

CITY OF SAN DIEGO

LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE
FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES

Pursuant to the City of San Diego City Charter Section 225: "Mandatory Disclosure of Business Interests," before the City will process requests to (Sub)Lease, all information requested in this Questionnaire must be completed by the proposed (Sub)Lessee. Even though a proposed Sublessee may complete the Questionnaire, the Questionnaire must be delivered or mailed to the City with a cover letter signed by the City Lessee or proposed Lessee. **THE CITY WILL NOT ACCEPT THE QUESTIONNAIRE, DOCUMENTS, OR OTHER INFORMATION DIRECTLY FROM A SUBLESSEE.**

All information furnished in this Questionnaire must be complete and accurate. Omissions, inaccuracies, or misstatements may cause the rejection and/or subsequent revocation of the City's Lease, consent to Sublease, or consent to Assignment of (Sub)Lease.

In submitting this Questionnaire, the proposed (Sub)Lessee completing the Questionnaire authorizes the City to make any inquiry or investigation it believes necessary to substantiate or supplement the information furnished in the Questionnaire, and authorizes others to release such information to the City.

Exact name of existing Lessee (always complete):
TowerCo Assets LLC

Exact name of proposed Lessee (complete only if applicable):

Exact name of existing Sublessee (complete only if applicable):

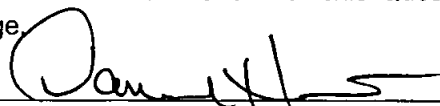
Exact name of proposed Sublessee (complete only if applicable):

Date this Questionnaire completed: December 23, 2009.

The information furnished in and with this Questionnaire is true, complete, and correct to the best of my knowledge.

Signature:

Title:


Vice President and CFO

Thank you for taking the time to complete the Questionnaire. Lessees may contact Real Estate Assets if they have any questions. Please return the completed Questionnaire, with any additional information or documents to:

REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVENUE STE. 1700
SAN DIEGO, CA 92101
TEL.: (619) 236-6020 FAX: (619) 236-6706

This Questionnaire contains 15 pages.

PROPOSED (SUB)LESSEE

1. Name of proposed (Sub) Lessee exactly as it will appear on the actual tenancy document:

TowerCo Assets LLC

2. Mailing Address of proposed (Sub)Lessee for purposes of notice or other communication relating to the proposed tenancy:

5000 Valleystone Drive

Cary, NC 27519

Attn: Property Manager (CA2565)

Telephone No.: 919-469-5559

Fax. No.: 919-469-5530

E-mail Address: _____

3. Billing Address (*only if different from Mailing Address*);

Telephone No.: _____

Fax. No.: _____

4. Proposed (Sub)Lessee intends to operate as a:

Sole Proprietorship (); Partnership (); Corporation ();

Limited Liability Company (☒); Other _____

Explain if necessary:

5. Effective date of assignment (complete only if applicable): September 23, 2008

PARTNERSHIP STATEMENT

If proposed (Sub)Lessee is a partnership, please answer the following:

1. Date of Organization: _____
2. General Partnership ()
Limited Partnership ()
Other () Explain _____

3. Statement of Partnership recorded: Yes () No ()

Date Book Page County
4. Has the partnership conducted business in San Diego County?
Yes () No () If so, when? _____
If so, where? _____
5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership, a corporation, or a limited liability company (LLC), please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). If a limited partner holding a 10% or greater interest is another partnership, a corporation, or an LLC, pages 3; or 4 and 5; or 6 must also be completed for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

General/Limited	Name	Address	Share %

6. Attach a complete copy of the Partnership Agreement. If a Partnership Agreement has been previously submitted, a new Partnership Agreement need be submitted only if the Partnership Agreement on file with the City is no longer current.

CORPORATION STATEMENT

If proposed (Sub)Lessee is a corporation, please answer the following:

1. Type of corporation: C () Subchapter S ()
2. When incorporated? _____
3. Where incorporated? _____
4. Is the corporation authorized to do business in California? Yes () No ()
If so, as of what date? _____
5. The corporation is held:
 - a. Publicly () Privately ()
 - b. If publicly held, how and where is the stock traded?

6. Please list the following:

	<u>Authorized</u>	<u>Issued</u>	<u>Outstanding</u>
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of Common Stock:		Par \$	_____
		Book \$	_____
		Market \$	_____
7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name: _____
Title: _____
Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

(Additional page(s) may be added if needed to complete list of stockholders [type proposed (Sub)Lessee name (from page 2) on the top of each page].)

8. Attach complete copies of the Articles of Incorporation (and any Certificate(s) of Amendment thereto, as the case may be) of the Corporation, and the Bylaws of the Corporation (and any Amended and Restated Bylaws, as the case may be), and any other applicable Corporate documents.

Any partnership, corporation, or LLC owning more than a 10% ownership interest must also complete separate pages 3; or 4 and 5; or 6, as appropriate for each entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). Also, furnish the financial data for such partnership, corporation, or LLC, as required on page 7. If there is an ownership chain of additional partnerships, corporations, or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect, beneficial ownership, or membership interest in the proposed (Sub)Lessee; or (2) effective control of the proposed (Sub)Lessee, regardless of the percentage of ownership or membership interest.

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: September 4, 2008
2. Where Organized: Delaware
3. Is the Company authorized to do business in California?
 - a. Yes (☒) No (☐)
 - b. If so, as of what date? Oct. 6, 2008
4. Has the Company conducted business in San Diego County?
 - a. Yes (☒) No (☐)
 - b. If so, when? Since September 23, 2008
 - c. If so, where? multiple tower locations
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %
Member	TowerCo Acquisition LLC	5000 Valleystone Drive Cary, NC 27519	100

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: July 18, 2008
2. Where Organized: Delaware
3. Is the Company authorized to do business in California?
 - a. Yes () No (X)
 - b. If so, as of what date? _____
4. Has the Company conducted business in San Diego County?
 - a. Yes () No (X)
 - b. If so, when? _____
 - c. If so, where? _____
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %
Member	TowerCo Finance LLC	5000 Valleystone Drive Cary, NC 27519	100

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: August 21, 2009
2. Where Organized: Delaware
3. Is the Company authorized to do business in California?
 - a. Yes () No (X)
 - b. If so, as of what date? _____
4. Has the Company conducted business in San Diego County?
 - a. Yes () No (X)
 - b. If so, when? _____
 - c. If so, where? _____
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %
Member	TowerCo II Holdings LLC	5000 Valleystone Drive Cary, NC 27519	100

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: April 16, 2008
2. Where Organized: Delaware
3. Is the Company authorized to do business in California?
 - a. Yes () No (X)
 - b. If so, as of what date? _____
4. Has the Company conducted business in San Diego County?
 - a. Yes () No (X)
 - b. If so, when? _____
 - c. If so, where? _____
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %
Member	Altpoint TowerCo Holdings LLC		25
Member	Soros Strategic Partners II LP		25
Member	Vulcan Tower Holdings LLC		25
Member	Tailwind TowerCo II Holdings LLC		25

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

(Sub)Lessee, general partners of (Sub)Lessee, owner-corporations of (Sub)Lessee, members of (Sub)Lessee owning more than a 10% membership interest, and any person or business entity guaranteeing the performance of (Sub)Lessee **must attach a complete report, prepared in accordance with good accounting practice, reflecting current financial condition.** The report **must** include a balance sheet **and** annual income statement. The person or entity covered by the report must be prepared to substantiate all information provided.

OTHER INFORMATION

Each (Sub)Lessee, each general partner of (Sub)Lessee, each owner-corporation of (Sub)Lessee, each member of (Sub)Lessee owning more than a 10% membership interest, any person or business entity guaranteeing the performance of (Sub)Lessee, any person or entity owning more than a 10% interest of (Sub)Lessee, and any guarantor of (Sub)Lessee must answer the following questions:

1. **Surety Information** - Has a surety or bonding company ever been required to perform on the default of any of the individuals or entities?
 - a. Yes () No (X)
 - b. If yes, please attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.
2. **Bankruptcy Information** - Have any of the individuals or entities ever been adjudicated bankrupt or are any presently a debtor in a pending bankruptcy action?
 - a. Yes () No (X)
 - b. If yes, please give dates, court jurisdiction, and amount of liabilities and assets.
3. **Pending Litigation** - Are any of the individuals or entities presently a party to ANY pending litigation?
 - a. Yes () No (X)
 - b. If yes, please provide detailed information for each action.
4. **Claims, Liens, or Judgments** - Are any of the individuals or entities now subject to any outstanding claims, liens, or judgments?
 - a. Yes () No (X)
 - b. If yes, please provide detailed information for each claim, lien, or judgment.

REFERENCES FOR PROPOSED (SUB)LESSEE

Please list four persons or firms with whom you have conducted business transactions during the past three years. Two of the references must have knowledge of your debt payment history, with at least one being a financial institution. Two of the references must have knowledge of your business experience.

REFERENCE NO. 1

Name: Vertical Solutions Inc

Firm:

Title:

Address: P.O. Box 579, Holly Springs, NC 27540

Telephone: 888-321-6167

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 2

Name: SEMAAN Engineering Solutions LLC

Firm:

Title:

Address: P.O. Box 3199, Hartford, CT 06150

Telephone:

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 3

Name: The Flag Loft

Firm:

Title:

Address: 1900 Delmar, St. Louis, MO 63103

Telephone: 314-621-5417

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 4

Name: Polisinelli Shughart PC

Firm:

Title:

Address: 700 W. 47th Street, Ste. 1000, Kansas City, MO

Telephone: 816-753-1000

Nature and magnitude of purchase, sale, loan, business, association, etc.:

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may reproduce and use copies of this page, if necessary.)

The following personal information is required to initiate a credit investigation. The business and personal reputation of principals, partners, and members will be considered in qualifying Lessees or in consenting to Sublessees.

First, Middle, & Last Name _____
Date of Birth _____
Place of Birth _____
Social Security Number _____
Driver's License Number/State _____
Home Address _____

Previous Address _____

Home Telephone No. _____
Employer _____
Occupation _____
Business Address _____
Business Telephone No. _____
Business Fax No. _____

The City is hereby authorized to request a credit report and other information covering my financial and business history.

Date _____ Signed _____

Print or type exact name of proposed (Sub)Lessee from page 2 of Questionnaire:

TowerCo Assets LLC

METHOD OF OPERATION

Please describe your proposed business operation on the property to be (Sub)Leased.
Discuss any optional services and uses which you propose to provide.

The leasehold is used for the operation of a communications tower.
The communications tower is built.

**PROPOSED METHOD OF FINANCING
DEVELOPMENT OR LEASEHOLD PURCHASE**

Describe the method of financing for the Leasehold purchase or any new or additional development on the Leasehold. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

N/A. Communications tower is already constructed.

ESTIMATE OF GROSS RECEIPTS

If this Questionnaire is being completed by a prospective Lessee, please show the best estimate of the average annual gross sales for each significant use or service, and for each significant optional use or service which the Lessee and its Sublessees (if any) plan to conduct on or from the property. (If the Questionnaire is being completed by a Sublessee, only the estimate of the Sublessee's gross sales is required.) This data will be used by the City to analyze the proposed Lease or Sublease Consent application. The time periods shown should not be assumed to necessarily represent the term of a (Sub)Lease that may be granted or consented to by the City.

Average annual gross sales for each proposed significant use during each of the first five operating years:

Year of Operation	Uses (Identify Each Use)				
1	\$	\$	\$	\$	\$
2					
3					
4					
5					

EXPERIENCE STATEMENT

Please describe in detail the duration and extent of your business experience, with special emphasis upon experience with the type of business which you propose to conduct on City property. Also state in detail the pertinent experience of the persons who will be directly involved in development and management of the business.

TowerCo is the fifth largest independent tower operating company in the United States. Founded in 2004 by industry veterans Richard Byrne (CEO) and Scot Lloyd (COO) along with Tailwind Capital, the Cary, N.C.-based company meets the infrastructure needs of wireless service providers by developing, owning and leasing communication towers. TowerCo owns over 3,000 towers and has exclusive contracts to build towers directly for carriers throughout the United States. Soros Strategic Partners invested in TowerCo in 2005 along with Vulcan Capital and Stone Tower Capital in 2007. For additional information, please visit www.towerco.com.

**TERMS AND CONDITIONS OF PURCHASE, SALE,
OR TRANSFER OF (SUB)LEASEHOLD INTEREST**

(NOTE: Complete this page only if the transaction involves a Lease assignment.)

Please summarize the terms and conditions of the purchase, sale, or transfer of Leasehold interest(s) which requires City consent, as specified in the Assignment-Sublease provisions of the City Lease. Please attach copies of the applicable sales agreement(s), escrow instructions, assignment agreement(s), or other documents in conjunction with the sale, purchase, or transfer of the (Sub)Leasehold interest(s).

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
TOWERCO ASSETS LLC**

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of TowerCo Assets LLC, a Delaware limited liability company (the "Company"), dated as of September 23, 2008, is adopted and entered into by and between TowerCo Acquisition LLC, a Delaware limited liability company (the "Member"), and the Company, pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and the terms of this Agreement.

WHEREAS, this Agreement amends, restates and integrates the limited liability company agreement of the Company to, among other things: (i) establish a board of managers (the "Board"), (ii) require that the Board shall consist of not less than five (5) managers (the "Managers"), including two Independent Managers (hereinafter defined), (iii) provide for indemnification of the Member, the Managers, the officers and the Company, and (iv) reflect the sale of the membership interests of the Company to the Member in accordance with the Purchase Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Formation; Name. The Company was formed on September 4, 2008, as evidenced by the filing of the Certificate of Formation with the Secretary of State of the State of Delaware on such date in accordance with the Act. The parties hereby agree that the Company shall be governed by the terms and conditions of this Agreement. The name of the Company is "TowerCo Assets LLC"
2. Term. The Company shall have perpetual existence unless sooner dissolved as provided in the Act or this Agreement.
3. Registered Agent and Office. The registered agent of the Company in the State of Delaware is Corporation Service Company and the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, New Castle County. The Board may from time to time change the registered agent or office of the Company or establish additional places of business or offices of the Company as necessary or appropriate. Such changes need not be reflected in this Agreement.
4. Principal Place of Business. The principal place of business of the Company shall be 5000 Valleystone Drive, Cary, North Carolina 27519, c/o TowerCo II Holdings LLC, 5000 Valleystone Drive, Cary, North Carolina 27519.
5. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the

foregoing. The Company shall have the authority to take all actions necessary or convenient to accomplish its purposes and operate its business as described in this Section 5.

6. Member. The name and business address of the Member is TowerCo Acquisition LLC, c/o TowerCo II Holdings LLC, 112 Towerview Court, Cary, North Carolina 27513.

7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

8. Allocations of Profits and Losses for Tax Purposes. For Federal income tax purposes, all items of income, gain, deduction or loss for any year shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Management.

10.1 Board of Managers. The business and affairs of the Company shall be managed by or under the direction of the Board. The Board shall consist of at least five (5) or more Managers, including at least two Managers that are Independent Managers, the number thereof to be determined from time to time by the Member with each Manager designated by the Member. The initial Board shall consist of the persons listed on Schedule I attached hereto. The Company must, and the Member must cause the Company to, at all times have at least two Independent Managers. To the fullest extent permitted by law, including Section 18-1101(c) of the Act, the Independent Managers must consider only the interests of the Company and its creditors, in acting or otherwise voting on any Bankruptcy Action. No resignation or removal of an Independent Manager, and no appointment of a successor Independent Manager, is effective until the successor has accepted his or her appointment as an Independent Manager by a written instrument. If a vacancy in the position of Independent Manager occurs, the Member must, as soon as practicable, appoint a successor Independent Manager. Notwithstanding any other provision in this Agreement, no action requiring the unanimous consent of the Board may be taken unless there are at least two Independent Managers serving on the Board and present at the time of the vote. All right, power and authority of the Independent Managers is limited to that necessary to exercise the rights and perform the duties specified in this Agreement. Except as provided in the fifth sentence of this Section 10.1, in exercising its rights and performing its duties under this Agreement, each Independent Manager has a fiduciary duty of loyalty and care similar to that of a director of a business corporation organized under the General Corporation Law of the State of Delaware.

10.2 Powers. Subject to Section 15, the Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. Subject to Section 15, the Board has the authority to bind the Company.

10.3 Quorum: Acts of the Board. Subject to Section 15, at all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. Subject to Section 15, if a quorum shall not be present at any meeting of the Board, a majority of the Managers present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Unless otherwise restricted by the Company's Certificate of Formation and subject to Section 15, any action required or permitted to be taken at any meeting of the Board, or any committee designated by the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Managers entitled to vote thereon were present and voted. Prompt notice of the taking of the action without a meeting by less than a unanimous written consent shall be given by the Secretary to those Managers who have not consented in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

10.4 Removal of Managers. Subject to Section 10.1, unless otherwise restricted by law, any Manager, including the Independent Managers, or the entire Board may be removed or expelled, with or without cause, at any time by the Member and any vacancy caused by any such removal or expulsion may be filled by action of the Member.

11. Officers.

11.1 The officers of the Company shall be a President, Vice Presidents and such other officers as shall from time to time be elected or appointed by the Board (each an "officer"). The names of the initial officers and their respective offices in the Company are as set forth on Exhibit A hereto. Unless such officer's term expires earlier as a result of such officer's death or resignation, each such officer shall hold the offices indicated thereon until such officer has been removed by the Board and such officer's successor is appointed and qualified.

11.2 All of the officers of the Company shall report to, and be subject to the direction and control of, the Board and shall have such authority to perform such duties relating to the management of the Company as designated by the Board or as may be provided in this Agreement.

12. Admission of New Members. Subject to Section 15, one or more additional members of the Company may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members of the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have more than one member and each additional member shall execute and deliver a counterpart of this Agreement, as amended, and enters into a Separateness Agreement with Agent, Sellers and the other Persons listed as a party thereto substantially in the form of Exhibit J to the Purchase Agreement.

13. Limitation on Liability. Neither the Member nor any Manager nor any officer shall have any liability for the obligations or liabilities of the Company except to the extent provided in the Act and other applicable law.

14. Indemnification.

14.1 To the extent not prohibited by law, the Company shall indemnify any person who is or was made, or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (a "Proceeding"), whether civil, criminal, administrative or investigative, including, without limitation, an action by or in the right of the Company to procure a judgment in its favor, by reason of the fact that such person, or a person of whom such person is the legal representative, is or was a Member, Manager or officer of the Company, against judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees and disbursements). Persons who are not Members, Managers or officers of the Company may be similarly indemnified in respect of service to the Company to the extent the Board at any time specifies that such persons are entitled to the benefits of this Section 14. Any indemnification, reimbursement or advancement of expenses available pursuant to this Section 14 shall be referred to herein as "Indemnification."

14.2 The Company shall, from time to time, reimburse or advance to any Member, Manager or officer or other person specified pursuant to the penultimate sentence of Subsection 14.1 the funds necessary for payment of expenses, including attorneys' fees and disbursements, incurred in connection with any Proceeding, in advance of the final disposition of such Proceeding; provided, however, that, if required by the Act, such expenses incurred by or on behalf of any Member, Manager or officer or other person may be paid in advance of the final disposition of a Proceeding only upon receipt by the Company of an undertaking, by or on behalf of such Member, Manager or officer (or other person indemnified hereunder), to repay any such amount so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal that such Member, Manager or officer or other person is not entitled to be indemnified for such expenses.

14.3 The rights to Indemnification provided by, or granted pursuant to, this Section 14 (the "Indemnification Rights") shall not be deemed exclusive of any other rights to which a person seeking Indemnification may have or hereafter be entitled under any statute, this Agreement, any agreement or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

14.4 The Indemnification Rights shall continue as to a person who has ceased to be a Member, Manager or officer (or other person indemnified hereunder) and shall inure to the benefit of the executors, administrators, legatees and distributees of such person.

14.5 The Company shall have the power to purchase and maintain insurance on behalf of any person who is or was a Member, Manager, officer, employee or agent of the Company, against any liability asserted against such person and

incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Section 14 or under the Act or any other provision of law.

14.6 The provisions of this Section 14 shall be a contract between the Company, on the one hand, and each Member, Manager and officer who serves in such capacity at any time while this Section 14 is in effect and any other person specified pursuant to the penultimate sentence of Subsection 14.1, on the other hand, pursuant to which the Company and each such Member, Manager, officer, or other person intend to be legally bound. No repeal or modification of this Section 14 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

14.7 The Indemnification Rights shall be enforceable by any person entitled to Indemnification in any court of competent jurisdiction. The burden of proving that Indemnification is not appropriate shall be on the Company. Neither the failure of the Company (including its Board, its independent legal counsel and the Member) to have made a determination prior to the commencement of such action that Indemnification is proper in the circumstances nor an actual determination by the Company (including its Board, its independent legal counsel and the Member) that such person is not entitled to Indemnification shall constitute a defense to the action or create a presumption that such person is not so entitled. Such a person shall also be indemnified for any expenses incurred in connection with successfully establishing his or her right to Indemnification, in whole or in part, in any such proceeding.

15. Limitations on the Company's Activities.

15.1 Except as otherwise required by law, the Member must not, directly or indirectly, amend, alter, circumvent, change or repeal: (i) the definition of Independent Manager; (ii) any provision of this Agreement requiring that the Board of the Company have at least two Independent Managers; or (iii) any of the provisions of Section 10, Section 12, Section 17 or this Section 15, in each case, without the unanimous written consent of the Board (including all Independent Managers); provided, however, that the unanimous written consent of the Board shall not be required to the extent such amendment, alteration or change is made in compliance with Section 2 of the Separateness Agreement.

15.2 The Company may not take, and none of the Member, the Board, any officer or any other Person is authorized or empowered to take or to permit the Company to take, without the prior unanimous written consent of the Member and the Board (including all Independent Managers), any Bankruptcy Action, notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Member, the Board, any officer or any other Person. The Board may not vote on, or authorize the taking of, any Bankruptcy Action, unless there are at least two Independent Managers then serving in that capacity present at such vote or authorization. The Independent Managers will be required to consider the interests of

the creditors of the Company (including, to the extent they are creditors of the Company, the Agent and the Sellers) when making decisions pertaining to the Company.

15.3 Unless otherwise agreed to by the unanimous approval of the Independent Managers, the Company will, and the Board and the Member must cause the Company to, do or cause to be done all things necessary to preserve and keep in full force and effect its existence; provided, however, that, notwithstanding the foregoing, the Company shall be permitted to consummate any consolidation, merger or combination (including by dividend) in compliance with Section 2 of the Separateness Agreement.

15.4 The Company may not, and the Board must not cause or permit the Company to, engage in any dissolution or liquidation or cancel its Certificate of Formation without the unanimous approval of the Independent Managers; provided, however, that, notwithstanding the foregoing, the Company shall be permitted to consummate any consolidation, merger or combination (including by dividend) in compliance with Section 2 of the Separateness Agreement.

15.5 The Company may not, and the Board must not cause or permit the Company to, engage in any consolidation, merger or combination (including by dividend) other than in compliance with Section 2 of the Separateness Agreement.

15.6 The Member may assign its limited liability company interest in the Company so long as, prior to such assignment, such assignee enters into a counterpart of this Agreement, as amended, and a Separateness Agreement with Agent and Sellers and the other Persons listed as a party thereto in substantially the form of Exhibit J to the Purchase Agreement, in each case in accordance with Section 12.

16. Dissolution. Subject to Section 15.4, the Company shall be dissolved upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of the Member or upon the written consent of the Member. If the Company is dissolved, the Company shall be liquidated and wound up in accordance with the Act.

17. Certain Definitions. As used in this Agreement, the following terms shall have the following meanings (with terms defined in the singular having comparable meanings when used in the plural and vice versa), unless the context otherwise requires:

“Affiliate” has the meaning assigned to such term in the Purchase Agreement.

“Agent” means Sprint Spectrum L.P., as agent for the Persons identified on the signature pages to the Purchase Agreement as Sellers.

“Bankruptcy” means, with respect to any Person, if the Person: (i) makes an assignment for the benefit of creditors; (ii) files a voluntary petition in bankruptcy; (iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation; (v)

files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature; (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties; or (vii) if 120 days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without the Person's consent or acquiescence of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of the stay, the appointment is not vacated. The foregoing definition of "Bankruptcy" replaces and supersedes the definition of "Bankruptcy" under Sections 18-101(1) and 18-304 of the Act.

"Bankruptcy Action" means: (i) commencing any case, proceeding or other action on behalf of the Company under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, relief from debts or the protection of debtors generally; (ii) instituting proceedings to have the Company adjudicated as bankrupt or insolvent; (iii) consenting to or in any way colluding with the institution of bankruptcy or insolvency proceedings against the Company; (iv) filing a petition or consenting to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Company or its debts under any federal or state law relating to bankruptcy or insolvency; (v) seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or similar official for the Company or a substantial portion of its properties; (vi) making any assignment for the benefit of the Company's creditors; (vii) admitting in writing the Company's inability to pay its debts generally as they become due; or (viii) taking any action in furtherance of any of the foregoing.

"Independent Manager" means a Manager of the Company who is a natural person and is not at the time of initial appointment, has not been at any time during the three years preceding the appointment and will not be during the continuation of his or her service as an Independent Manager: (i) an equityholder of Buyer's outstanding voting securities (other than a de minimis number of shares held through a mutual fund), director (other than in his or her capacity as an Independent Manager of the Company), officer, employee, member, manager, attorney or partner of the Company or any Affiliate of the Company; (ii) a customer of, supplier to, or other Person who derives more than 1% of its purchases or revenues from its activities with the Company or any Affiliate of the Company; (iii) a Person controlling or under common control with any such equityholder, director, officer, employee, attorney, partner, member, manager, customer, supplier or other Person; or (iv) a member of the immediate family of any such equityholder, director, officer, employee, member, manager, partner, attorney, customer, supplier or other Person.

"Person" means any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization, including, without limitation, a governmental authority.

"Purchase Agreement" means that certain Purchase and Sale Agreement, dated as of July 23, 2008 (as amended, modified, and supplemented from time to time), by and among TowerCo Acquisition LLC, a Delaware limited liability company ("Buyer"), each of the Tower Entities that becomes a party thereto, the Persons identified on the signature pages thereto as Sellers (the "Sellers"), and Agent.

"Separateness Agreement" means that certain Separateness Agreement, dated as of September __, 2008 (as amended, modified, and supplemented from time to time), by and among Buyer, TowerCo II Holdings LLC, each of the Tower Entities, the Persons identified on the signature pages thereto as Sellers, and Agent.

"Tower Entity" means each of the Tower Entities that becomes a party to the Purchase Agreement in accordance with Section 11.3 of the Purchase Agreement.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (other than its rules of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby).

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

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

TOWERCO ACQUISITION LLC

By: 
Name: **Richard J. Byrne**
Title: **President**

TOWERCO ASSETS LLC

By: TOWERCO ACQUISITION LLC,
as Member

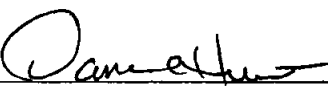
By: 
Name:
Title: **Daniel Hunt**
Vice President and CFO

Exhibit A

Officers

Name

Office

Richard Byrne

President, Chief Executive
Officer

Scot Lloyd

Chief Operating Officer

Daniel Hunt

Secretary, Chief Financial
Officer

Schedule I

Initial Board of Managers

Richard Byrne – Manager
David Wassong – Manager
Waldemar R. Szlezak – Manager
Lawrence B. Sorrel – Manager
Adam F. Stulberger – Manager
Troy Scheer – Manager
William McGrath – Manager
James Collins – Manager
Jonathan Berger – Manager
Michelle A. Dreyer – Independent Manager
Cheryl A. Tussie – Independent Manager