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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **June 3, 2010**

**FIBERTOWER CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation)

**000-21091**  
(Commission File Number)

**52-1869023**  
(I.R.S. Employer Identification No.)

**185 Berry Street**  
**Suite 4800**  
**San Francisco, California**  
(Address of principal executive offices)

**94107**  
(Zip Code)

Registrant's telephone number, including area code: **(415) 659-3500**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On June 3, 2010, the stockholders of FiberTower Corporation (the “Company”) approved the adoption of the FiberTower Corporation 2010 Stock Incentive Plan (the “New Plan”), which provides for the grant of incentive stock options and non-qualified stock options, restricted stock, restricted stock units, stock appreciation rights, phantom stock, and other stock or performance-based awards. The New Plan will be administered by the Compensation Committee of the Company’s board of directors. The maximum number of shares of common stock that may be issued under the New Plan is 6,500,000 shares, subject to adjustment as provided in the New Plan. The Company’s board of directors approved the New Plan on April 21, 2010, subject to stockholder approval. A copy of the New Plan is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference. Copies of the forms of restricted stock agreements under the New Plan are filed as Exhibits 10.2 and 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

On June 3, 2010, the Company’s stockholders also approved an amendment to the FiberTower Corporation Amended and Restated Stock Incentive Plan (the “Old Plan”) that eliminated the provision that provides for annual increases in the number of shares authorized for issuance under the Old Plan. The Company will continue to grant awards under the Old Plan, and the Old Plan will remain in place for purposes of governing current outstanding awards and any additional grants made pursuant to the Old Plan. A copy of the amendment to the Old Plan is filed as Exhibit 10.4 to this Current Report on Form 8-K and incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

<u>Exhibit Number</u>	<u>Description</u>
10.1	FiberTower Corporation 2010 Stock Incentive Plan (incorporated by reference to Appendix B to the Company’s definitive proxy statement on Schedule 14A filed on April 26, 2010).
10.2	Form of Restricted Stock Agreement under the FiberTower Corporation 2010 Stock Incentive Plan (Time-Vesting)
10.3	Form of Restricted Stock Agreement under the FiberTower Corporation 2010 Stock Incentive Plan (Performance-Vesting)
10.4	Amendment to the FiberTower Corporation Amended and Restated Stock Incentive Plan (incorporated by reference to Appendix C to the Company’s definitive proxy statement on Schedule 14A filed on April 26, 2010).

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**FIBERTOWER CORPORATION**

Date: June 3, 2010

By:       /s/ Thomas A. Scott      

Name: Thomas A. Scott

Title: Chief Financial Officer

## EXHIBIT INDEX

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**FIBERTOWER CORPORATION  
2010 STOCK INCENTIVE PLAN**

**RESTRICTED STOCK AGREEMENT**

**1. Agreement to Grant Restricted Stock.** Subject to the conditions described in this agreement (the "Award Agreement") and in the FiberTower Corporation 2010 Stock Incentive Plan, as amended from time to time (the "Plan"), FiberTower Corporation, a Delaware corporation (the "Company"), hereby agrees to grant to ( "Participant") all rights, title and interest in the record and beneficial ownership of ( ) shares (the "Restricted Stock") of common stock, \$0.001 par value per share, of the Company ("Common Stock"). This Award of Restricted Stock shall be effective as of the date (the "Grant Date") of approval by the Committee. The Grant Date is , 20 . All capitalized terms not otherwise defined herein shall have the meanings set forth in the Plan, the terms of which are incorporated herein by reference.

**2. Vesting.**

(a) Vesting Schedule. Subject to the satisfaction of the terms and conditions set forth in the Plan and this Award Agreement, Participant shall vest in his rights under the Restricted Stock and the Company's right to the return and reacquisition of such shares shall lapse with respect to the Restricted Stock according to the following schedule and conditions:

(i) One-third of the Restricted Stock (rounded to the nearest whole number of shares) shall vest on the first anniversary of the Grant Date.

(ii) One-third of the Restricted Stock (rounded to the nearest whole number of shares) shall vest on the second anniversary of the Grant Date.

(iii) The remainder of the Restricted Stock shall vest on the third anniversary of the Grant Date.

(b) Vesting upon Change of Control. Notwithstanding the foregoing, subject to the provisions of the Plan, in the event of a Change of Control, then immediately prior to the consummation of such Change of Control, any of the Restricted Stock held by Participant which remain unvested and not previously forfeited at such time shall immediately become vested.

(c) Change of Control. "**Change of Control**" shall mean:

(i) a transaction or series of related transactions which results in the acquisition of 100% of the Company's outstanding voting power by a single person or entity or by a group of persons and/or entities acting in concert, or

(ii) the Incumbent Board ceasing for any reason to constitute at least a majority of the Board or of the board of directors of the resulting, surviving or successor entity in connection with or as a direct result of any the events or transactions described in subsections (a), (b), (c) or (d) of the definition of "Change of Control" in the Plan.

In determining if the Incumbent Board has ceased to constitute at least a majority of the Board or of the board of directors of the resulting, surviving or successor entity, any individual becoming a member of the Board whose election by the Board was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an election contest with respect to the election or removal of directors or other solicitation of proxies or consents by or on behalf of a person other than the Board.

Further, in the case of any item of income under the Award subject to this Award Agreement to which the foregoing definition would otherwise apply with the effect that the income tax under Section 409A of the

Code would apply or be imposed on income under that Award, but where such tax would not apply or be imposed if the meaning of the term “Change of Control” met the requirements of Section 409A(a)(2)(A)(v) of the Code, then the term “Change of Control” herein shall mean, but only with respect to the income so affected, a transaction, circumstance or event that constitutes a “Change of Control” (as defined above) and that also constitutes a “change in control event” within the meaning of Treas. Reg. §1.409A-3(i)(5).

(d) Termination in Connection with a Change of Control.

(i) Notwithstanding the foregoing, in the event of Participant’s Termination by the Participant for Good Reason or by the Company without Cause, and in either case, such Termination occurs during the period beginning thirty (30) days prior to, and ending on the consummation of a Change of Control, any of the Restricted Stock held by Participant which remain unvested and not previously forfeited at the time of such Termination or such Change of Control, whichever is later, shall immediately become vested.

(ii) Cause. Except in circumstances in which the provisions of Section 2(d)(iv) apply, “*Cause*” shall have the meaning assigned to it in the Plan.

(iii) Good Reason. Except in circumstances in which the provisions of Section 2(d)(iv) apply, “*Good Reason*” shall mean the Participant’s resignation of employment in connection with or based upon (A) a material diminution in Participant’s responsibilities, duties or authority; (B) a material diminution in Participant’s base compensation; (C) assignment of Participant to a principal office located beyond a 50-mile radius of Participant’s then current work place, or (D) a material breach by Company of any material provision of this Award Agreement, in each case without the Participant’s written consent, but only if: the Participant provides Company with written notice of the existence of one or more of the aforementioned conditions and his intention to resign for Good Reason based thereon; such notice is delivered to the Company within 60 days after the initial existence of any such condition(s); and the Company fails to remedy each such condition constituting the basis for such Good Reason resignation (as described in the Participant’s notice) within 30 days of the date of that notice. For purposes of this Award Agreement, if the Company does not remedy the condition(s) constituting the stated basis for the Good Reason resignation within such 30 day period, the Participant’s employment with Company shall terminate on the date that is 31 days following the date of Participant’s notice.

(iv) Alternate Definitions. If at any time on the date of the Participant’s Termination, all of the principal terms of Participant’s employment with the Company are subject to an employment agreement that defines “cause” and/or “good reason” (or a term that is substantially similar in function) with respect to an event of termination of employment, then the term “Good Reason” or “Cause”, as the case may be, as used in this Award Agreement shall have the meaning, and shall be subject to conditions and requirements as prescribed for “good reason” or “cause”, as the case may be (or the term that is substantially similar in function) as provided in that employment agreement, but only if applying such meaning and such provisions under this Award Agreement would not have any adverse effect under Section 409A of the Code and only if and as the Committee so chooses and determines in its sole discretion.

(e) Forfeited Restricted Stock. For the sake of clarity, references to Restricted Stock does not include any previously forfeited Restricted Stock.

**3. Issuance and Transferability.**

(a) Registration and Restricting Legend. Upon grant, the Restricted Stock granted hereunder shall be registered in the name of Participant and, unless and until such Restricted Stock vest, shall be left on deposit with the Company, or in trust or escrow pursuant to an agreement satisfactory to the Company, until such time as the restrictions on transfer have lapsed. If the Restricted Stock are represented by certificates, such certificates shall be marked with the following legend:

“The shares represented by this certificate have been issued pursuant to the terms of the FiberTower 2010 Corporation Stock Incentive Plan and may not be sold, pledged, transferred, assigned or otherwise encumbered in any manner except as is set forth in the terms of the Restricted Stock Agreement dated 20 .”

(b) **Book Entry Form.** If the shares are held in book entry form, then such entry will reflect, in a manner sufficient to effect in a legally enforceable form, that such shares of Restricted Stock are subject to the restrictions of this Award Agreement and the Plan.

(c) **Stock Power.** Participant will deliver to the Company a stock power, in substantially the form as Exhibit A attached hereto or such form as required by the Company, endorsed in blank, with respect to each Award of Restricted Stock.

(d) **Release of Restrictions.** Upon vesting of any portion of the shares of Restricted Stock and satisfaction of any other conditions required by the Plan or pursuant to this Award Agreement, the Company shall promptly either issue a stock certificate, without such restricted legend, for any shares of the Restricted Stock that have vested, or, if the shares are held in book entry form, the Company shall remove the notations on the book form for any shares of the Restricted Stock that have vested.

(e) **Prohibition on Transfer.** Until restrictions lapse, the Restricted Stock shall not be transferable. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities, or torts of Participant. Any purported assignment, alienation, pledge, attachment, sale, transfer or other encumbrance of the Restricted Stock, regardless of by whom initiated or attempted, prior to the lapse of restrictions shall be void and unenforceable against the Company. If, notwithstanding the foregoing, an assignment, alienation, pledge, attachment, sale, transfer or other encumbrance of the Restricted Stock is effected by operation of law, court order or otherwise, the affected Restricted Stock shall remain subject to the risk of forfeiture, vesting requirement and all other terms and conditions of this Award Agreement. In the case of Participant’s death or Disability, Participant’s vested rights under this Award Agreement (if any) may be exercised and enforced by Participant’s guardian or legal representative.

**4. Forfeiture.** Except as provided in Section 2(d), in the event of Participant’s Termination by the Company or by Participant for any reason whatsoever, including, without limitation, as a result of the Participant’s death or Disability, the unvested portion of the Restricted Stock held by Participant at that time shall immediately be forfeited.

**5. Ownership Rights.** Subject to any reservations, conditions or restrictions set forth in this Award Agreement and/or the Plan, upon grant to Participant of the Restricted Stock, Participant shall be entitled to all voting rights applicable to the Restricted Stock during the Restricted Period. In the event of forfeiture of shares of Restricted Stock, the Participant shall have no further rights with respect to such Restricted Stock.

**6. Reorganization of the Company.** The existence of this Award Agreement shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company’s capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Stock or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

**7. Certain Restrictions.** By executing this Award Agreement, Participant acknowledges that he will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with the securities law or any other applicable laws, rules or regulations, or with this Award Agreement or the terms of the Plan.

**8. Amendment and Termination.** This Award Agreement or the Plan may be amended or terminated in accordance with the terms of the Plan.

**9. Taxes and Withholdings.**

(a) Tax Consequences. The granting, vesting and/or sale of all or any portion of the Restricted Stock may trigger tax liability. Participant agrees that he shall be solely responsible for any such tax liability. Participant is encouraged to contact his tax advisor to discuss any tax implications which may arise in connection with the Restricted Stock.

(b) Withholding. Participant acknowledges that the vesting of Restricted Stock granted pursuant to this Award Agreement, the making of an election under Section 83(b) of the Code and the vesting and payment of any accrued dividends may result in federal, state or local tax withholding obligations. Participant understands and acknowledges that the Company will not deliver shares of Common Stock or make any payment of accrued dividends until it is satisfied that appropriate arrangements have been made to satisfy any tax obligation under this Award Agreement or the Plan and agrees to make appropriate arrangements suitable to the Company for satisfaction of all tax withholding obligations. Further, Participant hereby agrees and grants to the Company the right to withhold from any payments or amounts of compensation, payable in cash or otherwise, in order to meet any tax withholding obligations under this Award Agreement or the Plan. As such, if the Company requests that Participant take any action required to effect any action described in this Section 9 and to satisfy the tax withholding obligation pursuant to this Award Agreement and the Plan, Participant hereby agrees to promptly take any such action.

(c) Section 83(b). Participant understands that any election under Section 83(b) of the Code with regard to the Restricted Stock must be made within thirty (30) days of the Grant Date and that, in the event of such election, Participant will so notify the Company in writing on or before such date.

**10. No Guarantee of Tax Consequences.** The Company, Board and Committee make no commitment or guarantee to Participant that any federal, state or local tax treatment will apply or be available to any person eligible for benefits under this Award Agreement and assumes no liability whatsoever for the tax consequences to Participant.

**11. Condition and Consideration.** The Company is entering into this Award Agreement with Participant, in part, as consideration for the execution by Participant and/or the continued enforceability of the Company's Proprietary Information and Inventions and Non-Competition Agreement.

**12. Severability.** In the event that any provision of this Award Agreement is, becomes or is deemed to be illegal, invalid, or unenforceable for any reason, or would disqualify the Plan or this Award Agreement under any law deemed applicable by the Board or the Committee, such provision shall be construed or deemed amended as necessary to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Board or the Committee, materially altering the intent of the Plan or this Award Agreement, such provision shall be stricken as to such jurisdiction, the Participant or this Award Agreement, and the remainder of this Award Agreement shall remain in full force and effect.

**13. Terms of the Plan Control.** This Award Agreement and the underlying Award are made pursuant to the Plan. Notwithstanding anything in this Award Agreement to the contrary, the terms of the Plan, as amended from time to time and interpreted and applied by the Committee, shall govern and take precedence.

**14. Governing Law.** This Award Agreement shall be construed in accordance with (excluding any conflict or choice of law provisions of) the laws of the State of Delaware to the extent federal law does not supersede and preempt Delaware law.

**15. Consent to Electric Delivery; Electronic Signature.** Except as otherwise prohibited by law, in lieu of receiving documents in paper format, Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, prospectuses, prospectuses supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet to which Participant has access. Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and

acceptance of any such documents that the Company may be required to deliver, and agrees that his electronic signature is the same as, and shall have the same force and effect as, his manual signature.

*[signature blanks follow]*

Executed: \_\_\_\_\_.

**FIBERTOWER CORPORATION**

By: \_\_\_\_\_  
Kurt Van Wagenen  
CEO

Accepted: \_\_\_\_\_.

**PARTICIPANT:**

\_\_\_\_\_  
[PARTICIPANT NAME INSERT HERE]

Address:  
\_\_\_\_\_  
[PARTICIPANT ADDRESS OF]  
\_\_\_\_\_  
[RECORD INSERT HERE]  
\_\_\_\_\_

**EXHIBIT A**

**Assignment Separate from Certificate**

FOR VALUE RECEIVED, \_\_\_\_\_ hereby sells, assigns and transfers unto FiberTower Corporation, a Delaware corporation (the "Company"), \_\_\_\_\_ ( \_\_\_\_\_ ) shares of common stock of the Company represented by Certificate No. \_\_\_\_\_ and does hereby irrevocably constitute and appoint \_\_\_\_\_, or his designee or successor, as attorney to transfer the said stock on the books of the Company with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**INSTRUCTIONS:** PLEASE DO NOT FILL IN ANY BLANKS OTHER THAN THE SIGNATURE LINE. THE PURPOSE OF THIS ASSIGNMENT IS TO ENABLE THE COMPANY TO EXERCISE ITS "REPURCHASE OPTION" SET FORTH IN THE AWARD AGREEMENT WITHOUT REQUIRING ADDITIONAL SIGNATURES ON THE PART OF THE PURCHASER.

**FIBERTOWER CORPORATION  
2010 STOCK INCENTIVE PLAN**

**RESTRICTED STOCK AGREEMENT**

**1. Agreement to Grant Restricted Stock.** Subject to the conditions described in this agreement (the “Award Agreement”) and in the FiberTower Corporation 2010 Stock Incentive Plan, as amended from time to time (the “Plan”), FiberTower Corporation, a Delaware corporation (the “Company”), hereby agrees to grant to ( “Participant”) all rights, title and interest in the record and beneficial ownership of ( ) shares (the “Restricted Stock”) of common stock, \$0.001 par value per share, of the Company (“Common Stock”). This Award of Restricted Stock shall be effective as of the date (the “Grant Date”) of approval by the Committee. The Grant Date is , 20 . All capitalized terms not otherwise defined herein shall have the meanings set forth in the Plan, the terms of which are incorporated herein by reference.

**2. Performance-Based Compensation.** This Award Agreement and the underlying Award is intended to meet the requirements for Performance-Based Compensation and shall be subject to and comply with Article IX of the Plan and Section 162 (m) of the Code and the regulations thereunder.

**3. Vesting.**

(a) Vesting Requirements. Subject to the satisfaction of the terms and conditions set forth in the Plan and this Award Agreement, Participant shall vest in his rights under the Restricted Stock, and the Company’s right to the return and reacquisition of such shares shall lapse with respect to the Restricted Stock, on the Certification Date, if: (i) at any time during the Performance Period, the FMV Per Share equaled or exceeded \$X.XX for twenty (20) consecutive trading days (the “Performance Goal”); (ii) except as provided in Section 3(c), the Performance Period closes, (iii) the Committee certifies that the Performance Goal was achieved; and (iv) except as otherwise provided by Section 5(c), an event of Termination has not occurred with respect to the Participant during the period beginning on the Grant Date and ending on the Certification Date.

(b) Performance Period. “*Performance Period*” shall mean a three (3) year period, beginning on the Grant Date and ending on the third (3rd) anniversary of the Grant Date.

(c) Effect of Change of Control on Vesting. If the Performance Goal is achieved during the Performance Period and prior to the consummation of a Change of Control, Vesting of the Restricted Stock shall be accelerated in accordance with the definition of “Certification Date” below.

(d) Forfeited Restricted Stock. For the sake of clarity, references to Restricted Stock does not include any previously forfeited Restricted Stock.

**4. Issuance and Transferability.**

(a) Registration and Restricting Legend. Upon grant, the Restricted Stock granted hereunder shall be registered in the name of Participant and, unless and until such Restricted Stock vest, shall be left on deposit with the Company, or in trust or escrow pursuant to an agreement satisfactory to the Company, until such time as the restrictions on transfer have lapsed. If the Restricted Stock are represented by certificates, such certificates shall be marked with the following legend:

“The shares represented by this certificate have been issued pursuant to the terms of the FiberTower 2010 Corporation Stock Incentive Plan and may not be sold, pledged, transferred, assigned or otherwise encumbered in any manner except as is set forth in the terms of the Restricted Stock Agreement dated , 20 .”

(b) Book Entry Form. If the shares are held in book entry form, then such entry will reflect, in a manner sufficient to effect in a legally enforceable form, that such shares of Restricted Stock are subject to the restrictions of this Award Agreement and the Plan.

(c) Stock Power. Participant will deliver to the Company a stock power, in substantially the form as Exhibit A attached hereto or such form as required by the Company, endorsed in blank, with respect to each Award of Restricted Stock.

(d) Release of Restrictions. Upon vesting of any portion of the shares of Restricted Stock and satisfaction of any other conditions required by the Plan or pursuant to this Award Agreement, the Company shall promptly either issue a stock certificate, without such restricted legend, for any shares of the Restricted Stock that have vested, or, if the shares are held in book entry form, then the Company shall remove the notations on the book form for any shares of the Restricted Stock that have vested.

(e) Prohibition on Transfer. Until restrictions lapse, the Restricted Stock shall not be transferable. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities, or torts of Participant. Any purported assignment, alienation, pledge, attachment, sale, transfer or other encumbrance of the Restricted Stock, regardless of by whom initiated or attempted, prior to the lapse of restrictions shall be void and unenforceable against the Company. If, notwithstanding the foregoing, an assignment, alienation, pledge, attachment, sale, transfer or other encumbrance of the Restricted Stock is effected by operation of law, court order or otherwise, the affected Restricted Stock shall remain subject to the risk of forfeiture, vesting requirement and all other terms and conditions of this Award Agreement. In the case of Participant's death or Disability, Participant's vested rights under this Award Agreement (if any) may be exercised and enforced by Participant's guardian or legal representative.

## 5. Forfeiture.

(a) Lapse of Performance Period. If the Performance Goal is not achieved on or before the last day of the Performance Period, all Restricted Stock shall be forfeited as of 11:59 p.m. (Pacific Time) on the last day of the Performance Period.

(b) Termination. Except as provided in Section 5(c), if Participant's Termination by the Company or by Participant for any reason whatsoever, including, without limitation, as a result of the Participant's death or Disability, occurs on or before the Certification Date, the unvested portion of the Restricted Stock held by Participant at Termination shall immediately be forfeited.

(c) Involuntary Termination without Cause and Termination for Good Reason.

(i) Participant shall not immediately forfeit any unvested Restricted Stock held by Participant upon Termination if:

- a) Participant's Termination is a Termination by the Company without Cause and such Termination occurs on or after the first anniversary of the Grant Date; or
- b) Participant's Termination is a Termination by the Participant for Good Reason or by the Company without Cause, and in either case, if such Termination occurs on or after the first anniversary of the Grant Date and during the period beginning thirty (30) days prior to, and ending one (1) year after, the consummation of a Change of Control.

(ii) Eligibility for Vesting. Restricted Stock that is not forfeited by application of this Section 5(c) shall, subject to forfeiture under Sections 5(a) and 5(b) and the provisions of the Plan, continue to be eligible for vesting.

(iii) Change of Control. "**Change of Control**" shall mean:

- 1) a transaction or series of related transactions which results in the acquisition of 100% of the Company's outstanding voting power by a single person or entity or by a group of persons and/or entities acting in concert, or

- 2) the Incumbent Board ceasing for any reason to constitute at least a majority of the Board or of the board of directors of the resulting, surviving or successor entity in connection with or as a direct result of any the events or transactions described in subsections (a), (b), (c) or (d) of the definition of “Change of Control” in the Plan.

In determining if the Incumbent Board has ceased to constitute at least a majority of the Board or of the board of directors of the resulting, surviving or successor entity, any individual becoming a member of the Board whose election by the Board was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an election contest with respect to the election or removal of directors or other solicitation of proxies or consents by or on behalf of a person other than the Board.

Further, in the case of any item of income under the Award subject to this Award Agreement to which the foregoing definition would otherwise apply with the effect that the income tax under Section 409A of the Code would apply or be imposed on income under that Award, but where such tax would not apply or be imposed if the meaning of the term “Change of Control” met the requirements of Section 409A(a)(2)(A)(v) of the Code, then the term “Change of Control” herein shall mean, but only with respect to the income so affected, a transaction, circumstance or event that constitutes a “Change of Control” (as defined above) and that also constitutes a “change in control event” within the meaning of Treas. Reg. §1.409A-3(i)(5).

(iv) Cause. Except in circumstances in which the provisions of Section 5(c)(vi) apply, “**Cause**” shall have the meaning assigned to it in the Plan.

(v) Good Reason. Except in circumstances in which the provisions of Section 5(c)(vi) apply, “**Good Reason**” shall mean the Participant’s resignation of employment in connection with or based upon (A) a material diminution in Participant’s responsibilities, duties or authority; (B) a material diminution in Participant’s base compensation; (C) assignment of Participant to a principal office located beyond a 50-mile radius of Participant’s then current work place, or (D) a material breach by Company of any material provision of this Award Agreement, in each case without the Participant’s written consent, but only if: the Participant provides Company with written notice of the existence of one or more of the aforementioned conditions and his intention to resign for Good Reason based thereon; such notice is delivered to the Company within 60 days after the initial existence of any such condition(s); and the Company fails to remedy each such condition constituting the basis for such Good Reason resignation (as described in the Participant’s notice) within 30 days of the date of that notice. For purposes of this Award Agreement, if the Company does not remedy the condition(s) constituting the stated basis for the Good Reason resignation within such 30 day period, the Participant’s employment with Company shall terminate on the date that is 31 days following the date of Participant’s notice.

(vi) Alternate Definitions. If at any time on the date of the Participant’s Termination, all of the principal terms of Participant’s employment with the Company are subject to an employment agreement that defines “cause” and/or “good reason” (or a term that is substantially similar in function) with respect to an event of termination of employment, then the term “Good Reason” or “Cause”, as the case may be, as used in this Award Agreement shall have the meaning, and shall be subject to conditions and requirements as prescribed for “good reason” or “cause”, as the case may be (or the term that is substantially similar in function) as provided in that employment agreement, but only if applying such meaning and such provisions under this Award Agreement would not have any adverse effect under Section 409A of the Code and only if and as the Committee so chooses and determines in its sole discretion.

## 6. **Committee Determinations.**

(a) Certification Requirement. No shares of Restricted Stock or any rights to dividends accrued on such Restricted Stock shall vest unless the Committee certifies in writing that the

Performance Goal and all other applicable conditions and requirements of this Award Agreement and the Plan have been satisfied and the resulting number of shares of Restricted Stock that vested under this Award Agreement.

(b) **Certification Date.** “*Certification Date*” means the date the Committee makes the certification described in [Section 6\(a\)](#) or determines the requirements for such certification have not been or cannot be met, which date shall be no later than 2 1/2 months from the last day of the Performance Period; provided, however, that if the Performance Goal is achieved during the Performance Period and prior to the consummation of a Change of Control, the Certification Date shall be not later than immediately before the consummation of the Change of Control.

**7. Ownership Rights.** Subject to any reservations, conditions or restrictions set forth in this Award Agreement and/or the Plan, upon grant to Participant of the Restricted Stock, Participant shall be entitled to all voting rights applicable to the Restricted Stock during the Restricted Period. In the event of forfeiture of shares of Restricted Stock, the Participant shall have no further rights with respect to such Restricted Stock and shall forfeit all rights to any dividends in respect of such forfeited shares of Restricted Stock.

**8. Reorganization of the Company.** The existence of this Award Agreement shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company’s capital structure or its business; any merger or consolidation of the Company; any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Restricted Stock or the rights thereof; the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

**9. Certain Restrictions.** By executing this Award Agreement, Participant acknowledges that he will enter into such written representations, warranties and agreements and execute such documents as the Company may reasonably request in order to comply with the securities law or any other applicable laws, rules or regulations, or with this Award Agreement or the terms of the Plan.

**10. Amendment and Termination.** This Award Agreement or the Plan may be amended or terminated in accordance with the terms of the Plan.

**11. Taxes and Withholdings.**

(a) **Tax Consequences.** The granting, vesting and/or sale of all or any portion of the Restricted Stock may trigger tax liability. Participant agrees that he shall be solely responsible for any such tax liability. Participant is encouraged to contact his tax advisor to discuss any tax implications which may arise in connection with the Restricted Stock.

(b) **Withholding.** Participant acknowledges that the vesting of Restricted Stock granted pursuant to this Award Agreement, the making of an election under Section 83(b) of the Code and the vesting and payment of any accrued dividends may result in federal, state or local tax withholding obligations. Participant understands and acknowledges that the Company will not deliver shares of Common Stock or make any payment of accrued dividends until it is satisfied that appropriate arrangements have been made to satisfy any tax obligation under this Award Agreement or the Plan and agrees to make appropriate arrangements suitable to the Company for satisfaction of all tax withholding obligations. Further, Participant hereby agrees and grants to the Company the right to withhold from any payments or amounts of compensation, payable in cash or otherwise, in order to meet any tax withholding obligations under this Award Agreement or the Plan. As such, if the Company requests that Participant take any action required to effect any action described in this [Section 11](#) and to satisfy the tax withholding obligation pursuant to this Award Agreement and the Plan, Participant hereby agrees to promptly take any such action.

(c) **Section 83(b).** Participant understands that any election under Section 83(b) of the Code, with regard to the Restricted Stock must be made within thirty (30) days of the Grant Date and that, in the event of such election, Participant will so notify the Company in writing on or before such date.

**12. No Guarantee of Tax Consequences.** The Company, Board and Committee make no commitment or guarantee to Participant that any federal, state or local tax treatment will apply or be available to any person eligible for benefits under this Award Agreement and assumes no liability whatsoever for the tax consequences to Participant.

**13. Condition and Consideration.** The Company is entering into this Award Agreement with Participant, in part, as consideration for the execution by Participant and/or continued enforceability of the Company's Proprietary Information and Inventions and Non-Competition Agreement.

**14. Severability.** In the event that any provision of this Award Agreement is, becomes or is deemed to be illegal, invalid, or unenforceable for any reason, or would disqualify the Plan or this Award Agreement under any law deemed applicable by the Board or the Committee, such provision shall be construed or deemed amended as necessary to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Board or the Committee, materially altering the intent of the Plan or this Award Agreement, such provision shall be stricken as to such jurisdiction, the Participant or this Award Agreement, and the remainder of this Award Agreement shall remain in full force and effect.

**15. Terms of the Plan Control.** This Award Agreement and the underlying Award are made pursuant to the Plan. Notwithstanding anything in this Award Agreement to the contrary, the terms of the Plan, as amended from time to time and interpreted and applied by the Committee, shall govern and take precedence.

**16. Governing Law.** This Award Agreement shall be construed in accordance with (excluding any conflict or choice of law provisions of) the laws of the State of Delaware to the extent federal law does not supersede and preempt Delaware law.

**17. Consent to Electric Delivery; Electronic Signature.** Except as otherwise prohibited by law, in lieu of receiving documents in paper format, Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, prospectuses, prospectuses supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet to which Participant has access. Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that his electronic signature is the same as, and shall have the same force and effect as, his manual signature.

*[signature blanks follow]*

Executed: \_\_\_\_\_ .

**FIBERTOWER CORPORATION**

By: \_\_\_\_\_  
Kurt Van Wagenen  
CEO

Accepted: \_\_\_\_\_ .

**PARTICIPANT:**

\_\_\_\_\_  
[PARTICIPANT NAME INSERT HERE]

Address:  
\_\_\_\_\_  
[PARTICIPANT ADDRESS OF ]  
\_\_\_\_\_  
RECORD INSERT HERE]

**EXHIBIT A**

**Assignment Separate from Certificate**

FOR VALUE RECEIVED, \_\_\_\_\_ hereby sells, assigns and transfers unto FiberTower Corporation, a Delaware corporation (the "Company"), \_\_\_\_\_ ( \_\_\_\_\_ ) shares of common stock of the Company represented by Certificate No. \_\_\_\_\_ and does hereby irrevocably constitute and appoint \_\_\_\_\_, or his designee or successor, as attorney to transfer the said stock on the books of the Company with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**INSTRUCTIONS:** PLEASE DO NOT FILL IN ANY BLANKS OTHER THAN THE SIGNATURE LINE. THE PURPOSE OF THIS ASSIGNMENT IS TO ENABLE THE COMPANY TO EXERCISE ITS "REPURCHASE OPTION" SET FORTH IN THE AWARD AGREEMENT WITHOUT REQUIRING ADDITIONAL SIGNATURES ON THE PART OF THE PURCHASER.