B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: FIBERTOWER NETWORK SERVICES CORP., et al.	Case Number: 12-44027-DML-11 Jointly Administered	
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.*		
Name of Creditor (the person or other entity to whom the debtor owes money or property): B & G Vista Ridge, L.P.		COURT USE ONLY
Name and address where notices should be sent: c/o Keil C. Mercer Brown McCarroll, L.L.P. 111 Congress Avenue, Suite 1400, Austin, TX 78701 Telephone number: (512) 479-9749 email: kmercer@brownmccarroll.com		❒ Check this box if this claim amends a previously filed claim. Court Claim Number:_____ (*If known*) Filed on:_____
Name and address where payment should be sent (if different from above): c/o Reit Management & Research LLC Two Newton Place, 255 Washington Street, Suite 300 Newton, MA 02458 Telephone number: email:		❒ 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.

1. Amount of Claim as of Date Case Filed: $ 38,032.86

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 amounts due, lease rejection damages
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: (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_____% ❒ Fixed or ❒ Variable
(when case was filed)

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: $_____

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:
$_____

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BMC GROUP

FiberTower
00571

**Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of a*

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)

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, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). 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. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. *(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. ☐ 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: Kell C. Mercer
Title: Attorney
Company: Brown McCarroll, L.L.P.
Address and telephone number (if different from notice address above):
~~111 Congress Ave., Suite 1400~~
~~Austin, TX 78701~~
Telephone number: (512) 479-9749 email: kmercer@brownmccarroll.com

(Signature) (Date) May 30, 2013

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.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

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**
	§	
	§	**Jointly Administered**
	§	
Debtors.	§	

ITEMIZED STATEMENT FOR B&G VISTA RIDGE, L.P.

Description	**Charge**
Meter reading for December 2011	$236.76
Additional lease income for April 2012	$2,154.21
Electricity reimbursement for April 2012	$50.00
Meter reading for February 2012	$100.47
Additional lease income for May 2012	$201.64
Electricity reimbursement for May 2012	$50.00
Meter reading for March 7 – May 3, 2012	$215.50
Additional lease income for June 2012	$911.39
Electricity reimbursement for June 2012	$50.00
Additional lease income for July 2012	$1,243.20
Electricity reimbursement for July 2012	$3.23
Meter reading for June 2012	$128.63
Antenna rent for May 2013	$2,408.70
Electricity reimbursement for June 2013	$50.00
Lease rejection damages under 11 U.S.C. § 502(b)(6)	$30,229.13
TOTAL	**$38,032.86**

EXHIBITS

1. *Order Granting Debtors Motion (i) to Reject Certain Executory Contracts and Leases and (ii) to Abandon Certain Personal Property* [Docket No. 754], entered on April 30, 2013.

2. Lease between B & G Vista Ridge, L.P. and FiberTower Network Services Corp.

3. First Amendment to Lease between B & G Vista Ridge LP and FiberTower Network Services Corp.

4. Second Amendment to Lease between B & G Vista Ridge LP and FiberTower Network Services Corp.

5. Statements (dated May 1, 2013).

CERTIFICATE OF SERVICE

I hereby certify that on May 30, 2013, the foregoing was served, via first class mail or via the Court's ECM/ECF system, to the following parties:

FiberTower Network Services Corp.
2613 Gravel Drive
Fort Worth, TX 76118

Debtor

Paul N. Silverstein
Andrews & Kurth LLP
450 Lexington Ave., 15th Floor
New York, NY 10017

Counsel for the Debtor

Office of the United States Trustee
1100 Commerce Street, Room 976
Dallas, TX 75242

Office of the United States Trustee

Kell C. Mercer

U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
THE DATE OF ENTRY IS
ON THE COURTS DOCKET
TAWANA C. MARSHALL, CLERK

APR 30 2013

D. Michael Lynn
U.S. Bankruptcy Judge

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
	§	
	§	Jointly Administered
Debtors.	§	

ORDER GRANTING DEBTORS MOTION (I) TO REJECT CERTAIN EXECUTORY CONTRACTS AND LEASES AND (II) TO ABANDON CERTAIN PERSONAL PROPERTY

Upon the Motion (i) to Reject Certain Executory Contracts and Leases and (ii) to Abandon Certain Personal Property (the "Motion") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors");[1] and the Court being satisfied that the relief requested in the Motion is necessary and is in the best interests of the Debtors and their respective estates and creditors; and it appearing that sufficient notice of the Motion has been given, and that no other or further notice is required; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is[2]

ORDERED AS FOLLOWS:

1. The Motion is hereby granted, to the extent provided herein.

[1] The Debtors in these chapter 11 cases are: (i) FiberTower Network Services Corp ; (ii) FiberTower Corporation; (iii) FiberTower Licensing Corp.; and (iv) FiberTower Spectrum Holdings LLC.

[2] Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the Motion.

EXHIBIT 1

accordance with the terms of the Court's Order approving such assumption and assignment, as applicable.

8. Counterparties to the Leases are authorized to cease providing services to the Debtors under the Leases immediately following rejection of such Leases pursuant to this Order.

9. The Debtors shall serve a copy of this Order on the parties appearing on Exhibit "A" within five (5) days from the date this Order is entered on the docket.

END OF ORDER

EXHIBIT 1

EXHIBIT "A"

REJECTED LEASES

[SEE DOCKET NO. 751]

This LEASE AGREEMENT (this "Agreement"), dated as of this 7th day of April, 2004, by and between B&G Vista Ridge, L.P. ("Landlord") and FiberTower Corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain property (the "Property") located at 912 South Capital of Texas Highway, Austin, Texas, 78746 (the "Building") and

WHEREAS, Tenant desires to lease from Landlord certain areas of the Building as shown on Exhibit A (the "Premises") for the purpose of placing therein and thereon four (4) microwave dishes of the type shown on Exhibit B (collectively, the "Antenna") and certain related connecting and powering equipment (collectively, the "Equipment") which shall be housed in an equipment cabinet, upon certain terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Landlord and Tenant agree as follows:

1. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, subject to the terms and conditions contained herein.

The Premises shall be delivered by Landlord to Tenant and accepted by Tenant in "as is" condition as of the date hereof, without any obligation on the part of Landlord to prepare the Premises for the installation of the Antenna or the Equipment.

Tenant shall have the non-exclusive right together with others on a "first come-first served" basis to use the Building rooftop area, for the purpose of connecting its coax cables and wires from the Antenna to the Equipment; provided, however, that if none of the foregoing shall be available after meeting Landlord's requirements for the Building, Tenant shall have the right to install, at Tenant's expense, such conduits as may be necessary for said purpose, in a manner and in the location approved by Landlord.

Tenant shall have no right to install any equipment or fixtures except those initially installed by Tenant without the prior written consent of Landlord. Tenant and Landlord herein agree that, upon proper submittal and written request of Tenant, Tenant shall be allowed to install one (1) additional dish and one (1) additional equipment cabinet, in similar size, shape, weight and functional usage as the Equipment specified herein, and that Landlord and Tenant agree that at such time, a written amendment shall be executed to this Lease Agreement documenting such installation and additional equipment. Tenant and Landlord herein agree that Rent shall be increased by $200 per dish, per month, and $200 per cabinet, per month, escalated at 3% annually from the base rent shown in Section 4 of this Agreement.

If Landlord so requests, and gives Tenant at least thirty (30) days prior notice, Tenant shall vacate the Premises and relinquish its rights with respect to the same provided that Landlord shall provide to Tenant substitute space, such space to be reasonably comparable in utility to the Premises, and further provided that Landlord shall, at its sole cost and expense, move Tenant's Antenna and Equipment from the Premises to such new space in such manner as will minimize, to the greatest extent practicable, undue interference with the business or

EXHIBIT 2

operations of Tenant. Any such substitute space shall, from and after the date such space is so provided, be treated as the Premises demised under this Agreement, and shall be occupied by Tenant under the same terms, provisions and conditions as are set forth in this Agreement.

2. Term. The Original Term of the Agreement shall commence on June 1, 2004 (the "Commencement Date") and shall expire on the day preceding the fifth anniversary of the Commencement Date (unless sooner terminated pursuant to the terms hereof). The Original Term and any extension thereof in accordance with the provisions of this Agreement is hereinafter referred to as the "term".

3. Extension Option. Provided (i) Tenant is not in default of any of the terms or conditions of this Agreement (or Landlord shall have waived such condition), (ii) this Agreement is still in full force and effect, and (iii) Tenant shall not have sublet, assigned or otherwise transferred all or any portion of its interest under this Agreement (or Landlord shall have waived such condition), Tenant shall have the right to extend the term of this Agreement for two (2) additional periods (the "Extended Term") of five(5) years. The Extended Term shall commence on the day succeeding the expiration of the Original Term, and shall end on the day immediately preceding the fifth anniversary of the commencement of the Extended Term. All of the terms, covenants and provisions of this Agreement shall apply to the Extended Term except that (i) the Rent for the Extended Term shall be increased by 3% annually over the Rent for the prior period, and (ii) Tenant shall have no further right to extend the term of this Agreement beyond the Extended Term hereinabove provided. If Tenant shall elect to exercise the aforesaid option, it shall do so by giving Landlord notice in writing of its intention to do so not later than six (6) months, nor sooner than nine (9) months, prior to the expiration of the Original Term of this Agreement, it being agreed that time is of the essence with respect to the giving of any such notice. If Tenant fails to give any such notice to Landlord, this Agreement shall automatically terminate at the end of the Original Term, and Tenant shall have no further option to extend the term of this Agreement. If Tenant gives such notice, the extension of this Agreement shall be automatically effected without the execution of any additional documents.

4. Rent. Tenant shall pay to Landlord throughout the Original Term annual rent ("Rent") according to the following schedule:

Months 1-12	$850.00/month	$10,200.00/year
Months 13-24	$874.00/month	$10,488.00/year
Months 25-36	$898.72/month	$10,784.64/year
Months 37-48	$924.18/month	$11,090.16/year
Months 49-60	$950.41/month	$11,404.92/year

Rent shall be payable in equal monthly installments, in advance, due on the first day of each month; however, Rent shall not be deemed late until the fifth (5th) day of each month. Rent includes an estimated electrical usage charge of Fifty Dollars ($50.00) per month and shall be reconciled in accordance with Section 13. Tenant shall pay all taxes assessed against Landlord arising out of this Agreement or against the Antenna and Equipment or their placement on the

EXHIBIT 2

Property, and any increase in taxes assessed against the Property arising out of the Antenna or the Equipment and any sales or other taxes arising out of Tenant's operations at the Premises.

5. Purpose. Tenant shall be entitled to place the Antenna and Equipment on the Premises and to use the Premises solely for the purpose of the transmission and reception of communications signals in connection with the provision of microwave backhaul services to telecommunications carriers , all subject, however, to the remaining terms and provisions of this Agreement. Landlord shall have the right to use and to lease or otherwise permit others to use any portion(s) of the Building, provided that such use of the area in question shall not interfere with Tenant's rights under this Agreement.

6. Insurance. Tenant shall, at its expense, take out and maintain, from the date upon which Tenant first enters the Premises for any reason, and throughout the term hereof and thereafter so long as Tenant is in occupancy of any part of the Premises, the following insurance:

Commercial general liability insurance, including bodily injury and property damage (in the broadest form available, including without limitation broad form contractual liability, fire legal liability (at five hundred thousand ($500,000)), independent contractor's hazard and completed operations coverage) under which Tenant is named as an insured and Landlord (and Landlord's agents, as set out in a notice from time to time) are named as additional insureds as their interests may appear, in an amount which shall be at least equal to $2,000,000 per occurrence (or such higher limit as may be required by Landlord from time to time); and worker's compensation insurance with statutory limits covering all of Tenant's employees working on the Premises. The above limits may be met through a combination of primary and excess insurance.

"All-risk" property insurance on a "replacement cost" basis covering all Tenant's personal property (including but without limitation, the Antenna and the Equipment).

The general liability policy shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any insurance policies carried by Landlord and shall be obtained from responsible companies qualified to do business and in good standing in The State of Texas, which companies shall have a general policy holder's rating in Best's of at least A–X or otherwise be acceptable to Landlord. A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate (on ACORD Form 27 or its equivalent) of the insurer, certifying that such policy has been issued, providing the coverage required and containing provisions specified herein, shall be delivered to Landlord prior to the commencement of the term of this Agreement and, upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Each such policy shall be non-cancelable and not materially changed with respect to the interest of Landlord and any mortgagees of the Building without at least thirty (30) days' prior written notice thereto. Any insurance required of Tenant under this Agreement may be furnished by Tenant under a blanket policy carried by it provided that such blanket policy shall reference the Premises, and shall guarantee a minimum limit available for the Premises equal to the insurance amounts required in this Lease. Landlord may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Tenant hereunder.

EXHIBIT 2

Landlord and Tenant shall each endeavor to secure an appropriate clause in, or an endorsement upon, each property damage insurance policy obtained by it and covering the Premises or the personal property, fixtures and equipment located therein or thereon, pursuant to which the respective insurance companies waive subrogation or permit the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party. If and to the extent that such waiver or permission can be obtained only upon payment of an additional charge then the party benefiting from the waiver or permission shall pay such charge upon demand, or shall be deemed to have agreed that the party obtaining the insurance coverage in question shall be free of any further obligations under the provisions hereof relating to such waiver or permission from such insurance companies.

Insofar as may be permitted by the terms of the insurance policies carried by it, each party hereby releases the other with respect to any claim which it might otherwise have against the other party for loss, damage or destruction of or to its property to the extent such damage is or would be covered by policies of insurance carried or required by this Agreement to be carried by the respective party hereunder.

7. Compliance with Law; Maintenance of Equipment. Tenant shall at all times during the term hereof and for such further time as Tenant shall occupy the Premises or any part thereof, comply with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health and other codes, regulations, ordinances or laws applicable to the Antenna and Equipment and any use being conducted on the Premises. Tenant shall maintain the Antenna and the Equipment in good and safe order, condition and repair.

8. Indemnification. Tenant shall at all times during the term and for such further time as Tenant shall occupy the Premises or any part thereof, save Landlord and its agents harmless, and exonerate and indemnify Landlord from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority on account of nuisance or injury, death, damage or loss to person or property in or upon the Premises arising out of the use or occupancy of the Premises or the installation or use of the Antenna and the Equipment by Tenant or on account of the failure of Tenant to obtain all Permits (as defined in Section 12) or on account of or based upon anything whatsoever done on the Premises REGARDLESS OF WHETHER SUCH CLAIMS RESULT FROM THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF LANDLORD, ITS AGENTS, SERVANTS OR EMPLOYEES, but not if the same were caused by the gross negligence or willful misconduct of Landlord, its agents, servants or employees. In respect of all of the foregoing, Tenant shall indemnify Landlord (and such others as are in privity of estate with Landlord) from and against all costs, expenses (including reasonable attorneys' fees), and liabilities incurred in or in connection with any such claim, action or proceeding brought thereon; and, in case of any action or proceeding brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord and at Tenant's expense, shall resist or defend such action or proceeding and employ counsel therefor reasonably satisfactory to Landlord. Landlord shall at all times during the term and for such further time as Tenant shall occupy the Premises or any part thereof, save Tenant and its agents harmless, and exonerate and indemnify Tenant from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority on account of nuisance or injury, death, damage or loss to person or property in or upon the Building not arising out of the use or

EXHIBIT 2

occupancy of the Premises or the installation or use of the Antenna and the Equipment by Tenant, except if the same were caused by the gross negligence or willful misconduct of Tenant, its agents, servants or employees. In respect of all of the foregoing, Landlord shall indemnify Tenant from and against all costs, expenses (including reasonable attorneys' fees), and liabilities incurred in or in connection with any such claim, action or proceeding brought thereon; and, in case of any action or proceeding brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant and at Landlord's expense, shall resist or defend such action or proceeding and employ counsel therefor reasonably satisfactory to Landlord.

9. Tenant's Risk. Tenant shall, at all times during the term hereof and for such further time as Tenant shall occupy the Premises or any part thereof, keep the Antenna and the Equipment and other property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Agreement or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Building, at the sole risk and hazard of Tenant, and if the same shall be lost or damaged by any cause, no part of said loss or damage is to be charged to or to be borne by Landlord, except that Landlord shall in no event be indemnified or held harmless or exonerated from any liability to Tenant or to any other person, for any injury, loss, damage or liability to the extent prohibited by law or as a result of Landlord's gross negligence or willful misconduct.

10. Yield Up. At the expiration of the term or earlier termination of this Agreement, Tenant shall remove the Antenna and all of the Equipment and any other of its trade fixtures and personal property on the Premises; repair all damage caused by such removal and yield up the Premises in the same good order and repair in which the Premises existed as of the Commencement Date and prior to installation of the Antenna and the Equipment, reasonable wear and tear accepted. Any property not so removed within ten days after the expiration of the term or earlier termination of this Agreement shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises. Any holding over by Tenant after the expiration or earlier termination of the term of this Agreement shall be treated as a daily tenancy at sufferance at a rental rate equal to one point five (1.5) times the greater of (i) the fair market rental value for the Premises on a month-to-month basis or (ii) the Rent in effect immediately prior to the expiration or earlier termination of the term (prorated on a daily basis). Tenant shall also pay to Landlord all damages, direct and/or consequential (foreseeable and unforeseeable), sustained by reason of any such holding over. Otherwise, all of the covenants, agreements and obligations of Tenant applicable during the term of this Agreement shall apply and be performed by Tenant during such period of holding over as if such period were part of the term of this Agreement.

11. Assignment and Subletting. Tenant shall not assign, mortgage, pledge, hypothecate, encumber or otherwise transfer this Agreement or sublease (which term shall be deemed to include, without limitation, diplexing, multiplexing, the granting of concessions, carry rights, agency rights, shared use rights and licenses and the like) all or any part of the Premises or suffer or permit this Agreement or the leasehold estate hereby created or any other rights arising under this Agreement to be assigned, transferred, mortgaged, pledged, hypothecated or encumbered, in whole or in part, whether voluntarily, involuntarily or by operation of law, or

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permit the use or occupancy of the Premises by anyone other than Tenant. Notwithstanding the foregoing, Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement. In the event of any assignment or subletting by Tenant pursuant to this Section 11, Tenant shall promptly give Landlord notice of such assignment or subletting, which notice shall include any changes to Tenant's user configuration to be made in connection with such assignment or subletting, along with letters of authorization authorizing any additional users to have access to the Premises. In no event shall any party other than Tenant be allowed access to the roof of the Building unless Landlord has received letters of authorization from Tenant with respect to such party.

Tenant shall not enter into, nor shall it permit any person having an interest in the possession, use, occupancy or utilization of any part of the Premises to enter into, any sublease, license, concession, assignment or other agreement for use, occupancy or utilization of the Premises (i) which provides for rental or other compensation based on the income or profits derived by any person or on any other formula such that any portion of such sublease rental, or other consideration for a license, concession, assignment or other occupancy agreement, would fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code or any similar or successor provision thereto, or would otherwise disqualify Landlord for treatment as a real estate investment trust under Sections 856-869 of the Internal Revenue Code, (ii) under which fifty percent (50%) or more of the total rent or other compensation received by Tenant is attributable to personal property or (iii) which would otherwise be subject to the prohibitions of Section 406 of ERISA or result in imposition of any tax pursuant to Section 511 or Section 4975 of the Internal Revenue Code; and any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffectual as a conveyance of any right or interest in the possession, use, occupancy or utilization of such part of the Premises.

No subletting or assignment shall in any way impair the continuing primary liability of Tenant hereunder, and no consent to any subletting or assignment in a particular instance shall be deemed to be a waiver of the obligation to obtain the Landlord's written approval in the case of any other subletting or assignment. The joint and several liability of Tenant named herein and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Agreement on Tenant's part to be performed or observed, shall not in any way be discharged, released or impaired by any (a) agreement which modifies any of the rights or obligations of the parties under this Agreement, (b) stipulation which extends the time within which an obligation under this Agreement is to be performed, (c) waiver of the performance of an obligation required under this Agreement, or (d) failure to enforce any of the obligations set forth in this Agreement.

If this Agreement is assigned or if the Premises or any part thereof are sublet (or occupied by any party other than Tenant and its employees) Landlord, after default by Tenant hereunder, may collect the rents from such assignee, subtenant or occupant, as the case may be, and apply the net amount collected to the Rent herein reserved, but no such collection shall be deemed a waiver of the provisions set forth in the first paragraph of this Section 11, the acceptance by Landlord of such assignee, subtenant or occupant, as the case may be, as a tenant, or a release of

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Tenant from the performance by Tenant of its covenants, agreements or obligations contained in this Agreement.

If the rent and other sums (including, without limitation, the reasonable value of any services performed by any assignee or subtenant in consideration of such assignment or sublease), either initially or over the term of any assignment or sublease, payable by such assignee or subtenant (other than an Affiliate) on account of an assignment or sublease of all or any portion of the Premises exceed the Rent called for hereunder with respect to the space assigned or sublet, Tenant shall pay to Landlord fifty percent (50%) of such excess payable monthly at the time for payment of Rent. Nothing in this paragraph shall be deemed to abrogate the provisions of this Section 11 and Landlord's acceptance of any sums pursuant to this paragraph shall not be deemed a granting of consent to any assignment of the Agreement or sublease of all or any portion of the Premises.

12. Installation and Use. Tenant shall not install or operate the Antenna or the Equipment on any portion of the Premises until (i) Tenant shall have obtained Landlord's prior written approval of Tenant's plans and specifications for the placement and installation of such Antenna and Equipment in the Premises, such approval not to be unreasonably withheld, and (ii) Tenant shall have obtained, and delivered to Landlord copies of all governmental and quasi-governmental permits, approvals, licenses and authorizations (collectively "Permits") necessary for the lawful installation, operation and maintenance of the Antenna and the Equipment. Tenant shall not apply for any Permits without receiving Landlord's prior approval and Tenant shall pay, within ten (10) days of invoice, all costs and expenses reasonably incurred by Landlord in reviewing any of Tenant's plans and specifications and/or Permit applications. All work to be performed to the Premises by Tenant shall (i) be performed in a good and workmanlike manner by contractors approved in advance by Landlord and in compliance with all applicable zoning, building, fire, health and other codes, regulations, ordinances and laws, and (ii) be made at Tenant's sole cost and expense and at such times and in such a manner as Landlord may from time to time reasonably designate. Tenant shall pay promptly when due the entire cost of any work to the Premises performed by or on behalf of Tenant so that the Premises shall at all times be free of liens for labor and materials on account thereof, and at Landlord's request Tenant shall furnish to Landlord a bond or other security acceptable to Landlord assuring that any such work will be completed in accordance with the plans and specifications theretofore approved by Landlord and assuring that the Premises will remain free of any mechanics' lien or other encumbrances that may arise out of such work. In the event that Tenant needs to add connections to any carrier(s) that are presently or may in the future be co-located on the Premises, Tenant shall submit such request along with drawings to reflect such additional connection(s) to Landlord for review and approval, which shall not be unreasonably withheld. If Landlord fails to respond to Tenant's request within ten (10) working days, such consent shall be deemed granted. In addition, Tenant shall be responsible for the cost of repairing any damage to the Premises and the roof of the Building caused by the installation, presence or removal of the Antenna or any and all of the Equipment. In the event that Tenant needs to connect to a fiber service provider for optical and electrical transport services, Tenant shall submit such request along with drawings to reflect such additional connection to Landlord for review and approval, which shall not be unreasonably withheld. If Landlord fails to respond to Tenant's request within ten (10) working days, such consent shall be deemed granted. Tenant and its employees shall have a right of access to the entire Premises, including the roof of the Building, twenty four hours a day, seven

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days a week for the purpose of accessing the Antenna and Equipment. Tenant shall have the right to authorize additional parties to access the Premises in order to service or repair the Antenna or the Equipment so long as Tenant has delivered letters of authorization to Landlord with respect to such parties. In no event shall any party other than Tenant be allowed access to the roof of the Building unless Landlord has received letters of authorization from Tenant with respect to such party. Tenant shall give Landlord reasonable advance notice of the need to access the roof and Tenant will be accompanied by an authorized representative(s) of Landlord during such access; provided however, Tenant shall be authorized to access the roof immediately in an emergency situation without prior advance notice to Landlord.

13. Utilities. Rent in Section 4 includes Fifty Dollars ($50.00) per month, which is an estimated cost to cover Tenant's electrical consumption. Landlord shall, at Tenant's expense, install a separate electric meter measuring electrical consumption of the Antenna and the Equipment. On a periodic basis, such basis not to be longer than a calendar year, Landlord shall reconcile the actual cost of Tenant's electrical consumption ("Actual Electrical Cost") and the amount Tenant paid over the applicable period ("Estimated Electrical Cost"). If the Actual Electrical Cost for such period is less than the Estimated Electrical Cost for such period, Tenant shall receive a credit toward Tenant's Rent and if the Actual Electrical Cost for such period is greater than the Estimated Electrical Cost for such period, Landlord shall send Tenant a written invoice for such difference, which Tenant shall promptly pay. Landlord shall have no obligation to provide electrical service, or any other utility or service, to the Premises, the Antenna or the Equipment.

14. Nuisance, Etc. Tenant shall not injure, deface or otherwise harm the Premises; nor commit any nuisance; nor make, allow or suffer any waste; nor make any use of the Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the premiums for any of Landlord's insurance or which shall cause interference with any equipment or installations of Landlord or any other Tenant or other occupant of the Building.

15. Signs. Tenant shall not place any signs on the Premises or the Antenna.

16. Hazardous Waste. Tenant shall not introduce on or transfer to the Premises, any hazardous materials (as hereinafter defined); nor generate, store, use, release, spill or dispose of any hazardous materials in or on the Premises; and Tenant shall not commit or suffer to be committed in or on the Premises any act which would require any reporting or filing of any notice with any governmental agency pursuant to any statutes, laws, codes, ordinances, rules or regulations, present or future, applicable to the Building or to hazardous materials.

Tenant agrees that if it shall generate, store, release, spill, dispose of or transfer to the Premises any hazardous materials, it shall forthwith remove the same, at its sole cost and expense, in the manner provided by all applicable Environmental Laws, regardless of when such hazardous materials shall be discovered. Furthermore, Tenant shall pay any fines, penalties or other assessments imposed by any governmental agency with respect to any such hazardous materials and shall forthwith repair and restore any portion of the Premises which it shall disturb in so removing any such hazardous materials to the condition which existed prior to Tenant's disturbance thereof.

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Tenant agrees to deliver promptly to Landlord any notices, orders or similar documents received from any governmental agency or official concerning any violation of any Environmental Laws or with respect to any hazardous materials affecting the Premises or Property.

The term "hazardous materials" shall mean and include any oils, petroleum products, asbestos and any other toxic or hazardous wastes, materials and substances which are defined, determined or identified as such in any Environmental Laws, or in any judicial or administrative interpretation of Environmental Laws.

"Environmental Laws" shall mean any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges or releases of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes or the cleanup or other remediation thereof.

Notwithstanding anything to the contrary in this Lease, Tenant shall not be responsible for the cost of clean up or any other remedial measures for any environmental contamination to the Building or land on which the Building is located existing prior to the commencement of the Lease or caused at any time by any person other than Tenant. The obligations contained in this Section shall survive the expiration or termination of this Agreement.

17. Default. Tenant's failure to pay Rent or any other amount due hereunder which failure shall continue for ten (10) days after notice of such failure shall constitute a material default hereunder. Tenant's failure to observe or perform any other covenant or agreement contained herein on Tenant's part to be observed or performed, after Landlord shall have given Tenant ten (10) days notice of such non-observance or non-performance, shall constitute a material default hereunder. In the event of any such material default hereunder, in addition to all other remedies available at law or in equity, Landlord shall be entitled to terminate this Agreement by notice to Tenant. Notwithstanding such termination, Tenant shall be liable to Landlord for the payment of all amounts due hereunder from the date of termination through the scheduled expiration of the term and Tenant shall indemnify Landlord against all loss of Rent and other payments which Landlord may incur by reason of such termination.

Any and all rights and remedies which Landlord may have under this Agreement, and at law and equity (including without limitation actions at law for damages), for Tenant's failure to comply with its obligations under this Agreement shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

If Tenant shall default in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions of this

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Agreement, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid to Landlord by Tenant as additional rent.

In no event shall either Landlord or Tenant be liable to the other party for any loss of business or any other indirect or consequential damages, except as described in Section 10.

18. Quiet Enjoyment. Landlord agrees that upon Tenant's paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the term hereof without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Agreement.

19. Casualty and Eminent Domain. In the event that the Building, or any material part thereof, shall be taken by any public authority or for any public use, or shall be destroyed or damaged by fire or casualty, or shall be condemned by the action of any public authority, then this Agreement may be terminated at the election of Landlord.

Irrespective of the form in which recovery may be had by law, all rights to damages or compensation due to any taking or condemnation shall belong to Landlord in all cases. Tenant hereby grants to Landlord all of Tenant's rights to such damages and covenants to deliver such further assignments thereof as Landlord may from time to time request. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's personal property and business machines and equipment installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable by Landlord from the taking authority.

20. Notices. Notices hereunder shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be delivered by hand or sent by registered or certified mail, postage prepaid, return receipt requested:

If intended for Landlord:	REIT Management & Research LLC 800 West 34th Street, Suite 220 Austin, Texas 78705 ATTN: Area Manager
with a copy to:	REIT Management & Research LLC 400 Centre Street Newton, MA 02458 ATTN: Jennifer Clark

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Baker Botts L.L.P.
One Shell Plaza
910 Louisiana Street
Houston, TX 77002
ATTN: Consuella D. Simmons

(or to such other address or addresses as may from time to time hereafter be designed by Landlord by like notice).

If intended for Tenant: FiberTower Corporation
185 Berry Street Suite 4800
San Francisco, California 94107
Attention: Legal

With a copy to: FiberTower Corporation
990 N. Bowser Road, Suite 780
Richardson, Texas 75081
attn: Real Estate

(or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice).

All such notices shall be effective when delivered in hand (provided the party delivering the same shall prepare and present to the recipient for signature, a suitable receipt evidencing such delivery), or when deposited in the United States mail within the continental United States (provided that the same are received in the ordinary course at the address to which the same were sent).

21. Tenant Representation. Tenant represents that it has dealt with no broker in connection with this Agreement and in the event of any brokerage commission against Landlord predicated on prior dealings with Tenant, Tenant shall indemnify Landlord and defend and hold it harmless from and against any such claim.

22. Subordination. Except as hereinafter provided, this Agreement, and all rights of Tenant hereunder, are and shall be subject and subordinate to any and all mortgage which may now or hereafter affect the Building. Any mortgage to which this Agreement is subject and subordinate, is herein called a "Superior Mortgage" and the holder of a Superior Mortgage is herein called a "Superior Mortgagee". In confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord or any Superior Mortgagee may reasonably request to evidence such subordination. With respect to any future mortgage, Landlord shall request from the mortgagee a reasonable non-disturbance agreement in favor of Tenant.

If any Superior Mortgagee or the nominee or designee of any Superior Mortgagee shall succeed to the rights of Landlord under this Agreement, whether through possession or foreclosure action or deed, or otherwise, then at the request of such party so succeeding to Landlord's rights (herein called "Successor Landlord") and upon such Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize such

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Successor Landlord as Tenant's landlord under this Agreement and shall promptly execute and deliver any instrument that such Successor Landlord may reasonably request to evidence such attornment. Upon such attornment, this Agreement shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Agreement. Tenant agrees at any time and from time to time to execute a suitable instrument in confirmation of Tenant's agreement to attorn, as aforesaid.

If any Superior Mortgagee shall require any modification(s) of this Agreement, Tenant shall, at Landlord's request, promptly execute and deliver to Landlord such instruments effecting such modification(s) as Landlord shall require, provided that such modification(s) do not adversely affect in any material respect any of Tenant's rights under this Agreement in Tenant's reasonable judgment. In addition, and notwithstanding the preceding paragraph to the contrary, any Superior Mortgagee may, at its option, subordinate the Superior Mortgage to this Agreement by giving Tenant ten (10) days prior written notice of such election, whereupon this Agreement shall, irrespective of dates of execution, delivery and recording, be superior to such Superior Mortgage and no other documentation shall be necessary to effect such change.

23. Estoppel. Tenant shall, at any time upon fifteen (15) days' prior written notice from Landlord, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

24. Landlord Defined; Limitation of Landlord's Liability.

(a) The term "Landlord" as used in this Agreement, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of Landlord's interest in the Building, and in the event of any transfer or transfers of such title to said property, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Agreement thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Agreement on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective period of ownership of such interest in the Building.

(b) Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Agreement against any of Landlord's assets other than Landlord's interest in the Property, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Agreement, it being specifically agreed that in no event whatsoever shall Landlord ever be personally liable for any such liability. Tenant furthermore agrees that no trustee, officer, director, general or limited partner, member, shareholder, beneficiary, employee or agent (including any person or entity from time to time engaged to supervise and/or manage the operation of Landlord) of Landlord shall be held to any liability,

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jointly or severally, for any debt, claim, demand, judgment, decree, liability or obligation of any kind (in tort, contract or otherwise) of, against or with respect to Landlord or arising out of any action taken or omitted for or on behalf of Landlord.

(c) In no event shall either party ever be liable to the other party for any punitive damages or for any loss of business or any other indirect, special or consequential damages suffered by the other party from whatever cause, except pursuant to Section 10.

25. Landlord's Termination Right. Notwithstanding anything to the contrary contained herein, if Landlord is advised by the Federal Communications Commission or other government health agency that the presence or operation of the Antenna or the Equipment creates or poses a health risk or other danger to persons or property, Tenant shall have a reasonable opportunity to cure such health risk or danger, and if Tenant is unable to cure such risk or danger, Landlord shall have the right to terminate this Agreement by giving written notice to Tenant. Sixty (60) days after the giving of such notice, the term of this Agreement shall terminate.

26. Miscellaneous.

(a) Notwithstanding the foregoing, Landlord's consent shall not be required for maintenance, repairs or replacements of Tenant's initial installations with the same or substantially similar equipment and fixtures.

(b) Tenant shall reimburse Landlord, promptly on demand, for all reasonable legal, engineering and other professional services expenses incurred by Landlord in connection with any and all requests by Tenant for consent or approval hereunder.

(c) Landlord makes no representation or warranty that the Premises or the Building are suitable for the uses permitted under this Agreement. Tenant acknowledges and agrees that it has had an opportunity to conduct such tests and inspections and Tenant has desired to perform and has satisfied itself with respect to the condition of the Premises and the Building.

(d) Tenant shall not allow the Antenna or the Equipment to materially interfere with radio frequency transmission or reception from or to any equipment installed or operating in or from the Building as of the date Tenant commences operation of, or shall subsequently modify, Tenant's Antenna or Equipment. If Landlord determines that Tenant's Antenna or Equipment materially interferes with such radio frequency transmission or reception, Landlord shall give Tenant notice of such interference, which notice may be delivered orally with a written confirmation delivered as soon as reasonably practicable under the circumstances, and Tenant shall have up to forty-eight (48) hours from the date and time such notice is first given to eliminate such interference. If such interference is not or cannot be corrected within such forty-eight (48) hour period, Landlord shall have the right to use whatever means it deems reasonably necessary to eliminate such interference, including, without limitation, interrupting or causing the interruption of electrical service to the Premises. Notwithstanding the foregoing, if Landlord determines that such interference is caused by the willful act of Tenant and Tenant fails immediately to remedy such condition immediately after notice from Landlord, Landlord shall

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have the right to use whatever means it deems reasonably necessary to eliminate such interference at any time after the giving of such notice.

(c) Landlord agrees that any lease, license or other occupancy agreement for premises on the roof of the Building entered into after the date of this Agreement shall contain a covenant to the effect that the use of such premises by such tenant, licensee or occupant thereunder shall not cause material radio frequency interference with any telecommunications equipment in operation as of the date such tenant, licensee or occupant commences the operation of any radio frequency transmission or reception equipment at the Building. If the use of such premises by such other tenant, licensee or occupant causes material radio frequency interference with the Antenna or the Equipment, Landlord shall use reasonable efforts to cause the party creating such interference to remedy such condition. If, despite such reasonable efforts, Landlord is unable to cause the party creating such interference to remedy such condition, and, as a result, the Premises are rendered unusable for the uses permitted under this Agreement, then the Rent payable under this Agreement shall abate in proportion to the extent the Premises shall be rendered unusable until such interference is eliminated or Tenant resumes the use of the Premises for the uses permitted hereunder. If such interference materially interferes with Tenant's use of the Premises forty-eight (48) hours from the date and time such notice is first given to eliminate such interference, and such interference can be cured within such forty-eight (48) hour period (such period being extended to the period reasonably required to cure such interference if it cannot be cured within the initial forty-eight (48) hour period), then Tenant may terminate this Agreement by not less than ten (10) days' notice to Landlord, provided, however, that if such condition shall be remedied within such ten (10) day period, such notice shall be null and void and without further force or effect and this Agreement shall continue in full force and effect in accordance with its terms.

27. Applicable Law and Construction. This Agreement shall be governed by and construed in accordance with the laws of the state or district in which the Property is located and if any provisions of this Agreement shall to any extent be invalid, the remainder of this Agreement shall not be affected thereby. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Agreement is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Agreement or in any other written agreement which may be made between the parties concurrently with the execution and delivery of this Agreement and which shall expressly refer to this Agreement. All understandings and agreements heretofore made between the parties are merged in this Agreement and any other such written agreement(s) made concurrently herewith, which alone fully and completely express the agreement of the parties and which are entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement or any other such written agreement(s) made concurrently herewith. This Agreement may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Agreement. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and Tenant shall have no right to the Premises hereunder until the execution and delivery hereof by both Landlord and Tenant. Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the

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successors and assigns, respectively, of Landlord and Tenant and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors and assigns. Each term and each provision of this Agreement to be performed by Tenant shall be construed to be both an independent covenant and a condition and time is of the essence with respect to the exercise of any of Tenant's rights under this Agreement. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment of Tenant. Except as otherwise set forth in this Agreement, any obligations of Tenant (including, without limitation, rental and other monetary obligations, repair obligations and obligations to indemnify Landlord), shall survive the expiration or earlier termination of this Agreement, and Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant's failure to satisfy any such obligation (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Agreement).

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement, as a sealed instrument, as of the day and year first above written.

LANDLORD:

B&G VISTA RIDGE, L.P.

By: B&G Vista Ridge GP Corp.,
its general partner

By: _____
~~Jennifer B. Clark~~ David M. Lepore
Vice President

TENANT:

FIBERTOWER CORPORATION

By: _____
Name: Richard J. Kane
Title: VP Deployment

[ATTACH CORPORATE CLERK'S/SECRETARY'S CERTIFICATE EVIDENCING AUTHORITY AND INCUMBENCY]

EXHIBIT 2

EXHIBIT A

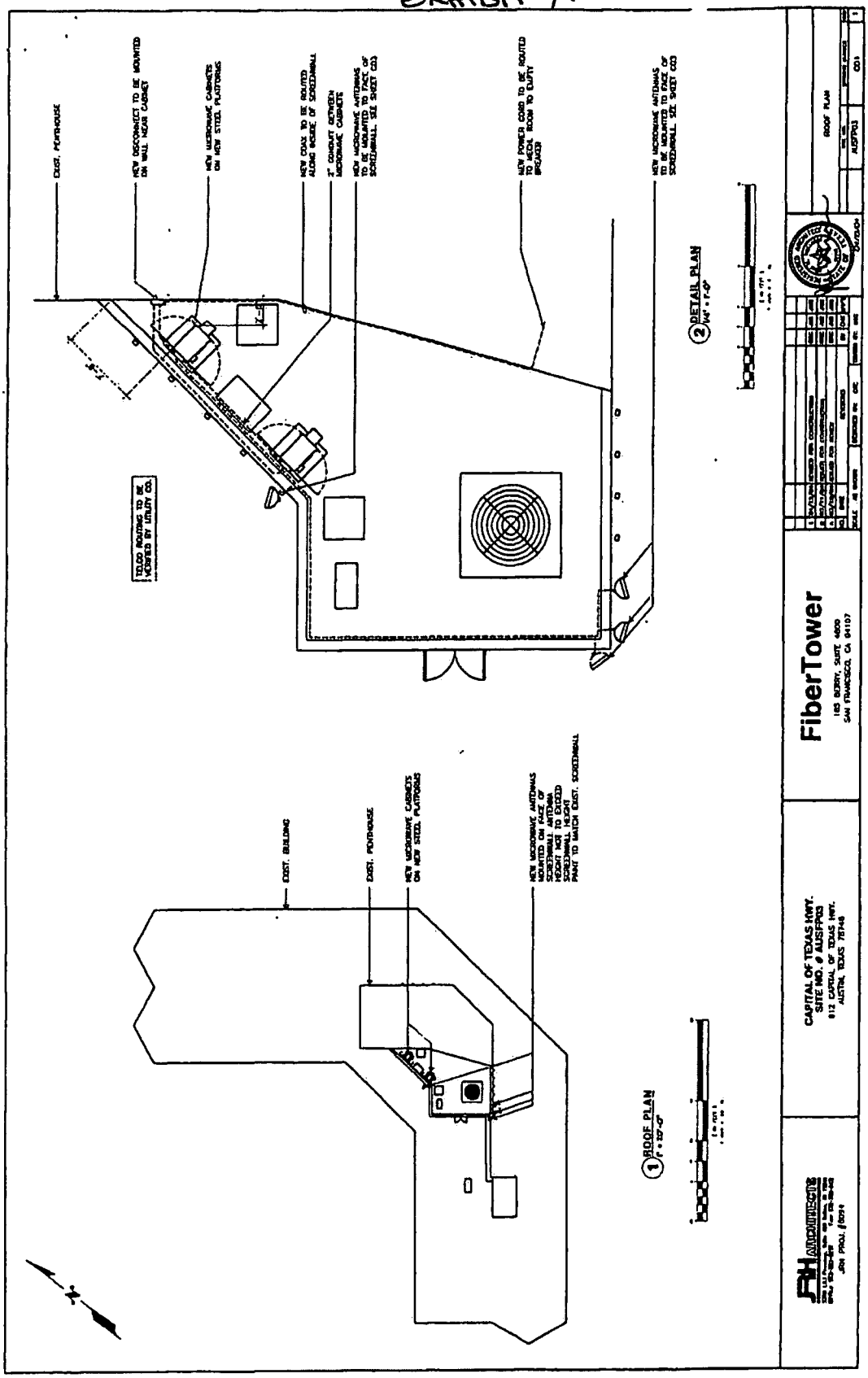

EXHIBIT 2

EXHIBIT B

PREMISES AND COMMUNICATIONS FACILITY

[See Plan of Premises and Communications Facility attached hereto]

Exhibit "B"
SKYTEL CORP.
RECEIVER EQUIPMENT & OTHER CONSIDERATIONS
(Indoor Installation)
FOR LICENSOR'S INTERNAL USE ONLY

MANUFACTURER:	Motorola
MODEL:	T5538A
F.C.C. ID NBR:	ABZ89FR5780

or

MANUFACTURER:	Glenayre
MODEL:	R9900
F.C.C. ID NBR:	BFLGL-R9900

FREQUENCY:	901.200 - 901.250 MHz
MODULATION:	FM/four level FSK
ELECTRONICS:	Superheterodyne Receiver Channel spacing: 12.5 KHz Number of channels: 4
POWER REQMTS:	100vac - 135vac, 60 Hz
CURRENT DRAW:	Maximum - 0.7A @ 115vac
POWER USAGE:	80.5 Watts total
HEAT GENERATION:	275 BTU/hr.
SIZE:	25" H x 22" W x 21" D
WEIGHT:	150 lbs.
ANTENNA:	Andrews PGN0F-0091-011, 7' H x 1.5" dia., weight 8 lbs.
COAX CABLE:	LDF4 (1/2") if less than 125' or LDF5 (7/8") if more than 125'

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R082099

CONFIDENTIAL

EXHIBIT 2

SCALA

PROFESSIONAL ANTENNA SYSTEMS FOR BROADCAST AND COMMUNICATIONS

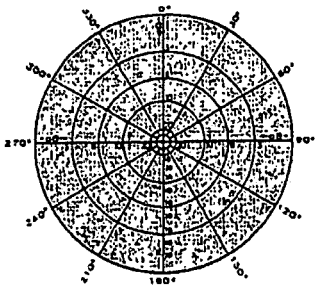
OGB9-915

OMNIDIRECTIONAL ANTENNA

9 dBd gain
870–960 MHz (broadband)
0°, 3°, or 5° electrical downtilt

The Scala OGB9-915 is a 9 dBd broadband center-fed collinear antenna designed for professional fixed-station applications in the 870–960 MHz band. The careful selection of materials and conservative electrical and mechanical design result in high performance and long service life in all types of adverse environmental conditions.

The OGB9-915 features a heavy extruded aluminum base, stainless steel V-bolts and a rugged gray fiberglass radome to protect the precision radiator assembly.



H-plane
Horizontal pattern – V-polarization

Specifications:

Frequency range	870–960 MHz (broadband)
Gain	9 dBd
Impedance	50 ohms
VSWR	< 1.5:1
Intermodulation (2x20w)	IM3: -150dBc
Polarization	Vertical
Maximum input power	500 watts (at 50°C)
H-plane beamwidth	Omni
E-plane beamwidth	7 degrees (half-power)
Electrical downtilt	0, 3, or 5 degrees
Connector	N or 7/16 DIN female
Weight	17.5 lb (7.9 kg)
Height	128 inches (3265 mm)
Radome diameter	2 inches (51 mm)
Wind survival rating*	120 mph (200 kph)
Equivalent flat plate area	1.31 ft² (0.122 m²)
Shipping dimensions	137 x 5.5 x 5.5 inches (3480 x 140 x 140 mm)
Shipping weight	35 lb (15.9 kg)
Mounting	For masts of 2 to 3.75 inch (50 to 94 mm) OD.

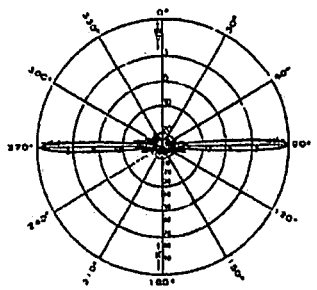
See reverse for order information.

* Mechanical design is based on environmental conditions as stipulated in EIA-222-F (June 1996) and/or ETS 300 019-1-4 which include the static mechanical load imposed on an antenna by wind at maximum velocity. See the Engineering Section of the catalog for further details.

For offset pattern, use with RFL-200 series or RFL-500 series Reflector Kits.

RFL-200 RFL-500

See page D 2 and D 3



E-plane
Vertical pattern – V-polarization

SCALA ELECTRONIC CORPORATION
Post Office Box 4580 Phone: (541) 779-6500
Medford, OR 97501 (USA) Fax: (541) 779-3991
http://www.scala.net

Scala Electronic Corporation is a member of the Kathrein Group

10518-A

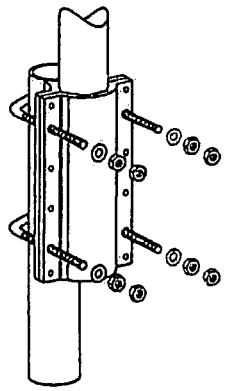
EXHIBIT 2

SCALA

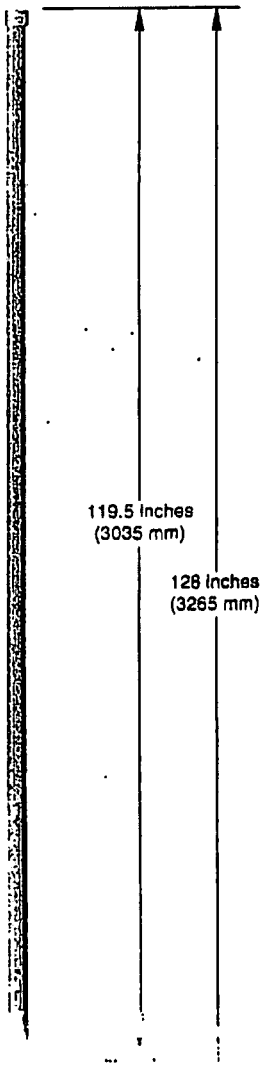
OGB9-915

OMNIDIRECTIONAL ANTENNA

9 dBd gain
870–960 MHz (broadband)
0°, 3°, or 5° electrical downtilt



Mounting



Order Information:

Model	Description	Stock Code
OGB9-915N	Antenna with N termination 0° electrical downtilt	65702-003
OGB9-915N/DT3	Antenna with N termination 3° electrical downtilt	65702-005
OGB9-915N/DT5	Antenna with N termination 5° electrical downtilt	65702-009
OGB9-915NU	Antenna with N termination For inverted installation 0° electrical downtilt	65702-004
OGB9-915NU/DT3	Antenna with N termination For inverted installation 3° electrical downtilt	65702-007
OGB9-915NU/DT5	Antenna with N termination For inverted installation 5° electrical downtilt	65702-010
OGB9-915D	Antenna with 7/16 DIN termination 0° electrical downtilt	65702-001
OGB9-915D/DT3	Antenna with 7/16 DIN termination 3° electrical downtilt	65702-006
OGB9-915D/DT5	Antenna with 7/16 DIN termination 5° electrical downtilt	65702-011
OGB9-915DU	Antenna with 7/16 DIN termination For inverted installation 0° electrical downtilt	65702-002
OGB9-915DU/DT3	Antenna with 7/16 DIN termination For inverted installation 3° electrical downtilt	65702-008
[illegible]	Antenna [illegible] For [illegible] [illegible] electrical [illegible]	[illegible]

subject to change without notice

EXHIBIT 2

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "First Amendment") is entered into as of Jan. 14, 2008, ~~2007~~ by and between B&G VISTA RIDGE, L.P., a Texas limited partnership ("Landlord") and FIBERTOWER NETWORK SERVICES CORP., a Delaware corporation ("Tenant") formerly known as FiberTower Corporation.

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated April 7, 2004 (the "Original Lease") for certain premises in the building known as Vista Ridge and located at 912 Capital of Texas Highway, Austin, Texas; and

WHEREAS, Landlord has to agreed to Tenant's installation of additional antennas and certain other equipment, subject to and upon the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Lease is hereby amended as follows:

1. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

2. In order to reflect the installation by Tenant of one (1) Antenna and one (1) equipment cabinet more than that which was initially set forth in the Lease, effective retroactively as of the Commencement Date, the second Whereas paragraph on page 1 of the Lease is hereby deleted and replaced with the following:

"WHEREAS, Tenant desires to lease from Landlord certain areas of the Building as shown on Exhibit A (the "Premises") for the purpose of placing therein and thereon five (5) microwave dishes of the type shown on Exhibit B (collectively, the "Antenna") and certain related connecting and powering equipment (collectively, the "Equipment") which shall be housed in two (2) equipment cabinets, upon certain terms and conditions herein contained."

3. Exhibit B to the Lease is hereby replaced with Exhibit B attached hereto.

4. Simultaneously with Tenant's execution of this First Amendment, Tenant shall pay Landlord $17,458.86 which sum constitutes the difference between the Rent paid by Tenant to Landlord for the period commencing on the Commencement and ending on November 30, 2007 and the Rent which Landlord would have required be paid for that period had the initial installation referred to in Section 2 above been recited at the time the Lease was originally executed.

5. In addition to the Antenna and Equipment shown on Exhibit B, Landlord hereby agrees that Tenant, at Tenant's sole cost and expense, may install on the roof of the Building two (2) additional antennas and related equipment shown and described in the plans and specifications attached hereto as Exhibit B-1. The definitions of Antenna and Equipment shall be deemed to include the antennas and equipment shown and described in Exhibit B-1, effective retroactively as of December 1, 2007.

EXHIBIT 3

6. For the period commencing retroactively on December 1, 2007 and expiring on May 31, 2009, Tenant shall pay Rent in accordance with the following schedule:

Period	Rent (per annum)	monthly installment
December 1, 2007 – May 31, 2008	$23,535.36	$1,961.28
June 1, 2008 – May 31, 2009	$24,241.42	$2,020.12

7. Section 20 of the Lease is hereby amended to reflect that notices shall be sent to Tenant at the following address:

FiberTower Network Services Corp.
720 Avenue F, Suite 109
Plano, TX 75074
Attn: Real Estate

8. Tenant warrants and represents that it has dealt with no broker in connection with the consummation of this First Amendment, and in the event of any brokerage claims or liens, against Landlord or the Building predicated upon or arising out of prior dealings with Tenant, Tenant agrees to defend the same and indemnify and hold Landlord harmless against any such claim, and to discharge any such lien.

9. As amended hereby, the Lease is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereunto have executed this First Amendment as of the date first written above.

LANDLORD:

B&G VISTA RIDGE, L.P

By: B&G Vista Ridge GP Corp., its general partner

By: Jennifer B. Clark
Jennifer B. Clark
Vice President

TENANT:

FIBERTOWER NETWORK SERVICES CORP.

By:
Name: KARL KUYKENDALL
Title: REGIONAL OPERATIONS DIRECTOR

{B0706423; 1}

EXHIBIT 3

Exhibit A

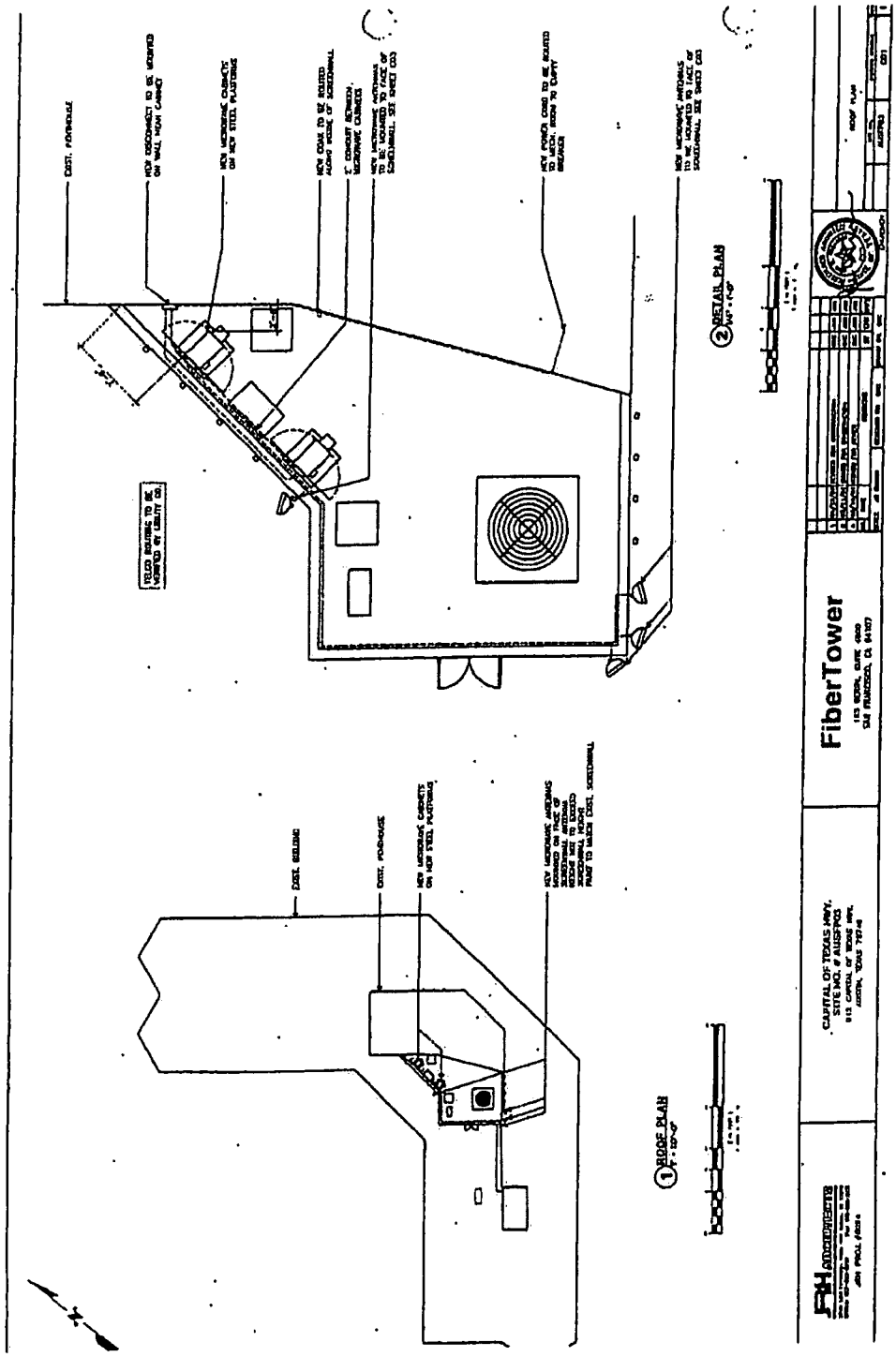


EXHIBIT 3

Exhibit B

1. Two (2) Fibertower Magnetek Cabinets
2. Seven (7) Antennas
   (a) two (2) HP3-18
   (b) one (1) HP2-18
   (c) one (1) HP4-107
   (d) three (3) GF2-180

EXHIBIT 3

Exhibit B-1

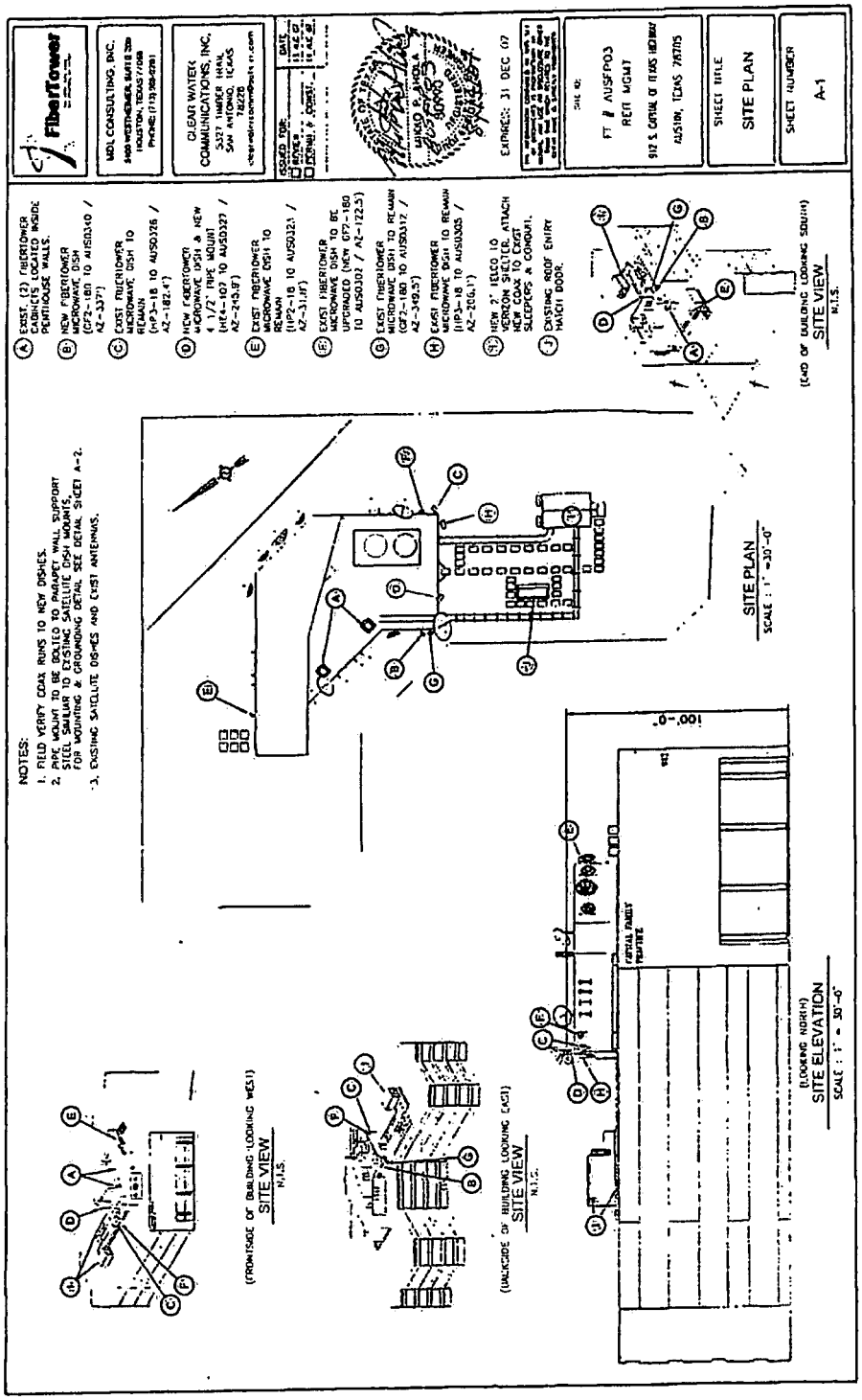


EXHIBIT 3

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (this "Second Amendment") is entered into as of May 4, 2009 by and between B&G VISTA RIDGE, L.P., a Texas limited partnership ("Landlord") and FIBERTOWER NETWORK SERVICES CORP., a Delaware corporation ("Tenant") formerly known as FiberTower Corporation.

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated April 7, 2004, as amended by that certain First Amendment to Lease dated January 14, 2008 (collectively, the "Lease") for certain premises in the building known as Vista Ridge and located at 912 Capital of Texas Highway, Austin, Texas; and

WHEREAS, the term of the Lease is scheduled to expire on May 31, 2009; and

WHEREAS, Landlord and Tenant have agreed to amend the Lease to extend the term thereof, subject to and upon the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Lease is hereby amended as follows:

1. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

2. The term of the Lease is hereby extended for a period of five (5) years and shall expire on May 31, 2014. Landlord and Tenant acknowledge that this five-year extension constitutes the first Extended Term and as a result Tenant has only one remaining option to extend the term of the Lease for the second Extended Term, subject to and in accordance with Section 3 of the Lease.

3. For the period commencing on June 1, 2009 and expiring on May 31, 2014, Tenant shall pay Rent in accordance with the following schedule:

Period	Rent (per annum)	monthly installment
June 1, 2009 – May 31, 2010	$24,968.66	$2,080.72
June 1, 2010 – May 31, 2011	$26,217.09	$2,184.76
June 1, 2011 – May 31, 2012	$27,527.95	$2,294.00
June 1, 2012 – May 31, 2013	$28,904.34	$2,408.70
June 1, 2013 – May 31, 2014	$30,349.56	$2,529.13

4. Tenant warrants and represents that it has dealt with no broker in connection with the consummation of this Second Amendment, and in the event of any brokerage claims or liens, against Landlord or the Building predicated upon or arising out of prior dealings with Tenant, Tenant agrees to defend the same and indemnify and hold Landlord harmless against any such claim, and to discharge any such lien.

5. As amended hereby, the Lease is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereunto have executed this Second Amendment as of the date first written above.

LANDLORD:

B&G VISTA RIDGE, L.P

By: B&G Vista Ridge GP Corp., its general partner

By: _____
David M. Lepore
Vice President

TENANT:

FIBERTOWER NETWORK SERVICES CORP.

By: _____
Name: GEORGE RAY
Title DIRECTOR OF NATIONAL REAL ESTATE

{B0873683; 1}

EXHIBIT 4

B & G Vista Ridge LP
c/o REIT Management & Research
P.O. Box 845441
Boston, MA 02284-5441

Statement

FiberTower Network Svcs Corp
720 Avenue F, Ste 109
Attn: Real Estate
Plano, TX 75074

Property: 912 South Capital of Texas Highway
Billing Date: 05/01/2013
Account: 172001-t0000108
Suite Numbers: N/A

Amount: $_____

**Please enclose this portion with your remittance.

Billing For:

FiberTower Network Services Corp.
912 S. Capital of TX Highway
Rooftop unit
Austin, TX

Billing Date: 05/01/2013

Charge Date	Description	Amount
01/23/2012	Meter Reading 12/11	236.76
04/01/2012	Additional Lease Income (04/2012)	2,154.21
04/01/2012	Electricity Reimbursement (04/2012)	50.00
04/11/2012	Meter Reading 2/2012	100.47
05/01/2012	Additional Lease Income (05/2012)	201.64
05/01/2012	Electricity Reimbursement (05/2012)	50.00
05/25/2012	Meter Reading 3/7-5/3/2012	215.50
06/01/2012	Additional Lease Income (06/2012)	911.39
06/01/2012	Electricity Reimbursement (06/2012)	50.00
07/01/2012	Additional Lease Income (07/2012)	1,243.20
07/01/2012	Electricity Reimbursement (07/2012)	3.23
07/01/2012	Meter Readings 5/2012	128.63
	Total Due :	$5,345.03

Please pay by due date as defined in the terms of your lease to avoid late charges.

If you have any questions, please call Tanisha Murray at 512-346-7500.

EXHIBIT 5

B & G Vista Ridge LP
c/o REIT Management & Research
P.O. Box 845441
Boston, MA 02284-5441

Statement

FiberTower Network Services Corp.
720 Avenue F
Suite 109
Plano, TX 75074

Property: 912 South Capital of Texas Highway
Billing Date: 05/01/2013
Account: 172001-t0008928
Suite Numbers: ROOF1

Amount: $_____

**Please enclose this portion with your remittance.

Billing For:

POST P - FiberTower Network Services Corp.

Billing Date: 05/01/2013

Charge Date	Description	Amount
08/02/2012	7/12 Antenna Rent	77.70
08/02/2012	7/12 Electricity Reimbursement	24.19
08/15/2012	Meter readings June and July 2012	187.08
05/01/2013	Antenna Rent (05/2013)	2,408.70
05/01/2013	Electricity Reimbursement (05/2013)	50.00
	Total Due :	$2,747.67

Please pay by due date as defined in the terms of your lease to avoid late charges.

If you have any questions, please call Tanisha Murray at 512-346-7500.

EXHIBIT 5

Sam Chang
111 Congress Avenue, Suite 1400
Austin, Texas 78701
(512) 479-1191
(512) 226-7311 (fax)
schang@brownmccarroll.com

BROWN MCCARROLL
Attorneys at Law

May 30, 2013

Via overnight courier

BMC Group, Inc.
Attn: FiberTower Ballot Processing
18675 Lake Drive East
Chanhassen, MN 55317

RE: *In re FiberTower Network Services Corp. et al.*, Jointly administered under Case No. 12-44027, in the Bankruptcy Court for the Northern District of Texas

BMC Group, Inc.,

Attached with this letter are the following:

1. B & G Vista Ridge, L.P.'s request for administrative expense
2. CW NOM LLC's request for administrative expense
3. B&G Vista Ridge, L.P.'s Proof of Claim (to be filed in Case No. 12-44027)
4. Hub Properties Trust's Proof of Claim (to be filed in Case No. 12-44029)
5. CW NOM LLC's Proof of Claim (to be filed in Case No. 12-44029)

Please do not hesitate to contact me if you would like to discuss this matter further.

Sincerely,

Sam Chang

From: (512) 479-1191
Sam Chang
brownmccarroll
111 Congress
Suite 1400
Austin, TX 78701

Origin ID: AUSA

FedEx. Express

J13111302120326

Ship Date: 30MAY13
ActWgt: 1.0 LB
CAD: 8682401/INET3370

Delivery Address Bar Code

SHIP TO: (512) 479-1191 BILL SENDER

FiberTower Ballot Processing
BMC Group, Inc.
18675 Lake Drive East

Chanhassen, MN 55317

Ref # 1.849 FiberTower
Invoice #
PO #
Dept #

RECEIVED

MAY 31 2013

BMC GROUP

FRI - 31 MAY 10:30A
PRIORITY OVERNIGHT

TRK# 7998 8106 7802
0201

XH FBLA

55317
MN-US
MSP

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