

## Appendix 3

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”), dated the 24<sup>th</sup> day of January, 2018, is made by and between the Federal Communications Commission, an independent agency of the United States of America (the “Commission” or the “FCC”), and FiberTower Spectrum Holdings LLC, a Delaware limited liability company. AT&T Mobility Spectrum LLC is a party solely for the purpose of paying the Additional Voluntary Contribution and Voluntary Contribution in accordance with Sections 5, 6, 8, and 9, and Fibertower Corporation is a party solely for the purpose of termination of the remand proceeding in accordance with Section 3.

**WHEREAS**, the Commission has established construction and discontinuance requirements, including the Licensing Rules (as hereinafter defined), among other things, to promote the productive use of spectrum, to encourage licensees to provide service to customers in a timely manner, and to promote the provision of innovative services;

**WHEREAS**, Sections 101.17 and 101.527 of the Rules (as hereinafter defined) state that all 24 GHz and 39 GHz band licensees must demonstrate “substantial service” by a showing to the Commission. Sections 1.946, 101.63 and other Rules state that failure by any licensee to meet this buildout requirement will result in termination of the license and the licensee will be ineligible to regain it;

**WHEREAS**, FiberTower (as hereinafter defined) holds radio licenses in the 24 GHz and 39 GHz bands. The Company (as hereinafter defined) made “substantial service” filings with the Commission in which it represented that it had met its buildout requirements in the bands or, in the alternative, that it should be granted a waiver of, or extension of time for, those buildout requirements;

**WHEREAS**, the Commission accepted certain of the Company’s buildout notifications, but dismissed the majority of the notifications, resulting in the termination of a large number of the Company’s licenses. After seeking reconsideration by the Commission and further extensions of time, which were denied, the Company appealed to the United States Court of Appeals for the District of Columbia Circuit. The D.C. Circuit issued a decision remanding the matter to the FCC for further consideration consistent with its order; and

**WHEREAS**, to avoid the delay, uncertainty, inconvenience, and expense of further litigation, the Parties (as hereinafter defined) have reached a settlement of (i) the Remand Proceedings (as hereinafter defined), (ii) the Company’s performance under certain of the Rules, and (iii) the Bankruptcy Proceedings and the Adversary Proceeding (as each is hereinafter defined), without any admission of liability or wrongdoing by either Party in accordance with the terms set forth herein.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, receipt whereof is hereby acknowledged, the Commission and FiberTower hereby agree as follows.

## 1. DEFINED TERMS

Capitalized terms used herein but not otherwise defined shall have the meanings provided in this section:

“Act” means the Communications Act of 1934, as amended.

“Additional Voluntary Contribution” means an amount equal to Twelve Million Dollars (\$12,000,000) payable by AT&T to the United States Treasury on the Closing Date.

“AT&T” means AT&T Mobility Spectrum LLC and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

“Bureau” means the Wireless Telecommunications Bureau of the Federal Communications Commission.

“Business Day” means any day other than a Saturday, Sunday, any day that is a federal holiday, or any day on which banking institutions in New York, New York are authorized by federal law to close.

“Closing Date” means the consummation date of the Transaction.

“Commission” or “FCC” mean the Federal Communications Commission and all of its bureaus and offices.

“Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which the Company is subject by virtue of its business activities, including but not limited to the Licensing Rules.

“Company” or “FiberTower” means FiberTower Spectrum Holdings LLC and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

“DCIA” means the Debt Collection Improvement Act of 1996.

“Effective Date” means the date that the Parties execute this Agreement.

“Licensing Rules” means, without limitation, Sections 1.946, 1.955, 101.17, 101.63, 101.65, 101.305, and 101.527 of the Rules and other provisions of the Act, the Rules, and Commission orders related to the requirements to apply for, renew, and hold licenses.

“Parties” means the Company and the Commission, each of which is a “Party.”

“Reinstated Licenses” means those licenses set forth on Appendix B that were previously terminated by the FCC (or terminated by the FCC and then reinstated).

“Reinstated License Proceeds” means that portion of the total purchase price to be received by FiberTower Corporation shareholders in the Transaction and allocated to the Reinstated Licenses.

“Remand Proceedings” means the pending Company request that the Commission accept substantial service showings for 689 wireless radio licenses in the 24 and 39 GHz spectrum bands or, alternatively, grant an extension of time to meet or a limited waiver of the construction requirements for those stations, including any remand proceedings, as remanded by the Court of Appeals in *FiberTower Spectrum Holdings, LLC v. FCC*, 782 F.3d 692, 700-01 (D.C. Cir. 2015).

“Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

“Stock Purchase Agreement” means that certain Stock Purchase Agreement, dated as of January 25, 2017, by and between AT&T Mobility Spectrum LLC, Fibertower Corporation, the

Stockholders of Fibertower Corporation, and Solus Advisors LLC, together with the First Amendment to Stock Purchase Agreement, dated as of October 25, 2017, by and between AT&T, Fibertower Corporation, and Solus Advisors LLC, in each case together with all Appendices and Schedules attached thereto.

“Transaction” means the pending acquisition by AT&T of all of the outstanding shares of capital stock of FiberTower Corporation, the ultimate parent company of the Company, evidenced by those certain applications for transfer of control originally filed with the Bureau on February 13, 2017.

“Voluntary Contribution” means the amount of Fifteen Million Dollars (\$15,000,000) payable by AT&T to the United States Treasury on the Closing Date.

2. **Binding Effect; Violations.** (a) On the Effective Date, this Agreement shall, automatically and without further action of the Parties, become effective and binding on the Parties for all purposes, subject to the following sentences of this Section 2(a). If the Transaction is consented to but not consummated within one hundred and eighty (180) days of the Effective Date, unless extended in accordance with the terms hereof, the Parties agree that the licenses and pending actions shall be returned to the *status quo ante* and this Agreement shall thereafter terminate and become null and void without any binding effect on either Party and with no obligation on the part of AT&T to pay the Voluntary Contribution or the Additional Voluntary Contribution, or on the part of the Company to relinquish any licenses pursuant to Section 4 or to make the filings required by Section 11. If the Transaction is not consented to within one hundred and twenty (120) days of the Effective Date, the licenses and pending actions shall be returned to the *status quo ante* and this Agreement shall automatically terminate and become null and void without any binding effect on either Party and with no obligation on the part of AT&T to pay the Voluntary Contribution or the Additional Voluntary Contribution, or on the part of the Company to relinquish any licenses pursuant to Section 4 or to make the filings required by Section 11.

(b) It is expressly acknowledged and agreed that, between the Parties, the Commission’s discretion to consent or not consent to a license assignment or transfer application is absolute and nothing in this Agreement shall have the effect of reducing or diminishing the authority of the Commission pursuant to the Communication Laws with respect to its review of the Transaction.

3. **Termination of Remand Proceedings.** In express reliance on the covenants and representations in this Agreement, to avoid further expenditure of public resources, and contingent upon (i) the subsequent closing of the Transaction within one hundred eighty (180) days of the Effective Date, absent an agreement by the Parties to extend such period; (ii) the timely payment of both the Voluntary Contribution and the Additional Voluntary Contribution, as set forth herein, (iii) the Company’s relinquishment of the licenses set forth in Appendix A pursuant to Section 4 hereof, and (iv) the Company’s filing the Closing Application in accordance with Section 11 hereof and the Company’s entering into the agreement described in Section 12 hereof, the Commission agrees to complete all steps necessary to reinstate all of the licenses set forth in Appendix B, grant pending construction extension requests associated with such licenses, and make the June 1, 2024 construction deadline established in Section 30.104 of the Rules applicable to such licenses within 10 Business Days after the release of the order addressing the cancelled licenses (“Order on Remand”). For the licenses in Appendix B with expiration dates prior to the date the licenses are reinstated, the Commission will return the licenses to active status and, to effectuate the reinstatement, extend the license expiration dates by restoring the balance of the 10-year term that remained on such licenses as of June 1, 2012 (the date the licenses automatically terminated according to the prior Bureau and Commission orders). Upon the Commission’s reinstatement of the licenses, and extension of the construction

deadlines as aforesaid, and upon the closing of the Transaction, the Company agrees that the requirements of the Remand Proceedings will have been fully satisfied. The termination of the Remand Proceedings will occur on the Closing Date.

4. **Relinquishment of Licenses and Application for Review Withdrawal.** (a) On the Closing Date, the Company will submit to the Commission applications for the cancellation of the licenses, or cease to prosecute the build-out notification filings or extension requests, associated with the call signs listed in Appendix A as Licenses to be cancelled. Action by the Commission on such applications will be conditioned upon (i) the closing of the Transaction, (ii) the payment of the Voluntary Contribution and the Additional Voluntary Contribution, and (iii) the filing of the Closing Application by the Company in accordance and compliance with Section 11 hereof.

(b) On the Closing Date, FiberTower shall withdraw its Application for Review filed with the Commission on June 4, 2014 relating to licenses associated with call signs WMT336, WMT348, and WPNG641.

5. **Payment of Voluntary Contribution and Additional Voluntary Contribution.** On the Closing Date, AT&T shall pay (i) the Voluntary Contribution and (ii) the Additional Voluntary Contribution; such payments shall be made on behalf of FiberTower by AT&T. AT&T joins into this Agreement solely for the purpose of agreeing to and acknowledging the obligations set forth in this Section 5, and in Sections 6, 8, and 9 hereof. Payments will be made in accordance with wire transfer instructions given by the Commission.

6. **DCIA and Voluntary Contribution and Additional Voluntary Contribution.** AT&T acknowledges and agrees that as of the Closing Date, the Voluntary Contribution and the Additional Voluntary Contribution shall each become a "Claim" or "Debt" as defined in Section 3701(b)(1) of the DCIA. Upon an Event of Default (as defined below), all procedures for collection as permitted by law may, at the Commission's discretion, be initiated, in addition to other remedies set forth in Section 8 below.

7. **Representations and Warranties.** FiberTower represents and warrants that:

(a) FiberTower has the full legal right, corporate power, legal capacity and authority and has taken all necessary corporate action on its part as may be required under the laws of Delaware and under its Certificate of Incorporation and By-Laws, to authorize the execution, delivery and carrying out of this Agreement on its behalf.

(b) The amount of \$12,000,000, that is the Additional Voluntary Contribution, is equal to twenty percent (20%) of the Reinstated License Proceeds.

(c) This Agreement constitutes a valid, legal, and binding obligation of FiberTower enforceable against it in accordance with the terms hereof.

(d) On the Closing Date and immediately thereafter, the Company will be solvent, such that (i) the book value of its assets will exceed the book value of its liabilities, and (ii) the Company will be able to pay its debts as they become due in the usual course of business.

(e) The Stock Purchase Agreement represents the entire agreement between AT&T, Fibertower Corporation, the Shareholders of Fibertower Corporation, and Solus Advisors LLC concerning the sale of the shares of Fibertower Corporation.

8. **Events of Default.** (a) An Event of Default shall occur upon: (i) the failure to pay the Voluntary Contribution and the Additional Voluntary Contribution or either of them on

the Closing Date; (ii) the failure of the Company to submit applications for the cancellation of any active licenses in Appendix A as specified in Section 4 hereof; (iii) the failure by the Company to file the Closing Application in accordance and compliance with Section 11 hereof; or (iv) the failure by the Company to file the Notice of Dismissal in accordance with the requirements of that certain Settlement Agreement Relating to Adversary Proceeding by and among FiberTower, certain of its affiliates, and the United States of America, dated the date hereof. An Event of Default constitutes a breach of the Settlement Agreement.

(b) Upon an Event of Default the Commission shall be entitled to exercise all of the rights, powers, and remedies vested in it by this Agreement or by law, including, without limitation, to exercise the following remedies available to it. Such remedies may be exercised individually or together. The Commission may (i) refuse to terminate the Remand Proceedings or take the actions described in Section 3 hereof, (ii) reject or dismiss the applications described in Section 4 hereof, (iii) commence proceedings to immediately collect the Voluntary Contribution and the Additional Voluntary Contribution from AT&T; and (iv) in accordance with the condition(s) attached to the Order on Remand and the order consenting to the Transaction (“Transaction Order”), rescind the actions taken pursuant to the Order on Remand and the Transaction Order, and, *inter alia*, have the licenses revert to the *status quo ante*; provided that the Commission shall not pursue the remedy in clause (iii) of this Section 8 (b) if the Commission has elected to exercise its rights and remedies under clauses (i), (ii) or (iv) of this Section 8(b).

9. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Settlement Agreement, in addition to any other remedies under this Agreement, the then unpaid amount of the Voluntary Contribution and/or the Additional Voluntary Contribution shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of any of the Voluntary Contributions, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, are immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by the Company, its shareholders, and AT&T.

10. **Cooperation with Rebanding.** In the event that the Commission announces a filing window for the transition to the new channel plan in the 39 GHz band, the Company agrees to promptly cooperate with the Commission and other 39 GHz band licensees to select frequencies and file applications to convert the 39 GHz band licenses that it holds at that time to the new channel plan outlined in Section 30.4(b)(2) of the Rules.

11. **Closing of FiberTower Chapter 11 Case.** As soon as possible, but in no event later than three (3) Business Days following the Closing Date, the Company shall file an application (the “Closing Application”) pursuant to Section 350(a) of Title 11 of the United States Code and Rule 3022 of the Federal Rules of Bankruptcy Procedure for a final decree closing the chapter 11 case of FiberTower Spectrum Holdings, LLC, which chapter 11 case is pending in the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) under case number 12-44031-MXM (the “Bankruptcy Proceedings”). The Closing Application shall be in substantially the form attached hereto as Appendix C. The Company shall use its best endeavors to (i) prosecute the Closing Application; and (ii) obtain a final non-appealable order granting the Closing Application.

12. **Dismissal of Adversary Proceeding.** Concurrently with the execution of this Agreement, the Company and the United States shall enter into an agreement concerning that certain adversary proceeding captioned as FiberTower Network Services Corp., *et al.*, v. Federal

Communications Commission, Case No. 12-04104-MXM, which adversary proceeding is currently pending in the Bankruptcy Court (the "Adversary Proceeding").

13. **Mutual Releases and Waivers.** (a) **FiberTower.** Upon the Closing Date and subject to the FCC's actions pursuant to Section 3 hereof and granting consent to the Transaction, FiberTower, forever releases, waives and discharges as against the FCC any and all claims, obligations, suits, judgments, liens, damages, demands, debts, rights, interests, causes of actions, liabilities, losses, costs and expenses, of any kind, character or nature whatsoever, whether liquidated or unliquidated, direct or derivative, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, now existing or which FiberTower believes to now exist that are based in whole or in part on the Remand Proceedings or the Bankruptcy Proceedings on any basis, except for FiberTower's rights under this Agreement.

(b) **FCC.** Upon the Closing Date and subject to the receipt by the Commission of the Voluntary Payment and the Additional Voluntary Payment, the FCC forever releases, waives and discharges as against FiberTower any and all claims, obligations, suits, judgments, liens, damages, demands, debts, rights, interests, causes of action, liabilities, losses, costs and expenses, of any kind, character or nature whatsoever, whether liquidated or unliquidated, direct or derivative, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, now existing or which the FCC believes to now exist that are based in whole or in part on the Remand Proceedings or the Bankruptcy Proceedings on any basis, except for (x) claims arising under tax, criminal, environmental, securities, fraud, labor, employment (including ERISA), or antitrust laws of the United States, (y) any action by the FCC pursuant to the Communications Laws that does not arise based on allegations of non-construction of the Reinstated Licenses by FiberTower prior to the Closing Date, and (z) the FCC's rights under this Agreement.

14. **Governing Law and Venue.** Without regard to principles of conflicts of laws, the validity, interpretation, performance and enforcement of this Agreement shall be governed by and construed in accordance with the federal law of the United States of America. The Company agrees to bring any legal action or proceeding relating to this Agreement only in a federal court with subject matter jurisdiction in the District of Columbia. By execution and delivery of this Agreement the Company hereby agrees for itself and in respect of its property generally and unconditionally, that if any legal action or proceeding relating to this Agreement is brought in any federal court in the District of Columbia, the Company hereby irrevocably waives any challenge by the Company to the subject matter jurisdiction of that court, and any objection by the Company (including, without limitation, to the laying of venue or based on the grounds of *forum non conveniens*) to the bringing of that action or proceeding in the District of Columbia. The foregoing shall not be construed to restrict any right of the Commission to bring any action or proceeding against the Company in a court of any other jurisdiction.

15. **Reservation of Rights.** Nothing in this Agreement shall be construed as an admission or concession by the FCC that the Company had demonstrated "substantial service," or met the buildout requirements for, any license relinquished or reinstated under the terms of this Agreement. Except with respect to the matters covered by the release and discharge set forth in Section 13(b), nothing in this Agreement prohibits the FCC from reviewing the Company's or any other regulated entity's compliance with the Commission's rules for any license reinstated under this Agreement.

16. **Invalidity.** In the event that this Agreement in whole or in part is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

17. **Subsequent Rule or Order.** The Parties agree that if any provision of this Agreement conflicts with any subsequent Rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Agreement to which the Company does not expressly consent) that provision will be superseded by such Rule or Order.

18. **Successors and Assigns.** The Company agrees that the provisions of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns.

19. **Final Settlement.** This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties.

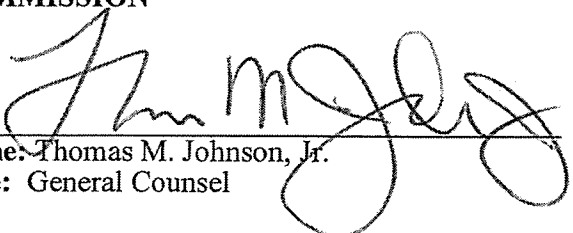
20. **Amendments and Modifications.** This Agreement shall not be amended or modified without the prior written consent of both Parties.

21. **Section Headings.** The headings of the Sections in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

22. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and to effectuate its terms and conditions. Each person signing this Agreement on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Agreement and to bind the Party to its terms and conditions.

23. **Counterparts.** This Agreement may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

**FEDERAL COMMUNICATIONS  
COMMISSION**

By:   
Name: Thomas M. Johnson, Jr.  
Title: General Counsel

**FIBERTOWER SPECTRUM HOLDINGS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

17. **Subsequent Rule or Order.** The Parties agree that if any provision of this Agreement conflicts with any subsequent Rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Agreement to which the Company does not expressly consent) that provision will be superseded by such Rule or Order.

18. **Successors and Assigns.** The Company agrees that the provisions of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns.

19. **Final Settlement.** This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties.

20. **Amendments and Modifications.** This Agreement shall not be amended or modified without the prior written consent of both Parties.

21. **Section Headings.** The headings of the Sections in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.


22. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and to effectuate its terms and conditions. Each person signing this Agreement on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Agreement and to bind the Party to its terms and conditions.

23. **Counterparts.** This Agreement may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

**FEDERAL COMMUNICATIONS  
COMMISSION**

By: \_\_\_\_\_  
Name: Thomas M. Johnson, Jr.  
Title: General Counsel

**FIBERTOWER SPECTRUM HOLDINGS LLC**

By:  \_\_\_\_\_  
Name: Thomas Scott  
Title: Co-President and CEO



**For the purpose of Sections 5, 6, 8, and 9 hereof only.**

**Acknowledged and Agreed**

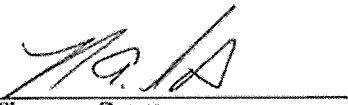
**AT&T MOBILITY SPECTRUM LLC**

By:   
Name: Stephen McGraw  
Title: SVP

**For the purpose of Sections 3 hereof only.**

**Acknowledged and Agreed**

**FIBERTOWER CORPORATION**

By:   
Name: Thomas Scott  
Title: Co-President and CEO

## APPENDIX A

## Licenses to be Canceled

WMF840	WMT328	WPND661	WPNG962	WPNH315	WPQV662
WMF841	WMT329	WPND664	WPNG965	WPNH316	WPQV665
WMF842	WMT330	WPND667	WPNG966	WPNH317	WPQV676
WMF843	WMT331	WPND670	WPNG968	WPNH318	WPQV679
WMF844	WMT332	WPND677	WPNG971	WPNH319	WPQV683
WMF845	WMT333	WPND782	WPNG975	WPNH320	WPQV684
WMF846	WMT334	WPND784	WPNH283	WPNH321	WPQV685
WMF847	WMT335	WPND786	WPNH284	WPNH322	WPQV686
WMF848	WMT336	WPND787	WPNH285	WPNH323	WPQV687
WMF849	WMT337	WPND789	WPNH286	WPNH324	WPQV691
WMF850	WMT338	WPND839	WPNH287	WPNH325	WPQV700
WMF851	WMT339	WPNE203	WPNH288	WPNH530	WPQV710
WMF852	WMT340	WPNE204	WPNH289	WPNH556	WPQV713
WMF854	WMT341	WPNE207	WPNH290	WPNI249	WPQV714
WMK257	WMT342	WPNE208	WPNH291	WPNI261	WPQV715
WMT304	WMT348	WPNE209	WPNH292	WPOL587	WPQV726
WMT306	WMT826	WPNE210	WPNH293	WPQV571	WPQV738
WMT307	WPJC396	WPNE212	WPNH294	WPQV573	WPQV776
WMT308	WPJC397	WPNE360	WPNH295	WPQV574	WPQV780
WMT309	WPJC409	WPNE404	WPNH296	WPQV575	WPQV789
WMT310	WPJC415	WPNE405	WPNH297	WPQV578	WPQV792
WMT311	WPJC418	WPNE413	WPNH298	WPQV579	WPQV795
WMT312	WPJC419	WPNE414	WPNH299	WPQV602	WPQV796
WMT313	WPJD295	WPNE417	WPNH300	WPQV603	WPQV802
WMT314	WPJD304	WPNE418	WPNH301	WPQV605	WPQV812
WMT315	WPJD309	WPNE944	WPNH302	WPQV607	WPQV816
WMT316	WPJD853	WPNE945	WPNH303	WPQV608	WPQV820

WMT317	WPJD858	WPNE946	WPNH304	WPQV609	WPQV821
WMT318	WPJE218	WPNE950	WPNH305	WPQV616	WPQV826
WMT319	WPJE220	WPNE956	WPNH306	WPQV633	WPQV837
WMT320	WPJE223	WPNE960	WPNH307	WPQV635	WPQV865
WMT321	WPJE255	WPNE986	WPNH308	WPQV636	WPQV870
WMT322	WPNA631	WPNF242	WPNH309	WPQV637	WPQV873
WMT323	WPNA638	WPNF247	WPNH310	WPQV638	WQCJ304
WMT324	WPNA667	WPNF250	WPNH311	WPQV647	
WMT325	WPND519	WPNF254	WPNH312	WPQV656	
WMT326	WPND654	WPNG641	WPNH313	WPQV657	
WMT327	WPND659	WPNG953	WPNH314	WPQV661	

## APPENDIX B

## Licenses to be Reinstated

WMK219	WPND783	WPNG961	WPQV619	WPQV724	WPQV814
WMT567	WPND788	WPNG964	WPQV620	WPQV725	WPQV815
WMT569	WPND790	WPNG967	WPQV621	WPQV727	WPQV817
WMT660	WPND791	WPNG969	WPQV622	WPQV728	WPQV818
WMT690	WPND792	WPNG972	WPQV623	WPQV729	WPQV819
WMT692	WPND831	WPNG974	WPQV624	WPQV730	WPQV822
WMT777	WPNE200	WPNG976	WPQV625	WPQV731	WPQV823
WMT783	WPNE202	WPNH547	WPQV626	WPQV732	WPQV824
WMT784	WPNE205	WPNH548	WPQV627	WPQV733	WPQV825
WMT788	WPNE206	WPNH549	WPQV628	WPQV734	WPQV827
WMT791	WPNE211	WPNH557	WPQV629	WPQV735	WPQV828
WMT874	WPNE213	WPNH840	WPQV630	WPQV736	WPQV829
WMT877	WPNE221	WPNH843	WPQV631	WPQV737	WPQV830
WMT878	WPNE222	WPNH844	WPQV632	WPQV739	WPQV831
WMV969	WPNE238	WPNH845	WPQV634	WPQV740	WPQV832
WMW448	WPNE242	WPNI244	WPQV639	WPQV741	WPQV833
WMW462	WPNE243	WPNI257	WPQV640	WPQV742	WPQV834
WMW467	WPNE244	WPNI264	WPQV641	WPQV743	WPQV835
WMW470	WPNE245	WPNI266	WPQV642	WPQV744	WPQV838
WMW473	WPNE246	WPOL593	WPQV643	WPQV745	WPQV839
WMW475	WPNE256	WPOL596	WPQV644	WPQV746	WPQV840
WMW479	WPNE257	WPOM210	WPQV645	WPQV747	WPQV841
WMW480	WPNE364	WPOV362	WPQV646	WPQV748	WPQV842
WMW482	WPNE371	WPOV365	WPQV648	WPQV749	WPQV843
WMW491	WPNE407	WPOV366	WPQV649	WPQV750	WPQV844
WMW556	WPNE408	WPQV550	WPQV650	WPQV751	WPQV845

WPJC400	WPNE409	WPQV551	WPQV651	WPQV752	WPQV846
WPJC401	WPNE410	WPQV552	WPQV652	WPQV753	WPQV847
WPJC407	WPNE411	WPQV553	WPQV653	WPQV754	WPQV848
WPJC414	WPNE412	WPQV554	WPQV654	WPQV755	WPQV849
WPJC546	WPNE415	WPQV555	WPQV655	WPQV756	WPQV850
WPJC550	WPNE689	WPQV556	WPQV658	WPQV757	WPQV851
WPJC704	WPNE690	WPQV557	WPQV659	WPQV758	WPQV852
WPJC708	WPNE692	WPQV558	WPQV660	WPQV759	WPQV853
WPJC712	WPNE709	WPQV559	WPQV663	WPQV760	WPQV854
WPJD293	WPNE716	WPQV560	WPQV664	WPQV761	WPQV855
WPJD371	WPNE720	WPQV561	WPQV666	WPQV762	WPQV856
WPJD841	WPNE744	WPQV562	WPQV667	WPQV763	WPQV857
WPJE219	WPNE754	WPQV563	WPQV668	WPQV764	WPQV858
WPJE229	WPNE930	WPQV564	WPQV669	WPQV765	WPQV859
WPJE232	WPNE931	WPQV565	WPQV670	WPQV766	WPQV860
WPJE233	WPNE934	WPQV566	WPQV671	WPQV767	WPQV861
WPJE234	WPNE935	WPQV567	WPQV672	WPQV768	WPQV862
WPJE240	WPNE942	WPQV568	WPQV673	WPQV769	WPQV863
WPJE242	WPNE947	WPQV569	WPQV674	WPQV770	WPQV864
WPJE245	WPNE948	WPQV570	WPQV675	WPQV771	WPQV866
WPJE249	WPNE949	WPQV572	WPQV677	WPQV772	WPQV867
WPJE251	WPNE951	WPQV576	WPQV678	WPQV773	WPQV868
WPJE253	WPNE952	WPQV577	WPQV680	WPQV774	WPQV869
WPJE254	WPNE953	WPQV581	WPQV682	WPQV775	WPQV871
WPNA626	WPNE954	WPQV582	WPQV688	WPQV777	WPQV872
WPNA632	WPNE955	WPQV583	WPQV689	WPQV778	WPQV874
WPNA633	WPNE957	WPQV584	WPQV690	WPQV779	WPQV875
WPNA634	WPNE958	WPQV585	WPQV692	WPQV781	WPQV876
WPNA635	WPNE962	WPQV586	WPQV693	WPQV782	WPQV877
WPNA636	WPNE985	WPQV587	WPQV694	WPQV783	WPQV878

WPNA637	WPNE987	WPQV588	WPQV695	WPQV784	WPQV879
WPNA640	WPNF239	WPQV589	WPQV696	WPQV785	WPQV880
WPNA665	WPNF240	WPQV590	WPQV697	WPQV786	WPQV881
WPNA670	WPNF241	WPQV591	WPQV698	WPQV787	WPQV882
WPNA671	WPNF244	WPQV592	WPQV699	WPQV788	WPQV883
WPNA675	WPNF245	WPQV593	WPQV701	WPQV790	WPQV884
WPNA678	WPNF248	WPQV594	WPQV702	WPQV791	WPQV885
WPNC472	WPNF249	WPQV595	WPQV703	WPQV793	WPQV886
WPNC473	WPNF252	WPQV596	WPQV704	WPQV794	WPQV887
WPND647	WPNF255	WPQV597	WPQV705	WPQV797	WPQV888
WPND648	WPNF261	WPQV598	WPQV706	WPQV798	WPQV889
WPND650	WPNG294	WPQV599	WPQV707	WPQV799	WPQV890
WPND653	WPNG296	WPQV600	WPQV708	WPQV800	WPQV891
WPND655	WPNG299	WPQV601	WPQV709	WPQV801	WPQV892
WPND657	WPNG302	WPQV604	WPQV711	WPQV803	WPQV893
WPND658	WPNG303	WPQV606	WPQV712	WPQV804	WPQV894
WPND662	WPNG304	WPQV610	WPQV716	WPQV805	WPQV895
WPND663	WPNG307	WPQV611	WPQV717	WPQV806	WPQV896
WPND666	WPNG312	WPQV612	WPQV718	WPQV807	WPQV897
WPND668	WPNG313	WPQV613	WPQV719	WPQV808	WPQV898
WPND669	WPNG955	WPQV614	WPQV720	WPQV809	WPQV899
WPND772	WPNG957	WPQV615	WPQV721	WPQV810	WPQV900
WPND773	WPNG958	WPQV617	WPQV722	WPQV811	WPQV901
WPND781	WPNG960	WPQV618	WPQV723	WPQV813	

**Appendix C**

David M. Posner, Esq.  
Gianfranco Finizio, Esq.  
**KILPATRICK TOWNSEND &  
STOCKTON LLP**  
The Grace Building  
1114 Avenue of the Americas  
New York, NY 10036-7703  
Telephone: (212) 775-8700  
Facsimile: (212) 775-8800

Patrick J. Carew, Esq.  
**KILPATRICK TOWNSEND &  
STOCKTON LLP**  
2001 Ross Avenue  
Suite 4400  
Dallas, TX 75201  
State Bar No. 24031919  
Telephone: (214) 922-7155  
Facsimile: (214) 279-5178

*Counsel to the Reorganized Debtor*

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

In re: § Chapter 11  
§  
§ Case No. 12-44031-11  
FIBERTOWER SPECTRUM HOLDINGS, §  
LLC §  
§  
Reorganized Debtor. §

**REORGANIZED DEBTOR'S APPLICATION FOR FINAL DECREE  
CLOSING THE REORGANIZED DEBTOR'S  
CHAPTER 11 CASE PURSUANT TO SECTION 350(a)  
OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3022**

**NO HEARING WILL BE CONDUCTED HEREON  
UNLESS A WRITTEN RESPONSE IS FILED WITH THE  
CLERK OF THE UNITED STATES BANKRUPTCY  
COURT AT ELDON B. MAHON U.S. COURTHOUSE, 501  
W. 10TH ST., RM. [ ], FORT WORTH, TX 76102-3643  
BEFORE CLOSE OF BUSINESS ON [ ], 2017,  
WHICH IS AT LEAST 24 DAYS FROM THE DATE OF  
SERVICE HEREOF.**

**ANY RESPONSE SHALL BE IN WRITING AND FILED  
WITH THE CLERK, AND A COPY SHALL BE SERVED  
UPON COUNSEL FOR THE MOVING PARTY PRIOR TO  
THE DATE AND TIME SET FORTH HEREIN. IF A**

**RESPONSE IS FILED A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.**

**IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.**

FiberTower Spectrum Holdings, LLC, the reorganized debtor in the above-referenced chapter 11 case (“Spectrum Holdings” and, as a reorganized debtor, the “Reorganized Debtor”), for its Application (the “Application”) for Final Decree Closing the Reorganized Debtor’s Chapter 11 Case pursuant to section 350(a) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 3022 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”), respectfully represents:

#### **JURISDICTION AND VENUE**

1. The Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).
2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

#### **BACKGROUND**

##### **A. The Chapter 11 Case**

3. On July 17, 2012 (the “Petition Date”), Spectrum Holdings filed with this Court a petition for relief under chapter 11 of title 11, United States Code (the “Bankruptcy Code”). Spectrum Holdings’ chapter 11 case (the “Chapter 11 Case”) was jointly administered for procedural purposes only with the chapter 11 cases of FiberTower Network Services Corp. (“FT Network”), FiberTower Corporation (“FT Corp”); and FiberTower Licensing Corp. (“FT Licensing” and together with FT Network and FT Corp.,



the “Inactive Debtors” and the Inactive Debtors together with Spectrum Holdings, the “Reorganized Debtors” or the “Debtors”, as applicable).<sup>1</sup>

4. Shortly after the Petition Date, it became clear to the Debtors that the FCC was planning to deny certain pending applications filed by the Debtors (collectively, the “Applications”) seeking, among other things, a determination that FCC “build out” requirements with respect to certain of the Debtors’ FCC licenses had been satisfied.

5. In anticipation of negative action by the FCC with respect to the Applications and certain of its licenses, the Debtors filed a complaint commencing adversary proceeding No. 12-04104, captioned *FiberTower Network Services Corp., et al. v. Federal Communications Commission* on August 23, 2012 (the “FCC Action”). In the FCC Action, the Debtors sought either (i) a declaration that the automatic stay applied to the FCC’s cancellation of the Debtors’ licenses covered by the Applications or, in the alternative, (ii) an injunction enjoining cancellation of such FCC licenses pending the entry of a final non-appealable order on the FCC’s actions through the administrative and judicial review processes.

6. After a hearing on September 12, 2012, the Court entered a preliminary injunction on September 27, 2012 (the “Injunction”), and issued its Memorandum Opinion in respect thereof (collectively, the “Memorandum Opinion”) on October 11, 2012. In the Injunction, the Court enjoined the FCC from “[g]ranting, transferring, assigning or selling the [Debtors’] FCC Licenses to any entity other than Debtors or Debtors’ assignee or designee” and “[t]aking any action with respect to the [Debtors’] FCC Licenses that would impair or otherwise adversely alter [the] Debtors’ rights before the Commission on or on

---

<sup>1</sup> The lead case number for the chapter 11 cases (the “Chapter 11 Cases”) of all the Debtors was No. 12-44027-DML-11.

appeal of any decision of the Commission to contest (a) cancellation or termination of the FCC Licenses; or (b) a determination that the FCC Licenses were terminated or cancelled prior to entry of this Order.” Injunction at ¶¶ 1, 2. The Injunction further provided, “[N]othing herein shall stay or otherwise affect proceedings before the Commission, adjudicatory or otherwise, or stay or otherwise affect any appeal from any order of the Commission which proceedings or appeals precede the transfer, assignment or sale of the FCC Licenses to an entity other than Debtors or Debtors’ assignee or designee.” Injunction at pg. 3.

7. On November 7, 2012, the FCC’s Wireless Telecommunications Bureau issued its Memorandum Opinion and Order (the “FCC Opinion”) stating that the Debtors had not met the substantial service construction requirements, denying the Debtors’ requests for an extension or waiver of such requirements, and declaring that most of the Debtors’ licenses terminated as of June 1, 2012.

8. The full FCC eventually concluded that the Licenses had cancelled for failure to satisfy the Build-out Deadline (as defined in the FiberTower Appeal). *In re FiberTower Spectrum Holdings LLC Requests For Waiver, Extension Of Time, Or In The Alternative, Limited Waiver Of Substantial Service Requirements 94 Applications For Extension Of Time To Construct 24 Ghz Digital Electronic Message Service Licenses*, 59 Communications Reg. (P&F) 1371, 2014 WL 1379040 (FCC Feb. 27, 2014) (Reconsideration Denial), *affirmed in part, vacated in part, and remanded, FiberTower Spectrum Holdings, LLC v. FCC*, 782 F.3d 692 (D.C. Cir. 2015) (the “FiberTower Appeal”).

9. In September 2013, the Debtors filed a plan of reorganization (as subsequently amended and/or supplemented, the “Plan”) predicated on a business plan

focused around leasing (through point-to-point spectrum leases or area-wide spectrum leases) forty-nine (49) active FCC licenses.

10. On January 27, 2014, the Court entered the *Findings of Fact and Conclusions of Law on Debtors' Fourth Amended Joint Chapter 11 Plan and Order Confirming Debtors' Fourth Amended Joint Chapter 11 Plan* [Docket Nos. 1066 and 1067] (collectively, the "Confirmation Order"), pursuant to which, the Plan was confirmed. The Plan went effective on March 31, 2014 (the "Effective Date") and as a result, each of the Debtors successfully emerged from chapter 11.

11. On July 8, 2015, the Debtors filed the *Reorganized Debtors' Application for Final Decree Closing Certain of the Reorganized Debtors' Chapter 11 Cases Pursuant to Section 350(a) of the Bankruptcy Code and Bankruptcy Rule 3022* (the "2015 Case Closing Motion"). Pursuant to the 2015 Case Closing Motion, the Debtors requested that the Court close all of the Debtors' chapter 11 cases other than the chapter 11 case of Spectrum Holdings. In support of not closing the chapter 11 case of Spectrum Holdings – the owner of the Debtors' FCC licenses – the Debtors stated that the Appeal of the FCC Opinion remained pending and as such, the FCC Action should remain open until all appeals and administrative and judicial reviews concerning Spectrum Holdings' FCC licenses were fully exhausted.

12. On September 2, 2015, the Court entered an order approving the 2015 Case Closing Motion. As a result, the Inactive Debtors' chapter 11 cases were formally closed and the Chapter 11 Case of Spectrum Holdings remained open. As of the filing of this Application, Spectrum Holdings' Chapter 11 Case remains open.

**B. Developments Following the 2015 Case Closing Motion**

13. Following the Court's approval of the 2015 Case Closing Motion, the Reorganized Debtors continued to pursue a variety of appeals and administrative and judicial reviews concerning its FCC licenses. These efforts included, among others, pursuing remand proceedings before the FCC, supplementing the record to show construction efforts for certain FCC licenses, filing amendments for renewal applications for certain FCC licenses, providing additional data about the location, number and service areas of the links constructed and activated under each license and appealing to the Court of Appeals for the District of Columbia Circuit. In the FiberTower Appeal, the D.C. Circuit affirmed the Reconsideration Denial's conclusion that Spectrum Holdings failed to meet the substantial service standard for most of Licenses and vacated the Reconsideration Denial's conclusion that (and remanded to the FCC for further consideration of whether) Spectrum Holdings failed to meet the substantial service standard for 42 Licenses. The D.C. Circuit also remanded the matter to the FCC for further proceedings on whether waiver and extension relief should be granted.

14. As a result of these exhaustive efforts, and as a result of good faith and arm's length negotiations, the FCC, FT Corp, Spectrum Holdings and AT&T Mobility Spectrum LLC ("AT&T"), have entered into a Settlement Agreement (the "Settlement Agreement") that, among other things, resolves the ongoing litigation over certain filings concerning the Debtors' ability to demonstrate substantial service, or in the alternative, to receive an extension or waiver of the FCC's building out rules. Further, the FCC has approved the applications for transfer of control originally filed with the FCC on February 13, 2017 in connection with the acquisition of all of the shares of capital stock of FT Corp by AT&T.

Consequently, Spectrum Holdings has determined that (i) the FCC Action is no longer necessary<sup>2</sup> and (ii) that it is the appropriate time to close this Chapter 11 Case.

### **RELIEF REQUESTED**

15. The Chapter 11 Case has been “fully administered.” Furthermore, the need to keep open the Chapter 11 Case and the FCC Action are no longer necessary because the underlying litigation concerning the FCC licenses has been resolved pursuant to the Settlement Agreement. Therefore, by this Application, pursuant to Section 350(a) of the Bankruptcy Code and Bankruptcy Rule 3022, Spectrum Holdings seek entry of a final decree (i) closing the Chapter 11 Case and (ii) retaining this Court’s jurisdiction pursuant to Article XII of the Plan and Paragraph 39 of the Confirmation Order, including, without limitation, with respect to any and all matters that may arise in connection with the Plan and/or the Chapter 11 Case.

### **ARGUMENT AND AUTHORITY**

#### **A. Ample Cause Exists to Grant the Requested Relief**

16. Section 350(a) of the Bankruptcy Code provides that “[a]fter an estate is fully administered and the court has discharged the trustee, the court shall close the case.” 11 U.S.C. § 350(a). Bankruptcy Rule 3022, which implements section 350 of the Bankruptcy Code, further provides that “[a]fter an estate is fully administered in a chapter 11 reorganization case, the court, on its own motion or on motion of a party in interest, shall enter a final decree closing the case.” Fed. R. Bankr. P. 3022.

17. The term “fully administered” is not defined in either the Bankruptcy Code or the Bankruptcy Rules. The Advisory Committee Note to Bankruptcy Rule 3022,

---

<sup>2</sup> Spectrum Holdings intends to file a notice of dismissal of the FCC Action pursuant to Bankruptcy Rule 7041.

however, sets forth the following non-exclusive factors to be considered in determining whether a case has been fully administered.

- (1) whether the order confirming the plan has become final;
- (2) whether deposits required by the plan have been distributed;
- (3) whether the property proposed by the plan to be transferred has been transferred;
- (4) whether the debtor or [its successor] has assumed the business or the management of the property dealt with by the plan;
- (5) whether payments under the plan have commenced; and
- (6) whether all motions, contested matters, and adversary proceedings have been finally resolved.

*See, e.g., In re Clayton*, 101 F.3d 697 (5th Cir. 1996); *In re Cam-Plek of Virginia IQ Converting Div., Inc.*, Case No. 96-21367 (Memorandum Decision) (Bankr. E.D. Tenn. Aug. 20, 1999); *In re Kliegl Bros. Universal Elec. Stage Lighting Co., Inc.*, 238 B.R. 531, 542 (Bankr. E.D.N.Y. 1999); *In re DC Servs., Inc.*, No. 97 CIV. 3081 (TPG), 1998 WL 547085, at \*3 (Bankr. S.D.N.Y. Aug. 28, 1998); *In re Jay Bee Enters., Inc.*, 207 B.R. 536, 538 (Bankr. E.D. Ky. 1997); *In re Mold Makers, Inc.*, 124 B.R. 766, 768 (Bankr. N.D. Ill. 1990). These six (6) factors are merely guidelines that aid a court's determination, however, and each of the factors need not be present before a court enters a final decree. *See Mold Makers*, 124 B.R. at 768-69; *see also Walnut Assocs. v. Saidel*, 164 B.R. 487, 493 (E.D. Pa. 1994); *see also In re Union Home & Indust., Inc.*, 375 B.R. 912, 917 (B.A.P. 10th Cir. 2007).

18. Although courts should apply and weigh the factors set forth by the Advisory Committee Note, no one factor is dispositive. *See In re Kliegel Bros.*, 238 B.R. 531, 542 (Bankr. E.D.N.Y. 1999); *In re JMP-Newcor Int'l*, 225 B.R. 462, 465 (Bankr. N.D. Ill. 1998). Rather, Rule 3022 is intended to allow courts a flexible standard for determining

whether an estate is fully administered, and the determination is based on a “case-by-case basis . . .” *Spierer v. Federated Dep’t Stores, Inc. (In re Federated Dep’t Stores, Inc.)*, No. 01-4242, 2002 U.S. App. LEXIS 16059, at \*7 (6th Cir. Aug 5, 2002). Furthermore, the mere possibility that the court’s jurisdiction may be invoked in the future does not mean that the court should keep the case open. *Id.*, 2002 U.S. App. LEXIS 16059 at \*7.

19. The case law is clear that entry of a final decree is an administrative matter and does not determine substantive rights. As noted in *In re Greater Jacksonville Transportation Co.*, 169 B.R. 221, 224 (Bankr. M.D. Fla. 1994):

Even a cursory reading of [Rule 3022] leaves no doubt that entry of a final decree is merely a perfunctory, administrative event and nothing more than a ministerial housekeeping act which was never designed to determine with finality the substantive rights of parties in interest involved in a chapter 11 case. This should be evident from the fact that the final decree is entered without notice and hearing to anyone and could be entered even on the Court’s own motion.

**B. The Chapter 11 Case Has Been Fully Administered**

20. The Chapter 11 Case has been “fully administered” within the meaning of section 350 of the Bankruptcy Code, making it appropriate for the Bankruptcy Court to enter a final decree closing such case. For example:

- the Plan of Reorganization became effective on March 31, 2014, more than three years ago;
- the transfer of all or substantially all of the property proposed by the Plan has occurred;
- the Reorganized Debtors, including Spectrum Holdings, have assumed the business and management of all or substantially all of the property of the Debtors as provided in the Plan;
- all distributions required to be made under the Plan, including distributions of New FiberTower Common Stock and Litigation Trust Interests (each as defined in the Plan), have been made in accordance with the Plan;

- no further distributions will be made from the Debtors' estates;
- all payments required to be made pursuant to the Plan have been made;
- all orders on fees and objections to claims have become final; and
- other than the FCC Action, which will be dismissed by Spectrum Holdings, there are no adversary proceedings or contested matters pending before this Court.

21. For all of the reasons set forth herein, the Reorganized Debtor respectfully requests that the Court grant this Motion.

### **POST-CONFIRMATION REPORT**

22. In accordance with the requirements of Rule 3022-1 of the Local Bankruptcy Rules for the Northern District of Texas, **Exhibit A** annexed hereto is a copy of the Post- Confirmation Report which describes, among other things, the fees and expenses awarded to Professionals who rendered services in the Chapter 11 Cases.

### **NOTICE**

23. Notice of this Motion has been provided to: (i) the U.S. Trustee; (ii) the FCC; and (iii) the parties appearing on the Limited Service List maintained in the Chapter 11 Cases. The Reorganized Debtor respectfully submits that such notice is appropriate and that no other or further notice need be provided.

**WHEREFORE**, the Reorganized Debtor respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit B**: (i) granting the relief requested herein; and (ii) granting such other and further relief as may be just and proper.

Respectfully submitted this [ ] day of [ ], 2017

Patrick J. Carew, Esq.  
**KILPATRICK TOWNSEND & STOCKTON LLP**  
2001 Ross Avenue  
Suite 4400  
Dallas, TX 75201



State Bar No. 24031919  
Telephone: (214) 922-7155  
Facsimile: (214) 279-5178  
Email: pcarew@kilpatricktownsend.com

David M. Posner, Esq.  
Gianfranco Finizio, Esq.  
**KILPATRICK TOWNSEND & STOCKTON LLP**  
The Grace Building  
1114 Avenue of the Americas  
New York, NY 10036-7703  
Telephone: (212) 775-8700  
Facsimile: (212) 775-8800  
Email: dposner@kilpatricktownsend.com  
Email: gfinizio@kilpatricktownsend.com

*Counsel to the Reorganized Debtors*

**EXHIBIT "A"**  
POST-CONFIRMATION REPORT

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

In re:	§	Chapter 11
	§	
	§	Case No. 12-44031-11
FIBERTOWER SPECTRUM HOLDINGS, LLC	§	
	§	
Reorganized Debtor.	§	

**POST-CONFIRMATION REPORT**

The undersigned submits this Post-Confirmation Report, and certifies that the Plan, as confirmed by the Court, has been fully administered. The undersigned further certifies: the transfer of all or substantially all of the property proposed by the confirmed Plan to be transferred; the assumption by the Reorganized Debtors of the business or the management of all or substantially all of the property of the Debtors as provided in the confirmed Plan; the commencement and conclusion of distribution to creditors whose claims have been allowed, creditors with equity security interests whose claims have not been disallowed, and to indenture trustees who have filed claims pursuant to Rule 3003(c)(5) which have been allowed, and distribution of any other deposits or payments required by the confirmed Plan; the payment of all sums payable to the Clerk of Court for noticing and claims processing charges; all Orders on Fees and Objections to Claims have become final; and final compensation awarded in the amount of \$[6,805,432.64] for fees and expenses payable to estate professionals.

Accordingly, the Reorganized Debtor hereby applies for entry of a Final Decree closing the Chapter 11 Case.

**EXHIBIT "B"**  
PROPOSED ORDER

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

In re:	§ Chapter 11
	§
FIBERTOWER SPECTRUM HOLDINGS, LLC	§ Case No. 12-44031-11
	§
Reorganized Debtor.	§
	§

**ORDER GRANTING REORGANIZED DEBTOR'S APPLICATION FOR FINAL  
DECREE CLOSING THE REORGANIZED DEBTOR'S  
CHAPTER 11 CASE PURSUANT TO SECTION 350(a)  
OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3022**

Upon the Reorganized Debtor's Application for Final Decree Closing the Reorganized Debtor's Chapter 11 Case Pursuant to Section 350(A) of the Bankruptcy Code and Bankruptcy Rule 3022 (the "Application") filed by FiberTower Spectrum Holdings, LLC (the "Reorganized Debtor"); and the Court having jurisdiction over the Application pursuant to 28 U.S.C. §§ 157 and 1334, and venue of these proceedings and the Application being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Application presenting a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (O); and upon the entirety of the record of these Chapter 11 Case, and it appearing that the Chapter 11 Case has been fully administered; and the Court having determined that the relief sought in the Application is in the best interests of the Reorganized Debtor and all parties in interest; and upon the Application and all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefore; it is hereby

**ORDERED AS FOLLOWS:**

1. The Application is granted, as set forth herein.

2. Pursuant to section 350 of the Bankruptcy Code and Bankruptcy Rule 3022, a final decree is hereby issued with respect to the Chapter 11 Case and the Chapter 11 Case shall be, and hereby is, closed.

3. Entry of this Final Decree is without prejudice to the rights of the Reorganized Debtor to seek to reopen the Chapter 11 Case for good cause shown pursuant to section 350(b) of the Bankruptcy Code.

4. The Court shall retain jurisdiction over the Chapter 11 Case to the extent permitted under Article XII of the Plan and Paragraph 39 of the Confirmation Order.

5. The Reorganized Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Decree in accordance with the Application.

6. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, and 9014 or otherwise, the terms and conditions of this Final Decree shall be immediately effective and enforceable upon its entry.

7. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Final Decree.

### END OF ORDER ###