

EXHIBIT B

DATA CENTER/TECHNOLOGY LEASE

ONE SUMMER STREET

MARKLEY ONE SUMMER STREET, LLC,

a Delaware limited liability company

as Landlord,

and

FiberTower Corporation

a Delaware Corporation

as Tenant

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 <u>PREMISES, BUILDING, PROJECT, AND COMMON AREAS</u>	1
SECTION 2 <u>LEASE TERM</u>	2
SECTION 3 <u>BASE RENT</u>	2
SECTION 4 <u>ADDITIONAL RENT</u>	2
SECTION 5 <u>SERVICES AND UTILITIES</u>	3
SECTION 6 <u>INSURANCE</u>	4
SECTION 7 <u>NONWAIVER</u>	6
SECTION 8 <u>ASSIGNMENT AND SUBLETTING</u>	6
SECTION 9 <u>SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES</u>	7
SECTION 10 <u>HOLDING OVER</u>	7
SECTION 11 <u>ESTOPPEL CERTIFICATES</u>	7
SECTION 12 <u>SUBORDINATION</u>	7
SECTION 13 <u>DEFAULTS; REMEDIES</u>	8
SECTION 14 <u>SIGNS</u>	9
SECTION 15 <u>LATE CHARGES</u>	9
SECTION 16 <u>MISCELLANEOUS PROVISIONS</u>	10

ONE SUMMER STREET

DATA CENTER/TECHNOLOGY LEASE

This Data Center/Technology Lease (the "Lease"), dated as of the date set forth in Item 1 of the Summary of Basic Lease Information (the "Summary"), below, is made by and between MARKLEY ONE SUMMER STREET, LLC, a Delaware limited liability company ("Landlord"), and FiberTower Corporation, a Delaware corporation ("Tenant").

SUMMARY OF BASIC LEASE INFORMATION

<u>ITEM</u>	<u>TERMS OF LEASE</u>	<u>DESCRIPTION</u>
1.	Date:	December <u>31</u> , 2004 (the "Effective Date")
2.	Premises (<u>Section 1</u>):	
	2.1 Building:	Approximately 392,000 rentable square feet located at One Summer Street, Boston, Massachusetts 02111.
	2.2 Premises:	Approximately 40 rentable square feet of space located on the 4th floor of the Building, as more particularly shown on <u>Exhibit A</u> attached to the Lease.
	2.3 Additional Space	Roof Rights for One (1) antenna for additional \$200 per month
3.	Lease Term (<u>Section 2</u>):	
	3.1 Length of Term:	Five (5) years and no (0) months
	3.2 Lease Commencement Date:	January 1, 2005.
	3.3 Lease Expiration Date:	April 30, 2010, the date immediately preceding the Fifth (5 th) anniversary of the Rent Commencement Date.
	3.4 Renewal Options	One (1) Option for additional term of Five (5) years
4.	Base Rent (<u>Section 3</u>):	

- 4.1 **Base Rent** \$9,600 annually, with annual increase of 3% of the base rent for the preceding year.
- 4.2 **Monthly Payments** \$800 per month with annual increase of 3% of the monthly payments for the preceding year. The first month of rent is due upon execution of this Lease.
- 4.3 **Rent Commencement Date:** May 1, 2005, Four (4) months after the Lease Commencement Date Referenced in Summary Section 3.2 above.
5. **Tenant's Share** (Section 4): Approximately .01%.
6. **Permitted Use** (Section 5): Data center and technology use, including up to four (4) dishes on the rooftop, consistent with a first-class data center and technology building.
7. **Security Deposit** \$1600, due upon execution of this Lease.
8. **Address of Tenant** (Section 16.10):
FiberTower Corporation
990 N. Bowser Road, Suite 780
Richardson, Texas 75081
Attention: _Real Estate
9. **Address of Landlord** (Section 16.10):
Markley One Summer Street, LLC
One Summer Street
Boston, Massachusetts 02111
Attention: Jeffrey D. Markley
- with a copy to:

Markley Group
633 West 5th Street, 67th Floor
Los Angeles, CA 90071
Phone: 213-622-3000
Fax: 800.507.4179
Attention: Devon S. Cutchins
10. **Broker(s)** N/A

SECTION 1

PREMISES, BUILDING, PROJECT, AND COMMON AREAS

1.1. Premises, Building, Project and Common Areas.

1.1.1 The Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the space as set forth in Item 2.2 of the Summary of Basic Lease Information (“**Summary**”) and outlined in Exhibit A attached hereto (the “**Premises**”). The parties hereto agree that the lease of the Premises is upon and subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions by it to be kept and performed and that this Lease is made upon the condition of such performance. The parties hereto hereby acknowledge that the purpose of Exhibit A is to show the approximate location of the Premises in the “Building,” as that term is defined in Section 1.1.2, below, only, and such Exhibit is not meant to constitute an agreement, representation or warranty as to the construction of the Premises. The parties hereto agree and acknowledge that the Premises are **not** part of an interconnection facility or meet me room. No interconnection or managed services shall be provided by Landlord. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Building were at such time in good and sanitary order, condition and repair.

1.1.2 The Building and The Project. The Premises are a part of the building set forth in Item 2.1 of the Summary (the “**Building**” or the “**Project**”).

1.1.3 Access. Landlord agrees that, subject to Landlord's reasonable rules and regulations, and access control systems and procedures, and the terms of this Lease, Tenant shall have access to the Premises, and Common Areas on the 4th floor, 24 hours a day, 365 days a year during the Lease Term.

1.2 Rentable Square Feet. The rentable square feet of the Premises is approximately as set forth in Item 2.2 of the Summary, and the rentable square feet of the Building is approximately as set forth in Item 2.1 of the Summary. For purposes hereof, the “**rentable square feet**” of the Premises shall be calculated by Landlord pursuant to Landlord's standard rentable area measurements for the Building, to include, among other calculations, a portion of the common areas and service areas of the Building and Project. The parties hereby stipulate that the Premises contain the rentable square feet set forth in Item 2.2 of the Summary, and neither such square footage amount, nor the square footage amount set forth in Section 2.1, is subject to adjustment or remeasurement by Landlord or Tenant. Accordingly, there shall be no adjustment in the Base Rent or other amounts set forth in this Lease which are determined based upon the rentable square feet of the Premises.

1.3 Additional Space. Tenant may lease additional space on the roof of the Building to install One (1) antenna (“Additional Space”) for an additional Two Hundred Dollars (\$200) per month. If Tenant does elect to lease the Additional Space, Tenant and Landlord will execute an Amendment to this Lease designating the location of the Additional Space. The Term for the Additional Space will be coterminous with the Term as specified in Item 3 of the Summary.

SECTION 2

LEASE TERM

2.1. **Lease Term.** The terms and provisions of this Lease shall be effective as of the date of this Lease. The term of this Lease (the "**Lease Term**") shall be as set forth in Item 3.1 of the Summary, shall commence on the date set forth in Item 3.2 of the Summary (the "**Lease Commencement Date**"), and shall terminate on the date set forth in Item 3.3 of the Summary (the "**Lease Expiration Date**") unless this Lease is sooner terminated as hereinafter provided. For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive twelve (12) month period during the Lease Term; provided, however, that the last Lease Year shall end on the Lease Expiration Date. At any time during the Lease Term, Landlord may deliver to Tenant a notice in the form as set forth in Exhibit B, attached hereto, as a confirmation only of the information set forth therein, which Tenant shall execute and return to Landlord within five (5) business days after receipt thereof.

2.2. **Renewal Option:** This Agreement will automatically renew for One (1) additional five (5) year Term (the "Extension Term"), upon the same terms and conditions otherwise provided for in this Lease, unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

SECTION 3

BASE RENT

Tenant shall pay, without prior notice or demand, to Landlord or Landlord's agent at the management office of the Project, or, at Landlord's option, at such other place as Landlord may from time to time designate in writing, by a check for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, base rent for the Premises ("**Base Rent**"), payable in equal monthly installments as set forth in Item 4 of the Summary in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction whatsoever. The Base Rent for the first full month of the Lease Term, along with the entire security deposit, shall be paid at the time of Tenant's execution of this Lease.

SECTION 4

ADDITIONAL RENT

4.1. **General Terms.** In addition to paying the Base Rent specified in Section 3 of this Lease, Tenant shall pay "Tenant's Share" of the annual "Direct Expenses", "Operating Expenses" and "Tax Expenses", not to exceed \$1,000 for each "Expense Year" as such terms are defined in Section 4.2 of this Lease. Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, are hereinafter collectively referred to as the "**Additional Rent**", and the Base Rent and the Additional Rent are herein collectively referred to as "**Rent**." All amounts due under this Section 4 as Additional Rent shall be payable for the same periods and in the same manner as the Base Rent. Without limitation on other obligations of Tenant which survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Section 4 shall survive the expiration of the Lease Term.

4.2. **Definitions of Key Terms Relating to Additional Rent.** As used in this Section 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 “**Direct Expenses**” shall mean, collectively, “Operating Expenses” and “Tax Expenses” (as such terms are defined below in this Section 4.2).

4.2.2 “**Expense Year**” shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive month period, and, in the event of any such change, Tenant's Share of Direct Expenses shall be equitably adjusted for any Expense Year involved in any such change.

4.2.3 “**Operating Expenses**” shall mean all expenses, costs and amounts of every kind and nature which Landlord pays or accrues during any Expense Year because of or in connection with the ownership, management, maintenance, security, repair, replacement, restoration or operation of the Project, or any portion thereof.

4.2.4 “**Tax Expenses**” shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary (including, without limitation, real estate taxes, general and special assessments, taxes and assessments imposed by or under any business improvement district which includes the Building, transit taxes, leasehold taxes, taxes based upon the receipt of rent, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Project, or any portion thereof), which shall be paid or accrued during any Expense Year because of or in connection with the ownership, leasing and operation of the Project, or any portion thereof.

4.2.5 “**Tenant's Share**” shall mean the percentage set forth in Item 5 of the Summary, and is based on the ratio of the rentable square footage of the Premises to the total rentable square footage of the Building, and not to exceed \$1,000 per Expense Year.

SECTION 5

SERVICES AND UTILITIES

5.1. **Standard Tenant Services.** Landlord shall provide the following services to the Premises.

5.1.1 **HVAC.** Heating, ventilation and air conditioning (“**HVAC**”) service in the Premises, will be provided by Landlord, (collectively, “**HVAC Equipment**”), which shall be subject to the direct control of Landlord.

5.1.2 **Electrical Usage.** Landlord shall install in the Premises a switch tying in to the Building's bus duct system to obtain an electrical supply for the Premises and two (2) twenty (20) amp circuits (one UPS backed up and the other generator). In the event that more power is required for the Premises, Tenant shall install, at Tenant's sole cost and expense, additional circuits to accommodate such needs. Additional electricity shall be separately metered and Tenant shall be responsible for the cost of any such power. Landlord will bill Tenant on a monthly basis for the additional power provided to the Premises and shall not charge any additional mark-ups on the power supply.

5.2. **Emergency Generator.** Landlord has installed for the benefit of the tenants of the Building an emergency generator plant (the “**Building Emergency Generators**”) in the Building which is in service as of the execution of this Lease. Tenant's use of such emergency power shall be in accordance with such rules and regulations as may be established by Landlord from time to time.

5.3. **Construction of Conduit and Distribution Rights.** Subject to Landlord's approval of Tenant's detailed plans as to method of installation and location, Landlord shall permit Tenant, at its sole cost and expense, to install, use, operate and maintain telecommunications conduits, cabling and necessary appurtenances in the risers or other locations in, on or to the Building, as necessary for Tenant to connect to any other tenant or licensee in the Building. Tenant reserves the right to connect to a fiber service provider ("FSP") for optical and electrical transport services, which shall include the right for Tenant to install or cause to be installed cable from the public right of way through the conduit, riser and/or telecommunications space located in the Building to connect to the Tenant's equipment. Landlord will fully cooperate with any FSP requesting an easement over, under and across the land on which the Building is located in order for the FSP to provide service to the Tenant. Specifically, Tenant shall have the right to construct, at Tenant's sole cost and expense, one four inch (4") conduit from the Chauncy Street side of the Building to Tenant's space on the 4th floor. All of Tenant's conduits and cabling shall be clearly labeled and tagged with Tenant's name and an emergency contact phone number at each floor and at a maximum of twenty feet apart, at Tenant's sole cost and expense. Tenant shall not allow any cabling or loose wiring to exist in the Building, outside the Premises, except as otherwise permitted in this Lease to be field verified and approved in writing by Landlord.

5.4. **Not An Interconnection Facility.** Landlord and Tenant hereby acknowledge and agree that Landlord, at the time of the execution of this Lease, does not operate an interconnection facility. Landlord shall not provide any interconnection services to Tenant and shall not charge any fee or surcharge for connections made by Tenant. Tenant is free to contract with the third party provider of its choice to provide interconnection services, provided that such third party provider meets with the rules and regulations established by the building.

5.5. **Interruption of Use.** Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service (including without limitation telephone, telecommunication and emergency power services), or for any diminution or interruption in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Project after commercially reasonable effort to do so, by any accident, riot or other dangerous conditions, emergencies, or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause beyond Landlord's reasonable control; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Section 5 or elsewhere in this Lease. As a material inducement to Landlord's entry into this Lease, Tenant waives and releases any rights it may have to make repairs at Landlord's expense under Massachusetts Law and under any similar Laws now or hereafter in effect.

SECTION 6

INSURANCE

6.1. **Indemnification and Waiver.** Tenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever and agrees that Landlord, its partners, subpartners and their respective officers, agents, employees and independent contractors (collectively, "**Landlord Parties**") shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is

sustained by Tenant or by other persons claiming through Tenant, except to the extent caused by the gross negligence or willful misconduct of Landlord Parties. Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from and against any and all Claims incurred in connection with or arising from: (i) any cause in, on or about the Premises (excepting only causes arising within the walls of the Premises or pipes under the control of the Landlord); (ii) any acts, omissions or negligence of Tenant or of any person claiming by, through or under Tenant, or of any of Tenant's Customers, the contractors, agents, employees, invitees and/or licensees of Tenant or any such person, in, on or about the Project (including, without limitation, any Claims relating to the installation, placement, removal or financing of any Alterations, improvements, fixtures, conduit, equipment and/or appurtenances in, on or about the Premises and Project); and/or (iii) any breach by Tenant of the terms of this Lease. The provisions of this Section 6.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or the breach of any provision of this Agreement, except to the extent attributable to the gross negligence or willful misconduct of Tenant, its employees, agents or independent contractors. Notwithstanding anything to the contrary in this Agreement, each of Tenant and Landlord hereby waives any claims that they may have against the other with respect to consequential, incidental or special damages. Tenant's and Landlord's agreement to indemnify each other pursuant to this Section 6.1 is not intended and shall not relieve any insurance carrier of its obligations under policies carried by Tenant or Landlord pursuant to the provisions of this Lease, to the extent such policies cover the matters subject to the indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Lease.

6.2. **Tenant's Compliance With Landlord's Fire and Casualty Insurance.** Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises and Project. If Tenant's conduct or use of the Premises or Project causes any increase in the premium for such insurance policies then Tenant shall reimburse Landlord, within ten (10) days after demand, for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

6.3. **Tenant's Insurance.** Tenant shall maintain the following coverages, the aggregate insured limits of which shall be five million dollars, at all times following the date (the "**Insurance Start Date**") which is the date of Tenant's entry into the Premises to perform any work or commence business operations therein.

6.3.1 Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) arising out of Tenant's operations (and the operations of any Customers of Tenant), and contractual liabilities (covering the performance by Tenant of its indemnity agreements).

6.3.2 Physical Damage Insurance covering all business and trade fixtures, Supplemental Equipment shall be written on a "physical loss or damage basis" under a "special form policy", for the full replacement cost value (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance, and shall include coverage for damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting or stoppage of pipes, and explosion, and providing business interruption coverage for a period of at least one (1) year.

6.4. **Subrogation.** Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance with respect to the Building and Premises waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all Claims of each party for any loss or damage that may occur to the Premises, Building or Project, and/or the personal property of each party within the Building, but only to the extent the releasing party's loss or damage is covered under casualty insurance policies in effect at the time of such loss or damage or would have been covered by the casualty insurance required to be carried under this Section 6 had the releasing party complied with its applicable insurance obligations under this Section 6. Each party agrees to promptly give to its respective insurance company which has issued policies of insurance covering any risk of direct physical loss, written notice of the terms of the mutual waivers contained in this Section 6.4, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

SECTION 7

NONWAIVER

No provision of this Lease shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

SECTION 8

ASSIGNMENT AND SUBLETTING

8.1. **Transfers.** Tenant shall not, without the prior written consent of Landlord, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or enter into any license, "co-location" or concession agreements or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant and its employees and contractors (all of the foregoing are hereinafter sometimes referred to collectively as "**Transfers**" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "**Transferee**").

8.2. **Landlord's Consent.** Landlord may withhold consent for any reason whatsoever at Landlord's sole discretion; provided however, Landlord's consent is not required for a Permitted Transfer as defined in Section 8.3.

8.3. **Additional Transfers.** For purposes of this Lease, the term "Permitted Transfer" shall include 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.

SECTION 9

**SURRENDER OF PREMISES; OWNERSHIP AND
REMOVAL OF TRADE FIXTURES**

9.1. **Surrender of Premises.** No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord.

9.2. **Removal of Tenant Property by Tenant.** Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Section 9, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant. Upon such expiration or termination, Tenant shall not remove all or any of Tenant's Conduit, Lines, or Connecting Equipment.

SECTION 10

HOLDING OVER

If Tenant holds over after the termination of this Lease, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Base Rent shall be payable at a monthly rate equal to one hundred fifty percent (150%) of the Base Rent applicable during the last rental period of the Lease Term. Such month-to-month tenancy shall be subject to every other applicable term, covenant and agreement contained herein, including, without limitation, Tenant's payment of Additional Rent pursuant to this Lease.

SECTION 11

ESTOPPEL CERTIFICATES

Within ten (10) days following a request in writing by Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate, which, as submitted by Landlord, shall be substantially in the form of Exhibit D, attached hereto (or such other form as may be required by any prospective ground lessor, mortgagee or purchaser of the Project, or any portion thereof), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. Any such certificate may be relied upon by any prospective ground lessor, mortgagee or purchaser of all or any portion of the Project. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. Failure of Tenant to timely execute, acknowledge and deliver such estoppel certificate or other instruments shall constitute an acceptance of the Premises and an acknowledgment by Tenant that statements included in the estoppel certificate are true and correct, without exception.

SECTION 12

SUBORDINATION

12.1. **Master Lease.** Landlord and Tenant acknowledge that Landlord is not currently the owner of the Building or Project but is a ground lessee of a ground lease thereof pursuant to that certain Master Lease (the "**Master Lease**") between Landlord, as lessee, and MSP One Summer Street LLP, ("**Master Landlord**"), as lessor and owner, and that Landlord's and Tenant's rights and obligations under

this Lease are subject to the terms and conditions of the Master Lease. Any references herein to "Lease" shall be deemed to be a "Sublease" pursuant to the provisions of the Master Lease. Concurrently with the execution of this Lease, Landlord and Tenant shall execute and deliver to each other and Master Landlord, and Landlord shall cause Master Landlord to execute and deliver to Landlord and Tenant, a subordination, non-disturbance and attornment agreement pertaining to the Master Lease and this Lease.

12.2. **Subordination.** Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgage or deeds of trust now or hereafter placed on, against or affecting the Building, Landlord's interest or estate in the Building, or any ground or underlying lease; provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease be superior to any such instrument, then, by notice to Tenant, this Lease shall be deemed superior, whether this Lease was executed before or after said instrument. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination or superiority of this Lease as may be required or requested by Landlord. Landlord shall use all reasonable efforts to provide a non-disturbance agreement from each existing lender, and from any future lender of Landlord within thirty (30) days of the Commencement Date or recording of the lender's lien on the Premises.

SECTION 13

DEFAULTS; REMEDIES

13.1. **Events of Default.** The occurrence of any of the following shall constitute a default of this Lease by Tenant:

13.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due unless such failure is cured within ten (10) business days after receipt of written notice by Tenant; or

13.1.2 Except where a specific time period is otherwise set forth for Tenant's performance in this Lease, in which event the failure to perform by Tenant within such time period shall be a default by Tenant under this Section 13.1.2, any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for twenty (20) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a twenty (20) day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default; or

13.1.3 To the extent permitted by applicable Laws, a general assignment by Tenant or any guarantor of this Lease for the benefit of creditors, or the taking of any corporate action in furtherance of bankruptcy or dissolution whether or not there exists any proceeding under an insolvency or bankruptcy Laws, or the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy Laws, unless in the case of a proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within thirty (30) days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

13.1.4 Tenant ceasing to pay rent;

The notice periods provided above in this Section 13.1 are in lieu of, and not in addition to, any notice periods provided by any applicable Laws.

13.2. **Remedies Upon Default.** Upon the occurrence of any event of default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

13.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefore.

13.2.2 Landlord and Tenant shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under any applicable Laws or other provision of this Lease), without prior demand or notice except as required by applicable Laws, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

13.3. **Efforts to Relet.** No re-entry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's interests hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Tenant hereby irrevocably waives any right otherwise available under any applicable Laws to redeem or reinstate this Lease.

SECTION 14

SIGNS

Any signs, notices, logos, pictures, names or advertisements which are installed and that have not been separately approved by Landlord may be removed without notice by Landlord at Tenant's expense. Tenant may not install any signs on the exterior or roof of the Building or in the Common Areas. Any signs, window coverings, or blinds (even if the same are located behind the Landlord-approved window coverings for the Building), or other items visible from the exterior of the Premises or Building, shall be subject to the prior approval of Landlord, in its sole discretion.

SECTION 15

LATE CHARGES

15.1. **Late Charges.** If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after said amount is due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount plus any reasonable attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

15.2. **Interest.** In addition to the late charge described in Section 15.1 above, any Rent or other amounts owing hereunder which are not paid within ten (10) days after the date they are due shall bear interest from the date when due until paid at a rate per annum equal to the highest rate permitted by applicable Laws.

SECTION 16

MISCELLANEOUS PROVISIONS

16.1. **Binding Effect.** Subject to all other provisions of this Lease, each of the covenants, conditions and provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any Transfer by Tenant contrary to the provisions of Section 8 of this Lease.

16.2. **Modification of Lease.** Should any current or prospective mortgagee or ground lessor for the Building or Project require a modification of this Lease, which modification will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are reasonably required therefor and to deliver the same to Landlord within ten (10) days following a request therefor. At the request of Landlord or any mortgagee or ground lessor, Tenant agrees to execute a short form of Lease and deliver the same to Landlord within ten (10) days following the request therefor.

16.3. **Transfer of Landlord's Interest.** Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Project or Building and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease arising from and after the effective date of the transfer and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder arising from and after the date of the transfer and such transferee shall be deemed to have fully assumed and be liable for all such future obligations of Landlord under this Lease, including the return of any Security Deposit, and Tenant shall attorn to such transferee. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

16.4. **Partial Invalidity.** If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by applicable Laws.

16.5. **Landlord Exculpation.** The liability of Landlord or the Landlord Parties to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Project or the Premises shall be limited solely and exclusively to an amount which is equal to interest of Landlord in the Project. Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this section shall inure to the benefit of Landlord's and the Landlord Parties' present and future partners, members, beneficiaries,

officers, directors, trustees, shareholders, agents and employees, and their respective partners, members, heirs, successors and assigns.

16.6. **Entire Agreement.** It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease and the Exhibits hereto, constitute the parties' entire agreement with respect to the leasing of the Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

16.7. **Right to Lease.** Landlord reserves the absolute right to effect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building and/or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building or Project. If Tenant installs a dish on the rooftop of the Building, Landlord will not grant a lease or license that would block the line of sight to Tenant's dishes.

16.8. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease and except as to Tenant's obligations under this Lease (collectively, a "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

16.9. **Waiver of Redemption by Tenant.** Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

16.10. **Notices.** All notices, demands, statements, designations, approvals or other communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (i) sent by United States certified or registered mail, postage prepaid, return receipt requested ("**Mail**"), (ii) delivered by a nationally recognized overnight courier, or (iii) delivered personally. Any Notice shall be sent, transmitted, or delivered, as the case may be, to Tenant at the appropriate address set forth in Item 8 of the Summary, or to such other place as Tenant may from time to time designate in a Notice to Landlord, or to Landlord at the appropriate address set forth in Item 9 of the Summary, or to such other places as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given (A) three (3) days after the date it is posted if sent by Mail, (B) the date the overnight courier delivery is made or attempted to be made, or (C) the date personal delivery is made or attempted to be made.

16.11. **Authority.** If Tenant is a corporation, trust, partnership or limited liability company, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in Massachusetts and that Tenant has full right

and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so.

16.12. **Attorneys' Fees.** In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action goes to judgment.

16.13. **Governing Law; WAIVER OF TRIAL BY JURY.** This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (i) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE COMMONWEALTH OF MASSACHUSETTS, (ii) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY MASSACHUSETTS LAWS, AND (iii) IN THE INTEREST OF SAVING TIME AND EXPENSE, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF BASE RENT OR ADDITIONAL RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

16.14. **Submission of Lease.** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, option for or option to lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

16.15. **Counterparts.** This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease.

16.16. **Confidentiality.** Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant and Landlord shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal and space planning consultants and the prospective sublessees, transferees or assignees of Tenant.

16.17. **No Violation.** Tenant hereby warrants and represents that neither its execution of nor performance under this Lease shall cause Tenant to be in violation of any agreement, instrument, contract, Law, rule or regulation by which Tenant is bound, and Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any and all Claims arising from Tenant's breach of this warranty and representation.

16.18. **ENVIRONMENTAL.** Landlord warrants and agrees that to its knowledge, neither Landlord or any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any substance, chemical or waste that is identified as hazardous, toxic, or

dangerous (collectively "Substance") on, under, about or within Property in violation of any law or regulation. Landlord and Tenant each agree that they will not use, generate, store or dispose of any Substance on, under, about or within Property in violation of any applicable law or regulation. Tenant shall be responsible, at its expense, for the cost of clean up or any other remedial measures for any environmental contamination to the Property caused by Tenant. Landlord shall be responsible, at its expense, for the cost of clean up or any other remedial measures for any environmental contamination to the Property existing prior to the commencement of this Agreement or caused at any time by any person other than Tenant. Landlord and Tenant each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this Paragraph 16.18. The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

16.19. **WAIVER OF LANDLORD'S LIENS.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning Tenant's equipment. Tenant's equipment shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Tenant's equipment from time to time in Tenant's sole discretion and without Landlord's consent.

16.20. **PERMITTING.** If Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as intended by Tenant or if Tenant determines in its reasonable discretion that the cost of obtaining or retaining the same is commercially unreasonable, Tenant shall be permitted to terminate this Agreement, upon written notice to Landlord, without penalty or further liability, within thirty (30) days of execution of this Agreement.

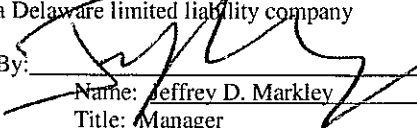
16.21. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Premises, or access to the Premises, within seventy-two (72) hours of the casualty. If any part of the Premises or Property is damaged by fire or other casualty so as to render the Premises unusable or inaccessible, and Landlord does not remedy the usability or accessibility within ten (10) days, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all of Tenant's insurance proceeds from Tenant's insurance policy, payable to Tenant on account thereof. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated for the time that the Premises are unusable or inaccessible.

[Signatures on following page]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

"Landlord":

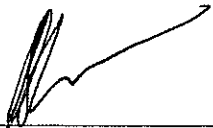
MARKLEY ONE SUMMER STREET, LLC,
a Delaware limited liability company

By: 
Name: Jeffrey D. Markley
Title: Manager

Witnessed: By: _____
Name: _____

"Tenant":

FiberTower Corporation,
a Delaware corporation

By: 
Name: ~~Philip Olivero~~ Ravi Potharlanka
Title: ~~VP/GM Northeast Region~~ President, Market Operations

Witnessed: By: _____
Name: _____

EXHIBIT A

OUTLINE OF PREMISES

[TO BE PROVIDED]

EXHIBIT A

-1-

Deleted: EXHIBIT A

EXHIBIT B

NOTICE OF LEASE TERM DATES

To: _____

Attention: _____

Re: Data Center and Technology Lease dated December __, 2004 between MARKLEY ONE SUMMER STREET, LLC, a Delaware limited liability company ("Landlord"), and _____, a _____ ("Tenant") concerning 40 rentable square feet on the 4th floor of the building located at One Summer Street, Boston, Massachusetts 02111.

Gentlemen:

In accordance with the Data Center and Technology Lease (the "Lease"), we wish to advise you and/or confirm as follows:

1. The Lease Term shall commence on or has commenced on the Lease Commencement Date of January 1, 2005. The Lease shall expire on April 30, 2010.
2. Rent commenced to accrue on May 1, 2005, in the amount of \$800 per month, and increases annually by 3% annually.
3. Your rent checks should be made payable to Markley One Summer Street, LLC.

"Landlord":

MARKLEY ONE SUMMER STREET, LLC,
a Delaware limited liability company

By: _____

Name: Jeffrey D. Markley
Its: Manager

Agreed to and Accepted
as of _____, 2005.

"Tenant":

By: _____
Name: Ravi Patharanka
Its: President, Market Operations

Deleted: EXHIBIT B
Deleted: EXHIBIT B

EXHIBIT C

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the Lease shall control.

1. Tenant shall not alter any lock or install any new or additional locks, bolts or card key access systems on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained by Tenant from Landlord at a reasonable cost to be established by Landlord. Upon the termination of this Lease, Tenant shall restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, Tenant and in the event of the loss of keys so furnished, Tenant shall pay to Landlord the cost of replacing same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the vicinity of the Building. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. Landlord will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom Tenant requests passes and shall be liable to Landlord for all acts of such persons. Landlord and its agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building or Project of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building or the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

4. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes, UPS systems, switching and telecommunications equipment and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness and structural integrity as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such property in any case. Any damage to any part of the Building or Project or their contents, occupants or visitors by moving or maintaining any such property shall be the sole responsibility and expense of Tenant.

Deleted: EXHIBIT C
Deleted: EXHIBIT C

5. The requirements of Tenant will be attended to only upon application at the management office for the Project or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

7. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises, Building or Project without the prior written consent of the Landlord. Tenant shall not disturb, peddle, or canvass any occupant of the Project and shall cooperate with Landlord and its agents of Landlord to prevent same.

8. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees, agents, invitees or licensees shall have caused same.

9. Tenant shall not overload the floor of the Premises.

10. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

11. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, Common Areas and/or the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

Deleted: EXHIBIT C

Deleted: EXHIBIT C

EXHIBIT C

EXHIBIT D

ONE SUMMER STREET

FORM OF TENANT'S ESTOPPEL CERTIFICATE

The undersigned as Tenant under that certain Data Center/Technology Lease (the "Lease") made and entered into as of December __, 2004 by and between MARKLEY ONE SUMMER STREET, LLC, a Delaware limited liability company as Landlord, and the undersigned as Tenant, for certain premises located on the 4th floor of the building located at One Summer Street, Boston, Massachusetts 02111 (the "Building"), certifies as follows:

1. Attached hereto as Exhibit A is a true and correct copy of the Lease and all amendments and modifications thereto. The documents contained in Exhibit A represent the entire agreement between the parties as to the Premises and the Building.

2. The undersigned currently occupies the Premises described in the Lease, the Lease Term commenced on January 1, 2005, and the Lease Term expires on February 28, 2008, and the undersigned has no option to terminate or cancel the Lease or to purchase all or any part of the Premises, the Building and/or the project of which the Building is a part (the "Project"). Except as expressly set forth in the Lease, Tenant has no rights to use or occupy any areas of the Building or Project other than the Premises.

3. Base Rent became payable on March 1, 2005.

4. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Exhibit A.

5. Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows:

6. All monthly installments of Base Rent, all Additional Rent and all monthly installments of estimated Additional Rent have been paid when due through _____. The current monthly installment of Base Rent is \$_____.

7. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and Landlord is not in default thereunder. In addition, the undersigned has not delivered any notice to Landlord regarding a default by Landlord thereunder.

8. No rental has been paid more than thirty-one (31) days in advance and no security has been deposited with Landlord except as provided in the Lease.

9. As of the date hereof, there are no existing defenses or offsets, to the undersigned's knowledge, claims or any basis for a claim that the undersigned has against Landlord.

10. If Tenant is a corporation, limited liability company or partnership, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in Massachusetts and that Tenant has full right and authority to execute and deliver this Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.

Deleted: EXHIBIT D
Deleted: EXHIBIT D

11. There are no actions pending against the undersigned or any guarantor of the Lease under the bankruptcy or similar laws.

12. Other than in compliance with all applicable laws and incidental to the ordinary course of the use of the Premises, the undersigned has not used or stored any hazardous materials or substances in the Premises.

13. To the undersigned's knowledge, all tenant improvement work to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by the undersigned and all reimbursements and allowances due to the undersigned under the Lease in connection with any tenant improvement work have been paid in full.

The undersigned acknowledges that this Estoppel Certificate may be delivered to Landlord or to a prospective mortgagee, ground lessor or purchaser, and acknowledges that said prospective mortgagee, ground lessor or purchaser will be relying upon the statements contained herein in making the loan, entering into the ground lease or acquiring the property of which the Premises are a part (as the case may be) and that receipt by it of this certificate is a condition of making such loan, entering into such ground lease or acquiring such property (as the case may be).

Executed at _____ on the ____ day of _____, 20__.

"Tenant"

a _____

By: _____

Name: Ravi Potharanka
Title: President, Market Operations



Deleted: EXHIBIT D
Deleted: EXHIBIT D

EXHIBIT D

FIRST AMENDMENT TO LICENSE

This First Amendment to Lease (hereinafter referred to as the "First Amendment") is made as of the 4th day of April, 2006, by and between MARKLEY BOSTON, LLC, a Delaware limited liability company ("Landlord"), and FIBERTOWER CORPORATION, a Delaware Corporation ("Tenant").

WITNESSETH:

WHEREAS, Tenant entered into that certain Data Center/Technology Lease dated December 31, 2004 (the "Lease") with Markley One Summer Street, LLC for the lease of one cabinet on the fourth (4th) floor of the building commonly known as One Summer Street, Boston, Massachusetts (the "Building");

WHEREAS, Markley One Summer Street, LLC assigned and Markley Boston, LLC assumed all rights and obligations under the Lease on March 22, 2005.

WHEREAS, Tenant wishes to Lease an additional cabinet in the Neutral Colocation Facility on the fourth (4th) floor of the Building;

WHEREAS, Landlord and Tenant now wish to change the terms of the Lease as described below;

NOW, THEREFORE, in furtherance of the foregoing, and in consideration of mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Lease as follows:

1. As of the date of this Amendment, the Premises shall be increase from one (1) cabinet to two (2) cabinets, as more particularly shown in Exhibit "A" to this Amendment. Item 2.2 in the Summary of Basic Lease Information is amended to read:

"Two (2) cabinets located on the 4th floor of the Building, as more particularly shown on Exhibit A attached to the Lease."

2. Section 1.1.1 of the Lease shall be amended as follows:

"1.1.1 The Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the space as set forth in Item 2.2 of the Summary of Basic Lease Information ("**Summary**") and outlined in Exhibit A attached hereto (the "**Premises**"). The parties hereto agree that the lease of the Premises is upon and subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions by it to be kept and performed and that this Lease is made upon the condition of such performance. The parties hereto hereby acknowledge that the purpose of Exhibit A is to



show the approximate location of the Premises in the "Building," as that term is defined in Section 1.1.2, below, only, and such Exhibit is not meant to constitute an agreement, representation or warranty as to the construction of the Premises. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Building were at such time in good and sanitary order, condition and repair."

3. Exhibit "A" to the License shall be replaced by Exhibit "A" to this Amendment.
4. As of April 1, 2006, the Base Rent under the Lease shall be increased to \$19,488 per year (\$1,624 per month). Pursuant to the terms of the Lease, the Base Rent shall be escalated by 3% upon each anniversary of the Lease Commencement date, January 1, 2005. Tenant's Share shall be increased to approximately .02% and shall not exceed \$2,000 in any given Expense Year.
5. Section 5.4 of the Lease is deleted in its entirety.
6. As soon as reasonably practical, but not to exceed ninety (90) days, after the date of this Amendment, Tenant shall migrate all of its equipment from the Premises previously described in Exhibit "A" under the original version of the Lease and into the Premises described in Exhibit "A" attached to this Amendment. Tenant will not be billed any additional fees for use of the original Premises during the time that it is migrating its equipment to the new Premises. In addition, Tenant shall migrate all its current cross connections to the Cross-Connect Room on the 4th floor of the Building. All of the cross-connects by tenant established prior to this Amendment shall be maintained by Landlord free of charge. Any additional fiber cross-connects requested by Tenant will be implemented and maintained by Landlord for a non-recurring charge of \$300 and a recurring charge of \$150 per month per cross-connect. Any additional T3, or equivalent cross-connects requested by Tenant will be implemented and maintained by Landlord for a non-recurring charge of \$150 and a recurring charge of \$75 per month per set of three cross-connects. Any additional T1, Ethernet, or equivalent cross-connects requested by Tenant will be implemented and maintained by Landlord for a non-recurring charge of \$150 and a recurring charge of \$50 per month per set of three cross-connects.
7. As of the date of this Amendment, the following language is hereby added to Exhibit "C" to the Lease:

"All Tenants and Licensees performing work outside of their own licensed or leased premises and within the Neutral Colocation Room, shall either have the entirety of the work done by a Building technician, or shall have a Building technician supervise all of the work performed. Any non-emergency technician time required by Tenant will be billed at a rate of \$150 per hour and shall be applied to the monthly invoice for the month following the date upon which the time and services were provided. All non-emergency work should be requested in writing, 2 business days in advance. All technician time not scheduled 2 business days in advance will be charged the emergency rates of \$175 per

hour from 8:00 am to 5:00 pm Monday through Friday and \$225 per hour during all other times. Packages for pre-purchased technician hours at reduced rates are available.”

8. All future notices to Landlord under the Lease should be sent to:

Markley Management Company
One Summer Street
Boston, Massachusetts 02111
Attention: Jeffrey D. Markley

with a copy to:

Markley Group
555 West 5th Street, 4th Floor
Los Angeles, CA 90013
Attention: Devon S. Cutchins.
Phone: 213-622-3000
Fax: 213.622.3131

All future notices to Tenant under the Lease should be sent to:

FiberTower Corporation
720 Avenue F, Suite 109
Plano, Texas 75074
Attention: Real Estate
Phone: 972-543-6013

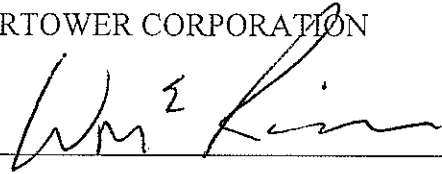
9. The Lease is hereby ratified and confirmed and, as modified by this First Amendment, shall remain in full force and effect. All references appearing in the Lease and in any related instruments shall be amended and read thereafter to be references to the Lease as further amended by this First Amendment. All terms which are defined in the Lease shall have the same meanings when used in this First Amendment (unless a contrary intent is clearly indicated from the context herein).

[signatures to follow on separate page]

A handwritten signature in black ink, appearing to be 'WMM', is located in the bottom right corner of the page.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be duly executed by its duly authorized officer as an instrument under seal as of the day and year first above written.

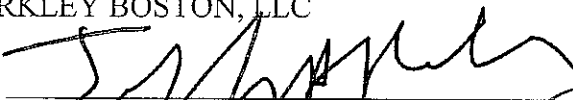
TENANT:
FIBERTOWER CORPORATION

By: 

Name: WILLIAM E. RICCO

Title: MARKET DIRECTOR

LANDLORD:
MARKLEY BOSTON, LLC

By: 

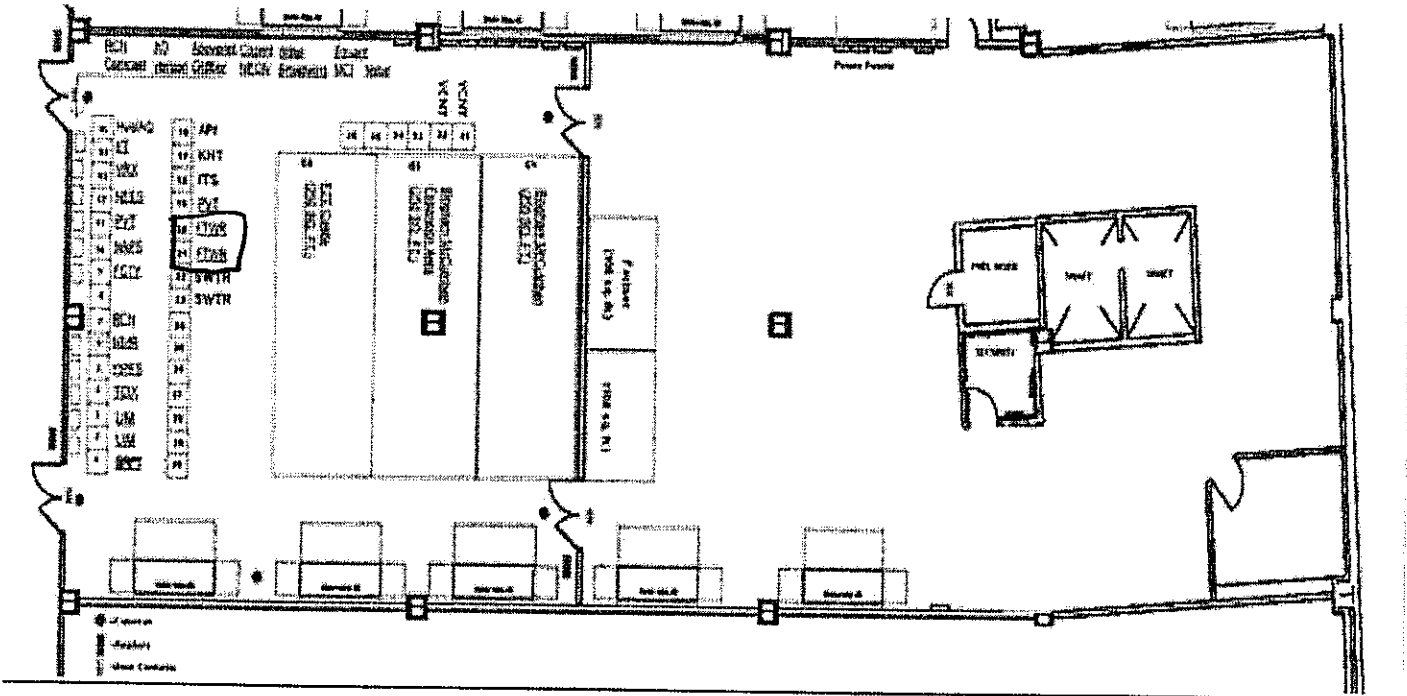
Name: JEFFREY D. MARKLEY

Title: PRESIDENT

33
EXHIBIT A

FIRST AMENDMENT TO LICENSE

1 SUMMER STREET, BOSTON, MA - 4TH FLOOR



SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (hereinafter referred to as the "Second Amendment") is made as of the ^{26th} day of September, 2006, by and between MARKLEY BOSTON, LLC, a Delaware limited liability company ("**Landlord**"), and FIBERTOWER NETWORK SERVICES CORP., formerly known as FIBERTOWER CORPORATION, a Delaware Corporation ("**Tenant**").

WITNESSETH:

WHEREAS, Tenant entered into that certain Data Center/Technology Lease dated December 31, 2004 (the "Lease") with Markley One Summer Street, LLC for the lease of one cabinet on the fourth (4th) floor of the building commonly known as One Summer Street, Boston, Massachusetts (the "Building");

WHEREAS, Markley One Summer Street, LLC assigned and Markley Boston, LLC assumed all rights and obligations under the Lease on March 22, 2005.

WHEREAS, the Lease was amended by the First Amendment to Lease dated April 4, 2006;

WHEREAS, FiberTower Corporation changed its name to FiberTower Network Services Corp. on August 29, 2006 as shown in Exhibit B;

WHEREAS, Landlord and Tenant now wish to change the description of the Premises described in the Lease as defined below;

NOW, THEREFORE, in furtherance of the foregoing, and in consideration of mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Lease as follows:

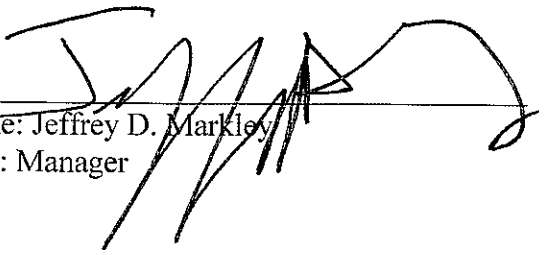
1. As of the date of this Second Amendment, the Premises shall consist of cabinets 8 and 21, as shown in Exhibit "A" to this Second Amendment.
2. The Lease is hereby ratified and confirmed and, as modified by this Second Amendment, shall remain in full force and effect. All references appearing in the Lease and in any related instruments shall be amended and read thereafter to be references to the Lease as further amended by this Second Amendment.

[signatures to follow on a separate page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be duly executed by its duly authorized officer as an instrument under seal as of the day and year first above written.

LANDLORD:
MARKLEY BOSTON, LLC

TENANT:
FIBERTOWER NETWORK SERVICES CORP.

By: 
Name: Jeffrey D. Markley
Title: Manager

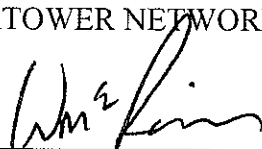
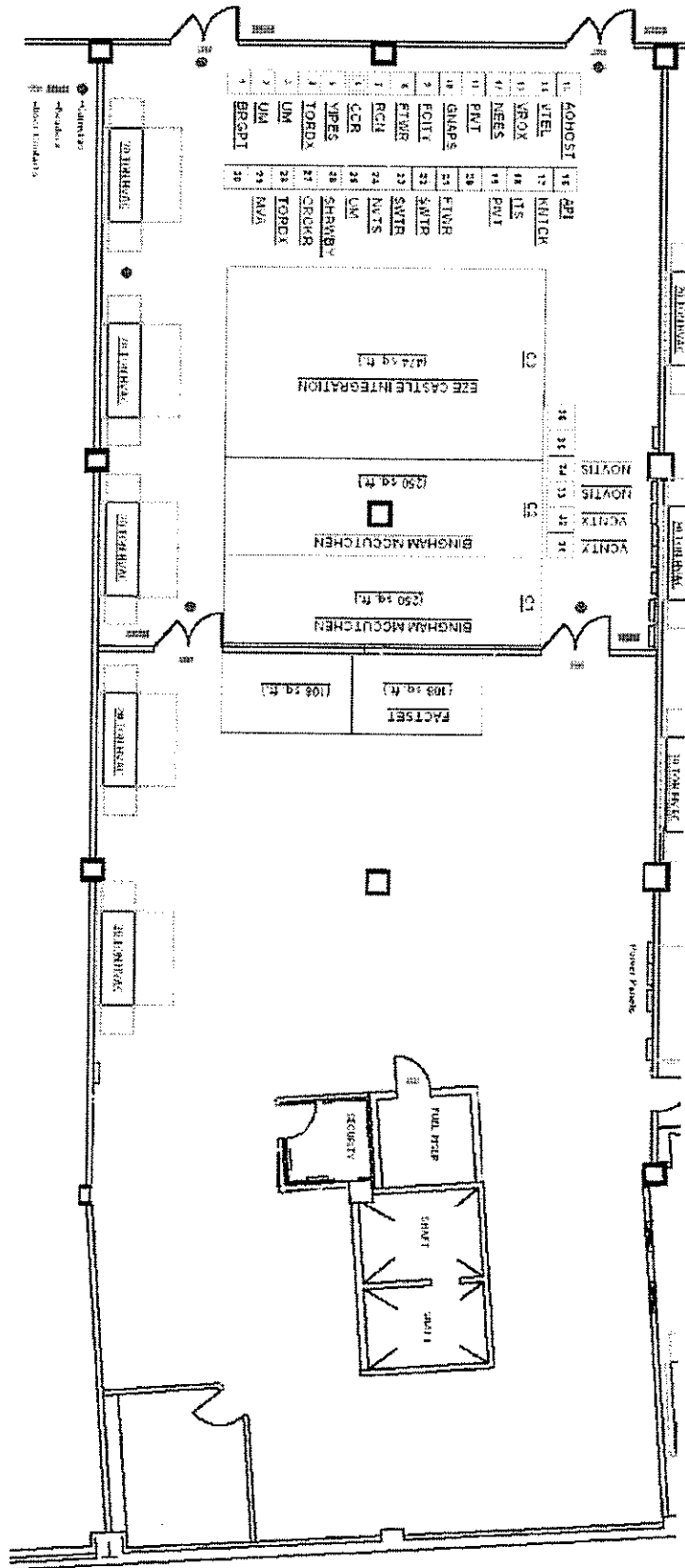
By: 
Name: William Ricco
Title: Market Director, Boston

EXHIBIT A



WAT