

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): June 9, 1999

Crown Castle International Corp.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other
Jurisdiction of
Incorporation)

0-24737
(Commission File
Number)

76-0470458
(IRS Employer
Identification
Number)

510 Bering Drive
Suite 500
Houston, TX 77057
(Address of Principal Executive Office)

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

Item 2. Acquisition or Disposition of Assets

On June 2, 1999, Crown Castle International Corp. ("CCIC") acquired 619 wireless communications towers from Powertel, Inc., Powertel Atlanta Towers, LLC, Powertel Birmingham Towers, LLC, Powertel Jacksonville Towers, LLC, Powertel Kentucky Towers, LLC and Powertel Memphis Towers, LLC (collectively "Powertel") for approximately \$262.0 million in cash pursuant to the Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of March 15, 1999 between CCIC and Powertel, and as amended by the Closing Memorandum (the "Closing Memorandum") dated June 2, 1999. Pursuant to the Asset Purchase Agreement, Powertel will continue to lease space on the towers for ten years, with the option to renew such lease for three additional five-year terms. CCIC will receive revenue of \$1,800 per month per tower from Powertel as anchor tenant, subject to a 15 percent rent increase on each fifth anniversary of the agreement up to an amount that is 115 percent of the rent paid during the preceding five year period.

In addition, pursuant to a letter agreement (the "Letter Agreement") dated June 2, 1999 between CCIC and Powertel, CCIC will acquire 31 additional tower sites which are existing Powertel sites or sites in the process of being constructed. The transaction contemplated by the Letter Agreement is expected to close on or before December 2, 1999. Tower space on such towers will be leased to Powertel at \$1,800 per month on the same terms as the towers acquired pursuant to the Asset Purchase Agreement. The Letter Agreement further includes an exclusive build-to-suit arrangement through December 31, 2000. Powertel will lease space on these new build-to-suit towers at \$1,500 per month and otherwise on the same terms as the acquired Powertel towers. CCIC will also provide antenna installation for Powertel on all build-to-suit sites and in-progress sites subject to any existing antenna installation agreements Powertel has with respect to certain sites.

Item 5. Other Events

On June 7, 1999, CCIC announced that it closed its first transaction with BellSouth Corporation pursuant to the Letter of Agreement between CCIC and BellSouth Mobility Inc. dated March 5, 1999 (and incorporated herein by reference to the exhibit previously filed by CCIC on Form 8-K dated March 8, 1999). This closing involved wireless communications towers located in Kentucky and Indiana and was part of several closings to be completed in CCIC's previously announced 1,850 tower transaction with BellSouth Mobility Inc. and certain of its affiliates.

Item 7. Financial Statements and Exhibits

- (a) Financial statements of business acquired.

Certain of the required financial statements are not included in this Current Report on Form 8-K pursuant to Instruction (a)(4) of Item 7 and will be filed separately when available. The following financial statements of Powertel Tower Operations, together with the independent auditors report on certain of such financial statements, are incorporated by reference to the financial statements of Powertel Tower Operations contained in the Company's Registration Statement on Form S-1, File No. 333-74553:

- (1) Statement of Net Assets as of December 31, 1998
- (2) Statement of Revenues and Direct Expenses for the year ended December 31, 1998
- (3) Notes to Financial Statements as of and for the year ended December 31, 1998

(b) Pro forma financial information

Certain of the required financial statements are not included in this Current Report on Form 8-K pursuant to Instruction (a)(4) of Item 7 and will be filed separately when available. The following unaudited pro forma condensed consolidated financial statements, together with the introductory language thereto, are incorporated by reference to the Unaudited Pro Forma Condensed Consolidated Financial Statements contained in the Company's Registration Statement on Form S-1, File No. 333-74553:

- (1) Unaudited Pro Forma Condensed Consolidated Statement of Operations for the Year Ended December 31, 1998
- (2) Notes to Unaudited Pro Forma Condensed Consolidated Statement of Operations
- (3) Unaudited Pro Forma Condensed Consolidated Balance Sheet as of December 31, 1998
- (4) Notes to Unaudited Pro Forma Condensed Consolidated Balance Sheet

(c) Exhibits

Exhibit No. -----	Description -----
2.1	Asset Purchase Agreement dated March 15, 1999 among Crown Castle International Corp., CCP Inc., Powertel

Exhibit No.	Description
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	Atlanta Towers, LLC, Powertel Birmingham Towers, LLC, Powertel Jacksonville Towers, LLC, (Powertel Kentucky Towers, LLC), Powertel Memphis Towers, LLC and Powertel, Inc. (Incorporated by reference to the exhibit previously filed by the registrant on Form 8-K (Registration No. 0-24737) dated March 15, 1999)
2.2	Closing Memorandum dated June 2, 1999, relating to the closing of the transaction contemplated by the Asset Purchase Agreement (Exhibit No. 2.1) and amending and supplementing the Asset Purchase Agreement, among Powertel, Inc., Powertel Atlanta Towers, LLC, Powertel Birmingham Towers, LLC, Powertel Jacksonville Towers, LLC, Powertel Kentucky Towers, LLC, Powertel Memphis Towers, LLC, and Crown Castle PT Inc.
2.3	Letter Agreement dated June 2, 1999 among Powertel, Inc., Powertel Atlanta Towers, LLC, Powertel Birmingham Towers, LLC, Powertel Jacksonville Towers, LLC, Powertel Kentucky Towers, LLC, Powertel Memphis Towers, LLC, Powertel/Atlanta, Inc., Powertel/Birmingham, Inc., Powertel/Jacksonville, Inc., Powertel/Kentucky, Inc., Powertel/Memphis, Inc. and Crown Castle International Corp.
23.1	Consent of KPMG LLP
99.1	Agreement to Sublease dated June 1, 1999 by and among BellSouth Mobility Inc., BellSouth Telecommunications Inc., The Transferring Entities, Crown Castle

Exhibit No.	Description
	International Corp. and Crown Castle South Inc.
99.2	Agreement to Build to Suit dated June 1, 1999 by and among BellSouth Mobility Inc., Crown Castle International Corp. and Crown Castle South Inc.
99.3	Sublease dated June 1, 1999 by and among BellSouth Mobility Inc., Certain BMI Affiliates, Crown Castle International Corp. and Crown Castle South Inc.
99.4	Registration Rights Agreement dated June 1, 1999 between BellSouth Mobility Inc. and Crown Castle International Corp.

SIGNATURES

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

Crown Castle International Corp.,

By: /s/ E. Blake Hawk

Name: E. Blake Hawk
Title: Executive Vice President and
General Counsel

Date: June 9, 1999

EXHIBIT INDEX

Exhibit No. Description

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- 2.3 Letter Agreement dated June 2, 1999 among Powertel, Inc., Powertel Atlanta Towers, LLC, Powertel Birmingham Towers, LLC, Powertel Jacksonville Towers, LLC, Powertel Kentucky Towers, LLC, Powertel Memphis Towers, LLC, Powertel/Atlanta, Inc., Powertel/Birmingham, Inc., Powertel/Jacksonville, Inc., Powertel/Kentucky, Inc., Powertel/Memphis, Inc. and Crown Castle International Corp.
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- 99.3 Sublease dated June 1, 1999 by and among BellSouth Mobility Inc., Certain BMI Affiliates, Crown Castle International Corp. and Crown Castle South Inc.

Exhibit No. Description

99.4 Registration Rights Agreement dated June 1, 1999 between
BellSouth Mobility Inc. and Crown Castle International Corp.

CLOSING MEMORANDUM

This Closing Memorandum, dated June 2, 1999, is entered into by and among Powertel, Inc., a Delaware corporation ("Powertel"), Powertel Atlanta Towers, LLC, a Delaware limited liability company ("Atlanta Towers"), Powertel Birmingham Towers, LLC, a Delaware limited liability company ("Birmingham Towers"), Powertel Jacksonville Towers, LLC, a Delaware limited liability company ("Jacksonville Towers"), Powertel Kentucky Towers, LLC, a Delaware limited liability company ("Kentucky Towers"), Powertel Memphis Towers, LLC, a Delaware limited liability company ("Memphis Towers" and, together with Atlanta Towers, Birmingham Towers, Jacksonville Towers and Kentucky Towers, the "Sellers"), Crown Castle International Corp., a Delaware corporation ("CCIC"), and Crown Castle PT Inc., a Delaware corporation (formerly CCP Inc., the "Buyer").

R E C I T A L S

The parties hereto entered into an Asset Purchase Agreement dated as of March 15, 1999 (the "Agreement"). In connection with the closing of the transaction contemplated by the Agreement (the "Closing"), which is occurring simultaneously with the execution of this Closing Memorandum, the parties hereto desire to confirm and memorialize certain agreements and amend and supplement the Agreement in certain respects, all as set forth herein.

In consideration of the premises, the parties hereto agree as follows:

A G R E E M E N T

1. Status of Agreement. Except as set forth herein, the Agreement

shall remain in full force and effect. All capitalized terms used and not defined in this Closing Memorandum shall have the meanings assigned to them in the Agreement. In the event of any conflict as to any matter between the Agreement and this Closing Memorandum, the terms of this Closing Memorandum shall control. In all other respects, this Closing Memorandum shall be considered a supplement to and construed as a part of the Agreement. The disclosure set forth herein and on the exhibits hereto shall be deemed to update and amend all Schedules to the Agreement as of the Closing Date.

2. Eulonia Site. Powertel and Sellers have recently discovered that

certain construction activities at the Eulonia Site (J-GA-095-108) may have resulted in the fill of wetlands without certain necessary approvals and permits from the U.S. Army Corps of Engineers. Powertel and Sellers have evaluated and are continuing to evaluate the situation and are applying to obtain the requisite approvals and permits for such fill activities. Powertel and Sellers agree to use their commercially reasonable efforts for a period of one year following the Closing Date to obtain at their expense a permit from the U.S. Army Corp. of Engineers with respect to past fill activity on wetlands at such site. Notwithstanding such one year limitation, Powertel and Sellers acknowledge that all

Liabilities arising from the fill of wetlands without obtaining the requisite approvals and permits are Retained Liabilities.

3. Certain Sites that Require Consent.

(a) Management Agreement Pending Possible Sale. Attached hereto

as Exhibit A is a list of Tower Sites which CCIC and Buyer desire to

purchase from Powertel and Sellers, but for which certain Required Consents have not been obtained. CCIC and Buyer have paid to Powertel and Sellers a management fee of \$423,077 (the "Management Fee") for each Tower Site listed on Exhibit A. In consideration of the payment

of this Management Fee, which the parties acknowledge and agree is fully earned when paid, Powertel and Sellers hereby agree to pay over to CCIC and Buyer all amounts (whenever received) with respect to the Tower Sites listed on Exhibit A (including rents and other amounts

paid with respect to such Tower Sites) for periods after June 1, 1999 and agree that CCIC and Buyer may exercise all rights with respect to such Tower Sites (including the right to cause Powertel and Seller to accept new tenants upon such site, in accordance with the terms and conditions that govern the Tower Sites sold at the Closing). CCIC and Buyer agree to promptly reimburse Powertel and Sellers for all amounts paid by Powertel and Sellers (whenever paid) for periods after June 1, 1999 with respect to the lease of land at such Tower Sites, and commencing on June 1, 1999, to bear the risk of loss and costs of maintenance, repairs, upkeep, insurance, taxes and other expenses (except for tower monitoring obligations which shall be retained by Powertel or its affiliates for and on behalf of Buyer for a period of six (6) months pursuant to the Master Lease) incurred in connection with such Tower Sites. CCIC and Buyer agree that they shall be responsible for the performance of Powertel's and Sellers' obligations with respect to such Tower Sites to the extent arising or accruing after June 1, 1999 (except for tower monitoring obligations which shall be retained by Powertel or its affiliates for and on behalf of Buyer for a period of six (6) months pursuant to the Master Lease), and the parties hereto agree that they shall comply with the terms of all Contracts relating to such Tower Sites.

(b) Agreement to Sell and Purchase if Consent Obtained. Powertel

and Sellers agree to use their commercially reasonable efforts for a period of one year following the Closing Date to obtain the Required Consents. The parties agree that when all Required Consents are obtained with respect to any Tower Site set forth on Exhibit A, Powertel and Sellers will convey all

of their right, title and interest in such Tower Site to CCIC and Buyer, subject to the terms and conditions upon which other Tower Sites were conveyed by Powertel and Sellers to CCIC and Buyer at the Closing. In that the Management Fee referred to in Section 3(a) above has been paid at Closing with respect to a Tower Site that is being conveyed pursuant to this Section 3(b), the Management Fee shall be considered as, and shall serve as full credit against, the purchase price for the conveyance of such Tower Site.

(c) Option to Sublease. If Required Consents are not obtained

with respect to any Tower Site listed on Exhibit A within 90

days following the Closing Date, upon written request from CCIC to Powertel, the parties hereto agree to negotiate in good faith, to the extent allowed by the Contracts related to such Tower Sites, a sublease arrangement that allows CCIC and Buyer to assume the rights and obligations of ownership of such Tower Site. In that the Management Fee referred to in Section 3(a) above has been paid at Closing with respect to each Tower Site subleased pursuant to this Section 3(c), the Management Fee shall be considered as, and shall serve as full credit against, consideration for such sublease arrangement.

(d) In the event Required Consents are not obtained, and in the event the parties are unable to enter into a sublease arrangement for any of the Tower Sites listed on Exhibit A, the parties shall continue to operate

under Section 3(a) above and shall cooperate as provided in Section 2.4 of the Agreement in furnishing such further assurances as shall fulfill the parties' intention that CCIC and Buyer enjoy and bear the legal and economic benefits, burdens and risk of loss associated with leasing and operating the subject Tower Site from and after June 1, 1999. The parties further acknowledge and agree that in the event the management and sublease arrangements create an unreasonable risk of Default under an applicable Site Lease, either party shall have the right to require a rescission of such arrangement and a refund in full of the Management Fee applicable to the subject Tower Site.

4. Rejected Sites. The parties hereto acknowledge and agree that the

following Tower Sites are Rejected Sites under the Agreement: (i) Pine Mountain (I-GA-072-0008); (ii) Greenway (A-GA-060-0023); (iii) U.S. 278 (J-GA-025-998); (iv) Prattville (B-AL-001-149); (v) Shiloh (N0581); (vi) Heck Road (AN0017A); and (vii) Temple (AS0329C).

5. Acceptance of Certain Defective Sites.

(a) In order to induce CCIC and Buyer to accept the Defective Sites listed on Exhibit B, Powertel and Sellers hereby acknowledge and agree,

with respect to such Defective Sites only, that the following shall constitute Retained Liabilities: any Third Party Claims arising from a Defect constituting an Environmental Condition in existence on any such listed Defective Site as of Closing, whether or not caused by Powertel, the Sellers or their Affiliates. For purposes of this Paragraph 5(a) only, the \$75,000.00 limitation contained in the definition of "Environmental Condition" shall not apply. Powertel and Sellers hereby acknowledge that the term "Person" as used in the definition of "Third Party Claims" includes any Governmental Authority of the appropriate jurisdiction.

(b) In order to induce CCIC and Buyer to accept the Defective Sites listed on Exhibit C, Powertel and Sellers hereby acknowledge and agree,

with respect to such Defective Sites only, that the following shall constitute Retained Liabilities: any Third Party Claims arising from the Defects affecting title to such Defective Sites. Except as set forth herein, CCIC and Buyer shall be deemed to have otherwise waived such Defect at Closing.

(c) The parties hereto acknowledge and agree that acceptance of all other Defective Sites by CCIC and Buyer, other than those Defective Sites listed on Exhibit B and Exhibit C hereto, has occurred in accordance with

the terms, conditions and requirements of the Agreement.

6. Transfer Tax. CCIC and Buyer shall indemnify and hold Powertel and

Sellers harmless from and against any interest or penalties arising from any underpayment of transfer taxes or document stamps due upon recordation of deeds, Assignments and Assumptions of Lease, Site Lease Acknowledgments or other documents executed in connection with the transfer of the Assets pursuant to the Agreement; provided, however, that nothing herein shall limit the obligation of Powertel and Sellers to pay one-half of the transfer taxes or document stamps actually determined to be due and owing upon such recordation as set forth in Section 10.3 of the Agreement. CCIC and Buyer shall have the right to control any audits or proceedings relating to transfer taxes. Powertel and Sellers shall immediately notify CCIC and Buyer of any transfer tax audit or similar matter.

7. Modification of Section 6.3(a). The recitals and Section 6.3(a) of

the Agreement shall be deemed to be modified to reflect that Buyer is a wholly-owned subsidiary of CCIC, and not a wholly-owned subsidiary of Crown Communication Inc.

8. Acceptance of Revised Schedules. Pursuant to Section 4.1(b) of the

Agreement, the parties hereby acknowledge and agree that the Schedules attached hereto as Exhibit D either (i) replace in their entirety the like Schedules

which were attached to the Agreement, and include modifications to such Schedules made by Powertel and Sellers pursuant to Section 4.1(b) of the Agreement or (ii) satisfy the delivery requirements of Section 6.2 of the Agreement.

9. Swap Lease Agreements. The parties acknowledge and agree that

Powertel and Sellers shall not be required to make any payments to Buyer or CCIC pursuant to Section 3.3 of the Agreement.

10. Certain Apportionments. Section 2.7 of the Agreement provides for

the apportionment of certain amounts between Powertel and the Sellers, on the one hand, and CCIC and Buyer, on the other hand. The parties have agreed to make such apportionments as of June 1, 1999, instead of making such apportionments as of the Closing Date, as contemplated by the Agreement. The parties acknowledge that as of June 1, 1999, Powertel has paid rents under the Site Leases for the month of June on behalf of Buyer, subject to reimbursement under Section 2.7 of the Agreement. The

parties also acknowledge that to the extent Powertel shall continue to receive rent payments from third party tenants under Tower Leases relating to such periods after June 1, 1999, Powertel shall remit such payments to CCIC within ten (10) business days of receipt. Other post-closing apportionments will be made in accordance with Section 2.7 of the Agreement. On June 2, 1999, Powertel or its affiliates shall pay the rents due under the Master Lease for each of the Tower Sites subject to Site Lease Acknowledgments thereunder.

11. Press Releases and Public Announcements. Press releases, public

announcements or disclosures made by or on behalf of any party to this Closing Memorandum relating to the Agreement or the transaction contemplated thereby, other than filings made pursuant to the Securities Act of 1933 or the Securities Exchange Act of 1934, must be coordinated with and consented to by Powertel, in the case of a press release, public announcement or disclosure to be made by or on behalf of CCIC or Buyer, or by CCIC, in the case of a press release, public announcement or disclosure to be made by or on behalf of Powertel or Sellers.

12. Assignment and Assumption of Master Site Agreements. Powertel,

Sellers, or their affiliates are parties to the following agreements (collectively, the "Master Agreements"), as landlord, licensor, lessor or owner: (i) Master Site Agreement dated December 8, 1997 between Powertel/Jacksonville, Inc. and BellSouth Mobility Inc. and related site subleases listed on Exhibit E;

(ii) Master Antenna Site Lease Agreement dated March 26, 1998 between Powertel, on behalf of itself and its affiliates, and BellSouth Cellular Corp., on behalf of itself and its affiliates and related site subleases listed on Exhibit F;

(iii) Master Site Agreement dated March 15, 1999 between Powertel and PageNet, Inc. and related site subleases listed on Exhibit G; and (iv) Master Fee Payment

and Parity Agreement dated February 28, 1998 between Powertel/Birmingham, Inc. and ALLTEL Communications, Inc. and related tower site agreements listed on

Exhibit H (the "ALLTEL Parity Agreement"). The Tower Sites listed on Exhibits

E, F, G and H hereto are referred to as the "Covered Sites." CCIC and Buyer

acknowledge that they have received copies of the Master Agreements and all Tower Leases related to the Covered Sites that are subject to the Master Agreements. Powertel and the Sellers hereby assign all of their rights, privileges and obligations as landlord, licensor, lessor or owner that relate to the Covered Sites under the Master Agreements to Buyer, and Buyer accepts such assignment. Buyer hereby assumes all covenants, agreements, conditions and obligations of Powertel and the Sellers as landlord, licensor, lessor or owner that relate to the Covered Sites under the Master Agreements to the extent they first accrue or first become performable after June 1, 1999. Buyer agrees to perform and observe all of such covenants, agreements, conditions and obligations as landlord, licensor, lessor or owner that relate to the Covered Sites under the Master Agreements just as if Buyer had signed the Master Agreements, commencing as of June 1, 1999. Buyer will not be liable for any breach, act or omission of Powertel or the Sellers under the Master Agreements occurring prior to June 1, 1999, which are Retained Liabilities under the Agreement. The parties acknowledge that the Master Agreements, as supplemented hereby, shall remain in full force and effect. As regards the ALLTEL Parity Agreement, Powertel hereby

represents and warrants to CCIC and Buyer that (i) the monthly rent payable by ALLTEL Communications, Inc. under the tower site agreements listed on Exhibit H is \$2,000 per site; (ii) neither Powertel nor its affiliates have collocated as licensees on any sites which are the subject of the ALLTEL Parity Agreement; and (iii) neither Powertel nor its affiliates will enter into any future tower site agreements with ALLTEL Communications, Inc. which will be subject to the provisions of the ALLTEL Parity Agreement.

13. Memoranda of Agreement. CCIC and Buyer hereby acknowledge that

Powertel has satisfied its obligation under Section 4.1(h) of the Agreement to obtain and record all but 30 or fewer Site Leases or memoranda thereof. Attached hereto as Exhibit I is a listing of the Site Leases that have not been

recorded, and that do not have memoranda thereof which are recorded. Powertel and its affiliates (including Sellers) shall cooperate after Closing in executing documents prepared by CCIC and Buyer to provide record evidence of Buyer's interest in the Sites, unless recordation of such evidence is prohibited under the applicable Site Leases. CCIC and Buyer agree to execute and deliver Memoranda of Agreements, if any, obtained by Powertel or Sellers after the Closing, and to facilitate the filing of Memoranda of Agreements with respect to the unrecorded sites after the Closing.

14. Governing Law. This Closing Memorandum and all rights and duties of

the parties arising from this Closing Memorandum shall be governed by, construed and enforced in accordance with the laws of the State of Georgia without regard to the principles of conflicts of laws.

15. Facsimile Signature; Counterparts. This Closing Memorandum may be

validly executed by either original or facsimile signature, in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

16. Successors and Assigns. This Closing Memorandum shall be binding

upon, and inure for the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Closing Memorandum this 2nd day of June, 1999.

POWERTEL:

Powertel, Inc.

By: /s/ Rodney D. Dir

Its: Chief Operating Officer

Name: Rodney D. Dir

SELLERS:

Powertel Atlanta Towers, LLC
Powertel Birmingham Towers, LLC
Powertel Jacksonville Towers, LLC
Powertel Kentucky Towers, LLC
Powertel Memphis Towers, LLC

By: /s/ Jill F. Dorsey

Their: Vice-President & General Counsel

Name: Jill F. Dorsey

CCIC:

Crown Castle International Corp.

By: /s/ John L. Gwyn

Its: Executive Vice President

Name: John L. Gwyn

BUYER:

Crown Castle PT Inc.

By: /s/ John L. Gwyn

Its: Executive Vice President

Name: John L. Gwyn

CROWN CASTLE INTERNATIONAL CORP.
CROWN CASTLE PT INC.
510 BERING, SUITE 500
HOUSTON, TEXAS 77057

June 2, 1999

Powertel, Inc.
Powertel Atlanta Towers, LLC
Powertel Birmingham Towers, LLC
Powertel Jacksonville Towers, LLC
Powertel Kentucky Towers, LLC
Powertel Memphis Towers, LLC
Powertel/Atlanta, Inc.
Powertel/Birmingham, Inc.
Powertel/Jacksonville, Inc.
Powertel/Kentucky, Inc.
Powertel/Memphis, Inc.
1233 O. G. Skinner Drive
West Point, Georgia 31833
Attention: Allen E. Smith and Jill F. Dorsey, Esq.

RE: Acquisition of Certain Tower Sites; Build-To-Suit Agreement

Dear Mr. Smith and Ms. Dorsey:

Reference is made to that certain Asset Purchase Agreement dated March 15, 1999 by and among Crown Castle International Corp., a Delaware corporation ("CCIC"), CCP Inc. (now known as Crown Castle PT Inc.), a Delaware corporation

(the "Buyer"), Powertel Atlanta Towers, LLC, Powertel Birmingham Towers, LLC,

Powertel Jacksonville Towers, LLC, Powertel Kentucky Towers, LLC, and Powertel Memphis Towers, LLC, each a Delaware limited liability company (collectively the "Sellers" and each individually a "Seller"), and Powertel, Inc., a Delaware

corporation ("Powertel") (the "Agreement"). The closing of the transactions

contemplated by the Agreement has taken place. The parties to the Agreement desire to evidence certain additional understandings and agreements as set forth in this letter agreement. The parties acknowledge that the closing of the transaction contemplated by the Agreement was not contingent in any way upon the parties entering into this letter agreement.

This letter agreement will serve to set forth the terms and conditions under which (i) Buyer shall acquire from Powertel, the Sellers and certain Powertel Affiliates all of their respective right, title and interest in and to certain tower sites, structures and certain related assets, (ii) CCIC and/or Buyer or their affiliates (which shall be subsidiaries of CCIC and/or Buyer) shall have the right, on behalf of Powertel, the Sellers or the Powertel Affiliates, as the case may be, to acquire certain tower sites and construct certain tower structures thereon on a turnkey basis, (iii) CCIC and/or Buyer or their affiliates (which shall be subsidiaries of CCIC and/or Buyer) shall perform for a fee certain antenna installation work on behalf of the Powertel Affiliates, and (iv) pursuant to the Master Lease, the Powertel Affiliates shall lease space from Buyer at the tower sites and on the tower structures described in subparagraphs (i) and (ii) above. The parties anticipate that all tower sites affected by this letter agreement shall be sites which are leased from ground lessors. All references to the sale and purchase of sites shall refer to the assignment for value of leasehold interests in such sites together with the sale of tower structures and related assets located thereon or related thereto.

The parties propose to effect the contemplated transactions described in this letter agreement generally in the manner and on the terms outlined herein, but intend to negotiate and enter into more definitive documentation. Nevertheless, it is the intention of the parties that this letter agreement shall constitute a legally binding contract, subject to the conditions and contingencies set out herein. In this connection, the parties agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined

shall have the respective meanings ascribed to them in the Agreement. The following defined terms when used herein, unless the context clearly indicates otherwise, shall have the meanings indicated.

a. "Acceptance Notice" shall mean written notification to Powertel

and the Sellers that CCIC and the Buyer have reviewed the Due Diligence Materials with respect to the Site in question and have elected to acquire the Site as a Purchase Site.

b. "Antenna Installation Specifications" shall mean the Build-to-Suit

Installation Services set out in Schedule A.

c. "Build Notice" shall mean written notification to Powertel and the

Sellers that CCIC and the Buyer have elected to accept a Proposal and to build the Site subject to the Proposal under the Build-to-Suit Agreement. The Build-to-Suit Agreement shall not be effective, and a Transition Site may not be the subject of a Build Notice, until the earlier of (i) December 2, 1999, (ii) such time as Powertel and the Sellers have received a combined total of thirty-one (31) Acceptance Notices, or (iii) the date upon which all Existing Sites and Transition Sites have been the subject of Acceptance Notices or Rejection Notices.

d. "Build-to-Suit Agreement" shall mean the Build-To-Suit Agreement

that is contemplated by paragraph 3 to be entered into by certain of the parties.

e. "Build-to-Suit Sites" shall mean the sites which are acquired and

constructed by Buyer pursuant to the Build-to-Suit Agreement. Build-to-Suit Sites may include (i) Transition Sites which are not acquired as Purchase Sites and which are not Rejected Sites and (ii) sites subject to Elective Exclusion Notices.

f. "Cure Notice" shall mean written notification to CCIC and Buyer

that sets forth (i) the curative measures that Powertel and Sellers have taken to cure a Defect, or (ii) the designation, in Powertel's sole discretion, of any Liabilities related to an uncured Defect as Retained Liabilities and the indemnification of CCIC and Buyer with respect thereto.

g. "Defect" shall have the meaning given to such term by the parties

under the Agreement with specific reference to the type and severity of Defect illustrated on Schedule 1.2 of the Agreement and the specific language approved in Section 2.10 of the Agreement as to Defects identified from Missing Information furnished with respect to Incomplete Sites, and shall specifically include a failure to meet the Minimum Requirements.

h. "Defect Notice" shall mean written notification to Powertel and

the Sellers that in the reasonable opinion of CCIC and the Buyer, the Due Diligence Materials reveal a Defect with accompanying information regarding the Defect and what curative matters, if any, would be necessary in order to cure the Defect.

i. "Defect Sites" shall mean Sites which are the subject of a Defect

Notice.

j. "Due Diligence Materials" shall have a meaning as mutually agreed

upon by the parties in the definitive documentation.

k. "Elective Exclusion Notice" shall mean any of the written

notifications given to Powertel and the Sellers as to a total of no more than five (5) Transition Sites pursuant to paragraph 4(c), which notice shall provide that CCIC and Buyer have elected not to treat a Transition Site as a Purchase Site or as a Rejected Site, and desire for such site to be subject to a Proposal.

l. "Existing Equipment" shall mean the antennas and related cabling

and transmission and other equipment, if any, of the Powertel Affiliates
which may be located at the Sites.

m. "Existing Sites" shall mean all right, title and interest of

Powertel and each of the Sellers in the telecommunication towers and
appurtenant sites set out in Schedule B, together with all rights and

appurtenances pertaining thereto, including land, buildings, tower
structures and other improvements located thereon, all personal property,
all ground leases, all third-party tenant leases and other contracts and
books and records in connection therewith; provided, however, the Existing
Sites will not include any Existing Equipment located thereon.

n. "Minimum Requirements" shall have the meaning set forth in

paragraph 4(c).

o. "Notice of Inadequate Cure" shall have the meaning set forth in

paragraph 4(d).

p. "Offer Notice" shall have the meaning set forth in paragraph

4(c).

q. "Powertel Affiliates" shall mean Powertel/Atlanta, Inc.,

Powertel/ Birmingham, Inc., Powertel/Jacksonville, Inc., Powertel/Kentucky,
Inc. and Powertel/ Memphis, Inc.

r. "Proposal" shall mean a written proposal for CCIC or its

designated affiliate to construct a Build-to-Suit Site pursuant to the
Build-to-Suit Agreement.

s. "Purchase Agreement" shall mean the Asset Purchase Agreement to

be entered into substantially in the form of, and with terms consistent
with, the Agreement, as provided in paragraph 4.

t. "Purchase Sites" shall mean those Transition Sites and/or

Existing Sites to be purchased by CCIC or Buyer pursuant to the Purchase
Agreement.

u. "Rejected Site" shall mean a Site which is the subject of a

Rejection Notice.

v. "Rejection Notice" shall mean written notification by Powertel to

CCIC and Buyer that Powertel and the Sellers have elected not to issue a
Cure Notice with respect to the Site in question, have elected to exclude
such Site as a potential Purchase

Site and a Build-to-Suit Site and, if applicable, have elected to offer another site to Buyer in lieu of such site pursuant to paragraph 4(e) hereof.

w. "Sites" shall mean the Existing Sites, the Transition Sites and

the Build-to-Suit Sites.

x. "Transition Sites" shall mean all right, title and interest of

Powertel and the Sellers in the telecommunication sites set out in Schedule

C, together with all rights and appurtenances pertaining thereto, including
-
land, buildings, tower structures and other improvements located or to be
located thereon, all personal property, all ground leases, all third-party
tenant leases and other contracts and books and records in connection
therewith; provided, however, the Transition Sites will not include any
Existing Equipment located thereon.

2. Antenna Installation. Subject to the last sentence of this paragraph

2, CCIC or a designated affiliate of CCIC shall have the right to perform all initial antenna installations required by the Powertel Affiliates at the Build-to-Suit and Transition Sites for an installation fee of \$30,000 per site. Such fee will cover the services described in the Antenna Installation Specifications. The parties hereto acknowledge that Powertel, the Sellers and/or the Powertel Affiliates may have made commitments prior to the date of this letter agreement to allow others to perform services that consist of or include the services described in the Antenna Installation Specifications at certain Build-to-Suit or Transition Sites, and, in such event, neither CCIC nor its designated affiliate shall have the right to perform the services described in the Antenna Installation Specifications at any such Transition Site or Build-to-Suit Site.

3. Build-to-Suit Agreement. Based upon their projected business needs,

Powertel has informed CCIC that it (on behalf of itself, the Sellers and the Powertel Affiliates) expects to require at least forty (40) greenfield tower sites (inclusive of the Transition Sites) prior to December 31, 2000. The parties agree to negotiate the form of and execute the Build-to-Suit Agreement upon the terms and conditions set out herein and other mutually acceptable or customary terms and conditions. The Build-to-Suit Agreement shall include provisions covering the following matters:

a. During the period commencing upon the effectiveness of the Build-to-Suit Agreement and ending on December 31, 2000, Powertel (together with the Sellers and the Powertel Affiliates) shall provide CCIC or its designated affiliate with not less than forty (40) Proposals. Each such Proposal shall be accepted or rejected by CCIC within the time periods and as otherwise provided in the Build-to-Suit Agreement. Transition Sites that are rejected pursuant to a Rejection Notice under the Purchase Agreement shall

not be counted toward, and shall not reduce, the number of Proposals that Powertel and the Sellers are required to provide under the Build-to-Suit Agreement.

b. Each Transition Site which has not been rejected pursuant to a Rejection Notice under the Purchase Agreement and is not a Purchase Site upon the Closing Date (as defined in paragraph 4(f) below), including Transition Sites that are subject to Elective Exclusion Notices, shall be the subject of a Proposal. Other future sites identified by Powertel, the Sellers or the Powertel Affiliates shall also be the subject of Proposals from time to time as set forth in paragraph 3(f) below. Each site which is the subject of a Proposal that is accepted by CCIC shall become a Build-to-Suit Site and shall be subject to the terms, provisions and conditions of the Build-to-Suit Agreement.

c. All site acquisition work, including zoning and permitting, and all tower structure installation work in connection with each Build-to-Suit Site will be completed by or on behalf of CCIC or its affiliate at CCIC's sole cost, and on a turnkey basis; provided, however, that in the event any such services have already been performed by or on behalf of Powertel or have already been committed to be performed by or on behalf of Powertel at the time the Proposal is accepted by CCIC, Powertel shall be reimbursed by CCIC for the direct costs it has incurred or has committed to incur in performing such services, provided Powertel actually pays for such services. Each Proposal submitted by Powertel shall include information regarding costs previously incurred, contracted for and budgeted in connection with the site in question, plus information concerning the current status of site acquisition, zoning, permitting and construction completion.

d. Notwithstanding paragraph 3(c) above, the parties agree that, while CCIC or its designated affiliate is responsible for site acquisition, zoning and permitting with respect to the Build-to-Suit Sites, any personnel involved in such process shall report to and be under the supervision of a Powertel manager for the duration of such process. The Powertel manager shall be a non-reimbursable expense of Powertel.

e. In the event that CCIC or its designated affiliate fails to meet the construction deadlines as set forth in the Build-to-Suit Agreement, the parties agree that Powertel shall be entitled to liquidated damages in the amount of \$250 per day for a maximum of 60 days. After such 60 days, in the event that construction is still incomplete, Powertel shall have the right to complete the construction of the Site and CCIC and its designated affiliate shall be responsible for all of Powertel's costs of construction incurred as a result of such delay. The parties acknowledge that they have generally agreed that the amount of time necessary for construction of a tower site (including the services described in the Antenna Installation Specifications) is no more

than seven (7) weeks from the time of issuance of a building permit, exclusive of delays resulting from force majeure events.

f. Under the terms of the Build-to-Suit Agreement, CCIC or its designated affiliate shall be the exclusive tower company which Powertel, the Sellers or the Powertel Affiliates contracts with to provide turnkey build-to-suit services (including site acquisition, zoning, permitting and construction) for their greenfield tower site build needs; provided, however, Powertel, Sellers and the Powertel Affiliates may contract with other tower companies in connection with Proposals which are rejected by CCIC. If CCIC and Buyer fulfill their obligations under the Purchase Agreement, all greenfield tower site build needs of Powertel, the Sellers and the Powertel Affiliates for greenfield tower sites shall be the subject of Proposals until the earlier of such time as: (i) CCIC or its designated affiliate have accepted forty (40) Proposals; or (ii) December 31, 2000; provided, however, that if CCIC or its designated affiliate accept forty (40) Proposals prior to December 31, 2000, Powertel's greenfield tower building needs which relate to tower structures that will not be owned by Powertel, the Sellers or Powertel Affiliates shall continue to be subject to Proposals until December 31, 2000. CCIC or its designated affiliate may accept or reject Proposals which are submitted, it being the understanding and agreement of the parties that CCIC or its designated affiliate shall have a right of first refusal with respect to each Proposal during the time periods and upon the terms and other conditions set forth in this letter agreement. The parties acknowledge that nothing herein or in the Build-to-Suit Agreement shall limit in any way Powertel's ability during the time period covered by the Build-to-Suit Agreement or otherwise to (i) co-locate on another tower company's existing tower, or (ii) co-locate on another tower company's proposed tower for which a building permit has already been issued provided that Powertel is not the first tenant to execute a lease in connection with such co-location.

g. Upon completion of a tower structure installation at a Build-to-Suit Site, the Buyer and the applicable Powertel Affiliate shall execute a Site Lease Acknowledgment which shall designate the commencement date and otherwise be subject to the terms and provisions of the Master Lease, except that the monthly rental rate for such Site Leases shall be \$1,500 per month; the form and substance of each such Site Lease Acknowledgment shall otherwise be the same as contained in the Site Lease Acknowledgments executed by the Sellers and the Powertel Affiliates in connection with each Master Lease which has been assigned to the Buyer in connection with the Closing of the Agreement.

h. If Powertel together with the Sellers and the Powertel Affiliates fail to provide CCIC or its designated affiliate with at least forty (40) Proposals prior to

December 31, 2000, Powertel, Sellers and the Powertel Affiliates may, at their option and as CCIC's and its designated affiliate's sole and exclusive remedy: (i) elect to pay to CCIC or its designated affiliate as a cancellation fee in cash the amount of \$50,000 multiplied by the difference between forty (40) and the number of sites that were actually subject to Proposals prior to December 31, 2000; or (ii) extend the period of time during which all of Powertel's greenfield tower building needs shall continue to be subject to Proposals until March 31, 2001, and thereafter, if necessary, for up to three (3) additional successive thirty (30) day periods, until such time as CCIC or its designated affiliate have been provided with not less than forty (40) Proposals; provided, however, that if such period of time is extended pursuant to this subparagraph (ii), Powertel shall retain the right to terminate such extension period at any time upon payment of the cancellation fee that would then be due under subparagraph (i) above. In the event that Powertel exhausts its extension rights as set forth above without providing CCIC or its designated affiliate with at least forty (40) Proposals, Powertel shall be required to pay the cancellation fee in the amount that would then be due under subparagraph (i) above.

i. Each Build-to-Suit Site shall be owned by the Buyer.

4. Purchase Agreement. Subject to the matters set out in this letter

agreement, Powertel and the Sellers will sell, and the Buyer will purchase, the Purchase Sites. The parties agree to negotiate the form of and execute the Purchase Agreement upon the terms and conditions set out herein and the other terms and conditions to be mutually agreed upon in the Purchase Agreement. The Purchase Agreement will contain representations, warranties, indemnification provisions and covenants which are substantially similar to those set forth in the Agreement, except as otherwise modified herein. The Purchase Agreement shall include provisions covering the following matters:

a. Subject to the provisions of this letter agreement, CCIC and Buyer will be required to purchase thirty-one (31) sites pursuant to the Purchase Agreement, provided that under no circumstance will CCIC or Buyer be required to purchase any Defective Sites or any Site (regardless of whether such Site is subject to an Acceptance Notice) if the construction with respect to such Site is not completed by December 2, 1999.

b. The purchase price for each Purchase Site shall be \$423,077. Each Purchase Site shall be transferred, assigned and conveyed to the Buyer in accordance with the provisions of the Agreement, including the documentation and title warranty described therein.

c. On or before July 15, 1999, Powertel and the Sellers shall deliver a list of a minimum of thirty-one (31) sites that they propose to sell and Due Diligence Materials

related to such sites to CCIC and Buyer (the "Offer Notice"). With respect to each such site, the rent payable under the ground lease at such site shall not exceed the fair market rental for comparable tower sites in the relevant market area, the leases with respect to such sites shall not by their terms prohibit or require consents for subleasing or assignment, and there shall be no revenue sharing arrangements with respect to such site (collectively, the "Minimum Requirements"). On or prior to August 15, 1999, CCIC and Buyer shall deliver to Powertel and the Sellers with regard to each such site (i) an Acceptance Notice, (ii) a Defect Notice, or (iii) an Elective Exclusion Notice. CCIC and Buyer shall not be required to issue Acceptance Notices with respect to more than thirty-one (31) Sites. CCIC and Buyer will only be allowed to issue Defect Notices if the Defects referenced in such Defect Notices are consistent with the type and severity of Defects described under the Agreement or if such site does not meet the Minimum Requirements. In the event that fair rental value under a ground lease becomes the subject of a dispute between the parties, Powertel and Sellers shall have the option of seeking an appraisal or increasing the rent under the applicable Site Lease to cover any excess in fair rental value. CCIC and Buyer may issue Elective Exclusion Notices for any reason or no reason whatsoever with respect to a total of no more than five (5) sites. Each Site that is subject to a Rejection Notice will not be subject to the Build-to-Suit Agreement, and will not count as a site for which a Proposal has been made to CCIC and Buyer under the Build-to-Suit Agreement, provided that Powertel and Sellers shall have the right to substitute other sites in lieu of such sites under the Purchase Agreement, and to make such substituted sites subject to the Offer Notice.

d. Following receipt of a Defect Notice from CCIC or Buyer with respect to a site, Powertel and Sellers shall deliver to CCIC and Buyer a Cure Notice or a notice that Powertel and Sellers have elected to treat such site as a Rejected Site and to substitute another site for such site pursuant to paragraph 4(e) below. Within ten (10) days of receipt of a Cure Notice, CCIC and Buyer shall provide to Powertel and Sellers an Acceptance Notice or a notice that, in their good faith judgment, the cure specified in the Cure Notice has not adequately remedied the Defect (a "Notice of Inadequate Cure"); provided, however, that CCIC and Buyer shall not be entitled to object to a cure, and shall be required to accept the Cure Notice offered with respect to such site and shall not issue a Notice of Inadequate Cure, if such Cure Notice provides the curative action specified by the Defect Notice or if such Cure Notice includes the provisions contemplated by clause (ii) set forth in the definition of "Cure Notice" in this letter agreement. In the event CCIC or Buyer issues a Notice of Inadequate Cure, Powertel and Sellers shall have the right to continue to propose cures and issue Cure Notices with respect to such Site, or to substitute a site therefor pursuant to paragraph 4(e) below.

e. If Powertel or Sellers (i) issue a Rejection Notice; (ii) receive a Notice of Inadequate Cure; (iii) determine in their judgment that they will not receive the necessary Governmental Approvals to allow them to complete construction of a site for which an Acceptance Notice has been issued, or that such a site will otherwise will not be completed by the Closing Date; or (iv) determine that they will be unable to give the representations and warranties that they will be required to give at the Closing Date with respect to such site, Powertel and Sellers shall have the right from time to time to present additional sites to CCIC and Buyer for their approval as Purchase Sites, and each such additional site shall be subject to the Offer Notice. Only Transition Sites or Existing Sites may be substituted for, or offered as additional sites under, this Letter Agreement. Once such a site is presented to CCIC and Buyer for review, CCIC and Buyer must then issue an Acceptance Notice, a Defect Notice or an Elective Exclusion Notice with respect to such site in accordance with the terms of this letter agreement.

f. The closing of the purchase and sale of the Purchase Sites shall occur on December 2, 1999 or any other date upon which all parties may agree in writing (the "Closing Date"), at a mutually agreeable time, at the offices of Nelson Mullins Riley & Scarborough, L.L.P. in Atlanta, Georgia.

g. At the closing of the purchase and sale of the Purchase Sites, the Buyer and the applicable Powertel Affiliate shall execute a Site Lease Acknowledgment which will set forth the commencement date and otherwise be subject to the terms and provisions of the Master Lease; the form and substance of each such Site Lease Acknowledgment shall be the same as contained in the Site Lease Acknowledgments executed by the Sellers and the Powertel Affiliates in connection with each Master Lease which has been assigned to the Buyer in connection with the Closing of the Agreement.

5. Termination. This letter agreement shall terminate upon the earlier -----
of (i) the execution of a mutually agreed upon Purchase Agreement and Build-to-Suit Agreement by and between the parties or (ii) June 30, 1999.

6. Notices. All notices, consents or other communications required or -----
permitted to be given in connection with this letter agreement shall be given in the manner provided in the Agreement.

7. Further Assurances. The parties hereto agree to execute such other -----
and further documents and undertake such other and further actions as may be reasonably necessary in order to give full effect to the intent of this letter agreement.

8. Counterparts. This letter agreement may be executed in one or more

counterparts, each of which shall be considered an original but all of which
when taken together shall constitute but one in the same document.

9. Governing Law. This letter agreement shall be governed by and

interpreted and enforced in accordance with the laws of the State of Georgia,
without regard to the principles of conflict of law thereof.

If the foregoing correctly reflects your understanding of the matters set out herein, please so indicate by signing a copy of this letter in the respective spaces provided below and returning it to the undersigned.

Very truly yours,

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ John L. Gwyn

Name: John L. Gwyn

Title: Executive V.P.

CROWN CASTLE PT INC.
(f/k/a CCP INC.)

By: /s/ John L. Gwyn

Name: John L. Gwyn

Title: Executive V.P.

AGREED AND ACCEPTED:

POWERTEL, INC.

By: _____
Name: _____
Title: _____

POWERTEL ATLANTA TOWERS, LLC

By: _____
Name: _____
Title: _____

If the foregoing correctly reflects your understanding of the matters set out herein, please so indicate by signing a copy of this letter in the respective spaces provided below and returning it to the undersigned.

Very truly yours,

CROWN CASTLE INTERNATIONAL CORP.

By: _____
Name: _____
Title: _____

CROWN CASTLE PT INC.
(f/k/a CCP INC.)

By: _____
Name: _____
Title: _____

AGREED AND ACCEPTED:

POWERTEL, INC.

By: /s/ Rodney D. Dir

Name: Rodney D. Dir

Title: Chief Operating Officer

POWERTEL ATLANTA TOWERS, LLC

By: /s/ Jill F. Dorsey

Name: Jill F. Dorsey

Title: Vice President / General Counsel

POWERTEL BIRMINGHAM TOWERS, LLC

By: /s/ Jill F. Dorsey

Name: Jill F. Dorsey

Title: Vice President / General Counsel

POWERTEL JACKSONVILLE TOWERS, LLC

By: /s/ Jill F. Dorsey

Name: Jill F. Dorsey

Title: Vice President / General Counsel

POWERTEL KENTUCKY TOWERS, LLC

By: /s/ Jill F. Dorsey

Name: Jill F. Dorsey

Title: Vice President / General Counsel

POWERTEL MEMPHIS TOWERS, LLC

By: /s/ Jill F. Dorsey

Name: Jill F. Dorsey

Title: Vice President / General Counsel

POWERTEL/ATLANTA, INC.

By: /s/ Jill F. Dorsey

Name: Jill F. Dorsey

Title: Vice President / General Counsel

POWERTEL/BIRMINGHAM, INC.

By: /s/ Jill F. Dorsey

Name: Jill F. Dorsey

Title: Vice President / General Counsel

POWERTEL/JACKSONVILLE, INC.

By: /s/ Jill F. Dorsey

Name: Jill F. Dorsey

Title: Vice President / General Counsel

POWERTEL/KENTUCKY, INC.

By: /s/ Jill F. Dorsey

Name: Jill F. Dorsey

Title: Vice President / General Counsel

POWERTEL/MEMPHIS, INC.

By: /s/ Jill F. Dorsey

Name: Jill F. Dorsey

Title: Vice President / General Counsel

Schedule A

BUILD-TO-SUIT INSTALLATION SERVICES

As a part of TowerCo's obligations under the Build-to-Suit Agreement, TowerCo will be responsible for installing all antennas and coaxial lines, clips hangers, hardware grounding kits, etc. on each BTS Site. BMI will define the type and number of antennas, the type, size and number of coaxial cable, and the orientation of the antennas. TowerCo will be required to "sweep" the antennas and lines after installation and provide to BMI an acceptable sweep report in accordance with BMI Specifications. BMI will be responsible to provide the following: all antennas; all coaxial cables; all connectors; all ground kits; all manual transfer switches; all equipment required for lightning protection for coaxial cables, all surge arrestors for electrical service; all shelters or all equipment cabinets BMI will be responsible for delivery to BTS Sites of all electronics (including radio equipment and power top amplifiers (TTAs), if any, and coordinating the purchasing of the above listed items. BMI will also provide all microwave equipment, antennas, radios and coaxial cables, and telephone cables for the installation.

Upon BMI's notification of TowerCo as to BMI's desire to commence antenna installation services on any BTS Site, TowerCo will provide the following services;

- . Order power and supply to BMI the delivery date and contact information.
- . Order telco and supply to BMI the delivery date, the order number and the contact information.
- . Coordinate and approve all engineering of site layouts.
- . Documentation of all final shelter or equipment cabinet locations.
- . Coordinate the inventory and warehouse of all materials supplied by BMI above, and CCI provided materials.
- . Schedule and coordinate all installations.
- . Provide Project Management for all services mentioned above.
- . Provide BMI with 200 amp or 100 amp electrical service to its shelter or equipment cabinet including, PVC and wire connection.
- . Provide BMI the electrical "hook-up" to shelter or equipment cabinet.
- . Provide BMI with hangers for all coaxial cables.
- . Provide BMI with the ice bridge from tower to shelter or equipment cabinet.
- . Provide BMI with concrete pad for shelter or equipment cabinet.
- . Provide BMI with a grounding system for BMI's shelter or equipment not to exceed 5 ohms, including certified test results.
- . Provide BMI with a grounding system for BMI's coaxial cables not to exceed 5 ohms, including certified test results.
- . Provide BMI with telco conduit with a pull string from the telco demarcation point to its radio equipment.
- . Provide BMI with all antenna mounts and sector frames if needed.
- . Install and sweep all coaxial cables and antennas and terminate them either.

within the shelter, or 12 inches from the end of the ice bridge if BMI is using an equipment cabinet.

- . Ground all lines at the top of the tower, at the base of the tower, and at the entrance of the shelter or 23" from the end of the ice bridge for the equipment cabinet.
- . Field coordination of all power and telephone installations.
- . Field coordination of the delivery of all BMI supplied materials including but limited to antennas, coaxial cables, shelters, equipment cabinets, and miscellaneous hardware as defined above
- . Set on the concrete pad with a crane the BMI provided shelter or set on the concrete pad(s) with a boom truck the BMI provided equipment cabinet and power/telco interface box.
- . provided as-built documentation to BMI
- . Submit Weekly Project Reports to BMI
- . Participate in mutually agreed to as-needed Construction Meetings and/or conference calls
- . Road with parking
- . Fences around site
- . Provide and install coax ladder
- . Provide FAA required marking and lighting equipment with interface to BMI
- . In the case where external generator is specified by BMI, TowerCo to set it on and provide connection to BMI provided transfer switch.
- . Landscaping and maintenance.

All such services will constitute Installation Services.

TowerCo will also be responsible for monitoring the tower light alarms on each BTS Site

[Monitoring services will include but not limited to the following:

- . 24 hours a day - 7 day a week monitoring
- . Emergency Dispatch and Call out Services
- . Trouble Ticket Monitoring and Close out Procedures
- . Compliance with Communications Act 1936?, 1996?
- . Providing data/communications feed of tower alarms from central source]

Schedule B

Shiloh
Temple
Heck Road

Schedule C

INDEPENDENT AUDITORS' CONSENT

The Board of Directors
Crown Castle International Corp.

We consent to the incorporation by reference to the previously filed registration statement (No. 333-74553) on Form S-1 of Crown Castle International Corp. of our report dated February 5, 1999, with respect to the statement of net assets of Powertel Tower Operations as of December 31, 1998, and the related statements of revenues and direct expenses for the year ended December 31, 1998, which report is incorporated by reference in the Form 8-K of Crown Castle International Corp. to which this consent is filed as an exhibit.

/s/ KPMG LLP

Houston, TX
June 8, 1999

CONFIDENTIAL

EXECUTION COPY

AGREEMENT TO SUBLEASE

by and among

BELLSOUTH MOBILITY INC,
BELLSOUTH TELECOMMUNICATIONS, INC.,
THE TRANSFERRING ENTITIES,
CROWN CASTLE INTERNATIONAL CORP.

and

CROWN CASTLE SOUTH INC.

June 1, 1999

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AGREEMENT TO SUBLEASE

THIS AGREEMENT TO SUBLEASE, made and entered into this 1st day of June, 1999 (the "Agreement"), by and among BELLSOUTH MOBILITY INC, a Georgia corporation ("BMI"), BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation ("BST"), the BMI AFFILIATES listed in the signature pages hereof or which otherwise become parties hereto, CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation ("CCIC"), and CROWN CASTLE SOUTH INC., a wholly owned subsidiary of CCIC and a Delaware corporation ("TowerCo"),

W I T N E S S E T H:

WHEREAS, BMI and the other Transferring Entities (as defined herein), other than BST, are engaged in the business of, among other things, operating a cellular communications network in the states of Alabama, Arkansas, Florida, Georgia, Indiana, Kentucky, Louisiana, Mississippi and Tennessee (collectively, the "Cellular Territory") which network is comprised of cellular communications cell site locations as to which such Transferring Entities own fee simple title or a leasehold interest, leasehold estate or other real property interest; and

WHEREAS, BST is engaged in the business of, among other things, operating a wireline communications network in North Carolina, South Carolina and portions of the Cellular Territory (collectively, the "Territory"); and

WHEREAS, CCIC, TowerCo and CCIC subsidiaries are engaged in the business of, among other things, developing, constructing, managing, maintaining, marketing, operating and leasing networks of communications tower facilities, including the management of cellular communications sites and networks owned by third party providers of wireless telecommunications services; and

WHEREAS, in order to optimize the utilization and value of the cell site locations and network within the Territory, BMI, BST and the other Transferring Entities desire to enter into an agreement relating to: (i) the design, construction and installation by TowerCo on certain cell site locations radio tower structures and other improvements pursuant to the terms and conditions of the Agreement to Build to Suit of even date herewith (the "Build-to-Suit Agreement"), among BMI, CCIC and TowerCo; (ii) lease or sublease of certain cell site locations, including locations which are subject to the Build-to-Suit Agreement, by BMI and TowerCo pursuant to the terms and conditions of the Sublease of even date herewith (the "BMI Sublease"), among BMI, CCIC and TowerCo; (iii) lease or sublease of certain cell site locations, by BST and TowerCo pursuant to the terms and conditions of the BST Lease (as defined in Section 1.1); (iv) marketing, maintenance and operation of certain cell site locations by TowerCo for the benefit of BMI and its Affiliates and other providers of wireless telecommunications services pursuant to the terms and conditions of the Site Maintenance Agreement (as defined in Section 1.1); and (v) various other agreements with respect to the respective rights, duties and obligations of the parties relating to

the subject matter hereof, all as more particularly described in and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following

capitalized terms have the following respective meanings:

"Action" means any action, suit, litigation, complaint, counterclaim,

claim, petition, mediation contest, or administrative proceeding, whether at law, in equity, in arbitration or otherwise, and whether conducted by or before any Government or other Person.

"Additional Consideration" means additional Cash or Stock Consideration

payable by TowerCo to the applicable Transferring Entity pursuant to Section 3.4.

"Affiliate" of a Party means any individual or firm, corporation,

partnership, limited liability company, association, trust or other entity which, whether directly or indirectly, Controls, is Controlled by, or is under common Control with the subject party.

"Agreement" means this Agreement and the Exhibits and Schedules hereto, as

any of the foregoing may, from time to time, be amended, modified or restated in accordance with the provisions hereof.

"Amendment to Site Marketing Agreement" means Fifth Amendment to Site

Marketing Agreement of even date herewith between Crown Communication Inc. and BMI.

"Applicable Transferring Entities" has the meaning given to such term in

Section 11.1.

"Build-to-Suit Agreement" has the meaning given to such term in Preamble.

"BMI Affiliate" has the meaning given to such term in the BMI Sublease.

"BMI Indemnified Losses" has the meaning given to such term in Section

12.2(a).

"BMI Indemnitee" means BMI, its Affiliates, and the respective directors,

officers, employees, contractors, subcontractors, advisors and consultants of BMI or any BMI Affiliate.

"BMI Sites" has the meaning given to the term "Sites" in the BMI Sublease.

"BMI Sublease" has the meaning given to such term in the Preamble.

"BST Closing" means the first Closing at which BST Sites become subject to

the BST Lease.

"BST Lease" means the Lease to be entered into by and among BST, CCIC and

TowerCo, substantially in the form of Exhibit A, on or before the BST Closing.

"BST Professional Services Agreement" means the Professional Services

Agreement to be entered into on or before June 10, 1999, between Crown
Communication Inc. and SE Technologies in the form and under terms and
conditions identical to the Initial BMI Professional Services Agreement, except
as it relates to the scope of work.

"BST Sites" has the meaning given to the term "Sites" in the BST Lease.

"BTS Sites" has the meaning given to such term in the Build-to-Suit

Agreement.

"Cash Consideration" means the Initial Cash Consideration and any

Additional Consideration payable in cash pursuant to Section 3.4.

"Cash Percentage" means a fraction (expressed as a percentage), the

numerator of which is the amount of the Initial Cash Consideration and the
denominator of which is \$600,000,000.

"CCIC Indenture" means the Indenture dated as of November 25, 1997 between

CCIC and United States Trust Company of New York, as Trustee, and any
modification, amendment or supplement thereto or replacement thereof.

"Cellular Territory" has the meaning given to such term in the Preamble.

"Closing(s)" has the meaning given to such term in Section 4.1(a).

"Closing Date(s)" has the meaning given to such term in Section 4.1(a).

"Closing Schedule" has the meaning given to such term in Section 4.1(a).

"Colocation Agreements" has the meaning given to such term in the BMI

Sublease.

"Confidential Information" has the meaning given to such term in Section

5.11(b).

"Consideration" has the meaning given to such term in Section 3.2(a).

"Control" means the ownership, directly or indirectly, of sufficient voting

shares of an entity, or otherwise the possession, directly or indirectly, of the
power to direct or cause the direction of the

management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

"Current SEC Documents" has the meaning given to such term in Section 5.7.

"Deductible Amount" has the meaning given to such term in Section 12.6(b).

"Disclosee" has the meaning given to such term in Section 5.11(a).

"Disclosing Party" has the meaning given to such term in Section 5.11(a).

"Disclosure Schedule" has the meaning given to such term in Section 4.6(b).

"Environmental Laws" means all Laws and Orders in effect at the time of the applicable Closing, relating to the Hazardous Materials and/or protection of the environment from pollution or contamination.

"Environmental Conditions" means, as to each Site, any conditions or circumstances, including without limitation, the presence of Hazardous Materials, that (i) require abatement or correction under the Environmental Laws, (ii) give rise to any civil or criminal Liability under any Environmental Law relating to the use or occupancy of any Site or (iii) constitute a public or private nuisance.

"Excluded Sites" means any Site excluded from the Subleases pursuant to the terms of this Agreement.

"Existing Leases" means, collectively, Existing Subleases under the BMI Sublease and Existing Licenses under the BST Lease.

"Existing Sites" means the Sites, the Towers and Improvements on which have been constructed and used by BMI, BST and the other Transferring Entities prior to the date hereof, as such Sites and Transferring Entities are listed in Annex A attached hereto, as may be amended from time to time. Existing Sites include BST Sites.

"Existing Louisiana Sites" means fifty (50) cell tower sites whose development and construction was completed by Crown Communication Inc. pursuant to a letter agreement dated June 23, 1998 between BellSouth Cellular Corporation and Crown Communication Inc.

"FAA" means the Federal Aviation Administration.

"FCC" means the Federal Communications Commission.

"Final Closing" has the meaning given to such term in Section 4.1(b).

"Final Closing Date" has the meaning given to such term in Section 4.1(b).

"Forum" means any federal, national, state, local, municipal or foreign

court, governmental agency, administrative body or agency, tribunal, private alternative dispute resolution system, or arbitration panel.

"GAAP" means generally accepted accounting principles, consistently

applied.

"Government" means any federal, state, territorial, county, municipal,

local or other government or governmental agency or body or any other type of regulatory body, whether domestic or foreign, including without limitation the FCC and the FAA.

"Governmental Permits" means any and all governmental approvals, permits,

licenses, registrations, certificates of occupancy, approvals and other governmental authorizations.

"Ground Lease" has the meaning given to such term in the applicable

Sublease.

"Ground Lessor" has the meaning given to such term in the applicable

Sublease.

"Ground Lessor Consent" has the meaning given to such term in Section

3.7(a).

"Ground Rent" has the meaning given to such term in the applicable

Sublease.

"Hazardous Materials" means and includes petroleum products, flammable

explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls, or any hazardous, toxic or dangerous waste, substance or material defined as such or defined as a hazardous substance or any similar term, by, in or for the purposes of the Environmental Laws, including, without limitation Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980. The term Hazardous Materials excludes quantities of materials or substances maintained by the applicable Transferring Entity on or about any of its Sites (including Tower and Improvements thereon) in the ordinary course of business, so long as such materials are maintained in accordance with the applicable Environmental Laws.

"HSR Act" has the meaning given to such term in Section 5.10(a).

"Identified Employees" has the meaning given to such term in Section

5.13(a).

"Improvements" has the meaning given to such term in the applicable

Sublease.

"Included Sites" means any Existing Sites and BTS Sites that become subject

to one of the Subleases.

"Indemnified Losses" means collectively, BMI Indemnified Losses and TowerCO

Indemnified Losses.

"Indemnified Party" has the meaning given to such term in Section 12.4.

"Indemnifying Party" has the meaning given to such term in Section 12.4.

"Initial BMI Professional Services Agreement" means the Professional

Services Agreement dated as of April 16, 1999 between Crown Inc. and SE
Technologies.

"Initial Cash Consideration" has the meaning given to such term in Section

3.2(a).

"Initial Closing" has the meaning given to such term in Section 4.1(b).

"Initial Closing Date" has the meaning given to such term in Section

4.1(b).

"Initial Share Price" means \$19.815, representing the Share Price

determined as of March 5, 1999.

"Initial Stock Consideration" has the meaning given to such term in Section

3.2(a).

"Inspection Services Agreement" has the meaning given to such term in

Section 4.5.

"known," "to the best knowledge of," or words of similar import means, as

to each party hereto, the actual knowledge of any person who is part of the
management of such party (and any person succeeding to any such position prior
to the Final Closing but only to the extent they acquire actual knowledge).

"Land" has the meaning given to such term in the applicable Sublease.

"Laws" means all federal, state, county, municipal and other governmental

constitutions, statutes, ordinances, codes, regulations, resolutions, rules,
requirements and directives and all decisions, judgments, writs, injunctions,
orders, decrees or demands of courts, administrative bodies and other
authorities construing any of the foregoing.

"Leased Site" means any Site that is leased, subleased or licensed to

TowerCo pursuant to one of the Subleases.

"Leased Property" has the meaning given to such term in the BST Lease.

"Liability" means any liability or obligation whether asserted or

unasserted, absolute or contingent, accrued or unaccrued, liquidated or
unliquidated and whether due or to become due.

"Liens" means an interest or a claim by a Person other than BMI, BST, any

other Transferring Entity or their respective Affiliates, whether such interest
or claim is based on the common law, statute, or contract, including, without
limitation, liens, charges, claims, security

interests, pledges, Mortgages, leases, licenses, conditional agreements, title retention agreements, preference, priority or other security agreements or preferential arrangements of any kind, reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions and other title exceptions and encumbrances affecting all or any part of Land, the Tower and Improvements thereon.

"Maintained Sites" means Sites which become subject to the Site Maintenance Agreement contemporaneously with the execution of the Site Maintenance Agreement or at any time thereafter in accordance with the Site Maintenance Agreement.

"Mark-up Amount" has the meaning given to such term in Section 3.5(c).

"Master License Agreements" has the meaning given to such term in the BST Lease.

"Material Adverse Effect" means as to any Site, a material adverse effect on any Transferred Interest granted by the Transferring Entity in respect of such Site.

"Maximum Indemnification" has the meaning given to such term in Section 12.6(c).

"Mortgages" means any recorded mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or encumbrance against the Sites or the Transferred Interests as security for any debt.

"Obligations" has the meaning given to such term in Section 5.15(a).

"Orders" means all applicable orders, writs, judgments, decrees, rulings, consent agreements, and awards of or by any Forum or entered by consent of the party to be bound.

"Owned Site" means any Site that is owned by BMI, BST or any other Transferring Entity.

"Parent Stock" has the meaning given to such term in Section 3.2(a).

"Person" means an individual, partnership, joint venture, limited liability company, association, corporation, trust or any other legal entity.

"Permitted Liens" means: (i) statutory liens for current real or personal property taxes not yet due and payable; (ii) worker's, carrier's and materialman's liens incurred in the ordinary course of business related to obligations not yet due and payable; (iii) easements, rights of way or similar grants of rights to a third party for access to or across any Site, including, without limitation, rights of way or similar rights granted to any utility or similar entity in connection with the provision of electric, telephone or similar services; (iv) Colocation Agreements; (v) Master License Agreements; (vi) Existing Leases; (vii) liens that are immaterial in character, amount or extent, or that do not materially detract from the value and interfere in any material respect with

the Permitted Use of any Site; (viii) restrictions and conditions due to zoning laws and regulations; and (ix) reservations, restrictions, limitations, conditions and other liens of public record.

"Permitted Use" has the meaning given to such term in the applicable

Sublease.

"Prepaid Expenses" means any and all prepaid items, unbilled costs and

fees, and rents, revenues, payments, accounts, notes and other receivables under any service contracts, Existing Leases, Master License Agreements and Colocation Agreements as of the applicable Closing Date.

"Qualifying Interest" means any possessory interest in real property held

by a Transferring Entity that is capable of being transferred to TowerCo as a Transferred Interest consistent with the terms of the Sublease in all material respects.

"Real Estate Representation" means (i) any real estate representation or

warranty made by BMI, BST or any other Transferring Entity in Sections 6.1 through 6.5, or (ii) a representation or warranty made by BMI or any other Transferring Entity in any of Sections 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12 or 6.13.

"Registration Rights Agreement" means the Registration Rights Agreement of

even date herewith between BMI and Crown.

"Reserved Space" has the meaning given to such term in the BMI Sublease.

"Returns" has the meaning given to such term in Section 6.9.

"SEC" has the meaning given to such term in Section 5.7.

"SEC Documents" has the meaning given to such term in Section 8.7.

"SET Agreement" means the Initial BMI Professional Services Agreement and/or the BST Professional Services Agreement, as applicable.

"SE Technologies" means SE Technologies, Inc.

"Share Price" means, as of any date of determination, the average of the closing prices without regard to volume (adjusted for stock splits, stock dividends or other reclassifications during the applicable time period), for shares of Parent Stock on the NASDAQ Stock Market as reported by the Wall Street Journal, for each of the thirty (30) consecutive trading days immediately preceding such date.

"Site Maintenance Agreement" means the Site Maintenance Agreement to be entered into by and among Crown Network Systems, Inc. and the Transferring Entities, in substantially the form of Exhibit B attached hereto pursuant to Section 4.2(b)(iv).

"Sites" means all cell tower sites (other than Existing Louisiana Sites) that are owned or leased by BMI, BST and the other Transferring Entities located, as to BMI or any other Transferring Entity (other than BST), within the Cellular Territory and, as to BST, within the Territory and that are now or hereafter subject to the Transaction Documents. Sites shall include Existing Sites, BTS Sites, Excluded Sites and Maintained Sites. The term "Sites" excludes (i) any and all cell tower sites that are owned or leased, directly or indirectly, by BellSouth Personal Communications, Inc. or BellSouth Carolinas PCS, L.P. and (ii) Existing Louisiana Sites.

"Stock Consideration" means the Initial Stock Consideration pursuant to Section 3.2 and any Additional Consideration payable in Parent Stock pursuant to Section 3.4.

"Stock Percentage" means a fraction (expressed as a percentage), the numerator of which is the dollar value (based on the Initial Share Price) of the Initial Stock Consideration and the denominator of which is \$600,000,000.

"Subleases" means collectively the BMI Sublease and the BST Lease.

"Subleased Property" has the meaning given to such term in the BMI Sublease.

"Subsequent Share Price" has the meaning given to such term in Section 3.5(c).

"Survival Period" has the meaning given to such term in Section 12.8.

"Taxes" means all taxes, duties, charges, fees, levies or other assessments imposed by any taxing authority, whether domestic or foreign, including, without limitation, income (net, gross or other including recapture of any tax items such as investment tax credits), alternative or add-on minimum tax, capital gains, gross receipts, value-added, excise, withholding, personal property, real estate, sale, use, ad valorem, license, lease, service, severance, stamp, transfer, payroll, employment, customs, duties, alternative, estimated and franchisee taxes (including any interest, levies, charges, penalties or additions attributable to or imposed on or with respect to any such assessment).

"Termination Fee" has the meaning given to such term in Section 13.1(b).

"Territory" has the meaning given to such term in the Preamble.

"Tower" has the meaning given to such term in the applicable Sublease.

"TowerCo Indemnified Losses" has the meaning set forth in Section 12.1(a).

"TowerCo Indemnitees" means TowerCo, its Affiliates, and the respective directors, officers, employees, agents, subcontractors, advisors and consultants of TowerCo or its Affiliates (except BMI, any BMI Affiliate and any contractors, subcontractors, advisors and consultants of BMI).

"TowerCo Shares" has the meaning given to such term in Section 7.2(a).

"Transferring Entities" means, collectively, BMI, BST and those legal entities including BMI Affiliates which (i) are signatories to this Agreement on the date hereof or (ii) join in the execution and delivery of this Agreement after the date hereof but prior to the Final Closing or (iii) become signatories to any Site Designation Supplement.

"Transferred Interests" has the meaning given to such term in Section 3.1(a).

"Transaction Documents" means collectively this Agreement, the Subleases, the Build-to-Suit Agreement, the Site Maintenance Agreement, the Registration Rights Agreement and each of the other documents and agreements listed in Articles 4, 10 and 11.

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

ARTICLE 2
AGREEMENT DOCUMENTS

This Agreement shall consist of the following documents, as amended from time to time as provided herein:

(a) this Agreement document;

(b) the following Exhibits:

Exhibit A	Form of BST Lease
Exhibit B	Form of Site Maintenance Agreement
Exhibit C	Assignment And Assumption Agreement
Exhibit D	Proration
Exhibit E	Identified Employees

(c) such additional documents as are incorporated by reference, including without limitation the Schedules attached hereto and each Disclosure Schedule provided by the Transferring Entities.

If any of the foregoing are inconsistent, this Agreement shall prevail over Exhibits and additional incorporated documents.

ARTICLE 3
CONVEYANCE AND CONSIDERATION

3.1 Conveyance. (a) Subject to the terms and conditions of this

Agreement, each Transferring Entity agrees to grant, convey and deliver to TowerCo, and TowerCo agrees to take and accept from such Transferring Entity, at the Closings, a leasehold, subleasehold interest, or other interest consistent with the terms of the Sublease, as applicable, in and to the Subleased Property and Leased Property of all of the Existing Sites and BTS Sites which the applicable Transferring Entity is not legally precluded from leasing or subleasing to TowerCo, as more particularly described in the Subleases and applicable Site Designation Supplements (collectively, the "Transferred Interests").

(b) Notwithstanding anything to the contrary contained in Section 3.1(a), the Transferred Interests shall not include, without limitation, any of the following: (i) under the BMI Sublease, the Reserved Space of the Included Sites; (ii) under the BMI Sublease, BMI's or its Affiliate's Improvements on the Included Sites; (iii) any equipment or transmissions systems used for the remote monitoring of the Included Sites; (iv) any and all rights that accrue or will accrue to BMI, BST or any other Transferring Entity under the Transaction Documents, including, without limitation, the Consideration; (v) any and all rights retained by and/or granted to BMI, BST or any other Transferring Entity pursuant to the Transaction Documents; and (vi) the Excluded Sites.

3.2 Consideration. (a) Subject to the prorations and adjustments set

forth in this Article 3, the aggregate consideration for the Transferred Interests (the "Consideration"), based on 1850 Existing Sites, shall be equal to the sum of (i) \$430,000,000 in cash, subject to increase as provided in Section 3.2(b) (the "Initial Cash Consideration"), plus (ii) that aggregate number of

unregistered shares of CCIC Common Stock, \$.01 par value per share ("Parent Stock"), equal to (A) \$180,000,000, subject to decrease as provided in Section 3.2(b), divided by (B) the Initial Share Price (the "Initial Stock

Consideration").

(b) CCIC will have the option, exercisable in its sole discretion, to increase the Initial Cash Consideration to up to \$460,000,000 and decrease the Initial Stock Consideration to not less than \$150,000,000 provided that the aggregate consideration must be not less than \$610,000,000. CCIC must exercise the option prior to the Initial Closing, and the Stock Percentage and Cash Percentage shall be adjusted based on such exercise.

(c) The Consideration shall be due and payable, at each Closing, as follows:

(i) at the Initial Closing, TowerCo shall pay \$3,500,000 in cash to BST and \$6,500,000 in cash to BMI;

(ii) TowerCo shall pay the applicable Transferring Entity (A) the Cash Percentage of \$324,324.32 in cash and the Stock Percentage of such

amount in Parent Stock, in each case multiplied by (B) the number of the
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Included Sites being conveyed at such Closing, subject in the case of BST,
to Section 3.2(f);

(iii) the cash portion of each payment under Section 3.2 or
3.4 shall be made by wire transfer of immediately available funds through
the Federal Reserve System to an account designated in writing by BMI; and

(iv) CCIC, TowerCo and each Transferring Entity other than
BMI acknowledge and agree that BMI will have the right to allocate the
Stock Consideration and Cash Allocation in its sole discretion among and
between Transferring Entities, but in no event shall such allocation change
the Cash Percentage or the Stock Percentage.

(d) No fractional shares shall be issued as Stock Consideration, and
an amount in cash (if any) shall be paid in lieu of any fractional part of a
share otherwise resulting from the terms of this Section 3.2 equal to such
fractional part of a share multiplied by the Initial Share Price.

(e) Whenever in this Agreement any Stock Consideration is to be
issued to any Transferring Entity other than BMI, such Stock Consideration at
the election of BMI, may be evidenced by a certificate issued to BMI (or other
BMI Affiliates designated by BMI in writing from time to time prior to the
applicable Closing) for the benefit of such Transferring Entity, which
certificate may at BMI's option also evidence Stock Consideration issued to BMI
and/or any other Transferring Entities.

(f) Notwithstanding the foregoing, the amount of Consideration
payable to BST in respect of any BST Site listed in Schedule 3.2(f) (the "Sprint
Constructed Sites") at the BST Closing or any other Closing in which a BST Site
is included shall be reduced by the respective amount set forth in the column
labeled "Total Rebate" minus the amount in the column labeled "Total Rebate SLAM
Date to 6/30/99" opposite the applicable Sprint Constructed Site in Schedule
3.2(f) assuming a July 1, 1999 closing.

3.3 Maintained Sites. Subject to the right of a Transferring Entity to

defer the Closing of a Site until a later Closing under Section 4.6, if at any
Closing a Transferring Entity is unable to deliver to TowerCo the Transferred
Interest with respect to any Site as a result of such Transferring Entity's
failure to satisfy any condition set forth in Section 11.5, TowerCo does not
waive that condition, and such Site does not become a leased or a subleased Site
pursuant to the applicable Sublease on or prior to the Final Closing, then for
purposes of this Agreement, such Site shall at the Transferring Entity's option,
to be exercised by such Transferring Entity's written notice to TowerCo on or
prior to the applicable Closing, either (i) become an Excluded Site or (ii)
become subject to the Site Maintenance Agreement in which case such Site shall
become a Maintained Site under the Site Maintenance Agreement pursuant to the
execution by the applicable Transferring Entity and TowerCo of one or more
Addenda to the Site Maintenance Agreement; provided, however, that, if as of the

applicable Closing the only unsatisfied and unwaived condition is the absence of
any required consent of the Ground Lessor, such Site shall be deferred until
such a consent is received; provided, further, that, if as

of the Final Closing the parties have not obtained such consent, such Site shall be a Maintained Site or an Excluded Site, at the Transferring Entity's option as provided herein. For purposes of determining the Consideration pursuant to Section 3.2, Sites that become Maintained Sites pursuant to this Section 3.3 or Excluded Sites pursuant to Section 4.6, 5.3 or 5.4 shall not constitute an Included Site. In no event shall the number of Sites made subject to the Site Maintenance Agreement at all Closings exceed 300 Sites in the aggregate, unless TowerCo otherwise consents. Any Sites that do not become Included Sites or Maintained Sites pursuant to the foregoing, shall constitute Excluded Sites.

3.4 Increase in Consideration. (a) If the number of any Included Sites

is greater than 1,850 but equal to or less than 2,100, TowerCo shall pay the applicable Transferring Entity as Additional Consideration, Cash Consideration in an amount equal to (i) \$324,324.32 multiplied by (ii) the amount by which the
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number of the Included Sites exceeds 1,850. Such additional Cash Consideration shall be paid in cash on the applicable Closing Date.

(b) If the number of Included Sites is greater than 2,100, TowerCo shall pay to the applicable Transferring Entity, as Additional Consideration, Stock Consideration (valued at the Initial Share Price) in an amount equal to (i) \$324,324.31 multiplied by (ii) the amount by which the number of Included
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Sites exceeds 2,100. Such additional Stock Consideration shall be delivered on the applicable Closing Date.

3.5 Proration. (a) At each Closing, the following items shall be

apportioned between the Transferring Entity and TowerCo: (i) federal, state, local or foreign Taxes (other than income taxes) payable with respect to the Transferred Interests of Included Sites; and (ii) the other items set forth in Exhibit D attached hereto. Such apportionments shall be made pro rata on a per diem basis as of each Closing Date so that all such Taxes and other payments attributable to the period prior to such Closing Date shall be for the account of the Transferring Entity, and all such Taxes and other payments attributable to the period from and after such Closing Date shall be for the account of TowerCo. Notwithstanding anything to the contrary in this Agreement, all up-front, bolt-on or attachment fees or payments and escrow amounts related to Existing Leases paid prior to the applicable Closing shall remain with the applicable Transferring Entity.

(b) In the event that the amount of any item to be prorated is not determinable at the time of each Closing, such proration shall be made on the basis of the best available information, and the applicable Transferring Entity and TowerCo shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at each Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of a Closing, the same shall be paid at such Closing. If any prorated item is not paid at a Closing, and either party has identified that item at Closing as a properly prorated item, the applicable Transferring Entity shall deliver to TowerCo the bills therefor promptly upon receipt thereof and TowerCo shall be responsible for the payment of TowerCo's pro rata share in full thereof within the time fixed for payment thereof and before the same becomes delinquent, provided that TowerCo's obligation to make such payment before it has become delinquent is subject to TowerCo's having received the bill therefor in a sufficiently

timely manner. In no event shall TowerCo be responsible for any prorated item about which TowerCo receives notice more than eighteen (18) months following the applicable Closing.

(c) If the Share Price determined as of the first anniversary of the Final Closing (the "Subsequent Share Price") is less than the Initial Share Price, then CCIC shall immediately thereafter, at CCIC's option, either: (x) pay the Transferring Entities cash in an amount (the "Make-up Amount") equal to (i) (a) the difference between the Initial Share Price and the Subsequent Share Price multiplied by (b) the number of shares of Parent Stock issued pursuant to the immediately preceding paragraph minus (ii) the gross proceeds to any

Transferring Entity from all sales of such Parent Stock prior to the first anniversary of the Final Closing; or (y) issue to BMI and BST that number of shares of Parent Stock equal to the Make-up Amount divided by the Subsequent Share Price; in each case not to exceed \$50 million in cash or \$75 million in Parent Stock. If CCIC elects to so issue Parent Stock, any such Parent Stock shall be subject to the Registration Rights Agreement.

3.6 Existing Louisiana Sites. On or prior to the Closing for the

Louisiana market, BMI shall cause the Existing Louisiana Sites to become subject to the BMI Sublease, pursuant to the execution by the applicable parties of a Site Designation Supplement for each such Existing Louisiana Site, without payment by TowerCo of any consideration to BMI or any obligation of any BMI Affiliate to pay CCIC, TowerCo or any Affiliate of CCIC (or any Person claiming by or through any such Affiliate) of any consideration or any cost, fee, expense or other amount.

3.7 Consents Under Ground Leases.

(a) Notwithstanding anything to the contrary in this Agreement, if the Ground Lessor with respect to any particular Site refuses to give its consent to BMI's or BST's subleasing of such Site to TowerCo and TowerCo's subsequent subleasing of portions of such Site to third parties (each, a "Ground Lessor Consent"), all pursuant to the applicable Sublease, then BMI or BST may, in its sole discretion, offer to such Ground Lessor, as an inducement to give such consent, an increase in the Ground Rent. If the proposed increase of the Ground Rent as to any Site is equal to or less than 25% of the then current Ground Rent (which then current Ground Rent is based on all then recurring monthly payments, it being understood that after the Ground Rent is increased, all future adjustments in the nature of annual or other recurring increases and/or existing revenue sharing arrangements shall apply to such increased Ground Rent) and such offer is accepted by the applicable Ground Lessor, then BMI or BST, as applicable, shall give CCIC written notice of such increase promptly thereafter and CCIC shall accept such Site and such Site shall become subject to the applicable Sublease. If the applicable Ground Lessor will agree to grant its consent to BMI's or BST's sublease of the Site to TowerCo and TowerCo's subsequent sublease of portions of the Site to third parties only if BMI or BST, as applicable, is willing to increase the Ground Rent under the applicable Ground Lease by more than twenty-five percent (25%) of the then current Ground Rent (which then current Ground Rent is based on all then recurring monthly payments, it being understood that after the Ground Rent is increased, all future adjustments in the nature of annual or other recurring increases and/or existing revenue sharing arrangements shall apply to such increased Ground Rent), then TowerCo will have (i) the right to participate in any subsequent discussions with the applicable Ground Lessor regarding the

obtaining of its consent and (ii) an option, exercisable within ten (10) days of receipt of notice from BMI or BST as applicable, to cause such Site not to become subject to the applicable Sublease, in which event such Site shall constitute a Maintained Site.

(b) If the parties are unable to obtain any Ground Lessor Consent by the applicable Closing, the parties shall continue using commercially reasonable efforts to obtain such Ground Lessor Consent in accordance with Section 3.7(a); provided, that if the parties subsequently obtain such Ground Lessor Consent as to any Site, the Closing for such Site shall take place at the Closing next succeeding the date on which such Ground Lessor Consent is obtained, or, if the Final Closing has occurred, within six (6) months after the Final Closing at a time agreed by the parties; provided further, no Closings for such Sites shall occur after the expiration of such six (6) month period, unless the parties otherwise agree.

(c) In pursuing any Ground Lessor Consent for any Site pursuant to Section 3.7(a), BMI may not offer to the Ground Lessor any right to share in revenues received by TowerCo from such Site unless the maximum amount of shared revenues would not exceed twenty-five percent (25%) of the then-current Ground Rent for such Site.

ARTICLE 4
CLOSINGS

4.1 Closings. (a) Subject to prior termination of this Agreement by BMI

pursuant to Article 14, the consummation of the transfer and conveyance of the Transferred Interests and other transactions contemplated by this Agreement shall occur in multiple closings (individually, a "Closing", and collectively, the "Closings"), and each such Closing shall take place at the offices of Kilpatrick Stockton LLP, Suite 2800, 1100 Peachtree Street, Atlanta, Georgia 30309-4530, at such times and on such dates (each, the "Closing Date"), as specified in the closing schedule set forth in Schedule 4.1 attached hereto, as modified pursuant to the terms hereof (the "Closing Schedule").

(b) Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that each Closing shall be subject to the provisions of Articles 10 and 11 of this Agreement and shall take place after all the conditions set forth in such Articles 10 and 11 have been satisfied or waived. The parties further acknowledge that the initial Closing (the "Initial Closing") shall take place on June 1, 1999, or on such other date as the parties may agree (the "Initial Closing Date"), and thereafter each Closing shall take place as provided in the Closing Schedule; provided, however, that in no event

shall the final Closing (the "Final Closing") occur later than on the last day of the calendar month which is ten (10) calendar months after the calendar month of the Initial Closing (the "Final Closing Date").

(c) The parties shall use commercially reasonable efforts to include in each Closing at least two hundred fifty (250) Sites, whether as an Included Site, Excluded Site or Maintained Site, including, without limitation, any Sites deferred pursuant to Section 3.3 or 4.6 from the previous Closings.

4.2 Transactions and Documents at the Closings. (a) At each Closing:

(i) TowerCo shall pay the applicable pro-rata Cash Consideration and Stock Consideration in respect of all of the Transferred Interests being conveyed at such Closing;

(ii) Each of CCIC and TowerCo shall execute and deliver to the applicable Transferring Entity any and all documents and instruments relating to the acceptance of the Transferred Interest of each of its Included Sites, including, without limitation, (A) Site Designation Supplements with respect to Transferred Interests of the Included Sites being conveyed at such Closing, (B) an assignment and assumption agreement in substantially the form attached hereto as Exhibit C (each, an "Assignment and Assumption Agreement") relating to the assignment of the Existing Leases affecting the Included Sites subject to such Closing; (C) if required, an Addendum to the Site Maintenance Agreement reflecting any additions of Sites to the Maintained Sites pursuant to Section 3.3 and any additional Transferring Entities; and (E) such other documents, certificates, agreements and other papers as set forth in Article 10 or may be necessary or convenient to effectuate the consummation of the transactions contemplated by this Agreement and other Transaction Documents, and its purposes and intent.

(iii) Each Transferring Entity shall execute and deliver to TowerCo any and all documents and instruments relating to the transfer of the Transferred Interest of each Included Site, including, without limitation, (A) all consents, authorizations and approvals in respect of the Included Sites that are necessary for the consummation of each Closing, including any and all required consents of Ground Lessors and Governmental Permits; (B) the Assignment and Assumption Agreement relating to assignment of the Existing Leases affecting the Included Sites subject to such Closing; (C) Site Designation Supplements with respect to the Transferred Interests of Included Sites being conveyed at such Closing; (D) if required, one or more Addenda to the Site Maintenance Agreement reflecting any additions of Sites to the Maintained Sites pursuant to Section 3.3; (E) a receipt for the Consideration delivered to it at such Closing; and (F) such other documents, certificates, agreements and other papers as set forth in Article 11 or may be necessary or convenient to effectuate the consummation of the transactions contemplated by this Agreement and other Transaction Documents, and its purposes and intent.

(b) In addition to and not in limitation of Section 4.2(a):

(i) At the Initial Closing, TowerCo, CCIC and BMI (for itself and on behalf of the other Transferring Entities) shall execute and deliver the BMI Sublease;

(ii) On or prior to the BST Closing, TowerCo, CCIC and BST shall execute and deliver the BST Lease;

(iii) At the Initial Closing, TowerCo, CCIC and BMI (for itself and on behalf of the other Transferring Entities) shall execute and deliver the Build-to-Suit Agreement;

(iv) On or prior to the first Closing at which any Site of an Applicable Transferring Entity becomes a Maintained Site, TowerCo, BMI and the Applicable Transferring Entities shall execute and deliver the Site Maintenance Agreement; and

(v) At the Initial Closing, CCIC, BMI (for itself and on behalf of the other Transferring Entities) and BST shall execute and deliver the Registration Rights Agreement.

4.3 Costs of Closing. Except as otherwise provided in the Transaction

Documents, the applicable Transferring Entity shall be responsible for and pay any and all transfer taxes and routine closing costs and expenses, including, without limitation, (i) any transfer Tax payable on the transfer, if any, and (ii) all recording costs relating to any title clearance matters, if any, it being understood and agreed that such recording costs shall not include recording costs for which CCIC is responsible under Section 5.12(c). Notwithstanding anything to the contrary contained herein, (i) any fees, costs and expenses incurred by or on behalf of TowerCo for the services ordered or requested by TowerCo for which such Transferring Entity is not liable under the Transaction Documents shall be the responsibility of and shall be paid for by TowerCo and (ii) any fees, costs and expenses incurred by or on behalf of any Transferring Entity for services ordered or requested by such Transferring Entity for which such Transferring Entity is expressly liable under the Transaction Documents shall be the responsibility of and shall be paid for by such Transferring Entity.

4.4 Further Assurances; Corrections. (a) At each Closing, and from time

to time thereafter, each Transferring Entity shall do all such additional and further acts, and shall execute and deliver all such additional and further instruments, certificates and documents, as TowerCo may reasonably require fully to vest in and assure to TowerCo full right, title and interest in and to the Transferred Interests to the full extent contemplated by this Agreement and otherwise to effectuate the consummation of the transactions contemplated by this Agreement. Each of the parties hereto will cooperate with the others and execute and deliver to the other parties such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party as necessary to carry out, evidence and confirm the intended purposes of this Agreement.

(b) If in the review of any Site Designation Supplement either party identifies any corrections that in either party's judgment necessitate further revisions to Exhibit B, C or D to such Site Designation Supplement, the parties may at either party's request effect the correction by SE Technologies of such Exhibit B, C or D, and defer the recordation of such Site Designation Supplement until such revisions are made, for up to thirty (30) days.

(c) In addition, with respect to the Included Sites, the parties shall have the right to review and make corrections, if necessary, to any and all exhibits to the Site Designation Supplements applicable to such Included Sites after the applicable Closing. After making any such corrections, TowerCo shall re-record any such Site Designation Supplements to reflect such corrections, if requested by the applicable Transferring Entity.

(d) If after any Closing any party discovers that the name of the Transferring Entity as set forth in any Site Designation Supplement is incorrect, the applicable Transferring Entity shall re-execute such Site Designation Supplement in such a manner as to correct such name, and TowerCo shall re-record such Site Designation Supplement, unless the parties agree that such re-recording is not necessary. The foregoing obligation shall survive the Closing in respect of which such Site Designation Supplement was executed for a period of six (6) months.

(e) The Transferring Entity shall have the right, at its sole expense, to cause any amendment to the Site Designation Supplement to be recorded. In addition, the parties shall cooperate with each other to cause changes to be made in the documentation for any Site, and in the Site Designation Supplement for such Site, if such changes are requested by the Transferring Entity to evidence any permitted changes in the Reserved Space or Transferred Interest respecting such Site, including without limitation changes in such Transferring Entity's antennas or other parts of its Communications Facility at such Site. Such obligation shall survive any Closing without limitation.

4.5 Field Inspection. Prior to the applicable Closing Date, CCIC shall,

or shall cause SE Technologies or another agent satisfactory to CCIC and BMI, as to the Initial BMI Professional Services Agreement or BST as to the BST Professional Services Agreement to conduct, pursuant to the SET Agreement or another agreement on substantially the same terms and conditions, or otherwise in form and substance satisfactory to BMI and BST and to which BMI or BST is a party or an intended third party beneficiary (each, an "Inspection Services Agreement"), collect the data relating to the Existing Sites, adequately describe such Existing Sites and prepare Exhibits B, C and D for all Site Designation Supplements relating to such Existing Sites, all in accordance with the terms thereof. CCIC shall be responsible for the timely performance by such agent of such field inspection and shall pay all the fees and expenses of such agent. BMI and BST shall cooperate with CCIC to coordinate such field inspection. CCIC shall, or shall cause such agent to, make such changes in its documentation as may be requested by the applicable Transferring Entity to effect any correction, whether before or after the applicable Closing. Such obligation shall survive the applicable Closing until six (6) months after the Final Closing. The Inspection Services Agreement will provide, among other things, that any time, as provided therein, BMI or BST as applicable, may (i) make corrections to Exhibits B, C and D to the Site Designation Supplements after the applicable Closing Date, as provided therein and (ii) if such agent does not perform in accordance with the requirements of the Inspection Services Agreement, exercise sole authority over the agent, whereupon the agent will follow BMI's or BST's, as applicable, directions and not CCIC's directions; provided, that BMI and BST under the respective Inspection Service Agreement

thereafter will be responsible for the payment of the fees and expenses of such agent incurred in connection with such agent's compliance with BMI's or BST's, as applicable directions. The parties agree that, as between the parties, the description of Existing Sites shall be

sufficient to adequately describe the Transferred Interests, and agree to cause such agent to make changes and corrections requested by a party consistent with that objective. In addition, where any discrepancy in Exhibits B, C or D requires verification in the field, including without limitation verification as to the number of antennas, height of antennas, location of antennas or location of antenna mounting hardware, the parties shall provide adequate resources and personnel to resolve such discrepancy within thirty (30) days after the applicable Closing.

4.6 Deferral of Closings; Updating of Representations. (a) Each

Transferring Entity will have the right to defer the Closing as to any Site to a later Closing by virtue of (i) the failure of such Site to satisfy any condition to the obligations of CCIC or TowerCo respecting such Site (including without limitation the failure to obtain any Ground Lessor Consent, as contemplated by Section 3.7) or (ii) the breach by the applicable Transferring Entity of any Real Estate Representation as to such Site. If, by the Final Closing, the applicable Transferring Entity fails, after the exercise of reasonable efforts, to cause any such unsatisfied (and unwaived) condition to be satisfied or to cure any such (unwaived) breach of a Real Estate Representation, such Site shall constitute an Excluded Site or Maintained Site pursuant to and as provided in Section 3.3. CCIC shall notify BMI or BST prior to the applicable Closing of any Site that it believes does not satisfy any condition in this Agreement to its obligations to acquire the Transferred Interest in such Site, including without limitation by virtue of a breach of a Real Estate Representation as to such Site. The applicable Transferring Entity will have the right to cure any such breach of a representation, warranty or covenant and/or remedy such condition, and defer the Closing of such Site to facilitate such cure, as provided above.

(b) As soon as reasonably practicable prior to the date scheduled for any Closing in the Closing Schedule, the applicable Transferring Entity shall disclose in writing any material information, known to such Transferring Entity without additional inquiry, that is required to (x) be provided pursuant to any representation or warranty made by a Transferring Entity pursuant to Article 6 or (y) cause any Real Estate Representation with respect to any Existing Site to be true and correct in all material respects and would modify, amend or supplement such Real Estate Representation, including without limitation: (i) to set forth exceptions to any such representations and warranties, where such exceptions were not theretofore set forth in this Agreement or any Schedule hereto, or (ii) to reflect any lease, sublease or license that becomes an Existing Lease entered into after the date of this Agreement in the ordinary course of business consistent with past practices and matters related thereto. The applicable Transferring Entity shall provide any such disclosure that relates to such Transferring Entity and does not constitute a Real Estate Representation prior to the first Closing in which any Sites of such Transferring Entity is included. Any such disclosure shall be deemed to create and constitute a portion of, and all such disclosures together shall be, the "Disclosure Schedule". Any Existing Site in respect of which the applicable Transferring Entity makes any disclosure pursuant to this Section 4.6(b) may, at CCIC's option, be deferred to a later Closing Date pursuant to Section 4.6(a), where the matters so described would have a Material Adverse Effect on such Existing Site. The sole remedy of CCIC and TowerCo in respect of any such disclosure as to any Site shall be to cause such Site to be a Maintained Site pursuant to Section 3.3 or, at the

applicable Transferring Entity's option pursuant to Section 4.6, to be an Excluded Site hereunder or to defer the Closing for such Site to a later Closing Date.

4.7 Re-Recordation. Whenever in this Agreement either party is required

or has the right to record or re-record any document, including without limitation any Site Designation Supplement, Ground Lease or a memorandum thereof, TowerCo shall, or shall cause the agent effecting such recordation to, deliver a copy of the document to the other party promptly after receipt thereof, and in any event contemporaneously with its first delivery thereof to the recording party.

4.8 Title Searches. For each Closing following the Initial Closing,

TowerCo shall cause (i) a national title insurance company with licensed agents in each part of the Territory to cause a full title search to be undertaken as to each Site in such part of the Territory and (ii) to deliver copies of such title search to BMI not less than ten (10) days prior to the date scheduled for such Closing in the Closing Schedule, and in any event contemporaneously with the delivery of such searches to any Crown Affiliate or agent of any Crown Affiliate. Each Transferring Entity whose Sites are covered by the foregoing obligation shall provide access to any documents reasonably available to it, to the extent necessary to facilitate such title search.

ARTICLE 5
ADDITIONAL AGREEMENTS

5.1 Expenses. (a) Except as otherwise provided herein, all expenses

incurred by TowerCo in connection with the negotiations among the parties, and the authorization, preparation, execution and performance of the Transaction Documents and the transactions contemplated hereby shall be paid by TowerCo.

(b) Except as otherwise provided herein, all expenses incurred by CCIC in connection with the negotiations among the parties, and the authorization, preparation, execution and performance of the Transaction Documents and the transactions contemplated hereby shall be paid by CCIC.

(c) Except as otherwise provided herein, all expenses incurred by BMI, BST and the other Transferring Entities in connection with the negotiations among the parties, and the authorization, preparation, execution and performance of the Transaction Documents and the transactions contemplated hereby shall be paid by BMI, BST or such other Transferring Entity; provided that BMI may allocate a pro rata portion of fees, costs and expenses that are not specific to BMI's Sites to the other Transferring Entities, based on its percentage of all Included Sites.

5.2 Brokers. Each Transferring Entity hereby represents and warrants to

TowerCo that no broker or finder has acted on its behalf in connection with this Agreement or the transactions contemplated herein and agrees to indemnify TowerCo Indemnitees from and against any and all claims or demands for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of BMI. CCIC and TowerCo,

jointly and severally, hereby represent and warrant to each Transferring Entity that no broker or finder has acted on their behalf or on behalf of any of them in connection with this Agreement or the transactions contemplated herein and each of them agrees, jointly and severally, to indemnify BMI Indemnitees from and against any and all claims or demands for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of the CCIC and TowerCo.

5.3 Risk of Loss and Insurance. Between the date of this Agreement and

each Closing, the risks and obligations of ownership and loss of the Transferred Interests with respect to the Sites subject to such Closing and the correlative rights against insurance carriers and third parties shall belong to the applicable Transferring Entity. In the event of the damage or destruction of all or a substantial portion of the Transferred Interests prior to any Closing, the affected Sites shall become Excluded Sites and the Consideration shall be reduced in accordance with Section 3.3, unless the parties agree to the contrary, provided that such reduction shall first be a reduction only of the Stock Consideration, unless and to the extent Transferring Entities no longer hold any Stock Consideration.

5.4 Condemnation. In the event of the taking of any part of the

Transferred Interest of any Site, or any interest therein, by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any

such proceedings, prior to any Closing, the affected Sites shall become Excluded Sites and the Consideration shall be reduced in accordance with Section 3.3, unless the parties agree to the contrary, provided that such reduction shall first be a reduction only of the Stock Consideration, unless and to the extent Transferring Entities no longer hold any Stock Consideration.

5.5 Publicity. Except as required by applicable Laws or any applicable

stock exchange rules, all press releases and other public announcements with respect to the subject matter hereof, including the time, form and content of such release or announcement, shall be made only with the mutual written agreement of TowerCo and BMI; provided, however, that any disclosure required to

be made under applicable Law or any applicable stock exchange rules may be made only if a party required to make such disclosure has determined in good faith that it is necessary to do so and has used its reasonable best efforts, prior to the issuance of the disclosure, to provide the other parties with a copy of the proposed disclosure and to discuss the proposed disclosure with the other parties.

5.6 TowerCo's Access and Inspection. BMI, BST and the other Transferring

Entities shall provide TowerCo and its authorized representatives (i) reports as to the Sites in electronic form, to the extent reasonably available and (ii) reasonable access during normal business hours from and after the date hereof until the Final Closing to the books and records of BMI, BST or such Transferring Entity, as applicable, relating to the Transferred Interests and for physical inspection of the Transferred Interest, for the purpose of making such investigation as TowerCo may reasonably desire, and each such party shall reasonably promptly furnish TowerCo such information concerning the Transferred Interests as TowerCo may reasonably request. BMI shall reasonably assist TowerCo in making such investigation and shall cause BMI's counsel,

accountants, consultants and other non-employee representatives to be reasonably available to TowerCo for such purposes.

5.7 Parent's Public Documents and Access to Information. CCIC agrees to

provide to BMI a true, correct and complete copy of each document filed with the Securities and Exchange Commission ("SEC") between the date of this Agreement and the date of each Closing (other than preliminary registration and proxy statements and registration statements on Form S-8) ("Current SEC Documents"). CCIC will also provide BMI with opportunities to become familiar with the business, financial condition, management, prospects and operations of CCIC, including reasonable opportunities to ask questions of, receive answers from and obtain information regarding CCIC and its business which is material to the subject matter of this Agreement.

5.8 Parent Stock. There shall be placed on all certificates representing

shares of Parent Stock issued to BMI as Stock Consideration pursuant to this Agreement appropriate restrictive legends referencing the restrictions imposed by applicable Securities Laws, which legend shall expressly provide that such legend will be of no further effect on the second anniversary of the date of issuance of such shares (except as may be required by virtue of changes in applicable law). CCIC shall cause such legend to be removed upon request of the applicable Transferring Entity pursuant to and as provided in Rule 144 of the Securities Act of 1933, as amended. Notwithstanding anything to the contrary contained herein, the Parent Stock issued as the Stock Consideration shall be subject to a registration rights agreement executed and delivered by CCIC to BMI at the Initial Closing (the "Registration Rights Agreement").

5.9 Cooperation. The parties shall cooperate fully with each other and

with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations hereunder, and all parties shall use commercially reasonable efforts to consummate the transactions contemplated herein and to fulfill their obligations hereunder, including, without limitation, causing to be fulfilled at the earliest practical date the conditions precedent to the obligations of the parties to consummate the transactions contemplated hereby set forth in Articles 10 and 11. Without the prior written consent of the other parties, no party hereto may take any intentional action that would cause the conditions precedent to the obligations of the parties hereto to effect the transactions contemplated hereby not to be fulfilled, including, without limitation, taking or causing to be taken any action that would cause the representations and warranties made by such party herein not to be true, correct and complete as of each Closing.

5.10 Governmental Filings. (a) The parties shall make, or cause to be

made, all filings and submissions required to be made to any Government in connection with the transactions contemplated by this Agreement, provided however that the parties acknowledge and agree that no filings or submissions are required under the Hard-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act").

(b) Each party hereto agrees to use commercially reasonable efforts to comply with all legal requirements which may be imposed on such party with respect to the transactions contemplated by the Transaction Documents and to obtain all consents, orders and approvals that may be or become necessary for the consummation of the transactions contemplated by the Transaction Documents and each party shall furnish to the other parties such necessary information and reasonable assistance as other parties may reasonably request in connection with the preparation of necessary filings or submissions to any governmental or other regulatory agency in promptly seeking to obtain all such consents, orders and approvals.

5.11 Confidentiality. (a) The parties acknowledge and agree that in the

course of their discussions and negotiations of the Transaction Documents and the transactions contemplated herein, a party hereto (the "Disclosing Party") may already have disclosed or may hereafter disclose Confidential Information (as defined below) to one or more of the other parties hereto (each, a "Disclosee"). Each party agrees that if the transactions contemplated herein are not consummated, it will return to the Disclosing Party all documents and other written information furnished to it. Each party further agrees to maintain the confidentiality of any and all Confidential Information of a Disclosing Party and not disclose or give any Confidential Information to any Person or use such Confidential Information, provided, however, that the

foregoing obligations will not apply to: (i) any information which was lawfully known by the Disclosee free of any obligation of confidentiality to any Person prior to its disclosure by the Disclosing Party; (ii) any information which was in the public domain prior to the disclosure thereof; (iii) any information which comes into the public domain through no fault of the Disclosee; (iv) any information which is disclosed to the Disclosee by a third party, other than an Affiliate, having the legal right to make such disclosure; (v) any information which is required to be disclosed by Order of any Forum or as required by Law, or (vi) TowerCo's disclosure of Confidential Information to third parties if reasonably related to TowerCo's Permitted Use of the Sites as contemplated in the Transaction Documents. Without limiting the generality of the foregoing, each party agrees that, when acting as a Disclosee, it will (a) restrict the disclosure of the Confidential Information of the Disclosing Party to those employees of Disclosee who require such information for the purposes contemplated hereunder, (b) notify all of its employees to whom Confidential Information of the Disclosing party is disclosed not to use or disclose such Confidential Information in violation of this Agreement, (c) prevent use or disclosure by its employees of the Confidential Information of the Disclosing Party, except as provided herein, and (d) promptly inform the Disclosing Party of any use or disclosure of the Confidential Information of the Disclosing Party, whether intentional or not, which violates the provisions of this section and of which Disclosee has any knowledge.

(b) For purposes of this Section 5.11, "Confidential Information" means any and all technical, business, and other information which is (i) possessed or hereafter acquired by a Disclosing Party and (ii) derives economic value, actual or potential, from not being generally known to Persons other than the Disclosing Party, including, without limitation, technical or nontechnical data, compositions, devices, methods, techniques, drawings, inventions, processes, financial data, financial plans, lists of actual or potential customers or suppliers, information regarding the business plans and operations of the Disclosing Party, and the existence of

discussions and negotiations between the parties hereto relating to the terms hereof; provided, however, it does not include confidential business information that does not constitute a trade secret under applicable law after the first (1st) anniversary of the date hereof. The provisions of this Section 5.11 shall survive any termination of this Agreement for any reason and shall remain in full force and effect from and after the Initial Closing Date so long as the Sublease and the Site Maintenance Agreement remain in full force and effect.

(c) Each of CCIC and TowerCo acknowledges and agrees that the databases respecting the Sites maintained on behalf of BMI are owned by BMI and constitute trade secrets of BMI. Any data from such databases that BMI provides to CCIC may be used by CCIC in accordance with the terms of this Agreement, including without limitation Section 5.11.

5.12 Real Estate Matters. (a) Prior to the applicable Closing, CCIC shall

notify BMI and BST if the Ground Lease or a memorandum thereof has not been recorded for any Site. TowerCo shall use its commercially reasonable efforts to effect such recordation, at its sole cost and expense, except where prohibited by Law or the terms of the applicable Ground Lease. The applicable Transferring Entity shall execute documents reasonably requested by CCIC to effect such recordation, and shall cooperate with TowerCo in pursuing such recordation.

(b) If notwithstanding the foregoing efforts, TowerCo is unable to record any theretofore unrecorded Ground Lease or memorandum thereof in respect of any Site, then TowerCo shall nonetheless use reasonable efforts to cause the Site Designation Supplement for such Site to be duly recorded, including on the face of the applicable Site Designation Supplement a cross reference to the applicable deed and its recording information, submitting the Site Designation Supplement for recordation (which Site Designation Supplement shall include a copy of the applicable Ground Lease or a memorandum thereof), requesting that the clerk of the applicable jurisdiction cross-index the Site Designation Supplement to the grantor-grantee index and otherwise using reasonable efforts to effect such recordation; provided, however, that nothing contained in this

Section 5.12 (including any failure of TowerCo to record any Ground Lease or a memorandum thereof or a Site Designation Supplement in the absence of such recordation) shall constitute a condition precedent to CCIC's or TowerCo's obligation to close the transactions contemplated by this Agreement with respect to such Site or otherwise release CCIC or TowerCo from the obligation to treat such Site as an Included Site at the applicable Closing.

(c) The applicable Transferring Entity and, after the applicable Closing, TowerCo shall each have the right to place, each at its sole cost and expense, accurate signage on each Site to put third parties on notice of its interest in such Site, subject to compliance with applicable Laws.

(d) Notwithstanding anything to the contrary contained herein, if TowerCo is unable to record any unrecorded Ground Lease or memorandum thereof in respect of any Site, record a Site Designation Supplement as aforesaid or otherwise to protect the applicable Transferring Entity's interest in such Site and at any time thereafter the applicable Transferring Entity loses its interest under the Ground Lease by virtue of a foreclosure of a prior Mortgage on

the fee interest of such Site, TowerCo will have no claim against BMI or the Transferring Entity in respect thereof, but if such Transferring Entity desires to locate another Tower in the same general area, TowerCo will have the right to build the Tower for such Transferring Entity pursuant to the Build to Suit Agreement, and such Tower shall become subject to the applicable Sublease. No such Tower will constitute a Qualifying Site, as defined in the Build to Suit Agreement.

(e) Following the applicable Closing, TowerCo and each Transferring Entity whose Sites were the subject of a Site Designation Supplement and whose Ground Lease or memorandum was not recorded, shall continue reasonable efforts to cause the Ground Lease or a memorandum thereof to be recorded. Such obligation shall expire on the first anniversary of the Final Closing. If any such Ground Lease or a memorandum is thereafter recorded in respect of any Site, the parties shall re-record the Site Designation Supplement for such Site.

(f) Each Site Designation Supplement shall be in recordable form. CCIC shall be responsible for effecting the recordation of all Site Designation Supplements, unless prohibited by Law or by the applicable Ground Lease, and CCIC shall bear all costs and expenses incurred in connection therewith. Promptly after effecting such recordation, CCIC shall give the applicable Transferring Entity written confirmation of such recordation and copies of the recorded documents.

5.13 TowerCo's Employees. (a) The parties have agreed that the employees

of BMI listed in Exhibit E are the employees whose services are desired in order for TowerCo to successfully comply with the obligations imposed on TowerCo by the Transaction Documents (the "Identified Employees"). Subject to this Section 5.13, except as set forth in Exhibit E, prior to the Initial Closing TowerCo shall offer employment to the Identified Employees. Once an offer is made, BMI shall not interfere with or dissuade any such Identified Employee from accepting such offer.

(b) Notwithstanding anything to the contrary contained herein, CCIC shall have the right to interview any Identified Employee to determine if such Identified Employee possesses qualifications or experience necessary to perform the duties and obligations required for the applicable position. If CCIC determines, in good faith, that any Identified Employee lacks necessary qualifications or experience, then CCIC and TowerCo shall have the right not to offer employment to such Identified Employee.

(c) Notwithstanding anything to the contrary contained herein, no employee listed on Schedule 5.13(c) shall be an Identified Employee subject to the provision of this Section 5.13.

(d) If and to the extent permitted by applicable law without disqualification to CCIC's benefit plans, CCIC shall treat such employees for benefit plan purposes in the same manner as it treats its own similarly situated employees. CCIC shall use reasonable best efforts to offer salary to each such employee at a salary at least comparable to the salary he or she receives as of the Initial Closing, and shall offer any employee whose salary does not exceed 110% of the maximum salary associated with his or her CCIC pay grade, their current salary. If and to the

extent permitted by applicable law without disqualification to CCIC's benefit plans, CCIC shall give service credit to any such employee for his or her years of service with BMI for purposes of participation in benefit plans and determining benefit levels, including vacation.

5.14 Update of Information. At all times prior to the Final Closing,

TowerCo and CCIC shall promptly provide BMI and BST, and BMI and BST, subject to Section 4.6(b), shall promptly provide CCIC with written notification of any material fact, event, occurrence or other information of any kind whatsoever which affects, or may affect, the truthfulness, correctness or completeness of any representation, warranty, covenant or agreement made in this Agreement, any other Transaction Document or any document, agreement, instrument, certificate or writing furnished to any party or its respective Affiliates pursuant to or in connection with this Agreement, or which affects or may affect the continued truthfulness, correctness or completeness of any thereof through the date of the Final Closing. Each such written notification shall specifically identify all representations, warranties, covenants and agreements affected by the fact, event, occurrence or information that necessitated the giving of the notice; provided, that, except as set forth in Section 4.6(b), no such notification of

any material fact, event, occurrence or other information shall be deemed to modify, amend or supplement any such representation, warranty, covenant and agreement.

5.15 CCIC's Guaranty. (a) CCIC unconditionally guarantees to BMI, BST and

the other Transferring Entities the full and timely performance and observance of all of the terms, provisions, covenants and obligations of TowerCo under this Agreement and other Transaction Documents and any Affiliate of TowerCo under any Transaction Documents (the "Obligations"). CCIC agrees that if TowerCo or TowerCo's Affiliate defaults at any time in the performance of any of the Obligations, CCIC shall faithfully perform and fulfill all Obligations and shall pay to BMI all reasonable attorneys' fees, court costs, and other expenses, costs and disbursements incurred by BMI on account of any default by TowerCo or TowerCo's Affiliate and on account of the enforcement of this guaranty.

(b) If TowerCo or TowerCo's Affiliate defaults under this Agreement or any Transaction Documents, and BMI elects (on its own behalf and on behalf of the other Transferring Entities) to enforce the provisions of this Section 5.15, BMI shall promptly give CCIC reasonably detailed written notice thereof, which notice shall constitute an exercise of BMI's rights against CCIC pursuant to this Section 5.15. Following the receipt of such notice by CCIC, CCIC shall have the same period of time as is afforded to TowerCo or TowerCo's Affiliate under this Agreement or any Transaction Documents to cure such default, but no such cure period shall diminish the obligations of CCIC under this Section 5.15.

(c) This guaranty obligation of CCIC shall be enforceable by BMI in an Action against CCIC without the necessity of any Action by BMI of any kind or nature whatsoever against TowerCo or its Affiliate, without the necessity of any notice to CCIC of TowerCo's or its Affiliate's default or breach under this Agreement or any Transaction Documents, and without the necessity of any other notice or demand to CCIC to which CCIC might otherwise be entitled, all of which notices CCIC hereby expressly waive. CCIC hereby agrees that the validity of this

guaranty and the obligations of CCIC hereunder shall not be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by BMI against TowerCo or its Affiliate any of the rights or remedies reserved to BMI pursuant to the provisions of this Agreement or any Transaction Documents or any other remedy or right which BMI may have at law or in equity or otherwise.

(d) CCIC covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of CCIC hereunder shall not be affected, modified, or diminished by reason of any modification or termination of this Agreement and any other Transaction Documents or any modification or waiver of or change in any of the covenants and terms of this Agreement or any Transaction Documents by agreement of BMI and TowerCo or its Affiliate, or by any unilateral action of either BMI or TowerCo or its Affiliate, or by an extension of time that may be granted by BMI to TowerCo or its Affiliate or any indulgence of any kind granted to TowerCo or its Affiliate, or any dealings or transactions occurring between BMI and TowerCo or its Affiliate, including, without limitation, any adjustment, compromise, settlement, accord and satisfaction, or release, or any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership, or trusteeship affecting TowerCo or its Affiliate. CCIC does hereby expressly waive any suretyship defense it may have by virtue of any Law of any state or Government.

(e) All of BMI's' rights and remedies under this guaranty are intended to be distinct, separate, and cumulative and no such right and remedy herein is intended to be the exclusion of or a waiver of any other.

(f) CCIC hereby waives presentment, demand for performance, notice of nonperformance, protest, notice of protest, notice of dishonor, and notice of acceptance. CCIC further waives any right to require that an action be brought against TowerCo or its Affiliate or any other person or to require that resort be had by BMI to any security held by BMI. The provisions of this Section 5.15 shall survive any termination of this Agreement.

ARTICLE 6
REPRESENTATIONS, WARRANTIES

AND COVENANTS OF TRANSFERRING ENTITIES

As an inducement to CCIC and TowerCo to enter into and perform each and all Transaction Documents, each Applicable Transferring Entity, severally and not jointly, hereby represents and warrants to CCIC and TowerCo, as to itself and its Sites, as follows (such representations and warranties being deemed made, in the case of (x) BMI and BST, as of the date hereof, and (y) Transferring Entities whose Sites are included in a Closing, only as of the date of such Closing):

6.1 Organization, Authority and Qualification. Each of BMI and BST is a

corporation, duly organized, validly existing and in good standing under the laws of the State of

Georgia. Each other Transferring Entity is an entity duly organized, validity existing and in good standing under the laws of the State of its formation. Each Transferring Entity is duly authorized, licensed or qualified to do business in any jurisdiction where the ownership, use or occupancy of the Sites would require it to be authorized, licensed or qualified, except where the failure to be authorized, licensed or qualified would not have a Material Adverse Effect. Each Transferring Entity has the requisite corporate power and authority to own, lease, sublease, use and occupy the Sites as they are now being owned, leased, subleased, used and occupied by such Transferring Entity. Each Transferring Entity has the right, power and authority to transfer the Transferred Interests of its Sites in accordance with the terms, provisions and conditions of this Agreement and other Transaction Documents.

6.2 Capacity; Inconsistent Obligations. (a) Each Transferring Entity has,

or will have, prior to the first Closing in which any of its Sites is included, the corporate power and authority to execute and deliver the Transaction Documents to which it is a party and to perform and comply with the Transaction Documents to which such Transferring Entity is a party in accordance with their respective terms. The Transaction Documents to which each Transferring Entity is a party have been, or will be, prior to the first Closing in which any of its Sites is included, duly and validly executed and delivered by such Transferring Entity and constitute, or will constitute, prior to the first Closing in which any of its Sites is included, the valid and legally binding obligations of such Transferring Entity subject to general equity principles, enforceable in accordance with their respective terms, except as the same may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors generally.

(b) Except as set forth in the Disclosure Schedule, neither the execution and delivery of the Transaction Documents to which such Transferring Entity is a party, nor the consummation of the transactions contemplated therein will (i) result in a violation of such Transferring Entity's articles of incorporation or bylaws, or (ii) to such Transferring Entity's knowledge, result in a breach of or default under any term or provision of any contract or agreement to which such Transferring Entity is a party, except where such breach or default would not have a Material Adverse Effect.

6.3 Consents. Except for the consents specified in the Disclosure

Schedule with respect to each Closing, the execution and delivery by each Transferring Entity of this Agreement and other Transaction Documents to which such Transferring Entity is a party, the consummation of the transactions contemplated herein and therein, and the performance by such Transferring Entity hereunder and thereunder does not require the consent, approval or action of, or any filing with or notice to, any Government or other Person.

6.4 No Violation; Compliance with Laws. Except as set forth in the

Disclosure Schedule, no Transferring Entity is in default under or in violation of (a) its articles of incorporation or bylaws, (b) any Order to which such Transferring Entity is subject, or (c) any Existing Leases, except where such defaults or violations would not have a Material Adverse Effect. Each Transferring Entity has complied with all applicable Laws, except where the failure to have so complied would not have a Material Adverse Effect.

6.5 Litigation; Contingencies. Except as set forth in the Disclosure

Schedule, there are no Actions pending or to the best of each Transferring Entity's knowledge, threatened against, by or affecting such Transferring Entity which adversely affect the Transferred Interests or which question the validity or enforceability of this Agreement. There are no unsatisfied judgments or Orders against any Transferring Entity to which the Transferred Interests are subject.

6.6 Leased and Owned Sites. Except as set forth in the Disclosure

Schedule: (a)(i) Such Transferring Entity holds a valid leasehold interest or a Qualifying Interest in each of its Leased Sites pursuant to a Ground Lease, and (ii) to the best knowledge of the applicable Transferring Entity, (x) each of the Ground Leases is in full force and effect, (y) neither the Transferring Entity nor the Ground Lessor is in breach of the Ground Lease, except for breaches that would not have a Material Adverse Effect, and (z) such Transferring Entity has delivered to CCIC copies of each of the Ground Leases, which copies are true, correct and complete in all material respects.

(b) To the best knowledge of the applicable Transferring Entity, such Transferring Entity holds valid fee simple title to each of the Owned Sites, free and clear of all Liens other than Permitted Liens.

6.7 Real Property. To the best knowledge of the Applicable Transferring

Entity, as to each Existing Site, except as set forth in the Disclosure Schedule:

(a) Such Transferring Entity's ownership, lease or use of the Land included in the Transferred Interests respecting such Existing Site is in compliance with all applicable zoning and other land use requirements where the failure to so comply would materially limit such Transferring Entity's ability to use such Land in the ordinary course of its business, or the Permitted Use of such Land.

(b) The utility services currently available to such Existing Site are adequate for the present use of such Existing Site by such Transferring Entity, are being supplied to such Transferring Entity by utility companies or pursuant to valid and enforceable contracts or tariffs, and there is no condition which, to the best of such Transferring Entity's knowledge, will result in the termination of the present access from such Existing Site to such utility services.

(c) Such Transferring Entity has obtained all easements and rights-of-way that are reasonably necessary to provide vehicular and pedestrian ingress and egress to and from each of the Existing Sites for the purposes used by such Transferring Entity in the ordinary course. No Action is pending or threatened which would have the effect of terminating or limiting such access.

(d) No breach or event of default by such Transferring Entity has occurred and is continuing under any Ground Lease and Existing Lease, as applicable, respecting one or more Sites, except where such breach or event of default would not have a Material Adverse Effect.

6.8 Eminent Domain. Except as set forth in the Disclosure Schedule, no

Transferring Entity has received any written notice that any Government having the power of eminent domain over any of the Land included in the Transferred Interests has commenced or intends to exercise the power of eminent domain or a similar power with respect to all or any part of such Land.

6.9 Taxes. To the best knowledge of the applicable Transferring Entity,

except as set forth in the Disclosure Schedule, (i) such Transferring Entity has duly and timely filed all federal, state, municipal and local Tax returns and reports (collectively, "Returns") with respect to all Taxes owing in respect of its Existing Sites, (ii) all Taxes imposed on a Transferring Entity in respect of its Existing Sites by any Government which have become due and payable by such Transferring Entity for all periods through the date of this Agreement have been paid in full, (iii) there are no proposed assessments against such Transferring Entity of additional Taxes in respect of its Existing Sites, and (iv) there is no dispute or Action concerning any Tax Liability of such Transferring Entity raised by a Government in writing.

6.10 Governmental Permits. To the best knowledge of the applicable

Transferring Entity, except as set forth in the Disclosure Schedule: (i) such Transferring Entity has obtained all Governmental Permits that are required for the ownership, use or occupancy of its Existing Sites or the Transferred Interests, all of which are in full force and effect, except where the failure to obtain any such Governmental Permit or of any such Governmental Permit to be in full force and effect would not have a material adverse effect on such Transferring Entity or its business or on the Permitted Use; and (ii) each Transferring Entity has complied with all such Governmental Permits, except where the failure to comply would not have a material adverse effect on such Transferring Entity or on the Permitted Use.

6.11 Environmental Matters. Except as set forth in the Disclosure

Schedule, to the best of each Transferring Entity's knowledge, no Environmental Condition exists and no pending or threatened Action in respect of any Environmental Condition exists at any of its Existing Sites which would have a material adverse effect on such Transferring Entity's use of such Existing Site consistent with past practices or on TowerCo's use of such Existing Site consistent with the Sublease.

6.12 Existing Leases; Colocation Agreements; Master License Agreements;

Other Agreements. To the best knowledge of each Transferring Entity, except for

the Existing Leases, Master License Agreements and Colocation Agreements set forth in the Disclosure Schedule, there are no leases or other agreements for use, occupancy or possession presently in force with respect to all or any portion of the Sites. Each Transferring Entity has made available to CCIC and TowerCo copies of the Existing Leases, Colocation Agreements, Master License Agreements and other agreements identified in the Disclosure Schedule. To the best knowledge of each Transferring Entity, such copies are true and complete in all material respects and include all material amendments, supplements and modifications thereto or material waivers currently in effect thereunder.

6.13 No Undisclosed Liabilities. To the best knowledge of the applicable

Transferring Entity, except as set forth in the Disclosure Schedule, no liabilities or obligations (whether pursuant to Contracts or otherwise) of any kind whatsoever (whether accrued, contingent, absolute, determined, determinable or otherwise) have been incurred by any Transferring Entity with respect to the Transferred Interests and which have had or could reasonably be expected to have a Material Adverse Effect after the consummation of the transactions contemplated hereby, other than liabilities or obligations disclosed or provided for in the Transaction Documents.

6.14 Authorization. BMI has the requisite power and authority, on its own

behalf and prior to the first Closing in which a Transferring Entity's Sites are included, will have the requisite power and authority, on behalf of each and every Transferring Entity, to execute this Agreement and the Transaction Documents to which any of them is a party and to consummate the transactions performed or to be performed by any or all of them hereunder and thereunder. Such execution, delivery and performance by BMI have been or will be duly authorized by all necessary action. This Agreement and the Transaction Documents (when entered into) will constitute valid and binding obligations of the Transferring Entities, enforceable in accordance with their respective terms.

6.15 No Other Warranties. Except for the representations, warranties and

covenants expressly set forth in this Article 6, and subject to Section 3(a) of the Sublease, the Transferred Interests are being transferred by Transferring Entities AS IS, WHERE IS, and with all faults, and there are no other warranties being made by any of the Transferring Entities INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE TRANSFER OF THE TRANSFERRED INTERESTS OR THE OTHER TRANSACTIONS CONTEMPLATED BY THE TRANSACTION DOCUMENTS. Each of CCIC and TowerCo acknowledges and agrees that: (i) no examination or investigation of the Transferred Interests by or on behalf of TowerCo prior to any Closing shall in any way modify, affect or increase a Transferring Entity's obligations under the representations, warranties, covenants and agreements set forth in this Article 6; and (ii) any representation or warranty as to the adequacy of any Site or the Tower or Improvements thereon is limited to the adequacy to the applicable Transferring Entity and not to TowerCo, CCIC or any other Person.

ARTICLE 7
REPRESENTATIONS, WARRANTIES

AND COVENANTS OF TOWERCO

As an inducement to BMI, BST and the other Transferring Entities to enter into and perform each and all Transaction Documents, TowerCo hereby represents and warrants to BMI, BST and each of the Transferring Entities as follows:

7.1 Organization, Authority and Qualification. TowerCo is a corporation

duly organized and validly existing under the laws of the State of Delaware. TowerCo has its principal office and place of business at the location specified in Schedule 7.1. TowerCo has or will have at the time of the applicable Closing full corporate power and authority to carry on its business as

it has been, now being conducted and to own or lease its properties and to carry on its businesses as and in all places where such business is currently conducted and such properties are or will be owned or leased. TowerCo is or will be at the time of the applicable Closing duly authorized, licensed or qualified to do business in all the jurisdictions where such business and the ownership, use and occupancy of such properties would require it to be authorized, licensed or qualified.

7.2 Ownership of Shares; Subsidiaries. (a) TowerCo has a total authorized

share capital consisting of 3,000 common shares, par value \$.01 per share, of which 1,000 shares are presently issued and outstanding ("TowerCo Shares"), and all such issued and outstanding shares are owned of record and beneficially by CCIC or a wholly owned subsidiary of CCIC. All such issued TowerCo Shares are duly authorized, validly issued, fully paid and nonassessable and were authorized, offered, issued and sold in accordance with all applicable securities and other Laws. The certificate of incorporation of TowerCo does not provide for preemptive rights in favor of any Person. There are no outstanding securities convertible into the share capital or rights to subscribe for or to purchase, or any options for the purchase of, or any agreements or arrangements providing for the issuance (contingent or otherwise) of, or any Actions relating to, the share capital of TowerCo.

(b) Except as set forth on Schedule 7.2, TowerCo does not own and has no interest, direct or indirect, or any commitment to purchase or otherwise acquire, any share capital or other equity interest, direct or indirect, in, or to make any loan or other investment in, any other Person.

(c) CCIC or a wholly owned subsidiary of CCIC is the sole owner of the TowerCo Shares, free and clear of any and all pledges, security interests, options or rights of others.

7.3 Capacity; Inconsistent Obligations. (a) TowerCo has the corporate

power and authority to execute and deliver the Transaction Documents to which it is a party and to perform and comply with the Transaction Documents to which it is a party in accordance with their respective terms. The Transaction Documents to which TowerCo is a party have been duly and validly executed and delivered by TowerCo and constitute the valid and legally binding obligations of TowerCo subject to general equity principles, enforceable in accordance with their respective terms, except as the same may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors generally.

(b) Neither the execution and delivery of the Transaction Documents to which TowerCo is a party, nor the consummation of the transactions contemplated therein will (i) result in a violation of TowerCo's certificate of incorporation or bylaws, (ii) to TowerCo's knowledge, result in a breach of or default under any term or provision of any contract or agreement to which TowerCo is a party, except where such breach or default would not have a material adverse effect on TowerCo, or (iii) result in the creation or imposition of any Liens upon its properties and assets, other than Permitted Liens.

7.4 Consents. Except for compliance with (a) the consents specified in

Schedule 7.4, and (b) the consents specified in the Closing Schedule with respect to each Closing, the execution and delivery by TowerCo of this Agreement and other Transaction Documents to which it is a party, the consummation of the transactions contemplated herein and therein, and the performance by TowerCo hereunder and thereunder does not require the consent, approval or action of, or any filing with or notice to, any Government or other Person.

7.5 No Violation; Compliance with Laws. Except as set forth in Schedule

7.5, TowerCo is not in default under or in violation of (a) its certificate of incorporation or bylaws, (b) to TowerCo's knowledge, any Order to which TowerCo is subject, (c) any material contract to which it is a party, except where such defaults or violations would not have a material adverse effect on TowerCo or its business. TowerCo has complied with all applicable Laws, except where the failure to have so complied would not have a material adverse effect on TowerCo or its business.

7.6 Liabilities. TowerCo has no Liabilities, except (i) those reflected

on the TowerCo Existing Financial Statements or Liabilities disclosed in Schedule 7.6 to the Transaction Documents to which TowerCo is a party, (ii) Liabilities incurred in the ordinary course of business, and (iii) those that will not have a material adverse effect on TowerCo or its business.

7.7 Litigation; Contingencies. There are no Actions pending or, to the

best of TowerCo's knowledge, threatened against, by or affecting TowerCo properties and assets or that question the validity or enforceability of this Agreement.

7.8 TowerCo Financial Statements. Prior to the date hereof, TowerCo has

delivered to BMI copies of TowerCo's unaudited financial statements and related documents, identified in Schedule 7.8 (collectively, the "TowerCo Existing Financial Statements"). The TowerCo Existing Financial Statements include TowerCo's balance sheet and income statement as at April 30, 1999, which as of the date of this Agreement is the most recent balance sheet of TowerCo. The TowerCo Existing Financial Statements are true and correct, have been prepared in accordance with GAAP (other than footnotes and normal year-end adjustments), present fairly, in all material respects, the financial condition of TowerCo as of the respective dates thereto and the results of TowerCo's operations and cash flows for the periods then ended, and are consistent with the books and records of TowerCo. The books and records of TowerCo are maintained in accordance with GAAP and are true, correct and complete in all material respects.

7.9 No Broker. No broker, finder or similar agent has acted on behalf of

TowerCo in connection with this Agreement or the transactions contemplated herein.

7.10 No Other Warranties. Except for the representations, warranties and

covenants expressly set forth in this Article 7, TowerCo has not made nor is making any representations or warranties to BMI or the Transferring Entities, express or implied, in connection with the transactions contemplated by this Agreement.

ARTICLE 8
REPRESENTATIONS, WARRANTIES AND COVENANTS OF CCIC

As an inducement to BMI, BST and the other Transferring Entities to enter into and perform each and all Transaction Documents, CCIC hereby represents and warrants to BMI, BST and each of the Transferring Entities as follows:

8.1 Organization, Authority and Qualification. CCIC is a corporation duly

organized and validly existing under the laws of the State of Delaware. CCIC is duly authorized, licensed or qualified in all the jurisdictions where such authorization, license or qualification is necessary.

8.2 Capacity; Inconsistent Obligations. (a) CCIC has the corporate power

and authority to execute and deliver the Transaction Documents to which it is a party and to perform and comply with the Transaction Documents to which it is a party in accordance with their respective terms. The Transaction Documents to which CCIC is a party have been duly and validly executed and delivered by CCIC and constitute the valid and legally binding obligations of CCIC subject to general equity principles, enforceable in accordance with their respective terms, except as the same may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors generally.

(b) Neither the execution and delivery of the Transaction Documents to which CCIC is a party, nor the consummation of the transactions contemplated therein will (i) result in a violation of CCIC's articles of incorporation or bylaws, or (ii) to CCIC's knowledge, result in a breach of or default under any term or provision of any contract or agreement to which CCIC is a party, except where such breach or default would not have a material adverse effect on CCIC.

8.3 Authorization of Parent Stock. The Stock Consideration to be issued

to BMI and the Transferring Entities pursuant to Section 3.2 shall be duly available for issue and shall be scheduled for authorization on or before at least one (1) business day prior to each Closing, and upon delivery of certificates representing the appropriate portion of the Stock Consideration at each Closing to BMI or the applicable Transferring Entity in accordance with Section 3.2(c)(iv) and 3.2(e), the shares of Parent Stock will be identified in the certificate and will be duly and validly authorized and issued and will be subject to the Registration Rights Agreement.

8.4 Consents. Except for compliance with the consents specified in

Schedule 8.4, the execution and delivery by CCIC of the Transaction Document to which it is a party, the consummation of the transactions contemplated therein, and the performance by CCIC thereunder does not require the consent, approval or action of, or any filing with or notice to, any Government or other Person. Without limiting the generality of the foregoing, CCIC represents and warrants that no such consent is required under any CCIC Indenture, and agrees that it will not amend or modify any CCIC Indenture in any manner that would cause this representation and warranty to no longer be true and correct.

8.5 No Violation; Compliance with Laws. Except as set forth in Schedule

8.5, CCIC is not in default under or in violation of (a) its articles of incorporation or bylaws, (b) to CCIC's best knowledge, any Order to which CCIC is subject, or (c) any material contract to which it is a party except where such defaults or violations would not have a material adverse effect on CCIC or its business. CCIC has complied with all applicable Laws, except where the failure to have so complied would not have a material adverse effect on CCIC or its business.

8.6 Litigation; Contingencies. There are no Actions pending or to the

best knowledge of CCIC, threatened against, by or affecting CCIC that question the validity or enforceability of this Agreement.

8.7 SEC Reports. (a) CCIC has filed all material forms, reports and

documents, together with any required amendments thereto, required to be filed by it with the SEC since August 2, 1998 (collectively, the "SEC Documents"). CCIC has delivered to BMI true, correct and complete copies of each of the SEC Documents (other than preliminary registration and proxy statements and registration statements on Forms S-8) after May 1, 1999. The SEC Documents (i) were prepared, in all material respects, in accordance with the requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations promulgated thereunder, and (ii) did not at the time they were filed contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. No Affiliate of CCIC is required to file any form, report or other document with the SEC.

(b) Each of the consolidated financial statements (including, in each case, any notes thereto) contained in the SEC Documents (i) was prepared from the books of account and other financial records of CCIC and its consolidated subsidiaries, (ii) complies as to form in all material respects with applicable accounting requirements and the published rules of the SEC with respect thereto, and was prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) and (iii) presented fairly, in all material respects, the consolidated financial position of CCIC and its consolidated subsidiaries as at the respective dates thereof and the results of their operations and their cash flows for the respective periods indicated therein except as otherwise noted therein (subject, in the case of unaudited statements, to normal and recurring year-end adjustments which were not and are not expected, individually or in the aggregate, to have a material adverse effect on the assets, liabilities, financial condition, results of operation, business or financial prospects of CCIC).

8.8 No Other Warranties. Except for the representations, warranties and

covenants expressly set forth in this Article 8, CCIC has not made nor is making any representations or warranties to BMI or the Transferring Entities, express or implied, in connection with the transactions contemplated by this Agreement.

ARTICLE 9

CONDUCT OF BUSINESS

PENDING CLOSINGS

9.1 Conduct of Business by BMI and the Transferring Entities. Each

Transferring Entity severally and not jointly covenants and agrees that pending each Closing, except as otherwise agreed to in writing by TowerCo, and except in connection with the performance of the transactions contemplated hereby, as to its Existing Sites only:

(a) Since March 5, 1999 such Transferring Entity has operated, maintained and serviced, and from and after the date hereof such Transferring Entity shall operate, maintain and service, the Sites in the ordinary course of business consistent with past practices and in compliance in all material respects with all applicable Laws, including without limitation entering into any leases, licenses or subleases of its Sites in the ordinary course of business consistent with past practices, provided that such leases, licenses or subleases shall constitute Existing Leases. The parties specifically agree that, under the foregoing, BMI has added and subtracted antennas from the Site in the ordinary course of business, and any net additions of antennas made prior to the date hereof shall not constitute a breach of the foregoing so long as made in the ordinary course of business consistent with past practices.

(b) Each Transferring Entity shall use its commercially reasonable efforts to conduct its business in such a manner that on each Closing Date the representations and warranties of such Transferring Entity contained in this Agreement and applicable to such Closing shall be true as though such representations and warranties were made on and as of such date. Each Transferring Entity shall cooperate with CCIC and TowerCo and use their commercially reasonable efforts to cause all of the conditions to the obligations of the parties under this Agreement to be satisfied on or prior to each Closing Date.

(c) With respect to any net additions of antennas on each Tower included in a Closing after the Initial Closing (excepting Sites in Indiana and Kentucky, to which Section 9.1(a) shall remain applicable notwithstanding that Closings with respect to Sites in Kentucky and Indiana occur after the date hereof), Sections 5(b) and 5(c) of the BMI Sublease shall be applicable.

9.2 Conduct of Business by CCIC and TowerCo. Each of CCIC and TowerCo

covenants and agrees that pending each Closing, except as otherwise agreed to in writing by BMI, and except in connection with the performance of the transactions contemplated hereby:

(a) Each of CCIC and TowerCo shall promptly disclose to BMI any material information contained in its representations and warranties or any of the Schedules hereto which, because of an event occurring after the date hereof, is incomplete or is no longer correct as of all times after the date hereof until the Closing Date with respect to which such representations and warranties are made; provided, however, that none of such disclosures shall be deemed to

modify, amend or supplement the representations and warranties of CCIC and TowerCo or the Schedules hereto for the purposes of Articles 7 and 8, unless BMI shall have consented thereto in writing.

(b) Each of CCIC and TowerCo shall use its commercially reasonable efforts to conduct its business in such a manner that on each Closing Date the representations and warranties of CCIC and TowerCo contained in this Agreement and applicable to such Closing shall be true as though such representations and warranties were made on and as of such date. Each of CCIC and TowerCo shall cooperate with BMI and use its commercially reasonable efforts to cause all of the conditions to the obligations of the parties under this Agreement to be satisfied on or prior to each Closing Date.

(c) Each of CCIC and TowerCo shall provide to BMI's officers, employees, counsel, accountants and other representatives free and full access to and the right to inspect, during normal business hours, all of the records, contracts and other documents relating to its business, provided that such inspection shall not unreasonably interfere with the business operations of CCIC and TowerCo. Each of CCIC and TowerCo shall furnish to BMI all such documents and copies of documents and records and information with respect to the affairs of its business and copies of any working papers relating thereto as BMI shall from time to time reasonably request from time to time. Notwithstanding the foregoing, neither CCIC nor TowerCo shall be required to provide any such information to BMI if, in the reasonable determination of CCIC or TowerCo, or their respective counsel, as applicable, access to such information by BMI is prohibited by the provisions of any confidentiality agreement to which either of CCIC or TowerCo is a party or by applicable Law.

ARTICLE 10
CONDITIONS TO OBLIGATIONS OF TRANSFERRING ENTITIES

All obligations of the Transferring Entities hereunder are subject to the fulfillment and satisfaction, prior to or at each Closing, of each and every one of the following conditions, any or all of which may be waived in whole or in part by BMI, provided that no such waiver will be effective unless it is set forth in a writing executed by BMI as of such Closing Date:

10.1 Representations and Warranties. The representations and warranties of

CCIC and TowerCo contained in this Agreement or in any schedule, certificate or document delivered by CCIC and TowerCo to BMI pursuant to the provision hereof shall have been true and correct in all material respects on and as of the date when made and shall be deemed to be made again at and as of the date of each Closing and shall be true and correct in all material respects at and as of such time.

10.2 Compliance with Agreements and Conditions. Each of CCIC and TowerCo

shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by each of them prior to or on the date of each Closing, and no unwaived event of default shall have occurred and be continuing under Section 31(d) of the Sublease that would give BMI the right to terminate the Sublease as to all Sites.

10.3 Closing Certificates. Each of the Transferring Entities shall have

received from each of CCIC and TowerCo certificates dated the date of each Closing, in each case certifying in such detail as BMI may reasonably request as to the fulfillment and satisfaction of the conditions specified in Sections 10.1 and 10.2 and, in the case of the certificate for the Initial Closing only, the absence of any material adverse change in the businesses or assets of CCIC or TowerCo since March 5, 1999.

10.4 Corporate Consents. Each of the Transferring Entities shall have

received from each of CCIC and TowerCo, at the Initial Closing, minutes of the meetings of its Board of Directors or a consent action taken by such Board of Directors in lieu of a meeting, in each case, certified by its Secretary, an Assistant Secretary or another of its authorized officers, (a) authorizing and approving the execution and delivery of this Agreement and other Transaction Documents on behalf of CCIC and TowerCo and the consummation of the transactions contemplated herein and therein, and (b) authorizing and approving all other necessary and proper actions to enable CCIC and TowerCo to comply with the terms hereof and thereof.

10.5 Consents and Approvals. Each of the Transferring Entities shall have

obtained authorizations, consents and approvals from any Person whose authorization, consent or approval is required or necessary to consummate the transactions contemplated herein, including (a) if applicable, the consents and approval of any environmental agency having jurisdiction over the transactions contemplated hereby within the Territory and applicable to such Closing shall have been obtained, (b) the consents specified in the Disclosure Schedule pursuant to Section 6.3 and applicable to such Closing shall have been obtained or waived, (c) any consents specified in the Disclosure Schedule and applicable to such Closing shall have been obtained or waived, and (d) all Governmental Permits applicable to such Closing, shall have been obtained or waived.

10.6 No Litigation. No Action shall have been instituted, be threatened in

writing or be pending, in each case by any Government or other Person (a) against CCIC or TowerCo to restrain or prohibit the consummation of the transactions contemplated in this Agreement, and (b) which could reasonably be expected to have a material adverse effect on the business, assets, properties, Liabilities, affairs, results of operations, prospects, conditions (financial or otherwise), or cash flow of CCIC and TowerCo.

10.7 Fundamental Transactions. Neither TowerCo nor CCIC shall have (a)

been a party to any merger, consolidation or business combination in which TowerCo or CCIC was not the surviving corporation, (b) been liquidated, wound-up or dissolved, or (c) sold, transferred or disposed of all or substantially all of its properties and assets.

10.8 Build-to-Suit Agreement. On or prior to the Initial Closing Date,

CCIC and TowerCo shall have executed and delivered to BMI the Build-to-Suit Agreement, and the same shall have become effective as of the Initial Closing Date.

10.9 BMI Sublease and BST Lease. (a) On or prior to the Initial Closing

Date, CCIC and TowerCo shall have executed and delivered to BMI, the BMI Sublease and the same

shall have become effective as of the Initial Closing Date and (b) on or prior to the BST Closing, CCIC and TowerCo shall have executed and delivered to BST, the BST Lease, substantially in the form of Exhibit A, and the same shall have become effective as of the BST Closing.

10.10 Site Maintenance Agreement. On or prior to the first Closing at which

a Site becomes a Maintenance Site, CCIC and TowerCo shall have executed and delivered to BMI the Site Maintenance Agreement, in form and substance consistent with Exhibit B, and the same shall have become effective as of the date of such Closing.

10.11 Registration Rights Agreement. On or prior to the Initial Closing

Date, CCIC shall have executed and delivered to BMI the Registration Rights Agreement and the same shall have become effective as of the Initial Closing Date.

10.12 Amendment to Site Marketing Agreement. On or prior to the Initial

Closing Date, CCIC shall have executed and delivered an Amendment to Site Marketing Agreement and the same shall have become effective on or before the Initial Closing Date and shall terminate on the Final Closing Date.

ARTICLE 11
CONDITIONS TO OBLIGATIONS OF CCIC AND TOWERCO

All obligations of CCIC and TowerCo hereunder in respect of any Existing Site included in any Closing are subject to the fulfillment and satisfaction, prior to or at such Closing, of each and every one of the following conditions, to the extent such condition relates to such Existing Site, any or all of which may be waived in whole or in part by TowerCo, provided that no such waiver will be effective unless it is set forth in a writing executed by TowerCo:

11.1 Representations and Warranties. The representations and warranties of

each of the Transferring Entities whose Sites are included in such Closing ("Applicable Transferring Entities") contained in this Agreement or in any schedule, certificate or document delivered by such Transferring Entities to TowerCo pursuant to the provision hereof shall have been true and correct in all material respects on and as of the date when made and shall be deemed to be made again at and as of the date of each Closing and shall be true and correct in all material respects at and as of such time. For purposes of determining under Section 11.1 whether a condition to a Closing has been satisfied, and not for any other purposes, the representations and warranties made shall be deemed made, unless otherwise specifically provided, without the qualification set forth therein that such representations and warranties are made subject to the Applicable Transferring Entity's best knowledge.

11.2 Compliance with Agreements and Conditions. Each of the Applicable

Transferring Entities shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by each of them prior to or on the date of each Closing.

11.3 Closing Certificates. TowerCo shall have received from each

Applicable Transferring Entity a certificate dated the date of each Closing, (a) certifying in such detail as TowerCo may reasonably request as to (i) the fulfillment and satisfaction of the conditions specified in Sections 11.1 and 11.2 and (ii) no event or circumstance having had a Material Adverse Effect on the Sites of such Transferring Entity included in such Closing has occurred since March 5, 1999, and (b) with respect to all markets other than Indiana and Kentucky, setting forth any net additions of antennas on each Tower included in such Closing since the date hereof.

11.4 Corporate Consents. TowerCo shall have received from each of BMI and

BST, at the Initial Closing and from each other Transferring Entity, on or prior to first Closing in which the Sites of such Transferring Entity are included, minutes of the meetings of its Board of Directors or a consent action taken by such Board of Directors in lieu of a meeting, in each case, certified by its Secretary, an Assistant Secretary or another of its authorized officers, (a) authorizing and approving the execution and delivery of this Agreement and other Transaction Documents on behalf of BMI, BST or such other Transferring Entity and the consummation of the transactions contemplated herein and therein, and (b) authorizing and approving all other necessary and proper actions to enable BMI, BST and such other Transferring Entity to comply with the terms hereof and thereof.

11.5 Consents and Approvals. All necessary consents and approvals shall

have been obtained from any Government or other Person, whose consent or approval is required or necessary to consummate the transactions contemplated herein, including the following: (a) the waiting period required under the HSR Act for the transactions contemplated hereby shall have expired or been terminated; (b) if applicable, the consents and approval of any environmental agency having jurisdiction over the transactions contemplated hereby within the Territory and applicable to such Closing, shall have been obtained, (c) the consents specified in the Disclosure Schedule and applicable to such Closing shall have been obtained or waived, and (d) all Governmental Permits applicable to such Closing shall have been obtained or waived.

11.6 No Litigation. No Action shall have been instituted, be threatened in

writing or be pending, in each case by any Government or other Person, (a) against the Applicable Transferring Entity to restrain or prohibit its consummation of the transactions in this Agreement, and (b) which could reasonably be expected to have a material adverse effect on the Transferred Interests.

11.7 Build-to-Suit Agreement. On or prior to the Initial Closing Date, BMI

shall have executed and delivered to CCIC and TowerCo, the Build-to-Suit Agreement, and the same shall have become effective as of the Initial Closing Date.

11.8 Subleases. On or prior to the Initial Closing Date, (a) BMI shall

have executed and delivered to CCIC and TowerCo the BMI Sublease, and the same shall have become effective as of the Initial Closing Date and (b) BST shall have executed and delivered to CCIC and TowerCo the BST Lease, in substantially the form of Exhibit A, and the same shall have become effective as of the BST Closing.

11.9 Site Maintenance Agreement. On or prior to the first Closing at which

a Site of a Transferring Entity becomes a Maintained Site, BMI and the Applicable Transferring Entities shall have executed and delivered to CCIC and TowerCo the Site Maintenance Agreement, in form and substance consistent with Exhibit B, and the same shall have become effective as of the date of such Closing.

11.10 Amendment to Site Marketing Agreement. On or prior to the Initial

Closing Date, BMI shall have executed and delivered the Amendment to Site Marketing Agreement, and the same shall have become effective on or before the Initial Closing Date.

ARTICLE 12
INDEMNIFICATION

12.1 Indemnification by Transferring Entity. (a) As to each Included

Site, from and after the Closing Date of such Site, each Transferring Entity, severally and not jointly, shall indemnify and hold harmless each of the TowerCo Indemnitees from and against any and all Liabilities, claims, causes of action, demands, judgments, losses, costs, damages or expenses whatsoever (including reasonable attorneys' fees and disbursements of every kind, nature and description) incurred by such TowerCo Indemnitee in connection therewith (collectively, "TowerCo Indemnified Losses") that such TowerCo Indemnitee may sustain, suffer or incur and that result from, arise out of or relate to (i) any breach of any of the representations, warranties, covenants or agreements of such Transferring Entity contained in this Agreement with respect to the applicable Closing or (ii) such Transferring Entity's failure to perform any obligations under any Existing Leases prior to the applicable Site Commencement Date.

(b) TowerCo acknowledges and agrees that no Transferring Entity shall have any Liability under any provision of this Agreement for any TowerCo Indemnified Losses to the extent that such TowerCo Indemnified Losses relate to the negligence, willful misconduct or breach of any representation, warranty, covenant or agreement of TowerCo contained in this Agreement or any Transaction Document by TowerCo, CCIC or any other Person (other than the Transferring Entities or their Affiliates) or their respective officers, agents, employees, representatives, contractors, licensees, tenants or subtenants.

(c) TowerCo shall take and shall cause its Affiliates to take all reasonable steps to mitigate any TowerCo Indemnified Losses upon becoming aware of any event which would reasonably be expected to, or does give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach which gives rise to the TowerCo Indemnified Losses.

(d) Nothing herein shall be deemed to limit or restrict in any manner any rights or remedies which TowerCo has or may have, at law, in equity or otherwise, against any Transferring Entity based on a willful misrepresentation or willful breach of any covenant or agreement of such Transferring Entity hereunder.

12.2 Indemnification by CCIC. (a) From and after the Initial Closing,

CCIC shall indemnify and hold harmless each of the BMI Indemnitees from and against any and all Liabilities, claims, causes of action, demands, judgments, losses, costs, damages or expenses whatsoever (including reasonable attorneys' fees and disbursements of every kind, nature and description) incurred by such BMI Indemnitee in connection therewith (collectively, "BMI Indemnified Losses") that such BMI Indemnitee may sustain, suffer or incur and that result from, arise out of or relate to any breach of any of the representations, warranties, covenants or agreements of CCIC contained in this Agreement with respect to the applicable Closing.

(b) Each Transferring Entity acknowledges and agrees that neither TowerCo nor CCIC shall have any Liability under any provision of this Agreement for BMI Indemnified Losses to the extent that such BMI Indemnified Losses relate to the negligence, willful misconduct or breach of any representation, warranty, covenant or agreement of such Transferring Entity contained in this Agreement or any Transaction Document by such Transferring Entity, or any other Person (other than CCIC, TowerCo or their Affiliates) or their respective officers, agents, employees, representatives, contractors, licensees, tenants or subtenants.

(c) Each Transferring Entity shall take all reasonable steps to mitigate any BMI Indemnified Losses upon becoming aware of any event which would reasonably be expected to, or does give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach which gives rise to the BMI Indemnified Losses.

(d) Nothing herein shall be deemed to limit or restrict in any manner any rights or remedies which any Transferring Entity has or may have, at law, in equity or otherwise, against CCIC based on a willful misrepresentation or willful breach of any covenants or agreements of CCIC hereunder.

12.3 Indemnification by TowerCo. (a) From and after the Initial Closing,

TowerCo shall indemnify and hold harmless each BMI Indemnitee from and against any BMI Indemnified Losses that such BMI Indemnitee may sustain, suffer or incur and that result from, arise out of or relate to (i) any breach of any of the representations, warranties, covenants or agreements of TowerCo contained in this Agreement with respect to the applicable Closing or (ii) TowerCo's failure to perform any obligations under any Existing Leases after the applicable Site Commencement Date.

(b) Each Transferring Entity shall take and cause its Affiliates to take all reasonable steps to mitigate any BMI Indemnified Losses upon becoming aware of any event which would reasonably be expected to, or does give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach which gives rise to the BMI Indemnified Losses.

(c) Nothing herein shall be deemed to limit or restrict in any manner any rights or remedies which a BMI Indemnitee has or may have, at law, in equity or otherwise, against TowerCo based on a willful misrepresentation or willful breach of any covenant or agreement by TowerCo hereunder.

12.4 Procedure for Claims. Any Person obligated to pay or reimburse any

Indemnified Losses hereunder (whether one or more, an "Indemnifying Party") shall, subject to the provisions of Section 12.5, reimburse the party entitled to recover the Indemnified Losses, as the case may be (whether one or more, an "Indemnified Party"), within ten days of written demand on the Indemnifying Party therefor. If the Indemnifying Party objects to any claim made by an Indemnified Party hereunder and the Indemnified Party initiates legal action with respect thereto, the Indemnifying Party agrees, to the extent it can do so, to join all affected parties in such action so that the rights and liabilities of the parties under this Agreement with respect to such claim may be resolved in one action.

12.5 Defense of Claims. (a) If any Action arises after the date hereof for

which an Indemnifying Party may be liable under the terms of this Agreement, then the Indemnified Party shall notify the Indemnifying Party within a reasonable time after such Action arises and is known to the Indemnified Party, and shall give the Indemnifying Party a reasonable opportunity: (i) to conduct any proceedings or negotiations in connection therewith and necessary or appropriate to defend the Indemnified Party; (ii) to take all other required steps or proceedings to settle or defend any such Action; and (iii) to employ counsel to contest any such Action in the name of the Indemnified Party or otherwise.

(b) The expenses of all proceedings, contests or lawsuits with respect to such Actions shall be borne by the Indemnifying Party. If the Indemnifying Party wishes to assume the defense of such Action, then the Indemnifying Party shall give written notice to the Indemnified Party within thirty (30) days after notice from the Indemnified Party of such Action (unless the Action reasonably requires a response in less than thirty (30) days after the notice is given to the Indemnifying Party, in which event the Indemnifying Party shall notify the Indemnified Party at least ten days prior to such reasonably required response date), and the Indemnifying Party shall thereafter assume the defense of any such Action, through counsel reasonably satisfactory to the Indemnified Party; provided, that the Indemnified Party may participate

in such defense at its own expense. The Indemnified Party shall have the right to control the defense of the Action unless and until the Indemnifying Party shall assume the defense of such Action.

(c) If the Indemnifying Party does not assume the defense of, or if after so assuming the Indemnifying Party fails to defend, any such Action, then the Indemnified Party may defend against such Action in such manner as such Indemnified Party may deem appropriate (provided, that the Indemnifying Party may participate in such defense at its own expense); provided, however, that the

Indemnified Party may not settle such Action without the Indemnifying Party's prior written consent, and the Indemnifying Party shall promptly reimburse the Indemnified Party for the amount of all expenses, legal and otherwise, reasonably and necessarily incurred by the Indemnified Party in connection with the defense against and settlement of such Action. If no settlement of such Action is made, the Indemnifying Party shall satisfy any judgment rendered in such Action, before the

Indemnified Party is required to do so, and pay all expenses, legal or otherwise, reasonably and necessarily incurred by the Indemnified Party in the defense of such Action.

(d) If an Order is rendered against the Indemnified Party in any Action covered by the indemnification hereunder, or any Lien in respect of such Order attaches to any of the assets of the Indemnified Party, the Indemnifying Party shall immediately upon such entry or attachment pay any amount required by such Order in full or discharge such Lien unless, at the expense and request of the Indemnifying Party, an appeal is taken under which the execution of the Order or satisfaction of the Lien is stayed. If and when a final Order is rendered in any such Action, the Indemnifying Party shall forthwith pay any amount required by such Order or discharge such Lien before the Indemnified Party is compelled to do so.

12.6 Certain Limitations. (a) Nothing in this Agreement shall be deemed

to require any Transferring Entity to indemnify any TowerCo Indemnitee for or in respect of any of the Real Estate Representations. Without limiting the generality of the foregoing, the sole remedies of TowerCo or CCIC in respect of a breach of any Real Estate Representation by any Transferring Entity shall be to cause (i) such Transferring Entity to continue to use reasonable efforts to cure such breach, as contemplated by Section 4.6, until the Final Closing Date, or (ii) the Site as to which such Real Estate Representation is breached to be a Maintained Site (or, at the applicable Transferring Entity's election, an Excluded Site) or to defer the Closing of such Site to a later Closing Date, provided that the failure of any such deferred Site to become an Included Site or Maintained Site on or prior to the Final Closing shall not constitute a default under this Agreement or give CCIC or TowerCo any remedy.

(b) Notwithstanding anything to the contrary contained herein, no Transferring Entity shall have any obligation under this Section 12 to TowerCo Indemnitees with respect to the breach of representations, warranties, covenants or agreements by BMI, unless, until and only to the extent that the aggregate of all TowerCo Indemnified Losses from all such breaches exceeds on a cumulative basis \$10,000,000 (the "Deductible Amount"), and then only to the extent of such excess amount.

(c) Anything in this Agreement to the contrary notwithstanding, in no event shall any Transferring Entity be liable under this Agreement for any indemnification obligation pursuant to this Section 12 in excess of the aggregate amount of the Cash Consideration having been paid to such Transferring Entity as of the date on which the claim for indemnification arose (the "Maximum Indemnification").

12.7 Limitation on Liability. In no event shall any party hereto or its

respective Affiliates be liable to the other parties for any special, incidental or consequential damages suffered or incurred by such other parties to this Agreement or any third parties and caused by or arising out of any breach of any representation, warranty, covenant or agreement contained in this Agreement.

12.8 Survival. The representations and warranties of the parties contained

in this Agreement shall survive any investigation before or after the date of this Agreement made by the other parties and the consummation of the transactions contemplated by this Agreement and shall continue in full force and effect for the periods specified below ("Survival Period"):

(a) no representations and warranties of a Transferring Entity relating to real estate matters, including without limitation Sections 3.7 and 6.6 through 6.13, shall survive the Closing; and

(b) all other representations and warranties in this Agreement shall be of no further force and effect after the first anniversary of the date hereof.

Anything to the contrary notwithstanding, the Survival Period shall be extended automatically to include any time period necessary to resolve a claim for indemnification which was made before expiration of the Survival Period, but not resolved prior to its expiration, and any such extension shall apply only as to the claims asserted and not so resolved within the Survival Period. Liability for any such item shall continue until such claim shall have been finally settled, decided or adjudicated.

ARTICLE 13
TERMINATION

13.1 Termination for Certain Causes by BMI. (a) This Agreement may be

terminated at any time prior to the Final Closing by BMI upon written notice to TowerCo, upon the occurrence of one or more of the following events, effective as of the date designated by BMI in its notice of termination:

(i) If any of the conditions set forth in Article 10 have not been satisfied, performed or waived in writing on or as of any applicable Closing Date;

(ii) If any representation or warranty of CCIC or TowerCo set forth in Article 7 or 8 shall prove to be untrue or incorrect in any material respect;

(iii) If CCIC's or TowerCo's failure to comply with conditions hereunder constitute (A) a breach of representation or warranty by CCIC TowerCo or either of them in any material respect, (B) a failure by CCIC or TowerCo to perform any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions of this Agreement in any material respect, or (C) a default by CCIC or TowerCo; or

(iv) If CCIC or TowerCo fail to keep, observe, perform, satisfy or comply with, fully and completely, in any material respect, any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by CCIC or TowerCo.

(v) If an unwaived event of default shall have occurred and be continuing under Section 31(d) of the BMI Sublease that would give BMI the right to terminate the Sublease as to all Sites;

provided; however that for the events listed in clauses (i) through (iv) above occurring after the Initial Closing, BMI shall have the right to terminate this Agreement only if such event or events shall have or would have a substantial likelihood of preventing or delaying a Closing (it being understood that such prevention or delay may be caused by BMI's exercise of its other rights under this Agreement in its reasonable discretion), such termination to be effective after notice to TowerCo and an opportunity for TowerCo to cure all such events within (A) ninety (90) days of such notice, in the case of a failure of a condition described in Section 10.6(a) and (B) twenty (20) days of such notice, in all other cases.

(b) If this Agreement is terminated by BMI pursuant to Section 13.1(a), then BMI shall be entitled to and CCIC shall pay BMI, within five (5) business days following the date of such termination, a termination fee in the amount of \$50,000,000 (the "Termination Fee"). Upon any such termination, all Transaction Documents between the parties shall be terminated (including the Site Marketing Agreement), and, at the option of BMI, all prior Closings shall be rescinded. If released to BMI, the Escrow Fund shall be applied toward CCIC's obligation to pay the Termination Fee. If BMI exercises its option to rescind the prior Closings, payment of the Termination Fee shall be made by netting it against the amounts previously paid to Transferring Entities at the previous Closings, and BMI shall pay to CCIC any amounts paid to Transferring Entities at the prior Closings which are in excess of the Termination Fee.

13.2 Termination for Passage of Time. This Agreement may be terminated by

either party (a) if the Initial Closing shall not have occurred on or before June 30, 1999 or (ii) if the conditions to Closing contained in Articles 10 and 11 shall not have been satisfied or waived in writing on or before ten (10) months from the date hereof. Upon any such termination, no party shall have any further rights, Liabilities or obligations hereunder.

13.3 TowerCo's Remedies. (a) Notwithstanding anything to the contrary

contained herein, if the parties fail to consummate any Closing contemplated by the Closing Schedule as a result of BMI's or BST's failure to keep, observe, perform, satisfy or comply with, fully and completely, any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by BMI, then TowerCo may exercise such all such rights and remedies as may be provided for or allowed by law or in equity. Except as expressly set forth in the Transaction Documents, CCIC may, in addition to any other remedies that may be available at law or in equity, bring an action for specific performance, including attorneys' fees and costs of suit.

(b) Each Transferring Entity hereby acknowledges and agrees that in the event of such Transferring Entity's default hereunder, TowerCo shall be entitled to, without limitation, (i) an Action for specific performance against such Transferring Entity and (b) the right to seek, prove and

recover direct damages from such Transferring Entity incurred by TowerCo in connection with such Action, including, without limitation, court costs and attorneys' fees in connection with such Action.

ARTICLE 14
GENERAL PROVISIONS

14.1 Notices. All notices or other communications required or permitted to

be given or made hereunder shall be in writing and delivered personally or sent by nationally recognized overnight courier (such as Federal Express) on an overnight basis or pre-paid, first class certified or registered mail, return receipt requested, or by facsimile transmission, to the intended recipient thereof at its address or facsimile number set out below. Any such notice or communication shall be deemed to have been duly given immediately (if given or made in person, or by facsimile confirmed by mailing a copy thereof to the recipient in accordance with this Section 14.1 on the date of such facsimile), one day after pickup in the case of delivery by overnight courier, or two days after mailing (if given or made by mail), and in proving same it shall be sufficient to show that the envelope containing the same was delivered to the delivery service and duly addressed, or that receipt of a facsimile was confirmed by the recipient as provided above. The addresses and facsimile numbers of the parties for purposes of this Agreement are:

If to TowerCo:

Crown Castle South Inc.
375 Southpointe Blvd.
Cannonsburg, PA 15317
Facsimile No.: (724) 416-2468
Attention: General Counsel

with a copy to:

Sittig, Cortese & Wratcher
1515 Frick Building
Pittsburgh, PA 15219
Facsimile No.: (412) 402-4011
Attention: William R. Sittig, Jr.

If to BMI or another Transferring Entity
(other than BST):

BellSouth Mobility Inc.
1100 Peachtree Street, NE, 10th Floor
Atlanta, GA 30309
Facsimile No.: (404) 249-0922
Attention.: Kerwin Gray, Esq.

with a copy to:

BellSouth Corporation.
1155 Peachtree Street, NE, 18th Floor
Atlanta, GA 0309
Facsimile No.: (404) 249-2629
Attention: E. John Whelchel, Esq.

If to CCIC:

If to BST:

Crown Castle International Corp.
510 Bering Drive, Suite 500
Houston, Texas 77057
Facsimile No: (713) 570-3150
Attention: Chief Executive Officer
General Counsel

BellSouth Telecommunications, Inc.
675 West Peachtree Street
Atlanta, Georgia 30375
Facsimile No.: (404) 525-5360
Attention: Mary Jo Peed, Esq.

with a copy to:

with a copy to:

Cravath, Swaine & Moore
825 Eighth Avenue, Worldwide Plaza
New York, New York 10019-7475
Facsimile No.: (212) 474-3700
Attention: Stephen L. Burns

BellSouth Corporation
1155 Peachtree Street, NE, 18th Floor
Atlanta, GA 30309
Facsimile No.: (404) 249-2629
Attention: E. John Whelchel, Esq.

(b) Either party may change the address to which notices or other communications to such party shall be delivered or mailed by giving notice thereof to the other party hereto in the manner provided herein.

14.2 Facsimile as Writing. The parties expressly acknowledge and agree

that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be "written" and a "writing" for all purposes of this Agreement.

14.3 No Assignment; Binding Effect. Each Transferring Entity may assign,

delegate or otherwise transfer any of their rights or obligations under this Agreement, in whole or in part, without the written consent of Crown or TowerCo, to any BMI Affiliate it being understood that upon such assignment, such Transferring Entity will not be released from its obligations hereunder. Neither Crown nor TowerCo may assign, delegate or otherwise transfer any of their rights or obligations under this Agreement, in whole or in part, without the written consent of the other parties. This Agreement shall be binding upon and will inure to the benefit of the parties hereto and their respective permitted successors and assigns. A Person may become a Transferring Entity hereunder and a party hereto or to any Transaction Document by executing and delivering to CCIC a Site Designation Supplement or other written instrument reasonably acceptable to CCIC, setting forth its agreement to be bound by the terms hereof or thereof, whereupon such Person shall be a party hereto or thereto.

14.4 Headings. The headings of particular provisions of this Agreement are

inserted for convenience only and are not to be construed as a part of this Agreement or serve as a limitation or expansion on the scope of any term or provision of this Agreement.

14.5 Exhibits and Schedules. Each and every exhibit and schedule referred

to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit and schedule were set forth in full and at length every time it is referred to or otherwise mentioned.

14.6 Defined Terms. Capitalized terms used in this Agreement shall have

the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

14.7 Arbitration. (a) Any and all disputes arising out of or in connection

with the negotiation, execution, interpretation, performance or nonperformance of this Agreement (other than the payment of moneys) shall be solely and finally settled by arbitration which shall be conducted in Washington, D.C., in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the "Rules") as promulgated from time to time by the CPR Institute for Dispute Resolution in New York, New York (the "CPR"), by a panel of three arbitrators selected by the CPR in accordance with the Rules (the "Arbitrators"). The Arbitrators shall be lawyers experienced in real estate and corporate transactions in the tower industry and shall not have been employed by or affiliated with any of the Parties or their Affiliates. The Parties hereby renounce all recourse to litigation and agree that the award of the Arbitrators shall be final and subject to no judicial review; provided however, that neither

the provisions of this Section 14.7 nor the recourse to arbitration, shall prejudice the right of any Party to apply to any court of ordinary jurisdiction for the request of temporary or permanent injunctive or similar judicial relief. A written transcript shall be kept of all proceedings. The Arbitrators shall decide the issues submitted to them, in writing, stating the reasons for their decision, in accordance with: (i) the provisions and purposes of this Agreement; and (ii) the laws of the State of Georgia (without regard to its conflicts of laws rules). Unless the parties otherwise agree in writing, the arbitrators shall render their decision within sixty (60) days.

(b) The parties agree to facilitate the arbitration by: (i) making available to one another and to the Arbitrators for examination, inspection and extraction all documents, books, records and personnel under their control if determined by the Arbitrators to be relevant to the dispute; (ii) conducting arbitration hearings to the greatest extent possible on successive days; and (iii) observing strictly the time periods established by the Rules or by the Arbitrators for submission of evidence or briefs.

(c) Judgment on the award of the Arbitrators may be entered in any court having jurisdiction over the Party against which enforcement of the award is being sought. The Arbitrators are expressly authorized to enter orders of interim or provisional relief each of which may be enforced as a final award. The Arbitrators shall divide all costs (other than fees of counsel) incurred in conducting the arbitration in their final award in accordance with what they deem just and equitable under the circumstances.

14.8 Partial Invalidity and Severability. All rights and restrictions

contained herein may be exercised and are applicable and binding only to the extent that they do not violate any applicable Laws and are intended to be limited to the extent necessary to render this Agreement legal, valid and enforceable. If any term of this Agreement, or part thereof, not essential to the commercial purpose of this Agreement is held to be illegal, invalid or unenforceable by a Forum of competent jurisdiction, it is the intention of the parties that the remaining terms hereof, or part thereof, constitute their agreement with respect to the subject matter hereof and all such remaining terms, or parts thereof, remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement will be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision.

14.9 Waiver. Any term or condition of this Agreement may be waived at any

time by the party which is entitled to the benefit thereof, but only if such waiver is evidenced by a writing signed by such party. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy created hereunder, will operate as a waiver thereof, nor will any single or partial exercise of any right, power or remedy by either party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by either party hereto of any breach of or default in any term or condition of this Agreement will constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.

14.10 Rights Cumulative. All rights, remedies, powers and privileges

conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

14.11 Time of Essence; Dates. Time is of the essence of this Agreement.

Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date. All references to the "Effective Date" shall be deemed to refer to the later of the date of TowerCo's or BMI's execution of this Agreement, as indicated below their executions hereon.

14.12 Governing Law. The validity and effect of this Agreement shall be

governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia, without regard to its conflicts of laws rules.

14.13 Counterparts. This Agreement may be executed in several

counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

14.14 Attorneys' Fees. In the event of any litigation between the parties

arising under or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party.

14.15 Authority. Each party hereto warrants and represents that such

party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

14.16 Counsel. Each party hereto warrants and represents that each party

has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

14.17 Number and Gender. Where the context requires, the use of the

singular form herein includes the plural, the use of the plural includes the singular, and the use of any gender includes any and all genders.

14.18 No Construction Against Preparer. No provision of this Agreement

shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

14.19 Entire Agreement; Modification. This Agreement supersedes all prior

discussions and agreements between the parties with respect to the subject matter hereof, and this Agreement contains the sole and entire agreement between the parties with respect to the matters covered hereby. This Agreement will not be altered or amended except by an instrument in writing signed by or on behalf of the party entitled to the benefit of the provision against whom enforcement is sought.

14.20 Power of Attorney. (a) The Transferring Entities, and each of them,

hereby irrevocably constitute and appoint BMI as their agent to modify, amend or otherwise change the Agreement to Sublease, any other Transaction Documents or any of their respective terms or provisions (including modifications, amendments or changes subsequent to any Closing), to take all actions and to execute all documents necessary or desirable to consummate the transactions contemplated by the Agreement to Sublease, and to take all actions and to execute all documents which may be necessary or desirable in connection therewith, to give

and receive consents and all notices hereunder, to negotiate and settle claims for indemnification thereunder and to perform any other act arising under or pertaining to the Transaction Documents and the transactions contemplated thereby. Each Transferring Entity agrees that service of process upon BMI in any action or proceeding arising under or pertaining to the Transaction Documents shall be deemed to be valid service of process upon the undersigned, and any claim by CCIC against any Transferring Entity in respect to the Transaction Documents may be settled by BMI. BMI shall be deemed to have accepted the appointment herein upon its execution of this Agreement.

(b) It is expressly understood and agreed that the foregoing power of attorney and the agency created thereby is coupled with an interest of the respective parties hereto and shall be binding on and enforceable against the respective successors and assigns of the undersigned, and each of them, and said power of attorney shall not be revoked or terminated in any event, including, without limitation, the dissolution, bankruptcy or insolvency of any Transferring Entity, shall continue to be binding and enforceable in the manner provided herein and shall survive any and all Closings.

(c) Nothing contained herein shall be deemed to make BMI liable to the Transferring Entities because of service in its capacity as agent or otherwise. In performing any of its duties under this letter agreement, BMI shall not incur or be responsible for any liabilities, claims, causes of action, demands, judgments, losses, costs, damages or expenses whatsoever ("Losses") to the Transferring Entities, except for BMI's fraud, willful default or gross negligence, and each Transferring Entity shall indemnify BMI against all Losses.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

TOWERCO:

CROWN CASTLE SOUTH INC.

By: /s/ Kathy Broussard

Name: Kathy Broussard

Title: Vice President

BMI:

BELLSOUTH MOBILITY, INC., for itself, and
as agent for the Transferring Entities

By: /s/ Joel Peterson

Name: Joel L. A. Peterson

Title: AVP

BST:

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Name: _____

Title: _____

CCIC:

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ Kathy Broussard

Name: Kathy Broussard

Title: Vice President

[Signatures Continued from Previous Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

TOWERCO:

CROWN CASTLE SOUTH INC.

By: _____
Name: _____
Title: _____

BMI:

BELLSOUTH MOBILITY, INC., for itself, and
as agent for the Transferring Entities

By: _____
Name: _____
Title: _____

BST:

BELLSOUTH TELECOMMUNICATIONS, INC.

By: /s/ [SIGNATURE ILLEGIBLE]^^

Name: _____
Title: _____

CCIC:

CROWN CASTLE INTERNATIONAL CORP.

By: _____
Name: _____
Title: _____

[Signatures Continued on Next Page]

TRANSFERRING ENTITIES
(other than BMI and BST)

WESTEL-INDIANAPOLIS COMPANY

INDIANA CELLULAR CORPORATION

By: /s/ Joel Peterson

By: /s/ Joel Peterson

Name: Joel L. A. Peterson

Name: Joel L. A. Peterson

Assistant Vice President

Assistant Vice President

KENTUCKY CGSA, INC.

WESTEL-MILWAUKEE COMPANY, INC.

By: /s/ Joel Peterson

By: /s/ Joel Peterson

Name: Joel L. A. Peterson

Name: Joel L. A. Peterson

Assistant Vice President

Assistant Vice President

TERRE HAUTE CELLULAR TELEPHONE
COMPANY, INC.

MUNCIE CELLULAR TELEPHONE
COMPANY, INC.

By: /s/ Joel Peterson

By: /s/ Joel Peterson

Name: Joel L. A. Peterson

Name: Joel L. A. Peterson

Assistant Vice President

Assistant Vice President

EXHIBIT A

BST LEASE

EXHIBIT B

SITE MAINTENANCE AGREEMENT

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT D

PRORATION

- . Prepaid Ground Lease items
- . Prepaid Rents under Existing Leases
- . Property Taxes

EXHIBIT E

IDENTIFIED EMPLOYEES

AGREEMENT TO BUILD TO SUIT

By and Among

BELLSOUTH MOBILITY INC,
For itself and as Agent for certain BMI Affiliates,

CROWN CASTLE INTERNATIONAL CORP.,

and

CROWN CASTLE SOUTH INC.

JUNE 1, 1999

RESTRICTED: Contains Private and/or Proprietary Information.
May only be used for Authorized Bellsouth Business Purposes and only by
Authorized Individuals.

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Annex E Form of Candidate Sheet; Notice to Proceed
Annex F Form of Punch List
Annex G Certificate of Completion
Annex H Colocation Services; Site Installation Fees
Annex I Form of Site Data Package; Form of Due Diligence Package
Annex J Form of Site Schedule

Exhibit A Form of Ground Lease
Exhibit B Completed BTS Sites

AGREEMENT TO BUILD TO SUIT

THIS AGREEMENT, made and entered into as of this 1st day of June, 1999 by and between BELLSOUTH MOBILITY INC, a Georgia corporation ("BMI"), for itself and as Agent for certain BMI Affiliates (as defined in Section 1.01), CROWN CASTLE INTERNATIONAL CORPORATION, a Delaware corporation ("CCIC"), and CROWN CASTLE SOUTH INC., a wholly owned subsidiary of CCIC and a Delaware corporation ("Vendor"),

W I T N E S S E T H:

WHEREAS, BMI holds or will hold fee simple title to or leasehold interests in certain cell site locations, and desires for Vendor to design, construct and install towers and other improvements on such locations; and

WHEREAS, upon completion of a tower and other improvements at any cell site location, BMI will lease or sublease a portion of its interest in such site to Vendor, with BMI reserving a space on such site, as more particularly set forth in the Sublease; and

WHEREAS, for the duration of this Agreement, BMI desires for Vendor to identify potential cell site locations within specified search areas located within the Cellular Territory for build-to-suit sites and to cause each such cell site selected by BMI to be acquired or leased by BMI or BMI Affiliates and to be developed, among other things, causing a tower and other improvements to be designed, constructed and installed thereon, for use and occupancy by BMI or BMI Affiliates of their respective Reserved Space and further sublease of the Subleased Property of such sites to Vendor; and

WHEREAS, BMI and Vendor desire to enter into this Agreement to set forth their respective duties and responsibilities pertaining to such design, construction and installation and other matters relating thereto;

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.01 Definitions. (a) The following capitalized terms shall have

the following respective meanings for purposes of this Agreement:

"Acquisition" means the acquisition by Vendor on behalf of, in the name of and at the request of BMI of a fee simple title to or ground leasehold interest in each BTS Site, all investigations, examinations, tests and inspections, and other due diligence activities incidental thereto, and all legal activities incident thereto.

"Affiliate" means with respect to either party, any individual or firm, corporation, partnership, limited liability company, association, trust or other entity which, whether directly or indirectly, Controls, is Controlled by, or is under common Control with the subject party.

"Agreement" means this Agreement, including any Annexes, Exhibits and any amendments hereto or thereto.

"Agreement to Sublease" means the Agreement to Sublease of even date herewith, among CCIC, Vendor, BMI, BellSouth Telecommunications, Inc. and the other Transferring Entities named therein.

"BMI Affiliate" means corporations, partnerships, limited liability companies or other entities which are Affiliates of BMI, whose names are set forth on the signature pages hereof, together with any other Transferring Entities (as defined in the Agreement to Sublease) that may become parties to this Agreement; provided that the term "BMI Affiliate" shall not include BellSouth Personal Communications, Inc. or BellSouth Carolinas PCS, L.P.

"BMI's Communications Equipment" has the meaning given to such term in the Sublease.

"BMI Indemnitee" means each of BMI, BMI's Affiliates, and the respective directors, officers, employees, agents, contractors, subcontractors, advisors and consultants of BMI and BMI Affiliates.

"BMI's Improvements" has the meaning given to such term in the Sublease.

"BST Lease" means the Lease of even date herewith, among CCIC, Vendor and BellSouth Telecommunications, Inc.

"BTS Sites" means all cell tower site locations that are or will be owned or leased by BMI or BMI Affiliates, located within the Cellular Territory: (i) in which BMI or a BMI Affiliate reserves its Reserved Space; and (ii) on which Vendor constructs or is to construct Towers and Improvements, whether now or hereafter subject to this Agreement. BTS Sites include Completed BTS Sites, but exclude any and all cell tower sites that are owned or leased or will be owned or leased, directly or indirectly, by BellSouth Personal Communications, Inc. or BellSouth Carolinas PCS, L.P.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close in Atlanta, Georgia.

"CCIC Sites" means all cell tower site locations, now and hereafter owned, leased or subleased, directly or indirectly, by CCIC and its Affiliates located within Cellular Territory, provided however that Sites under the Sublease or the BTS Lease shall not constitute CCIC Sites.

"Cellular Territory" has the meaning given to such term in the Agreement to Sublease.

"Claim" has the meaning given to such term in Section 12.02.

"Colocation Acquisition Services" means all services set forth in Annex H to be performed by Vendor pursuant to Article 9 with respect to any Potential Colocation Site.

"Colocation Construction and Installation Services" means all services set forth in Annex H to be performed by Vendor pursuant to Article 9 with respect to any Potential Colocation Site.

"Colocation Services" means collectively Colocation Acquisition Services and Colocation Construction and Installation Services.

"Colocation Site Rent" has the meaning given to such term in Section 3.01(c).

"Communications Equipment" has the meaning given to such term in the Sublease.

"Completion," "Complete" or "Completed" means or refers to (i) Vendor's receipt of all FAA and zoning approvals and other Permits in accordance with all Governmental Requirements, (ii) Vendor's completion of all items of construction in accordance with the Specifications and the requirements of all Governmental Authorities so that BMI can use the Reserved Space of each BTS Site without interference in BMI's conduct of its ordinary business activities; (iii) Vendor's securing a certificate of occupancy or any other final municipal approval from the applicable Governmental Authority, (iv) the issuance by BMI of the Completion Certificate; (v) BMI, its employees, agents and invitees, have ready access to (A) during the construction period, the entire BTS Site (including Tower and Improvements) and (B) after the Completion of construction, its Reserved Space; (vi) all the fixtures and equipment to be installed by Vendor are installed and in good operating order; (vii) the installation of BMI's Communications Equipment on such BTS Site has been completed by Vendor in accordance with the terms of Annex H; (viii) the BTS Site is clean; and (ix) the Tower and the Improvements are ready for the installation of BMI's Improvements.

"Completion Certificate" means, as to each BTS Site, the certificate of completion issued by BMI with respect to such BTS Site to the effect that the Work is Completed in compliance with this Agreement, which certificate shall be issued in accordance with Annex G attached hereto.

"Completion Date" means the date on which the Tower and Improvements are Completed with respect to each BTS Site, pursuant to the Implementation Plan and the applicable Site Schedule.

"Completed BTS Sites" has the meaning given to such term in Section 6.12(c).

"Constructed Improvements" means (i) grounding rings for BMI equipment shelters, (ii) connections for utilities service from the meter to BMI's Communications Equipment, (iii) one or more foundations, concrete equipment pads or raised platforms for BMI's Communications Equipment, equipment shelters, buildings and constructions and (iv) any other Improvements built for BMI's exclusive use in accordance with the Annexes.

"Contract Manager" has the meaning given to such term in Section 3.05(e).

"Control" means the ownership, directly or indirectly, of sufficient voting shares of an entity, or otherwise the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise.

"CPI Increase" has the meaning given to such term in the Sublease.

"Development of Site" means and includes with respect to each BTS Site (i) preparation of the Site Schedule for the BTS Site, (ii) the Acquisition of any BTS Site, (iii) the performance of the Work on the BTS Site, and (iv) the Completion of the BTS Site.

"Due Diligence Package" means collectively the documents in the form of Annex I-B and information collected by TowerCo pursuant thereto.

"Effective Date" means the date first above written, being the date on which the parties have executed and delivered this Agreement.

"Environmental Assessment" means the "Phase I" (as defined by the National Environmental Protection Agency) environmental assessment of each BTS Site, and such further investigations as are reasonably indicated by the results thereof, to be obtained by Vendor pursuant to Article 8 hereof.

"Environmental Conditions" has the meaning given to such term in the Agreement to Sublease.

"Environment, Health and Safety Requirements" means all of the terms and conditions of all permits, licenses and other authorizations which are required under, and all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables which are contained in all federal, state and local laws (including rules, regulations, codes, judgments, orders, decrees, stipulations, injunctions and demand letters issued, entered, promulgated or approved thereunder) relating to public health and safety, worker health and safety or pollution or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of Hazardous Materials into ambient air, surface water, ground water or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

"Excusable Delay" means as to any BTS Site, a Force Majeure event as to such BTS Site, or an extension or adjustment of the Site Schedule only as it applies to the affected BTS Site, as provided for and expressly permitted under the terms of this Agreement.

"Extension" has the meaning given to such term in Section 3.02.

"FAA" means the Federal Aviation Administration.

"FCC" means the Federal Communications Commission.

"Force Majeure" means those events constituting excuse from timely performance by Vendor of any duty or obligation hereunder to which it is subject, as such events are described in Article 15 hereof.

"Governmental Authority" means any federal, state, county or municipal governmental authority, including all executive, legislative, judicial and administrative bodies thereof.

"Governmental Requirements" means (i) all federal, state and local laws, ordinances, and regulations and all orders and decrees of bodies or all Governmental Authorities, which in any manner affect the Services provided under this Agreement, Vendor's performance of its obligations hereunder or the ownership, use or operation of the BTS Sites, and (ii) all Environment, Health and Safety Requirements.

"Ground Lease" means, as to each BTS Site, the ground lease, pursuant to which BMI or BMI Affiliate holds a leasehold interest, leasehold estate or other possessory interest therein, substantially in the form of Exhibit A attached hereto or in another form approved or accepted by BMI.

"Ground Lease Effective Date" means, as to any Ground Lease, the date of execution and delivery by BMI or a BMI Affiliate of a Ground Lease or, as to any option to enter into any Ground Lease, the date on which such option is exercised.

"Hazardous Materials" has the meaning given to such term in the Sublease.

"Implementation Plan" means, as to each Site, a plan to be prepared that sets forth (i) a narrative description for each phase of the Development of such BTS Site (pre-construction phase, construction phase and post-construction phase and Services), and (ii) an appropriate Site Schedule developed and agreed upon by the parties pursuant to this Agreement and Annexes attached hereto, substantially in the form of Annex J.

"Improvements" has the meaning given to such term in the Sublease.

"Initial Term" has the meaning given to such term in Section 3.02.

"Inspections" has the meaning given to such term in Section 8.02

"Letter Agreement" means that certain letter agreement, dated March 5, 1999, by and between BMI, CCIC and Vendor.

"Liens" has the meaning given to such term in the Sublease.

"Liquidated Damages" has the meaning given to such term in Section 12.01.

"Notice to Proceed" means a written notice to proceed, substantially in the form of the Notice to Proceed included in Annex E, given by BMI to Vendor pursuant to this Agreement.

"Obligations" has the meaning given to such term in Section 7.01.

"Permit Appeal Action" has the meaning given to such term in Section 4.02(h).

"Permits" means any and all certificates, licenses, permits, authorizations, registrations, consents, special use permits and other approvals by the applicable Governmental Authorities having jurisdiction in such matters required to be obtained, issued, granted or received for the performance of the Work and Completion or the Permitted Use (other than as to installation of BMI's Communications Equipment), including without limitation any and all Permits to be issued by all Governmental Authorities that are required for the construction of the Tower and Improvements related thereto.

"Permitted Crown Transferee" means a Person reasonably believed by Vendor and CCIC to have a current Net Worth (as defined in the Sublease) or Market Capitalization (as defined in the Sublease) of at least \$250 million or Cash Flow (as defined in the Sublease) for the last full fiscal year of such Person of at least \$50 million.

"Permitted Use" has the meaning given to such term in the Sublease.

"Person" means any individual, firm, corporation, partnership, limited liability company, trust, unincorporated business association or Governmental Authority.

"Potential Colocation Sites" has the meaning given to such term in Section 9.01.

"Project" means Vendor's performance of the Work, construction of the Towers on the BTS Sites, and installation of BMI's Communications Equipment in accordance with Annex H.

"Project Completion Date" means the earlier of (i) the date on which the construction with respect to the BTS Sites is Completed (including any sites that are deemed BTS Sites) or (ii) the expiration of the Term (after giving effect to any extensions thereof contemplated hereby).

"Punch List" has the meaning given to such term in Section 6.12(c).

"Qualifying Sites" means, without double-counting, (i) any Completed BTS Sites, (ii) any BTS Sites selected by BMI pursuant to Section 5.01 that have not yet been Completed, and (iii) any other Site deemed to be a Qualifying Site pursuant to the terms hereof.

"Reserved Space" has the meaning given to such term in the Sublease, except that (i) regardless of the actual number of antennas and related equipment placed on the Reserved Space of any BTS Site at the time of the execution of the applicable Site Designation Supplement, the Reserved Space of such BTS Site shall include space for, and be capable of supporting: (x) up to twelve (12) panel antennas consistent with the (12) panel antenna arrays and related equipment specified in Annex B, and (y) a microwave dish placed seventeen feet (17') below (measured center-line to center-line) the location of such panels, subject to Section 5 of the Sublease and (ii) shall include a sector frame for such antennas.

"SARF" has the meaning given to such term in Section 5.01.

"Scheduled Commencement Date" means, with respect to each BTS Site, the date on which the Work on such BTS Site is scheduled to commence pursuant to the applicable Notice to Proceed given by BMI.

"Services" means all services required to be performed or procured by Vendor pursuant to the terms and conditions of this Agreement, including, without limitation: (i) provision of cell site searching services in search areas designated by BMI; (ii) identification of potential new locations for BTS Sites within each designated search area and presentation of such preliminary identified potential BTS Sites to BMI for final selection; (iii) Acquisition of BTS Sites on behalf of BMI, if requested by BMI; and (iv) construction and installation of a Tower and Improvements on each of the BTS Sites, and installation of BMI's Communications Equipment and BMI's Improvements, all as more particularly described in this Agreement, including the Annexes. Services do not include installation of Communications Equipment on any BTS Site or Colocation Services.

"Site Data Package" means collectively the documents in the form of Annex I-A attached hereto and the information collected by TowerCo pursuant thereto.

"Site Completion Date" means, as to each BTS Site, a date of execution of the Completion Certificate for such BTS Site.

"Site Designation Supplement" has the meaning given to such term in the Sublease.

"Site Installation Fee" has the meaning given to such term in Annex H.

"Site Maintenance Charge" has the meaning given to such term in the Sublease.

"Site Schedule" means a timetable prepared by Vendor and approved in writing by BMI with respect to each BTS Site that graphically describes the time periods and completion dates

for each of the activities necessary to complete the Work with respect to such BTS Site in the form and consistent with Annex J.

"Space Subtenants" has the meaning given to such term in the Sublease.

"Specifications" means the drawings and technical specifications for the Towers and Improvements, as set forth in Annex B.

"Sublease" means the Sublease of even date herewith among CCIC, Vendor and BMI.

"Subleased Property" has the meaning given to such term in the Sublease.

"Substantially Complete" means, as to any BTS Site, that such BTS Site is Complete, except for minor items listed on the Punch List for such BTS Site that would not impair or adversely affect in any material respect, or is not likely to impair or adversely affect in any material respect, BMI's or BMI Affiliate's use and operation of the Reserved Space on such BTS Site, including Communications Equipment.

"Substantially Completed BTS Site" means any BTS Site that would be a Completed BTS Site, except for minor items listed on the Punch List for such BTS Site that would not impair or adversely affect in any material respect BMI's or a BMI Affiliate's use and operation of the Reserved Space on such BTS Site, including Communications Equipment.

"Term" has the meaning given to such term in Section 3.02.

"Tower" means a radio tower structure constructed and installed by Vendor pursuant to this Agreement.

"Warranty Period" has the meaning given to such term in Section 6.10.

"Work" means Vendor's construction and installation of the Tower and Improvements in accordance with the Specifications, and includes labor necessary to Complete such construction and installation, and materials and equipment for such construction and installation, as required by this Agreement, to be furnished by Vendor or any subcontractor, for the construction and installation of the Tower and Improvements.

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

1.02 Use of Words and Phrases. (a) Words of the masculine gender shall

be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number. "Herein," "hereby," "hereunder," "hereof," "herein before," "hereinafter," and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

(b) Whenever in this Agreement either of the words "day" or "days" is used it means a calendar day unless specifically stated to be a Business Day.

(c) BMI and Vendor agree that any defined term used herein constituting a document, instrument, drawing, survey, map, plan, technical description or other writing, and any other reference herein to a writing, shall include originals of such writing and any and all amendments, supplements, modifications, renewals, extensions, restatements or replacements of or to the same from time to time.

ARTICLE 2

AGREEMENT DOCUMENTS

This Agreement shall consist of the following documents, as amended from time to time as provided herein:

(a) this Agreement document;

(b) the following Annexes and Exhibits, which are incorporated herein by this reference:

- | | |
|-----------|--|
| Annex A | Scope of Work |
| Annex B | Specifications |
| Annex C | Vendor Responsibility Matrix |
| Annex D | Project Data Requirements; Form of SARF |
| Annex E | Form of Candidate Sheet; Notice to Proceed |
| Annex F | Form of Punch List |
| Annex G | Certificate of Completion |
| Annex H | Colocation Services; Site Installation Fees |
| Annex I | Form of Site Data Package; Form of Due Diligence |
| Annex J | Form of Site Schedule |
| Exhibit A | Form of Ground Lease |
| Exhibit B | Completed BTS Sites |

Package

(c) such additional documents as are incorporated by reference.

If any of the foregoing are inconsistent, this Agreement shall prevail over Annexes, Exhibits and additional incorporated documents.

ARTICLE 3

SCOPE OF WORK; NATURE OF THE ENGAGEMENT

3.01 Engagement of Vendor. (a) BMI hereby engages Vendor, for the Term

of this Agreement as provided in Section 3, to develop and construct all the Towers, Improvements and Constructed Improvements on BTS Sites (subject to any right of BMI to terminate such exclusivity under Section 3.09, 14.02, or any other provision of this Agreement) on behalf of BMI and BMI Affiliates, and perform Services in connection therewith all as required by this Agreement. The parties acknowledge that all Constructed Improvements developed and constructed by Vendor on any BTS Site are intended to constitute a part of BMI's Improvements, and are not intended to be shared by Space Subtenants or constitute a part of the Improvements. The parties further acknowledge that Improvements, other than Constructed Improvements, do not constitute a part of BMI's Improvements. Any Affiliate of BMI operating a mobile cellular telephony business that is integrated with BMI's and its other Affiliates' current cellular telecommunications business in the Cellular Territory shall be deemed a BMI Affiliate for purposes of this Section 3.01. The parties acknowledge and agree that neither BellSouth Personal Communications, Inc. nor BellSouth Carolinas PCS, L.P. constitutes an "Affiliate of BMI," for purposes of this Agreement. Vendor hereby accepts such engagement in accordance with the terms and conditions of this Agreement. Vendor shall construct each BTS Site in accordance with the Implementation Plan and applicable Site Schedule. Vendor shall perform and be responsible for all responsibilities assigned to Vendor in the Vendor Responsibility Matrix attached hereto as Annex C.

(b) Vendor's entire compensation for Completion of the Work on BTS Sites pursuant to this Agreement and performance of the Services, or any part thereof, will be derived solely from the payment of the Site Maintenance Charge by BMI and Site Installation Fee for each Completed BTS Site pursuant to the Sublease. The parties agree that the Site Maintenance Charge payable by BMI to Vendor with respect to the Reserved Space of any Completed BTS Site shall be \$1200 per month subject to an annual increase, commencing on the second anniversary of the Effective Date, at a rate equal to five (5%) percent per year. This Section 3.01(b) shall survive any expiration or termination of this Agreement.

(c) Notwithstanding anything to the contrary contained herein, if during the Term, BMI or BMI's Affiliate elects to install its Communications Equipment on a Potential Colocation Site pursuant to Article 9 and such Potential Colocation Site is a CCIC Site, then such CCIC Site shall be deemed a Qualifying Site and the monthly rent payment payable by BMI to Vendor with respect to such CCIC Site (the "Colocation Site Rent") shall be \$1100 per month subject to an annual increase of five (5%) percent per year commencing on the first anniversary of the Effective Date. Vendor hereby acknowledges and agrees that the Colocation Site Rent of \$1100 shall apply to the first five hundred (500) CCIC Sites on which BMI or BMI Affiliate collocates its Communications Equipment pursuant to Article 9. For each CCIC Site in excess of 500, the Colocation Site Rent shall be based on market rates. This Section 3.01(c) shall survive any expiration or termination of this Agreement.

(d) Subject to Section 3.09 and 14.01, BMI shall engage Vendor to install BMI's Communications Equipment on the Reserved Space of any Completed BTS Site or on a Potential Colocation Site, as set forth in Annex H, during the Term. BMI shall pay Vendor the Site Installation Fee in accordance with Annex H.

3.02 Term. (a) Subject to Article 14, this Agreement shall commence on

the Effective Date, and shall continue until the fifth anniversary of the date hereof (the "Initial Term"). Notwithstanding anything to the contrary contained herein, if as of the end of the Initial Term, the number of Qualifying Sites is not equal to or greater than five hundred (500), then the Initial Term shall be extended until the earlier of (i) the first date as of which there are at least five hundred (500) Qualifying Sites or (ii) the seventh anniversary of the date hereof, subject only to any further extension necessary for Vendor to Complete any BTS Site selected pursuant to Section 5.01 by BMI prior to such seventh anniversary. The Initial Term as so extended is referred to as the "Term." Any such extension (an "Extension") shall be consistent with and not to exceed deadlines, including the Completion Date, agreed upon in the applicable Site Schedule for such BTS Site.

(b) Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that upon Completion of any BTS Site and execution of a Site Designation Supplement therefor, those provisions of this Agreement which survive the expiration or termination hereof, the Sublease, the applicable Site Designation Supplement and related documents shall govern the respective rights and obligations of the parties with respect to such BTS Site.

3.03 Time for Commencement and Completion. Vendor and BMI acknowledge

that the time for Scheduled Commencement Date and Completion of the BTS Site will be determined by the applicable Implementation Plan and the Site Schedule. Vendor's unexcused failure to Complete any BTS Site in accordance therewith shall subject Vendor to the Liquidated Damages pursuant to Section 12.01.

3.04 Relationship. Vendor agrees to furnish its best skill and judgment

in performing its obligations hereunder, and to cooperate with BMI in furthering BMI's interests. Except as expressly provided in Section 8.01, BMI, Vendor and CCIC, in the performance of this Agreement, will be acting in their individual capacities and not as employees, partners, joint venturers, agents or associates of one another. In the performance of this Agreement, Vendor is, and shall at all times during the term of this Agreement be, an independent contractor. Nothing contained in this Agreement creates the relationship of a joint venture, partnership, association or agency between the parties. No party shall have any authority to bind or otherwise obligate the other. Persons retained by either party as employees or agents shall not, solely by reason thereof, be deemed to be employees or agents of the other party.

3.05 Project Personnel. (a) Vendor shall, at its own cost and expense,

employ only competent and able personnel for the performance of Vendor's obligations under this Agreement, including, without limitation, contractors and subcontractors that are properly licensed and legally qualified to construct the Towers and Improvements and complete the Work on each BTS

Site. Vendor shall, at all times during the term of this Agreement, keep a sufficient number of qualified personnel to the extent required to Complete the Project by the Project Completion Date pursuant to the Implementation Plan and Site Schedules, including without limitation, a sufficient number of suitable experts in the areas of engineering, design, construction, installation, management, performance enhancement and other operational specialties applicable to the Project. Subject to Section 3.05(d), Vendor shall have exclusive control of and direction over the Persons engaged in the performance of Vendor's obligations under this Agreement.

(b) If requested by BMI, Vendor shall make available additional suitable experts in the areas of engineering, design, construction, installation, management, performance enhancement and other operational specialties applicable to the Project, and BMI shall pay any costs associated with any such suitable experts that are in addition to those required pursuant to Section 3.05(a).

(c) Vendor will be solely responsible for the actions and conduct of all its employees, agents, consultants, advisors, contractors and subcontractors. Vendor will ensure that anything related to its employees, agents, consultants, advisors, contractors or subcontractors shall be in strict compliance with Governmental Requirements.

(d) BMI reserves the right to require from Vendor the immediate removal from or to exclude any Person or entity which is not a Vendor's Affiliate, employed by or working for Vendor from any BTS Site, at BMI's reasonable discretion, who (i) engages in any misconduct, (ii) is incompetent or (iii) is negligent in the performance of its, his or her duties. Vendor shall be responsible for any additional labor costs arising in connection with the removal requested pursuant to this Section 3.05(d).

(e) Vendor shall assign key managers and personnel, including Contract Managers as provided below, to manage, supervise and be responsible for the timely performance of Vendor's obligations hereunder with respect to each BTS Site. Unless BMI otherwise consents in writing, as to each BTS Site, Vendor shall (i) allocate sufficient personnel to devote its time and attention to such BTS Site, and (ii) not remove any key manager (including Contract Managers) from any such position or reassign any such key manager, either within the Project or to another project, without a qualified replacement. In addition, each party agrees to assign to the Project contract managers (the "Contract Managers") to provide overall supervision and management of the Project. Each party may change its Contract Managers at any time and from time to time. The parties further agree to cooperate with each other in implementing the due diligence and construction process set forth in this Agreement in order to Complete the Work on all BTS Site pursuant to the terms of this Agreement, and to use their commercially reasonable efforts to amicably resolve any and all issues relating to performance by each party of its respective rights and obligations hereunder. The foregoing is intended to set forth a general approach to the day-to-day conduct of the Project, but is not intended to qualify or limit the obligations of the parties hereunder or any rights hereunder that any party may have in respect of a breach by the other party of such obligations.

3.06 Familiarity with Project and BTS Sites. Vendor represents and

warrants that Vendor is familiar with projects similar to the Project, is or will become familiar with the Specifications applicable to the Towers and Improvements, will visit and examine each BTS Site and the surrounding locale, and knows or will know the working conditions in and around each BTS Site.

3.07 Quality Standard. Vendor agrees to perform its obligations and

furnish its Services hereunder (including, if applicable, Colocation Services) properly, diligently, and in good faith, in accordance with the standards of its profession, and in accordance with all applicable Governmental Requirements. Vendor shall implement quality control procedures, which shall be sufficient to ensure compliance with the Specifications and shall otherwise maintain quality standards for the Services (including, if applicable, Colocation Services) at least equal to the normal quality standards applied by Vendor prior to the date of this Agreement.

3.08 Books and Records of Vendor; Right of Inspection by BMI. Vendor

shall keep such accounts as may be necessary for its proper financial management of the Project under this Agreement. The system of accounting employed by Vendor shall be such as is reasonably satisfactory to BMI. BMI shall be afforded access to all of Vendor's records, books, correspondence, instructions, drawings, plans, blueprints, specifications, receipts, vouchers, memoranda and similar data relating to the Project and this Agreement to the extent relating to BMI's Intended Use, Vendor's compliance with the terms hereof, the structural integrity of the Improvements, or if BMI otherwise provides reasonable justification therefor, except for privileged documents or where disclosure is prohibited by law. Such books and records shall be open for inspection and copying upon reasonable written notice by BMI, at its cost, and its authorized representatives at reasonable hours at Vendor's principal office and shall be retained by Vendor for a period of three (3) years after the expiration of the Sublease.

3.09 Scope of the Project. (a) The parties agree that BMI, for itself and

as agent for BMI Affiliates, will grant to Vendor and Vendor will accept from BMI and BMI Affiliates, (i) during the Initial Term, all BTS Sites that BMI elects to have constructed; provided, that BMI shall have no obligation to construct or Complete any particular number of BTS Sites, and (ii) during any Extension, all BTS Sites that BMI elects to have constructed until the number of Qualifying Sites is equal to or greater than five hundred (500).

(b) Notwithstanding anything to the contrary contained herein and subject to Article 14, the parties agree that for the Initial Term, Vendor shall have an exclusive right to perform all Services on the BTS Sites pursuant to this Agreement, and shall have an affirmative obligation to Complete the Work on any such BTS Sites in strict compliance with the provisions of this Agreement; provided, that if at any time during the Initial Term, Vendor's exclusive right

to perform Services on such BTS Sites is suspended or terminates (i) in respect of any BTS Site pursuant to Section 14(b)(i), then BMI shall have the right to engage any Person to perform any and all Services on such BTS Site, it being understood that each such BTS Site on which such other Person performs any and all Services shall be deemed a Qualifying Site, or (ii) pursuant to Section 14(b)(ii), then BMI shall have the right to engage any Person to perform any and all Services on any or all BTS Sites.

(c) Notwithstanding anything to the contrary contained herein, Vendor acknowledges and agrees that unless and until BMI issues a SARF or gives written notice to Vendor hereunder in another form, identifying the search areas for potential cell sites and BMI selects a suitable site which is to become a BTS Site, no potential cell site shall become a part of the Project and be subject to this Agreement.

3.10 Available BTS Sites in Event of Condemnation. (a) If prior to the

execution of a Site Designation Supplement for a BTS Site, any condemnation occurs as to any BTS Site as contemplated by the Sublease, Vendor shall, at the request of BMI, perform all its obligations hereunder in respect of a replacement site for such condemned BTS Site, satisfactory to BMI and if a replacement site is available consistent with the requirements of Article 5, as if such replacement site were a BTS Site hereunder, including without limitation the proposal of potential cell site locations pursuant to Section 5.03, Acquisition of such replacement site for BMI, if requested by BMI, the construction of a Tower and Improvements on any selected BTS Site pursuant to and in accordance with Article 6 and the further subleasing of such BTS Site to Vendor pursuant to the Sublease and a Site Designation Supplement. The monthly amounts payable in respect of such replacement BTS Site shall be equal to the amount of the Site Maintenance Charge that would have been payable in respect of the replaced condemned BTS Site. The Site Schedule, Scheduled Commencement Date and Completion Date for any such replacement site shall be determined by Vendor and BMI consistently with the construction schedules applicable to BTS Sites in general. This Agreement shall survive the Term indefinitely to the extent necessary to give effect to this Section 3.10.

(b) Notwithstanding anything to the contrary contained herein, in any event and regardless of whether or not Vendor has replaced a condemned BTS Site pursuant to Section 3.10(a), for purposes of this Agreement, all condemned BTS Sites which have been replaced and all replacement sites which become BTS Sites, shall be deemed to be Qualifying Sites.

ARTICLE 4

VENDOR'S UNDERTAKINGS

4.01 Vendor's Undertakings. (a) Commencing on the Effective Date of this

Agreement, Vendor agrees to furnish the Services, Colocation Services and/or installation of Communications Equipment in accordance with Annex H, if applicable, for and on behalf of BMI and to perform such Services, Colocation Services and/or installation, if applicable, in an expeditious manner consistent with the interests of BMI. In the performance of the Services, Colocation Services and/or installation of Communications Equipment in accordance with Annex H, if applicable, Vendor shall furnish its best skill and judgment (i) in accordance with the standards established by the industry, (ii) consistent with good development and construction practices and efficient business practices, (iii) utilizing skill and judgment available throughout its organization in the performance of this Agreement to provide its professional knowledge,

ideas, experience and abilities relating to the design, scheduling, development and construction of the Towers and Improvements, and (iv) in a competent, professional and efficient manner.

(b) Vendor shall keep BMI fully informed of all Governmental Requirements that affect, in any material respect, the Services, Colocation Services and/or installation of Communications Equipment in accordance with Annex H, if applicable, to be performed hereunder and shall promptly notify in writing BMI of any part of the Project that does not comply with any Governmental Requirements to the extent Vendor is or becomes aware of such noncompliance.

(c) In addition to the Services, Colocation Services and installation of the Communications Equipment in accordance with Annex H, as described in this Agreement, Vendor shall have such other duties and responsibilities reasonably and customarily required for developments similar to the Development of each BTS Site as may be required or necessary from time to time during the design, development, construction, equipping and Completion of each BTS Site, which other duties and responsibilities shall be deemed to be within the scope of this Agreement; provided, however, that BMI shall not incur any costs or expenses for

or in connection with any such services for BTS Sites.

4.02 Governmental Requirements and Permits. (a) Vendor shall obtain, or

cause to be obtained, the consent or approval of all Governmental Authorities, and all Permits necessary for the Development of each BTS Site. Vendor shall advise BMI in writing of any potential issues or problems, including without limitation any delays in connection with obtaining any approvals from any Governmental Authority.

(b) Vendor shall coordinate and manage all professional and technical services required in connection with the preparation and filing of applications for and obtaining all Permits. Vendor shall be responsible for diligently preparing and filing all applications for, and pursuing and obtaining, the Permits.

(c) Permits will be filed by Vendor on behalf of and in the name of BMI, except where prohibited by applicable laws, and BMI shall assist Vendor in securing all such Permits.

(d) Vendor shall use its best efforts to obtain any Permits necessary to commence construction of the Tower and Improvements on or before the Scheduled Commencement Date with respect to each BTS Site, and shall, unless otherwise set forth in the Site Schedule, prepare and file an application for the required Permit or Permits with the applicable Governmental Authority not later than thirty (30) days after the date of the applicable Notice to Proceed. Vendor's efforts relating to obtaining any Permits shall include, without limitation, the approval of any necessary rezoning of such BTS Site, grant of any variance, vacating of any right-of-way, issuance of any order or other action that may be necessary, or approve any other land use approval necessary, to commence construction of the Tower and Improvements on such BTS Site. If, despite such efforts, any Permits required to be obtained before commencement of construction have not been obtained or could not have been obtained as

of the Scheduled Commencement Date, then Vendor shall continue to exercise its best efforts, for a period of at least one (1) year, to obtain any such Permits as promptly as possible, and, subject to Section 4.02(e), the Scheduled Commencement Date will be adjusted to reflect all additional time which will be required for the performance of any of the duties or obligations of Vendor under this Agreement as a result of the delay in obtaining the Permits. The failure of Vendor to obtain any such Permit shall not in and of itself constitute a breach of Vendor's obligations hereunder. However, the failure of Vendor to perform any of its obligations set forth in this Section 4.02 shall constitute a breach of Vendor's obligations under this Agreement, which, if not cured as contemplated by Section 14.01(a)(i), would constitute an event of default hereunder.

(e) If Vendor has not obtained any Permit required for the Construction of the Tower and Improvements on any BTS Site, or for the Permitted Use thereof or any other required Permit by the applicable Scheduled Commencement Date set forth in the applicable Site Schedule, but in no event later than within ninety (90) days after BMI issues a Notice to Proceed for any BTS Site, then, at any time thereafter, BMI will have the right, at BMI's sole option, to (i) assume responsibility for obtaining such Permit by written notice to Vendor, and Vendor shall reimburse BMI for any costs, fees, or expenses (including reasonable attorneys' fees and expenses) incurred in pursuing and obtaining such Permit; provided, however, that any reimbursement in excess of

\$20,000 shall be subject to Vendor's pre-approval; provided, further, that if

Vendor fails to approve any reimbursement in excess of \$20,000, then BMI shall have the right to pursue obtaining such Permits and shall be liable for any costs, fees and expenses incurred in connection therewith in excess of \$20,000 and provided, further, that any election under this clause (i) shall be without

prejudice to BMI's right to elect later one of the options set forth in clause (ii) or (iii) below with respect to such BTS Site; (ii) reject the BTS Site at no cost or expense to BMI, whereupon such BTS Site shall no longer be subject to this Agreement or (iii) reject the BTS Site and cause Vendor to propose additional potential cell sites as alternatives, in accordance with Section 5.01; provided, that if BMI elects to reject such BTS Site pursuant to clause

(ii) above, for all purposes hereof, such rejected BTS Site shall be deemed a Qualifying Site.

(f) Vendor shall comply with all Governmental Requirements in performing its obligations under this Agreement, the Sublease and each Site Designation Supplement. Vendor shall indemnify, and hold harmless, each BMI Indemnatee from and against any Claims (including without limitation any fine, penalty or damage) arising out of Vendor's failure to comply with any Governmental Requirements including, without limitation, zoning laws and FAA and FCC regulations.

(g) If BMI determines that Vendor's proposed Tower height would cause an extension of time to obtain any Permit beyond the period set forth in the applicable Site Schedule, Vendor shall, at BMI's written request, revise the Due Diligence Package to provide a Tower height which, while meeting BMI's requirements, will, in BMI's judgment, be permitted in a timely fashion without delays in the applicable Site Schedule; provided, however, that in revising the Due Diligence Package, Vendor shall have the right to pursue (i) Permits for a Tower which meets BMI's requirements but which can be subsequently modified to increase the

height of the Tower in order to meet Vendor's requirements and/or (ii) simultaneous Permits for the construction of (1) a temporary structure which satisfies BMI's requirements, if all Permits for such temporary structure can be obtained within the time provided in the applicable Site Schedule, and (2) a permanent Tower with greater height which meets both BMI's and Vendor's requirements. In the event that BMI installs its Communications Equipment on any temporary tower structure prior to Vendor's completion of obtaining permits and constructing a higher permanent Tower, following completion of such higher permanent Tower, BMI's Communications Equipment shall be relocated to the permanent Tower at Vendor's sole cost and expense.

(h) Notwithstanding anything to the contrary contained herein, Vendor shall not be required nor, except as BMI may otherwise agree in writing, to file or pursue any appeal or other similar action to be filed with a court of competent jurisdiction ("Permit Appeal Action") in connection with obtaining Permits. Vendor shall give BMI written notice promptly after it determines that it is necessary to pursue a Permit Appeal Action. If any BTS Site requires Permit Appeal Action, BMI shall have the right to file or pursue such Permit Appeal Action or elect not to pursue such Permit Appeal Action, at BMI's sole discretion. In either event, such affected BTS Site shall constitute a Qualifying Site and BMI shall no longer be obligated under Section 3.09 to exclusively engage Vendor to perform the Services on such BTS Site and BMI shall be free to engage any Person to construct Tower, Improvements and Constructed Improvements on such BTS Site and perform any Services in connection therewith.

ARTICLE 5

PRE-CONSTRUCTION PHASE

5.01 Proposal of Cell Sites; Development Plan. (a) From time to time

during the Term, BMI shall issue a search area request form ("SARF") to Vendor pursuant to Attachment A to Annex D attached hereto. Promptly after receipt of each SARF, but in no event later than within thirty (30) days, Vendor shall perform searching services in the search area designated in such SARF by identifying at least three (3) potential cell site locations for a BTS Site within each radio frequency search area identified in such SARF and preparing a preliminary Site Schedule and a Site Data Package collecting the information set forth in Annex I-A attached hereto, to the extent required by BMI prior to issuance of the Notice to Proceed for presenting such candidate cell sites to BMI for final selection. Vendor shall propose any such potential cell site not later than thirty (30) days after receipt of the applicable SARF; provided that no site shall be proposed unless Vendor reasonably believes that such site meets the requirements of this Agreement for BTS Site in all material respects. If none of the sites proposed by Vendor for any search area meets such requirements, Vendor shall continue proposing additional potential cell sites, until at least one (1) site becomes a BTS Site hereunder, unless Vendor can demonstrate to BMI's reasonable satisfaction that no such site is available and gives BMI an officer's certificate to such effect, duly executed by an authorized officer of Vendor.

(b) Not later than twenty one (21) days after receipt of any proposal as to any potential cell site, BMI shall give Vendor written notice as to which (if any) of such proposed

cell tower sites it views in its judgment as acceptable, whereupon such cell tower site shall become a BTS Site for all purposes of this Agreement, subject to Vendor's prior compliance with Article 8, including Section 8.05; provided, that failure of BMI to accept any proposed cell tower site shall constitute and be deemed a rejection of such proposed cell tower site. BMI's right to select any proposed cell tower site as a BTS Site shall not relieve or release Vendor from performing any of its obligations hereunder in respect of such BTS Site, or otherwise affect any of Vendor's obligations hereunder. Together with such written notice, BMI shall deliver to Vendor a Notice to Proceed with respect such BTS Site in the form of Annex E attached hereto, to be completed and returned to BMI in accordance with Section 5.02.

(c) Not later than ten (10) days after receipt of the Notice to Proceed as to any BTS Site, Vendor shall prepare for the Development of each BTS Site and shall submit to BMI for its approval, which approval shall not be unreasonably withheld, an Implementation Plan and a final Site Schedule with respect to such BTS Site, which shall include, among other things, the facilitation of the Acquisition of such BTS Site requested by BMI and design services, preparation of a development plan, financing and coordination of construction activities.

5.02 Due Diligence. During the pre-construction phase, Vendor shall, on its

own or through one or more qualified consultants: (i) compile and review all reasonably available existing data with respect to each BTS Site from an owner or a ground lessor of such BTS Site and any and all Governmental Authorities having jurisdiction thereof, and any other Persons who may have relevant information necessary to develop each BTS Site; (ii) cause to be performed any and all analyses, examinations, investigations, tests and inspections of each BTS Site, including, but not limited to, environmental studies, surveys, geotechnical studies, soil borings and the like and cause to be accurately completed and returned to BMI with respect to each BTS Site, the Due Diligence Package in the form attached hereto as Annex IB containing all necessary or reasonably available information; (iii) make, or cause to be made, inquiries of all Governmental Authorities and Persons who will furnish electric power, telephone service or any other utility to each BTS Site as to any matters which may affect or be necessary to the Development of each BTS Site; and (iv) determine all Governmental Requirements necessary for the Development of each BTS Site, including, but not limited to, the Tower and Improvements, zoning laws or regulations. Vendor shall perform or supervise the activities described in items (i) through (iv) above, and, upon BMI's request, shall deliver to BMI copies of all written reports, memoranda or material correspondence prepared by or for Vendor with respect to the foregoing. BMI shall have the right to reject any BTS Site that in BMI's reasonable belief fails to comply with the requirements of this Agreement based on the results of the information contained in Site Data Package, Due Diligence Package or other due diligence performed by Vendor.

5.03 Utilities. Vendor shall negotiate with the utility companies

servicing each BTS Site a plan for the provision of services to such BTS Site including without limitation electricity, and other shared utilities required on each BTS Site. Vendor shall make applications for such utility companies to furnish services to such BTS Site as may be adequate for the Permitted Use of the BTS Site by BMI and all Space Subtenants. Vendor shall cause such utility companies to provide connections to such BTS Site. In the case of telephone company connection facilities,

all obligations shall remain with Vendor to effect connections required for the Permitted Use of the BTS Site under the Sublease, with exception that Vendor shall utilize BMI as its agent to work with the local telephone company on the development of the servicing plan.

ARTICLE 6

CONSTRUCTION PHASE

6.01 General. (a) The parties shall hold progress meetings, and Vendor

shall submit progress reports to BMI, in accordance with the Implementation Plan or otherwise on a weekly, bi-weekly or monthly basis as may be agreed between parties. Progress reports will show for each BTS Site, at a minimum, and not by way of limitation, all dates and schedules referred to in the Implementation Plan and the Site Schedule, any anticipated delays, other relevant information, and the corresponding activity period. In addition, BMI may request and Vendor shall facilitate progress meetings with Vendor's key managers and subcontractors, including the establishment of oversight committees to monitor specific work in progress on BTS Sites at times and locations agreed upon by BMI and Vendor in writing no less than seven days prior to such meetings. Progress reports shall be for planning purposes and monitoring compliance with this Agreement.

(b) Should any information or approval be required from BMI as Work progresses, Vendor shall request such information or approval in writing. Said requests shall be submitted sufficiently in advance of the date upon which the information or approval is needed, but in no event less than five (5) days in advance of such date, to permit BMI to act without affecting the progress or sequence of the Work. Such request shall provide a reasonable time for a response by BMI.

(c) Vendor shall, on a periodic basis (but not less frequently than weekly), review the progress of the construction, evaluate the percentage of completion of each BTS Site as indicated in the Implementation Plan and the applicable Site Schedule. The construction schedule report shall be distributed not less than weekly during the construction phase of the Project, indicating the actual progress compared to the scheduled progress of the Work in accordance with the applicable Site Schedule. The reports shall compare the actual construction dates to scheduled construction dates for each BTS Site.

6.02 Performance of the Work. Vendor shall have the responsibility and

obligation to perform the Work in accordance with Annex B. Vendor shall provide a management team or a representative on each BTS Site to provide supervision and administration of the Completion of the Work for each such BTS Site. Vendor shall establish and implement coordination and communication procedures between Vendor and BMI. Vendor shall establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Specifications, including, without limitation, drawings and technical specifications, schedule adjustments; and such other procedures as may be required to Complete the Project. Vendor shall receive operation and maintenance manuals, warranties and guarantees for materials and

equipment used in the Completion of the Project and shall deliver this information to BMI upon Completion of the Project.

6.03 Implementation Plan. The Implementation Plan will set forth in detail

the various tasks for construction and completion of the construction of the Tower and the Improvements for each BTS Site. Any changes in the Implementation Plan shall be subject to written approval by BMI. Vendor shall commence the Work pursuant to the Implementation Plan, using such means and methods of construction as will maintain the progress of the Work substantially in accordance with the Site Schedule for each BTS Site and shall cause Completion of each BTS Site in accordance with the requirements of the Site Schedule for such BTS Site.

6.04 Site Schedule. (a) To enable the Towers and the Improvements to be

planned, scheduled and Completed in an orderly and expeditious manner, Vendor acknowledges and agrees that each Site Schedule shall be consistent with the Specifications and each stage of the Implementation Plan.

(b) Upon the occurrence of an event of Force Majeure and in the events expressly provided in this Agreement, the Site Schedule for any affected BTS Site shall be adjusted to reflect all additional time which will be required for the performance of any of the duties or obligations of Vendor under this Agreement as a result of such event, which adjustment shall be subject to the prior written approval of BMI, not to be unreasonably withheld or delayed.

(c) Except as set forth in Section 6.04(b) as to an individual BTS Site, no Site Schedule for any BTS Site shall change, and Vendor will have no right to cause any such change, without prior written approval by BMI. Within five (5) Business Days after the receipt of any request from Vendor for a change to any Site Schedule, BMI shall notify Vendor in writing of its approval or disapproval of such proposed change. Failure of BMI to respond within said five (5) Business Day period shall constitute and be deemed an acceptance of such requested change unless the change is, or results in, an extension of the Scheduled Completion Date by more than thirty (30) days with respect to any BTS Site, in which case BMI must approve such change in writing before it becomes effective, such approval not to be unreasonably withheld.

(d) Vendor acknowledges and agrees that it has an affirmative obligation and responsibility promptly to notify BMI of any circumstance which affects or may affect any Site Schedule in any material respect and the extent to which such Site Schedule may be affected as a result of such circumstance.

6.05 Quality Review. Vendor shall establish and implement a program to

monitor the quality of the construction, as set forth in the Implementation Plan. The purpose of the program shall be to assist in guarding against defects and deficiency in the Work. At any time and from time to time BMI may in its discretion, and without need to demonstrate cause, conduct an independent program to monitor the quality of the construction and Vendor's compliance with its obligations hereunder.

6.06 Compliance with Requirements, Permits, Bonds and Insurance during

Construction. Vendor shall comply with all Environmental, Health and Safety

Requirements as they

relate to the construction of the Towers and the Improvements in connection with the Project. Vendor shall, at its own cost and expense, procure and maintain all licenses and Permits required by local, state or federal regulatory agencies and authorities with respect to the construction, and shall comply with all local, state and federal laws, ordinances, rules and regulations applicable to this Agreement. Vendor shall indemnify and hold harmless each of the BMI Indemnitees from and against any fine, penalty or damage arising out of the failure by Vendor, its Affiliates or any of their respective employees, agents, contractors, subcontractors, advisors or consultants to comply with any such laws, ordinances, rules or regulations including, without limitation, zoning laws and FAA regulations, unless such failure arises from BMI's willful or negligent conduct. Vendor shall obtain, or cause to be obtained, all required bonds and insurance, including without limitation the insurance required under Article 11, necessary or advisable for the commencement of construction and Completion of the Work with respect to each BTS Site.

6.07 Work Permits. Vendor shall be the applicant for any and all necessary

Work Permits, except (i) as BMI may otherwise consent pursuant to Section 4.02(c) or (ii) to the extent that it is necessary for BMI, as owner of the BTS Site, to be a co-applicant. Vendor shall coordinate and manage all professional and technical services required in connection with the preparation and filing of applications for and obtaining all Permits. Vendor shall be responsible for ensuring that all applications for the Permits are diligently prepared and filed, and pursued and obtained.

6.08 Construction. (a) Vendor, at Vendor's sole cost and expense, shall

cause the Towers and the Improvements to be constructed and installed diligently and in a timely fashion, with workmanship and materials in accordance with standards generally prevailing in the industry and in any event, in accordance with the Specifications, the Implementation Plan for each BTS Site and all applicable laws. BMI will have the right to approve or reject the quality of all materials, equipment and systems to be used in the Completion of the Towers and Improvements that are different from or not in conformity with the Specifications. Vendor shall supervise the work and activities of the contractors, subcontractors, engineers and other Persons engaged in the design, development, construction and installation of the Towers and Improvements. Vendor shall obtain, or cause to be obtained, all warranties. Vendor shall cause the construction of a Tower and other Improvements on each BTS Site in accordance with the applicable Site Schedule and on or before the Site Completion Date.

(b) If BMI requests changes to the Specifications, Vendor shall promptly make such changes to the Specifications and BMI shall adjust the Implementation Plan, the Site Schedule for any affected Site, as may be necessary or required, in BMI's reasonable judgment provided that (i) the change in the Specifications would not have a material adverse effect on the Permitted Use under the Sublease; and (ii) BMI pays any reasonable costs incurred by Vendor and directly attributable to implementation of such changes.

6.09 Site Data. In performing Services hereunder, Vendor shall compile data

concerning the each BTS Site and furnish such data to BMI, all in accordance with the procedures set forth in Annex D and Annex I.

6.10 Warranty. Vendor does hereby warrant and guarantee that the Tower and

Improvements on each BTS Site and all workmanship and materials incorporated therein will be constructed in accordance with the Specifications and will be free from defects in workmanship and materials: (i) as to the Tower, for a period commencing on the Completion Date for such BTS Site and ending upon the expiration of the term of the Site Designation Supplement, after giving effect to any and all extensions thereof, and (ii) as to the Improvements and Constructed Improvements, for a period of one (1) year commencing on the Completion Date (the "Warranty Period"). In addition, at BMI's request, Vendor shall assign to BMI a non-exclusive right to enforce all warranties respecting materials used by Vendor in Completing each BTS Site and shall secure any and all consents from the suppliers of such materials to make such assignment effective or enforce any such warranties on behalf of BMI. If any defect or deviation should exist, develop, be discovered or appear within the Warranty Period, Vendor, at its sole cost and expense, immediately upon demand, shall fully and completely repair, correct and eliminate such defect or deviation. The foregoing warranties and guarantees are cumulative of and in addition to, and not restrictive of or in lieu of, any and all other warranties and guarantees provided for or required by the Specifications, any other provision of this Agreement or applicable laws, and shall survive the expiration or termination of this Agreement.

6.11 Access and Inspection. (a) The construction shall be performed in such

a manner as will permit BMI to inspect each BTS Site. BMI may, at its election, conduct or have conducted such inspections as it deems necessary at each BTS Site. If BMI notifies Vendor of any observed defects or nonconformities with the Specifications, Vendor shall promptly correct any defect or nonconformity in such time and manner as will permit Completion of each BTS Site in accordance with the Site Schedule for such BTS Site. The failure of BMI to inspect any BTS Site, however, will not in any way limit, waive, or otherwise affect the rights of BMI with respect to any of Vendor's warranties or obligations under this Agreement.

(b) BMI will have access to any BTS Site during all working hours, and will have the right to observe the Work performed; provided, however, that BMI

shall not delay, hinder or interfere with the performance of the Work. BMI's inspection of any Work will not relieve Vendor of any of its obligations to perform the Work in accordance with this Agreement, including without limitation the Specifications, except to the extent a specific deviation from the Specifications at any BTS Site is or has been accepted in writing by BMI. Work found not to be in accordance with the Specifications shall be replaced or re-performed by Vendor, except to the extent a specific deviation from the Specifications is or has been accepted in writing by BMI. BMI will have the right to reject materials and workmanship which are defective or not in conformance with the Specifications. Rejected Work at any BTS Site must be promptly removed from such BTS Site. Failure on the part of BMI to reject defective or nonconforming Work will not be construed to imply an acceptance of such Work; provided, however, to the extent a specific deviation from the

Specifications is or has been accepted in writing by BMI, such deviation shall not be deemed to be defective or nonconforming Work.

(c) Should BMI consider it necessary or advisable at any time before Completion to examine Work already completed therein, Vendor shall, on request of BMI, promptly furnish all necessary facilities, labor, and material for that purpose. If such Work is

found to be defective in any material respect, Vendor shall pay all expenses of such examination. If, however, such Work is not found to be defective in any material respect, BMI shall pay all expenses of such examination and restoration of the Work. The Site Schedule as to affected BTS Site shall be equitably adjusted.

6.12 Completion. (a) Promptly following the Completion of the Work at any

BTS Site in accordance with the requirements of the Specifications and the requirements of this Agreement, including without limitation the construction of the Tower and the Improvements on such BTS Site and the performance of the final cleanup thereon, Vendor shall give BMI written notice of its good faith belief that such BTS Site is Completed. Not later than twenty (20) days after receipt of such written notice, BMI shall provide Vendor with written notice stating (i) BMI agrees that the Work as to such BTS Site is Completed, whereupon the parties shall execute a Completion Certificate with respect to such BTS Site as soon as reasonably practicable after BMI gives such notice, (ii) BMI rejects such BTS Site as not Completed; provided BMI includes an explanation in reasonable detail of the respects in which such BTS Site is not Completed, or (iii) BMI exercises the option set forth in Section 6.12(c) to execute a Completion Certificate together with a Punch List.

(b) In addition to any right BMI may have under Section 6.11, BMI will have the right to (i) inspect any BTS Site at any time after BMI receives the notification under Section 6.12(a) and prior to any date on which the Completion Certificate is executed and (ii) notify Vendor in writing if such inspection by BMI reveals that Completion has not occurred with respect to any BTS Site. Promptly after receipt of any such notification, Vendor shall promptly cause any unperformed Work to be performed.

(c) Upon issuance of the Completion Certificate with respect to a BTS Site, such BTS Site shall constitute a completed BTS Site (a "Completed BTS Site"). Each Completed BTS Site shall be added to Exhibit B hereto and shall constitute an accepted BTS Site. If at any time prior to Completion such BTS Site does not comply with the Specifications or other requirements of this Agreement in any material respect, BMI may, at its sole option, elect to execute a Completion Certificate with respect to such BTS Site together with a punch list, in the form of Annex F attached hereto (the "Punch List"), indicating the particulars of the alleged deviation from the Specifications or other requirements of Vendor hereunder. Vendor shall promptly, but not later than within thirty (30) days of the date of the Punch List and at its own cost and expense, correct any such non-compliance or deviation. Upon execution of a Completion Certification and a Site Designation Supplement with respect to a BTS Site, BMI shall pay Vendor a Site Maintenance Charge applicable to such BTS Site pursuant to Section 3.01(b) and, the Site Installation Fee pursuant to Annex H.

(d) Notwithstanding Section 6.12(c), if (i) any BTS Site becomes a Substantially Completed Site and (ii) at any time before the execution of the Completion Certificate or the Site Designation Supplement with respect to any BTS Site, BMI installs and begins operation of BMI's Communications Equipment on such BTS Site in a revenue generating mode, such BTS Site shall be deemed to constitute a Substantially Completed BTS Site, and from and after the date such BTS Site is deemed a Substantially Completed Site and such Communications

Equipment has been in service, BMI shall be obligated to pay Vendor the applicable Site Maintenance Charge and Site Installation Charge with respect to such BTS Site; provided, however, that in either case BMI shall have the right to defer, accrue, and withhold payment of, the applicable BTS Site Maintenance Charge and Site Installation Charge until such BTS Site is Completed. Not later than thirty (30) days after any such BTS Site is Complete, BMI shall pay such accrued Site Maintenance Charge and Site Installation Charge, without interest.

(e) The parties acknowledge that during the construction period, title, right and interest in, to and under the Tower and Improvements on each BTS Site shall vest in and at all times remain with Vendor. Without limiting the foregoing, effective as of the date of the Completion of each BTS Site, all rights, title and interest in, to and under the Tower and Improvements constructed on such BTS Site pursuant to this Agreement shall be deemed, without any further action or demand by BMI, transferred, assigned and conveyed over unto BMI or the applicable BMI Affiliate upon execution of the applicable Completion Certificate, and Vendor hereby agrees to execute and deliver to BMI, as an attachment to a Completion Certificate, any and all further instruments and documents to assure such transfer, assignment and conveyance to the full extent contemplated by Vendor's obligation hereunder.

ARTICLE 7

GUARANTY OF OBLIGATIONS

7.01 CCIC's Guaranty. (a) CCIC hereby unconditionally guarantees

to BMI the full and timely performance and observance of all of the terms, provisions, covenants and obligations of Vendor under this Agreement (the "Obligations"). CCIC agrees that if Vendor defaults at any time during the term of this Agreement in the performance of any of the Obligations, CCIC shall faithfully perform and fulfill all Obligations and shall pay to BMI all attorneys' fees, court costs, and other expenses, costs and disbursements incurred by BMI on account of any default by Vendor and on account of the enforcement of this guaranty.

(b) If Vendor defaults under this Agreement, and BMI elects to enforce the provisions of this Section 7.01, BMI shall promptly give CCIC written notice thereof, which notice shall constitute an exercise of BMI's rights against CCIC pursuant to this Section 7.01. Following the receipt of such notice by CCIC, CCIC shall have the same period of time as is afforded to Vendor under this Agreement to cure such default, but no such cure period shall diminish the obligations of CCIC under this Section 7.01.

(c) This guaranty obligation of CCIC shall be enforceable by BMI in an action against CCIC without the necessity of any suit, action, or proceedings by BMI of any kind or nature whatsoever against Vendor, without the necessity of any notice to CCIC of Vendor's default or breach under this Agreement, and without the necessity of any other notice or demand to CCIC to which CCIC or Vendor might otherwise be entitled, all of which notices CCIC hereby expressly waives. CCIC hereby agrees that the validity of this guaranty and the obligations of CCIC hereunder shall not be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by BMI against Vendor any of the rights or

remedies reserved to BMI pursuant to the provisions of this Agreement or any other remedy or right which BMI may have at law or in equity or otherwise.

(d) CCIC covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of CCIC hereunder shall not be affected, modified, or diminished by reason of any assignment, renewal, modification or extension of this Agreement or any modification or waiver of or change in any of the covenants and terms of this Agreement by agreement of BMI and Vendor, or by any unilateral action of either BMI or Vendor, or by an extension of time that may be granted by BMI to Vendor or any indulgence of any kind granted to Vendor, or any dealings or transactions occurring between BMI and Vendor, including, without limitation, any adjustment, compromise, settlement, accord and satisfaction, or release, or any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership, or trusteeship affecting Vendor. CCIC does hereby expressly waive any suretyship defense it may have by virtue of any statute, law, or ordinance of any state or other governmental authority.

(e) All of BMI's rights and remedies under this guaranty are intended to be distinct, separate, and cumulative and no such right and remedy herein is intended to be the exclusion of or a waiver of any other.

(f) CCIC hereby waives presentment, demand for performance, notice of nonperformance, protest, notice of protest, notice of dishonor, and notice of acceptance. CCIC further waive any right to require that an action be brought against Vendor or any other person or to require that resort be had by BMI to any security held by BMI.

ARTICLE 8

VENDOR'S ADDITIONAL OBLIGATIONS AS TO BTS SITES

8.01 Acquisition of BTS Site. In addition to and not in limitation of

any other obligations of Vendor under this Agreement, in order to permit the construction and installation of the Tower and the Improvements on each BTS Site, Vendor may act as BMI's agent in the acquisition for, on behalf and in the name of BMI, of a fee title to or a leasehold interest in such BTS Site. Each BTS Site which is so acquired, at BMI's request, shall be free and clear of all Liens. If BMI elects to acquire a leasehold interest in any BTS Site, the Ground Lease for such BTS Site shall be substantially in the form of Exhibit A attached hereto, unless otherwise approved or accepted by BMI.

8.02 Vendor's Inspection of Site Prior to Scheduled Commencement Date.

Vendor shall not effect the Acquisition for BMI of any BTS Site unless, prior to the applicable Ground Lease Effective Date, Vendor and its agents, employees, consultants, contractors and subcontractors, have entered such BTS Site and conducted such due diligence, examinations, investigations, tests and inspections ("Inspections") with respect to such BTS Site as are customary in the industry, together with such other Inspections as Vendor customarily performs or are necessary or advisable under the circumstances. In the event that Vendor determines, in Vendor's reasonable judgment, that the results of such Inspections are not satisfactory, Vendor

shall give BMI notice to such effect and thereafter such site shall no longer be a BTS Site hereunder and Vendor shall, at BMI's written direction, terminate any option of BMI to enter into a Ground Lease for such site, identify and propose to BMI a new potential cell site location for a BTS Site pursuant to and subject to Sections 5.01 and 5.02 hereof, and the Site Schedule as it applies to the applicable BTS Site, shall be adjusted to reflect any additional time which will be required for the performance of any of the duties or obligations of Vendor under this Agreement as a result of such event.

8.03 Hazardous Waste and Contamination Investigation. (a) Prior to the

Ground Lease Effective Date for any BTS Site, Vendor shall cause the Environmental Assessment on such BTS Site to be performed. Vendor shall provide BMI with copies of any and all such Environmental Assessments.

(b) Within five (5) Business Days after discovery of any Environmental Conditions on any BTS Site not disclosed by, or in excess of the conditions disclosed by, the Environmental Assessment, Vendor shall advise BMI in writing of such condition and its effect upon the Site Schedule. All costs and expenses incurred by Vendor arising out of or by reason of the discovery of any such condition on the BTS Site (including, without limitation, costs and expenses paid or incurred to rectify such condition) shall be borne by Vendor. The applicable Site Schedule shall be adjusted to reflect all additional time which will be required for the performance of any of the duties or obligations of Vendor under this Agreement as a result of any such condition.

8.04 Geotechnical Subsurface and Soil Investigation. (a) Vendor shall

obtain, perform and analyze all reasonably appropriate geotechnical data, soil and subsurface tests and other soil engineering tests and reports necessary to the design, engineering, permitting, and construction of the Tower and the Improvements (except that the provisions of this Section 8.04 shall not apply to the Environmental Assessment).

(b) If Vendor shall have timely obtained all reasonably appropriate tests, but, nonetheless, concealed and unknown conditions that affect the performance of the Work are encountered below ground or in an existing structure other than the Work, then (i) Vendor shall bear all costs and expenses arising out of or by reason of the existence of any such condition on the BTS Site (except to the extent that (x) Vendor notifies BMI that its good faith estimate of such costs and expenses exceeds \$100,000 and Vendor is unwilling to bear any such costs and expenses in excess of such amount, in which event BMI will have the option, exercisable in its sole discretion, either to (A) agree to pay the amount of any such reasonably incurred costs and expenses in excess of such amount or (B) terminate this Agreement as to such BTS Site, in which event BMI shall no longer be obligated under Section 3.09 to exclusively engage Vendor to perform Services on such BTS Site, and shall be free to engage any other Person to perform such Services), and (ii) the applicable Site Schedule shall be adjusted to reflect all additional time which will be required for the performance of any of the duties or obligations of Vendor under this Agreement as to such BTS Site as a result of any such condition, subject to Vendor's receipt of the prior approval of BMI.

8.05 Additional Environmental Requirements. Prior to commencement of

construction in respect of any BTS Site (and except as to any Potential Colocation Sites, prior to obtaining any Permit) and as a condition to BMI's obligations to accept any BTS Site, Vendor shall perform an analysis to determine whether (i) the proposed site will be located in an officially designated wilderness area or preserve; (ii) the facility may affect federally listed, threatened or endangered species or designated critical habitats; (iii) the facility may affect districts, site buildings, structures, objects, or other cultural resources listed, or eligible for listing, in the National Register of Historic Places; (iv) facility may affect Indian religious sites; (v) the potential site is located within a 100-year floodplain; (vi) the construction of the facility will involve a significant change in surface features (e.g., wetland fill, deforestation, or water diversion); (vii) the structure will be equipped with high intensity white lights and be located in or near a residential neighborhood; including any future modifications to the rules as directed by the FCC. Vendor shall deliver the results of each such analysis to BMI upon completion of such analysis, together with a written certification to the results thereof based on the consulting reports received by Vendor, including Vendor's certification that there is no condition of the type described in clauses (i); (ii); (iii); (iv); (v); (vi); or (vii). If it is found that any condition listed in this Section 8.05 is present at any BTS Site, an Environmental Assessment must be prepared by the Vendor and filed with the FCC with a copy being provided to BMI. If any of conditions listed herein are present, no construction may be commenced on a BTS Site until the required FCC applications have been granted and notice of such grant is provided to Vendor by BMI's authorized representative. All costs and expenses incurred by Vendor in connection with or relating to Vendor's compliance with the requirements of this Section 8.05 shall be borne by Vendor.

8.06 FAA/FCC Compliance. Vendor hereby expressly agrees to comply

with any and all rules, policies, regulation and interpretations of BMI relating to or in connection with BMI's compliance with the applicable FAA and FCC regulations, as such rules, policies, regulations and interpretations are described in Schedule 8.06.

ARTICLE 9

COLOCATION

9.01 Identification of Colocation Sites. Vendor may, without delaying

any of its obligations under this Agreement, including, without limitation, obligations pursuant to Section 5.03 and Article 8, at any time during the Term, provide BMI with a written notice proposing any existing cell sites within a search area specified in the applicable SARF that would be suitable for the colocation of BMI's Communications Equipment ("Potential Colocation Sites"). If BMI is interested in pursuing any Potential Colocation Site within the search area, BMI shall respond to Vendor within five (5) Business Days after the notice thereof. If BMI elects to use any Potential Colocation Site within a specific search area and install BMI's Communications Equipment on such Potential Site, BMI shall pay the applicable colocation fees as set forth in Annex H and may engage Vendor to perform other colocation services set forth in Annex H. If BMI is not interested in pursuing a Potential Colocation Site, Vendor shall keep performing all of its obligations hereunder, including, without limitation, performing search

Services in such search area as provided in Section 5.01. Notwithstanding anything to the contrary contained herein, if any Potential Colocation Site is a CCIC Site and BMI elects to install its Communications Equipment on such Potential Colocation Site, the Site Maintenance Charge with respect to such Potential Colocation Site for all purposes of this Agreement shall be determined in accordance with Section 3.01(c).

9.02 Colocation Services. (a) During the Initial term, if BMI is

interested in a Potential Colocation Site, Vendor may, upon written notice thereof to BMI, offer the performance of the Colocation Acquisition Services listed in Annex H with respect to such Potential Colocation Site, on BTS Sites; provided, that Vendor acknowledges that at any time during the Term, BMI shall

have the right to engage any Person other than Vendor to perform such Colocation Acquisition Services. If the terms, conditions and fees in connection with such Colocation Acquisition Services are acceptable to BMI, BMI may engage Vendor to perform such Colocation Acquisition Services upon written notice to Vendor within five (5) Business Days after receipt by BMI of the offer from Vendor. If BMI elects to engage Vendor to perform such Colocation Acquisition Services pursuant to this Section 9.02(b), such Colocation Acquisition Services shall be performed in compliance with the requirements of this Agreement, including, without limitation, compliance with quality standards, Governmental Requirements, Permits and Environmental Laws, in each case as applicable to such Colocation Acquisition Services.

(b) During the Initial term, if BMI is interested in a Potential Colocation Site, Vendor may, upon written notice thereof to BMI, offer the performance of the Colocation Construction and Installation Services listed in Annex H with respect to such Potential Colocation Site, on BTS Sites; provided, that Vendor acknowledges that at any time during the Term, BMI shall have the right to engage any Person other than Vendor to perform such Colocation Construction and Installation Services. If the terms, conditions and fees in connection with such Colocation Construction and Installation Services are acceptable to BMI, BMI may engage Vendor to perform such Colocation Construction and Installation Services upon written notice to Vendor within five (5) Business Days after receipt by BMI of the offer from Vendor. If BMI elects to engage Vendor to perform such Colocation Construction and Installation Services pursuant to this Section 9.02(b), such Colocation Construction and Installation Services shall be performed in compliance with the requirements of this Agreement, including, without limitation, compliance with quality standards, Governmental Requirements, Permits and Environmental Laws, in each case as applicable to such Colocation Construction and Installation Services.

(c) Vendor hereby acknowledges and agrees that any and all fees in connection with performance of any Colocation Acquisition Services and Colocation Construction and Installation Services shall be due and payable in accordance with Annex H and only if BMI installs its Communications Equipment on a Potential Colocation Site.

ARTICLE 10

AGREEMENT TO SUBLEASE BTS SITES

10.01 Execution of the Site Designation Supplement. Subject to Section

6.12(c), upon issuance of the Completion Certificate with respect to a BTS Site, BMI shall sublease the Subleased Property (as defined in the Sublease) of such BTS Site to Vendor pursuant to the Sublease and BMI and Vendor shall execute a Site Designation Supplement for such BTS Site, thereby supplementing the Sublease so as to cause such BTS Site to be covered thereby. In each case, immediately thereafter, Vendor shall operate and manage such BTS Site. In connection with BMI's execution of any Site Designation Supplement for any BTS Site, BMI shall assign its rights as sublessor in or to any Existing Subleases (as defined in the Sublease) of such BTS Site, including without limitation the right of Vendor to receive from Space Subtenants all rents from such BTS Site payable after the date of such Site Designation Supplement. BMI shall not enter into any agreements with Space Subtenants in respect of a BTS Site without the prior written approval of Vendor. Under no circumstances will BMI be required to account for or pay Vendor any rent or other amount paid to BMI by any Space Subtenant on any BTS Site prior to the applicable date on which a Site Designation Supplement is effective for such BTS Site.

10.02 Reservation of Space. The Sublease and applicable Site

Designation Supplement shall provide for BMI to retain the Reserved Space (including BMI's Communications Equipment and BMI's Improvements, each as defined in the Sublease) for its own use and enjoyment, all pursuant to and in accordance with the terms and conditions set forth in the Sublease and the Site Designation Supplement for such BTS Site.

10.03 Recordation of Ground Leases and Site Designation Supplements.

Each Ground Lease or a memorandum of Ground Lease and each Site Designation Supplement shall be in recordable form. Vendor, acting on behalf of BMI, shall: (i) cause the memorandum of Ground Lease for any BTS Site to be duly recorded prior to the execution and recordation of a Site Designation Supplement for such BTS Site; and (ii) submit to the appropriate recording office each Site Designation Supplement to be duly recorded not later than ten (10) days after the execution thereof and cause such memorandum or Site Designation Supplement, as the case may be, to be so recorded in such recording office. Vendor shall, at Vendor's sole cost and expense, cause the title insurance for BMI's interest in each BTS Site to be issued promptly following the recording of a memorandum of Ground Lease for such BTS Site.

10.04 Effect of Sublease and Site Designation Supplement. The parties

acknowledge and agree that upon the Completion of a BTS Site, in addition to any obligations of Vendor hereunder that survive the Completion of such BTS Site, the respective duties and responsibilities of the parties pertaining to the sublease of such BTS Site to Vendor shall be set forth and governed by the Sublease and a Site Designation Supplement for such BTS Site.

ARTICLE 11

INSURANCE

11.01 Vendor's Insurance Requirements. Throughout the term of this

Agreement, Vendor shall carry and maintain in force the following insurance:

(a) Commercial General Liability Insurance (including protective liability coverage on operations of independent contractors engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Vendor, against claims for personal injury, bodily injury and property damage, with a limit of not less than \$1,000,000 in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$2,000,000 in the aggregate applicable to this Project. Such insurance (which may be furnished under a primary policy or an "umbrella" policy or policies with a limit of not less than \$5,000,000) shall also include coverage against liability for bodily injury or property damage arising out of use by or on behalf of Vendor of any owned, non-owned or hired automotive equipment for a limit not less than that specified above. Such insurance shall include a cross-liability/severability of interest provision and shall otherwise comply with the requirements applicable to such insurance.

(b) Worker's compensation and related insurance covering all employees of Vendor employed in, on or about the Project in order to provide statutory benefits as required by the applicable laws and otherwise in compliance with the requirements applicable to such insurance, including employer's liability insurance with limits of not less than \$1,000,000 each accident/\$1,000,000 each employee by decease/1,000,000 policy limits and otherwise in compliance with the requirements applicable to such insurance

(c) Comprehensive automobile liability insurance with limits of not less than \$1,000,000 per occurrence and in the aggregate for bodily injury, including death and property damage and otherwise in compliance with the requirements applicable to such insurance.

(d) Vendor's all risk insurance policy with limits of not less than full replacement cost of each Tower and the Improvements of each BTS Site.

11.02 Evidence of Insurance. Promptly following BMI's reasonable

requests made from time to time, Vendor shall furnish BMI with appropriate certificates evidencing the insurance required to be maintained by Vendor hereunder. If Vendor for any reason fails to obtain and/or maintain in force any of the insurance required under Section 11.01, then Vendor shall, and Vendor does hereby agree to, indemnify each BMI Indemnitee against, and hold, save, and defend each BMI Indemnitee harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which such BMI Indemnitee may suffer or incur, or which may be asserted against such BMI Indemnitee, whether meritorious or not, against which such BMI

Indemnitee would or should have been insured under any required insurance which Vendor does not for any reason obtain or maintain in force.

11.03 Waiver of Subrogation. Each insurance policy maintained by Vendor

with respect to the Project shall contain a waiver of subrogation clause, or shall name both BMI and Vendor as insured parties thereunder, so that no insurer shall have any claim over or against BMI, by way of subrogation or otherwise, with respect to any claims which are insured under any such policy, except for workers compensation insurance.

ARTICLE 12

LIABILITY; INDEMNITY

12.01 Liquidated Damages. (a) Except as expressly provided in this

Agreement, if, as a result of an Excusable Delay, Vendor delays in performing any of its obligations pursuant to any Site Schedule, then BMI shall adjust any Site Schedule pursuant to Section 6.04(b) so as to allow Vendor to perform the obligations which Vendor could not perform due to such Excusable Delay. If Vendor delays in performing any of its obligations pursuant to any Site Schedule for any reason other than an Excusable Delay, then BMI will have the option, exercisable in its sole discretion, to allow Vendor to perform the obligations which Vendor could not perform due to such delay to a later time; provided,

however, that no such adjustment shall be effective unless evidenced by a

writing executed by BMI.

(b) If Vendor fails to meet its obligation to Substantially Complete any BTS Site in accordance with the applicable Site Schedule, BMI will have the right to liquidated damages in respect of each BTS Site that has not been Substantially Completed in an amount equal to \$7,500 per month (prorated for partial months), for each day that such failure continues (the "Liquidated Damages"), not to exceed \$15,000 for any single BTS Site. If Vendor owes Liquidated Damages in respect of any BTS Site, such Liquidated Damages shall be payable by Vendor in cash, within thirty (30) days from the date of the written notice thereof.

(c) The payment of the Liquidated Damages shall not relieve Vendor from its obligations to construct and install the Towers and Improvements, and perform its other obligations hereunder in accordance with the respective Site Schedules. The parties hereto acknowledge that the amount of the Liquidated Damages payable by Vendor to BMI under this Section 12.01 constitute liquidated damages and not penalties, that the injuries to BMI caused by Vendor's delays described above are difficult or impossible to estimate accurately, and that the sums payable herein are reasonable estimates of the probable losses associated with such injuries. The parties further acknowledge that BMI may not assert other damages separate from and in addition to the Liquidated Damages.

12.02 Indemnity of BMI. (a) Vendor shall, and Vendor does hereby agree

to, indemnify and hold harmless each BMI Indemnitee from and against any loss, damage, including without limitation any direct or indirect, special, incidental or consequential damages, liability, cost, expense, action or claim, including reasonable attorneys' fees and amounts paid in

settlement ("Claims"), by reason of or arising out of: (i) personal injury, death, and damage to tangible property resulting from (A) the intentional or negligent acts or omissions of Vendor's directors, officers, employees, agents, consultants, contractors or subcontractors in connection with the Completion of each BTS Site and performance of this Agreement, or (B) any design or manufacturing defect in any Tower, the Improvements or any part thereof, whether manufactured by Vendor hereunder or otherwise or any defects in construction or installation of any Tower, Improvements or Constructed Improvements, or in the installation in accordance with Annex H of BMI's Communications Equipment; (ii) Vendor's breach of its obligations under this Agreement, including without limitation in respect of any Services; (iii) the termination or removal of any employee or subcontractor of Vendor pursuant to Section 3.05(d); (iv) Vendor's breach of any representation or warranty in this Agreement, including without limitation its warranty pursuant to Section 6.10; (v) failure of Vendor to comply with any obligation under this Agreement as to Governmental Requirements or the imposition of any Lien on any BTS Site or (vi) BMI's acting as co-applicant for any Permit, pursuant to Section 4.02 or 6.07.

(b) BMI shall, and BMI does hereby agree to, indemnify and hold harmless Vendor from and against any Claim, by reason of or arising out of personal injury, death and damage to tangible property resulting from the intentional or negligent acts or omissions of BMI, but only to the extent (i) such injury, death or damage is caused by BMI in connection with (x) inspections pursuant to Section 6.11 or (y) the provisions of Section 6.12(d) relating to BMI's operation of its Communications Equipment prior to the execution of the Completion Certificate and (ii) Vendor is not responsible therefor under the terms of this Agreement.

12.03 Relationship to Insurance. In no event shall the indemnification provisions of Section 12.02 above diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any BMI Indemnitee may be entitled under any insurance policy required by this Agreement or otherwise with respect to the Project, or under the terms of any waiver of any subrogation contained therein.

12.04 No Third-Party Beneficiaries. None of the duties and obligations of Vendor under this Agreement shall in any way or in any manner be deemed to create any liability of Vendor to, or any rights in, any person or entity other than the BMI Indemnitees and the Vendor Indemnitees.

ARTICLE 13

ADDITIONAL REPRESENTATIONS AND WARRANTIES

13.01 BMI's Representations and Warranties. BMI represents and warrants to Vendor that: (i) BMI is a corporation, duly organized, validly existing and in good standing under the laws of the State of Georgia; and (ii) BMI has the full and complete right, power and authority to enter into this Agreement and perform its respective duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement.

13.02 Vendor's Representations and Warranties.

(a) Vendor represents and warrants that Vendor is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the full and complete right, power and authority to enter into this Agreement and perform Vendor's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement.

(b) Vendor represents and warrants to BMI that at all times during the term of this Agreement, Vendor shall have sufficient funds available to Complete the Project in accordance with the Implementation Plan and Site Schedules.

13.03 CCIC's Representations and Warranties. CCIC represents and

warrants that: (i) CCIC is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware; and (ii) CCIC has the full and complete right, power and authority to enter into this Agreement and perform its respective duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement.

ARTICLE 14

DEFAULT AND TERMINATION

14.01 Default by Vendor. (a) The following events shall constitute

events of default by Vendor:

(i) If Vendor, in any material respect: violates or breaches, or fails fully and completely to observe, keep, satisfy, perform or comply with any terms, covenants, conditions, requirements, provisions, duties and obligations under this Agreement, and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from BMI with respect thereto (which notice shall describe with reasonable particularity such failure); provided, however, that, if such failure to perform shall necessitate longer to cure than such thirty (30) day period, and BMI does not unreasonably object to an extension, then such cure period shall be extended for such period of time as is reasonably necessary to cure such failure to perform, provided, further, that Vendor commences such cure within thirty (30) days after receipt of written notice from BMI and thereafter proceeds diligently and in good faith to cure the default; or

(ii) If, in any consecutive twelve-month period, (x) BMI becomes entitled to the Liquidated Damages pursuant to Section 12.01(b) in excess of \$200,000 in respect of any BTS Sites or (y) BMI becomes entitled to Liquidated Damages pursuant to Section 12.01(b) in the amount of \$15,000 in respect of any BTS Site; or

(iii) if any representation or warranty made by Vendor in this Agreement or the Sublease was false or misleading in any material respect on the date as of which made (or deemed made); or

(iv) if Vendor fails to comply with the provisions of Section 5.01 for at least forty-five (45) days; or

(v) If (A) a trustee or receiver is appointed to take possession or control of all or substantially all of Vendor's assets, and such receiver or trustee shall fail, within sixty (60) days of appointment, to affirm or assume this Agreement, to provide adequate assurance as to its ability to perform all of the terms and conditions of this Agreement as a receiver or trustee of Vendor, to cure all other events of default, and to pay all damages incurred by BMI as a result of all events of default; (B) Vendor shall commence any voluntary proceeding under present or future Federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (C) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Vendor in any involuntary proceeding against Vendor under present or future Federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Vendor and shall continue for a period of forty-five (45) days after commencement without dismissal.

(b) Upon the occurrence of any event of default by Vendor under this Agreement, BMI may pursue any and all rights and remedies available under applicable law and any one or more of the following rights and remedies, separately or concurrently or in any combination, without further notice or demand whatsoever:

(i) upon the occurrence of any event of default with respect to a BTS Site under Sections 14.01(a)(i), (ii)(y), (iii) or (iv), BMI may, at its option, either (x) suspend its obligations until such default is cured by Vendor or terminate its obligations to (1) exclusively engage Vendor to perform Services in respect of such BTS Site pursuant to Section 3.09, and/or (2) offer Vendor the opportunity to perform the Colocation Services in respect of such BTS Site as provided in Section 9.02(b), by giving Vendor written notice thereof, and thereafter BMI shall have the right to engage any Person to perform Services and Colocation Services in respect of such BTS Site or (y) terminate this Agreement as to such BTS Site by giving Vendor written notice of termination, it being understood that in the case of either clause (x) or clause (y), such BTS Site shall be deemed a Qualifying Site; or

(ii) upon the occurrence of any event of default: (A) under Sections 14.01(a)(ii)(x) or (v), or (B) with respect to more than ten percent (10%) or more of the proposed cell sites accepted by BMI pursuant to Section 5.01 during any twelve (12) consecutive month period under Sections 14.01(a)(i),

(ii)(y), (iii) or (iv), BMI may, at its option, either: (x) suspend its obligations until such default is cured by Vendor or terminate its obligations to (1) exclusively engage Vendor to perform Services in respect of any or all BTS Sites pursuant to Section 3.09, and/or (2) offer Vendor the opportunity to perform the Colocation Services in respect of any or all BTS Sites as provided in Section 9.02(b), by giving Vendor written notice thereof, and thereafter BMI shall have the right to engage any Person to perform Services and Colocation Services on any or all BTS Sites or (y) terminate this Agreement in its entirety by giving Vendor written notice of termination, and this Agreement shall be terminated as to all BTS Sites at the time designated by BMI in its notice of termination to Vendor.

(c) BMI will have the right to recover from Vendor all costs and expenses incurred by BMI in enforcing its rights and remedies hereunder, including attorneys' fees and expenses paid or incurred by BMI in connection with enforcement measures, including the filing of any action at law or in equity or the filing of any appeal of any decision or judgment with respect to any such action.

(d) The termination of this Agreement by BMI by reason of default by Vendor shall not relieve Vendor of any of its duties and obligations theretofore accrued under this Agreement prior to the effective date of such termination.

14.02 Obligations upon Termination. Upon the termination of this

Agreement, Vendor shall promptly:

(a) Upon request by BMI, deliver to BMI or such other person as BMI may designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to this Agreement pertaining to this Agreement and the Project.

(b) Upon BMI's request, assign all existing contracts relating to the Project to BMI or such other person or entity as BMI shall designate.

(c) Furnish all such information, take all such other action, and cooperate with BMI as BMI shall reasonably require in order to effectuate an orderly and systematic termination of Services (including Colocation Services) and Vendor's other, duties, obligations and activities hereunder.

14.03 Termination of Agreement by Vendor in Respect of BMI's Bankruptcy.

Vendor may terminate this Agreement with respect to all BTS Sites for cause in the event of occurrence of any of the following, after which Vendor shall continue performing its duties and obligations hereunder accrued prior to the effective date of such termination, but shall cease searching for or attempting to acquire any additional cell sites:

(a) A trustee or receiver is appointed to take possession or control of all or substantially all of BMI's assets, and such receiver or trustee shall fail, within sixty (60) days of appointment, to affirm or assume this Agreement, to provide adequate assurance as to its ability

to perform all of the terms and conditions of this Agreement as a receiver or trustee of BMI, to cure all other events of default, and to pay all damages incurred by Vendor as a result of all events of default.

(b) BMI shall commence any voluntary proceeding under present or future Federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights.

(c) An "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against BMI in any involuntary proceeding against BMI under present or future Federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against BMI and shall continue for a period of forty-five (45) days after commencement without dismissal.

ARTICLE 15

FORCE MAJEURE

15.01 Force Majeure. An event of "Force Majeure" shall mean the following

events or circumstances, to the extent that they delay the Completion of any BTS Site or the performance of Vendor of its other duties and obligations under this Agreement in respect of a BTS Site.

(a) condemnation or other exercise of the power of eminent domain;

(b) changes in Governmental Requirements applicable to the construction of the Towers and Improvements and Completion of the BTS Site effective after the Effective Date, and the orders of any Governmental Authority having jurisdiction over a party;

(c) acts of God, including, without limitation, tornadoes, hurricanes, floods, sinkholes, landslides, earthquakes, epidemics, quarantine and pestilence;

(d) fire and other casualties, such as explosions and accidents;

(e) acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrections, riots, civil disturbances or national or international calamities; and

(f) strikes, walkouts, labor disputes or other third party events or conditions to the extent such events or conditions (x) affect on a national scale the industry of constructing and operating cell site towers and related improvements similar to Towers and Improvements and (y) there is no alternative available to comply with the obligations of this Agreement; provided that Vendor

is using commercially reasonable efforts to mitigate the effect of such event or condition, and, provided, further that if such event or condition causes a delay in performance for a period

greater than forty five (45) days, then BMI shall have the right to terminate this Agreement as to the affected BTS Site.

15.02 Effect of Force Majeure. Vendor shall be entitled to an adjustment

of the Site Schedule, for Force Majeure, but only for the number of days due to such causes and only to the extent that such occurrences actually delay the Completion of such BTS Site. The extent of any such adjustment is subject to the prior written approval of BMI, not to be unreasonably withheld or delayed. Under no circumstances shall a Force Majeure event effect any extension of the Project Completion Date.

ARTICLE 16

FIRE OR OTHER CASUALTY; CONDEMNATION

16.01 Obligation to Reconstruct; Use of Insurance Proceeds. In the event

of destruction or damage to any Tower or other Improvements by fire or other casualty prior to Completion, Vendor shall restore, reconstruct and repair any such destruction or damage by fire or other casualty such that the Tower and the Improvements shall be in accordance with the Specifications. Vendor shall use all available insurance proceeds for restoration, reconstruction or repair, as required by this Agreement, and BMI shall consent to such use of insurance proceeds as required. The parties agree to adjust the Site Schedule in order to extend the timetable for the Completion of Work with respect to any destroyed or damaged Towers or Improvements.

16.02 Condemnation of the Tower or Site; Application of Compensation. In

the event that a Tower or a BTS Site, or both, or any part thereof, is damaged or taken by the exercise of the power of eminent domain at any time prior to the Completion Date, BMI shall apply the compensation awarded to and received by it to restoration, reconstruction and repair of the Tower; provided, however, that

the Tower can (i) be restored, reconstructed or repaired, and (ii) be commercially feasible for its Permitted Use as contemplated by the Sublease after the Taking (as defined in the Sublease). The parties agree to adjust the Site Schedule in order to extend the timetable for the Completion of Work with respect to the taken Tower or BTS Site.

ARTICLE 17

MISCELLANEOUS

17.01 Notices. Whenever any notice, demand, request, advice or other

communication is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next Business Day delivery so long as such commercial courier requires the recipient to sign a receipt evidencing delivery, to the addresses set forth below or to such other addresses as are specified by written notice given in accordance herewith:

BMI: BellSouth Mobility Inc

1100 Peachtree Street, N.E., Real Estate, 8th Floor
Atlanta, Georgia 30309
Telephone No.: (404) 249-4047
Facsimile No.: (404) 249-3610

with a copy to:

BellSouth Mobility Inc/Legal Dept.
1100 Peachtree Street, N.E., 10th Floor
Atlanta, Georgia 30309
Telephone No.: (404) 249-0923
Facsimile No.: (404) 249-0922

CCIC: Crown Castle International Corp.

510 Bering Drive, Suite 500
Houston, Texas 77057
Telephone No.: (713) 570-3000
Facsimile No.: (713) 570-3150

with a copy to:

Cravath Swaine & Moore
825 Eighth Avenue, Worldwide Plaza
New York, New York 10019-7475
Telephone No.: (212) 474-1146
Facsimile No.: (212) 474-3700
Attention: Stephen L. Burns

Vendor: Crown Castle South Inc.

375 Southpointe Blvd.
Cannonsburg, PA 15317
Telephone No.: (724) 416-2000
Facsimile No.: (724) 416-2468
Attention: General Counsel

with a copy to:

Sittig, Cortese & Wratcher
1515 Frick Building
Pittsburgh, PA 15219
Telephone No.: (412) 402-4000
Facsimile No.: (412) 402-4011
Attention: William R. Sittig, Jr.

All notices, demands, requests, advice or communications given by mailing shall be deemed given on the date of receipt in the United States Mail; those given by commercial courier shall be deemed given on the date such notice, demand, request, advice or communication is delivered to the recipients address set forth above or to such other address as is specified by written notice given in accordance herewith. Any notice, demand, request, advice or communication not received because of changed address or facsimile number of which no notice was given or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

17.02 Assignment; Binding Effect. The rights of the parties under this

Agreement are personal to the parties and may not be assigned without the prior written consent of the other party, except that (i) Vendor may delegate any of its obligations hereunder to wholly-owned direct or indirect subsidiaries of CCIC and assign any rights relating thereto to such subsidiaries, provided that such delegation or assignment shall not relieve or release Vendor from its obligations hereunder, or (ii) Vendor may assign this Agreement without the requirement of any consent by BMI to any Person by way of merger, consolidation or other reorganization, or to any Person acquiring all or substantially all of CCIC's assets; provided, however, in each case that (i) such assignee: (x) is a

Permitted Crown Transferee; and (y) is not a BMI Competitor (as defined in the Sublease); and (ii) a majority of all the Sites subject to the Sublease have been assigned to such Permitted Crown Assignee or a wholly-owned subsidiary thereof. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns.

17.03 Authorized Representatives. Any consent, approval, authorization

or other action required or permitted to be given or taken under this Agreement by BMI or Vendor, as the case may be, shall be given or taken by one or more of the Contract Managers or other authorized representatives of each party. The written statements and representations of the Contract Managers or any other authorized representative of BMI or Vendor shall be binding upon the party for whom the applicable Contract Managers or such other person is an authorized representative, and the other party hereto shall have no obligation or duty whatsoever to inquire into the authority of any Contract Managers or such other authorized representative to take any action which he proposes to take.

17.04 Headings. The use of headings, captions and numbers in this

Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

17.05 Annexes and Exhibits. Each and every annex and exhibit referred to

or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if

each annex and exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

17.06 Publicity. Neither party will advertise or publish any information

related to this Agreement without the prior written approval of the other party, except to the extent previously disclosed by a party in accordance with the then existing agreements of the parties.

17.07 Severability. If any term, covenant, condition or provision of this

Agreement, or the application thereof to any person or circumstance, shall be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

17.08 Waiver. Failure by either party to complain of any action, non-

action or default of the other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by either party of any right arising from any default of the other party shall not constitute a waiver of any other right arising from a subsequent default of the same obligation or for any other default, past, present or future.

17.09 Rights Cumulative. All rights, remedies, powers and privileges

conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law or equity.

17.10 Time of Essence; Prompt Responses. Time is of the essence of this

Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. The parties recognize and agree that the time limits and time periods provided herein are of the essence of this Agreement. The parties mutually agree to exercise their mutual and separate good faith, reasonable efforts to consider and respond promptly and as expeditiously as is reasonably possible notwithstanding any time period provided in this Agreement.

17.11 Applicable Law. This Agreement shall be governed by, construed

under and interpreted and enforced in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

17.12 Dispute Resolution Procedures. (a) Any and all disputes arising

out of or in connection with the negotiation, execution, interpretation, performance or nonperformance of this Agreement (other than the payment of monies) shall be solely and finally settled by arbitration which shall be conducted in Washington, D.C. in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the "Rules") as promulgated from time to time by the CPR Institute for Dispute Resolution in New York, New York (the "CPR"), by a panel of three arbitrators selected by the CPR in accordance with the Rules (the "Arbitrators"). The Arbitrators shall be lawyers experienced in construction and corporate transactions in the tower

industry and shall not have been employed by or affiliated with any of the parties or their Affiliates. The parties hereby renounce all recourse to litigation and agree that the award of the Arbitrators shall be final and subject to no judicial review; provided however, that neither the provisions of

this Section 17 nor the recourse to arbitration, shall prejudice the right of any party to apply to any court of ordinary jurisdiction for the request of temporary or permanent injunctive or similar judicial relief. A written transcript shall be kept of all proceedings. The Arbitrators shall decide the issues submitted to them, in writing, stating the reasons for their decision, in accordance with: (i) the provisions and purposes of this Agreement; and (ii) the laws of the State of Georgia (without regard to its conflicts of laws rules).

(b) The parties agree to facilitate the arbitration by: (i) making available to one another and to the Arbitrators for examination, inspection and extraction all documents, books, records and personnel under their control if determined by the Arbitrators to be relevant to the dispute; (ii) conducting arbitration hearings to the greatest extent possible on successive days; and (iii) observing strictly the time periods established by the Rules or by the Arbitrators for submission of evidence or briefs.

(c) Judgment on the award of the Arbitrators may be entered in any court having jurisdiction over the party against which enforcement of the award is being sought. The Arbitrators are expressly authorized to enter orders of interim or provisional relief each of which may be enforced as a final award. The Arbitrators shall divide all costs (other than fees of counsel) incurred in conducting the arbitration in their final award in accordance with what they deem just and equitable under the circumstances.

17.13 Entire Agreement. This Agreement contains the entire agreement of

BMI and Vendor with respect to the engagement of Vendor as the Vendor for the Project, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.

17.14 Modifications. This Agreement shall not be modified or amended in

any respect except by a written agreement executed by both parties.

17.15 Counterparts. This Agreement may be executed in several

counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

17.16 No Brokers. BMI and Vendor hereby represent, agree and

acknowledge that no real estate broker or other person is entitled to claim or to be paid a commission as a result of the execution and delivery of this Agreement, including any of the Exhibits, or any proposed improvement, use, disposition or lease of any or all of the BTS Site.

17.17 Power of Attorney by BMI Affiliates; Authorization. (a) BMI

Affiliates and each of them, hereby irrevocably constitute and appoint BMI (the "Agent") as their agent to modify, amend or otherwise change this Agreement or any of its terms or provisions, to take all actions and to execute all documents necessary or desirable to effect the terms of this Agreement, and to take all actions and to execution all documents which may be necessary or desirable in

connection therewith, to give and receive consents and all notices hereunder, to negotiate and settle claims for indemnification, and to perform any other act arising under or pertaining to the Agreement. BMI Affiliates, and each of them, agree that service of process upon the Agent in any action or proceeding arising under or pertaining to the Agreement shall be deemed to be valid service of process upon BMI Affiliates.

(b) Nothing contained herein shall be deemed to make the Agent liable to BMI Affiliates because of service in its capacity as agent. In performing any of its duties hereunder, the Agent shall not incur any liability to BMI Affiliates for losses, damages, Liabilities or expenses, except for its willful default.

(c) It is expressly understood and agreed that this power of attorney and the agency created hereby is coupled with an interest of the respective parties hereto and shall be binding and enforceable on and against the respective successors and assigns of BMI Affiliates, and each of them, and this power of attorney shall not be revoked or terminated and shall continue to be binding and enforceable in the manner provided herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, BMI, CCIC and Vendor have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

BMI:

BELLSOUTH MOBILITY INC

By: /s/ Joel L.A. Peterson

Name: Joel L.A. Peterson

Title: Authorized Signature

AVP

VENDOR:

CROWN CASTLE SOUTH INC.

By: /s/ Kathy Broussard

Name: Kathy Broussard

Title: Vice President

[Signatures continued on next page]

[Signatures continued from previous page]

CCIC:

CROWN CASTLE INTERNATIONAL
CORPORATION

By: /s/ Kathy Broussard

Name: Kathy Broussard

Title: Vice President

BMI AFFILIATES

WESTEL-INDIANAPOLIS COMPANY

By: /s/ Joel L.A. Peterson

Name: Joel L.A. Peterson

Assistant Vice President

INDIANA CELLULAR CORPORATION

By: /s/ Joel L.A. Peterson

Name: Joel L.A. Peterson

Assistant Vice President

KENTUCKY CGSA, INC.

By: /s/ Joel L.A. Peterson

Name: Joel L.A. Peterson

Assistant Vice President

WESTEL-MILWAUKEE COMPANY, INC.

By: /s/ Joel L.A. Peterson

Name: Joel L.A. Peterson

Assistant Vice President

TERRE HAUTE CELLULAR
TELEPHONE COMPANY, INC.

By: /s/ Joel L.A. Peterson

Name: Joel L.A. Peterson

Assistant Vice President

MUNCIE CELLULAR TELEPHONE
COMPANY, INC.

By: /s/ Joel L.A. Peterson

Name: Joel L.A. Peterson

Assistant Vice President

EXHIBIT A

Form of Ground Lease

EXHIBIT B

Completed BTS Sites

SUBLEASE

by and among

BELLSOUTH MOBILITY INC,
for itself and as Agent for certain Affiliates,

CERTAIN BMI AFFILIATES,

CROWN CASTLE INTERNATIONAL CORP.,

and

CROWN CASTLE SOUTH INC.

Dated June 1, 1999

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SUBLEASE

THIS SUBLEASE is made and entered into this 1st day of June, 1999 (this "Sublease"), by and among BELLSOUTH MOBILITY INC, a Georgia corporation ("BMI"), the BMI AFFILIATES whose names are set forth in the signature pages hereof or which become parties to this Sublease after the date hereof, CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation ("CCIC"), and CROWN CASTLE SOUTH INC., a wholly-owned subsidiary of CCIC and a Delaware corporation ("TowerCo").

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Sublease agree as follows:

1. Definitions. For purposes of this Sublease, the following capitalized terms have the following respective meanings:

"Aggregate Rent" has the meaning given to such term in Section 11(c).

"Aggregate Site Maintenance Charge" has the meaning given to such term in Section 11(c).

"Agreement to Sublease" means the Agreement to Sublease, by and among CCIC, TowerCo and BMI.

"Alterations" means the construction or installation of new Towers and/or Improvements on any Site or any part thereof, or the alteration, replacement, modification or addition to the existing Improvements or Tower on a Site.

"Available Colocation Space" has the meaning given to such term in Section 4(b).

"Available Space" means, as to any Site, a Tower location, a portion of the Land, a portion of the Improvements or any other portion, space or area of such Site that is available for further sublease by TowerCo to any Space Subtenant (including BMI, in such capacity) and all rights appurtenant to such portion, space or area.

"Affiliate" of a Person means any Person which, whether directly or indirectly, Controls, is Controlled by, or is under common Control with the subject Party.

"Award" means any amounts paid, recovered or recoverable as damages, compensation or proceeds by reason of any taking on account of a Taking, including all amounts paid pursuant to any agreement with such entity which has been made in settlement or under threat of any such action or proceeding, less the reasonable costs and expenses incurred in collecting such amounts.

"BMI Affiliates" means, collectively, any Transferring Entity, Affiliates of BMI and any Person in which BellSouth Corporation, a Georgia corporation, owns, directly or

indirectly, more than thirty percent (30%) of the Voting Stock of such Person or which BellSouth Corporation otherwise Controls.

"BMI Competitor" means any Person whose revenues, generated directly or indirectly, from providing wireline local exchange carrier or wireless telephone provider telecommunications services, constitute at least twenty percent (20%) of the total revenues of such Person.

"BMI's Improvements" means each of the following, in each case located on the Land portion of the Reserved Space, installed by or for the benefit of BMI or its Affiliates and used by BMI or its Affiliates: (i) BMI's Communications Equipment; (ii) (v) equipment shelters, equipment buildings, and other constructions, (w) generators and associated fuel tanks, (x) grounding rings for BMI equipment shelters, (y) connections for utilities service from the meter to such Communications Equipment, and (z) one or more foundations, concrete equipment pads or raised platforms for such Communications Equipment, equipment shelters, buildings and constructions and (iii) as to any BTS Site, Constructed Improvements (as defined in the Construction Agreement) on such BTS Site.

"BMI Indemnitee" means BMI, its Affiliates, and the respective directors, officers, employees, contractors, subcontractors, advisors and consultants of BMI or its Affiliates (except TowerCo and any contractors, subcontractors, advisors and consultants of TowerCo).

"BMI's Notice" has the meaning given to such term in Section 3(h).

"BMI Work" has the meaning given to such term in Section 13(c).

"BST" means BellSouth Telecommunications, Inc.

"BST Lease" means the Lease of even date herewith, among TowerCo, BST and CCIC.

"BTS Site" has the meaning given to such term in the Construction Agreement.

"Capital Stock" means: (i) in the case of a corporation, corporate stock; (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock; (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Cash Flow" means, as to any Person, the earnings before interest expense, depreciation, amortization and taxes of such Person and its Subsidiaries on a consolidated basis, determined in accordance with GAAP.

"Claims" means any claims, actions, suits, proceedings, disbursements, judgments, demands, damages, penalties, fines, losses, liabilities, costs and expenses, including reasonable attorneys' fees and amounts paid in settlements.

"Colocation Agreements" means any existing contractual arrangements and agreements pursuant to which BMI or any of its Affiliates shares any Site with other providers of wireless telecommunications services and to which BMI or such Affiliate is a Party, as set forth in Schedule A to Exhibit A attached hereto.

"Communications Equipment" means, as to any Site, transmitting and/or receiving equipment and other equipment installed at the Reserved Space (as to BMI) or any Available Space (as to a Space Subtenant), which is or will be necessary in providing current and future wireless communication services, including without limitation, switches, antennas, microwave dishes, panels, conduits, flexible transmission lines, cables, radio, amplifiers, filters and other transmission or communications equipment (including interconnect transmission equipment, transmitter(s), receiver(s) and accessories) and such other equipment and associated software as may be necessary in order to provide such wireless communication services, including without limitation, voice or data. Communications Equipment shall include any existing, replaced and upgraded Communications Equipment.

"Communications Facility" means, as to any Site, the Reserved Space (as to BMI) or any Available Space (as to a Space Subtenant), together with BMI's or such Space Subtenant's Improvements.

"Completion" has the meaning given to such term in the Construction Agreement.

"Construction Agreement" means the Agreement to Build to Suit of even date herewith among BMI, TowerCo and CCIC.

"Control" means the ownership, directly or indirectly, of sufficient voting shares of an entity, or otherwise the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise.

"CPI" means the Consumer Price Index for all Consumers, U.S., City Average (1982 minus 84 equals to 100) All Items Index, published by the Bureau of Labor Statistics, United States Department of Labor. If the CPI shall cease to be compiled and published at any time during the term of this Sublease, but a comparable successor index is compiled and published by the Bureau of Labor Statistics, United States Department of Labor, the adjustments to the Rent provided for in Section 11, if any, shall be computed according to such successor index, with appropriate adjustments in the index to reflect any differences in the method of computation from the CPI. If, at any time during the term of this Sublease, neither the CPI nor a comparable successor index is compiled and published by the Bureau of Labor Statistics, the index for "all items" compiled and published by any other branch or department of the federal government shall be used as a basis for calculation of the adjustments to the Rent provided for in Section 11, and if no such index is compiled and published by any branch or department of the federal government, the statistics reflecting cost of living increases as compiled by any institution or organization or individual generally recognized as an authority by financial and insurance institutions shall be used.

"CPI Increase" means an increase, if any, (expressed as a percentage) in the most recently published CPI value as of January 1 of the applicable Site Term Year, from the CPI value published for January 1 of the immediately preceding Site Term Year.

"Date of Taking" means the earlier of the date upon which title to applicable Site, or any portion thereof, subject to a Taking is vested in the condemning authority, or the date upon which possession of such Site or portion thereof is taken by the condemning authority.

"Default Notice" has the meaning given to such term in Section 3(h).

"Effective Date" means the date of this Sublease, as set forth in the caption of the Sublease.

"Emergency" has the meaning given to such term in Section 30(b).

"Existing Louisiana Site" has the meaning given to such term in the Agreement to Sublease.

"Existing Sublease" means, with respect to any Site, any sublease, licenses, leases or other agreements for use of a Tower Location and other space on such Site between BMI and any other Person that is in effect as of the date of the Site Designation Supplement for such Site.

"FAA" means the United States Federal Aviation Administration.

"FCC" means the United States Federal Communications Commission.

"Ground Lease" means, as to a Leased Site, the ground lease or other agreement, pursuant to which BMI or its Affiliate holds a leasehold interest, leasehold estate or other real property interest.

"Ground Lessor" means, as to a Leased Site, the "lessor" or "landlord" under the Ground Lease thereof.

"Ground Rents" has the meaning given to such term in Section 11(c).

"Improvements" means, as to each Site, (i) one or more concrete equipment pads or raised platforms capable of accommodating exterior cabinets, electrical service and access for the placement and servicing of BMI's and, if applicable, each Space Subtenant's Improvements; (ii) shelters or exterior cabinets; (iii) generators and associated fuel tanks; (iv) grounding rings (other than those for BMI equipment shelters); (v) fencing; (vi) signage; (vii) connections for utility service up to the meter; (viii) hardware constituting a tower platform to hold BMI's and, if applicable, each Space Subtenant's Communications Equipment; (ix) access road improvements; (x) common shelters, if any; and (xi) such other customary equipment and improvements as may be installed on a Site (including the Land and the Tower) by BMI, in each case only as installed or constructed by TowerCo for shared use by BMI and Space Subtenants. Improvements do not include Communications Equipment.

"Investment Grade" means outstanding senior unsecured debt securities rated BBB or higher by Standard & Poor's or Baa or higher by Moody's.

"Land" means, as to each Site, the land constituting a portion of such Site, together with all easements and other rights appurtenant thereto.

"Laws" means all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing.

"Leased Site" means a Site as to which BMI holds a leasehold interest, leasehold estate or other possessory interest therein pursuant to a Ground Lease.

"Lessor" means, as to each Site, BMI or any of its Affiliates that either: (i) owns fee simple title thereto; or (ii) holds a leasehold interest, leasehold estate or other possessory interest therein pursuant to a Ground Lease.

"Liens" means, as to each Site, an interest or a claim by a Person other than BMI or any of its Affiliates, whether such interest or claim is based on the common law, statute or contract, including, without limitations, liens, charges, Claims, leases, licenses, Mortgages, conditional agreements, title retention agreements, preference, priority or other security agreements or preferential arrangements of any kind, reservations, exceptions, encroachments, covenants, conditions, restrictions and other title exceptions and encumbrances affecting all or any part of the Land, the Tower or Improvements thereof.

"Market Capitalization" means, as to any Person, as of any date of determination, either (i) the number of issued and outstanding shares of such Person's Capital Stock (as set forth in such Person's most recent filings with the U.S. Securities and Exchange Commission) multiplied by the closing price of the Capital Stock of such Person on any exchange on which such stock is listed or (ii) the total market value of the equity of such Person, determined by a commercially reasonable appraisal process.

"Market Transaction" has the meaning given to such term in Section 26(b).

"Mortgage" means, as to any Site, any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or encumbrance against, the Land or Improvements on such Site as security for any debt, whether now existing or hereafter arising or created.

"Mortgagee" means, as to any Site, the holder of any Mortgage, together with the heirs, legal representatives, successors, transferees and assigns of the holder.

"NDA" means a non-disturbance, subordination and attornment agreement executed between a Mortgagee and TowerCo.

"Net Worth" means, with respect to a Person, the total assets minus the total liabilities of such Person and its Subsidiaries on a consolidated basis, as shown on the then current balance sheet of such Person and determined in accordance with GAAP.

"Owned Site" means a Site in which BMI or an Affiliate of BMI owns fee simple title.

"Party" means each of BMI, TowerCo and CCIC, as appropriate.

"Parties" means BMI, TowerCo and CCIC together.

"Permitted Liens" has the meaning given to such term in Section 19(a).

"Permitted Subleasehold Mortgagee" means a Mortgagee that has assets at the time of the execution of the Permitted Subleasehold Mortgage of not less than \$2 billion, and is: (i) a national bank; (ii) a commercial, national or state savings bank or trust company; (iii) an investment or merchant bank; (iv) a foreign bank qualified to do business in the states in which the Sites are located and authorized to make loans in the United States; (v) a charitable foundation; (vi) a real estate investment fund; (vii) an insurance company; (viii) a credit company; (ix) a pension or retirement fund or a fund which, in turn, is funded substantially by a pension or retirement fund; (x) a real estate investment trust; (xi) a venture capital firm; (xii) a mortgage banking house; (xiii) an international bank or investment company; or (xiv) any other institutional lender performing lending functions similar to any of the foregoing. Notwithstanding the foregoing, in no event shall a Permitted Subleasehold Mortgagee be a BMI Competitor.

"Permitted Transferee" means: (i) a Person who has outstanding debt that is Investment Grade; (ii) with respect to a Market Transaction involving twenty percent (20%) or more of all Sites now or hereafter subject to this Sublease and less than forty percent (40%) of all Sites now or hereafter subject to this Sublease, a Person reasonably believed by BMI to have a current Net Worth or Market Capitalization of at least \$50 million or Cash Flow for the last full fiscal year of such Person of at least \$10 million; (iii) with respect to a Market Transaction involving forty percent (40%) or more of all Sites now or hereafter subject to this Sublease and less than eighty percent (80%) or more of all Sites now or hereafter subject to this Sublease, a Person reasonably believed by BMI to have a current Net Worth or Market Capitalization of at least \$250 million or Cash Flow for the last full fiscal year of such Person of at least \$50 million; or (iv) with respect to a Market Transaction or any other transaction (including without limitation a transaction contemplated by Section 26(b)(iii)(z)) involving eighty percent (80%) or more of all Sites now or hereafter subject to this Sublease, a Person reasonably believed by BMI to have a current Net Worth or Market Capitalization of at least \$500 million or Cash Flow for the last full fiscal year of such Person of at least \$100 million.

"Permitted TowerCo Transferee" means: (i) a Person who has outstanding debt that is Investment Grade; (ii) with respect to a Transfer of the Subleased Property involving more than twenty percent (20%) but less than forty percent (40%) of all Sites now or hereafter subject to this Sublease, a Person reasonably believed by TowerCo to have a current Net Worth or Market Capitalization of at least \$50 million or Cash Flow for the last full fiscal year of such Person of at least \$5 million; (iii) with respect to a Transfer of the Subleased Property involving forty percent (40%) or more of all Sites now or hereafter subject to this Sublease and less than eighty percent

(80%) or more of all Sites now or hereafter subject to this Sublease, a Person reasonably believed by TowerCo to have a current Net Worth or Market Capitalization of at least \$250 million or Cash Flow for the last full fiscal year of such Person of at least \$50 million; or (iv) with respect to a Transfer of the Subleased Property or any other transaction of the types referred to in Section 26(a), involving eighty percent (80%) or more of all Sites now or hereafter subject to this Sublease, a Person reasonably believed by TowerCo to have a current Net Worth or Market Capitalization of at least \$500 million or Cash Flow for the last full fiscal year of such Person of at least \$100 million.

"Permitted Use" means use of the Subleased Property of each Site for the purposes of: (i) constructing, installing, operating, managing, maintaining and marketing the Tower and Improvements thereof and making further Improvements to such Site, and (ii) for further use of such Subleased Property by Space Subtenants (including BMI with respect to any Available Space), and the right to use by Space Subtenants of any portions of the Land, Tower and Improvements of each Site as are reasonably necessary for operation of the Communications Facilities of such Space Subtenants.

"Person" means an individual, partnership, joint venture, limited liability company, association, corporation, trust or any other legal entity.

"Proceeds" means all insurance moneys recovered or recoverable by TowerCo or BMI as compensation for casualty damage to any Site (including the Tower and Improvements thereof).

"Put Date" means the effective date of BMI's election to vacate and terminate its interest in the Reserved Space of a Site and add such Reserved Space to the Subleased Property of such Site, pursuant to the Put Notice.

"Put Notice" means a notice given by BMI pursuant to Section 9 exercising the Put Right.

"Put Right" means the right of BMI to elect to vacate and terminate its interest in the Reserved Space with respect to a Site and add such Reserved Space to the Subleased Property of such Site as described in and limited by Section 9.

"Reimbursable Maintenance Expenses" has the meaning given to such term in Section 30(a).

"Rent" has the meaning given such term in Section 11(c).

"Reserved Space" means, as to each Site: (i) a portion of the Land and Improvements of such Site used by BMI or its Affiliate, designated and shown by the Lessor thereof as such Lessor's area on a site plan attached to the applicable Site Designation Supplement, as such site plan may be amended from time to time pursuant to this Sublease, as reserved for exclusive use and occupancy by BMI or any of its Affiliates, including without limitation, MTSO's and other switches, BMI's or its Affiliate's Improvements located on the Land, and parking spaces; (ii) the Tower location on the Tower of such Site used by BMI or its Affiliate, designated and shown by BMI as BMI's area on a Tower plan attached to the

applicable Site Designation Supplement, as such Tower plan may be amended from time to time pursuant to this Sublease, as reserved for exclusive use and occupancy of such Site by BMI or any of its Affiliates, including without limitation, any antennas (depicting any antenna arrays and, if reasonably available, setting forth their model numbers), transmission lines, amplifiers and filters located on the Tower; and (iii) any and all rights pursuant to Section 5(b) and 25 and all appurtenant rights reasonably inferable to permit BMI's full use and enjoyment of the Reserved Space, including without limitation, the appurtenances specifically described in Section 5, all in accordance with Section 5. Notwithstanding the foregoing, the exclusive portion of the Land and Improvements is limited to that portion of the Tower and the Land where BMI's Communications Equipment and BMI's Improvements are located. In addition to and not in limitation of the foregoing, the Reserved Space of any BTS Site shall also include (i) space for, and be capable of supporting: (x) up to twelve (12) panel antennas consistent with the twelve (12) panel antenna arrays and related equipment specified in Annex B to the Construction Agreement, regardless of the actual number of antennas and related equipment placed on the Reserved Space of any BTS Site at the time of the execution of the applicable Site Designation Supplement, and (y) a microwave dish placed seventeen feet (17') below (measured center-line to center-line) the location of such panels, subject to Section 5 hereof, and (ii) a sector frame for such antennas.

"Restoration" means, as to a Site that has suffered casualty damage, such restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of such Site, or any portion thereof, pending completion thereof, required to restore the applicable Site (including the Tower and Improvements thereon) to a condition which is at least as good as the condition which existed immediately prior to such damage, and such other changes or alterations as may be reasonably acceptable to BMI and TowerCo or required by Law.

"Right of First Refusal" means the right of BMI, exercisable in its sole discretion, to sublease any Available Space from TowerCo pursuant to Section 25.

"Right of Substitution" means the right of BMI, exercisable in its sole discretion, to substitute the Reserved Space of any Site for an Available Space on such Site by relocation of its Communications Facility on such Site to such Available Space, all pursuant to Section 25.

"Site" means any site now or hereafter subject to this Sublease, including without limitation: (i) any Initial Site; and (ii) any Site added to this Sublease pursuant to a Site Designation Supplement with respect thereto. Reference to a Site shall include the Land thereof, and the Tower and Improvements on the Land, but shall not include Communications Equipment thereon.

"Site Commencement Date" means the date on which the Term of this Sublease commences as to such Site, as set forth in the applicable Site Designation Supplement, except that, as to Existing Louisiana Sites, the Site Commencement Date shall be deemed to be August 1, 1999.

"Site Designation Supplement" means, as to any Site, a supplement to this Sublease, in substantially the form of Exhibit B attached hereto and otherwise in recordable form, pursuant to which such Site is made subject to this Sublease, and the subleased portions thereof added to the Subleased Property.

"Site Maintenance Charge" has the meaning given to such term in Section 11(c).

"Site Payment" has the meaning given to such term in Section 11(c).

"Site Expiration Date" means, as to any Site, the date on which the Term of this Sublease expires.

"Site Term Year" means, as to each Site: (i) if the Site Commencement Date is the first day of a calendar month, the twelve (12) calendar month period commencing on the Site Commencement Date, and ending on the day immediately preceding the first anniversary of the Site Commencement Date, and each succeeding such twelve (12) calendar month period during the term of this Sublease; or (ii) if the Site Commencement Date is not the first day of a calendar month, the twelve (12) calendar month period commencing on the first day of the first calendar month following the Site Commencement Date, and ending on day immediately preceding the first anniversary of such date, and each succeeding such twelve (12) calendar month period during the term of this Lease, provided, however, that, if the Site Commencement Date is a day other than the
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first day of a calendar month, the first Site Term Year shall include the period from the Site Commencement Date through the last day of the calendar month during which the Site Commencement Date occurs.

"Space Subtenant" means, as to any Site, any Person (including BMI in respect of any Available Space), which: (i) is a "sublessee" under an Existing Sublease affecting such Site; or (ii) subleases, licenses or otherwise acquires from TowerCo the right to use an Available Space on such Site.

"Space Subtenant's Improvements" means, as to any Space Subtenant at any Site, such Space Subtenant's Communications Equipment, together with equipment buildings, equipment shelters and other constructions located on the Land of the Available Space of such Site and used by such Space Subtenant.

"Sublease" means this Sublease, together with any and all Exhibits, Schedules and attachments hereto, as the same may hereafter be modified and amended, including, without limitation, pursuant to Site Designation Supplements. References to this Sublease in respect of a particular Site shall include the Site Designation Supplement therefor; and references to this Sublease in general and as applied to all Sites shall include all Site Designation Supplements.

"Subleased Property" means each Site that is now or hereafter subject to this Sublease, including the Land, Tower and Improvements thereof, less and

except in each instance the Reserved Space thereof, BMI's and Space Subtenants'

Improvements on such Site and improvements of Space Subtenants under the Existing Subleases.

"Sublease Year" means each succeeding twelve (12) calendar month period commencing on the date hereof.

"Subleasehold Estate" means: (i) the rights, title, interest, powers, privileges, benefits and options of TowerCo under this Sublease (whether as lessee of an Owned Site or as sublessee of a Leased Site); and (ii) all of the right, title and interest of TowerCo in and to the Sites under this Sublease (whether as lessee of an Owned Site or as sublessee of a Leased Site).

"Subsidiary" means, with respect to any Person, any corporation, partnership, joint venture or other entity in which such Person owns, either directly or indirectly, more than fifty percent (50%) of the outstanding Capital Stock or other ownership or equity interests therein, as the case may be, or has the power to direct or cause the direction of the management and policies thereof.

"Substantial Portion of Site" means, as to a Site, so much of such Site (including the Land, Tower and Improvements thereof, or any portion thereof) as, when subject to a Taking, leaves the untaken portion unsuitable for the continued feasible and economic operation of such Site for the Permitted Use.

"Substitution" means the relocation by BMI on a Site, pursuant to its Right of Substitution.

"Taking" means, as to any Site, any condemnation or exercise of the power of eminent domain by any public authority vested with such power, or any taking in any other manner for public use, including a private purchase, in lieu of condemnation, by a public authority vested with the power of eminent domain.

"Taxes and Assessments" means collectively Taxes and Assessments of BMI and Taxes and Assessments of BST.

"Taxes and Assessments of BMI" means, as to each Site, any and all of the following levied, assessed or imposed upon, against or with respect the Site (including the Reserved Space), any part of the Site (including the Reserved Space), or the use and occupancy of the Site (including the Reserved Space) at any time during the Term as to such Site: (i) real property and personal property ad valorem taxes and assessments, except as relates specifically to BMI's Communications Equipment; (ii) charges made by any public or quasi-public authority for improvements or betterments related to the Site; (iii) sanitary taxes or charges, sewer or water taxes or charges; (iv) any tax levied, assessed or imposed upon or against the Rent reserved hereunder or upon BMI's interest in the Site or this Sublease (other than income taxes or any future tax which is established in lieu of income taxes); and (v) any other governmental or quasi-governmental impositions, charges, encumbrances, levies, assessments, fees or taxes of any nature whatsoever related to the Site, whether general or special, whether ordinary or extraordinary, whether foreseen or unforeseen and whether payable in installments or not, except as it relates specifically to BMI's Communications Equipment.

"Taxes and Assessments of BST" has the meaning given to the term "Taxes and Assessments" in the BST Lease.

"Term" means: (i) as to this Sublease, the term set forth in Section 8(a); and (ii) as to each Site, the term during which this Sublease is applicable to such Site.

"Total Sites" means the aggregate number of (i) Sites now or hereafter subject to this Sublease and (ii) Sites subject to BST Lease.

"Tower" means a radio tower structure or structures on a Site.

"TowerCo Indemnitee" means TowerCo, its Affiliates, and the respective directors, officers, employees, agents, contractors, subcontractors, advisors and consultants of TowerCo or its respective Affiliates (except BMI and any contractors, subcontractors, advisors and consultants of BMI).

"TowerCo Work" has the meaning given to such term in Section 13(b).

"Transferring Entities" has the meaning given to such term in the Agreement to Sublease.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Withdrawal Date" means the effective date of BMI's election to terminate its reservation of the Reserved Space and add such Reserved Space to the Subleased Property of such Site pursuant to Withdrawal Notice.

"Withdrawal Notice" means a notice given by BMI pursuant to Section 10 exercising the Withdrawal Right.

"Withdrawal Right" means the right of BMI to elect to terminate its reservation of the Reserved Space with respect to a Site and add such Reserved Space to the Subleased Property of such Site as described in Section 10.

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

2. Sublease Documents.

(a) This Sublease shall consist of the following documents, as amended from time to time as provided herein:

- (i) this Sublease document;

(ii) the following Exhibits, which are incorporated herein by this reference:

Exhibit A	List of Sites
Exhibit B	Form of Site Designation Supplement
Exhibit C	Site Maintenance Obligations
Exhibit D	BMI Affiliates bound by the Sublease
Exhibit E	Standard Procedures

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

(iv) such additional documents as are incorporated by reference.

(b) If any of the foregoing are inconsistent, this Sublease shall prevail over the Exhibits, the Schedules and additional incorporated documents.

3. Subleased Property.

(a) Subject to the terms and conditions of this Sublease, BMI hereby lets, leases and demises unto TowerCo, and except as otherwise provided in Sections 3(h) and 23(b), TowerCo hereby leases, takes and accepts from BMI the Subleased Property of each Site, in its "AS IS" condition, without any representation, warranty or covenant of or from BMI or any Affiliate of BMI whatsoever as to the condition thereof or the suitability thereof for any particular use, except as may be expressly set forth in the Agreement to Sublease. To BMI's knowledge, the Towers are satisfactory in all material respects for BMI's continuing use consistent with its Permitted Use of such Towers. Except as set forth above, TowerCo hereby acknowledges that neither BMI nor any agent of BMI has made any representation or warranty, express or implied, with respect to any of the Subleased Property, or any portion thereof, or the suitability or fitness for the conduct of TowerCo's business or for any other purpose, including the Permitted Use; and TowerCo further acknowledges that it has had or by its execution and delivery of a Site Designation Supplement, will have had sufficient opportunity to inspect and approve the condition of the Subleased Property of each Site.

(b) Each Site shall be made subject to this Sublease, and the subleased portions thereof added to the Subleased Property, by the execution and delivery of a Site Designation Supplement with respect thereto between BMI and TowerCo. BMI and TowerCo acknowledge that a Site Designation Supplement is being executed and delivered with respect to each Initial Site contemporaneously with the execution and delivery of this Sublease. BMI and TowerCo acknowledge and agree that this Sublease is intended to constitute a single sublease covering the Subleased Property of all of the Sites and a single agreement covering all the Sites, and not a separate sublease and agreement covering the individual Sites.

(c) This Sublease is subject to all matters affecting BMI's right, title and interest in and to any Owned Site (including without limitation, Existing Subleases and the interests of third parties as to any Owned Sites that are subject to any Colocation Agreements);

and, as to Leased Sites, this Sublease is also subject to all matters affecting title to BMI's leasehold interest, leasehold estate or other possessory interest therein (including without limitation, Existing Subleases and the interest of a third party as to any Leased Sites that are subject to Colocation Agreements).

(d) TowerCo hereby acknowledges that, as to the Subleased Property of each Leased Site, this Sublease is a sublease by BMI under the provisions of, and is subject and subordinate to all of the terms and conditions of, the applicable Ground Lease of such Leased Site. As to any Leased Site, BMI shall not be deemed to have assumed any duty or obligation of the Ground Lessor under the applicable Ground Lease and shall not be liable or responsible in any manner whatsoever for any failure of such Ground Lessor to perform any such duty or obligation. Except as provided in Section 3(f) or 3(h), TowerCo shall abide by, comply in all respects with, and fully and completely perform all terms, covenants, conditions, and provisions of each Ground Lease (including, without limitation, terms, covenants, conditions, and provisions relating to maintenance, insurance and alterations) as if TowerCo were the "ground lessee" thereunder and, to the extent evidence of such performance must be provided to the Ground Lessor of the applicable Ground Lease, TowerCo shall provide such evidence to BMI. TowerCo shall not engage in or permit any conduct that would: (i) constitute a breach of or default under any Ground Lease; or (ii) result in the Ground Lessor being entitled to terminate the applicable Ground Lease or to terminate BMI's right as ground lessee under such Ground Lease, or to exercise any other rights or remedies to which the Ground Lessor may be entitled for a default or breach under the applicable Ground Lease. During the Term of this Sublease, BMI agrees to exercise prior to the expiration thereof and in accordance with the provisions of the applicable Ground Lease, any and all renewal options existing as of the date of the Site Designation Supplement, and as may be further extended or renewed by BMI pursuant to the terms of this Sublease, for any Leased Site under the Ground Leases of such Leased Sites; provided, however, that such renewals shall not extend the Expiration Date for
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the Site Designations Supplements for such Leased Sites.

(e) Except as provided in Section 3(f), TowerCo shall not be entitled to act as agent for, or otherwise on behalf of, BMI or to bind BMI in any way whatsoever.

(f) Subject to the provisions of Section 8 and after BMI has exercised all renewal options pursuant to Section 3(d), TowerCo, at TowerCo's sole cost and expense, shall be responsible for and shall negotiate and obtain any extension or renewal of the Ground Leases of the Leased Sites on behalf of and for the benefit of BMI, and BMI shall use commercially reasonable efforts to assist TowerCo in obtaining such extension or renewal, provided that such extension or renewal does not impose any liability on BMI for which TowerCo is not responsible under the terms of this Sublease. TowerCo shall commence its negotiations with the applicable Ground Lessor sufficiently in advance of any expiration of each Ground Lease and in any event, not later than two (2) years prior to such expiration. Notwithstanding anything to the contrary contained herein, if at any time during the twelve-month period immediately prior to any expiration of a Ground Lease of a Leased Site, TowerCo has not successfully effected the extension or renewal of such Ground Lease, BMI shall have the right to take responsibility for conducting and completing negotiations for such extension or renewal on its own behalf and upon BMI's exercise of such right by written notice thereof, TowerCo shall cease participating in

any negotiations with the applicable Ground Lessor as to such Site. Until such time as BMI so exercises its right to conduct and complete negotiations for such extension or renewal, TowerCo shall be exclusively responsible for conducting and completing such negotiations and BMI shall not participate, except to the extent reasonably requested by TowerCo, in any negotiations with the applicable Ground Lessor as to such Site. In the event BMI completes negotiations for such extension or renewal, TowerCo shall have the option, exercisable within thirty (30) days of receipt of notice of the terms of the extension or renewal, of (i) assuming all payments for the extension or renewal and retaining its sublease interest in such Site or (ii) assigning all of its interests in such Site to BMI as of the date the Ground Lease would have expired had BMI not extended or renewed such Ground Lease, and BMI's Site Maintenance Charge and TowerCo's obligation to pay Rent, if any, shall terminate effective that date. If neither TowerCo on behalf of and for the benefit of BMI nor BMI is able to extend or renew any Ground Lease in accordance with this Section 3(f), then the Parties shall permit such Ground Lease to expire on the applicable expiration date and this Sublease shall have no further force and effect as to the Subleased Property of the Leased Site to which such Ground Lease applies. Each of TowerCo and CCIC agrees that neither it, nor any of its Affiliates, shall seek to obtain, obtain or hold, any interest in any Ground Lease or its underlying fee interest that is superior or prior to BMI's interests in such Ground Lease. TowerCo shall have the right, up to the date on which BMI exercises its right to conduct and complete negotiations with the applicable Ground Lessor, to acquire the fee simple interest in the Site from the Ground Lessor and transfer such fee simple interest to BMI for \$1.00, in which event there shall be no Rent for that Site as of the date fee simple title vests in BMI; provided that, if there is a continuing unwaived event of default by BMI with respect to the Ground Lease of any Site, TowerCo shall have no obligation to transfer to BMI the fee simple interest in such Site. Except as provided above or as TowerCo may otherwise agree, BMI shall not take any action to amend any Ground Lease, other than to exercise renewals expressly provided therein. If any subdivision is required for the transfer of such fee simple interest, BMI shall cooperate with TowerCo to the extent reasonably requested, including without limitation by executing any applications required for such subdivision, all at TowerCo's sole cost and expense.

(g) Subject to Section 25 and Section 26, BMI's right to sell, convey, transfer, assign or otherwise dispose of BMI's interest in and to any Site (including BMI's or such Affiliates interest in and to the Subleased Property of such Site) shall be unrestricted.

(h) Notwithstanding anything to the contrary contained herein, BMI represents to TowerCo that as of the date of the applicable Site Designation Supplement, each Ground Lease for a Leased Site will be in full force and effect and BMI will not be in default under any such Ground Lease in any material respect as a result of BMI's acts or omissions. BMI further agrees that it will promptly pay or cause to be paid the Ground Rent under each of the Ground Leases of the Leased Sites during the Term of this Sublease when such payments become due and payable. BMI shall pay the Ground Rent in respect of each Site, for so long as this Sublease is in effect as to such Site, notwithstanding that TowerCo may be in default of its obligations hereunder. BMI shall otherwise perform any obligations under and comply with the terms of each of the Ground Leases, but only if such obligations are expressly reserved to BMI for its performance under the terms of this Sublease. Upon receipt by BMI of any notice of default or notice of an act or omission which could with the passing of time and/or the giving of

notice constitute an event of default under a Ground Lease or non-compliance with a term of a Ground Lease (the "Default Notice"), BMI shall, within five (5) days after receipt of the Default Notice, provide TowerCo with a copy of the Default Notice. If such default or non-compliance with a term of a Ground Lease is caused by TowerCo or any Space Subtenant, TowerCo shall, and shall cause the applicable Space Subtenant, cure or otherwise remedy such default or non-compliance. If any such default or non-compliance with a term of a Ground Lease (in respect of an obligation expressly reserved for performance by BMI) is caused by BMI, then BMI shall, within two (2) days after the expiration of the aforementioned 5-day period, provide TowerCo a letter stating that (i) the default or non-compliance, if a payment default, or if the default is in respect of an obligation expressly reserved for performance by BMI, has been cured or remedied, (ii) if the default is in respect of an obligation expressly reserved for performance by BMI, the default (other than a payment default) has not been cured but will be cured within the time period provided under the Ground Lease, together with a reasonably detailed explanation of the actions BMI intends to take to effect such cure, its basis for concluding that such actions will be accepted by the Ground Lessor as an adequate cure or (iii) the basis, if any, for BMI's good faith position that there is no default or non-compliance if the default is in respect of an obligation expressly reserved under this Sublease for performance by BMI ("BMI's Notice"). If BMI does not or cannot provide BMI's Notice or if, subsequent to delivery of BMI's Notice to TowerCo, BMI is unable to effect an appropriate cure, then TowerCo has the right, but not the obligation, to take such action as may reasonably be necessary to cure or otherwise remedy such default or non-compliance and, in such event, TowerCo will have the right to demand prompt reimbursement from BMI of any and all amounts expended by TowerCo or on TowerCo's behalf, together with interest at the rate of eighteen percent (18%) per annum from the date of TowerCo's payment until the date repaid by BMI. TowerCo's failure to take any such action shall not constitute or be deemed a waiver of any rights it may have to assert Claims against BMI for a breach of its obligations under this Sublease. Notwithstanding anything in this Sublease to the contrary, unless an obligation under a Ground Lease represents a payment default by BMI or is expressly reserved under this Sublease for performance by BMI, any default referred to in the Default Notice shall constitute a default by TowerCo under this Sublease.

(i) Notwithstanding anything to the contrary contained herein, TowerCo shall have the right, at TowerCo's cost and expense, to make Alterations to any Site and to expand a Site, including the expansion of the Land, as TowerCo deems reasonably necessary for the conduct of its business pursuant to this Sublease, including but not limited to the extension of the Tower, the re-enforcement of the Tower, and the construction of additional Towers on such Site; provided, however, that such Alterations or expansions shall be subject to

TowerCo's performance of its obligations pursuant to this Sublease, including but not limited to Sections 13 and 15 and shall not disrupt or otherwise adversely affect BMI's Permitted Use of its Reserved Space. TowerCo covenants and agrees that any such Alterations or expansions shall be made in a workmanlike manner in compliance with standard industry practices and with all applicable Laws.

4. Existing Subleases and Colocation Agreements.

(a) Without limiting the generality of Section 3, TowerCo expressly acknowledges that, as to each Site, this Sublease is subject to all Existing Subleases affecting such Site, including, without limitation, Existing Subleases executed prior to the applicable Site Commencement Date pursuant to any Colocation Agreement. In respect of each Site, BMI does hereby transfer, assign and convey over unto TowerCo, for the Term of this Sublease in respect of such Site, all of its rights, title and interest as "sublandlord" or "sublessor" in, to or under all, if any, Existing Subleases affecting such Sites and does hereby delegate all of BMI's duties, obligations and responsibilities under the Existing Subleases to TowerCo. TowerCo does hereby assume and agree to pay and perform all of the duties, obligations, liabilities and responsibilities of BMI as "sublandlord" or "sublessor" under the Existing Subleases affecting each Site arising from and after the date of the Site Designation Supplement for such Site. By virtue of the foregoing assignment, and during the Term of this Sublease, as to each Site, all Existing Subleases affecting such Site shall constitute Space Subleases for the purposes hereof, and commencing on the Site Commencement Date for such affected Site, TowerCo shall receive all rents payable thereunder. BMI shall allow each Colocation Agreement in effect on the date hereof to expire and shall not renew or amend any such Colocation Agreement, and BMI shall not enter into any new Colocation Agreement.

(b) Notwithstanding anything to the contrary contained herein, TowerCo shall sublease any Available Space of any Site to the other Party to a Colocation Agreement under and in accordance with the terms and conditions of such Colocation Agreement and not this Sublease, including without limitation, terms respecting rent under such Colocation Agreement, except that TowerCo will have the right to sublet any Available Space to such other Party to a Colocation Agreement under terms and conditions different from the terms and conditions of such Colocation Agreements, so long as such different terms do not affect any of BMI's rights under such Colocation Agreement. TowerCo shall receive all rents and other economic benefits from parties to Colocation Agreements that occupy any Available Space. BMI retains and reserves all rights under the Colocation Agreements to occupy any space on any cell site location (including towers and Improvements thereof) of any other parties to the Colocation Agreements that is available for occupancy pursuant to such Colocation Agreements (the "Available Colocation Space"). TowerCo shall have no right or obligation to amend or modify any Colocation Agreement, except as to the terms applicable to the occupancy of any Available Space by the Party to such Colocation Agreement; provided,

however, that such amendment or modification does not affect BMI's rights

thereunder. From time to time, BMI shall give TowerCo written notice of the intent of third parties to Colocation Agreements to occupy any Available Space, and promptly following receipt of such notice, TowerCo shall cooperate with BMI and the applicable third party so as to facilitate such third party's occupancy of such Available Colocation Space.

(c) TowerCo shall, and does hereby agree to, indemnify, defend and hold BMI harmless from, against and in respect of any and all Claims, paid, suffered, incurred or sustained by BMI and in any manner arising out of, by reason of, or in connection with any failure of the duties, obligations, liabilities and responsibilities of BMI as "sublandlord" or "sublessor" under any of the Existing Subleases affecting each Site and arising from and after the date of the Site

Designation Supplement for such Site, to be fully and completely performed pursuant to the Existing Subleases, except to the extent caused by BMI or BMI Affiliate or a BMI Indemnitee.

(d) The assignment by BMI to TowerCo of the Existing Subleases in respect of each Site shall automatically terminate and expire, such Existing Subleases shall automatically be assigned to BMI, and BMI shall accept such assignment, upon the expiration of the Term of, or earlier termination of, this Sublease in respect of such Site.

5. Reserved Space. (a) TowerCo expressly acknowledges that, as to

any Site, the Subleased Property of such Site does not include, and that BMI has reserved and excepted from this Sublease, the Reserved Space of such Site, regardless of whether or not such Reserved Space is now or hereafter occupied, and, TowerCo further expressly acknowledges that as between BMI and TowerCo, the Reserved Space of each Site shall, at all times during the Term of this Sublease, be and remain the property of BMI. As an appurtenance to, and a part of, the Reserved Space of each Site, BMI also reserves; (i) the right of ingress to and egress from the entire Site, and access to the entire Tower and all Improvements thereof (including any and all easements), at such times (on a 24-hour, seven (7) day per week basis unless otherwise limited by the Ground Lease or other restrictions of record that have priority over the Sublease), to such extent, and in such means and manners (on foot or by motor vehicle, including trucks and other heavy equipment), as BMI deems necessary or desirable in connection with its full use and enjoyment of the Reserved Space, including, without limitation, the construction, installation, use, operation, maintenance, repair and replacement of its Communications Facility thereon; and (ii) the right to use any portion of the Subleased Property of a Site, including the Land and Improvements thereof, for purposes of temporary location and storage of any equipment (including Communications Equipment) and any part thereof in connection with performing any repairs or replacements of BMI's Improvements; provided, however, that such storage shall not have a material adverse effect on

Space Subtenants' Permitted Use.

(b) (i) Subject to the availability of Available Space on the applicable Tower (other than Towers on BTS Sites) at the time of the proposed expansion, BMI may at any time expand the Reserved Space on Towers on up to one hundred and twenty (120) Sites by expanding the number of panels on an existing Tower (other than Towers on BTS Sites) to up to twelve (12) panels consistent with other typical twelve (12) panel arrays currently existing on other Towers on the date hereof, without any limitation on the increase in the weight or sail area resulting from such expansion or upgrade; provided, however, that the

weight and sail area of the Communications Equipment located on the Tower location of such Reserved Space shall not exceed the weight or sail area as of the applicable Site Commencement Date (subject to increase resulting from the expansion of the number of panels on such Tower) by more than ten percent (10%).

(ii) As to BTS Sites, at the time of the proposed expansion, BMI will have the right to (x) expand the number of panels on the Towers of such BTS Sites to up to twelve (12) panels consistent with the twelve (12) panel antenna arrays and related equipment specified in Annex B to the Construction Agreement, without any limitation on (A) the number of BTS Sites in respect of which this right may be exercised and (B) the increase in the weight or

sail area resulting from such expansion or upgrade and (y) add a microwave dish subject to Section 5(b)(iii).

(iii) As to any BTS Site, regardless of the actual number of panel antennas existing at the time of the applicable Site Designation Supplement, BMI shall have the right to expand the number of antennas on such BTS Site and to add additional equipment on such BTS Site, so long as no such addition or expansion results in the increase of the weight or sail area of BMI's Communications Equipment by more than one hundred ten percent (110%) of the weight and sail area associated with the twelve (12) panel antenna array and related equipment specified in Annex B (excluding the weight and sail area associated with the microwave dish on Annex B) to the Construction Agreement. If such weight and sail area are exceeded at any BTS Site and the applicable BMI Affiliate desires to add a microwave dish or any other equipment at such BTS Site, such BMI Affiliate shall pay TowerCo an increase in the Site Maintenance Charge for such BTS Site, at market rates, for such microwave dish.

(c) Subject to the availability of Available Space on the applicable Tower at the time of the proposed expansion, BMI shall have the further right to expand the number of panels on the Tower beyond the first one hundred twenty (120) Sites, provided that BMI shall pay TowerCo \$100 per month per panel, not to exceed \$1600 per Tower. Such amounts shall increase each year after the date hereof five percent (5%) per year, until the tenth anniversary of the applicable Site Designation Supplement and thereafter pursuant to Section 11(h).

(d) Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that the Reserved Space of each Site will include, without limitation, all portions of such Site utilized or occupied by BMI or BMI Affiliate as of the applicable Site Commencement Date for such Site for the use, enjoyment, operation or maintenance of BMI's Communications Facility on such Site for the Permitted Use. Subject to Section 25(a), the Parties further agree that for purposes of calculating the Aggregate Site Maintenance Charge, the amount of Site Maintenance Charge stated in Section 11(c) shall apply to the number of antennas existing on any Site as of June 1, 1999. If at any time between June 1, 1999 and the Closing Date (as defined in the Agreement to Sublease) at which a Site is made subject to this Sublease, BMI or its Affiliate elects to increase the number of panels on such Site and install any additional antennas, then BMI shall have an option, exercisable at its sole discretion upon written notice to TowerCo prior to the applicable Closing, to (i) count such Site toward one hundred and twenty (120) Sites in accordance with Section 5(b) and pay the amount of Site Maintenance Charge determined in accordance with Section 11(c) with respect to such Site, or (ii) pay TowerCo, the amount of Site Maintenance Charge determined in accordance with in Section 5(c).

(e) The parties acknowledge and agree that antenna mounting hardware constitutes a portion of the Improvements and does not constitute part of the Reserved Space, except antenna mounting hardware attached to the Tower on any BTS Site. If, as to any Sites (other than BTS Sites), the applicable BMI Affiliate desires to exercise its Right of Substitution pursuant to Section 25(b), to move any of its Communications Equipment on such Tower to any Available Space, and such exercise would require relocation of the existing antenna mounting hardware to accommodate such move, TowerCo shall move such antenna mounting hardware as requested by such BMI Affiliate, unless (i) other Space Subtenants are sharing the same antenna mounting hardware, (ii) such relocation would adversely affect the rights of other Space

Subtenants or (iii) TowerCo otherwise determines that such relocation is not feasible or beneficial. If TowerCo does relocate such BMI Affiliate's antenna mounting hardware in response to the exercise of the Right of Substitution, such BMI Affiliate shall reimburse TowerCo for the reasonable costs directly attributable to such relocation. If as contemplated by the foregoing, TowerCo does not or cannot relocate the existing antenna mounting hardware, TowerCo shall, at its sole cost and expense, install suitable mounting hardware at the location on the Tower designated by the applicable BMI Affiliate, so as to accommodate the requested relocation; provided that such BMI Affiliate shall remain responsible for the payment of all costs and expenses associated with moving its antennas to the antenna mounting hardware supplied by TowerCo. Under no circumstances will any antenna mounting hardware be taken into account in determining the amount of any increase in the weight or sail area of a BMI Affiliate's Communications Equipment on the Tower location of its Reserved Space, pursuant to Section 5(c), 25(a) or otherwise.

(f) Not later than five (5) business days before any BMI Affiliate adds or relocates any antennas to the Tower location of any Site, such BMI Affiliate shall give TowerCo notice of such addition or relocation. No approval of TowerCo shall be required for any addition or relocation. Upon the request of either Party, the Parties shall promptly execute such instruments as may be reasonably required to further evidence such addition or relocation, including without limitation an amendment to the applicable Site Designation Supplement, and shall cause such amendment to be recorded at such BMI Affiliate's cost and expense, unless the Parties otherwise agree.

(g) With respect to any space which, pursuant to clause (y) of the definition of "Reserved Space", is reserved on a BTS Site for installation of a microwave dish (the "Reserved Microwave Space"), if BMI or one of BMI's Affiliates has not installed a microwave dish in such space pursuant to Section 5(b)(iii) and TowerCo receives a bona fide written application from a Space Subtenant to install equipment in such Reserved Microwave Space (there being no other acceptable Available Space for such Space Subtenant), BMI shall have ten (10) days from receipt of written notice from TowerCo to confirm that BMI or one of its Affiliates will commence use of the Reserved Microwave Space, otherwise such Reserved Microwave Space will be released for use by such Space Subtenant. If BMI or a BMI Affiliate commences use of such Reserved Microwave Space, it shall pay TowerCo an increase in the Site Maintenance Charge for such Site, at market rates, for such microwave dish. In the event that such Reserved Microwave Space is released, BMI shall be entitled to replacement microwave space (the "Replacement Microwave Space") located seventeen (17) feet below the Reserved Microwave Space, except to the extent no suitable Replacement Microwave Space exists by virtue of the operation of this Section 5(g). The Replacement Microwave Space shall be subject to the same notice, confirmation, release and replacement process described above; provided that upon release by BMI of any such space, BMI shall be entitled to replacement space (also, "Replacement Microwave Space") located seventeen (17) feet below such released space.

6. Permitted Use.

(a) TowerCo shall use, and shall permit the use of, the Subleased Property of each Site only for the Permitted Use.

(b) TowerCo shall not use, or permit to be used, the Subleased Property of any Site, or any portion thereof, by TowerCo, any Person (other than BMI) or the public in such manner as might reasonably tend to impair BMI's title to or interest in such Site, or any portion thereof, or in such manner as might reasonably make possible a Claim or Claims of adverse usage or adverse possession by the public, as such, or any Person (other than BMI), or of implied dedication of such Subleased Property, or any portion thereof. Nothing contained in this Sublease and no action or inaction by BMI shall be deemed or construed to mean that BMI has granted to TowerCo any right, power or permission to do any act or make any agreement that may create, or give rise to or be the foundation for any such right, title, interest, lien, charge or other encumbrance upon the estate of BMI in any Site.

(c) BMI shall not use, or permit to be used, the Reserved Space of any Site, or any portion thereof, by BMI, any Person (other than TowerCo and Space Subtenants) or the public in such manner as might reasonably tend to impair TowerCo's title to or interest in such Site, or any portion thereof, or in such manner as might reasonably make possible a Claim or Claims of adverse usage or adverse possession by the public, as such, or any Person (other than TowerCo and Space Subtenants), or of implied dedication of such Reserved Space, or any portion thereof. Nothing contained in this Sublease and no action or inaction by TowerCo shall be deemed or construed to mean that TowerCo has granted to BMI any right, power or permission to do any act or make any agreement that may create, or give rise to or be the foundation for any such right, title, interest, lien, charge or other encumbrance upon the estate of TowerCo in any Site.

7. Access. The Subleased Property of a Site includes, as an

appurtenance thereto, a non-exclusive right for access to the Subleased Property of each Site on a 24-hour, seven (7) day per week basis, on foot or motor vehicle, including trucks and other heavy equipment, for the installation and maintenance of the Tower and Improvements thereof and the Communications Facilities of Space Subtenants. The Parties acknowledge and agree that the right to access the Subleased Property of each Site, or any portion thereof, granted pursuant to this Section 7 shall be granted to TowerCo and its authorized contractors, subcontractors, engineers, agents, advisors, consultants, representatives, or other persons authorized by TowerCo and under TowerCo's direct supervision, and to Space Subtenants.

8. Term.

(a) The term of this Sublease, as to each Site, shall commence on the Site Commencement Date set forth in the Site Designation Supplement with respect thereto and shall expire on the Site Expiration Date therefor, which shall be (i) in respect of an Owned Site (including any Site which becomes an Owned Site after the date hereof, if any), one hundred (100) years from the date of the Site Commencement Date, and (ii) in respect of a Site (other than an Owned Site), one day before the Ground Lease with respect to such Site expires, as the term of such Ground Lease may be renewed or extended pursuant to Section 3 (the "Term"). After BMI has exercised all rights to extend a Ground Lease as a matter of right pursuant to the

terms of the existing Ground Lease, and if BMI or TowerCo has successfully negotiated a new or extended Ground Lease pursuant to Section 3(f), then the term of BMI's Site Designation Supplement under such Ground Lease for purposes of Section 10(a) and all other purposes of this Sublease shall be deemed to recommence as of the commencement date of the new or extended Ground Lease.

(b) No surrender by TowerCo to BMI of the Subleased Property of any Site or any portion thereof, prior to the expiration of the Term as to such Site shall be valid or effective unless agreed to and accepted in writing by BMI, and no act by BMI, other than such a written acceptance, shall constitute an acceptance of any such surrender.

(c) As to any Site, upon expiration or earlier termination of this Sublease, TowerCo shall, at its cost and expense and upon instructions from BMI, (i) within a reasonable period of time, but in no event less than thirty (30) days, stop and cease, and cause the Space Subtenants on such Site to stop and cease, the operation of their respective Communications Facilities on such Site and shall remove, and cause all Space Subtenants to remove, all of TowerCo's and such Space Subtenant's Improvements from such Site, including without limitation, the Tower and the Improvements on such Site, and (ii) (A) restore each Site that is a Leased Site to the condition required by the Ground Lease, including, without limitation removal of the Tower and the Improvements thereof (if required by the applicable Ground Lease) or restore each Site that is an Owned Site to the condition it was in on the applicable Site Commencement Date, or (B) vacate such Site leaving it in "AS IS" condition at the time of such expiration or earlier termination of this Sublease as to such Site.

9. Put Right. In addition to and not in limitation of the

provisions of Section 10 or 31(d), BMI will have the Put Right, exercisable in its sole discretion, in respect of any Site, at any time during the Term of this Sublease; provided, however, that the number of Sites in respect of which BMI

may exercise its Put Right over the Term shall not exceed an aggregate of the greater of: (i) one and one half percent (1.5%) of the number of all Sites then and theretofore under this Sublease; or (ii) thirty (30) Sites. Notwithstanding the foregoing, BMI shall have no Put Right in respect of any BTS Site within ten (10) years of the Site Commencement Date for that BTS Site. To exercise any such Put Right, BMI shall give TowerCo not less than six (6) months' prior written notice of such exercise (a "Put Notice"). If BMI exercises the Put Right as to any Site, then BMI's obligation to pay any Site Maintenance Charge with respect to such Site shall terminate as of the Put Date and the Put Date as to such Site shall be the date specified in the applicable Put Notice. Not later than the Put Date of any Site, BMI shall vacate the Reserved Space of such Site if such Reserved Space is occupied whereupon BMI's right to use the Reserved Space of such Site shall be terminated. BMI shall assign to TowerCo all its interest in the Ground Lease as to such Site and any Improvements thereon (other than any BMI Improvements that BMI elects to retain and remove), subject to BMI's receipt of any consent required for such assignment, whereupon BMI shall be released from any and all further obligations under such Ground Lease and under this Sublease in respect of such Site, including, without limitation BMI's obligations to renew or extend the Ground Lease and pay the Ground Rent with respect to such Site and TowerCo hereby acknowledges and consents to such release. If BMI does not receive any such required consent, such Reserved Space shall be deemed subleased to TowerCo pursuant to the terms of this Sublease, and shall be

added to the Subleased Property of such Site effective without further act of the Parties; provided, however, that the Parties shall use reasonable efforts to

cause the Site Designation Supplement for such Site to be amended by a written instrument in recordable form to reflect such sublease.

10. Withdrawal.

(a) Notwithstanding anything to the contrary contained herein, and without limiting the provisions of Section 9, BMI will have the Withdrawal Right, exercisable in respect of any Site on the tenth anniversary of the Site Commencement Date of such Site and on each five-year anniversary of such Site Commencement Date thereafter. To exercise any such Withdrawal Right, BMI shall give TowerCo written notice of such exercise not less than ninety (90) days, in the case of the exercise of a Withdrawal Right in respect of less than twenty percent (20%) of all Sites now or hereafter under this Sublease and one hundred eighty (180) days, in the case of the exercise of a Withdrawal Right in respect of twenty percent (20%) or more of all Sites now or hereafter under this Sublease, prior to any such anniversary (the "Withdrawal Notice"). If BMI exercises the Withdrawal Right as to any Site, then BMI's obligation to pay any Site Maintenance Charge with respect to such Site shall terminate as of the Withdrawal Date and the Withdrawal Date as to such Site shall be the date specified in the applicable Withdrawal Notice. Not later than the Withdrawal Date of any Site, BMI shall vacate the Reserved Space of such Site if such Reserved Space is occupied. BMI shall assign to TowerCo all its interest in the Ground Lease and any Improvements thereon (other than any BMI Improvements that BMI elects to retain and remove), subject to BMI's receipt of any consent required for such assignment, whereupon BMI shall be released from any and all further obligations under such Ground Lease and under this Sublease in respect of such Site, including, without limitation BMI's obligations to renew or extend the Ground Lease and pay the Ground Rent with respect to such Site and TowerCo hereby acknowledges and consents to such release. If BMI does not receive any such required consent, such Reserved Space shall be deemed subleased to TowerCo pursuant to the terms of this Sublease and shall be added to the Subleased Property of such Site, effective without further act of the Parties; provided,

however, that the Parties shall use reasonable efforts to cause the Site

Designation Supplement for such Site to be amended by a written instrument in recordable form to reflect such sublease.

(b) In addition to and not in limitation of any right of BMI under Section 10(a), BMI will have the right, exercisable at any time during the Term of this Sublease, to cease occupying the Reserved Space of any Site, and retain its right to such Reserved Space and may permit a BMI Affiliate to occupy such Site, so long as BMI (i) has not exercised its Put Right with regard to that Site pursuant to Section 9 and (ii) continues to pay the Site Maintenance Charge in respect of such Site.

(c) If BMI elects to assign, sublet, transfer or dispose of any interest in any Reserved Space to or in favor of any Person (other than an Affiliate of BMI), then, prior to such assignment, subletting, transfer or disposition, BMI shall give TowerCo written notice of such election ("Disposition Notification") and any such assignment, subletting or disposal shall be subject to TowerCo's rights under Section 10(d). If TowerCo does not exercise its right to acquire any interest in such Reserved Space prior to such assignment, subletting or disposition, then BMI may, at its option, assign, sublet or dispose of such interest in such Reserved Space or

retain its interest in such Reserved Space, free of any right of TowerCo to acquire any interest in the Reserved Space.

(d) Notwithstanding anything to the contrary contained herein, TowerCo will have the right and option, exercisable by written notice given to BMI at any time (whether before or after such assignment) following BMI's giving of a Disposition Notice as to any Reserved Space (regardless of whether such Reserved Space has been assigned), to purchase from BMI such Reserved Space and all of BMI's retained rights in that Site for consideration equal to: (i) \$5,000 (such amount to increase each calendar year after 1999 by the amount of the CPI Increase), payable in immediately available funds on the effective date of such sublease, plus (ii) the grant to BMI of the right to receive thirty-five percent

(35%) of all Gross Revenues payable to TowerCo each year during the Term from any Person's use or occupancy of such Reserved Space. Upon exercise of such purchase right by TowerCo, BMI shall assign to TowerCo all its interest in the Ground Lease and any Improvements thereon (other than any BMI Improvements that BMI elects to retain and remove), subject to BMI's receipt of any consent required for such assignment, whereupon BMI shall be released from any and all further obligations under such Ground Lease and under this Sublease in respect of such Site, including, without limitation BMI's obligations to renew or extend the Ground Lease and pay the Ground Rent with respect to such Site and TowerCo hereby acknowledges and consents to such release. If BMI does not receive any such required consent, such Reserved Space shall be deemed subleased to TowerCo pursuant to the terms of this Sublease and shall be added to the Subleased Property of such Site, effective without further act of the Parties; provided,

however, that the Parties shall use reasonable efforts to cause the Site

Designation Supplement for such Site to be amended by a written instrument in recordable form to reflect such sublease. Upon any such assignment or sublease, BMI's obligations under this Sublease in respect of such Reserved Space shall cease, including without limitation, its obligation to provide any alarm monitoring data feed. Under no circumstances will BMI be required to account for or pay to TowerCo any amount received from any sublessee or other transferee of any Reserved Space subleased or transferred upon the exercise of a Withdrawal Notice, received prior to the date on which TowerCo exercised its rights under this Section 10(d) in respect of such Reserved Space. TowerCo will have no obligation to lease any such Reserved Space to any third party.

11. Rent.

(a) TowerCo shall pay BMI monthly Rent in respect of the Subleased Property of each Site, for each Site Term Year as provided in this Section 11. Each month during the Term of this Sublease, the applicable Site Payment (as defined below) shall be determined and paid pursuant to this Section 11. If, as to any month, the Aggregate Rent exceeds the Aggregate Site Maintenance Charge (each as defined in Section 11(c)), TowerCo shall pay the amount of such excess to BMI, at the address specified in this Sublease or at such other place as BMI may specify in writing. If, as to any month, the Aggregate Site Maintenance Charge exceeds the Aggregate Rent, BMI shall pay the amount of such excess to TowerCo, at the address specified in this Sublease or at such other place as TowerCo may specify in writing.

(b) Any amount payable by TowerCo or BMI, as the case may be, pursuant to Section 11(a) is referred to herein as a "Site Payment." Each Site Payment shall be due and

payable, in advance, beginning on the date hereof and continuing on the first day of each succeeding month thereafter throughout the Term.

(c) For purposes of calculating the Site Payment, the following terms shall have the following definitions:

"Aggregate Rent" means the aggregate amount of all Rents for the Sites then subject to this Sublease, which shall be payable by TowerCo to BMI pursuant to this Sublease;

"Aggregate Site Maintenance Charge" means, as to any month in any Sublease Year, (i) the number of Sites subject to this Sublease multiplied by the applicable Site Maintenance Charge, minus (ii) the aggregate amount of the -----
Reimbursable Maintenance Expenses (as defined in Section 30(a)), if any, minus -----
(iii) the aggregate amount of unreimbursed (A) Taxes and Assessments of BMI or (B) Taxes and Assessments, as applicable, pursuant to Section 16;

"Ground Rents" means, as to any Site (other than an Owned Site), all rents, fees and other charges payable by BMI to the Ground Lessor under the Ground Lease for such Site calculated in accordance with Section 11(d);

"Rent" means, (i) as to any Site other than Owned Sites, the amount of all Ground Rents, and (ii) as to any Owned Site, \$1.00;

"Site Maintenance Charge" means, subject to Section 5(d), (i) as to any Site (other than an Existing Louisiana Site), in any Sublease Year, an amount equal to \$1,200 per month subject to an increase of the lesser of (x) the applicable CPI Increase plus four percent (4%) or (y) five percent (5%) per year (but never less than zero percent (0%)) on each anniversary of the applicable Site Commencement Date, and (ii) as to any Existing Louisiana Site, in any Sublease Year, an amount equal to \$1,300 per month subject to an increase of four percent (4%), on each anniversary of August 1, 1999; in each case, for each month in such Sublease Year, representing a payment by BMI for services performed by TowerCo for the benefit of BMI pursuant to this Sublease.

(d) If the Site Commencement Date for any Site is a day other than the first day of a calendar month, the applicable Ground Rent and Site Maintenance Charge for the period from such Site Commencement Date through the end of the calendar month during which such Site Commencement Date occurs shall be prorated on a daily basis, and shall be included in the calculation of the Ground Rent or Site Maintenance Charge, as the case may be, for the first full calendar month of the Term, on the first day of the first calendar month following such Site Commencement Date.

(e) On each anniversary of the date hereof, and from time to time upon BMI's request, within ten (10) days after BMI's giving of such request, TowerCo shall deliver a certificate duly executed by an officer of TowerCo certifying, as of the date of such certificate, the calculation of the aggregate amount of the Site Payment for such Sublease Year. BMI shall have the right (i) to request any substantiation of any such certification and TowerCo shall

provide BMI with such substantiation within ten (10) days after such request, and (ii) to audit the books and records of TowerCo relating to each Site from time to time during normal business hours to determine the accuracy of any such certificate and calculation of the Site Payment. BMI shall notify TowerCo in writing of any dispute it may have with TowerCo relating to any such calculation, not later than thirty (30) days after its receipt of such certificate and the Parties shall resolve such dispute within ten (10) days thereafter. Notwithstanding anything to the contrary contained herein, at any time and from time to time at BMI's request, but not less than each calendar month, TowerCo shall provide BMI sufficient back up information necessary to determine whether the calculation of the Site Payment as to each Site is accurate. If TowerCo fails to supply BMI with such information as to any Site, the Site Maintenance Charge for such Site shall be deemed not to exceed the amount of the Ground Rent for such Site; provided, however, that upon submission

of such information by TowerCo, BMI shall be liable to TowerCo for the outstanding amount of the Site Maintenance Charge applicable to such Site and BMI shall reimburse TowerCo for any amount BMI may owe to TowerCo.

(f) TowerCo's covenant to pay Rent in respect of the Subleased Property of each Site hereunder is independent of any other covenant, condition, provision or agreement of this Sublease and all payments of Rent shall be payable without previous demand therefor and without any right of abatement, setoff or deduction, counterclaim, or suspension, and in case of nonpayment of any Rent with respect to the Subleased Property of any Site by TowerCo when the same is due, BMI shall have, in addition to all its other rights and remedies, all of the rights and remedies available to BMI under the provisions of this Sublease or at law or in equity in the case of nonpayment of Rent. The performance and observance by TowerCo of all the terms, covenants, conditions and agreements to be performed or observed by TowerCo hereunder shall be performed and observed by TowerCo at TowerCo's sole cost and expense. TowerCo shall pay a late charge of five percent (5%) of any monthly Rent payable by TowerCo under the provisions of this Sublease, which shall be paid within ten (10) days after the date the same is due; provided, however, that the late

charge shall not be assessed in respect of the first late payment occurring in any twelve (12) month period. In addition to and not in limitation of the foregoing, Rent not paid on or before the due date in respect of the Subleased Property of any Site shall be subject to a late charge equal to the amount of any interest or fees that would be payable by BMI if BMI were to make a late payment under the applicable Ground Lease.

(g) BMI shall pay a late charge of five percent (5%) of any Site Payment payable by BMI under the provisions of this Sublease, which shall be paid within ten (10) days after the date the same is due; provided, however,

that the late charge shall not be assessed in respect of the first late payment occurring in any twelve (12) month period. Notwithstanding the foregoing, if BMI fails to pay any portion of a Site Payment because BMI, acting in good faith, reduced the amount of Site Maintenance Charges payable to TowerCo due to a mistaken belief that it was entitled to Reimbursable Maintenance Expenses under Section 30(a), no late charge shall be payable in respect thereof.

(h) Notwithstanding anything to the contrary contained herein, if after the tenth (10th) anniversary of each Site Designation Supplement, the then current Site Maintenance Charge payable by BMI to Tower with respect to any Site is below the market rate agreed upon by the Party at the time of determination, then such Site Maintenance Charge shall automatically be

increased on such anniversary and on each anniversary thereafter, based on the CPI Increase effective as of date of such anniversary. If, however, the then Site Maintenance Payment with respect to such Site is above the market rate, then such Site Maintenance Charge shall be automatically reset at ninety percent (90%) of such agreed upon market rate effective as of date of such tenth (10th) anniversary of the Site Designation Supplement and shall increase on each following anniversary at the then current annual market rate of increase for comparable properties. Notwithstanding anything to the contrary contained herein, the parties shall agree as to the market rate not later than sixty (60) days prior to such tenth anniversary of the applicable Site Designation Supplement. If the parties are unable to agree upon the market rate, then BMI shall have an option, exercisable by written notice to TowerCo, to: (i) refer such dispute to arbitration pursuant to Section 38(e) hereof, or (ii) exercise its Withdrawal Right in accordance with Section 10(a). Notwithstanding anything to the contrary contained herein, the provisions of this Section 11(h) with respect to all BTS Sites, shall apply after June 1, 2001.

(i) (i) Subject to Section 11(i)(ii) below, if the Annual Gross Revenues for a Sublease Year in respect of any individual Site exceeds \$60,000, then the Site Maintenance Charge in respect of such Site shall be reduced by an amount (the "Site Reduction Amount") equal to twenty percent (20%) of the amount by which the Annual Gross Revenues exceed \$60,000, such \$60,000 amount being increased from and after the fifth Sublease Year at a rate of 3% per annum. The Site Maintenance Charge shall be reduced each month pursuant to this Section 11(i)(i) in the next subsequent Sublease Year by an amount equal to one-twelfth of the Site Reduction Amount for the immediately preceding Sublease Year; provided, however, that under no circumstances will the Site Maintenance Charge -----
for any Site be reduced to an amount below zero.

(ii) If the Annual Gross Revenues averaged over the average of the number of Sites for any Sublease Year exceeds \$56,000, then the Aggregate Site Maintenance Charge shall be reduced by an amount (the "Overall Reduction Amount") equal to (x) the average of the number of Sites during such Sublease Year, multiplied by (y) twenty-five percent (25%) of the amount by which the -----
average Annual Gross Revenues exceed \$56,000, such \$56,000 amount being increased from and after the fifth Sublease Year at a rate of 3% per annum; provided, however, that (A) if during any Sublease Year, the aggregate Site -----
Reduction Amount exceeds the Overall Reduction Amount, the provisions of Section 11(i)(i) shall apply or (B) if during any Sublease Year, the Overall Reduction Amount exceeds the aggregate Site Reduction Amount, as to any individual Site where the Site Reduction Amount exceeds the average Overall Reduction Amount, the provisions of Section 11(i)(i) shall apply to such Site, the applicable BMI Affiliate shall receive the benefit of such Site Reduction Amount, the amount of any such benefit shall be subtracted from the Overall Reduction Amount and the balance, if any, remaining, shall be applied pursuant to this Section 11(i)(ii) to the other Sites by dividing the balance by the number of such other Sites. Any average number of Sites determined under this Section 11(i)(ii) shall be calculated by adding the number of Sites as of the last day of each calendar month in such Sublease Year and dividing such sum by twelve (12). The Aggregate Site Maintenance Charge shall be reduced each month pursuant to this Section 11(i)(ii) in the next subsequent Sublease Year by an amount equal to one-twelfth of the Overall Reduction Amount for the immediately preceding Sublease Year; provided, however, that under no -----

circumstances will the Site Maintenance Charge for any Site be reduced to an amount below zero.

For purposes of this Section 11, the following terms shall have the following definitions:

"Annual Gross Revenues" means, as to any Site, the Gross Revenues in respect of such Site in a Sublease Year.

"Gross Revenues," as to each Site in any Sublease Year, shall be equal to the sum of: (i) an aggregate amount of Space Subtenant Rents payable by all Space Subtenants on such Site in respect of such Sublease Year; plus (ii) the

Site Maintenance Charge payable by BMI with respect to the Reserved Space of such Site in respect of any Sublease Year.

"Space Subtenant Rent," as to each Site, shall be the amount of the rent and other amounts payable each month for the use or occupancy by a Space Subtenant of any Available Space on any Site pursuant to a lease, sublease, license or other possessory interest or right obtained from TowerCo, including without limitation any ongoing monthly payments for the use or occupancy of such Available Space, however characterized. For the purpose of calculating Gross Revenues, any "bolt-on fees" and other up-front payments by such third party ("Up-front Payments") shall be deemed to have occurred on a straight-line basis over 120 months, commencing on the first day of the next month following the month in which the Up-front Payment was made. Separately charged and stated payments for installation or construction services rendered by TowerCo to such Space Subtenant for such Site, valued on the basis of the fair market value of such services, shall be excluded from the calculation of Gross Revenues.

12. Condition of the Sites and Obligations of TowerCo.

(a) TowerCo acknowledges that, as between TowerCo and BMI, in respect of each Site, TowerCo has the obligation, right and responsibility to repair and maintain such Site, including without limitation, an obligation to monitor each Tower to maintain the structural integrity of the Tower and the ability of the Tower to hold and support all Communications Equipment then mounted on the Tower, in accordance with standard industry practices. Subject to the other provisions contained in this Sublease, TowerCo, at its sole cost and expense, except if such cost or expense arises out of a negligent or wrongful act or omission of BMI, shall monitor, maintain and repair each Site such that BMI and Space Subtenants may utilize such Site to the extent permitted herein, including, without limitation, each Tower lighting system (to the extent required by applicable Law) and markings and the structural integrity of each Tower. Installation, maintenance and repair of each Site must comply with all Laws applied in a manner consistent with standard industry practices. TowerCo's duties include, without limitation, subject to the other provisions contained in this Sublease, maintenance of appropriate records and notification to the FAA of any failure on TowerCo's part and repairs and correction of same. TowerCo assumes all responsibilities, as to each Site, for any fines, levies, and/or other penalties imposed as a result of non-compliance with said requirements of said authorities. TowerCo shall maintain and repair each Site, and cause Space Subtenants to maintain and repair all

Communications Equipment on each Site, in accordance with the requirements of this Sublease including without limitation as set forth in Exhibit C; provided,

however, that nothing in this Sublease shall require TowerCo to maintain BMI's
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Communications Equipment.

(b) For each Site, TowerCo, at its sole cost and expense, shall obtain all of the certificates, permits, and other approvals which may be required from any federal, state, or local authority and/or any easements or consents which are required from any third parties with respect to its operation of such Site, including the lighting system serving such Site. BMI shall cooperate with TowerCo in connection therewith, as contemplated by Section 18. Nothing in this Sublease shall require TowerCo to obtain any certificate, permit or other approval relating specifically and only to BMI's Communications Equipment. If, as to any Site, or any portion thereof, any certificate, permit, license, easement, or approval relating to the operation of such Site is canceled, expires, lapses, or is otherwise withdrawn or terminated or, if due to technological changes or if TowerCo has breached its obligation under this Section 12(b), then BMI shall have the right, in addition to its other remedies pursuant to this Sublease, at law, or in equity, to take appropriate action to remedy any such noncompliance and invoice TowerCo, and/or to terminate such this Sublease as to such Site subject to Sections 30 and 31.

(c) For each Site, TowerCo agrees to monitor the lighting system serving such Site and will notify the appropriate FAA service office of any lighting failure within thirty (30) minutes of discovering such failure. In addition, TowerCo agrees, as soon as practicable, to begin a diligent effort to repair the failed lighting on an Emergency basis, and to notify BMI upon successful completion of the repair. Notwithstanding anything to the contrary contained in Section 31, TowerCo's failure to (i) successfully schedule such repair and notify BMI, in each case as soon as practicable but in any event no later than within twenty-four (24) hours of receiving such notice and (ii) repair the failed lighting within five (5) days, constitutes default by TowerCo under this Sublease. Notwithstanding anything to the contrary contained herein, if TowerCo fails to repair any failed lighting pursuant to this Section 12(c), then TowerCo agrees to indemnify, defend and hold each BMI Indemnitee harmless from and against any Claims arising out of or by reason of TowerCo's failure to comply with the provisions of this Section 12(c). In addition to and not in limitation of Sections 31(d) and (e), if TowerCo defaults under this Section 12(c), BMI, in addition to its other remedies pursuant to this Sublease, at law, or in equity, may either elect to take appropriate action to repair or replace lights and invoice TowerCo, or terminate this Sublease as to such Site within fifteen (15) days of the occurrence of such default; provided, that such default

is not cured within the aforementioned fifteen (15) days period. Without in any way affecting TowerCo's obligations relating to lighting: (i) in order to accommodate TowerCo's needs during the transition period, BMI agrees to monitor the lighting system serving the Towers or the Improvements of the Sites from the respective dates of the Site Designation Supplements until the expiration of two calendar months after the Final Closing Date (as defined in the Agreement to Sublease); (ii) BMI shall have the right, at its expense, to install and maintain equipment for the purpose of monitoring (x) the lighting system serving the Tower or the Improvements of each Site, and/or (y) any device of TowerCo's used to monitor the lighting system serving each Tower; and (iii) TowerCo shall have the right, at its expense, to install and maintain equipment for the purpose of monitoring any device of BMI's used to monitor the lighting system servicing any Tower. At TowerCo's election, BMI shall (i) provide TowerCo a data feed for a fee and on terms to be agreed (x) from all appropriate security

monitoring devices now at the Tower (it being understood that these devices will be leased or subleased to TowerCo with each Tower, and that TowerCo will be responsible for the repair and maintenance of the devices and their wiring up to the point of hand-off to BMI's T1 at the Site) and (y) from any additional devices which TowerCo wishes to install, at TowerCo's sole cost and expense; (ii) permit TowerCo access to the contact point box at each Tower where TowerCo may install, at TowerCo's sole cost and expense, its own direct links to such devices; or (iii) permit TowerCo, where available, access to the contact point for each Tower through BMI's regional switching (it being understood that TowerCo shall be responsible for providing its own dedicated telephone lines to the Site, that these monitoring devices will generally be subleased to TowerCo with each Tower, and that TowerCo will be responsible for the repair and maintenance of the devices and their wiring up to the point of hand-off to TowerCo's dedicated lines).

13. Work on the Site. (a) Title to all Alterations shall vest in -----

BMI immediately upon construction or installation on, or affixation or annexation to, the Site.

(b) Whenever TowerCo is permitted or required to make Alterations to any Site; construct, replace, maintain or repair the Tower and Improvements of any Site; install, maintain or repair, or cause Space Subtenants to install, maintain or repair, any Communications Equipment; or reconstruct or restore, Subleased Property (hereinafter called the "TowerCo Work"), the following provisions shall apply:

(i) No TowerCo Work shall be commenced until TowerCo has obtained all certificates, licenses, permits, authorizations, consents and approvals necessary for the TowerCo Work, from all governmental authorities having jurisdiction with respect to any Site or the TowerCo Work, and BMI, at TowerCo's sole cost and expense, shall reasonably cooperate with TowerCo in obtaining any such certificate, license, permit, authorization, consent or approval.

(ii) TowerCo shall commence and perform the TowerCo Work in accordance with standard operating procedures agreed upon by the parties substantially in the form of Exhibit E attached hereto ("Standard Procedures").

(iii) TowerCo shall cause the TowerCo Work to be done and completed with industry standard materials and in a good, substantial and workmanlike manner, free from faults and defects, and in compliance with all Laws, and shall utilize only industry standard materials and supplies. TowerCo shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to the TowerCo Work, and BMI shall have no duty or obligation to inspect the TowerCo Work, but shall have the right to do so, at reasonable times, upon reasonable prior notice and in a reasonable manner.

(iv) TowerCo shall promptly commence the TowerCo Work and, once commenced, diligently and continually pursue the TowerCo Work and complete the TowerCo Work within a reasonable time. TowerCo shall supervise and direct the TowerCo Work utilizing commercially reasonable efforts and reasonable care, and shall assign such qualified personnel to the TowerCo Work

as may be necessary to cause the TowerCo Work to be completed in an expeditious fashion.

(v) All TowerCo Work shall be performed at TowerCo's sole cost and expense. TowerCo shall provide and pay for all labor, materials, goods, supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the TowerCo Work. TowerCo shall promptly pay when due all costs and expenses incurred in connection with the TowerCo Work. TowerCo shall pay, or cause to be paid, all fees and taxes required by law in connection with the TowerCo Work.

(vi) TowerCo shall be responsible for the acts and omissions of all of its employees, contractors, subcontractors, engineers, agents, representatives, advisors and all other persons performing any of the TowerCo Work. TowerCo shall be responsible for initiating, maintaining and supervising all necessary safety precautions and programs in connection with the TowerCo Work, and shall take all reasonable protection to prevent damage, injury or loss to, the TowerCo Work, all persons performing TowerCo Work on the Site, all other persons who may be involved in or affected by the TowerCo Work, all materials and equipment to be incorporated in the TowerCo Work, Tower and Improvements of such Site.

(vii) TowerCo shall procure and maintain in full force and effect, and shall cause its contractors and subcontractors to procure and maintain in full force and effect, with respect to the TowerCo Work: (x) full replacement cost "all-risk", "builder's risk" insurance, insuring the TowerCo Work; and (y) the other types of insurance required to be maintained pursuant to Section 24 of this Sublease. Such additional insurance policies shall meet the requirements set forth elsewhere in this Sublease with respect to the insurance policies otherwise required to be obtained and maintained by TowerCo under this Sublease.

(c) Whenever BMI is permitted or required to construct, maintain and repair the Reserved Space of any Site or reconstruct or restore, its Communications Equipment (hereinafter called the "BMI Work"), the following provisions shall apply:

(i) No BMI Work shall be commenced until BMI has obtained all certificates, licenses, permits, authorizations, consents and approvals necessary for the BMI Work, from all governmental authorities having jurisdiction with respect to any Site or the BMI Work, and TowerCo, at BMI's sole cost and expense, shall reasonably cooperate with BMI in obtaining any such certificate, license, permit, authorization, consent or approval.

(ii) BMI shall commence and perform the BMI Work in accordance with the Standard Procedures.

(iii) BMI shall cause the BMI Work to be done and completed with industry standard materials and in a good, substantial and workmanlike manner, free from faults and defects, and in compliance with all Laws, and shall utilize only industry standard materials and supplies. BMI shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to the BMI Work, and TowerCo shall have no duty or obligation to inspect the BMI Work, but shall have the right to do so, at reasonable times, upon reasonable prior notice and in a reasonable manner.

(iv) BMI shall promptly commence the BMI Work and, once commenced, diligently and continually pursue the BMI Work and complete the BMI Work within a reasonable time. BMI shall supervise and direct the BMI Work utilizing commercially reasonable efforts and reasonable care, and shall assign such qualified personnel to the BMI Work as may be necessary to cause the BMI Work to be completed in an expeditious fashion.

(v) All BMI Work shall be performed at BMI's sole cost and expense. BMI shall provide and pay for all labor, materials, goods, supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the BMI Work. BMI shall promptly pay when due all costs and expenses incurred in connection with the BMI Work. BMI shall pay, or cause to be paid, all fees and taxes required by law in connection with the BMI Work.

(vi) BMI shall be responsible for the acts and omissions of all of its employees, contractors, subcontractors, engineers, agents, representatives, advisors and all other persons performing any of the BMI Work. BMI shall be responsible for initiating, maintaining and supervising all necessary safety precautions and programs in connection with the BMI Work, and shall take all reasonable protection to prevent damage, injury or loss to, the BMI Work, all persons performing BMI Work on the Site, all other persons who may be involved in or affected by the BMI Work, all materials and equipment to be incorporated in the BMI Work, Tower and Improvements of such Site.

(vii) BMI shall procure and maintain in full force and effect, and shall cause its contractors and subcontractors to procure and maintain in full force and effect, with respect to the BMI Work: (x) full replacement cost "all-risk", "builder's risk" insurance, insuring the BMI Work; and (y) the other types of insurance required to be maintained pursuant to Section 24 of this Sublease. Such additional insurance policies shall meet the requirements set forth elsewhere in this Sublease with respect to the insurance policies otherwise required to be obtained and maintained by BMI under this Sublease.

14. Damage to the Site, Tower or the Improvements.

(a) As to each Site, if such Site (including the Tower and Improvements thereon) are damaged for any reason so as to render such Subleased Property substantially unusable for the Permitted Use, TowerCo, at its sole cost and expense, shall promptly and diligently proceed with the adjustment of TowerCo's insurance Claims in respect thereof within a period of six (6) months after the date of the damage and, thereafter, if and to the extent required by this Section 14, promptly commence, and diligently prosecute to completion, the Restoration, repair, replacement and rebuilding of the same. The Restoration shall be carried on and completed in accordance with the provisions and conditions of this Section 14.

(b) All Proceeds shall be held by TowerCo for the mutual benefit of TowerCo and BMI on account of such damage, shall be applied to the payment of the costs of the Restoration and shall be paid out from time to time as the Restoration progresses. Any portion of the Proceeds applicable to a particular Site remaining after final payment has been made for work performed on such Site shall be retained by and be the property of TowerCo. If the cost of Restoration exceeds the Proceeds, TowerCo shall pay the excess cost.

(c) No damage to any Site (including the Tower and Improvements thereon), or any portion thereof, by fire, casualty or otherwise shall permit TowerCo to terminate this Sublease as to the affected Site or shall relieve TowerCo from its liability to pay to BMI the Rent payable under this Sublease with respect to the Subleased Property of such Site or from any of its other obligations under this Sublease, and TowerCo waives any rights now or hereafter conferred upon TowerCo by present or future law or otherwise to quit or surrender this Sublease, the applicable Site Designation Supplement or the Subleased Property, or any portion thereof, to BMI or to any suspension, diminution, abatement or reduction of the applicable Rent on account of any such damage. Without limiting TowerCo's obligations hereunder in respect of a Site subject to a casualty, TowerCo shall make available to BMI a portion of the Subleased Property of such Site for the purpose of BMI's locating a temporary communications facility, such as a "cell on wheels", and shall give BMI priority over Space Subtenants at such Site as to the use of such portion; provided,

however, that: (i) the placement of such temporary communications facility does

not interfere in any material respect with TowerCo's Restoration and repair of such Improvements; (ii) BMI obtains any permits and approvals, at BMI's cost, required for the location of such temporary communications facility on such Site; and (iii) there is available space on the Site for placing such temporary communications facility.

(d) The foregoing provisions of this Section 14 apply only to damage of each Site by fire, casualty or other cause occurring after the applicable Site Commencement Date.

(e) If BMI damages any Site as a result of BMI's negligent or wrongful act or omission, or failure to perform its obligations under this Sublease, BMI will, at its sole expense, promptly repair and restore the Subleased Property of such Site to its respective conditions prior to such damage. If BMI fails to perform any such obligation under this Section 14(e), TowerCo shall have the right to perform such obligation on behalf of BMI, pursuant to and in accordance with Section 30(b).

(f) If TowerCo fails to complete the Restoration of the Subleased Property of any Site required under this Sublease within two (2) months after the date of the damage, BMI may terminate this Sublease as to the applicable Site upon giving TowerCo written notice of its election to terminate within fifteen (15) days following the expiration of such time period; provided, however, that if TowerCo's failure to complete such Restoration within such two (2)-month period is caused by: (i) failure to obtain a new permit; or (ii) TowerCo's inability to have access to the affected Site, such 2-month period shall be extended accordingly in order to allow TowerCo to complete the Restoration.

15. Space Subtenants; Interference.

(a) TowerCo acknowledges and agrees that TowerCo will not permit the addition of any Space Subtenants (other than BMI in respect of any Available Space) at the Subleased Property of any Site to adversely affect BMI's Reserved Space and its operation, use or enjoyment of any Reserved Space on such Site, taking into account customary and commercially reasonable practices for multi-tenant wireless communication sites and towers thereon.

(b) TowerCo shall not and shall not permit any Space Subtenants (other than BMI in respect of any Available Space) on the Subleased Property of any Site to (i) install or change, alter or improve the frequency, power, or type of the Communications Equipment that interferes with the operation of the Reserved Space of such Site or is not authorized by Laws or is not made or installed in accordance with good engineering practices; or (ii) implement a configuration which interferes with the operation of BMI's Communications Equipment on such Site or the Reserved Space thereof.

(c) In the event of any interference occurring as a result of actions of TowerCo or Space Subtenants described in Sections 15(b) above as to the Subleased Property of any Site, TowerCo shall be responsible for coordinating and resolving any such interference problems caused by TowerCo or Space Subtenants (other than BMI in respect of any Available Space), including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from BMI and perform interference study in accordance with the procedures set forth in Schedule 15. If the interference cannot be corrected or eliminated within such 48-hour period, TowerCo shall cause, at TowerCo's option, any of TowerCo's or Space Subtenants' (other than BMI in respect of any Available Space) Communications Equipment or Communications Facility that interferes with the operation of BMI's Communications Facility or the Reserved Space, authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment or facility back up or on only during off-peak hours specified by BMI in order to determine whether such interference continues or has been eliminated; provided, however, that if any

interference continues at the time the interfering equipment is powered down, the Communications Equipment that interferes with the operation of BMI's Communication Facility or Reserved Space shall be turned off. If TowerCo or any Space Subtenant (other than BMI in respect of any Available Space) cannot correct or eliminate, to the satisfaction of BMI, such interference within twenty (20) days of receipt of written notice from BMI, TowerCo shall or shall cause such Space Subtenant (other than BMI in respect of the Available Space) to cease the operations of the objectionable Communications Equipment and to

stop providing services from the applicable Communication Facility or the Subleased Property of the applicable Site in its entirety until the interference problems are resolved.

(d) BMI shall not: (i) install or change, alter or improve the frequency, power, or type of the Communications Equipment in a manner that interferes with the operation of TowerCo's or any Space Subtenant's Communications Equipment on a Site or is not authorized by Law or is not made or installed in accordance with good engineering practices; or (ii) implement a configuration which interferes with the operation of TowerCo's or any Space Subtenant's Communications Equipment on such Site.

(e) In the event of any interference occurring as a result of actions of BMI described in Section 15(d) above as to any Site, BMI shall be responsible for coordinating and resolving any such interference problems caused by BMI, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from TowerCo. If the interference cannot be corrected or eliminated within such 48-hour period, BMI shall cause, at BMI's option, any of BMI's Communications Equipment or Communications Facility that interferes with the operation of TowerCo's or any Space Subtenant's Communications Facility's authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment or facility back up or on only during off-peak hours specified by TowerCo or the affected Space Subtenant in order to determine whether such interference continues or has been eliminated; provided, that if any interference continues at the time the

interfering equipment is powered down, the Communications Equipment that interferes with the operation of TowerCo or any Space Subtenant Communication Facility shall be turned off. If BMI cannot correct or eliminate, to the satisfaction of TowerCo or the affected Space Subtenant, such interference within twenty (20) days of receipt of written notice from TowerCo, BMI shall cease the operations of the objectionable Communications Equipment and stop providing services from the applicable Communications Facility or the Subleased Property of the applicable Site in its entirety (including the Tower and Improvements) until the interference problems are resolved.

(f) Notwithstanding anything in this Section 15 to the contrary, in the event any interference occurs in respect of a Site and the source of such interference is not readily determinable, it shall be assumed that TowerCo or a Space Subtenant and not BMI is the cause of such interference, TowerCo shall be responsible for the performance of its obligations under Section 15(c) in respect of such interference, and BMI shall be relieved of any obligations under Section 15(e) in respect of such interference, unless and until it is determined that BMI is the cause of such interference.

16. Taxes and Assessments. (a) TowerCo is responsible for the

payment of, as and when they shall become due and payable, all Taxes and Assessments as to each Site, for each Site Term Year during the term of this Sublease as to such Site.

(b) BMI shall pay all Taxes and Assessments of BMI with respect to the Sites, and TowerCo shall reimburse BMI not later than thirty (30) days after BMI delivers a copy of a notice setting forth the allocation with respect to Taxes and Assessments of BMI to TowerCo, unless otherwise elected by BMI pursuant to Section 16(b). Notwithstanding anything to the contrary contained herein, the Parties agree that all Taxes and Assessments due and payable by

TowerCo hereunder and under the BST Lease may be included, at BMI's sole option and discretion exercisable upon written notice to TowerCo, into the calculation of the Aggregate Site Maintenance Charge. If BMI exercises its right to include Taxes and Assessments of BST into the calculation of the Aggregate Site Maintenance Charge hereunder, BMI shall reimburse BST for the amount of such Taxes and Assessments of BST upon BST's request.

17. Utilities. Prior to the Site Commencement Date as to each Site,

TowerCo shall make all arrangements for, and thereafter shall pay, or cause to be paid, when due all charges for connection of all utilities and services to such Site, including, but not limited to, electricity, telephone, power, and other utility used or consumed by BMI or its Affiliate occupying the Reserved Space and all Space Subtenants of such Site. As among BMI and all Space Subtenants, TowerCo shall cause utility charges to be separately metered, and BMI shall be separately responsible for its own utility charges.

18. Governmental Approvals.

(a) In addition to and not in limitation of the provisions of Section 13(a) of this Sublease, TowerCo shall, at its own cost and expense, obtain and maintain in effect all certificates, permits, licenses and other approvals and to comply with all Laws, required or imposed by governmental authorities, in connection with operation and maintenance of the Subleased Property of each Site (including Tower and Improvements thereon), including, without limitation, zoning Laws and FAA regulations.

(b) TowerCo shall cooperate with BMI in BMI's efforts to obtain and maintain in effect all certificates, permits, licenses and other approvals and to comply with all Laws required or imposed by governmental authorities, including, without limitation, the FCC and FAA, applicable to the Reserved Space of each Site.

(c) In addition to and not in limitation of the provisions of Section 13(c) of this Sublease, BMI shall, at its own cost and expense, obtain and maintain in effect all certificates, permits, licenses and other approvals and to comply with all Laws, required or imposed by governmental authorities, in connection with operation and maintenance of the Reserved Space of each Site, including, without limitation, FAA regulations.

(d) BMI shall cooperate with TowerCo in TowerCo's efforts to obtain and maintain in effect all certificates, permits, licenses and other approvals and to comply with all Laws required or imposed by governmental authorities, including, without limitation, the FCC and FAA, applicable to each Site.

19. No Liens.

(a) TowerCo shall not create or permit any Lien against any Site, or any part thereof. If any Lien (other than Permitted Liens) is filed against all or any part of any Site, TowerCo shall cause the same to be discharged by payment, satisfaction or posting of bond within thirty (30) days after TowerCo has obtained knowledge of such Lien. If TowerCo fails to cause any Lien (other than Permitted Liens) to be discharged within the permitted time, BMI may cause it to be discharged and may pay the amount of such Lien in order to do so. If BMI

makes any such payment, all amounts paid by BMI shall be payable by TowerCo to BMI upon demand. "Permitted Liens" means, as to each Site: (i) Permitted Subleasehold Mortgages of TowerCo's Subleasehold Estate in such Site, Tower or Improvements thereof; (ii) Space Subtenants' sublease interests in the Subleased Space of such Site; (iii) Liens existing on the date of the Site Designation Supplement for such Site; and (iv) Liens arising by, through or under BMI or any other occupant of the Reserved Space.

(b) TowerCo may, at TowerCo's sole cost and expense, in its own name and on its own behalf or in the name of and on behalf of BMI, in good faith, contest any claim of Lien and, in the event of any such contest, may permit such claim of Lien so contested to remain unpaid, unsatisfied and undischarged during the period of such contest and any appeal therefrom; provided, however, that, if

any Site, the Subleased Property of any Site or any part thereof are subject to imminent danger of loss or forfeiture by virtue of or by reason of such claim of Lien, such claim of Lien shall be complied with forthwith or TowerCo shall deposit with BMI a sum of money reasonably required by BMI as security to protect the Subleased Property of such Site from any such loss or forfeiture. BMI, at the sole cost and expense of TowerCo, shall cooperate fully with TowerCo in any such contest.

(c) Any Permitted Subleasehold Mortgage and all rights acquired by any Permitted Subleasehold Mortgagee shall be subject to each and every term, covenant, condition, agreement, requirement, restriction and provision set forth in this Sublease and subject to all rights, title and interest of BMI.

(d) Within ten (10) days after the granting of any Permitted Subleasehold Mortgage, TowerCo shall deliver to BMI a true, correct and fully executed copy of all documents pertaining thereto and the indebtedness secured thereby. Promptly upon TowerCo's receipt of copies of recorded documents evidencing the recordation thereof and bearing the recording information therefor, TowerCo shall deliver to BMI a copy of such recorded documents.

(e) BMI shall execute any necessary easement or right of way for utilities for any Site promptly following any request by TowerCo, provided such easement or right of way does not have an adverse effect on BMI's use or enjoyment of the Reserved Space of such Site, including without limitation the operation of BMI's Communications Equipment thereon.

(f) BMI shall not create or permit any Lien against the Subleased Property of any Site, or any part thereof. If any Lien is filed against all or any part of the Subleased Property of any Site, BMI shall cause the same to be discharged by payment, satisfaction or posting of bond within thirty (30) days after demand therefor by TowerCo. If BMI fails to cause any Lien to be discharged within the permitted time, TowerCo may cause it to be discharged and may pay the amount of such Lien in order to do so. If TowerCo makes any such payment, all amounts paid by TowerCo shall be payable by BMI to TowerCo upon demand. Nothing in this Sublease shall prohibit BMI from permitting a Lien against its interest under the Ground Lease or Reserved Space of any Site.

(g) BMI may, at BMI's sole cost and expense, in its own name and on its own behalf or in the name of and on behalf of TowerCo, in good faith, contest any claim of Lien and, in the event of any such contest, may permit such claim of Lien so contested to remain unpaid,

unsatisfied and undischarged during the period of such contest and any appeal therefrom; provided, however, that, if the Subleased Property of any Site or any

part thereof are subject to imminent danger of loss or forfeiture by virtue of or by reason of such claim of Lien, such claim of Lien shall be complied with forthwith or BMI shall deposit with TowerCo a sum of money reasonably required by TowerCo as security to protect the Subleased Property of such Site from any such loss or forfeiture. TowerCo, at the sole cost and expense of BMI, shall cooperate fully with BMI in any such contest.

20. Condemnation.

(a) If there occurs a Taking of all or a Substantial Portion of any Site, other than a Taking for temporary use, that impairs or adversely affects BMI's full use and enjoyment of the Reserved Space, then this Sublease shall automatically terminate as to such Site unless otherwise agreed by the Parties, and the Term shall automatically expire as to such Site, on the Date of Taking, as if such date were the Site Expiration Date as to such Site, and all Rent and other sums payable by TowerCo and BMI in respect of such Site shall be apportioned and paid through and including the Date of Taking.

(b) If there occurs a Taking of less than a Substantial Portion of any Site, then this Sublease and all duties and obligations of TowerCo under this Sublease in respect of such Site shall remain unmodified, unaffected and in full force and effect; provided, however, that the Rent in respect of such Site

payable after the Taking shall be reduced to an amount which bears the same ratio to the Rent payable immediately prior to the Taking as the rental value of the Subleased Property of such Site after taking bears to the rental value of the Subleased Property of that Site immediately prior to the Taking. TowerCo shall promptly proceed to reconstruct, restore and repair the remaining portion of the Subleased Property of such Site (to the extent feasible) to a condition substantially equivalent to the condition thereof prior to the Taking. TowerCo shall be entitled to apply the Award received by TowerCo to the reconstruction, Restoration and repair of any Subleased Property of any Site from time to time as such work progresses. If the cost of the repair work exceeds the Award recovered by TowerCo, TowerCo shall pay the excess cost.

(c) If there occurs a Taking of any Subleased Property of any Site or any portion thereof, for temporary use, then this Sublease shall remain in full force and effect as to such Site for the remainder of the then current term; provided, however, that during such time as TowerCo shall be out of possession

of such Subleased Property by reason of such Taking, the failure to keep, observe, perform, satisfy and comply with those terms and conditions of this Sublease compliance with which are effectively impractical or impossible as a result of TowerCo's being out of possession of such Subleased Property (and which shall not include payment of Rent) shall not be an event of default hereunder. The Award for any such temporary Taking payable for any period prior to the Site Expiration Date shall be paid to TowerCo and, for any period thereafter, to BMI.

21. Waiver of Subrogation; Indemnity.

(a) Except as provided in this Sublease, to the extent permitted by applicable Laws, TowerCo and BMI hereby waive any and all rights of recovery, claim, action or cause of

action against each other, their respective agents, officers and employees, for any loss or damage that may occur to the Subleased Property of each Site, by reason of fire, the elements, or any other cause insured against, or required to be insured against, under the terms of policies of insurance maintained, or required to be maintained, for the Subleased Property of such Site, by TowerCo or BMI (as the case may be) under the terms of this Sublease, regardless of cause or origin.

(b) Subject to the provisions of Section 21(a) above, TowerCo agrees to indemnify and to hold each BMI Indemnitee harmless from any and all Claims, with respect to bodily injury, personal injury or property damage suffered or incurred by such BMI Indemnitee by reason of, or arising out of TowerCo's ownership, operation and maintenance of each Site (including the Tower and Improvements thereon), including, without limitation: (i) any default, breach, performance or nonperformance by TowerCo of its respective obligations and covenants under this Sublease; (ii) any Claims against BMI arising out of or resulting from (x) TowerCo's use, operation, maintenance or occupancy of any part of the Site or resulting from the condition of the Site or (y) any Space Subtenant's use, operation, maintenance or occupancy of its Communications Facility; (iii) any failure of TowerCo to comply with any applicable Laws or with the directives of FCC and FAA that TowerCo is required to comply with pursuant to this Sublease or under applicable Laws; (iv) any Claims arising out of or resulting from TowerCo's or any Space Subtenant's acts or omissions or the negligence or intentional acts or omissions of any of their respective agents, employees, engineers, contractors, subcontractors, licensees, or invitees in or about the Subleased Property of each Site, and (v) any other provision of this Sublease which provides that TowerCo shall indemnify and hold harmless BMI in respect of the matters contained in such provision. If any action or proceeding is brought against any BMI Indemnitee by reason of any such Claim, TowerCo upon notice from BMI covenants and agrees to defend such action or proceeding at its expense.

(c) Subject to the provisions of Section 21(a) above, BMI agrees to indemnify and to hold each TowerCo Indemnitee harmless from any and all Claims with respect to bodily injury, personal injury or property damage suffered or incurred by TowerCo by reason of, or arising out of (i) any default, breach, performance or nonperformance of BMI's obligations and covenants under this Sublease; (ii) any Claims against TowerCo arising out of or resulting from BMI's use, operation, maintenance or occupancy of BMI's Communications Equipment or the Reserved Space, to the extent TowerCo is not responsible therefor under the terms of this Sublease; (iii) BMI's failure to comply with any applicable Laws or with the directives of FCC and FAA as to BMI's Communications Equipment; (iv) any Claims against TowerCo arising out of or resulting from any acts or omissions or the negligence or intentional actions or omissions of any of BMI's agents, employees, engineers, contractors, subcontractors, licensees or invitees; and (v) any other provision of this Sublease which provides that BMI shall indemnify and hold harmless TowerCo in respect of the matters contained in such provision. If any action or proceeding is brought against TowerCo by reason of any such Claim, BMI upon notice from TowerCo covenants and agrees to defend such action or proceeding at its expense.

22. Subordination and Attornment.

(a) This Sublease and all rights of TowerCo therein, and all interest or estate of TowerCo in the Subleased Property of each Site, or any portion thereof, shall be subordinate to any and all Mortgages, which at any time during the Term, may be placed upon the Subleased Property, or any portion thereof, by BMI or any of its Affiliates, and to any replacements, renewals, amendments, modifications, extensions or refinancing thereof, and to each and every advance made under any Mortgage; provided, however, that the subordination and

attornment contained herein shall not be effective unless the existing or any future Mortgagee thereunder shall execute and deliver an NDA in favor of TowerCo, providing that: (i) such Mortgagee will at all times fully recognize TowerCo's rights under this Sublease, and in the event of a foreclosure under any such Mortgage, so long as no event of default shall have occurred and be subsisting hereunder, and so long as TowerCo shall attorn to the purchaser upon such foreclosure, and so long as TowerCo continues to pay the Rent with respect to all Sites covered by this Sublease and to fully and completely keep, observe, satisfy, perform and comply with all agreements, terms, covenants, conditions, requirements, provisions and restrictions of this Sublease, such Mortgagee shall not disturb TowerCo's possession of the Subleased Property; and (ii) that upon Mortgagee acquiring title to the Subleased Property, TowerCo shall attorn directly to such Mortgagee. TowerCo shall agree to such other terms and conditions in the NDA as may be reasonably required by such Mortgagee, provided that such terms and conditions do not affect TowerCo's rights, nor increase or alter any of TowerCo's obligations, under this Sublease.

(b) Subject to the provision of Section 22(a), TowerCo shall execute in a timely manner instruments that may be required to evidence this subordination clause, in respect of the Subleased Property of each Site.

23. Environmental Covenants.

(a) For purposes of this Sublease, the following terms shall have the following meanings: (i) "Hazardous Material" or "Hazardous Materials" means and includes petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls, or any hazardous, toxic or dangerous waste, substance or material defined as such or defined as a hazardous substance or any similar term, by, in or for the purposes of the Environmental Laws, including, without limitation Section 101(14) of CERCLA (hereinafter defined); provided that the term "Hazardous Materials" shall exclude quantities of materials or substances maintained by BMI, its Affiliates, TowerCo and Space Subtenants on or about any Site (including Tower and Improvements thereon) in the ordinary course of business, so long as such materials are maintained in accordance with the applicable Environmental Laws; (ii) "Release" shall have the meaning given such term, or any similar term, in the Environmental Laws, including, without limitation Section 101(22) of CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean any "Super Fund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated thereunder or in connection therewith: the Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); The Comprehensive Environmental Response,

Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); The Toxic Substances Control Act ("TSCA"); The Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA").

(b) As to each Site (other than BTS Sites), BMI represents and warrants to TowerCo that, as of the date of the Site Designation Supplement for such Site, (i) to the best of BMI's knowledge, no portion of the Land of such Site is used for the storage, processing, treatment or disposal of Hazardous Materials, except as set forth in an environmental report delivered to TowerCo; (ii) to the best of BMI's knowledge, no Hazardous Materials have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of a Hazardous Materials, on, in, or under the Land of such Site, except as set forth in an environmental report delivered to TowerCo; (iii) to the best of BMI's knowledge, there are no pending Claims, administrative proceedings, judgments, declarations, or orders, whether actual or threatened, relating to the presence of Hazardous Materials on, in or under the Land of such Site; (iv) to the best of BMI's knowledge, the Land of such Site is in compliance with all applicable Environmental Laws; and (v) to the best of BMI's knowledge, there are no pending or threatened or contemplated condemnation actions involving all or any portion of the Land of such Site. For purposes of this Section, "to the best knowledge of," or words of similar import with reference to BMI means actual knowledge of the management of BMI and such actual knowledge will be imputed to the management of BMI if the Hazardous Materials were brought to the Site by BMI or its Affiliates.

(c) TowerCo covenants and agrees that: (i) TowerCo shall not conduct or allow to be conducted upon any Site any business operations or activities, or employ or use a Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided that TowerCo shall have the right to bring and keep and allow any Space Subtenant to bring and keep on the Subleased Property of each Site in compliance with all applicable Laws, batteries, generators and associated fuel tanks and other substances commonly used in the industry necessary for the operation and maintenance of each Site; (ii) TowerCo shall carry on its business and operations at each Site in compliance in all respects with, and will remain in compliance with, all applicable Environmental Laws; (iii) TowerCo shall not create or permit to be created any Lien against any Site for the costs of any response, removal or remedial action or clean-up of Hazardous Materials; (iv) TowerCo shall promptly conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting each Site in accordance with all applicable Environmental Laws; (v) TowerCo shall promptly notify BMI in writing if TowerCo receives any notice, letter, citation, order, warning, complaint, injury, claim or demand that: (w) TowerCo has violated, or is about to violate, any Environmental Law, (x) there has been a Release or there is a threat of Release, of Hazardous Materials at or from the applicable Site, (y) TowerCo may be or is liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a Release of Hazardous Materials, or (z) a Site are subject to a Lien favor of any governmental entity for any liability, cost or damages under any Environmental Law.

(d) BMI covenants and agrees that as to each Site (other than with respect to any BTS Site, prior to Completion of such Site): (i) BMI shall not conduct or allow to be conducted upon any Reserved Space of any Site any business operations or activities, or employ or use a Reserved Space of any Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided that BMI shall have the right to bring and keep on the Reserved Space of any Site in compliance with all applicable Laws, batteries, generators and associated fuel tanks and other substances commonly used in the industry necessary for the operation and maintenance of each Reserved Space of any Site; (ii) BMI shall carry on its business and operations on the Reserved Space of any Site in compliance in all respects with, and will remain in compliance with, all applicable Environmental Laws; (iii) BMI shall not create or permit to be created any Lien against any Reserved Space of any Site for the costs of any response, removal or remedial action or clean-up of Hazardous Materials; (iv) BMI shall promptly conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Reserved Space of each Site in accordance with all applicable Environmental Laws; (v) BMI shall promptly notify TowerCo in writing if BMI receives any notice, letter, citation, order, warning, complaint, injury, claim or demand that: (w) BMI has violated, or is about to violate, any Environmental Law, (x) there has been a Release or there is a threat of Release, of Hazardous Materials at or from the Reserved Space of any Site, (y) BMI may be or is liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a Release of Hazardous Materials, or (z) the Reserved Space of any Site is subject to a Lien in favor of any governmental entity for any liability, cost or damages under any Environmental Law.

(e) Unless resulting or arising solely from the negligent or willful acts or omissions of BMI or BMI's employees, agents, engineers, contractors, subcontractors, licensees or invitees, TowerCo agrees to indemnify and hold BMI harmless from and against any and all Claims, including Claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against BMI or the Site for, with respect to, or as a result of the following: (i) the presence in, on, over or under, or the escape, seepage, leakage, spillage, discharge, emission or Release on or from the Site of any Hazardous Materials prior to the applicable Site Expiration Date or earlier date of termination of this Sublease; (ii) the violation of any Environmental Laws relating to or affecting the Site prior to the applicable Site Expiration Date or earlier date of termination of this Sublease; (iii) the violation of any of the Environmental Laws prior to the applicable Site Expiration Date or earlier date of termination of this Sublease in connection with any other property owned by TowerCo, which violation gives or may give rise to any rights whatsoever in any Party with respect to the Site by virtue of any of the Environmental Laws; (iv) any warranty or representation made by TowerCo in this Section 23 is or becomes false or untrue in any material respect; or (v) the violation or breach of, or the failure of TowerCo to fully and completely keep, observe, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, provision or restriction of this Section 23.

(f) Unless resulting or arising from the negligent or willful acts or omissions of TowerCo or TowerCo's employees, agents, engineers, contractors, subcontractors, licensees or invitees, BMI agrees to indemnify and hold TowerCo harmless from and against any and all Claims, including Claims of any and every kind whatsoever paid, incurred, suffered by, or

asserted against TowerCo or the Reserved Space of any Site for, with respect to, or as a result of the following, except as to any BTS Site, to the extent arising prior to Completion thereof: (i) the presence in, on, over or under, or the escape, seepage, leakage, spillage, discharge, emission or Release on or from the Reserved Space of any Site of any Hazardous Materials prior to the applicable Site Expiration Date or earlier date of termination of this Sublease; (ii) the violation of any Environmental Laws relating to or affecting the Reserved Space of any Site prior to the applicable Site Expiration Date or earlier date of termination of this Sublease; (iii) the violation of any of the Environmental Laws prior to the applicable Site Expiration Date or earlier date of termination of this Sublease in connection with any other property owned by TowerCo, which violation gives or may give rise to any rights whatsoever in any Party with respect to the Reserved Space of any Site by virtue of any of the Environmental Laws; (iv) any warranty or representation made by BMI in this Section 23 is or becomes false or untrue in any material respect; or (v) the violation or breach of, or the failure of BMI to fully and completely keep, observe, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, provision or restriction of this Section 23.

(g) Notwithstanding anything to the contrary in this Sublease, in the event any Claim of a type giving rise to indemnification obligations under Section 23 is asserted against a TowerCo Indemnatee and it cannot be readily determined that it was the act or omission of BMI that gave rise to such Claim, it shall be assumed for all purposes hereof that it was TowerCo's or a Space Subtenant's act or omission, TowerCo shall indemnify BMI Indemnitees in respect of such Claim pursuant to Section 23(e), and BMI shall have no obligation or liability to any TowerCo Indemnatee in respect of such Claim unless and until it is finally determined that BMI's act or omission gave rise to such Claim. The provisions of this Section 23 shall survive the applicable Site Expiration Date or earlier termination of this Sublease. The foregoing provisions of this Section 23 are not intended to limit the generality of any of the other provisions of this Sublease.

24. Insurance.

(a) From and after the Site Commencement Date as to each Site, BMI shall procure, and shall maintain in full force and effect at all times during the Term as to such Site, the following types of insurance with respect to the Reserved Space of each Site, and, if applicable, any of the Available Space subleased to BMI pursuant to Section 25(d), paying as the same become due all premiums therefor:

(i) commercial general public liability insurance insuring against all liability of BMI and BMI's officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use or occupancy of the Reserved Space of the applicable Site and, if applicable, any of the Available Space subleased to BMI pursuant to Section 25(d), if any, in an amount of not less than \$1,000,000 for bodily injury or property damage as a result of one occurrence, and not less than \$2,000,000 for bodily injury or property damage in the aggregate;

(ii) umbrella or excess liability insurance with limits not less than \$5,000,000 per occurrence and in the aggregate; and

(iii) workers' compensation insurance covering all employees of BMI or its Affiliates to the extent required by any Laws.

(b) BMI shall pay all premiums for the insurance coverage which BMI is required to procure and maintain under this Sublease. Each insurance policy: (i) shall name TowerCo as an additional insured; provided that such requirement shall only apply to liability policy and shall have no application to workers' compensation policies; and (ii) shall provide that the policy cannot be canceled as to TowerCo except after the insurer endeavors to give TowerCo thirty (30) days' written notice of cancellation. TowerCo agrees that BMI may, at BMI's option and election self insure with respect to all or a portion of the risks required to be insured against by BST under this Section 24. If BMI elects to be covered by and participate in its self insurance and risk management programs, BMI shall notify TowerCo of such election. From time to time, upon reasonable request by TowerCo, BMI shall furnish to TowerCo the information concerning its risk management and self insurance policies and programs in effect at the time of such request.

(c) For each Site, TowerCo shall procure, and shall maintain in full force and effect at all times during the Term as to the applicable Site, the following types of insurance with respect to each Site, including the Tower and Improvements thereon, paying as the same become due all premiums therefor:

(i) commercial general public liability insurance insuring against all liability of TowerCo and TowerCo's officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use, occupancy or maintenance of each Subleased Property (including Tower and the Improvements), in an amount of not less than \$1,000,000 for bodily injury or property damage or as a result of one occurrence, and not less than \$2,000,000 for bodily injury or property damage in the aggregate;

(ii) umbrella or excess liability insurance with limits not less than \$5,000,000 per occurrence and in the aggregate; and

(iii) insurance in an amount not less than full replacement cost of the Tower and Improvements of each Site, against direct and indirect loss or damage by fire and all other casualties and risks covered under "All Risk" insurance; and

(iv) workers' compensation insurance covering all employees of TowerCo or its Affiliates to the extent required by any Laws.

(d) TowerCo shall pay all premiums for the insurance coverage which TowerCo is required to procure and maintain under this Sublease. Each insurance policy (i) shall name BMI as an additional insured; provided that such requirement shall only apply to liability policy and shall have no application to workers' compensation policies; and (ii) shall provide that the policy cannot be canceled as to BMI except after the insurer gives BMI ten (10) days' written notice of cancellation.

(e) All policy amounts set forth in this Section 24 shall be reset every five (5) years during the Term to increase by an amount not less than the CPI Increase over the five (5) year period, except to the extent the Parties otherwise agree.

(f) TowerCo shall not, on its own initiative or pursuant to request or requirement of any Space Subtenants or other Person, take out separate insurance concurrent in form or contributing in the event of loss with that required in Section 24(c), unless BMI is named therein as an additional insured. The Parties agree that, with respect to Parties, the outstanding publicly traded debt of which is rated investment grade by Standard & Poor's or Moody's, all policies of insurance required by this Section 24 may contain such loss retention provisions or deductibles as is reasonable in light of financial conditions of the Parties. TowerCo shall immediately notify BMI whenever any such separate insurance is taken out and shall deliver to BMI original certificates evidencing the same.

(g) As to the Subleased Property of each Site, all policies of insurance shall be written on companies rated A+ by AM Best or a comparable rating and licensed in the State where such Site is located. Certificates evidencing insurance shall be in a form reasonably acceptable to the recipient Party, shall be delivered to such Party upon commencement of the Term and prior to expiration of such policy, new certificates evidencing such insurance, shall be delivered to such Party not less than twenty (20) days prior to the expiration of the then current policy term. The Parties agree that all policies of insurance required by this Section 24 may contain such loss retention provisions or deductibles as is reasonable in light of financial conditions of the Parties.

(h) Nothing in this Section 24 shall prevent BMI or TowerCo from obtaining insurance of the kind and in the amount provided for under this Section 24 under a blanket insurance policy or policies (evidence thereof reasonably satisfactory to the other Party shall be delivered to the other Party by the insuring Party) which may cover other properties owned or operated by the insuring Party as well as the Subleased Property or the Available Space; provided, however, that any such policy of blanket insurance shall: (i) specify

the amounts thereof to the extent such amounts are used to meet the initial limits required pursuant to this Section 24, it being understood that such specification shall not diminish or limit the availability of the entire amount of the blanket insurance policy; and (ii) provide that such policies of blanket insurance shall, as respects the Subleased Property of each Site, contain the various provisions required of such an insurance policy by the foregoing provisions of this Section 24.

25. Right of Substitution; Right of First Refusal.

(a) Notwithstanding anything to the contrary contained herein and subject, in the case of Sites other than BTS Sites, to the proviso of Section 5(b)(i), BMI shall have the right to modify and/or replace, at BMI's expense, its Communications Equipment at any Site provided said replacement Communications Equipment does not increase the weight or sail area by more than ten percent (10%) of the weight or sail area on the applicable Site Commencement Date.

(b) Notwithstanding anything to the contrary contained herein, if during the Term, there is any Available Space in respect of the Subleased Property of any Site, then BMI shall have the Right of Substitution as to such Available Space, provided that the relocation shall

not violate the requirements of Section 25(a). The Right of Substitution pursuant to this Section 25(b) may be exercised by BMI at any time, and from time to time, without limit, upon written notice to TowerCo. If BMI elects to exercise its Right of Substitution, then, upon completion of the relocation of the Communications Equipment of BMI on the Tower and Improvements thereon, the previously existing Reserved Space of the applicable Site shall automatically be released by BMI and become a part of the Subleased Property of such Site, subject to the terms of this Sublease, and concurrently therewith, the Available Space on such Site to which the Communications Equipment of BMI has been relocated shall, upon the amendment of the Site Designation Supplement, automatically become and constitute the Reserved Space of such Site subject to Section 5. The terms of this Section 25(b) shall be self-operative, and no further instrument shall be required to evidence any Substitution; provided,

however, that upon the request of either BMI or TowerCo, the Parties shall
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promptly execute such instruments as may be reasonably required to further evidence such Substitution, including without limitation an amendment to the applicable Site Designation Supplement and cause such amendment to be recorded at BMI's cost and expense. BMI shall, at BMI's cost and expense, complete the relocation of its Communications Equipment within [thirty (30)] days of the exercise of its Right of Substitution and return the previously existing Reserved Space to its original condition, ordinary wear and tear excepted.

(c) Notwithstanding anything to the contrary contained herein, if during the Term, TowerCo intends to sublease any Available Space of the Subleased Property of any Site to a potential Space Subtenant, TowerCo shall send BMI a copy of any letter-offer, letter of intent, or other correspondence with the potential Space Subtenant together with a summary of the economic terms of the proposed lease or sublease as contained in such documents, which economic terms shall include at least the number and location of all Sites subject to the proposed lease or sublease, the number, type, and location of each antenna on each Tower, the rent payable for such antenna at each location on the Tower (including any escalation provisions), and the term of each Space Subtenant lease or sublease and each of any renewals thereof (the "Economic Offer"). BMI may, in its sole discretion, by providing written notice thereof to TowerCo within ten (10) days after receipt of the Economic Offer from TowerCo (x) exercise its Right of Substitution pursuant to Section 25(b) in respect of such Available Space, or (y) exercise its Right of First Refusal in respect of such Available Space pursuant to Sections 25(e) and (f), or (z) exercise both, if with respect to multiple Sites. If TowerCo intends to sublease Available Space at multiple Sites, BMI shall not be entitled to exercise either its Right of Substitution and/or its Right of First Refusal as to any Available Space unless BMI exercises such Right in respect of a minimum of the greater of (i) five percent (5%) or (ii) two (2) of the total number of Available Spaces for those multiple Sites that TowerCo intends to sublease.

(d) If BMI exercises its Right of Substitution as to any Available Space, then such Available Space shall become the Reserved Space for all purposes of this Sublease and be subject to the provisions of Section 5. If BMI exercises its Right of First Refusal as to such Available Space, then TowerCo shall sublease the Available Space to BMI subject to the terms and conditions set forth in the applicable Economic Offer and BMI and TowerCo shall execute a sublease agreement in the form of Exhibit B, as modified to reflect the terms and conditions of the applicable Economic Offer, or in any other form acceptable to TowerCo and BMI and, BMI shall, for all purposes of this Sublease, become a Space Subtenant of such Available Space.

(e) If BMI fails to notify TowerCo as to its election under Section 25(d), then BMI's options referred to in Section 25(d) with respect to such Available Space shall expire and TowerCo shall be entitled to sublease such Available Space to a potential Space Subtenant upon the terms and conditions contained in the applicable Economic Offer.

(f) If TowerCo exercises its right to sublease any Available Space of any Site to a potential Space Subtenant in accordance with the Economic Offer, whether or not BMI exercises all or part of its Right of Substitution or Right of First Refusal with respect thereto, TowerCo shall promptly provide BMI a copy of the final definitive lease or sublease with the Space Subtenant (the "Final Agreement"). If the economic terms of the Economic Offer are not the same or better than those of the Final Agreement, then, in addition to any other remedies BMI have, BMI may require that any Site Maintenance Charge, if it exercised its Right of Substitution, or rent, if it exercised its Right of First Refusal, and all other economic terms, be reduced to and conformed with those of the Final Agreement.

(g) If such Available Space has not been so subleased to such Space Subtenant within one hundred and twenty (120) days after BMI's receipt of the applicable Economic Offer, then the restrictions provided in this Section 25 shall again become effective with respect to such Available Space, and TowerCo shall have no right to sublease any such Available Space without again offering such Available Space to BMI in accordance with the provisions of this Section 25.

26. Assignment and Subletting.

(a) Without the prior written consent of BMI, TowerCo may not assign this Sublease or any of TowerCo's rights hereunder in whole or in part, or sublet this Sublease in whole, or any of TowerCo's rights hereunder; except that TowerCo may assign this Sublease or sublet all or any portion of the Subleased Property of each Site, without the requirement of any consent by BMI, to a successor corporation or entity, by way of merger, consolidation or other reorganization, or to any parent, subsidiary or Affiliate of TowerCo, or to any Person acquiring all or substantially all of TowerCo's assets, or to any Person acquiring and continuing that portion of TowerCo's business operations conducted at or from the Subleased Property; provided, however, in each case that such

assignee: (i) is a Permitted TowerCo Transferee; and (ii) is not a BMI Competitor. The foregoing restriction shall not limit the right of TowerCo, without notice to or consent of BMI, to sublease, license or otherwise transfer rights to utilize all or any part of the Subleased Property of any Site or any Available Space on such Site to Space Subtenants.

(b) After the tenth (10th) anniversary of the date hereof, BMI shall have the unrestricted right to sell, convey, transfer, assign, sublease or otherwise dispose of BMI's interest in and to any Site (including BMI's or a BMI Affiliate's interest in and to the Subleased Property of such Site), in whole or in part (a "Transfer"). Prior to the tenth (10th) anniversary of the date hereof, BMI may Transfer BMI's interest in and to any Site (including BMI's or a BMI Affiliate's interest in and to the Subleased Property of such Site), in whole or in part, if any such Transfer is to: (i) a BMI Affiliate; (ii) any Person that is not a BMI Affiliate and does not qualify as a Permitted Transferee (a "Non-Qualifying Transferee"), so long as the aggregate number of Sites that are the subject of one or more Transfers pursuant to this clause (ii) at any time during the Term does not exceed twenty percent (20%) of the Sites now or hereafter subject to this Sublease; or (iii) a Permitted Transferee or, subject to the further restrictions set forth in the last paragraph of this

Section 26(b), a Non-Qualifying Transferee, (x) in connection with a Market Transaction (as hereinafter defined), (y) in connection with the Transfer of a single Site, subject to TowerCo's rights under Section 10(d), or (z) in connection with a Transfer of all or a substantial portion of the Sites subject to this Sublease. In the event of any such Transfer by BMI or a BMI Affiliate, except in the case of a Transfer to a Non-Qualifying Transferee pursuant to clause (iii), all obligations under this Sublease of the Person effecting such Transfer shall cease and terminate, and TowerCo shall look only and solely to the Person to whom or which BMI's or such BMI Affiliate's interest in and to such Site (including BMI's or such BMI Affiliate's interest in and to the Subleased Property thereof or any portion thereof) (a "Transferee") is Transferred for performance of all of BMI's or such Affiliate's duties and obligations under this Sublease.

The term "Market Transaction" means any Transfer of Site(s) between BMI or BMI Affiliates, on the one hand, and other providers of telecommunications services who are not BMI Affiliates, on the other hand, for the primary purpose of allowing BMI or a BMI Affiliate to enter a new market, to expand an existing market, to exit an existing market, or to exit part of an existing market, including, without limitation, any transfer of Sites(s) by BMI or BMI Affiliates to other providers of telecommunications services who are not BMI Affiliates within one or more geographic locations, in each case regardless of whether such market is defined in terms of geographic locations or new services.

Notwithstanding the foregoing, in the event of a Transfer by BMI or a BMI Affiliate pursuant to clause (iii) of this Section 26(b) to a Non-Qualifying Transferee, BMI or such BMI Affiliate shall remain liable under this Sublease for such Non-Qualifying Transferee's performance of BMI's obligations hereunder; provided, however, that if either (x) such Non-Qualifying Transferee ultimately becomes a Permitted Transferee or (y) no unwaived event of default on the part of such Non-Qualifying Transferee occurs in respect of such Sites for three (3) years after the date of such Transfer to such Transferee, BMI or such BMI Affiliate, as applicable, shall be released from any and all obligations under this Sublease as to such Sites, pursuant to Section 26(c), and upon BMI's request TowerCo shall confirm such release in writing.

(c) Except as expressly provided in Section 26(b), wherever under or in connection with this Sublease BMI assigns its right, title or interest, in whole or in part, in or to this Sublease or any Site, BMI shall be released from performing any and all obligations under this Sublease in respect of the right, title or interest so assigned and under the applicable Ground Lease, from and after the date of such assignment, subject only to BMI's receipt of any consent or approval required from the applicable Ground Lessor, and TowerCo hereby acknowledges such release. At or prior to any partial assignment of this Sublease, BMI and such assignee shall have entered into one or more agreements, including without limitation, a sublease and site designation supplements (collectively, the "New Sublease Documents"), that afford BMI and BMI Affiliates relative rights (including, without limitation, provisions relating to the calculation of the Site Payment and the right of BMI to act for TowerCo), vis-a-vis BMI's rights and obligations under the New Sublease Documents no less favorable to BMI than those afforded by the Sublease and the Site Designation Supplements with respect to the rights and obligation of BMI and any BMI Affiliate, and are otherwise in form and substance reasonably satisfactory to BMI.

(d) Without limiting the generality of the other provisions of this Sublease, any assignment of interest pursuant to this Sublease shall be effectuated by ten (10) days' written notice of such assignment, which notice shall include the name, address, and telephone number of assignee. Each Party hereby agrees that any attempt of the other Party to assign its interest in this Sublease or any of its rights hereunder, in whole or in part, in violation of Section 26(a) shall constitute a default under this Sublease and shall be null and void ab initio.

27. Estoppel Certificate. Either Party, from time to time upon ten

(10) days' prior request by the other Party, shall execute, acknowledge and deliver to the requesting Party, or to a person designated by such requesting Party, a certificate stating that this Sublease is unmodified and in full effect (or, if there have been modifications, that this Sublease is in full effect as modified, and setting forth such modifications) and the dates to which Rent and other sums payable under this Sublease have been paid, and either stating that to the knowledge of the signer of such certificate no default exists hereunder or specifying each such default of which the signer has knowledge. The requesting Party, at such Party's cost and expense, shall cause such certificate to be prepared for execution by the requested Party. Any such certificate may be relied upon by any prospective Mortgagee or purchaser of the Subleased Property of each Site.

28. Holding Over. If TowerCo remains in possession of the Subleased

Property of any Site after expiration or termination of the then current Term as to such Site without any express written agreement by BMI, then TowerCo shall be and become a tenant at sufferance, and there shall be no renewal or extension of this Sublease by operation of law.

29. Rights of Entry and Inspection. (a) TowerCo shall permit BMI and

BMI's representatives, agents and employees to enter the Subleased Property of any Site at all reasonable times for the purposes of inspecting such Subleased Property, showing the Site to prospective purchasers, tenants and Mortgagees, making any repairs or replacements or performing any maintenance, and performing any work on the Site that BMI may consider necessary to prevent or cure deterioration, waste or unsafe conditions. Nothing in this Section 29 shall imply or impose any duty or obligation upon BMI to enter upon any Site at any time for any purpose, or to inspect the Subleased Property at any time, or to perform, or pay the cost of, any work which TowerCo is required to perform under any provision of this Sublease, and BMI has no such duty or obligation.

(b) BMI shall permit TowerCo and TowerCo's representatives to inspect BMI's Communications Equipment for the purpose, in the event of an Emergency only, for making repairs or replacements to address such Emergency. The foregoing shall not limit TowerCo's rights pursuant to Section 7 hereof.

30. A Party's Right to Act for the Other Party.

(a) In addition to and not in limitation of any other remedy BMI may have under this Sublease, if TowerCo fails to make any payment or to take any other action when and as required under this Sublease, including without limitation Section 12(a) and Exhibit C, BMI may, without demand upon TowerCo and without waiving or releasing TowerCo from any duty, obligation or liability under this Sublease, make any such payment or take any such other action required of TowerCo. Unless TowerCo's failure results in or relates to an Emergency, BMI shall

give TowerCo at least ten (10) days prior written notice of BMI's action and TowerCo shall have the right to cure such failure within such 10-day period. No such notice shall be required in the event of an Emergency. The actions which BMI may take shall include, but are not limited to, the performance of maintenance or repairs and the making of replacements to the Towers and Improvements on each Site, the payment of insurance premiums which TowerCo is required to pay under this Sublease and the payment of Taxes and Assessments which TowerCo is required to pay under this Sublease, other than Taxes and Assessments that are paid by BMI pursuant to Section 16(b) and reimbursed in the calculation of the Site Maintenance Charge. BMI may pay all incidental costs and expenses incurred in exercising its rights hereunder, including, without limitation, reasonable attorneys' fees and expenses, penalties, re-instatement fees, late charges, and interest. One hundred twenty percent (120%) of the total amount of the costs and expenses (including salaries and benefits of BMI employees charged on a one time basis but excluding any overhead) attributable to BMI's rights under this Section 30, is referred to as the "Reimbursable Maintenance Expenses" of BMI. All amounts paid by BMI pursuant to this Section 30(a), and all costs and expenses incurred by BMI in exercising BMI's rights under this Section 30(a), shall bear interest at the rate of eighteen percent (18%) per annum from the date of payment by BMI until paid by TowerCo.

(b) If BMI fails to pay any Ground Rent or to make any other payment or to take any other action when and as required under this Sublease, TowerCo may, without demand upon BMI and without waiving or releasing BMI from any duty, obligation or liability under this Sublease, pay any such Ground Rent, make any such other payment or take any such other action required of BMI. Unless BMI's failure results in or relates to an Emergency, TowerCo shall give BMI at least ten (10) days prior written notice of TowerCo's action. No such notice shall be required in the event of an Emergency. The actions which TowerCo may take shall include, but are not limited to, the payment of insurance premiums which BMI is required to pay under this Sublease and the payment of Taxes and Assessment which BMI is required to pay under this Sublease. TowerCo may pay all incidental costs and expenses incurred in exercising its rights hereunder, including, without limitation, reasonable attorneys' fees and expenses, penalties, reinstatement fees, late charges, and interest. All amounts paid by TowerCo pursuant to this Section 30(b), and all costs and expenses incurred by TowerCo in exercising TowerCo's rights under this Section 30(b), shall bear interest at the rate of eighteen percent (18%) per annum from the date of payment by TowerCo and shall be payable by BMI to TowerCo upon demand. For purposes of this Section, the term "Emergency" means any event that causes, has caused or is likely to cause: (i) as to BMI or a BMI Affiliate, any bodily injury, personal injury or property damage; (ii) as to BMI or a BMI Affiliate, suspension, revocation, termination or any other adverse material effect on BMI's or such Affiliates' licenses and/or permits; (iii) as to BMI, any adverse effect on the ability of BMI or its Affiliate to operate its Communication Facility on such Site; (iv) as to TowerCo, any adverse effect on the ability of TowerCo to operate its Subleased Property on such Site; and (v) as to TowerCo, a termination of the Ground Lease with respect to such Site.

31. Defaults and Remedies.

(a) The following events shall constitute events of default by BMI:

(i) If BMI fails to timely pay Ground Rent as provided in Section 3(h) within any applicable grace period thereunder or to perform any other material obligations pursuant to the applicable Ground Lease for a Site that BMI is expressly required to perform pursuant to the terms of this Sublease and shall not cure such failure by the later of (x) the expiration of any applicable cure period, or (y) thirty (30) days after TowerCo gives BMI written notice thereof; or

(ii) if BMI shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Sublease in respect of any Site (which violations, breaches or failures may be different for each Site), and shall not cure such violation, breach or failure within thirty (30) days after TowerCo gives BMI written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if BMI shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence; or

(iii) Subject to Section 31(i), BMI breached any material representation or warranty in this Sublease as to any Site as of the date when made.

(iv) if BMI becomes insolvent as defined in the Uniform Commercial Code under the Laws applicable to this Sublease or makes an assignment for the benefit of creditors; or if any action is brought by BMI seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if BMI commences a voluntary proceeding under the Federal Bankruptcy Code; or if any reorganization or arrangement proceeding is instituted by BMI for the settlement, readjustment, composition or extension of any of its debts upon any terms; or if any action or petition is otherwise brought by BMI seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or if any action is brought against BMI seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by BMI or is not dismissed within ninety (90) days after the date upon which it was instituted; or if any proceeding under the Federal Bankruptcy Code is instituted against BMI and (1) an order for relief is entered in such proceeding, or (2) such proceeding is consented to or acquiesced in by BMI or is not dismissed within ninety (90) days after the date upon which it was instituted; or if any reorganization or arrangement proceeding is instituted against BMI for the settlement, readjustment, composition or extension of any of its debts upon any terms, and such proceeding is consented to or acquiesced in by BMI or is not

dismissed within ninety (90) days after the date upon which it was instituted; or if any action or petition is otherwise brought against BMI seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by BMI or is not dismissed within thirty (30) days after the date upon which it was brought.

(b) Upon the occurrence of any event of default by BMI under Section 31(a)(iv), TowerCo may terminate this Sublease by giving BMI written notice of termination, and this Sublease shall be terminated at the time designated by TowerCo in its notice of termination to BMI. Upon the occurrence of any event of default by BMI under Sections 31(a)(i)-(a)(iii) as to the Reserved Space of a Site, TowerCo may terminate this Sublease as to such Site by giving BMI written notice of termination, and this Sublease shall be terminated as to the applicable Site at the time designated by TowerCo in its notice of termination to BMI. Notwithstanding the foregoing, if BMI fails to pay any portion of a Site Payment because BMI, acting in good faith, reduced the amount of Site Maintenance Charges paid to TowerCo in giving effect to a mistaken belief that it made Reimbursable Maintenance Expenses under Section 30(a) that BMI was not permitted to make, such failure shall not constitute an event of default hereunder. Upon TowerCo's demand after any resolution of any dispute as to the amount of such Reimbursable Maintenance Expenses, BMI shall pay such amount to TowerCo, with interest thereon at the rate of eighteen percent (18%) per annum, from the date such amount was due until the date paid.

(c) TowerCo's remedy stated in Section 31(b) above shall not preclude pursuit of any other remedy or remedies provided in this Sublease or any other remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination.

(d) The following events shall constitute events of default by TowerCo:

(i) If TowerCo fails to make payment of any Rent or other amount hereunder and such failure continues for thirty (30) days after the date such payment was due and payable; or

(ii) (x) TowerCo shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any term, covenant, condition, requirement, restriction or provision of this Sublease with respect to any Site (which violations, breaches or failures may be different for each Site), and shall not cure such violation, breach or failure within thirty (30) days after BMI gives TowerCo written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if TowerCo shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence, or (y) the aggregate amount of Reimbursable Maintenance Expenses in respect of any Site pursuant to Section 30(a) exceeds \$2,000 on at least two occurrences within the same

Sublease Year, whether or not reimbursed by TowerCo or included in the calculation of the Site Payment; or

(iii) Subject to Section 31(i), any representation or warranty made by TowerCo in this Sublease or any Site Designation Supplement shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(iv) TowerCo or CCIC shall violate or breach, or shall fail fully and completely to observe, keep, satisfy or perform any obligation for money borrowed in connection with this Sublease, including, without limitation, Mortgages, or any obligation under notes payable or drafts accepted, or any obligation of any other agreement, term or condition contained in any indenture or agreement under which any such obligation is created, guaranteed or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; or

(v) If TowerCo becomes insolvent as defined in the Uniform Commercial Code under the Laws applicable to this Sublease or any Site or makes an assignment for the benefit of creditors; or if any action is brought by TowerCo seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if TowerCo commences a voluntary proceeding under the Federal Bankruptcy Code; or if any reorganization or arrangement proceeding is instituted by TowerCo for the settlement, readjustment, composition or extension of any of its debts upon any terms; or if any action or petition is otherwise brought by TowerCo seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or if any action is brought against TowerCo seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by TowerCo or is not dismissed within ninety (90) days after the date upon which it was instituted; or if any proceeding under the Federal Bankruptcy Code is instituted against TowerCo and (1) an order for relief is entered in such proceeding, or (2) such proceeding is consented to or acquiesced in by TowerCo or is not dismissed within ninety (90) days after the date upon which it was instituted; or if any reorganization or arrangement proceeding is instituted against TowerCo for the settlement, readjustment, composition or extension of any of its debts upon any terms, and such proceeding is consented to or acquiesced in by TowerCo or is not dismissed within ninety (90) days after the date upon which it was instituted; or if any action or petition is otherwise brought against TowerCo seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by TowerCo or is not dismissed within thirty (30) days after the date upon which it was brought.

(e) Upon the occurrence of any event of default by TowerCo under Section 31(d) or Section 12(c) in respect of any Site, BMI may terminate this Sublease as to the applicable Site by giving TowerCo written notice of termination, and this Sublease shall be terminated as to such Site, at the time designated by BMI in its notice of termination to TowerCo, unless otherwise provided herein. Upon the occurrence of unwaived events of default (whether of the same or different types) by TowerCo under Section 31(d) in respect of more than fifty (50) Total Sites during any consecutive five (5) year period, BMI may terminate this Sublease as to all Sites, by giving TowerCo written notice of termination, and this Sublease shall be terminated as to all Sites at the time designated by BMI in its notice of termination to TowerCo.

(f) BMI's pursuit of any remedy or remedies provided in this Sublease, including without limitation Section 31(e), or any remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination, including, without limitation, (i) specific performance or other equitable remedies; (ii) money damages arising out of such default; (iii) BMI may exercise the Withdrawal Right as to any Site immediately and without further act, pursuant to Section 10; or (iv) BMI may perform, on behalf of TowerCo, TowerCo's obligations under the terms of this Sublease pursuant to Section 30, in which event BMI shall have the right to set off all Reimbursable Maintenance Expenses against the Site Payment BMI is required to make. If the amount of Reimbursable Maintenance Expenses exceeds the Site Payment payable by BMI hereunder and TowerCo does not reimburse BMI the full amount of such excess within ten (10) days following BMI's written demand therefor, BMI may terminate this Sublease in respect of all or any of the Sites pursuant to Section 31(e).

(g) A Party's pursuit of any one or more of the remedies provided in this Sublease shall not constitute an election of remedies excluding the election of another remedy or other remedies, or a forfeiture or waiver of any Site Payment, Rent or other amounts payable under this Sublease as to the applicable Site by such Party or waiver of any relief or damages or other sums accruing to such Party by reason of the other Party's failure to fully and completely keep, observe, perform, satisfy and comply with all of the agreements, terms, covenants, conditions, requirements, provisions and restrictions of this Sublease. TowerCo shall be entitled to injunctive relief and reasonable attorneys' fees and costs in respect of any event of default by BMI under Section 3(h). Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other parties for indirect, incidental, special or consequential damages, including but not limited to lost profits, however arising, even if a Party has been advised of the possibility of such damages.

(h) Either Party's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. No waiver by either Party of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of either Party to pursue or exercise any of its powers, rights or remedies or to insist upon strict and exact compliance by the other Party with any agreement, term, covenant, condition, requirement, provision or restriction of this Sublease, and no custom or practice at variance with the terms of this Sublease, shall constitute a waiver by

either Party of the right to demand strict and exact compliance with the terms and conditions of this Sublease.

(i) Notwithstanding the foregoing, no event of default shall be deemed to have occurred in respect of BMI under Section 31(a)(iii) or in respect of TowerCo under Section 31(d)(iii), if the other Party gives notice after one (1) year following:

(i) the applicable Site Commencement Date in the case of a representation or warranty made under this Sublease or the applicable Site Designation Supplement, as to any Site;

(ii) the date hereof, in the case of any other representation or warranty made under this Sublease; or

(iii) in the case of representation or warranty made under the Agreement to Sublease, as provided therein.

32. Quiet Enjoyment. TowerCo shall, subject to the terms and

conditions of this Sublease, peaceably and quietly hold and enjoy the Subleased Property of each Site during the Term without hindrance or interruption from BMI, so long as TowerCo fully and completely keeps, observes, performs, satisfies and complies with all of the agreements, terms, covenants and conditions, requirements, provisions and restrictions of this Sublease to be kept, observed, performed, satisfied and complied with by TowerCo and pays all Rent and other amounts required to be paid by TowerCo under this Sublease and any other agreements between BMI and TowerCo.

33. No Merger. There shall be no merger of this Sublease or the

subleasehold interest or estate created by this Sublease in any Site with the superior estate held by the Lessor thereof, by reason of the fact that the same person or entity may acquire, own or hold, directly or indirectly, both the subleasehold interest or estate created by this Sublease in any Site and such superior estate; and this Sublease shall not be terminated, in whole or as to any Site, except as expressly provided herein.

34. Broker and Commission.

(a) All negotiations in connection with this Sublease have been conducted by and between TowerCo and BMI without the intervention of any person or other Party as agent or broker.

(b) TowerCo and BMI warrant and represent to each other that there are no broker's commissions or fees payable in connection with this Sublease by reason of their respective dealings, negotiations or communications. TowerCo and BMI shall, and do hereby indemnify, defend and hold harmless each other from and against the Claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications in connection with this Sublease.

35. Recording of Site Designation Supplement. Subject to the

applicable provisions of the Agreement to Sublease, upon the execution of this Sublease, TowerCo shall, at its cost and expense (i) cause the Ground Leases or memorandum of Ground Leases for the Sites to be filed in the appropriate County property records, unless such Ground Leases expressly prohibit such recording; and (ii) promptly following the execution of each Site Designation Supplement for any Site, cause such Site Designation Supplement to be filed in the appropriate County property records.

(b) In addition to and not in limitation of any other provision of this Sublease, the Parties shall have the right to review and make corrections, if necessary, to any and all exhibits to the Site Designation Supplements after the date hereof. After making such corrections, TowerCo shall re-record any such Site Designation Supplements to reflect such corrections, if requested by BMI or BMI Affiliate. The Parties shall cooperate with each other to cause changes to be made in the documentation for any Site, and in the Site Designation Supplement for such Site, if such changes are requested by BMI or BMI Affiliate to evidence any permitted changes in the description of the Reserved Space respecting such Site, including, without limitation changes in BMI's or such BMI Affiliate's antennas or other parts of its Communications Facility at such Site. In addition to and not in limitation of the foregoing, BMI or any BMI Affiliate shall have the right, at its sole expense, to cause any amendment to a Site Designation Supplement to be recorded, including without limitation in connection with such changes.

36. Compliance with Specific FCC Regulations.

(a) TowerCo understands and acknowledges that Space Subtenants are engaged in the business of operating communications equipment, including, without limitation, Communications Equipment at each Site. The Communications Equipment is subject to the regulations of the FCC, including without limitation regulations regarding exposure by workers and members of the public to the radio frequency emissions generated by BMI's Communications Equipment. TowerCo acknowledges that such regulations prescribe the permissible exposure levels to emissions from the Communications Equipment which can generally be met by maintaining safe distances from such Communications Equipment. In order to comply with such regulations, TowerCo shall install, or cause the Space Subtenants to install, at its or their expense, such marking, signage or barriers to restrict access to any Subleased Property of each Site as TowerCo deems necessary in order to comply with the applicable FCC regulations. TowerCo further agrees to post, or to cause the Space Subtenants to post, prominent signage at all points of entry to the Subleased Property of each Site containing instructions as to any potential risk of exposure and methods for minimizing such risk. TowerCo shall cooperate in good faith with BMI to minimize any confusion or unnecessary duplication that could result in similar signage being posted with respect to any of BMI's transmission equipment at or near any Site in respect of any Reserved Space on such Site.

(b) TowerCo further agrees to alert all personnel working at or near each Site, including TowerCo's maintenance and inspection personnel, to heed all of TowerCo's or Space Subtenant's signage or restrictions with respect to the Subleased Property of a Site, to maintain the prescribed distance from the Communications Equipment, and to otherwise follow the posted instructions. TowerCo further agrees to alert each Space Subtenant in advance of any repair or

maintenance work to be performance on any Site which would require work in closer proximity to the Subleased Property than prescribed by the signage or restrictions.

(c) TowerCo agrees to cooperate with each Space Subtenant on a going-forward basis with respect to each Site in order to insure that such Space Subtenant complies with the applicable FCC regulations.

(d) BMI acknowledges and agrees that its Communications Equipment at each Site is subject to the regulations of the FCC, including without limitation regulations regarding exposure by workers and members of the public to the radio frequency emissions generated by BMI's Communications Equipment. BMI acknowledges that such regulations prescribe the permissible exposure levels to emissions from its Communications Equipment which can generally be met by maintaining safe distances from such Communications Equipment. BMI shall cooperate in good faith with TowerCo to minimize any confusion or unnecessary duplication that could result in similar signage being posted with respect to any of BMI's transmission equipment at or near any Site in respect of any Reserved Space on such Site.

(e) BMI further agrees to alert all personnel working at or near each Site, including BMI's maintenance and inspection personnel, to maintain the prescribed distance from the Communications Equipment, and to otherwise follow the posted instructions of TowerCo.

37. CCIC's Guaranty.

(a) CCIC unconditionally guarantees to BMI the full and timely payment and performance and observance of all of the terms, provisions, covenants and obligations of TowerCo under this Sublease and each Site Designation Supplement (the "Obligations"). CCIC agrees that if TowerCo defaults at any time during the Term of this Sublease and any Site Designation Supplement in the performance of any of the Obligations, CCIC shall faithfully perform and fulfill all Obligations and shall pay to BMI all attorneys' fees, court costs, and other expenses, costs and disbursements incurred by BMI on account of any default by TowerCo and on account of the enforcement of this guaranty.

(b) If TowerCo defaults under this Sublease or any Site Designation Supplement, and BMI elects to enforce the provisions of this Section 37, BMI shall promptly give CCIC written notice thereof, which notice shall constitute an exercise of BMI's rights against CCIC pursuant to this Section 37. Following the receipt of such notice by CCIC, CCIC shall have the same period of time as is afforded to TowerCo under this Sublease or the applicable Site Designation Supplement to cure such default, but no such cure period shall diminish the obligations of CCIC under this Section 37.

(c) This guaranty obligation of CCIC shall be enforceable by BMI in an action against CCIC without the necessity of any suit, action, or proceedings by BMI of any kind or nature whatsoever against TowerCo, without the necessity of any notice to CCIC of TowerCo's default or breach under this Sublease or the applicable Site Designation Supplement, and without the necessity of any other notice or demand to CCIC to which CCIC might otherwise be entitled, all of which notices CCIC hereby expressly waives. CCIC hereby agrees that the validity of this guaranty and the obligations of CCIC hereunder shall not be terminated,

affected, diminished, or impaired by reason of the assertion or the failure to assert by BMI against TowerCo any of the rights or remedies reserved to BMI pursuant to the provisions of this Sublease or the applicable Site Designation Supplement or any other remedy or right which BMI may have at law or in equity or otherwise.

(d) CCIC covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of CCIC hereunder shall not be affected, modified, or diminished by reason of any assignment, renewal, modification or extension of this Sublease and any Site Designation Supplement or any modification or waiver of or change in any of the covenants and terms of this Sublease or any Site Designation Supplement by agreement of BMI and TowerCo, or by any unilateral action of either BMI or TowerCo, or by an extension of time that may be granted by BMI to TowerCo or any indulgence of any kind granted to TowerCo, or any dealings or transactions occurring between BMI and TowerCo, including, without limitation, any adjustment, compromise, settlement, accord and satisfaction, or release, or any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership, or trusteeship affecting TowerCo. CCIC does hereby expressly waive any suretyship defense it may have by virtue of any statute, law, or ordinance of any state or other governmental authority.

(e) All of BMI's' rights and remedies under this guaranty are intended to be distinct, separate, and cumulative and no such right and remedy herein is intended to be the exclusion of or a waiver of any other.

(f) CCIC hereby waives presentment, demand for performance, notice of nonperformance, protest, notice of protest, notice of dishonor, and notice of acceptance. CCIC further waives any right to require that an action be brought against TowerCo or any other person or to require that resort be had by BMI to any security held by BMI.

38. General Provisions.

(a) Notices. Whenever any notice, demand or request is required or

permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each Party set forth below their respective executions hereof, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the Party to whom addressed on the date of hand

delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

If to TowerCo:

Crown Castle South Inc.
375 Southpointe Blvd.
Cannonsburg, PA 15317
Facsimile No.: (724) 416-2468
Attention: General Counsel

with a copy to:

Sittig, Cortese & Wratcher
1515 Frick Building
Pittsburgh, PA 15219
Facsimile No.: (412) 402-4011
Attention: William R. Sittig, Jr.

If to CCIC:

Crown Castle International Corp.
510 Bering Drive, Suite 500
Houston, Texas 77057
Facsimile No.: 713-570-3150
Attention: Chief Executive Officer
General Counsel

If to BMI or BMI Affiliate:

BellSouth Mobility Inc
1100 Peachtree Street, NE, Real Estate
Atlanta, GA 30367
Facsimile No.: (404) 249-0922
Attention.: Kerwin Gray, Esq.

with a copy to:

BellSouth Corporation.
1155 Peachtree Street, NE, 18th Floor
Atlanta, GA 30309
Facsimile No.: (404) 249-2629
Attention: E. John Wheelchel, Esq.

with a copy to:

Cravath, Swaine & Moore
825 Eighth Avenue, Worldwide Plaza
New York, New York 10019-7475
Facsimile No.: (212) 474-3700
Attention: Stephen L. Burns

(b) Facsimile as Writing. The Parties expressly acknowledge and

agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be "written" and a "writing" for all purposes of this Sublease.

(c) Binding Effect. This Sublease shall be binding upon and

enforceable against, and shall inure to the benefit of, the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

(d) Headings. The use of headings, captions and numbers in this

Sublease is solely for the convenience of identifying and indexing the various provisions in this Sublease and shall in no event be considered otherwise in construing or interpreting any provision in this Sublease.

(e) Arbitration. (i) Any and all disputes arising out of or in

connection with the negotiation, execution, interpretation, performance or nonperformance of this Sublease (other than the payment of moneys) shall be solely and finally settled by arbitration which shall be

conducted in Washington DC, in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the "Rules") as promulgated from time to time by the CPR Institute for Dispute Resolution in New York, New York (the "CPR"), by a panel of three arbitrators selected by the CPR in accordance with the Rules (the "Arbitrators"). The Arbitrators shall be lawyers experienced in real estate and corporate transactions in the tower industry and shall not have been employed by or affiliated with any of the Parties or their Affiliates. The Parties hereby renounce all recourse to litigation and agree that the award of the Arbitrators shall be final and subject to no judicial review; provided

however, that neither the provisions of this Section 38(e) nor the recourse to

arbitration, shall prejudice the right of any Party to apply to any court of ordinary jurisdiction for the request of temporary or permanent injunctive or similar judicial relief. A written transcript shall be kept of all proceedings. The Arbitrators shall decide the issues submitted to them, in writing, stating the reasons for their decision, in accordance with: (A) the provisions and purposes of this Sublease; and (B) the laws of the State of Georgia (without regard to its conflicts of laws rules).

(ii) The parties agree to facilitate the arbitration by: (A) making available to one another and to the Arbitrators for examination, inspection and extraction all documents, books, records and personnel under their control if determined by the Arbitrators to be relevant to the dispute; (B) conducting arbitration hearings to the greatest extent possible on successive days; and (C) observing strictly the time periods established by the Rules or by the Arbitrators for submission of evidence or briefs.

(iii) Judgment on the award of the Arbitrators may be entered in any court having jurisdiction over the Party against which enforcement of the award is being sought. The Arbitrators are expressly authorized to enter orders of interim or provisional relief each of which may be enforced as a final award. The Arbitrators shall divide all costs (other than fees of counsel) incurred in conducting the arbitration in their final award in accordance with what they deem just and equitable under the circumstances.

(f) Exhibits. Each and every exhibit referred to or otherwise

mentioned in this Sublease is attached to this Sublease and is and shall be construed to be made a part of this Sublease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(g) Defined Terms. Capitalized terms used in this Sublease shall

have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(h) Pronouns. Wherever appropriate in this Sublease, personal

pronouns shall be deemed to include the other genders and the singular to include the plural.

(i) Severability. If any term, covenant, condition or provision of

this Sublease, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Sublease or the

application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(j) Non-Waiver. Failure by any Party to complain of any action, non-

action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(k) Rights Cumulative. All rights, remedies, powers and privileges

conferred under this Sublease on the Parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

(l) Time of Essence. Time is of the essence of this Sublease.

Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Sublease. If any date set forth in this Sublease shall fall on, or any time period set forth in this Sublease shall expire on, a day which is a Saturday, Sunday or federal holiday, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Sublease or any deadline under this Sublease shall be the specified day or date, and shall include the period of time through and including such specified day or date.

(m) Applicable Law. This Sublease shall be governed by, construed

under and interpreted and enforced in accordance with the laws of the State of Georgia, without regard of conflicts of law.

(n) Entire Agreement. This Sublease contains the entire agreement of

the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Sublease shall be of no force or effect.

(o) Modifications. This Sublease shall not be modified or amended in

any respect except by a written agreement executed by the Parties in the same manner as this Sublease is executed.

(p) Counterparts. This Sublease may be executed in several

counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(q) Attorneys' Fees. In the event of any litigation arising under or

in connection with this Sublease, the prevailing Party shall be entitled to recover from the other Party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing Party.

(r) Authority. Each Party hereto warrants and represents that such

Party has full and complete authority to enter into this Sublease and each individual executing this Sublease on behalf of a Party warrants and represents that he has been fully authorized to execute this Sublease on behalf of such Party and that such Party is bound by the signature of such representative.

(s) Counsel. Each Party hereto warrants and represents that such

Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Sublease and has had ample opportunity to read, review, and understand the provisions of this Sublease.

(u) No Construction Against Preparer. No provision of this Sublease

shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

(v) Power of Attorney by BMI Affiliates; Authorization. (i) BMI

Affiliates and each of them, hereby irrevocably constitute and appoint BMI (the "Agent") as their agent to modify, amend or otherwise change this Sublease, any Site Designation Supplement or any of their respective terms or provisions, to take all actions and to execute all documents necessary or desirable to effect the terms of this Sublease, and to take all actions and to execution all documents which may be necessary or desirable in connection therewith, to give and receive consents and all notices hereunder, to negotiate and settle Claims for indemnification, and to perform any other act arising under or pertaining to the Sublease and the Site Designation Supplements. BMI Affiliates, and each of them, agree that service of process upon the Agent in any action or proceeding arising under or pertaining to the Sublease shall be deemed to be valid service of process upon BMI Affiliates, and any claim by TowerCo against BMI Affiliates, or any of them, in respect to the Sublease may be asserted against, and settled with, the Agent. The Agent shall be deemed to have accepted the appointment herein upon its execution of this Sublease.

(ii) Nothing contained herein shall be deemed to make the Agent liable to BMI Affiliates because of service in its capacity as agent. In performing any of its duties hereunder, the Agent shall not incur any liability to BMI Affiliates for losses, damages, Liabilities or expenses, except for its fraud, willful default or gross negligence.

(iii) It is expressly understood and agreed that this power of attorney and the agency created hereby is coupled with an interest of the respective Parties hereto and shall be binding and enforceable on and against the respective successors and assigns of BMI Affiliates, and each of them, and this power of attorney shall not be revoked or terminated and shall continue to be binding and enforceable in the manner provided herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Sublease to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

TOWERCO:

CROWN CASTLE SOUTH INC.

By: /s/ Kathy Broussard

Name: Kathy Broussard

Title: Vice President

BMI:

BELLSOUTH MOBILITY INC, for itself,
and for certain of its Affiliates, as
indicated in Exhibit D hereto

By: /s/ Joel L. A. Peterson

Name: Joel L. A. Peterson

Title: AVP

CCIC:

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ Kathy Broussard

Name: Kathy Broussard

Title: Vice President

[Signatures continued on next page]

[Signatures continued from previous page]

BMI AFFILIATES

WESTEL-INDIANAPOLIS COMPANY

INDIANA CELLULAR CORPORATION

By: /s/ Joel L. A. Peterson

Name: Joel L. A. Peterson
Assistant Vice President

By: /s/ Joel L. A. Peterson

Name: Joel L. A. Peterson
Assistant Vice President

KENTUCKY CGSA, INC.

WESTEL-MILWAUKEE COMPANY, INC.

By: /s/ Joel L. A. Peterson

Name: Joel L. A. Peterson
Assistant Vice President

By: /s/ Joel L. A. Peterson

Name: Joel L. A. Peterson
Assistant Vice President

TERRE HAUTE CELLULAR TELEPHONE
COMPANY, INC.

MUNCIE CELLULAR TELEPHONE
COMPANY, INC.

By: /s/ Joel L. A. Peterson

Name: Joel L. A. Peterson
Assistant Vice President

By: /s/ Joel L. A. Peterson

Name: Joel L. A. Peterson
Assistant Vice President

SCHEDULE 15
INTERFERENCE STUDY PROCEDURES

EXHIBIT A

LIST OF INITIAL SITES

see attached for the Initial Closing (as defined in the Agreement to Sublease)

to be modified at each Closing to reflect Sites added at each

Closing pursuant to the Closing Schedule

Schedule A
to
Exhibit A (List of Sites)

Existing or Future Contractual Arrangements

EXHIBIT B
FORM OF SITE DESIGNATION SUPPLEMENT

EXHIBIT C

SITE MAINTENANCE OBLIGATIONS

EXHIBIT D

BMI AFFILIATES BOUND BY THE SUBLEASE

EXHIBIT E

STANDARD PROCEDURES

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT is made and entered into this 1st day of June, 1999, by and between BELLSOUTH MOBILITY INC, a Georgia corporation ("BMI"), and CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation ("COMPANY").

RECITALS:

WHEREAS, this Agreement is made pursuant to that certain Agreement to Sublease dated as of the date hereof (the "Agreement to Sublease"), among BMI, Company, BellSouth Telecommunications, Inc., Crown Castle South Inc. and certain transferring entities.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

SECTION 1. Certain Definitions.

(a) As used herein, the following terms shall have the following respective meanings:

"BAM Registration Rights" shall mean the registration rights granted in respect of the BAM Shares.

"BAM Shares" shall mean the shares of common stock of Crown Castle International Corp. initially issued pursuant to Formation Agreement dated as of December 8, 1998 and that constitute Registrable Shares as that term is defined in the registration rights granted in respect of such shares in such Formation Agreement.

"Commission" shall mean the U.S. Securities and Exchange Commission.

The terms "register," "registered" and "registration" refer to a resale registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

"Registrable Shares" shall mean those shares that are (a) (i) issued to BMI, any Transferring Entity (as defined in the Agreement to Sublease) or any BMI Affiliate (as defined in the Agreement to Sublease) pursuant to the Agreement to Sublease (the "BellSouth Shares") and (ii) any securities issued or issuable in respect of BellSouth

Shares upon any stock split, stock dividend, distribution, reorganization, merger, consolidation, consideration, exchange, recapitalization or other similar event occurring following the date of the Agreement and (b) "restricted securities" as defined in rule 144(a) (3) under the Securities Act.

"Registration Expenses" shall mean all expenses, other than Selling Expenses, incurred by Company in complying with Sections 2, 3 and 4 hereof, including without limitation, all registration and filing fees, listing fees, printing expenses, fees and disbursements of counsel and independent public accountants for Company, fees and expenses (including counsel fees) incurred in connection with complying with state securities or "blue sky" laws, fees of the National Association of Securities Dealers, Inc., transfer taxes, fees of transfer agents and registrars, costs of insurance and fees and disbursements of one counsel for the sellers of Registrable Shares.

"Stockholders" shall mean those individuals and entities listed in Schedule I to the Stockholders Agreement.

"Selling Expenses" shall mean all underwriting discounts and selling commissions applicable to the Registrable Securities registered pursuant to Sections 2, 3 and 4 hereof and, except for the fees and disbursements of one counsel as included in Registration Expenses, the costs of any counsel retained by or on behalf of the holders of such Registrable Securities.

"Stockholders Agreement" shall mean the Stockholders Agreement dated as of the 21st of August, 1998 among Company and each of the Stockholders listed in Schedule I thereto.

SECTION 2. "Piggy-Back" Registration. If Company at any time proposes to

register any of its securities under the Securities Act for sale to the public, whether for its own account or for the account of other security holders or both (except with respect to registration statements on Forms S-4, S-8 or any successor or similar forms thereto and other than pursuant to a registration under Section 3), each such time it will give written notice to all holders of outstanding Registrable Shares of its intention to do so. Upon the written request of any such holder, received by Company within twenty (20) days after the giving of any such notice by Company, to register any of its Registrable Shares, Company will, except as provided below, cause the Registrable Shares as to which registration shall have been so requested to be included in the securities to be covered by the registration statement proposed to be filed by Company, all to the extent requisite to permit the sale or other disposition by the holder of such Registrable Shares so registered. In the event that any registration pursuant to this Section 2 shall be, in whole or in part, an underwritten public offering of securities, the number of securities to be included in such an underwriting may be reduced if and to the extent that the managing underwriter shall be of the opinion that such inclusion would adversely affect the marketing of the securities to be sold therein as follows: First, all persons (other than Company, the requesting holders of Registrable Shares, the requesting holders of BAM Shares and the requesting

Stockholders) who have requested shares to be registered shall be reduced in the manner provided by Company. In the event that the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters, then the number of shares shall be further reduced pro rata among the requesting holders of Registrable Shares according to the number of shares requested by each such holder to be registered. In the event the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters then the number of shares shall be reduced among the requesting holders of BAM Shares in accordance with the BAM Registration Rights. In the event the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters then the number of shares shall be reduced among the requesting Stockholders in accordance with Article IV of the Stockholders Agreement. Notwithstanding the foregoing provisions, Company may withdraw any registration statement referred to in this Section 2 without thereby incurring any liability to the holders of Registrable Shares. There shall be no limit to the number of registrations of Registrable Shares which may be effected under this Section 2.

SECTION 3. Demand Registration.

(a) The holders of the Registrable Shares at any time after the date of the Agreement and prior to the time Company is eligible to file a registration statement on Form S-3 or similar short-form registration, may request Company to register under the Securities Act all or a portion of the Registrable Shares held by them for sale in the manner specified in such notice; provided that (i) the reasonably anticipated aggregate net proceeds to the sellers from such public offering would exceed \$30,000,000 and (ii) subject to Section 3(c), no such request may be made more than once every nine months. Notwithstanding anything to the contrary herein, no request may be made under this Section 3 within 90 days after the effective date of a registration statement filed by Company covering a firm commitment underwritten public offering in which the holders of Registrable Shares shall have been entitled to join pursuant to Section 2 and in which there shall have been effectively registered all Registrable Shares as to which registration shall have been requested. Company shall be obligated to register the Registrable Shares pursuant to this Section 3(a) on three (3) occasions only; provided, however, that such obligations shall be deemed satisfied only when a registration statement covering all of the Registrable Shares specified in the notices received as aforesaid, for sale in accordance with the method of disposition specified by the requesting holders, shall have become effective and, if such method of disposition is a firm commitment underwritten public offering, all such shares shall have been sold pursuant thereto unless any such registration statement does not become effective due to the withdrawal of 66 2/3% of the Registrable Shares to be registered. Notwithstanding the foregoing, in the event Company is entitled to use Form S-3 or similar short-form registration but later is unable to do so, then to the extent the holders have not exercised their three demand rights under this Section 3(a), they shall be eligible to do so under this Section 3(a) until such time as Company again is entitled to use Form S-3 or similar short-form registration.

(b) Following receipt of any notice under this Section 3, Company shall immediately notify all holders of Registrable Shares from whom notice has not been received that a request for registration pursuant to Section 3(a) has been received and shall use its best efforts to register under the Securities Act, for public sale in accordance with the method of disposition specified in such notice from the requesting holders, the number of shares of Registrable Shares specified in such notice (and in all notices received by Company from other holders within twenty (20) days after the giving of such notice by Company). If such method of disposition shall be an underwritten public offering, the holders of a majority of the Registrable Shares to be sold in such offering may designate the managing underwriter of such offering, subject to the approval of Company, which approval shall not be unreasonably withheld or delayed.

(c) Company shall be entitled to include in any registration statement referred to in this Section 3, for sale in accordance with the method of disposition specified by the requesting holders, shares of Company's securities to be sold by Company for its own account, and shares of any other person having registration rights with respect to Company's securities except as and to the extent that, in the opinion of the managing underwriter (if such method of disposition shall be an underwritten public offering), such inclusion would adversely affect the marketing of the Registrable Shares to be sold, then the number of shares to be registered and sold shall be reduced as follows: First, the shares of Company securities requested to be registered by shareholders with "piggyback" or other registration rights (other than the Stockholders, the holders of BAM Shares and the holders of the Registrable Shares) shall be reduced at the direction of Company in accordance with the opinions of the underwriters participating in the public offering. In the event that the elimination of all of such shares is not sufficient to reduce the number of shares of Company's securities to be registered to the number recommended by the underwriters, then the number of shares to be registered by Company shall then be reduced. In the event that the number of shares requested to be registered after such reduction shall still be in excess of the number of shares requested to be registered by the underwriters, then the number of shares of Registrable Shares shall be reduced pro rata according to the number of shares requested by each such holder to be registered. In the event the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters, then the number of shares shall be reduced among the requesting holders of BAM Shares in accordance with the BAM Registration Rights. In the event the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters, then the number of shares shall be reduced among the requesting Stockholders in accordance with Article IV of the Stockholders Agreement. In the event the number of shares requested to be registered by the holders of Registrable Shares under this Section 3 is reduced to any extent as a result of this Section 3(c), then (i) the holders of Registrable Shares shall not be deemed to have exercised a demand right pursuant to this Section 3, (ii) the holders of Registrable Shares shall be entitled to make another request to register all or a portion of the Registrable Shares at anytime after 30 days after the date of the initial request and (iii) Company shall

use its reasonable best efforts to file a registration statement pursuant to a request made under (ii) above as promptly as possible. Except as provided in this Section 3 and except for registration statements on Forms S-4, S-8 or any successor or similar forms thereto and except for a registration statement being filed as a result of a request made pursuant to the foregoing sentence, Company will not file with the Commission any other registration statement with respect to its equity securities, whether for its own account or that of other stockholders, from the date of receipt of a notice from requesting holders pursuant to this Section 3 until ninety (90) days after the commencement of the public offering of the Registrable Shares covered by the registration statement requested pursuant to this Section 3.

SECTION 4. Registration on Form S-3. The holders of Registrable Shares

may request at any time that Company file a registration statement on Form S-3 or any successor form thereto for a public offering of all or any portion of the Registrable Shares provided that (i) the reasonably anticipated aggregate price to the public of the Registrable Shares to be offered would exceed \$30,000,000 (or such lower amount in the case of a request by the holder to register the balance of the Registrable Shares), and (ii) Company is a registrant entitled to use Form S-3 or any successor thereto to register such Registrable Shares. Promptly following receipt of any notice under this Section 4, Company shall use its best efforts to register under the Securities Act on Form S-3 or any successor form thereto, for public sale in accordance with the method of disposition specified in such notice, the number of shares of Registrable Shares specified in such notice. Whenever Company is required by this Section 4 to use its best efforts to effect the registration of Registrable Shares, each of the procedures and requirements of Section 3 and 5 (including but not limited to the requirement that Company notify all holders of Registrable Shares from whom notice has not been received and provide them with the opportunity to participate in the offering, subject to the priority provisions set forth therein) shall apply to such registration. There is no limit on the number of requests that can be made pursuant to this Section 4, subject to such requests meeting the requirements set forth above.

SECTION 5. Registration Procedures. If and whenever Company is required

by the provisions of Sections 2, 3 or 4 to use its best efforts to effect the registration of any Registrable Shares under the Securities Act, Company will, as expeditiously as possible:

(a) prepare and file with the Commission a registration statement with respect to such securities, which in the case of Section 3 shall be on Form S-1 or other available form satisfactory to the holders with respect to such securities, and cause such registration statement to become and remain effective for the period specified in Section 5(i);

(b) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for the period specified in paragraph (i) below and comply with the provisions of the Securities Act with

respect to the disposition of all Registrable Shares covered by such registration statement in accordance with the sellers' intended method of disposition set forth in such registration statement for such period;

(c) furnish to each seller of Registrable Shares and to each underwriter such number of copies of the registration statement and the prospectus included therein (including each preliminary prospectus) as such persons reasonably may request in order to facilitate the public sale or other disposition of the Registrable Shares covered by such registration statement;

(d) use its best efforts to register or qualify the Registrable Shares covered by such registration statement under the securities or "blue sky" laws of such jurisdictions as the sellers of Registrable Shares or, in the case of an underwritten public offering, the managing underwriter reasonably shall request; provided, however, that Company shall not for any such purpose be required to qualify generally to transact business as a foreign corporation in any jurisdiction where it is not so qualified or to consent to general service of process in any such jurisdiction;

(e) use its best efforts to list the Registrable Shares covered by such registration statement with any securities exchange or market on which the securities of Company, if applicable, is then listed or quoted or, if the Registrable Shares are not then listed on a securities exchange, and if the NASD is reasonably likely to permit the inclusion of the Registrable Shares on NASDAQ, use its best efforts to facilitate the inclusion of the Registrable Shares on NASDAQ;

(f) immediately notify each seller of Registrable Shares and each underwriter under such registration statement, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event of which Company has knowledge as a result of which the prospectus contained in such registration statement, as then in effect, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(g) at the request of any seller of Registrable Shares, use its best efforts to furnish on the date that Registrable Shares are delivered to the underwriters for sale pursuant to such registration: (i) an opinion dated such date of counsel representing Company for the purposes of such registration, addressed to the underwriters and to such seller, stating that such registration statement has become effective under the Securities Act and that (A) to the best knowledge of such counsel, no stop order suspending the effectiveness thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Securities Act, (B) the registration statement, the related prospectus and each amendment or supplement thereto comply as to form in all material respects with the requirements of the Securities Act (except that such counsel need not express any opinion as to financial statements contained therein) and (C) to such other effects as reasonably may be requested by counsel for the underwriters or by

such seller or its counsel and (ii) a letter dated such date from the independent public accountants retained by Company, addressed to the underwriters and to such seller, stating that they are independent public accountants within the meaning of the Securities Act and that, in the opinion of such accountants, the financial statements of Company included in the registration statement or the prospectus, or any amendment or supplement thereof, comply as to form in all material respects with the applicable accounting requirements of the Securities Act, and such letter shall additionally cover such other financial matters (including information as to the period ending no more than five (5) business days prior to the date of such letter) with respect to such registration as such underwriters reasonably may request;

(h) (i) make available for inspection by each seller of Registrable Shares, any underwriter participating in any distribution pursuant to such registration statement, and any attorney, accountant or other agent retained by such seller or underwriter, all financial and other records, pertinent corporate documents and properties of Company, (ii) cause Company's officers, directors and employees to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement and (iii) provide each seller and its counsel with the opportunity to participate in the preparation of such registration statement;

(i) with respect to any registration statement pursuant to which Registrable Shares are to be sold pursuant to Sections 2, 3 or 4, Company shall use its best efforts to cause such registration statement to become and remain effective for one hundred and eighty (180) days;

(j) notify each seller of Registrable Shares and each underwriter, if any, promptly, (i) of any request by the Commission for amendments or post-effective amendments to the registration statement or supplements to the prospectus or for additional information, (ii) of the issuance by the Commission of any stop order suspending the effectiveness of the registration statement or the initiation or threatening of any proceeding for such purpose, or (iii) of the receipt by Company of any notification with respect to the suspension of the qualification of the Registrable Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(k) use its best efforts to obtain the withdrawal of any order suspending the effectiveness of the registration statement or any qualification referred to in paragraphs (j) (ii) and (j) (iii) at the earliest possible moment;

(l) if any event contemplated by paragraph (f) shall exist, subject to Section 10, prepare and furnish to such sellers a post-effective amendment to the registration statement or supplement to the prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchaser of the Registrable Shares, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein

or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(m) not later than the effective date of the registration statement, provide a CUSIP number for all Registrable Shares and provide the applicable transfer agent or agents with printed certificates or instruments for the Registrable Shares which are in a form eligible for deposit with Depository Trust Company or other transferee and otherwise meeting the requirements of any securities exchange or other trading market on which such Registrable Shares are listed or traded; and

(n) enter into such agreements and take such other actions as the sellers of Registrable Shares and the underwriters reasonably request in order to expedite or facilitate the disposition of such Registrable Shares including, without limitation, preparing for and participating in, such number of "road shows" and all such other customary selling efforts as the underwriters reasonably request in order to expedite or facilitate such disposition. In connection with each registration hereunder, the sellers of Registrable Shares will furnish to Company in writing such information with respect to themselves and the proposed distribution by them as shall be reasonably necessary in order to assure compliance with Federal and applicable state securities laws. In connection with each registration pursuant to Sections 2, 3 or 4 covering an underwritten public offering, Company and each seller agree to enter into a written agreement with the managing underwriter selected in the manner herein provided in such form and containing such provisions as are customary in the securities business for such an arrangement between such underwriter and companies of Company's size and investment stature (it being understood that Company will not require a selling stockholder to make any representation, warranty or agreement in such agreement other than with respect to such stockholder, the ownership of such stockholder's securities being registered and such stockholder's intended method of disposition). The representations and warranties by, and the other agreements on the part of, Company to and for the benefit of the underwriters in such written agreement with the underwriters shall also be made to and for the benefit of the selling stockholders. In the event that any condition to the obligations under any such written agreement with the underwriters is not met or waived, and such failure to be met or waived is not attributable to the fault of the selling stockholders requesting a demand registration pursuant to Section 3, such request for registration shall not be deemed exercised for purposes of determining whether such registration has been effected for purposes of Section 3.

SECTION 6. Expenses. All Registration Expenses shall be borne by Company

whether or not the registration statement has become effective. All Selling Expenses shall be borne by the participating sellers in proportion to the number of shares sold by each, or by such participating sellers other than Company (except to the extent Company shall be a seller) as they may agree.

SECTION 7. Indemnification and Contribution.

(a) In the event of a registration of any of the Registrable Shares under the Securities Act pursuant to Sections 2, 3 or 4, Company will indemnify and hold harmless each seller of such Registrable Shares thereunder, each underwriter of such Registrable Shares thereunder and each other person, if any, who controls such seller or underwriter within the meaning of the Securities Act, against any losses, claims, damages or liabilities, joint or several, to which such seller, underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such Registrable Shares were registered under the Securities Act pursuant to Sections 2, 3 or 4, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each such seller, each such underwriter and each such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that Company will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished in writing by such seller, such underwriter or such controlling person specifically for use in such registration statement or prospectus.

(b) In the event of a registration of any of the Registrable Shares under the Securities Act pursuant to Sections 2, 3 or 4, each seller of such Registrable Shares thereunder, severally and not jointly, will indemnify and hold harmless Company, each person, if any, who controls Company within the meaning of the Securities Act, each officer of Company who signs the registration statement, each director of Company, each underwriter and each person who controls any underwriter within the meaning of the Securities Act, against all losses, claims, damages or liabilities, joint or several, to which Company or such officer, director, underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the registration statement under which such Registrable Shares were registered under the Securities Act pursuant to Sections 2, 3 or 4, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse Company and each such officer, director, underwriter and controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that such seller will be liable hereunder in any such case if and only to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact made in reliance upon and

in conformity with information pertaining to such seller, as such, furnished in writing to Company by such seller specifically for use in such registration statement or prospectus; and provided further, however, that the liability of each seller hereunder shall be limited to the proportion of any such loss, claim, damage, liability or expense which is equal to the proportion that the public offering price of the shares sold by such seller under such registration statement bears to the total public offering price of all securities sold thereunder, but not in any event to exceed the proceeds received by such seller from the sale of Registrable Shares covered by such registration statement.

(c) Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to such indemnified party other than under this Section 7 and shall only relieve it from any liability which it may have to such indemnified party under this Section 7 if and to the extent the indemnifying party is prejudiced by such omission. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 7 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; provided, however, that, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be reasonable defenses available to it which are different from or additional to those available to the indemnifying party or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, the indemnified party shall have the right to select a separate counsel and to assume such legal defenses and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the indemnifying party as incurred.

(d) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any indemnified party exercising rights under the Agreement, or any controlling person of any such holder, makes a claim for indemnification pursuant to this Section 7 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 7 provides for indemnification in such case, (ii) contribution under the Securities Act may be required on the part of any such selling holder or any such controlling person in circumstances for which indemnification is provided under this Section 7, or (iii) the

indemnification provided for by this Section 7 is insufficient to hold harmless an indemnified party, other than by reason of the exceptions provided therein; then, and in each such case, Company and such holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) (x) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other or (y) if the allocation provided by clause (x) above is not permitted by applicable law, or provides a lesser sum to the indemnified party than the amount hereinafter calculated, in such proportion as is appropriate to reflect not only the relative fault referred to in clause (x) above but also the relative benefits received by the indemnifying party and the indemnified party from the offering of the securities (taking into account the portion of the proceeds of the offering received by each such party) as well as the statements or omissions which resulted in such losses, claims, damages or liabilities and any other relevant equitable considerations. No holder of Registrable Shares will be required to contribute any amount in excess of the proceeds received by such holder in respect of all such Registrable Shares offered and sold by it pursuant to such registration statement and no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

SECTION 8. Changes in Common Stock; Successor. (a) If, and as often as,

there is any change in the Common Stock by way of a stock split, stock dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions hereof so that the rights and privileges granted hereby shall continue with respect to the Common Stock as so changed.

(b) If Company consolidates or merges into or with, another person or sells, assigns, conveys, transfers, leases or otherwise disposes of all or a majority of its assets to any person or group, or any person or group consolidates with, or merges into or with, Company, each holder of Registrable Shares shall, as a condition to the relevant transaction involving such person, group or successor in business, be granted by such person, group or successor in business (each a "Successor"), equivalent rights granted in hereunder.

SECTION 9. Rule 144 Reporting. With a view to making available the

benefits of certain rules and regulations of the Commission which may at any time permit the sale of Registrable Shares to the public without registration, at all times ninety (90) days after any registration statement covering a public offering of securities of Company under the Securities Act shall have become effective, Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act;

(b) use its best efforts to file with the Commission in a timely manner all reports and other documents required of Company under the Securities Act and the Exchange Act; and

(c) furnish to each holder of Registrable Shares forthwith upon request a written statement by Company as to its compliance with the reporting requirements of such Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of Company, and such other reports and documents so filed by Company as such holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such holder to sell any Registrable Shares without registration.

SECTION 10. Suspension of Registration Obligations. Except as otherwise

set forth in Section 3(c) (as the same may be applicable under Section 4) and notwithstanding the provisions of Section 5(a), (i) Company's obligation to file a registration statement, or cause such registration statement to become and remain effective (a) may be suspended on one occasion for a period not to exceed one hundred and eighty (180) days if there exists at the time material nonpublic information relating to Company which, in the reasonable opinion of Company, should not be disclosed (b) shall not apply for the period which begins seven days prior to and ends 90 days after the commencement of a public offering of securities, so long as Company has fulfilled its notice obligations under Sections 2, 3 or 4 with respect to such offering and (ii) if a public offering of securities has been previously commenced, neither the Company nor any controlling person of the Company shall commence another public offering of the securities until 90 days after the commencement of such prior offering.

SECTION 11. Other Stockholders and Registration Rights. From and after

March 5, 1999, through the date hereof, Company has not amended any registration rights agreement or grant of registration rights in effect on March 5, 1999, nor has it granted any additional demand or piggyback registration rights to any individual or entity. The Company hereby represents that, other than pursuant to the Stockholders Agreement, a letter agreement granting Robert and Barbara Crown a separate demand registration right and the BAM Registration Rights, the Company has not granted any persons any registration rights in respect of the common stock of the Company or security convertible into common stock. The Company shall not permit any additional parties to be designated as "Stockholders" under the Stockholders Agreement, except for transferees of Stockholders permitted under the Stockholders Agreement. The Company agrees that it will not enter into any registration rights with any person that include provisions designed to circumvent the provisions of these registration rights.

SECTION 12. Transferability of Registration Rights. Registration rights

conferred herein on the holders of Registrable Shares shall inure to the benefit of their successors and transferees.

SECTION 13. Withdrawals. Any holder of Registrable Shares may at any time

withdraw any request made pursuant to Section 2, 3 or 4 for registration of its Registrable Shares; provided, however, that to the extent that such withdrawal

or withdrawals result in a termination of any offering proposed to be made pursuant to Section 3 or 4, Company shall be deemed, for purposes of determining the continuing rights of holders of Registrable Shares hereunder, to have consummated such offering for purposes of Section 3 or 4 unless such holder(s) agree to (and actually do) reimburse Company for all Registration Expenses incurred by Company in connection with such terminated offering. Anything herein to the contrary notwithstanding, the provisions of this Section 13 shall not be applicable in the event that any such withdrawal(s) resulting in such termination is or are effected on account of (a) Company's failure to disclose any material fact required to be disclosed in the registration statement or any prospectus relating to such offering or (b) any material adverse change in Company, its business, assets or condition (financial or other).

SECTION 14. General Provisions.

(a) Remedies. Each holder of Registrable Shares, in addition to

being entitled to exercise all rights provided herein or granted by law, including recovery of damages, in connection with the breach by Company of its obligations to register the Registrable Shares will be entitled to specific performance of its rights under this Agreement. Company acknowledges and agrees that monetary damages would not be adequate compensation for loss incurred by reason of a breach by it of any of the provisions of this Agreement and agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

(b) Notices. Whenever any notice, demand or request is required

or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States

Mail, as the case may be. The address for any transferee of the Registrable Shares shall be the most current address given by such holder to Company in accordance with the provisions of this Section 14(b).

If to Company:

Crown Castle International Corp.
510 Bering Drive, Suite 500
Houston, Texas 77057
Facsimile No.: (713) 570-3150
Attention: Chief Executive Office
General Counsel

If to BMI:

BellSouth Mobility Inc
1100 Peachtree Street, NE, 10th Floor
Atlanta, GA 30367
Facsimile No.: (404) 249-0922
Attention: Kerwin Gray, Esq.

with a copy to:

Cravath, Swaine & Moore
825 Eighth Avenue, Worldwide Plaza
New York, New York 10019-7475
Facsimile No.: (212) 474-3700
Attention: Stephen L. Burns

with a copy to:

BellSouth Corporation
1155 Peachtree Street, NE, 18th Floor
Atlanta, GA 30309
Facsimile No.: (404) 249-2629
Attention: E. John Whelchel, Esq.

(c) Facsimile as Writing. The parties expressly acknowledge and

agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be "written" and a "writing" for all purposes of this Agreement.

(d) Binding Effect. This Agreement shall be binding upon and

enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

(e) Third Party Beneficiaries. The holders of Registrable Shares

shall be third party beneficiaries to this Agreement and shall have the right to enforce this Agreement to the extent they may deem such enforcement necessary or advisable to protect their rights or the rights of holders hereunder.

(f) Headings. The use of headings, captions and numbers in this

Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(g) Pronouns. Wherever appropriate in this Agreement, personal

pronouns shall be deemed to include the other genders and the singular to include the plural.

(h) Severability. If any term, covenant, condition or provision of

this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(i) Non-Waiver. Failure by either party to complain of any action,

non-action or breach of the other party shall not constitute a waiver of either aggrieved party's rights hereunder. Waiver by either party of any right arising from any breach of the other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(j) Rights Cumulative. All rights, remedies, powers and privileges

conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

(k) Time of Essence. Time is of the essence of this Agreement.

Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday or federal holiday, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

(l) Applicable Law. This Agreement shall be governed by, construed

under and interpreted and enforced in accordance with the laws of the State of Georgia, without regard of conflicts of law.

(m) Entire Agreement. This Agreement contains the entire agreement

of the parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.

(n) Modifications. This Agreement shall not be modified or amended

in any respect except by a written agreement executed by the parties in the same manner as this Agreement is executed.

(o) Counterparts. This Agreement may be executed in several

counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(p) Attorneys' Fees. In the event of any litigation arising under or

in connection with this Agreement, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party.

(q) Authority. Each party hereto warrants and represents that such

party has full and complete authority to enter into this Agreement and each individual executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(r) Counsel. Each party hereto warrants and represents that such

party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

(s) No Construction Against Preparer. No provision of this Agreement

shall be construed against or interpreted to the disadvantage of either party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

Company:

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ Kathy Broussard

Name: Kathy Broussard

Title: Vice President

BMI:

BELLSOUTH MOBILITY INC.

By: /s/ Joel L.A. Peterson

Name: Joel L.A. Peterson

Title: AVP
