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OFFICIAL RECORD
Requested By:
Crown Castle USA
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$19.00
BK-613 PG-4606 RPTT: 0.00



POWER OF ATTORNEY

Recording Requested By:

CROWN CASTLE

When Recorded Return To:

Crown Castle
1220 Augusta Dr. Ste 500
Houston, TX 77057
Attn: PEP Department

County: Douglas County

State: Nevada



LIMITED POWER OF ATTORNEY

November 30, 2012

KNOW ALL PERSONS BY THESE PRESENTS THAT each of T-Mobile USA Tower LLC, T-Mobile West Tower LLC, Suncom Wireless Operating Company, L.L.C., Cook Inlet/VS GSM IV PCS Holdings, LLC, T-Mobile Central LLC, T-Mobile South LLC, Powertel/Memphis, Inc., Voicestream Pittsburgh, L.P., T-Mobile West LLC, T-Mobile Northeast LLC, Wireless Alliance, LLC and Suncom Wireless Property Company, L.L.C. (collectively, the "T-Mobile Companies" and each, a "T-Mobile Company"), does hereby grant each of CCTM1 LLC (formerly, T3 Tower 1 LLC), a Delaware limited liability company, CCTM2 LLC (formerly, T3 Tower 2 LLC), a Delaware limited liability company, and CCTMO LLC, a Delaware limited liability company (collectively, the "Crown Companies" and each, a "Crown Company"), this Limited Power of Attorney and does hereby make, constitute and appoint each Crown Company, 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 in time, and with no reduction in leased premises, to a previously existing Ground Lease, or any adjacent lease, non-disturbance agreement or any other document relating to any Ground Lease (each a "Ground Lease Modification");
- any waiver, amendment, extension or renewal of any Collocation Agreement, any new site supplement or site sublease or any other document relating to any Collocation Agreement;
- with respect to each applicable Site, a Memorandum of Master Prepaid Lease and Management Agreement in the form and substance as mutually agreed upon by the T-Mobile Companies and the Crown Companies (the "Memo of MPL") that is prepared, executed and recorded in the official records for the applicable county on or before December 31, 2013 ; or
- any other document contemplated and permitted by the Management Agreement, the Master Agreement, or the Master Prepaid Lease or necessary to give effect to the intent of the Management Agreement, the Master Agreement, or the Master Prepaid Lease or the transactions contemplated by the Management Agreement, the Master Agreement, or the Master Prepaid Lease, or the other Collateral Documents or other Transaction Documents referred to in the Master Agreement or the Master Prepaid Lease, as applicable.

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



“Collocation Agreement” shall mean an agreement, including master leases, between any T- Mobile Company or Crown Company, on the one hand, and a third party, on the other hand, pursuant to which such T-Mobile Company or Crown Company, 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, guaranties, side letters and other documents related thereto.

“Ground Lease” shall mean the ground lease, sublease, easement, license or other agreement or document pursuant to which any T-Mobile Company holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in any 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, guarantees, side letters and other documents related thereto.

“Management Agreements” shall mean the Management Agreements each dated as of November 30, 2012, among the Crown Companies, the T-Mobile Companies party thereto and the other parties thereto.

“Master Agreement” shall mean the Master Agreement dated as of September 28, 2012, among T-Mobile USA, Inc., the T-Mobile Companies party thereto, Crown Castle International Corporation and the other parties thereto.

“Master Prepaid Lease” shall mean the Master Prepaid Lease dated as of November 30, 2012, among the T-Mobile Companies party thereto, T-Mobile USA, Inc., CCTMO LLC and the other parties thereto.

Each Crown Company hereby agrees to use this Limited Power of Attorney in accordance with and subject to the terms and conditions of the Master Agreement, the Master Prepaid Lease and the Management Agreement, as applicable, and acknowledges that this Limited Power of Attorney only applies to those wireless communications sites subject to such agreements.

This Limited Power of Attorney may not be used by any Crown Company to execute on behalf of any T-Mobile 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 such Crown Company in the name of such T-Mobile Company or any of its affiliates;
- any document that provides for the incurrence of indebtedness for borrowed money in the name of such T-Mobile Company or any of its affiliates;



- other than the Memo of MPL, any document that is between or among such Crown Company or any of its affiliates, on the one hand, and such T-Mobile Company or any of its affiliates, on the other hand;
- 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 T-Mobile Company or any of its affiliates under the Management Agreement, the Master Prepaid Lease, the Master Agreement and the Transaction Documents referred to in the Master Prepaid Lease; or
- any document that settles or compromises any dispute if the settlement or compromise thereof involves an admission of any violation of law or admission of wrongdoing by such T-Mobile Company or any of its affiliates.


[Signature Page Follows]



IN WITNESS WHEREOF, each Company has caused its name to be subscribed hereto by its duly authorized officer effective as of the 30th day of November, 2012.

COMPANIES:

- T-MOBILE USA TOWER LLC**
- T-MOBILE WEST TOWER LLC**
- SUNCOM WIRELESS OPERATING COMPANY, L.L.C.**
- COOK INLET/VS GSM IV PCS HOLDINGS, LLC**
- T-MOBILE CENTRAL LLC**
- T-MOBILE SOUTH LLC**
- POWERTEL/MEMPHIS, INC.**
- VOICESTREAM PITTSBURGH, L.P.**
- T-MOBILE WEST LLC**
- T-MOBILE NORTHEAST LLC**
- WIRELESS ALLIANCE, LLC**
- SUNCOM WIRELESS PROPERTY COMPANY, L.L.C.**

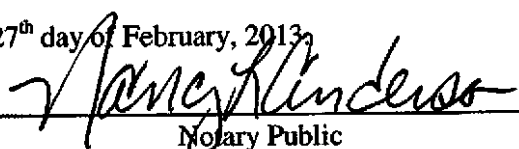
By: 
 Name: Allan Tantillo
 Title: Director, Tower Asset Management

STATE OF WASHINGTON)

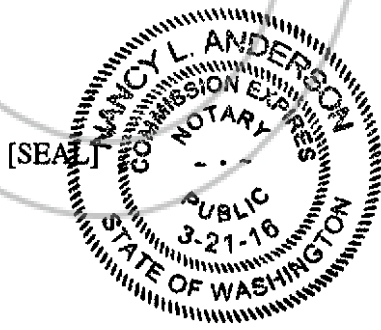
COUNTY OF KING)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Allan Tantillo, whose name as Director of each of the above Companies, has signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 27th day of February, 2013,


 Notary Public

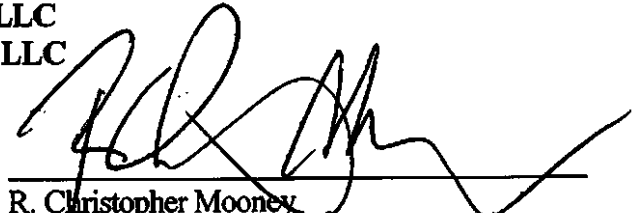
My Commission Expires: March 21, 2016





Accepted and agreed as of the date first above written:

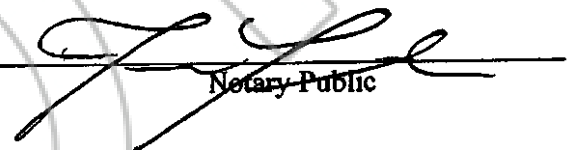
**CCTM1 LLC
CCTM2 LLC
CCTMO LLC**

By: 
Name: R. Christopher Mooney
Title: Vice President

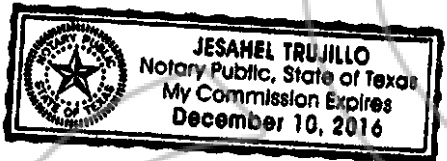
**STATE OF TEXAS)
COUNTY OF HARRIS)**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, R. Christopher Mooney, whose name as Vice President of each of CCTM1 LLC, CCTM2 LLC, and CCTMO LLC, has signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 20th day of February, 2013.


Notary Public

My Commission Expires: 12-10-16



[SEAL]

PRODUCED BY:
Matthew W. Barnes
Burr & Forman LLP
420 North 20th Street, Ste 3400
Birmingham, AL 35203
205-458-5120

WHEN RECORDED RETURN TO:
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Houston, TX 77057
Attn: PEP Department
713-570-3039