8/24/09 11:28:04
DK P BK 133 PG 453
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by:
Tower Development Corporation
Christian A. Farmakis, Esq.
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 8th Floor
Pittsburgh, PA 15222
(412)394-5400

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

TRANSFER RESTRICTION NOTICE REGARDING TDC FACILITIES AND TDC STOCK

17

This document prepared by Christian A. Farmakis.
~~Upon Recordation, return to~~:
Tower Development Corporation
c/o Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
ATTN: Christian A. Farmakis

TRANSFER RESTRICTION NOTICE REGARDING TDC FACILITIES AND TDC STOCK

THIS TRANSFER RESTRICTION NOTICE REGARDING TDC FACILITIES AND TDC STOCK (this "Transfer Restriction Notice") is hereby made and executed as of the 23 day of July, 2009 by **TOWER DEVELOPMENT CORPORATION ("TDC"), a Maryland corporation** having a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, PA 15317 **FOR THE BENEFIT OF THE FOLLOWING ENTITIES: Crown Castle International Corp., a Delaware corporation ("CCIC"), Crown Castle USA Inc., a Pennsylvania corporation ("Crown USA") and Crown Castle BP ATT LLC, a Delaware limited liability company ("Crown BP," and together with CCIC and Crown USA, collectively, "Crown").**

RECITALS

WHEREAS, TDC and Chester Carter and his wife, Chestine Cook Carter, having a mailing address of 3068 Hwy 305, Olive Branch, Mississippi 38654 (collectively "Landlord") are parties to that certain Option and Lease Agreement dated July 29, 2008 (the "Lease Agreement"); and

WHEREAS, the property leased by TDC pursuant to the Lease Agreement is a portion of Landlord's property located at Olive Branch, Mississippi as shown on the Tax Map of the County of Desoto as Tax Parcel Number 2-06-5-15-013.00, and in the deed recorded with the Desoto County Chancery Clerk's Office at Deed Book 58, Page 206 (the "Leased Premises"); and

WHEREAS, to evidence that TDC is a party to the Lease Agreement, TDC recorded that certain Assignment and Assumption of Site Lease at Deed Book 132, Page 9; and

WHEREAS, on the Leased Premises, TDC has or will construct a wireless communication facility consisting of a Tower Structure and its related: (a) Tower Site

(including the Leased Premises); (b) all Tower Related Assets; and (c) all rights under all applicable Governmental Permits held with respect to the ownership or use of such Tower Structure (the "TDC Facility"); and

WHEREAS, TDC, Crown and other parties thereto executed that certain Amended and Restated Tower Facility Development and Acquisition Agreement effective as of May 29, 2009 (the "Tower Facility Agreement"); and

WHEREAS, pursuant to Article 9 of the Tower Facility Agreement, (a) TDC and its parent company and any holding companies, if applicable, (collectively, the "Parent Companies") agreed not to directly or indirectly, voluntarily or involuntarily, whether by contract, operation of Law or otherwise, grant, convey, sell, assign, transfer, deliver or otherwise dispose of the TDC Facility or engage or participate in a Change in Control Event with respect to TDC; and (b) the Parent Companies agreed not to directly or indirectly, voluntarily or involuntarily, whether by contract, operation of Law or otherwise, grant, convey, sell, assign, transfer, deliver or otherwise dispose of any TDC Stock or engage or participate in a Change in Control Event with respect to TDC (hereinafter referred to as the "Transfer Restrictions"); and

WHEREAS, TDC desires to record this Transfer Restriction Notice for the benefit of Crown to inform all third parties, persons and entities that the Transfer Restrictions exist.

NOW, THEREFORE, for and in consideration of the good and valuable consideration set forth in the Tower Facility Agreement, TDC hereby acknowledges and agrees 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. Transfer Restrictions. TDC HEREBY ACKNOWLEDGES AND AGREES THAT THE TDC FACILITY IS HEREBY SUBJECT TO, AND ENCUMBERED BY, THE TRANSFER RESTRICTIONS. ANY ATTEMPTED TRANSFER OF THE TDC FACILITY, THE TDC STOCK (OR A CHANGE IN CONTROL THAT HAS THE SAME EFFECT) SHALL BE NULL, VOID AND OF NO FORCE OR EFFECT UNLESS SUCH TRANSFER IS PERMITTED BY, AND IN FULL COMPLIANCE WITH, THE EXPRESS PROVISIONS OF ARTICLE 9 OF THE TOWER FACILITY AGREEMENT.

3. Timeframe and Notice. The Transfer Restrictions became effective as of May 29, 2009 and may continue as late as March 30, 2016. The Transfer Restrictions may terminate or expire earlier than March 30, 2016, if (a) certain conditions or events outlined in the Tower Facility Agreement are satisfied or occur, or (b) a proposed transaction that is expressly permitted pursuant to the express terms of Article 9 of the Tower Facility Agreement is consummated.

TDC Site Name: MEM Cedarview

TDC Site Number: 8

Site Name: MEM Cedarview
AT&T Site Number: 290P00288
Crown BU#: 807668

Any and all questions concerning the Transfer Restrictions should be simultaneously directed to both of the following persons:

ATTN: Christian A. Farmakis
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

ATTN: Taylor J. Hart
Ropes & Gray LLP
One International Place
Boston, MA 02110

4. No Additional Rights. This Transfer Restriction Notice is for notice purposes only. It has been prepared solely to provide notice to all third party persons and entities that the Transfer Restrictions contained in the Tower Facility Agreement exist. To that end, this Transfer Restriction Notice is intended to restate, confirm and reaffirm the Transfer Restrictions set forth in the Tower Facility Agreement. Nothing in this Transfer Restriction Notice shall modify, expand or limit any of the rights or obligations of TDC or Crown that are set forth in the Tower Facility Agreement. In addition, this Transfer Restriction Notice shall not in any way restrict the Landlord's ability to grant, convey, sell, assign, transfer, deliver or otherwise dispose of their fee simple interest in their property (unless otherwise restricted or conditioned in the Lease Agreement).

5. Beneficiary. TDC entered into the Transfer Restrictions voluntarily and for the benefit of Crown. Upon the breach by TDC or any third party persons or entities, Crown may enforce the Transfer Restrictions against TDC (subject to any limitations set forth in the Tower Facility Agreement) and such third party persons or entities. This Transfer Restriction Notice is not intended to confer upon any Person, other than Crown, any rights or remedies with respect to the Transfer Restrictions or this Transfer Restriction Notice.

6. Power of Attorney. Crown USA is authorized to execute this Transfer Restriction Notice on behalf of TDC in accordance with the rights granted to it by TDC pursuant to that certain Limited Power of Attorney dated as of July 1, 2009, a copy of which is attached hereto as **Exhibit A** and made a part hereof. The applicable recordation office and any third party persons or entities are entitled to accept and rely on the Limited Power of Attorney as proof that Crown USA is duly authorized to execute this Transfer Restriction Notice for and on behalf of TDC. As of the effective date of this Transfer Restriction Notice, the Limited Power of Attorney is in full force and effect and has not been revoked by TDC.

[Signature page to follow]

F:\A-F\C2713\0100043 - Berkshire Partners\Docs\Restrictions on Transfer of TDC Facilities and Stock\MEM Cedarview - Restrictions on Transfer of TDC Faciliites and Stock - 6.29.09.doc

TDC Site Name: MEM Cedarview

TDC Site Number: 8

Site Name: MEM Cedarview
AT&T Site Number: 290P00288
Crown BU#: 807668

IN WITNESS WHEREOF, TDC has executed this Transfer Restriction Notice as of the date and year first written above.

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~~ Kimberly Thomas KAT, a Notary Public within and for the State aforesaid, duly commissioned and acting, do hereby certify that on this 23 day of July, 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 Transfer Restriction Notice Regarding TDC Facilities and TDC Stock, 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 and execute documents 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.

Kimberly A Thomas
Notary Public

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

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

KIMBERLY A. THOMAS COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

TDC Site Name: MEM Cedarview

TDC Site Number: 8

Site Name: MEM Cedarview
AT&T Site Number: 290P00288
Crown BU#: 807668

EXHIBIT A

Limited Power of Attorney dated July 1, 2009 by TDC in favor of Crown USA, Crown BP, PR TDC LLC, Crown Castle Puerto Rico Corp. and Crown Subtenant

TDC Site Name: MEM Cedarview

TDC Site Number: 8

Site Name: MEM Cedarview
AT&T Site Number: 290P00288
Crown BU#: 807668

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, 8th 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: Kaitrin McDonagh

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

Kelley Morrissey
Print Name: Kelley Morrissey

NOTARIAL AFFIDAVIT

COMMONWEALTH OF MASSACHUSETTS :
: SS:
COUNTY OF SUFFOLK :

I, B. Lynne Ball, 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 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.

B. Lynne Ball
Notary Public

My Commission Expires

B. LYNNE BALL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 21, 2013

[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

Kaitrin McDonagh
Print Name: Kaitrin McDonagh

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

Kelley Morrissey
Print Name: Kelley Morrissey

NOTARIAL AFFIDAVIT

COMMONWEALTH OF MASSACHUSETTS :
: SS:
COUNTY OF SUFFOLK :

I, B. Lynne Ball, 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.

B. Lynne Ball
Notary Public

My Commission Expires

B. LYNNE BALL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 21, 2013

[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:

Sally Dioguardi
Print Name: Sally Dioguardi

Michelle Salisbury
Print Name: Michelle Salisbury

CROWN CASTLE USA INC.

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

NOTARIAL AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF WASHINGTON :

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.

Sheila Osborne
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

[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:

Sally Dioguardi
Print Name: Sally Dioguardi

Michelle Salisbury
Print Name: Michelle Salisbury

CROWN CASTLE PUERTO RICO CORP.

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

NOTARIAL AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF WASHINGTON :

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.

Sheila Osborne
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

[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:

Sally Dioguardi
Print Name: Sally Dioguardi

Michelle Salisbury
Print Name: Michelle Salisbury

CROWN CASTLE BP ATT LLC

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

NOTARIAL AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF WASHINGTON :

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.

Sheila Osborne
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

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