EXECUTION VERSION

AMENDED AND RESTATED CONSULTING AGREEMENT

This Amended and Restated Consulting Agreement (the "***Agreement***") is entered into this 6th day of December, 2012 (the "***Effective Date***"), between FiberTower Corporation (the "***Company***"), a Delaware corporation, and Thomas Scott ("***Consultant***").

RECITALS

WHEREAS, the Company and Consultant entered into that certain Consulting Agreement on January 13, 2012;

WHEREAS, Consultant possesses business expertise that is related to the Company's business;

WHEREAS, the Company wishes to retain Consultant and Consultant is willing to provide certain services to the Company on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Company and Consultant wish to enter into an agreement as follows:

1. ***Services.***

1.1 ***Duties***. The Company hereby retains Consultant to serve as a consultant to the Company and its affiliates in connection with the ongoing restructuring of their business. Consultant will perform such services as may reasonably be requested of him from time to time by the Board of Directors, including but not limited to oversight of Company management on behalf of the Board of Directors, interaction with key stakeholder constituencies, working with Company counsel to prepare a plan of liquidation, and assisting in the sale of Company assets. In performing such duties, Consultant shall devote the time necessary to serve the Company faithfully. The foregoing shall not preclude Consultant from devoting reasonable time during business hours to other activities, including but not limited to Consultant's continuing service as Chief Financial Officer of SpiderCloud Wireless, Inc. ("***SpiderCloud***"), provided that such activity does not detract from his ability to perform his services hereunder.

1.2 ***Access to Consultant***. Consultant agrees that all services shall be performed by Consultant and not by any other persons. Consultant acknowledges that this covenant is a material inducement to the Company to enter into this Agreement.

1.3 ***Warranty***. Consultant warrants to Company that: (i) services will be performed in a professional and workmanlike manner (ii) Consultant shall comply in all material respects with all applicable laws in the course of performing the services. The Company warrants that this Agreement shall be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

1.4 ***Potential Conflicts***. The Company warrants that Consultant shall be entitled to recuse himself from any matter relating to the Company and its affiliates if the Company's

interest in such matter is in conflict with, or potentially conflicts with, the interests of SpiderCloud with respect to such matter. Consultant warrants to Company that Consultant will inform the Board of Directors of any such need to be recused immediately upon learning of the conflict or potential conflict.

2. ***Compensation.***

2.1 ***Fees.*** In consideration of Consultant's performance under this Agreement, the Company agrees to pay Consultant $25,000 per month. Consultant will be responsible for all necessary tax payments, withholding, and the like with respect to all amounts paid by the Company to Consultant under this Agreement.

2.2 ***Expenses.*** During the Term, Consultant shall be entitled to receive prompt reimbursement of all reasonable out-of-pocket expenses properly incurred by him in connection with his duties under this Agreement, including reasonable expenses of travel, provided that such expenses are properly approved, documented and reported in accordance with the policies and procedures of the Company applicable at the time the expenses are incurred

2.3 ***Benefits.*** During the Term, except as specifically provided herein, Consultant shall not be entitled to receive any employee benefits available to employees of the Company.

3. ***Term and Termination.***

3.1 ***Term.*** The term of this Agreement shall commence on the Effective Date and continue through June 30, 2013 (the "***Term***"). After the conclusion of the Term, the Company shall have the option to extend the Term for no more than ninety (90) days, provided that the Company shall be required to extend the Term in increments of thirty (30) days. The Company shall provide written notice to Consultant informing Consultant of each thirty (30) day extension not less than seven (7) calendar days prior to the conclusion of the Term. The Company shall have the option to terminate this Agreement on fifteen (15) calendar days' notice; *provided, however*, the Term of this Agreement shall, at a minimum be thirty (30) days.

3.2 ***Effect of Expiration or Termination.*** Upon expiration or termination of this Agreement, all rights of the parties under this Agreement shall immediately cease (except with respect to those provisions of the Agreement which, by their nature, survive termination), and Consultant shall within ten (10) days deliver and return to the Company any Confidential Information in his possession or control and certify same in writing to the Company. Waiver by a party of any breach by the other party shall not be deemed to be a waiver of any other or subsequent breach. The rights of the parties under this Section 3 are in addition to any other rights and remedies provided by law or under this Agreement.

4. ***Indemnification and Limitation of Liability.***

4.1 ***Indemnification.*** Each party agrees to indemnify and hold harmless the other from any and all claims, damages, liabilities, expenses, costs and attorney's fees incurred by the other party in connection with any actual or threatened litigation arising out of any negligent or wrongful acts or omissions of such indemnifying party, its principals, employees, or agents, in

connection with such party's performance of its obligations under this Agreement. The indemnified party shall give the indemnifying party timely notice of any such actual or threatened litigation and, upon request, reasonable assistance, at the indemnifying party's expense, in the prosecution thereof. Consultant further agrees to indemnify and hold harmless Company from any and all claims made by any entity on account of an alleged failure by Consultant to satisfy any tax, withholding, or similar obligation arising in connection with the Services.

4.2 ***Limitation of Liability***. Except for claims covered by Section 4.1 above and claims for breach of Section 5 below, (a) in no event shall either party have any liability under this Agreement, whether based on contract, tort (including without limitation strict liability and negligence), warranty or any other legal or equitable grounds for any loss of use, profit, or revenue by Consultant, or for any indirect, incidental, consequential, exemplary, punitive or special damages, even if it has been advised of the possibility of such damages, and (b) in no event shall either party's liability under this Agreement exceed the amount of all compensation actually received by Consultant under this Agreement. Notwithstanding the above, either party shall be entitled to recover its reasonable attorney's fees and costs in an action to enforce the provisions of this Agreement.

5. ***Confidential Information***.

5.1 ***Confidential Information***. Consultant agrees not to disclose any Confidential Information to any third party, except to parties designated by the Company as being party to a confidentiality agreement with the Company (provided Consultant complies with all procedures required under any such confidentiality agreement) or as may be expressly authorized in writing by the Company, and to use the same degree of care to protect the confidentiality of the Confidential Information and to prevent its unauthorized use or dissemination as Consultant uses to protect his own confidential information of a similar nature. "Confidential Information" means any information provided by the Company or its customers or vendors to Consultant in connection with this Agreement and/or Consultant's work with the Company, whether orally or in writing, except to the extent such information: (i) is available in the public domain; (ii) is independently developed by Consultant without access to or use of any Confidential Information; or (iii) is lawfully obtained by Consultant from a third party without violation of a confidentiality obligation to the Company. Consultant further agrees to use the Confidential Information only for purposes directly related to the performance of this Agreement. Upon request by the Company, or termination or expiration of this Agreement, Consultant shall within ten (10) days return to the Company or destroy (including deletion from his computer storage systems) all Confidential Information and certify in writing that all copies of the Confidential Information have been returned or destroyed. Consultant acknowledges that it will receive significant value and advantage as a result of the access to such Confidential Information, both old and new, which, if used improperly, would cause irreparable harm to the Company and negatively impact the good will of the Company.

5.2 ***Survival***. Consultant's obligations under Section 5.1 shall survive any termination or expiration of this Agreement.

6. ***Miscellaneous.***

6.1 ***Independent Contractor.*** Consultant enters into this Agreement as an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of joint venturers, partners, employer and employee, franchiser and franchisee, master and servant, or principal and agent. Consultant shall be solely responsible for all taxes, withholdings and other similar statutory obligations, including without limitation, Worker' Compensation Insurance.

6.2 ***Parties in Interest, Assignment.*** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Except as expressly provided in this Agreement, nothing contained in this Agreement is intended to confer upon any third party any rights, benefits or remedies of any kind or character whatsoever under or by reason of this Agreement. No party may assign this Agreement without obtaining the prior written consent of the other party, except that the Company may assign this Agreement to any successor entity or purchaser of substantially all the assets of the Company that relate to the Company's business without Consultant's consent.

6.3 ***Governing Law.*** This Agreement shall be governed in all respects by the laws of by the laws of the State of California. The Bankruptcy Court for the Northern District of Texas, Fort Worth division (the "Bankruptcy Court") will have jurisdiction over any and all disputes between or among the parties, whether in law or equity, arising out of or relating to this Agreement or any Agreement contemplated hereby; *provided, however*, that if the Bankruptcy Court is unwilling or unable to hear any such disputes, the courts of the state of Texas and the federal courts of the United States of America located in the Northern District of the State of Texas will have sole jurisdiction over any and all disputes between or among the parties, whether in law or equity, arising out of or relating to this Agreement or any Agreement contemplated hereby.

6.4 ***Headings.*** All section headings are provided for convenience only, and shall not be used for purposes of construction of this Agreement.

6.5 ***Notices.*** All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, telecopier (with receipt confirmed), nationally recognized overnight courier service or personal delivery:

if to the Company:

FiberTower Corporation
185 Berry Street - Suite 4800
San Francisco, CA 94107
Facsimile No.: (415) 659 0007
Attn: Ornella Napolitano

with a copy to:

Andrews Kurth LLP
450 Lexington Avenue, 15th Floor
New York, New York 10017
Facsimile No.: (212) 850-2929
Attn: Jonathan I. Levine

if to Consultant:

Thomas Scott
615 Missouri St.
San Francisco, CA 94107
E-mail: tascott.1975@gmail.com

or to such other address, with respect to any party, as such party shall give notice to the other parties to this Agreement in accordance with this Section 6.5.

All such notices and communications shall be deemed to have been duly given when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial overnight courier service; if mailed, five (5) business days after being deposited in the mail, postage prepaid; or if telecopied, when receipt is acknowledged.

6.6 ***Entire Agreement.*** This Agreement, including all exhibits or appendices thereof, constitute the entire agreement between the parties with respect to the subject matter hereof. No amendment or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

[Signature Page Follows]

ACCEPTED AND AGREED TO AS OF THE DATE FIRST SET FORTH ABOVE:

FIBERTOWER CORPORATION

By: _____

Name: Ornella Napolitano

Title: Vice President, Finance and Treasurer

CONSULTANT

By: _____

Name: Thomas Scott