B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Northern District of Texas

PROOF OF CLAIM

Name of Debtor:
FiberTower Network Services Corp.
FiberTower Corporation

Case Number:
12-44027

NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*

FILED
U.S. Bankruptcy Court
Northern District of Texas
5/16/2013
Tawana C. Marshall, Clerk
COURT USE ONLY

Name of Creditor (the person or other entity to whom the debtor owes money or property):
SBA Structures, LLC

Name and address where notices should be sent:
Lucian B. Murley, Esquire
Saul Ewing LLP
222 Delaware Avenue, Suite 1200
P.O. Box 1266
Wilmington, DE 19899 Telephone number: (302) 421-6898 email: lmurley@saul.com

☐ Check this box if this claim amends a previously filed claim.
Court Claim Number: _____
(*If known*)
Filed on: _____

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

Name and address where payment should be sent (if different from above):
Jacalyn Shapiro, Esq., Corporate Counsel
5900 Broken Sound Parkway, N.W.
Boca Raton, FL 33487
Telephone number: 561-226-9268 email: jshapiro@sbasite.com

RECEIVED
MAY 22 2013
BMC GROUP

1. Amount of Claim as of Date Case Filed: $ $ 12849.79
If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5.
☑ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Pre-Petition and Rejection Damages (See instruction #2)

3. Last four digits of any number by which creditor identifies debtor: —

3a. Debtor may have scheduled account as: SBA Structures, Inc.
(See instruction #3a)

3b. Uniform Claim Identifier (optional): _____
(See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.
Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:
Value of Property: $_____
Annual Interest Rate (when case was filed) __% ☐ Fixed or ☐ Variable

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:
$ _____
Basis for perfection: _____
Amount of Secured Claim: $_____
Amount Unsecured: $ 12849.79

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507(a)(4).
☐ Contributions to an employee benefit plan – 11 U.S.C. §507(a)(5).
☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507(a)(7).
☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507(a)(8).
☐ Other – Specify applicable paragraph of 11 U.S.C. §507(a)(_).

Amount entitled to priority:
$_____

**Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

FiberTower
00518

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. *(See instruction #7, and the definition of "**redacted**".)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8) Check the appropriate box.

☑ I am the creditor.

☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.)

☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.)

☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Jacalyn Shapiro Esquire
Title: Corporate Counsel
Company: SBA Structures, LLC
Address and telephone number (if different from notice address above):

s/ Jacalyn Shapiro Esquire
(Signature)

5/16/2013
(Date)

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

In re:	:	Chapter 11
	:	
Fibertower Network Services Corp., et al.,	:	Case No. 12-44027-DML-11
	:	
Debtors.	:	

SBA STRUCTURES, LLC'S DESCRIPTION OF CLAIMS AGAINST DEBTOR FIBERTOWER CORPORATION

SBA Structures, LLC ("SBA") (converted from SBA Structures, Inc. on 12/31/12), hereby amends the description of its prior claim #407, filed December 3, 2012, against debtor Fibertower Corporation (the "Debtor" and, when referring to the above-captioned jointly administered debtors, the "Debtors"), as follows:

BACKGROUND

1. On July 17, 2012 (the "Petition Date"), the Debtors filed their petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

2. On the Petition Date, SBA and the Debtor were parties to certain leases (the "Leases") pursuant to which the Debtors leased various separate antenna spaces on towers and other structures that the Debtor used in connection with its business. Enclosed as **Exhibit A** is a list of all the Leases. After the Petition Date, the Debtor rejected some of the Leases. Some of the leases have not been rejected as of the date hereof.

3. As more specifically stated in each of the Leases,[1] the Debtor, as tenant, was obligated to pay SBA, as landlord, for rent and other charges.

---

[1] The Leases are not attached because they contain commercially sensitive information. The Debtors are in possession of copies of all of the Leases. Subject to ensuring that all appropriate protections will be maintained, copies of the Leases will be made available to a proper party with a legitimate purpose for requesting this information by contacting Lucian B. Murley, Esq., Saul Ewing LLP, 222 Delaware Avenue, Suite 1200, P.O. Box 1266, Wilmington, DE 19899

4. Prior to the Petition Date, the Debtor owned and/or installed equipment (the "Property") on certain of the leased premises. The Debtors have not notified SBA that they have removed any of the Property from the leased premises. If Property has not been removed from a leased premises prior to the rejection of the applicable Lease, such Property has been abandoned by the Debtors, and any such Property is hereinafter referred to as the "Abandoned Property."

PRE-PETITION AMOUNTS OWED

5. As of the Petition Date, the Debtor owed SBA $2,217.28 for rent and other charges under the Leases.[2]

6. The Leases each provide for the payment of interest on past due amounts. Therefore, in addition to the amount claimed in the above paragraph SBA has a claim for interest that accrued prior to the Petition Date.[3]

POST-PETITION AMOUNTS OWED

7. For those Leases that have been rejected, SBA is entitled to a claim for rejection damages. Accordingly, as a result of the rejection of some of the Leases, SBA is entitled to a claim in the amount of $6,632.51.[4] The amounts asserted in this paragraph do not exceed the amount allowable under of section 502(b)(6)(A) of the Bankruptcy Code.

8. SBA estimates that it would cost $4,000.00 to remove the Abandoned Property from the leased premises.

---

[2] For the same reason as stated in footnote 1, copies of the invoices relating to all prepetition charges are not attached hereto. Copies of all said invoices should be in the Debtors' possession.

[3] SBA is not seeking in this proof of claim any interest that accrued after the Petition Date.

[4] To detail the amount due on each of the Leases would allow any party to interpolate confidential, commercially sensitive information from this proof of claim. The Debtors are in possession of information sufficient to verify the amounts asserted in this proof of claim. However, under the conditions described in footnote 1, SBA will produce a detailed summary to a proper party with a legitimate purpose for requesting this information.

9. Each of the Leases provide that "[t]he prevailing party in any action or proceeding in court . . . is entitled to its reasonable attorneys' fees and other reasonable enforcement costs and expenses." Accordingly, SBA has an unliquidated claim for the attorneys' fees recoverable under the Leases, which fees continue to accrue as of the date hereof.

10. Each of the Leases provides that the Debtor indemnify and hold harmless SBA from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or losses which arise out of the Debtor's use and/or occupancy of the leased premises. Accordingly, SBA holds, and hereby asserts, contingent and unliquidated claims against the Debtor for indemnification. In addition to SBA's claims for indemnification under the Leases, SBA also asserts any and all other rights to indemnification under state and federal law.

SUMMARY OF AMOUNTS DESCRIBED IN THIS PROOF OF CLAIM

11. In summary, SBA has a $2,217.28 claim for rent and other charges that arose prior to the Petition Date (see paragraph 5 above), a claim on account of pre-Petition Date interest (see paragraph 6 above), a $6,632.51 claim on account of rejection damages (see paragraph 7 above), an estimated claim for future removal of the Abandoned Property from the leased premises estimated in the amount of $4,000.00 (see paragraph 8 above), a unliquidated claim for attorneys' fees (see paragraph 9 above), and a contingent and unliquidated claim for indemnification (see paragraph 10 above).

RESERVATION OF RIGHTS

12. SBA reserves the right to amend its proof of claim for any reason. Specifically, and without limitation, SBA reserves any and all rights to seek allowance or payment of amounts under sections 365(d)(3) and 503(b) of the Bankruptcy Code.

EXHIBIT A

SBA Owning Company	SBA Site ID #	Site Name	Tenant Name	Tenant Lease Ref Number
SBA Structures, LLC	CO20571-A-02	HACKSTAFF	FIBERTOWER CORPORATION	DEN1806

Northern District of Texas
Claims Register

12-44027-dml11 FiberTower Network Services Corp.

Judge: D. Michael Lynn **Chapter:** 11
Office: Ft. Worth **Last Date to file claims:** 12/04/2012
Trustee: **Last Date to file (Govt):**

Creditor: (15486419) SBA Structures, LLC Lucian B. Murley, Esquire Saul Ewing LLP 222 Delaware Avenue, Suite 1200 P.O. Box 1266 Wilmington, DE 19899	**Claim No: 275** *Original Filed Date:* 05/16/2013 *Original Entered Date:* 05/16/2013	*Status:* *Filed by:* CR *Entered by:* Admin *Modified:*

Amount	claimed:	$12849.79
Unsecured	claimed:	$12849.79

History:

Details	275-1	05/16/2013 Claim #275 filed by SBA Structures, LLC, Amount claimed: $12849.79 (Admin)

Description:
Remarks:

Claims Register Summary

Case Name: FiberTower Network Services Corp.
Case Number: 12-44027-dml11
Chapter: 11
Date Filed: 07/17/2012
Total Number Of Claims: 1

Total Amount Claimed*	$12849.79
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		