

2009-016252

Klamath County, Oregon



00077343200900162520250255

12/30/2009 10:00:00 AM

Fee: \$157.00

Return to: M. Cater  
Fidelity National Title  
7130 Glen Forest Dr. #300  
Richmond, VA 23226

This document prepared by ~~and when recorded, return to:~~  
Tower Development Corporation  
c/o Babst Calland Clements and Zomnir, P.C.  
Two Gateway Center  
Sixth Floor  
Pittsburgh, PA 15222  
Attn: Christian A. Farmakis and Sheila Osborne

11801046

**ASSIGNMENT AND ASSUMPTION OF  
LEASE AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT** (the  
"Assignment") is hereby made and entered into as of the 17<sup>th</sup> day of September, 2009 by and  
among **New Cingular Wireless PCS, LLC** a Delaware limited liability company (Tax ID#  
**22-3330080**) having a mailing address of **12555 Cingular Way, Alpharetta, GA 30004**  
("Assignor"), **Tower Development Corporation**, a Maryland corporation (Tax ID#**26-4483016**)  
having a mailing address **c/o Crown Castle, 2000 Corporate Drive, Canonsburg, PA 15317**  
("Assignee"), and **Crown Castle USA Inc.**, a Pennsylvania corporation, having a  
mailing address of **2000 Corporate Drive, Canonsburg, PA 15317** ("Crown").

TDC Site Name: Klamath Falls Airport  
TDC Site Number: 217  
TDC BUN: 5800073

Site Name: Klamath Falls Airport  
AT&T Site Number: KF43/FA#10131341  
AT&T BUN: 807797

## RECITALS

A. Assignor and Klamath County School District No. 600, a political subdivision of the State of Oregon, having a mailing address of 10501 Washburn Way, Klamath Falls, OR 97603 ("Lessor") entered into that certain Option & Land Lease dated March 24 2009 (the "Lease Agreement") for a portion of Lessor's real property located at 5338 Summers Lane, City of Klamath Falls, OR (Lessor's property being shown on the Tax Map of the County of Klamath as Property Parcel ID's R581917, R769289 and R579350, and being further described in a Memorandum of Lease as executed between New Cingular Wireless PCS, LLC and Lessor evidencing the existence of the Lease Agreement, a copy of which is attached to the Assignment as **Exhibit A** and made a part hereof (the "Leased Premises"); and,

B. Pursuant to (i) that certain Amended and Restated Tower Facility Development and Acquisition Agreement effective as of May 29, 2009 by and among Assignee, Crown and the other parties thereto ("Tower Facility Agreement"), and (ii) that certain Master Bill of Sale and Assignment and Assumption Agreement effective as of March 30, 2009 by and among Assignee, Crown, and certain affiliates of Crown, Crown assigned to Assignee its right and privilege to receive an assignment of the Lease Agreement from Assignor or (iii) that certain Master Bill of Sale and Assignment and Assumption Agreement effective as of May 29, 2009 by and among Assignee, PR TDC LLC, a Delaware limited liability company and a subsidiary of Assignee ("PR TDC"), Crown, and certain affiliates of Crown, Crown assigned to PR TDC its right and privilege to receive an assignment of the Lease Agreement from Assignor.

C. Assignor desires to assign the Lease Agreement to Assignee, and Assignee desires to assume the rights and obligations under the Lease Agreement; and,

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration each to the other in hand paid and the premises and covenants hereinafter set forth, Assignor and Assignee agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are expressly incorporated herein by this reference.

2. Assignor's consent to Crown's Assignment to Assignee; Assignment of Lease Agreement to Assignee. Assignor hereby acknowledges and agrees that it is aware that Crown assigned to Assignee its right and privilege to receive an assignment of the Lease Agreement from Assignor, and Assignor hereby consents to such assignment (irrespective of any consent requirements under the Lease Agreement or any other agreements between Assignor and Crown or their respective affiliates). Assignor hereby conveys, grants, assigns, transfers and delivers to Assignee the leasehold estate as set forth in the Lease Agreement, and all of Assignor's right, title and interest thereunder. In addition, Assignor hereby conveys, grants, assigns and transfers to Assignee: (a) all rights to easements and/or licenses which authorize ingress and egress to the

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property described in the Lease Agreement and/or placement of guy wires, anchors and utilities; and, (b) all other rights, privileges and appurtenances owed by Assignor, reversionary or otherwise, and in any way related to the Lease Agreement.

3. Representations and Warranties. Assignor represents or warrants that it has good and marketable title to the Leased Premises. EXCEPT FOR THE FOREGOING ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED.

4. Assumption of Lease Agreement. Assignee hereby accepts the assignment of the Lease Agreement as herein set forth, expressly assumes the payment and performance of all of Assignor's obligations under the Lease Agreement (other than obligations arising out of the acts or conduct of Assignor prior to the date hereof, or other acts or conduct prior to the date hereof for which the lessee or tenant is responsible under the terms of the Lease Agreement) arising from and after the date of this Assignment to the same extent as if the Assignee were named as the lessee under the Lease Agreement.

5. Further Execution. Assignor, from time to time after the date hereof, at the Assignee's request, will execute, acknowledge and deliver to Assignee such other instruments of conveyance, assignment and transfer and will take such other actions and execute and deliver such other documents, including but not limited to a memorandum of this assignment, assignments of applicable Governmental Approvals (as defined in the Build to Suit Service Agreement dated October 30, 2006 among, *inter alia*, Assignor and Crown Castle USA, Inc.), certifications and further assurances as Assignee may reasonably require in order to vest more effectively in Assignee, or to put Assignee more fully in possession of the Leased Premises.

6. Indemnity by Assignee. Assignee agrees to defend, indemnify and hold harmless Assignor from and against any and all liability, claims, damages, expenses (including cost of litigation and reasonable attorneys' fees), judgments, proceedings and causes of action of any kind ("Claims") whatsoever arising out of, or in any way connected with, Assignee's failure to perform and discharge any of the terms, covenants, conditions and agreements required to be performed by Assignee as the lessee under the Lease Agreement from, and after, the date of this Agreement, except for Claims arising out of Assignor's failure to perform and discharge any of the terms, covenants, conditions and agreements as the lessee under the Lease Agreement prior to the date hereof, or other acts or conduct prior to the date hereof for which the lessee or tenant is responsible under the terms of the Lease Agreement. In no event shall Assignee be liable to Assignor for consequential, indirect, speculative or punitive damages.

7. Indemnity by Assignor. At its sole cost and expense, Assignor agrees to defend, indemnify and hold harmless Assignee from and against any and all Claims whatsoever arising out of, or in any way connected with, Assignor's performance or discharge, or failure of such performance or discharge, of any of the terms, covenants, conditions and agreements required to

TDC Site Name: Klamath Falls Airport  
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AT&T BUN: 807797

be performed by Assignor as the lessee under the Lease Agreement prior to the date hereof, or other acts or conduct prior to the date hereof for which the lessee or tenant is responsible under the terms of the Lease Agreement. In no event shall Assignor be liable to Assignee for consequential, indirect, speculative or punitive damages.

8. Disclaimer of Interest. Crown hereby disclaims any interest in receiving the Lease Agreement from Assignor. Accordingly, Assignee and Crown hereby acknowledge and agree that, once completed, the sale, conveyance, transfer and assignment of the Lease Agreement directly from Assignor to Assignee pursuant to this Agreement satisfies Crown's obligations to transfer the Lease Agreement to Assignee pursuant to Article IV of the Tower Facility Agreement.

9. Survival of Terms. The representations, warranties and indemnities set forth herein shall survive the execution and delivery of this Assignment and shall continue in full force and effect during the term of the Lease Agreement.

10. Binding Agreement. This Assignment constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties relative to such assignment.

11. Power of Attorney. Crown is authorized to review, negotiate, and execute this Assignment on behalf of Assignee in accordance with the rights granted to it by Assignee pursuant to the express terms of the Tower Facility Agreement and that certain Limited Power of Attorney dated as of July 1, 2009 by and between Assignee, Crown, PR TDC LLC, Crown Castle BP ATT LLC and Crown Castle Puerto Rico Corp., a copy of the Limited Power of Attorney is attached hereto as **Exhibit B** and made a part hereof. Assignor is entitled to accept and rely on the Limited Power of Attorney as proof that Crown is duly authorized to review, negotiate, and execute this Assignment for and on behalf of Assignee. As of the effective date of this Assignment, the Limited Power of Attorney is in full effect and has not been revoked by Assignee.

[Signature pages to follow]

TDC Site Name: Klamath Falls Airport  
TDC Site Number: 217  
TDC BUN: 5800073

Site Name: Klamath Falls Airport  
AT&T Site Number: KF43/FA#10131341  
AT&T BUN: 807797

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first written above.

ASSIGNOR:

**NEW CINGULAR WIRELESS PCS, LLC**

**By: AT&T Mobility Corporation**  
**Its: Manager**

By: \_\_\_\_\_

Print Name: Roy Willy

Title: Project Manager

STATE/Commonwealth of OREGON

:

:

SS:

COUNTY OF DESCHUTES

:

I, Jane E Venable, a Notary Public within and for the above state and county, duly commissioned and acting, do hereby certify that on this 13<sup>th</sup> day of August, 2009, personally appeared before me Roy Willy of **New Cingular Wireless PCS, LLC**, to me personally known to be the person who signed the foregoing Assignment and Assumption of Lease Agreement, and who, being by me duly sworn and being informed of the contents of said instrument, stated and acknowledged under oath that he/she is the Project Manager of **New Cingular Wireless PCS, LLC**, and, as such, is a duly certified individual who may enter into agreements on behalf of that entity. Moreover, he/she has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by himself/herself, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

Jane E Venable  
Notary Public

My Commission Expires:



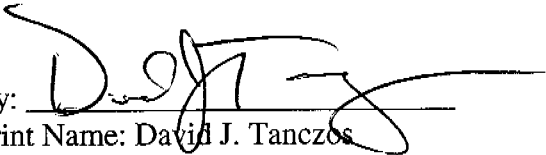
TDC Site Name: Klamath Falls Airport  
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ASSIGNEE:

**TOWER DEVELOPMENT CORPORATION**

**By: CROWN CASTLE USA INC., its Agent and Attorney in Fact**

By:   
Print Name: David J. Tanczos  
Title: Vice President – National Site Development

COMMONWEALTH OF PENNSYLVANIA

:


SS:

COUNTY OF WASHINGTON

:

I, Sheila Osborne, a Notary Public within and for the Commonwealth aforesaid, duly commissioned and acting, do hereby certify that on this 17th day of September, 2009, personally appeared before me David J. Tanczos of **Crown Castle USA Inc., agent and attorney-in-fact for Tower Development Corporation**, to me personally known to be the person who signed the foregoing Assignment and Assumption of Lease Agreement, and who, being by me duly sworn and being informed of the contents of said instrument, stated and acknowledged under oath that he is the Vice President – National Site Development of **Crown Castle USA Inc.** and duly certified to enter into agreements on behalf of that entity. Moreover, he has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by himself, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

  
Notary Public

My Commission Expires: 11/13/10

**COMMONWEALTH OF PENNSYLVANIA**

Notarial Seal

Sheila Osborne, Notary Public  
Canonsburg Boro, Washington County  
My Commission Expires Nov. 13, 2010

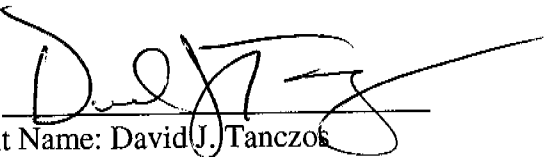
Member, Pennsylvania Association of Notaries

TDC Site Name: Klamath Falls Airport  
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Site Name: Klamath Falls Airport  
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CROWN:

By: CROWN CASTLE USA INC.

By:   
Print Name: David J. Tanczos  
Title: Vice President – National Site Development

COMMONWEALTH OF PENNSYLVANIA

:

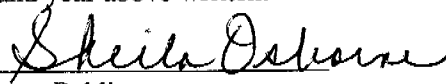
SS:

COUNTY OF WASHINGTON

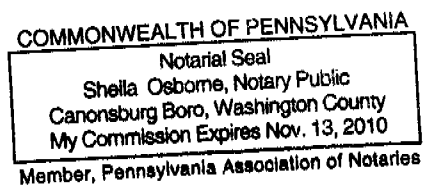
:

I, Sheila Osborne, a Notary Public within and for the State aforesaid, duly commissioned and acting, do hereby certify that on this 17th day of September, 2009, personally appeared before me David J. Tanczos of **Crown Castle USA Inc.**, to me personally known to be the person who signed the foregoing Assignment and Assumption of Lease Agreement, and who, being by me duly sworn and being informed of the contents of said instrument, stated and acknowledged under oath that he is the Vice President – National Site Development of **Crown Castle USA Inc.** and duly certified to enter into agreements on behalf of that entity. Moreover, he has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by himself, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

  
Notary Public

My Commission Expires: 11/13/10



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Site Name: Klamath Falls Airport  
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EXHIBIT A

MEMORANDUM OF LEASE

[See Attached]

TDC Site Name: Klamath Falls Airport  
TDC Site Number: 217  
TDC BUN: 5800073

Site Name: Klamath Falls Airport  
AT&T Site Number: KF43/FA#10131341  
AT&T BUN: 807797



**Return to:**

Richard Busch  
Busch Law Firm PLLC  
5400 Carillon Point  
Kirkland, WA 98033

**MEMORANDUM OF LEASE**

Grantor: Klamath County School District No. 600, a political subdivision of  
the State of Oregon

Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability  
company

True Consideration Paid: Does not apply.

Address for Tax Mailings: Does not apply.

Site Number: KF43

Site Name: Klamath Falls  
Airport

State: Oregon

County: Klamath

EXHIBIT C  
MEMORANDUM OF OPTION AND LAND LEASE

Site Name: Klamath Falls Airport  
Site No.: KF43

STATE OF OREGON

COUNTY OF KLAMATH

MEMORANDUM OF OPTION AND LAND LEASE

This memorandum evidences that a lease was made and entered into by written Option and Land Lease dated March 24, 2009, between KLAMATH COUNTY SCHOOL DISTRICT NO. 600, a political subdivisions of the State of Oregon, "Owner" and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, "Tenant", the terms and conditions of which are incorporated herein by reference.

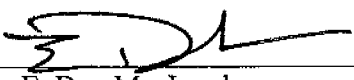
Such Lease provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately Two thousand five hundred 2,500 (50' x 50') square feet at that certain site "Site" located at 5338 Summer Lane, City of Klamath Falls, County of Klamath, State of Oregon, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on \_\_\_\_\_, 2009, which term is subject to ten (10) additional five (5) year extension periods by Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

TENANT:

New Cingular Wireless PCS, LLC, a Delaware limited liability company,

By: AT&T Mobility Corporation  
Its: Manager

By:   
Name: E. Don MacLeod  
Title: Executive Director  
Address: 12555 Cingular Way, Alpharetta, GA 30004

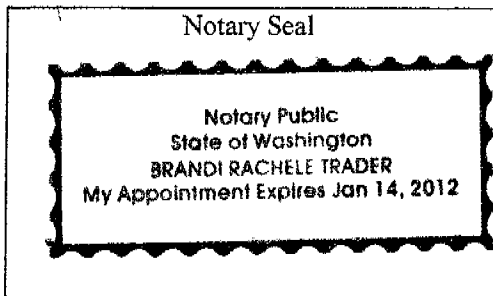
Date: \_\_\_\_\_

TENANT NOTARY BLOCK:

STATE OF WASHINGTON    )  
                                      ) SS.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that E. Don MacLeod is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of AT&T Mobility Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3/24/09



Brandi Rachele Trader  
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

My appointment expires: 1/14/2012

OWNER: KLAMATH COUNTY SCHOOL DISTRICT NO. 600, a political subdivision of the State of Oregon,

By: Ken Hadlock

Print Name: Ken Hadlock

Title: Business Manager

Tax No: 93-6000543

Address: 10501 Washburn Way, Klamath Falls, Oregon 97603

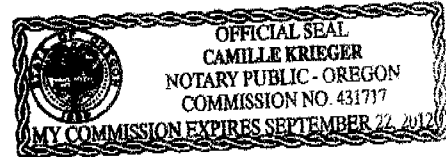
Date: \_\_\_\_\_

OWNER NOTARY BLOCK:

STATE OF OREGON, COUNTY OF KLAMATH

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2009, by  
(name) Ken Hadlock (title) Business Manager  
(company) Klamath County School District  
who is personally known to me.

NOTARIAL SEAL  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF OREGON



My commission expires: 9/22/2012  
(NAME OF NOTARY) Camille Krieger COMMISSION NUMBER: 431717

## EXHIBIT A

### LEGAL DESCRIPTION

A parcel of land situated in Klamath County, Oregon described as follows:

#### PARCEL 1:

COMMENCING AT THE ONE-QUARTER CORNER COMMON TO SECTIONS 14 AND 15, TOWNSHIP 39 SOUTH, RANGE 9 EAST, W.M. KLAMATH COUNTY, OREGON; THENCE SOUTH  $0^{\circ} 06'$  WEST ALONG THE EAST BOUNDARY OF SECTION 15 A DISTANCE OF 370.60 FEET; THENCE NORTH  $89^{\circ} 54'$  WEST, 30.00 FEET TO A POINT ON THE WEST BOUNDARY OF SUMMERS LANE FOR THE TRUE POINT OF BEGINNING; THENCE NORTH  $89^{\circ} 31'$  WEST, 414.44 FEET TO A  $5/8"$  IRON PIN; THENCE NORTH 623.79 FEET TO A  $5/8"$  IRON PIN; THENCE SOUTH  $89^{\circ} 59'$  EAST, 225.16 FEET TO A  $5/8"$  IRON PIN; THENCE NORTH  $01^{\circ} 30' 50"$  EAST, 97.67 FEET TO AN  $5/8"$  IRON PIN; THENCE NORTH  $30^{\circ} 30' 10"$  EAST, 371.98 FEET TO A  $5/8"$  IRON PIN ON THE WEST BOUNDARY OF SUMMERS LANE; THENCE ALONG SAID BOUNDARY SOUTH  $0^{\circ} 06'$  WEST, 370.61 FEET TO THE TRUE POINT OF BEGINNING;

#### PARCEL 2:

BEGINNING 349 FEET SOUTH AND 30 FEET WEST OF THE QUARTER SECTION CORNER BETWEEN SECTIONS 14 AND 15 TOWNSHIP 39 SOUTH, RANGE 9 EAST, W.M. THENCE WEST 165 FEET; THENCE SOUTH 528 FEET; THENCE EAST 165 FEET; THENCE NORTH 528 FEET TO PLACE OF BEGINNING.

AND BEGINNING AT A POINT 349 FEET SOUTH AND 195 FEET WEST OF THE QUARTER SECTION CORNER BETWEEN SECTIONS 14 AND 15, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF WILLAMETTE MERIDIAN; THENCE WEST 165 FEET; THENCE SOUTH 528 FEET; THENCE EAST 165 FEET; THENCE NORTH 528 FEET TO THE PLACE OF BEGINNING.

#### LESS AND EXCEPT THEREFROM:

COMMENCING AT THE ONE-QUARTER CORNER COMMON TO SECTIONS 14 AND 15, TOWNSHIP 39 SOUTH, RANGE 9 EAST, W.M.; KLAMATH COUNTY, OREGON, THENCE SOUTH  $0^{\circ} 06'$  WEST ALONG THE EAST BOUNDARY OF SECTION 15, A DISTANCE OF 898.60 FEET; THENCE NORTH  $89^{\circ} 54'$  WEST, 30.00 FEET TO THE NORTHEAST CORNER OF THAT PROPERTY DESCRIBED IN VOLUME 223, PAGE 319, OF TITLE DEED RECORDS OF KLAMATH COUNTY, OREGON, FOR THE TRUE POINT OF BEGINNING; THENCE NORTH  $89^{\circ} 31'$  WEST ALONG THE NORTH BOUNDARY OF SAID TRACT, 330.00 FEET; THENCE NORTH  $0^{\circ} 06'$  EAST, PARALLEL TO THE EAST BOUNDARY OF SECTION 15, A DISTANCE OF 528.00 FEET; SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN VOLUME 148, PAGE 493 OF THE DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE SOUTH  $89^{\circ} 31'$  EAST, 70.00 FEET; THENCE SOUTH  $0^{\circ} 06'$  WEST 468.00 FEET; THENCE SOUTH  $89^{\circ} 31'$  EAST, 260.00 FEET TO THE WEST BOUNDARY OF SUMMERS LANE; THENCE SOUTH  $0^{\circ} 06'$  WEST ALONG SAID BOUNDARY, 60.00 FEET TO THE TRUE POINT OF BEGINNING. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE SUBDIVISION PLAT OF ELMWOOD PARK.

EXHIBIT B  
POWER OF ATTORNEY

[See Attached]

TDC Site Name: Klamath Falls Airport  
TDC Site Number: 217  
TDC BUN: 5800073

Site Name: Klamath Falls Airport  
AT&T Site Number: KF43/FA#10131341  
AT&T BUN: 807797

AFTER RECORDATION, PLEASE RETURN TO:

Tower Development Corporation  
c/o ATTN: Christian A. Farmakis, Esquire  
Babst, Calland, Clements and Zomnir, P.C.  
Two Gateway Center, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 394-5400

### **LIMITED POWER OF ATTORNEY**

This **LIMITED POWER OF ATTORNEY** is made and entered into by **TOWER DEVELOPMENT CORPORATION**, a Maryland special purpose corporation ("TDC") in favor of **CROWN CASTLE USA INC.**, a Pennsylvania corporation ("Crown") and **CROWN CASTLE BP ATT LLC**, a Delaware limited liability company ("Crown Subtenant"); and by **PR TDC LLC**, a Delaware limited liability company ("PR TDC") in favor of **CROWN CASTLE PUERTO RICO CORP.**, a Puerto Rico corporation ("PR Crown") and **CROWN SUBTENANT**. Crown, PR Crown and Crown Subtenant are also executing this Limited Power of Attorney solely with respect to **Sections 1, 3, 4, 5 and 6**.

### **RECITALS**

A. Effective as of May 29, 2009, Crown Castle International Corp., Crown, PR Crown, TDC, PR TDC, Crown Subtenant and Berkshire Fund VII, L.P. entered into that certain Amended and Restated Tower Facility Development and Acquisition Agreement ("Tower Facility Agreement");

B. Effective as of March 30, 2009, TDC and Crown entered into that certain Tower Site Management Services Agreement (the "Original Tower Management Agreement"), and effective as of May 29, 2009, Crown, PR Crown, TDC and PR TDC entered into that certain Amendment to Tower Site Management Services Agreement (the "Amendment to Tower Site Management Services Agreement", and together with the Original Tower Management Agreement, collectively, the "Tower Management Agreement");

C. Effective as of March 30, 2009, TDC and Crown Subtenant entered into that certain Master Sublease (the "Original Master Sublease"), and effective as of May 29, 2009, TDC, PR TDC and Crown Subtenant entered into that certain Amendment to Master Sublease (the "Amendment to Master Lease", and together with the Original Master Sublease, collectively, the "Master Sublease");

D. Pursuant to, and subject to the limitations set forth in, the Tower Facility Agreement and the Tower Management Agreement, TDC agreed to grant to Crown limited powers of attorney to review, negotiate and execute on behalf of TDC certain agreements and documents, and PR TDC agreed to grant to PR Crown limited powers of attorney to review, negotiate and execute on behalf of PR TDC certain agreements and documents;

E. By executing this Limited Power of Attorney, the parties desire to restate, confirm and reaffirm Crown's rights set forth in the Tower Facility Agreement and Tower Management Agreement to review, negotiate and execute on behalf of TDC certain agreements and documents; and PR Crown's rights set forth in the Tower Facility Agreement and Tower Management Agreement to review, negotiate and execute on behalf of PR TDC certain agreements and documents; and

F. By executing this Limited Power of Attorney, TDC and PR TDC desire to grant to Crown Subtenant an additional limited power of attorney to review, negotiate and execute certain agreements and documents that will be created pursuant to the terms of the Master Sublease.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration paid to each other and the promises and covenants hereinafter set forth, TDC, PR TDC, Crown, PR Crown and Crown Subtenant agree as follows:

1. Incorporation of Recitals; Definitions. The foregoing recitals are true and correct and are expressly incorporated herein by this reference. Unless otherwise specified herein, any capitalized terms used herein and not otherwise defined herein shall have those meanings referenced and set forth in the Tower Facility Agreement.

2. Limited Power of Attorney.

(a) With respect to the Tower Facility Agreement and Tower Management Agreement. TDC hereby makes, constitutes and appoints Crown as its true and lawful agent and attorney-in-fact, to act, with full power and authority, in the name, place and stead and for and on behalf of TDC with respect to the review, negotiation and execution of the following documents and agreements set forth below in this Section 2(a) (but in each instance, only if Crown obtains the prior written consent of TDC, if required to do so pursuant to the Tower Management Agreement or Tower Facility Agreement, before such execution). Furthermore, PR TDC hereby makes, constitutes and appoints PR Crown as its true and lawful agent and attorney-in-fact, to act, with full power and authority, in the name, place and stead and for and on behalf of PR TDC with respect to the review, negotiation and execution of the following documents and agreements set forth below in this Section 2(a) (but in each instance, only if PR Crown obtains the prior written consent of PR TDC, if required to do so pursuant to the Tower Management Agreement or Tower Facility Agreement, before such execution).



(i) Tenant Licenses and Tenant License Amendments (as such terms are defined in the Tower Management Agreement) pursuant to the Tower Management Agreement; provided that such Tenant Licenses and Tenant License Amendments do not contain any substantive terms and conditions that materially vary from Crown's typical Tenant License parameters utilized in its normal course of business consistent with past practices;

(ii) All non-material agreements and documents (e.g., corrective amendments, memoranda of leases, estoppels, SNDAs, lease ratification documents, deeds of ratification, access and utility agreements) relating to Wireless Sites (as defined in the Tower Management Agreement) pursuant to Section 4(b) of the Original Tower Management Agreement and Section 2 of the Amendment to Tower Site Management Services Agreement;

(iii) All Site Leases and amendments to, and assignments of, Site Leases pursuant to Sections 4(c) and (d) of the Tower Management Agreement and Section 6.3.3 of the Tower Facility Agreement; provided that such Site Leases, amendments to and assignments of, Site Leases do not contain any substantive terms and conditions that materially vary from Crown's typical Site Lease parameters utilized in its normal course of business consistent with past practices;

(iv) All non-material agreements and documents (e.g., corrective amendments, memoranda of leases, estoppels, SNDAs, lease ratification documents, deeds of ratification, access and utility agreements) relating to the TDC Facilities pursuant to Section 6.3.3(c) of the Tower Facility Agreement;

(v) Acquisition NDAs (as such term is defined in the Tower Facility Agreement) pursuant to Section 6.3.4(a) of the Tower Facility Agreement;

(vi) Letters of Intent (as such term is defined in the Tower Facility Agreement) pursuant to Section 6.3.4(b) of the Tower Facility Agreement; and

(vii) All Ancillary Acquisition Agreements (as such term is defined in the Tower Facility Agreement) pursuant to Section 6.3.4(c) of the Tower Facility Agreement, such Ancillary Acquisition Agreements include the following documents: master bills of sale and assignment and assumption agreements, individual assignment documents required or requested for recordation purposes, new site leases or easements needed in those instances when the selling party owns the fee parcel but does not want to convey its entire parcel to TDC or PR TDC, non-disturbance agreements, estoppel agreements, letters to landlords announcing that the TDC Facility (as defined in the Tower Facility Agreement) has changed ownership, joint letters to be signed by the selling party and TDC or PR TDC, as the case may be, informing customers that the TDC Facility has changed ownership, settlement statements (so long as the amounts contained therein materially conform to pre-approved amounts as contemplated by Section 6.3.4(c) of the Tower Facility Agreement), escrow agreements and title company affidavits and related certificates.

It is TDC's intention to vest in Crown and PR TDC's intention to vest in PR Crown full power and authority to do and perform any and every act and thing whatsoever which may be

necessary or advisable to carry out the intent and purpose of this Limited Power of Attorney, as fully as TDC and PR TDC might or could do if acting on their own behalf, and the enumeration of certain specific powers herein shall not be construed as limiting or restricting in any way the general powers hereby granted by TDC to Crown and PR TDC to PR Crown.

(b) With Respect to the Master Sublease. Each of TDC and PR TDC hereby makes, constitutes and appoints Crown Subtenant as its lawful agent and attorney-in-fact, to act with full power and authority, in the name, place and stead and for and on behalf of TDC and PR TDC, as the case may be, with respect to the review, negotiation and execution of all SSAs and SSA Amendments (as such terms are defined in the Master Sublease) but in each instance, only if (i) Crown Subtenant obtains the prior written approval of TDC or PR TDC, as the case may be, if required to do so pursuant to Sections 5 and 6 of the Master Sublease, before such execution; and (ii) the economic terms of the SSA (or SSA Amendment) are no worse than (and all other terms of the SSA (or the SSA Amendment) materially conform with) the corresponding SLA (as that term is defined in the Master Sublease) that is issued by the Tenant (as that term is defined in the Master Sublease), and the approval with respect thereto including the key terms and conditions of the approval was provided by the Crown Capital Committee and the TDC Representatives pursuant to the Tower Facility Agreement; provided that notwithstanding Section 5 of the Master Sublease, the parties acknowledge and agree that TDC and PR TDC will not be provided with a copy of the SLA (but will be presented with the Tenant's proposed economic terms of the SLA) prior to the parties' approval of a corresponding SSA or SSA Amendment at a Crown Capital Committee meeting or discussion. Crown Subtenant shall not have the right to execute SSAs and SSA Amendments that fail to satisfy clauses (i) and (ii) above without first obtaining the written approval from TDC and PR TDC to do so. Upon receipt of such approval, TDC and PR TDC hereby makes, constitutes and appoints Crown Subtenant as its lawful agent and attorney-in-fact, to act with full power and authority, in the name, place and stead and for and on behalf of TDC and PR TDC, as the case may be, with respect to the review, negotiation and execution of such approved SSAs and SSA Amendments. Crown Subtenant shall promptly provide to TDC and PR TDC complete documentation with respect to each SSA (or SSA Amendment) executed by Crown Subtenant pursuant to this Limited Power of Attorney, which documentation shall include complete documentation with respect to the corresponding SLA.

It is TDC's and PR TDC's intention to vest in Crown Subtenant full power and authority to do and perform any and every act and thing whatsoever which may be necessary or advisable to carry out the intent and purpose of this Limited Power of Attorney as fully as TDC or PR TDC might or could do if acting on their own behalf, and the enumeration of certain specific powers herein shall not be construed as limiting or restricting in any way the general powers hereby granted by TDC and PR TDC to Crown Subtenant. In the event any provision set forth in this **Section 2(b)** is inconsistent with the provisions set forth in Sections 5 or 6 of the Master Sublease, the terms of this **Section 2(b)** shall govern the interpretation of the inconsistency and be binding on the parties.

3. No Additional Rights. Except for the new rights granted to Crown Subtenant pursuant to **Section 2(b)**, this Limited Power of Attorney is intended to restate, confirm and reaffirm the rights afforded to Crown and PR Crown as set forth in the Tower

Facility Agreement and the Tower Management Agreement. Except for the new rights granted to Crown Subtenant pursuant to **Section 2(b)**, nothing in this Limited Power of Attorney shall modify, expand or limit any of the rights or obligations of the parties that are set forth in the Tower Facility Agreement or the Tower Management Agreement. Without limiting the foregoing, Crown and PR Crown acknowledge and agree that they are not entitled to execute Main Acquisition Agreements (as such term is defined in the Tower Facility Agreement) pursuant to Section 6.3.4(c) of the Tower Facility Agreement (but are entitled to review and negotiate such Main Acquisition Agreements) which include the following documents: material acquisition-related agreements and documents, including purchase agreements, resolutions and certificates authorizing TDC or PR TDC, as the case may be, to consummate an Acquisition (as such term is defined in the Tower Facility Agreement), employment agreements and non-solicit and non-compete agreements restricting TDC's or PR TDC's post-closing activities.

4. Reliance on this Limited Power of Attorney. This Limited Power of Attorney may be accepted and relied upon by any Person to whom it is presented until such time that it is revoked in writing by TDC and PR TDC and such revocation has been communicated to the Person otherwise entitled to rely hereon. The powers to execute documents and agreements granted herein by TDC to Crown and Crown Subtenant and by PR TDC to PR Crown and Crown Subtenant may be revoked by TDC and PR TDC, as the case may be, at any time in a writing delivered to Crown, PR Crown and Crown Subtenant, as the case may be. A revocation of the powers granted herein shall not affect any Person's acceptance or reliance of this Limited Power of Attorney prior to such revocation.

Any Person accepting and relying upon this Limited Power of Attorney shall be expressly entitled to assume that Crown, PR Crown and Crown Subtenant, as the case may be, have received from TDC or PR TDC, as the case may be, all necessary prior approvals that are required to be obtained pursuant to the Tower Facility Agreement, the Tower Management Agreement or the Master Sublease, it being specifically acknowledged that such Person has no duty or obligation to investigate or inquire whether such prior approvals have been procured. Any disputes regarding whether the necessary prior approvals have been obtained by Crown, PR Crown or Crown Subtenant, as the case may be, shall be solely between TDC and Crown or Crown Subtenant, or PR TDC and PR Crown or Crown Subtenant, as the case may be.

5. Execution and Counterparts. This Limited Power of Attorney may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, appear on one or more of such counterparts.

6. Further Assurances; Recordation. The parties hereby covenant and agree to execute and have executed all such further instruments and agreements and to take (or cause to be taken) all such further actions as may reasonably be necessary or appropriate in order to accomplish more fully and effectively the intent and purpose of this Limited Power of Attorney. TDC, PR TDC, Crown, PR Crown and Crown Subtenant acknowledge that this Limited Power of Attorney may need to be recorded in one or more jurisdictions, and each party shall cooperate with each other and take all commercially reasonable steps to ensure that it is properly recorded in all applicable jurisdictions. The parties acknowledge and agree that this Limited Power of

Attorney has been entered into as a result of a commercial transaction, and both parties hereto are commercial entities.

Executed on July 1, 2009; but effective as of March 30, 2009.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Limited Power of Attorney as of the date written on the immediately preceding page.

ATTEST:

**TOWER DEVELOPMENT CORPORATION**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elizabeth L. Hoffman  
Title: Secretary/Clerk

Print Name: \_\_\_\_\_

**NOTARIAL AFFIDAVIT**

COMMONWEALTH OF MASSACHUSETTS :

: SS:

COUNTY OF SUFFOLK :

I, \_\_\_\_\_, a Notary Public within and for the Commonwealth of Massachusetts, duly commissioned and acting, do hereby certify that on this 1<sup>st</sup> day of July, 2009, personally appeared before me, Elizabeth L. Hoffman, of Tower Development Corporation, a Maryland special purpose corporation, to me personally known to be the person who signed the foregoing Limited Power of Attorney, and who, being by me duly sworn and being informed of the contents of said instrument, stated and acknowledged under oath that she is the Secretary/Clerk of said entity, and, as such, is a duly certified individual who may enter into agreements on behalf of that entity. Moreover, she has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by her, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

\_\_\_\_\_  
Notary Public

My Commission Expires

[Signature Page to Limited Power of Attorney – Tower Development Corporation]

IN WITNESS WHEREOF, the parties have executed this Limited Power of Attorney as of the date written on the immediately preceding page.

ATTEST:

PR TDC LLC

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Elizabeth L. Hoffman

Title: Secretary/Clerk

Print Name: \_\_\_\_\_

**NOTARIAL AFFIDAVIT**

COMMONWEALTH OF MASSACHUSETTS :

: SS:

COUNTY OF SUFFOLK :

I, \_\_\_\_\_, a Notary Public within and for the Commonwealth of Massachusetts, duly commissioned and acting, do hereby certify that on this 1st day of July, 2009, personally appeared before me, Elizabeth L. Hoffman, of PR TDC LLC, a Delaware limited liability company, to me personally known to be the person who signed the foregoing Limited Power of Attorney, and who, being by me duly sworn and being informed of the contents of said instrument, stated and acknowledged under oath that she is the Secretary/Clerk of said entity, and, as such, is a duly certified individual who may enter into agreements on behalf of that entity. Moreover, she has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by her, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

[Signature Page to Limited Power of Attorney – PR TDC LLC]

Solely with respect to, and as specified in,  
Sections 1, 3, 4, 5 and 6

ATTEST:

CROWN CASTLE USA INC.



Print Name: Scott Cheek

By: 

Name: David J. Tanczos

Title: Vice President, National Site Development



Print Name: Michelle Salisbury

**NOTARIAL AFFIDAVIT**

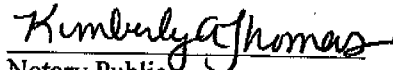
COMMONWEALTH OF PENNSYLVANIA :

: SS:

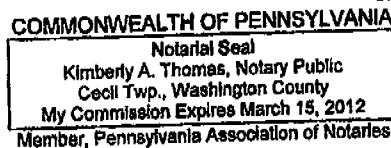
COUNTY OF WASHINGTON :

*Kimberly A Thomas* <sup>not</sup>  
I, ~~Sheila Osborne~~, a Notary Public within and for the Commonwealth of Pennsylvania, duly commissioned and acting, do hereby certify that on this 1st day of July, 2009, personally appeared before me, David Tanczos, of Crown Castle USA Inc., a Pennsylvania corporation, to me personally known to be the person who signed the foregoing Limited Power of Attorney, and who, being by me duly sworn and being informed of the contents of said instrument, stated and acknowledged under oath that he is the Vice President, National Site Development, of said entity, and, as such, is a duly certified individual who may enter into agreements on behalf of that entity. Moreover, he has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by him, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

  
Notary Public

My Commission Expires: <sup>3/15/12</sup> ~~11/13/10~~



[Signature Page to Limited Power of Attorney – Crown Castle USA Inc.]

Solely with respect to, and as specified in,  
Sections 1, 3, 4, 5 and 6

ATTEST:

CROWN CASTLE PUERTO RICO CORP.



Print Name: Scott Cheek

By: 

Name: David J. Tanczos

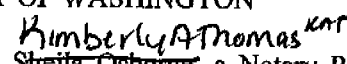
Title: Vice President, National Site Development



Print Name: Michelle Salisbury

**NOTARIAL AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF WASHINGTON : SS:

  
I, ~~Sheila Osborne~~, a Notary Public within and for the Commonwealth of Pennsylvania, duly commissioned and acting, do hereby certify that on this 1st day of July, 2009, personally appeared before me, David Tanczos, of Crown Castle Puerto Rico Corp., a Puerto Rico corporation, to me personally known to be the person who signed the foregoing Limited Power of Attorney, and who, being by me duly sworn and being informed of the contents of said instrument, stated and acknowledged under oath that he is the Vice President, National Site Development, of said entity, and, as such, is a duly certified individual who may enter into agreements on behalf of that entity. Moreover, he has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by him, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

  
Notary Public

  
My Commission Expires: 11/13/10

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kimberly A. Thomas, Notary Public  
Ceoli Twp., Washington County  
My Commission Expires March 15, 2012  
Member, Pennsylvania Association of Notaries

[Signature Page to Limited Power of Attorney – Crown Castle Puerto Rico Corp.]

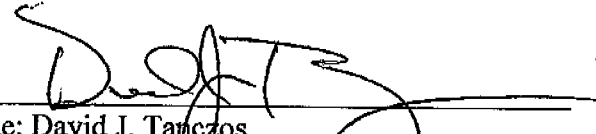


Solely with respect to, and as specified in,  
Sections 1, 3, 4, 5 and 6

ATTEST:

CROWN CASTLE BP ATT LLC

  
Print Name: Scott Cheek

By:   
Name: David J. Tanczos  
Title: Vice President, National Site Development

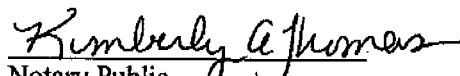
  
Print Name: Michelle Salisbury

**NOTARIAL AFFIDAVIT**

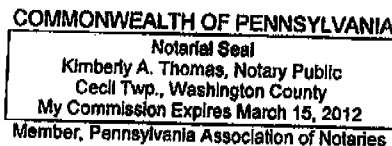
COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF WASHINGTON :

*Kimberly A Thomas* <sup>KAT</sup>  
I, ~~Sheila Osborne~~, a Notary Public within and for the Commonwealth of Pennsylvania, duly commissioned and acting, do hereby certify that on this 1st day of July, 2009, personally appeared before me, David Tanczos, of Crown Castle BP ATT LLC, a Delaware limited liability company, to me personally known to be the person who signed the foregoing Limited Power of Attorney, and who, being by me duly sworn and being informed of the contents of said instrument, stated and acknowledged under oath that he is the Vice President, National Site Development of said entity, and, as such, is a duly certified individual who may enter into agreements on behalf of that entity. Moreover, he has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by him, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

  
Notary Public

My Commission Expires: <sup>3/15/12</sup> ~~11/13/10~~ <sup>KAT</sup>



[Signature Page to Limited Power of Attorney – Crown Castle BP ATT LLC]