excess liability insurance with limits not less than \$25.0 million per occurrence and in the aggregate;

(iii) property insurance (in an amount not less than \$100.0 million in the aggregate for all Sites) against direct and indirect loss or damage by fire and all other casualties and risks covered under "**all risk**" insurance respecting the Tower and Improvements (but excluding any T-Mobile Communications Equipment and T-Mobile Improvements);

(iv) workers' compensation insurance affording statutory coverage for all employees of Tower Operator and any employees of its Affiliates performing activities on all Sites, with employer's liability coverage with a minimum limit of \$1.0 million each occurrence;

(v) commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of such coverage shall not be less than \$1.0 million combined single limit for each accident and for bodily injury and property damage; and

(vi) any other insurance required under the terms of the applicable Ground Lease.

(c) **T-Mobile Collocator Insurance.** For each Site, T-Mobile Collocator shall procure, and shall maintain in full force and effect at all times during the Term as to such Site, the following

types of insurance with respect to its T-Mobile Collocation Space at such Site, paying as they become due all premiums for such insurance:

(i) Commercial general liability insurance insuring against all liability of T-Mobile Collocator and its officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use, occupancy or maintenance of the T-Mobile Collocation Space of such Site, in an amount of not less than \$1.0 million for bodily injury or property damage or as a result of one occurrence, and not less than \$2.0 million for bodily injury or property damage in the aggregate;

(ii) Umbrella or excess liability insurance with limits not less than \$5.0 million per occurrence and in the aggregate;

(iii) Workers' compensation insurance affording statutory coverage for all employees of T-Mobile Collocator and any employees of its Affiliates performing activities on all Sites, with employer's liability coverage with a minimum limit of \$1.0 million each occurrence; and

(iv) Commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of such coverage shall not be less than \$1.0 million combined single limit for each accident and for bodily injury and property damage.

(d) **Insurance Premiums; Additional Insureds and Notice of Cancellation.** Tower Operator and T-Mobile Collocator shall each pay all premiums for the insurance coverage which such Party is required to procure and maintain under this Agreement. Each insurance policy maintained by Tower Operator and T-Mobile Collocator (i) shall name the other Party as an additional insured if such insurance policy is for liability insurance (other than any workers' compensation policies) or a loss payee if such insurance policy is for casualty insurance; and (ii) shall provide that the policy cannot be canceled by the insurer as to the other Party except after the insurer gives the other Party 30 days' written notice of cancellation except for non-payment of premium. Regardless of the prior notice of cancellation required of the insurer(s), each party agrees to provide the other with at least 20 days' written notice of cancellation of any and all policies of insurance required by this Agreement. Tower Operator and T-Mobile Collocator shall deliver to the other a certificate or certificates of insurance evidencing the existence of all insurance with respect to each Site that such Party is required to maintain hereunder, such delivery to be made promptly after such insurance is obtained (but not later than the Effective Date) and prior to the expiration date of any such insurance.

(e) **Increased Policy Amounts.** All policy amounts set forth in this Section 14 shall be evaluated by Tower Operator and increased (if Tower Operator deems necessary) every five years during the Term of this Agreement to such amounts as are customarily carried by prudent landlords and tenants in the telecommunications industry to insure risks associated with their respective interests in facilities comparable to the Sites. All policies of insurance required under this Section 14 shall be written on companies rated "A-VII" by AM Best or a comparable rating and licensed in the state where the applicable Site to which such insurance applies is located.

(f) **Other Insurance.** Tower Operator and T-Mobile Collocator each agrees that it shall not, on its own initiative or pursuant to the request or requirement of any Tower Tenant or other Person, take out separate insurance concurrent in form or contributing in the event of loss with that required to be carried by it pursuant to this Section 14, unless the other is named in the policy as

an additional insured or loss payee, if and to the extent applicable. Tower Operator and T-Mobile Collocator shall each immediately notify the other whenever any such separate insurance is taken out by it and shall deliver to the other original certificates evidencing such insurance.

**SECTION 15.                    *Estoppel Certificate.*** Tower Operator and T-Mobile Collocator each, from time to time upon 30 days' prior request by the other, shall execute, acknowledge and deliver to the other, or to a Person designated by the other, a certificate stating that this Agreement is unmodified and in full effect (or, if there have been modifications, that this Agreement is in full effect as modified, and setting forth such modifications) and the dates to which the T-Mobile Collocation Rent and other sums payable under this Agreement have been paid, and either stating that to the knowledge of the signer of such certificate no default exists under this Agreement or specifying each such default of which the signer has knowledge. The Party requesting such certificate shall, at its cost and expense, cause such certificate to be prepared for execution by the requested Party. Any such certificate may be relied upon by any prospective Mortgagee or purchaser of any portion of a Site.

**SECTION 16.                    *Assignment and Transfer Rights.***

**(a)            Tower Operator Assignment and Transfer Rights .**

(i)            Without the prior written consent of T-Mobile Collocator, Tower Operator may not assign this Agreement; provided that T-Mobile Collocator's consent shall not be required if the assignee meets the Assumption Requirements and is (x) a Qualified Tower Operator (as defined below), (y) an Affiliate of Tower Operator or (z) a successor Person of Tower Operator by way of merger, consolidation or other reorganization or by the operation of law or a Person acquiring all or substantially all of the assets of Tower Operator. For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Agreement, nothing herein shall affect or impair (i) Tower Operator's ability to transfer any revenue, rents, issues or profits derived from the Sites (including under or pursuant to this Agreement or any Collocation Agreements) or its rights to receive the same, (ii) Tower Operator's ability to incur, grant or permit to exist any Liens on any revenue, rents, issues or profits derived from the Sites (including under or pursuant to this Agreement or any Collocation Agreement), (iii) the ability of any parent company of Tower Operator to pledge any equity interests in Tower Operator, (iv) Tower Operator's ability, subject to any required consent of any Ground Lessor, to enter into Mortgages or Liens in favor of any Tower Operator Lender (in which case such Tower Operator Lender shall have the right to exercise remedies under any such Mortgage or Lien in a manner consistent with the provisions of this Agreement and any Collateral Agreement) or (v) Tower Operator's right, subject to any required consent of any Ground Lessor and otherwise in accordance with the terms of this Agreement, to lease, sublease, license or otherwise make available Available Space to Tower Tenants. A "**Qualified Tower Operator**" means a tower operator that has a good business reputation and is experienced in the management and operation of communication towers.

(ii)            Tower Operator shall deliver to T-Mobile Collocator documentation reasonably satisfactory to it confirming that any party to which Tower Operator assigns any of its duties and obligations hereunder in accordance with this Agreement shall, from and after the date of any such assignment, assume all such duties and obligations to the extent of any such assignment.

(iii)            If Tower Operator assigns, in accordance with this Agreement, its rights, interests, duties or obligations under this Agreement with respect to less than all of the Sites, the



Parties hereto shall, simultaneously therewith, enter into such agreements as are reasonably necessary to appropriately bifurcate the rights, interests, duties and obligations of Tower Operator under this Agreement.

(iv) Tower Operator hereby agrees that any attempt of Tower Operator to assign its interest in this Agreement, in whole or in part, in violation of this Section 16 shall constitute a default under this Agreement and shall be null and void *ab initio*.

(b) **T-Mobile Collocator Assignment and Transfer Rights.**

(i) T-Mobile Collocator may not, without the prior written consent of Tower Operator, assign this Agreement or any of its rights, duties or obligations under this Agreement, including its rights to any Site or the T-Mobile Collocation Space at such Site, to any Person or, except as permitted under Section 19(c), sublease or grant concessions or other rights for the occupancy or use of any portion of the T-Mobile Collocation Space to any Person; provided that Tower Operator's consent shall not be required if the assignee meets the Assumption Requirements and is (A) an Affiliate of T-Mobile Collocator, (B) a successor Person by way of merger, consolidation, or other reorganization or by operation of law or to any Person acquiring substantially all of the assets of T-Mobile Collocator or (C) in any market in which T-Mobile Collocator has ceased to operate or shall cease to operate after the consummation of the transaction that is the subject of the assignment in a manner that requires the use of the Towers in such market, T-Mobile Collocator may assign the T-Mobile Collocation Space at any Site to any wireless communications end user that intends to use the T-Mobile Collocation Space for its own wireless communications business and that enters into an agreement and consent with Tower Operator that is reasonably satisfactory to Tower Operator (collectively, a "**T-Mobile Assignee**," and such assignment, a "**T-Mobile Transfer**"). In the case of clause (C) of the preceding sentence, an agreement and consent entered into by a T-Mobile Assignee and Tower Operator substantially in the form of Exhibit F hereto shall be deemed to be reasonably satisfactory to Tower Operator.

(ii) If T-Mobile Collocator effects a T-Mobile Transfer, then, in the case of a T-Mobile Transfer to any Person with a rating of BBB- or higher from Standard & Poor's Ratings Services or Baa3 or higher from Moody's Investor Services, the obligations of T-Mobile Collocator with respect to the portion of the T-Mobile Collocation Space that is the subject of the T-Mobile Transfer shall cease and terminate, and Tower Operator shall look only and solely to the Person that is the Qualifying Transferee of T-Mobile Collocator's interest in and to such portion of the T-Mobile Collocation Space for performance of all of the duties and obligations of T-Mobile Collocator under this Agreement with respect to such T-Mobile Collocation Space from and after the date of the T-Mobile Transfer. Otherwise, in the event of any T-Mobile Transfer, T-Mobile Collocator shall remain liable under this Agreement for the performance of T-Mobile Collocator's duties and obligations hereunder as to such applicable T-Mobile Collocation Space that is the subject of the T-Mobile Transfer.

(iii) If T-Mobile Collocator assigns, in accordance with this Agreement, its rights, interests, duties or obligations under this Agreement with respect to less than its entire interest in the T-Mobile Collocation Space at any Site to a T-Mobile Assignee, the Parties hereto shall, simultaneously therewith, enter into such agreements as are reasonably necessary to appropriately bifurcate the rights, interests, duties and obligations of T-Mobile Collocator under this Agreement.

(iv) T-Mobile Collocator shall deliver to Tower Operator documentation reasonably satisfactory to Tower Operator confirming that any party to which T-Mobile Collocator assigns any of its duties and obligations hereunder in accordance with this Agreement shall, from and after the date of any such assignment, assume all such duties and obligations of T-Mobile Collocator under this Agreement to the extent of any such assignment ( provided that T-Mobile Collocator's delivery of documentation substantially in the form of Exhibit F hereto shall be deemed to be reasonably satisfactory to Tower Operator).

(v) T-Mobile Parent may not, without the prior written consent of Tower Operator, assign this Agreement or any of its rights, duties or obligations under this Agreement, including under Section 35, to any Person. Each of T-Mobile Parent and T-Mobile Collocator hereby agrees that any attempt of T-Mobile Parent or T-Mobile Collocator to assign its interest in this Agreement or any of its rights, duties or obligations under this Agreement, in whole or in part, in violation of this Section 16(b) shall constitute a default under this Agreement and shall be null and void *ab initio*.

(vi) In the event of any T-Mobile Transfer or other disposition by T-Mobile Collocator of its interest in the T-Mobile Collocation Space to any Person that is a competitor of Tower Operator or any of its Affiliates, all rights of T-Mobile Collocator relating to, and the associated obligations of Tower Operator with respect to, the T-Mobile Reserved Amount of Tower Equipment and the Reserved T-Mobile Loading Capacity shall automatically terminate and in no event shall such rights transfer to or otherwise benefit such Person.

## **SECTION 17. Environmental Covenants.**

(a) **Tower Operator Environmental Covenants.** Tower Operator covenants and agrees that Tower Operator shall carry on its business and operations at each Site in compliance with all applicable Environmental Laws.

(b) **T-Mobile Collocator Environmental Covenants.** T-Mobile Collocator covenants and agrees that, from and after the Effective Date, as to each Site upon which it leases or otherwise uses or occupies any T-Mobile Collocation Space (i) T-Mobile Collocator shall not conduct or allow to be conducted upon any such T-Mobile Collocation Space of any Site any business operations or activities, or employ or use a T-Mobile Collocation Space of any Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided, however, that T-Mobile Collocator shall have the right to bring, use and keep on the T-Mobile Collocation Space of any Site in customary quantities and in compliance with all applicable Laws, batteries, generators and associated fuel tanks and other Hazardous Materials commonly used in the telecommunications industry reasonably necessary for the operation and maintenance of each T-Mobile Collocation Space of any Site or that are being used at the relevant Site on the Effective Date; (ii) T-Mobile Collocator shall carry on its business and operations on the T-Mobile Collocation Space of any Site in compliance with, and shall remain in compliance with, all applicable Environmental Laws unless non-compliance results from the acts or omissions of Tower Operator or any Tower Tenant; (iii) T-Mobile Collocator shall not create or permit to be created any Lien against any Site for the costs of any response, removal or remedial action or clean-up of Hazardous Materials unless non-compliance results from the acts or omissions of Tower Operator or any Tower Tenant; (iv) to the extent such Hazardous Materials were deposited by T-Mobile Collocator or any of its Affiliates, agents, employees, engineers, contractors or subcontractors, T-Mobile Collocator shall promptly conduct and complete all investigations, studies, sampling and testing, and all

remedial, removal, and other actions necessary to clean up and remove all such Hazardous Materials on, from or affecting each Site in accordance with, and to the extent necessary to comply with, all applicable Environmental Laws; and (v) T-Mobile Collocator shall promptly notify Tower Operator in writing if T-Mobile Collocator receives any notice, letter, citation, order, warning, complaint, claim or demand that (A) T-Mobile Collocator has violated, or is about to violate, any Environmental Law, (B) there has been a release or there is a threat of release, of Hazardous Materials at or from the T-Mobile Collocation Space of, or otherwise affecting, any Site, (C) T-Mobile Collocator may be or is liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release of Hazardous Materials, or (D) the T-Mobile Collocation Space of any Site or the Site is subject to a Lien in favor of any Governmental Authority for any liability, cost or damages under any Environmental Law. To the extent requested by Tower Operator, T-Mobile Collocator agrees to provide copies of all material safety data sheets for approved Hazardous Materials brought to any Site and annual inventories of such Hazardous Materials present at any Site to Tower Operator, no later than December 31 of each year. In addition to any other notification to Tower Operator required pursuant to this Agreement, T-Mobile Collocator must provide notice to Tower Operator of any above ground or underground storage tank installed by T-Mobile Collocator at any Site and provide copies of registration documents to Tower Operator, if registration is required by the governing state agencies. T-Mobile Collocator shall promptly notify Tower Operator of any release of Hazardous Materials at any Site upon obtaining knowledge of such release.

**SECTION 18. Taxes.** T-Mobile Collocator shall be responsible for and shall pay all sales Taxes or Taxes in the nature of sales Taxes (including Taxes such as the Arizona privilege Tax and the New Mexico gross receipts Tax) with respect to any rent payments under this Agreement; provided, however, that T-Mobile Collocator shall not be responsible for any such Tax unless (i) Tower Operator notifies T-Mobile Collocator of its obligation under this Section 18 within 18 months after the billing date for the corresponding rent payment or (ii) the liability for such Tax is based on an administrative ruling or judicial decision that occurs after the end of such 18-month period. In the case of clause (ii) of the preceding sentence, Tower Operator shall promptly give notice to T-Mobile Collocator of the applicable ruling or decision and give T-Mobile Collocator a reasonable opportunity to contest its liability for the Tax.

**SECTION 19. Utilities.**

(a) As among T-Mobile Collocator and all new Tower Tenants, Tower Operator shall cause utility charges to be separately metered. T-Mobile Collocator shall pay to the applicable utility service provider the charges for all separately metered utility services used by T-Mobile Collocator at each Site in the operation of T-Mobile's Communications Facility at such Site. Notwithstanding the foregoing provisions of this Section 19, if the applicable utility service provider shall not render a separate bill for T-Mobile Collocator's usage, T-Mobile Collocator shall reimburse Tower Operator monthly for T-Mobile Collocator's actual metered usage at the rate charged to Tower Operator by the applicable utility service provider, or if Tower Operator is prohibited from installing a separate meter to measure T-Mobile Collocator's usage, T-Mobile Collocator may use Tower Operator's utility sources to provide utility service to the Communications Facility, and T-Mobile Collocator shall reimburse Tower Operator monthly for T-Mobile Collocator's actual usage at the rate charged to Tower Operator by the applicable service provider (and Tower Operator and T-Mobile Collocator agree to cooperate in determining a method by which to measure or estimate T-Mobile Collocator's usage if the usage is not capable of actual measurement). Notwithstanding anything to the contrary contained herein, Tower Operator shall have no obligation to provide, maintain or pay for utility services related to T-Mobile Communications Equipment. T-Mobile Collocator shall pay for all utility

services utilized by T-Mobile Collocator and its Affiliates in its operations at each Site prior to delinquency.

(b) If not prohibited by applicable Laws, T-Mobile Collocator shall allow Tower Operator to use T-Mobile Collocator's power sources at all Sites with tower lighting systems, solely for the purpose of providing electrical power for Tower Operator's light monitoring equipment on such Site and to maintain Tower lighting on such Site as required under this Agreement and applicable Law, and subject to the terms of the Transition Services Agreement. Connecting Tower Operator's light monitoring equipment to T-Mobile Collocator's electrical power source (unless necessary as a result of an increase in the height of a Tower due to a Modification made at the request of T-Mobile Collocator) shall be at Tower Operator's sole cost and expense. Notwithstanding the foregoing, at any Site where Tower Operator uses T-Mobile Collocator's power sources, Tower Operator may continue to use such T-Mobile Collocator power sources in consideration of a monthly payment of \$50.00 for incandescent lighting or \$20.00 for strobe and LED lighting. Tower Operator may connect to its own power source and stop using T-Mobile Collocator's power source at any time, upon which its obligation to make such monthly payments shall cease. Notwithstanding anything to the contrary contained herein, Tower Operator is not required to obtain its own power source for lighting and monitoring equipment if lighting at a Site is not required under applicable Law (including approvals granted by any local zoning board) or other existing written agreement.

(c) T-Mobile Collocator may sublease, license or sublicense all or any portion of the T-Mobile Collocation Space at any Site to any Backhaul Operator (as defined below) providing Backhaul Services (as defined below) exclusively to T-Mobile Collocator in connection with the operation of T-Mobile Collocator's communications network and allow such Backhaul Operator to use its network, T-Mobile Communications Equipment, T-Mobile Improvements or Communications Facility; provided, however, that (i) T-Mobile Collocator shall follow the application and amendment requirements set forth in Section 9(e) with respect to such sublease, license or sublicense and (ii) substantially concurrently with and as a condition precedent to such sublease, license or sublicense T-Mobile Collocator shall enter into a three-party agreement with Tower Operator and such Backhaul Operator, which agreement shall, among other things, provide that if at any time such Backhaul Operator provides Backhaul Services to any Tower Tenant, then such Backhaul Operator shall pay rent to Tower Operator for the space occupied by its equipment at fair market rates (to be further described in such three-party agreement). "**Backhaul Operator**" means a Person providing services to transmit voice, video, internet or data from a Site to another location. "**Backhaul Services**" means, with respect to a Site, the transmission of voice, video, internet or data originating from T-Mobile Collocator or a Tower Tenant Communications Equipment base station appurtenant to such Site.

## **SECTION 20.**

### ***Compliance with Law; Governmental Permits .***

(a) Tower Operator shall, at its own cost and expense, obtain and maintain in effect all certificates, permits, licenses and other approvals relating to Government Approvals (including those relating to FCC and FAA regulations) and comply with all Laws, required or imposed by Governmental Authorities, in connection with the operation and maintenance of the Included Property at each Site (including the Tower on such Site). Tower Operator shall conduct annual inspections of all Sites; provided that until the requisite waiver from the FCC has been obtained by the T-Mobile Ground Lease Additional Party with respect to the Non-Assignable Sites, Tower Operator shall conduct quarterly inspections of all Non-Assignable Sites with lighted Towers of such T-Mobile Ground Lease Additional Party. T-Mobile Collocator shall, at its own cost and expense,

comply with all Laws, required or imposed by Governmental Authorities, in connection with its use of each Site.

(b) Tower Operator shall, at its own cost and expense, reasonably cooperate with T-Mobile Collocator or its Affiliates in their efforts to obtain and maintain in effect any certificates, permits, licenses and other approvals and to comply with any Laws required or imposed on T-Mobile Collocator by Governmental Authorities applicable to the T-Mobile Communications Equipment and the T-Mobile Collocation Space. Without limiting the generality of the immediately preceding sentence, Tower Operator shall, at its own cost and expense, provide to T-Mobile Collocator any documentation that may be necessary for T-Mobile Collocator to comply with all FCC reporting requirements relating to the T-Mobile Communications Equipment and the T-Mobile Collocation Space.

(c) Notwithstanding anything herein to the contrary, Tower Operator shall have no obligation to provide any information necessary for T-Mobile Collocator to obtain any certificate, permit or other approval relating to the T-Mobile Communications Equipment itself (e.g., FCC type certification).

(d) T-Mobile Collocator shall reasonably cooperate with Tower Operator in Tower Operator's efforts to provide required information and to comply with all Laws required or imposed by Governmental Authorities applicable to each Site.

**SECTION 21. *Compliance with Specific FCC Regulations.***

(a) From and after the Effective Date, T-Mobile Collocator shall cooperate (and cause its Affiliates to cooperate) with each Tower Tenant with respect to each Site regarding compliance with applicable FCC regulations.

(b) T-Mobile Collocator acknowledges and agrees that T-Mobile Communications Equipment at each Site is subject to the regulations of the FCC, including regulations regarding exposure by workers and members of the public to the radio frequency emissions generated by T-Mobile Communications Equipment, and T-Mobile Collocator agrees to comply (and T-Mobile Collocator shall cause its Affiliates to comply) with all FCC Regulations and all other Applicable Laws. T-Mobile Collocator acknowledges that such regulations prescribe the permissible exposure levels to emissions from its Communications Equipment, which can generally be met by maintaining safe distances from such Communications Equipment. T-Mobile Collocator shall install at its expense such marking, signage, or barriers to restrict access to any T-Mobile Communications Equipment on a Site in respect of any T-Mobile Collocation Space on such Site as T-Mobile Collocator deems necessary in order to comply with the applicable FCC regulations. T-Mobile Collocator shall cooperate in good faith with Tower Operator to minimize any confusion or unnecessary duplication that could result in similar signage being posted with respect to any T-Mobile Communications Equipment at or near any Site in respect of any T-Mobile Collocation Space on such Site. T-Mobile Collocator, at its option, may also install signage at any Site identifying T-Mobile's Communications Facility at such Site and providing for contact information in the case of an Emergency.

(c) T-Mobile Collocator further agrees to alert all personnel working at or near each Site, including T-Mobile Collocator's maintenance and inspection personnel, to maintain the prescribed

distance from the Communications Equipment and to otherwise follow the posted instructions of Tower Operator.

(d) The Parties acknowledge that T-Mobile Collocator (or an Affiliate thereof) is licensed by the FCC to provide telecommunications services and that the Sites are used to provide those services. Nothing in this Agreement shall be construed to transfer control of any FCC authorization held by T-Mobile Collocator (or an Affiliate thereof) to Tower Operator with respect to telecommunications services provided by T-Mobile Collocator or its Affiliates, to allow Tower Operator to in any manner control the T-Mobile Communications Equipment, or to limit the right of T-Mobile Collocator (or an Affiliate thereof) to take all necessary actions to comply with its obligations as an FCC licensee or with any other legal obligations to which it is or may become subject (subject to the other terms of this Agreement with respect to actions T-Mobile Collocator or its Affiliates may take with respect to a Site).

**SECTION 22.** ***Holding Over.*** If during the Term of this Agreement T-Mobile Collocator remains in possession of the T-Mobile Collocation Space at any Site after expiration or termination of T-Mobile Collocator's leaseback of or other right to use and occupy the T-Mobile Collocation Space at such Site without any express written agreement by Tower Operator, then T-Mobile Collocator shall be a month-to-month tenant with the monthly T-Mobile Collocation Rent equal to 150% of the monthly T-Mobile Collocation Rent last applicable to the T-Mobile Collocation Space and subject to all of the other terms set forth in this Agreement. If T-Mobile Collocator remains a month-to-month holdover tenant at any Site for more than 12 consecutive months, T-Mobile Collocator shall be deemed to have renewed its leaseback or other right to use and occupy the T-Mobile Collocation Space at such Site for a renewal term of five years, with the monthly T-Mobile Collocation Rent being equal to the monthly T-Mobile Collocation Rent applicable during the period of such month-to-month tenancy (provided such rent shall not be less than the fair market rent of such Site at that time) and subject to all of the other terms set forth in this Agreement (including with respect to any escalation of such T-Mobile Collocation Rent by reference to CPI or any other increases in or adjustments to such T-Mobile Collocation Rent).

**SECTION 23.** ***Rights of Entry and Inspection.*** T-Mobile Collocator shall permit Tower Operator and Tower Operator's representatives to conduct visual inspections of T-Mobile Communications Equipment located on the Tower in accordance with the general standard of care in the tower industry to ascertain compliance with the provisions of this Agreement. Tower Operator may visually inspect, but shall not be entitled to have any access to any enclosed T-Mobile Communications Equipment. Nothing in this Section 23 shall imply or impose any duty or obligation upon Tower Operator to enter upon any Site at any time for any purpose, or to inspect T-Mobile Communications Equipment at any time, or to perform, or pay the cost of, any work that T-Mobile Collocator or its Affiliates is required to perform under any provision of this Agreement, and Tower Operator has no such duty or obligation.

**SECTION 24.** ***Right to Act for Tower Operator.*** In addition to and not in limitation of any other remedy T-Mobile Collocator may have under this Agreement, if Tower Operator fails to make any payment or to take any other action when and as required under this Agreement in order to correct a condition the continued existence of which is imminently likely to cause bodily injury or have a material adverse effect on the ability of T-Mobile Collocator to operate the T-Mobile Communications Equipment at any Site, then subject to the following sentence, T-Mobile Collocator may, without demand upon Tower Operator and without waiving or releasing Tower Operator from any duty, obligation or liability under this Agreement, make any such payment or take any such

other action required of Tower Operator (except any work on the tower), in each case in compliance with applicable Law in all material respects and in a manner consistent with the general standard of care in the tower industry. Unless Tower Operator's failure results in or relates to an Emergency, T-Mobile Collocator shall give Tower Operator at least 10 Business Days' prior written notice of T-Mobile Collocator's intended action and Tower Operator shall have the right to cure such failure within such 10 Business Day period unless the same is not able to be remedied in such 10 Business Day period, in which event such 10 Business Day period shall be extended; provided Tower Operator has commenced such cure within such 10 Business Day period and continuously prosecutes the performance of the same to completion with due diligence. No prior notice shall be required in the event of an Emergency. The actions that T-Mobile Collocator may take include, in addition to any actions permitted under Section 4, the payment of insurance premiums that Tower Operator is required to pay under this Agreement and the payment of Ground Rent that Tower Operator is required to pay under the Ground Leases. T-Mobile Collocator may pay all incidental costs and expenses incurred in exercising its rights under this Agreement, including reasonable attorneys' fees and expenses, penalties, re-instatement fees, late charges, and interest. An amount equal to 120% of the total amount of the costs and expenses incurred by T-Mobile Collocator in accordance with this Section 24 shall be due and payable by Tower Operator upon demand and bear interest at the rate of the lesser of (A) the Prime Rate or (B) 10% per annum from the date five days after demand until paid by Tower Operator.

**SECTION 25. Defaults and Remedies.**

(a) **T-Mobile Collocator Events of Default.** The following events constitute events of default by T-Mobile Collocator: (i) In respect of this Agreement or any Site Lease Agreement, T-Mobile Collocator fails to timely pay any portion of the T-Mobile Collocation Rent, and any such failure continues for 10 Business Days after written notice from Tower Operator;

(i) T-Mobile Collocator fails to timely pay any other amount payable hereunder not constituting a portion of the T-Mobile Collocation Rent, and such failure continues for 10 Business Days after written notice from Tower Operator;

(ii) T-Mobile Collocator violates or breaches any term of this Agreement in respect of any Site, and T-Mobile Collocator fails to cure such breach or violation within 30 days of receiving notice thereof from Tower Operator or, if the violation or breach cannot be cured within 30 days (other than a failure to pay money), fails to take steps to cure such violation or breach within such 30 days and act continuously and diligently to complete the cure of such breach or violation within a reasonable time; provided that if any such default causes Tower Operator to be in default under any Collocation Agreement existing prior to the Effective Date, the 30 day period referenced above in this Section 25(a)(iii) shall be reduced to such lesser time period as Tower Operator notifies such T-Mobile Collocator in writing that Tower Operator has to comply under such Collocation Agreement;

(iii) A Bankruptcy event occurs with respect to T-Mobile Collocator; or T-Mobile Collocator becomes insolvent or makes an assignment for the benefit of creditors; or any action is brought by T-Mobile Collocator seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if T-Mobile Collocator commences a voluntary proceeding under the federal Bankruptcy Code; or any action or petition is otherwise brought by T-Mobile Collocator seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or any action is brought against T-Mobile Collocator seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim

trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by T-Mobile Collocator or is not dismissed within 90 days after the date upon which it was instituted; or any proceeding under the federal Bankruptcy Code is instituted against T-Mobile Collocator and (A) an Order for relief is entered in such proceeding, or (B) such proceeding is consented to or acquiesced in by T-Mobile Collocator or is not dismissed within 90 days after the date upon which it was instituted; or any action or petition is otherwise brought against T-Mobile Collocator seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by T-Mobile Collocator or is not dismissed within 90 days after the date upon which it was brought; or

(iv) T-Mobile Collocator rejects its rights to sublease or right to use any Site under Section 365 of the federal Bankruptcy Code.

(b) **Tower Operator Remedies With Respect to T-Mobile Collocator Defaults; T-Mobile Collocator Cure Rights.** (i) Upon the occurrence of any event of default by T-Mobile Collocator under Section 25(a)(i) or Section 25(a)(ii), Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the T-Mobile Collocation Space at any or all Sites leased, used or occupied by T-Mobile Collocator only if such event of default is then occurring in respect of 10% or more of the Sites, in the aggregate. If an event of default by T-Mobile Collocator under Section 25(a)(i) or Section 25(a)(ii) is then occurring in respect of less than 10% of the Sites, in the aggregate, then subject to the terms of this Agreement, Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the T-Mobile Collocation Space only as to those Sites leased, used or occupied by T-Mobile Collocator with respect to which such event of default is occurring. Tower Operator may terminate this Agreement as to such Site or Sites, as applicable, by giving T-Mobile Collocator written notice of termination; termination with respect to the affected Site or Sites, as applicable, shall be effective 30 days after T-Mobile Collocator's receipt of the termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(i) Upon the occurrence of any event of default by T-Mobile Collocator under Section 25(a)(iii) as to the T-Mobile Collocation Space of a Site, Tower Operator may terminate this Agreement as to the applicable Site and T-Mobile Collocator's leaseback or other use and occupancy of the T-Mobile Collocation Space at such Site by giving T-Mobile Collocator written notice of termination, and this Agreement shall be terminated as to the applicable Site and as to the applicable T-Mobile Collocation Space, 30 days after T-Mobile Collocator's receipt of such termination notice.

(ii) Upon the occurrence of any event of default by T-Mobile Collocator under Section 25(a)(iv) or Section 25(a)(v), Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the T-Mobile Collocation Space at any or all Sites leased, used or occupied by T-Mobile Collocator by giving T-Mobile Collocator written notice of termination, and this Agreement shall be terminated as to such Sites 30 days after T-Mobile Collocator's receipt of such termination notice.

(iii) Notwithstanding anything to the contrary contained herein, if T-Mobile Collocator is determined to be in default pursuant to Section 25(f), then T-Mobile Collocator shall have 20 days following such determination to initiate a cure of such default and so long as such



cure is diligently completed, an event of default with respect to T-Mobile Collocator shall not be deemed to have occurred.

(c) **Tower Operator Events of Default.** The following events constitute events of default by Tower Operator:

(i) Tower Operator violates or breaches any material term of this Agreement in respect of any Site, and Tower Operator fails to cure such breach or violation within 30 days of receiving notice thereof from T-Mobile Collocator or, if the violation or breach cannot be cured within 30 days (other than a failure to pay money), fails to take steps to cure such violation or breach within such 30 days and act diligently to complete the cure of such violation or breach within a reasonable time;

(ii) A Bankruptcy event occurs with respect to Tower Operator; or Tower Operator becomes insolvent or makes an assignment for the benefit of creditors; or any action is brought by Tower Operator seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or Tower Operator commences a voluntary proceeding under the federal Bankruptcy Code; or any action or petition is otherwise brought by Tower Operator seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or any action is brought against Tower Operator seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was instituted; or any Bankruptcy proceeding is instituted against Tower Operator and (A) an Order for relief is entered in such proceeding, or (B) such proceeding is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was instituted; or any action or petition is otherwise brought against Tower Operator seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was brought; or

(iii) The leaseback to T-Mobile Collocator or other right by T-Mobile Collocator to use and occupy the T-Mobile Collocation Space is rejected by Tower Operator under Section 365 of the federal Bankruptcy Code.

Notwithstanding anything to the contrary contained herein, no event of default shall be deemed to occur and exist under this Agreement as a result of a violation or breach by Tower Operator of (i) any term of this Agreement as a result of the occurrence of any Force Majeure, (ii) any term of this Agreement that requires Tower Operator to comply in all respects with any applicable Law (including, for the avoidance of doubt, any applicable Environmental Law) or any Ground Lease if (x) Tower Operator complies with such Law or such Ground Lease, as applicable, in all material respects and (y) no claims, demands, assessments, actions, suits, fines, levies or other penalties have been asserted against or imposed on T-Mobile Collocator by any Governmental Authority as a result of Tower Operator's non-compliance in all respects with such Law or by the applicable Ground Lessor as a result of Tower Operator's non-compliance in all respects with such Ground Lease and (iii) Section 5(a), Section 6, Section 8(a), Section 8(c), Section 17, Section 20 or Section 21 if such violation or breach arises out of or relates to any event, condition or occurrence that occurred prior to, or is in existence as of, the Effective Date unless such violation or breach has not been cured on or prior to the first anniversary of the Effective Date; provided, however, that

if T-Mobile Collocator gives Tower Operator notice of any event, condition or occurrence giving rise to an obligation of Tower Operator to repair, maintain or modify a Tower under Section 6(a), or Tower Operator otherwise obtains knowledge thereof, Tower Operator shall remedy such event, condition or occurrence in accordance with its standard protocol and procedures for remedying similar events, conditions or occurrences with respect to its portfolio of telecommunications tower sites (taking into account whether such event, condition or occurrence is deemed an emergency, a priority or a routine matter in accordance with Tower Operator's then current practices).

(d) **T-Mobile Collocator Remedies.**

(i) Upon the occurrence of any event of default by Tower Operator under Section 25(c)(i) in respect of any Site, T-Mobile Collocator may terminate this Agreement as to such Site by giving Tower Operator written notice of termination, and this Agreement shall be terminated as to such Site 30 days after Tower Operator's receipt of such termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(ii) Upon the occurrence of any event of default by Tower Operator under Section 25(c)(ii) or Section 25(c)(iii), T-Mobile Collocator may terminate this Agreement as to such Site by giving Tower Operator written notice of termination; termination with respect to the affected Site shall be effective 30 days after Tower Operator's receipt of such termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(iii) Upon the occurrence of events of default by Tower Operator (excluding those resulting from any default of T-Mobile Collocator or the occurrence of any Force Majeure) not cured as provided for in Section 25(c) by Tower Operator relating to more than 20% of the Sites, in the aggregate, during any consecutive five-year period, so that the aggregate impact of those uncured defaults results in material harm to the business and operations of T-Mobile Collocator and subject to arbitration under Section 25(f), T-Mobile Collocator may, upon giving 60 days' prior written notice to Tower Operator, terminate this Agreement as to all Sites (which notice shall contain a reasonably specific description of each of such events of default), and this Agreement shall be terminated as to all Sites at the time designated by T-Mobile Collocator in its notice of termination to Tower Operator.

(iv) Notwithstanding anything to the contrary contained herein, if Tower Operator is determined to be in default pursuant to Section 25(f), then Tower Operator shall have 20 days following such determination to initiate a cure of such default and so long as such cure is diligently completed, an event of default with respect to Tower Operator shall not be deemed to have occurred.

(e) **No Limitation on Remedies.** T-Mobile Collocator or Tower Operator, as applicable, may pursue any remedy or remedies provided in this Agreement or any remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination, including (i) specific performance or other equitable remedies, (ii) money damages arising out of such default or (iii) in the case of Tower Operator's default, T-Mobile Collocator may perform, on behalf of Tower Operator, Tower Operator's obligations under the terms of this Agreement pursuant to Section 24.

(f) **Arbitration.** Notwithstanding anything in this Agreement to the contrary, any Party receiving notice of a default or termination under this Agreement may, within 10 days after receiving the notice, initiate arbitration proceedings to determine the existence of any such default or

termination right. Such arbitration proceedings shall be conducted in accordance with and subject to the procedures for arbitration set forth in the Master Agreement.

(g) **Remedies Not Exclusive.** Unless expressly provided herein, a Party's pursuit of any one or more of the remedies provided in this Agreement shall not constitute an election of remedies excluding the election of another remedy or other remedies, a forfeiture or waiver of any amounts payable under this Agreement as to the applicable Site by such Party or waiver of any relief or damages or other sums accruing to such Party by reason of the other Party's failure to fully and completely keep, observe, perform, satisfy and comply with all of the agreements, terms, covenants, conditions, requirements, provisions and restrictions of this Agreement.

(h) **No Waiver.** Either Party's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. No waiver by either Party of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of either Party to pursue or exercise any of its powers, rights or remedies or to insist upon strict and exact compliance by the other Party with any agreement, term, covenant, condition, requirement, provision or restriction of this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver by either Party of the right to demand strict and exact compliance with the terms and conditions of this Agreement. Except as otherwise provided herein, any termination of this Agreement pursuant to this Section 25, or partial termination of a Party's rights hereunder, shall not terminate or diminish any Parties' rights with respect to the obligations that were to be performed on or before the date of such termination.

(i) **Continuing Obligations.** Any termination by Tower Operator of T-Mobile Collocator's rights with respect to any or all Sites pursuant to Section 25(b) shall not diminish or limit any obligation of T-Mobile Collocator to pay the T-Mobile Collocation Rent provided for herein or any other amounts with respect to such Site(s).

**SECTION 26. Quiet Enjoyment.** Tower Operator covenants that T-Mobile Collocator shall, subject to the terms and conditions of this Agreement, peaceably and quietly hold and enjoy the T-Mobile Collocation Space at each Site and shall have the right provided herein to operate its equipment at each Site without hindrance or interruption from Tower Operator.

**SECTION 27. No Merger.** There shall be no merger of this Agreement or any subleasehold interest or estate created by this Agreement in any Site with any superior estate held by a Party by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, both the subleasehold interest or estate created by this Agreement in any Site and such superior estate; and this Agreement shall not be terminated, in whole or as to any Site, except as expressly provided in this Agreement. Without limiting the generality of the foregoing provisions of this Section 27, there shall be no merger of the subleasehold interest or estate created by this Agreement in Tower Operator in any Site with any underlying fee interest that Tower Operator may acquire in any Site that is superior or prior to such subleasehold interest or estate created by this Agreement in Tower Operator.

**SECTION 28.**

***Broker and Commission.***

(a) All negotiations in connection with this Agreement have been conducted by and between Tower Operator and T-Mobile Collocator and their respective Affiliates without the intervention of any Person or other party as agent or broker other than TAP Advisors and Deutsche Bank (the "**Financial Advisors**"), which are advising T-Mobile Parent in connection with this Agreement and related transactions and which shall be paid solely by T-Mobile Parent.

(b) Tower Operator and T-Mobile Collocator warrants and represents to the other that there are no broker's commissions or fees payable by it in connection with this Agreement by reason of its respective dealings, negotiations or communications other than the advisor's fees payable to the Financial Advisors which shall be payable by T-Mobile Parent.

**SECTION 29.**

***Recording of Memorandum of Site Lease Agreement; Preparation and Amendment to the Site Lease Agreement.***

(a) Subject to the applicable provisions of the Master Agreement, for each T-Mobile Collocation Space at an Assignable Site, following the execution of this Agreement or after any Conversion Closing, T-Mobile Collocator and Tower Operator shall each have the right, at its sole cost and expense, to cause a Memorandum of Site Lease Agreement to be filed in the appropriate County property records (unless the Ground Lease for any applicable Assignable Site prohibits such recording) to provide constructive notice to third parties of the existence of this Agreement and shall promptly thereafter provide or cause to be provided in electronic form a recorded copy of same to the other Party.

(b) In addition to and not in limitation of any other provision of this Agreement, the Parties shall have the right to review and make corrections, if necessary, to any and all exhibits to this Agreement or to the applicable Memorandum of Site Lease Agreement. After making such corrections, the Party that recorded the Memorandum of Site Lease Agreement shall re-record such Memorandum of Site Lease Agreement to reflect such corrections, at the sole cost and expense of the Party that requested such correction, and shall promptly provide in electronic form a recorded copy of same to the other Party.

(c) The Parties shall cooperate with each other to cause changes to be made in the Memorandum of Site Lease Agreement for such Site, if such changes are requested by either Party to evidence any permitted changes in the description of the T-Mobile Collocation Space respecting such Site or equipment or improvements thereof, and the Party that requested such changes to the Memorandum of Site Lease Agreement shall record same at its sole cost and expense and shall promptly provide in electronic form a recorded copy of same to the other Party.

**SECTION 30.**

***Damage to the Site, Tower or the Improvements.***

(a) If there occurs a casualty that damages or destroys all or a Substantial Portion of any Site, then within 60 days after the date of the casualty, Tower Operator shall notify T-Mobile Collocator in writing as to whether the Site is a Non-Restorable Site, which notice shall specify in detail the reasons for such determination by Tower Operator, and if such Site is not a Non-Restorable Site (a "**Restorable Site**") the estimated time, in Tower Operator's reasonable judgment, required for Restoration of the Site (a "**Casualty Notice**"). If the Casualty Notice states that such Site is a Non-Restorable Site, then Tower Operator or T-Mobile Collocator shall have the right to terminate

T-Mobile Collocator's leaseback or other use and occupancy of the T-Mobile Collocation Space at such Site, upon written notice to the other Party (given within the time period required below) and such leaseback or other use and occupancy at such Site shall terminate as of the date of such notice. Any such notice of termination shall be given not later than 30 days after receipt of the Casualty Notice (or after final determination that the Site is a Non-Restorable Site if arbitration is instituted as provided above). In all instances Tower Operator shall have the sole right to retain all insurance Proceeds related to a Non-Restorable Site.

(b) If there occurs, as to any Site, a casualty that damages such Site but Tower Operator determines that the Site is a Restorable Site, then Tower Operator, at its sole cost and expense, shall promptly commence and diligently prosecute to completion, within a period of 60 days after the date of the damage, the adjustment of Tower Operator's insurance Claims with respect to such event and, thereafter, promptly commence, and diligently prosecute to completion, the Restoration of the Site. The Restoration shall be carried on and completed in accordance with the provisions and conditions of this Section 30.

(c) Without limiting Tower Operator's obligations under this Agreement in respect of a Site subject to a casualty, if Tower Operator undertakes the Restoration of a Site that has suffered a casualty, Tower Operator shall, if commercially feasible, make available to T-Mobile Collocator a portion of the Included Property of such Site for the purpose of T-Mobile Collocator locating, at its sole cost and expense, a temporary communications facility, and shall give T-Mobile Collocator priority over Tower Tenants at such Site as to the use of such portion of the Site; provided, however, that (i) the placement of such temporary communications facility shall not interfere in any material respect with Tower Operator's Restoration or the continued operations of any Tower Tenant; (ii) T-Mobile Collocator shall obtain any permits and approvals, at T-Mobile Collocator's cost, required for the location of such temporary communications facility on such Site; and (iii) there must be Available Space on the Site for locating such temporary communications facility.

(d) If Tower Operator undertakes the Restoration of a Site but fails at any time to diligently pursue the substantial completion of the Restoration (subject to delay for Force Majeure or the inability to obtain Governmental Approvals, as opposed to merely a delay in obtaining Governmental Approvals), T-Mobile Collocator may terminate this Agreement as to T-Mobile Collocator's leaseback or other use and occupancy of the T-Mobile Collocation Space at such Site upon giving Tower Operator written notice of its election to terminate at any time prior to completion of the Restoration.

(e) From and after any casualty as to any Site described in this Section 30 and during the period of Restoration at a Site, the T-Mobile Collocation Rent with respect to such Site shall abate until completion of the Restoration.

(f) The Parties acknowledge and agree that this Section 30 is in lieu of and supersedes any statutory requirements under the laws of any State applicable to the matters set forth in this Section 30.

### **SECTION 31.                      *Condemnation.***

(a) If there occurs a Taking of all or a Substantial Portion of any Site, other than a Taking for temporary use, then either Tower Operator or T-Mobile Collocator shall have the right to terminate this Agreement as to such Site by providing written notice to other within 30 days of the occurrence

of such Taking, whereupon the Term shall automatically expire as to such Site, as of the earlier of (i) the date upon which title to such Site, or any portion of such Site, is vested in the condemning authority, or (ii) the date upon which possession of such Site or portion of such Site is taken by the condemning authority, as if such date were the Site Expiration Date as to such Site, and each Party shall be entitled to prosecute, claim and retain the entire Award attributable to its respective interest in such Site under this Agreement.

(b) If there occurs a Taking of less than a Substantial Portion of any Site, then this Agreement and all duties and obligations of Tower Operator under this Agreement in respect of such Site shall remain unmodified, unaffected and in full force and effect. Tower Operator shall promptly proceed with the Restoration of the remaining portion of such Site (to the extent commercially feasible) to a condition substantially equivalent to its condition prior to the Taking. Tower Operator shall be entitled to apply the Award received by Tower Operator to the Restoration of any Site from time to time as such work progresses; provided, however, that T-Mobile Collocator shall be entitled to prosecute and claim an amount of any Award reflecting its interest under this Agreement. If the cost of the Restoration exceeds the Award recovered by Tower Operator, Tower Operator shall pay the excess cost. If the Award exceeds the cost of the Restoration, the excess shall be paid to Tower Operator upon completion of the Restoration.

(c) If there occurs a Taking of any portion of any Site for temporary use, then this Agreement shall remain in full force and effect as to such Site for the remainder of the Term as to such Site. Notwithstanding anything to the contrary contained in this Agreement, during such time as Tower Operator will be out of possession of such Site, if an Assignable Site, or unable to operate such Site, if a Non-Assignable Site, by reason of such Taking, the failure to keep, observe, perform, satisfy and comply with those terms and conditions of this Agreement compliance with which are effectively impractical or impossible as a result of Tower Operator's being out of possession of or unable to operate (as applicable) such Site shall not be a breach of or an event of default under this Agreement. Each Party shall be entitled to prosecute, claim and retain the Award attributable to its respective interest in such Site under this Agreement for any such temporary Taking.

(d) If there occurs a Taking of all or any part of any T-Mobile Collocation Space at any Site for temporary use, then this Agreement shall remain in full force and effect as to such Site for the remainder of the then-current Term. Notwithstanding anything to the contrary contained in this Agreement, during such time as T-Mobile Collocator shall be out of possession of such T-Mobile Collocation Space by reason of such Taking, the failure by T-Mobile Collocator to keep, observe, perform, satisfy, and comply with these terms and conditions of this Agreement compliance with which are effectively impractical or impossible as a result of T-Mobile Collocator's being out of possession of such T-Mobile Collocation Space shall not be a breach of or an event of default under this Agreement, and T-Mobile Collocator shall not be liable for payment of the T-Mobile Collocation Rent during the period of the temporary Taking.

**SECTION 32. [Reserved].**

**SECTION 33. CA/NV Purchase Option.** Tower Operator shall notify T-Mobile Collocator as to whether or not Tower Operator shall exercise any then applicable and existing purchase option under the CA/NV Master Lease with respect to any CA/NV Site no later than 180 days prior to the expiration of the Option Trigger Window (as defined in the CA/NV Master Lease) with respect to such CA/NV Site. If such notice states that Tower Operator shall exercise such option, such notice shall state the date on which Tower Operator shall exercise such option. If (i) such notice states

that Tower Operator shall not exercise such option and (ii) Tower Operator has not otherwise secured the tenure of such CA/NV Site and shall forfeit such CA/NV Site if Tower Operator does not exercise such option, then:

(a) Tower Operator shall take commercially reasonable efforts to assign Tower Operator's rights to such purchase option (and the related obligations under the CA/NV Master Lease) to T-Mobile Collocator;

(b) T-Mobile Collocator shall pay to SBC Tower Holdings LLC or its successor under the CA/NV Master Lease the purchase price with respect to such exercise of such option; and

(c) Tower Operator shall have no further rights or obligations pursuant to this Agreement or otherwise with respect to the CA/NV Sites subject to such purchase option.

If the CA/NV Master Lease expires with respect to any CA/NV Site before this Agreement expires with respect to such CA/NV Site, including as a result of the failure to exercise any then applicable and existing purchase option for such CA/NV Site, then this Agreement shall terminate and have no further force and effect as to the T-Mobile Collocation Space within such CA/NV Site (except for any obligations accruing prior to or as of the expiration date for such Site that are then unperformed).

Notwithstanding the foregoing, Tower Operator shall not be required to give the notice referred to in the first paragraph of this Section 33 and T-Mobile Collocator shall have no rights under this Section 33 (A) if T-Mobile Collocator is in default of its obligations under this Agreement as to the applicable CA/NV Site beyond applicable notice and cure periods provided herein, (B) if T-Mobile Collocator has given a Termination Notice relating to such CA/NV Site or (C) Tower Operator has otherwise secured the tenure of such CA/NV Site and shall not forfeit such CA/NV Site if Tower Operator does not exercise such option.

#### **SECTION 34. General Provisions.**

(a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies; provided, however, that the enforcement of this Agreement with respect to a particular Site as to matters relating to real property and matters mandatorily governed by local Law, shall be governed by and construed in accordance with the laws of the state in which the Site in question is located.

(c) **Entire Agreement; Successors and Assignees .** This Agreement (including, for the avoidance of doubt, the Exhibits), constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, both written and oral, between the Parties with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assignees.

(d) **Fees and Expenses.** Except as otherwise specifically set forth in this Agreement, whether the transactions contemplated by this Agreement are or are not consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such costs and expenses.

(e) **Notices.** All notices, requests, demands, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered (i) the next Business Day when sent overnight by a nationally recognized overnight courier service, or (ii) upon delivery when personally delivered to the receiving Party. All such notices and communications shall be mailed, sent or delivered as set forth below or to such other person(s) or address(es) as the receiving Party may have designated by written notice to the other Party. In addition to the addressees below, all such notices related to a specific Site or Sites shall be sent concurrently herewith to the addresses set forth in the Site Lease Agreement applicable to such Sites.

If to T-Mobile Collocator to:

T-Mobile USA, Inc.  
12920 S.E. 38th Street  
Bellevue, Washington 98006  
Attention: Leasing Administration

and a copy of any notice given pursuant to Section 25 to:

T-Mobile USA, Inc.  
12920 S.E. 38th Street  
Bellevue, Washington 98006  
Attention: Legal Department

with a copy to:

Jones Day  
222 East 41st Street  
New York, New York 10017  
Attention: Robert A. Profusek

If to T-Mobile Parent to:

T-Mobile USA, Inc.  
12920 S.E. 38th Street  
Bellevue, Washington 98006  
Attention: Leasing Administration

and a copy of any notice given pursuant to Section 25 to:

T-Mobile USA, Inc.  
12920 S.E. 38th Street  
Bellevue, Washington 98006  
Attention: Legal Department



with a copy to:

Jones Day  
222 East 41st Street  
New York, New York 10017  
Attention: Robert A. Profusek

If to Tower Operator, to:

Crown Castle International Corp.  
1220 Augusta Drive, Suite 500  
Houston, Texas 77057  
Attention: CFO (Jay Brown)  
Attention: General Counsel (E. Blake Hawk)

and a copy of any notice given pursuant to Section 25 to:

Crown Castle International Corp.  
1220 Augusta Drive, Suite 500  
Houston, Texas 77057  
Attention: Legal Department

(f) **Amendment; Modifications.** This Agreement may be amended, modified or supplemented only by written agreement of the Parties.

(g) **Time of the Essence.** Time is of the essence in this Agreement, and whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.

(h) **Specific Performance.** Each Party recognizes and agrees that in the event of any failure or refusal to perform the obligations required by this Agreement, remedies at Law would be inadequate and that, subject to the terms of this Agreement, in addition to such other remedies as may be available to it at Law or in equity, either party may seek injunctive relief and to enforce its rights by an action for specific performance to the fullest extent permitted by applicable Law. Each Party hereby waives any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award of injunctive, mandatory or other equitable relief. Subject to Section 34(j) of this Agreement, nothing contained in this Agreement shall be construed as prohibiting any Party from pursuing any other remedies available to it pursuant to the provisions of this Agreement or applicable Law for such breach or threatened breach, including the recovery of damages.

(i) **Jurisdiction and Consent to Service.** Each of the Parties (i) agrees that any suit, action or proceeding arising out of or relating to this Agreement shall be brought solely in the state courts of the State of New York sitting in the County of New York or federal courts of the State of New York for the Southern District of New York, and appellate courts having jurisdiction of appeals from any of the foregoing, (ii) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this Agreement, (iii) waives any objection that it may have to the laying of venue in any such suit, action or proceeding in any such court, and (iv)

agrees that service of any court paper may be made in such manner as may be provided under applicable Laws or court rules governing service of process.

(j) **WAIVER OF JURY TRIAL.** EACH PARTY TO THIS AGREEMENT WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG ANY OF THE PARTIES HEREUNDER, WHETHER UNDER OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTER CLAIM, THIRD PARTY CLAIM OR OTHERWISE.

(k) **Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary, neither Party shall have any liability under this Agreement, for: (y) any punitive or exemplary damages, or (z) any special, consequential, incidental or indirect damages, including lost profits, lost data, lost revenues and loss of business opportunity, whether or not the other Party was aware or should have been aware of the possibility of these damages. It is understood and agreed that T-Mobile Collocator or an Affiliate of T-Mobile Collocator will be entering into a particular Site Lease Agreement and that each such Affiliate executing the applicable Site Lease Agreement shall be liable with respect to such Site Lease Agreement (for the avoidance of doubt, Section 35 will remain unaffected and in full force and effect). All communications and invoices relating to a Site Lease Agreement must be directed to the party signing that Site Lease Agreement.

(l) **Severability.** If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement 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 a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(m) **Conversion of MPL Sites.** Notwithstanding anything to the contrary in this Agreement, all "Sites" with respect to which the "Tower Operator" under the Master Prepaid Lease exercises its "Purchase Option" under the Master Prepaid Lease shall automatically become subject to and Sites under and governed by this Agreement as of the applicable "Purchase Option Closing Date" specified in the Master Prepaid Lease. The Parties shall enter into appropriate documentation to evidence the same.

## **SECTION 35.**

### ***T-Mobile Parent Guarantee.***

(a) T-Mobile Parent unconditionally guarantees to the Tower Operator Indemnitees the full and timely payment of all obligations of T-Mobile Collocator under Section 4 of this Agreement and any corresponding obligations of T-Mobile Collocator or any Affiliate of T-Mobile Collocator under any Site Lease Agreement (collectively, the "**T-Mobile Collocator Obligations**"). T-Mobile Parent agrees that if T-Mobile Collocator (all references to T-Mobile Collocator in this Section 35 shall be deemed to include any Affiliate of T-Mobile Collocator that is a party to any Site Lease Agreement) defaults at any time during the Term of this Agreement or the term of any Site Lease Agreement in the performance of any of the T-Mobile Collocator Obligations, T-Mobile Parent shall faithfully perform and fulfill all T-Mobile Collocator Obligations and shall pay to the applicable beneficiary all reasonable attorneys' fees, court costs and other expenses, costs and disbursements

incurred by the applicable beneficiary on account of any default by T-Mobile Collocator and on account of the enforcement of this guaranty.

(b) The foregoing guaranty obligation of T-Mobile Parent shall be enforceable by any Tower Operator Indemnatee in an action against T-Mobile Parent without the necessity of any suit, action or proceeding by the applicable beneficiary of any kind or nature whatsoever against T-Mobile Collocator, without the necessity of any notice to T-Mobile Parent of T-Mobile Collocator's default or breach under this Agreement or any Site Lease Agreement, and without the necessity of any other notice or demand to T-Mobile Parent to which T-Mobile Parent might otherwise be entitled, all of which notices T-Mobile Parent hereby expressly waives. T-Mobile Parent hereby agrees that the validity of this guaranty and the obligations of T-Mobile Parent hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by any Tower Operator Indemnatee against T-Mobile Collocator any of the rights or remedies reserved to such Tower Operator Indemnatee pursuant to the provisions of this Agreement, any Site Lease Agreement or any other remedy or right which such Tower Operator Indemnatee may have at law or in equity or otherwise.

(c) T-Mobile Parent covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of T-Mobile Parent hereunder shall not be affected, modified or diminished by reason of any assignment, renewal, modification, extension or termination of this Agreement or any Site Lease Agreement or any modification or waiver of or change in any of the covenants and terms of this Agreement or any Site Lease Agreement by agreement of a Tower Operator Indemnatee and T-Mobile Collocator, or by any unilateral action of either a Tower Operator Indemnatee or T-Mobile Collocator, or by an extension of time that may be granted by a Tower Operator Indemnatee to T-Mobile Collocator or any indulgence of any kind granted to T-Mobile Collocator, or any dealings or transactions occurring between a Tower Operator Indemnatee and T-Mobile Collocator, including any adjustment, compromise, settlement, accord and satisfaction or release, or any Bankruptcy, insolvency, reorganization or other arrangements affecting T-Mobile Collocator. T-Mobile Parent does hereby expressly waive any suretyship defenses it might otherwise have.

(d) All of the Tower Operator Indemnitees' rights and remedies under this guaranty are intended to be distinct, separate and cumulative and no such right and remedy herein is intended to be to the exclusion of or a waiver of any other. T-Mobile Parent hereby waives presentment demand for performance, notice of nonperformance, protest notice of protest, notice of dishonor and notice of acceptance. T-Mobile Parent further waives any right to require that an action be brought against T-Mobile Collocator or any other Person or to require that resort be had by a beneficiary to any security held by such beneficiary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

**T-MOBILE COLLOCATORS**

**T-MOBILE CENTRAL LLC  
T-MOBILE SOUTH LLC  
POWERTEL/MEMPHIS, INC.  
VOICESTREAM PITTSBURGH, L.P.  
T-MOBILE WEST LLC  
T-MOBILE NORTHEAST LLC  
WIRELESS ALLIANCE, LLC  
SUNCOM WIRELESS OPERATING COMPANY, L.L.C.**

By: /s/ David A. Miller  
Name: David A. Miller  
Title: EVP & General Counsel

**T-MOBILE PARENT:**

**T-MOBILE USA, INC.**

By: /s/ David A. Miller  
Name: David A. Miller  
Title: EVP & General Counsel

**TOWER OPERATOR:**

**T3 TOWER 1 LLC**

By: /s/ Jay A. Brown  
Name: Jay A. Brown  
Title: Senior Vice President, Chief Financial Officer and Treasurer

**T3 TOWER 2 LLC**

By: /s/ Jay A. Brown  
Name: Jay A. Brown  
Title: Senior Vice President, Chief Financial Officer and Treasurer

[Signature Page to Sale Site Master Lease Agreement]

## MANAGEMENT AGREEMENT

This **MANAGEMENT AGREEMENT** (as the same may be amended, modified, and supplemented from time to time, this “**Agreement**”), dated as of November 30, 2012 (the “**Effective Date**”), is by and among the Persons identified on the signature pages to this Agreement as T-Mobile Contributors (collectively, “**T-Mobile Contributors**” and each, a “**T-Mobile Contributor**”), the Persons identified on the signature pages to this Agreement as T-Mobile SPEs (collectively, “**T-Mobile SPEs**” and each, a “**T-Mobile SPE**”), CCTMO LLC, a Delaware limited liability company (“**Tower Operator**”), and T3 Tower 1 LLC and T3 Tower 2 LLC, each a Delaware limited liability company (collectively, “**Sale Site Subsidiaries**” and each, a “**Sale Site Subsidiary**”). Capitalized terms used and not defined herein have the meanings set forth in the Master Agreement (as defined below). The rules of construction set forth in Section 1.2 of the Master Agreement shall apply to this Agreement, mutatis mutandis. T-Mobile Contributors, T-Mobile SPEs, Tower Operator and Sale Site Subsidiaries are sometimes referred to in this Agreement as a “**Party**” and collectively as the “**Parties**”.

### RECITALS:

A. Crown Castle International Corp., a Delaware corporation (“**Crown**”), T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile Parent**”), the T-Mobile Contributors, Sale Site Subsidiaries, T-Mobile SPEs and Tower Operator are parties to that certain Master Agreement, dated as of September 28, 2012 (as amended, modified and supplemented from time to time, the “**Master Agreement**”).

B. As a condition to, and simultaneously with the Initial Closing under the Master Agreement, the Parties are entering into this Agreement, pursuant to which:

1. With respect to each Non-Contributable Site, each applicable T-Mobile Contributor shall retain its right, title and interest in, to and under such Non-Contributable Site in accordance with and subject to the terms of the Master Agreement, and Tower Operator shall manage and operate such Non-Contributable Site pursuant to the terms of this Agreement. As of the Effective Date, the Non-Contributable Sites subject to this Agreement are set forth in Exhibit A-1 hereto.

2. With respect to each Pre-Lease Site, the applicable T-Mobile SPE shall retain its right, title and interest in, to and under such Pre-Lease Site in accordance with and subject to the terms of the Master Agreement, and Tower Operator shall manage and operate such Pre-Lease Site pursuant to the terms of this Agreement. As of the Effective Date, the Pre-Lease Sites subject to this Agreement are set forth in Exhibit A-2 hereto.

3. With respect to each Non-Assignable Site, each applicable T-Mobile Contributor shall retain its right, title and interest in, to and under such Non-Assignable Site in accordance with and subject to the terms of the Master Agreement, and the applicable Sale Site Subsidiary shall manage and operate such Non-Assignable Site pursuant to the terms of this Agreement. As of the Effective Date, the Non-Assignable Sites subject to this Agreement are set forth in Exhibit A-3 hereto.

4. The Non-Contributable Sites and the Pre-Lease Sites are collectively referred to herein as the “**Managed MPL Sites**”. The Non-Assignable Sites are sometimes referred to herein as the “**Managed Sale Sites**” and, together with the Managed MPL Sites, are collectively referred to as the “**Managed Sites**”. “**Manager**”, when used in this Agreement in reference to any Managed MPL Site, shall refer to Tower Operator, and when used in this Agreement in reference to any Managed Sale Site, shall refer to the applicable Sale Site Subsidiary.

## AGREEMENT:

In consideration of the foregoing and the representations, warranties, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound by this Agreement, the Parties agree as follows:

each applicable T-Mobile Contributor and T-Mobile SPE hereby appoints Manager, and Manager hereby agrees to act and shall act, as the exclusive operator of each Managed MPL Site (including the Included Property thereof) during the MPL Site Term (as defined below) and (b) each applicable T-Mobile Contributor hereby appoints Manager, and Manager hereby agrees to act and shall act, as the exclusive operator of each Managed Sale Site (including the Included Property thereof) during the Sale Site Term (as defined below). Notwithstanding anything to the contrary in this Agreement or in the Collateral Agreements, no fee title, leasehold, subleasehold or other real property interest in a Managed Site is granted pursuant to this Agreement. In performing its duties as operator of the Managed MPL Sites, Manager shall manage, administer and operate each of the Managed Sites, subject to the provisions of this Agreement, in a manner consistent with the standards Tower Operator uses to manage, administer and operate the Lease Sites under the terms of the MPL. Notwithstanding anything to the contrary set forth in this Agreement, Manager shall be entitled to and vested with all the rights, powers and privileges of the applicable T-Mobile Contributor with respect to the management, administration and operation of the Managed Sale Sites (including the Included Property thereof) as if Manager were the true owner thereof, including the right to review, negotiate and execute extensions, renewals, amendments or waivers of any existing collocation agreements, ground leases, subleases, easements, licenses or other similar or related agreements or new collocation agreements, ground leases, subleases, easements, licenses or similar or related other agreements. Except as expressly provided in this Agreement or, with respect to the Managed MPL Sites, in the MPL, no T-Mobile Contributor or T-Mobile SPE shall exercise any rights or take any actions with respect to the operation, maintenance, leasing or licensing of any Managed Site, all such rights being exclusively reserved to Manager hereunder.

### Section 2. Collocation Agreements for Managed Sites.

(a) Subject to the terms and conditions of this Agreement, in respect of each Managed Site, each T-Mobile SPE and each T-Mobile Contributor, as applicable, hereby delegates all of its respective rights, duties, obligations and responsibilities under the Collocation Agreements to Manager for the MPL Site Term or Sale Site Term, as applicable, as to such Managed Sites during the MPL Site Term or Sale Site Term, as applicable, and shall execute all documentation reasonably requested by Manager to confirm same to a counterparty under a Collocation Agreement within 10 Business Days of receipt of a request therefor from Manager; provided, however, that, if unduly burdensome, such T-Mobile SPE or such T-Mobile Contributor, as applicable, shall not be required to obtain any new board resolutions from any Person that is a corporation or similar resolutions or approvals from any Person that is a limited liability company, partnership or trust. Manager may amend, modify, enforce or waive any terms of any Collocation Agreements, to the extent they apply to the Managed Sites, or enter into new site supplements or site subleases applicable to the Managed Sites, provided that, in the case of the Managed MPL Sites, the provisions of Section 37 of the MPL shall apply to all such actions by Manager, *mutatis mutandis*. Each T-Mobile SPE and each T-Mobile Contributor, as applicable, hereby delegates to Manager the sole and exclusive right to perform the obligations of and assert and exercise the rights of such T-Mobile SPE or such T-Mobile Contributor, as applicable, under all Collocation Agreements with respect to the applicable Managed Sites, subject to, in the case of the Managed MPL Sites, the provisions of Section 37 of the MPL, *mutatis mutandis*.

(b) Manager does hereby agree to pay and perform all of the duties, obligations, liabilities and responsibilities of T-Mobile SPEs and T-Mobile Contributors under the Collocation Agreements affecting

each Managed Site arising during the MPL Site Term or Sale Site Term, as applicable, except as otherwise expressly provided in this Agreement, and Manager shall receive all revenue, rents, issues or profits payable under the Collocation Agreements in accordance with Section 3(b) of this Agreement.

(c) Manager shall be permitted to negotiate and enter into any new collocation agreements in its sole discretion, without the consent of any T-Mobile SPE or T-Mobile Contributor, subject to, in the case of any Managed MPL Sites, Section 37 of the MPL, *mutatis mutandis*.

Section 3. Rights and Duties of Parties.

(a) Parties' Relative Rights and Obligations; Right to T-Mobile Collocation Space. Except as otherwise expressly provided herein, the Parties hereby agree that:

(i) Each T-Mobile Contributor's agreements, rights and obligations with respect to each Non-Contributable Site shall be the same, *mutatis mutandis*, as if such Site was a Lease Site under the MPL and (to the extent in full force and effect with respect to such Site) the MPL Site MLA at the Initial Closing and such T-Mobile Contributor was a party to (x) the MPL as a T-Mobile Lessor and a T-Mobile Ground Lease Additional Party (including, for the avoidance of doubt, all agreements with respect to and obligations under Section 20 of the MPL) and (y) (to the extent in full force and effect with respect to such Site) the MPL Site MLA as a T-Mobile Collocator;

(ii) Each T-Mobile SPE's agreements, rights and obligations with respect to each Pre-Lease Site shall be the same, *mutatis mutandis*, as if such Site was a Lease Site under the MPL at the Initial Closing and such T-Mobile SPE was a party to the MPL Site MLA (to the extent in full force and effect with respect to such Site) as a T-Mobile Collocator;

(iii) Each T-Mobile Contributor's agreements, rights and obligations with respect to each Non-Assignable Site shall be the same, *mutatis mutandis*, as if such Site was an Assignable Site under the Master Agreement and (to the extent in full force and effect with respect to such Site) the Sale Site MLA at the Initial Closing, and each T-Mobile Contributor's agreements and obligations with respect to each Non-Assignable Site shall be the same, *mutatis mutandis*, unless otherwise provided herein, as if such Site was a Lease Site under the MPL at the Initial Closing and such T-Mobile Contributor was a party to (x) the MPL as a T-Mobile Lessor and a T-Mobile Ground Lease Additional Party (excluding, for the avoidance of doubt, any agreements with respect to or obligations under Section 20 of the MPL) and (y) (to the extent in full force and effect with respect to such Site) the Sale Site MLA as a T-Mobile Collocator;

(iv) Manager's agreements, rights and obligations with respect to the management of each Managed MPL Site shall be the same, *mutatis mutandis*, as if each such Site was a Lease Site under the MPL and (to the extent in full force and effect with respect to such Site) the MPL Site MLA at the Initial Closing;

(v) Manager's agreements, rights and obligations with respect to the management of each Managed Sale Site shall be the same, *mutatis mutandis*, as if such Site was an Assignable Site under the Master Agreement and (to the extent in full force and effect with respect to such Site) the Sale Site MLA at the Initial Closing (including, for the avoidance of doubt, the right to manage, administer and operate the Managed Sale Sites as if Manager were the true owner thereof); and

(vi) Each T-Mobile SPE and each T-Mobile Contributor covenants and agrees that it has not granted and it will not grant to any other Person any rights to use or operate the

Managed Sites during the MPL Site Term or the Sale Site Term, as applicable, except for rights granted to parties pursuant to the Collocation Agreements and except for the rights granted to Manager under the MPL.

(b) Site Related Revenue. During the MPL Site Term or Sale Site Term, as applicable, Manager shall receive and shall be entitled to all of the revenue generated by each Managed Site and the Included Property of such Managed Site (other than, with respect to the Managed MPL Sites, the Rent and Pre-Lease Rent as defined in, and payable under, the MPL), including all revenue, rents, issues or profits under the Collocation Agreements accruing from and after the Effective Date and all revenue received under the Collocation Agreements on or prior to the Effective Date for or with respect to periods from and after the Effective Date, and no T-Mobile SPE, T-Mobile Contributor nor any of their respective Affiliates shall be entitled to any of such revenue. Except as may be expressly provided otherwise in the Transitions Services Agreement, if any such revenue is paid to any T-Mobile SPE, any T-Mobile Contributor or their Affiliates, the T-Mobile SPE, T-Mobile Contributor or their Affiliate receiving such revenue shall remit such revenue to Manager promptly after receiving such revenue. Each T-Mobile SPE and each T-Mobile Contributor shall direct (or cause its Affiliate to direct), in writing, all payers of amounts due and accruing after the Effective Date under the Collocation Agreements to pay such amounts to Manager.

(c) Site Related Expenses. During the MPL Site Term or Sale Site Term, as applicable, except as otherwise expressly provided in this Agreement, Manager shall be responsible for the payment of, and shall pay, all expenses due and accruing after the Effective Date and related to or associated with the Managed Sites, whether ordinary or extraordinary, and whether foreseen or unforeseen. T-Mobile Contributors and T-Mobile SPEs, as applicable, shall pay, as and when due and without duplication of any such payments made under any other Collateral Agreement, T-Mobile's Share of Transaction Revenue Sharing Payments that are required to be made in respect of the Final Managed Site Consideration and the Aggregate Deferred Managed Site Consideration for all Managed Sites. Manager shall pay, or cause to be paid, as and when due and without duplication of any such payments made under any other Collateral Agreement, Tower Operator's Share of Transaction Revenue Sharing Payments that are required to be made in respect of the Final Managed Site Consideration and the Aggregate Deferred Managed Site Consideration for all Managed Sites.

(d) Responsibility for All Liabilities. T-Mobile SPEs and T-Mobile Contributors hereby assign and delegate to Manager, and Manager hereby accepts and assumes, all Post-Closing Liabilities with respect to the Managed Sites. Manager does not accept or assume, and shall be deemed not to have accepted or assumed, any Excluded Liabilities, including any Pre-Closing Liabilities. This Section 3(d) shall survive the termination or expiration of the MPL Site Term or Sale Site Term, as applicable.

(e) Power of Attorney. Each T-Mobile SPE and each T-Mobile Contributor hereby grants Manager, with respect to the Managed MPL Sites, a limited power of attorney and hereby appoints Manager as its attorney in fact to review, negotiate and execute on behalf of such T-Mobile SPE or such T-Mobile Contributor all Authorized Ground Lease Documents (as defined in the MPL), all Authorized Collocation Agreement Documents (as defined in the MPL) related to the Managed MPL Sites and all other documents contemplated and permitted by this Agreement, the Master Agreement and the MPL or necessary to give effect to the intent of this Agreement, the Master Agreement and the MPL and the transactions contemplated by this Agreement, the Master Agreement, the MPL and the other Collateral Documents other than any Unauthorized Documents (as defined in the MPL). Each T-Mobile Contributor hereby grants Manager, with respect to the Managed Sale Sites, a limited power of attorney and hereby appoints Manager as its attorney in fact to review, negotiate and execute on behalf of such T-Mobile Contributor all documents contemplated and permitted by this Agreement and the Master Agreement or necessary to give effect to the intent of this Agreement and the Master Agreement and the transactions contemplated by this Agreement, the Master Agreement and the other Collateral Documents other than any Unauthorized Documents. Each T-Mobile SPE and each T-Mobile Contributor hereby agrees to, execute and deliver, as promptly as reasonably practicable and in any event within 10 Business Days following request therefor by Manager any document



referred to in this paragraph (e) and any other document contemplated and permitted by the Master Agreement and the Collateral Agreements or necessary to give effect to the intent of the Master Agreement and the Collateral Agreements.

(f) Filing of Financing Statements. Each T-Mobile SPE and each T-Mobile Contributor hereby irrevocably authorizes Manager or its designee to file in any relevant jurisdiction, at any time and from time to time, any UCC-1 financing statement, which shall be substantially in the form of Exhibit B hereto, and any amendments thereto, that are in each case necessary or desirable to evidence, perfect or otherwise record Manager's management interest in each Managed Site, as applicable, granted pursuant to this Agreement, the Master Agreement and the Collateral Agreements. Each T-Mobile SPE and each T-Mobile Contributor agrees, promptly upon request by Manager, to provide Manager with any information that is required or reasonably requested by Manager in connection with the filing of any such financing statement or document.

(g) Exercise of Purchase Option. Each T-Mobile SPE and each T-Mobile Contributor, at its cost and expense, shall use its reasonable best efforts to obtain any consent or waiver required to give effect to the contemplated sale of the Managed MPL Sites upon the exercise of the Purchase Option (as defined in the MPL) with respect to such Managed MPL Sites under the MPL. In the event that Tower Operator exercises the Purchase Option with respect to any Managed MPL Site and the applicable T-Mobile SPE or T-Mobile Contributor is unable to obtain any consent or waiver required to give effect to the contemplated sale of such Managed MPL Site and such Managed MPL Site cannot be transferred to Tower Operator without violating the terms of the applicable Ground Lease, such T-Mobile SPE or T-Mobile Contributor shall be deemed to have appointed, and hereby appoints Tower Operator, in perpetuity, as the exclusive operator of the Included Property of such Managed MPL Site to the same extent as if such Managed MPL Site were a Managed Sale Site hereunder. Tower Operator shall be entitled to and vested with all the rights, powers and privileges of the applicable T-Mobile SPE or T-Mobile Contributor with respect to the management, administration and operation of such Managed Site as if Tower Operator were the true owner thereof, including the right to review, negotiate and execute extensions, renewals, amendments or waivers of any existing collocation agreements, ground leases, subleases, easements, licenses or other similar or related agreements or new collocation agreements, ground leases, subleases, easements, licenses or similar or related other agreements, and Tower Operator shall not be subject to and shall not be bound by any of the covenants or restrictions imposed upon it by the MPL or any of the Collateral Agreements and such Managed MPL Site shall be deemed to be a Managed Sale Site under and for all purposes of this Agreement and the term of this Agreement shall continue indefinitely.

Section 4. Term of Agreement.

(a) Term for Managed MPL Sites. Subject to Section 3(g), as to each Managed MPL Site, the term of this Agreement (the "**MPL Site Term**") shall commence on the Effective Date and, except as may be earlier terminated pursuant to the early termination provisions that apply or are deemed to apply pursuant to application of the provisions of Section 3(a) of this Agreement, shall expire on the earlier of (a) the applicable Site Expiration Date (as defined in the MPL) for such Site if such Site is not acquired by Tower Operator pursuant to the applicable Purchase Option or (b) the applicable Conversion Closing Date on which such Managed MPL Site is converted to a Lease Site pursuant to Section 2.6(c) of the Master Agreement. Upon the expiration of the MPL Site Term with respect to any Managed MPL Site, such Managed MPL Site shall no longer be subject to the terms and conditions of this Agreement and shall be deemed to be deleted from Exhibit A-1 or Exhibit A-2 hereto, as applicable. For the avoidance of doubt, pursuant to the provisions of Section 3(a) of this Agreement, the applicable Site Expiration Date for each Non-Contributable Site shall be the date that would be the Site Expiration Date for such Site if such Non-Contributable Site was a Lease Site as of the Initial Closing Date.

(b) Term for Managed Sale Sites. As to each Managed Sale Site, the term of this Agreement (the “**Sale Site Term**”) shall commence on the Effective Date and shall expire on the applicable Technical Closing Date on which such Managed Sale Site is converted to an Assignable Site pursuant to Section 2.6(c) of the Master Agreement. Upon the expiration of the Sale Site Term with respect to any Managed Sale Site, such Managed Sale Site shall no longer be subject to the terms and conditions of this Agreement and shall be deemed to be deleted from Exhibit A-3 hereto.

Section 5. Certain Acknowledgements and Agreements. Each T-Mobile SPE acknowledges that it is party to the MPL as a “T-Mobile Lessor” thereunder. Each T-Mobile Contributor acknowledges and agrees that it is a “T-Mobile Ground Lease Additional Party” under and for purposes of the MPL and, without limiting in any respect the duties of such T-Mobile Contributor under Section 3(a), agrees to be bound by all provisions of the MPL applicable to the T-Mobile Ground Lease Additional Parties with the same force and effect, and to the same extent, as if such T-Mobile Contributor were a party to the MPL in such capacity.

Section 6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies.

Section 8. Entire Agreement. This Agreement, the Master Agreement, the MPL and the Collateral Agreements constitute the entire agreement between the parties with respect to the subject matter of the Agreement and supersede all prior agreements, both written and oral, between the parties with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of each party and its successors and permitted assigns.

Section 9. Fees and Expenses. Except as otherwise expressly set forth in this Agreement, whether the transactions contemplated by this Agreement are or are not consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

Section 10. Notices. All notices and other communications required or permitted to be given or delivered under this Agreement shall be given in accordance with the notice provisions of the Master Agreement.

Section 11. Amendment. This Agreement may be amended, modified or supplemented only by written agreement of the parties.

Section 12. Time of Essence. Time is of the essence in this Agreement, and whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.

Section 13. Specific Performance. Each party recognizes and agrees that, in the event of any failure or refusal by any party to perform its obligations required by this Agreement, remedies at law would be inadequate, and that in addition to such other remedies as may be available to it at Law, in equity or pursuant to this Agreement, each party may seek injunctive relief and may enforce its rights under, and the terms and provisions of, this Agreement by an action for specific performance to the extent permitted by applicable Law. Each party hereby waives any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award of injunctive, mandatory or other equitable relief. Subject to Section 15, nothing contained in this Agreement shall be construed as prohibiting any

Party from pursuing any other remedies available to it pursuant to the provisions of this Agreement or applicable Law for such breach or threatened breach, including the recovery of damages.

Section 14. Jurisdiction. In connection with any suit, action or proceeding (an “**Action**”) arising out of or relating to this Agreement, each of the parties:

(a) Submits to the exclusive jurisdiction of the Courts of the State of New York sitting in the County of New York, the court of the United States of America for the Southern District of New York and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all Actions hereunder shall be heard and determined in such New York State court or, to the extent permitted by Law, in such federal court;

(b) Consents that any such Actions may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in any such court or that such Action was brought in an inconvenient court and agrees not to plead or claim the same; and

(c) Agrees that service of any court paper may be made in such manner as may be provided under applicable Laws or court rules governing service of process.

Section 15. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG ANY OF THE PARTIES HEREUNDER WHETHER UNDER OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTER CLAIM, THIRD-PARTY CLAIM OR OTHERWISE.

Section 16. Assignment.

(a) No T-Mobile Contributor or T-Mobile SPE may assign, sell, convey, transfer, lease, sublease, license or otherwise dispose of this Agreement or any of its rights, duties or obligations under this Agreement in whole or in part without the consent of Manager. Any attempted assignment without the required consent shall be null and void *ab initio*.

(b) Manager may assign, sell, convey, transfer, lease, sublease, license or otherwise dispose of this Agreement with respect to the Managed Sale Sites or any of its rights, duties or obligations under this Agreement with respect to the Managed Sale Sites in whole or in part without the consent of any T-Mobile Contributor or T-Mobile SPE.

(c) Manager may assign, sell, convey, transfer, lease, sublease, license or otherwise dispose of this Agreement with respect to the Managed MPL Sites or any of its rights, duties or obligations under this Agreement with respect to the Managed MPL Sites in whole or in part to the same extent as if the Managed MPL Sites were Lease Sites under the MPL.

To the extent a Party hereto has the right to and desires to exercise an assignment or other transfer under (a), (b) or (c) above, the Parties hereby agree to bifurcate this Agreement as may be required to give effect to such assignment or other transfer.

Section 17. Effect on Other Agreements. Except as expressly provided in this Agreement, no provision of this Agreement shall in any way modify the express provisions set forth in the Master Agreement or the MPL, the MPL Site MLA or the Sale Site MLA.

Section 18. Collateral Agreement. The Parties acknowledge and agree that this Agreement constitutes a Collateral Agreement for purposes of the Master Agreement.

Section 19. Severability. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement 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 a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

\* \* \* \* Remainder of Page Intentionally Blank - Signature Pages Follow \* \* \*

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the date first above written.

**T-MOBILE CONTRIBUTORS:**

**SUNCOM WIRELESS OPERATING COMPANY, L.L.C.  
COOK INLET/VS GSM IV PCS HOLDINGS, LLC  
T -MOBILE CENTRAL LLC  
T-MOBILE SOUTH LLC  
POWERTEL/MEMPHIS, INC.  
VOICESTREAM PITTSBURGH, L.P.  
T-MOBILE WEST LLC  
T-MOBILE NORTHEAST LLC  
WIRELESS ALLIANCE, LLC  
SUNCOM WIRELESS PROPERTY COMPANY, L.L.C.**

By: /s/ David A. Miller \_\_\_\_\_  
Name: David A. Miller  
Title: EVP & General Counsel

**T-MOBILE SPEs:**

**T-MOBILE USA TOWER LLC**

By: /s/ David A. Miller \_\_\_\_\_  
Name: David A. Miller  
Title: EVP & General Counsel

**T-MOBILE WEST TOWER LLC**

By: /s/ David A. Miller \_\_\_\_\_  
Name: David A. Miller  
Title: EVP & General Counsel

[Signature Page to Management Agreement]

**TOWER OPERATOR:**

**CCTMO LLC**

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer and

Treasurer

**SALE SITE SUBSIDIARIES:**

**T3 Tower 1 LLC**

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer and Treasurer

**T3 Tower 2 LLC**

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer and Treasurer

[Signature Page to Management Agreement]

**CROWN CASTLE INTERNATIONAL CORP.**  
**COMPUTATION OF NET INCOME (LOSS)**  
**PER COMMON SHARE**  
**(IN THOUSANDS OF DOLLARS, EXCEPT PER SHARE AMOUNTS)**

	Years Ended December 31,				
	2012	2011	2010	2009	2008
Net Income (loss) attributable to CCIC stockholders	\$ 188,584	\$ 171,077	\$ (310,940)	\$ (114,332)	\$ (104,727)
Dividends on preferred stock and losses on purchases of preferred stock	(2,629)	(22,940)	(20,806)	(20,806)	(20,806)
Net Income (loss) attributable to CCIC stockholders, after deduction of dividends on preferred stock and losses on purchases of preferred stock	<u>185,955</u>	<u>148,137</u>	<u>(331,746)</u>	<u>(135,138)</u>	<u>(125,533)</u>
Weighted-average number of common shares outstanding (in thousands):					
Basic weighted-average number of common shares outstanding	289,285	283,821	286,764	286,622	282,007
Effect of assumed dilution from potential common shares relating to stock options and restricted stock awards	1,985	2,126	—	—	—
Diluted weighted-average number of common shares outstanding	<u>291,270</u>	<u>285,947</u>	<u>286,764</u>	<u>286,622</u>	<u>282,007</u>
Net Income (loss) attributable to CCIC stockholders, after deduction of dividends on preferred stock, per common share:					
Basic	\$ 0.64	\$ 0.52	\$ (1.16)	\$ (0.47)	\$ (0.45)
Diluted	<u>\$ 0.64</u>	<u>\$ 0.52</u>	<u>\$ (1.16)</u>	<u>\$ (0.47)</u>	<u>\$ (0.45)</u>

**CROWN CASTLE INTERNATIONAL CORP.**  
**COMPUTATION OF RATIOS OF EARNINGS TO FIXED CHARGES AND**  
**EARNINGS TO COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDENDS**  
**(DOLLARS IN THOUSANDS)**

	Years Ended December 31,				
	2012	2011	2010	2009	2008
Computation of earnings:					
Income (loss) before income taxes	\$ 100,827	\$ 179,807	\$ (338,105)	\$ (190,523)	\$ (153,219)
Add:					
Fixed charges (as computed below)	727,472	620,871	600,295	551,288	458,477
Subtract:					
Interest capitalized	(2,335)	(265)	—	—	—
	<u>\$ 825,964</u>	<u>\$ 800,413</u>	<u>\$ 262,190</u>	<u>\$ 360,765</u>	<u>\$ 305,258</u>
Computation of fixed charges and combined fixed charges and preferred stock dividends and losses on purchases of preferred stock:					
Interest expense	\$ 491,184	\$ 404,968	\$ 406,222	\$ 386,447	\$ 332,058
Amortized premiums, discounts and capitalized expenses related to indebtedness	109,860	102,883	84,047	59,435	22,056
Interest capitalized	2,335	265	—	—	—
Interest component of operating lease expense	124,093	112,755	110,026	105,406	104,363
Fixed charges	<u>727,472</u>	<u>620,871</u>	<u>600,295</u>	<u>551,288</u>	<u>458,477</u>
Dividends on preferred stock and losses on purchases of preferred stock	<u>2,629</u>	<u>22,940</u>	<u>20,806</u>	<u>20,806</u>	<u>20,806</u>
Combined fixed charges and preferred stock dividends and losses on purchases of preferred stock	<u>\$ 730,101</u>	<u>\$ 643,811</u>	<u>\$ 621,101</u>	<u>\$ 572,094</u>	<u>\$ 479,283</u>
Ratio of earnings to fixed charges	1.1	1.3	—	—	—
(Deficiency) excess of earnings to cover fixed charges	<u>\$ 98,492</u>	<u>\$ 179,542</u>	<u>\$ (338,105)</u>	<u>\$ (190,523)</u>	<u>\$ (153,219)</u>
Ratio of earnings to combined fixed charges and preferred stock dividends and losses on purchases of preferred stock	1.1	1.2	—	—	—
(Deficiency) excess of earnings to cover combined fixed charges and preferred stock dividends and losses on purchases of preferred stock	<u>\$ 95,863</u>	<u>\$ 156,602</u>	<u>\$ (358,911)</u>	<u>\$ (211,329)</u>	<u>\$ (174,025)</u>



## CROWN CASTLE INTERNATIONAL CORP. SUBSIDIARIES

Subsidiary	Jurisdiction of Incorporation
CC Holdings GS V LLC	Delaware
CC Towers Guarantor LLC	Delaware
CC Towers Holding LLC	Delaware
CCGS Holdings Corp.	Delaware
CCTM1 LLC	Delaware
CCTM Holdings LLC	Delaware
CCTMO LLC	Delaware
Crown Atlantic Company LLC	Delaware
Crown Castle Atlantic LLC	Delaware
Crown Castle Australia Holdings Pty Limited	Australia
Crown Castle Australia Pty Ltd	Australia
Crown Castle CA Corp.	Delaware
Crown Castle GT Company LLC	Delaware
Crown Castle GT Corp.	Delaware
Crown Castle GT Holding Sub LLC	Delaware
Crown Castle MU LLC	Delaware
Crown Castle NG East Inc.	Delaware
Crown Castle NG Networks Inc.	Delaware
Crown Castle NG West Inc.	Delaware
Crown Castle Operating Company	Delaware
Crown Castle Operating LLC	Delaware
Crown Castle PT Inc.	Delaware
Crown Castle Solutions Corp.	Delaware
Crown Castle South LLC	Delaware
Crown Castle Towers 06-2 LLC	Delaware
Crown Castle Towers LLC	Delaware
Crown Castle USA Inc.	Pennsylvania
Crown Communication LLC (f/k/a Crown Communication Inc. d/b/a/ Crown Communications and CrownCom)	Delaware
Global Signal Acquisitions II LLC	Delaware
Global Signal Acquisitions III LLC	Delaware
Global Signal Acquisitions IV LLC	Delaware
Global Signal GP LLC	Delaware
Global Signal Holdings III LLC	Delaware
Global Signal Operating Partnership, L.P.	Delaware
MW Cell REIT 1 LLC	Delaware
NewPath Networks, Inc.	Delaware
Pinnacle Towers Acquisition LLC	Delaware
Pinnacle Towers Acquisition Holdings LLC	Delaware
Pinnacle Towers LLC	Delaware
WCP Wireless Site RE Funding LLC	Delaware
WCP Wireless Site RE Holdco LLC	Delaware

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in the Registration Statements (Nos. 333-67379, 333-101008, 333-118659, 333-163843 and 333-181715) on Form S-8, the Registration Statement (No. 333-106728) on Form S-3, the Registration Statements (Nos. 333-140452 and 333-180526) on Form S-3 ASR, and the Registration Statement (No. 333-186092) on Form S-4 of Crown Castle International Corp. of our report dated February 12, 2013, with respect to the consolidated balance sheets of Crown Castle International Corp. as of December 31, 2012 and 2011, and the related consolidated statements of operations and comprehensive income (loss), cash flows, and equity for each of the two years in the period ended December 31, 2012, and the related financial statement schedule for the years ended December 31, 2012 and 2011, and the effectiveness of internal control over financial reporting as of December 31, 2012, which appear in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Pittsburgh, Pennsylvania  
February 12, 2013

Consent of Independent Registered Public Accounting Firm

The Board of Directors  
Crown Castle International Corp.:

We consent to the incorporation by reference in the registration statements (Nos. 333-67379, 333-101008, 333-118659, 333-163843 and 333-181715) on Form S-8, the registration statement (No. 333-106728) on Form S-3, the registration statements (Nos. 333-140452 and 333-180526) on Form S-3 ASR, and the registration statement (No. 333-186092) on Form S-4 of Crown Castle International Corp. of our report dated February 15, 2011, with respect to the consolidated statements of operations and comprehensive income (loss), cash flows, and redeemable convertible preferred stock and equity of Crown Castle International Corp. and subsidiaries for the year ended December 31, 2010, and the related financial statement schedule for 2010, which report appears in the December 31, 2012 annual report on Form 10-K of Crown Castle International Corp.

/s/ KPMG LLP

Pittsburgh, Pennsylvania  
February 12, 2013

**Certification**  
**For the Year Ended December 31, 2012**

I, W. Benjamin Moreland, certify that:

1. I have reviewed this annual report on Form 10-K of Crown Castle International Corp. ("registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 12, 2013

/s/ W. Benjamin Moreland

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W. Benjamin Moreland

President and Chief Executive Officer

**Certification  
For the Year Ended December 31, 2012**

I, Jay A. Brown, certify that:

1. I have reviewed this annual report on Form 10-K of Crown Castle International Corp. ("registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 12, 2013

/s/ Jay A. Brown

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Jay A. Brown

Senior Vice President, Chief Financial Officer  
and Treasurer

**Certification Pursuant to  
18 U.S.C. Section 1350  
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report on Form 10-K of Crown Castle International Corp., a Delaware Corporation (“Company”), for the period ending December 31, 2012 as filed with the Securities and Exchange Commission on the date hereof (“Report”), each of the undersigned officers of the Company hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of such officer's knowledge:

- 1) the Report complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- 2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of December 31, 2012 (the last date of the period covered by the Report).

/s/ W. Benjamin Moreland

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W. Benjamin Moreland  
President and Chief Executive Officer  
February 12, 2013

/s/ Jay A. Brown

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Jay A. Brown  
Senior Vice President, Chief Financial Officer  
and Treasurer  
February 12, 2013

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to Crown Castle International Corp. and will be retained by Crown Castle International Corp. and furnished to the Securities and Exchange Commission or its staff upon request.

