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PINNACLE TOWERS V INC.

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Amended & Restated

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**THIRD AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF**

PINNACLE TOWERS V INC.

Pursuant to Sections 607.1003, 607.1006 and 607.1007 of the
Florida Business Corporation Act

The present name of the corporation is Pinnacle Towers V Inc. The corporation was incorporated by the filing of its original Articles of Incorporation with the Secretary of State of the State of Florida on September 1, 2000, as amended and restated by the Amended and Restated Articles of Incorporation filed with Secretary of State of the State of Florida on February 2, 2004, as further amended and restated by the Second Amended and Restated Articles of Incorporation filed with Secretary of State of the State of Florida on February 28, 2006. These Third Amended and Restated Articles of Incorporation of the corporation, which both restate and further amend the provisions of the corporation's Second Amended and Restated Articles of Incorporation, as heretofore amended and restated, were duly adopted in accordance with the provisions of Sections 607.1003, 607.1006 and 607.1007 of the Florida Business Corporation Act and by the written consent of its sole shareholder in accordance with Section 607.1003 of the Florida Business Corporation Act. The Third Amended and Restated Articles of Incorporation of the corporation are hereby amended and restated to read in its entirety as follows:

FIRST: The name of this corporation is Pinnacle Towers V Inc. (hereinafter called the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Florida is 1200 South Pine Island Road, Plantation, Florida 33324. The name of its registered agent at such address is CT Corporation System.

The current business address of the Corporation is 1220 Augusta Drive, Suite 500, Houston, Texas 77057.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation are solely limited to the following:

(a) to own, lease and manage wireless communications sites and equipment, inventory, systems, software and other assets incidental to or necessary or convenient for the operation thereof, either directly or through any subsidiaries of the Corporation;

(b) to acquire and/or dispose of wireless communications sites and/or any rights therein (including ownership, management, easement, lease and sublease rights), and/or equipment, inventory, systems, software and other assets incidental to or necessary or convenient for the operation thereof;

(c) to contract with Crown Castle USA Inc., or any successor thereto, or any other manager or service provider, for the leasing, management, operation and maintenance of wireless communications sites owned, leased and managed by the Corporation or the performance of other services relating thereto;

(d) to enter into and perform under leases, licenses and similar contracts with third parties in relation to the wireless communication sites owned, leased and managed by the Corporation and to perform the obligations of the Corporation thereunder;

(e) to enter into and perform under subleases, management agreements and other contracts pursuant to which the Corporation manages wireless communication sites owned by third parties;

(f) to enter into the Indenture and/or loan agreements and/or issue and sell bonds, notes, debt or equity securities, obligations, and other securities and instruments to finance its activities, to pledge any and all of its properties in connection with the foregoing, and to enter into, perform under and comply with any guaranty or agreements incidental or necessary thereto;

(g) to obtain any licenses, consents, authorizations or approvals from any federal, state or local governmental authority, including but not limited to the Federal Communications Commission and the Federal Aviation Administration, incidental to or necessary or convenient for the conduct of its business;

(h) to own subsidiaries of the Corporation engaged in activities of the type described in this Third Article;

(i) notwithstanding any provision to the contrary contained in this Agreement, the Corporation has the power and authority to conduct its business as described in the Offering Memorandum;

(j) to engage in any lawful act or activity and to exercise any powers permitted to corporations organized under the Florida Business Corporation Act that, in either case, are incidental to and necessary or convenient for the accomplishment of the above-mentioned purposes; and

(k) to enter into, deliver and perform any obligations under the Indenture or related documents, and any document, agreement, certificate or financing statement relating thereto.

FOURTH: The total number of shares of all classes of stock that the Corporation is authorized to issue is Five Million (5,000,000) shares, consisting of:

(1) 2,000,000 shares of voting common stock, \$0.001 par value per share ("Voting Common Stock");

(1) 2,000,000 shares of nonvoting common stock, \$0.001 par value per share ("Nonvoting Common Stock"); and

(2) 1,000,000 shares of preferred stock, \$0.001 par value per share ("Preferred Stock").

Shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation is hereby expressly authorized, by resolution or resolutions thereof, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers (if any) of the shares of such series, and the preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of the shares of such series, and to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series after the issuance of shares of that series. If the number of shares of any series is so decreased, then the shares constituting such reduction will resume the status which such shares had prior to the adoption of the resolution originally fixing the number of shares of such series.

FIFTH: In furtherance and not in limitation of the powers conferred by statute, the Corporation's Board of Directors is expressly authorized to alter, amend, repeal or adopt the By-Laws of the Corporation; provided, however, that subject to applicable law, any such alteration, amendment, repeal or adoption that relates to or affects in any way the criteria for, qualifications of, or requirement that the Corporation maintain at least two "Independent Directors" (as such term is defined in the Seventh Article), must receive the prior affirmative vote or written consent of all of the members of the Board of Directors of the Corporation, without any vacancies (including the Independent Directors).

SIXTH: Elections of directors need not be by written ballot unless, and to the extent, so provided in the Corporation's By-Laws.

SEVENTH: The Corporation shall at all times (except as noted hereafter in the event of death, incapacity, resignation or removal) have at least two directors (each, an "Independent Director") each of whom is not and has not been at any time for at least the five year period preceding his or her date of appointment (i) a shareholder, director (other than as an independent director/member), officer, employee, partner, attorney or counsel of any Affiliate of the Corporation (except that such individual may be an independent director of any Affiliate of the foregoing) or a direct or indirect legal or beneficial owner in any Affiliate, (ii) a customer, creditor, manager, contractor, supplier or other Person who derives any of its purchases or revenues from its activities with the Corporation or any of its Affiliates (other than a company that provides professional independent directors and which also may provide other ancillary corporate, partnership, company or trust services to the Corporation or its Affiliates in the ordinary course of its business), (iii) a Person or other entity controlling directly or indirectly or under common control with any such Affiliate or shareholder, partner, customer, creditor, manager, contractor, supplier, employee, officer, director or other Person or (iv) a member of the immediate

family of any such Affiliate or shareholder, partner, customer, creditor, manager, contractor, supplier, employee, officer, director or other Person. In the event of the death, incapacity, resignation or removal of any Independent Director, the Board of Directors shall promptly make such appointment as is necessary to assure the continued service on the Board of Directors of at least two directors that meet the qualifications of, and serve as, an Independent Directors. The Board of Directors shall not vote on any matter requiring the vote of an Independent Director under these Third Amended and Restated Articles of Incorporation unless at least two Independent Directors are then serving on the Board.

Whenever used in these Third Amended and Restated Articles of Incorporation, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"Affiliate" means in relation to any Person, any other Person: (i) directly or indirectly controlling, controlled by, or under common control with, the first Person; (ii) directly or indirectly owning or holding fifty percent (50%) or more of any equity interest in the first Person; or (iii) fifty percent (50%) or more of whose voting stock or other equity interest is directly or indirectly owned or held by the first Person. Further, the Affiliates of any Person that is an entity shall include all natural persons who are officers, agents, directors, members, partners, or employees of the entity Person.

"control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise.

"Indenture" means the indenture dated as of April 30, 2009 by and among, CC Holdings GS V LLC and Crown Castle GS III Corp., as issuers, the Company and the other entities party thereto as "Guarantors" and the Bank of New York Mellon Trust Company, N.A., as initial "Trustee" as amended, supplemented or otherwise modified from time to time, and any indenture or agreement entered into in connection with the refinancing thereof.

"Notes" means any notes issued pursuant to the Indenture.

"Offering Memorandum" shall mean the offering memorandum dated April 15, 2009 prepared in connection with the offering of the Notes.

"Person" means and includes natural persons, corporations, limited liability companies, limited partnerships, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof and their respective permitted successors and assigns (or in the case of a governmental Person, the successor functional equivalent of such Person).

EIGHTH: To the extent permitted under the Florida Business Corporation Act as the same exists or may hereafter be amended, none of the Corporation's directors shall be

liable to the Corporation or its shareholders for monetary damages as a result of breaching any fiduciary duty as a director. Any repeal or modification of this Eighth Article by the Corporation's shareholders shall be prospective only, and shall not adversely affect any limitation on the personal liability of any director of the Corporation existing at the time of such repeal or modification.

NINTH: Subject to the limitations in the Seventh Article, to the extent permitted by applicable law, any person (including, but not limited to, shareholders, directors, officers and employees of the Corporation or any affiliate of the Corporation) may engage in or possess an interest in other business ventures of every nature and description, independently or with others, whether such ventures are competitive with the Corporation or otherwise, and the Corporation shall not have any right in or to such independent ventures or to the income or profits derived therefrom.

TENTH: Notwithstanding any other provision of these Third Amended and Restated Articles of Incorporation, but subject to applicable law, the Corporation shall not do any of the following:

(a) engage in any business or activity other than as set forth in the Third Article hereof;

(b) without the affirmative vote of all of the members of the Board of Directors of the Corporation, without any vacancies (which must include the affirmative vote of all Independent Directors then serving), (i) to the fullest extent permitted by law, dissolve or liquidate, in whole or in part, or institute proceedings to be adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against it, (iii) file a petition seeking or consent to reorganization or relief under any applicable federal or state law relating to bankruptcy or insolvency, (iv) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of its property, (v) make a general assignment for the benefit of creditors, (vi) admit in writing its inability to pay its debts generally as they become due or (vii) take any corporate action in furtherance of the actions set forth in clauses (i) through (vi) of this paragraph; or

(c) without the affirmative vote of all of the members of the Board of Directors of the Corporation, without any vacancies (which must include the affirmative vote of all Independent Directors then serving) to the fullest extent permitted by law, merge with any other corporation, company or entity or, except to the extent contemplated by the Third Article hereof, sell all or substantially all of its assets or acquire all or substantially all of the assets or capital stock or other ownership interest of any other corporation, company or entity.

Subject to applicable law, when voting on whether the Corporation will take any action described in paragraph (b) above, each director shall owe its primary fiduciary duty or other obligation to the Corporation (including, without limitation, the Corporation's creditors to the extent permitted by law). Every shareholder of the

Corporation shall be deemed to have consented to the foregoing by virtue of such shareholder's consent to these Third Amended and Restated Articles of Incorporation.

ELEVENTH: The Corporation shall ensure at all times that (a) it will not enter into any contract or agreement with any Affiliate that is not a subsidiary of the Corporation (all such Affiliates that are not subsidiaries of the Corporation being members of the "Parent Group") except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than such Affiliate, (b) it will not incur any debt except as permitted by the Third Article hereof ("Permitted Debt"); (c) it will not pledge its assets or make any loan or advances to any member of the Parent Group or any other Person and will not acquire obligations or securities of any of member of the Parent Group; (d) it will pay its own liabilities, indebtedness and obligations from its own separate assets as the same shall become due; (e) it will maintain books and records and bank accounts separate from those of the Parent Group and any other Person and will maintain separate financial statements, except that it may also be included in consolidated financial statements of its Affiliates; (f) it will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other Person (including any member of the Parent Group), and not as a department or division of any Person and will correct any known misunderstandings regarding its existence as a separate legal entity; (g) it will pay the salaries of its own employees, if any, and maintain a sufficient number of employees in light of its contemplated business operations (it being understood that the Company will obtain administrative services from third parties and is not likely to need any employees itself); (h) it will allocate fairly and reasonably any overhead for office space shared with its Affiliates; (i) it will use its own stationery, invoices and checks; (j) it will file its own tax returns with respect to itself (or consolidated tax returns, if applicable) as may be required under applicable law; (k) except as contemplated by any management agreement entered into by the Corporation as contemplated by the Third Article hereof, it will not commingle or permit to be commingled its funds or other assets with those of any member of the Parent Group or any other Person; (l) it will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person; (m) except as permitted in the Third Article hereof, it will not guarantee or otherwise hold itself out to be responsible for the debts or obligations of any other Person (other than its subsidiaries); (n) it will conduct business in its own name; (o) it will observe the formalities of a Florida corporation; and (p) it will maintain adequate capital in light of its contemplated business operations.

TWELFTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Third Amended and Restated Articles of Incorporation in any manner now or hereafter provided herein or by statute; provided, however, that so long as there are Notes outstanding, that the Corporation shall not amend, alter, change or repeal any provision of the Third, Fifth, Seventh, Tenth, Eleventh, or Twelfth Article of these Third Amended and Restated Articles of Incorporation (the "Restricted Articles") without the affirmative vote of all of the members of the Board of Directors of the Corporation, without any vacancies (including the Independent Directors); and provided, further, that the Corporation shall not amend or change any provision of any Article other than the Restricted Articles so as to be inconsistent with the Restricted Articles.

In accordance with 607.1007, Florida Statutes, we certify that: (1) the foregoing Third Amended and Restated Articles of Incorporation contain amendments requiring shareholder approval; (2) the amendments were approved by the unanimous written consent of the board of directors on April 30, 2009; (3) the number of votes cast for the amendments by the shareholders was sufficient for approval; and (4) these duly adopted Third Amended and Restated Articles of Incorporation supersede the original articles of incorporation and all amendments thereto.

IN WITNESS WHEREOF, the undersigned has executed these Third Amended
and Restated Articles of Incorporation this 30th day of April, 2009.

Name:

Title:

Jay Brown
SVP, CFO & Treasurer

**CERTIFICATE ACCOMPANYING
THIRD AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PINNACLE TOWERS V INC.**

Pursuant to Section 607.1007(4), *Florida Statutes*, Pinnacle Towers V Inc., a Florida corporation (the "Corporation"), certifies as follows:

1. The name of the Corporation is Pinnacle Towers V Inc.
2. The text of each amendment to the Second Amended and Restated Articles of Incorporation of the Corporation is reflected in the Third Amended and Restated Articles of Incorporation of the Corporation (the "Third Amended and Restated Articles"), attached hereto.
3. The Third Amended and Restated Articles contains one or more amendments requiring shareholder approval.
4. The Board of Directors of the Corporation and the shareholder of the Corporation have approved and adopted by all necessary corporate action the Third Amended and Restated Articles.
5. The number of votes cast for the amendments by the shareholder of the Corporation was sufficient for approval.
6. The date of each amendment's adoption was April 30, 2009.

Dated this 30th day of April 2009.

PINNACLE TOWERS V INC.

By: _____

Name: _____

Title: _____

Jay Brown
SVP, CFO & Treasurer