

LIMITED POWER OF ATTORNEY

December 16, 2013

KNOW ALL PERSONS BY THESE PRESENTS THAT each of Acadiana MPL Tower Holdings LLC; AMWOHI MPL Tower Holdings LLC; Chattanooga MPL Tower Holdings LLC; Citrus MPL Tower Holdings LLC; Florida 2B MPL Tower Holdings LLC; Galveston MPL Tower Holdings LLC; Georgia 3 MPL Tower Holdings LLC; Houma-Thibodaux MPL Tower Holdings LLC; Lafayette MPL Tower Holdings LLC; Louisiana 7 MPL Tower Holdings LLC; Louisiana 8 MPL Tower Holdings LLC; Lubbock MPL Tower Holdings LLC; Madison MPL Tower Holdings LLC; McAllen-Edinburg-Mission MPL Tower Holdings LLC; Milwaukee MPL Tower Holdings LLC; Missouri 11-12 MPL Tower Holdings LLC; Missouri 8 MPL Tower Holdings LLC; Missouri 9 MPL Tower Holdings LLC; NCWPCS MPL 19 - Year Sites Tower Holdings LLC; NCWPCS MPL 20 - Year Sites Tower Holdings LLC; NCWPCS MPL 21 - Year Sites Tower Holdings LLC; NCWPCS MPL 22 - Year Sites Tower Holdings LLC; NCWPCS MPL 23 - Year Sites Tower Holdings LLC; NCWPCS MPL 24 - Year Sites Tower Holdings LLC; NCWPCS MPL 25 - Year Sites Tower Holdings LLC; NCWPCS MPL 26 - Year Sites Tower Holdings LLC; NCWPCS MPL 27 - Year Sites Tower Holdings LLC; NCWPCS MPL 28 - Year Sites Tower Holdings LLC; NCWPCS MPL 29 - Year Sites Tower Holdings LLC; NCWPCS MPL 30 - Year Sites Tower Holdings LLC; NCWPCS MPL 31 - Year Sites Tower Holdings LLC; NCWPCS MPL 32 - Year Sites Tower Holdings LLC; NCWPCS MPL 33 - Year Sites Tower Holdings LLC; NCWPCS MPL 34 - Year Sites Tower Holdings LLC; NCWPCS MPL 35 - Year Sites Tower Holdings LLC; Northeast Georgia MPL Tower Holdings LLC; Oklahoma 3 MPL Tower Holdings LLC; Oklahoma 9 MPL Tower Holdings LLC; Oklahoma City MPL Tower Holdings LLC; Orlando MPL Tower Holdings LLC; Santa Barbara MPL Tower Holdings LLC; Texas #11 MPL Tower Holdings LLC; Texas #16 MPL Tower Holdings LLC; Texas 6 MPL Tower Holdings LLC; Texas 7B1 MPL Tower Holdings LLC; Texas 9B1 MPL Tower Holdings LLC; Texas 18 MPL Tower Holdings LLC; Texas 19 MPL Tower Holdings LLC; Texas 20B1 MPL Tower Holdings LLC; Topeka MPL Tower Holdings LLC; AT&T Mobility of Galveston LLC; New Cingular Wireless PCS, LLC; AT&T Mobility Puerto Rico, Inc.; AT&T Mobility USVI, Inc.; AT&T Mobility Wireless Operations Holdings Inc.; Acadiana Cellular General Partnership; Chattanooga MSA Limited Partnership; Cingular Wireless of Texas RSA #11 Limited Partnership; Cingular Wireless of Texas RSA #16 Limited Partnership; Citrus Cellular Limited Partnership; Florida RSA No. 2B (Indian River) Limited Partnership; Georgia RSA No. 3 Limited Partnership; Houma-Thibodaux Cellular Partnership; Lafayette MSA Limited Partnership; Louisiana RSA No. 7 Cellular General Partnership; Louisiana RSA No. 8 Limited Partnership; Lubbock SMSA Limited Partnership; Madison SMSA Limited Partnership; McAllen-Edinburg-Mission SMSA Limited Partnership; Milwaukee SMSA Limited Partnership; Missouri RSA 11/12 Limited Partnership; Missouri RSA 8 Limited Partnership; Missouri RSA 9B1 Limited Partnership; Northeastern Georgia RSA Limited Partnership; Oklahoma City SMSA Limited Partnership; Oklahoma RSA 3 Limited Partnership; Oklahoma RSA 9 Limited Partnership; Orlando SMSA Limited Partnership; Santa Barbara Cellular Systems Ltd.; Texas RSA 18 Limited Partnership; Texas RSA 19 Limited Partnership; Texas RSA 20B1 Limited Partnership; Texas RSA 6 Limited Partnership; Texas RSA 7B1 Limited Partnership; Texas RSA 9B1 Limited Partnership; and Topeka SMSA Limited Partnership (collectively, the “AT&T Companies” and each, an “AT&T Company”), does hereby

grant CCATT LLC, a Delaware limited liability company (“Tower Operator”), this Limited Power of Attorney and does hereby make, constitute and appoint Tower Operator, acting through any of its designated officers and agents, as its true and lawful attorney-in-fact, for it and in its name, place and stead, to:

- review, negotiate and execute any waiver, amendment, extension or renewal of any Ground Lease, any new Ground Lease that is successive to a previously existing Ground Lease, or any sequential lease, adjacent lease, non-disturbance agreement or any other document relating to any Ground Lease that (i) Tower Operator determines in good faith is on commercially reasonable terms and (ii) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it were the direct lessee under the related Ground Lease rather than a sublessee pursuant to the Master Prepaid Lease;
- review, negotiate and execute any waiver, amendment, extension, renewal or any other documentation relating to any Collocation Agreement, or enter into any new Collocation Agreement;
- review, negotiate and execute any other document contemplated and permitted by the Master Prepaid Lease or the Management Agreement or necessary to give effect to the intent of the Master Prepaid Lease or the Management Agreement or the transactions contemplated by the Master Prepaid Lease, the Management Agreement or the other Transaction Documents referred to in the Master Prepaid Lease; or
- prepare and submit any applications or requests for Governmental Approvals, including with respect to Zoning Laws.

For purposes of this Limited Power of Attorney, the following capitalized terms shall have the following meanings:

“Collocation Agreement” shall mean an agreement between any AT&T Company or Tower Operator, on the one hand, and a third party, on the other hand, pursuant to which such AT&T Company or Tower Operator, as applicable, rents or licenses to such third party space at any wireless communications site (including space on a communications tower), including all amendments, modifications, supplements, assignments and guaranties related thereto (it being understood that in the case of a master collocation agreement, the Collocation Agreement shall be the applicable site lease agreement (including any rights, interests and provisions incorporated therein)).

“Governmental Approvals” shall mean all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations and other authorizations to, from or with any governmental authority.

“Ground Lease” shall mean, as to any wireless communication site, the ground lease, sublease, or any easement, license or other agreement or document pursuant to which any AT&T Company holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in such wireless communications site, together with any

extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such wireless communications site), and including all amendments, modifications, supplements, assignments and guarantees related thereto.

“Management Agreement” shall mean the Management Agreement dated as of December 16, 2013, among Tower Operator, the AT&T Companies party thereto and the other parties thereto.

“Master Prepaid Lease” shall mean the Master Prepaid Lease dated as of December 16, 2013, among the AT&T Companies party thereto, AT&T Mobility LLC, Tower Operator and the other parties thereto.

“Zoning Laws” shall mean any zoning, land use or similar laws, including laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Tower Operator hereby agrees to use this Limited Power of Attorney in accordance with and subject to the terms and conditions of the Master Prepaid Lease and the Management Agreement, and acknowledges that this Limited Power of Attorney only applies to those wireless communications sites subject to and leased, subleased or managed by Tower Operator under such agreements.

This Limited Power of Attorney may not be used by Tower Operator to execute on behalf of any AT&T Company any of the following:

- any document that provides for the acquisition of a fee simple interest in real property or the purchase of assets by Tower Operator in the name of such AT&T Company or any of its affiliates;
- any document that provides for the incurrence of indebtedness for borrowed money in the name of, or any guarantee by, such AT&T Company or any of its affiliates or purports to grant any mortgage, pledge or other security interest on the interest of such AT&T Company or any of its affiliates in any wireless communication site;
- any document that is between or among Tower Operator or any of its affiliates, on the one hand, and such AT&T Company or any of its affiliates, on the other hand (except for powers of attorney used for recording, in each County and State, all memoranda of lease, sublease and management agreements contemplated by the Master Prepaid Lease or any other Transaction Document referred to in the Master Prepaid Lease);
- any document that waives, terminates, amends or exercises (or purports to waive, terminate, amend or exercise) any right expressly granted to and reserved for the benefit of such AT&T Company or any of its affiliates under the Master Prepaid Lease and the Transaction Documents referred to in the Master Prepaid Lease; or
- any document that settles or compromises any dispute or litigation.

IN WITNESS WHEREOF, each AT&T Company has caused its name to be subscribed hereto by its duly authorized officer this 16th day of December, 2013.

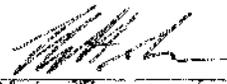
AT&T COMPANIES:

**ACADIANA MPL TOWER HOLDINGS LLC
AMWOHI MPL TOWER HOLDINGS LLC
CHATTANOOGA MPL TOWER HOLDINGS LLC
CITRUS MPL TOWER HOLDINGS LLC
FLORIDA 2B MPL TOWER HOLDINGS LLC
GALVESTON MPL TOWER HOLDINGS LLC
GEORGIA 3 MPL TOWER HOLDINGS LLC
HOUMA-THIBODAux MPL TOWER HOLDINGS LLC
LAFAYETTE MPL TOWER HOLDINGS LLC
LOUISIANA 7 MPL TOWER HOLDINGS LLC
LOUISIANA 8 MPL TOWER HOLDINGS LLC
LUBBOCK MPL TOWER HOLDINGS LLC
MADISON MPL TOWER HOLDINGS LLC
MCALLEN-EDINBURG-MISSION MPL TOWER HOLDINGS LLC
MILWAUKEE MPL TOWER HOLDINGS LLC
MISSOURI 11-12 MPL TOWER HOLDINGS LLC
MISSOURI 8 MPL TOWER HOLDINGS LLC
MISSOURI 9 MPL TOWER HOLDINGS LLC
NCWPCS MPL 19 - YEAR SITES TOWER HOLDINGS LLC
NCWPCS MPL 20 - YEAR SITES TOWER HOLDINGS LLC
NCWPCS MPL 21 - YEAR SITES TOWER HOLDINGS LLC
NCWPCS MPL 22 - YEAR SITES TOWER HOLDINGS LLC
NCWPCS MPL 23 - YEAR SITES TOWER HOLDINGS LLC
NCWPCS MPL 24 - YEAR SITES TOWER HOLDINGS LLC
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NCWPCS MPL 32 - YEAR SITES TOWER HOLDINGS LLC
NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC
NCWPCS MPL 34 - YEAR SITES TOWER HOLDINGS LLC
NCWPCS MPL 35 - YEAR SITES TOWER HOLDINGS LLC
NORTHEAST GEORGIA MPL TOWER HOLDINGS LLC
OKLAHOMA 3 MPL TOWER HOLDINGS LLC
OKLAHOMA 9 MPL TOWER HOLDINGS LLC
OKLAHOMA CITY MPL TOWER HOLDINGS LLC
ORLANDO MPL TOWER HOLDINGS LLC
SANTA BARBARA MPL TOWER HOLDINGS LLC**

[AT&T Signature Page to Limited Power of Attorney]

TEXAS #11 MPL TOWER HOLDINGS LLC
TEXAS #16 MPL TOWER HOLDINGS LLC
TEXAS 6 MPL TOWER HOLDINGS LLC
TEXAS 7B1 MPL TOWER HOLDINGS LLC
TEXAS 9B1 MPL TOWER HOLDINGS LLC
TEXAS 18 MPL TOWER HOLDINGS LLC
TEXAS 19 MPL TOWER HOLDINGS LLC
TEXAS 20B1 MPL TOWER HOLDINGS LLC
TOPEKA MPL TOWER HOLDINGS LLC

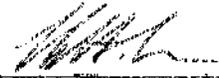
By: AT&T Mobility Corporation, as Manager of each of the foregoing

By: 
Name: Nao Thurgood
Title: Assistant Secretary

AT&T COMPANIES:

**AT&T MOBILITY OF GALVESTON LLC
NEW CINGULAR WIRELESS PCS, LLC**

By: AT&T Mobility Corporation, as Manager of each of the foregoing

By: 
Name: Wale Thurgood
Title: Assistant Secretary

AT&T COMPANIES:

AT&T MOBILITY PUERTO RICO, INC.

AT&T MOBILITY USVI, INC.

AT&T MOBILITY WIRELESS OPERATIONS HOLDINGS INC.

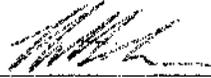
By: 
Name: NEGE THINGOOD
Title: Assistant Secretary

AT&T COMPANIES:

**ACADIANA CELLULAR GENERAL PARTNERSHIP
CHATTANOOGA MSA LIMITED PARTNERSHIP
CINGULAR WIRELESS OF TEXAS RSA #11 LIMITED PARTNERSHIP
CINGULAR WIRELESS OF TEXAS RSA #16 LIMITED PARTNERSHIP
CITRUS CELLULAR LIMITED PARTNERSHIP
FLORIDA RSA NO. 2B (INDIAN RIVER) LIMITED PARTNERSHIP
GEORGIA RSA NO. 3 LIMITED PARTNERSHIP
HOUMA / THIBODAUX CELLULAR PARTNERSHIP
LAFAYETTE MSA LIMITED PARTNERSHIP
LOUISIANA RSA NO. 7 CELLULAR GENERAL PARTNERSHIP
LOUISIANA RSA NO. 8 LIMITED PARTNERSHIP
LUBBOCK SMSA LIMITED PARTNERSHIP
MADISON SMSA LIMITED PARTNERSHIP
MCALLEN-EDINBURG-MISSION SMSA LIMITED PARTNERSHIP
MILWAUKEE SMSA LIMITED PARTNERSHIP
MISSOURI RSA 11/12 LIMITED PARTNERSHIP
MISSOURI RSA 8 LIMITED PARTNERSHIP
MISSOURI RSA 9B1 LIMITED PARTNERSHIP
NORTHEASTERN GEORGIA RSA LIMITED PARTNERSHIP
OKLAHOMA CITY SMSA LIMITED PARTNERSHIP
OKLAHOMA RSA 3 LIMITED PARTNERSHIP
OKLAHOMA RSA 9 LIMITED PARTNERSHIP
ORLANDO SMSA LIMITED PARTNERSHIP
SANTA BARBARA CELLULAR SYSTEMS LTD.
TEXAS RSA 18 LIMITED PARTNERSHIP
TEXAS RSA 19 LIMITED PARTNERSHIP
TEXAS RSA 20B1 LIMITED PARTNERSHIP
TEXAS RSA 6 LIMITED PARTNERSHIP
TEXAS RSA 7B1 LIMITED PARTNERSHIP
TEXAS RSA 9B1 LIMITED PARTNERSHIP
TOPEKA SMSA LIMITED PARTNERSHIP**

By: New Cingular Wireless PCS, LLC, as General Partner of each of the foregoing

By: AT&T Mobility Corporation, its Manager

By: 
Name: Nate Thurgood
Title: Assistant Secretary

Accepted and agreed as of the date first above written:

TOWER OPERATOR:

CCATT LLC

By:

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer
and Treasurer

A handwritten signature in black ink, appearing to be 'J.A. Brown', is written over a horizontal line. The signature is stylized and extends to the right of the line.