EXHIBIT "A"

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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.	§	
	§	

DEBTORS' FIRST AMENDED JOINT CHAPTER 11 PLAN

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FiberTower Network Services Corp., FiberTower Corporation, FiberTower Licensing Corp., and FiberTower Spectrum Holdings, LLC, hereby propose the following First Amended Joint Chapter 11 Plan pursuant to section 1121(a) of the Bankruptcy Code. Those parties entitled to vote on this Plan are encouraged to consult the accompanying Disclosure Statement as approved by the Bankruptcy Court before voting to accept or reject this Plan.

ARTICLE I
DEFINITIONS AND INTERPRETATION

1.1 *Definitions*.

For the purpose of this Plan, the following terms shall have the respective meanings set forth below:

2012 Agent means U.S. Bank National Association, in its capacity as trustee and collateral agent under the 2012 Indenture.

2012 Claims means all Claims arising out of or in connection with the 2012 Notes and/or the 2012 Indenture.

2012 Guaranty Claims means all 2012 Claims arising on account of guarantees against the Subsidiary Debtors.

2012 Indenture means that certain Indenture, dated as of November 9, 2006, among (i) FiberTower Corporation, as issuer, (ii) the guarantors named therein, and (iii) the 2012 Agent, as amended and supplemented by (x) that certain First Supplemental Indenture, dated as of December 7, 2009, and (y) that certain Second Supplemental Indenture, dated as of December 16, 2009, including all agreements, documents, notes, instruments and any other agreements delivered pursuant thereto or in connection therewith (in each case, as amended, modified or supplemented from time to time).

2012 Notes means the 9.00% Convertible Senior Secured Notes Due 2012 issued by FiberTower Corporation pursuant to the 2012 Indenture and guaranteed by certain subsidiaries of FiberTower Corporation.

2016 Agent means Wells Fargo Bank, National Association, in its capacity as trustee, collateral agent, registrar, paying agent, and custodian under the 2016 Indenture.

2016 Agent Fees and Expenses means the fees and expenses incurred by the 2016 Agent (including attorneys' fees and other professional fees) in connection with the 2016 Indenture or these Chapter 11 Cases, including, without limitation, the distributions made on account of Allowed 2016 Claims and 2016 Guaranty Claims under this Plan.

2016 Claims means all Claims arising out of or in connection with the 2016 Notes and/or the 2016 Indenture.

2016 Guaranty Claims means all 2016 Claims arising on account of guarantees against the Subsidiary Debtors.

2016 Indenture means that certain Indenture, dated as of December 22, 2009, by and among (i) FiberTower Corporation, as issuer, (ii) the guarantors named therein, and (iii) the 2016 Agent, including all agreements, documents, notes, instruments and any other agreements delivered pursuant thereto or in connection therewith (in each case, as amended, modified or supplemented from time to time).

2016 Notes means the 9.00% Senior Secured Notes Due 2016 issued by FiberTower Corporation pursuant to the 2016 Indenture and guaranteed by certain subsidiaries of FiberTower Corporation.

Ad Hoc 2016 Committee means that certain ad hoc committee of holders of 2016 Claims and 2016 Guaranty Claims as identified on the *Third Supplemental Verified Statement of the Ad Hoc Committee of Holders of 2016 Notes Pursuant to Bankruptcy Rule 2019*, dated August 28, 2013 [Docket No. 912] (as may be amended, modified or supplemented from time to time).

Ad Hoc 2016 Committee Fees & Expenses means the fees and expenses incurred by the Ad Hoc 2016 Committee (including attorneys' fees and other professional fees) in connection with the Chapter 11 Cases.

Administrative Expense Claim means any right to payment constituting a cost or expense of administration of the Chapter 11 Cases under and in accordance with, as applicable, sections 503(b), 507(a) and 507(b) of the Bankruptcy Code including, without limitation: (a) any actual and necessary costs and expenses of preserving the Debtors' Estates; (b) any Fee Claims; (c) any U.S. Trustee Fees; (d) all costs and expenses, including any recording fees, transfer taxes and the like, arising out of or related to the transfer of any of the Debtors' assets under the Plan; and (e) other Administrative Expense Claims as may be ordered by the Bankruptcy Court.

Administrative Expense Claim Initial Bar Date means the last date to file requests for payment of administrative claims against the Debtors arising on or before April 30, 2013, as determined by the Bankruptcy Court in the Administrative Expense Claim Initial Bar Date Order, which was May 31, 2013; *provided, however*, that such bar date was not and shall not be deemed to be the deadline for: (i) all Fee Claims; (ii) all claims for fees payable to the Clerk of the United States Bankruptcy Court for the Northern District of Texas; (iii) all U.S. Trustee Fees; (iv) all Administrative Expense Claims that arise on or after May 1, 2013; (v) any claim by a governmental unit for a tax or penalty described in section 503(b)(l)(B) and (C) of the Bankruptcy Code (as provided for in section 503(b)(1)(D) of the Bankruptcy Code); and (vi) any Cash Collateral Order Claims.

Administrative Expense Claim Initial Bar Date Order means the *Order Granting Debtors' Motion for Order (I) Establishing May 31, 2013 as the Bar Date for Filing Requests for Allowance of Administrative Claims Arising on or Before April 30, 2013 and (II) Approving Notice Procedures With Respect Thereof*, dated April 22, 2013 [Docket No. 728].

Administrative Expense Claim Subsequent Bar Date means the last date to file requests for payment of administrative claims against the Debtors (other than Fee Claims, Cash Collateral Order Claims and U.S. Trustee Fees) which were not required to be filed prior to the

Administrative Expense Claim Initial Bar Date, including, for the avoidance of doubt: (i) all claims for fees payable to the Clerk of the United States Bankruptcy Court for the Northern District of Texas; (ii) all Administrative Expense Claims that arise on or after May 1, 2013; and (iii) any claim by a governmental unit for a tax or penalty described in section 503(b)(l)(B) and (C) of the Bankruptcy Code (as provided for in section 503(b)(1)(D) of the Bankruptcy Code), which date shall be [__].

Administrative Claims Reserve means the reserve of Cash, which Cash amount shall be acceptable to the Ad Hoc 2016 Committee, established and maintained by the Debtors in the estimated amount necessary to pay in full all Administrative Expense Claims that are outstanding as of the Effective Date, including Fee Claims. Before the Effective Date, the Debtors (with the consent of the Ad Hoc 2016 Committee) shall determine the estimated amount necessary to fund the Administrative Claims Reserve and, after the Effective Date, the Reorganized Debtors shall determine any supplemental amounts needed to fund the Administrative Claims Reserve (if any).

Allowed means, with reference to any Claim or Equity Interest: (a) any Claim or Equity Interest, (i) against any Debtor which has been listed by such Debtors in the schedules to be filed with the Bankruptcy Court, as such schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof of claim has been filed or (ii) any timely filed, liquidated, non-contingent Claim as to which no objection thereto has been interposed on or before the Effective Date or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court; *provided, however,* that such period may not exceed ninety (90) days after the Effective Date; (b) any Claim or Equity Interest as to which the liability of the Debtors and the amount thereof are determined by Final Order of the Bankruptcy Court or of a court of competent jurisdiction other than the Bankruptcy Court; or (c) any Claim or Equity Interest expressly allowed hereunder. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest on such Claim from and after the Petition Date.

Bankruptcy Code means title 11 of the United States Code, as amended and in effect from time to time.

Bankruptcy Court means the United States Bankruptcy Court for the Northern District of Texas or any other court of the United States having jurisdiction over the Chapter 11 Cases.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended and in effect from time to time.

Bar Date means the last date to file proofs of claim or interest against the Debtors, as determined by the Bankruptcy Court, which was December 4, 2012.

Business Day means any day other than a Saturday, Sunday or "legal holiday," as such term is defined in Bankruptcy Rule 9006(a).

Cash means legal tender of the United States of America.

Cash Collateral Order Claims means any claims arising under or in connection with the Final Cash Collateral Order.

Cause of Action means any: (a) claims, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, and franchises; (b) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (c) rights to object to Claims or Interests; (d) claims pursuant to sections 362, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, and/or 553 of the Bankruptcy Code; and (e) claims and defenses such as fraud, mistake, duress, and usury and other defenses set forth in section 558 of the Bankruptcy Code of any kind or character whatsoever, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date including through the Effective Date, in contract, in tort, in law, or in equity, or pursuant to any other theory of law.

Chapter 11 Cases means the above-captioned jointly administered chapter 11 bankruptcy cases of the Debtors.

Claim means a "claim" against a Debtor within the meaning of section 101(5) of the Bankruptcy Code.

Claims Agent means BMC Group, Inc.

Class means any group of substantially similar Claims or Equity Interests classified by this Plan pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

Collateral means any property or interest in property of the Estates of the Debtors subject to a Lien, charge, or other encumbrance to secure the payment or performance of a Claim, which Lien, charge or other encumbrance is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable state or federal law.

Committee means the official committee of unsecured creditors appointed in the Chapter 11 Cases by the Office of the United States Trustee.

Confirmation Date means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket.

Confirmation Hearing means the hearing conducted by the Bankruptcy Court pursuant to sections 1128(a) and 1129 of the Bankruptcy Code to consider confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

Confirmation Order means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

Cure means the payment of Cash by the Debtors, or the distribution of other property (as the parties may agree or the Bankruptcy Court may order), as necessary to (i) cure a monetary default by the Debtors in accordance with the terms of an executory contract or

unexpired lease of the Debtors and (ii) permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

Debtor means any one of the Debtors, as the context may require.

Debtors means FiberTower Network Services Corp., FiberTower Corporation, FiberTower Licensing Corp., and FiberTower Spectrum Holdings, LLC, collectively, in their capacities as debtors and debtors in possession under sections 1107 and 1108 of the Bankruptcy Code.

Disbursing Agent means the party, which may be a Reorganized Debtor, designated by the Debtors and the Ad Hoc 2016 Committee to serve as a disbursing agent under Section 7.3 hereof.

Disclosure Statement means that certain disclosure statement relating to the Plan, including all exhibits and schedules thereto, as the same may be amended, supplemented or otherwise modified from time to time, as approved by the Bankruptcy Court pursuant to sections 1125 and 1126 of the Bankruptcy Code.

Disclosure Statement Order means the order of the Bankruptcy Court approving the Disclosure Statement pursuant to, among others, section 1125 of the Bankruptcy Code.

Disputed Claim means, with respect to a Claim, any such Claim (a) to the extent neither Allowed nor disallowed under the Plan or a Final Order nor deemed Allowed under section 502, 503 or 1111 of the Bankruptcy Code, or (b) for which a proof of claim for payment has been timely filed with the Bankruptcy Court or a written request for payment has been made, to the extent the Debtors or any party in interest have interposed a timely objection or request for estimation prior to the Confirmation Date in accordance with the Plan, or the Bankruptcy Rules, which objection or request for estimation has not been withdrawn or determined by a Final Order.

Disputed Equity Interest means, with respect to an Equity Interest, any such Equity Interest (a) to the extent neither Allowed nor disallowed under the Plan or a Final Order nor deemed Allowed under section 502, 503 or 1111 of the Bankruptcy Code, or (b) for which a proof of interest has been timely filed with the Bankruptcy Court, to the extent the Debtors or any party in interest has interposed a timely objection prior to the Confirmation Date in accordance with the Plan, or the Bankruptcy Rules, which objection has not been withdrawn or determined by a Final Order.

Effective Date means the first Business Day on which all the conditions precedent to the effectiveness of the Plan specified in Section 10.2 hereof shall have been satisfied or waived as provided in Section 10.3 hereof.

Equity Interest or Interest means any "equity security" of the Debtors, as that term is defined in section 101(16) of the Bankruptcy Code.

Estates means the estates of the Debtors as created under section 541 of the Bankruptcy Code.

FCC means the Federal Communication Commission.

FCC Opinion means the Memorandum Opinion and Order issued by the FCC's Wireless Telecommunications Bureau on November 7, 2012.

Fee Claim means any Claim by a Professional Person under sections 330, 331 or 503 of the Bankruptcy Code for allowance of compensation and/or reimbursement of expenses in the Chapter 11 Cases.

FiberTower Equity Interests means all Equity Interests in FiberTower Corporation.

Final Cash Collateral Order means the *Final Order (i) Authorizing Use of Cash Collateral Pursuant to Section 363 of the Bankruptcy Code and (ii) Providing Adequate Protection to Secured Parties Pursuant to Sections 361, 362, and 363 of the Bankruptcy Code*, dated August 21, 2012 [Docket No. 219] (and as thereafter amended on January 17, 2013 [Docket No. 535] and on April 22, 2013 [Docket No. 726]).

Final Order means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court and has not been reversed, vacated or stayed and as to which: (a) the time to appeal, petition for *certiorari*, or move for a stay, new trial, reargument, or rehearing has expired and as to which no appeal, petition for *certiorari* or other proceedings for a stay, new trial, reargument or rehearing shall then be pending; or (b) if an appeal, writ of *certiorari*, stay, new trial, reargument or rehearing thereof has been sought, (i) such order or judgment shall have been affirmed by the highest court to which such order was appealed, *certiorari* shall have been denied or a stay, new trial, reargument or rehearing shall have been denied or resulted in no modification of such order and (ii) the time to take any further appeal, petition for *certiorari*, or move for a stay, new trial, reargument or rehearing shall have expired; *provided, however*, that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion pursuant to section 502(j) or 1144 of the Bankruptcy Code, or under Rule 60 of the Federal Rules of Civil Procedure, or under Bankruptcy Rule 9024 has been or may be filed with respect to such order or judgment.

General Unsecured Claim means any Claim against a Debtor that is not an Administrative Expense Claim, a Fee Claim, a Priority Tax Claim, a Priority Non-Tax Claim, a Secured Claim, a 2016 Claim, a 2012 Claim or U.S. Trustee Fees.

Governmental Unit has the meaning ascribed to such term in section 101(27) of the Bankruptcy Code.

Holder means a Person holding a Claim or Interest, as applicable.

Intercompany Claims means all prepetition Claims against any of the Debtors held by another Debtor.

Lien has the meaning ascribed to such term in section 101(37) of the Bankruptcy Code.

Local Bankruptcy Rules means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas Fort Worth Division.

New Board means the Board of Directors of Reorganized FiberTower of as of the Effective Date, as identified in the Plan Supplement.

New FiberTower Common Stock means the new common stock of Reorganized FiberTower, par value $0.01 per share, to be issued by Reorganized FiberTower on the Effective Date under and pursuant to the Plan.

New FiberTower Governing Documents means (i) the certificate of incorporation and bylaws of each of the Recognized Debtors (which shall be their current charters and bylaws, as amended as necessary to implement the Plan including to, *inter alia*, prohibit the issuance of non-voting equity securities as required by section 1123(a)(6) of the Bankruptcy Code (other than any warrants), subject to further amendment as permitted by applicable law), and (ii) any other governing corporate document with respect to the Reorganized Debtors as may be contemplated by the Plan or otherwise, the forms of which will be filed as part of the Plan Supplement.

New FiberTower Subsidiary Equity Interests means, collectively, (i) the new common stock of each of (a) Reorganized FiberTower Licensing, and (b) Reorganized FiberTower Network Services, par value $0.01 per share, to be issued by Reorganized FiberTower Licensing and Reorganized FiberTower Network Services, respectively, to Reorganized FiberTower on the Effective Date under and pursuant to the Plan, and (ii) the new membership interests of Reorganized FiberTower Spectrum, par value $0.01 per interest, to be issued by Reorganized FiberTower Spectrum to Reorganized FiberTower Licensing on the Effective Date under and pursuant to the Plan.

New Stockholders Agreement means the stockholders agreement governing the holders of New FiberTower Common Stock, which shall be in form and substance acceptable to the Ad Hoc 2016 Committee, and a substantially final form of which will be contained in the Plan Supplement.

Other Equity Interests means all Equity Interests in the Subsidiary Debtors.

Other Secured Claim means a Secured Claim that is not a 2012 Claim, a 2012 Guaranty Claim, a 2016 Claim or a 2016 Guaranty Claim.

Person means an individual, partnership, corporation, limited liability company, cooperative, trust, unincorporated organization, association, joint venture, government or agency or political subdivision thereof or any other form of legal entity.

Petition Date means July 17, 2012, the date on which each Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code.

Plan means this Joint Chapter 11 Plan proposed by the Debtors, as the same may be amended, supplemented or otherwise modified, including the exhibits, schedules and supplements hereto.

Plan Supplement means the compilation of documents and forms of documents, schedules and exhibits, each of which shall be in form and substance acceptable to the Ad Hoc 2016 Committee, to be filed in one or more parts or volumes, no later than five (5) calendar days prior to the Voting Deadline, as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and the Bankruptcy Rules, comprising, without limitation, the New FiberTower Governing Documents and the New Stockholders Agreement.

Priority Non-Tax Claim means any Claim that is entitled to priority in payment pursuant to sections 507(a)(4), (5), (6) or (7) of the Bankruptcy Code and that is not an Administrative Expense Claim or a Priority Tax Claim.

Priority Tax Claim means any Claim of a Governmental Unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Pro Rata means the proportion that an Allowed Claim bears to the aggregate amount of all Claims in a particular class, including Disputed Claims, but excluding disallowed Claims, (i) as calculated by the Disbursing Agent; or (ii) as determined or estimated by the Bankruptcy Court.

Professional Person means any Person retained or to be compensated by the Debtors pursuant to sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code.

Released Parties means (a) the Debtors, (b) the Reorganized Debtors, (c) the Committee and its members; (d) the Ad Hoc 2016 Committee and its members; (e) the 2016 Agent; (f) the Holders of 2016 Claims and 2016 Guaranty Claims (each of (a) through (f) solely in its capacity as such) and (g) with respect to each of the foregoing, each of their respective direct or indirect subsidiaries, affiliates, current and former officers and directors, members, employees, agents, representatives, financial advisors, professionals, accountants and attorneys and all of their predecessors, successors and assigns.

Reorganized Debtors means the Debtors, as reorganized under and pursuant to the Plan from and after the Effective Date or, if the term Reorganized is used with respect to an individual Debtor, such individual Debtor as reorganized under and pursuant to the Plan, from and after the Effective Date.

Reorganized FiberTower means FiberTower Corporation, as reorganized under and pursuant to the Plan, from and after the Effective Date.

Reorganized FiberTower Licensing means FiberTower Licensing Corp., as reorganized under and pursuant to the Plan, from and after the Effective Date.

Reorganized FiberTower Network Services means FiberTower Network Services Corp., as reorganized under and pursuant to the Plan, from and after the Effective Date.

Reorganized FiberTower Spectrum means FiberTower Spectrum Holdings, LLC, as reorganized under and pursuant to the Plan, from and after the Effective Date.

Reorganized FiberTower Subsidiaries means each of (i) Reorganized FiberTower Network Services, (ii) Reorganized FiberTower Licensing, and (iii) Reorganized FiberTower Spectrum.

Secured Claim means a Claim that is secured by a Lien that is valid, perfected and enforceable, and not avoidable, upon property in which a Debtor has an interest, to the extent of the value, as of the Effective Date, of such interest or Lien as determined by a Final Order of the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code, or as otherwise agreed to in writing by the Debtor in question and the holder of such Claim.

Securities Act means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as now in effect or hereafter amended.

Subsidiary Debtors means the following Debtors: (i) FiberTower Network Services Corp., (ii) FiberTower Licensing Corp., and (iii) FiberTower Spectrum Holdings, LLC.

U.S. Trustee Fees means the fees arising under 28 U.S.C. § 1930(a)(6).

Voting Deadline means the date set by the Bankruptcy Court by which ballots for accepting or rejecting the Plan must be received, which is [___], 2013.

1.2 *Rules of Interpretation and Construction.*

(a) Interpretation. Unless otherwise specified herein, all section, article and exhibit references in the Plan are to the respective section in, article of, and exhibit to, the Plan, as the same may be amended, waived or modified from time to time. All headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan.

(b) Construction and Application of Bankruptcy Code Definitions. Unless otherwise defined herein, words and terms defined in section 101 of the Bankruptcy Code shall have the same meanings when used in the Plan. Words or terms used but not defined herein shall have the meanings ascribed to such terms or words, if any, in the Bankruptcy Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan.

(c) Other Terms. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular article, section, subsection or clause contained in the Plan.

(d) Time. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

ARTICLE II
TREATMENT OF UNCLASSIFIED CLAIMS

2.1 ***Administrative Expense Claims.***

All Administrative Expense Claims against the Debtors shall be treated as follows:

(a) Claims Arising on or before April 30, 2013. All Holders of Administrative Expense Claims (other than (i) Fee Claims; (ii) claims for fees payable to the Clerk of the United States Bankruptcy Court for the Northern District of Texas; (iii) U.S. Trustee Fees; (iv) any claim by a governmental unit for a tax or penalty described in section 503(b)(l)(B) and (C) of the Bankruptcy Code (as provided for in section 503(b)(1)(D) of the Bankruptcy Code); and (v) any Cash Collateral Order Claims) arising on or before April 30, 2013 shall have filed requests for allowance of payment of such Claims in accordance with the Administrative Expense Claim Initial Bar Date Order on or before the Administrative Expense Claim Initial Bar Date. A failure to have filed any such request in a timely fashion in accordance with the Administrative Expense Claim Initial Bar Date Order will result in the Administrative Expense Claim in question being discharged and its Holder forever barred from asserting such Administrative Expense Claim against the Debtors or the Reorganized Debtors.

(b) Time for Filing of Claims Arising on or after May 1, 2013. All Holders of Administrative Expense Claims (other than Fee Claims, Cash Collateral Order Claims and U.S. Trustee Fees) which were not required to be filed prior to the Administrative Expense Claim Initial Bar Date, including, for the avoidance of doubt: (i) all claims for fees payable to the Clerk of the United States Bankruptcy Court for the Northern District of Texas; (ii) all Administrative Expense Claims that arise on or after May 1, 2013; and (iii) any claim by a governmental unit for a tax or penalty described in section 503(b)(l)(B) and (C) of the Bankruptcy Code (as provided for in section 503(b)(1)(D) of the Bankruptcy Code), must file with the Bankruptcy Court a request for payment of such Claims on or before the Administrative Expense Claim Subsequent Bar Date. Any such request must be served on the Reorganized Debtors and their counsel and must, at a minimum, set forth (i) the name of the Holder of the Claim; (ii) the amount of the Claim; and (iii) the basis for the Claim. **A failure to file any such request in a timely fashion will result in the Administrative Expense Claim in question being discharged and its Holder forever barred from asserting such Administrative Expense Claim against the Debtors or the Reorganized Debtors.**

(c) Allowance. An Administrative Expense Claim for which a request for payment has been properly filed shall become an Allowed Administrative Expense Claim unless an objection is filed by the date that is forty-five (45) days after such Administrative Expense Claim is filed. If an objection is timely filed, the Administrative Expense Claim in question shall become an Allowed Administrative Expense Claim only to the extent so Allowed by Final Order of the Bankruptcy Court.

(d) Payment. Except to the extent that a Holder of an Allowed Administrative Expense Claim agrees to a different treatment of such Claim, each Holder of an Allowed Administrative Expense Claim (other than a Fee Claim, a Cash Collateral Order Claim or U.S. Trustee Fees) shall receive, on account, and in full satisfaction, of such Claim, Cash in an amount equal to the Allowed amount of such Claim on the later of (A) the Effective Date or (B) if the Administrative Expense Claim is not Allowed as of the Effective Date, no later than thirty (30) days after entry of an order by the Bankruptcy Court allowing such Administrative Expense Claim, or as soon as reasonably practicable thereafter.

2.2 *Fee Claims.*

Every Professional Person holding a Fee Claim that has not previously been the subject of a final fee application and Bankruptcy Court order shall file a final application for payment of fees and reimbursement of expenses no later than the date that is forty-five (45) days after the Effective Date. Any such final fee application shall conform to and comply with all applicable rules and regulations contained in the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. The last date to object to any final fee application shall be the twenty-fourth (24th) day after such fee application has been filed with the Bankruptcy Court. All final fee applications shall be set for hearing on the same day, as the Bankruptcy Court's calendar permits, after consultation with counsel for the Debtors. Allowed Fee Claims shall be paid in full in Cash by the Debtors or the Reorganized Debtors, as applicable, on the later of (A) the Effective Date or (B) if the Fee Claim is not Allowed as of the Effective Date, no later than ten (10) days after entry of an order by the Bankruptcy Court allowing such Fee Claim.

Notwithstanding the foregoing, on the Effective Date, the Reorganized Debtors shall pay (to the extent not previously paid under the Final Cash Collateral Order) any and all unpaid reasonable 2016 Agent Fees and Expenses and Ad Hoc 2016 Committee Fees and Expenses pursuant to section 1129(a)(4) of the Bankruptcy Code without the need for such parties to file any fee applications or the need for notice and a hearing.

Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Reorganized Debtors shall, without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, professional, or other fees and expenses related to implementation and consummation of the Plan incurred by the Reorganized Debtors.

2.3 *Priority Tax Claims.*

Except to the extent that a Holder of an Allowed Priority Tax Claim has agreed or agrees to a less favorable treatment of such Claim, each Holder of an Allowed Priority Tax Claim shall receive on the Effective Date, at the option of the Debtors: (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) regular installment payments of Cash (a) having a total value, as of the Effective Date, equal to the Allowed amount of the Claim, (b) over a period ending not later than five (5) years after the Petition Date and (c) in a manner not less favorable than the most favored non-priority Allowed General Unsecured Claims provided for by the Plan (other than Cash payments made to a class of creditors under section 1122(b) of the Bankruptcy Code). To the extent interest is required to be paid on any Priority Tax Claim, the rate of such interest shall be determined by the Bankruptcy Court.

ARTICLE III
CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

All Claims against, and Equity Interests in, the Debtors are classified for all purposes, including voting, confirmation, and distribution, pursuant to the Plan as follows:

3.1 ***Summary of Classification of Classified Claims and Interests.***

(a) General. Pursuant to sections 1122 and 1123 of the Bankruptcy Code, Claims and Interests are classified for all purposes, including, without express or implied limitation, voting, confirmation and distribution pursuant to this Plan, as set forth herein. A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class, and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that such Claim or Interest is Allowed in that Class and has not been paid or otherwise satisfied prior to the Effective Date. In no event shall any Holder of an Allowed Claim be entitled to receive payments that in the aggregate exceed the Allowed amount of such Holder's Claim. This Plan constitutes a separate chapter 11 plan of reorganization for each Debtor. For purposes of brevity and convenience, the classification and treatment of Claims and Interests has been set forth in two groups: (i) FiberTower Corporation (Debtor 1); and (ii) the Subsidiary Debtors (Debtors 2 through 4). Administrative Expense Claims and Priority Tax Claims are not classified for purposes of voting or receiving distributions under the Plan, pursuant to section 1123(a)(1) of the Bankruptcy Code. Instead, all such Claims shall be treated separately as unclassified claims on the terms previously set forth in Article II of the Plan.

(b) Identification of Classes Against FiberTower Corporation (Debtor 1). The following chart assigns a letter to each Class of Claims against or Interests in FiberTower Corporation for purposes of identifying each separate Class:

A	Priority Non-Tax Claims
B	2016 Claims
C	Other Secured Claims
D	2012 Claims
E	General Unsecured Claims
F	Intercompany Claims
G	FiberTower Equity Interests

(c) Identification of Classes Against Subsidiary Debtors (Debtors 2 through 4). The following chart assigns a letter to each Class of Claims against or Interests in the Subsidiary Debtors for purposes of identifying each separate Class:

A	Priority Non-Tax Claims
B	2016 Guaranty Claims
C	Other Secured Claims
D	2012 Guaranty Claims
E	General Unsecured Claims
F	Intercompany Claims
G	Other Equity Interests

3.2 ***Classification of Claims Against and Equity Interests in FiberTower Corporation (Debtor 1).***

Class	Designation	Impairment	Entitled to Vote
Class 1A	Priority Non-Tax Claims	No	No (deemed to accept)
Class 1B	2016 Claims	Yes	Yes
Class 1C	Other Secured Claims	No	No (deemed to accept)
Class 1D	2012 Claims	Yes	No (deemed to reject)
Class 1E	General Unsecured Claims	Yes	No (deemed to reject)
Class 1F	Intercompany Claims	Yes	No (deemed to reject)
Class 1G	FiberTower Equity Interests	Yes	No (deemed to reject)

3.3 ***Classification of Claims Against and Equity Interests in Subsidiary Debtors (Debtors 2 through 4)***

Class	Designation	Impairment	Entitled to Vote
Classes 2A - 4A	Priority Non-Tax Claims	No	No (deemed to accept)
Classes 2B - 4B	2016 Guaranty Claims	Yes	Yes
Classes 2C - 4C	Other Secured Claims	No	No (deemed to accept)

Class	Designation	Impairment	Entitled to Vote
Class 2D - 4D	2012 Guaranty Claims	Yes	No (deemed to reject)
Class 2E - 4E	General Unsecured Claims	Yes	No (deemed to reject)
Class 2F - 4F	Intercompany Claims	Yes	No (deemed to reject)
Class 2G - 4G	Other Equity Interests	Yes	No (deemed to reject)

ARTICLE IV
TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.1 ***Treatment of Claims Against and Equity Interests in FiberTower Corporation (Debtor 1).***

(a) Class 1A – Priority Non-Tax Claims. Except to the extent that a Holder of an Allowed Priority Non-Tax Claim against FiberTower Corporation agrees to a less favorable treatment, each such Holder shall receive, in full satisfaction of such Claim, payment in full in Cash on the later of (A) the Effective Date or (B) ten (10) days after entry of an order by the Bankruptcy Court allowing such Priority Non-Tax Claim. Class 1A is unimpaired by the Plan. Each Holder of an Allowed Priority Non-Tax Claim against FiberTower Corporation is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and is therefore not entitled to vote to accept or reject the Plan.

(b) Class 1B – 2016 Claims. On the Effective Date, except to the extent that a Holder of an Allowed 2016 Claim agrees to less favorable treatment, each Holder of an Allowed 2016 Claim shall be entitled to receive, in full satisfaction of such Claim, its Pro Rata share of one hundred percent (100%) of the New FiberTower Common Stock. The 2016 Claims shall be Allowed in the aggregate amount of $131,779,772.00 plus accrued and unpaid interest, fees, expenses and other charges accruing prior to the Petition Date, less any amounts applied as payment of principal from the Petition Date through the Effective Date. Class 1B is impaired by the Plan. Each Holder of an Allowed 2016 Claim is entitled to vote to accept or reject the Plan.

(c) Class 1C – Other Secured Claims. On the Effective Date, except to the extent that a Holder of an Allowed Other Secured Claim against FiberTower Corporation agrees to less favorable treatment, each Holder of an Allowed Other Secured Claim against FiberTower Corporation shall, at the Debtors' option: (i) be reinstated or otherwise rendered unimpaired in accordance with section 1124 of the Bankruptcy Code, notwithstanding any contractual provision or applicable non-bankruptcy law that entitles the Holder of an Allowed Other Secured Claim against FiberTower Corporation to demand or receive payment of such Claim prior to its stated maturity from and after the occurrence of an event of default; (ii) be paid in the ordinary course of business in accordance with the course of practice between the Debtors and such Holder with respect to such Allowed Other Secured Claim against FiberTower Corporation; or (iii) receive

the Collateral securing such Allowed Other Secured Claim against FiberTower Corporation. Class 1C is unimpaired by the Plan. Each Holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and is therefore not entitled to vote to accept or reject the Plan.

(d) Class 1D – 2012 Claims. On the Effective Date, all Allowed 2012 Claims shall be discharged and extinguished. Holders of Allowed 2012 Claims against FiberTower Corporation shall not receive or retain any property under the Plan on account of such Claims. Class 1D is impaired by the Plan. Each Holder of an Allowed 2012 Claim is conclusively presumed to have rejected the Plan pursuant to section 1126(g) and is therefore not entitled to vote to accept or reject the Plan.

(e) Class 1E – General Unsecured Claims. On the Effective Date, each Allowed General Unsecured Claim against FiberTower Corporation shall be discharged and extinguished. Holders of Allowed General Unsecured Claims against FiberTower Corporation shall not receive or retain any property under the Plan on account of such Claims. Class 1E is impaired by the Plan. Each Holder of an Allowed General Unsecured Claim against FiberTower Corporation is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is therefore not entitled to vote to accept or reject the Plan.

(f) Class 1F – Intercompany Claims. On the Effective Date, each Allowed Intercompany Claim against FiberTower Corporation shall be extinguished and all Holders of Allowed Intercompany Claims against FiberTower Corporation shall not receive or retain any property under the Plan on account of such Claims. Class 1F is impaired by the Plan. Each Holder of an Allowed Intercompany Claim against FiberTower Corporation is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is therefore not entitled to vote to accept or reject the Plan.

(g) Class 1G – FiberTower Equity Interests. On the Effective Date, all FiberTower Equity Interests shall be cancelled and extinguished. Holders of such FiberTower Equity Interests shall not receive nor retain any property under the Plan on account of such FiberTower Equity Interests. Class 1G is impaired by the Plan. Each Holder of a FiberTower Equity Interest is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is therefore not entitled to vote to accept or reject the Plan.

4.2 *Treatment of Claims Against and Equity Interests in the Subsidiary Debtors (Debtors 2 through 4).*

(a) Classes 2A through 4A – Priority Non-Tax Claims. Except to the extent that a Holder of an Allowed Priority Non-Tax Claim against a Subsidiary Debtor agrees to a less favorable treatment, each such Holder shall receive, in full satisfaction of such Claim, payment in full in Cash on the later of (A) the Effective Date or (B) ten (10) days after entry of an order by the Bankruptcy Court allowing such Priority Non-Tax Claim

against a Subsidiary Debtor. Classes 2A through 4A are unimpaired by the Plan. Each Holder of an Allowed Priority Non-Tax Claim against a Subsidiary Debtor is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and is therefore not entitled to vote to accept or reject the Plan.

(b) Class 2B through 4B – 2016 Guaranty Claims. On the Effective Date, except to the extent that a Holder of an Allowed 2016 Guaranty Claim agrees to less favorable treatment, each Holder of an Allowed 2016 Guaranty Claim shall be entitled to receive, in full satisfaction of such Claim, its Pro Rata share of one hundred percent (100%) of the New FiberTower Common Stock. Reorganized FiberTower shall own one hundred percent (100%) of the New FiberTower Subsidiary Equity Interests in Reorganized FiberTower Network Services and Reorganized FiberTower Licensing, and Reorganized FiberTower Licensing shall own one hundred percent (100%) of the New FiberTower Subsidiary Equity Interests in Reorganized FiberTower Spectrum. The 2016 Guaranty Claims shall be Allowed in the aggregate amount of $131,779,772.00 plus accrued and unpaid interest, fees, expenses and other charges accruing prior to the Petition Date, less any amounts applied as payment of principal from the Petition Date through the Effective Date. Classes 2B through 4B are impaired by the Plan. Each Holder of an Allowed 2016 Guaranty Claim is entitled to vote to accept or reject the Plan.

(c) Classes 2C through 4C – Other Secured Claims. On the Effective Date, except to the extent that a Holder of an Allowed Other Secured Claim against a Subsidiary Debtor agrees to less favorable treatment, each Holder of an Allowed Other Secured Claim against a Subsidiary Debtor shall, at the Debtors' option: (i) be reinstated or otherwise rendered unimpaired in accordance with section 1124 of the Bankruptcy Code, notwithstanding any contractual provision or applicable non-bankruptcy law that entitles the Holder of an Allowed Other Secured Claim against a Subsidiary Debtor to demand or receive payment of such Claim prior to its stated maturity from and after the occurrence of an event of default; (ii) be paid in the ordinary course of business in accordance with the course of practice between the Debtors and such Holder with respect to such Allowed Other Secured Claim against a Subsidiary Debtor; or (iii) receive the Collateral securing such Allowed Other Secured Claim against a Subsidiary Debtor. Classes 2C through 4C are unimpaired by the Plan. Each Holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and is therefore not entitled to vote to accept or reject the Plan.

(d) Class 2D through 4D - 2012 Guaranty Claims. On the Effective Date, all Allowed 2012 Guaranty Claims shall be discharged and extinguished. Holders of Allowed 2012 Guaranty Claims shall not receive or retain any property under the Plan on account of such Claims. Classes 2D through 4D are impaired by the Plan. Each Holder of an Allowed 2012 Guaranty Claim is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is therefore not entitled to vote to accept or reject the Plan.

(e) Class 2E through 4E – General Unsecured Claims. On the Effective Date, each Allowed General Unsecured Claim against the Subsidiary Debtors shall be

discharged and extinguished. Holders of Allowed General Unsecured Claims against the Subsidiary Debtors shall not receive or retain any property under the Plan on account of such Claims. Classes 2E through 4E are impaired by the Plan. Each Holder of an Allowed General Unsecured Claim against a Subsidiary Debtor is conclusively presumed to have rejected the Plan pursuant to section 1126(g) and is therefore not entitled to vote to accept or reject the Plan.

(f) Classes 2F through 4F – Intercompany Claims. On the Effective Date, each Allowed Intercompany Claim against a Subsidiary Debtor shall be extinguished and all Holders of Allowed Intercompany Claims against the Subsidiary Debtors shall not receive or retain any property under the Plan on account of such Claims. Classes 2F through 4F are impaired by the Plan. Each Holder of an Allowed Intercompany Claim against a Subsidiary Debtor is conclusively presumed to have rejected the Plan pursuant to section 1126(g) and is therefore not entitled to vote to accept or reject the Plan.

(g) Class 2G through 4G – Other Equity Interests. On the Effective Date, all Other Equity Interests shall be cancelled and extinguished. On and after the Effective Date, Reorganized FiberTower shall own one hundred percent (100%) of the New FiberTower Subsidiary Equity Interests in Reorganized FiberTower Network Services and Reorganized FiberTower Licensing, and Reorganized FiberTower Licensing shall own one hundred percent (100%) of the New FiberTower Subsidiary Equity Interests in Reorganized FiberTower Spectrum. Classes 2G through 4G are impaired by the Plan. Each Holder of an Other Equity Interest is conclusively presumed to have rejected the Plan pursuant to section 1126(g) and is therefore not entitled to vote to accept or reject the Plan.

ARTICLE V
IMPAIRMENT; ACCEPTANCE OR REJECTION OF THE PLAN; EFFECT OF REJECTION BY ONE OR MORE CLASSES

5.1 *Classes Entitled to Vote.*

The Holders of Claims in Classes 1A through 4A and 1C through 4C are (i) unimpaired, (ii) conclusively deemed to have accepted the Plan and (iii) not entitled to vote to accept or reject the Plan. Holders of Claims in Classes 1D through 4D, 1E through 4E and 1F through 4F, and Holders of Equity Interests in Classes 1G through 4G, are (a) impaired, (b) neither receiving nor retaining any property under the Plan on account of such Claims and Equity Interests, respectively, (c) conclusively deemed to have rejected the Plan, and (d) not entitled to vote to accept or reject the Plan. Holders of Claims in Classes 1B through 4B are (x) impaired and (y) entitled to vote to accept or reject the Plan.

5.2 *Acceptance by a Voting Class.*

In accordance with section 1126(c) of the Bankruptcy Code, and except as provided in section 1126(e) of the Bankruptcy Code, a voting Class of Claims shall have accepted the Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-

half (1/2) in number of the Allowed Claims voted in such Class have timely and properly voted to accept the Plan.

5.3 ***Cramdown.***

If any Class fails to accept the Plan in accordance with section 1126(c) or (d) of the Bankruptcy Code, the Debtors hereby request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code.

ARTICLE VI
MEANS OF IMPLEMENTATION
AND POST-EFFECTIVE DATE GOVERNANCE

6.1 ***Non-Substantive Consolidation.***

The Plan is presented as a joint plan of reorganization. This Plan, however, does not provide for the substantive consolidation of the Debtors' Estates. On the Effective Date, the Debtors' Estates shall not be deemed to be substantively consolidated for any reason. Allowed Claims held against one Debtor will be satisfied solely from the Cash and assets of such Debtor and its Estate. Except as specifically set forth herein, nothing in this Plan shall constitute or be deemed to constitute an admission that any one or all of the Debtors is subject to or liable for any Claims against any other Debtor. A Claim against multiple Debtors will be treated as a separate Claim against each Debtor's Estate for all purposes including, but not limited to, voting and distribution; *provided, however*, that no Claim will receive more than payment in full of such Claim. Notwithstanding anything to the contrary in this Plan, any reinstated Claims of a Debtor shall remain the obligations solely of such Debtor and shall not become obligations of any other Debtor by virtue of this Plan, the Chapter 11 Cases, or otherwise.

6.2 ***Continued Separate Existence.***

Subject to the transactions contemplated by the Plan, and except as provided in the Plan, each Reorganized Debtor shall continue to exist after the Effective Date as a separate legal entity, with all the powers afforded to it under applicable law in the jurisdiction in which it is organized and pursuant to the organizational documents in effect with respect to it prior to the Effective Date, except to the extent such organizational documents are amended by, or are to be amended pursuant to, the Plan or otherwise, without prejudice to any right to terminate such existence (whether by merger or otherwise) under applicable law after the Effective Date.

6.3 ***Restructuring and Other Corporate Actions and Transactions.***

(a) New FiberTower Governing Documents. The New FiberTower Governing Documents shall be adopted as may be required in order to be consistent with the provisions of this Plan and the Bankruptcy Code. The New FiberTower Governing Documents shall, as applicable and among other things, (a) authorize the issuance of New FiberTower Common Stock in amounts not less than the amounts necessary to permit the distributions thereof required or contemplated by the Plan, and (b) provide, pursuant to section 1123(a)(6) of the Bankruptcy Code, for a provision prohibiting the issuance of

nonvoting equity securities. Forms of the New FiberTower Governing Documents will be contained in the Plan Supplement.

(b) New Stockholders Agreement. On the Effective Date, Reorganized FiberTower and all of the holders of New FiberTower Common Stock then outstanding shall be deemed to be parties to the New Stockholders Agreement, substantially in the form contained in the Plan Supplement, without the need for execution by any such holder other than Reorganized FiberTower. The New Stockholders Agreement shall be binding on all parties receiving, and all holders of, New FiberTower Common Stock regardless of whether such parties execute the New Stockholders Agreement.

(c) Tax Elections. None of the Reorganized Debtors shall change its entity classification for U.S. federal income tax purposes on or prior to the Effective Date.

(d) Other Transactions. On or as of the Effective Date, or as soon thereafter as may be practicable, and without the need for any further action other than approval by the New Board, the Reorganized Debtors may: (i) cause any or all of the Reorganized Debtors or to be merged into one or more of the Reorganized Debtors, dissolved or otherwise consolidated; (ii) cause the transfer of assets between or among the Reorganized Debtors; or (iii) engage in any other transaction in furtherance of the Plan.

(e) General Corporate Actions. Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including, without limitation: (i) selection of the directors and officers of the Reorganized Debtors (including the New Board); (ii) distribution of New FiberTower Common Stock and New FiberTower Subsidiary Equity Interests; and (iii) all other actions contemplated by the Plan (whether to occur before, on or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by any holders of Equity Interests or New FiberTower Common Stock or New FiberTower Subsidiary Equity Interests or the managing members, directors or officers of the Debtors or the Reorganized Debtors. On or prior to the Effective Date, as applicable, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors. Such authorizations and approvals shall be effective notwithstanding any requirements under non-bankruptcy law.

(f) New Board. On the Effective Date, the initial board of directors of each of the Reorganized Debtors shall consist of those individuals identified in a filing to be made with the Bankruptcy Court on or before the date of the Confirmation Hearing. The initial board of directors of Reorganized FiberTower will consist of three (3) members to be designated by the Ad Hoc 2016 Committee. The compensation arrangement for any

insider of the Debtors that shall become an officer of a Reorganized Debtor will be disclosed in the Plan Supplement.

(g) Corporate Structure. On and after the Effective Date, Reorganized FiberTower shall own one hundred percent (100%) of the New FiberTower Subsidiary Equity Interests in Reorganized FiberTower Network Services and Reorganized FiberTower Licensing, and Reorganized FiberTower Licensing shall own one hundred percent (100%) of the New FiberTower Subsidiary Equity Interests in Reorganized FiberTower Spectrum.

6.4 ***Issuance of New Securities.***

(a) As of the Effective Date, the issuance by Reorganized FiberTower of the New FiberTower Common Stock and the issuance by the Reorganized FiberTower Subsidiaries of the New FiberTower Subsidiary Equity Interests to the Persons and in the amounts set forth herein is hereby authorized without the need for any further corporate action. Pursuant to section 1145 of the Bankruptcy Code, the issuance and allocation of shares of New FiberTower Common Stock and New FiberTower Subsidiary Equity Interests hereunder (and any options to purchase the same) shall be exempt from registration under the Securities Act and any other state, federal or local law requiring registration for offer or sale of a security.

(b) In the period pending distribution of the New FiberTower Common Stock to any holder entitled pursuant to this Plan to receive New FiberTower Common Stock, such holder shall be bound by, have the benefit of, and be entitled to enforce the terms and conditions of the New Stockholders Agreement and shall be entitled to exercise any voting rights and receive any dividends or other distributions payable in respect of such holder's New FiberTower Common Stock (including receiving any proceeds of permitted transfers of such New FiberTower Common Stock) and to exercise all other rights in respect of the New FiberTower Common Stock (so that such holder shall be deemed for tax purposes to be the owner of the New FiberTower Common Stock).

6.5 ***Release of Liens.***

Except as otherwise provided herein, upon the occurrence of the Effective Date, any Lien securing a Secured Claim, including without limitation, the 2016 Claims, the 2016 Guaranty Claims, the 2012 Claims, the 2012 Guaranty Claims and the Other Secured Claims, shall be deemed released, and the holder of such Secured Claim shall be authorized and directed to release any Collateral or other property of the Debtors (including any cash collateral) held by such holder and to take such actions as may be requested by the Debtors to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Debtors. As of the Effective Date, the Reorganized Debtors shall be authorized to file on behalf of holders of Secured Claims form UCC-3s or such other forms as may be necessary to implement the provisions of this section.

6.6 *Preservation of Rights of Action; Settlement of Litigation Claims.*

Except as otherwise provided herein, including Sections 11.2, 11.3 and 11.4 hereof, as of and after the Effective Date, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, any Cause of Action accruing to the Debtors, including, but not limited to, Causes of Action that may exist against any party listed in the Debtors' statements of financial affairs and/or schedules of assets and liabilities, are reserved for and shall become assets of the Reorganized Debtors, and, subject to the limitations contained in the Plan, the Reorganized Debtors shall have the authority, without approval of the Bankruptcy Court, to commence, prosecute, enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all Causes of Action, whether in law or in equity, whether known or unknown for the benefit of the Debtors or the Estates (including, for the avoidance of doubt, all of the Debtors' interests in the pending appeal, and any future appeals, of the FCC Opinion).

6.7 *Effectuating Documents; Further Transactions.*

The members of the boards of directors or boards of managers and officers of each Debtor (including the chairman of the board of directors, president, chief financial officer, any vice-president, or any other appropriate officer of each Debtor) shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such actions, as may be necessary or appropriate, to effectuate and further evidence the terms and conditions of the Plan. The secretary or assistant secretary of the appropriate Debtor shall be authorized to certify or attest to any of the foregoing actions.

6.8 *Cancellation of Agreements.*

On and as of the Effective Date, except to the extent otherwise provided herein, the 2016 Indenture, the 2012 Indenture and any other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest, equity or profits interest in the Debtors or any warrants, options or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership or profits interest in the Debtors giving rise to any Claim or Interest, and any options, or other securities exercisable or exchangeable for, or convertible into Interests or equity of the Debtors, shall be deemed cancelled, and the obligations of the Debtors thereunder shall be deemed satisfied in full and discharged; *provided, however*, that the 2016 Indenture shall continue in effect to the extent (including any charging lien held by the 2016 Agent) and for so long as necessary to allow the Holders of 2016 Claims and 2016 Guaranty Claims to receive distributions under the Plan.

6.9 *Dissolution of Statutory Committees and Cessation of Fee and Expense Payments.*

Any Committee appointed in these Chapter 11 Cases shall be dissolved on the Confirmation Date. The Debtors shall not be responsible for paying any fees or expenses incurred by any Committee after the Confirmation Date. On and after the Effective Date, the Reorganized Debtors shall not be responsible for paying any fees or expenses of the advisors to

(i) the Ad Hoc 2016 Committee or (ii) the 2016 Agent, except as may otherwise be provided in any then-applicable and effective agreements.

ARTICLE VII
DISTRIBUTIONS

7.1 *Date of and Manner of Distributions.*

Unless otherwise provided herein, any distributions and deliveries to be made under the Plan shall be made on the Effective Date or as soon as practicable thereafter. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act shall be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

7.2 *Sources of Cash for Plan Distributions.*

Except as otherwise provided herein or in the Confirmation Order, all Cash required for the payments to be made hereunder shall be obtained from the Debtors' and the Reorganized Debtors' operations and Cash on hand; *provided, however,* that nothing herein shall be deemed to limit or prohibit the Reorganized Debtors from entering into one or more post-Effective Date credit facilities to fund additional payments or liquidity requirements of the Reorganized Debtors.

7.3 *Disbursing Agent.*

All distributions under the Plan shall be made by the Disbursing Agent. The Disbursing Agent shall make all distributions on account of Allowed 2016 Claims and 2016 Guaranty Claims at the direction and with the consent of the 2016 Agent, who shall direct the Disbursing Agent to deliver such distributions to the Holders of 2016 Claims and 2016 Guaranty Claims in accordance with the provisions of this Plan and the terms of the 2016 Indenture. Any distribution made by the Disbursing Agent for the Holders of 2016 Claims and 2016 Guaranty Claims shall be held for the benefit of the 2016 Agent and remain subject to any charging lien held by the 2016 Agent. The Disbursing Agent shall not be required to give any bond, surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

7.4 *Rights and Powers of Disbursing Agent.*

The Disbursing Agent shall be empowered to (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan, (b) make all distributions contemplated hereby, (c) employ professionals to represent it with respect to its responsibilities and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

7.5 *Record Date for Distributions.*

At the close of business on the Effective Date, the transfer ledgers or registers for the Debtors' existing Equity Interests and all indebtedness under the 2016 Indenture shall be closed, and there shall be no further changes in the record holders of such indebtedness. The Reorganized Debtors and/or the Disbursing Agent shall have no obligation to recognize any transfer of any of the foregoing occurring after the Effective Date, and shall be entitled instead to recognize for all purposes hereunder, including to effect distributions hereunder, only those record holders stated on the transfer ledgers or registers maintained by the Reorganized Debtors and the Disbursing Agent as of the close of business on the Effective Date.

7.6 *Recipients of Distributions.*

All distributions to Holders of Allowed Claims under the Plan (except to holders of Allowed 2016 Claims and 2016 Guaranty Claims) shall be made to the Holder of the Claim as of the Effective Date. Changes as to the Holder of a Claim after the Effective Date shall only be valid and recognized for distribution if notice of such change is filed with the Bankruptcy Court, in accordance with Bankruptcy Rule 3001 (if applicable) and served upon the Reorganized Debtors and their counsel. Distributions on account of Allowed 2016 Claims and 2016 Guaranty Claims shall be made by the Disbursing Agent at the direction and with the consent of the 2016 Agent, who shall be responsible for directing the appropriate distributions in accordance with the 2016 Agent's books and records and pursuant to the terms of the 2016 Indenture. In connection therewith, the 2016 Agent shall neither have nor assume any liability for directing distributions greater than that provided for in the 2016 Indenture. The Disbursing Agent shall not have or incur any liability for making any distributions to any Holder of 2016 Claims and 2016 Guaranty Claims.

7.7 *Delivery of Distributions.*

Subject to Bankruptcy Rule 9010, all distributions under the Plan (other than distributions made to Holders of Allowed 2016 Claims and 2016 Guaranty Claims) shall be made at the address of each Holder of an Allowed Claim as set forth in the books and records of the Debtors, unless the applicable Debtor or Reorganized Debtor has been notified in writing of a change of address, including, without limitation, by the filing of a proof of claim by such holder that contains an address for such holder different from the address on file with the Debtors for such holder. If any distribution to the Holder of an Allowed Claim is returned as undeliverable, no distribution to such holder shall be made unless and until the Debtor or Reorganized Debtor is notified of such holder's then-current address, at which time all missed distributions shall be made to such holder without interest; *provided, however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one hundred eighty (180) days after the Effective Date. After such date, all unclaimed property or interest in property shall revert to the Reorganized Debtors, and the Claim of any Holder with respect to such property or interest in property shall be discharged and forever barred, notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary.

7.8 ***Means of Payment.***

All money distributions made pursuant to the Plan shall be in Cash unless stated otherwise.

7.9 ***Fractional Distributions.***

No fractional shares of New FiberTower Common Stock or New FiberTower Subsidiary Equity Interests shall be distributed and no Cash shall be distributed in lieu of such fractional shares. When any distribution pursuant to the Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New FiberTower Common Stock or New FiberTower Subsidiary Equity Interests that is not a whole number, the actual distribution of shares of New FiberTower Common Stock or New FiberTower Subsidiary Equity Interests shall be rounded as follows: (a) fractions of one-half (1/2) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half (1/2) shall be rounded to the next lower whole number with no further payment therefor. The total number of authorized shares of New FiberTower Common Stock or New FiberTower Subsidiary Equity Interests to be distributed hereunder shall be adjusted as necessary to account for the foregoing rounding.

7.10 ***Setoffs and Recoupment.***

The Debtors may, but shall not be required to, setoff against or recoup from any Claim any claims of any nature whatsoever that any of the Debtors may have against the Holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by any of the Debtors of any such claim they may have against such claimant.

7.11 ***Distributions After Effective Date.***

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date, but which later become Allowed Claims, shall be deemed to have been made on the Effective Date.

7.12 ***Withholding and Reporting Requirements.***

In connection with the Plan and all instruments issued in connection therewith and distributed thereunder, any party issuing any instrument or making any such distribution under the Plan shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local taxing authority, and all distributions under the Plan shall be subject to any such withholding or reporting requirements. Notwithstanding the above, each Holder of an Allowed Claim that is entitled to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any applicable tax obligations, including income, withholding and other tax obligations, on account of such distribution. Any party issuing any instrument or making any distribution under the Plan to any Holder of any Allowed Claim has the right, but not the obligation, to not issue such instrument or make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

7.13 ***No Postpetition Interest.***

Unless otherwise specifically provided for herein or in the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim.

7.14 ***Time Bar to Payments.***

Checks issued by the Disbursing Agent in respect of Allowed Claims shall be null and void if not negotiated within three (3) months after the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Disbursing Agent by the Holder of the Allowed Claim with respect to whom such check was originally issued. Any Claim in respect of such voided check shall be made on or before the first anniversary of the Effective Date. After such date, all Claims in respect of void checks shall be discharged and forever barred.

ARTICLE VIII
PROCEDURES FOR RESOLVING AND TREATING DISPUTED CLAIMS

8.1 ***Objections to Claims.***

Except insofar as a Claim is Allowed under the Plan or pursuant to Final Order of the Bankruptcy Court, the Reorganized Debtors or any other party in interest shall be entitled to object to Claims. Any objections to Claims (other than Administrative Expense Claims) shall be served and filed (i) on or before the ninetieth (90th) day following the later of (x) the Effective Date and (y) the date that a proof of claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim, or (ii) such later date as ordered by the Bankruptcy Court. Any Claim as to which an objection is timely filed shall be a Disputed Claim.

8.2 ***No Distributions Pending Allowance.***

If the Debtors or the Reorganized Debtors object to any Claim, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

8.3 ***Distributions After Allowance.***

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required under applicable bankruptcy law.

8.4 ***Disallowance of Late Filed Claims and Equity Interests.***

Unless otherwise provided in a Final Order of the Bankruptcy Court, any Claim or Equity Interest for which a proof of claim or interest, as applicable, is filed after the applicable Bar Date shall be deemed disallowed. The holder of a Claim or Equity Interest that is disallowed pursuant to this Section 8.4 shall not receive any distribution on account of such Claim or Equity Interest, as applicable, and neither the Debtors nor the Distribution Agent shall need to take any affirmative action for such Claim or Equity Interest to be deemed disallowed.

8.5 ***Administrative Claims Reserve***

On the Effective Date, the Debtors shall create and fund the Administrative Claims Reserve in an amount sufficient to pay all estimated Administrative Expense Claims, which amount shall be agreed upon by the Debtors and the Ad Hoc 2016 Committee prior to the Effective Date. The Administrative Claims Reserve shall be used by the Disbursing Agent to pay distributions on account of Allowed Administrative Expense Claims, including Fee Claims and ordinary course Administrative Expense Claims. In the event that any Cash remains in the Administrative Claims Reserve after payment of all Allowed Administrative Expense Claims, such Cash shall revert to the Reorganized Debtors.

ARTICLE IX
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

9.1 ***Rejection of Contracts and Leases.***

(a) Except as otherwise provided herein, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, as of the Effective Date, each Debtor shall be deemed to have rejected each executory contract and unexpired lease to which it is a party, unless such contract or lease (i) was previously assumed, assumed and assigned or rejected by the Debtors, (ii) previously expired or terminated pursuant to its own terms, (iii) is the subject of a motion to assume, assume and assign, or reject filed by the Debtors on or before the Confirmation Date, or (iv) is set forth in Schedule 9.1(a) as an executory contract or unexpired lease to be assumed. The Confirmation Order shall constitute an order of the Bankruptcy Court under sections 365 and 1123(b) of the Bankruptcy Code approving the contract and lease assumptions or rejections described above, as of the Effective Date.

(b) Except to the extent that different treatment has been agreed to by the nondebtor party or parties to an executory contract or unexpired lease to be assumed pursuant to Section 9.1(a) hereof, the Debtors shall, pursuant to the provisions of section 1123(a)(5)(G) and 1123(b)(2) of the Bankruptcy Code and consistent with the requirements of section 365 of the Bankruptcy Code, no later than the Voting Deadline, file and serve a schedule with the Bankruptcy Court listing the cure amounts of all executory contracts or unexpired leases to be assumed. Any party that fails to object to the applicable Cure amount within ten (10) calendar days after the filing of such schedule, shall be forever barred, estopped and enjoined from disputing the Cure amount

and/or from asserting any Claim against the applicable Debtor arising under section 365(b)(1) of the Bankruptcy Code except as set forth in the schedule of Cure amounts. If there are any timely objections filed, the Cure payments, if any, required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving such dispute. The Debtors shall retain their right to reject or assume any executory contracts of unexpired leases that are subject to a dispute, including contracts or leases that are subject to a dispute concerning amounts necessary to Cure any defaults, until the entry of a Final Order resolving such dispute.

(c) Each executory contract and unexpired lease that is assumed, if any, and relates to the use, ability to acquire, or occupancy of real property shall include (i) all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affect such executory contract or unexpired lease and (ii) all executory contracts or unexpired leases appurtenant to the premises, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, usufructs, reciprocal easement agreements, vaults, tunnel or bridge agreements or franchises, and any other interests in real estate or rights *in rem* related to such premises, unless any of the foregoing agreements has been rejected pursuant to an order of the Bankruptcy Court.

9.2 *Inclusiveness.*

Unless otherwise specified, each executory contract and unexpired lease shall include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed on such schedule.

9.3 *Payments Related to Assumption of Contracts and Leases.*

Any monetary amounts by which any executory contract and unexpired lease to be assumed hereunder are in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors upon assumption thereof. If there is a dispute regarding the nature or amount of any Cure, then Cure shall occur following the entry of a Final Order of the Bankruptcy Court resolving the dispute and approving the assumption or assumption and assignment, as the case may be.

9.4 *Assumed Contracts and Leases.*

Except as otherwise provided herein or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, none of the executory contracts and unexpired leases to which the Debtors are a party shall be assumed hereunder; *provided, however,* that the Debtors reserve the right, at any time prior to the Confirmation Date, to seek to reject or assume any executory contract or unexpired lease to which any Debtor is party.

9.5 *Claims Based on Rejection of Executory Contracts or Unexpired Leases.*

All Claims arising out of the rejection of executory contracts and unexpired leases (if any) must be served upon the applicable Debtor and its counsel within thirty (30) days after the earlier of (i) the date of entry of an order of the Bankruptcy Court approving such rejection or (ii) the Effective Date; *provided, however,* that any such Claim arising out of the rejection of an executory contract or unexpired lease that is filed after the Effective Date shall be served on the Reorganized Debtors. Any Claims arising from the rejection of an executory contract or unexpired lease not timely filed as set forth in this paragraph shall not be treated as a creditor with respect to such Claim and shall be forever barred from assertion against the Debtors or the Reorganized Debtors. Any Claims arising from the rejection of an executory contract or an unexpired lease shall be treated as a General Unsecured Claim.

9.6 *Compensation and Benefit Plans.*

Except and to the extent previously assumed by an order of the Bankruptcy Court, on or before the Confirmation Date, all employee compensation and employee benefit plans of the Debtors, including employee benefit plans and programs subject to sections 1114 and 1129(a)(13) of the Bankruptcy Code (if any) entered into before or after the Petition Date and not since terminated, shall terminate on the Effective Date.

9.7 *Insurance Policies.*

Notwithstanding anything contained in the Plan to the contrary, unless specifically rejected by order of the Bankruptcy Court, all of the Debtors' insurance policies and any agreements, documents or instruments relating thereto, shall be terminated; *provided, however*, that (i) any insurance policies to which any Debtor is a party and (ii) any insurance policies relating to the Spectrum Lease Rights, shall be continued. Nothing contained in this section shall constitute or be deemed a waiver of any cause of action that the Debtors may hold against any entity, including, without limitation, the insurer, under any of the Debtors' insurance policies.

ARTICLE X
CONDITIONS PRECEDENT TO EFFECTIVENESS OF THE PLAN

10.1 *Conditions to Confirmation.*

Confirmation of the Plan shall not occur until each of the following conditions precedent have been satisfied or waived:

(a) the Confirmation Order shall be in form and substance acceptable to the Debtors and the Ad Hoc 2016 Committee; and

(b) the Plan and Plan Supplement, including any amendments, modifications, or supplements thereto shall be in form and substance acceptable to the Debtors and the Ad Hoc 2016 Committee.

10.2 ***Conditions to Effective Date of Plan.***

The Effective Date of the Plan shall not occur until each of the following conditions precedent have been satisfied or waived:

(a) the Confirmation Order shall not have been stayed pending appeal;

(b) all material actions and all material agreements, instruments or other documents necessary to implement the terms and provisions of the Plan shall have been executed and delivered by the parties thereto, including, but not limited to, the New FiberTower Governing Documents and the New Stockholders Agreement, and, in each case, all conditions to their effectiveness shall have been satisfied or waived as provided therein;

(c) the Debtors shall have received all authorizations, consents, regulatory approvals, rulings, no-action letters, opinions or documents necessary to implement the Plan and that are required by law, regulation or order of the transactions contemplated by the Plan;

(d) the Debtors shall have obtained approval from the FCC with respect to the transfer from FiberTower Spectrum Holdings, LLC to Reorganized FiberTower Spectrum of the licenses that were not terminated by the FCC pursuant to the FCC Opinion;

(e) The New FiberTower Common Stock shall have been issued to Holders of Allowed 2016 Claims and 2016 Guaranty Claims;

(f) the New FiberTower Subsidiary Equity Interests shall have been issued to, (i) Reorganized FiberTower (with respect to the New FiberTower Subsidiary Equity Interests in Reorganized FiberTower Network Services and Reorganized FiberTower Licensing), and (ii) Reorganized FiberTower Licensing (with respect to the New FiberTower Subsidiary Equity Interests in Reorganized FiberTower Spectrum); and

(g) the reasonable 2016 Agent Fees and Expenses and the Ad Hoc 2016 Committee Fees and Expenses shall have been paid in full in Cash.

10.3 ***Waiver of Conditions Precedent.***

Any of the conditions contained in Sections 10.1 and 10.2 of this Plan (with the exception of entry of the Confirmation Order and the conditions set forth in Sections 10.2(d) and 10.2(g)), in whole or in part, may be waived only by consent of the Debtors and the Ad Hoc 2016 Committee without notice to or order of the Bankruptcy Court.

10.4 ***Reservation of Rights.***

The Plan shall have no force or effect unless and until the occurrence of the Confirmation Date. Prior to the Confirmation Date, none of the filing of the Plan, any statement or provision contained in the Plan, or action taken by the Debtors with respect to the Plan shall

be, or shall be deemed to be, an admission or waiver of any rights of any Debtors or any other party with respect to any Claims or Equity Interests or any other matter.

10.5 ***Substantial Consummation.***

Substantial consummation of the Plan under section 1101(2) of the Bankruptcy Code shall be deemed to occur on the Effective Date.

ARTICLE XI
EFFECT OF CONSUMMATION

11.1 ***Revesting of Assets.***

Upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtors' Estates shall vest in the Reorganized Debtors, free and clear of all Claims, Liens, encumbrances, charges and other interests, except as otherwise provided herein. On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtors may operate their business and may use, acquire, or dispose of property and compromise or settle any Claims or Interests and certain Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

11.2 ***Discharge of the Debtors.***

Except as otherwise expressly provided herein or in the Confirmation Order, upon the Effective Date, and in consideration of the distributions to be made hereunder, each holder (as well as any trustees or agents on behalf of each holder) of a Claim or Equity Interest and any affiliate of such holder shall be deemed to have forever waived, released and discharged the Debtors, to the fullest extent permitted under section 1141 or any other applicable provisions of the Bankruptcy Code, of and from any and all Claims, Equity Interests, rights and liabilities that arose prior to the Effective Date, regardless of whether or not (i) a proof of Claim or Equity Interest has been filed, (ii) such Claim or Equity Interest was Allowed, (iii) the holder of such Claim or Equity Interest has voted to accept or reject the Plan, or (iv) any property shall have been distributed or retained pursuant to this Plan on account of such Claims or Equity Interests, and the Debtors and their Estates shall be deemed discharged and released from any such Claims or Equity Interests. Upon the Effective Date, all such Persons shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Equity Interest in the Debtors.

11.3 ***Exculpation.***

None of the Released Parties (each solely in their capacity as such), shall have or incur any liability to any holder of any Claim or Interest or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of the Debtors' restructuring, including without limitation, the negotiation, implementation and execution of this Plan, the Chapter 11 Cases, the Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of this Plan, the

consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition activities relating to or leading to the promulgation and confirmation of this Plan except for willful misconduct, gross negligence, fraud or criminal acts, each as determined by a Final Order of the Bankruptcy Court.

11.4 ***Releases.***

(a) Releases by the Debtors. For good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise provided in this Plan or the Confirmation Order, as of the Effective Date, the Debtors and Reorganized Debtors, in their individual capacities and as debtor in possession, shall be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of the Debtors or Reorganized Debtors to enforce this Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, their affiliates and former affiliates, the Reorganized Debtors, the Chapter 11 Cases, or this Plan or the Disclosure Statement, and that could have been asserted by or on behalf of the Debtors or their Estates or Reorganized Debtors, whether directly, indirectly, derivatively or in any representative or any other capacity, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a Final Order to have constituted willful misconduct, gross negligence, fraud or a criminal act; *provided, however*, that this Section 11.4(a) shall not provide for a release of any Causes of Action set forth on Schedule 11.4(a).

(b) Releases by Holders of Claims and Equity Interests. Except as otherwise provided in this Plan or the Confirmation Order, on the Effective Date: (i) each of the Released Parties; and (ii) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims and Interests, in consideration for the obligations of the Debtors and Reorganized Debtors under this Plan, the New FiberTower Common Stock, and other contracts, instruments, releases, agreements or documents executed and delivered in connection with this Plan, and each entity (other than the Debtors or the Reorganized Debtors) that has held, holds or may hold a Claim or Equity Interest, as applicable, will be deemed to have consented to this Plan for all purposes and the restructuring embodied herein and deemed to forever release, waive and discharge all claims, demands, debts, rights, Causes of Action or liabilities (other than the right to enforce the obligations of any party under this Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with this Plan) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, their affiliates and former affiliates, the Reorganized Debtors, the Reorganization Cases, or this Plan or the Disclosure Statement, other

than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a Final Order to have constituted willful misconduct, gross negligence, fraud or a criminal act.

11.5 ***Injunction and Stay.***

Except as otherwise provided in this Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors or the Estates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan; *provided, however*, that nothing contained herein shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of this Plan.

11.6 ***Injunction Related to Releases and Exculpation.***

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to this Plan, including but not limited to the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released in Sections 11.3 and 11.4 of this Plan.

11.7 ***Indemnification Obligations.***

Notwithstanding anything to the contrary herein, subject to the occurrence of the Effective Date, the obligations of the Debtors as provided in the Debtors' respective certificates of formation, certificates of incorporation, bylaws, limited liability company agreements or other organizational documents, applicable law or other applicable agreement as of the Petition Date to indemnify, defend, reimburse, exculpate, advance fees and expenses to, or limit the liability of

members, managers, directors, or officers who were members, managers, directors or officers of the Debtors at any time prior to the Effective Date, respectively, against any claims or causes of action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, shall survive confirmation of the Plan, remain unaffected thereby after the Effective Date and not be discharged, irrespective of whether such indemnification, defense, advancement, reimbursement, exculpation, or limitation is owed in connection with an event occurring before or after the Petition Date. Any Claim based on the Debtors' obligations herein shall not be a Disputed Claim or subject to any objection in either case by reason of section 502(e)(1)(B) of the Bankruptcy Code.

11.8 ***Protection Against Discriminatory Treatment.***

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors or another Person with whom the Debtors have been associated, solely because one of the Debtors has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

11.9 ***Preservation of Claims.***

Except as otherwise provided herein, including Sections 11.2, 11.3 and 11.4 hereof, as of and after the Effective Date, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, any Cause of Action accruing to the Debtors, including, but not limited to Causes of Action that may exist against any party listed in the Debtors' statements of financial affairs and/or schedules of assets and liabilities, are reserved for and shall become assets of the Reorganized Debtors, and the Reorganized Debtors shall have the authority, without approval of the Bankruptcy Court, to commence, prosecute, enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all Causes of Action, whether in law or in equity, whether known or unknown for the benefit of the Debtors or the Estates (including, for the avoidance of doubt, all of the Debtors' interests in the pending appeal, and any future appeals, of the FCC Opinion).

11.10 ***Compromise of Controversies.***

In consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims and controversies resolved under the Plan, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under Bankruptcy Rule 9019.

ARTICLE XII
RETENTION OF JURISDICTION

The Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

(a) To hear and determine pending applications for the assumption, assignment or rejection of executory contracts or unexpired leases and the allowance of Claims resulting therefrom;

(b) To determine any and all adversary proceedings, applications, and contested matters in the Chapter 11 Cases and grant or deny any application involving the Debtors that may be pending on the Effective Date or that are retained and preserved by the Reorganized Debtors under Sections 6.6 and 11.9 hereof;

(c) To ensure that distributions to holders of Allowed Claims are effected as provided in the Plan;

(d) To hear and determine any timely objections to Administrative Expense Claims or to proofs of claim and equity interests, including any objections to the classification of any Claim or Equity Interest, and to allow or disallow any Disputed Claim or Disputed Equity Interest, in whole or in part;

(e) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated;

(f) To take any action and issue such orders as may be necessary to construe, enforce, implement execute and consummate the Plan or maintain the integrity of the Plan following consummation;

(g) To consider any amendments to or modifications of the Plan, or to cure any defect or omission, or to reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;

(h) To hear and determine all requests for payment of Fee Claims;

(i) To enforce all orders previously entered by the Bankruptcy Court;

(j) To enter and enforce any order for the sale of property pursuant to sections 363, 1123 or 1146(a) of the Bankruptcy Code

(k) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, the documents that are ancillary to and aid in effectuating the Plan, or any agreement, instrument, or other document governing or relating to any of the foregoing; *provided, however*, that any dispute arising under or in connection with any document included in

the Plan Supplement shall be determined in accordance with the governing law set forth in such document;

(l) To hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including the expedited determination of taxes under section 505(b) of the Bankruptcy Code);

(m) To hear and determine all disputes involving the existence, scope, and nature of the discharges granted under Section 11.2 hereof;

(n) To hear and determine all disputes involving or in any manner implicating the exculpation provisions granted under Section 11.3 hereof;

(o) To hear and determine all disputes involving or in any manner implicating the release provisions granted under Section 11.4 hereof;

(p) To issue injunctions and effect any other actions that may be necessary or desirable to restrain interference by any entity with the consummation or implementation of the Plan;

(q) To enforce the discharge, exculpation or release provisions set forth in this Plan;

(r) To hear any other matter not inconsistent with the Bankruptcy Code; and

(s) To enter a final decree(s) closing the Chapter 11 Cases.

ARTICLE XIII
MISCELLANEOUS

13.1 *Payment of Statutory Fees.*

All fees payable under section 1930, chapter 123, title 28, United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date.

13.2 *Filing of Additional Documents.*

The Debtors and the Reorganized Debtors, as applicable, may file such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, including the filing of the Plan Supplement.

13.3 *Schedules and Exhibits Incorporated.*

All exhibits and schedules to the Plan and the Plan Supplement are incorporated into and are a part of the Plan as if fully set forth herein.

13.4 ***Amendment or Modification of the Plan.***

Subject to section 1127 of the Bankruptcy Code and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, the Debtors (with the consent of the Ad Hoc 2016 Committee) may alter, amend, or modify the Plan or any exhibits thereto under section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Date. The Debtors shall provide parties-in-interest with notice of such amendments or modifications as may be required by the Bankruptcy Rules or order of the Bankruptcy Court. A Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified, or clarified, if the proposed alteration, amendment, modification, or clarification does not materially and adversely change the treatment of the Claim or Interest of such Holder.

After the Confirmation Date and prior to substantial consummation (as defined in section 1101(2) of the Bankruptcy Code) of the Plan, the Debtors (with the consent of the Ad Hoc 2016 Committee) may, under section 1127(b) of the Bankruptcy Code, institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan, the Disclosure Statement approved with respect to the Plan, or the Confirmation Order, and such matters as may be necessary to carry out the purpose and effect of the Plan so long as such proceedings do not adversely affect the treatment of Holders of Claims against or Interests in the Debtors under the Plan; *provided, however*, that, to the extent required, prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or an order of the Bankruptcy Court. A Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified or clarified, if the proposed alteration, amendment, modification or clarification does not materially and adversely change the treatment of the Claim or Interest of such Holder. In the event of any dispute as to whether such proposed alteration, amendment, modification, or clarification materially and adversely changes the treatment of the Claim or Interest of any such Holder, the Debtors, shall bear the burden of demonstrating that such proposed alteration, amendment, modification, or clarification does not materially adversely change the treatment of the Claim or Interest of such Holder.

13.5 ***Inconsistency.***

In the event of any inconsistency among the Plan, the Plan Supplement, the Disclosure Statement, any exhibit or schedule to the Disclosure Statement, the provisions of the Plan shall govern. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall govern.

13.6 ***Exemption from Certain Transfer Taxes.***

Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under or in connection with the Plan, the creation of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any merger agreements or agreements of consolidation, deeds, bills of sale, or assignments executed in connection with any of the transactions contemplated under the Plan shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax. All sale transactions consummated by the Debtors and

approved by the Bankruptcy Court on and after the Petition Date through and including the Effective Date, including the transfers effectuated under the Plan, the sale by the Debtors of owned property pursuant to section 363(b) of the Bankruptcy Code, and the assumption, assignment, and sale by the Debtors of unexpired leases of non-residential real property pursuant to section 365(a) of the Bankruptcy Code, shall be deemed to have been made under, in furtherance of, or in connection with the Plan, and thus, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

13.7 ***Expedited Tax Determination.***

The Debtors may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Debtors for any and all taxable periods ending after the Petition Date through, and including, the Effective Date.

13.8 ***Ordinary Course.***

From and after the Effective Date, and subject to any FCC approval that may be required, the Reorganized Debtors are authorized to and may enter into all transactions including, but not limited to, the retention of professionals, and pay and fees and expenses incurred thereby and in connection therewith, in the ordinary course of business, without the need for Bankruptcy Court approval.

13.9 ***Binding Effect.***

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code and subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of the Plan shall bind any holder of a Claim against, or Equity Interest in, the Debtors and such holder's respective successors and assigns, whether or not the Claim or Equity Interest of such holder is impaired under the Plan and whether or not such holder has accepted the Plan.

13.10 ***Severability.***

If the Bankruptcy Court determines that any provision of this Plan is unenforceable either on its face or as applied to any Claim or Equity Interest, the Debtors, in their sole discretion, may modify this Plan in accordance with Section 13.4 hereof so that such provision shall not be applicable to the holder of any Claim or Equity Interest. Any such determination of unenforceability shall not (i) limit or affect the enforceability and operative effect of any other provisions of this Plan; or (ii) require the resolicitation of any acceptance or rejection of this Plan unless otherwise ordered by the Bankruptcy Court.

13.11 ***Notices.***

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

Tom Scott
FiberTower Corporation
P.O. Box 31564
San Francisco, CA 94131
Telephone: (415) 659-3500

with a copy to:

ANDREWS KURTH LLP
450 Lexington Avenue, 15th Floor
New York, NY 10017
Attention: Paul N. Silverstein
Jonathan I. Levine
Telephone: (212) 850-2800
Facsimile: (212) 850-2929

13.12 ***Governing Law.***

(a) Except to the extent that the Bankruptcy Code or other federal law is applicable, including but not limited to the Communications Act of 1934, as amended, and the written rules, regulations and policies promulgated by the FCC, or to the extent an exhibit to the Plan provides otherwise (in which case the governing law specified therein shall be applicable to such exhibit), the rights, duties and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws that would require application of the laws of another jurisdiction.

(b) Notwithstanding anything herein to the contrary, the Debtors and the Reorganized Debtors shall comply with the Communications Act of 1934, as amended, and the written rules, regulations and orders promulgated thereunder by the FCC. No transfer of control to the Reorganized Debtors of any federal license issued by the FCC shall take place prior to the issuance of FCC regulatory approval for such transfer of control pursuant to applicable FCC regulations. The FCC's rights and powers to take any action pursuant to its regulatory authority over the transfer of control to the Reorganized Debtors including, but not limited to, imposing any regulatory conditions on such transfer, are fully preserved and nothing herein shall proscribe or constrain the FCC's exercise of such power or authority to the extent provided by law.

Dated: September 27, 2013
Fort Worth, Texas

FIBERTOWER NETWORK SERVICES, CORP.

By: /s/ Thomas Scott
Name: Thomas Scott

FIBERTOWER CORPORATION

By: /s/ Thomas Scott
Name: Thomas Scott

FIBERTOWER LICENSING, CORP.

By: /s/ Thomas Scott
Name: Thomas Scott

FIBERTOWER SPECTRUM HOLDINGS, LLC

By: /s/ Thomas Scott
Name: Thomas Scott

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