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

FORM 10-K

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

For the fiscal year ended December 31, 2011

or

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

For the transition period from ______ to ______

Commission File Number 001-16441

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

Delaware	**76-0470458**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

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

(Address of principal executive offices) (Zip Code)

(713) 570-3000

(Registrant's telephone number, including area code)

Securities Registered Pursuant to Section 12(b) of the Act	Name of Each Exchange on Which Registered
Common Stock, $.01 par value	New York Stock Exchange
Rights to Purchase Series A Participating Cumulative Preferred Stock	New York Stock Exchange

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

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

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

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

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

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

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

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

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant was approximately $11.4 billion as of June 30, 2011, the last business day of the registrant's most recently completed second fiscal quarter, based on the New York Stock Exchange closing price on that day of $40.79 per share.

Applicable Only to Corporate Registrants

As of February 6, 2012 there were 284,470,327 shares of Common Stock outstanding.

Documents Incorporated by Reference

The information required to be furnished pursuant to Part III of this Form 10-K will be set forth in, and incorporated by reference from, the registrant's definitive proxy statement for the annual meeting of stockholders (the "2012 Proxy Statement"), which will be filed with the Securities and Exchange Commission not later than 120 days after the end of the fiscal year ended December 31, 2011.

CROWN CASTLE INTERNATIONAL CORP.

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Cautionary Language Regarding Forward-Looking Statements

This Annual Report on Form 10-K contains forward-looking statements that are based on our management's expectations as of the filing date of this report with the Securities and Exchange Commission ("SEC"). Statements that are not historical facts are hereby identified as forward-looking statements. In addition, words such as "estimate," "anticipate," "project," "plan," "intend," "believe," "expect," "likely," "predicted," and similar expressions are intended to identify forward-looking statements. Such statements include plans, projections and estimates contained in *"Item 1. Business," "Item 3. Legal Proceedings," "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations"* ("MD&A") and *"Item 7A. Quantitative and Qualitative Disclosures About Market Risk"* herein. Such forward-looking statements include (1) expectations regarding anticipated growth in the wireless communication industry, carriers' investments in their networks, new tenant additions, cancellations of customer contracts and demand for our towers and distributed antenna systems, (2) availability of cash flows and liquidity for, and plans regarding, future discretionary investments including capital expenditures, (3) anticipated growth in future revenues, margins, Adjusted EBITDA and operating cash flows, (4) expectations regarding the credit markets, our availability and cost of capital, and our ability to service our debt and comply with debt covenants, and (5) the acquisition ("WCP acquisition")of certain subsidiaries of Wireless Capital Partners, LLC ("WCP") and the anticipated closing of the NextG Networks, Inc. ("NextG") acquisition ("NextG acquisition").

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

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

PART I

Item 1. *Business*

Overview

We own, operate and lease shared wireless infrastructure, including: (1) towers and other structures, such as rooftops (collectively, "towers"), (2) distributed antenna systems ("DAS")(each such system is a network of antennas for the benefit of wireless carriers and is connected by fiber to communication hubs designed to facilitate wireless communications), and (3) interests in land under third party towers in various forms ("third party land interests") (unless the context otherwise suggests or requires, references herein to "wireless infrastructure" include towers, DAS and third party land interests). Our core business is renting space or physical capacity (collectively, "space") on our towers, DAS and, to a lesser extent, third party land interests (collectively, "site rental business") via long-term contracts in various forms, including license, sublease and lease agreements (collectively, "contracts"). Our wireless infrastructure can accommodate multiple customers ("co-location") for antennas and other equipment necessary for the transmission of signals for wireless communication devices. We seek to increase our site rental revenues by adding more tenants on our wireless infrastructure, which we expect to result in significant incremental cash flows due to our relatively fixed operating costs.

Information concerning our site rental business as of December 31, 2011 is as follows:

- We owned, leased or managed approximately 23,800 towers, approximately 800 DAS antenna locations ("nodes"), primarily located outdoors, and approximately 150 third party land interests.
- We have approximately 22,200 towers in the United States, including Puerto Rico ("U.S."), and approximately 1,600 towers in Australia.
- Approximately 54% and 71% of our towers in the U.S. are located in the 50 and 100 largest U.S. basic trading areas ("BTAs"), respectively. Our towers have a significant presence in 92 of the top 100 BTAs in the U.S. In Australia, 58% of our towers are located in seven major metropolitan areas.
- We owned in fee or had perpetual or long-term easements in the land and other property interests (collectively, "land") on which approximately 34% of our site rental gross margin is derived, and we leased, subleased or licensed (collectively, "leased") the land interests on which approximately 65% of our site rental gross margin is derived. In addition, we managed approximately 600 towers owned by third parties. The leases for the land interests under our towers had an average remaining life of approximately 31 years, weighted based on site rental gross margin.

Information concerning our customers and site rental contracts as of December 31, 2011 is as follows:

- Our customers include many of the world's major wireless communications companies. In the U.S., our four largest customers (Verizon Wireless, AT&T, Sprint Nextel ("Sprint") and T-Mobile) accounted for an aggregate 80% and 74% of our 2011 CCUSA and consolidated revenues, respectively. In Australia, our customers include Telstra, Optus and a joint venture between Vodafone and Hutchison ("VHA").
- Revenues derived from our site rental business represented 91% of our 2011 consolidated revenues.
- Our site rental revenues are of a recurring nature, and typically in excess of 90% have been contracted for in a prior year.
- Our site rental revenues typically result from long-term contracts with (1) initial terms of five to 15 years, (2) multiple renewal periods at the option of the tenant of five to ten years each, (3) limited termination rights for our customers, and (4) contractual escalations of the rental price.
- Our customer contracts have a weighted-average remaining life of approximately nine years, exclusive of renewals at the customers' option, and represent $17 billion of expected future cash inflows.

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

Strategy

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

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

    - purchase shares of our common stock ("common stock") from time to time;
    - acquire or construct wireless infrastructure;
    - acquire land interests under our towers;
    - make improvements and structural enhancements to our existing wireless infrastructure; and
    - purchase or redeem our debt.

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

During 2011, consumer demand for wireless data services continued to grow. As consumer demand for wireless devices such as smartphones, tablets and laptops, increased, the growth rate of voice services slowed. This growth in wireless data services is driven by increased mobile video, internet usage and machine-to-machine applications. The following is a discussion of certain recent events and actual and expected growth trends in the U.S. wireless communications industry:

- We expect that consumers' growing demands for network speed and quality will likely result in wireless carriers continuing their focus on improving network quality and expanding capacity by adding additional antennas and other equipment for the transmission of their services to wireless infrastructure or to their existing wireless networks in an effort to improve customer retention and satisfaction.
- Our customers have introduced, and we believe they plan to continue to deploy, next generation wireless technologies, including 3G and 4G, in response to consumer demand for high speed networks. We expect these next generation technologies and others, including LTE, HSPA+ and WiMAX, to translate into additional demand for wireless infrastructure, although the timing and rate of this growth is difficult to predict.
- We have seen, and anticipate there could be other, new entrants into the wireless communications industry that should deploy regional or national wireless networks for voice and data services.
- Spectrum licensed by the Federal Communications Commission ("FCC") in 2006 and 2008 has enabled continued network development, and we expect these and future auctions should enable continued network development in the U.S. Most recently, Verizon entered into a proposed $3.6 billion agreement in December 2011 to purchase, subject to regulatory approval, spectrum originally auctioned in 2006 to SpectrumCo, a joint venture of cable companies.
- Consumers are increasing their use of wireless data services according to recent U.S. wireless industry reports.
    - Wireless data services grew in 2011 as consumers increased their wireless use of e-mail, internet, social networking, music and video sharing. Wireless data service revenues for 2011 are expected to reach $67 billion, which represents a 22% increase over 2010.[a]
    - The number of wireless subscriber connections in the U.S. now exceeds the total amount of the U.S. population. [b]

    - Wireless devices are trending toward more bandwidth intensive devices such as smartphones, laptops, netbooks, tablets and other emerging and embedded devices. In particular smartphones are expected to represent over 60% of the devices sold in the U.S. for 2011. [b]
    - The number of smartphone subscribers using the mobile internet has grown by 45% since 2010. [c]

(a) Source: Chetan Sharma Consulting
(b) Source: RBC Capital Markets
(c) Source: Neilsen

2011 Highlights and Recent Developments

See *"Item 7. MD&A"* and our consolidated financial statements for a discussion of developments and activities occurring in 2011. In addition, see *"Item 7. MD&A"* and note 20 of our consolidated financial statements for a discussion of subsequent events occurring in 2012 through the date of this filing, including the definitive agreement to acquire NextG, the WCP acquisition, the refinancing of our credit facility in January 2012 ("January 2012 refinancing") and the exercise of our mandatory conversion right on our 6.25% redeemable convertible preferred stock ("preferred stock conversion").

The Company

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

CCUSA

Site Rental. The core business of CCUSA is the renting of space on our wireless infrastructure. We predominately rent space to wireless carriers under long-term contracts for their antennas which transmit a variety of signals related to wireless voice and data. As a result, we believe our wireless infrastructure is integral to our customers' network and their ability to serve their customers.

Most of our towers were acquired from the four largest wireless carriers (or their predecessors) through transactions consummated since 1999, including (1) approximately 10,700 towers from Global Signal Inc. ("Global Signal") in 2007, of which approximately 6,600 were originally acquired from Sprint, (2) approximately 4,800 towers during 1999 to 2000 from companies now part of Verizon Wireless, (3) approximately 2,700 towers during 1999 to 2000 from companies now part of AT&T, as well as (4) other smaller acquisitions from companies now part of T-Mobile and other independent tower operators.

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

Our customer contracts have a high renewal rate because of (1) the integral nature of our wireless infrastructure within our customers' networks, (2) customers' cost associated with relocation of their antennas and other equipment to another wireless infrastructure, and (3) zoning and other barriers, including the cost of capital, associated with the construction of new wireless infrastructure. With limited exceptions, the customer contracts may not be terminated prior to the end of their current term. In general, each customer contract which is renewable will automatically renew at the end of its term unless the customer provides prior notice of its intent not to renew. See note 15 to our consolidated financial statements for a tabular presentation of the minimum rental cash payments due to us by tenants pursuant to contract agreements without consideration of tenant renewal options.

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

Approximately two-thirds of our direct site operating expenses consist of ground lease expenses and the remainder includes property taxes, repairs and maintenance, employee compensation and related benefit costs, and utilities. Our cash operating expenses tend to escalate at approximately the rate of inflation, partially offset by reductions in cash ground lease expenses from our purchases of land interests. As a result of the relatively fixed nature of these expenditures, the co-location of additional tenants is achieved at a low incremental operating cost, resulting in high incremental operating cash flows. Our wireless infrastructure portfolio requires minimal sustaining capital expenditures, including maintenance and other non-discretionary capital expenditures, and are typically less than 2% of site rental revenues or an annual average over the last three years of approximately $25 million. See note 15 to our consolidated financial statements for a tabular presentation of the rental cash payments owed by us to landlords pursuant to our contractual agreements.

Network Services. To a lesser extent, we also offer wireless communication companies and their agents certain network services relating to our wireless infrastructure. For 2011, 69% of network services and other revenues related to antenna installations and subsequent augmentation (collectively, "installation services"), and the remainder related to the following additional site development services relating to existing and new antenna installations on our wireless infrastructure: site acquisition, architectural and engineering, zoning and permitting, fiber installations, other construction and other services related to network development. We do not always provide the installation services on our wireless infrastructure as the customer may obtain a third party to complete these services. (see also "—*Competition*" below). We have grown our network services business over the last several years as a result of our focus on customer service, increasing our market share for installation services on our wireless infrastructure, promoting site development services and expanding the scope of services. We have the capability and expertise to install, with the assistance of our network of subcontractors, equipment and antenna systems for our customers. These activities are typically non-recurring and highly competitive, with a number of local competitors in most markets. Nearly all of our antenna installation services are billed on a cost-plus profit basis.

Customers. We work extensively with large national wireless carriers, and in general, our customers are primarily comprised of providers of wireless voice and data services who operate national or regional networks. The following table summarizes the net revenues from our four largest customers expressed as a percentage of our consolidated revenues for 2011. See *"Item 1A. Risk Factors."*

Customer	% of 2011 CCUSA Net Revenues	% of 2011 Consolidated Net Revenues
AT&T	25%	23%
Sprint	22%	21%
Verizon Wireless	21%	19%
T-Mobile	12%	11%
Total	80%	74%

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

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

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

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

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

CCAL

Our primary business in Australia is the renting of antenna space on towers to our customers. CCAL is owned 77.6% by us and 22.4% by Permanent Nominees (Aust) Ltd, acting on behalf of a group of professional and private investors led by Todd Capital Limited. CCAL is the largest independent tower operator in Australia. As of December 31, 2011, CCAL had approximately 1,600 towers with 58% of such towers located in seven major metropolitan areas. The majority of CCAL's towers were acquired from Optus (in 2000) and Vodafone (in 2001). CCAL also provides a range of services including site maintenance and property management services for towers owned by third parties.

For 2011, CCAL comprised 6% of our consolidated net revenues. CCAL's principal customers are Telstra, Optus and VHA, which collectively accounted for approximately 94% of CCAL's 2011 revenues. During 2011, the Australian government entered into agreements with carriers to develop and roll out the National Broadband Network ("NBN"). NBN is a national high-speed open-access data network under development targeting nearly all Australian premises. We believe that the development of NBN may result in additional future demand for new tenant additions on CCAL's existing towers and construction of new towers.

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

Employees

At January 31, 2012, we employed approximately 1,300 people worldwide, including approximately 1,200 in the U.S. We are not a party to any collective bargaining agreements. We have not experienced any strikes or work stoppages, and management believes that our employee relations are satisfactory.

Regulatory and Environmental Matters

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

United States

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

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

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

Local regulations include city and other local ordinances (including subdivision and zoning ordinances), approvals for construction, modification and removal of towers and DAS, and restrictive covenants imposed by community developers. These regulations vary greatly, but typically require us to obtain approval from local officials prior to tower construction. Local zoning authorities may render decisions that prevent the construction or modification of towers or place conditions on such construction or modifications that are responsive to community residents' concerns regarding the height, visibility and other characteristics of the towers. To expedite the deployment of wireless networks, the FCC issued a declaratory ruling in 2009 establishing timeframes for the review of applications by local and state governments of 90 days for co-locations and 150 days for new tower construction. If a jurisdiction fails to act within these timeframes, the applicant may file a claim for relief in court. Notwithstanding this declaratory ruling, decisions of local zoning authorities may also adversely affect the timing and cost of tower construction and modification.

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

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

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

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

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

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

Australia

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

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

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

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

Item 1A. *Risk Factors*

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

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

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

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

A slowdown in demand for wireless communications or our wireless infrastructure may negatively impact our growth or otherwise have a material adverse effect on us. Over the last several years, new entrants in the marketplace, such as those providing wireless data technologies, have accounted for a significant portion of our new tenant additions. Our expectations for future demand for our wireless infrastructure are based in part on new entrants into the wireless communications industry with unproven business models. The success of new entrants can be influenced by numerous factors, including the items described above, particularly the availability and cost of capital and the success of their business models. If our customers or potential customers are unable to raise adequate capital to fund their business plans, as a result of disruptions in the financial and credit markets or otherwise, they may reduce their spending, which could adversely affect our anticipated growth and the demand for our wireless infrastructure and network services.

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

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

For 2011, approximately 74% of our consolidated revenues were derived from AT&T, Sprint, Verizon Wireless and T-Mobile, which represented 23%, 21%, 19% and 11%, respectively, of our consolidated net revenues. The loss of any one of our large customers as a result of bankruptcy, insolvency, consolidation, network sharing, roaming, joint development, resale agreements by our customers, merger with other customers of ours or otherwise may result in (1) a material decrease in our revenues, (2) uncollectible account receivables, (3) an impairment of our deferred site rental receivables, wireless infrastructure assets, site rental contracts and customer relationships intangible assets, and (4) other adverse effects to our business. We cannot guarantee that contracts with our major customers will not be terminated or that these customers will renew their contracts with us. In addition to our four largest customers in the U.S., we also derive a portion of our revenues and anticipated future growth from customers offering or contemplating offering emerging wireless services; such customers are smaller and have less financial resources than our four largest customers, have business models which may not be successful, and may require additional capital. See also *"Item 1. Business—The Company."*

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

Recent examples of consolidation include Verizon Wireless acquiring Alltel in 2009. Also, Sprint merged with Nextel in August 2005, resulting in their use of two separate wireless technologies. During 2010, Sprint announced Network Vision, a multi-year network enhancement to improve network speed, quality and efficiency and consolidate their multiple network technologies, including the elimination of their narrow-band push-to-talk network, referred to as iDEN. Sprint expects the Network Vision deployment to reach 250 million people by the end of 2013. Sprint's plan will likely result in Sprint not renewing certain contracts with us.

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

As a result of our substantial indebtedness:

- we may be more vulnerable to general adverse economic and industry conditions;
- we may find it more difficult to obtain additional financing to fund discretionary investments and other general corporate requirements or to refinance our existing indebtedness;
- we are or will be required to dedicate a substantial portion of our cash flows from operations to the payment of principal and interest on our debt, thereby reducing the available cash flows to fund other projects, including the discretionary investments discussed in "*Item 1. Business*;"

- we may have limited flexibility in planning for, or reacting to, changes in our business and in the industry;
- we may have a competitive disadvantage relative to other companies in our industry with less debt;
- we may be required to issue equity securities or securities convertible into equity or sell some of our assets, possibly on unfavorable terms, in order to meet payment obligations; and
- we may be limited in our ability to take advantage of strategic business opportunities, including wireless infrastructure development and mergers and acquisitions.

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

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

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

We have a substantial amount of indebtedness (approximately $8.0 billion as of December 31, 2011), after giving effect to the WCP acquisition and our January 2012 refinancing which we will need to refinance or repay. See *"Item 7. MD&A—Liquidity and Capital Resources"* for a tabular presentation of our contractual debt maturities. There can be no assurances we will be able to refinance our indebtedness on commercially reasonable terms, or terms, including with respect to interest rates, as favorable as our current debt, or at all.

Economic conditions and the credit markets continue to experience a period of volatility, uncertainty and weakness due to, among other things, the impact of uncertainty around European sovereign debt. Any renewed financial turmoil, worsening credit environment, European sovereign debt crisis, weakening of the general economy and further uncertainty could impact the availability and cost of debt financing, including with respect to any refinancing of the obligations described above and on our ability to draw the full amount of our $500.0 million delayed draw term loan and our $1.0 billion revolving credit facility.

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

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

Future sales or issuances of a substantial number of shares of our common stock or other equity related securities may adversely affect the market price of our common stock. As of February 6, 2012, we had 284.5 million shares of common stock outstanding, and we reserved 8.1 million shares of common stock for future issuance under our various stock compensation plans. We also expect to issue 8.3 million shares of our common stock in connection with preferred stock conversion in February 2012.

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

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

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

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

Wireless carriers that own and operate their own wireless infrastructure portfolios are generally substantially larger and have greater financial resources than we have. Competition in our industry may make it more difficult for us to attract new customers, maintain or increase our gross margins or maintain or increase our market share.

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

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

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

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

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

Our property interests relating to the land interests on which our towers reside consist primarily of leasehold and sub-leasehold interests, fee interests, easements, licenses and rights-of-way. A loss of these interests may interfere with our ability to conduct our business and generate revenues. For various reasons, we may not always have the ability to access, analyze and verify all information regarding titles and other issues prior to purchasing wireless infrastructure. Further, we may not be able to renew ground leases on commercially viable terms. Our ability to retain rights to the land interests on which our towers reside depends on our ability to purchase such land or to renegotiate and extend the terms of the leases relating to such land. Approximately 11% of our site rental gross margins for the year ended December 31, 2011 are derived from towers where the leases for the land interests under such towers have final expiration dates of less than ten years. If we are unable to retain rights to the land interests on which our towers reside, our business may be adversely affected.

Approximately 6,500 of our towers are leased or operated for an initial period of 32 years (through May 2037) under master leases and subleases with Sprint ("Sprint Towers"). We have the option to purchase in 2037 all (but not less than all) of the Sprint Towers from Sprint for approximately $2.3 billion. We may not have the required available capital to exercise our right to purchase these towers at the end of the applicable period. Even if we do have available capital, we may choose not to exercise our right to purchase the Sprint Towers for business or other reasons. In the event that we do not exercise these purchase rights, or are otherwise unable to acquire an interest that would allow us to continue to operate these towers after the applicable period, we will lose the cash flows derived from such towers, which may have a material adverse effect on our business. In the event that we decide to exercise these purchase rights, the benefits of the acquisition of the Sprint Towers may not exceed the costs, which could adversely affect our business.

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

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

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

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

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

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

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

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

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

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

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

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

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

Our Australian operations expose us to fluctuations in foreign currency exchange rates. For 2011, approximately 6% of our consolidated net revenues were denominated in Australian dollars. Over the past five years, the Australian dollar has strengthened by 29% against the U.S. dollar. We have not historically engaged in significant hedging activities relating to our Australian operations, and we may suffer future losses as a result of changes in currency exchange rates.

Available Information and Certifications

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

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

We submitted the Chief Executive Officer certification required by Section 303A.12(a) of the New York Stock Exchange ("NYSE") Listed Company Manual, relating to compliance with the NYSE's corporate governance listing standards, to the NYSE on June 17, 2011 with no qualifications. We have included the certifications of our Chief Executive Officer and Chief Financial Officer required by Section 302 of the Sarbanes-Oxley Act of 2002 and related rules as Exhibits 31.1 and 31.2 to this Annual Report on Form 10-K.

Item 1B. *Unresolved Staff Comments*

None.

Item 2. *Properties*

Offices

Our principal corporate headquarters is owned and located in Houston, Texas. In the U.S., we own or lease area offices located in (1) Canonsburg, Pennsylvania, (2) Charlotte, North Carolina, (3) Alpharetta, Georgia, and (4) Phoenix, Arizona. The principal responsibilities of these area offices are to manage the renting of wireless infrastructure space on a local basis, maintain the wireless infrastructure already located in the area and service our customers in the area. In addition, general and administrative functions are also performed at the Canonsburg, Pennsylvania location. In addition, we lease additional, smaller offices in locations with high wireless infrastructure concentrations. In Australia, we lease an office in Sydney.

Wireless Infrastructure

Towers are vertical metal structures generally ranging in height from 50 to 500 feet. In addition, wireless communications equipment may also be placed on building rooftops and other structures. Our towers are located on tracts of land with an average size of approximately 20,000 square feet. These tracts of land support the towers, equipment shelters and, where applicable, guyed wires to stabilize the structure. DAS are typically located in areas in which zoning restrictions or other barriers may prevent or delay the deployment of a tower and often are attached to public right-of-way infrastructure such as utility poles and street lights.

See *"Item 1. Business—Overview"* for information regarding our wireless infrastructure portfolio including with respect to our land interests and for a discussion of the location of our towers in the U.S. and Australia, including the percentage of our U.S. towers in the top 50 and 100 BTAs. See *"Item 7. MD&A—Liquidity and Capital Resources—Contractual Cash Obligations"* for a tabular presentation of the remaining terms to final expiration of the leases for the land interests which we do not own and on which our towers are located as of December 31, 2011.

Approximately 15,700 towers (66% of our total) and their related cash flows effectively secure $4.6 billion of our debt. Governing documents relating to another approximately 4,900 towers prevent liens from being granted on those towers without approval of a subsidiary of Verizon; however, distributions paid from the entities that own those towers also service our tower revenue notes. See note 6 to our consolidated financial statements.

Approximately 6,500 of our towers are leased or operated for an initial period of 32 years (through May 2037) under master leases and subleases with Sprint. We have the option to purchase in 2037 all (but not less than all) of these Sprint Towers from Sprint for approximately $2.3 billion.

Substantially all of our wireless infrastructure can accommodate another tenant either as currently constructed or with appropriate modifications to the structure. Additionally, if so inclined as a result of a customer request for a new co-location or amendment of an existing installation, we could generally replace an existing tower with another tower in its place providing additional capacity, subject to certain restrictions. As of December 31, 2011, the average number of tenants (defined as a unique license and any related amendments thereto for count purposes) per tower is approximately 3 on our towers. The following is a summary of the number of existing tenants per tower as of December 31, 2011 (see *"Item 7. MD&A—Accounting and Reporting Matters—Critical Accounting Policies and Estimates"* for a discussion of our impairment evaluation and our towers with no tenants).

Number of Tenants	Percent of Towers
Greater than five	8%
Five	7%
Four	12%
Three	19%
Two	25%
Less than two	29%
Total	100%

Item 3. ***Legal Proceedings***

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

Item 4. ***Mine Safety Disclosures***

N/A

PART II

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

Price Range of Common Stock

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

	High	Low
2011:		
First Quarter	$ 46.27	$ 36.38
Second Quarter	44.49	39.74
Third Quarter	44.80	37.53
Fourth Quarter	44.92	38.70
2010:		
First Quarter	$ 40.49	$ 34.12
Second Quarter	40.00	34.25
Third Quarter	44.46	36.01
Fourth Quarter	44.45	41.10

As of February 6, 2012, there were approximately 810 holders of record of our common stock.

Dividend Policy

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

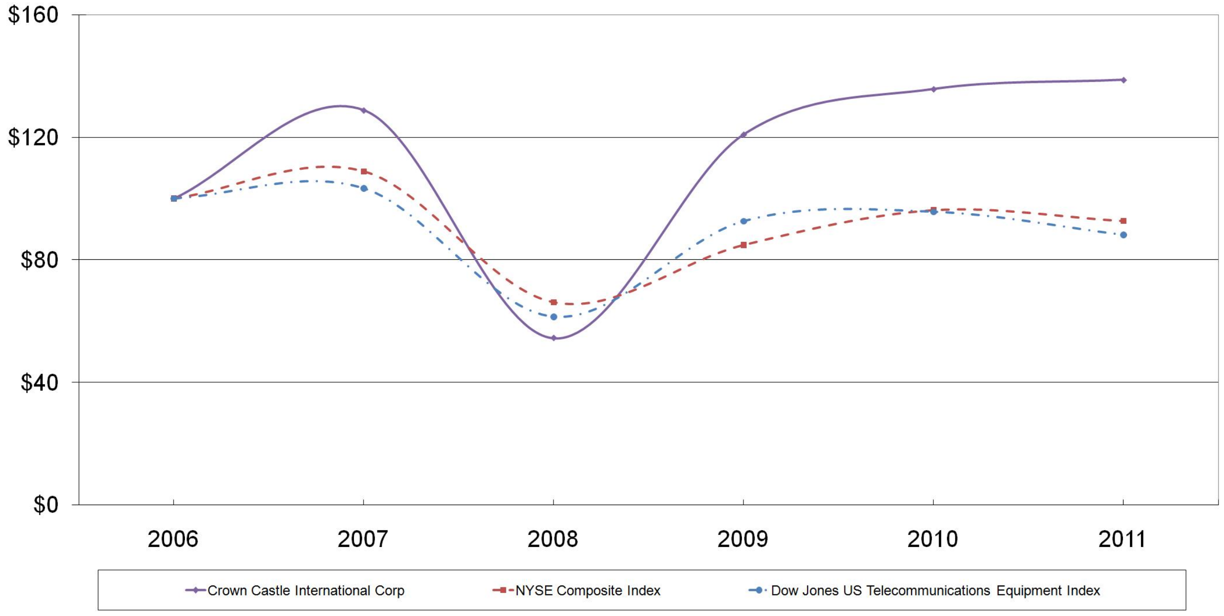
In 2011 and 2010, dividends on our 6.25% redeemable convertible preferred stock were paid utilizing approximately $19.5 million and $19.9 million in cash, respectively. In January 2012, we exercised our right to convert all of the outstanding 6.25% redeemable convertible preferred stock. The conversion of such preferred stock into 8.3 million shares of common stock is expected to occur in February 2012. See note 20 to our consolidated financial statements.

Equity Compensation Plans

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

Performance Graph

The following performance graph is a comparison of the five year cumulative stockholder return on our common stock against the cumulative total return of the NYSE Market Index and the Dow Jones Telecommunication Equipment Index for the period commencing December 31, 2006 and ending December 31, 2011. The performance graph assumes an initial investment of $100.0 in our common stock and in each of the indices. The performance graph and related text are based on historical data and are not necessarily indicative of future performance.



	Years Ended December 31,					
Company/Index/Market	**2006**	**2007**	**2008**	**2009**	**2010**	**2011**
Crown Castle International Corp.	$ 100.00	$ 128.79	$ 54.44	$ 120.88	$ 135.72	$ 138.72
NYSE Market Index	100.00	108.87	66.13	84.83	96.19	92.63
DJ Telecommunication Equipment Index	100.00	103.28	61.39	92.59	95.65	88.09

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

Item 6. *Selected Financial Data*

Our selected historical consolidated financial and other data set forth below for each of the five years in the period ended December 31, 2011, and as of December 31, 2011, 2010, 2009, 2008 and 2007 have been derived from our consolidated financial statements. The information set forth below should be read in conjunction with *"Item 1. Business," "Item 7. MD&A"* and our consolidated financial statements.

	Years Ended December 31,				
	2011	2010	2009	2008	2007
	(In thousands of dollars, except per share amounts)				
Statement of Operations Data:					
Net revenues:					
Site rental	$ 1,853,550	$ 1,700,761	$ 1,543,192	$ 1,402,559	$ 1,286,468
Network services and other	179,179	177,897	142,215	123,945	99,018
Net revenues	2,032,729	1,878,658	1,685,407	1,526,504	1,385,486
Operating expenses:					
Costs of operations(a):					
Site rental	481,398	467,136	456,560	456,123	443,342
Network services and other	106,987	114,241	92,808	82,452	65,742
Total costs of operations	588,385	581,377	549,368	538,575	509,084
General and administrative	173,493	165,356	153,072	149,586	142,846
Restructuring charges (credits)	—	—	—	—	3,191
Asset write-down charges(b)	22,285	13,687	19,237	16,888	65,515
Acquisition and integration costs	3,310	2,102	—	2,504	25,418
Depreciation, amortization and accretion	552,951	540,771	529,739	526,442	539,904
Operating income (loss)	692,305	575,365	433,991	292,509	99,528
Interest expense and amortization of deferred financing costs(c)	(507,587)	(490,269)	(445,882)	(354,114)	(350,259)
Impairment of available-for-sale securities(d)	(4,216)	—	—	(55,869)	(75,623)
Gains (losses) on retirement of long-term obligations(c)	—	(138,367)	(91,079)	42	—
Net gain (loss) on interest rate swaps(e)	—	(286,435)	(92,966)	(37,888)	—
Interest income	666	2,204	2,967	8,336	14,172
Other income (expense)	(1,361)	(603)	2,446	(6,235)	(4,821)
Income (loss) before income taxes	179,807	(338,105)	(190,523)	(153,219)	(317,003)
Benefit (provision) for income taxes(f)	(8,347)	26,846	76,400	104,361	94,039
Net income (loss)(g)	171,460	(311,259)	(114,123)	(48,858)	(222,964)
Less: Net income (loss) attributable to the noncontrolling interest	383	(319)	209	—	(151)
Net income (loss) attributable to CCIC stockholders	171,077	(310,940)	(114,332)	(48,858)	(222,813)
Dividends on preferred stock and losses on purchases of preferred stock	(22,940)	(20,806)	(20,806)	(20,806)	(20,805)
Net income (loss) attributable to CCIC stockholders after deduction of dividends on preferred stock and losses on purchases of preferred stock	$ 148,137	$ (331,746)	$ (135,138)	$ (69,664)	$ (243,618)
Net income (loss) attributable to CCIC common stockholders, after deduction of dividends on preferred stock and losses of purchases of preferred stock, per common share - basic and diluted	$ 0.52	$ (1.16)	$ (0.47)	$ (0.25)	$ (0.87)
Weighted-average common shares outstanding (in thousands):					
Basic	283,821	286,764	286,622	282,007	279,937
Diluted	285,947	286,764	286,622	282,007	279,937

	Years Ended December 31,				
	2011	2010	2009	2008	2007
	(In thousands of dollars, except per share amounts)				
Other Data:					
Summary cash flow information:					
Net cash provided by (used for) operating activities	$ 643,454	$ 603,430	$ 571,256	$ 513,001	$ 350,355
Net cash provided by (used for) investing activities	(399,865)	(390,949)	(172,145)	(476,613)	(791,448)
Net cash provided by (used for) financing activities	(275,712)	(866,624)	214,396	47,717	(77,782)
Ratio of earnings to fixed charges(h)	1.3	—	—	—	—
Balance Sheet Data (at period end):					
Cash and cash equivalents	$ 80,120	$ 112,531	$ 766,146	$ 155,219	$ 75,245
Property and equipment, net	4,861,227	4,893,651	4,895,983	5,060,126	5,051,055
Total assets	10,545,096	10,469,529	10,956,606	10,361,722	10,488,133
Total debt and other long-term obligations(c)	6,885,699	6,778,894	6,579,150	6,102,189	6,072,103
Total CCIC stockholders' equity	2,386,245	2,445,373	2,936,241	2,715,865	3,166,911

(a) Exclusive of depreciation, amortization and accretion shown separately.
(b) 2007 is inclusive of $57.6 million related to the write-off of substantially all of the assets other than the Spectrum from our former mobile television business. For 2011, 2010, 2009 and 2008, the asset write-down charges relate predominately to the abandonment or disposal of wireless infrastructure and the write-off of site acquisition and permitting costs for wireless infrastructure that was not completed. See note 17 to our consolidated financial statements.
(c) Over the last five years, we have used debt to refinance other debt and fund discretionary investments such as acquisitions and purchases of common stock. We maintain debt leverage at levels that we believe optimize our weighted-average cost of capital. The following is a discussion of our debt activity for each of the last five years. See also "*Item 7. MD&A—Liquidity and Capital Resources—Contractual Cash Obligations*" and notes 6 and 20 to our consolidated financial statements for additional information regarding our debt, including the January 2012 refinancing.
- During 2010 and 2009, we issued $3.5 billion and $2.9 billion face value of debt, respectively, and purchased and repaid $3.4 billion and $2.4 billion face value of debt, respectfully. These refinancings extended the maturities of our debt portfolio and increased our weighted-average cost of debt. We incurred losses on the purchase and repayment of this debt.
- During 2007, $1.8 billion of mortgage loans remained outstanding as a result of the merger of Global Signal with and into a subsidiary of ours ("Global Signal Merger"). We borrowed an aggregate of $725.0 million of term and revolving loans and predominately used the proceeds to purchase common stock.

(d) In 2011, 2008 and 2007, we recorded impairment charges related to an other-than-temporary decline in the value of our investment in FiberTower Corporation.
(e) The 2010 and 2009 amounts are predominately losses on various interest rate swaps that no longer qualified for hedge accounting and included swaps that were no longer economic hedges. The 2008 amount predominately represents losses on our former interest rate swaps with a subsidiary of Lehman Brothers Holdings Inc. that no longer qualified for hedge accounting. As of December 31, 2011, we had no interest rate swaps outstanding.
(f) As a result of a deferred tax liability recorded in connection with the Global Signal Merger, we recorded partial tax benefits for our losses in 2010 and full tax benefits for all of 2009, 2008 and 2007. 2008 includes tax benefits of $74.9 million resulting from the completion of the Internal Revenue Service ("IRS") examination of our federal tax return for 2004. See note 9 to our consolidated financial statements regarding our tax position as of and for the years ended December 31, 2011 and 2010 and our ability to recognize tax benefits in the future.
(g) No cash dividends on our common stock were declared or paid in 2011, 2010, 2009, 2008 or 2007.
(h) For purposes of computing the ratio of earnings to fixed charges, earnings represent income (loss) before income taxes and fixed charges. Fixed charges consist of interest expense, the interest component of operating leases, amortization of deferred financing costs and dividends on preferred stock classified as liabilities. For 2010, 2009, 2008 and 2007 earnings were insufficient to cover fixed charges by $338.1 million, $190.5 million, $153.2 million and $318.4 million, respectively.

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

General Overview

Overview

We own, lease or manage approximately 23,800 towers, approximately 800 nodes, primarily located outdoors and approximately 150 third party land interests. Revenues generated from our core site rental business represented 91% of our 2011 consolidated net revenues. CCUSA, our largest operating segment, accounted for 94% of our 2011 site rental revenues. See *"Item 1. Business"* for a further discussion of our business, including our long-term strategy, certain key terms of our lease agreements and growth trends in the wireless communications industry.

The following are certain highlights of our business fundamentals as of and for the year ended December 31, 2011:

- Potential growth resulting from wireless network expansion and new entrants
  - We expect wireless carriers will continue their focus on improving network quality and expanding capacity by adding additional antennas and other equipment on our wireless infrastructure.
  - We expect existing and potential new wireless carrier demand for our wireless infrastructure will result from (1) next generation technologies, (2) continued development of mobile internet applications, (3) adoption of other emerging and embedded wireless devices, (4) increasing smartphone penetration, and (5) wireless carrier focus on expanding coverage.
  - Substantially all of our wireless infrastructure can accommodate another tenant, either as currently constructed or with appropriate modifications to the structure.
  - U.S. wireless carriers continue to invest in their networks.
  - We expect our site rental revenues will grow approximately 5% from the full year 2011 to 2012. We expect our new tenant additions, inclusive of the estimated impact from Sprint as it deploys network enhancements (referred to as Network Vision), will result in an approximately 5% year-over-year growth in site rental revenues from 2011 to 2012, exclusive of the impact of the WCP acquisition and the anticipated closing of the NextG acquisition. Our 2012 site rental revenue growth expectations do not assume any net contribution to growth from the existing base of business (which have historically averaged approximately 4% per annum) as the increase attributable to lease escalations and straight-line impact of renewals is expected to be offset by the timing of expected cancellations of customer contracts due to prior wireless carrier consolidation.
- Site rental revenues under long-term customer contracts with contractual escalations
  - Initial terms of five to 15 years with multiple renewal periods at the option of the tenant of five to ten years each.
  - Weighted-average remaining term of approximately nine years, exclusive of renewals at the customer's option, representing approximately $17 billion of expected future cash inflows.
- Revenues predominately from large wireless carriers
  - Verizon Wireless, AT&T, Sprint and T-Mobile accounted for 74% of consolidated revenues.
- Majority of land interests under our towers under long-term control
  - Approximately 89% and 73% of our site rental gross margin is derived from towers that we own or control for greater than ten and 20 years, respectively. The aforementioned percentages include towers that reside on land interests that are owned in fee or where we have perpetual or long-term easements, which represent approximately 34% of our site rental gross margin.
- Relatively fixed wireless infrastructure operating costs with high incremental margins and cash flows on organic revenue growth
  - Our wireless infrastructure operating costs tend to increase at approximately the rate of inflation and are not typically influenced by new tenant additions.
  - Our incremental margin on additional site rental revenues represents 91% of the related increase in site rental revenues.
- Minimal sustaining capital expenditure requirements
  - Sustaining capital expenditures were $23.4 million, which represented less than 2% of net revenues.
- Debt portfolio with long-dated maturities extended over multiple years with the vast majority of such debt having a fixed rate (see *"Item 7A. Quantitative and Qualitative Disclosures About Market Risk"* for a further discussion of our debt)
  - 80% of our debt has fixed rate coupons, after giving effect to the WCP acquisition and the January 2012 refinancing.
  - Our debt service coverage and leverage ratios were comfortably within our respective covenant requirements. See *"Item 7. MD&A—Liquidity and Capital Resources"* for a further discussion of our debt covenants.

- Significant cash flows from operations
  - Net cash provided by operating activities was $643.5 million.
  - We believe our site rental business can be characterized as a stable cash flow stream, which we expect to grow as a result of future demand for our wireless infrastructure.
- Capital allocated to drive long-term stockholder value (per share) (see also *"Item 7. MD&A—Liquidity and Capital Resources"*)
  - Historical discretionary investments include (in no particular order): purchasing our common stock, acquiring or constructing wireless infrastructure, acquiring land interests under our towers, improving and structurally enhancing our existing wireless infrastructure, and purchasing or redeeming our debt.
  - Discretionary investments during 2011 included: (1) the purchase of 7.4 million shares of common stock for $303.4 million; and (2) $324.6 million in capital expenditures, including $196.4 million for land interests.
  - In December 2011, we entered into a definitive agreement to acquire NextG for approximately $1.0 billion in cash, subject to certain adjustments. NextG has over 7,000 nodes on-air and approximately 1,500 nodes under construction. Our acquisition of NextG is expected to close in the second quarter of 2012.
  - In January 2012, we acquired certain subsidiaries of WCP for a gross purchase price of approximately $500 million, exclusive of purchase price adjustments . Upon closing in January 2012, WCP held various contracts with wireless site owners, including approximately 2,300 ground lease related assets, of which 150 related to our wireless infrastructure.
  - In January 2012, we refinanced and repaid our credit facility and term loans with the proceeds of a $3.1 billion senior secured credit facility, which funded the January 2012 WCP acquisition and is expected to be used to fund the NextG acquisition.

Results of Operations

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

Comparison of Consolidated Results

The following is a comparison of our 2011, 2010 and 2009 consolidated results of operations:

	Years Ended December 31,			Percent Change(b)	
	2011	2010	2009	2011 vs. 2010	2010 vs. 2009
	(In thousands of dollars)				
Net revenues:					
Site rental	$ 1,853,550	$ 1,700,761	$ 1,543,192	9 %	10%
Network services and other	179,179	177,897	142,215	1	25
Net revenues	2,032,729	1,878,658	1,685,407	8	11
Operating expenses:					
Costs of operations(a):					
Site rental	481,398	467,136	456,560	3	2
Network services and other	106,987	114,241	92,808	(6)	23
Total costs of operations	588,385	581,377	549,368	1	6
General and administrative	173,493	165,356	153,072	5	8
Asset write-down charges	22,285	13,687	19,237	*	*
Acquisition and integration costs	3,310	2,102	—	*	*
Depreciation, amortization and accretion	552,951	540,771	529,739	2	2
Total operating expenses	1,340,424	1,303,293	1,251,416	3	4
Operating income (loss)	692,305	575,365	433,991	20	33
Interest expense and amortization of deferred financing costs	(507,587)	(490,269)	(445,882)	*	*
Gains (losses) on retirement of long-term obligations	—	(138,367)	(91,079)	*	*
Net gain (loss) on interest rate swaps	—	(286,435)	(92,966)	*	*
Interest income	666	2,204	2,967	*	*
Other income (expense)	(5,577)	(603)	2,446	*	*
Income (loss) before income taxes	179,807	(338,105)	(190,523)	*	*
Benefit (provision) for income taxes	(8,347)	26,846	76,400	*	*
Net income (loss)	171,460	(311,259)	(114,123)	*	*
Less: Net income (loss) attributable to the noncontrolling interest	383	(319)	209	*	*
Net income (loss) attributable to CCIC stockholders	$ 171,077	$ (310,940)	$ (114,332)	*	*

* Percentage is not meaningful
(a) Exclusive of depreciation, amortization and accretion shown separately.
(b) Inclusive of the impact of foreign exchange fluctuations. See *"Item 7. MD&A—Results of Operations—Comparison of Operating Segments—CCAL."*

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

2010 and 2009. Our consolidated results of operations for 2010 and 2009, respectively, predominately consist of our CCUSA segment, which accounted for (1) 95% and 95% of consolidated net revenues, (2) 95% and 95% of consolidated gross margins, and (3) 100% and 101% of consolidated net income (loss) attributable to CCIC stockholders. Virtually all of the increase in site rental revenues resulted from wireless infrastructure we owned as of January 1, 2009. Our operating segment results for 2010 and 2009, including CCUSA, are discussed below (see *"Item 7. MD&A—Results of Operations—Comparison of Operating Segments"*).

Comparison of Operating Segments

Our reportable operating segments for 2011 are (1) CCUSA, primarily consisting of our U.S. operations, and (2) CCAL, our Australian operations. Our financial results are reported to management and the board of directors in this manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CCUSA—2010 and 2009. Net revenues for 2010 increased by $175.1 million, or 11%, from 2009. This increase in net revenues resulted from an increase in site rental revenues of $141.6 million, or 10%, for the same periods. This increase in site rental revenues was impacted by the following items, inclusive of straight-line accounting, in no particular order: new tenant additions across our entire portfolio, renewals or extensions of customer contracts, escalations and cancellations of customer contracts. See *"Item 7. MD&A—Accounting and Reporting Matters—Critical Accounting Policies and Estimates"* for a further discussion of our revenue recognition policies. Tenant additions were influenced by the previously mentioned growth in the wireless communications industry. We amended a site rental contract with one of our four largest customers during 2010 to provide the customer with the ability to add equipment to its existing antennas on our wireless infrastructure without the need to pay additional rent on individual amendments at each tower, with limited exceptions, in exchange for an increase in rent on the customer's existing contracts. During 2010, we continued to derive a large portion of our site rental revenues from the four largest wireless carriers in the U.S., although a significant portion of our new tenant additions were from customers offering emerging wireless services, such as those offering wireless data only technologies, including Clearwire, a provider of wireless mobile internet services. See also *"Item 1. Business—The Company—CCUSA."*

Site rental gross margins for 2010 increased by $137.3 million, or 13%, from 2009. The increase in site rental gross margins was related to the previously mentioned 10% increase in site rental revenues. Site rental gross margins for 2010 increased primarily as a result of the high incremental margins associated with tenant additions given the relatively fixed costs to operate wireless infrastructure. The $137.3 million incremental margin represents 97% of the related increase in site rental revenues.

Network services and other revenues for 2010 increased by $33.6 million, or 25%, from 2009, and the related gross margin increased by $14.3 million, or 31%, from 2009. Our network services business is of a variable nature as these revenues are not under long-term contracts. The increase in our network services and other revenues reflect our increased market share, as well as the general volatility in the volume and mix of such work. We were able to achieve this growth in revenues while modestly expanding our related gross margin.

General and administrative expenses for 2010 increased by $7.2 million, or 5%, from 2009 but decreased to 8% of net revenues from 9%. General and administrative expenses are inclusive of stock-based compensation charges, which increased by $6.8 million from 2009 to 2010, as discussed further in note 12 to our consolidated financial statements. The increase in stock-based compensation was driven by the furthered emphasis on the long-term incentive compensation component of total compensation for senior management, which we believe further aligns compensation with stockholder value. Typically, our general and administrative expenses do not significantly increase as a result of new tenant additions on our wireless infrastructure.

Adjusted EBITDA for 2010 increased by $151.6 million, or 16%, from 2009. Adjusted EBITDA was positively impacted by the growth in our site rental and services businesses, including the high incremental site rental margin on the new tenant additions.

Depreciation, amortization and accretion for 2010 increased by $11.4 million, or 2%, from 2009. The small increase is consistent with the movement in our fixed assets and intangible assets, which did not materially change between 2009 and 2010.

During 2009 and 2010, we refinanced the vast majority of our debt in order to extend and ladder the maturities of our debt portfolio. This refinancing activity included purchasing and early retiring certain of our debt, resulting in a net loss of $138.4 million for 2010, inclusive of make whole payments. The increase in interest expense and amortization of deferred financing costs of $44.9 million, or 10%, in 2010 resulted predominately from (1) a $35.4 million increase in the amortization of interest rate swaps primarily related to the loss on the swaps hedging the refinancing of the 2005 tower revenue notes and the 2006 tower revenue notes and (2) the net impact of our various refinancings. During 2010, we realized losses on interest rate swaps of $286.4 million, which predominately resulted from an increase in the liability due to changes in the LIBOR yield curve for those swaps not subject to hedge accounting. As of December 31, 2010, all of our forward-starting interest rate swaps are settled. For a further discussion of the debt refinancings and the interest rate swaps see notes 6 and 7 to our consolidated financial statements, *"Item 7. MD&A—Liquidity and Capital Resources"* and *"Item 7A. Quantitative and Qualitative Disclosures About Market Risk."*

Benefit (provision) for income taxes for 2010 was a benefit of $28.8 million compared to a benefit of $77.7 million for 2009. As further discussed in note 9 to our consolidated financial statements, we were limited in our ability to recognize federal tax benefits on our losses during 2010, except for $19.8 million of federal tax benefits recorded predominately as a result of discrete events, including acquisitions. As of December 31, 2010, we are unable to recognize additional federal tax benefits in future periods unless discrete events allow us to record additional deferred tax liabilities. Tax benefits for 2010 predominately reflect our recognition of federal tax benefits on our losses and a reversal of $20.6 million of state tax valuation allowance.

Net income (loss) attributable to CCIC stockholders for 2010 was a loss of $310.2 million, inclusive of (1) net losses from interest rate swaps of $286.4 million and (2) net losses from repayments and purchases and early retirement of debt of $138.4 million. Net income (loss) attributable to CCIC stockholders for 2009 was a loss of $115.4 million, inclusive of (1) net losses from repayments and purchases and early retirement of debt of $91.1 million and (2) net losses from interest rate swaps of $93.0 million. The increase in net loss was predominately due to (1) the previously mentioned charges and benefits and (2) the previously mentioned increase in interest expense of $44.9 million, partially offset by (3) growth in our site rental and service businesses.

CCAL—2010 and 2009. The increases and decreases between 2010 and 2009 are inclusive of exchange rate fluctuations. The average exchange rate of Australian dollars to U.S dollars for 2010 was approximately 0.92, an increase of 16% from approximately 0.79 for the same period in the prior year. See *"Item 7A. Quantitative and Qualitative Disclosures About Market Risk."*

Total net revenues for 2010 increased by $18.1 million, or 21%, from 2009. Site rental revenues for 2010 increased by $16.0 million, or 21%, from 2009. The increase in the exchange rate positively impacted net revenues and site rental revenues by approximately $14.3 million and $12.9 million, respectively, and accounted for an increase of 17% in both net revenues and site rental revenues for 2010 from 2009. Site rental revenues were also impacted by various other factors inclusive of straight-line accounting, including, in no particular order: new tenant additions on our wireless infrastructure, renewals of customer contracts, escalations and cancellations of customer contracts.

Site rental gross margins increased by $9.7 million, or 18%, for 2010 from $53.6 million, and Adjusted EBITDA for 2010 increased by $7.0 million, or 15%, from 2010. The increase in the site rental gross margin and Adjusted EBITDA were predominately due to exchange rate fluctuations.

Net income (loss) attributable to CCIC stockholders for 2010 was a net loss of $0.7 million, compared to a net income of $1.1 million for 2009. The change from net income to net loss was predominately due to the following, exclusive of the impact from exchange rate fluctuations: (1) an increase in interest expense and amortization of deferred financing costs, the majority of which was due to an increase in the variable interest rate of our intercompany debt, (2) an increase in general and administrative expenses due to an increase in stock-based compensation, and (3) lower depreciation expense for 2011, as a result of recording depreciation expense for towers that were acquired in 2008 with short useful lives for accounting purposes driven by the short term of the underlying ground lease.

Liquidity and Capital Resources

Overview

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

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

We seek to maintain a capital structure that we believe drives long-term stockholder value and optimizes our weighted-average cost of capital. We target a leverage ratio of approximately four to six times Adjusted EBITDA and interest coverage of approximately three times Adjusted EBITDA, subject to various factors such as the availability and cost of capital and the potential long-term return on our discretionary investments. We may choose to increase or decrease our leverage and coverage from these targets for various periods of time.

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

We pay minimal cash income taxes as a result of our net operating loss carryforwards. We may generate taxable income in the future, and if so, we may utilize all or a portion of our $2.5 billion of federal net operating losses to offset such income. If we were to approach the exhaustion of our net operating loss carryforwards or if there were relevant tax law changes, we would evaluate our options with respect to appropriately managing our tax position . These options may include a conversion to a real estate investment trust ("REIT"), which would require the payment of dividends on our common stock. If we were to convert to a REIT, we expect that certain subsidiaries would not qualify as a REIT and would continue to be subject to corporate income taxes.

Liquidity Position. The following is a summary of our capitalization and liquidity position after giving effect to the WCP acquisition, the January 2012 refinancing and the preferred stock conversion expected to occur in February 2012. See *"Item 7A. Quantitative and Qualitative Disclosures About Market Risk"* and notes 6 and 8 to our consolidated financial statements for additional information regarding our debt.

	December 31, 2011	
	(In thousands of dollars)	
Cash and cash equivalents(a)(c)	$	563,951
Undrawn revolving credit facility availability(b)		1,000,000
Debt and other long-term obligations(c)		7,935,673
Stockholders' equity		2,688,557

(a) Exclusive of restricted cash.
(b) Availability at any point in time is subject to reaffirmation of the representations and warranties in, and there being no default under, our credit agreement. See *"Item 7. MD&A—Liquidity and Capital Resources—Financing Activities"* and *"Item 7. MD&A—Liquidity and Capital Resources—Debt Covenants."*
(c) Exclusive of the $500.0 million delayed draw term loan.

During January 2012, we refinanced our credit facility through (1) a $500.0 million undrawn delayed draw term loan due in 2017, (2) a $1.6 billion term loan due in 2019, and (3) a $1.0 billion undrawn revolving credit facility due in 2017. This refinancing effectively extended the maturity of our credit facility and provided funding for the WCP acquisition and the anticipated acquisition of the NextG (for approximately $1.0 billion of cash, subject to adjustment), which is expected to close in the second quarter of 2012. See notes 6 and 20 to our consolidated financial statements.

Over the next 12 months:

- we expect that our cash on hand, undrawn revolving credit facility availability, the proceeds of our $500.0 million delayed-draw credit facility and net cash provided by operating activities (net of cash interest payments) should be sufficient to cover our expected (1) debt service obligations of $32.5 million (principal payments), (2) capital expenditures of roughly $350 million (sustaining and discretionary) and (3) NextG acquisition. As CCIC and CCOC are holding companies, this cash flow from operations is generated by our operating subsidiaries.
- we have no debt maturities other than principal payments on amortizing debt. We do not anticipate the need to access the capital markets to refinance our existing debt until at least 2015. See *"Item 7A. Quantitative and Qualitative Disclosures About Market Risk"* for a tabular presentation of our debt maturities as of December 31, 2011.

Summary Cash Flows Information

	Years Ended December 31,		
	2011	**2010**	**2009**
	(In thousands of dollars)		
Net cash provided by (used for):			
Operating activities	$ 643,454	$ 603,430	$ 571,256
Investing activities	(399,865)	(390,949)	(172,145)
Financing activities	(275,712)	(866,624)	214,396
Effect of exchange rate changes on cash	(288)	528	(2,580)
Net increase (decrease) in cash and cash equivalents	$ (32,411)	$ (653,615)	$ 610,927

Operating Activities

The increase in net cash provided by operating activities for 2011 from 2010 and 2009 was due primarily to growth in our core site rental business, partially offset by changes in working capital. The year-over-year decrease in working capital from 2010 to 2011 of $86.3 million resulted primarily from changes in deferred site rental receivables and deferred revenues. Changes in working capital, and particularly changes in deferred site rental receivables, deferred rental revenues, prepaid ground leases, restricted cash and accrued interest, can have a significant impact on net cash provided by operating activities, largely due to the timing of prepayments and receipts. We expect net cash provided by operating activities for the year ended December 31, 2011 will be sufficient to cover the next 12 months of our expected debt service obligations and capital expenditures. We expect to grow our net cash provided by operating activities in the future (exclusive of movements in working capital) if we realize expected growth in our site rental business.

Investing Activities

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

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

	For Years Ended December 31,		
	2011	2010	2009
	(In thousands of dollars)		
Discretionary:			
Purchases of land interests	$ 196,380	$ 109,097	$ 25,495
Wireless infrastructure improvements and other	82,780	73,917	101,298
Construction of wireless infrastructure	45,391	20,718	18,683
Sustaining	23,391	24,326	28,059
Total	$ 347,942	$ 228,058	$ 173,535

Other than sustaining capital expenditures, which we expect to be approximately $22 million to $27 million for the year ended December 31, 2012, our capital expenditures are discretionary and are made with respect to activities which we believe exhibit sufficient potential to improve our long-term results of operations on a per share basis. We expect to use roughly $350 million of our cash flows on capital expenditures (sustaining and discretionary) for full year 2012, with less than one-fourth of our total capital expenditures targeted for our existing wireless infrastructure assets related to customer installations and related capacity improvement. Our decisions regarding capital expenditures are influenced by the availability and cost of capital and expected returns on alternative investments. The following is a discussion of certain aspects of our capital expenditures.

- We increased our purchases of land interests from 2010 to 2011 as a result of our focus on maintaining long-term control of our assets. We expect to retain long-term control of our towers by continuing to supplement land interest purchases with extensions of the terms of ground leases for land under our towers. Purchases of land interests for 2011 included $87.7 million for perpetual easements and other interests purchased in a single transaction. Total consideration for this single transaction was $89.3 million.
- Wireless infrastructure improvement capital expenditures typically vary based on (1) the type of work performed on the wireless infrastructure, with the installation of a new antenna typically requiring greater capital expenditures than a modification to an existing installation, (2) the existing capacity of the wireless structure prior to installation and (3) changes in structural engineering regulations and our internal structural standards.

Acquisitions. See note 20 for a discussion of the definitive agreement to acquire NextG and the WCP acquisition. See note 3 for a discussion of the acquisition of NewPath in 2010.

Financing Activities

We seek to allocate cash generated by our operations in a manner that will enhance per share operating results, which may include various financing activities, such as (in no particular order) purchasing our common stock and purchasing or redeeming our debt. During 2010 and 2009, we extended the maturities of our debt by issuing an aggregate $6.3 billion face value of debt and purchased and repaid $5.8 billion face value of debt. Since the beginning of 2009, we have purchased an aggregate of 11.6 million shares of common stock for $465.9 million, which we believe is consistent with our objective to drive per share operating results. In the beginning of 2012, our financing activities predominately related to refinancing our credit facility, which effectively extended the maturity of our credit facility as well as provided funding for the WCP acquisition and the expected closing of the NextG acquisition. See *"Item 7. MD&A—Liquidity and Capital Resources—Overview"* and note 20 to our consolidated financial statements for additional information regarding the January 2012 refinancing.

Incurrence of Debt. See note 6 to our consolidated financial statements for a discussion of our issuances of debt during 2009 and 2010, which extended the maturities of our debt portfolio. As of December 31, 2011, 71% of our CCUSA towers and the cash flows from these towers effectively secure $4.6 billion of our debt. In addition, distributions paid from our entities that hold approximately 4,900 towers will also service this secured debt. In addition, nearly all of the third party land interests and other assets acquired in the WCP acquisition and the cash flows derived therefrom are effectively pledged as security on the debt assumed in connection with the WCP acquisition. See *"Item 7. MD&A—Liquidity and Capital Resources—Overview—Liquidity Position"* and note 20 to our consolidated financial statements for a further discussion on the refinancing of our credit facility in January 2012.

Debt Purchases and Repayments. See note 6 to our consolidated financial statements for a summary of our purchases and repayments of debt during 2009 and 2010, including the gains (losses) on retirement of long-term obligations. See note 20 to our consolidated financial statements for a discussion of the refinancing of our credit facility in January 2012.

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

Common Stock and Preferred Stock Activity. As of December 31, 2011, 2010 and 2009, we had 284.4 million, 290.8 million and 292.7 million common shares outstanding, respectively. During 2011, we purchased 7.4 million shares of common stock at an average price of $41.12 per share utilizing $303.4 million in cash. We may continue to purchase our common stock in the future as we seek to allocate capital to discretionary investments in a manner that we believe will enhance per share results. During 2011, we paid $15.0 million to purchase a portion of our 6.25% redeemable convertible preferred stock, thereby reducing the number of common shares issuable upon conversion of such preferred stock by 0.3 million. In January 2012, we exercised our right to convert all of the outstanding 6.25% redeemable convertible preferred stock into 8.3 million shares of common stock. See *"Item 1. Business—Strategy"* and note 20 to our consolidated financial statements.

Revolving Credit Facility. The proceeds of our revolving credit facility may be used for general corporate purposes, which may include the financing of capital expenditures, acquisitions and purchases of our common stock. Typically, we use our revolving credit facility to fund discretionary investments and not for operating activities, such as working capital, which are typically funded by net cash provided by operating activities. As of February 6, 2012, there were no amounts outstanding under our revolving credit facility. See *"Item 7. MD&A—Liquidity and Capital Resources—Overview"* and note 20 to our consolidated financial statements for additional information regarding our January 2012 refinancing.

Restricted Cash. Pursuant to the indentures governing our operating companies' debt securities, all rental cash receipts of the issuers of these debt instruments and their subsidiaries are restricted and held by an indenture trustee. The restricted cash in excess of required reserve balances is subsequently released to us in accordance with the terms of the indentures. See also notes 2 and 6 to our consolidated financial statements.

Contractual Cash Obligations

The following table summarizes our contractual cash obligations as of December 31, 2011 after giving effect to the WCP acquisition, the January 2012 refinancing and the preferred stock conversion. These contractual cash obligations relate primarily to our outstanding borrowings and lease obligations for land interests under our towers. The debt maturities reflect contractual maturity dates and do not consider the impact of the principal payments that will commence following the anticipated repayment dates on the tower revenue notes (see footnote (c)).

	Years Ending December 31,						
Contractual Obligations (a)	**2012**	**2013**	**2014**	**2015**	**2016**	**Thereafter**	**Totals**
	(In thousands of dollars)						
Debt and other long-term obligations(b)(c)(d)	$ 49,864	$ 60,313	$ 60,806	$ 927,537	$ 59,712	$ 6,850,047	$ 8,008,279
Interest payments on debt and other long-term obligations(c)(d)(e)	461,796	465,976	463,091	446,096	419,272	8,262,405	10,518,636
Lease obligations(f)	301,264	305,278	307,267	308,801	311,242	3,907,901	5,441,753
Definitive acquisition agreements(g)	1,009,865	—	—	—	—	—	1,009,865
Other	6,555	1,489	1,981	1,147	871	—	12,043
Total contractual obligations	$ 1,829,344	$ 833,056	$ 833,145	$ 1,683,581	$ 791,097	$ 19,020,353	$ 24,990,576

(a) The following items are in addition to the obligations disclosed in the above table:
- We have a legal obligation to perform certain asset retirement activities, including requirements upon lease and easement terminations to remove wireless infrastructure or remediate the land upon which our wireless infrastructure resides. The cash obligations disclosed in the above table, as of December 31, 2011, are exclusive of estimated undiscounted future cash outlays for asset retirement obligations of approximately $1.4 billion. As of December 31, 2011, the net present value of these asset retirement obligations was approximately $68.5 million.
- We are contractually obligated under letters of credit to various landlords, insurers and other parties in connection with certain contingent retirement obligations under various wireless infrastructure land interest leases and certain other contractual obligations. The letters of credit were issued through one of CCUSA's lenders in amounts aggregating $10.8 million and expire on various dates through December 2012.
- We are contractually obligated to pay or reimburse others for property taxes related to our wireless infrastructure. See note 14 to our consolidated financial statements.

(b) Inclusive of $47.8 million related in installment purchases of land interests.

(c) The impact of principal payments that will commence following the anticipated repayment dates of our tower revenue notes are not considered. The anticipated repayment dates for the tower revenue notes are in 2015, 2017 and 2020. If the tower revenue notes are not repaid in full by the applicable anticipated repayment dates, the applicable interest rate increases by approximately 5% per annum and monthly principal payments commence using the Excess Cash Flow of the issuers of the tower revenue notes. The tower revenue notes are presented based on their contractual maturity dates ranging from 2035 to 2040 and include the impact of an assumed 5% increase in interest rate that would occur following the anticipated repayment dates but exclude the impact of monthly principal payments that would commence using Excess Cash Flow of the issuers of the tower revenue notes. The full year 2011 Excess Cash Flow of the issuers of the tower revenue notes was approximately $456 million. The anticipated repayment date is 2015 for each class of the debt assumed in connection with the WCP acquisition ("WCP securitized notes").

(d) If the WCP securitized notes are not repaid in full by their anticipated repayment dates, the applicable interest rate increases by an additional approximately 5% per annum. If the WCP securitized notes are not repaid in full by their rapid amortization date of 2017, monthly principal payments commence using the Excess Cash Flow of the issuers of the WCP securitized notes. The WCP securitized notes are presented based on their contractual maturity dates in

2040. The full year 2011 Excess Cash Flow of the issuers of the WCP securitized notes was approximately $17 million. In connection with the WCP acquisition, we acquired restricted cash of $29.5 million that if not spent on towers or third party land interests by November 2012 will be required to be used to repay principal amounts outstanding on the WCP securitized notes.

(e) Interest payments on the floating rate debt are based on estimated rates currently in effect.

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

(g) In December 2011, we entered into a definitive agreement to acquire NextG for approximately $1.0 billion in cash, subject to certain adjustments.

The following table summarizes our rights to the land interests under our towers, including renewal terms at our option, as of December 31, 2011. As of December 31, 2011, the leases for land interests under our towers had an average remaining life of approximately 31 years, weighted based on site rental gross margin. See *"Item 1A. Risk Factors."*

Remaining Term, In Years(c)	**Percent of Total Towers**	**Percent of Total Site Rental Gross Margins(a)(b)**
Owned in fee or perpetual or long-term easements	27%	34%
20+ years	40%	39%
10 years to less than 20 years	20%	16%
5 years to less than 10 years	9%	8%
1 year to less than 5 years	3%	2%
0 to less than 1 year	1%	1%
Total	100%	100%

(a) For the year ended December 31, 2011.

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

(c) Inclusive of renewal terms at our option.

Debt Covenants

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

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

The following are the ratios applicable to the financial maintenance, restrictive and cash trap reserve covenants under our debt agreements, after giving effect to the WCP acquisition and the January 2012 refinancing.

	Type		Debt	Current Covenant Requirement	As of December 31, 2011	Latest Issuance Date
CCIC:						
Leverage ratio	Restrictive	(f)	9% Senior Notes	≤7.00	5.9	6.7
Leverage ratio	Restrictive	(f)	7.125% Senior Notes	≤7.00	5.9	6.3
CCOC:						
Net leverage ratio(a)	Maintenance	(g)	Credit Agreement	≤6.0	4.8	4.8
Interest coverage ratio(b)	Maintenance	(g)	Credit Agreement	≥2.5	3.9	3.9
Tower and third party land interest companies:						
Debt service coverage ratio(c)(d)	Cash Trap	(h)	2010 Tower Revenue Notes	>1.75	3.6	3.1
Debt service coverage ratio(c)(d)	Cash Trap	(h)	2009 Securitized Notes	>1.30	3.0	2.4
Fixed charge coverage ratio(c)(d)	Cash Trap	(h)	7.75% Secured Notes	>1.35	3.1	2.5
Debt service coverage ratio(e)	Cash Trap	(h)	WCP Securitized Notes	≥1.30	2.0	N/A

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

(b) The Consolidated Interest Coverage Ratio for CCOC is calculated as the ratio of Consolidated EBITDA for the most recently completed quarter multiplied by four to Consolidated Pro forma Debt Service (as defined in the credit agreement). Consolidated Pro forma Debt Service is calculated as interest to be paid over the succeeding 12 months on the principal balance of debt (excluding debt held by CCIC, CCOC or any restricted subsidiary) then outstanding based on the then current interest rate for such debt.

(c) The 2009 securitized notes and 2010 tower revenue notes also have amortization coverage thresholds of 1.15 and 1.45, respectively, which could result in applying current and future cash in the reserve account to prepay the debt with applicable prepayment consideration. For the 7.75% secured notes, if the Consolidated Fixed Charge Coverage Ratio is equal to or less than 1.20 and the aggregate amount of cash deposited in the Cash Trap Reserve Sub-account (as defined in the indenture) exceeds $100.0 million, the issuing subsidiaries will be required to commence an offer to purchase the 7.75% secured notes using the cash in such account. See note (d) below for a discussion of the calculation of the Debt Service Coverage Ratio and Consolidated Fixed Charge Coverage Ratio.

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

(e) In connection with the WCP acquisition, we assumed WCP's debt of approximately $320 million . The Debt Service Coverage Ratio on the WCP securitized debt is calculated as Net Cash Flow (as defined in the indenture) less: (1) the Series 2010-1 Class A Targeted Amortization Amounts (as defined in the indenture) for the immediately succeeding 12 payment dates and (2) the Unpaid Series 2010-1 Class A Monthly Amortization Amount (as defined in the indenture) to the payments of interest that the issuers of such debt will be required to pay on the succeeding 12 payment dates on the principal balance of the WCP securitized notes. The WCP securitized debt also has an amortization threshold of 1.15, which could result in applying all Excess Cash Flow (as defined in the indenture) to prepay principal amounts with applicable prepayment consideration. In addition, if the Non-Performing Wireless Site Contract Ratio (as defined in the indenture) on the WCP securitized notes is greater than 10%, it could result in applying all Excess Cash Flow to prepay principal amounts with applicable prepayment consideration.

(f) The 9% senior notes and 7.125% senior notes contain restrictive covenants with which CCIC and our restricted subsidiaries must comply, subject to a number of exceptions and qualifications, including restrictions on our ability to incur incremental debt, issue preferred stock, guarantee debt, pay dividends, repurchase our capital stock, use assets as security in other transactions, sell assets or merge with or into other companies, and make certain investments. Certain of these covenants are not applicable if there is no event of default and if the ratio of our Consolidated Debt (as defined in the senior notes indenture) to our Adjusted Consolidated Cash Flows (as defined in the senior notes indenture) is less than 7.0 to 1.

(g) Failure to comply with the ratios applicable to the financial maintenance could result in default under our credit agreement.

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

Off-balance Sheet Arrangements

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

Accounting and Reporting Matters

Critical Accounting Policies and Estimates

The following is a discussion of the accounting policies and estimates that we believe (1) are most important to the portrayal of our financial condition and results of operations and (2) require our most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. The critical accounting policies and estimates for 2011 are not intended to be a comprehensive list of our accounting policies and estimates. See note 2 to our consolidated financial statements for a summary of our significant accounting policies. In many cases, the accounting treatment of a particular transaction is specifically dictated by GAAP, with no need for management's judgment. In other cases, management is required to exercise judgment in the application of accounting principles with respect to particular transactions.

Revenue Recognition. Over 91% of our total revenue for 2011 consists of site rental revenues, which are recognized on a monthly basis over the fixed, non-cancelable term of the relevant contract (generally ranging from five to 15 years), regardless of whether the payments from the customer are received in equal monthly amounts. If the payment terms call for fixed escalations (as in fixed dollar or fixed percentage increases) or rent free periods, the effect is recognized on a straight-line basis over the fixed, non-cancelable term of the contract. When calculating our straight-line rental revenues, we consider all fixed elements of tenant contractual escalation provisions, even if such escalation provisions contain a variable element (such as an escalator tied to an inflation-based index) in addition to a minimum. Any up-front billings to customers for their negotiated share of the cost of wireless infrastructure modifications required to accommodate the installation of customer equipment are initially deferred and recognized over the term of the applicable site rental contract. Since we recognize revenue on a straight-line basis, a portion of the site rental revenue in a given period represents cash collected or contractually collectible in other periods. We record a deferred site rental receivable for the difference between the straight-lined amount and the rent billed. We record an allowance for uncollectible deferred site rental revenues for which increases or reversals of this allowance impact our site rental revenues. See note 2 to our consolidated financial statements.

We provide network services relating to our wireless infrastructure, which represent less than 9% of our total revenues for 2011. Network services and other revenue relate to installation services, as well as the following additional site development services relating to existing and new antenna installations on our wireless infrastructure: site acquisition, architectural and engineering, zoning and permitting, fiber installations, other construction and other services related to network development. Network services revenues are recognized after completion of the applicable service. We account for network services separately from the customer's subsequent site rental.

See *"Item 1. Business—CCUSA"* for a further discussion of our site rental and network services business.

Accounting for Long-Lived Assets — Valuation. As of December 31, 2011, our largest asset was our telecommunications towers (representing approximately $3.6 billion, or 73%, of our $4.9 billion in net book value of property and equipment), followed by intangible assets and goodwill (approximately $2.2 billion and $2.0 billion in net book value, respectively, resulting predominately from the Global Signal Merger in 2007 and other acquisitions of large tower portfolios). Nearly all (approximately $2.1 billion net book value at December 31, 2011) of our identifiable intangibles relate to the site rental contracts and customer relationships intangible assets. See note 2 to our consolidated financial statements for further information regarding the nature and composition of the site rental contracts and customer relationships intangible assets.

For our business combinations, we allocate the purchase price to the assets acquired and liabilities assumed based on their estimated fair value at the date of acquisition. Any purchase price in excess of the net fair value of the assets acquired and liabilities assumed is allocated to goodwill. The fair value of the vast majority of our assets and liabilities is determined by using either:

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

The purchase price allocation requires subjective estimates that, if incorrectly estimated, could be material to our consolidated financial statements, including the amount of depreciation, amortization and accretion expense. The most important estimates for measurement of tangible fixed assets are (1) the cost to replace the asset with a new asset and (2) the economic useful life after giving effect to age, quality and condition. The most important estimates for measurement of intangible assets are (1) discount rates and (2) timing and amount of cash flows including estimates regarding customer renewals and cancellations. The determination of the final purchase price allocation could extend over several quarters resulting in the use of preliminary estimates that are subject to adjustment until finalized.

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

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

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

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

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

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

Our determination that an adverse event or change in circumstance has occurred that indicates that the carrying amounts may not be recoverable will generally involve (1) a deterioration in an asset's financial performance compared to historical results, (2) a shortfall in an asset's financial performance compared to forecasted results, or (3) changes affecting the utility and estimated future demands for the asset. When considering the utility of our assets, we consider events that would meaningfully impact (1) our wireless infrastructure or (2) our customer relationships. For example, consideration would be given to events that impact (1) the structural integrity and longevity of our wireless infrastructure or (2) our ability to derive benefit from our existing customer relationships, including events such as bankruptcy or insolvency or loss of a significant customer. During 2011, there were no events or circumstances that caused us to review the carrying value of our intangible assets and property and equipment due in part to our assets performing consistently with or better than our expectations.

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

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

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

We performed our annual goodwill impairment test as of October 1, 2011 utilizing the qualitative assessment. We determined that the "more likely than not" threshold was achieved and no further testing of goodwill was required. This assessment was based in part on the fair value of our net assets as measured by our market capitalization exceeding by over five times the aggregate carrying amount of the reporting units as of December 31, 2011.

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

Before giving effect to any valuation allowances, we are in an overall net deferred tax asset position in the U.S. and Australia. During 2011, in our judgment, the deferred tax assets did not meet the "more likely than not" realization threshold under GAAP principally due to our recent history of substantial losses, and as a result, we continued to record a valuation allowance fully offsetting our net deferred tax assets. Our U.S. federal and Australia valuation allowances comprise the majority of the total allowance and amounted to $130.2 million and $64.1 million, respectively, as of December 31, 2011. Although we reported pre-tax earnings in 2011, because of the fully reserved deferred position, the impact of taxes on our net income for 2011 is immaterial. See note 9 to our consolidated financial statements.

We intend to review our conclusion about the appropriate amount of our deferred income tax asset valuation allowance in light of circumstances existing in future periods. Should we continue to generate earnings at the level generated in 2011, this positive evidence would likely change our conclusion as to the realizability of the deferred tax assets which would result in a reversal of some or all of the valuation allowance. Given the importance of future annual earnings to this assessment, management's consideration would likely extend to late 2012 unless events or changes in circumstances lead to a change in our conclusion before then. One potential transaction that could result in adjustment of our valuation allowance is the consummation of our recently announced agreement to acquire NextG (see note 20 to the our consolidated financial statements). If the NextG acquisition is consummated, because of the expected significant deferred tax liabilities that would be recorded in purchase accounting related to the target company, we would likely be required to reverse a substantial portion of our existing U.S. federal valuation allowance to earnings as the acquired deferred tax liabilities would serve to offset our deferred tax assets eliminating the need for some or all of the related valuation allowance.

Any future reversal of the valuation allowance would have a favorable impact on our net income but would have no effect on our cash flows. While a reversal, if any, of the valuation allowance would have a positive effect on the Company's net income in the period of reversal, our net income in periods after such reversal would be reduced as a result of an increase in the provision for income taxes to approximately the statutory rate.

Impact of Accounting Standards Issued But Not Yet Adopted and Those Adopted in 2011

In October 2009, Financial Accounting Standards Board ("FASB") issued guidance that addressed how to recognize revenue for transactions with multiple deliverables. This guidance revises the criteria for separating, measuring and allocating arrangement consideration to each consideration deliverable, which must be estimated if there is not a history of selling the deliverable on a stand-alone basis or third-party evidence of selling price. The provisions of this guidance were effective for us as of January 1, 2011 and were applied prospectively. The adoption of this guidance did not have a material impact on our consolidated financial statements and did not result in a change to the pattern and timing of our revenue recognition.

In September 2011, the FASB issued an amendment to the guidance on goodwill impairment testing. The amended guidance permits an entity to first perform a qualitative assessment to determine whether it is "more likely than not" that the fair value of a reporting unit is less than its carrying amount. If it is concluded that it is "more likely than not" that the fair value of a reporting unit is less than its carrying amount, it is then necessary to perform the two-step goodwill impairment test, which is discussed further in note 2 to our consolidated financial statements. Otherwise, the two-step goodwill impairment test is not required. We have adopted this amended guidance effective during 2011. See *"Item 7. MD&A—Accounting and Reporting Matters—Critical Accounting Policies and Estimates—Accounting for Long-Lived Assets—Impairment Evaluation—Goodwill."*

Non-GAAP Financial Measures

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

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

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

Our management uses Adjusted EBITDA:

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

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

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

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

Interest Rate Risk

Our interest rate risk relates primarily to the impact of interest rate movements on the following, after giving effect to the WCP acquisition and the January 2012 refinancing:

- the potential refinancing of our existing debt ($8.0 billion and $6.9 billion of debt outstanding at December 31, 2011 and 2010, respectively);
- our $1.6 billion of floating rate debt representing approximately 20% of total debt compared to 11% in the prior year; and
- potential future borrowings of incremental debt.

Potential Refinancing of Existing Debt

Over the next 12 months we have no debt maturities other than principal payments on amortizing debt. We do not anticipate the need to access the capital markets to refinance our existing debt until at least 2015, which reflects the impact of refinancings that extended our debt maturities. As of December 31, 2011, we have no interest rate swaps hedging any refinancings. See *"Item 7. MD&A—Liquidity and Capital Resources—Overview."*

Floating Rate Debt

We manage our exposure to market interest rates on our existing debt by controlling the mix of fixed and floating rate debt. As of December 31, 2011, after giving effect to the January 2012 refinancing and the WCP acquisition, we had $1.6 billion of floating rate debt. As a result, a hypothetical unfavorable fluctuation in market interest rates on our existing debt of two percentage points over a 12 month period would increase our interest expense by approximately $32 million.

Potential Future Borrowings of Incremental Debt

We typically do not hedge our exposure to interest rates on potential future borrowings of incremental debt for a substantial period prior to issuance. See *"Item 7. MD&A—Liquidity and Capital Resources"* regarding our short-term liquidity strategy and note 20 to our consolidated financial statements regarding our January 2012 refinancing, including our undrawn revolving credit facility and delayed draw term loan.

The following table provides information about our market risk related to changes in interest rates. The future principal payments and weighted-average interest rates are presented as of December 31, 2011 and are after giving effect to the January 2012 refinancing and the WCP acquisition. These debt maturities reflect contractual maturity dates, and do not consider the impact of the principal payments that will commence following the anticipated repayment dates of certain notes (see footnote (c)). See note 6 to our consolidated financial statements for additional information regarding our debt.

	Future Principal Payments and Interest Rates by the Debt Instruments' Contractual Year of Maturity							
	2012	**2013**	**2014**	**2015**	**2016**	**Thereafter**	**Total**	**Fair Value(a)**
	(Dollars in thousands)							
Fixed rate debt (c)	$ 33,864	$ 44,313	$ 44,806	$ 911,537	$ 43,712	$ 5,330,047 (c)	$ 6,408,279 (c)	$ 6,820,344
Average interest rate (b)(c)	5.0%	4.9%	5.0%	8.8%	5.1%	9.2% (c)	9.0% (c)	
Variable rate debt	$ 16,000	$ 16,000	$ 16,000	$ 16,000	$ 16,000	$ 1,520,000	$ 1,600,000	$ 1,600,000
Average interest rate	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	

(a) The fair value of our debt is based on indicative quotes (that is, non-binding quotes) from brokers that require judgment to interpret market information, including implied credit spreads for similar borrowings on recent trades or bid/ask offers. These fair values are not necessarily indicative of the amount, which could be realized in a current market exchange.

(b) The average interest rate represents the weighted-average stated coupon rate (see footnote (c)).

(c) The impact of principal payments that will commence following the anticipated repayment dates are not considered. The anticipated repayment dates are 2015, 2017 and 2020, as applicable for the 2010 tower revenue notes. As previously discussed, if the tower revenue notes are not repaid in full by the applicable anticipated repayment dates, the applicable interest rate increases by approximately 5% per annum and monthly principal payments commence using the Excess Cash Flow of the issuers of the tower revenue notes. The tower revenue notes are presented based on their contractual maturity dates ranging from 2035 to 2040 and include the impact of an assumed 5% increase in interest rate that would occur following the anticipated repayment dates but exclude the impact of monthly principal payments that would commence using Excess Cash Flow of the issuers of the tower revenue notes. The full year 2011 Excess Cash Flow of the issuers of the tower revenue notes was approximately $456 million. The anticipated repayment date is 2015 for each class of the WCP securitized notes. If the WCP securitized notes are not repaid in full by their anticipated repayment dates, the applicable interest rate increases by an additional approximately 5% per annum. If the WCP securitized notes are not repaid in full by their rapid amortization date of 2017, monthly principal payments commence using the Excess Cash Flow of the issuers of the WCP securitized notes, The WCP securitized notes are presented based on their contractual maturity dates in 2040. The full year 2011 Excess Cash Flow of the issuers of the WCP securitized notes was approximately $17 million. We acquired restricted cash of $29.5 million that if not spent on third party land interests by November 2012 will be required to be used to repay principal amounts outstanding on the WCP securitized debt.

Foreign Currency Risk

The vast majority of our foreign currency risk is related to the Australian dollar which is the functional currency of CCAL. CCAL represented 6% of our consolidated revenues and 4% of our consolidated operating income for 2011. As of December 31, 2011, the Australian dollar exchange rate had strengthened compared to the U.S. dollar by approximately 12% from the average rate for 2010. See *"Item 7. MD&A—Results of Operations—Comparison of Operating Segments."*

Foreign exchange markets have recently been volatile, and we expect foreign exchange markets to continue to be volatile over the near term. We believe the risk related to our financial instruments (exclusive of inter-company financing deemed a long-term investment) denominated in Australian dollars is not significant to our financial condition. A hypothetical increase or decrease of 25% in Australian dollar exchange rate would increase or decrease the fair value of our financial instruments by approximately $8 million.

Item 8. *Financial Statements and Supplementary Data*

Crown Castle International Corp. and Subsidiaries
Index to Consolidated Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

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

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

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

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

/s/ PricewaterhouseCoopers LLP

Pittsburgh, Pennsylvania
February 13, 2012

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

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

We have audited the accompanying consolidated balance sheet of Crown Castle International Corp. and subsidiaries (the Company) as of December 31, 2010, and the related consolidated statements of operations and comprehensive income (loss), cash flows, and redeemable convertible preferred stock and equity for each of the years in the two-year period ended December 31, 2010. In connection with our audits of the consolidated financial statements, we also have audited the 2010 and 2009 information in financial statement schedule II. These consolidated financial statements and the financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements and the financial statement schedule based on our audits.

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

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

/s/ KPMG LLP

Pittsburgh, Pennsylvania
February 15, 2011

CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES

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

	December 31, 2011	December 31, 2010
ASSETS		
Current assets:		
Cash and cash equivalents	$ 80,120	$ 112,531
Restricted cash	252,368	221,015
Receivables net of allowance of $5,891 and $5,683, respectively	77,258	59,912
Prepaid expenses	80,529	65,856
Deferred income tax assets	85,385	59,098
Deferred site rental receivables and other current assets, net	23,492	26,733
Total current assets	599,152	545,145
Deferred site rental receivables, net	621,103	421,304
Property and equipment, net	4,861,227	4,893,651
Goodwill	2,035,390	2,029,296
Site rental contracts and customer relationships, net	2,074,982	2,197,378
Other intangible assets, net	103,200	116,551
Long-term prepaid rent, deferred financing costs and other assets, net	250,042	266,204
Total assets	$ 10,545,096	$ 10,469,529
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 32,055	$ 39,649
Accrued interest	65,392	65,191
Deferred revenues	167,238	202,123
Other accrued liabilities	104,904	105,235
Current maturities of debt and other obligations	32,517	28,687
Total current liabilities	402,106	440,885
Debt and other long-term obligations	6,853,182	6,750,207
Deferred income tax liabilities	97,562	66,686
Deferred ground lease payable and other liabilities	500,350	450,176
Total liabilities	7,853,200	7,707,954
Commitments and contingencies (note 14)		
Redeemable convertible preferred stock, $0.1 par value; 20,000,000 shares authorized; shares issued and outstanding: December 31, 2011—6,111,000 and December 31, 2010—6,361,000; stated net of unamortized issue costs; mandatory redemption and aggregate liquidation value: December 31, 2011—$305,550 and December 31, 2010—$318,050	305,032	316,581
CCIC stockholders' equity:		
Common stock, $.01 par value; 600,000,000 shares authorized; shares issued and outstanding: December 31, 2011—284,449,372 and December 31, 2010—290,826,284	2,844	2,908
Additional paid-in capital	5,312,342	5,581,525
Accumulated other comprehensive income (loss)	(116,996)	(178,978)
Accumulated deficit	(2,811,945)	(2,960,082)
Total CCIC stockholders' equity	2,386,245	2,445,373
Noncontrolling interest	619	(379)
Total equity	2,386,864	2,444,994
Total liabilities and equity	$ 10,545,096	$ 10,469,529

See accompanying notes to consolidated financial statements.

CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
(In thousands of dollars, except per share amounts)

	Years Ended December 31, 2011	2010	2009
Net revenues:			
Site rental	$ 1,853,550	$ 1,700,761	$ 1,543,192
Network services and other	179,179	177,897	142,215
	2,032,729	1,878,658	1,685,407
Operating expenses:			
Costs of operations(a):			
Site rental	481,398	467,136	456,560
Network services and other	106,987	114,241	92,808
General and administrative	173,493	165,356	153,072
Asset write-down charges	22,285	13,687	19,237
Acquisition and integration costs	3,310	2,102	—
Depreciation, amortization and accretion	552,951	540,771	529,739
Total operating expenses	1,340,424	1,303,293	1,251,416
Operating income (loss)	692,305	575,365	433,991
Interest expense and amortization of deferred financing costs	(507,587)	(490,269)	(445,882)
Gains (losses) on retirement of long-term obligations	—	(138,367)	(91,079)
Net gain (loss) on interest rate swaps	—	(286,435)	(92,966)
Interest income	666	2,204	2,967
Other income (expense)	(5,577)	(603)	2,446
Income (loss) before income taxes	179,807	(338,105)	(190,523)
Benefit (provision) for income taxes	(8,347)	26,846	76,400
Net income (loss)	171,460	(311,259)	(114,123)
Less: Net income (loss) attributable to the noncontrolling interest	383	(319)	209
Net income (loss) attributable to CCIC stockholders	171,077	(310,940)	(114,332)
Dividends on preferred stock and losses on purchases of preferred stock	(22,940)	(20,806)	(20,806)
Net income (loss) attributable to CCIC stockholders after deduction of dividends on preferred stock and losses on purchases of preferred stock	$ 148,137	$ (331,746)	$ (135,138)
Net income (loss)	$ 171,460	$ (311,259)	$ (114,123)
Other comprehensive income (loss):			
Available-for-sale securities, net of taxes of $0, $0, and $0:			
Unrealized gains (losses), net of taxes	(7,537)	738	6,799
Derivative instruments, net of taxes of $0, $(14,997) and $60,324:			
Net change in fair value of cash flow hedging instruments, net of taxes	(973)	(140,194)	80,789
Amounts reclassified into results of operations, net of taxes	71,707	56,890	154,891
Foreign currency translation adjustments	(848)	27,908	41,399
Total other comprehensive income (loss)	62,349	(54,658)	283,878
Comprehensive income (loss)	233,809	(365,917)	169,755
Less: Comprehensive income (loss) attributable to the noncontrolling interest	750	(223)	(18)
Comprehensive income (loss) attributable to CCIC stockholders	$ 233,059	$ (365,694)	$ 169,773
Net income (loss) attributable to CCIC common stockholders, after deduction of dividends on preferred stock and losses of purchases of preferred stock, per common share:			
Basic	0.52	(1.16)	(0.47)
Diluted	0.52	(1.16)	(0.47)
Weighted-average common shares outstanding (in thousands):			
Basic	283,821	286,764	286,622
Diluted	285,947	286,764	286,622

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

See accompanying notes to consolidated financial statements.

CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS
(In thousands of dollars)

	Years Ended December 31,		
	2011	2010	2009
Cash flows from operating activities:			
Net income (loss)	$ 171,460	$ (311,259)	$ (114,123)
Adjustments to reconcile net income (loss) to net cash provided by (used for) operating activities:			
Depreciation, amortization and accretion	552,951	540,771	529,739
Gains (losses) on retirement of long-term obligations	—	138,367	91,079
Amortization of deferred financing costs and other non-cash interest	102,943	85,454	61,357
Stock-based compensation expense	32,610	36,540	29,225
Asset write-down charges	22,285	13,687	19,237
Deferred income tax benefit (provision)	4,626	(26,196)	(74,410)
Income (expense) from forward-starting interest rate swaps	—	286,435	90,302
Other adjustments	4,122	857	821
Changes in assets and liabilities, excluding the effects of acquisitions:			
Increase (decrease) in accrued interest	201	(4,285)	52,705
Increase (decrease) in accounts payable	(7,497)	1,702	(1,703)
Increase (decrease) in deferred revenues, deferred ground lease payables, other accrued liabilities and other liabilities	19,606	39,012	9,317
Decrease (increase) in receivables	(17,407)	(11,653)	(4,830)
Decrease (increase) in prepaid expenses, deferred site rental receivables, long-term prepaid rent, restricted cash and other assets	(242,446)	(186,002)	(117,460)
Net cash provided by (used for) operating activities	643,454	603,430	571,256
Cash flows from investing activities:			
Payment for acquisitions of businesses, net of cash acquired	(37,551)	(139,158)	(2,598)
Capital expenditures	(347,942)	(228,058)	(173,535)
Other investing activities, net	(14,372)	(23,733)	3,988
Net cash provided by (used for) investing activities	(399,865)	(390,949)	(172,145)
Cash flows from financing activities:			
Proceeds from issuance of long-term debt	—	3,450,000	2,726,348
Proceeds from issuance of capital stock	1,557	18,731	45,049
Principal payments on debt and other long-term obligations	(35,345)	(26,398)	(6,500)
Purchases and redemptions of long-term debt	—	(3,541,312)	(2,191,719)
Purchases of capital stock	(303,414)	(159,639)	(3,003)
Purchases of preferred stock	(15,002)	—	—
Borrowings under revolving credit facility	283,000	157,000	50,000
Payments under revolving credit facility	(189,000)	—	(219,400)
Payments for financing costs	—	(59,259)	(67,760)
Payments for forward-starting interest rate swap settlements	—	(697,821)	(36,670)
Net (increase) decrease in restricted cash	1,979	11,953	(62,071)
Dividends on preferred stock	(19,487)	(19,879)	(19,878)
Net cash provided by (used for) financing activities	(275,712)	(866,624)	214,396
Effect of exchange rate changes on cash	(288)	528	(2,580)
Net increase (decrease) in cash and cash equivalents	(32,411)	(653,615)	610,927
Cash and cash equivalents at beginning of year	112,531	766,146	155,219
Cash and cash equivalents at end of year	$ 80,120	$ 112,531	$ 766,146

See accompanying notes to consolidated financial statements.

CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES

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

	Redeemable Convertible Preferred Stock		CCIC Stockholders' Equity								
			Common Stock			Accumulated Other Comprehensive Income (Loss) ("AOCI")					
	Shares	Amount	Shares	($.01 Par)	Additional Paid-In Capital	Foreign Currency Translation Adjustments	Derivative Instruments	Unrealized Gains (Losses) on Available-for-sale Securities	Accumulated Deficit	Noncontrolling Interest	Total
Balance, January 1, 2009	6,361,000	$314,726	288,464,431	$ 2,885	$5,614,507	$ 26,821	$(435,150)	$ —	$(2,493,198)	$ —	$2,715,865
Stock-based compensation related activity, net of forfeitures	—	—	4,381,128	43	74,231	—	—	—	—	—	74,274
Purchases and retirement of capital stock	—	—	(115,875)	(1)	(2,864)	—	—	—	—	(138)	(3,003)
Foreign currency translation adjustments	—	—	—	—	—	41,626	—	—	—	(227)	41,399
Available-for-sale securities:											
Unrealized gain (loss), net of tax	—	—	—	—	—	—	—	6,799	—	—	6,799
Derivative instruments:											
Net change in fair value of cash flow hedging instruments, net of tax	—	—	—	—	—	—	80,789	—	—	—	80,789
Amounts reclassified into results of operations, net of tax	—	—	—	—	—	—	154,891	—	—	—	154,891
Dividends on preferred stock and amortization of issue costs	—	928	—	—	—	—	—	—	(20,806)	—	(20,806)
Net income (loss)	—	—	—	—	—	—	—	—	(114,332)	209	(114,123)
Balance, December 31, 2009	6,361,000	$315,654	292,729,684	$ 2,927	$5,685,874	$ 68,447	$(199,470)	$ 6,799	$(2,628,336)	$ (156)	$2,936,085

	Redeemable Convertible Preferred Stock		CCIC Stockholders' Equity								
			Common Stock			AOCI					
	Shares	Amount	Shares	($.01 Par)	Additional Paid-In Capital	Foreign Currency Translation Adjustments	Derivative Instruments	Unrealized Gains (Losses) on Available-for-sale Securities	Accumulated Deficit	Noncontrolling Interest	Total
Balance, December 31, 2009	6,361,000	$315,654	292,729,684	$ 2,927	$5,685,874	$ 68,447	$(199,470)	$ 6,799	$(2,628,336)	$ (156)	$2,936,085
Stock-based compensation related activity, net of forfeitures	—	—	2,230,458	22	55,249	—	—	—	—	—	55,271
Purchases and retirement of capital stock	—	—	(4,133,858)	(41)	(159,598)	—	—	—	—	—	(159,639)
Foreign currency translation adjustments	—	—	—	—	—	27,812	—	—	—	96	27,908
Available-for-sale securities:										—	
Unrealized gain (loss), net of tax	—	—	—	—	—	—	—	738	—	—	738
Derivative instruments:											
Net change in fair value of cash flow hedging instruments, net of tax	—	—	—	—	—	—	(140,194)	—	—	—	(140,194)
Amounts reclassified into results of operations, net of tax	—	—	—	—	—	—	56,890	—	—	—	56,890
Dividends on preferred stock and amortization of issue costs	—	927	—	—	—	—	—	—	(20,806)	—	(20,806)
Net income (loss)	—	—	—	—	—	—		—	(310,940)	(319)	(311,259)
Balance, December 31, 2010	6,361,000	$316,581	290,826,284	$ 2,908	$5,581,525	$ 96,259	$(282,774)	$ 7,537	$(2,960,082)	$ (379)	$2,444,994
Stock-based compensation related activity, net of forfeitures	—	—	1,000,891	10	34,157	—	—	—	—	—	34,167
Purchases and retirement of capital stock	—	—	(7,377,803)	(74)	(303,340)	—	—	—	—	—	(303,414)
Purchases and retirement of preferred stock and losses on purchases of preferred stock	(250,000)	(12,464)	—	—	—	—	—	—	(2,538)	—	(2,538)
Foreign currency translation adjustments	—	—	—	—	—	(1,215)	—	—	—	367	(848)
Available-for-sale securities:											
Unrealized gain (loss), net of tax	—	—	—	—	—	—	—	(7,537)	—	—	(7,537)
Derivative instruments:											
Net change in fair value of cash flow hedging instruments, net of tax	—	—	—	—	—	—	(973)	—	—	—	(973)
Amounts reclassified into results of operations, net of tax	—	—	—	—	—	—	71,707	—	—	—	71,707
Dividends on preferred stock and amortization of issue costs	—	915	—	—	—	—	—	—	(20,402)	—	(20,402)
Acquisition of noncontrolling interest	—	—	—	—	—	—	—	—	—	248	248
Net income (loss)	—	—	—	—	—	—	—	—	171,077	383	171,460
Balance, December 31, 2011	6,111,000	$305,032	284,449,372	$ 2,844	$5,312,342	$ 95,044	$(212,040)	$ —	$(2,811,945)	$ 619	$2,386,864

See accompanying notes to consolidated financial statements.

1. Basis of Presentation

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

The Company owns, operates and leases shared wireless infrastructure, including: (1) towers and other structures, such as rooftops (collectively, "towers"), (2) distributed antenna systems ("DAS")(each such system is a network of antennas for the benefit wireless carriers which is connected by fiber to communication hubs designed to facilitate wireless communications), and (3) interests in land under third party towers in various forms (collectively, "third party land interests") (unless the context otherwise suggests or requires references, herein to "wireless infrastructure" include towers, DAS and third party land interests). The Company's primary business is renting space or physical capacity (collectively, "space") on its towers, DAS and, to a lesser extent, third party land interests (collectively, "site rental business") to wireless communications companies via long-term contracts in various forms, including licenses, subleases and lease agreements (collectively, "contracts"). To a lesser extent, the Company also provides certain network services relating to its wireless infrastructure, primarily consisting of antenna installation and subsequent augmentation services (collectively, "installation services"), as well as the following additional site development services relating to existing and new antenna installations on its wireless infrastructure: site acquisition, architectural and engineering, zoning and permitting, fiber installation, other construction and other services related network development. The Company conducts its operations through wireless infrastructure portfolios in the United States, including Puerto Rico ("U.S." or "CCUSA") and Australia (referred to as "CCAL").

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

2. Summary of Significant Accounting Policies

Cash Equivalents

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

Restricted Cash

Restricted cash represents (1) the cash held in reserve by the indenture trustees pursuant to the indenture governing certain of the Company's debt instruments, (2) cash securing performance obligations such as letters of credit, as well as (3) any other cash whose use is limited by contractual provisions. The restriction of all rental cash receipts is a critical feature of the Company's debt instruments, due to the applicable indenture trustee's ability to utilize the restricted cash for the payment of (1) debt service costs, (2) ground rents, (3) real estate and personal property taxes, (4) insurance premiums related to towers, (5) other assessments by governmental authorities and potential environmental remediation costs, and (6) a portion of advance rents from customers. The restricted cash in excess of required reserve balances is subsequently released to the Company in accordance with the terms of the indentures. The Company has classified the increases and decreases in restricted cash as (1) cash provided by financing activities for cash held by indenture trustees based on consideration of the terms of the related indebtedness, although the cash flows have aspects of both financing activities and operating activities, (2) cash provided by investing activities for cash securing performance obligations, and (3) cash provided by operating activities for the other remaining restricted cash. Cash flows from operating activities on the consolidated statement of cash flows related to restricted cash was an inflow of $17.9 million, $18.9 million and $3.6 million for the years ending December 31, 2011, 2010 and 2009, respectively. Cash provided by investing activities on the consolidated statement of cash flows related to restricted cash was an inflow of $15.4 million, $-0- and $-0- for the years ending December 31, 2011, 2010 and 2009, respectively.

Receivables Allowance

An allowance for doubtful accounts is recorded as an offset to accounts receivable in order to present a net balance that the Company believes will be collected. An allowance for uncollectible amounts is recorded to offset the deferred site rental receivables that arise from site rental revenues recognized in excess of amounts currently due under the contract. The Company uses judgment in estimating these allowances and considers historical collections, current credit status and contractual provisions. Additions to the allowance for doubtful accounts are charged either to "site rental costs of operations" or to "network services and other costs of operations," as appropriate; and deductions from the allowance are recorded when specific accounts receivable are written off as uncollectible. Additions or reversals to the allowance for uncollectible deferred site rental receivables are charged to site rental revenues, and deductions from the allowance are recorded as contracts terminate. The allowance for uncollectible deferred site rental receivables was $-0- and $5.1 million as of December 31, 2011 and 2010, respectively.

Property and Equipment

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

Asset Retirement Obligations

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

Goodwill

Goodwill represents the excess of the purchase price for an acquired business over the allocated value of the related net assets. The Company tests goodwill for impairment on an annual basis, regardless of whether adverse events or changes in circumstances have occurred. The annual test begins with goodwill and all intangible assets being allocated to applicable reporting units. The Company then performs a qualitative assessment to determine whether it is "more likely than not" that the fair value of the reporting units is less than its carrying amount. If it is concluded that it is "more likely than not" that the fair value of a reporting until is less than its carrying amount, it is necessary to perform the two-step goodwill impairment test. The two-step goodwill impairment test begins with an estimation of fair value of the reporting unit using an income approach, which looks to the present value of expected future cash flows. The first step, commonly referred to as a "step-one impairment test," is a screen for potential impairment while the second step measures the amount of impairment if there is an indication from the first step that one exists. The Company's measurement of the fair value for goodwill is based on an estimate of discounted future cash flows of the reporting unit. The Company performed its annual goodwill impairment test as of October 1, 2011 utilizing the qualitative assessment and determined that the "more likely than not" threshold was achieved and no further testing of goodwill was required.

Intangible Assets

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

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

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

Deferred Financing Costs

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

Accrued Estimated Property Taxes

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

Revenue Recognition

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

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

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

Costs of Operations

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

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

Acquisition and Integration Costs

All direct or incremental costs related to a business combination are expensed as incurred. These business combination costs are included in "acquisition and integration costs" on the Company's consolidated statement of operations and comprehensive income (loss).

Stock-Based Compensation

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

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

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

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

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

(Tabular dollars in thousands, except per share amounts)

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

Interest Expense and Amortization of Deferred Financing Costs

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

	Years Ended December 31,		
	2011	2010	2009
Interest expense on debt obligations	$ 404,644	$ 404,815	$ 384,525
Amortization of deferred financing costs	15,086	15,397	26,953
Amortization of discounts on long-term debt	16,090	14,481	12,219
Amortization of interest rate swaps	71,707	54,169	18,818
Other, net of capitalized interest	60	1,407	3,367
Total	$ 507,587	$ 490,269	$ 445,882

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

Income Taxes

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

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

The Company recognizes a tax position if it is more likely than not that it will be sustained upon examination. The tax position is measured at the largest amount that is greater than 50 percent likely of being realized upon ultimate settlement. The Company reports penalties and tax-related interest expense as a component of the benefit (provision) for income taxes. As of December 31, 2011 and 2010, the Company has not recorded any penalties related to income taxes.

Per Share Information

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

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

	Years Ended December 31,		
	2011	2010	2009
Net income (loss) attributable to CCIC stockholders	$ 171,077	$ (310,940)	$ (114,332)
Dividends on preferred stock and losses on purchases of preferred stock	(22,940)	(20,806)	(20,806)
Net income (loss) attributable to CCIC common stockholders after deduction of dividends on preferred stock and losses on purchases of preferred stock	$ 148,137	$ (331,746)	$ (135,138)
Weighted-average number of common shares outstanding (in thousands):			
Basic weighted-average number of common stock outstanding	283,821	286,764	286,622
Effect of assumed dilution from potential common shares relating to stock options and restricted stock awards	2,126	—	—
Diluted weighted-average number of common shares outstanding	285,947	286,764	286,622
Net income (loss) attributable to CCIC common stockholders, after deduction of dividends on preferred stock, per common share:			
Basic	$ 0.52	$ (1.16)	$ (0.47)
Diluted	$ 0.52	$ (1.16)	$ (0.47)

For the year ended December 31, 2011, 0.9 million restricted stock awards were excluded from the dilutive common shares because certain stock price hurdles would not have been achieved assuming that December 31, 2011 was the end of the contingency period. For the years ended December 31, 2010 and 2009, all of the CCIC stock options and unvested restricted stock awards are excluded from dilutive common shares because the net impact is anti-dilutive. In addition, for the years ended 2011, 2010 and 2009, 8.3 million, 8.6 million, and 8.6 million shares, respectively, reserved for issuance upon conversion of the 6.25% Redeemable Convertible Preferred Stock are excluded from dilutive common shares in 2011, 2010, and 2009 as well because the impact of such conversion would be anti-dilutive. See notes 10, 12 and 20.

Foreign Currency Translation

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

Fair Values

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

The fair value of cash and cash equivalents and restricted cash approximate the carrying value. The Company determines fair value of its debt securities based on indicative quotes (that is non-binding quotes) from brokers that require judgment to interpret market information including implied credit spreads for similar borrowings on recent trades or bid/ask prices or quotes from active markets if applicable. The fair value of interest rate swaps is determined using the income approach and is predominately based on observable interest rates and yield curves and, to a lesser extent, the Company's and the contract counterparty's credit risk. There were no changes since December 31, 2010 in the Company's valuation techniques used to measure fair values.

See note 8 for a further discussion of fair values.

Derivative Instruments

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

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

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

Recent Accounting Pronouncements

In October 2009, Financial Accounting Standards Board ("FASB") issued guidance that addressed how to recognize revenue for transactions with multiple deliverables. This guidance revises the criteria for separating, measuring and allocating arrangement consideration to each consideration deliverable, which must be estimated if there is not a history of selling the deliverable on a stand-alone basis or third-party evidence of selling price. The provisions of this guidance were effective for the Company as of January 1, 2011 and were applied prospectively. The adoption of this guidance did not have a material impact on the Company's consolidated financial statements and did not result in a change to the pattern and timing of its revenue recognition.

In September 2011, the FASB issued amended guidance on goodwill impairment testing. The amended guidance permits an entity to first perform a qualitative assessment to determine whether it is "more likely than not" that the fair value of a reporting unit is less than its carrying amount. If it is concluded that it is "more likely than not" that the fair value of a reporting unit is less than its carrying amount, it is then necessary to perform the two-step goodwill impairment test. Otherwise, the two-step goodwill impairment test is not required. The Company adopted this amended guidance during 2011. The Company performed the qualitative assessment as of October 1, 2011 and determined that no additional testing of goodwill is required.

3. Acquisitions

NewPath Acquisition

In September 2010, the Company acquired NewPath Networks, Inc. ("NewPath") for cash consideration of $128 million through a merger with and into a subsidiary of the Company. NewPath's assets included 35 DAS in operation or under construction. The final purchase price was predominately allocated to (1) property and equipment, (2) intangible assets consisting of site rental contracts and customer relationships, (3) goodwill, (4) deferred tax liabilities, and (5) other working capital, all of which are based on estimated fair values at the date of acquisition. The Company paid a purchase price that resulted in goodwill due to (1) the expected growth in the DAS business and (2) opportunities to construct and lease future DAS.

See note 20.

(Tabular dollars in thousands, except per share amounts)

4. Property and Equipment

The major classes of property and equipment are as follows:

		December 31,	
	Estimated Useful Lives	2011	2010
Land owned in fee and perpetual easements	—	$ 960,191	$ 753,988
Buildings	40 years	37,454	37,165
Wireless infrastructure	1-20 years	7,329,889	7,242,887
Furniture, transportation, and other equipment	2-10 years	181,583	164,077
Construction in process	—	176,246	147,009
Total gross property and equipment		8,685,363	8,345,126
Less: accumulated depreciation		(3,824,136)	(3,451,475)
Total property and equipment, net		$ 4,861,227	$ 4,893,651

Depreciation expense for the years ended December 31, 2011, 2010 and 2009 was $387.8 million, $379.3 million and $379.6 million, respectively. See note 2.

5. Intangible Assets and Deferred Credits

For the years ended December 31, 2011 and 2010, the Company recorded $23.4 million and $39.1 million, respectively, of site rental contracts and customer relationships. The following is a summary of the Company's intangible assets.

	As of December 31, 2011			As of December 31, 2010		
	Gross Carrying Value	Accumulated Amortization	Net Book Value	Gross Carrying Value	Accumulated Amortization	Net Book Value
Site rental contracts and customer relationships	$ 2,823,832	$ (748,850)	$ 2,074,982	$ 2,799,804	$ (602,426)	$ 2,197,378
Other intangible assets	152,375	(49,175)	103,200	150,558	(34,007)	116,551
Total	$ 2,976,207	$ (798,025)	$ 2,178,182	$ 2,950,362	$ (636,433)	$ 2,313,929

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

	For Years Ended December 31,		
Classification	2011	2010	2009
Depreciation, amortization and accretion	$ 159,478	$ 156,150	$ 145,192
Site rental costs of operations	3,709	3,764	4,051
Total amortization expense	$ 163,187	$ 159,914	$ 149,243

The estimated annual amortization expense related to intangible assets (inclusive of those recorded to "site rental costs of operations") for the years ended December 31, 2012 to 2016 is as follows:

	Years Ending December 31,				
	2012	2013	2014	2015	2016
Estimated annual amortization	$ 159,509	$ 151,288	$ 145,761	$ 140,146	$ 140,139

See note 2 for a further discussion of deferred credits related to above-market leases for land interests under the Company's towers recorded in connection with acquisitions. For the years ended December 31, 2011, 2010 and 2009, the Company recorded $3.8 million, $4.4 million and $4.5 million, respectively, as a decrease to "site rental costs of operations." The following is a summary of the Company's above-market leases.

(Tabular dollars in thousands, except per share amounts)

	As of December 31, 2011			As of December 31, 2010		
	Gross Carrying Value	Accumulated Amortization	Net Book Value	Gross Carrying Value	Accumulated Amortization	Net Book Value
Above-market leases	$ 67,132	$ (17,816)	$ 49,316	$ 70,331	$ (17,669)	$ 52,662

The estimated annual amortization expense related to above-market leases for land interests under the Company's towers for the years ended December 31, 2012 to 2016 is as follows:

	Years Ending December 31,				
	2012	2013	2014	2015	2016
Estimated annual amortization	$ 3,504	$ 3,434	$ 3,410	$ 3,386	$ 3,469

(Tabular dollars in thousands, except per share amounts)

6. Debt and Other Obligations

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

	Original Issue Date	Contractual Maturity Date		Outstanding Balance as of December 31, 2011		Outstanding Balance as of December 31, 2010	Stated Interest Rate as of December 31, 2011(a)
Bank debt – variable rate:							
Revolver	Jan. 2007	Sept. 2013	(b)	$ 251,000	(b)	$ 157,000	2.4% (c)
2007 Term Loans	Jan./March 2007	March 2014	(b)	619,125		625,625	1.7% (c)
Total bank debt				870,125		782,625	
Securitized debt – fixed rate:							
January 2010 Tower Revenue Notes	Jan. 2010	2035 - 2040	(d)	1,900,000		1,900,000	5.8% (d)
August 2010 Tower Revenue Notes	Aug. 2010	2035 - 2040	(d)	1,550,000		1,550,000	4.5% (d)
2009 Securitized Notes	July 2009	2019/2029	(e)	216,431		233,085	7.0%
Total securitized debt				3,666,431		3,683,085	
High yield bonds – fixed rate:							
9% Senior Notes	Jan. 2009	Jan. 2015		817,799		804,971	9.0% (f)
7.75% Secured Notes	April 2009	May 2017		978,983		975,913	7.8% (g)
7.125% Senior Notes	Oct. 2009	Nov. 2019		497,904		497,712	7.1% (h)
7.5% Senior Notes	Dec. 2003	Dec. 2013		51		51	7.5%
Total high yield bonds				2,294,737		2,278,647	
Other:							
Capital leases and other obligations	Various	Various	(i)	54,406		34,537	Various (i)
Total debt and other obligations				6,885,699		6,778,894	
Less: current maturities and short-term debt and other current obligations				32,517		28,687	
Non-current portion of long-term debt and other long-term obligations				$ 6,853,182		$ 6,750,207	

(a) Represents the weighted-average stated interest rate.
(b) As of December 31, 2011, the undrawn availability under the senior secured revolving credit facility ("Revolver") is $199.0 million. See note 20 for information regarding the $3.1 billion senior credit facility issued in January 2012 ("January 2012 refinancing").
(c) The Revolver bears interest at a rate per annum, at the election of Crown Castle Operating Company ("CCOC"), equal to (i) the greater of the prime rate of The Royal Bank of Scotland plc and the Federal Funds Effective Rate plus 0.5%, plus a credit spread ranging from 1.0% to 1.4% or (ii) LIBOR plus a credit spread ranging from 2.0% to 2.4%, in each case based on the Company's consolidated leverage ratio. The 2007 term loans ("2007 Term Loans") bear interest at a rate per annum, at CCOC's election, equal to (i) the greater of the prime rate of The Royal Bank of Scotland plc and the Federal Funds Effective Rate plus 0.5%, or (ii) LIBOR plus 1.5%. See note 20.
(d) If the respective series of the January 2010 Tower Revenue Notes and August 2010 Tower Revenue Notes (collectively, "2010 Tower Revenue Notes") are not paid in full on or prior to 2015, 2017 and 2020, as applicable, then Excess Cash Flow (as defined in the indenture) of the issuers (of such notes) will be used to repay principal of the applicable series and class of the 2010 Tower Revenue Notes, and additional interest (of an additional approximately 5% per annum) will accrue on the respective 2010 Tower Revenue Notes. The January 2010 Tower Revenue Notes consist of three series of notes with principal amounts of $300.0 million, $350.0 million and $1.3 billion, having anticipated repayment dates in 2015, 2017 and 2020, respectively. The August 2010 Tower Revenue Notes consist of three series of notes with principal amounts of $250.0 million, $300.0 million and $1.0 billion, having anticipated repayment dates in 2015, 2017 and 2020, respectively.
(e) The 2009 Securitized Notes consist of $146.4 million of principal as of December 31, 2011 that amortizes through 2019, and $70.0 million of principal as of December 31, 2011 that amortizes during the period beginning in 2019 and ending in 2029.
(f) The effective yield is approximately 11.3%, inclusive of the discount.
(g) The effective yield is approximately 8.2%, inclusive of the discount.
(h) The effective yield is approximately 7.2%, inclusive of the discount.
(i) The Company's capital leases and other obligations bear interest rates ranging up to 10% and mature in periods ranging from less than one year to approximately 20 years.

The Company's debt obligations contain certain financial covenants with which CCIC or its subsidiaries must comply. Failure to comply with such covenants may result in the imposition of restrictions. As of and for the year ended December 31, 2011, CCIC and its subsidiaries had no financial covenant violations. Various of the Company's debt obligations also place other restrictions on CCIC or its subsidiaries including the ability to incur debt and liens, purchase Company securities, make capital expenditures, dispose of assets, undertake transactions with affiliates, make other investments and pay dividends.

Bank Debt

In January 2007, CCOC entered into a credit agreement (as amended, supplemented or otherwise modified, "2007 Credit Agreement") with a syndicate of lenders pursuant to which such lenders agreed to provide CCOC with a senior secured revolving credit facility. In December 2009, the Revolver was amended effective January 2010 to extend the maturity to September 2013 and increase the total revolving commitment to $400.0 million. In June 2011, the Revolver was amended to increase the aggregate revolving commitment availability by $50.0 million to a total revolving commitment availability of $450.0 million, subject to certain restrictions based on the maintenance of financial covenants in the 2007 Credit Agreement. In January 2007, CCOC entered into a term loan joinder pursuant to which the lenders agreed to provide CCOC with a $600.0 million senior secured term loan under the 2007 Credit Agreement. In March 2007, CCOC also entered into a second term loan joinder pursuant to which the lenders agreed to provide CCOC with an additional $50.0 million senior secured term loan under the 2007 Credit Agreement.

The Revolver and 2007 Term Loans are secured by a pledge of certain equity interests of certain subsidiaries of CCIC, as well as a security interest in CCOC's deposit accounts ($47.8 million as of December 31, 2011) and securities accounts. The Revolver and 2007 Term Loans are guaranteed by CCIC and certain of its subsidiaries.

The proceeds of the Revolver may be used for general corporate purposes, including the financing of capital expenditures, acquisitions and purchases of the Company's securities. The borrowings on the Revolver in December 2010 were used to settle a portion of the previously outstanding forward-starting interest rate swaps (see note 7). The proceeds from the term loans were used to purchase shares of the Company's common stock (see note 11). The Company pays a commitment fee of 0.4% per annum on the undrawn available amount under the Revolver.

See note 20 for a discussion of the January 2012 refinancing.

Securitized Debt

The 2010 Tower Revenue Notes and the 2009 Securitized Notes (collectively, "Securitized Debt") are obligations of special purpose entities and their direct and indirect subsidiaries (each an "issuer"), all of which are wholly-owned indirect subsidiaries of the Company. The 2010 Tower Revenue Notes and 2009 Securitized Notes are governed by separate indentures. The 2010 Tower Revenue Notes are governed by one indenture and consist of multiple series of notes, each with its own anticipated repayment date. The net proceeds of the January 2010 Tower Revenue Notes and August 2010 Tower Revenue Notes were primarily used to repay the portion of the 2005 Tower Revenue Notes not previously purchased and 2006 Tower Revenue Notes not previously purchased, respectively. The net proceeds of the 2009 Securitized Notes were used to repay the portion of the Commercial Mortgage Pass-through Certificates, Series 2004-2 ("2004 Mortgage Loan") not previously purchased. Interest is paid monthly on the Securitized Debt.

The Securitized Debt is paid solely from the cash flows generated by the operation of the towers held directly and indirectly by the issuers of the respective Securitized Debt. The Securitized Debt is secured by, among other things, (1) a security interest in substantially all of the applicable issuers' assignable personal property, (2) a pledge of the equity interests in each applicable issuer, and (3) a security interest in the applicable issuers' contracts with customers to lease space on their towers (space licenses). The governing instruments of two indirect subsidiaries ("Crown Atlantic" and "Crown GT") of the issuers of the 2010 Tower Revenue Notes generally prevent them from issuing debt and granting liens on their assets without the approval of a subsidiary of Verizon Communications. Consequently, while distributions paid by Crown Atlantic and Crown GT will service the 2010 Tower Revenue Notes, the 2010 Tower Revenue Notes are not obligations of, nor are the 2010 Tower Revenue Notes secured by the cash flows or any other assets of, Crown Atlantic and Crown GT. As of December 31, 2011, the Securitized Debt was collateralized with personal property and equipment with a net book value of an aggregate approximately $1.7 billion, exclusive of Crown Atlantic and Crown GT personal property and equipment.

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

The Company may repay the 2010 Tower Revenue Notes and the 2009 Securitized Notes in whole or in part at any time after the second anniversary of the applicable issuance date, provided such prepayment is accompanied by any applicable prepayment consideration. The Securitized Debt has covenants and restrictions customary for rated securitizations, including provisions prohibiting the issuers from incurring additional indebtedness or further encumbering their assets. The 2010 Tower Revenue Notes contain the same financial covenants as the previously outstanding 2005 and 2006 Tower Revenue Notes.

High Yield Bonds—Senior Notes

The 9% Senior Notes and 7.125% Senior Notes (collectively, "Senior Notes") are public offerings and are general obligations of CCIC, which rank equally with all existing and future senior debt of CCIC. The Senior Notes are effectively subordinated to all liabilities (including trade payables) of each subsidiary of the Company and rank pari passu with the other respective high yield bonds of the Company. As discussed below, the Company has used the net proceeds from the 9% Senior Notes to (1) purchase portions of its previously existing 2004 Mortgage Loan, (2) repay and purchase portions of its previously existing Commercial Mortgage Pass-through Certificates, Series 2006-1 ("2006 Mortgage Loan"), and (3) repay outstanding amounts under the Revolver. The Company used the net proceeds from the 7.125% Senior Notes to purchase certain indebtedness of its subsidiaries.

The Senior Notes contain restrictive covenants with which the Company and its restricted subsidiaries must comply, subject to a number of exceptions and qualifications, including restrictions on its ability to incur incremental debt, issue preferred stock, guarantee debt, pay dividends, repurchase its capital stock, use assets as security in other transactions, sell assets or merge with or into other companies, and make certain investments. Certain of these restrictions are not applicable if there is no event of default and if the ratio of the Company's Consolidated Debt (as defined in the 9% Senior Notes and 7.125% Senior Notes indenture) to its Adjusted Consolidated Cash Flows (as defined in the 9% Senior Notes and 7.125% Senior Notes indenture) is less than or equal to 7.0 to 1.0. The Senior Notes do not contain any financial maintenance covenants.

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

High Yield Bonds—Secured Notes

The 7.75% Secured Notes were issued and guaranteed by certain subsidiaries of the Company that are special purpose entities and that were obligors under the 2006 Mortgage Loan. These 7.75% Secured Notes are secured on a first priority basis by a pledge of the equity interests of such subsidiaries and by certain other assets of such subsidiaries. The 7.75% Secured Notes are obligations of the subsidiaries that were obligated under the 2006 Mortgage Loan, which was repaid in part through the proceeds from the 7.75% Secured Notes. The 7.75% Secured Notes are not guaranteed by and are not obligations of CCIC or any of its subsidiaries other than the issuers and guarantors of the 7.75% Notes. The 7.75% Secured Notes will be paid solely from the cash flows generated from operations of the towers held directly and indirectly by the issuers and the guarantors of such notes. As of December 31, 2011, the 7.75% Secured Notes were collateralized with personal property and equipment with a net book value of an aggregate approximately $1.2 billion. The Company used the net proceeds of the issuance of the 7.75% Secured Notes, along with other cash, to repay the 2006 Mortgage Loan.

The 7.75% Secured Notes contain restrictive covenants with which the issuing subsidiaries and the guarantors of such notes must comply, subject to a number of exceptions and qualifications, including restrictions on their ability to incur debt, make restricted payments, incur liens, enter into certain merger or change of control transactions, enter into related party transactions and engage in certain other activities as set forth in the indenture. The 7.75% Secured Notes contain financial covenants that could result in cash being deposited in a reserve account and require the Company to offer to purchase the 7.75% Secured Notes.

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

Previously Outstanding Indebtedness

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

(Tabular dollars in thousands, except per share amounts)

2004 Mortgage Loan and 2006 Mortgage Loan. The 2004 Mortgage Loan and 2006 Mortgage Loan (collectively, "Mortgage Loans") remained outstanding as obligations of the subsidiaries of Global Signal upon the Global Signal Merger. In 2009, the Company purchased and repaid the outstanding portions of the Mortgage Loans. The 2004 Mortgage Loan was repaid in part through proceeds of the 2009 Securitized Notes. The 2006 Mortgage Loan was repaid in part through the proceeds of the 7.75% Secured Notes. A portion of the net proceeds of the 9% Senior Notes was also used to retire part of the Mortgage Loans. See below for the net losses on these retirements.

See note 20.

Contractual Maturities

The following are the scheduled contractual maturities of the total debt and other long-term obligations outstanding at December 31, 2011, exclusive of the 6.25% Redeemable Convertible Preferred Stock. These maturities reflect contractual maturity dates and do not consider the principal payments that will commence following the anticipated repayment dates on the Tower Revenue Notes. If the Tower Revenue Notes are not paid in full on or prior to 2015, 2017 and 2020, as applicable, then the Excess Cash Flow (as defined in the indenture) of the issuers of such notes will be used to repay principal of the applicable series and class of the Tower Revenue Notes, and additional interest (of an additional approximately 5% per annum) will accrue on the Tower Revenue Notes. See note 20.

	Years Ending December 31,								
	2012	2013	2014	2015	2016	Thereafter	Total Cash Obligations	Unamortized Discounts	Total Debt and Other Obligations Outstanding
Scheduled contractual maturities	$ 32,684	$ 283,434	$ 631,662	$ 892,276	$ 23,711	$ 5,094,539	$ 6,958,306	$ (72,607)	$ 6,885,699

Debt Purchases and Repayments

The following is a summary of the partial purchases and repayments of debt during the years ended December 31, 2010 and December 31, 2009.

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

(a) Exclusive of accrued interest.
(b) These debt purchases were made by CCIC, rather than by the subsidiaries issuing the debt, because of restrictions upon the subsidiaries issuing the debt; as a result, the debt remains outstanding at the Company's subsidiaries.
(c) Inclusive of $23.4 million related to the write-off of deferred financing costs and discounts.

	Year Ending December 31, 2009		
	Principal Amount	Cash Paid(a)	Gains (losses)
2004 Mortgage Loan(b)	$ 293,505	$ 293,716	$ (2,128)
2006 Mortgage Loan(b)	1,550,000	1,634,184	(85,659)
2005 Tower Revenue Notes	261,384	263,819	(3,292)
Revolver	219,400	219,400	—
Total	$ 2,324,289	$ 2,411,119	$ (91,079) (c)

(a) Exclusive of accrued interest.
(b) Includes purchases and repayments.
(c) Inclusive of $4.2 million related to the write-off of deferred financing costs and other non-cash adjustments.

(Tabular dollars in thousands, except per share amounts)

7. Interest Rate Swaps

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

During the years ended December 31, 2006 and 2007, the Company entered into an aggregate $5.3 billion notional value of forward-starting interest rate swaps hedging certain anticipated refinancings, all of which were settled during the years ended December 31, 2010 and 2009. The forward-starting interest rate swaps fixed LIBOR for five years relating to the anticipated refinancings at a weighted-average rate of 5.2%, while the actual five-year LIBOR swap rate upon issuance of the anticipated refinancings was a weighted-average of 2.4%. In certain circumstances, these forward-starting interest rate swaps were outstanding following the refinancing of the respective debt which they hedged. Refinancings that qualified as the respective hedged forecasted transaction resulted in $3.9 million of ineffectiveness for the year ended December 31, 2009, and the interest rate swaps were no longer economic hedges of the Company's exposure to LIBOR on the anticipated refinancing of its existing debt. As a result, changes in the fair value of such non-economic swaps were prospectively recorded in earnings until settlement in "net gain (loss) on interest rate swaps" on the consolidated statement of operations and comprehensive income (loss). For refinancings that did not qualify as the respective hedged forecasted transaction, the Company discontinued hedge accounting and reclassified the entire loss from accumulated other comprehensive income (loss) to earnings. During 2010, the Company paid $697.8 million to settle its previously outstanding forward-starting interest rate swaps. As of December 31, 2011, all of the interest rate swaps have been settled.

The following table shows the effect of interest rate swaps on the consolidated statement of operations and comprehensive income (loss). The estimated net amount, pre-tax, loss that is expected to be reclassified into earnings from accumulated other comprehensive income (loss) is approximately $65 million for the year ended December 31, 2012. See also note 8.

Interest Rate Swaps Designated as Hedging Instruments(a)	Years Ended December 31, 2011	2010	2009	Classification
Gain (loss) recognized in other comprehensive income ("OCI") (effective portion)	$ (973)	$ (125,850)	$ 140,056	OCI
Gain (loss) reclassified from accumulated OCI into income (effective portion)	(71,707)	(54,169)	(19,158)	Interest expense and amortization of deferred financing costs
Amount of gain (loss) recognized in income (ineffective portion and excluded from effectiveness testing)	—	—	(3,920)	Net gain (loss) on interest rate swaps

Interest Rate Swaps Not Designated as Hedging Instruments(a)	Years Ended December 31, 2011	2010	2009	Classification
Gain (loss) recognized in income	$ —	$ (286,435) (b)	$ (89,046) (c)	Net gain (loss) on interest rate swaps

(a) Exclusive of benefit (provision) for income taxes.
(b) Inclusive of $3.4 million related to the discontinuation of amortization into interest expense of an interest rate swap that previously qualified for hedge accounting as a result of early repayment of debt in 2010 and the remainder is related to losses due to the decrease in fair value of interest rate swaps not designated as hedging instruments.
(c) Inclusive of losses of $132.9 million related to the hedged forecasted transaction not occurring with respect to the refinancing of 2006 Mortgage Loan, partially offset by gains related to the increase in the fair value of interest rate swaps not designated as hedging instruments.

(Tabular dollars in thousands, except per share amounts)

8. Fair Value Disclosures

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

	December 31, 2011		December 31, 2010	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Assets:				
Cash and cash equivalents	$ 80,120	$ 80,120	$ 112,531	$ 112,531
Restricted cash	257,368	257,368	226,015	226,015
Liabilities:				
Debt and other obligations	$ 6,885,699	$ 7,355,652	$ 6,778,894	$ 7,121,156

As of December 31, 2011, the fair value of the Company's cash and cash equivalents and restricted cash is measured on a recurring basis based on Level 1, as defined by the fair value hierarchy (see note 2). The following table shows a summary of the activity for fair value classified as Level 3 during the year ended December 31, 2010:

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

(a) As of December 31, 2010, there were no unrealized gains or losses relating to liabilities still held at the reporting date.
(b) As of December 31, 2010, the interest rate swaps were transferred from Level 3 to Level 2 because of a decrease in the magnitude of unobservable inputs in relation to the observable inputs, including settlement value.

9. Income Taxes

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

	Years Ended December 31,		
	2011	2010	2009
Domestic	$ 168,804	$ (342,333)	$ (193,055)
Foreign (a)	11,003	4,228	2,532
	$ 179,807	$ (338,105)	$ (190,523)

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

(Tabular dollars in thousands, except per share amounts)

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

	Years Ended December 31,		
	2011	2010	2009
Current:			
Federal	$ 3,213	$ 4,038	$ 5,803
Foreign	(3,377)	(2,187)	(1,904)
State	(3,557)	(1,201)	(1,909)
Total current	(3,721)	650	1,990
Deferred:			
Federal	1,054	30,770	56,152
Foreign	(694)	(298)	—
State	(4,986)	(4,276)	18,258
Total deferred	(4,626)	26,196	74,410
Total tax benefit (provision)	$ (8,347)	$ 26,846	$ 76,400

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

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

	Years Ended December 31,		
	2011	2010	2009
Benefit (provision) for income taxes at statutory rate	$ (62,932)	$ 118,337	$ 66,683
Tax effect of foreign income (losses)	3,851	1,480	886
Expenses for which no federal tax benefit was recognized	(5,433)	(3,657)	(803)
Valuation allowances	61,921	(85,605)	—
State tax (provision) benefit, net of federal	(4,565)	(3,560)	10,627
Foreign tax	(4,071)	(2,485)	(1,904)
Change in unrecognized tax benefits	1,693	—	—
Other	1,189	2,336	911
	$ (8,347)	$ 26,846	$ 76,400

(Tabular dollars in thousands, except per share amounts)

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

	December 31, 2011	December 31, 2010
Deferred income tax liabilities:		
Property and equipment	$ 511,205	$ 486,577
Deferred site rental receivable	238,203	164,867
Intangible assets	655,512	689,597
Total deferred income tax liabilities	1,404,920	1,341,041
Deferred income tax assets:		
Net operating loss carryforwards	908,747	926,444
Deferred ground lease payable	109,948	104,324
Alternate minimum tax credit carryforward	3,591	3,591
Accrued liabilities	81,719	78,752
Receivables allowance	2,253	2,175
Prepaid lease	405,993	430,558
Derivative instruments	74,214	75,960
Available-for-sale securities	29,402	25,289
Other	5,293	4,415
Valuation allowances	(228,417)	(318,055)
Total deferred income tax assets, net	1,392,743	1,333,453
Net deferred income tax asset (liabilities)	$ (12,177)	$ (7,588)

Before giving effect to any valuation allowances, the Company is in an overall net deferred tax asset position. Due to the Company's history of operating losses, it has recorded a valuation allowance on its net deferred tax assets that do not meet the "more likely than not" realization threshold. As a result, during 2011 the Company was limited in its ability to recognize tax benefits in its results of operations. During 2010, the Company continued to incur taxable losses for which recognition of the federal tax benefits were unable to be recorded, except for $19.8 million of federal tax benefit recorded predominately as a result of discrete events, including the acquisition of NewPath (see note 3). If the NextG Networks, Inc. ("NextG") acquisition is consummated, the Company expects to record a federal deferred tax liability in connection with the purchase accounting. In that event, the Company would expect to reverse its federal valuation allowance, except for the portion related to equity investments, as an income tax benefit in the quarter that the NextG acquisition closes. If the Company continues to record income before income taxes, as it has for each quarter since the fourth quarter of 2010, the Company would expect to reverse a portion of its federal valuation allowance during late 2012, if not previously reversed as a result of the NextG acquisition.

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

	December 31, 2011			December 31, 2010		
Classification	Gross	Valuation Allowance	Net	Gross	Valuation Allowance	Net
Federal	$ 33,103	$ (55,980)	$ (22,877)	$ 93,970	$ (117,901)	$ (23,931)
State	45,813	(34,156)	11,657	51,799	(35,155)	16,644
Foreign	63,110	(64,067)	(957)	68,365	(68,666)	(301)
Other comprehensive income (loss)	74,214	(74,214)	—	96,333	(96,333)	—
Total	$ 216,240	$ (228,417)	$ (12,177)	$ 310,467	$ (318,055)	$ (7,588)

(Tabular dollars in thousands, except per share amounts)

The valuation allowance recorded in other comprehensive income relates to the changes in the Company's overall deferred tax position due to the deferred tax asset recorded in conjunction with the decline in the fair market value of the Company's interest rate swaps and change in unrealized gain (loss) on available-for-sale securities. The Company's deferred tax assets as of December 31, 2011 and 2010 in the table above do not include $55.3 million and $42.7 million, respectively, of excess tax benefits relating to stock-based compensation that are a component of net operating losses. Total stockholders' equity as of December 31, 2011 will be increased by $55.3 million if and when any such excess tax benefits are ultimately realized.

At December 31, 2011, the Company had U.S. federal and state net operating loss carryforwards of approximately$2.5 billion and $1.1 billion, respectively, which are available to offset future taxable income. These amounts include $0.1 billion of losses related to stock-based compensation. The Company also had foreign net operating loss carryforwards of $0.1 billion. If not utilized, the Company's U.S. federal net operating loss carryforwards expire starting in 2021 and ending in 2030, and the state net operating carryforwards expire starting in 2012 and ending in 2031. The foreign net operating loss carryforwards predominately remain available indefinitely provided certain continuity of business requirements is met. The utilization of the loss carryforwards is subject to certain limitations. The Company's U.S. federal and state income tax returns generally remain open to examination by taxing authorities until three years after the applicable loss carryforwards have been used or expired.

As of December 31, 2011, the total amount of unrecognized tax benefits that would impact the effective tax rate, if recognized, was $8.4 million. The aggregate changes in the balance of unrecognized tax benefits are as follows:

	Years Ended December 31,	
	2011	2010
Balance at beginning of year	$ 9,255	$ 3,213
Additions based on current year tax positions	2,334	6,042
Reductions as a result of the lapse of statute limitations	(3,213)	—
Balance at end of year	$ 8,376	$ 9,255

From time to time, the Company is subject to examinations by various tax authorities in jurisdictions in which the Company has business operations. The Company regularly assesses the likelihood of additional assessments in each of the tax jurisdictions resulting from these examinations. During 2011, the IRS completed an examination of the Company's U.S. federal tax return for the 2009 tax year with no material adjustments. The Company reversed its previously unrecognized federal tax benefit of $3.2 million during 2011, as a result of both the completion of the IRS examination and the expiration of the statute of limitations for 2007. As of December 31, 2011, there were unrecognized state tax benefits of $8.4 million.

10. Redeemable Convertible Preferred Stock

The Company originally issued 8.1 million shares of its 6.25% Redeemable Convertible Preferred Stock at a price of $50.00 per share (the liquidation preference per share). The holders of the 6.25% Redeemable Convertible Preferred Stock are entitled to receive cumulative dividends at the rate of 6.25% per annum payable on February 15, May 15, August 15 and November 15 of each year. The dividends were paid with approximately $19.5 million, $19.9 million and $19.9 million of cash for the years ended December 31, 2011, 2010 and 2009, respectively. The amortization of the issue costs on the 6.25% Redeemable Convertible Preferred Stock recorded in "dividends on preferred stock" was $0.9 million for each of the years ended December 31, 2011, 2010 and 2009. In January 2012, the Company exercised its right to convert all of the outstanding 6.25% Redeemable Convertible Preferred Stock. The conversion of such preferred stock into 8.3 million shares of common stock is expected to occur in February 2012. As of December 31, 2011 and 2010, the outstanding balance of the 6.25% Redeemable Convertible Preferred Stock was $305.0 million and $316.6 million, respectively. See note 20.

11. Stockholders' Equity

Purchases of the Company's Common Stock

For the years ended December 31, 2011, 2010 and 2009, the Company purchased 7.4 million, 4.1 million and 0.1 million shares of common stock, respectively, utilizing $303.4 million, $159.6 million and $2.9 million in cash, respectively.

Issuances of Common Stock

For the years ended December 31, 2011, 2010 and 2009, the Company issued 29,213; 34,428; and 59,500 shares, respectively, of common stock to the non-employee members of its board of directors. In connection with these shares, the Company recognized stock-based compensation expense for the years ended December 31, 2011, 2010 and 2009 of $1.3 million, $1.3 million and $1.0 million, respectively.

Stock Options and Restricted Stock Awards

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

12. Stock-based Compensation

Stock Compensation Plans

The Crown Castle International Corp. 2001 Stock Incentive Plan ("2001 Stock Incentive Plan") and the Crown Castle International Corp. 2004 Stock Incentive Plan ("2004 Stock Incentive Plan"), which are both stockholder-approved, permit the grant of stock-based awards to certain employees, consultants and non-employee directors of the Company and its subsidiaries or affiliates. As of December 31, 2011, the Company has 8.1 million shares available for future issuance pursuant to its stock compensation plans.

Restricted Stock Awards

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

The following is a summary of the restricted stock award activity during the year ended December 31, 2011.

	Number of Shares	Weighted-Average Grant-Date Fair Value	
	(In thousands of shares)	(In dollars per share)	
Shares outstanding at the beginning of year	4,297	$	20.2
Shares granted	886		37.1
Shares vested	(1,717)		27.3
Shares forfeited	(63)		19.4
Shares outstanding at end of year	3,403	$	21.1

For the years ended December 31, 2011, 2010 and 2009, the Company granted 0.9 million shares, 1.1 million shares and 2.2 million shares, respectively, of restricted stock awards to the Company's executives and certain other employees. The weighted-average grant-date fair value per share of the grants for the years ended December 31, 2011, 2010 and 2009 was $37.05, $31.13 and $10.08 per share, respectively. The weighted-average requisite service period for the restricted stock awards granted during 2011 was 2.5 years.

During the year ended December 31, 2011, the Company granted 0.5 million shares of restricted stock awards that time vest over a three-year or five-year period. During the year ended December 31, 2011, the Company granted 0.4 million shares of restricted stock awards ("2011 performance awards") to the Company's executives and certain other employees which may vest on the third anniversary of the grant date based upon achieving a price appreciation hurdle along a price range continuum using the highest average closing price per share of common stock for 20 consecutive trading days during the last 180 days of the performance period.

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

The following table summarizes the assumptions used in the Monte Carlo simulation to determine the grant-date fair value for the awards granted during the years ended December 31, 2011, 2010 and 2009, respectively, with market conditions.

	Years Ended December 31,		
	2011	2010	2009
Risk-free rate	1.4%	1.5%	1.3%
Expected volatility	48%	49%	46%
Expected dividend rate	—%	—%	—%

The Company recognized stock-based compensation expense from continuing operations related to restricted stock awards of $31.3 million, $35.2 million and $28.2 million for the years ended December 31, 2011, 2010 and 2009, respectively. The unrecognized compensation (net of estimated forfeitures) related to restricted stock awards at December 31, 2011 is $25.1 million and is estimated to be recognized over a weighted-average period of less than one year.

The following table is a summary of the restricted stock awards vested during the years ended December 31, 2011 to 2009.

Years Ended December 31,	Total Shares Vested	Fair Value on Vesting Date
	(In thousands of shares)	
2011	1,717	$ 74,754
2010	891	34,813
2009	366	9,190

Other Awards

At December 31, 2011 and 2010, there were 0.1 million and 0.2 million options outstanding, respectively. The intrinsic value of CCIC stock options exercised during the years ended December 31, 2011, 2010 and 2009 was $4.8 million, $28.2 million and $38.2 million, respectively. The intrinsic value of CCIC stock options outstanding and exercisable at December 31, 2011 was $2.6 million. The Company received cash from the exercise of CCIC stock options during the years ended December 31, 2011, 2010 and 2009 of $1.6 million, $18.7 million and $44.7 million, respectively. As of December 31, 2011, the stock options outstanding and exercisable have a weighted-average exercise price of $4.09 and have a weighted-average remaining contractual term of less than one year.

CCAL may award to its employees and directors restricted units settled in cash. The CCAL vested options for the purchase of CCAL shares, vested restricted units and CCAL shares may be periodically settled in cash. As of December 31, 2011 and 2010, the liability for the CCAL options and restricted units was $8.9 million and $6.4 million, respectively.

Stock-based Compensation by Segment

The following table discloses the components of stock-based compensation expense. No amounts have been included in the carrying value of assets during the years ended December 31, 2011, 2010 and 2009. For the years ended December 31, 2011, 2010 and 2009, the Company recorded tax benefits, exclusive of the change in the valuation allowance, of $11.4 million, $12.8 million and $10.2 million, respectively, related to stock-based compensation expense (see note 9).

(Tabular dollars in thousands, except per share amounts)

	Year Ended December 31, 2011		
	CCUSA	CCAL	Consolidated Total
Stock-based compensation expense:			
Site rental costs of operations	$ 942	$ —	$ 942
Network services and other costs of operations	1,555	—	1,555
General and administrative expenses	30,113	3,381	33,494
Total stock-based compensation	$ 32,610	$ 3,381	$ 35,991

	Year Ended December 31, 2010		
	CCUSA	CCAL	Consolidated Total
Stock-based compensation expense:			
Site rental costs of operations	$ 1,131	$ —	$ 1,131
Network services and other costs of operations	1,568	—	1,568
General and administrative expenses	33,841	3,425	37,266
Total stock-based compensation	$ 36,540	$ 3,425	$ 39,965

	Year Ended December 31, 2009		
	CCUSA	CCAL	Consolidated Total
Stock-based compensation expense:			
Site rental costs of operations	$ 967	$ —	$ 967
Network services and other costs of operations	1,207	—	1,207
General and administrative expenses	27,051	1,080	28,131
Total stock-based compensation	$ 29,225	$ 1,080	$ 30,305

13. Employee Benefit Plans

The Company and its subsidiaries have various defined contribution savings plans covering substantially all employees. Employees may elect to contribute a portion of their eligible compensation, subject to limits imposed by the various plans. Certain of the plans provide for partial matching of such contributions. The cost to the Company for these plans amounted to $6.1 million, $5.5 million and $5.2 million for the years ended December 31, 2011, 2010 and 2009, respectively.

14. Commitments and Contingencies

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

Asset Retirement Obligations

Pursuant to its ground lease and easement agreements, the Company has the obligation to perform certain asset retirement activities, including requirements upon lease and easement termination to remove wireless infrastructure or remediate the land upon which its wireless infrastructure resides. Accretion expense related to liabilities for retirement obligations amounted to $5.6 million, $5.3 million and $4.9 million for the years ended December 31, 2011, 2010 and 2009, respectively. As of December 31, 2011 and 2010, liabilities for retirement obligations were $68.5 million and $63.8 million, respectively, representing the net present value of the estimated expected future cash outlay. As of December 31, 2011, the estimated undiscounted future cash outlay for asset retirement obligations was approximately $1.4 billion. See note 2.

Property Tax Commitments

The Company is obligated to pay, or reimburse others for, property taxes related to the Company's wireless infrastructure pursuant to operating leases with landlords and other contractual agreements. The property taxes for the year ended December 31, 2012 and future periods are contingent upon new assessments of the wireless infrastructure and the Company's appeals of assessments. The Company has an obligation to reimburse Sprint Nextel ("Sprint") for property taxes it pays on the Company's behalf related to certain towers the Company leases from Sprint. The Company paid $15.4 million for the year ended December 31, 2011 and expects to pay $15.8 million for the year ended December 31, 2012. The amount per tower to be paid to Sprint increases by 3% each successive year through 2037, the expiration of the lease term.

(Tabular dollars in thousands, except per share amounts)

Letters of Credit

The Company has issued letters of credit to various landlords, insurers and other parties in connection with certain contingent retirement obligations under various tower land interest leases and certain other contractual obligations. The letters of credit were issued through the Company's lenders in amounts aggregating $10.8 million and expire on various dates through December 2012.

Operating Lease Commitments

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

15. Leases

Tenant Contracts

The following table is a summary of the rental cash payments owed to the Company, as a lessor, by tenants pursuant to contractual agreements in effect as of December 31, 2011. Generally, the Company's contracts with its tenants provide for (1) annual escalations and multiple renewal periods at the tenant's option and (2) only limited termination rights at the applicable tenant's option through the current term. As of December 31, 2011, the weighted-average remaining term of tenant contracts is approximately nine years, exclusive of renewals at the tenant's option. The tenants' rental payments included in the table below are through the current terms with a maximum current term of 20 years and do not assume exercise of tenant renewal options.

	Years Ending December 31,						
	2012	2013	2014	2015	2016	Thereafter	Total
Tenant leases	$ 1,661,458	$ 1,666,996	$ 1,631,813	$ 1,575,337	$ 1,468,813	$ 9,185,611	$ 17,190,028

Operating Leases

The following table is a summary of rental cash payments owed by the Company, as lessee, to landlords pursuant to contractual agreements in effect as of December 31, 2011. The Company is obligated under non-cancelable operating contracts for land interests under 71% of its towers, office space and equipment. In addition, the Company manages 600 towers owned by third parties. The majority of these operating lease agreements have certain termination rights that provide for cancellation after a notice period. The majority of the land interests and managed tower leases have multiple renewal options at the Company's option and annual escalations. Lease agreements may also contain provisions for a contingent payment based on revenues or the gross margin derived from the wireless infrastructure located on the leased land interest. Approximately 73% and 89% of the Company's site rental gross margins for the year ended December 31, 2011, are derived from towers where the land interest under the tower is owned or leased with final expiration dates of greater than 20 years and ten years, respectively, inclusive of renewals at the Company's option. The operating lease payments included in the table below include payments for certain renewal periods at the Company's option up to the estimated wireless infrastructure useful life of 20 years and an estimate of contingent payments based on revenues and gross margins derived from existing tenant leases.

	Years Ending December 31,						
	2012	2013	2014	2015	2016	Thereafter	Total
Operating leases	$ 301,264	$ 305,278	$ 307,267	$ 308,801	$ 311,242	$ 3,907,901	$ 5,441,753

Rental expense from operating leases was $338.3 million, $330.1 million and $316.2 million, respectively, for the years ended December 31, 2011, 2010 and 2009. The rental expense was inclusive of contingent payments based on revenues or gross margin derived from the wireless infrastructure located on the leased land interests of $56.4 million, $55.1 million and $53.1 million, respectively, for the years ended December 31, 2011, 2010 and 2009.

16. Operating Segments and Concentrations of Credit Risk

Operating Segments

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

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

(Tabular dollars in thousands, except per share amounts)

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

	Year Ended December 31, 2011				Year Ended December 31, 2010				Year Ended December 31, 2009			
	CCUSA	CCAL	Elim(a)	Consolidated Total	CCUSA	CCAL	Elim(a)	Consolidated Total	CCUSA	CCAL	Elim(a)	Consolidated Total
Net revenues:												
Site rental	$ 1,744,993	$108,557	$ —	$ 1,853,550	$ 1,608,141	$ 92,620	$ —	$ 1,700,761	$1,466,552	$ 76,640	$ —	$1,543,192
Network services and other	161,522	17,657	—	179,179	168,101	9,796	—	177,897	134,545	7,670	—	142,215
Net revenues	1,906,515	126,214	—	2,032,729	1,776,242	102,416	—	1,878,658	1,601,097	84,310	—	1,685,407
Operating expenses:												
Costs of operations(b):												
Site rental	446,868	34,530	—	481,398	437,812	29,324	—	467,136	433,481	23,079	—	456,560
Network services and other	96,057	10,930	—	106,987	107,668	6,573	—	114,241	88,393	4,415	—	92,808
General and administrative	151,737	21,756	—	173,493	148,374	16,982	—	165,356	141,149	11,923	—	153,072
Asset write-down charges	21,986	299	—	22,285	13,243	444	—	13,687	18,611	626	—	19,237
Acquisition and integration costs	3,310	—	—	3,310	2,102	—	—	2,102	—	—	—	—
Depreciation, amortization and accretion	522,681	30,270	—	552,951	513,433	27,338	—	540,771	502,017	27,722	—	529,739
Total operating expenses	1,242,639	97,785	—	1,340,424	1,222,632	80,661	—	1,303,293	1,183,651	67,765	—	1,251,416
Operating income (loss)	663,876	28,429	—	692,305	553,610	21,755	—	575,365	417,446	16,545	—	433,991
Interest expense and amortization of deferred financing costs	(507,264)	(22,974)	22,651	(507,587)	(488,863)	(21,381)	19,975	(490,269)	(443,960)	(15,403)	13,481	(445,882)
Gains (losses) on retirement of long-term obligations	—	—	—	—	(138,367)	—	—	(138,367)	(91,079)	—	—	(91,079)
Net gain (loss) on interest rate swaps	—	—	—	—	(286,435)	—	—	(286,435)	(92,966)	—	—	(92,966)
Interest income	187	479	—	666	1,888	316	—	2,204	2,810	157	—	2,967
Other income (expense)	17,048	26	(22,651)	(5,577)	19,151	221	(19,975)	(603)	14,619	1,308	(13,481)	2,446
Benefit (provision) for income taxes	(6,126)	(2,221)	—	(8,347)	28,808	(1,962)	—	26,846	77,718	(1,318)	—	76,400
Net income (loss)	167,721	3,739	—	171,460	(310,208)	(1,051)	—	(311,259)	(115,412)	1,289	—	(114,123)
Less: Net income (loss) attributable to the noncontrolling interest	(348)	731	—	383	—	(319)	—	(319)	—	209	—	209
Net income (loss) attributable to CCIC stockholders	$ 168,069	$ 3,008	$ —	$ 171,077	$ (310,208)	$ (732)	$ —	$ (310,940)	$ (115,412)	$ 1,080	$ —	$ (114,332)
Capital expenditures	$ 333,862	$ 14,080	$ —	$ 347,942	$ 216,556	$ 11,502	$ —	$ 228,058	$ 166,883	$ 6,652	$ —	$ 173,535
Total assets (at year end)	$10,497,387	$341,852	$(294,143)	$10,545,096	$10,439,827	$339,093	$(309,391)	$10,469,529				
Goodwill	$ 2,034,683	$ 707	$ —	$ 2,035,390	$ 2,028,590	$ 706	$ —	$ 2,029,296				

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

(Tabular dollars in thousands, except per share amounts)

The following are reconciliations of net income (loss) to Adjusted EBITDA for the years ended December 31, 2011, 2010 and 2009:

	Year Ended December 31, 2011				Year Ended December 31, 2010				Year Ended December 31, 2009			
	CCUSA	CCAL	Elim(a)	Consolidated Total	CCUSA	CCAL	Elim(a)	Consolidated Total	CCUSA	CCAL	Elim(a)	Consolidated Total
Net income (loss)	$ 167,721	$ 3,739	$ —	$ 171,460	$ (310,208)	$ (1,051)	$ —	$ (311,259)	$(115,412)	$ 1,289	$ —	$ (114,123)
Adjustments to increase (decrease) net income (loss):												
Asset write-down charges	21,986	299	—	22,285	13,243	444	—	13,687	18,611	626	—	19,237
Acquisition and integration costs	3,310	—	—	3,310	2,102	—	—	2,102	—	—	—	—
Depreciation, amortization and accretion	522,681	30,270	—	552,951	513,433	27,338	—	540,771	502,017	27,722	—	529,739
Interest expense and amortization of deferred financing costs	507,264	22,974	(22,651)	507,587	488,863	21,381	(19,975)	490,269	443,960	15,403	(13,481)	445,882
Gains (losses) on retirement of long-term obligations	—	—	—	—	138,367	—	—	138,367	91,079	—	—	91,079
Net gain (loss) on interest rate swaps	—	—	—	—	286,435	—	—	286,435	92,966	—	—	92,966
Interest income	(187)	(479)	—	(666)	(1,888)	(316)	—	(2,204)	(2,810)	(157)	—	(2,967)
Other income (expense)	(17,048)	(26)	22,651	5,577	(19,151)	(221)	19,975	603	(14,619)	(1,308)	13,481	(2,446)
Benefit (provision) for income taxes	6,126	2,221	—	8,347	(28,808)	1,962	—	(26,846)	(77,718)	1,318	—	(76,400)
Stock-based compensation expense	32,610	3,381	—	35,991	36,540	3,425	—	39,965	29,225	1,080	—	30,305
Adjusted EBITDA	$1,244,463	$ 62,379	$ —	$1,306,842	$1,118,928	$ 52,962	$ —	$1,171,890	$ 967,299	$ 45,973	$ —	$1,013,272

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

(Tabular dollars in thousands, except per share amounts)

Geographic Information

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

	Years Ended December 31,		
	2011	2010	2009
United States	$ 1,902,536	$ 1,772,793	$ 1,597,790
Australia	126,214	102,416	84,310
Other countries	3,979	3,449	3,307
Total net revenues	$ 2,032,729	$ 1,878,658	$ 1,685,407

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

	December 31,	
	2011	2010
United States	$ 8,847,161	$ 8,997,016
Australia	212,067	222,938
Other countries	15,571	16,922
Total long-lived assets	$ 9,074,799	$ 9,236,876

Major Customers

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

	Years Ended December 31,		
	2011	2010	2009
AT&T	23%	21%	20%
Sprint	21%	20%	22%
Verizon Wireless	19%	21%	19%
T-Mobile	11%	11%	13%
Total	74%	73%	74%

Concentrations of Credit Risk

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

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

(Tabular dollars in thousands, except per share amounts)

17. Asset Write-Down Charges

Wireless Infrastructure Write-Down Charges

During the years ended December 31, 2011, 2010, and 2009, the Company abandoned or disposed of wireless infrastructure and wrote-off site acquisition and permitting costs for wireless infrastructure that would not be completed. For the years ended December 31, 2011, 2010, and 2009, the Company recorded related wireless infrastructure asset write-down charges at CCUSA of $15.8 million, $8.6 million and $18.3 million, respectively.

18. Supplemental Cash Flow Information

The following table is a summary of the supplemental cash flow information during the years ended December 31, 2011, 2010 and 2009.

	Years Ended December 31,		
	2011	2010	2009
Supplemental disclosure of cash flow information:			
Interest paid	$ 404,443	$ 409,293	$ 331,681
Income taxes paid (refund)	4,340	(5,935)	5,597
Supplemental disclosure of non-cash investing and financing activities:			
Increase (decrease) in the fair value of forward-starting interest rate swaps (note 7)	—	(114,157)	(140,397)
Assets acquired through capital leases and installment sales	27,094	18,682	17,351

19. Quarterly Financial Information (Unaudited)

Summary quarterly financial information for the years ended December 31, 2011 and 2010 is as follows:

	Three Months Ended			
	March 31	June 30	September 30	December 31
2011:				
Net revenues	$ 499,039	$ 500,336	$ 513,883	$ 519,471
Operating income (loss)	166,428	167,142	181,889	176,846
Net income (loss) attributable to CCIC stockholders	40,017	30,871	51,278	48,911
Net income (loss) attributable to CCIC common stockholders, after deduction of dividends on preferred stock and losses on purchases of preferred stock, per common share:				
Basic	0.12	0.09	0.16	0.16
Diluted	0.12	0.09	0.15	0.16

	Three Months Ended			
	March 31	June 30	September 30	December 31
2010:				
Net revenues	$ 444,327	$ 456,127	$ 481,890	$ 496,314
Operating income (loss)	130,373	132,884	155,956	156,152
Gains (losses) on retirement of long-term obligations	(66,434)	—	(71,933)	—
Net gain (loss) on interest rate swaps	(73,276)	(114,598)	(104,421)	5,860
Net income (loss) attributable to CCIC stockholders	(119,275)	(97,529)	(135,009)	40,873
Net income (loss) attributable to CCIC common stockholders, after deduction of dividends on preferred stock and losses on purchases of preferred stock, per common share – basic and diluted	(0.43)	(0.36)	(0.49)	0.12

20. Subsequent Events

NextG Networks Acquisition

In December 2011, the Company entered into a definitive agreement to acquire NextG for approximately $1.0 billion in cash, subject to certain adjustments. NextG has over 7,000 DAS antenna locations ("nodes") on-air and approximately 1,500 nodes under construction in the U.S. In addition, NextG has rights to over 4,600 miles of fiber. NextG is the largest provider of outdoor DAS", each system is a network of antennas connected by fiber to a communications hub designed to facilitate wireless communications. Approximately 80% of NextG's nodes are located in the 10 largest U.S. basic trading areas in the U.S. The acquisition is expected to close in the second quarter of 2012.

WCP Acquisition

On January 12, 2012, the Company announced a definitive agreement to acquire certain subsidiaries of Wireless Capital Partners, LLC ("WCP") and on January 31, 2012 the Company closed the acquisition. Upon closing in January 2012, WCP held various contracts with wireless site owners, including approximately 2,300 ground lease related assets, including over 150 related to the Company's towers. The gross purchase price was approximately $500 million, exclusive of purchase price adjustments. WCP has approximately $320 million of secured debt that remains outstanding at closing.

January 2012 Refinancing

In January 2012, the Company refinanced and repaid the Revolver and 2007 Term Loans with the proceeds of a $3.1 billion senior credit facility ("2012 Credit Facility") issued by CCOC. The 2012 Credit Facility consists of (1) a $1.0 billion senior secured revolving credit facility ("Revolving Credit Facility"), which will mature in January 2017, (2) a $500.0 million delayed-draw senior secured term loan facility ("Term Loan A"), which will mature in January 2017, and (3) a $1.6 billion senior secured term loan facility ("Term Loan B"), which will mature in January 2019. The proceeds of the Term Loan B were used in part to repay the existing Revolver and 2007 Term Loans and to fund the cash consideration of the WCP acquisition. The balance of the proceeds of the Term Loan B and the proceeds of the Term Loan A may be used for general corporate purposes, including to fund the expected acquisition of NextG and the financing of capital expenditures, acquisitions and purchases of the Company's securities. The Revolving Credit Facility and the Term Loan A bear interest at a per annum rate equal to LIBOR plus 2.0% to 2.75%, based on CCOC's total net leverage ratio; and the Term Loan B bears interest at a per annum rate equal to LIBOR plus 3.0% (with LIBOR subject to a floor of 1% per annum).

Mandatory Conversion of 6.25% Redeemable Convertible Preferred Stock

In January 2012, the Company exercised its right to convert all of the outstanding 6.25% Redeemable Convertible Preferred Stock. The conversion of such preferred stock into 8.3 million shares of common stock is expected to occur in February 2012. The Company will pay cash in lieu of fractional shares of common stock.

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

None.

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

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

In connection with the preparation of this Annual Report on Form 10-K, as of December 31, 2011, the Company's management conducted an evaluation, under the supervision and with the participation of the Company's Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), of the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 ("Exchange Act")). Based upon their evaluation, the CEO and CFO concluded that the Company's disclosure controls and procedures, as of December 31, 2011, were effective to provide reasonable assurance that information required to be disclosed by the Company in the reports filed or submitted by it under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and to provide reasonable assurance that information required to be disclosed by the Company in such reports is accumulated and communicated to the Company's management, including its CEO and CFO, as appropriate to allow timely decisions regarding required disclosure.

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

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

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

Management has assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2011. Based on the Company's assessment, management has concluded that the Company's internal control over financial reporting was effective as of December 31, 2011. to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2011 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein.

(c) Changes in Internal Control Over Financial Reporting

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

(d) Limitations on the Effectiveness of Controls

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

Item 9B. ***Other Information***

None.

PART III

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

The information required to be furnished pursuant to this item will be set forth in the 2012 Proxy Statement and is incorporated herein by reference.

Item 11. ***Executive Compensation***

The information required to be furnished pursuant to this item will be set forth in the 2012 Proxy Statement and is incorporated herein by reference.

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

The information required to be furnished pursuant to this item will be set forth in the 2012 Proxy Statement and is incorporated herein by reference.

The following table summarizes information with respect to equity compensation plans under which equity securities of the registrant are authorized for issuance as of December 31, 2011:

Plan category(a)(b)	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance
	(In shares)	(In dollars per share)	(In shares)
Equity compensation plans approved by security holders	63,180	$ 4.09	8,061,803
Equity compensation plans not approved by security holders	—	—	—
Total	63,180	$ 4.09	8,061,803

(a) See note 12 to the consolidated financial statements for more detailed information regarding the registrant's equity compensation plans.
(b) CCAL has an equity compensation plan under which it awards restricted units settled in cash to its employees and directors. This plan has not been approved by the registrant's security holders.

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

The information required to be furnished pursuant to this item will be set forth in the 2012 Proxy Statement and is incorporated herein by reference.

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

The information required to be furnished pursuant to this item will be set forth in the 2012 Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. *Exhibits, Financial Statement Schedules*

(a)(1) Financial Statements:

The list of financial statements filed as part of this report is submitted as a separate section, the index to which is located on page 36.

(a)(2) Financial Statement Schedules:

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

(a)(3) Exhibits:

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

CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES

SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS

YEARS ENDED DECEMBER 31, 2011, 2010 AND 2009
(In thousands of dollars)

		Additions		Deductions			
	Balance at Beginning of Year	Charged to Operations	Acquired	Credited to Operations	Written Off	Effect of Exchange Rate Changes	Balance at End of Year
Allowance for Doubtful Accounts Receivable:							
2011	$ 5,683	$ 1,819	$ —	$ —	$ (1,611)	$ —	$ 5,891
2010	$ 5,497	$ 1,829	$ —	$ —	$ (1,669)	$ 26	$ 5,683
2009	$ 6,267	$ 998	$ —	$ —	$ (1,802)	$ 34	$ 5,497

		Additions		Deductions			
	Balance at Beginning of Year	Charged to Operations	Acquired	Credited to Operations	Written Off	Effect of Exchange Rate Changes	Balance at End of Year
Allowance for Deferred Site Rental Receivables:							
2011	$ 5,080	$ —	$ —	$ (5,080)	$ —	$ —	$ —
2010	$ 3,600	$ 7,200	$ —	$ (5,720)	$ —	$ —	$ 5,080
2009	$ —	$ 3,600	$ —	$ —	$ —	$ —	$ 3,600

		Additions		Deductions			
	Balance at Beginning of Year	Charged to Operations	Charged to Additional Paid-in Capital and Other Comprehensive Income	Credited to Operations	Credited to Additional Paid-in Capital and Other Comprehensive Income	Other Adjustments(a)	Balance at End of Year
Deferred Tax Valuation Allowance:							
2011	$ 318,055	$ —	$ —	$ (83,115)	$ (22,119)	$ 15,596	$ 228,417
2010	$ 190,848	$ 76,125	$ 38,646	$ —	$ —	$ 12,436	$ 318,055
2009	$ 256,325	$ —	$ —	$ (32,761)	$ (45,657)	$ 12,941	$ 190,848

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

INDEX TO EXHIBITS

Item 15 (a) (3)

Exhibit Number		Exhibit Description
(c)	2.1	Formation Agreement, dated December 8, 1998, relating to the formation of Crown Atlantic Company LLC, Crown Atlantic Holding Sub LLC, and Crown Atlantic Holding Company LLC
(d)	2.2	Amendment Number 1 to Formation Agreement, dated March 31, 1999, among Crown Castle International Corp., Cellco Partnership, doing business as Bell Atlantic Mobile, certain Transferring Partnerships and CCA Investment Corp.
(l)	2.3	Crown Atlantic Holding Company LLC Amended and Restated Operating Agreement, dated May 1, 2003, by and between Bell Atlantic Mobile, Inc. and CCA Investment Corp.
(d)	2.4	Crown Atlantic Company LLC Operating Agreement entered into as of March 31, 1999 by and between Cellco Partnership, doing business as Bell Atlantic Mobile, and Crown Atlantic Holding Sub LLC
(l)	2.5	Crown Atlantic Company LLC First Amendment to Operating Agreement, dated May 1, 2003, by Crown Atlantic Company LLC, and each of Bell Atlantic Mobile, Inc. and Crown Atlantic Holding Sub LLC
(e)	2.6	Agreement to Sublease dated June 1, 1999 by and among BellSouth Mobility Inc., BellSouth Telecommunications Inc., The Transferring Entities, Crown Castle International Corp. and Crown Castle South Inc.
(e)	2.7	Sublease dated June 1, 1999 by and among BellSouth Mobility Inc., Certain BMI Affiliates, Crown Castle International Corp. and Crown Castle South Inc.
(g)	2.8	Agreement to Sublease dated August 1, 1999 by and among BellSouth Personal Communications, Inc., BellSouth Carolinas PCS, L.P., Crown Castle International Corp. and Crown Castle South Inc.
(g)	2.9	Sublease dated August 1, 1999 by and among BellSouth Personal Communications, Inc., BellSouth Carolinas PCS, L.P., Crown Castle International Corp. and Crown Castle South Inc.
(f)	2.10	Formation Agreement dated November 7, 1999 relating to the formation of Crown Castle GT Company LLC, Crown Castle GT Holding Sub LLC and Crown Castle GT Holding Company LLC
(g)	2.11	Operating Agreement, dated January 31, 2000 by and between Crown Castle GT Corp. and affiliates of GTE Wireless Incorporated
(r)	3.1	Amended and Restated Certificate of Incorporation of Crown Castle International Corp., dated May 24, 2007
(ee)	3.2	Certificate of Amendment of Amended and Restated Certificate of Incorporation of Crown Castle International Corp., effective May 24, 2011
(r)	3.3	Amended and Restated By-laws of Crown Castle International Corp., dated May 24, 2007
(ee)	3.4	Amendment to Amended and Restated By-Laws of Crown Castle International Corp., effective May 24, 2011
(b)	4.1	Specimen Certificate of Common Stock
(k)	4.2	Indenture, dated as of December 2, 2003, between Crown Castle International Corp. and The Bank of New York, as Trustee, relating to the 7.5% Senior Notes due 2013 (including exhibits)
(o)	4.3	First Supplemental Indenture, dated as of June 1, 2005, between Crown Castle International Corp. and The Bank of New York, as Trustee, relating to the 7.5% Notes
(n)	4.4	Indenture, dated as of June 1, 2005, relating to the Senior Secured Tower Revenue Notes, by and among JPMorgan Chase Bank, N.A., as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc. and Crown Castle International Corp. de Puerto Rico, collectively as Issuers

Exhibit Number		Exhibit Description
(bb)	4.6	Indenture Supplement, dated as of January 15, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-1, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to J.P. Morgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
(bb)	4.7	Indenture Supplement, dated as of January 15, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-2, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
(bb)	4.8	Indenture Supplement, dated as of January 15, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-3, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
(cc)	4.9	Indenture Supplement, dated as of August 16, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-4, by and among The Bank of New York Mellon (as successor to The Bank of New York as sucessor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castel International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MPUPA LLC, collectively as Issuers
(cc)	4.10	Indenture Supplement, dated as of August 16, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-5, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
(cc)	4.11	Indenture Supplement, dated as of August 16, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-6, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, CRown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
(u)	4.12	Indenture dated January 27, 2009, between Crown Castle International Corp. and Bank of New York Mellon Trust Company, N.A., as trustee
(u)	4.13	Supplemental Indenture dated January 27, 2009, between Crown Castle International Corp. and Bank of New York Mellon Trust Company, N.A., as trustee, relating to 9% Senior Notes due 2015
(y)	4.14	Indenture dated April 30, 2009, relating to the 7.750% Senior Secured Notes due 2017, by and among CC Holdings GS V LLC, Crown Castle GS III Corp., the Guarantors named therein and Bank of New York Mellon Trust Company, N.A., as trustee
(z)	4.15	Indenture dated July 31, 2009, relating to Senior Secured Notes, between Pinnacle Towers Acquisition Holdings LLC, GS Savings Inc., GoldenState Towers, LLC, Pinnacle Towers Acquisition LLC, Tower Ventures III, LLC and TVHT, LLC, as Issuers, Global Signal Holdings III, LLC, as Guarantor, and The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee
(z)	4.16	Indenture Supplement dated July 31, 2009, relating to Senior Secured Notes, Series 2009-1, between Pinnacle Towers Acquisition Holdings LLC, GS Savings Inc., GoldenState Towers, LLC, Pinnacle Towers Acquisition LLC, Tower Ventures III, LLC and TVHT, LLC, as Issuers, Global Signal Holdings III, LLC, as Guarantor, and The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee

Exhibit Number		Exhibit Description
(aa)	4.17	Second Supplemental Indenture dated October 23, 2009, relating to 7.125% Senior Notes due 2019, between Crown Castle International Corp. and The Bank of New York Mellon Trust Company, N.A., as trustee
(ff)	4.18	Indenture dated as of November 9, 2010, between WCP Wireless Site Funding LLC, WCP Wireless Site RE Funding LLC, WCP Wireless Site Non-RE Funding LLC, WCP Wireless Lease Subsidiary, LLC, MW Cell REIT 1 LLC and MW Cell TRS 1 LLC, and Deutsche Bank Trust Company Americas, as indenture trustee
(ff)	4.19	Series 2010-1 Indenture Supplement dated as of November 9, 2010, between WCP Wireless Site Funding LLC, WCP Wireless Site RE Funding LLC, WCP Wireless Site Non-RE Funding LLC, WCP Wireless Lease Subsidiary, LLC, MW Cell REIT 1 LLC and MW Cell TRS 1 LLC, and Deutsche Bank Trust Company Americas, as indenture trustee
(a)	10.1	Castle Tower Holding Corp. 1995 Stock Option Plan (Third Restatement)
(b)	10.2	Crown Castle International Corp. 1995 Stock Option Plan (Fourth Restatement)
(d)	10.3	Global Lease Agreement dated March 31, 1999 between Crown Atlantic Company LLC and Cellco Partnership, doing business as Bell Atlantic Mobile
(h)	10.4	Crown Castle International Corp. 2001 Stock Incentive Plan
(i)	10.5	Form of Option Agreement pursuant to 2001 Stock Incentive Plan
(j)	10.6	Form of Severance Agreement between Crown Castle International Corp. and each of John P. Kelly, W. Benjamin Moreland and E. Blake Hawk
(s)	10.7	Form of First Amendment to Severance Agreement between Crown Castle International Corp. and each of John P. Kelly, W. Benjamin Moreland and E. Blake Hawk
(x)	10.8	Form of Amendment to Severance Agreement between Crown Castle International Corp. and each of John P. Kelly, W. Benjamin Moreland and E. Blake Hawk, effective April 6, 2009
(j)	10.9	Form of Restricted Stock Agreement pursuant to 2001 Stock Incentive Plan
(r)	10.10	Crown Castle International Corp. 2004 Stock Incentive Plan, as amended
(m)	10.11	Form of Restricted Stock Agreement pursuant to 2001 Stock Incentive Plan
(m)	10.12	Form of Restricted Stock Agreement pursuant to 2004 Stock Incentive Plan
(m)	10.13	Form of Severance Agreement between Crown Castle International Corp. and James D. Young
(s)	10.14	Form of First Amendment to Severance Agreement between Crown Castle International Corp and certain senior officers, including James D. Young
(t)	10.15	Form of Severance Agreement between Crown Castle International Corp. and each of Jay A. Brown and Philip M. Kelley
(x)	10.16	Form of Amendment to Severance Agreement between Crown Castle International Corp. and certain senior officers, including Jay A. Brown, James D. Young and Philip M. Kelley, effective April 6, 2009
(dd)	10.17	Crown Castle International Corp. 2011 EMT Annual Incentive Plan
(dd)	10.18	Summary of Non-Employee Director Compensation
(n)	10.19	Management Agreement, dated as of June 8, 2005, by and among Crown Castle USA Inc., as Manager, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle GT Holding Sub LLC and Crown Castle Atlantic LLC, collectively as Owners
(p)	10.20	Management Agreement Amendment, dated September 26, 2006, by and among Crown Castle USA Inc., as Manager, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle GT Holding Sub LLC and Crown Castle Atlantic LLC, collectively, as Owners
(q)	10.21	Joinder and Amendment to Management Agreement, dated as of November 29, 2006, by and among Crown Castle USA Inc., as Manager, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC, Crown Castle MUPA LLC, Crown Castle GT Holding Sub LLC and Crown Castle Atlantic LLC, collectively as Owners
(n)	10.22	Cash Management Agreement, dated as of June 8, 2005, by and among Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc. and Crown Castle International Corp. de Puerto Rico, as Issuers, JPMorgan Chase Bank, N.A., as Indenture Trustee, Crown Castle USA Inc., as Manager, Crown Castle GT Holding Sub LLC, as Member of Crown Castle GT Company LLC, and Crown Castle Atlantic LLC, as Member of Crown Atlantic Company LLC

Exhibit Number		Exhibit Description
(q)	10.23	Joinder to Cash Management Agreement, dated as of November 29, 2006, by and among Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc. and Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC, Crown Castle MUPA LLC, as Issuers, The Bank of New York (as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, Crown Castle USA Inc., as Manager, Crown Castle GT Holding Sub LLC, as Member of Crown Castle GT Company LLC, and Crown Castle Atlantic LLC, as Member of Crown Atlantic Company LLC
(n)	10.24	Servicing Agreement, dated as of June 8, 2005, by and among Midland Loan Services, Inc., as Servicer, and JPMorgan Chase Bank, N.A., as Indenture Trustee
(v)	10.25	Agreement to Contribute, Lease and Sublease, dated as of February 14, 2005 among Sprint Corporation, the Sprint subsidiaries named therein and Global Signal Inc.
(w)	10.26	Master Lease and Sublease, dated as of May 26, 2005, by and among STC One LLC, as lessor, Sprint Telephony PCS L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.
(w)	10.27	Master Lease and Sublease, dated as of May 26, 2005, by and among STC Two LLC, as lessor, SprintCom, Inc., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.
(w)	10.28	Master Lease and Sublease, dated as of May 26, 2005, by and among STC Three LLC, as lessor, American PCS Communications, LLC, as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.
(w)	10.29	Master Lease and Sublease, dated as of May 26, 2005, by and among STC Four LLC, as lessor, PhillieCo, L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.
(w)	10.30	Master Lease and Sublease, dated as of May 26, 2005, by and among STC Five LLC, as lessor, Sprint Spectrum L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.
(w)	10.31	Master Lease and Sublease, dated as of May 26, 2005, by and among STC Six Company, Sprint Spectrum L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.
(y)	10.32	Management Agreement, dated as of April 30, 2009, by and among Crown Castle USA Inc., as Manager, and Global Signal Acquisitions LLC, Global Signal Acquisitions II LLC, Pinnacle Towers LLC, and the direct and indirect subsidiaries of Pinnacle Towers LLC, collectively, as Owners
(y)	10.33	Cash Management Agreement, dated as of April 30, 2009, by and among CC Holdings GS V LLC, as Issuer, Global Signal Acquisitions LLC, Global Signal Acquisitions II LLC, Pinnacle Towers LLC, the Guarantors named therein, The Bank of New York Mellon Trust Company, N.A., as Trustee, and Crown Castle USA Inc., as Manager
(z)	10.34	Management Agreement, dated as of July 31, 2009, by and among Crown Castle USA Inc., as Manager, and Pinnacle Towers Acquisition Holdings LLC, and the direct and indirect subsidiaries of Pinnacle Towers Acquisition Holdings LLC, collectively, as Owners
(z)	10.35	Cash Management Agreement, dated as of July 31, 2009, by and among Pinnacle Towers Acquisition Holdings LLC, Pinnacle Towers Acquisition LLC, GS Savings Inc., GoldenState Towers, LLC, Tower Ventures III, LLC and TVHT, LLC, as Issuers, The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee, and Crown Castle USA Inc., as Manager
(z)	10.36	Servicing Agreement, dated as of July 31, 2009, by and among Midland Loan Services, Inc., as Servicer, and The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee
*	10.37	Agreement and Plan of Merger, dated as of December 15, 2011, by and among Crown Castle International Corp., Crown Castle NG Acquisitions Corp., NextG Networks, Inc. and Madison Dearborn Capital Partners V-A, L.P., solely in its capacity as the Representative
(ff)	10.38	Credit Agreement dated as of January 31, 2012, among Crown Castle International Corp., Crown Castle Operating Company, as borrower, the lenders and issuing banks party thereto, The Royal Bank of Scotland plc, as administrative agent, and Morgan Stanley Senior Funding Inc., as co-documentation agent
*	11	Computation of Net Income (Loss) per Common Share
*	12	Computation of Ratios of Earnings to Fixed Charges and Earnings to Combined Fixed Charges and Preferred Stock Dividends
*	21	Subsidiaries of Crown Castle International Corp.
*	23.1	Consent of PricewaterhouseCoopers LLP
*	23.2	Consent of KPMG LLP

Exhibit Number		Exhibit Description
*	24	Powers of Attorney (included in the signatures page of this Annual Report on Form 10-K)
*	31.1	Certification of Chief Executive Officer pursuant to Section 302 of Sarbanes-Oxley Act of 2002
*	31.2	Certification of Chief Financial Officer pursuant to Section 302 of Sarbanes-Oxley Act of 2002
*	32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of Sarbanes-Oxley Act of 2002
*	101.INS	XBRL Instance Document
*	101.SCH	XBRL Taxonomy Extension Schema Document
*	101.DEF	XBRL Taxonomy Extension Definition Linkbase
*	101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
*	101.LAB	XBRL Taxonomy Extension Label Linkbase Document
*	101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith.

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

(u) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on January 29, 2009
(v) Incorporated by reference to the exhibit previously filed by Global Signal Inc. on Form 8-K (Registration No. 001-32168) on February 17, 2005.
(w) Incorporated by reference to the exhibit previously filed by Global Signal Inc. on Form 8-K (Registration No. 001-32168) on May 27, 2005.
(x) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on April 8, 2009.
(y) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on May 5, 2009.
(z) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on August 4, 2009.
(aa) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on October 28, 2009.
(bb) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on January 20, 2010.
(cc) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on August 26, 2010.
(dd) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on February 16, 2011.
(ee) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on May 26, 2011.
(ff) Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 001-16441) on February 3, 2012.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized, on this 13th day of February, 2012.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ JAY A. BROWN

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints W. Benjamin Moreland and E. Blake Hawk and each of them, as his or her true and lawful attorneys-in-fact and agents with full power of substitution and re-substitution for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all documents relating to the Annual Report on Form 10-K, including any and all amendments and supplements thereto, for the year ended December 31, 2011 and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, this Annual Report on Form 10-K has been signed below by the following persons on behalf of the Registrant and in the capacities indicated below on this 13th day of February, 2012.

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

AGREEMENT AND PLAN OF MERGER
by and among

CROWN CASTLE INTERNATIONAL CORP.,
CROWN CASTLE NG ACQUISITIONS CORP.,

NEXTG NETWORKS, INC.,
and

MADISON DEARBORN CAPITAL PARTNERS V-A, L.P.,
as the REPRESENTATIVE

December 15, 2011

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of December 15, 2011 by and among Crown Castle International Corp., a Delaware corporation (the "Buyer"), Crown Castle NG Acquisitions Corp., a Delaware corporation and a wholly-owned Subsidiary of the Buyer (the "Merger Sub"), NextG Networks, Inc., a Delaware corporation (the "Company" and together with the Merger Sub, the "Constituent Corporations"), and Madison Dearborn Capital Partners V-A, L.P., a Delaware limited partnership, solely in its capacity as the Representative. Capitalized terms used and not otherwise defined herein have the meanings set forth in Annex A attached hereto.

WHEREAS, the boards of directors of the Buyer, the Merger Sub, and the Company have approved this Agreement and the merger of the Merger Sub with and into the Company upon the terms and conditions set forth in this Agreement and in accordance with the Delaware Corporation Law (the "Merger") and the board of directors of the Company has declared that it is advisable that this Agreement be adopted by the stockholders of the Company;

WHEREAS, the board of directors of the Company has recommended to the stockholders of the Company that they adopt this Agreement; and

WHEREAS, certain stockholders of the Company holding approximately eighty-eight percent (88%) of the outstanding shares of Company Common Stock have indicated an intent to provide written consents confirming the adoption of this Agreement immediately following the execution of this Agreement.

NOW, THEREFORE, in consideration of the premises, representations, warranties, and mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
THE MERGER

1.01 The Merger. On and subject to the terms and conditions contained herein, at the Effective Time, the Merger Sub shall be merged with and into the Company, with the Company continuing as the surviving corporation in the Merger (the Company, as the surviving corporation after the Merger, is sometimes referred to herein as the "Surviving Corporation").

1.02 Consummation of the Merger. On the Closing Date, subject to satisfaction or, to the extent permitted by applicable Law, waiver of the conditions specified in Article II hereof (a) the Company shall execute a certificate of merger in the form of Exhibit A attached hereto (the "Certificate of Merger") in accordance with the relevant provisions of the Delaware Corporation Law and (b) the Company and the Merger Sub shall, and the Buyer shall cause Merger Sub to, cause such executed Certificate of Merger to be filed with the Secretary of State of the State of Delaware, and the Merger shall be effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware, or at such subsequent time as the Buyer and the Company shall agree and specify in the Certificate of Merger (the date and time the Merger becomes effective being the "Effective Time").

1.03 Effect of the Merger. The Merger shall have the effect as provided in the Delaware Corporation Law, including that upon the effectiveness of the Merger (a) the separate existence of the Merger Sub shall cease (except as may be continued by operation of applicable Law), (b) the Company shall be the surviving corporation in the Merger, (c) the Surviving Corporation shall possess all of the rights, privileges, powers, and franchises of each of the Constituent Corporations, and all property (real, personal, and mixed) and all debts due to any of the Constituent Corporations on whatever account, as well as all other things in action or belonging to each of the Constituent Corporations, shall be vested in the Surviving Corporation, (d) all property, rights, privileges, powers, and franchises and each and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, and (e) all rights of creditors and all Liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all Indebtedness, Liabilities, and duties of the Constituent Corporations shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such Indebtedness, Liabilities, and duties had been incurred or contracted by it.

1.04 Certificate of Incorporation and By-Laws. Subject to compliance with Section 6.02(a), (a) the Certificate of Merger shall provide that, at the Effective Time, the certificate of incorporation of the Surviving Corporation as in effect immediately prior to the Effective Time shall be amended as of the Effective Time so as to contain the provisions, and only the provisions, contained in the exhibit attached to the Certificate of Merger and, as so amended, such certificate of incorporation shall be the certificate of incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law and (b) the by-laws of the Merger Sub, as in effect at the Effective Time, shall be the by-laws of the Surviving Corporation until changed or amended in accordance with the provisions thereof, the certificate of incorporation of the Surviving Corporation, and applicable Law.

1.05 Directors and Officers. From and after the Effective Time, the individuals set forth on Schedule 1.05 hereto shall hold the directorships and offices set forth thereon with respect to the Surviving Corporation until their respective successors are duly elected and qualified in the manner provided in the certificate of incorporation and by-laws of the Surviving Corporation or until their earlier resignation or removal or as otherwise provided by applicable Law.

1.06 Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the Buyer, the Merger Sub, the Company, or the holders of any of the securities described below:

(a) Each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into one (1) validly issued, fully paid, and nonassessable share of common stock, par value $0.01 per share, of the Surviving Corporation.

(b) Each share of Company Common Stock held in the treasury of the Company and each share of Company Common Stock owned or held, directly or indirectly, by the Company or any of its Subsidiaries or by the Buyer, the Merger Sub, or any of their respective Subsidiaries, in each case immediately prior to the Effective Time, shall be cancelled and retired and shall cease to exist without any conversion thereof and no payment of cash or any other consideration or distribution shall be made with respect thereto.

(c) Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than (x) shares of Company Common Stock cancelled pursuant to Section 1.06(b) and (y) Dissenting Shares) shall be converted into the right to receive (i) an amount in cash equal to the Per Share Price, (ii) an amount in cash equal to the Per Share Adjustment Distribution, (iii) an amount in cash equal to the Per Share Representative Amount Distribution, and (iv) an amount in cash equal to the Per Share Escrow Distribution, in each case without interest and subject to Section 1.11(g). At the Effective Time, all such shares of Company Common Stock shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder thereof shall cease to have any rights with respect thereto, except the right to receive the consideration set forth in this Section 1.06(c) with respect thereto.

1.07 Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, shares of Company Common Stock issued and outstanding immediately prior to the Effective Time that are held by any Person who is entitled to demand and properly exercises and demands appraisal of such shares under the Delaware Corporation Law and is in compliance with all of the provisions of the Delaware Corporation Law concerning the right of such holder to demand appraisal of such shares in connection with the Merger shall not be converted into the right to receive the consideration set forth in Section 1.06(c) with respect to such shares, and shall instead be converted into the right to receive an amount in cash equal to the fair value of such shares as may be determined to be due to such holder as provided in the Delaware Corporation Law. Notwithstanding the foregoing, if the holder of any such shares shall have failed to perfect or shall have effectively withdrawn or lost his, her, or its right to appraisal and payment under the Delaware Corporation Law, such shares shall thereupon be deemed, as of the Effective Time, to have been cancelled and retired and to have ceased to exist and been converted into the right to receive the consideration set forth in Section 1.06(c) with respect to such shares, without interest thereon, upon surrender of the Certificate formerly representing such shares in accordance with Section 1.11. From and after the Effective Time, no holder of shares of Company Common Stock who has demanded appraisal rights shall be entitled to vote his, her, or its shares of Company Common

Stock for any purpose or to receive payment of dividends or other distributions on his, her, or its shares (except dividends or other distributions payable to stockholders of record at a date prior to the Effective Time, or dividends that accrued thereon prior to the Effective Time). The Company shall give the Buyer reasonably prompt notice of any demands for appraisal of shares of Company Common Stock, withdrawals of such demands, and any other related instruments received by the Company, and the Buyer shall have the right to participate in all negotiations and proceedings with respect to such demands at its expense; provided, that the Company shall direct all such negotiations and proceedings. The Company may settle, or propose to settle, any such demands in accordance with the provisions of Section 8.07. Any shares of Company Common Stock for which appraisal rights have been properly exercised and demanded, and not subsequently withdrawn, lost, or failed to be perfected, are referred to herein as "Dissenting Shares".

1.08 Conversion of Options. Immediately prior to the Effective Time, each then outstanding and unexercised option to purchase shares of Company Common Stock under the Company's 2009 Stock Award Plan (the "Company Options") shall become fully vested and exercisable. At the Effective Time, by virtue of the Merger and without any action on the part of the Buyer, the Merger Sub, the Company, or the holders of any Company Options, each Company Option outstanding and unexercised immediately prior to the Effective Time shall be converted into the right to receive (a) an amount in cash equal to (i) (A) the Per Share Price, minus (B) the exercise price per share of such Company Option, multiplied by (ii) the total number of shares of Company Common Stock issuable upon the exercise of such Company Option, (b) an amount in cash equal to (i) the Per Share Adjustment Distribution, multiplied by (ii) the total number of shares of Company Common Stock issuable upon the exercise of such Company Option, (c) an amount in cash equal to (i) the Per Share Representative Amount Distribution, multiplied by (ii) the total number of shares of Company Common Stock issuable upon the exercise of such Company Option, and (d) an amount in cash equal to (i) the Per Share Escrow Distribution, multiplied by (ii) the total number of shares of Company Common Stock issuable upon the exercise of such Company Option, in each case without interest and subject to Section 1.11(g). From and after the Effective Time, the Company Options shall no longer be exercisable by the former holders thereof, but shall only entitle such holders to the payment of the consideration set forth in this Section 1.08 with respect thereto.

1.09 Calculation of the Per Share Price.

(a) The "Per Share Price" shall mean an amount determined by dividing (i) the Estimated Closing Consideration, by (ii) the Total Shares.

(b) The "Estimated Closing Consideration" shall mean the Company's good faith estimate of the Closing Consideration (including good faith estimates and reasonably detailed supporting documentation of (i) the Option Exercise Proceeds, (ii) the Closing Cash, (iii) the Closing Indebtedness, (iv) the Capex Adjustment, and (v) the Transaction Expenses, and, in each case the components thereof), which the Company shall provide to the Buyer no later than three (3) Business Days prior to the Closing Date and which shall be based on the Company's books and records and other information available at the time. The "Closing Consideration" shall mean an amount equal to (i) $1,000,000,000.00, plus (ii) the Option Exercise Proceeds, plus (iii) the Closing Cash, minus (iv) the Closing Indebtedness, plus or minus (as applicable) (v) the Capex Adjustment, minus (vi) the Transaction Expenses, minus (vii) the Escrow Amount, and minus (viii) the Representative Amount. Prior to the Closing, the Buyer shall have a reasonable opportunity to consult with the Company with respect to the Estimated Closing Consideration and the Company's estimates of the Option Exercise Proceeds, the Closing Cash, the Closing Indebtedness, the Capex Adjustment, and the Transaction Expenses and, in each case, the components thereof.

1.10 The Closing. The closing of the Merger and the other transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Kirkland & Ellis LLP, 300 N. LaSalle, Chicago, Illinois, at 10:00 a.m. local time on the second (2nd) Business Day following the date on which each of the conditions set forth in Article II hereof is satisfied or, to the extent permitted by applicable Law, waived (other than those conditions which, by their terms, will only be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) or at such other place, time, and date as shall be agreed between the Company and the Buyer (the "Closing Date"). At the Closing:

(a) The Company shall deliver to the Buyer:

(i) a certificate, in the form attached hereto as Exhibit B, dated as of the Closing Date, duly executed on behalf of the Company by an authorized officer of the Company, and stating that the conditions set forth in Sections 2.02(a) and (b) have been satisfied; and

(ii) an executed copy of the Certificate of Merger in accordance with the provisions of Section 1.02.

(b) The Buyer shall deposit with the Paying Agent, by wire transfer of immediately available funds to the account or accounts specified by the Paying Agent, an amount in cash equal to (i) the Per Share Price, multiplied by (ii) the number of shares of Company Common Stock converted into the right to receive a payment of an amount equal to the Per Share Price pursuant to Section 1.06(c).

(c) The Buyer shall pay to the Company, by wire transfer of immediately available funds to the account or accounts specified by the Company at least two (2) Business Days prior to the Closing Date, an amount in cash equal to the aggregate consideration payable to holders of Company Options pursuant to Section 1.08(a) (and promptly following the Effective Time (and in any event not less than two (2) Business Days following the Effective Time), the Surviving Corporation shall, and the Buyer shall cause the Surviving Corporation to, promptly pay over to each holder of Company Options the amount that such holder is entitled to pursuant to Section 1.08(a), if any, less any applicable withholding Taxes pursuant to Section 1.11(g); provided, that it is acknowledged and agreed that the Surviving Corporation shall have the option to make such payments to holders of Company Options through its regular payroll provider.

(d) The Buyer shall deposit with the Escrow Agent, pursuant to the terms of the escrow agreement, in a form reasonably acceptable to the parties and the Escrow Agent prior to the Closing Date (the "Escrow Agreement"), by wire transfer of immediately available funds to the account or accounts specified by the Escrow Agent (the "Escrow Account"), an amount in cash equal to the Escrow Amount.

(e) The Buyer shall pay to the Representative, by wire transfer of immediately available funds to the account or accounts specified by the Representative at least two (2) Business Days prior to the Closing Date, an amount in cash equal to the Representative Amount.

(f) The Buyer shall pay, on behalf of the Company and by wire transfer of immediately available funds to the account or accounts specified by the Company at least two (2) Business Days prior to the Closing Date, the Transaction Expenses.

(g) The Buyer shall deliver to the Representative:

(i) a certificate, in the form attached hereto as Exhibit B, dated as of the Closing Date, duly executed on behalf of the Buyer by an authorized officer of the Buyer, and stating that the conditions set forth in Sections 2.03(a) and (b) have been satisfied; and

(ii) the Escrow Agreement, duly executed by the Buyer.

(h) The Representative shall deliver the Escrow Agreement, duly executed by the Representative, to the Buyer.

1.11 Distributions to Stockholders.

(a) As soon as reasonably practicable after the date hereof, the Company shall mail to the holders of Company Common Stock (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Paying Agent and shall be in such form and have such other provisions as the Buyer and the Company may reasonably agree upon) (the "Letter of Transmittal") and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the Per Share Price. Upon the proper surrender of a Certificate and delivery of a duly executed and completed Letter of Transmittal, as well as such other documents as may reasonably be required by the Paying Agent and specified in the Letter of

Transmittal, the holder of such Certificate shall be entitled to receive in exchange therefor the Per Share Price into which the shares formerly represented by such Certificate shall have been converted pursuant to Section 1.06(c), less any applicable withholding Taxes pursuant to Section 1.11(g) and the Certificate so surrendered shall forthwith be cancelled. The provisions of this Section 1.11 shall not be applicable to Dissenting Shares.

(b) The consideration payable to a holder of Company Common Stock shall be made by wire transfer of immediately available funds to an account designated in writing by such holder in the Letter of Transmittal, unless alternative arrangements are specified by such holder in the Letter of Transmittal, to the extent permitted by the Letter of Transmittal. The Buyer shall instruct the Paying Agent to pay the amount that such holder is entitled pursuant to Section 1.06(c) to (i) each such holder that makes the deliveries to the Paying Agent required by this Agreement and the agreement pursuant to which the Paying Agent is retained prior to the Closing Date its consideration on the Closing Date, or as soon as possible thereafter (but in any event no later than one (1) Business Day after the Closing Date), and (ii) each such holder that makes the deliveries to the Paying Agent required by this Agreement and the agreement pursuant to which the Paying Agent is retained on or after the Closing Date its consideration on the same Business Day as delivery thereof is made, or as soon as possible thereafter (but in any event no later than two (2) Business Days after such delivery). The Buyer shall cause the Paying Agent to comply with the terms of the agreement between the Paying Agent and the Buyer pursuant to which the Paying Agent has agreed to act as paying agent for the Merger.

(c) If payment of any consideration in respect of Company Common Stock is to be made to a Person other than the Person in whose name a surrendered Certificate is registered, it shall be a condition to such payment that the Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and that the Person requesting such payment shall have paid any transfer and other Taxes required by reason of such payment in a name other than that of the registered holder of the Certificate surrendered or shall have established to the reasonable satisfaction of the Surviving Corporation that such Taxes either have been paid or are not applicable. No interest shall be paid or shall accrue on the cash payable upon surrender of any Certificate.

(d) At the Effective Time, the stock transfer books of the Company shall be closed, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Company Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, Company Common Stock is presented to the Surviving Corporation or the Paying Agent for transfer or any other reason, it shall be cancelled and exchanged as provided in this Section 1.11.

(e) If any Certificate has been or is claimed to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the Person claiming that a Certificate has been lost, stolen, or destroyed and, if required by the Surviving Corporation, the posting by such Person of a bond in such amount as the Surviving Corporation may reasonably direct or the delivery of an indemnity by such Person as is reasonably satisfactory to the Surviving Corporation, the Paying Agent shall deliver to such Person in respect of such lost, stolen or destroyed Certificate the Per Share Price into which the shares formerly represented by such Certificate shall have been converted pursuant to Section 1.06(c), subject to the other deliveries required by this Section 1.11.

(f) At any time that is more than six (6) months after the Effective Time, the Buyer may cause the Paying Agent to pay over to the Surviving Corporation any portion of the funds (including any earnings thereon) that had been delivered to the Paying Agent and that has not been disbursed to holders of Company Common Stock as of such date. Thereafter, all former holders of Company Common Stock shall be entitled to look only to the Surviving Corporation (subject to abandoned property, escheat, and other similar applicable Laws) as general creditors thereof with respect to the Per Share Price payable upon surrender of their Certificates pursuant to this Agreement and the Paying Agent shall have no further obligation under this Agreement in its capacity as such.

(g) Notwithstanding anything in this Agreement to the contrary, each of the Buyer, the Merger Sub, the Surviving Corporation, the Representative, the Escrow Agent, and the Paying Agent shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of applicable Law. To the extent the Buyer, the Merger Sub, the Surviving Corporation or the Paying Agent, as the case may be, withholds any such amounts, such amounts shall be (i) timely paid to the appropriate Governmental Entity and (ii) to the extent timely paid to the appropriate Governmental Entity, shall be treated for all purposes of this Agreement as having been paid to the applicable Person in respect of which such deduction and withholding was made. Except if withholding is due to a failure to provide a certificate under Section 6.07, each of the Buyer, the Merger Sub, the Surviving Corporation, the Escrow Agent, and the Paying Agent shall (or shall be instructed to, as applicable) inform the Representative, at least ten (10) Business Days in advance, of its intention to withhold any Taxes hereunder and shall reasonably cooperate with the Representative in minimizing or eliminating such Taxes.

1.12 Closing Consideration Adjustment.

(a) Within sixty (60) days following the Closing Date, the Surviving Corporation shall, and the Buyer shall cause the Surviving Corporation to, prepare and deliver to the Representative a statement setting forth the Surviving Corporation's calculation of the Closing Consideration (including calculations, and reasonably detailed supporting documentation, of (i) the Option Exercise Proceeds, (ii) the Closing Cash, (iii) the Closing Indebtedness, (iv) the Capex Adjustment, and (v) the Transaction Expenses, and, in each case the components thereof) (the "Closing Statement"). The Closing Statement shall be prepared in accordance with the Agreed Accounting Principles and the applicable terms and provisions of this Agreement.

(b) During the thirty (30) days immediately following the Representative's receipt of the Closing Statement, the Buyer shall, and shall cause the Surviving Corporation and its Subsidiaries to, provide the Representative and its representatives with reasonable access during normal business hours to the books, records (including work papers), facilities, employees, and independent accountants of the Surviving Corporation and its Subsidiaries to the extent relevant to, and for purposes of, their review of the Closing Statement and the preparation of any Notice of Disagreement.

(c) The Closing Statement, and the calculation of the Option Exercise Proceeds, the Closing Cash, the Closing Indebtedness, the Capex Adjustment, the Transaction Expenses, and the Closing Consideration included therein, shall become final and binding upon the parties thirty (30) days following the Representative's receipt thereof, unless the Representative gives written notice of its disagreement with the Closing Statement or the calculation of the Closing Consideration (a "Notice of Disagreement") to the Buyer on or prior to such date. Any Notice of Disagreement shall specify in reasonable detail the nature and amount of any disagreement so asserted and shall set forth the Representative's calculation of such amount, together in each case with reasonably detailed supporting documentation; provided, that the Representative need not provide such reasonable detail, such calculation, or such supporting documentation to the extent that the Surviving Corporation and its Subsidiaries have not provided the Representative with the access required by Section 1.12(b). Any Notice of Disagreement shall only include disagreements that are based on mathematical errors or the Closing Consideration not being calculated in accordance with the definition thereof and the other applicable terms and provisions of this Agreement, and the Representative shall be deemed to have agreed with all amounts contained in the Closing Statement which are not disputed in a Notice of Disagreement. The Representative may deliver only one (1) Notice of Disagreement during the thirty (30)-day period referred to in this Section 1.12(c).

(d) If a timely Notice of Disagreement is delivered to the Buyer pursuant to Section 1.12(c), then the Closing Statement and the calculation of the Option Exercise Proceeds, the Closing Cash, the Closing Indebtedness, the Capex Adjustment, the Transaction Expenses, and the Closing Consideration (in each case as revised in accordance with this Section 1.12) shall become final and binding upon the parties on the earlier of (i) the date any and all matters specified in the Notice of Disagreement are finally resolved in writing by the Representative and the Buyer, and (ii) the date any and all matters specified in the Notice of Disagreement not resolved by the Representative and the Buyer are finally resolved in writing by the Arbiter. The Closing Statement and the calculation of the Option Exercise Proceeds, the Closing Cash, the Closing Indebtedness, the Capex Adjustment, the Transaction Expenses, and the Closing Consideration shall be revised by the Buyer to the extent necessary to reflect any resolution by the Representative and the Buyer and any final resolution made by the Arbiter in accordance with this Section 1.12. During the fifteen (15) days immediately following the delivery of a Notice of Disagreement, or such longer period as the Representative and the Buyer may agree in writing, the Representative and the Buyer shall seek in good faith to resolve in writing any differences which they may have with respect to any matter specified in the Notice of Disagreement, and all such discussions related thereto shall (unless otherwise agreed by the Buyer and the Representative) be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule. At the end of such fifteen (15) day period, the Representative and the Buyer shall submit to the Arbiter for review and resolution any and all matters (but only such matters) which remain in dispute and which were included in the Notice of Disagreement.

(e) The Buyer and the Representative shall instruct the Arbiter to, and the Arbiter shall, make a final determination of all matters (but only such matters) which remain in dispute and which were included in the Notice of Disagreement. Such determination shall be made in accordance with the Agreed Accounting Principles and the applicable terms and provisions of this Agreement. The Buyer and the Representative shall cooperate (and the Buyer shall cause the Surviving Corporation and its Subsidiaries to cooperate) with the Arbiter during the term of its engagement. The Buyer and the Representative shall instruct the Arbiter not to, and the Arbiter shall not, assign a value to any item in dispute greater than the greatest value for such item assigned by the Buyer, on the one hand, or the Representative, on the other hand, or less than the smallest value for such item assigned by the Buyer, on the one hand, or the Representative, on the other hand. The Buyer and the Representative shall also instruct the Arbiter to, and the Arbiter shall, make its determination based solely on presentations by the Buyer and the Representative that are in accordance with the Agreed Accounting Principles and the applicable terms and provisions of this Agreement, and not on the basis of an independent review. The Buyer and the Representative shall request the Arbiter to deliver its final determination in writing and within fifteen (15) days following submission of the disputed matters to it. The fees and expenses of the Arbiter shall be borne by the Buyer, on the one hand, and the Representative (on behalf of the Company Equityholders), on the other hand, based upon the percentage which the aggregate portion of the contested amount not awarded to each party bears to the aggregate amount actually contested by such party.

(f) The Closing Consideration, as finally determined pursuant to this Section 1.12, shall be the "Adjusted Closing Consideration". If the Adjusted Closing Consideration is greater than the Estimated Closing Consideration, then the Buyer shall pay over to the Representative (for distribution to each Company Equityholder according to such Company Equityholder's Percentage Interest) an amount equal to (i) the amount by which the Adjusted Closing Consideration is greater than the Estimated Closing Consideration, multiplied by (ii) such Company Equityholder's Percentage Interest; provided, that the aggregate obligation of the Buyer pursuant to the foregoing clause shall not exceed an amount equal to the Escrow Amount. If the Adjusted Closing Consideration is less than the Estimated Closing Consideration, then the Buyer and the Representative shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to pay over to the Buyer an amount equal to such shortfall from the amount held by the Escrow Agent pursuant to the Escrow Agreement.

(g) Any payments required to be made pursuant to Section 1.12(f) shall be made (and, as applicable, the Buyer and the Representative shall instruct the Escrow Agent in writing to make any payments to be made by it) within two (2) Business Days after the date on which the Adjusted Closing Consideration is finally determined pursuant to this Section 1.12. The amount distributable pursuant to Section 1.12(f) with respect to a share of Company Common Stock is the "Per Share Adjustment Distribution."

(h) The Buyer agrees and acknowledges that its sole and exclusive remedy for the payment of any amount by which the Adjusted Closing Consideration is less than the Estimated Closing Consideration shall be its right to receive amounts from the Escrow Account and that if the Escrow Account contains insufficient funds the Buyer shall have no rights whatsoever to seek or receive payment for any such insufficiency from the Representative or any Company Equityholder. The parties hereto agree and acknowledge that the adjustment and dispute resolution provisions set forth in this Section 1.12 shall be the exclusive remedies for the matters addressed or that could be addressed therein.

ARTICLE II
CONDITIONS TO CLOSING

2.01 Mutual Conditions. The obligations of each of the parties hereto to consummate the Merger are subject to the satisfaction (or, to the extent permitted by applicable Law, waiver in writing by the Company and by the Buyer) of the following conditions:

(a) No Law or Order of any Governmental Entity of competent jurisdiction which would prevent or prohibit the consummation of the Merger or the other transactions contemplated hereby shall be in effect;

(b) Any applicable waiting period (and any extension thereof) under the HSR Act relating to the Merger shall have expired or been terminated;

(c) The consent required from the Federal Communications Commission for the consummation of the Merger and the other transactions contemplated hereby shall have been received;

(d) This Agreement shall have been adopted by the Requisite Stockholder Approval; and

(e) The Escrow Agreement shall have been duly executed and delivered by the Escrow Agent.

2.02 Conditions to the Buyer's Obligations. The obligation of the Buyer and the Merger Sub to consummate the Merger is subject to the satisfaction (or, to the extent permitted by applicable Law, waiver in writing by the Buyer) of the following conditions as of immediately prior to the Closing:

(a) (i) The representations and warranties of the Company contained in Sections 4.01, 4.02, and 4.05 shall be true and correct, in the case of Sections 4.01 and 4.02 as of the date hereof, and in each case as of the Closing Date (except to the extent any such representations or warranties are made as of an earlier date, in which case as of such earlier date), (ii) the representations and warranties of the Company contained in Section 4.20 shall be true and correct in all material respects, in each case as of the date of this Agreement and as of the Closing Date (except to the extent any such representations or warranties are made as of an earlier date, in which case as of such earlier date), and (iii) all other representations and warranties of the Company contained in Article IV of this Agreement (disregarding all materiality and Company Material Adverse Effect qualifications contained therein) shall be true and correct, in each case as of the date of this Agreement and as of the Closing Date (except to the extent any such representations or warranties are made as of an earlier date, in which case as of such earlier date), except for any failure of any such representations or warranties to be true and correct, individually or in the aggregate, as would not have a Company Material Adverse Effect;

(b) The Company shall have performed in all material respects all of the covenants and agreements required to be performed by it under this Agreement prior to the Closing;

(c) The material consents from Governmental Entities shall have been received;

(d) There shall not be threatened in writing or pending any Action that has resulted in, or would reasonably be expected to result in, the issuance of an MAE Order;

(e) The number of shares held by holders of shares of Company Common Stock who have properly demanded appraisal for such shares in accordance with the Delaware Corporate Law shall not exceed an amount equal to five percent (5%) of the total number of shares of Company Common Stock outstanding; and

(f) The Rollover Stockholders Agreement, the Principal Stockholders Agreement, and the Registration Rights Agreement, in each case dated as of August 27, 2009 and by and among the Company and certain of the Company Equityholders and their respective Affiliates, shall each have been terminated in a manner such that none of the terms or conditions of such Contracts shall survive the Effective Time.

2.03 Conditions to the Company's Obligations. The obligation of the Company to consummate the Merger is subject to the satisfaction (or waiver in writing by the Company) of the following conditions as of immediately prior to the Closing:

(a) (i) The representations and warranties of the Buyer and the Merger Sub contained in Sections 5.01 and 5.02 shall be true and correct, in each case as of the date of this Agreement and as of the Closing Date (except to the extent any such representations or warranties are made as of an earlier date, in which case as of such earlier date), (ii) the representations and warranties of the Buyer and the Merger Sub contained in Section 5.08 shall be true and correct in all material respects, in each case as of the date of this Agreement and as of the Closing Date (except to the extent any such representations or warranties are made as of an earlier date, in which case as of such earlier date), and (iii) all other representations and warranties of the Buyer and the Merger Sub contained in Article V of this Agreement (disregarding all materiality and Buyer Material Adverse Effect qualifications contained therein) shall be true and correct, in each case as of the date of this Agreement and as of the Closing Date (except to the extent any such representations or warranties are made as of an earlier date, in which case as of such earlier date), except for any failure of any such representations or warranties to be true and correct, individually or in the aggregate, as would not have a Buyer Material Adverse Effect; and

(b) The Buyer and the Merger Sub shall have performed in all material respects all of the covenants and agreements required to be performed by them under this Agreement prior to the Closing.

2.04 Frustration of Closing Conditions. None of the Company, the Buyer, or the Merger Sub may rely on the failure of any condition set forth in Section 2.01, 2.02 or 2.03, as the case may be, to be satisfied if such failure was caused by such party's failure to comply with the terms of this Agreement, including Section 3.03.

ARTICLE III
PRE-CLOSING COVENANTS

3.01 Conduct of Business.

(a) During the period from the date of this Agreement to the earlier of the Effective Time and the date that this Agreement is terminated in accordance with its terms, the Company shall, and shall cause each of its Subsidiaries to, use its reasonable best efforts to:

(i) operate its business only in the ordinary course in substantially the same manner as previously conducted (including with respect to capital expenditures, accounts payable and accounts receivable);

(ii) preserve its present relationships with Persons with whom it has material business dealings and keep available the current services of its present officers and senior employees;

(iii) take those actions reasonably necessary to construct DAS Networks ordered from it, in each case in accordance with the terms of the applicable Contract therefor and in the ordinary course of business;

(iv) maintain all of its assets and properties in good operating condition, ordinary wear and tear excepted;

(v) maintain insurance on its properties and assets in such amounts and of such kind comparable to the insurance maintained by it as of the date hereof;

(vi) maintain in effect, and comply in all material respects with, all of the Permits held by it as of the date hereof; and

(vii) comply in all material respects with all applicable Laws and the requirements of all Company Material Contracts.

(b) During the period from the date of this Agreement to the earlier of the Effective Time and the date that this Agreement is terminated in accordance with its terms, except as (i) set forth in Section 3.01 of the Company Disclosure Letter, (ii) otherwise consented to in writing by the Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), (iii) otherwise expressly contemplated by this Agreement, or (iv) would constitute a violation of applicable Law, the Company shall not, and shall cause each of its Subsidiaries not to:

(i) declare or pay any dividend or distribution on the Company Common Stock (whether in cash, securities, or other property), or redeem or otherwise acquire any shares of Company Common Stock (other than redemptions from employees in connection with a termination of service as required by a Plan in effect as of the date hereof);

(ii) amend its Organizational Documents;

(iii) effect any liquidation or dissolution;

(iv) other than issuances or sales by any Subsidiary of the Company to the Company or a Subsidiary of the Company or issuances of Company Common Stock upon exercise of Company Options pursuant to the Company's 2009 Stock Award Plan in effect as of the date hereof, subdivide, reclassify, recapitalize, split, combine, exchange, issue or sell any of its equity securities, securities convertible into its equity securities, or any options, warrants or other rights to purchase its equity securities;

(v) other than in the ordinary course of business, amend, modify, or terminate (other than a termination in accordance with its terms), in each case in any material respect, any Company Material Contract;

(vi) directly or indirectly acquire by merging or consolidating with, or agreeing to merge or consolidate with, or purchase substantially all the assets of, or otherwise acquire, any corporation, partnership, limited liability company, joint venture, or other business organization or any interest therein;

(vii) other than in the ordinary course of business, make any loan, advance, or capital contribution to, or any investment in, any Person other than the Company or any of its Subsidiaries;

(viii) other than in the ordinary course of business with respect to DAS Networks or obsolete, damaged, or surplus equipment, sell, assign, license, lease, sublease, transfer, mortgage, pledge, or otherwise encumber or dispose of any of its assets or properties (including Intellectual Property), except for assets or properties which, individually or in the aggregate, have a fair market value less than $250,000;

(ix) other than as required by changes in GAAP, make any change in its accounting principles or practices;

(x) other than in the ordinary course of business or as may be required by applicable Law, file any amended material Tax Return, make or revoke any material Tax election, or settle or compromise any material Tax Liability;

(xi) other than in the ordinary course of business with respect to Actions instituted by the Company or any of its Subsidiaries or to enforce the provisions of this Agreement, institute or settle any Action or knowingly waive or release any rights or claims (A) for amounts which, individually or in the aggregate, exceed $250,000 (net of any amounts covered under the Company's insurance policies, other than self insurance), or (B) where the settlement, waiver, or release involves injunctive or equitable relief against the Company or any of its Subsidiaries (other than any immaterial injunctive or equitable relief that is merely incidental to a primary obligation for monetary damages);

(xii) other than in the ordinary course of business, amend, modify, or terminate, in any material respect, any of the Permits held by it as of the date hereof;

(xiii) other than as required by applicable Law, this Agreement, or the terms of any Contract or Plan in effect as of the date hereof, (A) increase in any material manner the compensation or benefits of, or enter into any new bonus, incentive, employee benefit, severance, or termination Contract with, any of its Employees, (B) take any action to accelerate the time of payment or vesting of any compensation or benefits of any Employee under any Plan, (C) establish, adopt, enter into, modify, amend or terminate any Plan or collective bargaining or other labor Contract, or (D) grant to any Employee any increase in severance, change in control, or termination pay;

(xiv) directly or indirectly incur any Indebtedness;

(xv) make any capital expenditure or incur any obligations or liabilities in connection therewith, which, individually or in the aggregate, exceed an amount equal to ten percent (10%) of the total capital expenditure plan set forth in Section 3.01(b)(xv) of the Company Disclosure Letter, other than in accordance with the Company's capital expenditure plan set forth in Section 3.01(b)(xv) of the Company Disclosure Letter and other than capital expenditures made in the ordinary course of business with respect to the construction of DAS Networks first ordered after the date hereof;

(xvi) enter into any Contract between the Company or its Subsidiaries, on the one hand, and any Affiliate of the Company (other than the Company or its Subsidiaries) or any officer or director of the Company, on the other hand;

(xvii) engage in (A) any practice which would have the effect of accelerating to pre-Closing periods collections of receivables that would otherwise be expected (based on past practice) to be made in post-Closing periods, (B) any practice which would have the effect of postponing to post-Closing periods payments by the Company or any of its Subsidiaries with respect to accounts payable that would otherwise be expected (based on past practice) to be made in pre-Closing periods or (C) any other discount activity or deferred revenue activity, in each case in this clause (C) in a manner outside the ordinary course of business or inconsistent with past practice; or

(xviii) agree or commit to do any of the foregoing.

3.02 Access to Books and Records; Financing Cooperation.

(a) During the period from the date of this Agreement to the earlier of the Effective Time and the date that this Agreement is terminated in accordance with its terms, the Company shall, and shall cause its Subsidiaries to, grant to the Buyer, the Merger Sub, and their authorized representatives reasonable access, during normal business hours and upon reasonable advance notice, to the premises, personnel, auditors, properties (including information technology systems), books, records (including Tax records), Contracts, and documents of or pertaining to the Company and its Subsidiaries; provided, that:

(i) such access does not unreasonably interfere with the normal operations of the Company and its Subsidiaries;

(ii) all such access shall be coordinated by the Chief Executive Officer or General Counsel of the Company, or such other Person as either of them may designate in writing from time to time (the "Designated Contacts");

(iii) nothing herein shall require the Company to provide access to, or to disclose, any information to the Buyer or the Merger Sub if such access or disclosure:

(A) would result in the disclosure to the Buyer, the Merger Sub, or any of their authorized representatives of information regarding the Company's and its Subsidiaries' plans or intentions to enter into Contracts to construct DAS Networks after the date hereof or any other information reasonably related thereto;

(B) would be in violation of any Law (including the HSR Act or any other antitrust Laws or other Laws regarding restraint of competition); or

(C) would cause the Company or any of its Subsidiaries to waive attorney-client privilege, or any other similar privilege against disclosure; and

(iv) in no event shall the Buyer, the Merger Sub, or any of their authorized representatives be entitled to conduct any invasive environmental testing or sampling without the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed, it being understood that it shall be reasonable for the Company to withhold consent in circumstances where the Company does not own, and is not authorized to grant access to, the property proposed to be tested or sampled, to the extent the Company first uses commercially reasonable efforts to request such access from the owner of such property).

Notwithstanding the generality of the foregoing, the Company shall make reasonable and appropriate substitute disclosure arrangements which would allow it to disclose to the Buyer information of the types described in paragraphs (iii)(B) or (iii)(C) above without violating any Law or waiving any privilege. Any such access provided to the Buyer, the Merger Sub, or any of their authorized representatives shall be subject to the terms and provisions of that certain Confidentiality Agreement, dated as of September 21, 2011, by and between the Company and the Buyer (the "Confidentiality Agreement"), and the Buyer and the Merger Sub shall, and shall cause each of their authorized representatives to, abide by the terms and provisions of the Confidentiality Agreement in connection with such access and any information provided in connection therewith.

(b) During the period from the date of this Agreement to the earlier of the Effective Time and the date that this Agreement is terminated in accordance with its terms, the Company shall, and shall cause its Subsidiaries to, provide to the Buyer and the Financing Sources all reasonable cooperation reasonably requested by the Buyer in connection with any financing to be incurred by the Buyer or any of its Affiliates in connection with the consummation of the transactions contemplated by this Agreement (the "Financing"), including to (i) furnish to the Buyer and the Financing Sources any financial statements, schedules, or other financial data relating to the Company and its Subsidiaries reasonably requested by the Buyer as may be reasonably necessary to consummate the Financing; provided, that the Company and its Subsidiaries shall not be obligated to furnish any such statements, schedules, or data which (A) they do not produce in the ordinary course of their business, and (B) which would be materially burdensome to produce, (ii) furnish the report of the Company's auditor on the most recently available audited consolidated financial statements of the Company and its Subsidiaries and use reasonable best efforts to obtain the consent of such auditor to the use of such report in accordance with normal custom and practice and use reasonable best efforts to cause such auditor to provide customary comfort letters to the Financing Sources in connection with the Financing, (iii) make available the Employees and advisors of the Company and its Subsidiaries to provide reasonable assistance in connection with the Financing; provided, that such assistance shall not materially interfere with the normal duties and responsibilities of such Employees, and (iv) take such other reasonable actions that are customary in connection with the Financing or reasonably necessary or desirable to permit the Buyer to fulfill conditions or obligations under any financing documents.

(c) Nothing in Section 3.02(b) shall require the Company, any of its Subsidiaries, any of their respective Affiliates, or any Company Equityholder to (i) pay any commitment or other fee in connection with the Financing, or (ii) have any Liability or obligation under or in connection with the Financing, including in connection with any Contract related to the Financing, unless and until the Closing occurs. Nothing in Section 3.02(b) shall require any officer or director of the Company or any of its Subsidiaries to take any action in such capacity with respect to the Financing unless and until the Closing occurs. If the Closing does not occur, the Buyer shall indemnify and hold harmless the Company, its Subsidiaries and Affiliates, and its and their respective officers, directors, employees, advisors, and stockholders from and against any Losses incurred by any of them in connection with the arrangement of the Financing or the utilization of any information provided by any of them in connection therewith. The Buyer shall bear any and all out-of-pocket fees and expenses incurred by the Company or any of its Subsidiaries in connection with the cooperation provided to it and the Financing Sources pursuant to Section 3.02(b).

3.03 Regulatory Filings; Closing Conditions.

(a) The Buyer, the Merger Sub, and the Company shall each file or cause to be filed, reasonably promptly after the date of this Agreement, any requests for consent, approval, or waiver, notifications, or the like required to be filed under the HSR Act, with the Federal Communications Commission, or with any other Governmental Entity in connection with the transactions contemplated hereby (the "Governmental Filings"). The Buyer, the Merger Sub, and the Company shall each bear the out-of-pocket costs and expenses incurred by them in connection with the preparation of any Governmental Filings, and each party shall pay all filing fees or other similar amounts required to be paid by it in connection with the submission of any Governmental Filing by such party.

(b) The Buyer and the Merger Sub shall use their reasonable best efforts to comply with, as soon as is reasonably practicable, any formal or informal requests for additional information or documents with respect to the Governmental Filings or the subject matter thereof, and in connection therewith the Company shall use its reasonable best efforts to provide the Buyer and the Merger Sub with any such additional information and/or documents under its control and possession. The Buyer, the Merger Sub, and the Company shall each provide prompt notice of any communication (whether written or oral) received by them from any Governmental Entity with respect to the Governmental Filings or the subject matter thereof, consult with each other prior to providing any additional information to or otherwise communicating (whether in written or oral form) with any Governmental Entity with respect to the Governmental Filings or the subject matter thereof, and incorporate their respective reasonable comments in connection with providing any additional information to or otherwise communicating (whether in written or oral form) with any Governmental Entity with respect to the Governmental Filings or the subject matter thereof. The Buyer, the Merger Sub, and the Company shall each have the right to have a representative attend and participate in any meeting between the Buyer, the Merger Sub, or the Company, on the one hand, and any Governmental Entity, on the other hand, concerning the Governmental Filings or the subject matter thereof, in each case to the extent legally permissible.

(c) The Buyer, the Merger Sub and the Company shall use their reasonable best efforts to cause the waiting periods or other requirements under the HSR Act to terminate or expire and to cause all other consents and approvals from Governmental Entities required in connection with the transactions contemplated hereby to be obtained, in each case at the earliest possible date (and in any event prior to the Outside Date). Without limiting the generality of the foregoing (but subject to the other provisions of this Section 3.03(c)), the Buyer and the Merger Sub shall promptly and diligently pursue, at their sole cost and expense, any or all of the following actions to the extent necessary to eliminate any concerns on the part of, or to satisfy any conditions imposed by, any Governmental Entity regarding the consummation of the transactions contemplated hereby (and whether or not with respect to the Governmental Filings or the subject matter thereof): (i) resist fully, vigorously, and in good faith (including by the institution or defense of legal proceedings (which shall include a requirement to promptly exhaust all avenues of appeal and to post any bonds required in connection therewith)) any request for, or the entry of, and seek to have vacated or terminated, any Order of any Governmental Entity that could restrain, prevent, or delay the consummation of the transactions contemplated hereby, (ii) proposing and entering into good faith negotiations, providing information, making proposals, and entering into and performing Contracts or submitting to Orders regarding (A) the sale, divestiture, licensing, holding separate, or other disposition (and whether through the establishment of a trust or otherwise) of any assets, operations, businesses, divisions, or customers (including, after the Closing, any of such items of the Surviving Corporation or any of its Subsidiaries) of the Buyer or any of its Affiliates, and/or (B) the termination or modification of any Contract or other business relationship, including the taking of any action that limits the freedom of action, of Buyer or any of its Affiliates (including, after the Closing, the Surviving Corporation or any of its Subsidiaries), and (iii) promptly take and diligently pursue all other actions and do all other things necessary and proper to avoid or eliminate each and every impediment under any applicable Law that may be asserted by any Governmental Entity or any other Person to the consummation of the transactions contemplated by this Agreement. Notwithstanding the generality of the foregoing, in no event shall the Buyer or the Merger Sub be required to, and the reasonable best efforts of the Buyer and the Merger Sub pursuant to this Section 3.03(c) shall not include any requirement to, propose or enter into good faith negotiations, provide information, make proposals, enter into or perform Contracts, or submit to Orders with respect to any of the actions described in clauses (A) or (B) above if the result thereof would reasonably be expected to result in an MAE Condition.

(d) Subject to the other provisions of this Section 3.03, the Buyer, the Merger Sub, and the Company shall each use their respective reasonable best efforts to take or cause to be taken all actions, to do or cause to be done, and to assist and cooperate with the other parties hereto in doing, all things necessary, proper, or advisable to consummate and make effective, at the earliest possible date (and in any event prior to the Outside Date), the transactions contemplated hereby, including the satisfaction of each of the conditions set forth in Article II hereof and obtaining consents and authorizations from, and providing notice to, parties to Contracts with the Company and its Subsidiaries, to the extent such consent, authorization or notice is required by the terms thereof.

3.04 Notices to Stockholders. The Company shall, in accordance with applicable Law and reasonably promptly after the date of this Agreement, mail to any stockholder of the Company that did not, within one (1) Business Day after the date hereof, execute a written consent approving the transactions contemplated hereby, notice of such stockholder's appraisal rights pursuant to Section 262 of the Delaware Corporation Law or any other provision of applicable Law and of any other matter required by Section 228 of the Delaware Corporation Law or any other provision of applicable Law. The delivery of such notice shall satisfy all stockholder notice requirements (if any) under the Organizational Documents of the Company, the Delaware Corporation Law, and any Contract or other Law pursuant to which the Company may be bound for the vote or consent to adopt this Agreement. Prior to such mailing, the Company shall deliver to the Buyer, for its review and comment, the notice to be delivered by the Company pursuant to this Section 3.04 and shall incorporate therein any reasonable comments of the Buyer and its legal counsel delivered to the Company prior to the Business Day immediately prior to the date on which such notice is to be mailed.

3.05 Exclusive Dealing. During the period from the date of this Agreement to the earlier of the Effective Time and the date that this Agreement is terminated in accordance with its terms, the Company shall not, and the Company shall not authorize or permit any of its Affiliates or any of its or their officers, directors, employees, stockholders, or any other authorized representatives to, (a) initiate, solicit, knowingly facilitate, or knowingly encourage inquiries regarding, or the making of any proposal for, an Alternative Transaction or any proposal that would be reasonably expected to lead to an Alternative Transaction, (b) enter into, maintain, continue or otherwise participate in any discussions or negotiations regarding, or furnish or disclose to any Person any information with respect to or otherwise cooperate in any way with, any proposal for an Alternative Transaction, or (c) enter into any Alternative Transaction or any Contract with respect to any Alternative Transaction. The Company shall, and shall cause each of its Affiliates and each of its and their officers, directors, employees, stockholders, and any other authorized representatives to, immediately cease any existing activities, discussions, or negotiations with any Persons (other than the Buyer and the Merger Sub) conducted heretofore with respect to any Alternative Transaction and request from each Person that has executed a confidentiality agreement with the Company in contemplation of an Alternative Transaction within the previous two (2) years the prompt return or destruction of all confidential information previously furnished to such Person or its representatives and terminate access by each such Person and its representatives to any online or other data rooms containing any information in respect of the Company or any of its Subsidiaries.

3.06 Certain Supplemental Disclosures. Prior to the Closing, the Company and the Buyer shall reasonably promptly notify each other if either of them obtains knowledge that any of the representations or warranties made by such party in this Agreement are not true and correct in all material respects, or if the Company obtains knowledge of any material errors in, or omissions from, the Company Disclosure Letter. For the avoidance of doubt, no disclosure by any party pursuant to this Section 3.06 shall be deemed to amend or supplement the Company Disclosure Letter or to prevent or cure any breach of any representation or warranty.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the corresponding sections or subsections of the letter delivered to the Buyer by the Company concurrently with the execution of this Agreement (the "Company Disclosure Letter"), which such letter shall be interpreted in accordance with Section 9.08, the Company represents and warrants to the Buyer and the Merger Sub as follows:

4.01 Organization and Corporate Power. The Company is a corporation duly incorporated, validly existing, and in good standing under the Laws of the State of Delaware, and is qualified to do business as a foreign corporation in each jurisdiction in which the failure to be so qualified would have, individually or in the aggregate, a Company Material Adverse Effect. Section 4.01 of the Company Disclosure Letter sets forth a correct and complete list of the jurisdictions in which the Company is so qualified. The Company has made available to the Buyer correct and complete copies of the Organizational Documents of the Company, in each case as amended through the date of this Agreement. The Company has made available to the Buyer materially correct and complete copies of the minutes (or, in the case of draft minutes, the most recent drafts thereof) of all meetings of its board of directors held since August 27, 2009. The Company has all requisite corporate power and authority necessary to own and operate its assets and to carry on its businesses as presently conducted, except where the failure to have such power is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its

Subsidiaries, taken as a whole. The Company has all requisite corporate power and authority necessary to execute, deliver, and perform its obligations under, this Agreement and the other agreements contemplated hereby.

4.02 Due Execution and Delivery; Valid and Binding Agreement. The board of directors of the Company, by resolutions duly adopted at a meeting duly called and held, or by written consent in lieu of a meeting of such board of directors, has (a) approved and authorized the execution and delivery of this Agreement and the other agreements contemplated hereby, (b) approved the consummation of the transactions contemplated hereby and thereby, including the Merger, (c) determined that the execution and delivery of this Agreement, the other agreements contemplated hereby, and the consummation of the transactions contemplated hereby and thereby, is advisable, (d) recommended that the stockholders of the Company adopt this Agreement, and (e) directed that this Agreement be submitted to the stockholders of the Company for their adoption. The Requisite Stockholder Approval with respect to the adoption of this Agreement is the only vote of the Company's stockholders required to approve this Agreement and the transactions contemplated hereby. This Agreement and the other agreements contemplated hereby have been duly authorized, executed, and delivered by the Company and, assuming the due execution and delivery of this Agreement and the other agreements contemplated hereby by the other parties thereto, this Agreement and the other agreements contemplated hereby each constitute a valid and binding obligation of the Company, enforceable against it in accordance with its terms, except as limited by the application of bankruptcy, moratorium, and other Laws affecting creditors' rights generally and as limited by the availability of specific performance and other equitable remedies and the application of equitable principles.

4.03 Required Filings and Consents. No permit, consent, approval, or authorization of, or declaration to or filing with, any Governmental Entity is required in connection with any of the execution, delivery, or performance of this Agreement or the other agreements contemplated hereby by the Company, except for the applicable requirements of the HSR Act, the consent of the Federal Communications Commission, and for those permits, consents, approvals, authorizations, declarations, and filings the failure of which to be obtained or made is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

4.04 Non Contravention. Neither the execution and delivery of this Agreement or the other agreements contemplated hereby by the Company, nor the performance of its obligations hereunder or thereunder by the Company, will:

(a) violate any Law or Order to which the Company or any of its Subsidiaries is subject or by which the Company or any of its Subsidiaries is bound, or any provision of the Organizational Documents of the Company or any of its Subsidiaries; or

(b) conflict with, result in a breach of, constitute a default under or a violation of (with or without notice of lapse of time, or both), result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, give rise to the loss of a material benefit under, result in the creation of any Lien, or require any notice under, any Company Material Contract, except, in the case of this clause (b), for any conflict, breach, default, violation, acceleration, termination, modification, cancellation, loss, Lien, or failure to give notice that is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole or does not and would not reasonably be expected to prevent or materially impede, interfere with, hinder, or delay the consummation of the Merger or the other transactions contemplated hereby.

4.05 Capitalization of the Company.

(a) The authorized capital stock of the Company consists solely of (i) 250,000,000 shares of Company Common Stock, of which 41,243,889 are issued and outstanding as of the date hereof, and (ii) 2,000,000 shares of Preferred Stock, par value $0.01 per share, none of which are issued and outstanding. All of such issued and outstanding shares of capital stock have been duly authorized and are validly issued and are not subject to any preemptive rights.

(b) The Company has reserved 4,727,654 shares of Company Common Stock as of the date hereof for issuance pursuant to awards made under the terms of the Company's 2009 Stock Award Plan, and 4,722,000 shares have been reserved for issuance pursuant to the terms of Company Options issued and outstanding as of the date hereof. Section 4.05(b) of the Company Disclosure Letter contains a correct and complete list, as of the date hereof, of such Company Options, including the holder, date of grant, number of shares, exercise or reference price, and vesting terms.

(c) Except for (i) the issued and outstanding shares of capital stock described in Section 4.05(a), and (ii) issued and outstanding Company Options, as of the date hereof there are no authorized, issued, or outstanding shares of capital stock or other equity or voting securities, and no options, warrants, convertible or exchangeable securities, or other rights that would give the holder thereof the right to purchase or acquire any shares of capital stock or other equity or voting securities of, or the right to receive any economic interest in, the Company. The Company is not a party to any voting trusts, stockholder agreements, proxies, or other Contracts with respect to the voting or transfer of any of the shares of its capital stock or other equity or voting securities. There are no bonds, debentures, notes, or other Indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, shares in the capital stock or other equity or voting securities of the Company having the right vote) on any matters on which holders of Company Common Stock or Preferred Stock may vote.

4.06 Subsidiaries.

(a) Section 4.06(a) of the Company Disclosure Letter sets forth a correct and complete list of the Company's Subsidiaries, including each Subsidiary's name and jurisdiction of incorporation or formation, as applicable. Each of the Subsidiaries listed in such section are duly incorporated or formed, as applicable, validly existing, and in good standing under the Laws of their respective jurisdictions of incorporation or formation, as applicable, and are qualified to do business as foreign entities in each jurisdiction in which the failure to be so qualified would have a Company Material Adverse Effect. The Company has made available to the Buyer correct and complete copies of the minutes (or, in the case of draft minutes, the most recent drafts thereof) of all meetings of the board of directors, or similar body, of each of the Company's Subsidiaries held since August 27, 2009. Each of the Subsidiaries listed in such section has all requisite power and authority necessary to own and operate its assets and to carry on its businesses as presently conducted, except where the failure to have such power and authority would not, individually or in the aggregate, have a Company Material Adverse Effect.

(b) All of the issued and outstanding shares of capital stock or other equity or voting securities of the Subsidiaries listed in Section 4.06(a) of the Company Disclosure Letter are directly or indirectly owned by the Company, free and clear of all Liens. None of the Subsidiaries listed in such section have authorized, issued, or entered into any Contract with respect to any options, warrants, convertible or exchangeable securities, or other rights that would give any Person (other than the Company or another Subsidiary of the Company) the right to purchase or acquire any shares of capital stock or other equity or voting securities of any such Subsidiary. All of the issued and outstanding shares of common stock or equity interests of each of the Company's Subsidiaries have been duly authorized, validly issued, fully paid and, if applicable, are nonassessable and are not subject to any preemptive rights.

(c) Except for the Subsidiaries listed in Section 4.06(a) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries (i) owns, of record or beneficially, or holds the right to acquire any shares of capital stock or any other equity or voting securities of any other Person or (ii) controls any other Person.

4.07 Financial Statements; Internal Controls.

(a) Set forth in Section 4.07 of the Company Disclosure Letter are the following financial statements (collectively, the "Company Financial Statements"): (i) the audited, consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2009 and December 31, 2010, and the related audited, consolidated statement of income and cash flows of the Company and its Subsidiaries for the fiscal years then ended (the "Audited Financial Statements"), and (ii) the unaudited, consolidated balance sheet of the Company and its Subsidiaries as of September 30, 2011 (the "Latest Balance Sheet"), and the related unaudited, consolidated statements of income and cash flows of the Company and its Subsidiaries for the nine (9) month period then ended (together with the Latest Balance Sheet, the "Interim Financial Statements"). The Company Financial Statements (a) are derived from the underlying books and records of the Company and its Subsidiaries, and (b) present fairly in all material respects in accordance with GAAP applied on a consistent basis the financial condition and results of operations of the Company and its Subsidiaries on a consolidated basis as of the times and for the periods referred to therein (subject, in the case of the Interim Financial Statements, to year-end audit adjustments and the absence of footnotes and other presentation items). There were no changes in the method or application of the Company's or its Subsidiaries' accounting policies or changes in the method of applying the Company's or its Subsidiaries' use of estimates in the preparation of the Interim Financial Statements as compared with the Audited Financial Statements.

(b) The books, records, and accounts of the Company and each of its Subsidiaries, all of which have been made available to the Buyer to the extent requested by it, are correct and complete in all material respects and represent actual, bona fide transactions and have been maintained in accordance with sound business practices in all material respects. The Company's and each of its Subsidiaries' system of internal controls over financial reporting is sufficient to provide reasonable assurance (i) that transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP, consistently applied, (ii) that transactions are executed only in accordance with the authorization of management, and (iii) regarding prevention or timely detection of the unauthorized acquisition, use, or disposition of the assets of the Company or its Subsidiaries. Since December 31, 2010, no officer, director, or employee of the Company or any of its Subsidiaries has refused to execute any certification of any nature whatsoever required by Law or requested by any accounting, banking, financial, or legal firm or entity.

4.08 Undisclosed Liabilities. Neither the Company nor any of its Subsidiaries has any Liabilities (whether or not required to be reflected or reserved against on a balance sheet prepared in accordance with GAAP), other than, (a) Liabilities reflected or reserved against in the Company Financial Statements, (b) Liabilities incurred since the date of the Latest Balance Sheet in the ordinary course of business, (c) Liabilities incurred in connection with the transactions contemplated by this Agreement, and (d) Liabilities that are not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

4.09 Absence of Company MAE. Since December 31, 2010 (a) no Company Material Adverse Effect has occurred, (b) the Company and its Subsidiaries have operated their respective businesses only in the ordinary course, and (c) neither the Company nor any of its Subsidiaries has taken any action or failed to take any action prior to the date hereof which, if taken or failed to have been taken after the date hereof, would constitute a breach of Section 3.01(b) without the consent of the Buyer.

4.10 Properties.

(a) Neither the Company nor any of its Subsidiaries owns any interest in any real property. Section 4.10(a) of the Company Disclosure Letter sets forth a correct and complete list of all real property leased by the Company or any of its Subsidiaries as of the date hereof and the location of such real property.

(b) The Company or one of its Subsidiaries owns good and marketable title to all of the personal property shown as owned on the Latest Balance Sheet or acquired thereafter (other than any personal property which has been disposed of in the ordinary course of business), free and clear of all Liens, other than Permitted Liens. The tangible personal property of the Company and its Subsidiaries (i) has been maintained in the ordinary course of business, and (ii) is in good operating condition and repair, ordinary wear and tear excepted, in each case except as would not be, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(c) Section 4.10(c) of the Company Disclosure Letter sets forth a correct and complete list of each Node and its location, in each case as of the date hereof.

(d) There are no pending nor, to the Company's knowledge, threatened condemnation or eminent domain or relocation proceedings affecting any tangible personal property of the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries is required to make any material payments to any Governmental Entities in connection with the construction or operation of its DAS Networks, in each case except for those payments required by the terms of any Company Material Contract.

(e) Permanent electrical service is connected to each On-Air Node, and to the Company's knowledge, there is no current or pending condition which could result in the termination of such service. The electric utility service available to each On-Air Node is adequate for its current use and is not being misappropriated.

4.11 Company Material Contracts.

(a) Section 4.11 of the Company Disclosure Letter sets forth each of the following Contracts to which the Company or one of its Subsidiaries is a party as of the date hereof (the "Company Material Contracts"):

(i) collective bargaining agreements or other Contracts with any labor union;

(ii) Contracts relating to the incurrence of Indebtedness;

(iii) Contracts for or relating to the lease of any personal property (including any DAS Networks) for which the annual rental or payment exceeds $250,000;

(iv) Contracts for the lease or sublease of any real property to or from any Person for which the annual rental exceeds $250,000;

(v) Contracts for the lease or license of any Intellectual Property (other than for commercially available, off-the-shelf software) pursuant to which the Company or any of its Subsidiaries has granted to any third party, or been granted by any third party, any material rights used in the conduct of their business;

(vi) Master service agreements or Contracts with any customer of the Company or any of its Subsidiaries;

(vii) Fiber IRU Contracts;

(viii) DAS Network orders, right-of-way use Contracts (and other similar Contracts) with Governmental Entities, and access or attachment Contracts (and other similar Contracts) with utilities, in each case for DAS Networks of the Company and its Subsidiaries;

(ix) Contracts that require or that would be reasonably be expected to require the expenditure by the Company or any of its Subsidiaries of $250,000 or more within the one (1) year period commencing on the date hereof or $1,000,000 or more during the remaining life of the Contract;

(x) Contracts (other than confidentiality agreements entered into in the ordinary course of business) which prohibit the Company or any of its Subsidiaries from freely engaging in business anywhere in the world or pursuant to which any material benefit is required to be given or lost as a result of so competing;

(xi) joint venture, partnership, or development Contracts;

(xii) Contracts which contemplate the acquisition (however structured) of any corporation, partnership, limited liability company, or other business organization after the date hereof;

(xiii) Contracts with any Company Equityholders or their Affiliates which will survive the Closing, other than any Plan or any Contract related to employment of any such Person;

(xiv) Contracts under which the Company or any of its Subsidiaries has advanced or loaned any amount to any of its directors or officers, or to any other Person outside the ordinary course of business;

(xv) Contracts granting the other party to such Contract or a third party "most favored nation" status that applies to the Company or existing or future Affiliates of the Company;

(xvi) Contracts that provide for "exclusivity" or any similar requirement in favor of any Person other than the Company or any of its Subsidiaries;

(xvii) Contracts containing any "non-solicitation", "no-hire" or similar provisions that restrict the Company or any of its Subsidiaries;

(xviii) Contracts under which the Company or any of its Subsidiaries has agreed to indemnify any Person; and

(xix) Contracts entered into in connection with the settlement or other resolution of any claim or Action that provides for ongoing obligations on the part of the Company or any of its Subsidiaries following the Closing, other than terms providing solely for confidentiality or non-disparagement.

(b) The Company has made available to the Buyer a correct and complete copy of each Company Material Contract (including any amendments, modifications, novations, variations, or supplements thereto). With respect to each Company Material Contract and in each case except as is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole: (i) such Company Material Contract is valid and binding on the Company or one of its Subsidiaries, as applicable, and is in full force and effect, (ii) the Company or one of its Subsidiaries, as applicable, has performed all of the obligations required to be performed by it as of the date hereof under such Company Material Contract, (iii) neither the Company nor any of its Subsidiaries has, within the previous eighteen (18) months, received written notice of any default by the Company or any of its Subsidiaries under such Company Material Contract, (iv) neither the Company nor any of its Subsidiaries is in default under any Company Material Contract, and (v) to the Company's knowledge, no event has occurred and no condition exists that would, with or without notice, the lapse of time, or both, constitute a breach of or a default under such Company Material Contract by the Company or any of its Subsidiaries.

4.12 Intellectual Property.

(a) Section 4.12 of the Company Disclosure Letter sets forth a correct and complete list of all registered Intellectual Property and all material unregistered Intellectual Property owned by the Company or one of its Subsidiaries as of the date hereof and used in the conduct of the business of the Company and its Subsidiaries (the "Company Intellectual Property"). The Company or one of its Subsidiaries owns good and marketable title to all of the registered Intellectual Property set forth in such section, free and clear of all Liens, other than Permitted Liens. Except as is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, (i) the Company or one of its Subsidiaries has duly registered or filed, and taken all actions necessary to maintain, all of the registered Intellectual Property set forth in such section with each appropriate Governmental Entity, and (ii) none of the registered Intellectual Property set forth in such section has been adjudged invalid or unenforceable in whole or part. The Company owns, is licensed, or otherwise has the right to use (in each case, free and clear of all Liens, other than Permitted Liens) all Intellectual Property used in or necessary to carry on business as presently conducted, except for any such failure to own, license or have the right to use that is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(b) Except as is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, (i) the Company Intellectual Property was either (A) developed by employees of the Company and its Subsidiaries within the scope of their employment, (B) developed by independent contractors or consultants who have assigned all of their rights in and to such Company Intellectual Property to the Company or one of its Subsidiaries under written Contracts, or (C) otherwise acquired by the Company or one of its Subsidiaries under a valid written Contract, and (ii) the Company or one of its Subsidiaries have taken all reasonable steps to protect and preserve the confidentiality of all trade secrets and other confidential information included in the Company Intellectual Property (including by requiring all employees and consultants who have access to such information to execute valid and binding written confidentiality and non-use agreements or agreements that contain similar obligations) in accordance with protection procedures customarily used in the industry to protect rights of like importance.

(c) Except as is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, (i) neither the Company nor any of its Subsidiaries has, within the previous eighteen (18) months, received written notice of any infringement or misappropriation by any Person of any Company Intellectual Property or by the Company or any of its Subsidiaries of any Intellectual Property of any other Person, (ii) to the Company's knowledge, no Person is infringing or misappropriating or has infringed or misappropriated any Company Intellectual Property, and (iii) to the Company's knowledge, the Company and its Subsidiaries are not infringing or misappropriating, and have not infringed or misappropriated within the previous eighteen (18) months, the Intellectual Property of any other Person.

(d) Except as is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole (i) there are no bugs or defects in the software, hardware, and network equipment (taken as whole) used in the Company's and its Subsidiaries' business (taken as whole), (ii) all such hardware and network equipment (taken as a whole) is in good operating condition, ordinary wear and tear excepted, and (iii) there have been no unauthorized intrusions or breaches of the security of the Company's and its Subsidiaries' information technology systems.

4.13 <u>Tax Matters</u>.

(a) The Company and its Subsidiaries have filed all United States federal income Tax Returns and all other material Tax Returns that they were required to file. All such Tax Returns are correct and complete in all material respects.

(b) All material Taxes, that are due and payable, of the Company and its Subsidiaries in respect of periods ending prior to the Closing Date, have been paid or are being contested in good faith by appropriate proceedings. Section 4.13(b) of the Company Disclosure Letter sets forth a correct and complete list of each such material Tax being contested in good faith by appropriate proceedings as of the date hereof.

(c) The Company and its Subsidiaries have withheld and paid over to the proper taxing authority or other Governmental Entities all material Taxes required to be withheld and paid over.

(d) There is no pending dispute or claim concerning any material Tax Liability of the Company or any of its Subsidiaries either claimed or raised by any Governmental Entity in writing. Neither the Company nor any of its Subsidiaries has received any written notice of audit from any Governmental Entity as of the date hereof, which audit is still pending and not concluded.

(e) Within the past three (3) years, neither the Company nor any of its Subsidiaries has distributed stock of another Person in a transaction that was intended to be governed by Sections 355 or 361 of the Code.

(f) Neither the Company nor any of its Subsidiaries is or has been a party to any "listed transaction", as defined in Section 6707A(c)(2) of the Code.

(g) Neither the Company nor any of its Subsidiaries currently is the beneficiary of any extension of time within which to file any material Tax Return.

(h) There are no Liens for material Taxes (other than Taxes not yet due and payable) upon any of the assets of the Company or any of its Subsidiaries.

(i) Neither the Company nor any of its Subsidiaries is party to any Contract, entered into prior to the Closing and not including any Contract to which the Buyer, the Merger Sub, or any of their respective Affiliates is a party, that would result in the payment of any "excess parachute payment" within the meaning of Section 280G of the Code (or any corresponding provision of state, local, or foreign Law) in connection with the transactions contemplated by this Agreement.

(j) Neither the Company nor any of its Subsidiaries has any material Liability for the Taxes of any Person (other than the Company and its Subsidiaries) under Treasury Regulation § 1.1502-6 (or any similar provision of state, local, or foreign Law); under any Tax allocation, sharing or indemnification agreement; or as a transferee or successor; or by Contract (other than Contracts entered into in the ordinary course of business the principal subject of which is not Taxes).

4.14 Litigation. There are no Actions pending or, to the knowledge of the Company, threatened by or against the Company or any of its Subsidiaries, which are, or would reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, and neither the Company nor any of its Subsidiaries is subject to any outstanding Order, or, to the knowledge of the Company, any investigation by any Governmental Entity.

4.15 Compliance with Laws; Permits.

(a) The Company and each of its Subsidiaries is in compliance with all applicable Laws, except where the failure to comply is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. Neither the Company nor any of its Subsidiaries has, within the previous eighteen (18) months, received written notice from any Governmental Entity alleging that the Company or any of its Subsidiaries is not in compliance with any applicable Law in any material respect.

(b) Except as is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, the Company or one of its Subsidiaries holds all permits, consents, approvals, and authorizations, and has made all required filings and registrations with Governmental Entities (collectively, "Permits"), required for the operation of their respective businesses as presently conducted. The Permits described by the immediately foregoing sentence are the "Material Permits". Section 4.15(b) of the Company Disclosure Letter sets forth a correct and complete list of all of the Material Permits as of the date hereof. Except as is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, all of Material Permits are in full force and effect. Neither the Company nor any of its Subsidiaries are in material default (other than a default that has been cured as of the date hereof) under any Material Permit. Except as is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, no Material Permit is subject to suspension, modification (other than immaterial modifications), revocation, or nonrenewal as a result of the consummation of the transactions contemplated by this Agreement. Neither the Company nor any of its Subsidiaries has, within the previous eighteen (18) months, received written notice from any Governmental Entity alleging that the Company or any of its Subsidiaries is not in compliance with any such Permits in any material respect. No proceeding is pending or, to the Company's knowledge, threatened seeking the revocation or material limitation of any Permit.

4.16 Employee Benefit Plans.

(a) Section 4.16(a) of the Company Disclosure Letter sets forth a correct and complete list of each of the following which the Company or any of its Subsidiaries maintains, sponsors, or contributes to, or under which any Employee or former Employee of the Company or its Subsidiaries has any present or future right to benefits as a result of their current or former employment by the Company or any of its Subsidiaries: (i) any "pension plans" (as defined under Section 3(2) of the Employee Retirement Income Security Act of 1974 ("ERISA"), whether or not subject to ERISA), (ii) any "welfare plans" (as defined under Section 3(1) of ERISA, whether or not subject to ERISA), and (iii) any equity compensation, incentive compensation, deferred compensation, severance, employment, change in control, termination, welfare, disability, death benefit, fringe benefit, perquisite, collective bargaining and all other employee benefit plans, agreements, programs, policies or other arrangements, whether or not subject to ERISA. All such plans, agreements, programs, policies and arrangements referred to in clauses (i) through (iii) of this Section 4.16(a) shall be collectively referred to as the "Plans".

(b) With respect to each Plan, the Company has made available to the Buyer a correct and complete copy (or, to the extent no such copy exists, an accurate written description) thereof and, to the extent applicable: (i) any related trust agreement, insurance annuity or other funding Contract, (ii) the most recent determination letter, (iii) the most recent summary plan description and any subsequent summaries of material modifications and (iv) for the two most recent years (A) Form 5500 and related schedules and filings, (B) audited financial statements, and (C) actuarial valuation reports. Except as specifically provided in the foregoing documents made available to Buyer, there are no amendments to any Plan that have been adopted or approved nor has the Company or any of its Subsidiaries undertaken to make any such amendments or to adopt or approve any new Plan.

(c) Except as would not be reasonably likely to result in a material Liability to the Company, (i) each of the Plans has been operated, funded, and administered according to such Plan's terms and in compliance with applicable Law, including the Code and ERISA, (ii) there are no non-exempt "prohibited transactions" (as described in ERISA Section 406 or Code Section 4975) with respect to any Plan and neither the Company nor any of its Subsidiaries has otherwise engaged in any prohibited transaction, (iii) neither the Company nor any of its Subsidiaries nor any of their respective directors, officers, employees, or any other fiduciary has committed any breach of fiduciary responsibility imposed by ERISA that would subject the Company or any of its Subsidiaries or, to the Company's knowledge, any of their respective directors, officers, or employees, to material Liability under ERISA, (iv) all contributions (including any employee salary reduction contributions) or other amounts payable (including premiums payable with respect to insurance policies funding any Plan) by the Company or any of its Subsidiaries with respect to any Plan or required by applicable Law or any Contract for any period through the date hereof have been timely made or paid in full or, to the extent not required to be made or paid on or before the date hereof, have been fully reflected on the Company Financial Statements, (v) each Plan which is intended to be qualified within the meaning of Section 401(a) of the Code is so qualified and has received a favorable determination letter or opinion letter as to its qualification, and nothing has occurred, whether by action or failure to act, that could reasonably be expected to cause the loss of such qualification, (vi) no event has occurred and no condition exists with respect to any Plan that would subject the Company or its Subsidiaries, either directly or by reason of their affiliation with any member of their "Controlled Group" (defined as any organization which is a member of a controlled group of organizations within the meaning of Section 414(b), (c), (m) or (o) of the Code) to any material Tax or other material Liability and (vii) neither the Company, its Subsidiaries nor any member of their Controlled Group has engaged in, or is a successor or parent corporation to an entity that engaged in, a transaction described in Sections 4069 or 4212(c) of ERISA.

(d) Neither the Company nor any of its Subsidiaries has ever sponsored, maintained, contributed to, or had any Liability with respect to any Plan that is subject to Title IV of ERISA, ERISA Section 302, or Code Section 412, or to a "multiemployer plan" as defined in ERISA Section 3(37) or 4001(a)(3) or any "multiple employer plan" as defined in ERISA Section 4063. No Plan provides for post-employment or retiree medical, health, or other welfare benefits, except as and to the extent required by the provisions of Part 6 of Subtitle B of Title I of ERISA and Code Section 4980B(f) or similar state Law.

(e) None of the execution and delivery of this Agreement or any of the other agreements contemplated hereby, or the consummation of any transaction contemplated herein or therein (alone or in conjunction with any other event), could result in (i) the payment to any present or former Employee of any money or other property, (ii) accelerate, trigger, or provide any other rights or benefits to any present or former Employee, (iii) accelerate or trigger any other material obligation under any Plan, or (iv) result in any material breach or violation of, or material default under or limit the Company's or any of its Subsidiaries' right to amend, modify or terminate, any Plan.

(f) With respect to each Plan, (i) no Actions (other than routine claims for benefits in the ordinary course of business) are pending or, to the Company's knowledge, threatened, (ii) to the Company's knowledge, no facts or circumstances exist that could give rise to any such Actions, and (iii) no administrative investigation, audit, or other administrative proceeding by the Department of Labor, the Pension Benefit Guaranty Corporation, the Internal Revenue Service, or other Governmental Entity are pending, in progress or, to the Company's knowledge, threatened.

4.17 Environmental Matters. Except as do not have, and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect (a) the Company and its Subsidiaries are in compliance with all Environmental Laws, (b) the Company and its Subsidiaries hold, and are operating in compliance with, all Permits required under any Environmental Laws for the conduct of their respective businesses, (c) neither the Company nor any of its Subsidiaries has, within the previous eighteen (18) months, received written notice of any violation by any of them of any Environmental Laws or that any of them have any Liability under any Environmental Laws (including any investigatory, remedial, or corrective obligation), (d) there has been no Release of or exposure to any Hazardous Materials that would reasonably be expected to result in any Liability of the Company or any Subsidiary, (e) neither the Company nor any of its Subsidiaries has entered into or is subject to any Order pursuant to any Environmental Law, (f) neither the Company nor any of its Subsidiaries has retained or assumed, either Contractually or by operation of Law, any Liabilities that could reasonably be expected to form the basis of any Action against the Company or any of its Subsidiaries under any Environmental Law, (g) there are no underground or aboveground storage tanks, generators, known or suspected asbestos-containing materials, or polychlorinated biphenyls on, at, under, or about any property owned, operated, or leased by the Company or any of its Subsidiaries, in each case for which the Company is responsible, and (h) the Company has made available to the Buyer correct and complete copies of all Phase II environmental site assessments, remedial reports, and compliance audits, and all other environmental reports, studies, or audits describing matters which are, or which would reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, and in each case which are in the possession of the Company or any of its Subsidiaries and which relate to the operations of the Company or its Subsidiaries or their respective owned, leased, or operated properties.

4.18 Insurance. Section 4.18(a) of the Company Disclosure Letter sets forth a correct and complete list of all of the material insurance policies currently maintained by the Company or any of its Subsidiaries. Section 4.18(b) of the Company Disclosure Letter sets forth a correct and complete list of all claims submitted by the Company or any its Subsidiaries to an insurance carrier within the previous eighteen (18) months. Except in each case as is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, all premiums under such policies covering all periods up to and including the Closing Date have been timely paid, no policy aggregate is impaired by the payment of claims, no notice of cancellation, termination or premium increase (retroactive or otherwise) has been received within the previous eighteen (18) months, and the Company and its Subsidiaries have complied with all of the terms and conditions of such policies. There are no pending or, to the Company's knowledge, threatened material claims under such policies. The Company has made available to the Buyer a correct and complete copy of each such policy.

4.19 Affiliate Transactions. No director, officer, stockholder, or Affiliate of the Company (a) is a party to any Contract, commitment, or transaction with the Company or any of its Subsidiaries (other than employment arrangements with directors, officers, or stockholders who are also employees), (b) has any interest in any material property used by the Company or any of its Subsidiaries, or (c) to the Company's knowledge, owns any direct or indirect interest in, or is a manager, director, officer, employee, partner, or consultant of, any competitor, supplier, customer, distributor, lessor, tenant, creditor or debtor of the Company or any of its Subsidiaries, in each case that is, or would reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

4.20 Brokers' Fees. Neither the Company nor any of its Subsidiaries has any Liability to pay any fees or commissions to any broker, finder, investment banker, financial advisor, agent, or any other Person with respect to this Agreement and the transactions contemplated by this Agreement, except for the fees and expenses of Deutsche Bank Securities Inc., as financial advisor to the Company, and any other fees and expenses paid or to be paid directly by the Company Equityholders or included in Transaction Expenses.

4.21 Labor Relations.

(a) Neither the Company nor any of its Subsidiaries is a party to any collective bargaining or other labor Contract and no Employee is covered by any collective bargaining or other labor Contract. There are not any union organizing activities concerning any Employees of the Company or any of its Subsidiaries. Since December 31, 2010, there has not been and there presently is (i) no unfair labor practice charge or complaint pending or, to the Company's knowledge, threatened against the Company or any Subsidiary and (ii) no labor strike, slowdown, work stoppage, lockout or other labor controversy is in effect or, to the Company's knowledge, threatened against the Company or any of its Subsidiaries.

(b) Except as is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, each individual who renders services to the Company or any of its Subsidiaries who is classified by the Company or such Subsidiary, as applicable, as having the status of an independent contractor or other non-employee status for any purpose (including for purposes of taxation and tax reporting and under Plans) is properly so characterized.

4.22 Illegal Payments. None of the Company, any of its Subsidiaries, or any of their respective officers, directors or employees has offered, made, or received on behalf of any of them any illegal payment or contribution of any kind, directly or indirectly, including payments, gifts, or gratuities, to any Person (including any official, employee, or agent of any Governmental Entity or any candidate for any office of any Governmental Entity). There have been no false or fictitious entries made in the books or records of the Company or its Subsidiaries relating to any payment prohibited by Law, and neither the Company nor its Subsidiaries has established or maintained any fund for use in making any such payments.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE BUYER AND THE MERGER SUB

The Buyer and the Merger Sub represent and warrant to the Company as follows:

5.01 Organization and Corporate Power. Each of the Buyer and the Merger Sub is a corporation duly incorporated, validly existing, and in good standing under the Laws of the State of Delaware. Each of the Buyer and the Merger Sub has all requisite corporate power and authority necessary to execute, deliver, and perform its obligations under, this Agreement and the other agreements contemplated hereby (subject, in the case of the Merger, to the adoption of this Agreement by the Buyer as the sole stockholder of the Merger Sub).

5.02 Due Execution and Delivery; Valid and Binding Agreement. The board of directors of each of the Buyer and the Merger Sub, by resolutions duly adopted at a meeting duly called and held, or by written consent in lieu of a meeting of such board of directors, has (a) approved and authorized the execution and delivery of this Agreement and the other agreements contemplated hereby, (b) approved the consummation of the transactions contemplated hereby and thereby, including the Merger, (c) determined that the execution and delivery of this Agreement, the other agreements contemplated hereby, and the consummation of the transactions contemplated hereby and thereby is advisable, (d) in the case of the Merger Sub, recommended that the stockholders of the Merger Sub adopt this Agreement, and (e) in the case of the Merger Sub, directed that this Agreement be submitted to the stockholders of the Merger Sub for their adoption. The approval of the Buyer, as the sole record and beneficial owner of all of the issued and outstanding capital stock of the Merger Sub, is the only vote of the Merger Sub's stockholders required to approve this Agreement and the transactions contemplated hereby, and such approval shall be obtained immediately following the execution of this Agreement. This Agreement and the other agreements contemplated hereby have been duly authorized, executed and delivered by each of the Buyer and the Merger Sub and, assuming the due execution and delivery of this Agreement and the other agreements contemplated hereby by the Company, this Agreement and the other agreements contemplated hereby each constitute a valid and binding obligation of each of the Buyer and the Merger Sub, enforceable against each of them in accordance with its terms, except as limited by the application of bankruptcy, moratorium, and other Laws affecting creditors' rights generally and as limited by the availability of specific performance and other equitable remedies and the application of equitable principles.

5.03 Required Filings and Consents. No permit, consent, approval or authorization of, or declaration to or filing with, any Governmental Entity is required in connection with any of the execution, delivery, or performance of this Agreement and the other agreements contemplated hereby by the Buyer or the Merger Sub, except for the applicable requirements of the HSR Act, the consent of the Federal Communications Commission, and for those permits, consents, approvals, authorizations, declarations and filings the failure of which to be obtained or made would not have a Buyer Material Adverse Effect.

5.04 Non Contravention. Except for those matters which would not have a Buyer Material Adverse Effect, neither the execution and delivery of this Agreement or the other agreements contemplated hereby by the Buyer or the Merger Sub, nor the performance of their obligations hereunder or thereunder by the Buyer or the Merger Sub, will:

(a) violate any Law or Order to which the Buyer or the Merger Sub is subject or by which the

Buyer is bound, or any provision of the Organizational Documents of the Buyer or the Merger Sub; or

(b) conflict with, result in a breach of, constitute a default under or a violation of (with or without notice of lapse of time, or both), result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, give rise to the loss of a material benefit under, result in the creation of any Lien, or require any notice under, any material Contract to which the Buyer or the Merger Sub is a party or by which any of their respective assets are bound.

5.05 Litigation. There are no Actions pending or, to the knowledge of the Buyer, overtly threatened by or against or affecting the Buyer or the Merger Sub by or before any Governmental Entity, which if determined adversely to the Buyer or the Merger Sub would have a Buyer Material Adverse Effect, and neither the Buyer nor the Merger Sub is subject to any investigation by any Governmental Entity or outstanding Order, in each case, which would have a Buyer Material Adverse Effect.

5.06 Sufficient Funds. The Buyer will on the Closing Date have unrestricted cash on hand sufficient to pay all amounts required to be paid by the Buyer at the Closing pursuant to the terms of Article I hereof, and all of its and its representatives' fees and expenses incurred in connection with the transactions contemplated by this Agreement.

5.07 Investment Intent. The shares of capital stock of the Company being acquired by the Buyer pursuant to this Agreement are being acquired for investment purposes only and not with a view to any public distribution thereof, and the Buyer will not offer to sell or otherwise dispose of any of such shares of capital stock in violation of any of the registration requirements of the Securities Act, or any comparable state Law.

5.08 Brokers' Fees. Neither the Buyer nor the Merger Sub has any Liability to pay any fees or commissions to any broker, finder, investment banker, financial advisor, agent or any other Person with respect to the transactions contemplated by this Agreement for which the Company, any of its Subsidiaries, or any Company Equityholder could become liable or obligated.

ARTICLE VI
OTHER COVENANTS AND AGREEMENTS

6.01 Continuing Access to Information. For a period of one (1) year after the Closing Date (or, if longer, until the final determination of the Adjusted Closing Consideration), the Buyer shall, and shall cause the Surviving Corporation and each of its Subsidiaries to, preserve and retain all corporate, accounting, Tax, legal, auditing, and other books and records of the Company and its Subsidiaries relating to the conduct of the business and operations of the Company and its Subsidiaries prior to the Closing Date; provided, that, following the final determination of the Adjusted Closing Consideration, the Buyer, the Surviving Corporation, and its Subsidiaries may transfer, destroy, or discard any such books and records if they first give the Representative reasonable written notice prior to transferring, destroying, or discarding any such books and records; provided, further, if the Representative so requests, the Buyer and the Surviving Corporation shall allow the Representative to take possession of such books and records at the Representative's sole cost and expense. After the Closing Date and during the aforementioned period, the Buyer shall, and shall cause the Surviving Corporation and each of its Subsidiaries to, permit the Representative to have reasonable access to, and to inspect and copy, during normal business hours and upon reasonable advance notice, all materials referred to in this Section 6.01; provided, that such access does not unreasonably interfere with the normal operations of the Surviving Corporation or any of its Subsidiaries; provided, further, that the Representative, on the one hand, and the Buyer, the Surviving Corporation, or any of their respective Subsidiaries, on the other hand, are not engaged in litigation or any other dispute resolution process with each other or such materials do not relate to the subject matter of such litigation or process.

6.02 Director and Officer Liability and Indemnification.

(a) Following the Closing, the Surviving Corporation and each of its currently existing Subsidiaries shall, and the Buyer shall cause the Surviving Corporation and each of its currently existing Subsidiaries to, include and maintain in effect in their respective Organizational Documents, for a period of six (6) years after the Closing, provisions regarding the elimination of Liability of directors (or their equivalent), indemnification of officers and directors (or their equivalent), and advancement of expenses which are, with respect to each such entity, no less advantageous to such Persons than the corresponding provisions contained in such Organizational Documents as of the Closing Date.

(b) For a period of six (6) years after the Closing, the Surviving Corporation shall, and the Buyer shall cause the Surviving Corporation to, maintain in effect the Company's current directors' and officers' liability insurance and fiduciary liability insurance in effect on the date of this Agreement (a correct and complete copy of which has been made available to the Buyer) (the "D&O Insurance") in respect of acts or omissions occurring at or prior to the Closing, covering each Person currently covered by the D&O Insurance, on terms with respect to coverage, deductible, and amounts no less favorable than those of the D&O Insurance. Alternatively, at the Buyer's option, the Buyer may require that the Company purchase a six (6)-year pre-paid "tail policy" on terms and conditions (in both amount and scope) providing substantially equivalent benefits as the D&O Insurance maintained by the Company with respect to matters arising on or before the Closing, covering without limitation the transactions contemplated hereby; provided, that in no event shall the Buyer be required to pay, with respect to the entire six (6)-year period following Closing, premiums for insurance under this Section 6.02 that in the aggregate exceed 150% of the annual premiums payable by the Company for coverage during period year ending in August, 2010 under the D&O Insurance (which premiums for such year are hereby represented and warranted by the Company to be $23,109).

(c) In the event that the Buyer, the Surviving Corporation, or any of its Subsidiaries or any of their respective successors or assigns (i) consolidates with or merges into any other Person or (ii) transfers all or substantially all of its properties or assets to any other Person, then, and in each case, the successors and assigns of the Buyer, the Surviving Corporation, or any of its Subsidiaries, as the case may be, shall assume and be bound by the obligations set forth in this Section 6.02.

(d) The provisions of this Section 6.02 shall survive the Closing indefinitely and are intended to be for the benefit of, and shall be enforceable by, each of the directors and officers of the Company and each of its Subsidiaries as of the Closing, together with each of their respective successors and representatives after the Closing, and their rights under this Section 6.02 are in addition to, and shall not be deemed to be exclusive of, any other rights to which any such Person is entitled, whether pursuant to Law, Contract, Organizational Document, or otherwise.

6.03 Employee Benefits Matters.

(a) The Buyer shall, and shall cause the Surviving Corporation and each of its Subsidiaries to, honor each Plan (including any severance, retention, change of control, or other similar plans, Contracts, agreements, or offer letters, offer summaries) in accordance with its terms as in effect immediately prior to the Closing, subject to any amendment or termination thereof that may be permitted by such Plan. Without limiting the generality of this Section 6.03(a), during the one (1) year period following the Closing, the Buyer shall, and shall cause the Surviving Corporation and each of its Subsidiaries to maintain the severance plans of the Company and its Subsidiaries as in effect at the Closing and provide any Employee whose employment is terminated by the Surviving Corporation or any of its Subsidiaries during such one (1) year period without cause (as determined by the Buyer) with severance and other separation benefits that are no less favorable in the aggregate than what would be payable to such Employee pursuant to the severance plan or policy that was applicable to such Employee as of the Closing. For purposes of determining the severance and other separation benefits to which an Employee shall become entitled pursuant to the preceding sentence, such Employee's service with the Buyer and its Subsidiaries (including the Surviving Corporation and its Subsidiaries) and all Pre-Closing Service shall be recognized.

(b) For all purposes under the employee benefit plans of the Buyer and its Affiliates providing benefits to any Employees after the Closing (the "New Plans"), the Buyer shall, and shall cause the Surviving Corporation and each of its Subsidiaries to, cause each Employee to receive credit for all service with the Company and its Subsidiaries before the Closing (including predecessor or acquired entities or any other entities with respect to which the Company and its Subsidiaries have given credit for prior service) to the extent recognized in any similar Plan in which such Employee participated immediately prior to the Closing (such service, "Pre-Closing Service") for all purposes, including determining eligibility to participate, level of benefits, vesting, and benefit accruals, except to the extent such credit would result in a duplication of accrual of benefits for the same period of service. In addition, and without limiting the generality of the foregoing, (i) each Employee immediately shall be eligible to participate, without any waiting time, in any New Plan to the extent coverage under such New Plan replaces coverage under a similar or comparable Plan in which such Employee participated immediately before the Closing (such plans, collectively, the "Old Plans"), and (ii) for purposes of each New Plan providing medical, dental, pharmaceutical, vision and/or disability benefits to any Employee, the Buyer shall, and shall cause the Surviving Corporation and each of its Subsidiaries to, cause all pre-existing condition exclusions and actively-at-work requirements of such New Plan to be waived for such Employee and his or her covered dependents, to the extent any such exclusions or requirements were waived or were inapplicable under any Old Plan, and shall cause any eligible expenses incurred by such Employee and his or her covered dependents during the portion of the plan year of the Old Plan ending on the date such Employee's participation in the corresponding New Plan begins to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance, and maximum out-of-pocket requirements applicable to such Employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan.

(c) During the one (1) year period following the Closing, the Buyer shall, and shall cause the Surviving Corporation and each of its Subsidiaries to, provide current Employees as of the Closing who continue employment following the Closing with benefits under employee benefit plans, programs, policies and agreements (collectively, "Employee Benefits") that are substantially comparable in the aggregate to the Employee Benefits provided by the Buyer to similarly situated employees of the Buyer and its Subsidiaries.

(d) Nothing in this Section 6.03 or any other provision of this Agreement shall (i) be construed to modify, amend, or establish any benefit plan, program, or arrangement or in any way affect the ability of the parties hereto or any other Person to modify, amend, or terminate any of its benefit plans, programs, or arrangements or (ii) create any right with respect to any current or former employee to continued employment with the Buyer or the Surviving Corporation or any of its Subsidiaries, or (iii) interfere with the right of the Buyer, the Surviving Corporation, and its Subsidiaries to terminate the employment of any employee for any reason. This Section 6.03 is not intended to, and shall not be construed to, confer upon any Person other than the parties to this Agreement any rights or remedies hereunder.

6.04 Public Announcements. The parties hereto agree that no public release or announcement concerning the transactions contemplated hereby shall be issued or made by or on behalf of any party without the prior consent of the other parties (which consent will not be unreasonably withheld, conditioned or delayed), and if any such release or announcement is authorized, the other party or parties shall have a reasonable time to comment on such announcement in advance of its issuance. Each of the Company and the Buyer (and their respective Affiliates) may, at its discretion prior to the Closing, make announcements from time to time to their respective employees, customers, suppliers, and other business relations, and may otherwise make announcements as it may reasonably determine is necessary to comply with applicable Law or the requirements of any Contract to which it is a party, in which case it shall provide the Company or the Buyer, as applicable, reasonable time to comment on such announcement in advance of its issuance. Notwithstanding the foregoing, the Buyer and the Company shall cooperate to prepare joint press releases to be issued on (or promptly after) the date hereof and on the Closing Date. The parties hereto agree to keep the terms of this Agreement confidential, except to the extent required by applicable Law or for financial reporting purposes and except that the parties may disclose such terms to their respective employees, accountants, advisors, and other representatives as necessary in connection with the ordinary conduct of their respective businesses (so long as such Persons agree to or are bound by Contract to keep the terms of this Agreement confidential).

6.05 Fees and Expenses. Except as otherwise provided herein, (a) the Buyer shall pay all fees and expenses incurred by it or the Merger Sub in connection with this Agreement and the transactions contemplated hereby, and (b) all fees and expenses incurred by the Company in connection with this Agreement and the transactions contemplated hereby shall be paid by the Company prior to the Closing or included in the Transaction Expenses. For the avoidance of doubt, and except as set forth in Section 1.09, neither the Company nor any of its Subsidiaries shall pay any costs or expenses (including legal fees or expenses) incurred by any Company Equityholder.

6.06 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, and other such Taxes, and all conveyance fees, recording charges, and other fees and charges (including any penalties and interest) incurred in connection with consummation of the transactions contemplated by this Agreement ("Transfer Taxes") shall be borne fifty percent (50%) by the Buyer and fifty percent (50%) by the Company Equityholders as a Transaction Expense. The Buyer shall file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes.

6.07 FIRPTA Certificate. Either (a) the Company shall, prior to or on the Closing Date, deliver to the Buyer a certification that the Company Common Stock is not a U.S. real property interest within the meaning of Section 897 of the Code, or (b) each Company Equityholder shall, prior to or on the Closing Date, deliver to the Buyer a non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code stating that such Company Equityholder is not a "foreign person" as defined in Section 1445 of the Code; provided, that notwithstanding anything in this Agreement to the contrary, the Buyer's sole remedy if the Company or a Company Equityholder, as applicable, fails to provide such certificate shall be to make an appropriate withholding under Sections 897 and 1445 of the Code.

6.08 Tax Shelter. Neither the Buyer nor any of its Affiliates shall take any action that would cause the transactions contemplated by this Agreement to constitute part of a transaction that is the same as, or substantially similar to, the "intermediary transaction tax shelter" described in IRS Notices 2001-16 and 2008-111.

6.09 The Representative.

(a) The board of directors of the Company has determined that it is desirable to designate the Representative to act on behalf of the Company Equityholders for certain limited purposes, as described herein. By virtue of adoption of this Agreement by the Company Equityholders, and without further action by any Company Equityholder, Madison Dearborn Capital Partners V-A, L.P. is hereby irrevocably appointed, authorized and empowered to act as the initial "Representative", and execution of a written consent approving the transactions contemplated hereby by a Company Equityholder shall, to the maximum extent permitted under applicable Law, constitute irrevocable ratification and approval of such designation by such Company Equityholder and authorization of the Representative to serve in such capacity, and shall also constitute a reaffirmation, approval, acceptance, and adoption of, and an agreement to comply with and perform, all of the acknowledgments and agreements made by the Representative on behalf of the Company Equityholders in this Agreement and the other agreements entered into in connection herewith (including the Escrow Agreement). The Representative may resign at any time and for any reason and the Representative may be removed only by the vote of Persons who collectively owned more than fifty percent (50%) of the outstanding shares of Company Common Stock as of immediately prior to the Closing (the "Majority Holders"). The designation of the Representative is coupled with an interest, and, except as set forth in the immediately preceding sentence, such designation is irrevocable and shall not be affected by the death, incapacity, illness, bankruptcy, dissolution, or other inability to act of any of the Company Equityholders. In the event that the Representative has resigned or been removed, a new Representative shall be appointed by a vote of the Majority Holders, such appointment to become effective upon the written acceptance thereof by the new Representative. Written notice of any such resignation, removal or appointment of a Representative shall be delivered by the Representative to the Buyer promptly after such action is taken.

(b) The Representative shall have such powers and authority as are necessary or appropriate to carry out the functions assigned to it under this Agreement and in any other agreement entered into in connection herewith (including the Escrow Agreement) and in connection therewith, shall be entitled to take such actions as the Representative deems appropriate in its sole discretion; provided, that the Representative shall have no obligation to act on behalf of the Company Equityholders. The Buyer and the Escrow Agent shall be entitled to rely on the actions taken by the Representative without independent inquiry into the capacity of the Representative to so act and none of the Buyer, the Merger Sub, the Surviving Corporation and the Escrow Agent shall have any obligations, responsibilities, or Liabilities whatsoever to the Company Equityholders with respect to any claim or Action by any Company Equityholder against the Representative. All actions, notices, communications, and determinations by the Representative to carry out such functions shall conclusively be deemed to have been authorized by, and shall be binding upon, the Company Equityholders. The Representative shall not have, by reason of this Agreement, any fiduciary relationship in respect of any other Company Equityholder. Neither the Representative nor any of its direct or indirect officers, directors, partners, managers, employees, agents or representatives shall have any Liability to the Company

Equityholders with respect to actions taken or omitted to be taken by the Representative in such capacity (or any of its direct or indirect officers, directors, partners, managers, employees, agents or representatives in connection therewith), except for any actions, or action omitted to be taken, which are finally determined to constitute gross negligence or willful misconduct by the Representative. The Representative shall at all times be entitled to rely on any directions received from the Majority Holders; provided, that the Representative shall not be required to follow any such direction, and shall be under no obligation to take any action in its capacity as Representative based upon any such direction.

(c) The Representative shall be entitled to engage such counsel, accountants, experts, and other agents and consultants as it shall deem necessary in connection with exercising its powers and performing its function hereunder and (in the absence of bad faith on the part of the Representative) shall be entitled to conclusively rely on the opinions and advice of such Persons. The Representative (for itself and its direct or indirect officers, directors, partners, managers, employees, agents and representatives) shall be entitled to full reimbursement for all reasonable expenses, disbursements, and advances (including fees and disbursements of its counsel, accountants, experts, and other agents and consultants) incurred by the Representative in such capacity (or any of its direct or indirect officers, directors, partners, managers, employees, agents or representatives in connection therewith), and to full indemnification against any Loss, Liability, or expense arising out of actions taken or omitted to be taken in its capacity as Representative (except for any Loss, Liability, or expense which is finally determined was primarily caused by the gross negligence or willful misconduct of the Representative), including the costs and expenses of investigation and defense of claims, from any Company Equityholder. For the avoidance of doubt, neither the Buyer, the Company, nor any of their respective Subsidiaries shall have any reimbursement obligations under this Section 6.09(c).

(d) Pursuant to Section 1.10(e), the Buyer shall pay over to the Representative at the Closing an amount in cash equal to the Representative Amount. The Representative shall deposit such funds into such accounts, or otherwise invest such funds, in any manner it may reasonably determine, and in no event shall the Representative nor any of its direct or indirect officers, directors, partners, managers, employees, agents or representatives have any Liability to the Company Equityholders with respect to such funds or the manner of their investment, except for any action, or action omitted to be taken, by the Representative which is finally determined to constitute gross negligence or willful misconduct by the Representative. Such funds shall be a non-exclusive source of recovery for the Representative for any expenses, disbursements, or advances (including fees and disbursements of counsel, accountants, experts, and other agents and consultants) incurred by the Representative in its capacity as such (or any of its direct or indirect officers, directors, partners, managers, employees, agents or representatives in connection therewith), or for any Loss, Liability, or other expense incurred by the Representative or otherwise arising out of any action taken by it in its capacity as such (except for any Loss, Liability, or expense which is finally determined was primarily caused by the gross negligence or willful misconduct of the Representative). In addition to the Representative Amount, the Representative shall have the power and authority to set aside and retain additional funds otherwise payable to Company Equityholders pursuant to this Agreement to satisfy such obligations.

(e) From time to time, the Representative may elect to distribute to the Company Equityholders all or any portion of the Representative Amount, together with any interest or earnings thereon. If the Representative so elects, it shall pay over (or cause to be paid over) to each Company Equityholder an amount equal to (i) the aggregate amount then being distributed by the Representative, multiplied by (ii) such Company Equityholder's Percentage Interest; provided, that, for any amount payable to a holder of Company Options pursuant to this Section 6.09(e), the Representative shall pay over to each holder of Company Options the amount that such holder is entitled to pursuant to this Section 6.09(e), less any applicable withholding Taxes pursuant to Section 1.12(g). The aggregate amount distributable pursuant to this Section 6.09(e) with respect to a share of Company Common Stock is the "Per Share Representative Amount Distribution." Each of the Buyer, the Merger Sub, the Company, and the Surviving Corporation shall have no obligations, responsibilities or Liabilities whatsoever to the Company Equityholders with respect to the distribution to the Company Equityholders by the Representative of all or any portion of the Representative Amount.

(f) In the event the Representative makes, or causes to be made, any payment to any holder of Company Options after the Closing, including with respect to the Per Share Adjustment Distribution, the Per Share Representative Amount Distribution, or the Per Share Escrow Distribution, the Buyer shall, and shall cause the Surviving Corporation and its Subsidiaries to, provide the Representative with all reasonable cooperation requested by it in connection with any such payment, including in connection with any calculations of amounts to be withheld from such payments and any matters related thereto; provided, each of the Buyer, the Merger Sub, the Company, and the Surviving Corporation shall have no obligations or responsibilities whatsoever to make such payments.

6.10 Conflicts and Privileges. Each of the parties hereto hereby agrees, on its own behalf and on behalf of its direct or indirect directors, partners, managers, members, partners, officers, employees, and Affiliates, that Kirkland & Ellis LLP may serve as counsel to each and any of the Representative, the Company Equityholders, and their respective Affiliates (individually and collectively, the "Seller Group"), on the one hand, and the Company, on the other hand, in connection with the negotiation, preparation, execution, and delivery of this Agreement and the other agreements entered into in connection herewith and the consummation of the transactions contemplated hereby and thereby. Each of the parties to this Agreement hereby further agrees, on its own behalf and on behalf of its direct or indirect directors, partners, managers, members, partners, officers, employees, and Affiliates, that Kirkland & Ellis LLP may serve as counsel to the Seller Group, any member thereof, or any direct or indirect director, partner, manager, member, partner, officer, employee, or Affiliate of any member of the Seller Group, in connection with any matter (including any Action) arising out of or relating to this Agreement, the other agreements entered into in connection herewith, or the transactions contemplated hereby or thereby, notwithstanding such representation of the Company or any continued or continuing representation of the Company. Each of the parties hereto hereby consents thereto and waives any conflict of interest arising therefrom, and each of such parties shall cause any Affiliate thereof to consent to waive any conflict of interest arising from such representation.

6.11 No Additional Representations. The Buyer and the Merger Sub acknowledge and agree that neither the Company, nor any of its Affiliates or representatives, nor any other Person acting on behalf of the Company or any of its Affiliates or representatives, has made any (and the Buyer, the Merger Sub, and their Affiliates have not relied on any) representation or warranty, express or implied, regarding the Company, its Subsidiaries, or any of their respective businesses or assets, except as expressly set forth in this Agreement, and neither the Buyer nor the Merger Sub are relying on any representations or warranties, express or implied, made by or on behalf of the Company or any of its Subsidiaries, or any of their Affiliates of representatives, other than those expressly set forth in this Agreement.

6.12 Section 280G. In order to satisfy the requirements of Section 280G(b)(5)(A)(ii) of the Code, the Company shall timely submit to a vote of the stockholders of the Company for their approval all payments or benefits (other than any payments or benefits made or to be made pursuant to Contracts negotiated by the Buyer, except for payments made pursuant to Contracts disclosed, in writing, to the Company at least five (5) days prior to the Closing) that in the absence of such approval could reasonably be expected to constitute "parachute payments" (within the meaning of Section 280G of the Code and the regulations thereunder), to any individuals that are "disqualified individuals" (within the meaning of Section 280G(c) of the Code and regulations thereunder). Copies of all disclosures to stockholders regarding the facts regarding the vote shall be provided to the Buyer prior to their distribution to the stockholders of the Company, for the Buyer's review and comment, and the Company and the Buyer shall work together in good faith to mutually acceptable disclosure to the Company's stockholders. In addition, to the extent necessary to meet the requirements of Section 280G(b)(5)(B) of the Code and the regulations thereunder, the Company shall use its reasonable best efforts to receive an irrevocable written waiver from each such disqualified individual of all payments or benefits payable to such disqualified individuals that in the absence of such approval would constitute "parachute payments" (within the meaning of Section 280G of the Code and the regulations thereunder) (assuming that no portion of any payment to be received by such disqualified individuals would be viewed as "reasonable compensation for personal services" within the meaning of Section 280G of the Code and the regulations thereunder).

ARTICLE VII
TERMINATION

7.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of the Buyer and the Company;

(b) by the Buyer if the Requisite Stockholder Approval with respect to the adoption of this Agreement has not been obtained within one (1) Business Day after the date hereof;

(c) by the Buyer or the Company if the transactions contemplated hereby have not been consummated on or prior to the first Business Day that is at least ten (10) months after the date hereof (the "Outside Date"); provided, that (i) the Buyer shall not be entitled to terminate this Agreement pursuant to this Section 7.01(c) if the Buyer's or the Merger Sub's material breach of this Agreement has prevented the consummation of the transactions contemplated hereby, and (ii) the Company shall not be entitled to terminate this Agreement pursuant to this Section 7.01(c) if the Company's material breach of this Agreement has prevented the consummation of the transactions contemplated hereby;

(d) by the Buyer or the Company if any Law shall be in effect, or any Governmental Entity of competent jurisdiction shall have issued any Order, in each case which would prevent or prohibit the consummation of the Merger or the other transactions contemplated hereby and, in the case of any such Order, such Order shall have become final and nonappealable; provided, that the right to terminate this Agreement under this Section 7.01(d) shall not be available to any party whose breach of any obligation under this Agreement has been the cause of, or has resulted in, such Law or Order;

(e) by the Buyer if any MAE Order shall be in effect and shall have become final and nonappealable;

(f) by the Buyer if the Company shall have breached or failed to perform in any material respect any of its representations, warranties, covenants, or other agreements contained in this Agreement, which breach or failure to perform (i) would give rise to a failure of a condition set forth in Section 2.02(a) or Section 2.02(b) and (ii) is incapable of being cured prior to the Outside Date or is not cured by the Company within sixty (60) days following receipt of written notice of such breach or failure to perform from the Buyer; or

(g) by the Company if the Buyer or the Merger Sub shall have breached or failed to perform in any material respect any of its representations, warranties, covenants, or other agreements contained in this Agreement, which breach or failure to perform (i) would give rise to a failure of a condition set forth in Section 2.03(a) or Section 2.03(b) and (ii) is incapable of being cured prior to the Outside Date or is not cured by the Buyer within sixty (60) days following receipt of written notice of such breach or failure to perform from the Company.

7.02 Effect of Termination. In the event of any termination of this Agreement by the Buyer or the Company as provided in Section 7.01, this Agreement shall forthwith become void and of no further force or effect (other than this Section 7.02, Section 3.02(c), Section 6.04, Section 6.05, Section 7.03, and Article IX, each of which shall survive the termination of this Agreement and shall be enforceable by the parties hereto) and there shall be no Liability or obligation on the part of the Buyer, the Merger Sub, or the Company to any other party hereto, except for Liability for breaches (whether intentional, unintentional, willful, inadvertent, or otherwise) of this Agreement by any such party prior to the time of such termination, which such Liability shall be for all remedies available at law or in equity to the non-breaching party or parties.

7.03 Continuing Confidentiality. If the transactions contemplated by this Agreement are terminated as provided in Section 7.01, the Buyer and the Merger Sub acknowledge and agree that all documents, copies thereof, and all other materials received from or on behalf of the Company or any of its Subsidiaries relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, shall continue to be subject to the Confidentiality Agreement, which shall remain in full force and effect notwithstanding the termination of this Agreement.

ARTICLE VIII
SURVIVAL; INDEMNIFICATION

8.01 Non-Survival. The representations and warranties of the parties, together with any covenant or agreement of the parties requiring performance prior to the Closing, contained in this Agreement or contained in any certificate or other document delivered pursuant to this Agreement shall not survive the Closing and shall terminate and be of no further force or effect as of the Effective Time. The covenants and agreements of the parties requiring performance after the Closing (including the obligations of the Buyer to make the payments contemplated by Article I hereof) shall survive the Closing and shall terminate in accordance with their respective terms.

8.02 Indemnification.

(a) From and after the Closing, and subject to the other provisions of this Article VIII, the Buyer, the Surviving Corporation, their respective Subsidiaries, and its and their officers, directors and employees (each a "Buyer Indemnitee") shall be held harmless, solely out of the funds held in the Escrow Account, from and against (i) any and all Losses (including any Losses arising out of any litigation, mediation, alternative dispute resolution, settlement, investigation, or hearing) imposed upon or incurred by any Buyer Indemnitee which arise out of or are in connection with any Malibu Action, (ii) any and all Losses (including any Losses arising out of any litigation, mediation, alternative dispute resolution, settlement, investigation, or hearing) imposed upon or incurred by any Buyer Indemnitee which arise out of or are in connection with any Shareholder Action, and (iii) any and all Pre-Closing Indemnifiable Taxes.

(b) The rights of the Buyer Indemnitees to be indemnified and held harmless pursuant to Section 8.02(a) shall survive the Closing and shall terminate, with respect to any Indemnified Action, upon the final and complete resolution of such Indemnified Action in accordance with applicable Law; provided, that the rights of the Buyer Indemnitees to be indemnified and held harmless pursuant to Section 8.02(a) shall be subject to the provisions of Section 8.08.

(c) The rights of the Buyer Indemnitees to be indemnified and held harmless pursuant to Section 8.02(a) shall not be affected by any knowledge at or prior to the execution of this Agreement or at or prior to the Closing of any inaccuracy or breach of any representation, warranty, covenant or agreement, whether such knowledge came from the Buyer, the Merger Sub, the Company, or any other Person, or any waiver of Section 2.02 or Section 2.03.

8.03 Control of Claims; Cooperation.

(a) Subject to the limitations set forth in this Section 8.03, the Lead Party shall have the exclusive right to direct and control the defense of each Indemnified Action, including the right to (i) select counsel to represent the Buyer Indemnitees in any such Indemnified Action, (ii) make all decisions regarding the prosecution or abandonment of any claim or theory arising in any such Indemnified Action, (iii) control the discovery process, the production of documents, and requests for discovery and production of documents from other Persons, (iv) enter into joint defense and other similar Contracts and allocate Liability among co-defendants and similar parties with respect to any such Indemnified Action, (v) settle or compromise any such Indemnified Action, and (vi) take any other action which the Lead Party would be entitled to take were it the named defendant in any such Indemnified Action. The Lead Party shall have the right to withdraw from the Escrow Account, from time to time as it may reasonably determine and with reasonable prior notice to the Secondary Party, such amounts as are reasonably necessary to pay all of the reasonable out-of-pocket fees and expenses (including attorneys', experts', and other advisors' fees and expenses) incurred in connection with the defense of any Indemnified Action.

(b) The Secondary Party shall have the right to observe and participate in any Indemnified Action with separate counsel of its choosing and at its sole cost and expense; provided, that the Lead Party shall remain in exclusive control of each Indemnified Action. Notwithstanding the foregoing sentence or the provisions of Section 8.03(a), the Secondary Party shall be entitled to assume and control the defense of any Indemnified Action if the Lead Party is not diligently conducting the defense of such Indemnified Action in a customary and commercially reasonable manner; provided, that if the Secondary Party assumes and controls the defense of any Indemnified Action pursuant to this Section 8.03(b), such Secondary Party shall not settle or compromise such Indemnified Action without the prior, written consent of the Lead Party (which such consent shall not be unreasonably withheld, conditioned, or delayed).

(c) Notwithstanding the provisions of Section 8.03(a) and (b), the Lead Party shall not settle or compromise any Indemnified Action without the prior, written consent of the Secondary Party (which such consent shall not be unreasonably withheld, conditioned, or delayed); provided, that no such consent shall be required from the Secondary Party if the Lead Party is the Representative and so long as (i) such settlement or compromise includes a complete release in favor of each Buyer Indemnitee with respect to the matters underlying such Indemnified Action, (ii) such settlement or compromise does not impose upon any Buyer Indemnitee any injunctive or equitable relief (other than any immaterial injunctive or equitable relief that is merely incidental to a primary obligation for monetary damages), and (iii) the monetary damages payable in such settlement or compromise are to be funded entirely out of amounts then held in the Escrow Account.

(d) Without limiting the provisions of Section 6.01 (and it being understood that if the provisions of Section 6.01 are in conflict with the provisions of this Section 8.03(d), this Section 8.03(d) shall control), the Buyer shall, and shall cause the Surviving Corporation and each of its Subsidiaries to, preserve and retain all corporate, accounting, Tax, legal, auditing, and other books and records of the Company and its Subsidiaries which relate to an Indemnified Action until the final and complete resolution of such Indemnified Action in accordance with applicable Law. With respect to any Indemnified Action, the Buyer shall, and shall cause the Surviving Corporation and each of its Subsidiaries to, permit the Representative to have reasonable access to, and to inspect and copy, during normal business hours and upon reasonable advance notice, all materials referred to in this Section 8.03(d) that relate to such Indemnified Action; provided, that the Representative, on the one hand, and the Buyer, the Surviving Corporation, or any of their respective Subsidiaries, on the other hand, are not engaged in litigation or any other dispute resolution process with each other or such materials do not relate to the subject matter of such litigation or process The Buyer and the Representative shall cooperate with each other, and the Buyer shall cause the Surviving Corporation and its Subsidiaries, and their respective officers, directors, employees, consultants, and advisors, to cooperate with the reasonable requests of the Representative, in connection with the defense of any Indemnified Action, including by (i) furnishing or causing to be furnished corporate, accounting, Tax, legal, auditing, and other books and records (subject to the immediately foregoing proviso), (ii) attending conferences, meetings, hearings, proceedings, trials, and appeals, (iii) making officers, directors, employees, consultants, and advisors reasonably available for interviews, depositions, and the giving of testimony, and (iv) taking all other actions reasonably necessary or desirable as part of the defense of any Indemnified Action; provided, that any such cooperation does not unreasonably interfere with the normal operations of the Surviving Corporation or any of its Subsidiaries.

(e) Section 8.05 contains certain provisions regarding the direction and control of Pre-Closing Income Tax Audits, and with respect to Pre-Closing Income Tax Audits Section 8.05 shall control in the event of any conflict between such Section and this Section 8.03.

8.04 Limitations. The rights of the Buyer Indemnitees to be indemnified pursuant to the provisions of Section 8.02(a) are subject to the following limitations:

(a) The amount of any and all Losses shall be determined on the basis of the net effect to the applicable Buyer Indemnitee after giving effect to any actual cash payments, setoffs, insurance proceeds, indemnification proceeds, or other payments, in each case to the extent actually received, realized or retained by such Buyer Indemnitee, which arise out of or are related to the Indemnification Action giving rise to such Losses.

(b) The amount of any and all Losses shall be reduced to the extent such Losses are actually taken into account in the calculation of the Adjusted Closing Consideration, but only to the extent they actually reduce the Adjusted Closing Consideration.

(c) The amount of any and all Losses shall be net of any Tax benefits realized by the Buyer Indemnitees which are attributable to such Losses. For this purpose, a Buyer Indemnitee shall be deemed to recognize a Tax benefit with respect to a taxable year if, and to the extent that, the Buyer Indemnitee's cumulative liability for Taxes through the end of such taxable year, calculated by excluding any Tax items attributable to the Losses from all taxable years, exceeds the Buyer Indemnitee's actual cumulative liability for Taxes through the end of such taxable year, calculated by taking into account any Tax items attributable to the Losses for all taxable years (to the extent permitted by relevant Tax law and treating such Tax items as the last items claimed for any taxable year).

8.05 Tax-Related Matters.

(a) In the case of any taxable period that includes (but does not end on) the Closing Date (a "Straddle Period"), the amount of any Income Taxes of the Company and its Subsidiaries attributable to the Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the close of business on the Closing Date.

(b) None of the Buyer, the Merger Sub, their Subsidiaries, Affiliates or representatives shall, prior to the Closing Date, discuss any Tax issue with any Governmental Entity that relates to any position that the Company or any Subsidiary has taken in a Pre-Closing Tax Period, including on a "no-name" basis.

(c) With respect to any Pre-Closing Income Tax Audit, the Lead Party shall have the exclusive right to control all proceedings and may make all decisions taken in connection with such Pre-Closing Income Tax Audit, including all decisions to grant or deny any waiver or extension of the applicable statute of limitations or to settle or compromise such Pre-Closing Income Tax Audit (so long as the conditions set forth in Section 8.03(c) are satisfied). Each of the Representative and the Buyer shall keep the other party advised of significant developments in the Pre-Closing Income Tax Audit.

(d) If the Representative is the Lead Party with respect to any Pre-Closing Income Tax Audit, the Buyer, the Surviving Corporation, and their respective Subsidiaries and Affiliates shall cooperate fully, as and to the extent reasonably requested by the Representative, in connection with any Pre-Closing Income Tax Audit. Such cooperation shall include (i) providing properly executed powers of attorney so that the Representative and its counsel can fully control any Pre-Closing Income Tax Audit that extends beyond the Closing Date, (ii) promptly notifying the Representative of any communications between a Governmental Entity and the Buyer, the Surviving Corporation or any of their Subsidiaries or Affiliates regarding any Pre-Closing Income Tax Audit, and (iii) the retention and (upon the Representative's request) the provision of records and information that are reasonably relevant to any Pre-Closing Income Tax Audit and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder; provided, that any such cooperation does not unreasonably interfere with the normal operations of the Surviving Corporation or any of its Subsidiaries. If a Pre-Closing Income Tax Audit occurs, the Buyer, the Surviving Corporation, and their respective Subsidiaries and Affiliates agree (x) to retain all books and records with respect to Tax matters pertinent to the Company and its Subsidiaries relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by the Representative, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (y) to give the Representative reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the Representative so requests, the Buyer, the Surviving Corporation, and their respective Subsidiaries and Affiliates shall allow the Representative to take possession of such books and records; provided, further, that the Representative, on the one hand, and the Buyer, the Surviving Corporation, or any of their respective Subsidiaries, on the other hand, are not engaged in litigation or any other dispute resolution process with each other or such materials do not relate to the subject matter of such litigation or process.

8.06 Escrowed Funds.

(a) If and to the extent there are earnings on the funds in the Escrow Account, such earnings shall be applied as follows: (i) first, to the payment of the fees and expenses of the Escrow Agent as set forth in the Escrow Agreement, (ii) second, to fund a distribution to the Buyer in the amount specified in the Escrow Agreement in respect of Taxes payable by the Buyer on such earnings, and (iii) third, added to the other funds in the Escrow Account. In connection with any payment from the Escrow Account to any Person pursuant to any provision of this Agreement, an additional amount shall be added to such payment equal to (A) the amount of earnings then on deposit in the Escrow Account (after taking into account clauses (i) and (ii) of this sentence), multiplied by (B) a fraction, the numerator of which is the amount of such payment and the denominator of which is the Escrow Amount.

(b) Subject to the provisions of Section 8.06(c) and (e), (i) following the final determination of the Adjusted Closing Consideration pursuant to Section 1.12, an amount equal to (A) the Adjustment Amount, minus (B) all amounts paid to the Buyer pursuant to Section 1.12 in connection with the final determination of the Adjusted Closing Consideration shall be distributed from the Escrow Account to the Representative for the benefit of the Company Equityholders, (ii) following the final and complete resolution of all Malibu Actions in accordance with applicable Law, an amount equal to (A) the Malibu Amount, minus (B) all amounts paid to Buyer Indemnitees pursuant to Section 8.02(a) in connection with any Malibu Actions shall be distributed from the Escrow Account to the Representative for the benefit of the Company Equityholders, (iii) following the final and complete resolution of all Shareholders Actions in accordance with applicable Law, an amount equal to (A) the Shareholder Amount, minus (B) all amounts paid to Buyer Indemnitees pursuant to Section 8.02(a) in connection with any Shareholders Actions shall be distributed from the Escrow Account to the Representative for the benefit of the Company Equityholders, and (iv) following the final and complete resolution of all Pre-Closing Income Tax Audits in accordance with applicable Law, an amount equal to (A) the Pre-Closing Tax Amount, minus (B) all amounts paid to Buyer Indemnitees pursuant to Section 8.02(a) in connection with any Pre-Closing Income Tax Audits shall be distributed from the Escrow Account to the Representative for the benefit of the Company Equityholders, in the case of each of clauses (i) through (iv), to the extent such calculations do not result in a negative number.

(c) Subject to the provisions of Section 8.06(e), in the event any Malibu Actions are first initiated after the date hereof, then, notwithstanding the provisions of Section 8.06(b), (i) following the final and complete resolution of all Malibu Actions first initiated prior to the date hereof in accordance with applicable Law, an amount equal to (A) $25,000,000.00, minus (B) all amounts paid to Buyer Indemnitees pursuant to Section 8.02(a) in connection with any Malibu Actions first initiated prior to the date hereof (to the extent such calculation does not result in a negative number) shall be distributed from the Escrow Account to the Representative for the benefit of the Company Equityholders, and (ii) following the final and complete resolution of all Malibu Actions first initiated after the date hereof in accordance with applicable Law, an amount equal to (A) $5,000,000.00, minus (B) all amounts paid to Buyer Indemnitees pursuant to Section 8.02(a) in connection with any Malibu Actions first initiated after the date hereof (to the extent such calculation does not result in a negative number) shall be distributed from the Escrow Account to the Representative for the benefit of the Company Equityholders.

(d) In the event of any distribution from the Escrow Account to the Representative for the benefit of the Company Equityholders pursuant to Section 8.06(b) or (c), the Representative shall pay over (or cause to be paid over) to each Company Equityholder an amount equal to (i) the aggregate amount then being distributed to the Representative, multiplied by (ii) such Company Equityholder's Percentage Interest; provided, that, for any amount payable to a holder of Company Options pursuant to this Section 8.06(d), the Representative shall pay over to each holder of Company Options the amount that such holder is entitled to pursuant to this Section 8.06(d), less any applicable withholding Taxes pursuant to Section 1.11(g). The aggregate amount distributable pursuant to this Section 8.06(d) with respect to a share of Company Common Stock is the "Per Share Escrow Distribution." Each of the Buyer, the Merger Sub, the Company, and the Surviving Corporation shall have no obligations, responsibilities or Liabilities whatsoever to the Company Equityholders with respect to distributions to the Company Equityholders by the Representative pursuant to this Section 8.06(d).

(e) In the event any Buyer Indemnitee has any claim for indemnification pursuant to the provisions of Section 8.02(a), such Buyer Indemnitee shall deliver notice of such claim with reasonable promptness to the Representative. The failure by any Buyer Indemnitee to so notify the Representative shall not affect such Buyer Indemnitee's right to indemnification, except to the extent (and only to the extent) that the Representative is actually and materially prejudiced by such failure. If the Representative does not notify such Buyer Indemnitee within thirty (30) days following its receipt of such notice that the Representative disputes such claim, such Buyer Indemnitee shall be conclusively entitled to payment from the Escrow Account in the amount specified in such notice. If the Representative has timely disputed such notice, the parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute may be resolved by litigation in an appropriate court of jurisdiction determined pursuant to Section 9.13. Any indemnification of the Buyer Indemnitees pursuant to this Article VIII shall be satisfied from the funds then remaining in the Escrow Account within two (2) Business Days after the final determination thereof. No Indemnified Action shall be deemed to have reached a final and complete resolution until all outstanding claims made by a Buyer Indemnitee for indemnification relating to such Indemnified Action have been resolved pursuant to this Section 8.06(e). The Buyer and the Representative shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to make any distributions from the Escrow Account provided for in this Agreement.

(f) The Lead Party shall have the right to withdraw funds from the Escrow Account from time to time in accordance with the provisions of the last sentence of Section 8.03(a).

8.07 Settlement of Certain Actions. Notwithstanding any other provision of this Agreement (including Section 3.01(b)(xi)), the Company shall have the right to settle or compromise any Action prior to Closing that would otherwise be an Indemnified Action following the Closing, so long as (a) such settlement or compromise includes a complete release by the Persons bringing such Action with respect to the matters underlying such Action, (ii) such settlement or compromise does not impose upon any Buyer Indemnitee any injunctive or equitable relief (other than any immaterial injunctive or equitable relief that is merely incidental to a primary obligation for monetary damages), and (iii) the monetary damages payable in such settlement or compromise are actually paid by the Company or one of its Subsidiaries in Cash prior to the Closing. With respect to the Malibu Actions, the Malibu Amount shall be reduced by the amount of any such settlement or compromise which meets the foregoing conditions prior to the Closing. Furthermore, in the event that (x) there are no Malibu Actions pending as of the Closing Date, the Malibu Amount shall be reduced to $0, (y) there are no Shareholder Actions pending as of the Closing Date, the Shareholder Amount shall be reduced to $0, and (z) there are no Pre-Closing Income Tax Audits pending as of the Closing Date, the Pre-Closing Tax Amount shall be reduced to $0.

8.08 Exclusive Remedy. The Buyer agrees and acknowledges, on behalf of itself and each other Buyer Indemnitee, that their sole and exclusive remedy for the payment of any amount to which a Buyer Indemnitee may be entitled pursuant to this Article VIII shall be such Buyer Indemnitee's right to receive amounts from the Escrow Account and that if the Escrow Account contains insufficient funds, the Buyer Indemnitees shall have no rights whatsoever to seek or receive payment for any such insufficiency from the Representative or any Company Equityholder. The parties hereto agree and acknowledge that the sole and exclusive remedy of the Buyer Indemnitees in respect of or in connection with the Indemnified Actions shall be the indemnification provisions set forth in this Article VIII; provided, that nothing in this Article VIII shall limit a Buyer Indemnitee's rights in respect of fraud or intentional misrepresentation.

8.09 Adjustment to Purchase Price. The parties agree that any indemnification payments made hereunder shall be treated as an adjustment to the Adjusted Closing Consideration for all Tax purposes to the extent permitted by Law.

ARTICLE IX
MISCELLANEOUS

9.01 Amendment and Waiver. This Agreement may be amended or waived only in a writing signed by the Buyer and (a) the Company, prior to the Closing, or (b) the Representative, after the Closing; provided, that from and after the time at which the Requisite Stockholder Approval with respect to the adoption of this Agreement has been obtained and prior to the Effective Time, any such amendment or waiver that, in accordance with the Delaware Corporation Law, requires consent of the Company's stockholders shall be effective only to the extent the Requisite Stockholder Approval has been obtained for such amendment or waiver (with it being understood and agreed that, to the maximum extent permitted under the Delaware Corporation Law, any amendment or waiver of this Agreement shall be effective without the requirement that the Requisite Stockholder Approval for such amendment or waiver be obtained); provided, further, that Schedule 1.05 may be amended prior to the Closing solely in a writing signed by the Buyer and delivered to the Company. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default, and no failure or delay to enforce, or partial enforcement of, any provision hereof shall operate as a waiver of such provision or of any other provision.

9.02 Notices. All notices, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) if personally delivered, on the date of delivery, (b) if delivered by overnight courier service of national standing (with charges prepaid), on the Business Day following the date of delivery to such courier service, (c) if deposited in the United States mail, first-class postage prepaid, on the fifth (5th) Business Day following the date of such deposit, or (d) if delivered by telecopy or electronic mail, provided the relevant delivery report or computer record, as applicable, indicates a full and successful delivery, (i) on the date of such delivery, if such delivery is completed at or prior to 5:00 p.m., local time of the recipient party, on the date of such delivery, and (ii) on the next Business Day following the date of delivery, if such delivery is completed after 5:00 p.m., local time of the recipient party, on the date of such delivery. Notices, demands, and communications to the Company, the Representative, or the Buyer shall, unless another address is specified in writing pursuant to the provisions hereof, be sent to the addresses indicated below:

To the Company (prior to the Closing):

NextG Networks, Inc.
52 2nd Avenue, Suite 2200
Waltham, Massachusetts 02451
Attn: Steven Moskowitz (smoskowitz@nextgnetworks.net)
H. Anthony Lehv (alehv@nextgnetworks.net)
Fax No.: (781) 790-0739

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 N. LaSalle
Chicago, Illinois 60654
Attn: Jeffrey W. Richards, P.C. (jeff.richards@kirkland.com)
Matthew J. Richards (matthew.richards@kirkland.com)
Fax No.: (312) 862-2200

To the Representative:

c/o Madison Dearborn Partners, LLC
3 First National Plaza, Suite 4600
Chicago, Illinois 60602
Attn: Zaid F. Alsikafi (zalsikafi@mdcp.com)
Mark Tresnowski (mtresnowski@mdcp.com)
Fax No.: (312) 895-1001

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 N. LaSalle
Chicago, Illinois 60654
Attn: Jeffrey W. Richards, P.C. (jeff.richards@kirkland.com)
Matthew J. Richards (matthew.richards@kirkland.com)
Fax No.: (312) 862-2200

To the Buyer or the Surviving Corporation:

Crown Castle International Corp.
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attn: E. Blake Hawk (blake.hawk@crowncastle.com)
Philip Kelley (phil.kelley@crowncastle.com)
Fax No.: (713) 570-3053

with a copy (which shall not constitute notice) to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
Attn: Stephen L. Burns (sburns@cravath.com)
Erik R. Tavzel (etavzel@cravath.com)
Fax No.: (212) 474-3700

9.03 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned (including by operation of Law) by any party without the prior written consent of the Buyer and (a) the Company, prior to the Closing, or (b) the Representative, after the Closing; provided, that the Merger Sub may assign, in its sole discretion and without any required consent, any or all of its rights, interests, and obligations under this Agreement to the Buyer or to any direct or indirect wholly-owned Subsidiary of the Buyer, but no such assignment shall relieve the Merger Sub of any of its obligations hereunder. Any attempted assignment of this Agreement not in accordance with the terms of this Section 9.03 shall be null and void.

9.04 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. Upon such determination that any provision is prohibited or invalid, each of the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of such parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

9.05 No Strict Construction. Notwithstanding the fact that this Agreement has been drafted or prepared by one of the parties, each of the parties hereto confirms that they and their respective counsel have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

9.06 Captions. The captions used in this Agreement and the Company Disclosure Letter are for convenience of reference only and do not constitute a part of this Agreement or a part of the Company Disclosure Letter and shall not be deemed to limit, characterize, or in any way affect any provision of this Agreement or the Company Disclosure Letter, and all provisions of this Agreement and the Company Disclosure Letter shall be enforced and construed as if no captions had been used therein.

9.07 Complete Agreement. This Agreement, together with the Confidentiality Agreement, the Escrow Agreement, and any other agreements referred to herein or therein executed and delivered on or after the date hereof, contain the complete agreement among the parties hereto with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or between such parties, written or oral, which may have related to the subject matter hereof in any way.

9.08 Company Disclosure Letter. The Company Disclosure Letter shall be arranged in paragraphs corresponding to the lettered paragraphs contained in the Sections of this Agreement; provided, that any event, fact, or circumstance disclosed in any lettered paragraph of the Company Disclosure Letter shall be deemed to be a disclosure for purposes of each other lettered paragraph of the Company Disclosure Letter to the extent that it is reasonably apparent from the face of such disclosure that it would also qualify such other lettered paragraph. The inclusion of information in the Company Disclosure Letter shall not be construed as or constitute an admission or agreement that a violation, right of termination, default, Liability, or other obligation of any kind exists with respect to any item, nor shall it be construed as or constitute an admission or agreement that such information is material to any Person. In addition, matters reflected in the Company Disclosure Letter are not necessarily limited to matters required by this Agreement to be reflected in the Company Disclosure Letter. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Neither the specification of any dollar amount in any representation, warranty, or covenant contained in this Agreement nor the inclusion of any specific item in the Company Disclosure Letter is intended to imply that such amount, or higher or lower amounts, or the item so included or other items, are or are not material, and no Person shall use the fact of the setting forth of any such amount or the inclusion of any such item in any dispute or controversy between the parties as to whether any obligation, item or matter not described herein or included in the Company Disclosure Letter is or is not material for purposes of this Agreement. Furthermore, neither the specification of any item or matter in any representation, warranty, or covenant contained in this Agreement nor the inclusion of any specific item in the Company Disclosure Letter is intended to imply that such item or matter, or other items or matters, are or are not in the ordinary course of business, and no Person shall use the fact of setting forth or the inclusion of any such items or matter in any dispute or controversy between the parties as to whether any obligation, item, or matter not described herein or included in the Company Disclosure Letter is or is not in the ordinary course of business for purposes of this Agreement.

9.09 Counterparts. This Agreement may be executed in multiple counterparts (including by means of telecopied or electronically transmitted signature pages), all of which taken together shall constitute one and the same Agreement.

9.10 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by the parties hereto, as applicable, in accordance with their specific terms or were otherwise breached by the parties hereto, as applicable. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions, without any requirement to post or provide any bond or other security in connection therewith, to prevent breaches of this Agreement by any party hereto, as applicable, and to enforce specifically the terms and provisions hereof against the parties hereto, as applicable, this being in addition to any other remedy to which the parties hereto are entitled at law or in equity.

9.11 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person, other than the parties hereto or their respective successors and permitted assigns, any legal or equitable rights, remedies, or Liabilities under or by reason of this Agreement; provided, that the provisions of Sections 6.02 are intended to be for the benefit of the Persons covered thereby and may be enforced directly by such Persons.

9.12 GOVERNING LAW. THE INTERNAL LAW (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF DELAWARE SHALL GOVERN ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, AND INTERPRETATION OF THIS AGREEMENT AND THE PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT.

9.13 CONSENT TO JURISDICTION. SUBJECT TO THE PROVISIONS OF SECTION 1.12 (WHICH SHALL GOVERN ANY DISPUTE ARISING THEREUNDER), THE PARTIES AGREE THAT JURISDICTION AND VENUE IN ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY ANY PARTY IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE PERFORMANCE OF THE OBLIGATIONS IMPOSED HEREUNDER SHALL PROPERLY AND EXCLUSIVELY LIE IN ANY FEDERAL OR STATE COURT LOCATED IN THE STATE OF DELAWARE. EACH PARTY ALSO AGREES NOT TO BRING ANY SUIT, ACTION, OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE PERFORMANCE OF THE OBLIGATIONS IMPOSED HEREUNDER IN ANY OTHER COURT. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO ANY SUCH SUIT, ACTION, OR PROCEEDING. THE PARTIES IRREVOCABLY AGREE THAT VENUE WOULD BE PROPER IN SUCH COURT, AND HEREBY WAIVE ANY OBJECTION THAT ANY SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF SUCH SUIT, ACTION, OR PROCEEDING. THE PARTIES FURTHER AGREE THAT THE MAILING BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, OF ANY PROCESS REQUIRED BY ANY SUCH COURT SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST THEM, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT.

9.14 WAIVER OF JURY TRIAL. THE PARTIES TO THIS AGREEMENT EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN

EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

* * * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger on the date first written above.

THE BUYER:

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ W. Benjamin Moreland
Name: W. Benjamin Moreland
Its: President & Chief Executive Officer

THE MERGER SUB:

CROWN CASTLE NG ACQUISITIONS CORP.

By: /s/ W. Benjamin Moreland
Name: W. Benjamin Moreland
Its: President & Chief Executive Officer

THE COMPANY:

NEXTG NETWORKS, INC.

By: /s/ Steven Moskowitz
Name: Steven Moskowitz
Its: President & CEO

THE REPRESENTATIVE:

MADISON DEARBORN CAPITAL PARTNERS V-A, L.P.

By: Madison Dearborn Partners V-A&C, L.P.
Its: General Partner

By: Madison Dearborn Partners, LLC
Its: General Partner

By: /s/ Zaid F. Alsikafi
Name: Zaid F. Alsikafi
Its: Managing Director

Annex A

In this Agreement, unless the context requires otherwise, (a) words expressed in the singular number shall include the plural and vice versa, (b) words expressed in the masculine shall include the feminine and neuter gender and vice versa, (c) references to Articles, Sections, Exhibits, Annexes, and the preamble are references to articles, sections, exhibits, annexes and the preamble of this Agreement, (d) references to any Person shall include the successors and permitted assigns of such Person, (e) the word "will" shall be construed to have the same meaning and effect as the word "shall", (f) the word "or" shall not be exclusive, (g) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not simply mean "if", (h) references to "day" or "days" in the lower case are to calendar days, (i) references to "the date hereof" are to the date of this Agreement, (j) the words "hereof", "herein", "hereto", and "hereunder", and words of similar import, shall refer to this Agreement as a whole and not any particular provision of this Agreement, (k) references to this Agreement, any other Contract, or any Law shall be construed as a reference to this Agreement, such other Contract, or such Law as the same has been amended, modified, novated, varied, or supplemented from time to time in accordance with its terms, (l) references to any Law shall include all rules and regulations promulgated thereunder, (m) the terms "include", "includes", and "including" shall be deemed to be followed by "without limitation", whether or not they are in fact followed by such words or words of similar import, and (n) references to dollars or "$" are to United States dollars.

In this Agreement, the following terms have the meanings set forth below:

"Action" means any claim, action, suit, audit, assessment, arbitration, proceeding, or investigation by or before any mediator, arbitrator, or Governmental Entity.

"Adjusted Closing Consideration" shall have the meaning set forth in Section 1.12(f).

"Adjustment Amount" shall have the meaning set forth in the definition of "Escrow Amount" in this Annex A.

"Adjustment Calculation Time" means 11:59 p.m. (Eastern time) on the Business Day immediately prior to the Closing Date.

"Affiliate" means, with respect to any Person, any Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with such Person.

"Agreed Accounting Principles" means GAAP, applied in a manner consistent with the methodologies, practices, estimation techniques, assumptions, and principles used in the preparation of the Company Financial Statements; provided, that if there is any difference in the methodologies, practices, estimation techniques, assumptions, or principles in one portion of Company Financial Statements as compared to any other portion of the Company Financial Statements, the methodologies, practices, estimation techniques, assumptions, and principles used in the Latest Balance Sheet shall control to the extent they have been described to the Buyer in reasonable detail prior to the date hereof.

"Agreement" shall have the meaning set forth in the Preamble.

"Alternative Transaction" means any direct or indirect acquisition, in one transaction or a series of related transactions, including any merger, consolidation, tender offer, exchange offer, public offering, stock acquisition, asset acquisition, binding share exchange, business combination, recapitalization, liquidation, dissolution, joint venture or similar transaction, resulting in any Person or group of related Persons who are not currently stockholders of the Company (other than the Company, any Subsidiary of the Company, the Buyer, or the Merger Sub) acquiring (i) assets or businesses that constitute or represent 10% or more of the total revenue, net income, EBITDA, or assets of the Company and its Subsidiaries on a consolidated basis, or (ii) 10% or more of the outstanding shares of any class of capital stock of, or other equity or voting interests, in the Company, or any class of capital stock of, or other equity or voting interests in, any of the Company's Subsidiaries directly or indirectly holding, individually or taken together, the assets or businesses referred to in clause (i) above, in each case other than the transactions contemplated by this Agreement.

"Arbiter" means an independent and nationally-prominent accounting or valuation firm with expertise in disputes of the type contemplated by Section 1.12 and which is mutually-acceptable to the Buyer and the Representative; provided, that if the Buyer and the Representative are unable to agree on such a firm, they shall each nominate such a firm, and the two firms so nominated shall nominate a third such firm, with such third firm to serve as the Arbiter. Notwithstanding the foregoing, in the event that a dispute arising under Section 1.12 concerns the calculation of the amount set forth in clause (i) of the definition of the term Old Nodes Completion Amount, the Arbiter with respect to the portion of such dispute concerning such calculation shall be a mutually-acceptable industry expert knowledgeable in the matters contemplated by such clause, and if the parties are unable to agree on such an expert, such expert shall be chosen in the same manner as the foregoing valuation or accounting firm is chosen.

"Audited Financial Statements" shall have the meaning set forth in Section 4.07(a).

"Business Day" means any day, other than a Saturday, Sunday, or any other day on which banks located in New York, New York are authorized or required by applicable Law to be closed for business.

"Buyer" shall have the meaning set forth in the Preamble.

"Buyer Indemnitee" shall have the meaning set forth in Section 8.02(a).

"Buyer Material Adverse Effect" means any Effect that has had, or would reasonably be expected to have, a material adverse effect on the ability of the Buyer or the Merger Sub to consummate the Merger or the other transactions contemplated hereby.

"Capex Adjustment" means an amount equal to (i) the New Nodes Paid Amount minus (ii) the Old Nodes Completion Amount; provided, that the Capex Adjustment shall not exceed $50,000,000.00 without the prior written consent of the Buyer. The Capex Adjustment shall be added to the Closing Consideration if positive and subtracted from the Closing Consideration if negative.

"Cash" means cash and cash equivalents, as determined in accordance with the Agreed Accounting Principles.

"Certificate" means a certificate which immediately prior to the Effective Time represented any shares of Company Common Stock.

"Certificate of Merger" shall have the meaning set forth in Section 1.02.

"Closing" shall have the meaning set forth in Section 1.10.

"Closing Cash" means the Cash of the Company and its Subsidiaries on a consolidated basis as of the Adjustment Calculation Time.

"Closing Consideration" shall have the meaning set forth in Section 1.09(b).

"Closing Date" shall have the meaning set forth in Section 1.10.

"Closing Indebtedness" means the Indebtedness of the Company and its Subsidiaries on a consolidated basis as of the Adjustment Calculation Time. For purposes of calculating Closing Indebtedness, obligations of the type referred to in clause (iii) of the definition of Indebtedness shall be calculated on the basis of the amount that would be required to be recorded on a balance sheet prepared in accordance with the Agreed Accounting Principles in respect of such obligations.

"Closing Statement" shall have the meaning set forth in Section 1.12(a).

"Code" means the Internal Revenue Code of 1986.

"Company" shall have the meaning set forth in the Preamble.

"Company Common Stock" means the common stock, par value $0.01 per share, of the Company.

"Company Disclosure Letter" shall have the meaning set forth in Article IV.

"Company Equityholders" means holders of Company Common Stock and/or Company Options as of the Effective Time.

"Company Financial Statements" shall have the meaning set forth in Section 4.07(a).

"Company Intellectual Property" shall have the meaning set forth in Section 4.12(a).

"Company Material Adverse Effect" means any Effect that has had, or would reasonably be expected to have, a material adverse effect on the business, assets, financial condition, or results of operations of the Company and its Subsidiaries on a consolidated basis or on the ability of the Company to consummate the Merger or the other transactions contemplated hereby; provided, that none of the following shall be taken into account in determining whether there has been a Company Material Adverse Effect: (i) Effects arising from or relating to general business or economic conditions, whether or not affecting the industry in which the Company and its Subsidiaries operate; (ii) Effects arising from or relating to national or international political conditions, including the engagement by the United States in hostilities, or the escalation thereof, or the occurrence of any military or terrorist attack on the United States; (iii) Effects arising from or relating to any changes in financial, banking, securities, or commodities markets, including any disruptions thereof and any changes in any prices therein; (iv) Effects arising from or relating to any acquisition or business combination transaction entered into, consummated, or abandoned by any customer of the Company or any of its Subsidiaries or any other provider of wireless voice or data services in the United States; (v) changes in, or changes in interpretations of, GAAP or other applicable accounting rules, regulations, or pronouncements, and any Effects arising therefrom or related thereto; (vi) changes in, or changes in interpretations of, applicable Law, and any Effects arising therefrom or related thereto; (vii) any failure by the Company or any of its Subsidiaries to meet any projections or forecasts, or any other predictions of revenue or earnings, for any period, and any Effects arising therefrom or related thereto (provided, that the underlying cause for any such failure shall not be excluded by this clause (vii)); (viii) the announcement of the transactions contemplated hereby, and any Effects arising therefrom or related thereto (including any actions taken by customers, suppliers, or other business relations as a result thereof); (ix) the taking of any action by any Person which is required to be taken pursuant to the terms of this Agreement, and any Effects arising therefrom or related thereto; and (x) Effects arising from or relating to any violation or breach by the Buyer or the Merger Sub of this Agreement of which the Buyer has been provided written notice. Notwithstanding the foregoing, clauses (i), (ii), (iii), (v), and (vi) shall not exclude, and thus the determination of whether a Company Material Adverse Effect has occurred may include, Effects that have, or are reasonably expected to have, a disproportionately adverse effect on the Company and its Subsidiaries relative to other comparable companies in the same industry as the Company and its Subsidiaries.

"Company Material Contracts" shall have the meaning set forth in Section 4.11(a).

"Company Options" shall have the meaning set forth in Section 1.08.

"Confidentiality Agreement" shall have the meaning set forth in Section 3.02(a).

"Constituent Corporations" shall have the meaning set forth in the Preamble.

"Contract" shall mean any written agreement, arrangement, bond, commitment, contract, indenture, instrument, lease, or license.

"Control" shall mean, with respect to any Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract, or otherwise and the term "Controlled" has a meaning correlative with the foregoing.

"DAS Network" means distributed antenna systems designed to provide radio frequency transport for the distribution of radio frequency signals through fiber optic cable to remote antenna nodes. DAS Networks shall also include "fiber to the cell" projects entered into by the Company and its Subsidiaries in the ordinary course of their business in substantially the same manner as previously conducted.

"Delaware Corporation Law" means the Delaware General Corporation Law.

"Designated Contact" shall have the meaning set forth in Section 3.02(a)(ii).

"Dissenting Shares" shall have the meaning set forth in Section 1.07.

"D&O Insurance" shall have the meaning set forth in Section 6.02(b).

"Effect" means any change, effect, event, occurrence, or development.

"Effective Time" shall have the meaning set forth in Section 1.02.

"Employee" means any director, officer, employee or independent contractor of the Company or its Subsidiaries.

"Employee Benefits" shall have the meaning set forth in Section 6.03(c).

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Clean Water Act, and the Toxic Substances Control Act, and any other Laws or Orders imposing standards of conduct or otherwise relating to pollution or the protection of the environment, natural resources, endangered or threatened species or biota, or human health and safety.

"ERISA" shall have the meaning set forth in Section 4.16(a).

"Escrow Account" shall have the meaning set forth in Section 1.10(d).

"Escrow Agent" means the escrow agent to be mutually agreed upon by the Buyer and the Representative and party to the Escrow Agreement.

"Escrow Agreement" shall have the meaning set forth in Section 1.10(d).

"Escrow Amount" means an amount equal to (i) $30,000,000.00 (the "Malibu Amount"), plus (ii) in the event any Shareholder Actions are initiated prior to the Closing, an amount (the "Shareholder Amount") equal to (A) $1,000,000.00, plus (B) one hundred fifty percent (150%) of the consideration otherwise payable pursuant to the terms of this Agreement to the Company Equityholders bringing such Shareholder Actions, plus (iii) in the event any Pre-Closing Income Tax Audit is initiated prior to the Closing, $8,000,000.00 (the "Pre-Closing Tax Amount"), plus (iv) $10,000,000.00 (the "Adjustment Amount"). The Escrow Amount is subject to reduction as set forth in Section 8.07.

"Estimated Closing Consideration" shall have the meaning set forth in Section 1.09(b).

"Financing" shall have the meaning set forth in Section 3.02(b).

"Financing Sources" means any entities that commit to provide or otherwise enter into agreements to assist the Buyer in connection with any financing proposed to be provided to or for the benefit of the Buyer in connection with the consummation of the transactions contemplated by this Agreement, including the parties to any underwriting group or financing commitment and any joinder agreements or credit agreements relating thereto.

"GAAP" means United States generally accepted accounting principles.

"Governmental Entity" means any government, governmental agency, department, bureau, office, commission, authority, instrumentality, court of competent jurisdiction, or self-regulatory organization, in each case whether foreign, federal, state, or local.

"Governmental Filings" shall have the meaning set forth in Section 3.03(a).

"Hazardous Materials" means (i) any petroleum or petroleum products, radioactive materials or wastes, asbestos in any form, urea formaldehyde foam insulation and polychlorinated biphenyls; and (ii) any other chemical, material, substance or waste that is regulated under any Environmental Law.

"HSR Act" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Income Taxes" means any Tax imposed on or with respect to income by the U.S. or any state thereof.

"Indebtedness" means, without duplication, (i) any obligations for borrowed money or for the deferred purchase price of property or services (including earn-outs but excluding accounts payable or other trade payables), (ii) any obligations evidenced by any note, bond, debenture, or other similar instrument, (iii) any obligations under leases or other Contracts which are required to be capitalized in accordance with the Agreed Accounting Principles, (iv) any obligations to reimburse the issuer thereof for any amount actually funded under any letter of credit, banker's acceptance, or other similar credit transaction, (v) any obligations under any interest rate protection, currency protection, or commodity hedging Contract (including any swaps, forward contracts, caps, floors, collars and similar Contracts), (vi) any obligations of other Persons secured by any Lien on any property or asset of the Company or any of its Subsidiaries, whether or not such obligation is assumed by the Company or any of its Subsidiaries, and (vii) any guarantees issued in respect of obligations described in clauses (i)-(vi) above of any other Person, together in each case with accrued and unpaid interest thereon, and any premiums, fees, expenses, and other amounts due in connection therewith.

"Indemnified Action" means any Malibu Action, any Shareholder Action, or any Pre-Closing Income Tax Audit.

"Intellectual Property" means all of the following in any jurisdiction throughout the world, (i) patents, patent applications, patent disclosures and inventions, (ii) Internet domain names, trademarks, service marks, trade names, logos and corporate names and registrations and applications for registration thereof, (iii) copyrights and copyrightable works and registrations and applications for registration thereof, (iv) computer software (including source code and executable code), data, data bases and documentation thereof, (v) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information), (vi) all other proprietary property rights, (vii) goodwill associated with any of the foregoing, and (viii) copies and tangible embodiments thereof (in whatever form or medium).

"Interim Financial Statements" shall have the meaning set forth in Section 4.07(a).

"Latest Balance Sheet" shall have the meaning set forth in Section 4.07(a).

"Law" means any statute, law (including common law), ordinance, rule, regulation, or treaty of any Governmental Entity.

"Lead Party" means the Representative, unless and until the Losses which may be incurred as a result of all Indemnified Actions are reasonably expected to exceed, either individually or in the aggregate with all other unpaid claims for indemnification pursuant to Section 8.02(a), an amount equal to one hundred fifty percent (150%) of the amount then remaining in the Escrow Account, in which case the Lead Party shall be a Buyer Indemnitee.

"Letter of Transmittal" shall have the meaning set forth in Section 1.11(a).

"Liability" means liabilities or obligations of any type or nature, and whether accrued or unaccrued, absolute, contingent, liquidated or unliquidated, or otherwise.

"Liens" means any claim, charge, covenant, easement, encumbrance, pledge, security interest, lien, mortgage, deed of trust, or other restriction on title or transfer.

"Loss" means any loss, Liability, Tax, assessment, damage, claim, cost, or expense (including interest, penalties, fines, and reasonable and documented expenses incurred in connection with the defense of any Action, including attorneys', experts', and other advisors' fees and expenses).

"MAE Condition" means (i) a Company Material Adverse Effect or (ii) a material adverse effect on the business, assets, financial condition, or results of operations of the Buyer and its Subsidiaries on a consolidated basis of such materiality that, if such material adverse effect were to have occurred on the Company and its Subsidiaries on a consolidated basis, instead of the Buyer and its Subsidiaries on a consolidated basis, would constitute a Company Material Adverse Effect).

"MAE Order" means any Order proposed or requested by a Governmental Entity relating to the efforts undertaken by the Buyer and the Merger Sub pursuant to Section 3.03(c) and which would reasonably be expected to result in an MAE Condition.

"Malibu Action" means any Action pending against the Company or any of its Subsidiaries as of the date hereof and any Action first initiated against the Company or any of its Subsidiaries prior to the Closing Date, in each case which arises out of the fire that occurred in October of 2007 in Malibu Canyon following the toppling in high winds of three (3) utility poles on which the Company and its Subsidiaries had attached equipment.

"Malibu Amount" shall have the meaning set forth in the definition of "Escrow Amount" in this Annex A.

"Majority Holders" shall have the meaning set forth in Section 6.09(a).

"Material Permits" has the meaning given to such term in Section 4.15(b).

"Merger" shall have the meaning set forth in the Recitals.

"Merger Sub" shall have the meaning set forth in the Preamble.

"Merger Sub Common Stock" means the common stock, par value $0.01 per share, of the Merger Sub.

"New Nodes" means DAS Networks first ordered by the customer thereof from the Company or one of its Subsidiaries after June 30, 2011. Section A-1 of the Company Disclosure Letter sets forth a correct and complete list of the New Nodes as of the date hereof.

"New Nodes Bill Amount" means an amount equal to (i) the aggregate amount billed to customers of the Company and its Subsidiaries by them prior to the Adjustment Calculation Time in connection with amounts required to be paid by such customers to fund capital expenditures made by the Company or any of its Subsidiaries in connection with the construction of New Nodes, minus (ii) all accounts receivable of the Company and its Subsidiaries on a consolidated basis in respect of any such amounts billed outstanding as of the Adjustment Calculation Time.

"New Nodes Cost Amount" means an amount equal to (i) all capital expenditures made by the Company and its Subsidiaries on a consolidated basis after June 30, 2011 and prior to the Adjustment Calculation Time in order to construct New Nodes, minus (ii) all accounts payable and accrued liabilities of the Company and its Subsidiaries on a consolidated basis in respect of any such capital expenditures outstanding as of the Adjustment Calculation Time.

"New Nodes Paid Amount" means an amount equal to (i) the New Nodes Cost Amount, minus (ii) the New Nodes Bill Amount.

"New Plans" shall have the meaning set forth in Section 6.03(b).

"Nodes" means remote antenna nodes which are part of a DAS Network.

"Notice of Disagreement" shall have the meaning set forth in Section 1.12(c).

"Old Nodes" means DAS Networks first ordered by the customer thereof from the Company or one of its Subsidiaries on or prior to June 30, 2011. Section A-2 of the Company Disclosure Letter sets forth a correct and complete list of the Old Nodes as of the date hereof.

"Old Nodes Completion Amount" means an amount equal to (i) all capital expenditures required to be made by the Company and its Subsidiaries on a consolidated basis from and after the Adjustment Calculation Time in order to complete construction of the Old Nodes, plus (without duplication) (ii) all accounts payable and accrued liabilities of the Company and its Subsidiaries on a consolidated basis in respect of any capital expenditures relating to the Old Nodes outstanding as of the Adjustment Calculation Time, minus (iii) the aggregate amount (whether or not any such amount is reflected in accounts receivable) to be received from customers of the Company and its Subsidiaries by them from and after the Adjustment Calculation Time in complete satisfaction of the obligations of such customers to fund capital expenditures made by the Company or any of its Subsidiaries in connection with the construction of Old Nodes (as determined in accordance with the applicable Contract (including any applicable course of dealing arrangements) to which the Company or one of its Subsidiaries is a party). With respect to the calculation in clause (i), the Company shall include its good faith calculation of such amount in its preparation of the materials related to the Estimated Closing

Consideration, the Buyer shall include its good faith calculation of such amount in its preparation of the materials related to the Closing Statement, and, if it is the subject of any Notice of Disagreement, the Representative shall include its good faith calculation of such amount in such Notice of Disagreement.

"Old Plans" shall have the meaning set forth in Section 6.03(b).

"On-Air DAS Networks" means DAS Networks (i) ready to accept a signal source and be tested and optimized as part of a carrier's network, or (ii) accepting signals and which have been tested and optimized as part of a carrier's network, in each case as of June 30, 2011.

"On-Air Nodes" means Nodes which are part of an On-Air DAS Network.

"Option Exercise Proceeds" means the aggregate proceeds which would be receivable by the Company upon the exercise of all Company Options immediately prior to the Effective Time.

"Order" means any judgment, order, injunction, decree, or writ of any Governmental Entity.

"Organizational Documents" means, for any Person, the certificate of incorporation and by-laws of such Person, or the equivalent constituent documents with respect to Persons that are not corporations.

"Outside Date" shall have the meaning set forth in Section 7.01(c).

"Paying Agent" means an independent and nationally-prominent bank or trust company reasonably acceptable to the Company and designated by the Buyer prior to the Effective Time to act as agent for the payment of the Per Share Price pursuant to Section 1.11(b).

"Percentage Interest" means, with respect to any Company Equityholder, the percentage determined by dividing (a) the sum of (i) the aggregate number of shares of Company Common Stock held by such Company Equityholder as of immediately prior to the Effective Time (if any), plus (ii) the aggregate number of shares of Company Common Stock issuable upon exercise of all Company Options outstanding and held by such Company Equityholder as of immediately prior to the Effective Time (if any), assuming all such Company Options were exercised in full, by (b) the Total Shares. The aggregate sum of all Percentage Interests shall equal 100%.

"Permits" shall have the meaning set forth in Section 4.15(b).

"Permitted Liens" means, (i) Liens for Taxes, assessments and governmental charges or levies not yet due and payable or that are being contested in good faith and by appropriate proceedings, (ii) mechanics, carriers', workmen's, repairmen's, materialmen's or other Liens that secure amounts not yet due and payable or that are being contested in good faith and by appropriate proceedings, (iii) pledges or deposits to secure obligations under workers' compensation or other similar Laws or to secure public or statutory obligations, (iv) pledges and deposits to secure the performance of bids, trade Contracts, leases, surety and appeal bonds, performance bonds, and other similar obligations, (v) recorded easements, covenants, rights of way, and other similar restrictions, (vi) unrecorded easements, covenants, rights of way, and other similar restrictions that do not adversely affect in any material respect the current use of the applicable property, (vii) zoning and building codes and Laws and other similar restrictions, and (viii) any other Liens that are not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

"Per Share Adjustment Distribution" shall have the meaning set forth in Section 1.12(g).

"Per Share Escrow Distribution" shall have the meaning set forth in Section 8.06(d).

"Per Share Representative Amount Distribution" shall have the meaning set forth in Section 6.09(e).

"Per Share Price" shall have the meaning set forth in Section 1.09(a).

"Person" means any individual, partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, unincorporated organization, or Governmental Entity.

"Plans" shall have the meaning set forth in Section 4.16(a).

"Pre-Closing Income Tax Audit" means any audit by a Governmental Entity charged with enforcing Taxes that is (i) with respect to Income Taxes of the Company or any Subsidiary, (ii) with respect to a Pre-Closing Tax Period, and (ii) initiated by such Governmental Entity in writing and such written notice is received by the Company or any of its Subsidiaries prior to the Closing Date. For purposes of this Agreement, a Pre-Closing Income Tax Audit shall also include any judicial or other proceedings that directly result from an audit that meets the requirements of the previous sentence and is with respect to the same Pre-Closing Tax Period as the Pre-Closing Income Tax Audit commenced prior to the Closing.

"Pre-Closing Indemnifiable Taxes" means all Income Taxes (or the non-payment thereof) of the Company and its Subsidiaries for all taxable periods ending on or before the Closing Date and the portion through the end of the Closing Date for any taxable period that includes (but does not end on) the Closing Date (each a "Pre-Closing Tax Period"), but solely to the extent that such Income Taxes are imposed with respect to such period or periods as a direct result of and in connection with a Pre-Closing Income Tax Audit.

"Pre-Closing Service" shall have the meaning set forth in Section 6.03(b).

"Pre-Closing Tax Amount" shall have the meaning set forth in the definition of "Escrow Amount" in this Annex A.

"Release" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or within any building, facility, or fixture.

"Representative" shall have the meaning set forth in Section 6.09(a).

"Representative Amount" means $5,000,000.00.

"Requisite Stockholder Approval" means the approval of at least a majority of the outstanding shares of Company Common Stock.

"Secondary Party" means, with respect to any given Indemnified Action, (i) the Representative if a Buyer Indemnitee is the Lead Party and (ii) a Buyer Indemnitee if the Representative is the Lead Party.

"Securities Act" means the Securities Act of 1933.

"Seller Group" shall have the meaning set forth in Section 6.10.

"Shareholder Action" means any Action pending against the Company or any of its Subsidiaries as of the date hereof and any Action first initiated against the Company or any of its Subsidiaries prior to the Closing Date, in each case which involves (i) the assertion by any Person of appraisal, dissent, or similar rights under the Delaware Corporation Law (including in respect of any Dissenting Shares), (ii) any claims by any Person for breach of fiduciary duties owed by an officer, director, or securityholder of the Company to the Company or any of its Subsidiaries or to any securityholder of the Company and resulting from actions taken (or omitted to be taken) prior to or in connection with consummation of the Merger, or (iii) any claims by any Company Equityholder against the Representative and for which the Company or any of its Subsidiaries may be Liable.

"Shareholder Amount" shall have the meaning set forth in the definition of "Escrow Amount" in this Annex A.

"Straddle Period" shall have the meaning set forth in Section 8.05(a).

"Subsidiary" means, with respect to any Person, any partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, or unincorporated organization of which (i) if a corporation, a majority of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a business entity other than a corporation, a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a business entity other than a corporation if such Person or Persons shall be allocated a majority of gains or losses or shall be or Control the general partner or other managing Person of such business entity.

"Surviving Corporation" shall have the meaning set forth in Section 1.01.

"Taxes" means any foreign, federal, state, or local income, gross receipts, payroll, employment, excise, severance, stamp, customs duties, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, real property, personal property, sales, use, transfer, value added, alternative or add-on minimum tax, including any interest, penalties or additions to Tax or additional amounts in respect of the foregoing.

"Tax Returns" means any return, report, information return, or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Total Shares" means the total number of shares of Company Common Stock issued and outstanding as of the Effective Time plus the total number of shares of Company Common Stock issuable upon exercise of all Company Options outstanding as of the Effective Time.

"Transaction Expenses" means the out-of-pocket fees and expenses of the Company and its Subsidiaries incurred in connection with the transactions contemplated hereby, in each case to the extent unpaid as of the Closing.

"Transfer Taxes" shall have the meaning set forth in Section 6.06.

EXHIBIT 11

CROWN CASTLE INTERNATIONAL CORP.
COMPUTATION OF NET INCOME (LOSS)
PER COMMON SHARE
(IN THOUSANDS OF DOLLARS, EXCEPT PER SHARE AMOUNTS)

	Years Ended December 31,				
	2011	2010	2009	2008	2007
Income (loss) from continuing operations attributable to CCIC stockholders	$ 171,077	$ (310,940)	$ (114,332)	$ (48,858)	$ (222,813)
Dividends on preferred stock and losses on purchases of preferred stock	(22,940)	(20,806)	(20,806)	(20,806)	(20,805)
Income (loss) from continuing operations attributable to CCIC stockholders after deduction of dividends on preferred stock and losses on purchases of preferred stock for basic and diluted computations	148,137	(331,746)	(135,138)	(69,664)	(243,618)
Income (loss) from discontinued operations attributable to CCIC stockholders	—	—	—	—	—
Net income (loss) attributable to CCIC stockholders after deduction of dividends on preferred stock and losses on purchases of preferred stock for basic and diluted computations	$ 148,137	$ (331,746)	$ (135,138)	$ (69,664)	$ (243,618)
Weighted-average number of common shares outstanding during the period for basic and diluted computations (in thousands)	283,821	286,764	286,622	282,007	279,937
Per common share-basic and diluted:					
Income (loss) from continuing operations attributable to CCIC stockholders	$ 0.52	$ (1.16)	$ (0.47)	$ (0.25)	$ (0.87)
Income (loss) from discontinued operations attributable to CCIC stockholders	—	—	—	—	—
Net income (loss)	$ 0.52	$ (1.16)	$ (0.47)	$ (0.25)	$ (0.87)

EXHIBIT 12

CROWN CASTLE INTERNATIONAL CORP.
COMPUTATION OF RATIOS OF EARNINGS TO FIXED CHARGES AND
EARNINGS TO COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDENDS
(DOLLARS IN THOUSANDS)

	Years Ended December 31,				
	2011	**2010**	**2009**	**2008**	**2007**
Computation of earnings:					
Income (loss) before income taxes	$ 179,807	$ (338,105)	$ (190,523)	$ (153,219)	$ (317,003)
Add:					
Fixed charges (as computed below)	620,871	600,295	551,288	458,477	454,731
Subtract:					
Interest capitalized	(265)	—	—	—	(1,406)
	$ 800,413	$ 262,190	$ 360,765	$ 305,258	$ 136,322
Computation of fixed charges and combined fixed charges and preferred stock dividends and losses on purchases of preferred stock:					
Interest expense	$ 404,968	$ 406,222	$ 386,447	$ 332,058	$ 329,610
Amortized premiums, discounts and capitalized interest expense related to indebtedness	102,883	84,047	59,435	22,056	20,649
Interest capitalized	265	—	—	—	1,406
Interest component of operating lease expense	112,755	110,026	105,406	104,363	103,066
Fixed charges	620,871	600,295	551,288	458,477	454,731
Dividends on preferred stock and losses on purchases of preferred stock	22,940	20,806	20,806	20,806	20,805
Combined fixed charges and preferred stock dividends and losses on purchases of preferred stock	$ 643,811	$ 621,101	$ 572,094	$ 479,283	$ 475,536
Ratio of earnings to fixed charges	1.3	—	—	—	—
(Deficiency) excess of earnings to cover fixed charges	$ 179,542	$ (338,105)	$ (190,523)	$ (153,219)	$ (318,409)
Ratio of earnings to combined fixed charges and preferred stock dividends and losses on purchases of preferred stock	1.2	—	—	—	—
(Deficiency) excess of earnings to cover combined fixed charges and preferred stock dividends and losses on purchases of preferred stock	$ 156,602	$ (358,911)	$ (211,329)	$ (174,025)	$ (339,214)

EXHIBIT 21

CROWN CASTLE INTERNATIONAL CORP. SUBSIDIARIES

Subsidiary	Jurisdiction of Incorporation
CC Holdings GS V LLC	Delaware
CC Towers Guarantor LLC	Delaware
CC Towers Holding LLC	Delaware
CCGS Holdings Corp.	Delaware
Crown Atlantic Company LLC	Delaware
Crown Castle Atlantic LLC	Delaware
Crown Castle Australia Holdings Pty Limited	Australia
Crown Castle Australia Pty Ltd	Australia
Crown Castle CA Corp.	Delaware
Crown Castle GT Company LLC	Delaware
Crown Castle GT Corp.	Delaware
Crown Castle GT Holding Sub LLC	Delaware
Crown Castle MU LLC	Delaware
Crown Castle Operating Company	Delaware
Crown Castle Operating LLC	Delaware
Crown Castle PT Inc.	Delaware
Crown Castle Solutions Corp.	Delaware
Crown Castle South LLC	Delaware
Crown Castle Towers 06-2 LLC	Delaware
Crown Castle Towers LLC	Delaware
Crown Castle USA Inc.	Pennsylvania
Crown Communication LLC (f/k/a Crown Communication Inc. d/b/a/ Crown Communications and CrownCom)	Delaware
Global Signal Acquisitions II LLC	Delaware
Global Signal Acquisitions III LLC	Delaware
Global Signal Acquisitions IV LLC	Delaware
Global Signal GP LLC	Delaware
Global Signal Holdings III LLC	Delaware
Global Signal Operating Partnership, L.P.	Delaware
MW Cell REIT 1 LLC	Delaware
NewPath Networks, Inc.	Delaware
Pinnacle Towers Acquisition LLC	Delaware
Pinnacle Towers Acquisitions Holdings LLC	Delaware
Pinnacle Towers LLC	Delaware
WCP Wireless Site RE Funding LLC	Delaware
WCP Wireless Site RE Holdco LLC	Delaware

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Crown Castle International Corp.:

We consent to the incorporation by reference in the registration statements (Nos. 333-67379, 333-101008, 333-118659 and 333-163843) on Form S-8, the registration statements (Nos. 333-94821, 333-41106, and 333-106728) on Form S-3, and the registration statements (Nos. 333-139953, 333-140452, and 333-156781) on Form S-3 ASR of Crown Castle International Corp. of our reports dated February 15, 2011, with respect to the consolidated balance sheets of Crown Castle International Corp. as of December 31, 2011 and 2010, and the related consolidated statements of operations and comprehensive income (loss), cash flows, and equity for each of the years in the three-year period ended December 31, 2011, and the related financial statement schedule, and the effectiveness of internal control over financial reporting as of December 31, 2011, which reports appear in the December 31, 2011 annual report on Form 10-K of Crown Castle International Corp.

/s/ PricewaterhouseCoopers LLP

Pittsburgh, Pennsylvania
February 13, 2012

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Crown Castle International Corp.:

We consent to the incorporation by reference in the registration statements (Nos. 333-67379, 333-101008, 333-118659 and 333-163843) on Form S-8, the registration statements (Nos. 333-94821, 333-41106, and 333-106728) on Form S-3, and the registration statements (Nos. 333-139953, 333-140452, and 333-156781) on Form S-3 ASR of Crown Castle International Corp. of our report dated February 15, 2011, with respect to the consolidated balance sheet of Crown Castle International Corp. as of December 31, 2010, and the related consolidated statements of operations and comprehensive income (loss), cash flows, and redeemable convertible preferred stock and equity for each of the years in the two-year period ended December 31, 2010, and the related financial statement schedule for 2010 and 2009, which report appears in the December 31, 2011 annual report on Form 10-K of Crown Castle International Corp.

/s/ KPMG LLP

Pittsburgh, Pennsylvania
February 13, 2012

Exhibit 31.1

Certification
For the Year Ended December 31, 2011

I, W. Benjamin Moreland, certify that:

1. I have reviewed this annual report on Form 10-K of Crown Castle International Corp. (“registrant”);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 13, 2012

/s/ W. Benjamin Moreland

W. Benjamin Moreland
President and Chief Executive Officer

Exhibit 31.2

Certification
For the Year Ended December 31, 2011

I, Jay A. Brown, certify that:

1. I have reviewed this annual report on Form 10-K of Crown Castle International Corp. (“registrant”);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 13, 2012

/s/ Jay A. Brown

Jay A. Brown

Senior Vice President, Chief Financial Officer
and Treasurer

Exhibit 32.1

Certification Pursuant to
18 U.S.C. Section 1350
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report on Form 10-K of Crown Castle International Corp., a Delaware Corporation (“Company”), for the period ending December 31, 2011 as filed with the Securities and Exchange Commission on the date hereof (“Report”), each of the undersigned officers of the Company hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of such officer's knowledge:

1) the Report complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of December 31, 2011 (the last date of the period covered by the Report).

/s/ W. Benjamin Moreland
W. Benjamin Moreland
President and Chief Executive Officer
February 13, 2012

/s/ Jay A. Brown
Jay A. Brown
Senior Vice President, Chief Financial Officer
and Treasurer
February 13, 2012

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to Crown Castle International Corp. and will be retained by Crown Castle International Corp. and furnished to the Securities and Exchange Commission or its staff upon request.