

FIRST AMENDMENT TO LICENSE AGREEMENT

This Amendment to License Agreement ("Amendment"), being made this ²³~~24~~ day of February, 2011, between **MONTGOMERY COUNTY, MARYLAND**, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter designated as the "COUNTY") and, **FiberTower Network Services Corp.** a Delaware corporation, (hereinafter designated as the "LICENSEE"), (COUNTY and LICENSEE, together, the "PARTIES")

WHEREAS, the COUNTY and LICENSEE entered into a License Agreement dated June 13, 2006 for property located at 10025 Darnestown Road, Rockville, Maryland (the "Agreement"); and

WHEREAS, the PARTIES desire to amend that Agreement to permit one (1) five (5) year extension term and to increase the annual fee during said extension term.

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby, the PARTIES hereto agree to the following changes and modifications to the Agreement.

1. The PARTIES hereby agree to one (1) five (5) year extension term, which shall commence on June 14, 2011 and expire on June 13, 2016.

2. The annual fee for the five (5) year extension term is listed in the following table:

ANNUAL FEE

Year 1	\$9,367.00
Year 2	\$9,648.00
Year 3	\$9,937.00
Year 4	\$10,236.00
Year 5	\$10,543.00

3. Due to the uncertainty created in Section 5 herein, the County shall permit LICENSEE to remove one (1) of its installed antennas at any time during the Term. Upon removal of such antenna, the annual fee shall be reduced by 50%, and pro-rated for any partial year.

4. COUNTY acknowledges that it understands that LICENSEE is carrying traffic, including the wireless 911 network, for other licensees on the tower. As such, upon receipt of notice from COUNTY pursuant to Section 5 herein, LICENSEE agrees to make its plans for removal; provided however, LICENSEE shall be permitted to remain in place until all of its customers' equipment is powered down, thereby ensuring continuity in the wireless 911 network. LICENSEE agrees to remove its equipment within two (2) days of its customers' equipment being powered down.

5. The LICENSEE acknowledges that the COUNTY is considering the sale of the Property for redevelopment of which the Licensed Premises is part of and shall cause this License to terminate. The COUNTY shall provide 120 days written notice, in advance to the LICENSEE of such termination.

6. Except as modified herein all other terms and conditions of the Agreement will remain in full force and effect.

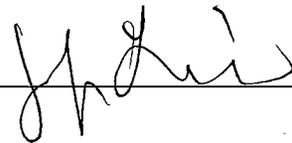
7. The date to be inserted in the second line of this Amendment to License Agreement (Amendment) shall be the date on which the last party to sign this Amendment signs such Amendment.

8. The amendment shall reflect the change of address for the COUNTY in paragraph 11 of the license agreement. The new address is: Montgomery County, Department of General services, Office of Real Estate, 101 Monroe Street 9th floor, Rockville Md., 20850 with a copy of notice to Montgomery County, Office of the County Attorney, 101 Monroe Street, 3rd floor, Rockville Md. 20850.

SIGNATURE PAGE TO FOLLOW

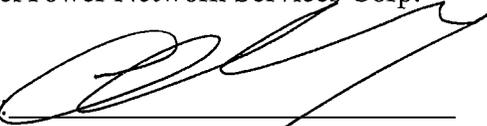
IN WITNESS WHEREOF, the PARTIES hereto have set their hands and affixed their respective seals the day and year above written.

WITNESS:

By: 

TENANT:

FiberTower Network Services Corp.

By: 
Geoffrey T. Kay

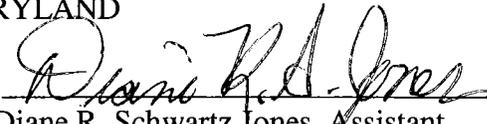
Title: Sr. Director, Program Management

Date: 2-10-11

WITNESS:

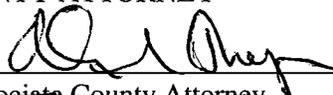
By: 

LANDLORD:
MONTGOMERY COUNTY
MARYLAND

By: 
Diane R. Schwartz Jones, Assistant
Chief Administrative Officer

Date: 2/23/11

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: 
Associate County Attorney
Assistant

Date: 2/16/11

RECOMMENDED

By: 
Cynthia Brenneman, Director
Office of Real Estate

Date: 2/15/11