U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

United States Bankruptcy Judge

Signed January 17, 2013

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.	§	

ORDER GRANTING DEBTORS' MOTION TO MODIFY FINAL CASH COLLATERAL ORDER [relates to Docket Nos. 219 and 468]

Upon the Motion (the "Motion") to Modify 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 [Docket No. 468] filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"), the Objection to the Motion filed by the Official Committee of Unsecured Creditors [Docket No. 506] and the Comment in connection with the Motion filed by AT&T Services, Inc. [Docket No. 510]; and upon the hearing on the Motion conducted on January 9, 2013 and the arguments of counsel and witness testimony received thereat; and the Court having jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and the Motion being a core proceeding under 28 U.S.C. § 157(b)(2)(A), (M) and (O); and it appearing that good and

sufficient notice of the Motion has been given and that no other or further notice is required; and after due deliberation and good cause appearing therefor, it is

ORDERED as follows:[1]

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

2. Paragraph 4(a)(i) of the Cash Collateral Order is hereby amended and restated in its entirety as follows (new language appears in ***bold underline italics***):

> "(i) the termination of the Plan Support Agreement, other than the termination as a result of the occurrence of a Termination Event (as defined in the Plan Support Agreement) under clause ***7(a)(vi) or*** (xv)(A) thereof"[2]

3. A new Paragraph 6.1 is hereby added to the Cash Collateral Order, as follows:

> 6.1 Additional Payments. (a) In addition to the Adequate Protection Obligations described above, the Debtors are authorized and directed to (i) make a one-time payment of $12 million to the First Lien Trustee, for the benefit of the First Lien Noteholders (the "Initial Principal Payent"), within three days following entry of this Order, and (ii) make cash payments to the First Lien Trustee, for the benefit of the First Lien Noteholders, on the fourth (4th) Friday of each Monthly Period, commencing with the Monthly period ending February 1, 2013, in an amount equal to the Excess Cash (defined below) calculated during such Monthly Period. "Excess Cash" shall be calculated as follows: as of the last Friday of every Monthly Period (beginning with the Monthly Period ending February 1, 2013), the amount of cash (if any) that the Debtors' lowest weekly cash balance for any week (calculated as of Friday of such week) during such Monthly Period exceeds (i) for the Monthly Period ending February 1, 2013, $9 million; (ii) for the Monthly Period ending March 1, 2013, $8 million: (iii) for the Monthly Period ending March 29, 2013, $7 million; (iv) for the Monthly Period ending April 26, 2013, $6 million; and (v) for every Monthly Period thereafter, $5 million. All payments made pursuant to this paragraph shall be deemed to be payments of principal on the First Lien Notes, without prejudice to the First

[1]Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Motion

[2]The footnote at the end of paragraph 4(a)(i) of the Cash Collateral Order remains in full force and effect, notwithstanding the revision to said paragraph herein.

Lien Noteholders' rights to seek postpetition interest in the event that they are later deemed to be oversecured.

(b) Upon receipt of the Initial Principal Payment, the First Lien Trustee is authorized and directed to promptly distribute such amount (together with such additional funds held by the First Lien Trustee on behalf of the First Lien Noteholders (including, without limitation any funds held in the Escrow Account (defined below) and any funds received in connection with this Court's Order Approving the settlement between the Debtors and ICB Networks Texas, LLC, ICB Networks Washington, LLC and Bordencomm Partners, L.P. [Docket No. 420]) and less any reasonable amounts necessary for the First Lien Trustee's fees and expenses) as a principal paydown of the obligations under the First Lien Documents. Any payments of Excess Cash received by the First Lien Trustee under this Paragraph 6.1 shall be similarly treated as a principal paydown of the obligations under the First Lien Documents; *provided*, *however,* that the timing of the distribution of such amounts by the First Lien Trustee shall be in accordance with the First Lien Indenture.

(c) To the extent the allocation of principal provided in this Paragraph 6.1 conflicts with the terms of the First Lien Indenture, the terms of this Final Order shall control. Except as expressly provided herein, nothing in this Final Order shall modify, impair, or alter any rights, duties, or obligations under the First Lien Documents, including without limitation the rights of the First Lien Trustee under the First Lien Indenture. Nothing in this Final Order shall modify, impair, or alter any rights of the First Lien Trustee with regard to any other payments or distributions.

4. Except as set forth herein, all other provisions of the Cash Collateral Order shall remain unchanged and in full force and effect.

END OF ORDER # #