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1919 Pennsylvania Avenue N.W.
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kchalm@dwt.com

REDACTED – FOR PUBLIC INSPECTION

November 27, 2015

VIA ECFS
Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Re: *Applications of SprintCom, Inc., Shenandoah Personal Communications, LLC, and NTELOS Holdings Corp. for Consent To Assign Licenses and Transfer Control of Long-Term De Facto Transfer Spectrum Leasing Arrangements (WT Docket No. 15-262)*

Dear Ms. Dortch:

Pursuant to the instructions set forth in the Commission's General Information Request dated November 13, 2015 ("Request") and the Protective Order adopted in this proceeding, enclosed please find the response of Shenandoah Personal Communications, LLC ("Shentel") to the Request.

Consistent with the directions set forth in the Request and Protective Order, two unredacted copies of this response, and an electronic version submitted on two CD-ROMs, are being hand delivered to Ms. Linda Ray of the Wireless Telecommunications Bureau. One unredacted copy of this response is also being filed with the Secretary's Office. Copies of the redacted submission have also been filed on ECFS and served via email to the Commission personnel designated in the Request. Please direct any questions to the undersigned counsel for Shentel.

Sincerely,

K.C. Halm

cc: Linda Ray (linda.ray@fcc.gov)
Stacy Ferraro (stacy.ferraro@fcc.gov)
Jim Bird (TransactionTeam@fcc.gov)

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In the Matter of	)	
	)	
Applications of SprintCom, Inc.,	)	WT Docket No. 15-262
Shenandoah Personal Communications, LLC,	)	
and NTELOS Holdings Corp. for Consent To	)	
Assign Licenses and Transfer Control of	)	
Long-Term De Facto Transfer Spectrum	)	
Leasing Arrangements	)	

RESPONSE OF SHENANDOAH PERSONAL COMMUNICATIONS, LLC TO GENERAL INFORMATION REQUEST DATED NOVEMBER 13, 2015

November 27, 2015

Response of
Shenandoah Personal Communications, LLC
to General Information Request Dated November 13, 2015

November 27, 2015

Introduction

In response to the letter dated November 13, 2015 from Roger C. Sherman, Chief, Wireless Telecommunications Bureau, and the accompanying General Information Request ("Information Request"), Shenandoah Personal Communications, LLC ("Shentel" or "Company"), Central Index Key ("CIK") # 0000354963[1] provides the following answers and responsive documents, as applicable. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Definitions section of the Information Request.

Shentel has based its responses on a review of available documents that are reasonably likely to contain responsive information and on inquiries of those individuals and available sources that are likely to have relevant information. In certain cases, Shentel does not maintain in the ordinary course of business some of the information requested, or does not maintain the information in the precise manner requested.

The narratives, attachments and submitted data contain certain material that is extremely sensitive from a commercial, competitive and financial perspective, and that, in the normal course of its business, Shentel would not reveal to the public, to its competitors or to other third parties. Shentel is submitting these responses on a Highly Confidential basis pursuant to the Protective Order issued in this proceeding on November 13, 2015.[2] Redacted submissions are marked, "**REDACTED – FOR PUBLIC INSPECTION,**" and are being filed electronically in the Commission's Electronic Comment Filing System ("ECFS"). In these public redacted submissions, Shentel has redacted Highly Confidential Information and marked the redactions with "**{{BEGIN HIGHLY CONFIDENTIAL}} … {{END HIGHLY CONFIDENTIAL}}**." The Highly Confidential, unredacted submissions are marked "**CONTAINS {{HIGHLY CONFIDENTIAL}} AND [[CONFIDENTIAL]] INFORMATION – SUBJECT TO PROTECTIVE ORDER IN WT DOCKET NO. 15-262 BEFORE THE FEDERAL COMMUNICATIONS COMMISSION**" and are being delivered to the Secretary, with additional copies being delivered to Staff, as instructed in the Information Request and Protective Order.

Any inadvertent inclusion of material subject to the attorney-client, attorney work-product, or other applicable privilege does not constitute a waiver of that privilege. Shentel requests the return or destruction of all confidential material at the conclusion of this proceeding.

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[1] This CIK is assigned to Shentel's parent company, Shenandoah Telecommunications Company.

[2] *Applications of SprintCom, Inc., Shenandoah Personal Communications, LLC, and NTELOS Holdings Corp. for Consent To Assign Licenses and Transfer Control of Long-Term De Facto Transfer Spectrum Leasing Arrangements,* WT Docket No. 15-262, Protective Order DA 15-1300 (November 13, 2015) ("Protective Order").

RESPONSES

1. REQUEST:

Provide a current organization chart and personnel directory for each of the Company's facilities or divisions involved in any activity relating to any relevant product or any relevant service in any Relevant Area.

RESPONSE:

A current organizational chart and personnel directory, which identifies the relevant Shentel personnel holding managerial responsibility for activities related to the proposed transaction, is attached as SHENTEL-FCC-1-01-000001. The chart identifies Shentel departments and operational groups, along with the relevant VP/Director for each, and also includes the number of reports for each department/group. The personnel directory includes the names of key decision-makers for each department/group, as listed in the organizational chart.

2. REQUEST:

On page 4 of the Public Interest Statement, the Applicants contend that consumers will benefit from this transaction by "planned new infrastructure investments, enhanced wireless coverage, improved service quality, broader variety of service plans and handsets, expanded roaming opportunities, and the expansion of service to new areas." Explain, and describe in detail, the benefits of the Proposed Transaction. For each benefit identified, state the steps that the Company anticipates taking to achieve the benefit, and the estimated time and costs required to achieve it. Provide all documents relied on in preparing the response.

RESPONSE:

Shentel respectfully requests an additional seven days to respond to this request. Additional time is required to gather all relevant information, facts and documents necessary to respond to this request.

3. REQUEST:

On page 5 of the Public Interest Statement, the Applicants claim that "Shentel's acquisition of NTELOS and subsequent assignment of spectrum licenses/leases to Sprint will provide Shentel, operating as a Sprint affiliate, with the increased incentive and ability to make significant upgrades to the existing NTELOS network." For each Relevant Area provide:

a. *A detailed description of the Company's affiliate program with Sprint, including a description of the responsibilities of each Party.*

b. *A detailed description of any other agreement of the Company with Sprint related to the provision of mobile service using spectrum being transferred as part of the Proposed Transaction.*

c. *A detailed discussion of the Company's plans, absent the Proposed Transaction, to provide high-quality, high-speed wireless broadband services, including a detailed description of any planned deployment of LTE, including locations within the Relevant Area and associated time frames, as well as the spectrum bands and the total amount of spectrum used for LTE deployment.*

d. *A detailed description of the Company's plans for upgrading the existing NTELOS network, including locations within the Relevant Area and associated time frames, as well as the spectrum bands and the total amount of spectrum to be used for LTE deployment.*

e. *A detailed description of the Company's increased incentive and ability to make significant upgrades, including why the Company could not improve or expand its existing network absent the Proposed Transaction*

Provide all documents relied on in preparing the responses to 3(a)-3(e). Provide separate responses to each of 3(a)-3(e).

RESPONSE:

Shentel respectfully requests an additional seven days to respond to this request. Additional time is required to gather all relevant information, facts and documents necessary to respond to this request.

4. REQUEST:

On page 5 of the Public Interest Statement, the Applicants state that "[f]or a period of up to twenty-four months following closing, existing NTELOS customers may keep their existing handsets and will be transitioned to Sprint rate plans that will be, for the vast majority of subscribers, identical or substantially similar to their existing NTELOS service plans." Further, on page 13 of the Public Interest Statement, the Applicants state that "NTELOS customers will also have access to a broader array of handsets and service plans, including the many options that are available to Shentel customers through its affiliation with Sprint." In addition, "[c]urrent subscribers for whom substantially similar rate plans cannot be created will be able to choose a different rate plan offered by Sprint and Shentel. Following a transition period, all customers will be transitioned to a more robust service delivery platform, which will permit Shentel and Sprint to provide greater service options, expanded handsets, and enhanced features." Describe in detail the transition of NTELOS's existing customers and the Company's role in effectuating the transition, including:

a. A projected timeline for the transition of all NTELOS customers.

b. A detailed description of how Lifeline customers, if any, would be transitioned.

c. Provide all plans, analyses, and reports discussing customer migration and transition of customers.

d. Provide separate responses for prepaid and postpaid customers to the questions above. Provide all documents relied on in preparing the responses to 4(a)-4(b).

RESPONSE:

Shentel respectfully requests an additional seven days to respond to this request. Additional time is required to gather all relevant information, facts and documents necessary to respond to this request.

5. REQUEST:

Provide full and complete copies of any lease, merger, or affiliation agreement and any side or letter agreements or other related agreements (and all amendments and attachments) that the Parties have entered into that relate to the Proposed Transaction.

RESPONSE:

Documents responsive to this request are attached as SHENTEL-FCC-1-05-000002 to SHENTEL-FCC-1-05-000374.

6. REQUEST:

Provide polygons in an ESRI shapefile format representing geographic coverage for Shentel in each Relevant Area, including each mobile broadband network technology (e.g., CDMA, EV-DO, EV-DO Rev. A, GSM, EDGE, UMTS, HSPA, HSPA+, LTE) deployed in each frequency band (e.g., Lower 700 MHz, SMR, Cellular, AWS-1, PCS, EBS/BRS). Provide all assumptions, methodology (e.g., propagation, projection, field measurements), calculations (including link budgets), tools (e.g., predictive and field measurements) and data (e.g., terrain, morphology, buildings) used in the production of the polygons, and identify the propagation tool used, the propagation model used within that tool, including but not limited to, the coefficients used in the model and any additions, corrections or modifications made to the model.

RESPONSE:

Shentel incorporates by reference the narrative response and attachments included in SprintCom, Inc.'s ("Sprint") response to Sprint Question 7 (ESRI GIS shapefiles). Due to the nature of the parties' affiliate arrangement and the responsibilities of each party under that arrangement, Sprint is the party that maintains detailed mapping data that is responsive to this question.

7. REQUEST:

Provide the Company's quarterly subscriber data, as specified in Attachment A.

RESPONSE:

Shentel incorporates by reference the narrative response and attachments included in Sprint's response to Sprint Question 8 (subscriber data). Due to the nature of the parties' affiliate arrangement and the responsibilities of each party under that arrangement, Sprint is the party that maintains detailed subscriber data that is responsive to this question.

8. REQUEST:

Provide the Company's quarterly porting data, as specified in Attachment B.

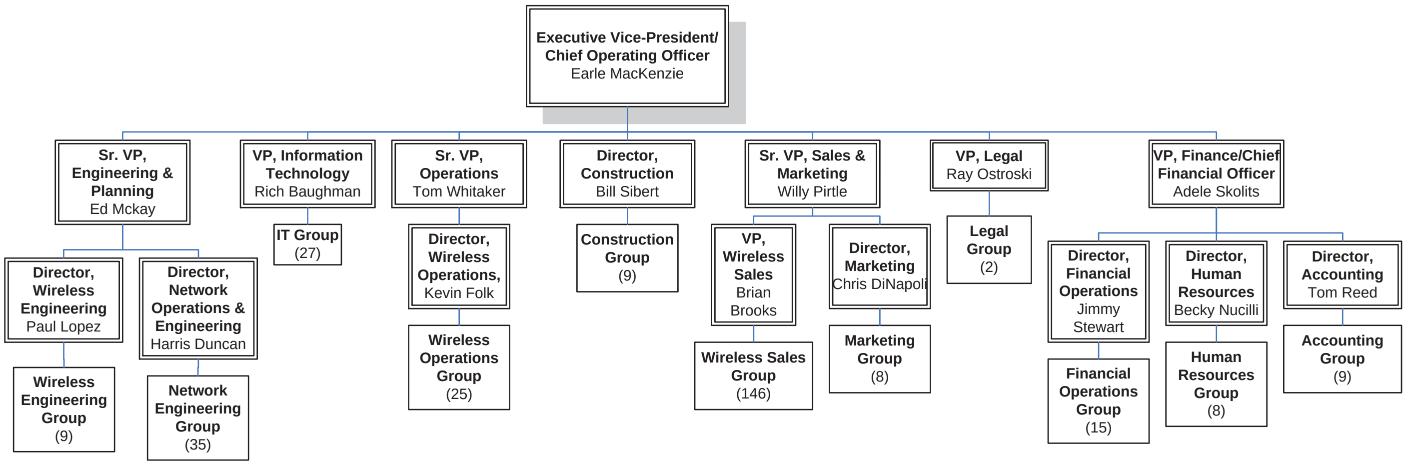
RESPONSE:

Shentel incorporates by reference the narrative response and attachments included in Sprint's response to Sprint Question 9 (porting data). Due to the nature of the parties' affiliate arrangement and the responsibilities of each party under that arrangement, Sprint is the party that maintains detailed number porting data that is responsive to this question.

The following documents are responsive to Commission's General Information Request Question 1.

Custodian: Raymond B. Ostroski

Shenandoah Personal Communications, LLC



Name	Title
1. Earle MacKenzie	Executive Vice-President/Chief Operating Officer
2. Ed McKay	Sr. VP, Engineering & Planning
3. Paul Lopez	Director, Wireless Engineering
4. Harris Duncan	Director, Network Operations & Engineering
5. Rich Baughman	VP, Information Technology
6. Tom Whitaker	Sr. VP, Operations
7. Kevin Folk	Director, Wireless Operations
8. Bill Sibert	Director, Construction
9. Willy Pirtle	Sr. VP, Sales & Marketing
10. Brian Brooks	VP, Wireless Sales
11. Chris DiNapoli	Director, Marketing
12. Ray Ostroski	VP, Legal
13. Adele Skolits	VP, Finance/Chief Financial Officer
14. Jimmy Stewart	Director, Financial Operations
15. Becky Nucilli	Director, Human Resources
16. Tom Reed	Director, Accounting

The following documents are responsive to Commission's General Information Request Question 5.

Custodian: Raymond B. Ostroski

AGREEMENT AND PLAN OF MERGER

dated as of August 10, 2015

by and among

SHENANDOAH TELECOMMUNICATIONS COMPANY,

GRIDIRON MERGER SUB, INC.

and

NTELOS HOLDINGS CORP.

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of August 10, 2015 (this "Agreement"), by and among SHENANDOAH TELECOMMUNICATIONS COMPANY, a Virginia corporation ("Parent"), GRIDIRON MERGER SUB, INC., a Delaware corporation and a direct wholly owned subsidiary of Parent ("Merger Sub"), and NTELOS HOLDINGS CORP., a Delaware corporation (the "Company").

RECITALS

WHEREAS, the Board of Directors of the Company (the "Company Board") and the Board of Directors of Merger Sub (the "Merger Sub Board") each deem it in the best interests of their respective stockholders to consummate the merger (the "Merger"), on the terms and subject to the conditions set forth in this Agreement, of Merger Sub with and into the Company in which the Company would become a direct wholly owned subsidiary of Parent, and such Boards of Directors have approved this Agreement, declared its advisability and recommended that this Agreement be adopted by the stockholders of the Company or Merger Sub, as the case may be;

WHEREAS, concurrently with the execution and delivery of this Agreement, as a condition and inducement to Parent's and Merger Sub's willingness to enter into this Agreement and incur the obligations set forth herein, certain stockholders of the Company are entering into a Voting Agreement with Parent and the Company (the "Voting Agreement"), pursuant to which, upon the terms and conditions set forth therein, such stockholders have agreed to vote their shares of Company Common Stock in favor of the adoption of this Agreement, and the Company Board has authorized and approved the entry into the Voting Agreement by the parties thereto; and

WHEREAS, Parent, Merger Sub and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Acceptable Confidentiality Agreement" has the meaning set forth in Section 6.02(f)(i).

"Adverse Regulatory Condition" has the meaning set forth in Section 7.04(b).

"Affiliate" means, with respect to any Person, another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person. For purposes of this definition, the term "control" (including the correlative terms "controlling," "controlled by" and "under common control with"), means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise.

"Agreement" has the meaning set forth in the preamble hereto.

"Alternative Financing" has the meaning set forth in Section 7.10(b).

"Alternative Transaction Agreement" has the meaning set forth in Section 6.02(a).

"Alternative Transaction Proposal" has the meaning set forth in Section 6.02(f)(ii).

"Applicable Tax Law" means any applicable Law relating to Taxes (including regulations and other official pronouncements of any Governmental Entity or political subdivision of such jurisdiction charged with interpreting such applicable Law).

"Appraisal Shares" has the meaning set forth in Section 3.02.

"Benefit Reduction" has the meaning set forth in Section 7.04(e).

"Business Day" means any day, other than (a) any Saturday or Sunday, (b) any other day on which banks in New York, New York are authorized or required by Law to be closed for business or (c) any day on which the Office of the Secretary of State of the State of Delaware is closed for business.

"Certificate" or "Certificates" mean the certificate or certificates, or evidence of shares in book-entry form, that immediately prior to the Effective Time represent outstanding shares of Company Common Stock.

"Certificate of Merger" means a certificate of merger to be filed with the Secretary of State of the State of Delaware to effect the Merger.

"Change of Recommendation" has the meaning set forth in Section 6.02(d).

"Change of Recommendation Notice" has the meaning set forth in Section 6.02(d)(i).

"Closing" means the closing of the Merger.

"Closing Date" means the date on which the Closing occurs.

"Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Communications Act" has the meaning set forth in Section 4.05.

"Company" has the meaning set forth in the preamble hereto.

"Company Board" has the meaning set forth in the recitals hereto.

"Company Bylaws" means the amended and restated bylaws of the Company, as amended to the date of this Agreement.

"Company Capital Expenditure Plans" means the lists of projected capital expenditures for the Company for 2015 and 2016 included in Section 6.01 of the Company Disclosure Schedule.

"Company Capital Stock" means the Company Common Stock and the Company Preferred Stock.

"Company Charter" means the amended and restated certificate of incorporation of the Company, as amended to the date of this Agreement.

"Company Common Stock" means the Common Stock, par value $0.01 per share, of the Company.

"Company Disclosure Schedule" means the disclosure schedule delivered by the Company to Parent and Merger Sub concurrently with the execution of this Agreement.

"Company Employees" has the meaning set forth in Section 7.08(a).

"Company Equity Awards" means Company Stock Options, Company Restricted Stock Awards and Company Performance Stock Unit Awards that are granted under the Company Equity Plans.

"Company Equity Plans" means the NTELOS Holdings Corp. 2010 Equity and Cash Incentive Plan, the NTELOS Holdings Corp. Amended and Restated Equity Incentive Plan and the NTELOS Holdings Corp. Non-Employee Director Equity Plan.

"Company Final Order Waiver" means (a) the Required Regulatory Approval from the FCC has been obtained, (b) the Company waives in writing the requirement of a Final Order as a condition to Closing set forth in Section 8.01(b) with respect thereto and (c) the Closing has not occurred within five (5) Business Days of delivery by the Company of such waiver.

"Company Material Adverse Effect" means any (a) change, event or effect that is material and adverse to the financial condition, results of operations, properties, assets or business of the Company and the Company Subsidiaries, taken as a whole, or (b) material adverse effect on the ability of the Company to consummate the Merger; provided, however, that for purposes of clause (a), no change, event or effect relating to, arising out of or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Company Material Adverse Effect: (i) a change arising out of any legislation or any other enactment by any Governmental Entity, including any rule, regulation or policy of the FCC; (ii) general conditions applicable to the economy, financial markets, currency markets or commodity markets, whether foreign, domestic or global (including trade embargoes and changes in interest rates); (iii) acts of God (including earthquakes, hurricanes, tornados or other natural disasters), acts of war, armed hostilities, terrorism, sabotage or civil unrest; (iv) the announcement or disclosure of the existence or terms of this Agreement or the Merger including any impact thereof (A) on relationships, contractual or otherwise, with customers, suppliers, distributors, partners or employees or (B) resulting in any decrease in subscribers; (v) conditions affecting the wireless telecommunications industry generally; (vi) changes in GAAP; (vii) the taking of any action contemplated by this Agreement or consented to in writing by Parent; (viii) changes in the market price of any of the Company's securities (provided that the underlying causes of any such changes are not excluded by this clause (viii)); (ix) any failure, in itself, by the Company to meet any internal or external projections or forecasts (provided that the underlying causes of any such failure are not excluded by this clause (ix)); (x) any actions taken by Sprint in connection with the Merger, the Sprint Transactions or otherwise in connection with the transactions contemplated by this Agreement; or (xi) any impairment, in itself, determined in accordance with GAAP to the carrying value of the assets of the Company or any Company Subsidiary resulting from an analysis made due to the announcement or disclosure of the existence or terms of this Agreement or the Merger or in connection with the annual impairment testing done by the Company (it being understood that any effects on the condition of any such assets is not excluded by this clause (xi); unless, in the case of clause (i), (ii), (iii) or (v), any such change, event or effect disproportionately adversely affects the Company and the Company Subsidiaries, taken as a whole, compared to other companies operating in the wireless telecommunications industry.

"Company Performance Stock Unit Award" means an award granted under a Company Equity Plan that entitles the holder to receive one or more shares of Company Common Stock that becomes payable based on Company performance goals subject to the terms and conditions of the applicable award agreement and the applicable Company Equity Plan.

"Company Permits" has the meaning set forth in Section 4.13(b).

"Company Plans" has the meaning set forth in Section 4.10(a).

"Company Preferred Stock" means the Preferred Stock, par value $1.00 per share, of the Company.

"Company Privacy Policy" has the meaning set forth in Section 4.15(h).

"Company Related Party" means the Company, each of the Company Subsidiaries and any former, current or future direct or indirect equity holder, controlling person, stockholder, director, officer, employee, member, manager, agent or Affiliate thereof, or any former, current or future direct or indirect equity holder, controlling person, stockholder, director, officer, employee, member, manager, agent or Affiliate of any of the foregoing.

"Company Restricted Stock Award" means an award granted under a Company Equity Plan that grants the holder a share of Company Common Stock subject to the terms and conditions of the applicable award agreement and the applicable Company Equity Plan.

"Company Retained Qualifiers" means all qualifications and exceptions relating to materiality, Company Material Adverse Effect or words of similar import contained in Sections 4.06(a), 4.06(b), 4.07, 4.10(a), 4.14(a) and 4.15(c) solely with respect to the requirement to provide information on the Company Disclosure Schedule to the extent that the absence of such qualifications or exceptions would cause the Company Disclosure Schedule provided to Parent to be inaccurate or incomplete.

"Company SEC Documents" means all reports, schedules, forms, statements, exhibits and other documents required to be filed with or furnished to the SEC by the Company since January 1, 2012.

"Company Stock Option" means any option to purchase Company Common Stock granted under a Company Equity Plan, subject to the terms and conditions of the applicable award agreement and the applicable Company Equity Plan.

"Company Stockholder Approval" has the meaning set forth in Section 4.04(c).

"Company Stockholders Meeting" has the meaning set forth in Section 7.01.

"Company Subsidiaries" means the Subsidiaries of the Company set forth in Section 4.02 of the Company Disclosure Schedule.

"Company Termination Fee" has the meaning set forth in Section 9.02(b).

"Confidentiality Agreement" means the non-disclosure agreement, dated September 10, 2014, between the Company and Parent.

"Consent" means any consent, approval, license, Permit, Order or authorization.

"Continuing Employee" has the meaning set forth in Section 7.08(b).

"Contract" means any written or oral contract, lease, license, indenture, note, bond, mortgage, agreement, instrument or other binding arrangement.

"Customer Agreement" means (a) a Contract between the Company or any Company Subsidiary, on the one hand, and an Individual Customer, on the other hand, or (b) an Enterprise Customer Agreement.

"Cut-Off Time" has the meaning set forth in Section 9.01(d)(iv).

"Debt Commitment Letter" has the meaning set forth in Section 5.05.

"Debt Financing" has the meaning set forth in Section 5.05.

"Debt Financing Documents" means the agreements, documents and certificates contemplated by the Debt Financing, including: (a) all credit agreements, loan documents, and security documents pursuant to which the Debt Financing will be governed or contemplated by the Debt Commitment Letter; (b) customary officer, secretary, solvency and perfection certificates contemplated by the Debt Commitment Letter or reasonably requested by Parent or its Financing Sources; (c) all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the U.S.A. PATRIOT Act of 2001; and (d) customary agreements, documents or certificates that facilitate the creation, perfection or enforcement of Liens securing the Debt Financing contemplated by the Debt Commitment Letter as are reasonably requested by Parent or its Financing Sources; provided, that, for the avoidance of doubt, neither the Company nor any Company Subsidiary shall be required to execute any Debt Financing Document prior to Closing that is not expressly conditioned upon the consummation of the Merger and that does not terminate without liability to the Company or any of its Affiliates upon the termination of this Agreement.

"DGCL" means General Corporation Law of the State of Delaware, as amended.

"Effective Time" has the meaning set forth in Section 2.03.

"Employee Stock Purchase Plan" means the NTELOS Holdings Corp. Employee Stock Purchase Plan, as amended and restated as of May 1, 2014.

"Enterprise Agreement" means a Contract between the Company or any Company Subsidiary, on the one hand, and an Enterprise Customer, on the other hand.

"Enterprise Customer" means any business, enterprise or public sector customer of the Company or any Company Subsidiary.

"Environmental Laws" means all Laws relating to the environment, preservation or reclamation of natural resources, the presence, management or Release of, or exposure to, Hazardous Materials, or to human health and welfare, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.), each of their state and local counterparts or equivalents, each of their foreign and international equivalents and any transfer of ownership notification or approval statute (including the Industrial Site Recovery Act (N.J. Stat. Ann. § 13:1K-6 et seq.), as each has been amended and the regulations promulgated pursuant thereto.

"Environmental Liabilities" means, with respect to any Person, all liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including all fees, disbursements and expenses of counsel, experts and consultants and costs of investigation and feasibility studies), fines, penalties, sanctions and interest incurred as a result of any claim or demand by any other Person or in response to any violation of Environmental Law, whether known or unknown, accrued or contingent, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, to the extent based upon, related to, or arising under or pursuant to any Environmental Law, environmental permit, order or agreement with any Governmental Entity or other Person, which relates to any environmental, health or safety condition, violation of Environmental Law or a Release or threatened Release of Hazardous Materials.

"Equity Award Cancellation Time" means the moment in time immediately prior to the Effective Time.

"ERISA" means the Employment Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means, with respect to any Person, any corporation, trade or business which, together with such Person, is, or during the preceding six (6) years was, a member of a controlled group of corporations or a group of trades or businesses under common control within the meaning of Section 414 of the Code.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Fund" has the meaning set forth in Section 3.03(a).

"Facilities" means all buildings, improvements and fixtures located on any Real Property.

"FAA" has the meaning set forth in Section 4.25(c).

"FCC" has the meaning set forth in Section 4.05.

"FCC Application" has the meaning set forth in Section 7.04(b).

"FCC Licenses" has the meaning set forth in Section 4.25(a).

"FCC Rules" has the meaning set forth in Section 4.05.

"Fee Letters" has the meaning set forth in Section 5.05.

"Filed Company SEC Documents" means all Company SEC Documents that were filed and publicly available on or after January 1, 2013 and prior to the date of this Agreement.

"Final Order" means an action or decision that has been granted by the FCC or other applicable Government Entity as to which (a) no request for a stay or any similar request is pending, no stay is in effect, the action or decision has not been vacated, reversed, set aside, annulled or suspended and any deadline for filing such a request that may be designated by statute or regulation has passed; (b) no petition for rehearing or reconsideration or application for review is pending and the time for the filing of any such petition or application has passed; (c) no Governmental Entity has undertaken to reconsider the action or decision on its own motion and the time within which it may effect such reconsideration has passed; and (d) no appeal is pending (including other administrative or judicial review) or in effect and any deadline for filing any such appeal that may be designated by statute or rule has passed.

"Financial Statements" means the consolidated financial statements of the Company and the Company Subsidiaries contained in the Company SEC Documents and any consolidated financial statements of the Company and the Company Subsidiaries filed with the SEC after the date hereof, including in each case the footnotes thereto.

"Financing Conditions" means the conditions precedent to the Debt Financing explicitly set forth in the Debt Commitment Letter as in effect on the date hereof or as amended in accordance with the terms hereof.

"Financing Deliverables" means the following documents to be delivered in connection with the Debt Financing: (a) reasonable or customary perfection certificates required in connection with the Debt Financing, corporate organizational documents and good standing certificates for the Company and the Company Subsidiaries that are guarantors under the Debt Financing in their respective jurisdictions of formation/organization or other material jurisdictions; (b) customary evidence of property and liability insurance of the Company and the Company Subsidiaries, including flood insurance for all real property that has been determined to be in a special flood hazard area; and (c) customary authorization letters (which shall include a customary negative assurance representation) in connection with the Marketing Material about the Company and the Company Subsidiaries and their securities in the public-side version of documents distributed to prospective lenders (including with respect to the presence or absence of material non-public information about the Company and the Company Subsidiaries in the public-side version of documents distributed to prospective lenders and the accuracy of the information contained therein), provided that such authorization letters shall state that (i) the Company and its Affiliates shall not have any liability of any kind or nature resulting from the use of information contained in the Marketing Material or otherwise in connection with the arranging, marketing or syndicating of the Debt Financing (including the Marketing Efforts), (ii) neither the Company nor any of its Affiliates shall be deemed to have made any representation or warranty in respect of any information contained in the Marketing Material, (iii) the recipient of such authorization letters agrees that the Financing Sources or any other lenders in respect of the Debt Financing shall be entitled to rely only on the representations and warranties contained in any executed Debt Financing Documents and (iv) Merger Sub shall execute a substantially similar authorization letter and confirmation.

"Financing Failure Event" means any of the following: (a) the commitments to provide the Debt Financing in accordance with the Debt Commitment Letter expiring or being terminated, (b) for any reason, the commitments to provide the Debt Financing becoming unavailable or (c) a breach or threatened breach or repudiation or threatened repudiation by any party to the Debt Commitment Letter.

"Financing Sources" means the Persons party to the Debt Commitment Letter that have committed to provide the Debt Financing pursuant to the terms of the Debt Commitment Letter, including any Persons that become committed thereunder pursuant to any joinder agreement thereto entered into in accordance with the terms hereof.

"Flex Letter" has the meaning set forth in Section 5.05.

"Former Company Employees" has the meaning set forth in Section 7.08(a).

"GAAP" means accounting principles generally accepted in the United States.

"Governmental Entity" means any domestic or foreign governmental or regulatory authority, court, agency, department, division, commission, body or other legislative, executive or judicial governmental entity, including any subdivision thereof and any entity specifically designated by Law to administer, manage or oversee any governmental or regulatory program established under federal or state Law.

"Hazardous Materials" means any material, substance of waste that is regulated under or pursuant to any Environmental Law as "hazardous", "toxic", a "pollutant", a "contaminant", "radioactive" or words of similar meaning or effect, including petroleum and its by-products, asbestos, polychlorinated biphenyls, radon, mold, urea formaldehyde insulation, chlorofluorocarbons and all other ozone-depleting substances.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended from time to time.

"Indebtedness" means all indebtedness of the Company and any of the Company Subsidiaries, determined in accordance with GAAP, including (a) borrowed money (other than intercompany indebtedness), (b) notes payable, (c) capital leases, (d) obligations evidenced by letters of credit, (e) obligations under earn out obligations or arrangements creating any obligation with respect to the deferred purchase price of property, (f) interest rate or currency obligations, including swaps, hedges or similar arrangements, and (g) any guarantee of any of the foregoing, but excluding trade payables in the ordinary course of business consistent with past practice.

"Indemnified Parties" has the meaning set forth in Section 7.06(a).

"Individual Customer" means an individual customer of the Company or a Company Subsidiary who is directly liable under his or her contract for service.

"Information" has the meaning set forth in Section 10.12.

"Insurance Policies" has the meaning set forth in Section 4.22.

"Intellectual Property Contracts" has the meaning set forth in Section 4.15(c).

"Intellectual Property Rights" means all of the following (including all right, title or interest in or arising under the Laws of the United States, any state or common law or the Laws of any other country or international treaty associated with): (a) patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (b) trademarks, service marks, trade names, logos, trade dress and domain names, whether or not registered or applied for, and together with all goodwill associated therewith; (c) copyrights, copyright registrations and applications therefor, whether or not registered or applied for; (d) trade secrets (including proprietary know-how, confidential information, technical data and customer lists); (e) computer software (including source code, object code, macros, scripts, algorithms, objects, routines, programs, modules and other components), software tools, data and data bases; and (f) other confidential information (including confidential information in ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, products, processes, techniques, methods, research and development information and results, drawings, engineering drawings, proprietary product, proprietary processes and formulae, technology, samples, specifications, designs, blueprints, schematics, plans, proposals, technical data, promotional material, marketing plans, marketing research, and customer, prospect, dealer and supplier lists and information).

"Interference Consent" means any agreement or arrangement between the Company or any Company Subsidiary, on the one hand, and any other Person, on the other hand, including any present or proposed PCS, cellular or microwave system operator or any PCS, cellular or microwave licensee, conditional licensee or applicant with respect to co-channel and/or adjacent channel interference, the coordination of adjacent market channel use or other matters concerned with the operation of adjacent markets, allowing interference, restricting station operations, licensing or location, or limiting transmission time.

"Intervening Event" has the meaning set forth in Section 6.02(f)(iii).

"IRS" means the United States Internal Revenue Service.

"Knowledge" means (a) with respect to the Company, the actual knowledge, after reasonable inquiry, of Rodney D. Dir, Stebbins B. Chandor Jr., S. Craig Highland, Robert L. McAvoy Jr., Brian J. O'Neil or John Turtora and (b) with respect to Parent, the actual knowledge, after reasonable inquiry, of Christopher E. French, Earle A. MacKenzie, Adele M. Skolits, Raymond B. Ostroski, Willy Pirtle or Ed McKay.

"Law" means all federal, state, local or non-U.S. laws, statutes, ordinances, codes, rules, regulations and decrees of Governmental Entities.

"Leased Real Property" means the real property leased, occupied or used by the Company or any of the Company Subsidiaries pursuant to a Lease, together with all Facilities thereon and all easements, rights of way and other appurtenances thereto.

"Leases" means any and all leases, subleases, concessions, licenses and other similar agreements (whether written or oral) in connection with the occupancy or use of real property, including all amendments, modifications, extensions, renewals, guaranties and other agreements with respect thereto.

"Liens" means pledges, liens, charges, mortgages, deeds of trust, restrictions, covenants, title retention agreements, options, easements, encroachments, encumbrances and security interests of any kind or nature whatsoever.

"Losses" has the meaning set forth in Section 7.06(a).

"Marketing Efforts" means all reasonable and customary activity undertaken in connection with the syndication or other marketing of the Debt Financing, including the reasonable participation by the Company's management team and other Representatives in (a) assisting Parent in preparing the Marketing Material, including a reasonable number of due diligence sessions related thereto, and (b) a reasonable number of customary one-on-one meetings with the parties acting as lead arrangers or agents for, and prospective lenders and purchasers of, the Debt Financing.

"Marketing Material" means customary bank books, marketing material and information memoranda regarding the business, operations, financial condition and projections of the Company and the Company Subsidiaries, including all customary information relating to the transactions contemplated hereunder, to be used by Parent or its Financing Sources in connection with the syndication or other marketing of the Debt Financing.

"Material Contract" has the meaning set forth in Section 4.14(a).

"Material Enterprise Customer Agreement" has the meaning set forth in Section 4.27(f).

"Merger" has the meaning set forth in the recitals hereto.

"Merger Consideration" has the meaning set forth in Section 3.01(c).

"Merger Sub" has the meaning set forth in the preamble hereto.

"Merger Sub Board" has the meaning set forth in the recitals hereto.

"Multiemployer Plan" has the meaning set forth in Section 4001(a)(3) of ERISA.

"Notice Period" has the meaning set forth in Section 6.02(d)(iii).

"Order" means, with respect to any Person, any award, decision, injunction, judgment, stipulation, order, ruling, subpoena, writ, decree, consent decree or verdict entered, issued, made or rendered by any arbitrator or Governmental Entity of competent jurisdiction affecting such Person or any of its assets or properties.

"Other Company Licenses" has the meaning set forth in Section 4.26.

"Outside Date" has the meaning set forth in Section 9.01(b)(i).

"Owned Intellectual Property" has the meaning set forth in Section 4.15(b).

"Owned Real Property" means the real property owned by the Company or any of the Company Subsidiaries, if any, together with all Facilities located thereon and all appurtenances relating thereto.

"Parent" has the meaning set forth in preamble hereto.

"Parent Benefit Plans" has the meaning set forth in Section 7.08(a).

"Parent Board" has the meaning set forth in Section 5.03.

"Parent Material Adverse Effect" means a material adverse effect on the ability of Parent or Merger Sub to consummate the Merger.

"Parent Regulatory Fee" has the meaning set forth in Section 9.02(d).

"Parent Related Parties" means (a) Parent, Merger Sub, the Financing Sources and their respective Affiliates, and their respective officers, directors, employees, agents, successors and assigns; (b) the former, current and future holders of any equity, partnership or limited liability company interest, controlling persons, directors, officers, employees, agents, attorneys, Affiliates, members, managers, general or limited partners, stockholders or assignees of any Person named in clause (a); and (c) any future holders of any equity, partnership or limited liability company interest, controlling persons, directors, officers, employees, agents, attorneys, Affiliates, members, managers, general or limited partners, stockholders or assignees of any of the foregoing.

"Parent Termination Fee" has the meaning set forth in Section 9.02(c).

"Paying Agent" has the meaning set forth in Section 3.03(a).

"Permit" means licenses, franchises, permits, registrations, consents, approvals, orders, certificates, authorizations, declarations and filings.

"Permitted Liens" means (a) statutory Liens of carriers, warehousemen, mechanics, repairmen, workmen and materialmen incurred in the ordinary course of business consistent with past practice for amounts not yet overdue or being contested in good faith in appropriate proceedings with adequate reserves established in accordance with GAAP, (b) Liens for Taxes not yet due and payable or being contested in good faith in appropriate proceedings, (c) Liens securing any Indebtedness of the Company or the Company Subsidiaries existing on the date of this Agreement (or any refinancing thereof) or other Indebtedness not prohibited to be incurred by the Company or any of the Company Subsidiaries under the terms of this Agreement and (d) Liens that, in the aggregate, do not and will not materially interfere with the ability of the Company and the Company Subsidiaries to conduct business as currently conducted or materially reduce the value of the assets or properties that they encumber.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, company, limited liability company, trust, joint venture, estate, association, organization or other entity or Governmental Entity or "group" (as defined in the Exchange Act).

"Personal Information" has the meaning set forth in Section 4.15(h).

"Proceeding" means any action, arbitration, proceeding, litigation or suit (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator.

"Proxy Statement" has the meaning set forth in Section 7.02.

"PUC Rules" has the meaning set forth in Section 4.26(c).

"PUCs" has the meaning set forth in Section 4.05.

"Real Property" means the Owned Real Property and the Leased Real Property.

"Related Party" has the meaning set forth in Section 4.23.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing of or migrating into or through the environment or any natural or man-made structure.

"Representative" means, as to any Person, such Person's Affiliates and its and their directors, officers, members, managers, employees, agents, advisors (including financial advisors, counsel and accountants), stockholders, owners and controlling persons.

"Required Debt Financing Regulatory Approvals" means the receipt of all required Consents of: (a) the Maryland Public Service Commission to authorize the Debt Financing, (b) the Pennsylvania Public Utility Commission to authorize the Debt Financing and (c) the Public Service Commission of West Virginia to authorize the Debt Financing.

"Required Regulatory Approvals" means (a) the termination or expiration of the waiting period (and any extensions thereof) applicable to the consummation of the Merger under the HSR Act, (b) the receipt of all required Consents of: (i) the FCC (x) to transfer control of the Company and each of the Company Subsidiaries that hold FCC Licenses or other Permits to Parent and (y) that are otherwise necessary to implement the transactions contemplated herein, (ii) the Public Service Commission of West Virginia to authorize the Merger and transactions contemplated in the Sprint Transactions and (iii) the State Corporation Commission of the Commonwealth of Virginia authorizing on an interim basis Parent providing the Company and/or any Company Subsidiaries with certain affiliated services as of or after the Closing, (c) receipt of the Required Sprint Regulatory Approvals and (d) receipt of the Required Debt Financing Regulatory Approvals.

"Required Regulatory Notices" means notice of the Merger to (i) the Kentucky Public Service Commission and (ii) the Public Utilities Commission of Ohio.

"Required Sprint Regulatory Approvals" means (a) the termination or expiration of the waiting period (and any extensions thereof) applicable to the consummation of the Sprint Transactions under the HSR Act and (b) the receipt of all required Consents of the FCC (x) to assign from the Company or any of the Company Subsidiaries to Sprint the FCC Licenses as contemplated in the Sprint Transactions and (y) to assign from the Company or any of the Company Subsidiaries to Sprint certain spectrum lease agreements to which the Company or any such Company Subsidiaries are parties as contemplated in the Sprint Transactions.

"Resolution Notice" has the meaning set forth in Section 9.01(d)(iv).

"SEC" means the U.S. Securities and Exchange Commission.

"Section 262" has the meaning set forth in Section 3.02.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Shareholders Agreement" means the Amended and Restated Shareholders Agreement, dated February 13, 2006, among the Company, Quadrangle Capital Partners LP, Quadrangle Select Partners LP, Quadrangle Capital Partners-A LP, Citigroup Venture Capital Equity

Partners, L.P., CVC/SSB Employee Fund, L.P., CVC Executive Fund LLC and the other parties named therein.

"Solvent", when used with respect to any Person, means that, as of any date of determination (a) the amount of the "fair saleable value" of the assets of such Person will, as of such date, exceed the sum of (i) the value of all "liabilities of such Person, including a reasonable estimate of the amount of all contingent and other liabilities," as of such date, as such quoted terms are generally determined in accordance with applicable Law governing determinations of the insolvency of debtors, and (ii) the amount that will be required to pay the probable liabilities of such Person on its existing debts (including a reasonable estimate of the amount of all contingent and other liabilities) as such debts become absolute and mature, (b) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the businesses in which it is engaged, and (c) such Person will be able to pay its liabilities, including contingent and other liabilities, as they mature. For purposes of this definition, "not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged" and "able to pay its liabilities, including contingent and other liabilities, as they mature" means that such Person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet its obligations as they become due.

"SOX Act" has the meaning set forth in Section 4.06(a).

"SPC" means Shenandoah Personal Communications, LLC, a Virginia limited liability company and wholly owned subsidiary of Parent.

"Spectrum Sale Agreement" means that certain License Purchase Agreement, dated as of December 1, 2014, among Richmond 20 MHz, LLC, the Company and T-Mobile License, LLC, as in effect on the date hereof.

"Sprint" means SprintCom, Inc., a Kansas corporation.

"Sprint Agreements" means the Sprint Master Agreement and the other agreements between Sprint and SPC or their respective Affiliates contemplated thereby or executed in connection therewith.

"Sprint Master Agreement" means that certain Master Agreement, dated as of the date hereof, by and between SPC and Sprint.

"Sprint Transactions" means the transactions contemplated by the Sprint Agreements.

"Subscriber" has the meaning set forth in Section 4.24.

"Subsidiary" means, with respect to any Person, any corporation, association, general or limited partnership, company, limited liability company, trust, joint venture, organization or other entity of which more than 50% of (i) the outstanding equity or (ii) the total voting power of shares of capital stock or other interests (including partnership or limited liability company interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by (a) such Person, (b) such Person and one or more Subsidiaries of such Person or (c) one or more Subsidiaries of such Person.

"Superior Proposal" has the meaning set forth in Section 6.02(f)(iv).

"Surviving Corporation" has the meaning set forth in Section 2.01.

"Tax" (including, with correlative meaning, the terms "Taxes" and "Taxable") means all federal, state, local and foreign income, profits, franchise, gross receipts, environmental, customs duty, capital stock, net worth, severance, stamp, transfer tax, payroll, sales, employment, unemployment, Social Security, Medicare, disability, use, real property, personal property, employees' income withholding, foreign or domestic withholding, estimated excise, production, value added, escheat, abandoned/unclaimed property, occupancy and other taxes, duties or assessments of any nature whatsoever, together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions.

"Tax Authority" means, with respect to any Tax, the Governmental Entity that imposes such Tax, and the agency (if any) charged with the collection of such Taxes for such entity or subdivision, including any Governmental Entity that imposes, or is charged with collecting, social security or similar charges or premiums.

"Tax Return" means all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Tax Authority relating to Taxes.

"Tower Sale" means the transactions contemplated by the Tower Sale Agreement.

"Tower Sale Agreement" means that certain Asset Purchase Agreement, dated January 16, 2015, by and among West Virginia PCS Alliance, L.C., Virginia PCS Alliance, L.C., NTelos Licenses Inc., Richmond 20Mhz, LLC and Graincomm I, LLC, as in effect on the date hereof.

"VAE Wind Down" means the exit and wind-down of the Company's network and retail operations in Eastern Virginia in a manner generally consistent with the announcement by the Company on December 2, 2014, including the transactions set forth in the Spectrum Sale Agreement.

"Voting Agreement" has the meaning set forth in the recitals hereto.

"Voting Company Debt" means any bonds, debentures, notes or other Indebtedness of the Company or any Company Subsidiary having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which stockholders of the Company may vote.

"WARN Act" means the Worker Adjustment and Retraining Notification Act and any similar state or local Law requiring advance notice of a plant closing or mass layoff.

ARTICLE II

THE MERGER

Section 2.01 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, at the Effective Time, Merger Sub shall be merged with and into the Company, the separate corporate existence of Merger Sub shall cease and the Company shall be the surviving corporation in the Merger (the "Surviving Corporation").

Section 2.02 Closing. The Closing shall take place at the offices of Mayer Brown LLP, 71 South Wacker Drive, Chicago, Illinois 60606 at 10:00 a.m. (local time) on the fifth Business Day following the satisfaction (or, to the extent permitted by applicable Law, waiver by the parties entitled to the benefits thereof) of the conditions set forth in Article VIII (other than those conditions that by their nature are to be satisfied at or immediately after the Closing, but subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the parties entitled to the benefits thereof) of those conditions at such time), or at such other place, time and date as shall be agreed in writing between Parent and the Company.

Section 2.03 Effective Time; Effects of Merger. Upon the terms and subject to the conditions set forth in this Agreement, as soon as practicable on or after the Closing Date, the parties shall file the Certificate of Merger in such form as is required by, and executed and acknowledged in accordance with, the relevant provisions of the DGCL. The Merger shall become effective at such date and time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or at such subsequent date and time as Parent and the Company shall agree and specify in the Certificate of Merger. The date and time at which the Merger becomes effective is referred to in this Agreement as the "Effective Time". The Merger shall have the effects set forth in the DGCL.

Section 2.04 Certificate of Incorporation and Bylaws. (a) Upon the occurrence of the Effective Time and by virtue of the Merger, the certificate of incorporation of the Company as in effect immediately prior to the Effective Time shall be amended and restated to read in the form of Exhibit A hereto and, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by applicable Law.

(b) Upon the occurrence of the Effective Time, the bylaws of Merger Sub as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or in the certificate of incorporation of the Surviving Corporation or by applicable Law.

Section 2.05 Directors. The directors of Merger Sub immediately prior to the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's certificate of incorporation and bylaws.

Section 2.06 Officers. The officers of Merger Sub shall, from and after the Effective Time, be the officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's certificate of incorporation and bylaws.

ARTICLE III

EFFECT ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS; EXCHANGE OF CERTIFICATES

Section 3.01 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub, the Company or any holder of any shares of Company Common Stock or any shares of capital stock of Merger Sub:

(a) Each issued and outstanding share of capital stock of Merger Sub shall be converted into and become one fully paid and nonassessable share of common stock, par value $0.01 per share, of the Surviving Corporation.

(b) Each share of Company Common Stock that is owned by the Company or any Company Subsidiary (whether held in treasury or otherwise) or Parent or any Subsidiary of Parent shall no longer be outstanding and shall automatically be canceled, and no consideration shall be delivered in exchange therefor.

(c) Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than shares to be canceled in accordance with Section 3.01(b) and any Appraisal Shares) shall be converted automatically into the right to receive $9.25, without interest (referred to herein as the "Merger Consideration"), in cash payable to the holder thereof. All such shares of Company Common Stock, when so converted, shall no longer be outstanding and shall automatically be canceled and retired and each holder of a Certificate shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration upon surrender of such certificate in accordance with Section 3.03, without interest, and except as otherwise provided with respect to unpaid dividends and other distributions in Section 3.04.

Section 3.02 Appraisal Rights. Notwithstanding anything in this Agreement to the contrary, shares (the "Appraisal Shares") of Company Common Stock issued and outstanding immediately prior to the Effective Time that are held by any holder who is entitled to demand and properly demands appraisal of such shares pursuant to, and who complies in all respects with, the provisions of Section 262 of the DGCL ("Section 262") shall not be converted into the right to receive the Merger Consideration as provided in Section 3.01(c), but instead such holder shall be entitled to payment of the fair value of such shares in accordance with the provisions of Section 262. At the Effective Time, the Appraisal Shares shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and each holder of a certificate or evidence of shares in book-entry form that immediately prior to the Effective Time represented Appraisal Shares shall cease to have any rights with respect thereto, except the right to receive the fair value of such shares in accordance with the provisions of Section 262. Notwithstanding the foregoing, if any such holder shall fail to perfect or otherwise shall waive, withdraw or lose the right to appraisal under Section 262 or a court of competent jurisdiction shall determine that such holder is not entitled to appraisal as provided by Section 262, then the right of such holder to be paid the fair value of such holder's Appraisal Shares under Section 262 shall cease and such Appraisal Shares shall be deemed to have been converted at the Effective Time into, and shall have become, the right to receive the Merger Consideration as provided in Section 3.01(c), without interest. The Company shall give prompt notice to Parent of any demands for appraisal of any shares of Company Common Stock, withdrawals of any such demands and any other related instruments served pursuant to the DGCL received by the Company, and Parent shall have the right to participate in and direct all negotiations and proceedings with respect to such demands. The Company shall not, without the prior written consent of Parent, make any payment with respect to, or settle or offer to settle, any such demands, or agree to do or commit to do any of the foregoing.

Section 3.03 Exchange of Certificates. (a) Prior to the Effective Time, Parent shall select and appoint a commercial bank or trust company who shall be reasonably satisfactory to the Company to act as the paying agent (the "Paying Agent") for the payment of the Merger Consideration upon surrender of Certificates. At or prior to the Effective Time, Parent shall deposit with the Paying Agent for the benefit of the holders of shares of Company Common Stock immediately available funds in the amount of the aggregate Merger Consideration under Section 3.01(c) (such cash being hereinafter referred to as the "Exchange Fund"). The Paying Agent shall deliver the Merger Consideration contemplated to be paid pursuant to Section 3.01(c) out of the Exchange Fund.

(b) As soon as reasonably practicable after the Effective Time, Parent shall cause the Paying Agent to mail to each holder of record of a Certificate or Certificates whose shares were converted into the right to receive the Merger Consideration pursuant to Section 3.01(c) (i) a letter of transmittal (which shall be in customary form and specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Paying Agent (or affidavit of loss in lieu thereof in accordance with Section 3.08) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for Merger Consideration. Upon surrender of a Certificate (or affidavit of loss in lieu thereof in accordance with Section 3.08) for cancellation to the Paying Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly executed, and such other documents as may reasonably be required by the Paying Agent, the holder of such Certificate shall be entitled to receive in exchange therefor the Merger Consideration into which the shares of Company Common Stock theretofore represented by such Certificate shall have been converted pursuant to Section 3.01(c), and the Certificate so surrendered shall forthwith be canceled. In the event of a transfer of ownership of Company Common Stock which is not registered in the transfer records of the Company, payment may be made to a Person other than the Person in whose name the Certificate so surrendered is registered, if such Certificate shall be properly endorsed or otherwise be in proper form for transfer and the Person requesting such payment shall (A) pay any transfer or other Taxes required by reason of the payment to a Person other than the registered holder of such Certificate or (B) establish to the reasonable satisfaction of the Surviving Corporation that such Tax has been paid or is otherwise not applicable. Except as otherwise provided with respect to unpaid dividends and other distributions in Section 3.04, until surrendered as contemplated by this Section 3.03, each Certificate (other than Certificates representing Appraisal Shares) shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the Merger Consideration, without interest, as provided in this Agreement. No interest shall be paid or shall accrue on any Merger Consideration payable upon the surrender of any Certificate.

Section 3.04 No Further Ownership Rights in Company Common Stock. The Merger Consideration paid in accordance with the terms of this Article III upon conversion of any shares of Company Common Stock shall be deemed to have been paid in full satisfaction of all rights pertaining to such shares, subject, however, to the Surviving Corporation's obligation to pay any dividends or make any other distributions with a record date prior to the Effective Time that may have been declared or made by the Company on such shares of Company Common Stock in accordance with the terms of this Agreement or prior to the date of this Agreement and which remain unpaid at the Effective Time. After the Effective Time, there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of shares of Company Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, any Certificates formerly representing shares of Company Common Stock are presented to the Surviving Corporation or the Paying Agent for any reason, they shall be canceled and exchanged as provided in this Article III. No dividends or other distributions with respect to capital stock of the Surviving Corporation with a record date on or after the Effective Time shall be paid to the holder of any unsurrendered Certificates.

Section 3.05 Termination of Exchange Fund. Any portion of the Exchange Fund that remains undistributed to the holders of shares of Company Common Stock 12 months after the Effective Time shall be delivered to Parent or the Surviving Corporation and, except as provided in Section 3.06, any holder of shares of Company Common Stock who has not theretofore complied with this Article III shall thereafter look only to Parent or the Surviving Corporation, as the case may be, for payment of its claim for Merger Consideration.

Section 3.06 No Liability. None of Parent, Merger Sub, the Company, the Surviving Corporation or the Paying Agent shall be liable to any Person in respect of any cash from the Exchange Fund delivered to a public official pursuant to any applicable abandoned property, escheatment or similar applicable Law.

Section 3.07 Investment of Exchange Fund. The Paying Agent shall invest any cash included in the Exchange Fund, as directed by Parent, on a daily basis; provided that: (a) such investments shall only be in obligations of or guaranteed by the United States of America, in commercial paper obligations rated A-1 or P-1 or better by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively, or in certificates of deposit, bank repurchase agreements or banker's acceptances of commercial banks with capital exceeding $10 billion (it being understood that any and all interest or income earned on funds made available to the Paying Agent pursuant to this Agreement shall be turned over to Parent); (b) no such investment shall relieve Parent or the Paying Agent from making the payments required by this Agreement, and following any losses Parent shall promptly provide additional funds to the Paying Agent for the benefit of the holders of shares of Company Common Stock in the amount of such losses; and (c) no such investment shall have maturities that could prevent or delay payments to be made pursuant to this Agreement.

Section 3.08 Lost, Stolen or Destroyed Certificates. In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed, Parent shall pay or cause to be paid in exchange for such lost, stolen or destroyed Certificate the Merger Consideration deliverable in respect thereof as determined in accordance with Section 3.01(c) for the shares of Company

Common Stock formerly represented thereby. When authorizing such payment of Merger Consideration in exchange therefor, Parent may, in its discretion thereof, require the owner of such lost, stolen or destroyed Certificate to post a bond in a customary amount or make a reasonable undertaking to indemnify Parent or the Surviving Corporation against any claim that may be made against Parent or the Surviving Corporation with respect to the Certificate alleged to have been lost, stolen or destroyed.

Section 3.09 Adjustment to Prevent Dilution. In the event that prior to the Effective Time there is a change in the number of shares of Company Common Stock or securities convertible or exchangeable into or exercisable for shares of Company Common Stock issued and outstanding as a result of a distribution, reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, subdivision, issuer tender or exchange offer or other similar transaction, the Merger Consideration shall be equitably adjusted to eliminate the effects of such event.

Section 3.10 Withholding. Parent, the Surviving Corporation or the Paying Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of shares of Company Common Stock or Company Equity Awards, amounts as Parent, the Surviving Corporation or the Paying Agent are required to deduct and withhold under the Code or any provision of state, local or foreign Applicable Tax Law with respect to the making of such payment. To the extent that amounts are so withheld by Parent, the Surviving Corporation or the Paying Agent, and paid over to the applicable Tax Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of shares of Company Common Stock or Company Equity Awards, as the case may be, in respect of whom such deduction and withholding was made by Parent, the Surviving Corporation or the Paying Agent.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in any Filed Company SEC Document (excluding any disclosures set forth in any risk factor section or in any other section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature, and other than with respect to the representations and warranties in Section 4.02 and Section 4.03) or in the Company Disclosure Schedule (it being understood that an item disclosed in one Section of the Company Disclosure Schedule shall be deemed to be disclosed with respect to the Section of this Agreement that has the same number as such Section of the Company Disclosure Schedule and any other Section of this Agreement where the relevance of such item is reasonably apparent), the Company represents and warrants to Parent and Merger Sub as follows:

Section 4.01 Organization, Standing and Power. The Company and each of the Company Subsidiaries is validly existing and in good standing under the Laws of the jurisdiction in which it is organized and has all requisite power and authority to own, lease or otherwise hold its properties and assets and to conduct its business as it is currently conducted, except for such failures to be so existing or in good standing, or to have such power and authority, that, individually or in the aggregate, have not had and would not reasonably be likely to result in a

Company Material Adverse Effect. The Company and each Company Subsidiary is duly qualified to do business in each jurisdiction in which the nature of its business or its ownership of its properties make such qualification necessary, except in such jurisdictions where the failure to be so qualified would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect. True and complete copies of the Company Charter and the Company Bylaws and the certificate of incorporation and bylaws (or equivalent organizational documents) of each Company Subsidiary as in effect immediately prior to the date hereof have been made available to Parent.

Section 4.02 Company Subsidiaries. The Persons listed in Section 4.02 of the Company Disclosure Schedule are the only Subsidiaries of the Company. Except as set forth in Section 4.02 of the Company Disclosure Schedule, the Company owns directly or indirectly each of the outstanding shares of capital stock of or a 100% ownership interest in, as applicable, each of the Company Subsidiaries. Except as set forth in Section 4.02 of the Company Disclosure Schedule, the Company's shares of capital stock or ownership interest in each of the Company Subsidiaries, as applicable, are free and clear of all Liens. Each of the outstanding shares of capital stock or other equity interests of each of the Company Subsidiaries is duly authorized, validly issued, fully paid and nonassessable. Except as set forth in Section 4.02 of the Company Disclosure Schedule, the Company does not, directly or indirectly, own (beneficially or of record) any capital stock of or other equity interest in any Person that is not a Company Subsidiary.

Section 4.03 Capital Structure. The authorized capital stock of the Company consists of the following: (a) 55,000,000 shares of Company Common Stock and (b) 100,000 shares of Company Preferred Stock. At the close of business on August 7, 2015: (i) 22,252,930 shares of Company Common Stock and no shares of Company Preferred Stock were issued and outstanding; (ii) 22,629 shares of Company Common Stock were held by the Company in its treasury or by a Company Subsidiary; (iii) 4,026,200 shares of Company Common Stock were reserved for issuance under the Company Equity Plans (of which 1,570,723 shares of Company Common Stock were subject to outstanding Company Stock Options and 232,634 shares of Company Common Stock were subject to outstanding Company Performance Stock Unit Awards); and (iv) 43,952 shares of Company Common Stock were reserved for issuance under the Employee Stock Purchase Plan. Except as set forth in the immediately preceding sentence, as of the date hereof, no shares of capital stock or other voting securities of the Company are issued, reserved for issuance or outstanding. All outstanding shares of Company Capital Stock have been duly authorized and validly issued and are fully paid and nonassessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the DGCL, the Company Charter, the Company Bylaws or any Contract to which the Company or any Company Subsidiary is a party or by which the Company or any Company Subsidiary is otherwise bound. Section 4.03 of the Company Disclosure Schedule sets forth a true and complete list, as of August 7, 2015, of all outstanding Company Equity Awards or other rights to purchase or receive shares of Company Common Stock granted under the Company Equity Plans or otherwise by the Company or any of the Company Subsidiaries, the number of shares of Company Common Stock subject thereto and the expiration dates, exercise prices and vesting schedules thereof, as applicable. There is no Voting Company Debt issued or outstanding and the only rights outstanding under the Company Equity Plans are Company Equity Awards.

Except for the Company Equity Awards set forth on Section 4.03 of the Company Disclosure Schedule and the shares of Company Common Stock that may be issued under the Employee Stock Purchase Plan between the date of this Agreement and the Effective Time in accordance with Section 7.05(d), there are no (A) options, warrants, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, stock equivalents, commitments, Contracts, arrangements or undertakings of any kind to which the Company or any Company Subsidiary is a party or by which any of them is bound (x) obligating the Company or any Company Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other equity interests in, or any security convertible or exercisable for or exchangeable into any capital stock of or other equity interest in, the Company or any Company Subsidiary or any Voting Company Debt, (y) obligating the Company or any Company Subsidiary to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or to declare or pay any dividend or distribution or (z) that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of shares of Company Capital Stock, (B) outstanding contractual obligations of the Company or any Company Subsidiary to repurchase, redeem or otherwise acquire any shares of capital stock of or other equity interest in the Company or any Company Subsidiary or (C) except as set forth in Section 4.03 of the Company Disclosure Schedule, voting trusts or other agreements or understandings to which the Company or any of the Company Subsidiaries is a party with respect to the voting or transfer of capital stock of or other equity interest in the Company or any of the Company Subsidiaries.

Section 4.04 Authorization; Validity of Agreement; Necessary Action. (a) The Company has all requisite corporate power and authority to execute and deliver this Agreement and the Voting Agreement and to perform its obligations hereunder and thereunder. The execution, delivery and performance by the Company of this Agreement and the Voting Agreement and the consummation by the Company of the transactions contemplated hereby and thereby, including the Merger, have been duly authorized by all necessary corporate action on the part of the Company other than, in the case of this Agreement, the receipt of the Company Stockholder Approval. Except for the Company Stockholder Approval in the case of the Merger, no further corporate action on the part of the Company is necessary to authorize the consummation of the Merger. This Agreement and the Voting Agreement have been duly executed and delivered by the Company and constitute (assuming the due authorization, execution and delivery by Parent and Merger Sub) the valid and binding obligation of the Company enforceable against the Company in accordance with their terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and subject to general principles of equity.

(b) The Company Board at a meeting duly called and held prior to execution of this Agreement unanimously: (i) approved and declared advisable this Agreement and the Merger; (ii) determined that this Agreement and the Merger are fair to and in the best interests of the Company and its stockholders; (iii) resolved to recommend that the holders of shares of Company Common Stock adopt this Agreement; (iv) directed that this Agreement be submitted to the holders of the Company Common Stock for their adoption at a meeting duly called and held for such purpose; and (v) authorized and approved the Voting Agreement.

(c) Assuming the accuracy of the representations and warranties contained in Section 5.06, the only vote of holders of any class or series of Company Capital Stock necessary to approve or adopt this Agreement or to consummate the Merger and the other transactions contemplated by this Agreement is the affirmative vote by the holders of a majority of the outstanding shares of Company Common Stock to adopt this Agreement (the "Company Stockholder Approval").

Section 4.05 No Conflicts; Consents. Except as set forth on Section 4.05 of the Company Disclosure Schedule, the execution and delivery by the Company of this Agreement does not, and the consummation of the transactions contemplated hereby, including the Merger, and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, modification, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, changed, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Lien (other than Permitted Liens) upon any of the properties or assets of the Company or any Company Subsidiary under, any provision of (a) the Company Charter, the Company Bylaws or the comparable charter, bylaws or organizational documents of any Company Subsidiary, (b) any Material Contract or (c) subject to the filings and other matters referred to in the following sentence, any provision of any Order or Law applicable to the Company or any Company Subsidiary or their respective properties or assets, other than, in the cases of clauses 4.04(b) or 4.04(c) above, any such items that would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect. No Consent of, from or with, or notice to, any Governmental Entity is required to be obtained or made by or with respect to the Company or any Company Subsidiary in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, including the Merger, other than (i) compliance with and filings under the HSR Act, (ii) the filing with the SEC of such reports under Section 13 or Section 14 of the Exchange Act as may be required in connection with this Agreement and the Merger, (iii) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of the other jurisdictions in which the Company is qualified to do business, (iv) compliance with and filings under the Communications Act of 1934, as amended, and applicable rules and regulations thereunder (the "Communications Act"), including any rules, regulations, orders and public notices (the "FCC Rules") of the Federal Communications Commission (the "FCC"), (v) compliance with and filings under any applicable state public utility Laws and rules, regulations and orders of the state public utility commissions listed on Section 4.05 of the Company Disclosure Schedule ("PUCs") and rules, regulations and orders of any state regulatory bodies regulating telecommunications businesses, (vi) such other Consents as are set forth in Section 4.05 of the Company Disclosure Schedule and (vii) such Consents that, if not made or obtained, would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect.

Section 4.06 SEC Documents; Financial Statements; Undisclosed Liabilities; Internal Controls. (a) The Company has timely filed with or furnished to the SEC, as applicable, all Company SEC Documents. As of its respective date, each Company SEC Document (including any financial statements or schedules included therein) complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act of

2002 (the "SOX Act") and the rules and regulations of the SEC promulgated thereunder applicable to such Company SEC Documents, and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of the principal executive officer and the principal financial officer of the Company (or each former principal executive officer and each former principal financial officer of the Company, as applicable) has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Sections 302 and 906 of the SOX Act with respect to the Company SEC Documents, and the statements contained in such certifications are true and accurate in all material respects. For purposes of this Agreement, "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in the SOX Act. The Company is otherwise in compliance in all material respects with all applicable provisions of the SOX Act and the applicable listing and corporate governance rules of NASDAQ. As of the date hereof, there are no material outstanding or unresolved comments in any comment letter received by the Company from the SEC or its staff.

(b) As of their respective dates, the Financial Statements complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, having been prepared in accordance with GAAP (except as may be indicated in the notes thereto and, in the case of unaudited statements, as permitted by Law) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto), and fairly presented, in all material respects, the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to the absence of footnote disclosure and to normal year-end audit adjustments).

(c) Except as set forth on Section 4.06(c) of the Company Disclosure Schedule, the Company and the Company Subsidiaries have no liabilities, whether accrued, absolute, contingent or otherwise, except liabilities (i) stated or reserved against in the most recent consolidated balance sheet of the Company filed in the Company SEC Documents prior to the date hereof, (ii) incurred in the ordinary course of business consistent with past practice since December 31, 2014, or in connection with this Agreement or the Merger (including fees and expenses of advisors of the Company) or (iii) that would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect.

(d) The Company and the Company Subsidiaries have designed and maintain a system of internal controls over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) sufficient to provide reasonable assurances regarding the reliability of financial reporting. The Company (i) has designed and maintains disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) to ensure that material information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure and (ii) has disclosed, based on its most recent evaluation of such disclosure controls and procedures prior to the date hereof, to the Company's auditors and the audit committee of the

Company Board (A) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect in any material respect the Company's ability to record, process, summarize and report financial information and (B) any identified fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting. The Company has made available to Parent (I) a summary of any such disclosure made by management to the Company's auditors and/or audit committee of the Company Board since December 31, 2013 and (II) any material communication since December 31, 2013 made by management or the Company's auditors to the audit committee required or contemplated by listing standards of NASDAQ, the audit committee's charter or professional standards of the Public Company Accounting Oversight Board. Since December 31, 2013 and prior to the date of this Agreement, no material complaints from any source regarding accounting, internal accounting controls or auditing matters, and no concerns from employees of the Company or any Company Subsidiary regarding questionable accounting or auditing matters, have been received by the Company or the audit committee of the Company Board. The Company has made available to Parent prior to the date of this Agreement an accurate summary of all material complaints or concerns relating to other matters made since December 31, 2013 and through the execution of this Agreement through the Company's or any Company Subsidiary's whistleblower hot-line or equivalent system for receipt of employee concerns regarding possible violations of Law.

Section 4.07 Information Supplied. None of the information supplied or to be supplied by the Company for inclusion or incorporation by reference in the Proxy Statement will, on the date it is first disseminated to the Company's stockholders or at the time of the Company Stockholders Meeting or at the time of any amendment or supplement thereof, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, except that no representation is made by the Company with respect to statements made in or omitted from the Proxy Statement relating to Parent or its Affiliates based on information supplied by Parent or its Affiliates for inclusion or incorporation by reference in the Proxy Statement.

Section 4.08 Absence of Certain Changes or Events. Except as set forth in Section 4.08 of the Company Disclosure Schedule, between June 30, 2015 and the date of this Agreement, the Company and the Company Subsidiaries have conducted their respective businesses in all material respects in the ordinary course of business consistent with past practice and there has not been:

(a) any change, event or effect that would, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect;

(b) any material damage, destruction or other casualty loss with respect to any material asset or property owned, leased or otherwise used by the Company or any of the Company Subsidiaries, whether or not covered by insurance;

(c) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock or other equity interest of the Company or any of the

Company Subsidiaries, or any repurchase, redemption or other acquisition by the Company or any of the Company Subsidiaries of any outstanding shares of capital stock or other equity interest of the Company or any of the Company Subsidiaries;

(d) any material change in any method of accounting or accounting practice by the Company or any of the Company Subsidiaries;

(e) (i) any increase in the compensation or benefits payable or to become payable to its directors, officers or employees (except, with respect to non-officer employees, for increases in the ordinary course of business consistent with past practice) or (ii) any establishment, adoption, entry into or amendment of any collective bargaining, bonus, severance, change of control, retention or similar plan, arrangement or agreement or any Company Plan, except, in any case, to the extent required by applicable Law or the terms of any existing plan, arrangement or agreement (including any Company Plan);

(f) any incurrence of any Indebtedness or guarantee of such Indebtedness of another Person, or issuance or sale of any debt securities or warrants or other rights to acquire any debt security of the Company or any of the Company Subsidiaries; or

(g) any agreement to do any of the foregoing.

Section 4.09 Taxes. Except as set forth on Section 4.09 of the Company Disclosure Schedule: (a) The Company and each of the Company Subsidiaries have timely filed all material Tax Returns required to be filed by any of them; (b) all such Tax Returns are true, correct and complete in all material respects; (c) all material Taxes of the Company and the Company Subsidiaries that are shown as due on such Tax Returns or otherwise due and payable, have been paid, except for those Taxes being contested in good faith and for which adequate reserves have been established in the Financial Statements; (d) there are no liens for any material amount of Taxes upon the assets of the Company or any of the Company Subsidiaries, other than Permitted Liens; (e) the Company does not have any Knowledge of any proposed or threatened Tax claims or assessments that, if upheld, would, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect; (f) neither the Company nor any Company Subsidiary has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency which waiver or extension is currently in effect; (g) the Company and each Company Subsidiary has withheld and paid over to the relevant Tax Authority all Taxes required to have been withheld and paid in connection with payments to employees, independent contractors, creditors, stockholders or other third parties, except for such Taxes that individually or in the aggregate would not reasonably be likely to result in a Company Material Adverse Effect; (h) except as would not reasonably be likely, individually or in the aggregate, to result in a Company Material Adverse Effect, the unpaid Taxes of the Company and the Company Subsidiaries did not exceed the accrual for Tax liability (disregarding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the consolidated balance sheet in the most recent Financial Statement filed in the Company SEC Reports prior to the date hereof (disregarding any notes thereto); (i) neither the Company nor any Company Subsidiary (A) has been a member of any affiliated group filing a consolidated federal income Tax Return other than the affiliated group of which the Company is the common parent, (B) has any liability for the Taxes of any

Person other than the Company or a Company Subsidiary under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law) or, as a transferee or successor under applicable Law, or (C) is organized in a jurisdiction outside of the United States; (j) the Company has not been a United States real property holding corporation as defined in Section 897(c) of the Code during the past five (5) years; (k) no claim has been made in writing by any Governmental Entity in a jurisdiction in which the Company or any Company Subsidiary does not file a Tax Return that the Company or such Company Subsidiary is subject to Tax by such jurisdiction; (l) neither the Company nor any Company Subsidiary is a party to or bound by any Tax allocation or Tax sharing agreement; (m) no closing agreement pursuant to Section 7121 of the Code (or any similar provision of state, local or foreign Tax law), private letter rulings, technical advice memoranda or similar agreement or ruling has been entered into by the Company or any of the Company Subsidiaries; (n) neither the Company nor any Company Subsidiary will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any period after the Closing Date as a result of any (A) adjustment required by reason of a change in a method of accounting under Section 481 of the Code (or any corresponding provision of state, local or foreign Tax law) occurring prior to the Closing Date, (B) installment sale, intercompany transaction or open transaction made prior to the Closing Date, (C) prepaid amount received prior to the Closing or (D) election pursuant to Section 108(i) of the Code (or any corresponding provision of state, local or foreign Tax law) made prior to the Closing Date; (o) neither the Company nor any Company Subsidiary is a party to any Contract, arrangement or plan that for any taxable year beginning after December 31, 2011 has resulted or could result, separately or in the aggregate, in the payment of any amount that will not be fully deductible as a result of Section 162(m) of the Code (or any corresponding provision of state, local or foreign Tax law); (p) neither the Company nor any Company Subsidiary has entered into any "listed transaction" within the meaning of Section 6707A(c)(2) of the Code and Treasury Regulations Section 1.6011-4(b)(2) or substantially similar transaction; and (q) since December 31, 2011, (i) the Company has not made any distribution of stock, and (ii) no distribution of stock of the Company has been made, in a transaction described in Section 355 of the Code.

Section 4.10 Benefit Plans. (a) Section 4.10(a) of the Company Disclosure Schedule contains a correct and complete list of each "employee benefit plan" (within the meaning of Section 3(3) of ERISA), and each other material employee benefit plan, agreement (including any agreement that provides severance or similar benefits), program or policy, which is maintained by the Company or any Company Subsidiary, to which the Company or any Company Subsidiary is required to contribute or with respect to which the Company or any Company Subsidiary has any liability. All such plans, agreements, programs, policies and arrangements shall be collectively referred to as the "Company Plans."

(b) Except as set forth on Section 4.10(b) of the Company Disclosure Schedule, a true and correct copy of each of the Company Plans (or a written summary of any unwritten Company Plan) has been provided or made available to Parent prior to the date hereof.

(c) Except as set forth on Section 4.10(c) of the Company Disclosure Schedule, each Company Plan is currently, and has at all times been, operated and administered in material compliance with its terms and applicable Law. Each Company Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter or opinion letter from the IRS as to its qualification under Section 401(a) of the Code, or an application is currently pending with the IRS for such letter, and to the Knowledge of the Company, there are no circumstances likely to result in the loss or denial of the qualification of such Company Plan. No non-exempt "prohibited transaction" (as such term is defined in ERISA Section 406 and Section 4975 of the Code) has occurred with respect to any Company Plan for which the Company may have any material liability.

(d) With respect to any Company Plan (or the assets thereof), (i) no actions, suits or claims (other than routine claims for benefits) are pending or have been, to the Knowledge of the Company, threatened in writing, (ii) to the Knowledge of the Company, no facts or circumstances exist that could reasonably be expected to give rise to any such actions, suits or claims (other than routine claims for benefits), and (iii) the Company has not received written notice regarding any administrative investigation, audit or other administrative proceeding by the United States Department of Labor, the Pension Benefit Guaranty Corporation, the IRS or other Governmental Entity and, to the Knowledge of the Company, no such investigation, audit or proceeding has been threatened in writing.

(e) Neither the Company, any Company Subsidiary nor any of their ERISA Affiliates has now or at any time within the preceding six (6) years had an obligation to contribute to, or any liability with respect to, (i) a Multiemployer Plan, (ii) a "multiple employer plan" within the meaning of Section 413(c) of the Code or (iii) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA. Except as set forth on Section 4.10(e) of the Company Disclosure Schedule, none of the Company Plans provides post-employment or post-retirement medical, disability, life insurance or other welfare benefits other than as required by Section 4980B of ERISA or Sections 601, et seq. of ERISA or similar provisions of any state or foreign law.

(f) There has been no amendment to, announcement by the Company or any Company Subsidiary relating to, or change in participation or coverage under any Company Plan which would increase materially the expense of maintaining or contributing to such plan above the level of expense incurred therefor for the most recent fiscal year. Except as set forth in Section 4.10(f) of the Company Disclosure Schedule, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or together with any other event) (i) entitle any employees, officers, directors, consultants or former employees, former officers, former consultants or former directors of the Company or any Company Subsidiary to severance, change of control or other similar pay or benefits pursuant to any Company Plan, (ii) cause any payment or funding (through a grantor trust or otherwise) to become due or accelerate the time of payment or vesting, or increase the amount of compensation or benefits to any employees, officers, directors, consultants, former employees, former officers, former consultants or former directors of the Company or any Company Subsidiary under any Company Plan or (iii) result in payments to any "disqualified individual" (as defined for purposes of Section 280G(c) of the Code) which would not be deductible under Section 280G of the Code.

(g) Neither the Company nor any Company Subsidiary has an obligation to gross up, indemnify or otherwise reimburse any individual for any taxes, interest or penalties incurred pursuant to Sections 409A or 4999 of the Code.

(h) The Company and the Company Subsidiaries do not reasonably expect to incur any material penalties or liabilities under Section 4980H(a) or Section 4980H(b) of the Code.

Section 4.11 Employment and Labor Matters. There is no labor strike, lockout, material labor dispute, work stoppage or other labor difficulty pending or, to the Knowledge of the Company, threatened against the Company or any of the Company Subsidiaries, except for such labor strikes, lockouts, labor disputes, work stoppages or labor difficulties that would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect. No labor union or employee representative has been certified or recognized as the collective bargaining representative of any employee of the Company or any Company Subsidiary. None of the employees of the Company or any Company Subsidiary is covered by a collective bargaining agreement, and neither the Company nor any of the Company Subsidiaries is a party to, bound by or negotiating with respect to any collective bargaining agreement or other contract, arrangement, or understanding with a labor union or labor organization. To the Knowledge of the Company, since January 1, 2013, no representation petition has been filed by an employee of the Company or any of the Company Subsidiaries or by any labor union or labor organization seeking to represent any employee of the Company or any Company Subsidiary, and no union organizing campaign has been conducted or has been threatened with respect to the employees of the Company or any of the Company Subsidiaries. Neither the Company nor any Company Subsidiary has taken any action within the ninety (90) days preceding the date of this Agreement that could constitute a "mass layoff" or "plant closing" within the meaning of the WARN Act or could otherwise trigger any notice requirement under the WARN Act. The Company and the Company Subsidiaries have complied and are in compliance in all material respects with all laws relating to labor and employment practices, including all laws relating to terms and conditions of employment, wages, hours, collective bargaining, workers' compensation, occupational safety and health, equal employment opportunity and immigration, and, to the Knowledge of the Company, are not engaged in any unfair labor or unlawful employment practice.

Section 4.12 Litigation. Except as set forth on Section 4.12 of the Company Disclosure Schedule, there are (a) no Orders to which the Company or any Company Subsidiary is a party or by which any of their respective properties or assets are bound that require the performance of any material future obligation or that restrict or limit the Company's or any Company Subsidiary's operations in any material respect, (b) no material Proceedings pending and for which service of process has been made against the Company or any Company Subsidiary or, to the Knowledge of the Company, threatened or pending against the Company or any Company Subsidiary and (c) to the Knowledge of the Company, there are no investigations of any Governmental Entity pending or threatened with respect to the Company or any Company Subsidiary.

Section 4.13 Compliance with Applicable Law; Permits. (a) Except as set forth on Section 4.13 of the Company Disclosure Schedule, the Company and each of the Company Subsidiaries is and, since January 1, 2013, has been in compliance with, all Laws or Orders applicable to the Company or any of the Company Subsidiaries or by which the Company or any of the Company Subsidiaries or any of their respective businesses or properties is bound, except for such non-compliance that would not reasonably be likely to result, individually or in the aggregate, in a Company Material Adverse Effect. Except as set forth on Section 4.13 of the

Company Disclosure Schedule, since January 1, 2013, no Governmental Entity has provided the Company or any Company Subsidiary written notice stating that the Company or any of the Company Subsidiaries is not in compliance with any Law, except where such non-compliance would not reasonably be likely to result, individually or in the aggregate, in a Company Material Adverse Effect.

(b) Except for Permits required by Environmental Laws, FCC Licenses and Other Company Licenses (which are addressed in Sections 4.18, 4.25 and 4.26, respectively), the Company and the Company Subsidiaries hold, to the extent legally required to operate their respective businesses as such businesses are being operated as of the date hereof, all Permits from Governmental Entities (collectively, "Company Permits"), other than those Permits for which the failure to obtain or hold would not reasonably be likely to result, individually or in the aggregate, in a Company Material Adverse Effect. No suspension or cancellation of any Company Permits is pending or, to the Knowledge of the Company, threatened, except for any such suspension or cancellation which would not reasonably be likely to result, individually or in the aggregate, in a Company Material Adverse Effect. The Company and each of the Company Subsidiaries is and, since January 1, 2013, has been in compliance with the terms of all Company Permits, except where the failure to be in such compliance would not reasonably be likely to result, individually or in the aggregate, in a Company Material Adverse Effect.

Section 4.14 Contracts. (a) Except as set forth on Section 4.14 of the Company Disclosure Schedule, as of the date hereof, neither the Company nor any of the Company Subsidiaries is a party to or bound by any Contract:

(i) that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC);

(ii) that requires the purchase or disposition of any assets (including wireless spectrum) or line of business of the Company or any Company Subsidiary with a value of $1 million or more;

(iii) that is an employment or consulting Contract (in each case with respect to which the Company or any Company Subsidiary has continuing obligations as of the date hereof) with any current or former (x) officer of the Company or any Company Subsidiary, (y) member of the Company Board or (z) employee of the Company or any Company Subsidiary (other than verbal Contracts providing for the at-will employment of such employee);

(iv) that provides, individually or together with related Contracts, for the purchase of materials, supplies, goods, services, equipment or other assets (other than any Contract that is terminable without any payment or penalty on not more than 90 days' notice by the Company or the Company Subsidiaries) that provides for or is reasonably likely to require either (x) annual payments by the Company or any of the Company Subsidiaries of $1,000,000 or more or (y) aggregate payments by the Company and the Company Subsidiaries of $5,000,000 or more;

(v) that (x) was entered into outside of the ordinary course of business and (y) to the Knowledge of the Company, is reasonably likely to result in a material indemnification obligation for the Company or any Company Subsidiary;

(vi) that is an interconnection or similar agreement in connection with which the Company's or a Company Subsidiary's equipment, networks and services are connected to those of another service provider in order to allow their respective customers access to each other's services and networks (other than any Contract that is terminable without any payment or penalty on not more than 90 days' notice by the Company or the Company Subsidiaries);

(vii) that contains any commitment to provide wireless services coverage in a particular geographic area or build out tower sites in a particular geographic area;

(viii) that provides for the lease of real or personal property providing for annual payments of $500,000 or more or aggregate payments of $1 million or more;

(ix) that provides for the acquisition of any real property;

(x) that relates to indebtedness for borrowed money or the deferred purchase price of property (in either case, whether incurred, assumed, guaranteed or secured by any asset) each in excess of $1 million;

(xi) that is a roaming agreement that cannot be terminated on 90 days' or less notice or will incur an early termination penalty or fee;

(xii) that is any partnership, joint venture or other similar agreement or arrangement;

(xiii) that contains a non-compete or client or customer non-solicit requirement or other provision that restricts the conduct of, or the manner of conducting, any line of business material to the Company and the Company Subsidiaries, taken as a whole, or, to the Knowledge of Company, upon consummation of the Merger could restrict the ability of Parent, the Surviving Company or any of their respective Subsidiaries to engage in any material line of business;

(xiv) that obligates the Company or any of the Company Subsidiaries to conduct business on an exclusive or preferential basis with any third party or upon consummation of the Merger will obligate Parent, the Surviving Company or any of their respective Subsidiaries to conduct business with any third party on an exclusive or preferential basis (including "most favored nation" status); or

(xv) the absence of which would reasonably be likely to result in a Company Material Adverse Effect.

Each Contract described in the immediately preceding sentence being a "Material Contract".

(b) Each Material Contract is valid and binding on the Company or the Company Subsidiary party thereto, as applicable, and, to the Knowledge of the Company, each other party thereto, and is in full force and effect, except as would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect. Except as set forth on Section 4.14(b) of the Company Disclosure Schedule, neither the Company nor any of the Company Subsidiaries is in violation of or in default under any Material Contract to which it is a party or by which it or any of its properties or assets is bound, except for violations or defaults that would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect. Except for such conditions that would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect, no condition exists or event has occurred which (whether with or without notice or lapse of time or both) would constitute a default by the Company or a Company Subsidiary or, to the Knowledge of the Company, any other party thereto under any Material Contract or result (other than due to consummation of the Merger) in a right of termination of any Material Contract.

Section 4.15 Intellectual Property. (a) The Company or a Company Subsidiary owns or possesses adequate licenses or permissions or otherwise has the right to use all Intellectual Property Rights that are used (or held for use in connection with) or otherwise necessary for the conduct of the business of the Company and the Company Subsidiaries, free and clear of Liens (other than Permitted Liens), except where the failure to own or possess such licenses and other rights that would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect.

(b) Section 4.15(b) of the Company Disclosure Schedule sets forth a correct and complete list of all Intellectual Property Rights owned by or held exclusively by the Company or a Company Subsidiary (collectively, the "Owned Intellectual Property") that are registered or subject to a pending application for registration, indicating for each item the owner, registration or application number, date of filing or issuance, applicable filing jurisdiction and, with respect to Internet domain names, the applicable registrar.

(c) Each (i) Contract under which the Company or any Company Subsidiary is licensed or otherwise permitted by a third party to use any Intellectual Property Rights and (ii) Contract under which a third party is licensed or otherwise permitted to use any Owned Intellectual Property (such Contracts described in clauses (i) and (ii), collectively, are the "Intellectual Property Contracts") is valid, subsisting and enforceable against the other party thereto, and is in full force and effect, and will continue to be so immediately following the consummation of the transactions contemplated by this Agreement, except as would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect. Section 4.15(c) of the Company Disclosure Schedule sets forth a correct and complete list of each Intellectual Property Contract that is used (or held for use in connection with) or otherwise necessary for the conduct of the business of Company and the Company Subsidiaries (other than licenses for commercially available software) other than such Intellectual Property Contracts the absence of which would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect. No Intellectual Property Contract is subject to any outstanding Order adversely affecting the Company's or any Company Subsidiary's use thereof or its rights thereto. No claim has been threatened or asserted in writing that the Company or any Company Subsidiary has breached in any material respect any

Intellectual Property Contract. There exists no event, condition or occurrence that, with the giving of notice or lapse of time, or both, would constitute a breach or default by the Company or any Company Subsidiary, or to the Knowledge of the Company, another Person, under any Intellectual Property Contract, except as such event, condition or occurrence would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect.

(d) Except as set forth on Section 4.15(d) of the Company Disclosure Schedule, no claims are pending or, to the Knowledge of the Company, threatened with regard to the ownership by the Company or any of the Company Subsidiaries or the validity or enforceability of their respective Intellectual Property Rights.

(e) Except as set forth on Section 4.15(e) of the Company Disclosure Schedule, no claims are pending or, to the Knowledge of the Company, threatened that the conduct of the Company's or the Company Subsidiaries' respective businesses as currently conducted infringes, misappropriates or otherwise violates the Intellectual Property Rights of any Person.

(f) To the Knowledge of the Company, no Person is infringing, misappropriating or otherwise violating the rights of the Company or the Company Subsidiaries with respect to any Intellectual Property Rights that are used (or held for use in connection with) or otherwise necessary for the conduct of the business of Company and the Company Subsidiaries in a manner that would, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect.

(g) Except as set forth on Section 4.15(g) of the Company Disclosure Schedule, the consummation of the Merger will not: (i) result in the breach, cancellation or termination of any agreement for any Intellectual Property Rights that are used (or held for use in connection with) or otherwise necessary for the conduct of the business of the Company and the Company Subsidiaries, and that would, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect; or (ii) result in the loss or impairment of the Company's or the Company Subsidiaries' ownership or right to use any Intellectual Property Rights that are used (or held for use in connection with) or otherwise necessary for the conduct of the business of the Company and the Company Subsidiaries, and that would, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect.

(h) The Company and each Company Subsidiary (i) is and has been in compliance in with (A) all written policies of the Company and each Company Subsidiary pertaining to the logical and physical security of electronic data stored or used by the Company or any Company Subsidiary (the "Company Privacy Policy"), and (B) all applicable Laws pertaining to privacy, data protection, user data or Personal Information (as hereinafter defined); and (ii) has implemented and maintained commercially reasonable administrative, technical and physical safeguards to protect such Personal Information against unauthorized access and use, in each case of clause (i) and (ii) except as would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect. There has been no loss, damage or unauthorized access, disclosure, use or breach of security of Personal Information maintained by or on behalf of the Company or any Company Subsidiary, except in each case as would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse

Effect. No Person (including any Governmental Entity) has made any written claim or commenced any action with respect to unauthorized access, disclosure or use of Personal Information maintained by or on behalf of any of the Company or any Company Subsidiary, except as would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect. None of (1) the execution, delivery, or performance of this Agreement or (2) the consummation of any of the transactions contemplated by this Agreement will violate any Company Privacy Policy or any Law pertaining to privacy, data protection user data or Personal Information, except in each case as would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect. "Personal Information" means all data or information controlled, owned, stored, used or processed by Company or any Company Subsidiary relating to an identified or identifiable natural person (such as name, postal address, email address, telephone number, date of birth, Social Security number (or its equivalent), driver's license number, account number, personal identification number, health or medical information (or any other unique identifier or one or more factors specific to the person's physical, physiological, mental, economic or social identity), whether such information is in individual or aggregate form and regardless of the media in which it is contained.

Section 4.16 Title to Properties. Each of the Company and the Company Subsidiaries has good, indefeasible, fee simple title to, or valid leasehold interests in, all its properties and other assets, subject to easements, restrictive covenants and other similar-type encumbrances (x) that would not, individually or in the aggregate, result in a Company Material Adverse Effect or (y) are set forth on Section 4.16 of the Company Disclosure Schedule. All such properties and other assets, other than properties and other assets in which the Company or any of the Company Subsidiaries has a leasehold interest, are free and clear of all Liens, except for Permitted Liens.

Section 4.17 Real Property. Except (x) as would not reasonably be likely, individually or in the aggregate, to result in a Company Material Adverse Effect, or (y) as set forth on Section 4.17 of the Company Disclosure Schedule, the Merger will not affect the enforceability against the Company or any Company Subsidiary, as applicable, or any other Person under any Lease, of any rights of the Company or any Company Subsidiary thereunder, including the right to the continued use and possession of the Real Property for the conduct of business as presently conducted. Except as would not reasonably be likely to result in a Company Material Adverse Effect, all of the Facilities are adequate and suitable for the purpose of conducting the business of the Company and the Company Subsidiaries as presently conducted, and the operation thereof as presently conducted is not in violation of any Law.

Section 4.18 Environmental Matters. Except for those matters (x) that would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect, or (y) set forth on Section 4.18 of the Company Disclosure Schedule, (a) each of the Company and the Company Subsidiaries is, and has been, in compliance with all applicable Environmental Laws, (b) each of the Company and the Company Subsidiaries holds all Permits required by applicable Environmental Laws and is in compliance with such Permits, (c) there is no investigation, suit, claim or proceeding relating to or arising under Environmental Laws that is, to the Knowledge of the Company, threatened against or affecting the Company or any of the Company Subsidiaries or any real property currently or, to the Knowledge of the Company, formerly owned, operated or leased by the Company or any of the Company Subsidiaries which could reasonably be expected to result in the Company or any of the Company Subsidiaries incurring Environmental Liabilities, (d) neither the Company nor any of the Company Subsidiaries has received any written notice of or entered into or assumed by Contract or operation of Law or otherwise, any known obligation, liability, order, settlement, judgment, injunction or decree relating to or arising under any Environmental Law, (e) to the Knowledge of the Company, no property currently or formerly owned, operated or leased by the Company or any of the Company Subsidiaries or any property to or at which the Company or any of the Company Subsidiaries transported or arranged for the disposal or treatment of Hazardous Materials has, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* (CERCLA) or any similar state law, been placed, or is proposed to be placed, on the National Priorities List, or any similar state list of known or suspected contaminated sites, and (f) none of the transactions contemplated hereby requires notice to and approval of any Governmental Entity with jurisdiction over Environmental Laws. Section 4.18 of the Company Disclosure Schedule sets forth a true and complete list of all Proceedings and investigations to which the Company or any Company Subsidiary was a party or subject since January 1, 2012 relating to any Environmental Laws or Environmental Liabilities.

Section 4.19 Brokers. No broker, investment banker, financial advisor or other Person, other than Stephens Inc. and UBS Securities LLC, the fees and expenses of which will be paid by the Company, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Merger or other transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company or any Company Subsidiary.

Section 4.20 Opinions of Financial Advisors. The Company Board has received the opinions of UBS Securities LLC and Stephens Inc, each dated the date of this Agreement, that, as of such date, and subject to the limitations, qualifications and assumptions set forth in such opinions, the Merger Consideration to be received by the holders of Company Common Stock (other than shares of Company Common Stock to be canceled in accordance with Section 3.01(b)) in the Merger is, in the opinion of such advisors, fair to such holders from a financial point of view. True and complete copies of such opinions have been provided to Parent for informational purposes only.

Section 4.21 State Takeover Statutes. The Company Board has taken all actions necessary so that the provisions of Section 203 of the DGCL are not applicable to this Agreement, the Voting Agreement, the Merger and the other transactions contemplated hereby or thereby. No other "takeover", "moratorium", "fair price", "control share" or other anti-takeover regulations enacted under state Laws in the United States or in the Company Charter or Company Bylaws are applicable to this Agreement, the Voting Agreement, the Merger and the other transactions contemplated hereby and thereby.

Section 4.22 Insurance. All material fire and casualty, general liability, business interruption, product liability and sprinkler and water damage insurance policies maintained by the Company or any of the Company Subsidiaries ("Insurance Policies") are with reputable insurance carriers, provide full and adequate coverage for all normal risks incident to the business of the Company and the Company Subsidiaries and their respective properties and assets, and are in character and amount at least equivalent to that carried by persons engaged in similar businesses and subject to the same or similar perils or hazards, except for any such failures to maintain insurance policies that would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect. Each Insurance Policy is in full force and effect and all premiums due with respect to all Insurance Policies have been paid, with such exceptions that would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect.

Section 4.23 Interested Party Transactions. Except as set forth in Section 4.23 of the Company Disclosure Schedule, there are no transactions, arrangements, understandings or Contracts between the Company or any of the Company Subsidiaries, on the one hand, and any Affiliate (including any officer or director, but not including any wholly owned Company Subsidiary) thereof or any stockholder that beneficially owns five percent (5%) or more of the Company Common Stock (each of the foregoing, a "Related Party"), on the other hand. No Related Party owns, directly or indirectly, on an individual or joint basis, any interest in, or serves as an officer or director or in another similar capacity of, any supplier or other independent contractor of the Company or any of the Company Subsidiaries, or any organization which has a Contract with the Company or any of the Company Subsidiaries.

Section 4.24 Subscribers. Section 4.24 of the Company Disclosure Schedule sets forth, as of June 30, 2015, (i) the total number of mobile telephone numbers maintained by the Company or any of the Company Subsidiaries and assigned to an end user of the mobile wireless voice or data services of the Company or any of the Company Subsidiaries who thereby obtains mobile voice or data services ("Subscribers"), and (ii) the total number of Subscribers that are (A) prepaid and (B) postpaid.

Section 4.25 FCC Matters. (a) Section 4.25(a) of the Company Disclosure Schedule sets forth a correct and complete list of all licenses and authorizations issued or granted to the Company or any of the Company Subsidiaries by the FCC (the "FCC Licenses"), all pending applications by the Company or any of the Company Subsidiaries as of the date of this Agreement related to any FCC License, including applications for licenses that would be FCC Licenses if issued or granted, and all pending applications by the Company or any of the Company Subsidiaries as of the date of this Agreement for modification, extension or renewal of any FCC License. The Company or the applicable Company Subsidiary is the exclusive holder of each such FCC License set forth opposite its name on Section 4.25(a) of the Company Disclosure Schedule, and no Person other than the Company, such Company Subsidiary or the FCC has any right or interest (legal or beneficial) in or to any such FCC License. At the Effective Time, Parent, directly or indirectly, will beneficially own all of the outstanding equity interests of each such holder set forth on Section 4.25(a) of the Company Disclosure Schedule except for Virginia PCS Alliance L.C. For each FCC License, Section 4.25(a) of the Company Disclosure Schedule sets forth (i) the FCC Registration Number or name of the licensee, (ii) the FCC call sign, license number or other license identifier, (iii) the geographic area for which the Company and the Company Subsidiaries are authorized to provide service, (iv) the current expiration date, (v) the frequency block (except for microwave licenses and Section 214 authorizations), (vi) where applicable, the relevant market and service designations used by the FCC, and (vii) if applicable, the application number of any pending application related to the FCC License. The FCC Licenses constitute all the licenses and authorizations from the FCC for the business operations of the Company and the Company Subsidiaries as they are currently being conducted. There is no condition outside of the ordinary course imposed on any of the

FCC Licenses by the FCC (including any condition on the grant of a renewal application) that is not disclosed on the face of the reference copy of the FCC License in the FCC's Universal Licensing System database; provided, that "ordinary course" shall mean any condition described in any federal statutes, FCC Rules or similar sources that apply generally to FCC licenses of the same service or any condition that the FCC routinely imposes upon the grant of applications for similar licenses.

(b) (i) Except as listed on Section 4.25(a) of the Company Disclosure Schedule, each FCC License has been granted pursuant to a Final Order by the FCC to be held by the licensee listed on Section 4.25(a) of the Company Disclosure Schedule, is valid and in full force and effect, and has not been suspended, revoked, cancelled, terminated or forfeited or adversely modified; (ii) there is no proceeding pending before the FCC or any other Governmental Entity (and no pending judicial review of such a proceeding) or, to the Knowledge of the Company, threatened by any Person with respect to any FCC License that would, individually or in the aggregate, reasonably be likely to result in the suspension, revocation, cancellation, termination, forfeiture, or adverse modification of any FCC License; and (iii) to the Knowledge of the Company, no event, condition or circumstance exists or, after notice or lapse of time or both, would exist that would constitute a breach of, or default under, the terms and conditions of any FCC License that would preclude any FCC License from being renewed in the ordinary course (to the extent that such FCC License is renewable by its terms) or could reasonably be expected to place such FCC license at risk of suspension, revocation, cancellation, termination, forfeiture or modification.

(c) Each of the Company and each Company Subsidiary is in compliance in all material respects with the terms of the FCC Rules and any other Laws that apply to, or that are contained in, each FCC License and has timely fulfilled and performed all of its obligations with respect thereto in all material respects, including making all reports, filings, notifications and applications to the FCC except for such reports, filings, notifications and applications that are not material to the operation of the Company's business. The Company has made available to Parent true and complete copies of each such material report, filing, notification and application, including ownership reports and regulatory fee filings, filed in the last three (3) years, with the exception of those reports, filings, notifications and applications that are available in their entirety in the FCC's Universal Licensing System database. The Company has not received written notice of, incurred, or if incurred the Company has fully discharged, any audit, investigation, inquiry, fine, charge or other liability resulting from any noncompliance prior to the Closing relating to such reports, filings, notifications and applications, or any other obligation arising under the Communications Act, FCC Rules or any other Laws that apply to, or that are contained in, each FCC License. The Company or the applicable Company Subsidiary has timely made the payment of all regulatory fees and contributions to the FCC, the United States Treasury or any other Governmental Entity with respect to any FCC License or which are otherwise required by the FCC Rules, including Universal Service Fund and TRS Fund contributions. No payment is owed to the FCC or any other Governmental Entity with respect to any FCC License, or any other obligation arising under the Communications Act or FCC Rules. The Company and the Company Subsidiaries have received all necessary regulatory approvals, made all filings, tower registrations, radio frequency emission certifications, state and tribal historic preservation officers certifications or letters and other reports required to be obtained or made by the Company or any Company Subsidiary relating to the operation of towers, including those necessary to comply with all of the rules, regulations and policies of the Federal Aviation Administration ("FAA") and all other Laws governing the construction, marking and lighting of antenna structures and colocation activities, including FAA and FCC tower registration filing requirements, except for such approvals, filings, registrations, certifications, letters or reports that are not material to the operation of the Company's business. The Company has all documentation in its possession or reasonably ascertainable by the Company supporting such approvals, filings, registrations and certifications, except such approvals, filings, registrations and certifications the absence of which would not, individually or in the aggregate, reasonably be likely to materially adversely affect the business of the Company. There are no investigations, inquiries, enforcement proceedings, orders or other actions pending (or, to the Knowledge of the Company, threatened) by the FAA, the FCC or any similar Governmental Entity with respect to the FCC Licenses or the conduct of the business.

(d) Except as listed in Section 4.25(d) of the Company Disclosure Schedule, there is no pending or planned application by the Company or any of the Company Subsidiaries to modify any FCC License. Except as listed in Section 4.25(d) of the Company Disclosure Schedule, neither the Company nor any of the Company Subsidiaries have (i) entered into any field-strength agreements or otherwise granted any Interference Consents with respect to any of the spectrum that is the subject of any of the FCC Licenses, or (ii) waived or relinquished any right or claim with respect to any of the spectrum that is the subject of any FCC License.

(e) Except as listed in Section 4.25(e) of the Company Disclosure Schedule, neither the Company nor any of the Company Subsidiaries lease any licenses from any Person (other than leases solely among the Company and/or direct or indirect Subsidiaries of the Company).

(f) Except as set forth on Section 4.25(f) of the Company Disclosure Schedule and the Consent of the FCC, no Consent of any Person is required for the Company to transfer or assign any of the FCC Licenses. Neither the Company nor any Company Subsidiary has entered into any obligation, agreement, arrangement or understanding to sell, transfer, deliver, convey, assign or otherwise dispose of any of the FCC Licenses.

(g) All buildout and coverage requirements under 47 C.F.R. 24.203 and 47 C.F.R. 27.14(o) in respect of the FCC Licenses subject to such rules and that have become due have been satisfied in full and on a timely basis, and certification of such buildout, coverage and substantial service has been made to the FCC.

(h) Neither the Company nor any Company Subsidiary is in any material respect in conflict with, or in default or violation of, any Laws applicable to any FCC License (including rules, regulations and orders regarding implementation of CALEA, E911, number portability or telephone service for the hearing impaired and other Laws), and each has complied in all material respects with the terms and conditions of the FCC Licenses.

Section 4.26 Other Communications Regulatory Matters. (a) Section 4.26 of the Company Disclosure Schedule sets forth a correct and complete list of all telecommunications Permits issued by any Governmental Entity regulating telecommunications businesses which have been issued to the Company or any Company Subsidiaries other than the FCC Licenses (the "Other Company Licenses"). The Other Company Licenses constitute all the material Permits issued by any Governmental Entity regulating telecommunications businesses that are necessary from such Governmental Entities for the business operations of the Company and the Company Subsidiaries as they are currently being conducted.

(b) Each Other Company License is valid and in full force and effect and has not been (i) suspended, revoked or cancelled or (ii) adversely modified in any material respect. No Other Company License is subject to (x) any material conditions or requirements that have not been imposed generally upon Permits in the same service or (y) any material pending regulatory proceeding (other than those affecting the telecommunications industry generally or holders of Permits in the same service generally) before a Governmental Entity or judicial review.

(c) Each of the Company and each Company Subsidiary is in compliance in all material respects with the terms of the PUC rules, regulations and orders of any state regulatory bodies (the "PUC Rules") and any other Laws that apply to, or that are contained in, each Other Company License and has timely fulfilled and performed in all material respects all of its obligations with respect thereto, including making all reports, filings, notifications and applications to the respective PUC or state regulatory body except for such reports, filings, notifications and applications that are not material to the operation of the Company's business. The Company has made available to Parent copies of each such material report, filing, notification and application, including ownership reports and regulatory fee filings, filed in the last three (3) years. The Company has not received notice of (actual or constructive), incurred, or if incurred the Company has fully discharged, any audit, investigation, inquiry, fine, charge or other liability resulting from any noncompliance prior to the Closing relating to such reports, filings, notifications and applications, or any other obligation arising under the state public utility Laws and rules, regulations and orders of any state public utility commissions, PUC Rules or any other Laws that apply to, or that are contained in, each Other Company License. The Company has timely made the payment of all regulatory fees and contributions to the PUC, state treasurer or any other Governmental Entity with respect to any Other Company License or which are otherwise required by state public utility Laws and rules, regulations and orders of any state public utility commissions or PUC Rules. No payment is owed to any PUC or any other Governmental Entity with respect to any Other Company License, or any other obligation arising under state public utility Laws and rules, regulations and orders of any state public utility commissions or PUC Rules.

Section 4.27 Customer Agreements.

(a) Section 4.27(a) of the Company Disclosure Schedule contains a true and complete copy of the Company's "form customer agreement" for Individual Customers. The Customer Agreements with Individual Customers generally conform to the standard terms and conditions contained in such "form customer agreement," except for variations to such standard terms and conditions that are not, individually or in the aggregate, material to the Company's business. None of the Customer Agreements with Individual Customers require the Consent of the applicable Individual Customers in connection with the transfer or assignment of such Customer Agreements.

(b) Each Customer Agreement is a valid, binding and enforceable obligation of the Company or its applicable Company Subsidiary, and, to the Knowledge of the Company, each other party thereto, in each case, in accordance with the terms of such Customer Agreement, except where the failure to be so valid, binding and enforceable would not, in the aggregate, be material to the Company's business, and subject to the effect of any applicable Laws, including bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) Neither the Company or the applicable Company Subsidiary nor, to the Knowledge of the Company, any other party to a Customer Agreement is in default or breach of such Customer Agreement, except for past due amounts that are not, individually or in the aggregate, material to the Company's business after taking into account the allowance for doubtful accounts in the Financial Statements.

(d) Neither the execution, delivery and performance of this Agreement by the Company nor the consummation of the transactions contemplated herein will constitute, with or without the giving of notice or passage of time or both, a material breach, violation or default by it, create a Lien or give rise to any right of termination, modification, cancellation, prepayment, acceleration or recapture, or a material loss of rights, under any of the material Customer Agreements.

(e) Section 4.27(e)-1 of the Company Disclosure Schedule contains a true and complete copy of the Company's "form customer agreement" for Enterprise Customers. Except as set forth on Section 4.27(e)-2 of the Company Disclosure Schedule, the Enterprise Agreements generally conform to the standard terms and conditions contained in such "form customer agreement," except for variations to such standard terms and conditions that are not reasonably likely, individually or in the aggregate, to result in a Company Material Adverse Effect.

(f) Section 4.27(f)-1 of the Company Disclosure Schedule sets forth a true and complete list as of the date hereof of each Enterprise Customer Agreement pursuant to which the Company or any Company Subsidiary expects to receive annual revenue in excess of $50,000 (a "Material Enterprise Customer Agreement"). Except as set forth on Section 4.27(f)-2 of the Company Disclosure Schedule, none of the Material Enterprise Customer Agreements or, to the Knowledge of the Company, any other Enterprise Customer Agreements that are material to the Company's business (i) require the Consent of the applicable Enterprise Customer in connection with the consummation of the Merger or the assignment or transfer of such Material Enterprise Customer Agreement or (ii) require the Company or any Company Subsidiary to do business with any third party on an exclusive or preferential basis (including "most favored nation" status).

Section 4.28 Accounts Receivable. The accounts receivable (including receivables arising from any equipment installation agreement that is a Customer Agreement) reflected on the most recent balance sheet included in the Company SEC Documents and the accounts receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by the Company or the applicable Company Subsidiary involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice and (b) constitute only valid, undisputed claims of the Company and the Company Subsidiaries not subject to claims of set-off or other defenses or counterclaims, other than as accrued on such balance sheet or on the books and records of the Company after the date thereof in the ordinary course of business consistent with past practice.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub jointly and severally represent and warrant to the Company as follows:

Section 5.01 Organization, Standing and Power. Each of Parent and Merger Sub is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is organized and has all requisite corporate power and authority to own, lease or otherwise hold its properties and assets and conduct its business as it is currently conducted, except for such failures to be so organized, existing or in good standing, or to have such power and authority that would not, individually or in the aggregate, reasonably be likely to result in a Parent Material Adverse Effect.

Section 5.02 Merger Sub. All of the issued and outstanding capital stock of Merger Sub is, and immediately prior to the Effective Time will be, owned, directly or indirectly, by Parent. Since the date of its incorporation, Merger Sub has not carried on any business or conducted any operations other than the execution of this Agreement, the performance of its obligations hereunder and matters ancillary thereto. Merger Sub was formed solely for purposes of engaging in the transactions contemplated hereby.

Section 5.03 Authorization; Validity of Agreement; Necessary Action. Each of Parent and Merger Sub has all requisite corporate power and authority to execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by or on behalf of Parent and/or Merger Sub, as the case may be, pursuant to or in connection with this Agreement and to consummate the transactions contemplated hereby, including the Merger. The Merger Sub Board has adopted a resolution approving, and declaring the advisability of, this Agreement. The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation of the transactions contemplated hereby, including the Merger, have been duly authorized by the Board of Directors of Parent (the "Parent Board") and the Merger Sub Board and no further corporate action on the part of Parent or Merger Sub or any other Person is necessary to authorize this Agreement or the consummation of the Merger on behalf of Parent or Merger Sub (except for the adoption of this Agreement by Parent as the sole stockholder of Merger Sub, which adoption will be obtained immediately after the execution and delivery of this Agreement). This Agreement, assuming due and valid authorization, execution and delivery thereof by the Company, constitutes the legal, valid and binding obligation of each of Parent and Merger Sub, as the case may be, enforceable against each of them in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and subject to general principles of equity.

Section 5.04 No Conflicts; Consents. The execution and delivery by each of Parent and Merger Sub of this Agreement, do not, and the consummation of the transactions contemplated hereby, including the Merger, and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under any provision of (a) the articles of incorporation or bylaws or comparable organizational documents of Parent or Merger Sub, (b) any Contract to which Parent or Merger Sub is a party or by which any of their respective properties or assets is bound or (c) subject to the filings and other matters referred to in the following sentence, any Order or Law applicable to Parent or Merger Sub or their respective properties or assets, other than, in the case of clauses (b) and (c) above, any such items that would not, individually or in the aggregate, reasonably be likely to result in a Parent Material Adverse Effect. No Consent of, from or with any Governmental Entity is required to be obtained or made by or with respect to Parent or Merger Sub in connection with the execution, delivery and performance of this Agreement or the consummation of the Merger, other than (i) compliance with and filings under the HSR Act, (ii) the filing with the SEC of such reports under Sections 13 and Section 14 of the Exchange Act as may be required in connection with this Agreement and the Merger, (iii) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, (iv) compliance with and filings under the Communications Act, including any FCC Rules, (v) compliance with and filings under any applicable state public utility Laws and rules, regulations and orders of any PUCs and rules, regulations and orders of any regulatory bodies regulating telecommunications businesses and (vi) the Required Regulatory Approvals. Subject to obtaining the Consents referenced in the prior sentence, Parent is qualified to assume control over the Company under all applicable Laws.

Section 5.05 Financing Commitments; Sufficient Funds. (a) Parent has delivered to the Company true and complete copies of an executed commitment letter (including all exhibits, annexes, schedules and term sheets and the executed fee letters (which may be redacted to omit fee amounts and other economic terms) (the "Fee Letters") attached thereto or contemplated thereby), other than the flex letter (the "Flex Letter") (collectively, the "Debt Commitment Letter"), from CoBank, ACB and the other parties thereto to provide debt financing in an aggregate amount set forth therein (being collectively referred to as the "Debt Financing"). None of the provisions in the Flex Letter or redacted in the Fee Letters will limit, prevent, impede or delay the consummation of the Debt Financing in any manner. As of the date hereof, the Debt Commitment Letter has not been amended or modified, no such amendment or modification is contemplated (subject to Parent's right to replace or amend the Debt Commitment Letter pursuant to Section 7.10(b), although no such replacements or amendments are contemplated as of the date hereof), and the respective commitments contained in the Debt Commitment Letter have not been withdrawn or rescinded in any respect. Parent or Merger Sub has fully paid any and all commitment fees or other fees in connection with the Debt Commitment Letter that are payable on or prior to the date hereof and the Debt Commitment Letter is in full force and effect and is the valid, binding and enforceable obligations of Parent and Merger Sub and, to the Knowledge of Parent, the other parties thereto. There are no conditions precedent or other contingencies related to the funding of the Debt Financing (including any subsequent approval process), other than the Financing Conditions. As of the date hereof, there are no side letters or other agreements, contracts or arrangements to which Parent or any of its Subsidiaries is a party related to the funding of the Debt Financing except for the Debt Commitment Letter, the Flex Letter and the Fee Letters. As of the date of this

Agreement, no event has occurred which, with or without notice, lapse of time or both, would constitute a default on the part of Parent or Merger Sub under the Debt Commitment Letter or which would constitute a failure of any Financing Condition and, as of the date of this Agreement, subject to the accuracy of the representations and warranties of the Company set forth in Article IV, Parent does not have any reason to believe that any of the conditions to the Debt Financing will not be satisfied or that the Debt Financing will not be available to Parent or Merger Sub on the date of the Closing.

(b) Upon the consummation of the Sprint Transactions and the funding of the Debt Financing in accordance with the Debt Commitment Letter, Parent and Merger Sub collectively will have at the Effective Time access to sufficient funds for the payment of the Merger Consideration and to perform their obligations with respect to the transactions contemplated by this Agreement.

Section 5.06 Section 203 of the DGCL. Neither Parent nor Merger Sub (or their respective "affiliates" or "associates") is or has been an "interested stockholder" (as defined in Section 203 of the DGCL) with respect to the Company within the last three years.

Section 5.07 Information Supplied. None of the information supplied or to be supplied by Parent or Merger Sub for inclusion or incorporation by reference in the Proxy Statement will, on the date it is first disseminated to the Company's stockholders or at the time of the Company Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, except that no representation is made by Parent or Merger Sub with respect to statements made in or omitted from the Proxy Statement relating to the Company or its Affiliates based on information supplied by the Company for inclusion or incorporation by reference in the Proxy Statement.

Section 5.08 Brokers. No broker, investment banker, financial advisor or other Person, other than Moelis & Company LLC, the fees and expenses of which will be paid by Parent, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Merger based upon arrangements made by or on behalf of Parent or Merger Sub.

Section 5.09 Litigation. Except for such Orders or Proceedings that would not, individually or in the aggregate, reasonably be likely to result in a Parent Material Adverse Effect, there are (a) no continuing Orders to which Parent or any of its Subsidiaries is a party or by which any of their respective properties or assets are bound, and (b) no Proceedings pending and for which service of process has been made against Parent or any Subsidiary of Parent or, to the Knowledge of Parent, threatened against Parent or any Subsidiary of Parent.

Section 5.10 Solvency. As of the Effective Time, assuming (i) satisfaction of the conditions to Parent's and Merger Sub's obligation to consummate the Merger, or waiver of such conditions, and (ii) the accuracy of the representations and warranties of the Company set forth in Article IV hereof, and after giving effect to the transactions contemplated by this Agreement, including the consummation of the Sprint Transactions and the Debt Financing, and the payment of the Merger Consideration, payment of all amounts required to be paid in connection with the consummation of the transactions contemplated hereby, and payment of all related fees and expenses, each of Parent and the Surviving Corporation will be Solvent as of the Effective Time and immediately after the consummation of the transactions contemplated hereby.

Section 5.11 Management Agreements. Except as set forth in this Agreement or the Voting Agreement, as of the date hereof, there are no contracts, undertakings, commitments, agreements or obligations or understandings between Parent or Merger Sub or any of their Affiliates, on the one hand, and any member of the Company's management or the Company Board, on the other hand, relating to the transactions contemplated by this Agreement or the operations of the Surviving Corporation after the Effective Time.

Section 5.12 Sprint Agreements. Parent has provided the Company with true and complete copies of the Sprint Agreements, including all schedules and exhibits thereto.

ARTICLE VI

COVENANTS RELATING TO CONDUCT OF BUSINESS

Section 6.01 Conduct of Business. Except for (x) matters permitted by this Agreement and (y) actions taken in connection with the VAE Wind Down or the Tower Sale, in accordance with Section 6.01 of the Company Disclosure Schedule, from the date of this Agreement until the Effective Time, the Company shall, and shall cause each Company Subsidiary to, (i) conduct its business in the ordinary course of business consistent with past practice, (ii) use reasonable best efforts to preserve its business organization intact in all material respects and to maintain in all material respects existing relations and goodwill with customers, suppliers, regulators, agents, resellers, creditors, lessors, employees and business associates, (iii) perform and satisfy its obligations under the Spectrum Sale Agreement and Tower Sale Agreement and (iv) comply in all material respects with all applicable Laws, including the filing of all reports, forms or other documents with the FCC and the FAA. In addition, and without limiting the generality of the foregoing, except for matters expressly contemplated by this Agreement or disclosed in Section 6.01 of the Company Disclosure Schedule, from the date of this Agreement until the Effective Time, the Company shall not, and shall not permit any Company Subsidiary to, do any of the following without the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed):

(a) (i) declare, set aside or pay any dividends on, or make any other distributions in respect of, any of its capital stock or other equity interests, other than dividends and distributions by a wholly-owned Company Subsidiary to its parent, (ii) split, combine or reclassify any of its capital stock or other equity interests or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or other equity interests, (iii) purchase, redeem or otherwise acquire any shares of capital stock of the Company or any Company Subsidiary or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities or (iv) adopt a plan of complete or partial liquidation or resolutions providing for or authorizing such liquidation or dissolution;

(b) issue, deliver, sell or grant, or authorize the issuance, delivery, sale or grant of, (i) any shares of its capital stock or other equity interests (other than the issuance of Company

Common Stock upon the exercise of any Company Stock Option outstanding prior to the date hereof, but subject to the Company's receipt of the applicable exercise price therefor), (ii) any Voting Company Debt or other securities, (iii) any securities convertible into or exchangeable for any such shares, equity interests, voting securities or convertible or exchangeable securities or (iv) any options, warrants, rights, "phantom" stock rights, stock appreciation rights, stock-based performance units, stock equivalents or similar commitments, Contracts, arrangements or undertakings with respect to any shares of capital stock, equity interests or voting or other securities;

(c) amend its certificate of incorporation, bylaws or other organizational documents;

(d) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any Person or division thereof or any other assets, except for acquisitions of assets from vendors or suppliers in the ordinary course of business consistent with past practice and not exceeding $500,000 individually or $2,500,000 in the aggregate;

(e) other than as required pursuant to existing agreements or Company Plans that are identified in the Company Disclosure Schedule or as set forth in Attachment 2 to Section 6.01 of the Company Disclosure Schedule, (i) grant to any present or former officer, director or employee of the Company or any Company Subsidiary any increase in compensation or other benefits, (ii) grant to any present or former employee, officer or director of the Company or any Company Subsidiary any increase in severance, retention or termination pay or (iii) enter into or amend in any material respect any employment, consulting, indemnification, severance, retention or termination agreement with any present or former employee, officer or director;

(f) except as set forth in Attachment 2 to Section 6.01 of the Company Disclosure Schedule, (i) establish, adopt, enter into, change or amend in any material respect any Company Plan except as required by applicable Law, (ii) except as permitted or required under Section 7.05 or as required under the terms of any Company Plan, take any action to accelerate any material rights or benefits under any Company Plan, (iii) loan or advance money or other property to any present or former officer or director of the Company or any Company Subsidiary or (iv) grant any new or, except as required under Section 7.05, amend any existing, Company Equity Awards;

(g) make any change in accounting methods, principles or practices, except insofar as may be required by GAAP or applicable Law;

(h) enter into a new vendor Contract or extend an existing vendor Contract that (i) has a duration beyond one year from the date of execution thereof or, if a Contract renewal, beyond the shortest permitted term of any renewal or (ii) would exceed $250,000 individually;

(i) make or agree to make any capital expenditures other than in the ordinary course of business generally in accordance with the Company Capital Expenditure Plans;

(j) make or change any material Tax election (other than in the ordinary course of business, such as electing bonus depreciation), change an annual accounting period, adopt or change any material accounting method, file any amended Tax Return, enter into any closing agreement, settle any material Tax claim or assessment, surrender any right to claim a refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment (other than in the ordinary course of business), if such election, adoption, change, amendment, agreement, settlement, surrender, consent or other action would have the effect of increasing the Tax liability of the Company or any of the Company Subsidiaries for any period ending after the Closing Date;

(k) transfer, lease, license, sell, mortgage, pledge, place a Lien upon or otherwise dispose of any of its property or assets (including capital stock or other equity interest of any of the Company Subsidiaries), except for (i) transfers, leases, licenses, sales or other dispositions of inventory and equipment in the ordinary course of business consistent with past practice and (ii) dispositions or sales of its properties or assets in the ordinary course of business consistent with past practice with a fair market value not to exceed $250,000 individually or $2,000,000 in the aggregate;

(l) other than (i) as required by the terms of a Contract in effect as of the date hereof or (ii) in the ordinary course of business consistent with past practice in an amount not to exceed $250,000 individually or $2,000,000 in the aggregate, repurchase, prepay or incur any Indebtedness, including by way of a guarantee or an issuance or sale of debt securities or issue and sell options, warrants, calls or other rights to acquire any debt securities of the Company or any of the Company Subsidiaries;

(m) other than in the ordinary course of business consistent with past practice, modify, amend in any material respect, accelerate, terminate or cancel, any Material Contract or waive any right to enforce, relinquish, release, transfer or assign any rights or claims thereunder;

(n) acquire any interest in real estate, except with respect to cell tower sites in the ordinary course of business consistent with past practice;

(o) enter into any partnership, joint venture or other similar agreement or arrangement;

(p) file for any FCC License or any Permit that would constitute an Other Company License (i) outside of the ordinary course of business or (ii) the receipt of which would, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the Merger or consummation of the transactions contemplated herein;

(q) assign, transfer, cancel, fail to renew or fail to extend any FCC License or Other Company License;

(r) except with respect to customer debts in the ordinary course of business consistent with past practice, (i) settle any Proceeding for an amount in excess of $100,000 (excluding amounts that may be paid under insurance policies) or (ii) cancel, modify or waive any debts or claims held by it or waive any rights having in each case a value or cost in excess of $250,000 individually or $500,000 in the aggregate; or

(s) authorize any of, or commit or agree to take any of, the foregoing actions.

Notwithstanding the foregoing or any other provision of this Agreement, nothing shall prevent the Company from engaging in or causing intercompany transactions involving the Company and/or the Company Subsidiaries that are undertaken in the ordinary course of business consistent with past practice.

Section 6.02 Alternative Transactions. (a) Except as otherwise permitted by this Section 6.02, until the Effective Time, the Company shall not, and shall not permit any of the Company Subsidiaries, or any director, officer or employee of the Company or any Company Subsidiary, to, or authorize any investment banker, attorney or other advisor or representative retained by it or any of the Company Subsidiaries to, directly or indirectly, (i) initiate, solicit or knowingly encourage, or take any other action to knowingly facilitate, any Alternative Transaction Proposal or the making of any proposal that could reasonably be expected to lead to an Alternative Transaction Proposal, (ii) participate in any discussions or negotiations regarding, or furnish or provide access to any Person any information with respect to, any Alternative Transaction Proposal (except, subject to this Section 6.02, to disclose the existence of the provisions of this Section 6.02), (iii) authorize, approve or cause or permit the Company to enter into any merger agreement, acquisition agreement, memorandum of understanding, letter of intent or similar agreement (other than an Acceptable Confidentiality Agreement) relating to an Alternative Transaction Proposal (an "Alternative Transaction Agreement") or (iv) agree or resolve to take any actions set forth in clauses (i) through (iii) of this sentence.

(b) Until the Effective Time, the Company shall promptly (but in any event within one Business Day) notify Parent orally and in writing after receipt of (i) any Alternative Transaction Proposal or any inquiry, offer or proposal that could reasonably be expected to lead to an Alternative Transaction Proposal or (ii) any request for nonpublic information with respect to the Company or Company Subsidiaries relating to any Alternative Transaction Proposal. Such notice shall include the material terms and conditions of such Alternative Transaction Proposal or inquiry, offer, proposal or request (including the identity of the Person making any such Alternative Transaction Proposal, inquiry, offer, proposal or request) and any amendments thereto.

(c) Notwithstanding anything to the contrary contained in Section 6.02(a), if at any time prior to obtaining the Company Stockholder Approval the Company receives an unsolicited, bona fide Alternative Transaction Proposal from any Person that the Company Board determines in good faith, after consultation with outside legal counsel and its independent financial advisor, is, or could reasonably be expected to lead to, a Superior Proposal, the Company may (i) furnish or provide access to information to the Person making such Alternative Transaction Proposal with respect to the Company or the Company Subsidiaries pursuant to an Acceptable Confidentiality Agreement (it being understood that the Company shall as promptly as is reasonably practicable make available to Parent and Merger Sub any written information concerning the Company or the Company Subsidiaries that is provided to any Person pursuant to this Section 6.02(c)(i) to the extent such information was not previously provided to Parent or Merger Sub) and (ii) engage in discussions or negotiations with such Person and its Representatives with respect to such Alternative Transaction Proposal. Upon Parent's request, the Company shall provide Parent a reasonably detailed update on the status and terms of any discussions, negotiations, inquiries, offers, proposals or requests relating to any such Alternative Transaction Proposal. Without limiting the generality of the foregoing, the Company shall provide to Parent, as soon as practicable and in any event within one (1) Business Day after receipt or delivery thereof, copies of all draft agreements (and any other transaction documents to the extent such transaction documents contain any financial terms, conditions or other material terms relating to such Alternative Transaction Proposal, and a summary of the terms of any financing commitments related thereto to the extent applicable and available) sent by or provided to the Company.

(d) Except as set forth in this Section 6.02(d), neither the Company Board nor any committee thereof shall (i) withdraw, withhold, qualify, amend or modify in a manner adverse to Parent or Merger Sub, the approval or recommendation by the Company Board of this Agreement or the Merger, (ii) approve, adopt, endorse or recommend any Alternative Transaction Proposal or Alternative Transaction Agreement or (iii) agree, propose or resolve to take any of the actions set forth in clauses (i) or (ii) of this sentence. Notwithstanding the provisions of the immediately preceding sentence, but subject to the other terms of this Section 6.02(d), prior to the time the Company Stockholder Approval is obtained, the Company Board may (A) if an Intervening Event has occurred, withhold, withdraw, qualify, amend or modify its approval or recommendation of this Agreement and the Merger in connection with such Intervening Event or (B) if the Company has received after the date hereof an Alternative Transaction Proposal that the Company Board determines, after consultation with the Company's outside legal counsel and its independent financial advisor, is a Superior Proposal, withhold, withdraw, qualify, amend or modify its approval or recommendation of this Agreement and the Merger and approve or recommend such Superior Proposal (any action in clause (A) or (B), a "Change of Recommendation"), in each case if, but only if:

(i) the Company notifies Parent and Merger Sub in writing (a "Change of Recommendation Notice"), at least four (4) Business Days in advance, that the Company Board intends to effect a Change of Recommendation and the reasons therefor, which notice shall (y) in the case of an Intervening Event, describe in reasonable detail the facts and circumstances giving rise or relating to such Intervening Event, and (z) in the case of a Superior Proposal, identify the Person making such Superior Proposal, describe the material terms and conditions thereof (including any financing commitments related thereto to the extent applicable and available), and include unredacted copies of the most current and complete draft of any proposed Alternative Transaction Agreement;

(ii) the Company negotiates, and causes its outside legal counsel and independent financial advisor to negotiate, in good faith with Parent and its outside legal counsel and independent financial advisor (to the extent Parent desires to negotiate) during such four (4) Business Day period (the "Notice Period") to make such adjustments to the terms and conditions of this Agreement as would permit the Company Board not to effect a Change of Recommendation with respect to such Intervening Event or so that such Alternative Transaction Proposal ceases to constitute a Superior Proposal, as the case may be;

(iii) at the conclusion of the Notice Period, the Company Board determines in good faith, after consultation with the Company's outside legal counsel and its independent financial advisor, and after taking into account any changes to this Agreement proposed in writing by Parent, that (y) the failure to effect a Change of

Recommendation would reasonably be likely to result in a breach of the directors' fiduciary duties under applicable Law and (z) in the case of a Superior Proposal, that such Superior Proposal continues to constitute a Superior Proposal; and

(iv) in the case of a Superior Proposal, the Company terminates this Agreement pursuant to Section 9.01(d)(i) promptly after effecting such Change of Recommendation and immediately prior to or substantially concurrently with such termination, pays to Parent any amounts required to be paid pursuant to Section 9.02(b).

In the event of any material change in the facts or circumstances giving rise to any such Intervening Event or to the terms of any such Superior Proposal (including any change to the amount or form of consideration), the Company shall, in each case, provide Parent with a new Change of Recommendation Notice, except that the Notice Period shall be two (2) Business Days instead of four (4) Business Days, before the Company Board may effect a Change of Recommendation and, in the case of a Superior Proposal, terminate this Agreement.

(e) Nothing contained in this Section 6.02 shall prohibit the Company from taking and disclosing to its stockholders a position contemplated by Rule 14d-9 or Rule 14e-2(a) promulgated under the Exchange Act or from making any required disclosure to the Company's stockholders if, in the good faith judgment of the Company Board, failure to so disclose would reasonably be likely to result in a violation of applicable Law; provided, however, that if such disclosure does not reaffirm the approval or recommendation by the Company Board of this Agreement and the Merger or has the substantive effect of withholding, withdrawing, qualifying, amending or modifying, in a manner adverse to Parent and Merger Sub, the approval or recommendation by the Company Board of this Agreement or the Merger, such disclosure shall be deemed to be a Change of Recommendation (it being understood, however, that a "stop, look and listen" communication to the Company's stockholders pursuant to Rule 14d-9(f) promulgated under the Exchange Act shall not be deemed a Change of Recommendation).

(f) For purposes of this Agreement:

(i) "Acceptable Confidentiality Agreement" means an agreement with respect to the confidentiality of nonpublic information concerning the Company and the Company Subsidiaries that (A) shall be executed and delivered after the date hereof, (B) does not prohibit the Company from fulfilling its obligations under this Section 6.02 and (C) contains terms substantially similar to those contained in the Confidentiality Agreement;

(ii) "Alternative Transaction Proposal" means any inquiry, offer or proposal relating to any (A) merger, joint venture, partnership, consolidation, dissolution, liquidation, tender or exchange offer, recapitalization, reorganization, share exchange, business combination or similar transaction or (B) other direct or indirect acquisition, in each case under clauses (A) and (B), involving 25% or more of any class of equity securities of the Company or 25% or more of the consolidated total revenues or consolidated total assets (including equity securities of the Company Subsidiaries) of the Company and the Company Subsidiaries, in each case, other than the Merger and the transactions contemplated by this Agreement;

(iii) "Intervening Event" means any event, change, development or occurrence with respect to the Company and the Company Subsidiaries taken as a whole that (A) is material, (B) does not involve or relate to an Alternative Transaction Proposal or Alternative Transaction Agreement and (C) is not known to or reasonably foreseeable by the Company Board as of the date of this Agreement; and

(iv) "Superior Proposal" means (A) any bona fide, written proposal made by a third party to merge with or into the Company or (B) any bona fide, written Alternative Transaction Proposal involving 50% or more of the Company Common Stock or 50% or more of the consolidated total revenues or consolidated total assets (including equity securities of the Company Subsidiaries) of the Company and the Company Subsidiaries through a tender or exchange offer, a merger, a consolidation, a liquidation or dissolution, a recapitalization, a sale or a joint venture, in each case that the Company Board, after consultation with its outside legal counsel and independent financial advisor and after taking into account all relevant financial, legal, regulatory and other aspects of such proposal, including the estimated timing and probability of consummation and the Person or group making such proposal, determines in its good faith judgment to be more favorable, from a financial point of view, to the stockholders of the Company than the Merger.

ARTICLE VII

ADDITIONAL AGREEMENTS

Section 7.01 Stockholders Meeting. The Company shall, as promptly as is reasonably practicable following the date of this Agreement and the mailing of the Proxy Statement (as defined below), convene and hold a meeting of the holders of the Company Common Stock (the "Company Stockholders Meeting") to vote on the adoption of this Agreement in accordance with the Company Charter, the Company Bylaws and applicable Law. The Company Stockholders Meeting may be postponed or temporarily adjourned (a) for the absence of a quorum, (b) to allow reasonable additional time for any supplemental or amended disclosure which the Company has determined in good faith (after consultation with outside counsel) is necessary under applicable Law to be disseminated and reviewed by the Company's stockholders (including with respect to the Company's receipt of an Alternative Transaction Proposal, subject to the Company's compliance with Section 6.02) or (c) to allow additional solicitation of votes in order to obtain the Company Stockholder Approval. The Company shall be permitted to take such actions at the Company Stockholders Meeting as it otherwise would have undertaken at its 2015 annual stockholders meeting.

Section 7.02 Proxy Statement. As promptly as is reasonably practicable following the date of this Agreement, the Company shall prepare and file with the SEC a proxy statement (together with any amendments thereof or supplements thereto, the "Proxy Statement") relating to the adoption of this Agreement by the holders of the Company Common Stock at the Company Stockholders Meeting. The Company shall as promptly as is reasonably practicable notify Parent upon the receipt of any comments from the SEC or its staff or any request from the SEC or its staff for amendments or supplements to the Proxy Statement, and the Company shall as promptly as is reasonably practicable provide Parent with copies of all material correspondence between the Company or its Representatives and the SEC and its staff relating to the Proxy Statement or the transactions contemplated hereby. Prior to filing the Proxy Statement with the SEC or responding to any comments of the SEC with respect thereto, the Company shall (a) give Parent a reasonable opportunity to review and comment on such document or response and (b) include in such document or response comments reasonably proposed by Parent. The Company shall use its reasonable best efforts to cause the Proxy Statement to be disseminated to the holders of the Company Common Stock as promptly as reasonably practicable after the text of the Proxy Statement has been adjusted to satisfactorily address any comments raised by the SEC. The Company and Parent each agree to correct any information provided by it for use in the Proxy Statement that shall have become false or misleading. Parent will furnish (or cause to be furnished) to the Company the information relating to Parent and its Affiliates to be set forth in the Proxy Statement and otherwise cooperate with the Company in the preparation of the Proxy Statement. Except as expressly permitted by Section 6.02(d), the Company shall include in the Proxy Statement the recommendation of the Company Board that the holders of the Company Common Stock vote in favor of the adoption of this Agreement. In the event that subsequent to the date of this Agreement, the Company Board effects a Change of Recommendation as permitted by this Agreement, the Company nevertheless shall continue to solicit proxies and submit this Agreement to the holders of the Company Common Stock for adoption at the Company Stockholders Meeting unless this Agreement shall have been terminated in accordance with its terms. The Company shall ensure that the Proxy Statement complies in all material respects with applicable Laws.

Section 7.03 Access to Information; Confidentiality.

(a) Upon reasonable notice, and except as may otherwise be prohibited by applicable Law, the Company shall, and shall cause each of the Company Subsidiaries to, afford to Parent, and to Parent's officers, employees, accountants and advisors, reasonable access during normal business hours during the period prior to the Effective Time to all their respective properties, assets, books and records, Contracts, personnel (including access to documentation related to environmental and zoning matters and FCC Licenses and Other Company Licenses); provided, however, that the foregoing shall not require the Company to permit any inspection, or to disclose any information to the extent that, in the reasonable judgment of the Company, it would result in the disclosure of any trade secrets of third parties or violate any of its contractual obligations or any obligations with respect to confidentiality or privacy (provided that the Company shall use its reasonable best efforts to provide such access or disclosure in a manner that does not violate any such legal or contractual obligations); and provided, further, that nothing in this Section 7.03 shall require the Company to take or allow any action that would unreasonably interfere with the Company's or any Company Subsidiary's business or operations. In addition, from the date hereof to the Effective Time, the Company shall, and shall cause its Representatives to, (i) reasonably cooperate and consult with Parent regarding Parent's transition and post-closing integration planning as reasonably requested by Parent, (ii) keep Parent reasonably informed as to the status of the VAE Wind-Down and the Tower Sale (including with respect to the estimated and actual costs and expenses thereof, purchase price adjustments thereto and anticipated timing for completion) and the Company's business and financial condition generally, (iii) provide Parent, on a monthly basis, with (A) financial reports (including a consolidated income statement, balance sheet and statement of cash flows) with respect to the Company and the Company Subsidiaries and (B) the total number of Subscribers, indicating the number of Subscribers that are prepaid and postpaid, (iv) provide Parent with devices, data files and other information reasonably required to support the development and testing of the customer migration process and (v) cooperate with and provide reasonable assistance to Parent and Sprint in developing a customer migration process as contemplated in the Sprint Agreements. Upon the request of Parent, the Company shall permit Parent, jointly with the Company, to contact and hold discussions or negotiations with counter-parties to Contracts to which the Company or any Company Subsidiary is a party for the purpose of obtaining the Consent of any such party and addressing any other terms in such Contract as requested by Parent in connection with the Sprint Transactions. Within fifteen (15) days after the date hereof, subject to putting in place mutually agreeable procedures with respect to Parent's and Sprint's review of such Contracts (which shall include, with respect to Sprint's review, redacting customer names and other identifying information), the Company shall (i) use its commercially reasonable efforts to locate copies of each Enterprise Customer Agreement (which efforts shall include contacting the applicable customer with respect to any Enterprise Customer Agreement that is not in the Company's possession), and (ii) provide Parent with true and complete copies of each Enterprise Customer Agreement it was able to locate (which copies may be provided by Parent to Sprint pursuant to the mutually agreeable procedures contemplated herein) and (iii) provide Parent with written summaries of the material terms of the Material Enterprise Customer Agreements that the Company was not able to locate (which summaries may be provided to Sprint pursuant to mutually agreeable procedures contemplated herein). Within ninety (90) days after the date hereof, subject to putting in place mutually agreeable procedures with respect to Parent's and Sprint's review of such Contracts, the Company shall use its commercially reasonable efforts to (x) enter into replacement Enterprise Customer Agreements (on the same terms and conditions) with respect to any Enterprise Customer Agreements that the Company was not able to locate, (y) prepare written summaries of the material terms of the other Enterprise Customer Agreements that the Company was not able to locate or replace (which summaries may be provided to Sprint pursuant to mutually agreeable procedures contemplated herein) and (z) obtain the applicable customers' approvals of the written summaries of the Enterprise Customer Agreements it was not able to locate or replace. In no event shall the Company or any Company Subsidiary be required pursuant to this Section 7.03 to conduct or allow to be conducted any invasive testing of soil, groundwater or building components at any property of the Company or any Company Subsidiary. No investigation pursuant to this Section 7.03 shall affect any representation or warranty in this Agreement of any party or any condition to the obligations of the parties. All information exchanged pursuant to this Section 7.03 shall be subject to the Confidentiality Agreement, and the Confidentiality Agreement shall remain in full force and effect in accordance with its terms.

(b) Subject to applicable Laws and upon Parent's reasonable request, the Company shall reasonably cooperate with Sprint and its employees and representatives, in a reasonable manner during normal business hours and upon reasonable prior notice, in order to facilitate (i) the migration of the Company's billing, IT and other systems and (ii) the transition of the Company's and the Company Subsidiaries' subscribers to Sprint; provided, however, that in no event shall the Company be obligated to provide Sprint or any of its employees or representatives information that the Company, in its sole discretion, reasonably believes is competitively sensitive or that the Company, in its sole discretion, reasonably believes could be harmful to its business if the Closing does not occur.

Section 7.04 Reasonable Best Efforts; Notification; Filings. (a) Upon the terms and subject to the conditions set forth in this Agreement, except as may be otherwise provided in this Agreement, each of the parties hereto shall use its respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated hereby and to cause the conditions to the Merger set forth in Article VIII to be satisfied as promptly as practicable, including (i) obtaining all necessary Consents from Governmental Entities and the making of any other necessary notices, registrations and filings and the taking of all reasonable steps as may be necessary to obtain any other necessary Consent from, or to avoid an action or Proceeding by, any Governmental Entity (including under the HSR Act and the FCC Rules), (ii) obtaining all Consents necessary or advisable to be obtained from third parties in order to consummate the Merger or any of the other transactions contemplated by this Agreement, including the Debt Financing, (iii) defending any Proceedings brought against such party challenging this Agreement or the consummation of the transactions contemplated hereby (including seeking to avoid the entry of, or to have reversed, terminated or vacated, any Order enjoining or prohibiting the Merger), (iv) engaging in divestitures, licenses, hold separate arrangements or similar matters (including covenants affecting business operating practices) and (v) executing and delivering any additional instruments necessary to consummate the Merger and other transactions contemplated hereby and to fully carry out the purposes of this Agreement. To the extent not prohibited by applicable Law or any Governmental Entity, upon the terms and subject to the conditions set forth in this Agreement, each of Parent and the Company shall keep the other reasonably apprised of the status of matters relating to the completion of the transactions contemplated hereby and shall work cooperatively with the other in connection with obtaining all required Consents of any Governmental Entity, including (A) promptly notifying the other of, and, if in writing, furnishing the other with copies of (or, in the case of material oral communications, advising the other orally of) any material communications from or with any Governmental Entity with respect to the Merger or any of the other transactions contemplated by this Agreement, (B) permitting the other to review and discuss in advance, and considering in good faith the views of the other in connection with, any proposed written (or any material proposed oral) communication with any such Governmental Entity, (C) promptly notifying the other of any meeting with any such Governmental Entity, (D) furnishing the other with copies of all substantive correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and any such Governmental Entity with respect to this Agreement and the Merger and (E) cooperating with the other to furnish the other party with such necessary information and reasonable assistance as the other party may reasonably request in connection with the parties' mutual cooperation in preparing any necessary filings or submissions of information to any such Governmental Entity.

(b) Subject to the terms and conditions herein provided and without limiting the foregoing, each of the parties hereto shall as promptly as reasonably practicable (but in no event later than fifteen (15) days after the date hereof) (i) make their respective filings and thereafter make any other required submissions under the HSR Act, (ii) file all such applications (the "FCC Applications") as are required to be filed with the FCC to obtain the FCC's approval for the Merger and respond as promptly as practicable to any additional requests for information received from the FCC by any party to an FCC Application, and (iii) file all such applications as are required to be filed with any PUC to obtain the PUC's approval for the Merger and respond as promptly as practicable to any additional requests for information received from the PUC by any party to an FCC Application. Subject to the terms and conditions herein provided and without limiting the foregoing, each of the parties hereto shall make all Required Regulatory Notice filings immediately prior to Closing. The Company shall, upon Parent's request, reasonably cooperate with Parent and Sprint in order to jointly file all necessary notices, reports and other filings with Parent and Sprint to obtain the Required Regulatory Approvals. Each of the parties hereto shall use its respective reasonable best efforts to cooperate with each other in (x) determining whether any filings are required to be made with, or consents, permits, authorizations or approvals are required to be obtained from, any third parties or other Governmental Entities in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, (y) timely making all such filings and timely seeking all such consents, permits, authorizations or approvals and (z) taking all such further action as reasonably may be necessary to resolve such objections, if any, as the FCC, the Federal Trade Commission, the Antitrust Division of the Department of Justice, state telecommunications, utility, antitrust enforcement or competition authorities of any other jurisdiction or any other person may assert under relevant telecommunications, utility, antitrust or competition laws with respect to the transactions contemplated hereby, including the Debt Financing; provided, however, that nothing in this Agreement, including this Section 7.04, shall require, or be construed to require, Parent or any of its Affiliates to (A) sell, divest, lease, license, transfer, dispose of or otherwise encumber or hold separate (or proffer, agree or consent to any such actions), whether before or after the Effective Time, any assets, properties, licenses, permits, operations, rights, product lines, businesses or interest therein of Parent, the Company or any of their respective Affiliates (including the Surviving Corporation and its Subsidiaries) or (B) proffer, agree or consent to or otherwise effect or become subject to any changes (including through a licensing arrangement), restriction or condition on, or other impairment of, Parent's, the Company's or any of their respective Subsidiaries' (including the Surviving Corporation and its Subsidiaries) ability to own, lease or operate any assets, properties, licenses, operations, rights, product lines, businesses or interests therein or Parent's or any of its Affiliates' ability, directly or indirectly, to vote, transfer, receive dividends or otherwise exercise full ownership rights with respect to the stock or other equity interest of the Surviving Corporation and its Subsidiaries, if, in the case of clause (A) or (B), any such actions or requirements would, individually or in the aggregate, reasonably be expected to adversely affect in any material respect the combined business of Parent and the Surviving Corporation, taken as a whole and after giving effect to the Merger and other transactions contemplated herein (any such action or requirement, an "Adverse Regulatory Condition"), and, provided, further, that (1) neither the Company nor any Company Subsidiary shall take, or proffer, consent or agree to, any of the actions or requirements set forth in clause (A) or (B) without the prior written consent of Parent and (2) neither Parent nor any of its Affiliates shall be required to take any action that is not conditioned upon the occurrence of the Effective Time.

(c) In the event any Proceeding by any Governmental Entity or other Person is commenced that challenges the validity or legality of this Agreement or the Merger or seeks damages or conditions in connection therewith, except as otherwise permitted by this Agreement or necessary to avoid violation of applicable Law, the parties hereto agree to cooperate and use their reasonable best efforts to defend against and respond thereto. Parent shall be entitled to control the defense and settlement of any such Proceeding but shall provide the Company reasonable opportunity to participate in the defense or settlement thereof.

(d) At or immediately prior to the Closing, upon written request by Parent to do so, the Company shall arrange for the delivery to Parent of copies of payoff letters in customary form and substance, from the administrative agent or other similar agents under any credit agreements or facilities or loan instruments of the Company or the Company Subsidiaries that Parent intends to pay off, refinance or otherwise satisfy at Closing, and for the release of all Liens and other security over the Company's and the Company Subsidiaries' properties and assets securing their obligations thereunder, as applicable, together with the return of any collateral in the possession of the applicable administrative agent or similar agent, at the Closing.

(e) Without limiting the generality of Section 7.04(a), in order to make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated hereby and to cause the conditions to the Merger set forth in Article VIII to be satisfied as promptly as practicable, each party shall, and, to the extent applicable, shall cause its Affiliates to, use its best efforts to perform all contractual obligations, satisfy all contractual closing conditions and furnish all deliverables, in each case, as is necessary under contracts upon which the closing of the Merger is expressly conditioned (it being understood and agreed that in entering in this Agreement the Company is relying in good faith on the obligations of Parent set forth in this Section 7.04(e)); provided, however, that nothing in this Agreement shall require Parent, SPC or their respective Affiliates to (x) (i) waive any contractual closing condition in the Sprint Agreements, (ii) waive, relinquish or refuse to enforce any right under any of the Sprint Agreements, (iii) take any action not expressly required by the Sprint Agreements to be taken, including for the purpose of (A) obtaining any Consents of any Governmental Entities or other Persons that are necessary or advisable in order to consummate the Sprint Transactions or (B) defending any Proceedings brought against Parent, Merger Sub, SPC, Sprint or any of their respective Affiliates with respect to or in connection with the Sprint Transactions or the Sprint Agreements, or (iv) agree to any of the foregoing if, in the case of clause (i), (ii), (iii) or (iv), it would, individually or in the aggregate, reasonably be expected to adversely affect in any material respect the expected benefits to Parent of the Sprint Transactions taken as a whole (a "Benefit Reduction"), or (y) initiate any suit, action or proceeding to enforce its contractual or other rights under any of the Sprint Agreements.

(f) Parent shall not, and shall cause SPC and its other Affiliates not to, (i) exercise the termination right set forth in Section 8.1(b) of the Sprint Master Agreement or (ii) exercise any other termination right set forth in the Sprint Master Agreement unless (A) the consequences of Parent not exercising a termination right would reasonably be expected to result in a Benefit Reduction and (B) Parent provides the Company with at least 30 days' prior written notice in advance of exercising such termination right. Parent shall not, and shall cause its Affiliates not to, without the prior written consent of the Company, (y) amend, change, supplement, modify, substitute or replace any term or condition of any of the Sprint Agreements or (z) alter, change, modify or restructure in any manner any of the Sprint Transactions unless, in the case of each of clause (y) and (z), any such amendment, change, supplement, modification, substitution, replacement, alteration or restructuring would not prevent or delay the Closing or otherwise adversely impact the Company.

Section 7.05 Company Equity Awards. (a) At the Equity Award Cancellation Time, each Company Stock Option then outstanding (whether vested or unvested), including each Company Stock Option with an exercise price per share equal to or exceeding the Merger

Consideration, shall be canceled and, in consideration of such cancellation, Parent shall pay or cause to be paid to the holder on the first Business Day following the Equity Award Cancellation Time, in full satisfaction of such Company Stock Option, an amount (but not less than zero) in cash equal to the product of (i) the excess, if any, of (A) the Merger Consideration over (B) the exercise price with respect to such Company Stock Option, and (ii) the number of shares of Company Common Stock subject to such outstanding Company Stock Option.

(b) At the Equity Award Cancellation Time, each Company Restricted Stock Award then outstanding, shall become fully vested and free of restrictions and shall be treated in accordance with Section 3.01.

(c) As of the Closing Date, any outstanding Company Performance Stock Unit Award for which the performance period has commenced shall become earned and eligible to become payable pursuant to the terms of the award agreement and the applicable Company Equity Plan as of the Closing Date, based upon the Company's performance through the Closing Date and the Merger Consideration. With respect to any outstanding Company Performance Stock Unit Awards for which the performance period has not commenced prior to the Closing Date, such Awards shall be forfeited without payment upon Closing pursuant to the terms of the award agreement and the applicable Company Equity Plan.

(d) No purchase rights shall be granted under the Employee Stock Purchase Plan after the date of this Agreement, and all purchase rights outstanding under the Employee Stock Purchase Plan as of the date of this Agreement shall be automatically exercised on the purchase date next following the date of this Agreement or, if earlier, immediately prior to the Equity Award Cancellation Time (provided such purchase rights are otherwise outstanding at such date). Between the date of this Agreement and the purchase date next following the date of this Agreement, up to 2,000 shares of Company Common Stock may be issued under the Employee Stock Purchase Plan. To the extent that any accumulated participant contributions to the Employee Stock Purchase Plan remain after exercise in accordance with the preceding provisions of this Section 7.05(d), such contributions shall be returned to participants immediately after such exercise in accordance with the Employee Stock Purchase Plan and the Company shall terminate the Employee Stock Purchase Plan as of the Equity Award Cancellation Time.

(e) Upon the terms and subject to the conditions set forth in this Agreement, Parent and the Company shall (i) take all actions reasonably necessary to cause the actions and effects specified in Sections 7.05(a), (b), (c) and (d) to occur, and (ii) provide reasonable cooperation to each other in connection with the actions contemplated by this Section 7.05.

(f) All amounts payable pursuant to this Section 7.05 shall be subject to any required withholding of taxes and shall be paid without interest.

Section 7.06 Indemnification. (a) From and after the Effective Time, each of Parent and the Surviving Corporation shall, jointly and severally, indemnify, defend and hold harmless each present and former director and officer of the Company or any of the Company Subsidiaries and each person who served at the request of the Company or any Company Subsidiary as a director or officer of another corporation, partnership, joint venture, trust or other enterprise (collectively, the "Indemnified Parties") against any costs or expenses (including fees and expenses of counsel), judgments, fines, penalties, interest, losses, claims, damages or liabilities and amounts paid in settlement (collectively, "Losses") incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time relating to the Indemnified Party's service with or at the request of the Company, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent such Indemnified Parties are entitled to indemnification by the Company under the Company Charter and the Company Bylaws. From and after the Effective Time, to the fullest extent an Indemnified Party is entitled to advancement of expenses from the Company under the Company Charter and the Company Bylaws, expenses (including attorneys' fees) incurred by such Indemnified Party in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by Parent or the Surviving Corporation in advance of the final disposition of such action, suit or proceeding, subject to receipt of an undertaking by or on behalf of such Indemnified Party to repay such amounts to the extent it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified under the DGCL. The indemnification rights hereunder are not exclusive and shall be in addition to any other rights such Indemnified Party may have under any Law or Contract or any organizational documents of any Person, under the DGCL or otherwise. The certificate of incorporation and bylaws of the Surviving Corporation shall contain, and Parent shall cause the Surviving Corporation to fulfill and honor, provisions with respect to indemnification, advancement of expenses and exculpation that are at least as favorable to the Indemnified Parties as those set forth in the Company Charter and Company Bylaws as of the date of this Agreement, and those provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from the Effective Time in any manner that would adversely affect the rights thereunder of any of the Indemnified Parties. The parties agree that the provisions relating to exoneration of directors and officers and the rights to indemnification and advancement of expenses incurred in defense of any action or suit in the Company Charter or Company Bylaws and the comparable organizational documents of the Company Subsidiaries with respect to matters occurring through the Effective Time shall survive the Merger and shall continue in full force and effect for a period of six (6) years from the Effective Time; provided that all rights to indemnification and advancements in respect of any action, suit or proceeding pending or asserted or claim made within such period shall continue until the disposition of such action, suit or proceeding or resolution of such claim.

(b) If Parent, the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, to the extent necessary, proper provision shall be made so that the successors and assigns of Parent or Surviving Corporation, as the case may be, shall assume the obligations set forth in this Section 7.06.

(c) Parent and the Surviving Corporation shall be jointly and severally liable for and, to the fullest extent permitted by applicable Law, shall pay (within ten (10) days of receiving a reasonably detailed invoice therefor) all reasonable out-of-pocket expenses (including reasonable fees and expenses of counsel) that an Indemnified Party may incur in successfully enforcing the indemnity and other rights and obligations provided for in this Section 7.06.

(d) The provisions of this Section 7.06 are (i) intended to be for the benefit of, and shall be enforceable by, each of the Indemnified Parties, their heirs and their representatives and (ii) in addition to, and not in substitution for, any other rights to indemnification, advancement of expenses or contribution that any such Person may have by contract or otherwise. No release executed by any Indemnified Party in connection with his or her departure from the Company or any of the Company Subsidiaries shall be deemed to be a release or waiver of any of the indemnity or other rights provided such Indemnified Party in this Section 7.06, unless the release or waiver of the provisions of this Section 7.06 is expressly provided for in such release.

Section 7.07 Public Announcements. Except with respect to any action taken pursuant to Section 6.02 or Section 9.01, Parent and Merger Sub, on the one hand, and the Company, on the other hand, shall consult with each other before issuing, and provide each other the opportunity to review, comment upon and approve (such approval not to be unreasonably withheld, conditioned or delayed) any press release or other public statements with respect to this Agreement and the Merger and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, by court process or by obligations pursuant to any listing agreement with any national securities exchange.

Section 7.08 Employee Matters. (a) With respect to employee benefit plans, programs, policies and arrangements that are established or maintained by Parent or its Affiliates (including the Company and the Company Subsidiaries) (the "Parent Benefit Plans") for the benefit of each person who is employed by the Company or any of the Company Subsidiaries as of the Closing Date (the "Company Employees") and, to the extent applicable, any former employees of the Company and the Company Subsidiaries ("Former Company Employees") (and their eligible dependents), Company Employees and Former Company Employees (and their eligible dependents) shall be given credit for their service with the Company and the Company Subsidiaries (i) for all purposes of eligibility to participate and vesting and benefit accrual under retirement, welfare, vacation and severance plans (but not benefit accrual purposes under a defined benefit pension plan) to the extent such service was taken into account under a corresponding Company Plan and (ii) for purposes of satisfying any waiting periods, evidence of insurability requirements, or the application of any pre-existing condition limitations and shall be given credit for amounts paid under a corresponding Company Plan during the same period for purposes of applying deductibles, copayments and out-of-pocket maximums as though such amounts had been paid in accordance with the terms and conditions of the Parent Benefit Plans. Notwithstanding the foregoing provisions of this Section 7.08(a), service and other amounts shall not be credited to Company Employees or Former Company Employees (or their eligible dependents) to the extent the crediting of such service or other amounts would result in the duplication of benefits.

(b) Prior to and effective upon the Closing Date, Parent or one of its Affiliates may make written offers of employment to such Company Employees that it determines in its sole discretion. The written offer of employment shall be for employment on an at-will basis and shall provide that, as a condition of the acceptance of the offer, such Company Employee must waive the Company Employee's right to receive severance benefits under the Company Plans that provide such benefits. Any such Company Employee who, as of the Closing Date, has accepted the written offer of employment from Parent or one of its Affiliates is referred to herein as a "Continuing Employee".

(c) Beginning on the Closing Date and during continued employment with Parent or its Affiliates, each Continuing Employee:

(i) shall receive the annual base salary or hourly wage that is specified in the Continuing Employee's offer of continuing employment with Parent or its Affiliate;

(ii) shall be eligible to earn an annual cash bonus or incentive payment for the calendar year that includes the Closing Date that is equal to the sum of (x) the amount earned under the applicable incentive plan that is a Company Plan for the portion of such year that ends on the Closing Date plus (y) the amount earned under the Parent Benefit Plan that is an incentive plan for the portion of such year beginning on the day after the Closing Date; such total amount, if any, to be paid on the same date that incentives are paid under such Parent Benefit Plan, subject to the provisions of Attachment 2 to Section 6.01of the Company Disclosure Schedule; and

(iii) shall continue to participate through December 31, 2015 or, if later, the Closing, in the Company Plans in which the Continuing Employee was participating on the Closing Date (other than the Company Equity Plans). Parent, in its discretion, may allow Continuing Employees to continue participation in one or more Company Plans after such date until the date determined by Parent and thereafter Continuing Employees shall be eligible to participate in the Parent Benefit Plans in accordance with the terms and conditions of the Parent Benefit Plans subject to the terms and conditions of this Section 7.08.

(d) Prior to the Closing (or within a reasonable time after the Company Employee rejects a written offer of employment, if applicable), Parent or one of its Affiliates shall use its reasonable best efforts to give written notice to each Company Employee who is not a Continuing Employee of Parent's reasonable and good faith estimate of the date that the Company Employee's employment with Parent and its Affiliates is expected to end; provided, however, that such date shall be no later than the first anniversary of the Closing Date. Beginning on the Closing Date and during continued employment with Parent or its Affiliates, each Company Employee as of the Closing Date who is not a Continuing Employee:

(i) shall continue to receive the annual base salary or hourly wage that such Company Employee was eligible to receive on the Closing Date;

(ii) shall be eligible to earn an annual cash bonus or incentive payment for the calendar year that includes the Closing Date that is equal to the amount earned under the applicable incentive plan that is a Company Plan in which such Company Employee was participating, subject to the provisions of Attachment 2 to Section 6.01 of the Company Disclosure Schedule; and

(iii) shall continue to participate through December 31, 2015 or, if later, the Closing, in the Company Plans in which such Company Employee was participating on the Closing Date (other than the Company Equity Plans). Parent, in its discretion, may allow such Company Employee to continue participation in one or more of the Company Plans after such date until the date determined by Parent and thereafter each Company Employee shall be eligible to participate in the Parent Benefit Plans in accordance with the terms and conditions of the Parent Benefit Plans, subject to the terms and conditions of this Section 7.08. Notwithstanding the foregoing, any such Company Employee whose employment with Parent and its Affiliates (including the Company and the Company Subsidiaries) ends before the second anniversary of the Closing Date shall receive severance benefits in accordance with and subject to the terms and conditions of the Company Plans in which such Company Employees participated immediately prior to the Closing Date.

(e) Each Company Employee who receives a Key Employee Stay Bonus Retention Award in accordance with Attachment 2 to Section 6.01 of the Company Disclosure Schedule shall be entitled to receive any amount that is earned and becomes payable in accordance with the terms of such award.

(f) Nothing in this Section 7.08 constitutes a contract of employment or guarantees any person, including any Company Employee, continued employment or particular compensation or employee benefits after the Closing. In addition, nothing contained herein shall (i) be treated as an amendment of any Company Plan, Parent Benefit Plan or any other benefit plan, policy or program or (ii) give any third party, including any Company Employees or any successor, beneficiary or representative thereof, any right to enforce the provisions of this Section 7.08.

Section 7.09 Section 16(b). Prior to the Effective Time, the Company shall take all actions reasonably necessary to cause any dispositions of equity securities of the Company (including derivative securities) in connection with the transactions contemplated by this Agreement by each individual who is a director or officer of the Company to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 7.10 Financing. (a) The Company agrees to use reasonable best efforts to provide such assistance (and to cause the Company Subsidiaries, and to use reasonable best efforts to cause its and their respective Representatives, to provide such assistance) as reasonably requested by Parent in connection with arranging, obtaining and syndicating the Debt Financing as contemplated by the Debt Commitment Letter. Such cooperation shall include each of the following: (i) participation in, and assistance with, the Marketing Efforts related to the Debt Financing, including furnishing to Parent and the Financing Sources, as promptly as is reasonably practicable following Parent's request, such pertinent and customary information as reasonably necessary to consummate the Marketing Efforts or assemble the Marketing Material, (ii) participation by senior management of the Company in, and assistance with, the preparation of customary rating agency presentations and a reasonable number of meetings with rating agencies, (iii) timely delivery to Parent and its Financing Sources of the Financing Deliverables and (iv) participation by senior management of the Company in the negotiation of the Debt Financing Documents and the execution (to the extent applicable) and delivery of the Financing Deliverables. The Company hereby consents to the use of all of its and the Company Subsidiaries' logos in connection with the Debt Financing; provided that such logos are used solely in a manner that is not intended to, or reasonably likely not to, harm or disparage the

Company or the Company Subsidiaries or the reputation or goodwill of the Company or any Company Subsidiary. Notwithstanding anything to the contrary herein, neither the Company, the Company Subsidiaries nor any of their respective personnel or advisors shall be required to provide any such assistance which would unreasonably interfere with the ongoing operations of the Company or the Company Subsidiaries. Further, such assistance shall not include any actions that the Company reasonably believes would (i) result in a violation of any confidentiality arrangement or material agreement or the loss of any legal or other applicable privilege (provided that the Company shall use its reasonable best efforts to perform such actions in a manner that does not violate such obligations or privilege), (ii) cause any representation or warranty in this Agreement to be breached or any condition to Closing set forth in Article VIII to fail to be satisfied, (iii) cause the Company or any of the Company Subsidiaries to incur any actual or potential liability in connection with the arranging, marketing or syndication of the Debt Financing (including the Marketing Efforts) or such assistance or (iv) require the Company or any of its Affiliates to prepare or provide any financial statements or other similar financial data other than the Financial Statements. All such assistance referred to in this Section 7.10(a) shall be at Parent's written request with reasonable prior notice and at Parent's sole cost and expense and Parent shall promptly reimburse the Company and the Company Subsidiaries for all reasonable and documented out-of-pocket costs and expenses as incurred by the Company or any Company Subsidiaries in connection with providing the assistance contemplated by this Section 7.10(a) promptly upon presentment of invoices therefor. Such assistance shall not require the Company or any of its Affiliates to agree to any contractual obligation relating to the Debt Financing that is not expressly conditioned upon the consummation of the Merger and that does not terminate without liability to the Company or any of its Affiliates upon the termination of this Agreement. Neither the Company nor any of its Affiliates shall be required to make any representation or warranty in connection with the Debt Financing or the arranging, marketing or syndication thereof (including the Marketing Efforts) prior to the Closing Date. Parent shall indemnify and hold harmless the Company, the Company Subsidiaries and their respective Affiliates, directors, officers, employees and agents from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties actually suffered or incurred in connection with the arrangement of the Debt Financing, any assistance or activities provided in connection with the Debt Financing as contemplated by this Section 7.10(a), or any provision of any information utilized in connection with the Debt Financing or the arrangement thereof, except to the extent attributable to fraud or intentional misconduct. All non-public or otherwise confidential information regarding the Company and its business obtained by Parent or the Financing Sources pursuant to this section shall be kept confidential in accordance with the Confidentiality Agreement, except that such information may be disclosed to "private side" lenders that agree to customary confidentiality obligations in connection with the arranging, marketing or syndication of the Debt Financing.

(b) Parent shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable to arrange the Debt Financing as promptly as practicable following the date of this Agreement and to consummate the Debt Financing on the Closing Date. Such actions shall include the following: (i) maintaining in effect the Debt Commitment Letter, provided that Parent may replace or amend the Debt Commitment Letter so long as such replacement or amendment would not (A) adversely impact or delay in any material respect the ability of Parent to consummate the Merger or the Debt Financing, (B) delay in any material respect or prevent the Closing, or (C) modify the Financing

Conditions or create any new condition to the Debt Financing (other than the Financing Conditions) if such modification or creation would delay in any material respect or prevent the Closing or make the funding of the loans and the making available of the commitments under the Debt Financing (or the satisfaction of any condition to obtaining the Debt Financing) less likely to occur, (ii) satisfying on a timely basis at or prior to the Closing all Financing Conditions that are within Parent's or any of its Affiliates' control, (iii) negotiating, executing and delivering Debt Financing Documents that reflect the terms contained in the Debt Commitment Letter (including giving effect to any "market flex" provisions contained in the Flex Letter) and that are subject to conditions precedent to the consummation of the Debt Financing no less favorable to Parent than the Financing Conditions (and, in any event, on terms and conditions that would not materially and adversely impact the ability of Parent to timely consummate the Debt Financing or the Closing), (iv) subject to the satisfaction or waiver of the Financing Conditions and the conditions set forth in Section 8.01 and Section 8.03, causing the funding of the loans and the making available of the commitments under the Debt Financing no later than the date on which the Closing is required to occur hereunder and (v) using reasonable best efforts to enforce its rights under the Debt Commitment Letter. Parent shall give the Company prompt notice of any Financing Failure Event. Upon the reasonable request of the Company, Parent will confer with the Financing Sources and confirm, to the Knowledge of Parent, (A) the Financing Sources' intent and ability to perform, and the availability of the Debt Financing, under the Debt Commitment Letters, subject only to satisfaction or waiver of the Financing Conditions, and (B) that Parent is not aware of any event or condition that would reasonably be expected to result in the failure of a Financing Condition. Except as otherwise specifically permitted by clause (i) of this Section 7.10(b) or specifically required by Section 7.10(c), neither Parent nor any of its Affiliates shall be permitted to amend, modify, supplement, restate, assign, substitute or replace, or otherwise waive any obligation or remedy under, the Debt Commitment Letter or any Debt Financing Document. Except as otherwise specifically required by Section 7.10(c), Parent shall not consent to, or otherwise effect, any commitment reduction, commitment termination, commitment cancellation or other similar event under the Debt Commitment Letter or any Debt Financing Document that would, in any manner, terminate, cancel, limit or reduce the commitments of the Financing Sources to provide, subject to the Financing Conditions, the Debt Financing at the Closing in a manner that would prevent Parent from having the funds necessary under the Debt Commitment Letter to complete the Merger, in each case, without the prior written approval of the Company (which approval shall not be unreasonably withheld, conditioned or delayed). Parent shall not consent to any assignment of rights or obligations under the Debt Commitment Letter without the prior written approval of the Company, such approval not to be unreasonably withheld, conditioned or delayed (it being understood that such approval shall not be deemed to be unreasonably withheld, conditioned or delayed if such assignment would, in the reasonable judgment of the Company, materially impede, hinder or delay the Closing or Parent's ability to obtain the full Debt Financing at or prior to the Closing). Upon the Company's reasonable request, Parent shall consult with and keep the Company informed upon request in reasonable detail of the status of its efforts to obtain the Debt Financing.

(c) In the event any portion of the Debt Financing contemplated by the Debt Commitment Letter becomes unavailable on the terms and conditions contemplated (including flex provisions) in the Debt Commitment Letter, Parent shall (i) promptly notify the Company thereof, and (ii) use its reasonable best efforts to promptly arrange and obtain any such portion from alternative sources (the "Alternative Financing"); provided, that, without the prior consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), the conditions precedent to such Alternative Financing shall not include any conditions other than the Financing Conditions. Parent shall obtain, and when obtained, promptly provide the Company with a true and complete copy of, any Alternative Financing commitment and the executed fee letter associated therewith (with only the fee amounts redacted), and to the extent applicable, thereafter (x) any reference in this Agreement to the "Debt Financing" shall include the debt financing contemplated by such commitment letter (including fee letters) for the Alternative Financing, (y) any reference in this Agreement to the "Debt Commitment Letter" or the "Financing Sources" shall be deemed to be the commitment letter (including fee letter) for the Alternative Financing and the lenders or other providers of such Alternative Financing, respectively, and (z) any reference in this Agreement to the Financing Conditions shall include the conditions to the Alternative Financing set forth in the commitment letter (including fee letter) for the Alternative Financing referred to in the prior clause (y).

Section 7.11 Obligations of Merger Sub. Parent shall take all action necessary to cause Merger Sub to perform its covenants and agreements, and comply with its obligations, under this Agreement, including consummating the Merger and the other transactions contemplated by this Agreement on the terms and subject to the conditions set forth in this Agreement.

Section 7.12 Parent Vote. Parent shall vote (or consent with respect to) or cause to be voted (or cause a consent to be given with respect to) any shares of Company Common Stock beneficially owned by it or any of its Subsidiaries or other Affiliates or with respect to which it or any of its Subsidiaries or other Affiliates has the power (by agreement, proxy or otherwise) to cause to be voted (or to provide a consent), in favor of the adoption of this Agreement at any meeting of stockholders of the Company at which this Agreement shall be submitted for adoption and at all adjournments or postponements thereof (or, if applicable, by any action of stockholders of the Company by consent in lieu of a meeting).

Section 7.13 Notification of Certain Matters. The Company shall notify Parent and Merger Sub, and Parent and Merger Sub shall notify the Company, promptly of any event, change or effect between the date of this Agreement and the Effective Time which causes or is reasonably likely to cause the failure of any of the conditions set forth in Section 8.01 or Section 8.02 of this Agreement (in the case of Parent and Merger Sub) or Section 8.01 or Section 8.03 of this Agreement (in the case of the Company), to be satisfied. The delivery of any notice pursuant to this Section 7.13, however, shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice. If any event or matter arises after the date of this Agreement that, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in the Company Disclosure Schedule or that is necessary to correct any information in the Company Disclosure Schedule that has been rendered inaccurate thereby, then the Company shall promptly supplement or amend the Company Disclosure Schedule that it has delivered pursuant to this Agreement and deliver such supplement or amendment to Parent. No such supplement or amendment shall be deemed to cure any breach of any representation or warranty made in this Agreement or have any effect for purposes of satisfying any of the conditions set forth in Section 8.03 or the compliance by the Company with any covenant set forth herein, provided that the delivery of any such notice, supplement or amendment shall not be deemed an admission by the Company that any condition in Article VII is not or will not be satisfied or that a Company Material Adverse Effect has occurred.

Section 7.14 Transaction Litigation. Each of the Company and Parent shall give the other party the opportunity to participate in, and shall keep the other party reasonably informed with respect to, the defense of any litigation against it or its directors or officers relating to the transactions contemplated by this Agreement, the Voting Agreement or the Merger; provided, however, that no settlement of any such litigation shall be agreed to without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 7.15 Control of Operations. Nothing contained in this Agreement shall be deemed to give Parent or the Company, directly or indirectly, the right to control or direct the operations of the other prior to the Effective Time. Prior to the Effective Time, each of Parent and the Company shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its respective operations.

Section 7.16 Transfer Taxes. All Transfer Taxes, if any, and any penalties or interest with respect to the Transfer Taxes, payable in connection with the consummation of the Merger, and all Stock Transfer Taxes, if any, and any penalties or interest with respect to any such Stock Transfer Taxes shall be paid by either Merger Sub or the Surviving Corporation, and shall not be paid out of the aggregate Merger Consideration.

Section 7.17 Termination of Shareholders Agreement. The Company shall take all actions so that, as of the Effective Time, the Shareholders Agreement shall have been terminated and be of no further force or effect.

ARTICLE VIII

CONDITIONS PRECEDENT

Section 8.01 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to consummate the Merger are subject to the satisfaction or waiver (to the extent permitted by applicable Law) at or prior to the Effective Time of each of the following conditions:

(a) The Company Stockholder Approval shall have been obtained.

(b) All Required Regulatory Approvals shall have been obtained by Final Order and without the imposition, individually or in the aggregate, of any Adverse Regulatory Condition.

(c) All Required Regulatory Notices shall have been made in accordance with Section 7.04(b).

(d) There shall not be pending any Proceeding in which a Governmental Entity of competent jurisdiction is seeking to (i) restrain, enjoin or otherwise prohibit or make illegal the consummation of the Merger or the other transactions contemplated, or (ii) impose an Adverse Regulatory Condition.

(e) No Law or Order shall have been enacted, entered, promulgated, issued or enforced by any Governmental Entity of competent jurisdiction and shall be in effect that permanently or preliminarily restrains, enjoins or otherwise prohibits or makes illegal the consummation of the Merger or the other transactions contemplated by this Agreement.

Section 8.02 Conditions to Obligation of the Company to Effect the Merger. The obligation of the Company to consummate the Merger is also subject to the satisfaction or waiver (to the extent permitted by applicable Law) at or prior to the Effective Time of each of the following conditions:

(a) The representations and warranties made by Parent and Merger Sub herein, disregarding all qualifications and exceptions contained herein relating to materiality or Parent Material Adverse Effect or words of similar import, shall be true and correct as of the date hereof and on the Closing Date with the same effect as if made on and as of such date (except for representations and warranties that are made as of a specified date (including the date of this Agreement), which shall be true and correct only as of such specified date); provided, however, that notwithstanding anything contained herein, the condition set forth in this Section 8.02(a) shall be deemed to have been satisfied unless any failure of such representations and warranties of Parent and Merger Sub to be so true and correct would, individually or in the aggregate, reasonably be likely to result in a Parent Material Adverse Effect.

(b) Each of Parent and Merger Sub shall have performed in all material respects all covenants and agreements, and complied in all material respects with all obligations, contained in this Agreement that are to be performed or complied with by it prior to or on the Closing Date.

(c) The Company shall have received a certificate of Parent, dated as of the Closing Date, signed by an executive officer of Parent to the effect that the conditions set forth in Section 8.02(a) and Section 8.02(b) have been satisfied.

Section 8.03 Conditions to Obligation of Parent and Merger Sub to Effect the Merger. The obligations of Parent and Merger Sub to consummate the Merger are also subject to the satisfaction or waiver (to the extent permitted by applicable Law) at or prior to the Effective Time of each of the following conditions:

(a) (i) The representations and warranties made by the Company herein (other than the representations and warranties subject to clause (ii)), disregarding all qualifications and exceptions contained in such representations and warranties relating to materiality or Company Material Adverse Effect or words of similar import (other than the Company Retained Qualifiers), shall be true and correct as of the date hereof and on the Closing Date with the same effect as if made on and as of such date (except for representations and warranties that are made as of a specified date (including the date of this Agreement), which shall be true and correct only as of such specified date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect and (ii) the representations and warranties of the Company contained in (x) the first two sentences of Section 4.02 and (y) Section 4.03 shall be true and correct in all respects (other than de minimus inaccuracies) as of the date hereof and on the Closing Date with the same effect as if made on and as of such date (except for representations and warranties that are made as of a specified date (including the date of this Agreement), which shall be true and correct only as of such specified date).

(b) The Company shall have performed in all material respects all covenants and agreements, and complied in all material respects with all obligations, contained in this Agreement that are to be performed or complied with by it prior to or on the Closing Date.

(c) There shall not have been any Company Material Adverse Effect or any event, change or effect that would, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect.

(d) Parent shall have received a certificate of the Company, dated as of the Closing Date, signed by an executive officer of the Company to the effect that the conditions set forth in Section 8.03(a) and Section 8.03(b) have been satisfied.

(e) The closing of the Sprint Transactions, as contemplated by the Sprint Master Agreement, shall have occurred at, or will occur immediately after, the Effective Time in accordance with the Sprint Agreements.

ARTICLE IX

TERMINATION, AMENDMENT AND WAIVER

Section 9.01 Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time, whether before or after the Company Stockholder Approval has been obtained (other than as provided in Section 9.01(d)(i)), by written notice (other than termination pursuant to Section 9.01(a)) by the terminating party to the other parties specifying the subsection of this Section 9.01 pursuant to which such termination is effected:

(a) by mutual written consent of the Company and Parent;

(b) by either Parent or the Company:

(i) if the Merger shall not have been consummated on or before February 29, 2016 (the "Outside Date"); provided, however, that (A) the right to terminate this Agreement pursuant to this Section 9.01(b)(i) shall not be available to any party whose breach of, or failure to fulfill any obligation under, this Agreement has been the principal cause of, or resulted in, the failure of the Merger to be consummated on or before such date and (B) if the Closing shall not have occurred on or prior to the Outside Date, the parties shall have a one-time option to extend the Outside Date an additional one hundred twenty (120) days (in which case, the term "Outside Date" shall automatically be modified to reflect such extension), to be exercised by (x) mutual agreement of the parties or (y) either of Parent or the Company by delivering written notice to the other party no later than the Business Day immediately before the Outside Date;

(ii) if any Order permanently restraining, enjoining or otherwise prohibiting the Merger shall have become final and nonappealable; provided, however, that no party hereto shall have such right to terminate pursuant to this Section 9.01(b)(ii) unless, prior to such termination, such party shall have used its reasonable best efforts to oppose any such Order or to have such Order vacated or made inapplicable to the Merger; or

(iii) if at the Company Stockholders Meeting (or any adjournment thereof), a proposal to adopt this Agreement shall have been voted upon by the holders of shares of Company Common Stock and the Company Stockholder Approval shall not have been obtained;

(c) by Parent:

(i) if the Company shall have breached any of its representations or warranties or failed to perform any of its covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 8.03(a) or 8.03(b) and (B) is incapable of being cured by the Outside Date or, if capable of being cured, is not cured prior to the first to occur of the Outside Date and the thirtieth (30th) day after written notice thereof is provided by Parent to the Company; provided, however, that each of Parent and Merger Sub is not then in material breach of this Agreement so as to cause any of the conditions set forth in Section 8.01, 8.02(a) or 8.02(b) not to be satisfied;

(ii) if (A) the Company Board (or any committee thereof) effects a Change of Recommendation, (B) the Company or the Company Board (or any committee thereof) delivers a Change of Recommendation Notice to Parent or Merger Sub, (C) the Company shall have breached, in any material respect, any of its obligations under Section 6.02, (D) the Company shall have failed to include the Company Board's recommendation of this Agreement and the Merger in the Proxy Statement or (E) the Company or the Company Board (or any committee thereof) resolved to take or publicly proposed any of the foregoing actions;

(iii) the Sprint Master Agreement shall have been terminated (it being understood that Parent shall not be entitled to terminate this Agreement pursuant to this Section 9.01(c)(iii) if the Sprint Master Agreement was terminated in violation of Section 7.04(f)); or

(iv) if (A) the condition to closing set forth in Section 7.2(c) of the Sprint Master Agreement is not satisfied (x) on account of an inaccuracy in Section 5.3 or Section 5.7 of the Sprint Master Agreement and (y) such inaccuracy is also a breach of Section 4.25 or Section 4.27 hereof and (B) Parent has reasonably determined, based on discussions or other communications with Sprint, that such inaccuracy is reasonably likely to result in an indemnification claim against Parent or one of its Affiliates under the Sprint Master Agreement; and

(d) by the Company:

(i) at any time prior to obtaining the Company Stockholder Approval, if (A) the Company Board effects a Change of Recommendation with respect to a Superior Proposal in accordance with Section 6.02(d) and (B) the Company, immediately prior to or substantially concurrently with such termination, pays to Parent or its designees any amounts required to be paid by it pursuant to Section 9.02(b) (it being understood that such termination shall be null and void if the Company fails to make such payment);

(ii) if Parent or Merger Sub shall have breached any of its representations or warranties or failed to perform any of its covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 8.02(a) or 8.02(b) and (B) is incapable of being cured by the Outside Date or, if capable of being cured, is not cured prior to the first to occur of the Outside Date and the thirtieth (30^{th}) day after written notice thereof is provided by the Company to Parent; provided, however, that the Company is not then in material breach of this Agreement so as to cause any of the conditions set forth in Section 8.01, 8.03(a) or 8.03(b) not to be satisfied;

(iii) if (A) the conditions set forth in Sections 8.01 and 8.03 have been satisfied (other than those conditions that by their nature are to be satisfied at or immediately after the Closing, all of which would be satisfied if the Closing were to occur), (B) the Company has irrevocably confirmed in writing that all conditions set forth in Section 8.02 have been satisfied or that it is willing to waive all unsatisfied conditions in Section 8.02 provided that the Closing occurs by the close of business on the fifth (5^{th}) Business Day following the date of such notice and (C) by the close of business on the fifth (5^{th}) Business Day after the Company has delivered written notice to Parent of the satisfaction of such conditions and such confirmation, the Merger shall not have been consummated; provided that such conditions in Sections 8.01 and 8.03 remain satisfied (to the extent contemplated by clause (A) above) and the Company's certification remains in full force and effect at the close of business on such fifth Business Day; provided, further, that during such period of five (5) Business Days, no party shall be entitled to terminate this Agreement pursuant to Section 9.01(b)(i) until after the close of business on the Business Day immediately following the last day of such period; or

(iv) if (A) the conditions set forth in Sections 8.01 and 8.03 have been satisfied (other than (y) those conditions that by their nature are to be satisfied at or immediately after the Closing, all of which would be satisfied if the Closing were to occur, and (z) the condition in Section 8.03(e)), (B) the Company has irrevocably confirmed in writing that all conditions set forth in Section 8.02 have been satisfied or that it is willing to waive all unsatisfied conditions in Section 8.02 provided that the Closing occurs on or prior to the Outside Date and (C) prior to 12:00 p.m. eastern time on the day prior to the Outside Date (the "Cut-Off Time"), the Company shall not have received a certificate, executed by Parent, irrevocably confirming that each of Parent and Sprint are prepared to immediately close the Sprint Transactions; provided that such conditions in Sections 8.01 and 8.03 remain satisfied (to the extent contemplated by clause (A) above) and the Company's certification remains in full force and effect through the Cut-Off Time; provided, however, that if (y) as of the Cut-Off Time, Parent or any of its Affiliates has initiated a Proceeding against any other Person to cause the Sprint Transactions to be consummated so that the condition in Section 8.03(e) will be satisfied and (z) Parent has irrevocably certified to the Company that it will (1) promptly notify the Company in writing of the final resolution of such Proceeding (the "Resolution Notice") and (2) not terminate this Agreement pursuant to Section 9.01(b)(i) until the sixth (6th) Business Day following the Company's receipt of the Resolution Notice, then the Company shall not be entitled to terminate this Agreement pursuant to this Section 9.01(d)(iv) until the close of business on the fifth (5th) Business Day following the Company's receipt of the Resolution Notice and only if Parent shall not have agreed to consummate the Merger by such time.

Section 9.02 Effect of Termination. (a) In the event of termination of this Agreement as provided in Section 9.01, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of Parent, Merger Sub, the Company or any of their respective Affiliates, other than Section 4.19, Section 5.08, the last sentence of Section 7.03(a), this Section 9.02 and Article X; provided, however, that, except as otherwise provided in Section 9.02(e), no such termination shall relieve any party from any liability for any losses or damages to any other party resulting from any material and willful breach by such party of any representation, warranty, covenant or agreement set forth in this Agreement. The Confidentiality Agreement shall survive any termination of this Agreement in accordance with its terms.

(b) In the event that:

(i) this Agreement is terminated pursuant to (x) Section 9.01(c)(ii) or (y) Section 9.01(d)(i); or

(ii) a bona fide Alternative Transaction Proposal shall have been publicly announced and not withdrawn (A)(1) prior to the Company Stockholders Meeting and thereafter this Agreement is terminated pursuant to Section 9.01(b)(iii) or (2) prior to the Outside Date and thereafter this Agreement is terminated pursuant to Section 9.01(b)(i) and (B) during the twelve (12) months following such termination the Company enters into a definitive agreement to consummate, or consummates, an Alternative Transaction Proposal;

then the Company shall pay Parent $8,800,000 (the "Company Termination Fee") plus an amount equal to the aggregate amount not to exceed $2,500,000 of all fees, costs and expenses (including all attorneys' fees, accountants' fees, financial advisory fees, debt commitment fees and filing fees) incurred by or on behalf of Parent or Merger Sub in connection with the preparation, negotiation, execution and performance of this Agreement and otherwise in connection with the Merger and other transactions contemplated herein, by wire transfer of same-day funds to an account designated in writing by Parent to the Company (x) if terminated pursuant to Section 9.01(d)(i), immediately prior to or substantially concurrently with such termination and (y) in all other cases, by the later of (1) the second Business Day immediately following the date that the Company Termination Fee becomes payable and (2) the second Business Day immediately following the date that Parent shall have designated an account for payment of the Company Termination Fee as provided in this Section 9.02(b). For the purposes of this Section 9.02(b), "50%" shall be substituted for "25%" in the definition of Alternative Transaction Proposal.

(c) In the event that this Agreement is terminated:

(i) (A) by the Company or Parent pursuant to Section 9.01(b)(i) and (B) at the time of such termination all of the conditions to Closing set forth in Article VIII have been satisfied (other than (x) the conditions set forth in Section 8.01(b), Section 8.01(c) and/or Section 8.01(d) (and the reason any such condition is not satisfied is primarily attributable to the failure to obtain a Required Debt Financing Regulatory Approval or a Required Sprint Regulatory Approval) and (y) those conditions that by their nature are to be satisfied by actions taken at or immediately after the Closing and which were, at the time of such termination, capable of being satisfied);

(ii) by the Company or Parent pursuant to Section 9.01(b)(ii) and the applicable Order or Orders giving rise to such termination are primarily attributable to the denial of a Required Regulatory Approval that is a Required Debt Financing Regulatory Approval or a Required Sprint Regulatory Approval;

(iii) by Parent pursuant to Section 9.01(c)(iii);

(iv) by Parent pursuant to Section 9.01(c)(iv);

(v) by the Company pursuant to Section 9.01(d)(ii);

(vi) by the Company pursuant to Section 9.01(d)(iii);

(vii) by the Company pursuant to Section 9.01(d)(iv); or

(viii) (A) by the Company or Parent pursuant to Section 9.01(b)(i), (B) at the time of such termination all of the conditions to Closing set forth in Article VIII have been satisfied (other than (x) the conditions set forth in Section 8.01(b), Section 8.01(c) and/or Section 8.01(d) and (y) those conditions that by their nature are to be satisfied by actions taken at or immediately after the Closing and which were, at the time of such termination, capable of being satisfied) and (C) there has been a Company Final Order Waiver;

then Parent shall pay or cause to be paid to the Company a fee equal to $25,000,000, plus an amount equal to the aggregate amount not to exceed $2,500,000 of all fees, costs and expenses (including all attorneys' fees, accountants' fees, financial advisory fees and filing fees) incurred by or on behalf of the Company in connection with the preparation, negotiation, execution and performance of this Agreement and otherwise in connection with the Merger and other transactions contemplated herein (the "Parent Termination Fee") within two (2) Business Days after such termination, by wire transfer of same day funds to one or more accounts designated by the Company.

(d) In the event that this Agreement is terminated:

(i) (A) by the Company or Parent pursuant to Section 9.01(b)(i) and (B) at the time of such termination all of the conditions to Closing set forth in Article VIII have been satisfied (other than (x) the conditions set forth in Section 8.01(b), Section 8.01(c) and/or Section 8.01(d) (and the reason any such condition is not satisfied is not primarily attributable to the failure to obtain a Required Debt Financing Regulatory Approval or a

Required Sprint Regulatory Approval) and (y) those conditions that by their nature are to be satisfied by actions taken at or immediately after the Closing and which were, at the time of such termination, capable of being satisfied); provided, however, that if the Required Regulatory Approval from the FCC has been obtained but does not constitute a Final Order, there shall also have been a Company Final Order Waiver; provided, further, that the Parent Regulatory Fee shall not be payable pursuant to this Section 9.02(d)(i) in the event that the Parent Termination Fee is also payable pursuant to Section 9.02(c)(viii); or

(ii) by the Company or Parent pursuant to Section 9.01(b)(ii) and the applicable Order or Orders giving rise to such termination are not primarily attributable to the denial of a Required Regulatory Approval that is a Required Debt Financing Regulatory Approval or a Required Sprint Regulatory Approval;

then Parent shall pay or cause to be paid to the Company a fee equal to $8,800,000 plus an amount equal to the aggregate amount not to exceed $2,500,000 of all fees, costs and expenses (including all attorneys' fees, accountants' fees, financial advisory fees and filing fees) incurred by or on behalf of the Company in connection with the preparation, negotiation, execution and performance of this Agreement and otherwise in connection with the Merger and other transactions contemplated herein (collectively, the "Parent Regulatory Fee") within two (2) Business Days after such termination, by wire transfer of same day funds to one or more accounts designated by the Company.

(e) (i) Notwithstanding anything to the contrary in this Agreement, in the event that the Company receives the Parent Termination Fee pursuant to Section 9.02(c)(vi), the Company's receipt of such Parent Termination Fee shall be the sole and exclusive remedy of the Company Related Parties against the Parent Related Parties for any losses or damages suffered as a result of, relating to or in connection with such termination, any breach by Parent or Merger Sub of any representation, warranty, covenant or agreement set forth in this Agreement or the failure of the Merger or other transactions contemplated herein to be consummated.

(ii) Notwithstanding anything to the contrary in this Agreement, no Company Related Party shall (x) have any rights or claims against any Financing Source, any Affiliates of any Financing Source or any officer, director, employee, agent, successor or assign of any Financing Source or Affiliate of any Financing Source in connection with this Agreement, the Debt Financing or the transactions contemplated hereby or thereby, in each case, whether at law or equity, in contract, in tort or otherwise (and all such rights and claims are hereby waived by the Company Related Parties), or (y) commence or support any suit, action or proceeding against any Financing Source or any Affiliates of any Financing Source or any officer, director, employee, agent or successor or assign of any Financing Source or Affiliate of any Financing Source in connection with this Agreement, the Debt Financing or the transactions contemplated hereby or thereby; provided that, notwithstanding the foregoing, nothing in this Section 9.02(e)(ii) shall in any way limit or modify the rights and obligations of Parent or Merger Sub under this Agreement, or any Financing Source's obligations to Parent or Merger Sub under the Debt Commitment Letter.

(f) Except as expressly set forth herein, all fees and expenses incurred in connection with the Merger shall be paid by the party incurring such fees or expenses, whether or not the Merger is consummated; provided, however, that Parent and the Company shall share equally all fees and expenses, other than attorneys' fees, incurred in connection with the filing by the parties hereto of the premerger notification and report forms relating to the transactions contemplated hereby under the HSR Act and the filing of any notice or other document under any applicable foreign antitrust law or regulation. Any amounts payable by the Company pursuant to Section 9.02(b) shall be in addition to any amounts payable by the Company pursuant to this Section 9.02(f). Any amounts payable by Parent pursuant to Section 9.02(c) or Section 9.02(d) shall be in addition to any amounts payable by Parent pursuant to this Section 9.02(f) and any of Parent's expense reimbursement and indemnification obligations contained in Section 7.10.

(g) Each of the Company, Parent and Merger Sub acknowledges that (i) the agreements contained in this Section 9.02 are an integral part of the transactions contemplated by this Agreement, (ii) without these agreements, Parent, Merger Sub and the Company would not enter into this Agreement and (iii) any amount payable pursuant to this Section 9.02 is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate the Company, Parent and Merger Sub in the circumstances in which such amount is payable. The parties hereto acknowledge and hereby agree that in no event shall the Company be required to pay the Company Termination Fee on more than one occasion and in no event shall Parent be required to pay the Parent Termination Fee on more than one occasion or to pay both the Parent Termination Fee and the Parent Regulatory Fee.

Section 9.03 Amendment. This Agreement may be amended by the parties at any time before or after receipt of the Company Stockholder Approval; provided, that after receipt of Company Stockholder Approval, there shall be no amendment that by Law requires further approval by such stockholders without the further approval of such stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. Notwithstanding anything to the contrary contained herein, Section 9.02(e), Section 10.06, Section 10.08 and Section 10.11 and this Section 9.03 (and any provision of this Agreement to the extent a modification, waiver or termination of such provision would modify the substance of Section 9.02(e), Section 10.06, Section 10.08 and Section 10.11 and this Section 9.03) may not be modified, waived or terminated in a manner that impacts or is adverse in any respect to the Financing Sources without the prior written consent of the Financing Sources.

Section 9.04 Extension; Waiver. At any time prior to the Effective Time, the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement or (c) subject to the proviso in the first sentence of Section 9.03, and to the fullest extent permitted by Law, waive compliance with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

ARTICLE X

GENERAL PROVISIONS

Section 10.01 Nonsurvival of Representations and Warranties. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement, nor any rights arising out of any breach of such representations, warranties, covenants and agreements, shall survive the Effective Time, except for those covenants and agreements contained herein and therein that by their terms apply or are to be performed in whole or in part after the Effective Time.

Section 10.02 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or by telecopy, facsimile or email, upon confirmation of receipt or (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

(a) if to Parent or Merger Sub, to

500 Shentel Way
Edinburg, Virginia 22824
Tel: (540) 984-5040
Fax: (540) 984-8192
Attention: Ray Ostroski

with a copy to (which shall not constitute notice hereunder):

Hunton & Williams LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219-4074
Tel: (804) 788-7217
Fax: (804) 343-4864
Attention: Jeff Jones and Steven M. Haas

(b) if to the Company, to

1154 Shenandoah Village Drive
Waynesboro, Virginia 22980
Tel: (540) 946-3500
E-mail: oneilb@ntelos.com
Attention: Brian O’Neil

with a copy to (which shall not constitute notice hereunder):

Mayer Brown LLP
71 South Wacker Drive

Chicago, Illinois 60606
Tel: (312) 782-0600
Fax: (312) 701-7711
Attention: Paul W. Theiss and William R. Kucera

Section 10.03 Interpretation. When a reference is made in this Agreement to a Section or Exhibit, such reference shall be to a Section or Exhibit of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" to the extent such words do not already follow any such term. The word "or" shall not be exclusive. The phrases "herein," "hereof," "hereunder" and words of similar import shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

Section 10.04 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section 10.05 Counterparts. This Agreement (i) may be executed in two or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall be considered one and the same agreement and (ii) shall become effective when signed by all of the parties or when counterparts have been signed by each of the parties and delivered to all of the other parties. Delivery of an executed counterpart of this Agreement by facsimile or ".pdf" file shall be effective to the fullest extent permitted by applicable Law.

Section 10.06 Entire Agreement; No Third-Party Beneficiaries. This Agreement, the Company Disclosure Schedule and all Exhibits and Schedules hereto, the Voting Agreement and the Confidentiality Agreement, taken together, constitute the entire agreement, and supersede all prior agreements, arrangements and understandings, both written and oral, among the parties with respect to the subject matter hereof and the transactions contemplated hereby. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement; provided, however, that (i) the Financing Sources shall be third-party beneficiaries of, and entitled to enforce, Section 9.02(e), Section 9.03, Section 10.06, Section 10.08 and Section 10.11 and (ii) from and after the Effective Time, (x) the Company's stockholders shall be third-party beneficiaries of, and entitled to enforce, Articles II and III and Section 7.05, and (y) the Indemnified Parties shall be third-party beneficiaries of, and entitled to enforce, Section 7.06.

Section 10.07 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

Section 10.08 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned or delegated, in whole or in part, by operation of Law or otherwise by any of the parties without the prior written consent of the other parties. Any purported assignment without such consent shall be void; provided, however, Parent and Merger Sub shall be entitled, without the consent of the Company, to assign its right, title and interest in and to this Agreement to any Financing Source as collateral security for Indebtedness of Parent, Merger Sub, the Surviving Corporation or any of their Affiliates in connection with the Debt Financing. Subject to the two immediately preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 10.09 Enforcement. The parties agree that irreparable injury (for which monetary damages, even if available, would not be an adequate remedy) would occur in the event that any party hereto does not perform the provisions of this Agreement in accordance with its terms or otherwise breaches such provisions (including failing to take such actions as are required of it hereunder in order to consummate the Merger). The parties acknowledge and agree that each party shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, such remedies being in addition to any other remedy to which it is entitled at law or in equity. Each party hereto agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (x) the other party has an adequate remedy at law or (y) an award of specific performance is not an appropriate remedy for any reason at law or equity. Any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction. The parties acknowledge that in the absence of a waiver, a bond or undertaking may be required by a court and the parties hereby waive any such requirement of such a bond or undertaking. Notwithstanding the foregoing, the right of the Company to obtain specific performance, an injunction or other appropriate form of equitable relief, in each case, to cause Parent and Merger Sub to consummate the Merger and pay the Merger Consideration shall be subject to the requirements that: (i) the conditions in Sections 8.01 and 8.03 (other than those conditions that by their nature are to be satisfied at or immediately after the Closing, but subject to such satisfaction of such conditions at the Closing) have been satisfied or waived, (ii) Parent and the Merger Sub fail to complete the Closing by the date the Closing is required to have occurred pursuant to Section 2.02, (iii) the Debt Financing has been funded or the Financing Sources (or the agent thereof) have confirmed in writing that the Debt Financing will be funded at the Closing and (iv) the Company has irrevocably confirmed in writing that (A) the conditions set forth in Section 8.02 have been satisfied or that the Company is willing to waive any of the conditions in Section 8.02 to the extent not so satisfied and (B) if specific performance is granted and the Debt Financing is funded, then the Closing will occur.

Section 10.10 Consent to Jurisdiction; Service of Process; Venue. Each of the parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of the Delaware

Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court and the Federal court of the United States of America sitting in the State of Delaware) for the purposes of any suit, action or other proceeding arising out of this Agreement or the Merger or any other transaction contemplated by this Agreement (and agrees that no such action, suit or proceeding relating to this Agreement shall be brought by it or any of its Subsidiaries except in such courts). Each of the parties further agrees that, to the fullest extent permitted by applicable Law, service of any process, summons, notice or document by U.S. registered mail to such person's respective address set forth above shall be effective service of process for any action, suit or proceeding in the State of Delaware with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each of the parties hereto irrevocably and unconditionally waives (and agrees not to plead or claim), any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the Merger or any of the other transactions contemplated by this Agreement in the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, in any Delaware State court or the Federal court of the United States of America sitting in the State of Delaware) or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Section 10.11 Waiver of Jury Trial. EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR ANY MATTERS CONTEMPLATED HEREBY (INCLUDING WITHOUT LIMITATION ANY DISPUTE IN CONNECTION WITH OR RELATING TO THE DEBT COMMITMENT LETTER OR THE PERFORMANCE THEREOF), AND AGREES TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.

Section 10.12 Non-Reliance; Limitation of Damages. Parent and Merger Sub acknowledge and agree that, except for the representations and warranties expressly set forth in this Agreement, neither the Company nor any of its Representatives has made, in connection with Parent's and Merger Sub's investigation of the Company or otherwise, any representation or warranty, express or implied, including with respect to the accuracy or completeness of any information, written or oral, relating to the Company or the Company Subsidiaries (collectively, the "Information"). Without limiting the generality of the foregoing, Parent and Merger Sub acknowledge that neither the Company nor any of its Representatives has made any representation or warranty with respect to (i) any projections, forecasts or forward-looking statements made or made available to Parent or Merger Sub or any of their respective Representatives or (ii) any memoranda, charts, summaries, schedules or other information about the Company or the Company Subsidiaries made available to Parent or Merger Sub or any of their respective Representatives (including any information by any financial advisor for the Company), except as expressly set forth in this Agreement. Parent and Merger Sub also agree that, except for the representations and warranties expressly set forth in this Agreement, neither they nor any of their respective Representatives has relied upon any representations or warranties of any nature made by or on behalf of or imputed to the Company or any of its Representatives, and Parent and Merger Sub acknowledge that, in entering into this Agreement, they have relied solely on their own investigation of the Company and the Company Subsidiaries and the representations and warranties expressly set forth in this Agreement, subject to the limitations and restrictions specified herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers all as of the date first written above.

SHENANDOAH TELECOMMUNICATIONS COMPANY

By:________________________________
Name: Christopher E. French
Title: President and Chief Executive Officer

GRIDIRON MERGER SUB, INC.

By:________________________________
Name: Christopher E. French
Title: President and Chief Executive Officer

NTELOS HOLDINGS CORP.

By:________________________________
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers all as of the date first written above.

SHENANDOAH TELECOMMUNICATIONS COMPANY

By:____________________________________
Name: Christopher E. French
Title: President and Chief Executive Officer

GRIDIRON MERGER SUB, INC.

By:____________________________________
Name: Christopher E. French
Title: President and Chief Executive Officer

NTELOS HOLDINGS CORP.

By:____________________________________
Name: Rodney D. Dir
Title: President and Chief Executive Officer

EXHIBIT A

CERTIFICATE OF INCORPORATION OF THE SURVIVING CORPORATION

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF NTELOS HOLDINGS CORP.

FIRST. The name of the corporation is “NTELOS HOLDINGS CORP.”

SECOND. The street address of the registered office of the Corporation is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the “DGCL”).

FOURTH. The aggregate number of shares of stock which the Corporation shall have the authority to issue is 100 shares of common stock, with a par value of $0.01 per share. The holders of the shares of common stock shall be entitled to one vote for each share so held with respect to all matters voted on by the stockholders of the Corporation.

FIFTH. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The number of directors of the Corporation shall be as specified in, or determined in the manner provided in, the bylaws, but shall be at least one. Unless and except to the extent that the bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

SIXTH. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Corporation is expressly authorized to make, alter and repeal the bylaws of the Corporation.

SEVENTH. The directors of the Corporation shall be entitled to the benefits of all limitations on the liability of directors generally that are now or hereafter become available under the DGCL. Without limiting the generality of the foregoing, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Article SEVENTH shall be prospective only, and shall not affect, to the detriment of any director, any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

EIGHTH. The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of any nature conferred upon stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

NINTH. (A) A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by the DGCL.

(B)

a. Each person (and the heirs, executors or administrators of such person) who was or is a party or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the DGCL. The right to indemnification conferred in this Article NINTH shall also include the right to be paid by the Corporation the expenses incurred in connection with any such proceeding in advance of its final disposition to the fullest extent authorized by the DGCL. The right to indemnification conferred in this Article NINTH shall be a contract right.

b. The Corporation may, by action of its Board of Directors, provide indemnification to such of the employees and agents of the Corporation to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by the DGCL.

(C) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the DGCL.

(D) The rights and authority conferred in this Article NINTH shall not be exclusive of any other right which any person may otherwise have or hereafter acquire.

(E) Neither the amendment nor repeal of this Article NINTH, nor the adoption of any provision of this Certificate of Incorporation or the bylaws of the Corporation, nor, to the fullest extent permitted by the DGCL, any modification of law, shall eliminate or reduce the effect of this Article NINTH in respect of any acts or omissions occurring prior to such amendment, repeal, adoption or modification.

TENTH. The stockholders of the Corporation shall not be personally liable for the debts, liabilities or obligations of the Corporation.

COMPANY DISCLOSURE SCHEDULE

TO

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

SHENANDOAH TELECOMMUNICATIONS COMPANY,

GRIDIRON MERGER SUB, INC.

AND

NTELOS HOLDINGS CORP.

Dated as of August 10, 2015

INTRODUCTION

This Company Disclosure Schedule has been prepared and delivered in accordance with the Agreement and Plan of Merger (the "Agreement"), dated as of August 10, 2015, by and among Shenandoah Telecommunications Company, Gridiron Merger Sub, Inc. and NTELOS Holdings Corp. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

This Company Disclosure Schedule is qualified in its entirety by references to the specific provisions of the Agreement and is not intended to constitute, and shall not be construed as constituting, any representations, warranties, covenants or obligations of the Company or Company Subsidiaries, except as and to the extent provided in the Agreement. This Company Disclosure Schedule and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties, covenants and obligations set forth in the Agreement and shall not be deemed to expand in any way the scope or effect of any such representations, warranties, covenants or obligations.

Neither the specification of any Dollar amount or any item or matter in any provision of the Agreement nor the inclusion of any specific item or matter in this Company Disclosure Schedule is intended to imply that such amount, or higher or lower amounts, or the item or matter so specified or included, or other items or matters, are or are not material, and no party shall use the fact of the specification of any such amount or the specification or inclusion of any such item or matter in any dispute or controversy between the parties as to whether any item or matter not specified herein or included in this Company Disclosure Schedule is or is not material for purposes of the Agreement or for any other purpose. Neither the specification of any item or matter in any provision of the Agreement nor the inclusion of any specific item or matter in any Schedule hereto is intended to imply that such item or matter, or other items or matters, are or are not in the ordinary course of business, and no party shall use the fact of the specification or the inclusion of any such item or matter in any dispute or controversy between the parties as to whether any item or matter not specified herein or included in this Disclosure Schedule is or is not in the ordinary course of business for purposes of this Agreement.

Disclosure in this Company Disclosure Schedule of any third party allegations with respect to any alleged failure to perform, or breach, default or termination event with respect to, a contractual or other duty or obligation is not an admission that such has in fact occurred or will occur.

Matters reflected in this Company Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected in this Company Disclosure Schedule. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

LIST OF SECTIONS TO COMPANY DISCLOSURE SCHEDULE

Section 4.02
Company Subsidiaries

Company Subsidiaries:

1. NTELOS Cable Inc.
2. NTELOS Cable of Virginia Inc.
3. NTELOS Communications Inc.
4. NTELOS Inc.
5. NTELOS Licenses Inc.
6. NTELOS Payroll Corp.
7. NTELOS PCS Holdings LLC
8. NH Licenses LLC (the version provided to Parent is not executed and not dated)
9. R & B Cable, Inc.
10. R & B Communications, L.L.C.
11. Richmond 20MHz, LLC
12. The Beeper Company
13. Virginia PCS Alliance, L.C. (the version provided to Parent is not executed and not dated)
14. Virginia RSA 6 LLC
15. West Virginia PCS Alliance, L.C. (the version provided to Parent is not executed)

The following Company Subsidiaries are not wholly owned:

1. Virginia PCS Alliance, L.C. (less than 3% percent of the common membership interests are held by third parties, collectively, as follows)
    a. MGW Communications, Inc. and/or its affiliates (1.392947 common membership interests)
    b. New Hope Telephone Co. and/or its affiliates (0.137109 common membership interests)
    c. HardyNet, Inc. and/or its affiliates (1.034761 common membership interests)

2. NH Licenses LLC (20% membership interest held by Hardy Telecommunications, Inc.) (the version provided to Parent is not executed and not dated)

The Company owns equity interests in the following Persons that are not Company Subsidiaries:

1. Virginia Capital, LLC
2. CoBank, ACB
3. Associated Carrier Group, LLC

Shares of capital stock or ownership interests in each of the following Company Subsidiaries have been pledged in connection with the Credit Facility:

1. NTELOS Cable Inc.
2. NTELOS Cable Virginia Inc.
3. NTELOS Licenses Inc.
4. NTELOS PCS Holdings LLC
5. NTELOS Communications Inc.
6. NTELOS Payroll Corp.
7. R & B Communications, L.L.C.
8. West Virginia PCS Alliance, L.C.
9. Virginia RSA 6 LLC
10. R & B Cable, Inc.
11. The Beeper Company
12. Virginia PCS Alliance, L.C.
13. Richmond 20MHZ, LLC
14. NH Licenses LLC

Section 4.03

Capital Structure

Company Equity Awards

1. Please see Attachment 1 to this Section 4.03.

Agreements related to Voting or Transfer of Capital Stock

1. Amended and Restated Shareholders Agreement, dated February 13, 2006, among NTELOS Holdings Corp., Quadrangle Capital Partners LP, Quadrangle Select Partners LP, Quadrangle Capital Partners-A LP, Citigroup Venture Capital Equity Partners, L.P., CVC/SSB Employee Fund, L.P., CVC Executive Fund LLC, the other CVC Entities named therein and the Management Shareholders named therein

Attachment 1 to Section 4.03

Company Equity Awards

See attached.

Company Stock Options

Strike Price	Options Outstanding	Award Date
$ 6.00	261,503	3/5/2015
$ 11.83	34,400	1/2/2013
$ 12.47	309,328	3/6/2013
$ 12.93	175,793	3/14/2014
$ 13.00	2,500	3/26/2013
$ 14.49	1,434	11/13/2012
$ 14.57	7,087	2/28/2006
$ 14.82	6,966	2/8/2006
$ 17.06	5,000	9/12/2012
$ 19.67	21,736	1/2/2014
$ 20.05	810	8/30/2010
$ 20.41	4,860	2/16/2010
$ 20.91	20,999	7/30/2012
$ 20.93	18,600	1/3/2012
$ 21.15	16,164	11/11/2011
$ 21.35	1,620	12/1/2010
$ 21.39	1,500	3/19/2012
$ 21.40	36,562	3/14/2012
$ 21.53	59,427	3/1/2010
$ 22.08	6,966	1/2/2007
$ 22.25	50,220	3/2/2009
$ 22.25	4,620	1/4/2010
$ 22.40	42,725	3/5/2007
$ 22.52	84,454	9/9/2011
$ 22.71	1,620	4/1/2011
$ 23.07	58,381	9/2/2011
$ 23.25	199,351	2/29/2012
$ 23.94	4,362	1/3/2011
$ 23.98	68,759	2/28/2011
$ 26.32	47,424	3/3/2008
$ 30.27	6,966	1/2/2009
$ 35.79	810	10/16/2007
$ 36.27	6,966	1/2/2008
$ 37.03	810	10/1/2007
Grand Total	1,570,723	

Company Restricted Stock Awards

Award Date	Restricted Shares Outstanding
9/12/2012	2,500
3/6/2013	75,418
6/24/2013	500
7/1/2013	6,595
3/14/2014	71,018
10/1/2014	2,255
10/28/2014	1,243
1/2/2015	73,172
2/5/2015	50,000
3/5/2015	274,354
3/10/2015	104,550
Grand Total	661,605

Company Performance Stock Unit Awards

Award Date	Unvested Units	Vesting Date
3/6/2013	46,568	12/31/2015
3/14/2014	41,718	12/31/2016
3/5/2015	28,031	12/31/2017
Grand Total	116,317	

Section 4.05

No Conflicts; Consents

Contracts

1. Second Amendment and Restatement Agreement to the Amended and Restated Credit Agreement with the Second Amended and Restated Credit Agreement, dated January 31, 2014, among NTELOS Inc., the Lenders party thereto, Deutsche Bank Securities Inc., UBS Securities LLC, Union Bank and JPMorgan Chase Bank, N.A.

2. The Contracts listed as items 11 through 16 of Section 4.10(a) of this Company Disclosure Schedule are hereby incorporated by reference.

3. Global Network Operations Center (GNOC) Services Agreement, dated April 12, 2012, between Alcatel-Lucent USA Inc. and NTELOS Inc., as amended, together with all related statements of work

4. CIBER Record License Agreement, dated June 1, 2007, between CIBERNET Corporation and NTELOS

5. Broadband Initiatives Program Grant and Security Agreement, dated October 8, 2010, among West Virginia PCS Alliance, L.C., NTELOS Licenses Inc. and the United States of America, acting through the Administrator of the Rural Utilities Service

6. The Contracts listed in Section 4.17 of this Company Disclosure Schedule are hereby incorporated by reference.

PUCs

1. Public Service Commission of West Virginia

2. Public Utilities Commission of Ohio

3. Kentucky Public Service Commission

4. Pennsylvania Public Utility Commission

5. Maryland Public Service Commission

6. State Corporation Commission of the Commonwealth of Virginia

Section 4.06(c)

Undisclosed Liabilities

1. Sections 4.09(e), (f), (i)(A), (i)(B) and (l) of this Company Disclosure Schedule are hereby incorporated by reference.

2. Section 4.10(c) of this Company Disclosure Schedule is hereby incorporated by reference.

3. Section 4.12 of this Company Disclosure Schedule is hereby incorporated by reference.

4. Section 4.18 of this Company Disclosure Schedule is hereby incorporated by reference.

5. The information contained in the footnotes to the most recent consolidated balance sheet of the Company filed in the Company SEC Documents prior to the date hereof is hereby incorporated by reference.

Section 4.08

Absence of Certain Changes or Events

1. Pursuant to a corporate action plan initiated on December 2, 2014, twelve employees were separated from the Company and the Company Subsidiaries since June 30, 2015.

2. The Daleville Call Center closed on or about July 3, 2015. Sixteen employees were separated from the Company and the Company Subsidiaries as part of this closure.

3. The Company has amended its bylaws to include an exclusive forum provision.

4. On July 17, 2015, Richmond 20MHz, LLC executed a contract to sell the Ownby Lane property to Auto Driveway Richmond, LLC.

5. On July 25, 2015, the Company entered into an Amendment to the Amended and Restated MDS Lease Agreement, dated August 3, 2000, between Blake Twedt and CFW Cable Inc. (now known as NTELOS Cable Inc.).

Section 4.09

{{BEGIN HIGHLY CONFIDENTIAL}}

Taxes

.

{{END HIGHLY CONFIDENTIAL}}

Section 4.10

[[BEGIN CONFIDENTIAL]]

Benefit Plans

[[END CONFIDENTIAL]]

Section 4.12

[[BEGIN CONFIDENTIAL]]

Litigation

[[END CONFIDENTIAL]]

Section 4.13

Compliance with Applicable Law; Permits

1. Sections 4.09(e), (f), (i)(A) and (i)(B) of this Company Disclosure Schedule are hereby incorporated by reference.

2. Section 4.10(c) of this Company Disclosure Schedule is hereby incorporated by reference.

3. Section 4.12 of this Company Disclosure Schedule is hereby incorporated by reference.

4. Section 4.18 of this Company Disclosure Schedule is hereby incorporated by reference.

Section 4.14

[[BEGIN CONFIDENTIAL]]

Contracts

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[[END CONFIDENTIAL]]

Section 4.15

[[BEGIN CONFIDENTIAL]]

Intellectual Property

[[END CONFIDENTIAL]]

Section 4.16

Title to Properties

1. NTELOS Inc.

    a. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 090807 7357-0, filed August 7, 2009).

    b. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4066-8, filed November 9, 2012).

    c. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4067-0, filed November 9, 2012).

    d. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Kentucky Secretary of State (file number 2009-2403612-69.01, filed August 7, 2009).

    e. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Ohio Secretary of State (file number OH0013530197, filed August 7, 2009).

    f. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Ohio Secretary of State (file number OH00162640546, filed November 9, 2012).

    g. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the West Virginia Secretary of State (file number 201238634259, filed November 9, 2012).

    h. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the West Virginia Secretary of State (file number 201238634261, filed November 9, 2012.

2. R&B Communications LLC

    a. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Delaware Secretary of State (file number 2012 3221522, filed August 20, 2012).

    b. All assets filing (transmitting utility) in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Delaware Secretary of State (file number 2012 3221548, filed August 20, 2012).

c. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Delaware Secretary of State (file number 2012 4342921, filed November 9, 2012).

d. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 090807 7367-1, filed August 7, 2009).

3. NTELOS Cable Inc.

   a. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 090807 7353-2, filed August 7, 2009).

   b. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4063-2, filed November 9, 2012).

   c. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4064-4, filed November 9, 2012).

   d. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the West Virginia Secretary of State (file number 201238634261, filed November 9, 2012).

4. R & B Cable, Inc.

   a. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 090807 7366-9, filed August 7, 2009).

   b. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4053-1, filed November 9, 2012).

   c. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4054-3, filed November 9, 2012).

5. NTELOS Communications Inc.

   a. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 090807 7365-7, filed August 7, 2009).

b. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4059-3, filed November 9, 2012).

c. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4060-6, filed November 9, 2012).

d. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Kentucky Secretary of State (file number 2009-2403611-58.01, filed August 7, 2009).

e. Financing statement as to equipment leased pursuant to a Master Lease Agreement entered into with IOS Capital, LLC made in favor of IKON Financial SVCS with the Office of the Kentucky Secretary of State (file number 2012-2587454-90.01, filed June 26, 2012).

f. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Kentucky Secretary of State (file number 2012-2610001-35.01, filed November 13, 2012).

g. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the West Virginia Secretary of State (file number 201238634246, filed November 9, 2012).

6. The Beeper Company

a. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 090807 7370-8, filed August 7, 2009).

b. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4050-5, filed November 9, 2012).

c. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4051-7, filed November 9, 2012).

7. Richmond 20 MHz, LLC

a. All assets filing (transmitting utility) in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Delaware Secretary of State (file number 2009 2538418, filed August 7, 2009); release of collateral filed as to work product and ground lease located at 4669 Sleepy Hole Road, Suffolk, Virginia.

b. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Delaware Secretary of State (file number 2010 2673667, filed August 2, 2010); release of collateral filed as to work product and ground lease located at 4669 Sleepy Hole Road, Suffolk, Virginia.

c. All assets filing (transmitting utility) in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Delaware Secretary of State (file number 2010 2673683, filed August 2, 2010); release of collateral filed as to work product and ground lease located at 4669 Sleepy Hole Road, Suffolk, Virginia.

d. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Delaware Secretary of State (file number 2012 4342988, filed November 9, 2012); release of collateral filed in connection with Asset Purchase Agreement entered into with Graincomm 1, LLC.

e. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Delaware Secretary of State (file number 2012 4343010, filed November 9, 2012); release of collateral filed in connection with Asset Purchase Agreement entered into with Graincomm 1, LLC.

f. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the North Carolina Secretary of State (file number 20090061516A, filed August 7, 2009).

g. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the North Carolina Secretary of State (file number 20120105145B, filed November 9, 2012).

h. All assets filing (transmitting utility) in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 090807 7350-6, filed August 7, 2009); release of collateral filed as to work product and ground lease located at 4669 Sleepy Hole Road, Suffolk, Virginia.

i. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109 4059-9, filed November 9, 2012); release of collateral filed in connection with Asset Purchase Agreement entered into with Graincomm 1, LLC.

8. Virginia RSA 6 LLC

a. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 090807 7372-2, filed August 7, 2009).

b. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4048-0, filed November 9, 2012).

c. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4049-2, filed November 9, 2012).

9. Virginia PCS Alliance, L.C.

a. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the West Virginia Secretary of State (file number 201238634222, filed November 9, 2012); release of collateral filed in connection with Asset Purchase Agreement entered into with Graincomm 1, LLC.

b. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 090807 7373-4, filed August 7, 2009).

c. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4046-6, filed November 9, 2012); release of collateral filed in connection with Asset Purchase Agreement entered into with Graincomm 1, LLC.

d. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4047-8, filed November 9, 2012); release of collateral filed in connection with Asset Purchase Agreement entered into with Graincomm 1, LLC.

10. West Virginia PCS Alliance, L.C.

a. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Kentucky Secretary of State (file number 2009-2403616-03.01, filed August 7, 2009).

b. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Kentucky Secretary of State (file number 2012-2610000-24.01, filed November 13, 2012); release of collateral filed in connection with Asset Purchase Agreement entered into with Graincomm 1, LLC.

c. All assets filing (transmitting utility) in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Ohio Secretary of State (file number OH00136518717, filed August 7, 2009).

d. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Ohio Secretary of State (file number OH00162640657, filed November 9, 2012); release of collateral filed as in connection with Asset Purchase Agreement entered into with Graincomm 1, LLC.

e. Financing statement (transmitting utility) as to all property, assets, privileges, licenses and franchises acquired with grant funds made in favor of the United States of America, Rural Utilities Service of the United States Department of Agriculture with the Office of the West Virginia Secretary of State (file number 201038366979, filed December 3, 2010).

f. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the West Virginia Secretary of State (file number 201238634210, filed November 9, 2012); release of collateral filed as in connection with Asset Purchase Agreement entered into with Graincomm 1, LLC.

g. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 090807 7374-6, filed August 7, 2009).

h. Financing statement (transmitting utility) as to all property, assets, privileges, licenses and franchises acquired with grant funds made in favor of the United States of America, Rural Utilities Service of the United States Department of Agriculture with the Office of the Virginia State Corporation Commission (file number 101202 4135-9, filed December 2, 2010).

i. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109 4044-2, filed November 9, 2012); release of collateral filed as in connection with Asset Purchase Agreement entered into with Graincomm 1, LLC.

j. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109 4045-4, filed November 9, 2012); release of collateral filed as in connection with Asset Purchase Agreement entered into with Graincomm 1, LLC.

11. NTELOS Licenses Inc.

a. Financing statement (transmitting utility) as to all property, assets, privileges, licenses and franchises acquired with grant funds made in favor of the United States of America, Rural Utilities Service of the United States Department of Agriculture with the Office of the Maryland Department of Assessments and Taxation (file number 0000000181409220, filed December 2, 2010).

b. Financing statement (transmitting utility) as to all property, assets, privileges, licenses and franchises acquired with grant funds made in favor of the United States of America, Rural Utilities Service of the United States Department of Agriculture with the Office of the West Virginia Secretary of State (file number 201038366979, filed December 3, 2010).

c. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 090807 7358-2, filed August 7, 2009).

d. Financing statement (transmitting utility) as to all property, assets, privileges, licenses and franchises acquired with grant funds made in favor of the United States of America, Rural Utilities Service of the United States Department of Agriculture with the Office of the Virginia State Corporation Commission (file number 101202 4135-9, filed December 2, 2010).

e. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109 4057-9, filed November 9, 2012); release of collateral filed as in connection with Asset Purchase Agreement entered into with Graincomm 1, LLC.

f. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109 4058-1, filed November 9, 2012); release of collateral filed as in connection with Asset Purchase Agreement entered into with Graincomm 1, LLC.

12. NTELOS Cable of Virginia Inc.

a. All assets (transmitting utility) filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 090807 7354-4, filed August 7, 2009).

b. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4061-8, filed November 9, 2012).

c. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4062-0, filed November 9, 2012).

13. NTELOS Payroll Corp.

a. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 120525-4213-2, filed May 25, 2012).

b. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 121109-4065-6, filed November 9, 2012).

14. NTELOS PCS Holdings LLC

a. All assets (transmitting utility) filing, including fixtures, in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 140102-4014-8, filed January 2, 2014).

b. All assets filing in favor of JPMorgan Chase Bank, N.A., as Collateral Agent, with the Office of the Virginia State Corporation Commission (file number 140102-4015-0, filed January 2, 2014).

15. Section 4.14(a)(x) of this Company Disclosure Schedule is hereby incorporated by reference.

16. Master Equity Lease Agreement, dated June 1, 2001, between Enterprise Leasing Co. d/b/a Enterprise Fleet Services and NTELOS Inc., as amended

Section 4.17

[[BEGIN CONFIDENTIAL]]

Real Property

[[END CONFIDENTIAL]]

Section 4.18

[[BEGIN CONFIDENTIAL]]

Environmental Matters

[[END CONFIDENTIAL]]

Section 4.23
Interested Party Transactions

1. Amended and Restated Shareholders Agreement among NTELOS Holdings Corp., Quadrangle Capital Partners LP, Quadrangle Select Partners LP, Quadrangle Capital Partners-A, Citigroup Venture Capital Equity Partners, L.P., CVC/SSB Employee Fund, L.P., CVC Executive Fund LLC and the CVC Entities, dated February 13, 2006.

2. Section 4.10(a) of this Company Disclosure Schedule is hereby incorporated by reference.

Section 4.24

{{BEGIN HIGHLY CONFIDENTIAL}}

Subscribers

{{END HIGHLY CONFIDENTIAL}}

Section 4.25

FCC Matters

(a)

1. International Section 214 Authorizations

Authorization Holder	File Number	Purpose	Grant Date	Expiration Date
NTELOS Inc.	ITC-214-19970710-00390	Global Resale Service	8/29/1997	N/A

2. Wireless Licenses – Summary Information
(sorted by licensee and call sign)

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Grant Date	Expiration Date
NTELOS Inc.	KNLG677	CW	Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA	BTA179	6/12/07	4/28/17
NTELOS Inc.	KNLG680	CW	Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA	BTA179	6/12/07	4/28/17
NTELOS Inc.	WPOJ709	CW	Altoona, PA BTA	BTA012	8/13/09	6/30/19
NTELOS Inc.	WPOJ710	CW	Cumberland, MD BTA	BTA100	8/13/09	7/17/19
NTELOS Inc.	WPOJ711	CW	Fairmont, WV BTA	BTA137	8/13/09	6/30/19
NTELOS Inc.	WPOJ712	CW	Morgantown, WV BTA	BTA306	8/13/09	6/30/19
NTELOS Inc.	WPOJ713	CW	Parkersburg, WV-Marietta, OH BTA	BTA342	8/13/09	6/30/19
NTELOS Inc.	WPOJ714	CW	Wheeling, WV BTA	BTA471	8/13/09	7/17/19
NTELOS Inc.	WPTT275	CW	Columbus MTA	MTA038	6/22/15	6/23/25[1]
NTELOS Inc.	WPTT276	CW	Cincinnati-Dayton MTA	MTA018	6/22/15	6/23/25[2]
NTELOS Inc.	WPTT277	CW	Columbus MTA	MTA038	6/22/15	6/23/25[3]
NTELOS Inc.	WPTT278	CW	Cincinnati-Dayton MTA	MTA018	6/22/15	6/23/25[4]
NTELOS Inc.	WQGD653	AW	Roanoke, VA CMA	CMA157	12/18/06	12/18/21
NTELOS Inc.	WQGD654	AW	Lynchburg, VA CMA	CMA203	12/18/06	12/18/21
NTELOS Inc.	WQGD655	AW	Charlottesville, VA CMA	CMA256	12/18/06	12/18/21
NTELOS Inc.	WQGD656	AW	Virginia 3 – Giles CMA	CMA683	12/18/06	12/18/21
NTELOS Inc.	WQGD657	AW	Virginia 4 – Bedford CMA	CMA684	12/18/06	12/18/21
NTELOS Inc.	WQGD658	AW	Virginia 5 – Bath CMA	CMA685	12/18/06	12/18/21
NTELOS Inc.	WQGD659	AW	Virginia 6 – Highland CMA	CMA686	12/18/06	12/18/21
NTELOS Licenses Inc.	B075	BR	Charlottesville, VA BTA	BTA075	4/17/06	3/28/16
NTELOS Licenses Inc.	B376	BR	Roanoke, VA BTA	BTA376	4/17/06	3/28/16

[1] FCC grant of license renewal application will become final on August 10, 2015.

[2] FCC grant of license renewal application will become final on August 10, 2015.

[3] FCC grant of license renewal application will become final on August 10, 2015.

[4] FCC grant of license renewal application will become final on August 10, 2015.

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Grant Date	Expiration Date
NTELOS Licenses Inc.	B430	BR	Staunton-Waynesboro, VA BTA	BTA430	4/17/06	3/28/16
NTELOS Licenses Inc.	B479	BR	Winchester, VA BTA	BTA479	4/17/06	3/28/16
NTELOS Licenses Inc.	WLW840	BR	P01388 – 35 Mile GSA	P01388	9/20/11	5/1/21
NTELOS Licenses Inc.	WMH388	BR	P01410 – 35 Mile GSA	P01410	9/20/11	5/1/21
NTELOS Licenses Inc.	WMI916	BR	P03542 – 35 Mile GSA	P03542	7/18/11	5/1/21
NTELOS Licenses Inc.	WMX327	BR	P02716 – 35 Mile GSA	P02716	7/18/11	5/1/21
NTELOS Licenses Inc.	WMX331	BR	P01483 – 35 Mile GSA	P01483	7/18/11	5/1/21
NTELOS Licenses Inc.	WMX366	BR	P03549 – 35 Mile GSA	P03549	7/18/11	5/1/21
NTELOS Licenses Inc.	WNTH948	BR	P03595 – 35 Mile GSA	P93595	6/20/11	5/1/21
Richmond 20 MHz, LLC	WQRQ806	CF	N/A	Norfolk, VA	7/10/13	7/10/23
Richmond 20 MHz, LLC	WQRQ808	CF	N/A	Norfolk, VA	7/10/13	7/10/23
Richmond 20 MHz, LLC	WQSZ696	CF	N/A	Williamsburg, VA	12/13/13	12/13/23
Richmond 20 MHz, LLC	WQSZ784	CF	N/A	Williamsburg, VA	12/16/13	12/16/23
Richmond 20 MHz, LLC	WQTI647	CF	N/A	Richmond, VA	2/11/14	2/11/24
Richmond 20 MHz, LLC	WQTI648	CF	N/A	Richmond, VA	2/11/14	2/11/24
Richmond 20 MHz, LLC	WQUJ499	CF	N/A	Chesterfield, VA	7/24/14	7/24/24
Richmond 20 MHz, LLC	WQUJ530	CF	N/A	Midlothian, VA	7/24/14	7/24/24
Richmond 20 MHz, LLC	WQUR963	CF	N/A	Mechanicsville, VA	9/24/14	9/24/24
Richmond 20 MHz, LLC	WQUR965	CF	N/A	Mechanicsville, VA	9/24/14	9/24/24
Virginia PCS Alliance, L.C.	KNLF386	CW	Charlottesville, VA BTA	BTA075	10/25/06	9/17/16
Virginia PCS Alliance, L.C.	KNLF387	CW	Winchester, VA BTA	BTA479	10/25/06	9/17/16
Virginia PCS Alliance, L.C.	KNLG241	CW	Harrisonburg, VA BTA	BTA183	6/12/07	4/28/17
Virginia PCS Alliance, L.C.	KNLH719	CW	Harrisonburg, VA BTA	BTA183	6/12/07	4/28/17
Virginia PCS Alliance, L.C.	WPNH936	CF	N/A	Massanutten, VA	7/29/08	7/21/18
Virginia PCS Alliance, L.C.	WPNH937	CF	N/A	Verona, VA	7/29/08	7/21/18
Virginia PCS Alliance, L.C.	WPNN833	CF	N/A	Harrisonburg, VA	7/29/08	7/21/18
Virginia PCS Alliance, L.C.	WPNN834	CF	N/A	Edinburg, VA	9/30/08	9/24/18
Virginia PCS Alliance, L.C.	WPNN835	CF	N/A	Winchester, VA	11/4/28	10/30/18
Virginia PCS Alliance, L.C.	WPNN836	CF	N/A	Stephens City, VA	9/30/08	9/24/18

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Grant Date	Expiration Date
Virginia PCS Alliance, L.C.	WPOH982	CW	Richmond-Norfolk MTA	MTA023	6/22/15	6/23/25[5]
Virginia PCS Alliance, L.C.	WQOB467	CF	N/A	Elliots Knob, VA	8/2/11	8/02/21
Virginia PCS Alliance, L.C.	WQOC974	CF	N/A	Devils Knob, VA	8/17/11	8/17/21
Virginia PCS Alliance, L.C.	WQQK901	MG	N/A	Staunton, VA	1/16/13	1/16/23
Virginia PCS Alliance, L.C.	WQQK903	MG	N/A	Waynesboro, VA	1/16/13	1/16/23
Virginia PCS Alliance, L.C.	WQRM284	CF	N/A	Staunton, VA	6/17/13	6/17/23
Virginia PCS Alliance, L.C.	WQRM285	CF	N/A	Staunton, VA	6/17/13	6/17/23
Virginia PCS Alliance, L.C.	WQRM286	CF	N/A	Churchville, VA	6/17/13	6/17/23
Virginia PCS Alliance, L.C.	WQRM288	CF	N/A	Weyers Cave, VA	6/17/13	6/17/23
Virginia PCS Alliance, L.C.	WQRM289	CF	N/A	Elkton, VA	6/17/13	6/17/23
Virginia PCS Alliance, L.C.	WQRM290	CF	N/A	Lynchburg, VA	6/17/13	6/17/23
Virginia PCS Alliance, L.C.	WQRM291	CF	N/A	Rustburg, VA	6/17/13	6/17/23
Virginia PCS Alliance, L.C.	WQRM646	CF	N/A	Lynchburg, VA	6/19/13	6/19/23
Virginia PCS Alliance, L.C.	WQRM647	CF	N/A	Lynchburg, VA	6/19/13	6/19/23
Virginia PCS Alliance, L.C.	WQRM663	CF	N/A	Staunton, VA	6/19/13	6/19/23
Virginia PCS Alliance, L.C.	WQTT271	CF	N/A	Albemarle, VA	4/8/14	4/08/24
Virginia PCS Alliance, L.C.	WQTT272	CF	N/A	Harrisonburg, VA	4/8/14	4/08/24
Virginia PCS Alliance, L.C.	WQTT273	CF	N/A	Waynesboro, VA	4/8/14	4/08/24
Virginia PCS Alliance, L.C.	WQUP388	CF	N/A	Elkton, VA	9/2/14	9/02/24
Virginia PCS Alliance, L.C.	WQUP389	CF	N/A	Shenandoah, VA	9/2/14	9/02/24
West Virginia PCS Alliance, L.C.	KNLG674	CW	Cumberland, MD BTA	BTA100	6/12/07	4/28/17
West Virginia PCS Alliance, L.C.	KNLG675	CW	Clarksburg-Elkins, WV BTA	BTA082	6/12/07	4/28/17
West Virginia PCS Alliance, L.C.	KNLG679	CW	Fairmont, WV BTA	BTA137	6/12/07	4/28/17
West Virginia PCS Alliance, L.C.	KNLG682	CW	Morgantown, WV BTA	BTA306	6/12/07	4/28/17
West Virginia PCS Alliance, L.C.	WPOH986	CW	Cincinnati-Dayton, MTA	MTA018	6/22/15	6/23/25[6]
West Virginia PCS Alliance, L.C.	WQFJ484	CW	Clarksburg-Elkins, WV BTA	BTA082	10/27/06	9/17/16

[5] FCC grant of license renewal application will become final on August 10, 2015.

[6] FCC grant of license renewal application will become final on August 10, 2015.

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Grant Date	Expiration Date
West Virginia PCS Alliance, L.C.	WQOI849	CF	N/A	Morgantown, WV	10/12/11	10/12/21
West Virginia PCS Alliance, L.C.	WQOI850	CF	N/A	Morgantown, WV	10/12/11	10/12/21
West Virginia PCS Alliance, L.C.	WQOI851	CF	N/A	Asbury, WV	10/12/11	10/12/21
West Virginia PCS Alliance, L.C.	WQOI852	CF	N/A	Lewisburg, WV	10/12/11	10/12/21
West Virginia PCS Alliance, L.C.	WQON583	CF	N/A	Lumberport, WV	11/29/11	11/29/21
West Virginia PCS Alliance, L.C.	WQON584	CF	N/A	Shinnston, WV	11/29/11	11/29/21
West Virginia PCS Alliance, L.C.	WQOP672	CF	N/A	Gauley Bridge, WV	12/12/11	12/12/21
West Virginia PCS Alliance, L.C.	WQOQ413	CF	N/A	Fayetteville, WV	12/20/11	12/20/21
West Virginia PCS Alliance, L.C.	WQOQ936	CF	N/A	Anstead, WV	1/3/12	1/03/22
West Virginia PCS Alliance, L.C.	WQOV771	CF	N/A	Flemington, WV	2/10/12	2/10/22
West Virginia PCS Alliance, L.C.	WQOV794	CF	N/A	Grafton, WV	2/10/12	2/10/22
West Virginia PCS Alliance, L.C.	WQOW947	CF	N/A	South Elkins, WV	2/22/12	2/22/22
West Virginia PCS Alliance, L.C.	WQOW948	CF	N/A	Beverly, WV	2/22/12	2/22/22
West Virginia PCS Alliance, L.C.	WQPN369	CF	N/A	Grassy Meadows, WV	7/5/12	7/05/22
West Virginia PCS Alliance, L.C.	WQPN498	CF	N/A	Rainelle, WV	7/6/12	7/06/22
West Virginia PCS Alliance, L.C.	WQPR497	CF	N/A	Barboursville. WV	7/27/12	7/27/22
West Virginia PCS Alliance, L.C.	WQPR498	CF	N/A	Huntington, WV	7/27/12	7/27/22
West Virginia PCS Alliance, L.C.	WQPS248	CF	N/A	Bluefield, WV	8/1/12	8/01/22
West Virginia PCS Alliance, L.C.	WQPS249	CF	N/A	Rocky Gap, WV	8/1/12	8/01/22
West Virginia PCS Alliance, L.C.	WQQQ771	CF	N/A	Armore, WV	2/13/13	2/13/23
West Virginia PCS Alliance, L.C.	WQQQ809	CF	N/A	Mount Care, WV	2/13/13	2/13/23
West Virginia PCS Alliance, L.C.	WQQT952	CF	N/A	Charleston, WV	3/1/13	3/01/23
West Virginia PCS Alliance, L.C.	WQQT953	CF	N/A	Charleston, WV	3/1/13	3/01/23
West Virginia PCS Alliance, L.C.	WQQT964	CF	N/A	Charleston, WV	3/1/13	3/01/23
West Virginia PCS Alliance, L.C.	WQQT965	CF	N/A	Scott Depot, WV	3/1/13	3/01/23
West Virginia PCS Alliance, L.C.	WQQT967	CF	N/A	Winfield, WV	3/1/13	3/01/23
West Virginia PCS Alliance, L.C.	WQQU258	CF	N/A	Malden, WV	3/4/13	3/04/23
West Virginia PCS Alliance, L.C.	WQQU259	CF	N/A	Scott Depot, WV	3/4/13	3/04/23
West Virginia PCS Alliance, L.C.	WQRA568	CF	N/A	Mount Hope, WV	4/4/13	4/04/23

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Grant Date	Expiration Date
West Virginia PCS Alliance, L.C.	WQRA569	CF	N/A	Beckley, WV	4/4/13	4/04/23
West Virginia PCS Alliance, L.C.	WQRA570	CF	N/A	Morgantown, WV	4/4/13	4/04/23
West Virginia PCS Alliance, L.C.	WQRA571	CF	N/A	Star City, WV	4/4/13	4/04/23
West Virginia PCS Alliance, L.C.	WQRD872	CF	N/A	Ortin Heights, WV	4/24/13	4/24/23
West Virginia PCS Alliance, L.C.	WQRD873	CF	N/A	Bancroft, WV	4/24/13	4/24/23
West Virginia PCS Alliance, L.C.	WQRY471	CF	N/A	Oak Hill, WV	8/14/13	8/14/23
West Virginia PCS Alliance, L.C.	WQRY475	CF	N/A	Oak Hill, WV	8/14/13	8/14/23
West Virginia PCS Alliance, L.C.	WQRY718	CF	N/A	Oakvale, WV	8/15/13	8/15/23
West Virginia PCS Alliance, L.C.	WQSE238	CF	N/A	Athens, WV	9/9/13	9/09/23
West Virginia PCS Alliance, L.C.	WQSE382	CF	N/A	Princeton, WV	9/10/13	9/10/23
West Virginia PCS Alliance, L.C.	WQSE383	CF	N/A	Scarbro, WV	9/10/13	9/10/23
West Virginia PCS Alliance, L.C.	WQSE384	CF	N/A	Mt. Hope, WV	9/10/13	9/10/23
West Virginia PCS Alliance, L.C.	WQSE385	CF	N/A	Prosperity, WV	9/10/13	9/10/23
West Virginia PCS Alliance, L.C.	WQSE903	CF	N/A	Sissonville, WV	9/11/13	9/11/23
West Virginia PCS Alliance, L.C.	WQSF805	CF	N/A	Sigman, WV	9/16/13	9/16/23
West Virginia PCS Alliance, L.C.	WQSF809	CF	N/A	Red House, WV	9/16/13	9/16/23
West Virginia PCS Alliance, L.C.	WQSF810	CF	N/A	Leon, WV	9/16/13	9/16/23
West Virginia PCS Alliance, L.C.	WQSF811	CF	N/A	Liberty, WV	9/16/13	9/16/23
West Virginia PCS Alliance, L.C.	WQSF816	CF	N/A	Ripley, WV	9/16/13	9/16/23
West Virginia PCS Alliance, L.C.	WQSI765	CF	N/A	Leon, WV	9/25/13	9/25/23
West Virginia PCS Alliance, L.C.	WQSI766	CF	N/A	Liberty, WV	9/25/13	9/25/23
West Virginia PCS Alliance, L.C.	WQUB631	CF	N/A	Parkersburg, WV	5/28/14	5/28/24
West Virginia PCS Alliance, L.C.	WQUB632	CF	N/A	Blennerhassett, WV	5/28/14	5/28/24
West Virginia PCS Alliance, L.C.	WQUC509	CF	N/A	Barboursville, WV	6/3/14	6/03/24
West Virginia PCS Alliance, L.C.	WQUC510	CF	N/A	West Pea Ridge, WV	6/3/14	6/03/24
West Virginia PCS Alliance, L.C.	WQUF491	CF	N/A	Nitro, WV	6/23/14	6/23/24
West Virginia PCS Alliance, L.C.	WQUF492	CF	N/A	St. Albans, WV	6/23/14	6/23/24
West Virginia PCS Alliance, L.C.	WQUF494	CF	N/A	Kingwood, WV	6/23/14	6/23/24
West Virginia PCS Alliance, L.C.	WQUF495	CF	N/A	Kingwood, WV	6/23/14	6/23/24

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Grant Date	Expiration Date
West Virginia PCS Alliance, L.C.	WQUR302	CF	N/A	Marietta, WV	9/17/4	9/17/24
West Virginia PCS Alliance, L.C.	WQUR303	CF	N/A	Williamstown, WV	9/17/14	9/17/24
West Virginia PCS Alliance, L.C.	WQUR304	CF	N/A	Oak Grove, WV	9/17/14	9/17/24
West Virginia PCS Alliance, L.C.	WQVB389	CF	N/A	Huntington, WV	12/15/14	12/15/24
West Virginia PCS Alliance, L.C.	WQVB390	CF	N/A	Huntington, WV	12/15/14	12/15/24
West Virginia PCS Alliance, L.C.	WQVB391	CF	N/A	Huntington, WV	12/15/14	12/15/24

Service Codes:
AW = Advanced Wireless Services (AWS)
BR = Broadband Radio Service (BRS)
CF = Microwave, Point-to-Point - Common Carrier
CW = Broadband Personal Communications Services (PCS)
MG = Microwave, Point-to-Point – Private

3. Wireless Licenses – Markets/Frequencies -- Excluding Point-to-Point Microwave Licenses
(sorted by call sign)

Call Sign	Service Code	Market#	Block	Market Name	License Area	Licensed Frequencies (MHz)
B075	BR	BTA075	N/A	Charlottesville, VA BTA	Entire BTA	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
B376	BR	BTA376	N/A	Roanoke, VA BTA	Entire BTA	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
B430	BR	BTA430	N/A	Staunton-Waynesboro, VA BTA	Entire BTA	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
B479	BR	BTA479	N/A	Winchester, VA BTA	Entire BTA	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
KNLF386	CW	BTA075	C	Charlottesville, VA BTA	Entire BTA	1900-1910; 1980-1990

Call Sign	Service Code	Market#	Block	Market Name	License Area	Licensed Frequencies (MHz)
KNLF387	CW	BTA479	C	Winchester, VA BTA	Entire BTA	1900-1910; 1980-1990
KNLG241	CW	BTA183	D	Harrisonburg, VA BTA	Entire BTA	1865-1870; 1945-1950
KNLG674	CW	BTA100	D	Cumberland, MD BTA	Entire BTA	1865-1870; 1945-1950
KNLG675	CW	BTA082	E	Clarksburg-Elkins, WV BTA	Entire BTA	1885-1890; 1965-1970
KNLG677	CW	BTA179	E	Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA	Entire BTA	1885-1890; 1965-1970
KNLG679	CW	BTA137	F	Fairmont, WV BTA	Entire BTA	1890-1895; 1970-1975
KNLG680	CW	BTA179	F	Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA	Entire BTA	1890-1895; 1970-1975
KNLG682	CW	BTA306	F	Morgantown, WV BTA	Entire BTA	1890-1895; 1970-1975
KNLH719	CW	BTA183	E	Harrisonburg, VA BTA	Entire BTA	1885-1890; 1965-1970
WLW840	BR	P01388	F	P01388	35 Mile GSA; 37-58-57.5 N, 078-28-57.0 W	2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608
WMH388	BR	P01410	E	P01410	35 Mile GSA; 37-58-57.5 N, 078-28-57.0 W	2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614
WMI916	BR	P03542	1	P03542	35 Mile GSA; 38-23-36.5 N, 078-46-11.1 W	2496-2502
WMX327	BR	P02716	F	P02716	35 Mile GSA; 38-23-36.5 N, 078-46-11.1 W	2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608
WMX331	BR	P01483	E	P01483	35 Mile GSA; 38-23-36.5 N, 078-46-11.1 W	2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614
WMX366	BR	P03549	H	P03549	35 Mile GSA; 38-23-36.5 N, 078-46-11.1 W	2657-2662.5; 2662.5-2668; 2668-2673.5
WNTH948	BR	P03595	H	P03595	35 Mile GSA; 37-58-57.5 N, 078-28-57.0 W	2657-2662.5; 2662.5-2668; 2668-2673.5
WPOH982	CW	MTA023	B	Richmond-Norfolk MTA	Danville, VA BTA; Lynchburg, VA BTA; Martinsville, VA BTA; Roanoke, VA BTA; Staunton-Waynesboro, VA BTA; and Richmond-Petersburg, VA BTA (in the following counties only within the BTA: Brunswick, VA and Mecklenburg, VA)	1870-1885; 1950-1965
WPOH986	CW	MTA018	B	Cincinnati-Dayton MTA	Beckley, WV BTA; Bluefield, WV BTA; Charleston, WV BTA; Huntington, WV-Ashland, KY BTA; Logan, WV BTA; Portsmouth, OH BTA; and Williamson, WV-Pikeville, KY BTA	1870-1885; 1950-1965
WPOJ709	CW	BTA012	C	Altoona, PA BTA	Entire BTA	1895-1902.5; 1975-1982.5
WPOJ710	CW	BTA100	C	Cumberland, MD BTA	Entire BTA	1895-1900; 1975-1980
WPOJ711	CW	BTA137	C	Fairmont, WV BTA	Entire BTA	1895-1910; 1975-1990
WPOJ712	CW	BTA306	C	Morgantown, WV BTA	Entire BTA	1895-1902.5; 1975-1982.5

Call Sign	Service Code	Market#	Block	Market Name	License Area	Licensed Frequencies (MHz)
WPOJ713	CW	BTA342	C	Parkersburg, WV-Marietta, OH BTA	Entire BTA	1895-1910; 1975-1990
WPOJ714	CW	BTA471	C	Wheeling, WV BTA	Entire BTA	1895-1902.5; 1975-1982.5
WPTT275	CW	MTA038	A	Columbus MTA	Athens, OH BTA Chillicothe, OH BTA Zanesville-Cambridge, OH BTA	1857.5-1860; 1937.5-1940, except in the following counties within the Zanesville-Cambridge, OH BTA where the licensee holds 1857.5-1865; 1937.5-1945 instead: Guernsey, OH Muskingum, OH Noble, OH
WPTT276	CW	MTA018	A	Cincinnati-Dayton MTA	Charleston, WV BTA (in the following counties only within the BTA: Braxton, WV; Clay, WV; Nicholas, WV; Pocahontas, WV and Webster, WV)	1860-1865; 1940-1945
WPTT277	CW	MTA038	A	Columbus MTA	Athens, OH BTA Chillicothe, OH BTA Zanesville-Cambridge, OH BTA (in the following counties only within the BTA: Morgan, OH and Perry, OH)	1860-1865; 1940-1945
WPTT278	CW	MTA018	A	Cincinnati-Dayton MTA	Charleston, WV BTA (in the following counties only within the BTA: Boone, WV; Jackson, WV Lincoln, WV; Mason, WV and Roane, WV)	1860-1865; 1940-1945
WQFJ484	CW	BTA082	C	Clarksburg-Elkins, WV BTA	Entire BTA	1895-1900; 1975-1980
WQGD653	AW	CMA157	A	Roanoke, VA CMA	Entire CMA	1710-1720; 2110-2120
WQGD654	AW	CMA203	A	Lynchburg, VA CMA	Entire CMA	1710-1720; 2110-2120
WQGD655	AW	CMA256	A	Charlottesville, VA CMA	Entire CMA	1710-1720; 2110-2120
WQGD656	AW	CMA683	A	Virginia 3 – Giles CMA	Entire CMA	1710-1720; 2110-2120
WQGD657	AW	CMA684	A	Virginia 4 – Bedford CMA	Entire CMA	1710-1720; 2110-2120
WQGD658	AW	CMA685	A	Virginia 5 – Bath CMA	Entire CMA	1710-1720; 2110-2120
WQGD659	AW	CMA686	A	Virginia 6 – Highland CMA	Entire CMA	1710-1720; 2110-2120

Service Codes:
AW = Advanced Wireless Services (AWS)
BR = Broadband Radio Service (BRS)
CW = Broadband Personal Communications Services (PCS)

4. Eligible Telecommunications Carrier Designation

Federal-State Joint Board on Universal Service, Virginia PCS Alliance, L.C. and Richmond 20 MHz LLC d/b/a NTELOS, Petition for Designation as an Eligible

Telecommunications Carrier in the Commonwealth of Virginia, Order, 20 FCC Rcd 10716 (WCB 2005), as amended 20 FCC Rcd 11016 (WCB 2005).

(d) Field Strength Agreements/Interference Consents

1. Extension Agreement, dated August 18, 2000, between Richmond 20 Mhz and Triton PCS, Inc.

2. Extension Agreement, dated August 18, 2000, between Virginia PCS Alliance, L.C. and Triton PCS (ST 106)

3. Extension Agreement, dated August 18, 2000, between Virginia PCS Alliance, L.C. and Triton PCS, Inc. (ST 110)

4. Extension Agreement, dated August 17, 2001, between Devon Mobile Communications, L.P. and Virginia PCS Alliance, L.C.

5. Extension Agreement, dated September 20, 2001, between Virginia PCS Alliance, L.C. and Devon Mobile Communications, L.P.

6. PCS Service Area Boundary Field Strength Limit Agreement, dated October 21, 2003, between Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless and NTELOS Inc., R&B Communications, Inc. and Hardy telecommunications, Inc. as Tenants-in-Common

7. PCS Field Strength Coordination Agreement, dated March 31, 2005, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS

8. PCS Field Strength Coordination Agreement, dated July 28, 2005, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS

9. PCS Field Strength Coordination Agreement, dated September 28, 2005, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Bunker Hill)

10. PCS Field Strength Coordination Agreement, dated September 28, 2005, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Everett)

11. PCS Field Strength Coordination Agreement, dated December 21, 2005, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Breezewood)

12. PCS Field Strength Coordination Agreement, dated December 21, 2005, between Cellco Partnership, d/b/a Verizon Wireless (Everett)

13. PCS Field Strength Coordination Agreement, dated October 16, 2006, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Tygart Lake)

14. PCS Field Strength Coordination Agreement, dated February 7, 2007, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Belgium)

15. PCS Field Strength Coordination Agreement, dated February 7, 2007, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Fetterman)

16. PCS Field Strength Coordination Agreement, dated February 7, 2007, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Grafton)

17. PCS Field Strength Coordination Agreement, dated February 7, 2007, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Maple Lake)

18. PCS Field Strength Coordination Agreement, dated February 7, 2007, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (McAlpin)

19. PCS Field Strength Coordination Agreement, dated February 7, 2007, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Shinnston)

20. PCS Service Area Boundary Field Strength Coordination Agreement, dated July 5, 2007, between Cellco Partnership and West Virginia PCS Alliance, L.C.

21. PCS Service Area Boundary Field Strength Coordination Agreement, dated November 30, 2007, between West Virginia PCS Alliance, L.C. and Cellco Partnership, d/b/a Verizon Wireless (I-79 State Line)

22. PCS Service Area Boundary Field Strength Coordination Agreement, dated November 30, 2007, between West Virginia PCS Alliance, L.C. and Cellco Partnership, d/b/a Verizon Wireless (Boothsville)

23. PCS Service Area Boundary Field Strength Coordination Agreement, dated November 30, 2007, between West Virginia PCS Alliance, L.C. and Cellco Partnership, d/b/a Verizon Wireless (Kingmont)

24. PCS Service Area Boundary Field Strength Coordination Agreement, dated November 30, 2007, between West Virginia PCS Alliance, L.C. and Cellco Partnership, d/b/a Verizon Wireless (Monongah)

25. PCS Service Area Boundary Field Strength Coordination Agreement, dated August 20, 2008, between West Virginia PCS Alliance, L.C. and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Asbury Gap)

26. PCS Service Area Boundary Field Strength Coordination Agreement, dated August 20, 2008, between West Virginia PCS Alliance, L.C., d/b/a NTELOS and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Dry Town)

27. PCS Service Area Boundary Field Strength Coordination Agreement, dated August 20, 2008, between West Virginia PCS Alliance, L.C., d/b/a NTELOS and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Never More)

28. PCS Service Area Boundary Field Strength Coordination Agreement, dated August 20, 2008, between West Virginia PCS Alliance, L.C., d/b/a NTELOS and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Strong)

29. PCS Service Area Boundary Field Strength Coordination Agreement, dated September 4, 2009, between Cellco Partnership, d/b/a Verizon Wireless and West Virginia PCS Alliance, L.C.

30. PCS Service Area Boundary Field Strength Coordination Agreement, dated October 11, 2010, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS Inc. (Big Otter)

31. PCS Service Area Boundary Field Strength Coordination Agreement, dated October 11, 2010, between Cellco Partnership, d/b/a Verizon Wireless and West Virginia PCS Alliance, L.C. (Burnsville)

32. PCS Service Area Boundary Field Strength Coordination Agreement, dated October 11, 2010, between Cellco Partnership, d/b/a Verizon Wireless and West Virginia PCS Alliance, L.C. (Tulley Ridge)

(e) Spectrum Leases

1. T-Mobile Leases

Lessee	Lease ID	Radio Service	Market Name	Grant Date	Expiration Date
Richmond 20 MHz, LLC	Not Assigned[7]	CW	Richmond-Norfolk MTA	2/11/2015	11/15/2015[8]

2. Sprint Leases

Lessee	Lease ID	Radio Service	Market Name	Grant Date	Expiration Date
NTELOS Inc.	L000015440	YC	Greensboro-Winston-Salem-High Point, NC-VA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015441	YH	Greensboro-Winston-Salem-High Point, NC-VA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015442	CY	Greensboro-Winston-Salem-High Point, NC-VA BEA	4/1/2015	3/3/2016
NTELOS Inc.	L000015443	CY	Lexington, KY-TN-VA-WV BEA	4/1/2015	3/3/2016
NTELOS Inc.	L000015444	CY	Charleston, WV-KY-OH BEA	4/1/2015	3/3/2016
NTELOS Inc.	L000015445	YC	Pittsburgh, PA-WV BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015446	YH	Pittsburgh, PA-WV BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015447	YC	Staunton, VA-WV BEA	4/1/2015	6/17/2018

[7] *See* FCC File No. 7014-CW-NL-15 (attached to FCC File No. 0006568266).

[8] Lease back of spectrum sold to T-Mobile on an interim basis to facilitate transition of customers off of the network. This lease may be canceled prior to expiration date if customer transition is completed and the spectrum is vacated.

Lessee	Lease ID	Radio Service	Market Name	Grant Date	Expiration Date
NTELOS Inc.	L000015448	YC	Greensboro-Winston-Salem-High Point, NC-VA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015449	YC	Roanoke, VA-NC-WV BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015450	YC	Greensboro-Winston-Salem-High Point, NC-VA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015451	YC	Greensboro-Winston-Salem-High Point, NC-VA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015452	YH	Staunton, VA-WV BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015453	YH	Greensboro-Winston-Salem-High Point, NC-VA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015454	YH	Roanoke, VA-NC-WV BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015455	YH	Greensboro-Winston-Salem-High Point, NC-VA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015456	YH	Greensboro-Winston-Salem-High Point, NC-VA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015457	YC	Washington-Baltimore, DC-MD-VA-WV-PA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015458	YH	Washington-Baltimore, DC-MD-VA-WV-PA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015459	YC	Lexington, KY-TN-VA-WV BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015460	YH	Lexington, KY-TN-VA-WV BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015461	YC	Richmond-Petersburg, VA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015462	YH	Richmond-Petersburg, VA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015463	CW	Washington-Baltimore MTA	4/1/2015	12/31/2022
NTELOS Inc.	L000015464	CW	Beckley, WV BTA	4/1/2015	4/28/2017
NTELOS Inc.	L000015465	CW	Bluefield, WV BTA	4/1/2015	4/28/2017
NTELOS Inc.	L000015466	CW	Charleston, WV BTA	4/1/2015	4/28/2017
NTELOS Inc.	L000015467	CW	Danville, VA BTA	4/1/2015	4/28/2017
NTELOS Inc.	L000015468	CW	Lynchburg, VA BTA	4/1/2015	4/28/2017
NTELOS Inc.	L000015469	CW	Martinsville, VA BTA	4/1/2015	4/28/2017
NTELOS Inc.	L000015470	CW	Roanoke, VA BTA	4/1/2015	4/28/2017
NTELOS Inc.	L000015471	CW	Staunton-Waynesboro, VA BTA	4/1/2015	4/28/2017
NTELOS Inc.	L000015472	CW	Pittsburgh MTA	4/1/2015	6/23/2015[9]
NTELOS Inc.	L000015473	CW	Huntington, WV-Ashland, KY BTA	4/1/2015	4/28/2017
NTELOS Inc.	L000015474	YC	Washington-Baltimore, DC-MD-VA-WV-PA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015475	YH	Washington-Baltimore, DC-MD-VA-WV-PA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015476	YH	Richmond-Petersburg, VA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015477	CY	Washington-Baltimore, DC-MD-VA-WV-PA BEA	4/1/2015	3/3/2016
NTELOS Inc.	L000015478	CY	Richmond-Petersburg, VA BEA	4/1/2015	3/3/2016
NTELOS Inc.	L000015479	CY	Staunton, VA-WV BEA	4/1/2015	3/3/2016
NTELOS Inc.	L000015480	CY	Roanoke, VA-NC-WV BEA	4/1/2015	3/3/2016
NTELOS Inc.	L000015481	CY	Pittsburgh, PA-WV BEA	4/1/2015	3/3/2016
NTELOS Inc.	L000015482	YC	Staunton, VA-WV BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015483	YH	Staunton, VA-WV BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015484	YC	Charleston, WV-KY-OH BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015485	YH	Charleston, WV-KY-OH BEA	4/1/2015	6/17/2018

[9] Lease extension application filed on May 28, 2015 (*see* FCC File No. 0006802502).

Lessee	Lease ID	Radio Service	Market Name	Grant Date	Expiration Date
NTELOS Inc.	L000015486	YC	Washington-Baltimore, DC-MD-VA-WV-PA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015487	YH	Washington-Baltimore, DC-MD-VA-WV-PA BEA	4/1/2015	6/17/2018
NTELOS Inc.	L000015488	BR	P02620 - 35 Mile GSA	4/1/2015	5/1/2021
NTELOS Inc.	L000015489	BR	Morgantown, WV BTA	4/1/2015	5/11/2020
NTELOS Inc.	L000015490	BR	Lynchburg, VA BTA	4/1/2015	3/28/2016
NTELOS Inc.	L000015491	BR	Huntington, WV-Ashland, KY BTA	4/1/2015	3/28/2016
NTELOS Inc.	L000015492	BR	P01504 - 35 Mile GSA	4/1/2015	5/1/2021
NTELOS Inc.	L000015493	BR	P01601 - 35 Mile GSA	4/1/2015	5/1/2021
NTELOS Inc.	L000015494	BR	P01990 - 35 Mile GSA	4/1/2015	5/1/2021
NTELOS Inc.	L000015495	BR	Charleston, WV BTA	4/1/2015	3/28/2016
NTELOS Inc.	L000015496	BR	P02970 - 35 Mile GSA	4/1/2015	5/1/2021
NTELOS Inc.	L000015497	BR	P01610 - 35 Mile GSA	4/1/2015	5/1/2021
NTELOS Inc.	L000015498	BR	P02915 - 35 Mile GSA	4/1/2015	5/1/2021

Certain EBS subleases that have not yet been filed with the FCC.

3. Internal Leases

Lessee	Lease ID	Radio Service	Market Name	Grant Date	Expiration Date
West Virginia PCS Alliance, L.C.	L000007335	CW	Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA	5/5/2010	4/28/2017
West Virginia PCS Alliance, L.C.	L000007336	CW	Cumberland, MD BTA	5/5/2010	7/17/2019
West Virginia PCS Alliance, L.C.	L000007337	CW	Morgantown, WV BTA	5/5/2010	6/30/2019
West Virginia PCS Alliance, L.C.	L000007338	CW	Parkersburg, WV-Marietta, OH BTA	5/5/2010	6/30/2019

Service Codes:
BR = Broadband Radio Service (BRS)
CW = Broadband Personal Communications Services (PCS)
CY = 1910-1915/1990-1195 MHz Bands, Market Area
YC = SMR, 806-821/851-866 MHz, Auctioned
YH = SMR, 806-821/851-866 MHz, Auctioned (Rebanded YC License)

4. Other Leases

Lessee	Lease ID[10]	Radio Service	Market Name	Grant Date	Expiration Date
CFW Cable Inc.	(WNTH817)	BR	P03593 - 35 Mile GSA		2/3/2016
CFW Cable Inc.	(WNTH887)	BR	P00008 - 35 Mile GSA		2/3/2016
CFW Cable Inc.	(WNTU756)	BR	P02050 - 35 Mile GSA		2/3/2016
NTELOS Cable Inc.	(WQCK987)	ED	P03771 - 35 Mile GSA		6/2/2019

[10] The leases listed below are grand-fathered under the FCC's rules, and thus have not been assigned Lease ID numbers. The call sign listed in parentheses denotes the station from which spectrum is being leased.

(f) Consents

1. Broadband Initiatives Program Grant and Security Agreement, dated October 8, 2010, between West Virginia PCS Alliance, L.C., NTELOS Licenses Inc., and the United States of America acting through the Administrator of the Rural Utilities Service.

Section 4.26

Other Communications Regulatory Matters

State PUC Certification

1. Ohio Certification: West Virginia PCS Alliance, L.C. – Ohio PUC Certificate No. 90-5447, PUC ID No. 300180

Eligible Telecommunications Carrier Designations

1. *Petition of West Virginia PCS Alliance LC dba Ntelos for Designation as an Eligible Telecommunications Carrier Pursuant to Section 214(e) of the Telecommunications Act*, Case No. 2006-00312, 2006 Ky. PUC LEXIS 939 (KY PSC, Oct. 24, 2006).

2. *West Virginia PCS Alliance, dba Ntelos Petition for Designation as an Eligible Telecommunications Carrier*, Case No. 03-1078-T-PC, 2003 W. Va. PUC LEXIS 5721 (WV PSC, Dec. 8, 2003).

Section 4.27

Customer Agreements

{{BEGIN HIGHLY CONFIDENTIAL}}

{{END HIGHLY CONFIDENTIAL}}

Attachment 1 to Section 4.27

Form of Agreement

See attached.

Thank you for choosing nTelos!

611 is a FREE local call to our Customer Care Department, 6 am - 11 pm, 7 days a week.

If you are off of our network or roaming (you may see the "Roam" indicator on your phone), 611 will route you to our nTelos Customer Care Department. In some instances, you may need to dial 1-877-4-nTelos. This call may incur roaming airtime charges (dependent on your rate plan). For convenience, you may want to add the 1-877-4-nTelos number to your speed dial directory.

Important Information for our new customers - This sheet is to help you gain a better understanding of how wireless phone service works. Please check the ☐ below if your nTelos Representative has explained the following:

☐ **Return Policies**

1. Equipment returns are accepted within 14 calendar days of purchase with sales receipt. Phones will incur a restocking fee which is payable at the time of the return. All chargers, batteries, manuals and boxes must be returned. All equipment must be in good working order with no signs of physical damage.
2. Activation charges are non-refundable.
3. Immediate cash and credit card refunds are only given with original receipt and for equipment only. Refunds for equipment paid by check will be issued (mailed) within 14–17 business days. Service refunds (when applicable) will be issued 60 - 90 days later.
4. Prepaid airtime is non-refundable. A 14-day product refund is available only with original receipt and for equipment only. All chargers, batteries, manuals and boxes must be returned.
5. Early termination charges do not apply to 14-day returns.

☐ **Deposits:** Deposits will be refunded after 12 consecutive months with no treatment. Treatment includes reminder notices, disconnects for non-payment and checks returned for insufficient funds.

☐ **Operation of Phone Features**

☐ **Package Minutes, Airtime Charges, Data Charges, Nights & Weekends, Local Calling Areas and Long Distance Charges**

1. Your package minutes, airtime charges, local calling area and long distance charges are dependent on the rate plan chosen. Night and Weekend Minute Packages only apply to calls originating on the nTelos digital network with the exception of nationwide plans which includes coverage in all 50 states.
2. nTelos reserves the right to terminate your agreement or change your rate plan if more than 50% of used minutes are not on the nTelos local network.
3. If roaming/overage exceeds customary amount, nTelos may suspend service.
4. **Rate plans are designed for personal use only. nTelos reserves the right to terminate your service, temporarily reduce data throughput, or change your rate plan if the service is used in an excessive manner relative to average subscriber base usage levels.** Long distance charges may apply when roaming outside the nTelos network.

☐ **Roaming; Standard or Home Only**

1. Roaming is the ability to use your wireless phone on another wireless provider's service. The "Roam" indicator/light will let you know that you are using another service provider to make a call and that you will be billed accordingly. Some examples of "Roaming" indicators are Rm, R^, 🅁 & ▲. Check your manual for your phone's "Roam" indicator. **Please understand that "Roaming" charges may be different from your local charges and anytime you "roam" on another service provider, there may be additional charges involved.** Roaming charges can be, but are not limited to, airtime charges, long distance charges, interconnect fees, and applicable taxes. Roaming charges and your phone's roaming indicator can also be affected by the rate plan chosen.
2. Your phone will "Roam" on another service provider automatically unless you have your phone set to "home only" or "no roaming". Please familiarize yourself with your phone's "Roam" indicator. **Your phone CAN also "Roam" in your local area (an area you may believe to be your nTelos digital network) as many factors such as system availability, terrain, signal strength, and even your phone may impact your ability to pick up other service providers in your local area.**

☐ **Airtime Billing; Incoming and Outgoing; Billing Increments:** Wireless airtime is billed in one-minute increments. This includes both incoming and outgoing calls. Unused package minutes do not carry over to the next month.

☐ **Data Billing:** Data usage incurred (downloading and uploading content) is billed by the Kilobyte (KB). nTelos data plans may include limited GB plans. Data usage over the allowable monthly plan limit for limited data plans will result in an additional 1 GB of usage at $10. Unused package GBs do not carry over to the next month. nTelos recognizes that there are 1,048,576 KBs in 1 GB.

☐ **First Monthly Bill (prorated and in advance); Monthly charges are billed in advance. Your first monthly bill will include prorated service charges from your activation date to the end of your first billing period plus the next month's charges.**
Included on your first bill:

1. Prorated service charges from activation date of your wireless phone until the end of your first billing period.
2. Monthly charges for your next billing period. nTelos bills in advance.
3. Additional charges may include roaming charges, airtime charges, long distance charges, interconnect charges, and applicable taxes.

☐ **Electronic Payment and Other Online Services:** In order to use nTelos' online services you are required to complete the enrollment process.

☐ **Voice Mail**: You have received instructions on how to set up your Voice Mail.

☐ **nTelos 411 Plus:** Receive directory assistance nationwide from the nTelos service area plus movies and show times, restaurant listings, business category searches and automatic call completion. Service charge per call applies on all rate plans.

☐ **Mobile-to-Mobile (M2M)**

1. Mobile-to-Mobile (M2M) calling is the ability of one nTelos handset to call and receive calls from another nTelos handset using minutes separate from their base rate plan package minutes. In order to receive the Mobile-to-Mobile benefit, Caller ID must not be blocked by either party.
2. Mobile-to-Mobile for nationwide plans applies to calls originating from the nTelos nationwide network.
3. Both devices do not have to have Mobile-to-Mobile in order for one to receive the benefit, but Mobile-to-Mobile minutes will only apply to the customer that subscribes to this feature.

☐ **Text Messaging:** Text messages are limited to 160 characters per message. Messages will be saved and delivery attempted for up to three (3) days. Messages sent to a distribution list are billed per recipient. nTelos does not guarantee message accuracy, completeness or delivery. Messages are neither monitored nor controlled for content, except for direct communication from nTelos. Information sent via text messages, including your wireless phone number, may be intercepted by third parties during transmission without your or nTelos' permission. nTelos is not responsible for the number or content of messages sent to customers using the Wireless Text Messaging Service. Premium service may apply premium charges plus standard text messaging charges.

☐ **Picture Messaging/Video Messaging:** Picture Messaging requires a picture messaging capable phone. Video Messaging requires a video messaging capable phone. All video messaging capable phones are also picture messaging capable; however, not all picture messaging phones will have video messaging capability. Pay-as-you-go pricing is available; please contact Customer Care for additional details. Video messages may be sent from video messaging capable phones to valid e-mail addresses. Apple QuickTime® Player software (version 6.5 or higher) is required to play video messages sent to e-mail addresses. Video messages may also be sent from video messaging capable phones to other nTelos customers, but the recipient's ability to receive and play the video message will depend on their phone model. You will be charged for picture/video messages sent and received from your picture/video messaging capable phone, even if the messages are not delivered to the intended recipient or if only partial content is delivered. You will not be charged for picture/video messages sent to your phone unless they are received. Picture/video messages that cannot be delivered to the intended recipients within four (4) days will be deleted.

☐ **Shared Minutes:** If the primary line of service is deactivated, another line within the shared minutes group must be designated as the primary line of service. If not, the remaining lines of service will automatically be converted to stand alone service plans that best suit the customer's usage pattern (based on their most recent bill) unless otherwise directed by the customer.

☐ **Camera and Video Phones:** Camera and video phones are prohibited in some locations. You are solely responsible for complying with all laws, rules, regulations and policies regarding camera and video phone use.

☐ **Various local and excise taxes are applicable.**

☐ **Multiple Services Customer**: The nTelos representative has informed you of our other products and services (some products and services may not be available in all markets).
☐ Local Phone Service ☐ Internet Service ☐ DSL ☐ Long Distance ☐ Calling Features ☐ Voice Mail

☐ **Representative has provided a business card and nTelos contact information.**

nTelos Customer Service Agreement

This Agreement is entered into by nTelos and the Primary Customer ("Primary Customer" or "you"). This Agreement starts when you accept. You accept when you do any of the following things after an opportunity to review this agreement: (a) give us a written or electronic signature; (b) tell us orally or electronically that you accept; (c) activate your service through your wireless phone; (d) open a package that says you are accepting by opening it; or (e) use your service after making any change or addition when we've told you that the change or addition requires acceptance. This Agreement incorporates by reference the published Schedule of Rates and Charges, and Service Application subsequently submitted by the Primary Customer and accepted by nTelos and any Schedule of Rates and Charges subsequently put into effect by nTelos.

1. **Duties of nTelos** — nTelos will provide the services provided herein (the "Service") to the Primary Customer upon the terms and conditions and at the rates and charges specified in the schedule of Rates and Charges then currently in effect. NTELOS RESERVES THE RIGHT TO CHANGE THE TERMS AND CONDITIONS HEREIN UPON NOTICE TO PRIMARY CUSTOMER. Such notice shall consist of a communication with the Primary Customer, or, the posting of the revised terms and conditions to www.ntelos.com/terms-and-conditions, such changes shall become effective on the date specified in the notice or upon posting to www.ntelos.com/terms-and-conditions, unless Primary Customer terminates this agreement in accordance with the provisions of Section 10.

2. **Availability of the Service** — The Service shall be available to Primary Customers with nTelos Wireless Handset equipped for and technically and operationally compatible with such Service when within the range of Cell Sites located in nTelos Geographic Service Area. Service may be temporarily unavailable or limited because of capacity limitations, is subject to transmission limitations caused by atmospheric and other natural or artificial conditions adversely affecting transmissions, and may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities of nTelos necessary for the proper or improved operation of the Service.

3. **Limitation of nTelos Liability**

(a) nTelos' sole liability to the Primary Customer for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the Service, its transmission, or failures, or defects in facilities of nTelos, occurring in the course of furnishing Service and not caused by the negligence of the Primary Customer is as follows:

(1) A credit allowance will be made, at the Primary Customer's request in the form of a pro rata adjustment of the fixed monthly charges billed to the Primary Customer as nTelos full and complete liability. Fixed monthly charges are the monthly charges for access, and the optional features per Access Number, all as described in the Schedule of Rates and Charges in effect at the time of the interruption.

(2) Such credit allowance will be based upon the period of time in which the said mistakes, omissions, delays, errors or defects in the Service or its transmission caused interruptions in the rendering of the Service. Any such period of time over which an interruption occurs will be measured from the time it is reported to or detected by nTelos, whichever occurs first in the event the Primary Customer is affected by such interruption for a period of time of less than twenty-four hours, no such adjustment shall be made. No adjustments shall be earned by accumulating periods of non-continuous interruption.

(3) In no case will the credit exceed the fixed monthly charges and nTelos has no other liability for such mistakes, omissions, interruptions, delays, errors or defects in the Service.

(4) A credit allowance will not be given for mistakes, omissions, interruptions, delays, errors, defects, or curtailments in the service caused by the negligence or willful acts of the Primary Customer or others, or mistakes, omissions, interruptions, delays errors or defects caused by failure of equipment or service described in Section 2 hereof.

(b) nTelos shall in no event be liable for Service interruptions or delays in transmission, errors or defect in Service transmission or failure to transmit Service, when caused by Acts of God, fire, war, riots, Government authorities or other causes beyond nTelos control, including, but not limited to, the causes described in Section 2 hereof.

(c) nTelos shall in no event be liable for failures, mistakes, delays, errors, defects, or curtailments of any 911 Emergency Services regardless of the cause, except as otherwise mandated by applicable law. It may take several business days for the handset to be registered with our service provider. GPS location will not be available with their handset for E911 purposes until it is registered with our service provider.

4. **Limitation of nTelos Liability in Connection with the Service** — Service provided by nTelos is subject to the foregoing limitations and nTelos makes no warranties of any kind, expressed or implied, as to the provision of such Service:

(a) The Service is furnished for use by the Primary Customer for any lawful purpose. An Access Number may be associated with only one Wireless Handset. Applications, including those which involve the start, a change or the discontinuance of the Service, will be accepted by nTelos only from the Primary Customer.

(b) The Service shall not be used to make foul or profane expressions, to impersonate another person with fraudulent or malicious intent, to call another person in any manner so as to annoy, abuse, threaten, or harass such other person, or for any purpose in violation of law, or in such manner as to interfere unreasonably with the use of the Service by any of nTelos' other Primary Customers.

5. **Disconnection and Termination of Service by nTelos for Cause**

(a) Upon non-payment of any sum due nTelos, or upon a violation of any of the conditions governing the furnishing of Service as provided herein, nTelos may, by notice to the Primary Customer in writing or by telephone communication, without incurring any liability to the Primary Customer, either temporarily discontinue or permanently terminate the furnishing of Service to the Primary Customer at nTelos sole discretion, either in part or in whole, except as otherwise mandated by applicable law. If your service is disconnected due to non-payment, NTELOS may choose, in its discretion, to re-establish the service. If NTELOS chooses to do so, you will be required to pay the past due balance in full, late fees, a reconnection fee per line and you may be required to pay a security deposit to re-establish your service.

(b) Where the Primary Customer's Wireless Handset is used with service provided by nTelos in violation of any of the provisions herein, nTelos will notify the Primary Customer and take such action as is necessary for the protection of the Service by its other Primary Customers or its facilities. The Primary Customer shall discontinue such use of the Wireless Handset or correct the violation immediately and shall confirm in writing to nTelos within five days (following nTelos giving written notice) that such use has ceased or that the violation has been corrected. Failure of the Primary Customer to discontinue such use or correct the violation or to give the required written confirmation to nTelos within the time stated above shall result in disconnection of the Service to the Primary Customer, without any credit allowance as provided in Section 3 hereof, until such time as the Primary Customer complies with the provisions hereof, except as otherwise mandated by applicable law.

(c) Service may be refused, discontinued or terminated without notice in the event the Service is used in such a manner that will adversely affect nTelos Service to any of its other Primary Customers or if it is determined by nTelos that the Primary Customer's Wireless Handset adversely affects nTelos Service to any of its other Primary Customers, except as otherwise mandated by applicable law.

(d) If Primary Customer misrepresented eligibility for any nTelos service plan; provided false information in Primary Customer's application for service or any related credit application; or if usage exceeds levels expected or customarily incurred under Primary Customer's rate plan.

6. **Provision of the Wireless Handset**

(a) For validation of Primary Customer, a copy of Photo ID is a requirement of nTelos for service activation and is not a requirement of the Department of Motor Vehicles (DMV).

(b) The Primary Customer shall be responsible for the installation operation, or maintenance of Primary Customer's Wireless Handset.

(c) In the event nTelos agrees to install/repair Customer's Wireless Handset, nTelos shall not be responsible for the effect, if any, such installation/repair has upon vehicle warranty.

(d) Unless nTelos and the Primary Customer execute an agreement for maintenance of the Primary Customer's Wireless Handset, the Primary Customer must provide and maintain the Wireless Handset and ensure that it is technically and operationally compatible with the Cellular system and in compliance with applicable Federal Communications Commission rules and regulations.

(e) The operating characteristics of the Wireless Handset shall be such as not to interfere with the Service offered by nTelos to its Primary Customers.

7. **Access Numbers** — nTelos reserves the right to assign, designate or change Access Number(s) (phone number) when, in its sole discretion, such assignment, designation or change is reasonable or necessary in the conduct of its business.

8. **Rates and Charges** — Primary Customer agrees to pay nTelos for the use of Service at the rates and charges specified in the Schedule of Rates and Charges then currently in effect, including all applicable fees and surcharges. nTelos reserves the right to revise such rates and charges. Notice of the effective date of such revised rates and charges shall be provided by nTelos for the use of Service by Primary Customer at the revised rates and charges unless Primary Customer terminates this Agreement in accordance with the provisions of Section 10. The Primary Customer acknowledges by signing this Agreement that the Primary Customer has been given a copy of the current Schedule of Rates and Charges.

9. **Deposits** — Any deposits paid by the Primary Customer together with the applicable interest earned thereon shall be refunded by nTelos in the event that nTelos determines that the Primary Customer has established proper credit with nTelos, except as otherwise mandated by applicable law.

10. **Terms of Agreement**

(a) If this agreement is ended by the Primary Customer or is discontinued for the failure to pay for service, each line will be subject to the early termination reimbursement stated on your Service Agreement. The early termination reimbursement is not pro-rated. The termination reimbursement must be paid within 30 days of disconnect.

(b) The equipment sold under this Agreement is not insured by nTelos. In case of loss, the Primary Customer is responsible for the replacement of the equipment or the payment of the early termination reimbursement.

(c) If the Primary Customer gives nTelos notice of its intent to end this Agreement before the end of the term stated on your Service Agreement, the Agreement will end on the last day of the Primary Customer's then-current billing cycle. If the Primary Customer gives nTelos notice of its intent to end this Agreement at the end of such term (or any renewal term), the Agreement will end on the last day of the billing cycle that occurs during the last month of the current term.

11. **Assignment** — The parties agree that this Agreement may not be assigned or transferred by the Primary Customer, in whole or in part. nTelos may, however, upon 5 days written notice to Primary Customer assign all of its rights, duties and obligations hereunder to an affiliate of nTelos, to a partnership in which nTelos or its affiliate has an interest, or another bona fide cellular provider.

12. **Waiver** — No failure on the part of either party hereto to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof.

13. **Entire Agreement** — This Agreement, including the Service Application Form, Schedule of Rates and Charges, Thank You for Choosing nTelos (Important Info) and any Service Application subsequently submitted to nTelos, supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and this Agreement contains the sole and entire Agreement between the parties with respect to the matters covered hereby.

(Continued on back)

14. Warranties — Primary Customer acknowledges that the Equipment purchased hereunder and resold by nTelos is warranted only by the manufacturer thereof and not by nTelos. NTELOS MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT SOLD HEREUNDER AND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NTELOS MAKES NO REPRESENTATIONS AND DISCLAIMS ANY RESPONSIBILITY WITH RESPECT TO THE EFFECT OF THE INSTALLATION AND USE OF THE EQUIPMENT SOLD HEREUNDER UPON ANY VEHICLE WARRANTY. IN WV CONSUMER TRANSACTIONS, NTELOS MAKES NO REPRESENTATIONS WHICH GIVE RISE TO AN EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, BUT DOES NOT DISCLAIM THE IMPLIED WARRANTY OF MERCHANTABILITY. Primary Customer's remedies for any and all warranty claims with respect to the equipment purchased hereunder shall be those provided by respective manufacturers of such equipment only.

15. Cost of Collection — Primary Customer agrees, as further consideration for the promise of nTelos to extend Service, to pay the reasonable costs of collection (up to 33.33%) including, but not limited to, attorney's fees, collection fees, and court costs. This obligation on the part of the customer to pay collection fees shall arise and become effective upon referral by nTelos to its collection agency. In WV consumer transactions, no collection costs shall be assessed to the Primary Customer. You understand that a collections agency may, on behalf of nTelos to collect unpaid fees, contact you at any mailing address, residential telephone number, e-mail address, or any other electronic address that you have or may provide to us, or any mobile phone number (whether by text or phone call) that you have or may provide to us (including any mobile phone number that we provide to you in connection with your Service). This contact may be made by a pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, or by some other automated system that sends emails or text messages. You hereby consent and agree to receive such messages through the above-listed methods to collect unpaid charges owed to nTelos.

16. Handset Protection — If the Primary Customer enrolls in a wireless device protection program (Device Protection Service, Device Coverage or Device Enhanced Warranty), Primary Customer acknowledges that the equipment listed here is in Primary Customer's possession and in good working order, and that the Primary Customer has received and read the complete terms and conditions for the Device Coverage and/or Device Enhanced Warranty programs carefully to determine rights, duties and what is and is not covered. Primary Customer acknowledges that the wireless device protection programs are not required in order to purchase wireless communications equipment and that Primary Customer may already have coverage under personal insurance policies or other sources of coverage. nTelos' employees are not authorized to evaluate the adequacy of any existing coverage.

Primary Customer acknowledges that Device Coverage is underwritten by Old Republic Insurance Company and Asurion Insurance Services, Inc. is the insurance agent and provides claims servicing. The Device Enhanced Warranty program is provided by N.E.W. Administrative Services Company, Inc. nTelos acts as a billing agent for the wireless device protection programs, and the charges for coverage are itemized and incorporated as part of the Primary Customer's bill. Any claims regarding wireless device protection shall be directed to Asurion at 877-868-8775.

Wireless device protection programs are separate from and distinct from the nTelos Customer Service Agreement and pricing and terms of the wireless device protection programs are subject to change with notice to Primary Customer. Primary Customer enrolled in a wireless device protection program may cancel coverage at any time by calling 877-468-3567 or mailing written notice to Asurion Customer Care at Post Office Box 411605, Kansas City, MO 64141-1605. A copy of the complete Device Coverage and Device Enhanced Warranty terms and conditions are included in the program brochure delivered to the Primary Customer upon enrolling into the wireless device protection program or by visiting www.phoneclaim.com. By providing my e-mail, I authorize the use of my e-mail address for communications and legal notices regarding the device protection programs.

17. Caller ID — Primary Customer understands that Primary Customer's calls to telephone numbers equipped with a Caller ID service may result in Primary Customer's name and number being identified to the called party. Primary Customer acknowledges notification of the procedures for blocking and unblocking telephone number(s) for Caller ID purposes.

18. Billing — Unless otherwise specified, wireless telephone calls are billed in one minute increments, and fractions of minutes are rounded up to the next full minute. If Primary Customer has selected a rate plan with 'Included Minutes' those Included Minutes will either be applied to the home coverage area airtime used in the earliest part of each monthly billing cycle, or applied within a specific rate period at nTelos' discretion. Any unused 'Included Minutes' remaining at the end of any monthly Billing Period will neither be carried forward nor credited against the next month's Billing Period. Calls are billed from the time Primary Customer presses the 'Send' key on the wireless telephone, whether Primary Customer is placing the call in the Primary Customer's home coverage area or roaming. Primary Customer will not be charged for unanswered calls, unless Primary Customer places a wireless telephone call to a number that rings unanswered or signals busy for 60 seconds or more, after which Primary Customer may be billed for all airtime, including the first sixty seconds, regardless of whether a connection is made. Primary Customer may be charged for busy or unanswered calls when roaming on another carrier's network.

19. Electronic Payment and Other Online Services — If you enrolled for NTELOS AutoPay service and withdraw from AutoPay within the first 12 months of service, NTELOS reserves the right to:

1. request you re-pay all discounts provided for enrolling in AutoPay.
2. suspend your service(s) until payment is received.

In order to use nTelos' online services you are required to complete the enrollment process by providing us with certain information. As part of this process you agree to furnish nTelos with current, accurate and complete information. You agree to notify nTelos immediately of any changes in your registration data. By enrolling to use nTelos' online services you authorize us to follow any payment or other instructions we receive through our online systems with respect to your account and/or information. By enrolling to use the bill presentment and payment services you explicitly acknowledge and agree that you may receive your nTelos bill and related documents electronically and not in writing. You further acknowledge that you are able to receive and access this information in electronic form and that in the event that you are unable for any reason to receive and access information electronically you will so inform nTelos immediately.

You are solely responsible for maintaining the confidentiality of your password, ID or other secure codes. Furthermore, you are entirely responsible for any and all activities that occur under your nTelos account. You agree to notify nTelos immediately upon your discovery of any unauthorized use of your account and any other breach of security. nTelos will not be responsible for any loss you or anyone else may incur as a result of misuse of your password, ID, personal data, banking or financial information or nTelos account. nTelos cannot guarantee that communications or transactions conducted online will be without error, timely or absolutely secure, and that there may be system or other failures that may limit your ability to use the online services as intended or at all. You agree to hold nTelos harmless and to assume all risk and liability arising from your use of nTelos' online services. nTelos reserves the right to accept or deny your request to participate in any of its online services.

20. Shared Minutes — If the primary line of service is deactivated, another line within the Shared Minutes group must be designated as the primary line of service. If not, the remaining lines of service will automatically be converted to stand alone service plans that best suit the customer's usage pattern (based on their most recent bill) unless otherwise directed by the customer.

21. Lease — If Primary Customer is leasing the Wireless Handset from nTelos, the Primary Customer agrees as follows:

(a) The Primary Customer is responsible for the operation and maintenance of the Wireless Handset and nTelos has no obligation to repair or replace it;

(b) The Wireless Handset shall remain the property of nTelos. At the end of the lease term or upon termination of service by either party, the Primary Customer shall, at his or her expense, return the Wireless Handset to nTelos in good working condition. If the Wireless Handset is not so returned then Authorized Buyer agrees to pay to nTelos the total of the remaining payments under the lease.

(c) The Primary Customer acknowledges that the Wireless Handset leased from nTelos is warranted only by the manufacturer thereof and not by nTelos. NTELOS MAKES NO WARRANTIES WITH RESPECT TO THE WIRELESS HANDSET LEASED HEREUNDER AND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN WEST VIRGINIA CONSUMER TRANSACTIONS, NTELOS MAKES NO REPRESENTATIONS WHICH GIVE RISE TO AN EXPRESS WARRANTY FOR A PARTICULAR PURPOSE, BUT DOES NOT DISCLAIM THE IMPLIED WARRANTY OF MERCHANTABILITY.

22. Enhanced Data Services — Enhanced Data Services are defined as all services using the data network. Data network is defined as a network deployed separately from voice networks. Enhanced Data Services include but are not limited to Wireless Data, Picture Messaging, Video Messaging, LBS, web browsing and premium messaging. Data usage charges and/or text messaging charges may apply when downloading, in addition to voice and service fees. **nTelos reserves the right to terminate the service, temporarily reduce data throughput/speed or change your rate plan if the service is used in an excessive manner relative to average subscriber usage levels. Unless explicitly permitted by your Data Plan, other uses, including for example, tethering your device to a personal computer or other hardware, are not permitted.** Customer is solely responsible for the content and activities to, from or through Enhanced Data Services in accordance to the Enhanced Data Services Terms & Conditions available at nteloswireless.com. Customer will use Enhanced Data Services only for lawful purposes.

23. Picture Messaging/Video Messaging — Picture Messaging requires a picture messaging phone. Video Messaging requires a video messaging capable phone. All video messaging capable phones are also picture messaging capable; however, not all picture messaging phones will have video messaging capability. Video messages may be sent from video messaging capable phones to valid e-mail addresses. Apple QuickTime® Player software (version 6.5 or higher) is required to play video messages sent to e-mail addresses. Video messages may also be sent from video messaging capable phones to other nTelos customers, but the recipient's ability to receive and play the video message will depend on their phone model. You will be charged for picture/video messages sent and received from your picture/video messaging capable phone, even if not delivered to the intended recipient, or if only partial content is delivered. You will not be charged for picture/video messages sent to your phone unless received. Picture/video messages that cannot be delivered to the intended recipients within four (4) days will be deleted. Restrictions apply. Camera phones are prohibited in some places. You are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

24. Text Messaging Service — Text Messaging allows you to type text on your nTelos handset using the keypad. Messages sent to a distribution list are billed per recipient. nTelos is not responsible for messages that are lost or significantly delayed. Information sent via text messages, including your wireless phone number, may be intercepted by third parties during transmission over the Internet without your or nTelos' permission. nTelos is not responsible for the number or content of messages sent to customers using the Wireless Text Messaging Service.

25. Account Manager — If Primary Customer allows an Account Manager, that Account Manager is given access to any and all account information, including information in nTelos' billing and customer care systems concerning the account and the use of services. The Account Manager may make changes to the Primary Customer's account, including adding plans and services. Account Managers cannot terminate lines of service or accounts. Primary Customer shall be responsible for all such changes made by the Account Manager, including being financially responsible for all associated rates and charges.

Signature — My signature hereunder acknowledges that I have read, understand and agree to the nTelos Customer Service Agreement. I authorize any person or consumer reporting agency to compile and furnish nTelos or its appointed affiliates with any pertinent information in response to any appropriate inquiry from nTelos. I certify that the information provided herein is accurate and true and that any falsification will result in automatic denial of service. If my account balance exceeds the limit established by the Primary Customers' service credit scoring, then my service may be suspended until my outstanding balance is paid, and a reconnect fee may apply. I understand by authorizing an alternate billing address, I will not receive monthly billing statements and may not be aware of balances owed on my account, and this does not exempt me from liability for the account. I understand by authorizing other users, they will have access to information on the account. I understand if I incur any additional charges on my handset, including but not limited to data, roaming, additional minutes and directory assistance calls, I am responsible for paying all charges. The phone may be set to "home only" or "no roaming" to avoid incurring additional roaming charges.

I have been provided with the entire nTelos customer service agreement and I agree to be bound by its terms. I have agreed to this nTelos customer service agreement by signing, by agreeing verbally, by opening this package, or by activating my nTelos service.

MDN Number: ______________________ Sales Representative's Signature:______________________________ Date:________________

Customer's Signature:______________________________ Date:________________

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Section 6.01

Exceptions to Covenants Relating to Conduct of Business

[[BEGIN CONFIDENTIAL]]

.

[[END CONFIDENTIAL]]

Attachment 1 to Section 6.01

Company Capital Expenditure Plan

{{BEGIN HIGHLY CONFIDENTIAL}}

{{END HIGHLY CONFIDENTIAL}}

Attachment 2 to Section 6.01

Certain Employee Matters

[[REDACTED PER INSTRUCTIONS OF COMMISSION STAFF]]

.

[[END REDACTIONS]]

Attachment 3 to Section 6.01

{{BEGIN HIGHLY CONFIDENTIAL}} **VAE Wind Down**

{{END HIGHLY CONFIDENTIAL}}

MASTER AGREEMENT

by and between

SprintCom, Inc.
("Sprint")

and

Shenandoah Personal Communications, LLC
("Shentel")

dated as of

August 10, 2015

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Exhibits

MASTER AGREEMENT

THIS MASTER AGREEMENT (this "Agreement") is made as of August 10, 2015, by and among SprintCom, Inc., a Kansas corporation ("Sprint"), and Shenandoah Personal Communications, LLC, a Virginia limited liability company ("Shentel"). Sprint and Shentel are individually referred to in this Agreement as a "Party" and collectively as the "Parties." Capitalized terms used herein without definition have the meanings ascribed to such terms in Article I.

RECITALS

WHEREAS, pursuant to that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of August 10, 2015, by and among Shenandoah Telecommunications Company, a Virginia corporation ("Parent"), Gridiron Merger Sub, Inc., a Delaware corporation and wholly-owned, direct subsidiary of Parent ("Merger Sub"), and NTELOS Holdings Corp., a Delaware corporation ("nTelos"), Merger Sub will merge with and into nTelos, with nTelos surviving the merger as a wholly-owned, direct subsidiary of Parent (the "Merger");

WHEREAS, as a result of the Merger, Parent, through its wholly-owned subsidiaries, will hold (i) certain licenses for wireless communications services in the service territory served by nTelos prior to the effective time of the Merger (the "Effective Time"), as such territory is more particularly described in Exhibit A of the Shentel Affiliate Addendum (the "Former nTelos Service Area"), and (ii) assets, business and Subscribers in the Former nTelos Service Area (collectively, the "nTelos Business");

WHEREAS, the existing business relationship between Shentel and Sprint is governed by, among other agreements, the Management Agreement and the Services Agreement (collectively, as amended, the "Shentel Affiliate Agreements"); and

WHEREAS, Shentel and Sprint desire to (i) make certain adjustments in their relationship and obligations to each other with respect to Shentel's wireless communications business, and (ii) engage in the other transactions as contemplated herein.

NOW, **THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants, conditions and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Active Sprint Affiliate Subscriber" means a Converted nTelos Affiliate Subscriber that, as of the Determination Date, (i) for a post-paid Subscriber, is not more than 90 days overdue on payment to Sprint and (ii) for a pre-paid Subscriber, has available units or an additional purchase of units has occurred within a sixty (60) day period ending with the Determination Date.

"Active Sprint Retail Subscriber" means a Converted nTelos Retail Subscriber that, as of the Retail Determination Date, (i) for a post-paid Subscriber, is not more than 90 days overdue on payment to Sprint and (ii) for a pre-paid Subscriber, has available units or an additional purchase of units has occurred within a sixty (60) day period ending with the Retail Determination Date.

"Affiliate" shall mean, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with that Person. For purposes of this definition, "control" (including the terms "controlling" and "controlled") means the power to direct or cause the direction of the management and policies of a Person, directly or indirectly, whether through the ownership of equity interests, by contract or otherwise. For all purposes of this Agreement, following the Merger nTelos shall be deemed to be an Affiliate of Shentel.

"Amended and Restated Resale Agreement" shall mean the Amended and Restated Resale Agreement, dated as of May 1, 2014, by and among West Virginia PCS Alliance, L.C., Virginia PCS Alliance, L.C., NTELOS Inc., Sprint Spectrum L.P., and certain Affiliates of Sprint.

"Business Day" shall mean any day, other than Saturday or Sunday, on which commercial banks and foreign exchange markets are open for business in the State of New York.

"Communications Act" shall mean the Communications Act of 1934, as amended from time to time.

"Consent" shall mean all Governmental Authorizations and consents, registrations, approvals, permits, authorizations or waivers of other third parties.

"Converted nTelos Affiliate Subscribers" shall mean the sum of (i) X plus (ii) Y, where:

X = those Subscribers who are Former nTelos Affiliate Customers that satisfy the following criteria as of the Determination Date: (i) the Subscriber's MDN has been provisioned onto Sprint's platform; (ii) Sprint has the capability to invoice all the Subscriber's usage after provisioning; (iii) Sprint has the capability to manage billing, customer care, and all other aspects of the customer relationship with the Subscribers, in accordance with the Shentel Affiliate Agreements; and (iv) the Subscriber's MDN, CPNI, and account information is no longer active or available on any nTelos or Shentel platform or back office system, but is in Sprint's possession, custody, and control consistent with the Shentel Affiliate Agreements.

Y = each other Subscriber on the Sprint billing platform as of the Determination Date who is Homed to the Former nTelos Service Area and who became a Subscriber at any time after the Closing Date (excluding, for the avoidance of doubt, (i) any Sprint/nTelos Subscribers and (ii) any Former nTelos Customers).

"Converted nTelos Retail Subscribers" shall mean those Subscribers who are Former nTelos Retail Customers, except for those Former nTelos Retail Customers Homed to the geographic areas covered by the NPA-NXXs set forth on Schedule I, that satisfy the following criteria as of the Retail Determination Date: (i) the Subscriber's MDN has been provisioned onto Sprint's platform; (ii) Sprint has the capability to invoice all the Subscriber's usage after provisioning; and (iii) Sprint has the capability to manage billing, customer care, and all other aspects of the customer relationship with the Subscribers.

"CPNI" shall mean customer proprietary network information.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"FCC" shall mean the Federal Communications Commission.

"FCC Consents" shall mean the Consents issued or granted by the FCC required to effect the transactions and specified in Section 6.1(b) of this Agreement.

"FCC Licenses" shall mean all licenses and authorizations issued by the FCC with respect to the spectrum that Sprint and its Affiliates may use to provide wireless communication services held by nTelos prior to the Closing related to the Former nTelos Service Area as set forth on Schedule II attached hereto.

"FCC Rules" shall mean the rules and regulations established by the FCC pursuant to the Communications Act, as amended from time to time, together with all orders and public notices of the FCC.

"Final Order" shall mean an action or decision that has been granted by the FCC as to which (i) no request for a stay or similar request is pending, no stay is in effect, the action or decision has not been vacated, reversed, set aside, annulled or suspended and any deadline for filing such request that may be designated by statute or regulation has passed, (ii) no petition for rehearing or reconsideration or application for review is pending and the time for the filing of any such petition or application has passed, (iii) the FCC does not have the action or decision under reconsideration on its own motion and the time within which it may effect such reconsideration has passed, and (iv) no appeal is pending, including other administrative or judicial review, or in effect and any deadline for filing any such appeal that may be designated by statute or rule has passed.

"Former nTelos Affiliate Customers" shall mean, collectively, all of the Customers who are Homed to the Former nTelos Service Area.

"Former nTelos Customers" shall mean the Customers in the nTelos Footprint as of the Closing Date. For the avoidance of doubt, the Former nTelos Customers shall comprise the Former nTelos Affiliate Customers and the Former nTelos Retail Customers as of the Closing Date.

"Former nTelos Retail Customers" shall mean, collectively, all of the Customers who are Homed to the NPA-NXXs covering the geographic areas set forth on Schedule III.

"Governmental Authorizations" shall mean any license, permit, certificate of authority, waiver, variance, order, operating rights, approval, certificate of public convenience and necessity, registration or other authorization, consent or clearance to construct or operate a facility, including any emissions, discharges or releases therefrom, or to transact an activity or business, to construct a tower, or to use an asset or process, in each case issued or granted by a Governmental Entity.

"Governmental Entity" shall mean any domestic or foreign governmental or regulatory authority, court, agency, department, division, commission, body or other legislative, executive or judicial governmental entity, including any subdivision thereof and any entity specifically designated by Law to administer, manage or oversee any governmental or regulatory program established under federal or state Law.

"Homed" shall mean, with respect to a Subscriber, the geographic area covered by such Subscriber's NPA-NXX.

"HSR Act" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended from time to time.

"Intercarrier Roamer Service Agreement" shall mean the Intercarrier Roamer Service Agreement, dated as of May 1, 2014, by and between Sprint Spectrum L.P., certain Affiliates of Sprint, and NTELOS Inc.

"Interference Consent" shall mean any agreement or arrangement between a Party and any Person, including any present or proposed PCS, cellular, or microwave system operator or any PCS, cellular, or microwave licensee, conditional licensee or applicant with respect to co-channel and/or adjacent channel interference, the coordination of adjacent market channel use or other matters concerned with the operation of adjacent markets, allowing interference, restricting station operations, licensing or location, or limiting transmission time.

"Intra-Company Lease" shall mean the intra-company spectrum lease between nTelos, Inc. and its subsidiary, West Virginia PCS Alliance, L.C.

"Knowledge" shall mean the actual knowledge, after reasonable inquiry, of any of Shentel's executive officers.

"Law" shall mean all federal, state, local or non-U.S. laws, statutes, ordinances, codes, rules, regulations and decrees of Governmental Entities.

"Lien" shall mean pledges, liens, charges, mortgages, deeds of trust, restrictions, covenants, title retention agreements, options, leases, licenses, easements, encroachments, encumbrances and security interests of any kind or nature whatsoever.

"Management Agreement" shall mean the Sprint PCS Management Agreement, dated as of November 5, 1999, by and among Sprint Spectrum L.P., WirelessCo, L.P., Sprint Communications Company L.P., APC PCS, LLC, PhillieCo, L.P. and Shenandoah Personal Communications, LLC, as amended and supplemented from time to time.

"MDN" shall mean mobile device number.

"Net Service Fee" has the meaning ascribed to such term in the Services Agreement.

"nTelos Footprint" shall mean the territory covered by the following Basic Trading Areas (BTAs) identified by the FCC authorizations: BTA #12 (Altoona, PA); BTA #23 (Athens, OH); BTA #35 (Beckley, WV); BTA #48 (Bluefield, WV); BTA #73 (Charleston, WV); BTA #75 (Charlottesville, VA); BTA #80 (Chillicothe, OH); BTA #82 (Clarksburg-Elkins, WV); BTA #100 (Cumberland, MD); BTA #104 (Danville, VA); BTA #137 (Fairmont, WV); BTA #179 (Hagerstown, MD-Chambersburg, PA-Martinsburg, WV); BTA #183 (Harrisonburg, VA); BTA #197 (Huntington, WV-Ashland, KY); BTA #259 (Logan, WV); BTA #266 (Lynchburg, VA); BTA #284 (Martinsville, VA); BTA #306 (Morgantown, WV); BTA #342 (Parkersburg, WV-Marietta, OH); BTA #359 (Portsmouth, OH); BTA #374 (Richmond-Petersburg, VA – only including Brunswick and Mecklenburg County, VA); BTA #376 (Roanoke, VA); BTA # 430 (Staunton-Waynesboro, VA); BTA #471 (Wheeling, WV); BTA #474 (Williamson, WV – Pikeville, KY); BTA # 479 (Winchester, VA); and BTA #487 (Zanesville-Cambridge, OH).

"nTelos-Sprint Spectrum Leases" shall mean, collectively, (i) the Long-Term De Facto Spectrum Leasing Agreement, dated as of May 21, 2014, by and among Nextel Communications of the Mid-Atlantic, Inc., Nextel WIP License Corp., Nextel WIP Expansion Two Corp., Nextel License Holdings 1, Inc., and NTELOS Inc.; (ii) the Long-Term De Facto Spectrum Leasing Agreement, dated as of May 21, 2014, by and among APC PCS, LLC, WirelessCo, L.P., SprintCom, Inc., Nextel Communications of the Mid-Atlantic, Inc., Nextel License Holdings 4, Inc., Nextel License Holdings 1, Inc., and NTELOS Inc.; and (iii) the Long-Term De Facto Spectrum Leasing Agreement, dated as of May 21, 2014, by and among NSAC, LLC, Clearwire Spectrum Holdings, LLC, Clearwire Spectrum Holdings III, LLC, Alda Wireless Holdings, LLC, and NTELOS Inc.

"Other nTelos Spectrum Leases" shall mean, collectively, (i) the Amended and Restated MDS Lease Agreement, dated as of August 3, 2000, by and between John Dudeck and CFW Cable Inc.; (ii) the Amended and Restated MDS Lease Agreement, dated as of August 3, 2000, by and between Blake Twedt and CFW Cable Inc.; (iii) the Amended and Restated MDS Lease Agreement, dated as of August 3, 2000, by and between Ivan Nachman and CFW Cable Inc.; (iv) the Agreement, dated as of July 8, 1992, by and between Lynchburg City Schools and Charlottesville Quality Cable Operating Company, as amended by that certain Amendment and Renewal, dated as of June 2, 2004, by and between Lynchburg City Schools and NTELOS Cable Inc.; and (v) any extensions, renewals, replacements or similar modifications to any of the foregoing.

"Person" shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, company, limited liability company, trust, joint venture, estate, association, organization or other entity or Governmental Entity or "group" (as defined in the Exchange Act).

"Proceeding" shall mean any investigation, action, arbitration, proceeding, litigation or suit (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator.

"Services Agreement" shall mean the Sprint PCS Services Agreement, dated as of November 5, 1999, by and between Sprint Spectrum L.P. and Shenandoah Personal Communications, LLC, as amended and supplemented from time to time.

"Subscriber" shall mean a customer with a unique NPA-NXX, provided that if a customer has more than one NPA-NXX, there shall be deemed to be a Subscriber for each unique NPA-NXX.

"Transfer" shall mean to sell, transfer, deliver, convey, assign or otherwise dispose of the applicable asset.

"Transactions" shall mean the transactions contemplated by this Agreement (excluding the Merger) and by each of the other Transaction Documents.

"Transaction Documents" shall mean, collectively, this Agreement and each of the documents referred to in Section 3.2.

In addition to the foregoing, the following terms shall have the meanings ascribed to them in the Sections or Articles identified below:

Term	Section/Article
Adverse Regulatory Condition	6.1(b)
Agreement	Preamble
Assignment and Assumption Agreement	6.2(c)(i)
Assignment Documentation	6.2(c)(i)
Assumed Liabilities	6.2(c)(ii)
Cap	2.1
Closing	3.1
Closing Date	3.1
Customer Agreements	6.2(c)(i)
Customer Assumed Liabilities	6.2(c)(ii)
Customers	6.2(c)(i)
Determination Date	2.2
Effective Time	Recitals
Enterprise Customer	6.2(c)(i)
Enterprise Customer Agreements	6.2(c)(i)
Equipment Receivables	6.8(a)
Equipment Receivables Payment Period	6.8(b)
Excluded Contract	6.2(c)(v)
Excluded Liabilities	6.2(c)(iii)
FAA	5.3(c)
FCC Applications	6.1(b)
First-Year Collected Amount	6.8(c)
First-Year Deficit True-Up Amount	6.8(d)(i)
First-Year Equipment Receivables Calculation	6.8(c)
Final Equipment Receivables Amount	6.8(e)

Section 1.2 Interpretation. Interpretation of this Agreement shall be governed by the following rules of construction: (i) words of the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (ii) references to the terms Article, Section and paragraph are references to the Articles, Sections and paragraphs to this Agreement unless otherwise specified; (iii) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, including the Shentel Disclosure Schedule and the other schedules and exhibits hereto; (iv) references to "$" shall mean U.S. dollars; (v) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (vi) the word "or" shall not be exclusive; (vii) references to "written" or "in writing" include in electronic form; (viii) provisions shall apply, when appropriate, to successive events and transactions; (ix) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (x) Sprint and Shentel have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties thereto and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions in this Agreement; (xi) a reference to any Person includes such Person's successors and permitted assigns; (xii) any reference to "days" means calendar days unless Business Days are expressly specified; and (xiii) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, and, if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

ARTICLE II

MONTHLY RETAINAGE REDUCTION

Section 2.1 Monthly Retainage Reduction. From and after the Closing, the monthly amounts that Sprint and its Affiliates are entitled to retain as a Prepaid Management Fee and/or a Fee Based on Billed Revenue (as those terms are defined in the Management Agreement) (collectively, the "Sprint Monthly Retainage Amounts"), shall be reduced (each such monthly reduction, a "Monthly Retainage Reduction") by $4,200,000 (subject to adjustment pursuant to this Section 2.1, the "Cap"). If a Sprint Monthly Retainage Amount is less than $4,200,000 (such shortfall, the "Reduction Credit"), then:

(a) the applicable Monthly Retainage Reduction shall equal such Sprint Monthly Retainage Amount; and

(b) the Reduction Credit shall, at Shentel's option, be:

(i) carried forward such that the Cap for the next succeeding month shall be increased by an amount equal to such Reduction Credit (it being understood that unused Reduction Credits shall accumulate and be carried forward with corresponding increases to the Cap until all such Reduction Credits have been realized through Monthly Retainage Reductions (or been offset pursuant to clause (ii) below), at which time the Cap shall be reduced to $4,200,000, subject to further adjustment pursuant hereto), and/or

(ii) deducted from any amount required to be paid by Shentel to Sprint pursuant to Section 2.2.

The Monthly Retainage Reductions shall be payable on a monthly basis to "Manager" under Section 10.12 of the Management Agreement, until such time as the aggregate Monthly Retainage Reductions equal $251,800,000. For the avoidance of doubt, the Cap shall never be lower than $4,200,000. Schedule 2.1 sets forth examples of the calculations and adjustments contemplated by this Section 2.1.

Section 2.2 Shentel Reimbursement. If, on the 180th day following the Closing Date (or if such date is not a Business Day, on the first Business Day after such 180th day) (the "Determination Date"),

(a) the number of Active Sprint Affiliate Subscribers is less than seventy-five percent (75%) of the higher of (i) the number of Former nTelos Affiliate Customers and (ii) 271,900, then Shentel shall pay to Sprint One Million Dollars ($1,000,000) per month for twenty-four (24) months (the "Post-Closing Reimbursement Period"), or

(b) the number of Active Sprint Affiliate Subscribers is more than seventy-five percent (75%) but less than eighty-five percent (85%) of the higher of (i) the number of Former nTelos Affiliate Customers and (ii) 271,900, then Shentel shall pay to Sprint Five Hundred Thousand Dollars ($500,000) per month during the Post-Closing Reimbursement Period.

If a payment is required pursuant to Sections 2.2(a) or 2.2(b), the first payment shall be due within ten (10) days after the Parties shall have agreed on the number of Active Sprint Affiliate Subscribers pursuant to Section 2.4 and each subsequent payment shall be due and payable on the first Business Day of each calendar month during the Post-Closing Reimbursement Period, subject to Section 2.1(b).

Section 2.3 Sprint Payment for Active Sprint Retail Subscribers. The Parties shall agree on the number and prepaid/postpaid status of the Former nTelos Retail Customers pursuant to Section 2.4(a). Sprint shall pay to Shentel in cash, within thirty (30) days after the Retail Determination Date (as defined below), an amount equal to the sum of (i) $175 for each postpaid Active Sprint Retail Subscriber plus (ii) $50 for each prepaid Active Sprint Retail Subscriber. "Retail Determination Date" shall mean the date on which the migration of the Former nTelos Retail Customers to the Sprint billing platform is complete.

Section 2.4 Reporting and Audit Rights.

(a) Shentel shall, within thirty (30) days following the Closing Date, deliver to Sprint a report setting forth the number of Former nTelos Affiliate Customers and the number and prepaid/postpaid status of Former nTelos Retail Customers as of the Closing Date (the "Shentel Report"). The Shentel Report shall include supporting documentation used by Shentel in the preparation of the Shentel Report. Sprint shall have the right, subject to applicable Law, during the fifteen (15) days following its receipt of the Shentel Report and at its sole cost and expense, to audit, or to cause its employees or representatives to audit, Shentel's books, records and other documents (including computer files) as necessary to verify the number of Former nTelos Affiliate Customers and the number and prepaid/postpaid status of Former nTelos Retail Customers as of the Closing Date. Shentel shall reasonably cooperate with Sprint in conducting such audit. In the event that Sprint disputes the Shentel Report, the Parties shall negotiate in good faith to resolve any such dispute as promptly as reasonably practical.

(b) Sprint shall (I) within ten (10) days following the Retail Determination Date, deliver to Shentel a report setting forth the number and prepaid/postpaid status of Active Sprint Retail Subscribers as of the Retail Determination Date, and (II) within ten (10) days following the Determination Date, deliver to Shentel a report setting forth the number and percentage of Active Sprint Affiliate Subscribers as of the Determination Date (each, a "Sprint Report"). Each Sprint Report shall include supporting documentation used by Sprint in the preparation of such Sprint Report. Shentel shall have the right, subject to applicable Law, during the fifteen (15) days following its receipt of each Sprint Report and at its sole cost and expense, to audit, or to cause its employees or representatives to audit, Sprint's books, records and other documents (including computer files) as necessary to verify (i) the number and prepaid/postpaid status of Active Sprint Retail Subscribers as of the Retail Determination Date and (ii) the number of Converted nTelos Affiliate Subscribers and the number and percentage of the Active Sprint Affiliate Subscribers as of the Determination Date, as applicable. Sprint shall reasonably cooperate with Shentel in conducting such audit. In the event that Shentel disputes a Sprint Report, the Parties shall negotiate in good faith to resolve any such dispute as promptly as reasonably practical.

ARTICLE III

CLOSING

Section 3.1 Time and Place. Upon the terms and subject to the satisfaction or waiver by the appropriate Party of the conditions set forth in Article VII, the consummation of the Transactions (the "Closing") shall take place at the Richmond, Virginia, offices of Hunton & Williams LLP; provided, however, that, subject to the satisfaction or waiver of the Closing conditions in Sections 7.1 and 7.2, unless the Parties agree otherwise, the Closing shall occur on the same date and at the same time as the Effective Time. The date on which the Closing occurs is called the "Closing Date."

Section 3.2 Deliveries. Upon the terms and subject to the satisfaction or waiver by the appropriate Party of the conditions set forth in Article VII, the Parties shall take the following actions on the Closing Date:

(a) Sprint shall execute and deliver to Shentel:

(i) the documents required to be delivered by Sprint at the Closing pursuant to Section 6.2; and

(ii) the certificates and other documents required to be delivered by Sprint at or prior to Closing under Section 7.1.

(b) Shentel and nTelos shall execute and deliver to Sprint:

(i) the documents required to be delivered by Shentel and nTelos at the Closing pursuant to Section 6.2; and

(ii) the certificates and other documents required to be delivered by Shentel at or prior to Closing under Section 7.2.

Section 3.3 Procedure. At the Closing, the Parties will exchange copies of the Transaction Documents and signature pages thereto by facsimile, .pdf or other appropriate electronic means, the receipt of which will be confirmed by telephone. The Closing shall be deemed to occur as of 12:01 a.m. on the Closing Date. Each Party will deliver, upon request, to the other Party such other documents as the other Party may reasonably request for the purpose of (i) evidencing the accuracy of such Party's representations and warranties hereunder, (ii) evidencing the performance of such Party of, or the compliance by such Party with, any covenant or obligation required to be performed or complied with by such Party hereunder or (iii) otherwise facilitating the consummation or performance of the Transactions.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SPRINT

Sprint hereby represents and warrants to Shentel as follows:

Section 4.1 Organization and Authority; Non-Contravention. Sprint is duly incorporated, validly existing and in good standing under the laws of the State of Kansas, has all requisite corporate power and authority, and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement. This Agreement, and the Transaction Documents to which Sprint is a party, constitute legal, valid and binding obligations of Sprint, enforceable against it in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles. Neither the execution, delivery and performance by Sprint of this Agreement or the other Transaction Documents to which Sprint is a party, nor the consummation of the Transactions will (i) conflict with, or result in a breach or violation of, any provision of Sprint's organizational agreements; (ii) except as set forth on Schedule 4.1 or Schedule 4.2 hereto, constitute, with or without the giving of notice or passage of time or both, a material breach, violation or default, create a material Lien, or give rise to any material right of termination, modification, cancellation, prepayment or acceleration, under (A) any Law or (B) any note, bond, mortgage, indenture, lease, agreement or other instrument, in each case which is applicable to or binding upon Sprint or any of its assets; or (iii) require any Consent other than the Governmental Authorizations contemplated in Section 4.2.

Section 4.2 No Conflicts. No Consent of, from or with, or notice to, any Governmental Entity is required to be obtained or made by or with respect to Sprint in connection with the execution, delivery and performance of this Agreement or the consummation of the Transactions other than (i) compliance with and filings under the HSR Act, (ii) compliance with and filings under the Communications Act, including the FCC Rules, including the FCC Consents contemplated in Section 6.1(b), (iii) compliance with and filings under any applicable state public utility Laws and rules, regulations and orders of any state public utility commissions ("PUCs") and rules, regulations and orders of any state regulatory bodies regulating telecommunications businesses and (iv) such Consents described on Schedule 4.2 hereto.

Section 4.3 Qualification. Sprint is legally qualified to (i) hold and receive FCC licenses generally, (ii) hold and receive the FCC Licenses (and the consummation of the Transactions will not cause Sprint to be ineligible to hold the FCC Licenses), and (iii) receive any authorization or approval from any state or local regulatory authority necessary for it to acquire the FCC Licenses. Sprint is in compliance with Section 310(b) of the Communications Act and all rules, regulations or policies of the FCC promulgated thereunder with respect to alien ownership.

Section 4.4 Litigation. There are no civil, criminal or administrative claims, actions, suits, demands, arbitrations, Proceedings or investigations pending or threatened against Sprint or any of its Affiliates, at law, in equity or otherwise, in, before, or by, any court, Governmental Entity, arbitrator or other governmental or regulatory official, body or authority that seeks to enjoin this Agreement or the Transactions or otherwise prevent Sprint from performing its obligations under this Agreement or consummating the Transactions. There is no judgment, decree, injunction, rule, order, writ, decree or award of any court, Governmental Entity, arbitrator or other governmental or regulatory official, body or authority outstanding against Sprint or any of its Affiliates, and there are no unsatisfied judgments against Sprint or any of its Affiliates, in each case, that would have a material adverse effect on Sprint's ability to consummate the Transactions.

Section 4.5 No Brokers. Sprint has not employed any broker, finder or investment banker or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the Transactions.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SHENTEL

Shentel hereby represents and warrants to Sprint as follows, except as set forth in the disclosure schedule hereto (the "Shentel Disclosure Schedule"), which Shentel Disclosure

Schedule is arranged in paragraphs corresponding to the numbered and lettered paragraphs contained in this Article V:

Section 5.1 Organization and Authority; Non-Contravention. Shentel is a limited liability company and is duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, has all requisite power and authority, and has taken all action necessary in order to execute, deliver and perform its obligations under this Agreement. This Agreement, and the other Transaction Documents to which Shentel is a party, constitute legal, valid and binding obligations of Shentel, enforceable against Shentel in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles. Neither the execution, delivery and performance by Shentel of this Agreement or the other Transaction Documents to which Shentel is a party, nor the consummation of the Transactions will (i) conflict with, or result in a breach or violation of, any provision of any of Shentel's organizational agreements; (ii) except as set forth in Section 5.1 or Section 5.2 of the Shentel Disclosure Schedule, constitute, with or without the giving of notice or passage of time or both, a material breach, violation or default, create a material Lien, or give rise to any material right of termination, modification, cancellation, prepayment or acceleration, under (A) any Law or (B) any note, bond, mortgage, indenture, lease, agreement or other instrument, in each case which is applicable to or binding upon Shentel or its assets; or (iii) require any Consent, other than the Governmental Authorizations contemplated in Section 5.2.

Section 5.2 No Conflicts. No Consent of, from or with, or notice to, any Governmental Entity is required to be obtained or made by or with respect to Shentel in connection with the execution, delivery and performance of this Agreement or the consummation of the Transactions other than (i) compliance with and filings under the HSR Act, (ii) compliance with and filings under the Communications Act, including the FCC Rules, including the FCC Consents contemplated in Section 6.1(b), (iii) compliance with and filings under any applicable state public utility Laws and rules, regulations and orders of any state PUCs and rules, regulations and orders of any state regulatory bodies regulating telecommunications businesses and (iv) such other Consents as are set forth in Section 5.2 of the Shentel Disclosure Schedule.

Section 5.3 FCC Matters.

(a) Section 5.3(a) of the Shentel Disclosure Schedule sets forth each Person (each, a "Shentel Entity" and, collectively, the "Shentel Entities") who, as of the Effective Time and after giving effect to the Merger, will be the exclusive holder of the FCC Licenses set forth opposite its name in such Section. For each FCC License, Section 5.3(a) of the Shentel Disclosure Schedule sets forth, as of the Effective Time, (i) the FCC registration number or name of the licensee, (ii) the FCC call sign, license number or other license identifier, (iii) the geographic area for which the Shentel Entities are authorized to provide service, (iv) the current expiration date, (v) the frequency block (except for microwave licenses and Section 214 authorizations), (vi) where applicable, the relevant market and service designations used by the FCC, and (vii) if applicable, the application number of any pending application related to the FCC License. As of the Effective Time, the FCC Licenses will constitute all the licenses and authorizations from the FCC for the business operations of the Shentel Entities (or nTelos or its applicable

Affiliates, as the case may be) as they are currently being conducted in the Former nTelos Service Area. As of the Effective Time, there will not be any condition outside of the ordinary course imposed on any of the FCC Licenses by the FCC (including any condition on the grant of a renewal application) that is not disclosed on the face of the reference copy of the FCC License in the FCC's Universal Licensing System database; provided, that "ordinary course" shall mean any condition described in any federal statutes, FCC Rules or similar sources that apply generally to FCC licenses of the same service or any condition that the FCC routinely imposes upon the grant of applications for similar licenses.

(b) As of the Effective Time, (i) each FCC License will have been granted pursuant to a Final Order by the FCC to be held by the licensee listed in Section 5.3(a) of the Shentel Disclosure Schedule, will be valid and in full force and effect, and will have not been suspended, revoked, cancelled, terminated or forfeited or adversely modified; (ii) there will be no proceeding pending before the FCC or any other Governmental Entity (and no pending judicial review of such a proceeding) or, to the Knowledge of Shentel, threatened by any Person with respect to any FCC License that would, individually or in the aggregate, reasonably be likely to result in the suspension, revocation, cancellation, termination, forfeiture, or adverse modification of any FCC License; and (iii) to the Knowledge of Shentel, no event, condition or circumstance will exist or, after notice or lapse of time or both, would exist that would constitute a breach of, or default under, the terms and conditions of any FCC License that would preclude any FCC License from being renewed in the ordinary course (to the extent that such FCC License is renewable by its terms) or could reasonably be expected to place such FCC license at risk of suspension, revocation, cancellation, termination, forfeiture or modification.

(c) As of the Effective Time, each of the Shentel Entities will be in compliance in all material respects with the terms of the FCC Rules and any other Laws that apply to, or that are contained in, each FCC License and will have timely fulfilled and performed all of its obligations with respect thereto in all material respects, including making all reports, filings, notifications and applications to the FCC, except for such reports, filings, notifications and applications that are not material to Shentel's business in the Former nTelos Service Area. As of the Closing, Shentel will have made available to Sprint true and complete copies of each such material report, filing, notification and application, including ownership reports and regulatory fee filings, in its possession and filed by nTelos or its applicable Affiliates in the last three (3) years, with the exception of those reports, filings, notifications and applications that are available in their entirety in the FCC's Universal Licensing System database. As of the Effective Time, neither Shentel nor any Shentel Entity will have received written notice of, incurred, or if incurred, Shentel or the applicable Shentel Entity will have fully discharged, any audit, investigation, inquiry, fine, charge or other liability resulting from any noncompliance prior to the Closing relating to such reports, filings, notifications and applications, or any other obligation arising under the Communications Act, FCC Rules or any other Laws that apply to, or that are contained in, each FCC License. As of the Effective Time, Shentel or the applicable Shentel Entity will have timely made the payment of all regulatory fees and contributions to the FCC, the United States Treasury or any other

Governmental Entity with respect to any FCC License or which are otherwise required by the FCC Rules, including Universal Service Fund and TRS Fund contributions. As of the Effective Time, no payment will be owed to the FCC or any other Governmental Entity with respect to any FCC License, or any other obligation arising under the Communications Act or FCC Rules. As of the Closing, Shentel and each Shentel Entity will have received all necessary regulatory approvals, made all filings, tower registrations, radio frequency emission certifications, state and tribal historic preservation officers certifications or letters and other reports required to be obtained or made by such Person relating to the operation of towers, including those necessary to comply with all of the rules, regulations and policies of the Federal Aviation Administration ("FAA") and all other Laws governing the construction, marking and lighting of antenna structures and colocation activities, including FAA and FCC tower registration filing requirements, except for such approvals, filings, registrations, certifications, letters or reports that are not material to the operation of Shentel's business in the Former nTelos Service Area. As of the Closing, Shentel will have all documentation in its possession or reasonably ascertainable by Shentel supporting such approvals, filings, registrations and certifications, except such approvals, filings, registrations and certifications the absence of which would not, individually or in the aggregate, reasonably be likely to materially adversely affect the business of Shentel in the Former nTelos Service Area. As of the Closing, except as contemplated by Section 6.1, there will be no investigations, inquiries, enforcement proceedings, orders or other actions pending (or, to the Knowledge of Shentel, threatened) by the FAA, the FCC or any similar Governmental Entity with respect to the FCC Licenses or the conduct of the business.

(d) As of the Effective Time, there will be no pending or planned application by Shentel or any Shentel Entity to modify any FCC License. As of the Effective Time, except as listed in Section 5.3(d) of the Shentel Disclosure Schedule, neither Shentel nor any Shentel Entity will have (i) entered into any field-strength agreements or otherwise granted any Interference Consents with respect to any of the spectrum that is the subject of any of the FCC Licenses or (ii) waived or relinquished any right or claim with respect to any of the spectrum that is the subject of any FCC License.

(e) As of the Effective Time, except as listed in Section 5.3(e) of the Shentel Disclosure Schedule, neither Shentel nor any Shentel Entity will lease or license any FCC Licenses to or from any Person (other than leases solely among Shentel and/or any Shentel Entity).

(f) As of the Effective Time, no Shentel Entity or any Affiliate thereof will have entered into any obligation, agreement, arrangement or understanding to Transfer the FCC Licenses.

(g) As of the Effective Time, all build out and coverage requirements under 47 C.F.R. § 24.203 or § 27.14(o) in respect of the FCC Licenses subject to those rules that have become due will have been satisfied in full and on a timely basis, and certification of such buildout, coverage and substantial service will have been made to the FCC.

Section 5.4 Compliance with Laws. As of the Closing, neither Shentel nor any Affiliate thereof will be in conflict with, or in default or violation of, in any material respect, any Laws applicable to the FCC Licenses. Neither Shentel nor any Affiliate thereof has received notice of any formal or informal complaint or order filed against Shentel or any Affiliate thereof alleging any material non-compliance by Shentel or any Affiliate thereof with respect to any such Laws, in each case to the extent applicable to the operation of the FCC Licenses.

Section 5.5 Shentel Entities. Except as set forth in Section 5.5 of the Shentel Disclosure Schedule, as of the Effective Time, Parent, directly or indirectly, will beneficially own all of the outstanding equity interests of each Shentel Entity.

Section 5.6 Litigation. There are no civil, criminal or administrative claims, actions, suits, demands, arbitrations, Proceedings or investigations pending or, to the Knowledge of Shentel, threatened against Shentel or any Affiliate thereof that seeks to enjoin this Agreement or the Transactions or otherwise prevent Shentel from performing its obligations under this Agreement or the other Transaction Documents or consummating the Transactions. There is no judgment, decree, injunction, rule, order, writ, decree or award of any court, Governmental Entity, arbitrator or other governmental or regulatory official, body or authority outstanding against Shentel or any Affiliate thereof, and there are no unsatisfied judgments against Shentel or any Affiliates thereof, in each case that would have a material adverse effect on Shentel's ability to consummate the Transactions.

Section 5.7 Agreements, Contracts and Commitments.

(a) The Customer Agreements for Individual Customers generally conform to the standard terms and conditions contained in nTelos's "form customer agreement" for Individual Customers, a copy of which has been provided to Sprint, except for variations to such standard terms and conditions that are not, individually or in the aggregate, material to the nTelos Business.

(b) As of the Closing, each Customer Agreement and each Other nTelos Spectrum Lease (other than any Other nTelos Spectrum Lease that is terminated or expired as of the Closing) will be a valid, binding and enforceable obligation of nTelos or its applicable Affiliate, and, to the Knowledge of Shentel, each other party thereto, in each case, in accordance with the terms of such Customer Agreement or Other nTelos Spectrum Lease, except where the failure to be so valid, binding and enforceable would not, in the aggregate, be material to the nTelos Business, and subject to the effect of any applicable Laws, including bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) As of the Closing, nTelos or its applicable Affiliate will not be nor, to the Knowledge of Shentel, will any other party to a Customer Agreement or an Other nTelos Spectrum Lease (other than any Other nTelos Spectrum Lease that is terminated or expired as of the Closing) be, in default or breach of such Customer Agreement or Other nTelos Spectrum Lease, except for past due amounts or other breaches that are not, individually or in the aggregate, material to the nTelos Business after taking into account the allowance for doubtful accounts in nTelos's publicly-filed consolidated financial statements, including the footnotes thereto.

(d) Except for the Required Consent Contracts or as otherwise disclosed in Section 5.7(d) of the Shentel Disclosure Schedule, neither the execution, delivery and performance by Shentel of the Transaction Documents to which it is or shall be a party, nor the consummation of the Transactions to which it is a party, will constitute, with or without the giving of notice or passage of time or both, a material breach, violation or default by it, create a Lien, or give rise to any right of termination, modification, cancellation, prepayment, acceleration or recapture, or a material loss of rights, under any of the Customer Agreements or any Other nTelos Spectrum Lease (other than any Other nTelos Spectrum Lease that is terminated or expired as of the Closing).

Section 5.8 Brokers. Shentel has not employed any broker, finder or investment banker or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the Transactions other than Moelis & Company LLC, whose fees are the responsibility of Shentel.

ARTICLE VI

COVENANTS AND AGREEMENTS

Section 6.1 Covenants and Agreements.

(a) Except as may be otherwise permitted by this Agreement, each of the Parties shall use its respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Transactions, including (i) obtaining all necessary Consents from Governmental Entities and the making of all necessary registrations and filings and the taking of all reasonable steps as may be necessary to obtain any necessary Consent from, or to avoid a Proceeding by, any Governmental Entity (including under the HSR Act and the FCC Rules) and (ii) executing and delivering any additional instruments necessary to consummate the Transactions and to fully carry out the purposes of this Agreement. To the extent not prohibited by applicable Law or any Governmental Entity, upon the terms and subject to the conditions set forth in this Agreement, each Party shall keep the other Party reasonably apprised of the status of matters relating to the completion of the Transactions and shall work cooperatively with the other in connection with obtaining all required Consents of any Governmental Entity, including (A) promptly notifying the other of, and, if in writing, furnishing the other with copies of (or, in the case of material oral communications, advising the other orally of) any material communications from or with any Governmental Entity with respect to any of the Transactions, (B) permitting the other Party to review and discuss in advance, and considering in good faith the views of the other in connection with, any proposed written (or any material proposed oral) communication with any such Governmental Entity, (C) promptly notifying the other Party of any meeting with any such Governmental Entity, (D) furnishing the other Party with copies of all substantive correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and any such Governmental Entity with respect to this Agreement, and (E) cooperating with the other to furnish the other Party with such necessary information and reasonable assistance as the other Party may reasonably request in connection with the Parties' mutual cooperation in preparing any necessary filings or submissions of information to any such Governmental Entity.

(b) Subject to the terms and conditions herein provided and without limiting the foregoing, each of the Parties shall (i) within fifteen (15) days of the date hereof, make their respective filings and thereafter make any other required submissions under the HSR Act, (ii) within fifteen (15) days (which will be extended as necessary to comply with the procedural requirements of Section 6.1(a) hereof) of the date hereof, file all such applications (the "FCC Applications") as are required to be filed with the FCC to obtain the FCC's approval for the Transactions and respond as promptly as practicable to any additional requests for information received from the FCC by any Person to an FCC Application, and (iii) promptly following the filing of the FCC Applications, file all such applications as are required to be filed with any PUC to obtain the PUC's approval for the Transactions and respond as promptly as practicable to any additional requests for information received from the PUC by any Person to an FCC Application. Each of the Parties shall use its respective commercially reasonable efforts to cooperate with each other in (x) determining whether any filings are required to be made with, or consents, permits, authorizations or approvals are required to be obtained from, any third parties or other Governmental Entities in connection with the execution and delivery of this Agreement and the consummation of the Transactions, (y) timely making all such filings and timely seeking all such consents, permits, authorizations or approvals, and (z) taking all such reasonable action as may be necessary to resolve such objections, if any, as the FCC, the Federal Trade Commission, the Antitrust Division of the Department of Justice, state antitrust enforcement authorities or competition authorities of any other jurisdiction or any other person may assert under relevant FCC, antitrust or competition laws with respect to the Transactions; provided, however, that except as provided in Section 6.1(d), nothing in this Agreement shall require, or be construed to require, Shentel or Sprint to proffer, agree or consent to (A) sell, divest, lease, license, transfer, dispose of or otherwise encumber or hold separate, whether before or after the Closing Date, any of its respective assets, properties, licenses, permits, operations, rights, product lines, businesses or interest therein or (B) any changes (including through a licensing arrangement), restriction or condition on, or other impairment of any of its respective ability to own or operate any assets, properties, licenses, operations, rights, product lines, businesses or interests therein (in each case, a "Regulatory Condition"), unless such Regulatory Condition would not, individually or in the aggregate, materially adversely affect such Party's existing or projected business in the nTelos Footprint (in any such case, an "Adverse Regulatory Condition"). In addition, nothing in this Agreement shall require Shentel or any of its Affiliates to initiate any suit, action or Proceeding against any party to the Merger Agreement.

(c) In the event any Proceeding by any Governmental Entity or other Person is commenced that challenges the validity or legality of this Agreement or seeks damages or conditions in connection therewith, except as otherwise permitted by this Agreement or necessary to avoid violation of applicable Law, the Parties agree to cooperate with each other and take such commercially reasonable actions to attempt to satisfy the conditions to Closing set forth in Sections 7.1(a), 7.1(b), 7.2(a) and 7.2(b).

(d) The Parties agree that a Regulatory Condition that requires Sprint or any of its Affiliates to sell, divest, lease, license, transfer, dispose of or otherwise encumber or hold separate or that imposes a change, restriction or condition on, or other impairment of, any of the spectrum set forth on Schedule 6.1(d)-1 hereto shall not constitute an Adverse Regulatory Condition under this Agreement. If any Governmental Entity imposes a Regulatory Condition on Sprint or any of its Affiliates that requires the sale, divestiture, sublease, license, transfer or disposition of any spectrum, then Sprint shall first sell, divest, sublease, license, transfer or otherwise dispose of the spectrum set forth on Schedule 6.1(d)-2 hereto, but only to the extent necessary to obtain all required Consents of the FCC or other Governmental Entities. If such disposal of the spectrum set forth on Schedule 6.1(d)-2 hereto is not sufficient to obtain all required Consents of the FCC or other Governmental Entities, Sprint shall then sell, divest, sublease, license, transfer or dispose of the other spectrum set forth on Schedule 6.1(d)-1 hereto, but only to the extent necessary to obtain all required Consents of the FCC or other Governmental Entities; provided, however, that if such sale, divestiture, sublease, license, transfer or disposition pursuant to a Regulatory Condition is of the spectrum set forth on Schedule 6.1(d)-3 hereto, then Shentel shall reimburse Sprint fifty percent (50%) of all Losses incurred or suffered by Sprint or its Affiliates arising out of such Regulatory Condition, including without limitation (i) fifty percent (50%) of the amount of any sales, divestitures, leases, licenses, transfers or other dispositions of such spectrum that is below the value ascribed to such spectrum in that certain Side Letter Regarding Valuation delivered by Sprint and accepted by Shentel as of the date hereof, and (ii) fifty percent (50%) of all other reasonable and documented out-of-pocket costs and expenses incurred in connection with compliance with such Regulatory Condition of the sale, divestiture, sublease, license, transfer or disposition of the spectrum in Schedule 6.1(d)-3, including without limitation (x) early termination fees and (y) reasonable and documented fees and expenses of attorneys, accountants, engineers and valuation experts; provided, further, that the amount of reimbursement by Shentel pursuant to this Section 6.1(d) shall not exceed Seven Million Five Hundred Thousand ($7,500,000). In the event of a reimbursement required by this Section 6.1(d), Sprint shall provide Shentel with invoices and other reasonable documentation in support of its Losses.

(e) If any Governmental Entity imposes an Adverse Regulatory Condition on Sprint or any of its Affiliates, then such Adverse Regulatory Condition shall be subject to Sections 7.2(a) and (b).

Section 6.2 Other Commercial Arrangements. The Monthly Retainage Reductions are in consideration for the following items:

(a) Modification of Shentel Affiliate Agreements. Contemporaneously herewith, the Parties shall execute and deliver to each other that certain addendum to the Shentel Affiliate Agreements (the "Shentel Affiliate Addendum"), which includes, but is not limited to, the following:

(i) an expansion of the Shentel Service Area (as defined in the Shentel Affiliate Agreements) to include the nTelos Expansion Area (as defined in the Shentel Affiliate Agreements);

(ii) the network build-out requirements outlined in Exhibits B and C of the Shentel Affiliate Addendum;

(iii) modifications to the Net Service Fee; and

(iv) a five-year extension of the term of the Shentel Affiliate Agreements.

(b) Spectrum Transfer.

(i) At the Closing, Shentel shall cause, or shall have caused, nTelos and its Affiliates to assign, transfer, deliver and convey to Sprint, all of its right, title and interest in and to the FCC Licenses, as of the Effective Time, pursuant to assignment documentation in substantially the form attached hereto as Exhibit A (the "Spectrum Assignment Documentation"). Such FCC Licenses shall be free and clear of all Liens.

(ii) At the Closing, Sprint will assume from Shentel, as of the Closing Date, the payment, discharge and performance of all liabilities and obligations relating to periods after the Closing Date under or with respect to the FCC Licenses, including, without limitation, any liabilities and obligations relating to periods after the Closing Date based on any Law, FCC Rule or applicable state regulatory commission or any other Governmental Entity to which the FCC Licenses are subject (the "Spectrum Assumed Liabilities"), pursuant to the Spectrum Assignment Documentation.

(c) Customer Transfer.

(i) Pursuant to an assignment and assumption agreement, substantially in the form attached hereto as Exhibit B (the "Assignment and Assumption Agreement" and, together with the Spectrum Assignment Documentation, the "Assignment Documentation"), at the Closing, Shentel will, and will cause its applicable Affiliates to, assign, transfer, deliver and convey to Sprint, free and clear of all Liens, and Sprint will acquire all right, title and interest of Shentel and its applicable Affiliates, as of the Effective Time, in and to, the following: except with respect to the Excluded Contracts, (A) Shentel's customer relationship (including any applicable Affiliate's customer relationship) with (1) all individual subscribers (I) whose contracts for service are with nTelos or any Affiliate of nTelos; (II) who are directly liable under such contracts; and (III) who are Homed to the nTelos Footprint, including the Former nTelos Retail Customers (the "Individual Customers"), and (2) any enterprise or public sector subscriber located in the nTelos Footprint whose contracts for service are with nTelos or any Affiliate of nTelos (each, an "Enterprise Customer," and, together with the Individual Customers, the "Customers"), (B) all written agreements with Individual Customers and the Enterprise Customers (the "Enterprise Customer Agreements" and, together with the written agreements with the Individual Customers, the "Customer Agreements"), (C) any interest of Shentel or its Affiliates in the NPA-NXXs associated with the Customers, including without limitation any unused NPA-NXX blocks for the nTelos Business, (D) any interest of Shentel or its Affiliates in the Mobile Block Identifier, Transmitted System Identifier and System Identifier/Billing Identifier information (I) associated with the Customers or (II) used by nTelos or any of its Affiliates to provide roaming services and roaming settlements for the nTelos Business, (E) the right of Shentel or its Affiliates to receive payments from such Customers pursuant to any such Customer Agreements for service rendered on and after the Effective Time, (F) all claims, deposits, prepayments, prepaid assets, accruals in respect of loyalty reward points, refunds, causes of action, rights of recovery, rights of setoff and rights of recoupment with respect to Customers, and (G) copies of all information and data compiled by nTelos or its Affiliates' customer service center(s) from and after January 1, 2014, excluding Customer invoices and other immaterial information and data, to the extent available electronically to nTelos's customer service representatives and able to be transferred to Sprint under applicable Law, with respect to Customers.

(ii) Pursuant to the Assignment and Assumption Agreement, at the Closing, Sprint will assume from Shentel or its applicable Affiliates, as of the Effective Time, the payment, discharge and performance of all liabilities and obligations relating to periods after the Effective Time under the Customer Agreements (collectively, the "Customer Assumed Liabilities" and, together with the Spectrum Assumed Liabilities, the "Assumed Liabilities").

(iii) Except as otherwise expressly set forth in Sections 6.2(b) and (c), Sprint shall not assume or undertake in any way to perform, pay, satisfy or discharge any liability or obligation of Shentel of any nature whatsoever, whether known or unknown, determined or undetermined, liquidated or unliquidated, direct or indirect, contingent or accrued, matured or unmatured other than the Assumed Liabilities, including without limitation any liabilities or obligations (A) in connection with device insurance of any Customer relating to periods prior to or as of the migration of such Customer to the Sprint billing platform pursuant to the Retail Customer Transition Services Agreement, (B) relating to periods prior to or as of the Effective Time arising out of (I) any Law to which the FCC Licenses, or the Customer Agreements are subject or (II) the Customer relationship or any Customer Agreement, or (C) any of the Excluded Contracts (collectively, the "Excluded Liabilities"). Shentel shall pay, perform and discharge when due all Excluded Liabilities.

(iv) As promptly as reasonably practicable (and, in any event, not more than thirty (30) days) following the date hereof, Shentel shall cause (subject to such procedures as may be reasonably requested by nTelos) correct and complete copies of the Enterprise Customer Agreements in nTelos's possession to be made available, in written or electronic form (the date such Enterprise Customer Agreements are first made available being referred to as the "Review Date"), for Sprint's review to determine whether such Enterprise Customer Agreements constitute Restrictive Contracts. As promptly as reasonably practicable thereafter, Shentel shall deliver to Sprint a list that is complete and accurate in all material respects of the Enterprise Customer Agreements that require the consent of the applicable Customers to be assigned to Sprint (a "Required Consent Contract"). Shentel shall use its commercially reasonable efforts to obtain the consent of the applicable Customer under such Required Consent Contract. If the applicable Customer's consent under such Required Consent Contract is not obtained prior to the Closing, such Required Consent Contract shall not be assigned to Sprint and shall be retained by Shentel or its applicable Affiliate (each, a "Retained Consent Contract").

(v) With respect to any Enterprise Customer Agreement that (A) contains most-favored nation pricing or contains terms that would impact most favored nation pricing under any of Sprint's (or any of its Affiliates') other contracts or agreements, (B) limits or restricts Sprint in any material respect from (I) engaging or competing with any Person in any material activity or material line of business, (II) competing with any Person or operating in any location or (III) obtaining products or services from or providing products or services to any Person, (C) includes any material exclusive dealing arrangement or any other material arrangement that grants any material right of first refusal or material right of first offer or similar material right or that limits or purports to limit in any material respect the ability of Sprint to own, operate, sell, transfer, pledge or otherwise dispose of any material assets or business, (D) contains any restrictions of financing, borrowing or the issuance or offering of any debt or equity securities of Sprint, (E) would otherwise materially impact the ongoing business of Sprint or any of its Affiliates or (F) has not been provided by Shentel to Sprint for review (each a "Restrictive Contract"), Sprint may, subject to Section 6.2(c)(vi), reject any such Restrictive Contract. Sprint will, by written notice to Shentel within sixty (60) days after the Review Date, provide a list of all Enterprise Customer Agreements it will acquire from Shentel, it being understood and agreed that (y) Sprint may only reject Restrictive Contracts and (z) any Enterprise Customer Agreement that has not been provided by Shentel to Sprint for review shall automatically be deemed to be a rejected Restrictive Contract. Each Enterprise Customer Agreement that is not included on such list is referred to herein as a "Rejected Contract" and, together with each Retained Consent Contract, the "Excluded Contracts".

(vi) Between the date hereof and the Closing, Shentel may hold discussions with any Customer who is a party to a Restrictive Contract for the purpose of making amendments or modifications thereto as are necessary so that such Customer Agreement ceases to constitute a Restrictive Contract, in which case such Customer Agreement shall be assigned to Sprint in accordance with Section 6.2(c)(i) and shall not be an Excluded Contract.

(vii) Notwithstanding any other provision in this Agreement to the contrary, Shentel or its applicable Affiliate shall retain all right, title and interests in and to, and all obligations and liabilities with respect to, all Excluded Contracts (including, without limitation, all equipment, services and other receivables related thereto).

(viii) The Parties acknowledge and agree that, notwithstanding anything herein to the contrary, (A) the Former nTelos Retail Customers shall be converted into Sprint retail subscribers and shall not be governed by the Shentel Affiliate Agreements, and (B) the Parties will cooperate with each other and use commercially reasonable efforts to develop a plan for the handling of the retail and network assets located in the markets of the Former nTelos Retail Customers, but such plan will not include Sprint assuming any liabilities or obligations related to such retail or network assets or any responsibility for shut down or decommissioning costs.

(ix) The Parties acknowledge and agree that Sprint and its Affiliates currently have postpaid and prepaid subscribers Homed to the Former nTelos Service Area ("Sprint/nTelos Subscribers"). As of the Effective Time, the Sprint/nTelos Subscribers shall be deemed to be either "Customers" or "Prepaid Subscribers" pursuant to the Shentel Affiliate Agreements and fees and credits relating to the Sprint/nTelos Subscribers shall be settled as set forth in Section 15 of the Shentel Affiliate Addendum.

(d) Termination of the Amended and Restated Resale Agreement. At the Closing, the Parties shall execute and deliver to each other a termination agreement in substantially the form attached hereto as Exhibit C (the "Termination Agreement"), which Termination of Amended and Restated Resale Agreement shall terminate the Amended and Restated Resale Agreement.

(e) Retail Customer Transition Services Agreement. The Parties shall use their commercially reasonable efforts to execute and deliver to each other a customer transition services agreement (the "Retail Customer Transition Services Agreement") within sixty (60) days of the date hereof.

(f) Retail Stores Transfer Agreement. Contemporaneously herewith, the Parties shall execute and deliver (or shall cause the execution and delivery of) that certain Retail Stores Transfer Agreement providing for the transfer of Sprint's retail stores and related assets and employees in the Former nTelos Service Area (the "Retail Stores Transfer Agreement").

(g) Intercarrier Roamer Service Agreement. At or prior to Closing, the Parties shall amend the Intercarrier Roamer Service Agreement to (i) provide that any Sprint customer usage in the Former nTelos Service Area will be settled under the Management Agreement and (ii) terminate the Intercarrier Roamer Service Agreement effective as of the date when the migration of the Former nTelos Customers to the Sprint billing platform transition under the Retail Customer Transition Services Agreement is complete.

(h) Termination of Agreements. Promptly following the Closing, Shentel shall take the actions described in Schedule 6.2(h) with respect to the termination of the agreements set forth therein.

Section 6.3 Notice of Certain Events. Each of the Parties shall use commercially reasonable efforts to refrain from taking any action that would render any representation or warranty contained in this Agreement inaccurate in any material respect immediately prior to the Closing. Each Party shall promptly notify the other in writing (i) of any Proceeding that shall be instituted or threatened against such Party to restrain, prohibit or otherwise challenge the legality of any Transactions, (ii) of any development causing any of the representations and warranties of such Party in Articles IV or V above, as applicable, to be untrue in any material respect or (iii) of any Proceeding that may be threatened, brought, asserted or commenced against such Party which would have been required to have been disclosed if such Proceeding had arisen prior to the date hereof. No disclosure by either Party pursuant to this Section 6.3, however, shall be deemed to amend or supplement this Agreement or to prevent or cure any misrepresentation, breach of warranty or breach of covenant herein.

Section 6.4 Confidentiality. All non-public information, written or oral, provided by one Party (or its Affiliates) to any other Party (or its Affiliates) under this Agreement, whether in connection with the defense of a claim or otherwise, shall be kept confidential by the receiving Party and its Affiliates, and shall not be used or disclosed by the receiving Party or its Affiliates except to the extent required in connection with the performance of the receiving Party's obligations under this Agreement or as required by Law, and then only after the disclosing Party has provided the receiving Party with a reasonable opportunity to seek confidential treatment, a protective order or other limitation on such disclosure. This provision shall survive the Closing or termination of this Agreement by two (2) years. The foregoing provisions of this Section 6.4 are in addition to those in the Agreement for Mutual Use and Nondisclosure of Proprietary Information, effective as of September 23, 2014, by and between Sprint Spectrum L.P. and Shentel.

Section 6.5 Further Assurances. Each Party shall forthwith upon request execute and deliver such documents and take such commercially reasonable actions as may reasonably be requested by the other Party in order to effectuate the purposes of this Agreement.

Section 6.6 Updated Schedules. Not less than five (5) Business Days prior to the Closing Date, and solely for the purpose of rendering its representations and warranties in Article V true and correct on and as of the Closing Date, Shentel shall supplement, amend or correct in writing the Shentel Disclosure Schedule (the "Updated Schedules").

Section 6.7 Due Diligence; Access to Employees. Shentel will, and will use its commercially reasonable efforts to cause nTelos to, permit Sprint and its employees and representatives, in a reasonable manner during normal business hours and upon prior notice, reasonable access to, and make available for inspection, all of the assets of Shentel and nTelos related to the operations in the Former nTelos Service Area, as well as Shentel's and nTelos's key employees and suppliers, and furnish Sprint copies of all documents, books, records and information with respect to the affairs of Shentel and nTelos related to the operations in the Former nTelos Service Area, in each case as Sprint and its representatives may reasonably request in connection with the performance of this Agreement, including, without limitation, such access and information related to the post-Closing (i) integration of the Parties' billing, IT and other systems, (ii) transition of the Former nTelos Affiliate Customers to Converted nTelos Affiliate Subscribers and (iii) transition of the Former nTelos Retail Customers to Converted nTelos Retail Subscribers.

Section 6.8 Equipment Receivables.

(a) At the Closing, Shentel shall, and shall cause its applicable Affiliates to, sell, assign, transfer, convey and deliver to Sprint, free and clear of all Liens, and Sprint shall purchase from Shentel, all of Shentel's and its Affiliates' right, title and interest in, as of the Effective Time, the billed and unbilled equipment receivables arising from any equipment installation agreement that is a Customer Agreement (excluding any Excluded Contract) (the "Equipment Receivables"). As soon as reasonably practicable after the Closing Date, Shentel shall prepare and deliver to Sprint a statement setting forth the gross amount of the Equipment Receivables (the "Original Equipment Receivables Amount"). At the Closing (and during the post-Closing period that the Customers are being transitioned to the Sprint billing platform), Shentel shall also pay to Sprint a cash amount equal to the full value of all unreturned customer deposits, if any, collected in connection with the Customer Agreements (excluding any Excluded Contracts). Sprint will not make at Closing, or be required to make at Closing, any initial payment to Shentel in connection with Sprint's purchase of the Equipment Receivables.

(b) As consideration for the Equipment Receivables, Sprint shall pay to Shentel an amount (the "Sprint Equipment Receivables Payment") equal to the product of (i) the Original Equipment Receivables Amount times (ii) 70%. The Sprint Equipment Receivables Payment shall be payable over twenty-four (24) months (the "Equipment Receivables Payment Period") in equal, monthly installments, the first payment of which shall be due within ten (10) days after the completion of the migration of the Customers to the Sprint billing platform. Each subsequent payment shall be due and payable on the first Monday of each calendar month during the Equipment Receivables Payment Period.

(c) Sprint shall, within fifteen (15) days following the first anniversary of the completion of the migration of the Customers to the Sprint billing platform (the "First-Year True-Up Date"), deliver to Shentel a report (the "First-Year Equipment Receivables Calculation") setting forth the gross amount of the Equipment Receivables actually collected by Sprint from Customers during the first twelve (12) months of the Equipment Receivables Payment Period (the "First-Year Collected Amount"). The First-Year Equipment Receivables Calculation shall include reasonable supporting documentation used by Sprint in the preparation of the First-Year Equipment Receivables Calculation. Shentel shall have the right, during the fifteen (15) days following its receipt of the First-Year Equipment Receivables Calculation and at its sole cost and expense, to audit, or to cause its employees or representatives to audit, Sprint's books, records and other documents (including computer files) as necessary to verify the number of the First-Year Equipment Receivables Amount. Shentel shall give Sprint reasonable notice of such audit, and Sprint shall reasonably cooperate with Shentel in conducting such audit. Such audit shall be subject to the confidentiality provisions set forth in Section 6.4 of this Agreement, and shall be conducted in compliance with Sprint's privacy and corporate data security policies and applicable Law. In the event that Shentel disputes the First-Year Equipment Receivables Amount, the Parties shall negotiate in good faith to resolve any such dispute as promptly as reasonably practicable.

(d) If the First-Year Collected Amount is:

(i) less than 47.5% of the Sprint Equipment Receivables Payment (the "First-Year Target Amount"), then, within five (5) Business Days after the First-Year Collected Amount is determined in accordance with Section 6.8(c), Shentel shall pay Sprint a one-time payment, in immediately available funds, without interest, equal to the First-Year Target Amount minus the First-Year Collected Amount (the "First-Year Deficit True-Up Amount"). As an example, if the Sprint Equipment Receivables Payment equals $15,750,000, then the First-Year Target Amount would be $7,481,250. If, on the First-Year True-Up Date, the First-Year Collected Amount equals $7,000,000, then Shentel would pay Sprint a First-Year Deficit True-Up Amount equal to $481,250; or

(ii) more than the First-Year Target Amount, then, within five (5) Business Days after the First-Year Collected Amount is determined in accordance with Section 6.8(c), Sprint shall pay Shentel a one-time payment, in immediately available funds, without interest, equal to the First-Year Collected Amount minus the First-Year Target Amount (the "First-Year Surplus True-Up Amount"). As an example, if the Sprint Equipment Receivables Payment equals $15,750,000, then the First-Year Target Amount would be $7,481,250. If, on the First-Year True-Up Date, the First-Year Collected Amount equals $7,500,000, then Sprint would pay Shentel a First-Year Surplus True-Up Amount equal to $18,750.

(e) During the Equipment Receivables Payment Period, Sprint shall use its commercially reasonable efforts consistent with its customary practices in the ordinary course of business, consistent with past practice, to collect the Equipment Receivables. Sprint shall, within thirty (30) days following the end of the Equipment Receivables Payment Period, deliver to Shentel a report (the "Final Equipment Receivables Calculation") setting forth the gross amount of the Equipment Receivables actually collected by Sprint from Customers during the Equipment Receivables Payment Period (the "Final Equipment Receivables Amount"). The Final Equipment Receivables Calculation shall include reasonable supporting documentation used by Sprint in the preparation of the Final Equipment Receivables Calculation. Shentel shall have the right, during the fifteen (15) days following its receipt of the Final Equipment Receivables

Calculation and at its sole cost and expense, to audit, or to cause its employees or representatives to audit, Sprint's books, records and other documents (including computer files) as necessary to verify the number of the Final Equipment Receivables Amount. Shentel shall give Sprint reasonable notice of such audit, and Sprint shall reasonably cooperate with Shentel in conducting such audit. Such audit shall be subject to the confidentiality provisions set forth in Section 6.4 of this Agreement, and shall be conducted in compliance with Sprint's privacy and corporate data security policies and applicable Law. In the event that Shentel disputes the Final Equipment Receivables Amount, the Parties shall negotiate in good faith to resolve any such dispute as promptly as reasonably practicable.

(f) After the Final Equipment Receivables Amount has been finally determined pursuant to Section 6.8(e), the Parties shall reconcile the payments made hereunder for the Equipment Receivables as follows:

(i) if (x) the Final Equipment Receivables Amount, (y) minus the Sprint Equipment Receivables Payment and (z) plus the First-Year Deficit True-Up Amount or minus the First-Year Surplus True-Up Amount, as applicable, is a negative number, then Shentel shall, within five (5) Business Days after the final determination of the Final Equipment Receivables Amount, pay the absolute value of such amount to Sprint in immediately available funds, without interest. As an example, if the Sprint Equipment Receivables Payment equals $15,750,000, then the First-Year Target Amount would be $7,481,250. If, on the First-Year True-Up Date, the First-Year Collected Amount equals $7,000,000, then Shentel would pay Sprint a First-Year Deficit True-Up Amount equal to $481,250. If the Final Equipment Receivables Amount was $15,000,000, Shentel would pay Sprint a final amount equal to $268,750; and

(ii) if (x) the Final Equipment Receivables Amount, (y) minus the Sprint Equipment Receivables Payment and (z) plus the First-Year Deficit True-Up Amount or minus the First-Year Surplus True-Up Amount, as applicable, is a positive number, then Sprint shall, within five (5) Business Days after the final determination of the Final Equipment Receivables Amount, pay the absolute value of such amount to Shentel in immediately available funds, without interest. As an example, if the Sprint Equipment Receivables Payment equals $15,750,000, then the First-Year Target Amount would be $7,481,250. If, on the First-Year True-Up Date, the First-Year Collected Amount equals $7,500,000, then Sprint would pay Shentel a First-Year Surplus True-Up Amount equal to $18,750. If the Final Equipment Receivables Amount was $16,000,000, Sprint would pay Shentel a final amount equal to $231,250.

(g) For the avoidance of doubt, this Agreement provides for the outright sale and transfer of ownership of the Equipment Receivables to Sprint. From and after the Closing, Shentel will have no right to any payments collected by Sprint relating to the Equipment Receivables (other than as provided in Sections 6.8(d) and 6.8(f)) or to contact the migrated Customers for any matter relating to the Equipment Receivables. If Shentel or any of its Affiliates receives or collects any funds constituting Equipment

Receivables, Shentel or such Affiliate shall promptly remit such funds to Sprint, it being understood, however, that Shentel makes no representation, warranty or guaranty as to collectability of the Equipment Receivables. Sprint shall be solely responsible for all costs and expenses, legal or otherwise, associated with administering, collecting and asserting rights to the Equipment Receivables.

Section 6.9 Amendment of Certain Agreements. Sprint shall use commercially reasonable efforts to take the actions described in Schedule 6.9.

Section 6.10 Lease Assignment and Termination. At the Closing, (a) the Parties shall terminate (or cause the termination of) each of the nTelos-Sprint Spectrum Leases and (b) upon Sprint's request, Shentel shall, subject to obtaining any required consents of applicable counterparties thereto, assign (or cause the assignment of) any requested Other nTelos Spectrum Leases (other than any Other nTelos Spectrum Lease that is terminated or expired as of the Closing) to Sprint or an Affiliate of Sprint. If any such required consents are not obtained, the associated Other nTelos Spectrum Leases shall not be assigned and transferred to Sprint at the Closing and shall be retained by Shentel or its applicable Affiliate. At or prior to Closing, Shentel shall, or Shentel shall cause an Affiliate of Shentel to, terminate the Intra-Company Lease.

Section 6.11 Migration Plan. The Parties shall use their commercially reasonable efforts to develop, within sixty (60) days of the date hereof, a plan for the migration of the Customers to the Sprint billing platform (the "Migration Plan"). The Parties shall use their commercially reasonable efforts to implement the planning activities outlined in Schedule 6.11 between the date hereof and the finalization of the Migration Plan, so long as such planning activities are allowed under applicable Law. The Parties shall use their commercially reasonable efforts to migrate the Customers to the Sprint billing platform pursuant to the Migration Plan and the Retail Customer Transition Services Agreement within the later of (i) one hundred eighty (180) days after the date hereof or (ii) ninety (90) days after the Closing.

Section 6.12 Services Receivables.

(a) Shentel shall be entitled to receive all receivables for services rendered under the Customer Agreements (the "Services Receivables") for all periods prior to the Effective Time (the "Pre-Closing Services Receivables"). If Sprint or any of its Affiliates receives or collects any funds constituting Pre-Closing Services Receivables, Sprint or such Affiliate shall promptly remit such funds to Shentel.

(b) Subject to Section 6.2(c)(vii), the Services Receivables for all periods after the Effective Time shall be governed by the Shentel Affiliate Agreements.

ARTICLE VII

CONDITIONS TO CLOSING

Section 7.1 Conditions to the Obligations of Shentel. Shentel's obligation to consummate the Transactions is subject to the satisfaction or waiver on or prior to the Closing Date of each of the following conditions:

(a) All FCC Consents shall have been obtained by Final Order, shall be in full force and effect and shall be free of any Adverse Regulatory Condition affecting Shentel or any of its Affiliates.

(b) The termination or expiration of the waiting period (and any extension thereof) applicable to the Transaction under the HSR Act shall have occurred and all material Consents (other than the FCC Consents) necessary to be obtained from any Governmental Entity in order to effect the transactions specified in Article VI of this Agreement shall have been obtained, shall be in full force and effect and shall be free of any Adverse Regulatory Condition affecting Shentel or any of its Affiliates.

(c) The representations and warranties of Sprint contained herein shall be true and correct in all material respects as of the Closing as if made as of the Closing Date, and Shentel shall have received a certificate to such effect dated as of the Closing Date and executed by a duly authorized officer of Sprint.

(d) No Proceeding (except for any Proceeding relating to FCC matters, which shall be governed solely by the condition set forth in Section 7.1(a)) shall have been instituted by any Governmental Entity to restrain or prohibit or otherwise challenge the legality or validity of the Transactions.

(e) The covenants and agreements of Sprint to be performed on or prior to the Closing under this Agreement shall have been duly performed and complied with in all material respects, and Shentel shall have received a certificate to such effect dated the Closing Date and executed by a duly authorized officer of Sprint.

(f) The Merger shall have become effective.

(g) Sprint shall have executed and delivered the following Transaction Documents to Shentel: (i) the Assignment Documentation and (ii) the Termination Agreement.

Section 7.2 Conditions to the Obligations of Sprint. Sprint's obligation to consummate the Transactions is subject to the satisfaction or waiver on or prior to the Closing Date of each of the following conditions:

(a) All FCC Consents shall have been obtained by Final Order, shall be in full force and effect and shall be free of any Adverse Regulatory Condition affecting Sprint or any of its Affiliates.

(b) The termination or expiration of the waiting period (and any extension thereof) applicable to the Transaction under the HSR Act shall have occurred and all material Consents (other than the FCC Consents) necessary to be obtained from any Governmental Entity to effect the transactions specified in Article VI of this Agreement shall have been obtained, shall be in full force and effect and shall be free of any Adverse Regulatory Condition affecting Sprint or any of its Affiliates.

(c) The representations and warranties of Shentel contained herein shall be true and correct in all material respects as of the Closing as if made as of the Closing Date (determined without regard to the Updated Schedules), and Sprint shall have received a certificate to such effect dated the Closing Date and executed by a duly authorized officer of Shentel.

(d) No Proceeding (except for any action, suit, investigation or Proceeding relating to FCC matters, which shall be governed solely by the condition set forth in Section 7.2(a)) shall have been instituted by any Governmental Entity to restrain or prohibit or otherwise challenge the legality or validity of the Transactions.

(e) The covenants and agreements of Shentel to be performed on or prior to the Closing under this Agreement shall have been duly performed and complied with in all material respects, and Sprint shall have received a certificate to such effect dated the Closing Date and executed by a duly authorized officer of Shentel.

(f) The Merger shall have become effective.

(g) Shentel shall have executed and delivered the following Transaction Documents to Sprint: (i) the Assignment Documentation and (ii) the Termination Agreement.

ARTICLE VIII

TERMINATION

Section 8.1 Termination. This Agreement may be terminated, and the Transactions abandoned, without further obligation of any Party except as set forth herein, at any time prior to the Closing Date:

(a) by mutual written consent of the Parties;

(b) by either Party (provided that such Party is not otherwise in material breach) if the other Party has materially breached a representation, warranty, covenant or agreement set forth herein, and the breaching Party fails to cure such breach within sixty (60) days of written notice thereof; provided, however, that if the breaching Party diligently attempts to cure such breach during the sixty (60) day time period but fails to do so, such period will be automatically extended for an additional thirty (30) days;

(c) by either Party upon written notice to the other Party, upon the other Party's failing, or the other Party having filed against it and remaining pending for more than forty-five (45) days, a petition under Title 11 of the United States Code or similar state law provision seeking protection from creditors or the appointment of a trustee, receiver or debtor in possession;

(d) by either Party upon written notice to the other Party if a court of competent jurisdiction or Governmental Entity shall have issued an order, decree or ruling permanently restraining, enjoining or otherwise prohibiting the Transactions, and such order, decree, ruling or other action shall have become final and non-appealable;

(e) by either Party upon written notice to the other Party if the Closing shall not have occurred on or before June 28, 2016, which is the Outside Date as defined in the Merger Agreement as of the date hereof, after giving effect to the extension thereof; provided, however, that the right to terminate this Agreement pursuant to this Section 8.1(e) shall not be available to any Party whose breach of, or failure to fulfill any material obligation under, this Agreement has been the primary cause of, or resulted in, the failure of the Transactions to be consummated on or before such date; and

(f) by either Shentel or Sprint upon prior written notice to the other Party if the Merger Agreement has been terminated.

Section 8.2 Effect of Termination. In the event of a termination of this Agreement, no Party shall have any liability or further obligation to the other Parties to this Agreement, except that (i) nothing herein will relieve a Party from liability for any breach of its representations, warranties or covenants contained in this Agreement, provided, however, that in the absence of a knowing and material breach, the breaching Party shall only be liable to the non-breaching Party for its reasonable and documented out-of-pocket costs and expenses incurred in conducting due diligence related to, negotiating and preparing for the consummation of this Agreement; and (ii) this Article VIII and Articles IX and X hereof shall survive the termination of this Agreement for any reason. Whether or not the Closing occurs, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the Party incurring such expenses.

ARTICLE IX

SURVIVAL AND INDEMNIFICATION

Section 9.1 Survival. The representations and warranties contained in this Agreement shall survive the Closing until eighteen (18) months after the Closing Date and shall expire at such time. The covenants contained in this Agreement shall survive until they are fully performed. All indemnification obligations under this Agreement shall terminate as of the expiration of the survival period set forth in this Section, provided that the applicable survival period shall be extended automatically to include any time period necessary to resolve a claim for indemnification that was made prior to the expiration of such survival period and not resolved prior to such expiration, but any such extension shall apply only as to such claims expressly made in writing prior to such expiration. The right to indemnification, payment of Losses or other remedy based on such representations, warranties, covenants and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or obligation.

Section 9.2 Indemnification by Shentel. Shentel shall indemnify and hold harmless Sprint and its Affiliates, and their respective owners, managers, directors, officers, employees and agents (the "Sprint Indemnified Persons") from and against any and all demands, claims, liabilities, actions or causes of action, assessments, actual damages, fines, taxes (including, without limitation, excise and penalty taxes), losses, penalties, reasonable costs and expenses (including, without limitation, interest, reasonable expenses of investigation, reasonable fees and disbursements of counsel, accountants and other experts, whether such reasonable fees and disbursements of counsel, accountants and other experts relate to claims, actions or causes of action asserted by any Sprint Indemnified Person against Shentel or asserted by third Parties) (collectively "Losses"), incurred or suffered by Sprint or any Sprint Indemnified Person arising out of, in connection with or relating to (i) any material breach of any of the representations or warranties made by Shentel in this Agreement, (ii) any material failure by Shentel to perform any of its covenants or agreements contained in this Agreement, (iii) the matters described on Schedule 9.2, (iv) any material claims by third parties arising out of, in connection with or relating to the ownership or operation of the FCC Licenses prior to the Closing Date or (v) any of the Excluded Liabilities.

Section 9.3 Indemnification by Sprint. Sprint shall indemnify and hold harmless Shentel and its Affiliates, and their respective shareholders, directors, officers, employees and agents (the "Shentel Indemnified Persons") from and against any and all Losses incurred or suffered by Shentel or any Shentel Indemnified Person arising out of, in connection with or relating to (i) any material breach of any of the representations or warranties made by Sprint in this Agreement, (ii) any material failure by Sprint to perform any of its covenants or agreements contained in this Agreement, or (iii) any material claims by third parties arising out of, in connection with or relating to the ownership or operation of the FCC Licenses on or after the Closing Date.

Section 9.4 Remedies. Notwithstanding any provisions of this Article IX to the contrary, each of the Parties acknowledges and agrees that the Transactions are unique and that, prior to and following the Closing, remedies at law, including monetary damages, will be inadequate in the event of a breach by it in the performance of its obligations under this Agreement. Accordingly, the Parties agree that in the event of any such breach, the non-breaching Party shall (subject to any defenses available to the breaching Party other than the possible adequacy of remedies at law) be entitled to a decree of specific performance pursuant to which the breaching Party is ordered to affirmatively carry out its obligations under this Agreement, subject to the conditions of this Agreement. The foregoing shall not be deemed to be or construed as a waiver or election of remedies by the non-breaching Party and the non-breaching Party expressly reserves any and all rights and remedies available to the non-breaching Party at law or in equity in the event of any breach or default by the breaching Party under this Agreement. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction. The Parties acknowledge that in the absence of a waiver, a bond or undertaking may be required by a court and the Parties hereby waive any such requirement of such a bond or undertaking.

ARTICLE X

MISCELLANEOUS

Section 10.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The rights of a Party under this Agreement shall not be assignable by such Party prior to the Closing without the written consent of the other Parties.

Section 10.2 Notices. All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given or made (i) upon delivery if delivered personally (by courier service or otherwise) to the address provided in this Section 10.2, or (ii) if delivered by facsimile transmission to the facsimile number provided in this Section 10.2, when receipt of transmission has been orally confirmed by the receiving Party (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice is to be delivered pursuant to this Section 10.2), in each case to the applicable addresses set forth below (or such other address which either Party hereto may from time to time specify). Any notice of breach shall be prominently labeled as "Notice of Breach of Contract." Any Party from time to time may change its address, facsimile number or other information for the purpose of notices to that Party by giving notice specifying such change to the other Party.

If to Sprint:

Sprint Spectrum L.P.
c/o Sprint Corporation
6200 Sprint Parkway
Overland Park, Kansas 66251
Attention: Vice President – Business Development
Facsimile No.: (913) 523-2785

With a copy to (which shall not constitute notice)

Sprint Spectrum L.P.
c/o Sprint Corporation
6200 Sprint Parkway
Overland Park, Kansas 66251
Attention: Charles R. Wunsch, Esq., General Counsel
Facsimile No.: (913) 523-9802

And a copy to (which shall not constitute notice):

Polsinelli P.C.
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: William W. Mahood, Esq.
Facsimile No.: 816-753-1536

If to Shentel:

Shenandoah Telecommunications Company
500 Shentel Way
Edinburg, VA 22824
Tel: (540) 984-5040
Attention: Earle A. MacKenzie, Executive Vice President and Chief Operating Officer

With a copy to (which shall not constitute notice)

Shenandoah Telecommunications Company
500 Shentel Way
Edinburg, VA 22824
Tel: (540) 984-5040
Attention: Ray Ostroski, Vice President, Legal and General Counsel

And a copy to (which shall not constitute notice):

Hunton & Williams LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219-4074
Tel: (804) 788-7217
Fax: (804) 343-4864
Attention: Jeff Jones and Steven M. Haas

Section 10.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of law principles thereof.

Section 10.4 Entire Agreement; Amendment and Waivers. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Shentel and Sprint, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 10.5 Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 10.6 Invalidity. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability, unless the consummation of the Transactions is adversely affected thereby. Upon such determination that a particular provision or term is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the Transactions are fulfilled to the greatest extent possible.

Section 10.7 Headings. The headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 10.8 Expenses. Whether or not the Transactions are consummated, the Parties shall bear their own respective expenses (including, but not limited to, all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the Transactions.

Section 10.9 Publicity. The Parties hereby agree that except as may be required to comply with the requirements of applicable Law (including the rules and regulations of the Securities and Exchange Commission) or the rules and regulations of any national securities exchange or automated quotation system sponsored by a registered national securities association upon which the securities of one of the Parties or its Affiliates is listed (in either case the disclosing Party shall prior to any proposed written disclosure, permit the non-disclosing Party to review and to the extent practicable comment on such proposed disclosure), no press release or similar public announcement or communication will be made or caused to be made concerning the execution or performance of this Agreement unless specifically approved in advance by all Parties.

Section 10.10 No Third Party Beneficiaries. Except for the Parties' respective Affiliates, nothing in this Agreement is intended to or will confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 10.11 Waiver of Jury Trial. Each Party hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury in respect of any action, suit or Proceeding arising out of or relating to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers all as of the date first written above.

SPRINTCOM, INC.

By: ______________________

Name: Michael C. Schwartz
Title: Vice President

SHENANDOAH PERSONAL COMMUNICATIONS, LLC

By: ______________________

Name: Christopher E. French
Title: President and Chief Executive Officer

[Signature Page to Master Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers all as of the date first written above.

SPRINTCOM, INC.

By:______________________________
Name: Michael C. Schwartz
Title: Vice President

SHENANDOAH PERSONAL COMMUNICATIONS, LLC

By:______________________________
Name: Christopher E. French
Title: President and Chief Executive Officer

Schedule I

Excluded nTelos Retail Customers

NPANXX	Region	Market
304210	WV	PRKRSBGZN1
304295	WV	PRKRSBGZN1
304420	WV	PRKRSBGZN1
304422	WV	PRKRSBGZN1
304424	WV	PRKRSBGZN1
304428	WV	PRKRSBGZN1
304480	WV	PRKRSBGZN1
304481	WV	PRKRSBGZN1
304482	WV	PRKRSBGZN1
304483	WV	PRKRSBGZN1
304485	WV	PRKRSBGZN1
304488	WV	PRKRSBGZN1
304494	WV	PRKRSBGZN1
304580	WV	PRKRSBGZN1
304588	WV	PRKRSBGZN1
304615	WV	PRKRSBGZN1
304718	WV	PRKRSBGZN1
304865	WV	PRKRSBGZN1
304893	WV	PRKRSBGZN1
304917	WV	PRKRSBGZN1
304966	WV	PRKRSBGZN1
304991	WV	PRKRSBGZN1
681229	WV	PRKRSBGZN1
681315	WV	PRKRSBGZN1
304699	WV	PRKRSBGZN1
304834	WV	PRKRSBGZN1
304916	WV	PRKRSBGZN1

Schedule II

FCC Licenses

Wireless Licenses – Summary Information
(sorted by licensee and call sign)

Licensee	**Call Sign**	**Service Code**	**Market Name (Market-Based Licenses Only)**	**Grant Date**	**Expiration Date**
NTELOS Inc.	KNLG677	CW	Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA	6/12/2007	4/28/2017
NTELOS Inc.	KNLG680	CW	Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA	6/12/2007	4/28/2017
NTELOS Inc.	WPOJ709	CW	Altoona, PA BTA	8/13/2009	6/30/2019
NTELOS Inc.	WPOJ710	CW	Cumberland, MD BTA	8/13/2009	7/17/2019
NTELOS Inc.	WPOJ711	CW	Fairmont, WV BTA	8/13/2009	6/30/2019
NTELOS Inc.	WPOJ712	CW	Morgantown, WV BTA	8/13/2009	6/30/2019
NTELOS Inc.	WPOJ713	CW	Parkersburg, WV-Marietta, OH BTA	8/13/2009	6/30/2019
NTELOS Inc.	WPOJ714	CW	Wheeling, WV BTA	8/13/2009	7/17/2019
NTELOS Inc.	WPTT275	CW	Columbus MTA	8/8/2005	6/23/2025[1]
NTELOS Inc.	WPTT276	CW	Cincinnati-Dayton MTA	8/8/2005	6/23/2025[2]
NTELOS Inc.	WPTT277	CW	Columbus MTA	8/8/2005	6/23/2025[3]
NTELOS Inc.	WPTT278	CW	Cincinnati-Dayton MTA	8/8/2005	6/23/2025[4]
NTELOS Inc.	WQGD653	AW	Roanoke, VA CMA	12/18/2006	12/18/2021
NTELOS Inc.	WQGD654	AW	Lynchburg, VA CMA	12/18/2006	12/18/2021
NTELOS Inc.	WQGD655	AW	Charlottesville, VA CMA	12/18/2006	12/18/2021
NTELOS Inc.	WQGD656	AW	Virginia 3 – Giles CMA	12/18/2006	12/18/2021
NTELOS Inc.	WQGD657	AW	Virginia 4 – Bedford CMA	12/18/2006	12/18/2021
NTELOS Inc.	WQGD658	AW	Virginia 5 – Bath CMA	12/18/2006	12/18/2021
NTELOS Inc.	WQGD659	AW	Virginia 6 – Highland CMA	12/18/2006	12/18/2021
NTELOS Licenses Inc.	B075	BR	Charlottesville, VA BTA	4/17/2006	3/28/2016
NTELOS Licenses Inc.	B376	BR	Roanoke, VA BTA	4/17/2006	3/28/2016
NTELOS Licenses Inc.	B430	BR	Staunton-Waynesboro, VA BTA	4/17/2006	3/28/2016
NTELOS Licenses Inc.	B479	BR	Winchester, VA BTA	4/17/2006	3/28/2016
NTELOS Licenses Inc.	WLW840	BR	P01388 – 35 Mile GSA	9/20/2011	5/1/2021
NTELOS Licenses Inc.	WMH388	BR	P01410 – 35 Mile GSA	9/20/2011	5/1/2021
NTELOS Licenses Inc.	WMI916	BR	P03542 – 35 Mile GSA	7/18/2011	5/1/2021
NTELOS Licenses Inc.	WMX327	BR	P02716 – 35 Mile GSA	7/18/2011	5/1/2021
NTELOS Licenses Inc.	WMX331	BR	P01483 – 35 Mile GSA	7/18/2011	5/1/2021

[1] FCC grant of license renewal application will become final on August 10, 2015.

[2] FCC grant of license renewal application will become final on August 10, 2015.

[3] FCC grant of license renewal application will become final on August 10, 2015.

[4] FCC grant of license renewal application will become final on August 10, 2015.

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Grant Date	Expiration Date
NTELOS Licenses Inc.	WMX366	BR	P03549 – 35 Mile GSA	7/18/2011	5/1/2021
NTELOS Licenses Inc.	WNTH948	BR	P03595 – 35 Mile GSA	6/20/2011	5/1/2021
Richmond 20 MHz, LLC	WQRQ806	CF		7/10/2013	7/10/2023
Richmond 20 MHz, LLC	WQRQ808	CF		7/10/2013	7/10/2023
Richmond 20 MHz, LLC	WQSZ696	CF		12/13/2013	12/13/2023
Richmond 20 MHz, LLC	WQSZ784	CF		12/16/2013	12/16/2023
Richmond 20 MHz, LLC	WQTI647	CF		2/11/2014	2/11/2024
Richmond 20 MHz, LLC	WQTI648	CF		2/11/2014	2/11/2024
Richmond 20 MHz, LLC	WQUJ499	CF		7/24/2014	7/24/2024
Richmond 20 MHz, LLC	WQUJ530	CF		7/24/2014	7/24/2024
Richmond 20 MHz, LLC	WQUR963	CF		9/24/2014	9/24/2024
Richmond 20 MHz, LLC	WQUR965	CF		9/24/2014	9/24/2024
Virginia PCS Alliance, L.C.	KNLF386	CW	Charlottesville, VA BTA	10/25/2006	9/17/2016
Virginia PCS Alliance, L.C.	KNLF387	CW	Winchester, VA BTA	10/25/2006	9/17/2016
Virginia PCS Alliance, L.C.	KNLG241	CW	Harrisonburg, VA BTA	6/12/2007	4/28/2017
Virginia PCS Alliance, L.C.	KNLH719	CW	Harrisonburg, VA BTA	6/12/2007	4/28/2017
Virginia PCS Alliance, L.C.	WPNH936	CF		7/29/2008	7/21/2018
Virginia PCS Alliance, L.C.	WPNH937	CF		7/29/2008	7/21/2018
Virginia PCS Alliance, L.C.	WPNN833	CF		7/29/2008	7/21/2018
Virginia PCS Alliance, L.C.	WPNN834	CF		9/30/2008	9/24/2018
Virginia PCS Alliance, L.C.	WPNN835	CF		11/4/2008	10/30/2018
Virginia PCS Alliance, L.C.	WPNN836	CF		9/30/2008	9/24/2018
Virginia PCS Alliance, L.C.	WPOH982	CW	Richmond-Norfolk MTA	8/8/2005	6/23/2025[5]
Virginia PCS Alliance, L.C.	WQOB467	CF		8/2/2011	8/02/2021
Virginia PCS Alliance, L.C.	WQOC974	CF		8/17/2011	8/17/2021
Virginia PCS Alliance, L.C.	WQQK901	MG		1/16/2013	1/16/2023
Virginia PCS Alliance, L.C.	WQQK903	MG		1/16/2013	1/16/2023
Virginia PCS Alliance, L.C.	WQRM284	CF		6/17/2013	6/17/2023
Virginia PCS Alliance, L.C.	WQRM285	CF		6/17/2013	6/17/2023
Virginia PCS Alliance, L.C.	WQRM286	CF		6/17/2013	6/17/2023
Virginia PCS Alliance, L.C.	WQRM288	CF		6/17/2013	6/17/2023
Virginia PCS Alliance, L.C.	WQRM289	CF		6/17/2013	6/17/2023
Virginia PCS Alliance, L.C.	WQRM290	CF		6/17/2013	6/17/2023
Virginia PCS Alliance, L.C.	WQRM291	CF		6/17/2013	6/17/2023
Virginia PCS Alliance, L.C.	WQRM646	CF		6/19/2013	6/19/2023
Virginia PCS Alliance, L.C.	WQRM647	CF		6/19/2013	6/19/2023
Virginia PCS Alliance, L.C.	WQRM663	CF		6/19/2013	6/19/2023
Virginia PCS Alliance, L.C.	WQTT271	CF		4/8/2014	4/08/2024
Virginia PCS Alliance, L.C.	WQTT272	CF		4/8/2014	4/08/2024
Virginia PCS Alliance, L.C.	WQTT273	CF		4/8/2014	4/08/2024
Virginia PCS Alliance, L.C.	WQUP388	CF		9/2/2014	9/02/2024
Virginia PCS Alliance, L.C.	WQUP389	CF		9/2/2014	9/02/2024
West Virginia PCS Alliance, L.C.	KNLG674	CW	Cumberland, MD BTA	6/12/2007	4/28/2017
West Virginia PCS Alliance, L.C.	KNLG675	CW	Clarksburg-Elkins, WV BTA	6/12/2007	4/28/2017

[5] FCC grant of license renewal application will become final on August 10, 2015.

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Grant Date	Expiration Date
West Virginia PCS Alliance, L.C.	KNLG679	CW	Fairmont, WV BTA	6/12/2007	4/28/2017
West Virginia PCS Alliance, L.C.	KNLG682	CW	Morgantown, WV BTA	6/12/2007	4/28/2017
West Virginia PCS Alliance, L.C.	WPOH986	CW	Cincinnati-Dayton, MTA	8/8/2005	6/23/2025[6]
West Virginia PCS Alliance, L.C.	WQFJ484	CW	Clarksburg-Elkins, WV BTA	10/27/2006	9/17/2016
West Virginia PCS Alliance, L.C.	WQOI849	CF		10/12/2011	10/12/2021
West Virginia PCS Alliance, L.C.	WQOI850	CF		10/12/2011	10/12/2021
West Virginia PCS Alliance, L.C.	WQOI851	CF		10/12/2011	10/12/2021
West Virginia PCS Alliance, L.C.	WQOI852	CF		10/12/2011	10/12/2021
West Virginia PCS Alliance, L.C.	WQON583	CF		11/29/2011	11/29/2021
West Virginia PCS Alliance, L.C.	WQON584	CF		11/29/2011	11/29/2021
West Virginia PCS Alliance, L.C.	WQOP672	CF		12/12/2011	12/12/2021
West Virginia PCS Alliance, L.C.	WQOQ413	CF		12/20/2011	12/20/2021
West Virginia PCS Alliance, L.C.	WQOQ936	CF		1/3/2012	1/03/2022
West Virginia PCS Alliance, L.C.	WQOV771	CF		2/10/2012	2/10/2022
West Virginia PCS Alliance, L.C.	WQOV794	CF		2/10/2012	2/10/2022
West Virginia PCS Alliance, L.C.	WQOW947	CF		2/22/2012	2/22/2022
West Virginia PCS Alliance, L.C.	WQOW948	CF		2/22/2012	2/22/2022
West Virginia PCS Alliance, L.C.	WQPN369	CF		7/5/2012	7/05/2022
West Virginia PCS Alliance, L.C.	WQPN498	CF		7/6/2012	7/06/2022
West Virginia PCS Alliance, L.C.	WQPR497	CF		7/27/2012	7/27/2022
West Virginia PCS Alliance, L.C.	WQPR498	CF		7/27/2012	7/27/2022
West Virginia PCS Alliance, L.C.	WQPS248	CF		8/1/2012	8/01/2022
West Virginia PCS Alliance, L.C.	WQPS249	CF		8/1/2012	8/01/2022
West Virginia PCS Alliance, L.C.	WQQQ771	CF		2/13/2013	2/13/2023

[6] FCC grant of license renewal application will become final on August 10, 2015.

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Grant Date	Expiration Date
West Virginia PCS Alliance, L.C.	WQQQ809	CF		2/13/2013	2/13/2023
West Virginia PCS Alliance, L.C.	WQQT952	CF		3/1/2013	3/01/2023
West Virginia PCS Alliance, L.C.	WQQT953	CF		3/1/2013	3/01/2023
West Virginia PCS Alliance, L.C.	WQQT964	CF		3/1/2013	3/01/2023
West Virginia PCS Alliance, L.C.	WQQT965	CF		3/1/2013	3/01/2023
West Virginia PCS Alliance, L.C.	WQQT967	CF		3/1/2013	3/01/2023
West Virginia PCS Alliance, L.C.	WQQU258	CF		3/4/2013	3/04/2023
West Virginia PCS Alliance, L.C.	WQQU259	CF		3/4/2013	3/04/2023
West Virginia PCS Alliance, L.C.	WQRA568	CF		4/4/2013	4/04/2023
West Virginia PCS Alliance, L.C.	WQRA569	CF		4/4/2013	4/04/2023
West Virginia PCS Alliance, L.C.	WQRA570	CF		4/4/2013	4/04/2023
West Virginia PCS Alliance, L.C.	WQRA571	CF		4/4/2013	4/04/2023
West Virginia PCS Alliance, L.C.	WQRD872	CF		4/24/2013	4/24/2023
West Virginia PCS Alliance, L.C.	WQRD873	CF		4/24/2013	4/24/2023
West Virginia PCS Alliance, L.C.	WQRY471	CF		8/14/2013	8/14/2023
West Virginia PCS Alliance, L.C.	WQRY475	CF		8/14/2013	8/14/2023
West Virginia PCS Alliance, L.C.	WQRY718	CF		8/15/2013	8/15/2023
West Virginia PCS Alliance, L.C.	WQSE238	CF		9/9/2013	9/09/2023
West Virginia PCS Alliance, L.C.	WQSE382	CF		9/10/2013	9/10/2023
West Virginia PCS Alliance, L.C.	WQSE383	CF		9/10/2013	9/10/2023
West Virginia PCS Alliance, L.C.	WQSE384	CF		9/10/2013	9/10/2023
West Virginia PCS Alliance, L.C.	WQSE385	CF		9/10/2013	9/10/2023
West Virginia PCS Alliance, L.C.	WQSE903	CF		9/11/2013	9/11/2023
West Virginia PCS Alliance, L.C.	WQSF805	CF		9/16/2013	9/16/2023
West Virginia PCS Alliance, L.C.	WQSF809	CF		9/16/2013	9/16/2023
West Virginia PCS Alliance, L.C.	WQSF810	CF		9/16/2013	9/16/2023

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Grant Date	Expiration Date
West Virginia PCS Alliance, L.C.	WQSF811	CF		9/16/2013	9/16/2023
West Virginia PCS Alliance, L.C.	WQSF816	CF		9/16/2013	9/16/2023
West Virginia PCS Alliance, L.C.	WQSI765	CF		9/25/2013	9/25/2023
West Virginia PCS Alliance, L.C.	WQSI766	CF		9/25/2013	9/25/2023
West Virginia PCS Alliance, L.C.	WQUB631	CF		5/28/2014	5/28/2024
West Virginia PCS Alliance, L.C.	WQUB632	CF		5/28/2014	5/28/2024
West Virginia PCS Alliance, L.C.	WQUC509	CF		6/3/2014	6/03/2024
West Virginia PCS Alliance, L.C.	WQUC510	CF		6/3/2014	6/03/2024
West Virginia PCS Alliance, L.C.	WQUF491	CF		6/23/2014	6/23/2024
West Virginia PCS Alliance, L.C.	WQUF492	CF		6/23/2014	6/23/2024
West Virginia PCS Alliance, L.C.	WQUF494	CF		6/23/2014	6/23/2024
West Virginia PCS Alliance, L.C.	WQUF495	CF		6/23/20104	6/23/2024
West Virginia PCS Alliance, L.C.	WQUR302	CF		9/17/2014	9/17/2024
West Virginia PCS Alliance, L.C.	WQUR303	CF		9/17/2014	9/17/2024
West Virginia PCS Alliance, L.C.	WQUR304	CF		9/17/2014	9/17/2024
West Virginia PCS Alliance, L.C.	WQVB389	CF		12/15/2014	12/15/2024
West Virginia PCS Alliance, L.C.	WQVB390	CF		12/15/2014	12/15/2024
West Virginia PCS Alliance, L.C.	WQVB391	CF		12/15/2014	12/15/2024

Service Codes:

AW = Advanced Wireless Services (AWS)
BR = Broadband Radio Service (BRS)
CF = Microwave, Point-to-Point - Common Carrier
CW = Broadband Personal Communications Services (PCS)
MG = Microwave, Point-to-Point - Private

Wireless Licenses – Markets/Frequencies --
Excluding Point-to-Point Microwave Licenses
(sorted by call sign)

Call Sign	Service Code	Market#	Block	Market Name	License Area	Licensed Frequencies (MHz)
B075	BR	BTA075	N/A	Charlottesville, VA BTA	Entire BTA	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
B376	BR	BTA376	N/A	Roanoke, VA BTA	Entire BTA	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
B430	BR	BTA430	N/A	Staunton-Waynesboro, VA BTA	Entire BTA	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
B479	BR	BTA479	N/A	Winchester, VA BTA	Entire BTA	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
KNLF386	CW	BTA075	C	Charlottesville, VA BTA	Entire BTA	1900-1910; 1980-1990
KNLF387	CW	BTA479	C	Winchester, VA BTA	Entire BTA	1900-1910; 1980-1990
KNLG241	CW	BTA183	D	Harrisonburg, VA BTA	Entire BTA	1865-1870; 1945-1950
KNLG674	CW	BTA100	D	Cumberland, MD BTA	Entire BTA	1865-1870; 1945-1950
KNLG675	CW	BTA082	E	Clarksburg-Elkins, WV BTA	Entire BTA	1885-1890; 1965-1970
KNLG677	CW	BTA179	E	Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA	Entire BTA	1885-1890; 1965-1970
KNLG679	CW	BTA137	F	Fairmont, WV BTA	Entire BTA	1890-1895; 1970-1975
KNLG680	CW	BTA179	F	Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA	Entire BTA	1890-1895; 1970-1975
KNLG682	CW	BTA306	F	Morgantown, WV BTA	Entire BTA	1890-1895; 1970-1975
KNLH719	CW	BTA183	E	Harrisonburg, VA BTA	Entire BTA	1885-1890; 1965-1970
WLW840	BR	P01388	F	P01388	35 Mile GSA; 37-58-57.5 N, 078-28-57.0 W	2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608
WMH388	BR	P01410	E	P01410	35 Mile GSA; 37-58-57.5 N, 078-28-57.0 W	2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614
WMI916	BR	P03542	1	P03542	35 Mile GSA; 38-23-36.5 N, 078-46-11.1 W	2496-2502

Call Sign	Service Code	Market#	Block	Market Name	License Area	Licensed Frequencies (MHz)
WMX327	BR	P02716	F	P02716	35 Mile GSA; 38-23-36.5 N, 078-46-11.1 W	2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608
WMX331	BR	P01483	E	P01483	35 Mile GSA; 38-23-36.5 N, 078-46-11.1 W	2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614
WMX366	BR	P03549	H	P03549	35 Mile GSA; 38-23-36.5 N, 078-46-11.1 W	2657-2662.5; 2662.5-2668; 2668-2673.5
WNTH948	BR	P03595	H	P03595	35 Mile GSA; 37-58-57.5 N, 078-28-57.0 W	2657-2662.5; 2662.5-2668; 2668-2673.5
WPOH982	CW	MTA023	B	Richmond-Norfolk MTA	Danville, VA BTA; Lynchburg, VA BTA; Martinsville, VA BTA; Roanoke, VA BTA; Staunton-Waynesboro, VA BTA; and Richmond-Petersburg, VA BTA (in the following counties only within the BTA: Brunswick, VA and Mecklenburg, VA)	1870-1885; 1950-1965
WPOH986	CW	MTA018	B	Cincinnati-Dayton MTA	Beckley, WV BTA; Bluefield, WV BTA; Charleston, WV BTA; Huntington, WV-Ashland, KY BTA; Logan, WV BTA; Portsmouth, OH BTA; and Williamson, WV-Pikeville, KY BTA	1870-1885; 1950-1965
WPOJ709	CW	BTA012	C	Altoona, PA BTA	Entire BTA	1895-1902.5; 1975-1982.5
WPOJ710	CW	BTA100	C	Cumberland, MD BTA	Entire BTA	1895-1900; 1975-1980
WPOJ711	CW	BTA137	C	Fairmont, WV BTA	Entire BTA	1895-1910; 1975-1990
WPOJ712	CW	BTA306	C	Morgantown, WV BTA	Entire BTA	1895-1902.5; 1975-1982.5
WPOJ713	CW	BTA342	C	Parkersburg, WV-Marietta, OH BTA	Entire BTA	1895-1910; 1975-1990
WPOJ714	CW	BTA471	C	Wheeling, WV BTA	Entire BTA	1895-1902.5; 1975-1982.5
WPTT275	CW	MTA038	A	Columbus MTA	Athens, OH BTA Chillicothe, OH BTA Zanesville-Cambridge, OH BTA	1857.5-1860; 1937.5-1940, except in the following counties within the Zanesville-Cambridge, OH BTA where the licensee holds 1857.5-1865; 1937.5-1945 instead: Guernsey, OH Muskingum, OH Noble, OH

Call Sign	Service Code	Market#	Block	Market Name	License Area	Licensed Frequencies (MHz)
WPTT276	CW	MTA018	A	Cincinnati-Dayton MTA	Charleston, WV BTA (in the following counties only within the BTA: Braxton, WV; Clay, WV; Nicholas, WV; Pocahontas, WV and Webster, WV)	1860-1865; 1940-1945
WPTT277	CW	MTA038	A	Columbus MTA	Athens, OH BTA Chillicothe, OH BTA Zanesville-Cambridge, OH BTA (in the following counties only within the BTA: Morgan, OH and Perry, OH)	1860-1865; 1940-1945
WPTT278	CW	MTA018	A	Cincinnati-Dayton MTA	Charleston, WV BTA (in the following counties only within the BTA: Boone, WV; Jackson, WV Lincoln, WV; Mason, WV and Roane, WV)	1860-1865; 1940-1945
WQFJ484	CW	BTA082	C	Clarksburg-Elkins, WV BTA	Entire BTA	1895-1900; 1975-1980
WQGD653	AW	CMA157	A	Roanoke, VA CMA	Entire CMA	1710-1720; 2110-2120
WQGD654	AW	CMA203	A	Lynchburg, VA CMA	Entire CMA	1710-1720; 2110-2120
WQGD655	AW	CMA256	A	Charlottesville, VA CMA	Entire CMA	1710-1720; 2110-2120
WQGD656	AW	CMA683	A	Virginia 3 – Giles CMA	Entire CMA	1710-1720; 2110-2120
WQGD657	AW	CMA684	A	Virginia 4 – Bedford CMA	Entire CMA	1710-1720; 2110-2120
WQGD658	AW	CMA685	A	Virginia 5 – Bath CMA	Entire CMA	1710-1720; 2110-2120
WQGD659	AW	CMA686	A	Virginia 6 – Highland CMA	Entire CMA	1710-1720; 2110-2120

Service Codes:
AW = Advanced Wireless Services (AWS)
BR = Broadband Radio Service (BRS)
CW = Broadband Personal Communications Services (PCS)

Schedule III

Former nTelos Retail Customers

1. Southshore, Kentucky
2. Belpre, Ohio
3. Gallipolis, Ohio
4. Marietta, Ohio
5. Portsmouth, Ohio
6. Parkersburg, West Virginia
7. Williamstown, West Virginia

Schedule 2.1

Monthly Retainage Reduction

The following are examples of the calculations contemplated by Section 2.1:

- If in Month 1, the Sprint Monthly Retainage Amount is $4,200,000, then the Monthly Retainage Reduction shall equal $4,200,000, there would be no Reduction Credit, and the Cap for the next month would be $4,200,000.
- If in Month 2, the Sprint Monthly Retainage Amount is $3,200,000, then the Monthly Retainage Reduction shall equal $3,200,000, resulting in a Reduction Credit of $1,000,000, and the Cap for the next month would be $5,200,000.
- If in Month 3, the Sprint Monthly Retainage Amount is $3,200,000, then the Monthly Retainage Reduction shall equal $3,200,000, resulting in another Reduction Credit of $1,000,000, and the Cap for the next month would be $6,200,000.
- If in Month 4, the Sprint Monthly Retainage Amount is $7,000,000, then the Monthly Retainage Reduction shall equal $6,200,000, resulting in satisfaction of the accumulated Reduction Credits, and the Cap for the next month would be $4,200,000.
- If in Month 5, the Sprint Monthly Retainage Amount is $4,300,000, then the Monthly Retainage Reduction shall equal $4,200,000, there would be no Reduction Credit, and the Cap for the next month would be $4,200,000.
- However, if during Month 2, Shentel elected to apply the Reduction Credit to payments required pursuant to Section 2.2(a), then the next payment due under Section 2.2(a) would be satisfied in its entirety by the $1,000,000 Reduction Credit and the Cap for the next month under Section 2.1 would be $4,200,000. If the Reduction Credit during Month 2 had been $1,500,000, Shentel could elect to satisfy the required monthly payment under Section 2.2(a) in full and reduce the amount of the second month's payment under Section 2.2(a) by $500,000. Alternatively, Shentel could elect to allocate the Reduction Credit, applying a portion toward the next Sprint Monthly Retainage Amount and the remaining portion toward a payment required under Section 2.2(a).

Schedule 6.1(d)

Regulatory Conditions - Spectrum

Schedule 6.1(d)-1

1. All AWS spectrum, owned 2.5 GHz spectrum and leased 2.5GHz spectrum held or leased by Sprint or its Affiliates as of the Effective Time in the Former nTelos Service Area (including, for the avoidance of doubt, any such spectrum held or leased by nTelos immediately prior to the Effective Time).

Schedule 6.1(d)-2

1. All AWS spectrum held by Sprint or its Affiliates as of the Effective Time in the Former nTelos Service Area (including, for the avoidance of doubt, any such spectrum held by nTelos immediately prior to the Effective Time).

Schedule 6.1(d)-3

1. All spectrum held by Sprint or its Affiliates as of the Effective Time in the Former nTelos Service Area (including, for the avoidance of doubt, any such spectrum held by nTelos immediately prior to the Effective Time), other than AWS spectrum.

Schedule 6.2(h)

Termination of Agreements

Promptly following the Closing, Shentel shall cause nTelos to deliver to Gamma Acquisition L.L.C. notice of termination of the Fixed-Mobile Broadband Trial Agreement, dated as of October 22, 2013, by and between NTELOS Inc. and Gamma Acquisition L.L.C., to be effective as of the earliest possible date under such agreement.

Schedule 6.9

Amendment of Certain Agreements

Sprint shall use commercially reasonable efforts to execute and deliver (or to cause the execution and delivery of), either (i) an amendment to that certain iPhone Agreement dated June 24, 2011 between Apple Inc. and Sprint/United Management Company, as amended and supplemented from time to time, or (ii) a termination of that certain iPhone Agreement dated November 2, 2011 between Apple Inc. and NTELOS Communications, Inc., as amended and supplemented from time to time, in each case in a form reasonably acceptable to Sprint and Shentel and effective as of the Closing Date.

Schedule 6.11

Key Planning Activities

1. Identification of all material data, fields and related information required to support the migration including but not limited to:
   a. Subscriber billing information
   b. Device types
   c. Customer types
   d. Service plans
   e. Network services
   f. Device feature attributes
   g. Authentication processing
   h. Historical customer records (disposition, payment history, etc.)
2. Confirm data field format definition for subscriber conversion into Sprint's billing platform.
3. Shentel provision of anonymized sample customer data for planning, and initial testing purposes, including pre-load for preliminary testing purposes.
4. Evaluation of nTelos service plans and determine mapping to Sprint plans
5. Assessment of billing cycles to identify mapping and reconciliation plans for customers out of existing Sprint cycles.
6. Shentel provision of devices required to support development and pre-testing of the migration process
7. Requirements and define methodology to upgrade nTelos device software for any required roaming or device management configurations
8. Development of device testing plans to ensure authentication and service/feature capabilities
9. Identification of any development work required in Sprint's systems to enable the conversion.
10. Definition of grandfathering timeframes for legacy rate plans and customer communications strategy.

11. Definition pertaining to enabling an “allow call” during the migration event and disabling upon completion.

12. Development of an approach to process files post-migration to cancel subscribers successfully converted and unlock and subscribers that fallout.

Development of an end-end project plan highlighting milestones, dependencies, required resources, and deliverable timing associated with the migration of devices and subscribers to Sprint’s back office platform.

Schedule 9.2

Certain Indemnified Losses

Shentel shall indemnify and hold harmless the Sprint Indemnified Persons in accordance with Article IX from Losses to the extent arising from any lawsuit or arbitration proceeding brought against Sprint or any of its Affiliates by a Customer who is a party to an Excluded Contract based on Sprint's failure to assume such Excluded Contract, including claims based on the termination of service underlying such Excluded Contract or an actual or alleged breach of such Excluded Contract based on the transactions contemplated in this Agreement.

SCHEDULE 4.1

Organization and Authority; Non-Contravention

None.

SCHEDULE 4.2

<u>No Conflict</u>

The consummation of the Transactions requires the following: (a) the termination or expiration of the waiting period (and any extensions thereof) applicable to the consummation of the Transactions under the HSR Act; (b) the receipt of all required Consents of the FCC applicable to the consummation of the Transactions; and (c) the Consent of the Public Service Commission of West Virginia to authorize the Transactions.

SECTION 5.1

Organization and Authority; Non-Contravention

1. The Other nTelos Spectrum Leases (other than any Other nTelos Spectrum Lease that is terminated or expired as of the Closing).

2. Amended and Restated Credit Agreement, dated as of September 14, 2012, by and among Parent, each of the Guarantors referred to therein, CoBank, ACB and the other Lenders referred to therein, and related documents.

SECTION 5.2

No Conflict

1. The consummation of the Transactions requires the following: (a) the termination or expiration of the waiting period (and any extensions thereof) applicable to the consummation of the Transactions under the HSR Act; (b) the receipt of all required Consents of the FCC applicable to the consummation of the Transactions; and (c) the Consent of the Public Service Commission of West Virginia to authorize the Transactions.

SECTION 5.3(a)

FCC Matters

Wireless Licenses

(sorted by licensee and call sign)

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Expiration Date	Frequency Block
NTELOS Inc.	KNLG677	CW	Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA	BTA179	4/28/17	1885-1890/1965-1970
NTELOS Inc.	KNLG680	CW	Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA	BTA179	4/28/17	1885-1890/1965-1970
NTELOS Inc.	WPOJ709	CW	Altoona, PA BTA	BTA012	6/30/19	1895-1902.5; 1975-1982.5
NTELOS Inc.	WPOJ710	CW	Cumberland, MD BTA	BTA100	7/17/19	1895-1900; 1975-1980
NTELOS Inc.	WPOJ711	CW	Fairmont, WV BTA	BTA137	6/30/19	1895-1910; 1975-1990
NTELOS Inc.	WPOJ712	CW	Morgantown, WV BTA	BTA306	6/30/19	1895-1902.5; 1975-1982.5
NTELOS Inc.	WPOJ713	CW	Parkersburg, WV-Marietta, OH BTA	BTA342	6/30/19	1895-1910; 1975-1990
NTELOS Inc.	WPOJ714	CW	Wheeling, WV BTA	BTA471	7/17/19	1895-1902.5; 1975-1982.5
NTELOS Inc.	WPTT275	CW	Columbus MTA	MTA038	6/23/25[1]	1857.5-1860; 1937.5-1940, except in the following counties within the Zanesville-Cambridge, OH BTA where the licensee holds 1857.5-1865; 1937.5-1945 instead: Guernsey, OH Muskingum, OH Noble, OH
NTELOS Inc.	WPTT276	CW	Cincinnati-Dayton MTA	MTA018	6/23/25[2]	1860-1865; 1940-1945
NTELOS Inc.	WPTT277	CW	Columbus MTA	MTA038	6/23/25[3]	1860-1865; 1940-1945
NTELOS Inc.	WPTT278	CW	Cincinnati-Dayton MTA	MTA018	6/23/25[4]	1860-1865; 1940-1945
NTELOS Inc.	WQGD653	AW	Roanoke, VA CMA	CMA157	12/18/21	1710-1720; 2110-2120
NTELOS Inc.	WQGD654	AW	Lynchburg, VA CMA	CMA203	12/18/21	1710-1720; 2110-2120
NTELOS Inc.	WQGD655	AW	Charlottesville, VA CMA	CMA256	12/18/21	1710-1720; 2110-2120

[1] FCC grant of license renewal application will become final on August 10, 2015.

[2] FCC grant of license renewal application will become final on August 10, 2015.

[3] FCC grant of license renewal application will become final on August 10, 2015.

[4] FCC grant of license renewal application will become final on August 10, 2015.

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Expiration Date	Frequency Block
NTELOS Inc.	WQGD656	AW	Virginia 3 – Giles CMA	CMA683	12/18/21	1710-1720; 2110-2120
NTELOS Inc.	WQGD657	AW	Virginia 4 – Bedford CMA	CMA684	12/18/21	1710-1720; 2110-2120
NTELOS Inc.	WQGD658	AW	Virginia 5 – Bath CMA	CMA685	12/18/21	1710-1720; 2110-2120
NTELOS Inc.	WQGD659	AW	Virginia 6 – Highland CMA	CMA686	12/18/21	1710-1720; 2110-2120
NTELOS Licenses Inc.	B075	BR	Charlottesville, VA BTA	BTA075	3/28/16	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
NTELOS Licenses Inc.	B376	BR	Roanoke, VA BTA	BTA376	3/28/16	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
NTELOS Licenses Inc.	B430	BR	Staunton-Waynesboro, VA BTA	BTA430	3/28/16	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
NTELOS Licenses Inc.	B479	BR	Winchester, VA BTA	BTA479	3/28/16	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
NTELOS Licenses Inc.	WLW840	BR	P01388 – 35 Mile GSA	P01388	5/1/21	2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608
NTELOS Licenses Inc.	WMH388	BR	P01410 – 35 Mile GSA	P01410	5/1/21	2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614
NTELOS Licenses Inc.	WMI916	BR	P03542 – 35 Mile GSA	P03542	5/1/21	2496-2502
NTELOS Licenses Inc.	WMX327	BR	P02716 – 35 Mile GSA	P02716	5/1/21	2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608
NTELOS Licenses Inc.	WMX331	BR	P01483 – 35 Mile GSA	P01483	5/1/21	2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614
NTELOS Licenses Inc.	WMX366	BR	P03549 – 35 Mile GSA	P03549	5/1/21	2657-2662.5; 2662.5-2668; 2668-2673.5
NTELOS Licenses Inc.	WNTH948	BR	P03595 – 35 Mile GSA	P93595	5/1/21	2657-2662.5; 2662.5-2668; 2668-2673.5
Richmond 20 MHz, LLC	WQRQ806	CF	N/A	Norfolk, VA	7/10/23	19325.0
Richmond 20 MHz, LLC	WQRQ808	CF	N/A	Norfolk, VA	7/10/23	17765.0; 18015.0
Richmond 20 MHz, LLC	WQSZ696	CF	N/A	Williamsburg, VA	12/13/23	19465.0

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Expiration Date	Frequency Block
Richmond 20 MHz, LLC	WQSZ784	CF	N/A	Williamsburg, VA	12/16/23	17905.0
Richmond 20 MHz, LLC	WQTI647	CF	N/A	Richmond, VA	2/11/24	17915.0; 18065.0
Richmond 20 MHz, LLC	WQTI648	CF	N/A	Richmond, VA	2/11/24	19475.0; 19625.0
Richmond 20 MHz, LLC	WQUJ499	CF	N/A	Chesterfield, VA	7/24/24	17765.0; 17865.0
Richmond 20 MHz, LLC	WQUJ530	CF	N/A	Midlothian, VA	7/24/24	19355.0; 19425.0
Richmond 20 MHz, LLC	WQUR963	CF	N/A	Mechanicsville, VA	9/24/24	17915.0; 18015.0
Richmond 20 MHz, LLC	WQUR965	CF	N/A	Mechanicsville, VA	9/24/24	19475.0; 19575.0
Virginia PCS Alliance, L.C.	KNLF386	CW	Charlottesville, VA BTA	BTA075	9/17/16	1900-1910; 1980-1990
Virginia PCS Alliance, L.C.	KNLF387	CW	Winchester, VA BTA	BTA479	9/17/16	1900-1910; 1980-1990
Virginia PCS Alliance, L.C.	KNLG241	CW	Harrisonburg, VA BTA	BTA183	4/28/17	1865-1870; 1945-1950
Virginia PCS Alliance, L.C.	KNLH719	CW	Harrisonburg, VA BTA	BTA183	4/28/17	1885-1890; 1965-1970
Virginia PCS Alliance, L.C.	WPNH936	CF	N/A	Massanutten, VA	7/21/18	6034.15; 5945.2; 11645.0
Virginia PCS Alliance, L.C.	WPNH937	CF	N/A	Verona, VA	7/21/18	6781.25; 6197.24
Virginia PCS Alliance, L.C.	WPNN833	CF	N/A	Harrisonburg, VA	7/21/18	6286.19; 6775.0
Virginia PCS Alliance, L.C.	WPNN834	CF	N/A	Edinburg, VA	9/24/18	6615.0; 6063.8
Virginia PCS Alliance, L.C.	WPNN835	CF	N/A	Winchester, VA	10/30/18	5974.85
Virginia PCS Alliance, L.C.	WPNN836	CF	N/A	Stephens City, VA	9/24/18	6315.84; 6226.89
Virginia PCS Alliance, L.C.	WPOH982	CW	Richmond-Norfolk MTA	MTA023	6/23/25[5]	1870-1885; 1950-1965
Virginia PCS Alliance, L.C.	WQOB467	CF	N/A	Elliots Knob, VA	8/02/21	6621.25
Virginia PCS Alliance, L.C.	WQOC974	CF	N/A	Devils Knob, VA	8/17/21	6626.5
Virginia PCS Alliance, L.C.	WQQK901	MG	N/A	Staunton, VA	1/16/23	11345.0
Virginia PCS Alliance, L.C.	WQQK903	MG	N/A	Waynesboro, VA	1/16/23	10855.0
Virginia PCS Alliance, L.C.	WQRM284	CF	N/A	Staunton, VA	6/17/23	18015.0; 18115.0
Virginia PCS Alliance, L.C.	WQRM285	CF	N/A	Staunton, VA	6/17/23	19425.0
Virginia PCS Alliance, L.C.	WQRM286	CF	N/A	Churchville, VA	6/17/23	17865.0
Virginia PCS Alliance, L.C.	WQRM288	CF	N/A	Weyers Cave, VA	6/17/23	11385.0

[5] FCC grant of license renewal application will become final on August 10, 2015.

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Expiration Date	Frequency Block
Virginia PCS Alliance, L.C.	WQRM289	CF	N/A	Elkton, VA	6/17/23	10895.0
Virginia PCS Alliance, L.C.	WQRM290	CF	N/A	Lynchburg, VA	6/17/23	11175.0
Virginia PCS Alliance, L.C.	WQRM291	CF	N/A	Rustburg, VA	6/17/23	11665.0
Virginia PCS Alliance, L.C.	WQRM646	CF	N/A	Lynchburg, VA	6/19/23	18065.0; 17965.0
Virginia PCS Alliance, L.C.	WQRM647	CF	N/A	Lynchburg, VA	6/19/23	19625.0; 19525.0
Virginia PCS Alliance, L.C.	WQRM663	CF	N/A	Staunton, VA	6/19/23	19575.0; 19675.0
Virginia PCS Alliance, L.C.	WQTT271	CF	N/A	Albemarle, VA	4/08/24	11645.0
Virginia PCS Alliance, L.C.	WQTT272	CF	N/A	Harrisonburg, VA	4/08/24	11155.0
Virginia PCS Alliance, L.C.	WQTT273	CF	N/A	Waynesboro, VA	4/08/24	11155.0
Virginia PCS Alliance, L.C.	WQUP388	CF	N/A	Elkton, VA	9/02/24	10755.0
Virginia PCS Alliance, L.C.	WQUP389	CF	N/A	Shenandoah, VA	9/02/24	11245.0
West Virginia PCS Alliance, L.C.	KNLG674	CW	Cumberland, MD BTA	BTA100	4/28/17	1865-1870; 1945-1950
West Virginia PCS Alliance, L.C.	KNLG675	CW	Clarksburg-Elkins, WV BTA	BTA082	4/28/17	1885-1890; 1965-1970
West Virginia PCS Alliance, L.C.	KNLG679	CW	Fairmont, WV BTA	BTA137	4/28/17	1890-1895; 1970-1975
West Virginia PCS Alliance, L.C.	KNLG682	CW	Morgantown, WV BTA	BTA306	4/28/17	1890-1895; 1970-1975
West Virginia PCS Alliance, L.C.	WPOH986	CW	Cincinnati-Dayton, MTA	MTA018	6/23/25[6]	1870-1885; 1950-1965
West Virginia PCS Alliance, L.C.	WQFJ484	CW	Clarksburg-Elkins, WV BTA	BTA082	9/17/16	1895-1900; 1975-1980
West Virginia PCS Alliance, L.C.	WQOI849	CF	N/A	Morgantown, WV	10/12/21	19475.0
West Virginia PCS Alliance, L.C.	WQOI850	CF	N/A	Morgantown, WV	10/12/21	17915.0
West Virginia PCS Alliance, L.C.	WQOI851	CF	N/A	Asbury, WV	10/12/21	19400.0
West Virginia PCS Alliance, L.C.	WQOI852	CF	N/A	Lewisburg, WV	10/12/21	17840.0

[6] FCC grant of license renewal application will become final on August 10, 2015.

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Expiration Date	Frequency Block
West Virginia PCS Alliance, L.C.	WQON583	CF	N/A	Lumberport, WV	11/29/21	19520.0
West Virginia PCS Alliance, L.C.	WQON584	CF	N/A	Shinnston, WV	11/29/21	17960.0
West Virginia PCS Alliance, L.C.	WQOP672	CF	N/A	Gauley Bridge, WV	12/12/21	10935.0
West Virginia PCS Alliance, L.C.	WQOQ413	CF	N/A	Fayetteville, WV	12/20/21	10895.0; 10815.0
West Virginia PCS Alliance, L.C.	WQOQ936	CF	N/A	Anstead, WV	1/03/22	11425.0; 11385.0
West Virginia PCS Alliance, L.C.	WQOV771	CF	N/A	Flemington, WV	2/10/22	11465.0
West Virginia PCS Alliance, L.C.	WQOV794	CF	N/A	Grafton, WV	2/10/22	10975.0
West Virginia PCS Alliance, L.C.	WQOW947	CF	N/A	South Elkins, WV	2/22/22	11425.0
West Virginia PCS Alliance, L.C.	WQOW948	CF	N/A	Beverly, WV	2/22/22	10935.0
West Virginia PCS Alliance, L.C.	WQPN369	CF	N/A	Grassy Meadows, WV	7/05/22	11425.0
West Virginia PCS Alliance, L.C.	WQPN498	CF	N/A	Rainelle, WV	7/06/22	10935.0
West Virginia PCS Alliance, L.C.	WQPR497	CF	N/A	Barboursville. WV	7/27/22	19425.0
West Virginia PCS Alliance, L.C.	WQPR498	CF	N/A	Huntington, WV	7/27/22	17865.0
West Virginia PCS Alliance, L.C.	WQPS248	CF	N/A	Bluefield, WV	8/01/22	11425.0
West Virginia PCS Alliance, L.C.	WQPS249	CF	N/A	Rocky Gap, WV	8/01/22	10935.0
West Virginia PCS Alliance, L.C.	WQQQ771	CF	N/A	Armore, WV	2/13/23	11642.5
West Virginia PCS Alliance, L.C.	WQQQ809	CF	N/A	Mount Care, WV	2/13/23	11152.5
West Virginia PCS Alliance, L.C.	WQQT952	CF	N/A	Charleston, WV	3/01/23	23025.0; 23125.0

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Expiration Date	Frequency Block
West Virginia PCS Alliance, L.C.	WQQT953	CF	N/A	Charleston, WV	3/01/23	21825.0
West Virginia PCS Alliance, L.C.	WQQT964	CF	N/A	Charleston, WV	3/01/23	17962.0
West Virginia PCS Alliance, L.C.	WQQT965	CF	N/A	Scott Depot, WV	3/01/23	18015.0
West Virginia PCS Alliance, L.C.	WQQT967	CF	N/A	Winfield, WV	3/01/23	17915.0
West Virginia PCS Alliance, L.C.	WQQU258	CF	N/A	Malden, WV	3/04/23	10715.0; 19525.0
West Virginia PCS Alliance, L.C.	WQQU259	CF	N/A	Scott Depot, WV	3/04/23	19575.0
West Virginia PCS Alliance, L.C.	WQRA568	CF	N/A	Mount Hope, WV	4/04/23	17965.0; 18115.0
West Virginia PCS Alliance, L.C.	WQRA569	CF	N/A	Beckley, WV	4/04/23	19525.0; 19675.0
West Virginia PCS Alliance, L.C.	WQRA570	CF	N/A	Morgantown, WV	4/04/23	17765.0; 17915.0
West Virginia PCS Alliance, L.C.	WQRA571	CF	N/A	Star City, WV	4/04/23	19325.0; 19475.0
West Virginia PCS Alliance, L.C.	WQRD872	CF	N/A	Ortin Heights, WV	4/24/23	10855.0
West Virginia PCS Alliance, L.C.	WQRD873	CF	N/A	Bancroft, WV	4/24/23	11345.0
West Virginia PCS Alliance, L.C.	WQRY471	CF	N/A	Oak Hill, WV	8/14/23	19475.0
West Virginia PCS Alliance, L.C.	WQRY475	CF	N/A	Oak Hill, WV	8/14/23	17915.0; 11305.0
West Virginia PCS Alliance, L.C.	WQRY718	CF	N/A	Oakvale, WV	8/15/23	17865.0; 17965.0
West Virginia PCS Alliance, L.C.	WQSE238	CF	N/A	Athens, WV	9/09/23	10735.0
West Virginia PCS Alliance, L.C.	WQSE382	CF	N/A	Princeton, WV	9/10/23	19425.0
West Virginia PCS Alliance, L.C.	WQSE383	CF	N/A	Scarbro, WV	9/10/23	11055.0

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Expiration Date	Frequency Block
West Virginia PCS Alliance, L.C.	WQSE384	CF	N/A	Mt. Hope, WV	9/10/23	19525.0
West Virginia PCS Alliance, L.C.	WQSE385	CF	N/A	Prosperity, WV	9/10/23	17815.0; 17965.0
West Virginia PCS Alliance, L.C.	WQSE903	CF	N/A	Sissonville, WV	9/11/23	11225.0; 11265.0
West Virginia PCS Alliance, L.C.	WQSF805	CF	N/A	Sigman, WV	9/16/23	10855.0
West Virginia PCS Alliance, L.C.	WQSF809	CF	N/A	Red House, WV	9/16/23	11305.0; 10735.0; 10815.0;10775.0
West Virginia PCS Alliance, L.C.	WQSF810	CF	N/A	Leon, WV	9/16/23	17965.0; 17915.0
West Virginia PCS Alliance, L.C.	WQSF811	CF	N/A	Liberty, WV	9/16/23	19475.0; 19575.0
West Virginia PCS Alliance, L.C.	WQSF816	CF	N/A	Ripley, WV	9/16/23	10855.0; 10815.0
West Virginia PCS Alliance, L.C.	WQSI765	CF	N/A	Leon, WV	9/25/23	18015.0; 10735.0; 10775.0
West Virginia PCS Alliance, L.C.	WQSI766	CF	N/A	Liberty, WV	9/25/23	11225.0; 11345.0; 11265.0; 11305.0
West Virginia PCS Alliance, L.C.	WQUB631	CF	N/A	Parkersburg, WV	5/28/24	19475.0; 19575.0
West Virginia PCS Alliance, L.C.	WQUB632	CF	N/A	Blennerhassett, WV	5/28/24	17915.0; 18015.0
West Virginia PCS Alliance, L.C.	WQUC509	CF	N/A	Barboursville, WV	6/03/24	19475.0; 19575.0
West Virginia PCS Alliance, L.C.	WQUC510	CF	N/A	West Pea Ridge, WV	6/03/24	18015.0; 17915.0
West Virginia PCS Alliance, L.C.	WQUF491	CF	N/A	Nitro, WV	6/23/24	10735.0; 10815.0
West Virginia PCS Alliance, L.C.	WQUF492	CF	N/A	St. Albans, WV	6/23/24	11225.0; 11305.0
West Virginia PCS Alliance, L.C.	WQUF494	CF	N/A	Kingwood, WV	6/23/24	17865.0; 17965.0
West Virginia PCS Alliance, L.C.	WQUF495	CF	N/A	Kingwood, WV	6/23/24	19525.0; 19425.0

Licensee	Call Sign	Service Code	Market Name (Market-Based Licenses Only)	Geographic Area	Expiration Date	Frequency Block
West Virginia PCS Alliance, L.C.	WQUR302	CF	N/A	Marietta, WV	9/17/24	17915.0; 18015.0; 17965.0; 18065.0
West Virginia PCS Alliance, L.C.	WQUR303	CF	N/A	Williamstown, WV	9/17/24	19575.0; 19475.0
West Virginia PCS Alliance, L.C.	WQUR304	CF	N/A	Oak Grove, WV	9/17/24	19525.0; 19625.0
West Virginia PCS Alliance, L.C.	WQVB389	CF	N/A	Huntington, WV	12/15/24	19425.0; 19525.0
West Virginia PCS Alliance, L.C.	WQVB390	CF	N/A	Huntington, WV	12/15/24	10855.0; 10775.0
West Virginia PCS Alliance, L.C.	WQVB391	CF	N/A	Huntington, WV	12/15/24	17965.0; 17865.0; 11345.0; 11265.0

Service Codes:

AW = Advanced Wireless Services (AWS)
BR = Broadband Radio Service (BRS)
CF = Microwave, Point-to-Point - Common Carrier
CW = Broadband Personal Communications Services (PCS)
MG = Microwave, Point-to-Point - Private

<u>**Wireless Licenses – Markets/Frequencies**</u>

(Excluding Point-to-Point Microwave Licenses)

(sorted by call sign)

Call Sign	**Service Code**	**Market#**	**Block**	**Market Name**	**License Area**	**Licensed Frequencies (MHz)**
B075	BR	BTA075	N/A	Charlottesville, VA BTA	Entire BTA	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
B376	BR	BTA376	N/A	Roanoke, VA BTA	Entire BTA	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
B430	BR	BTA430	N/A	Staunton-Waynesboro, VA BTA	Entire BTA	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
B479	BR	BTA479	N/A	Winchester, VA BTA	Entire BTA	2496-2502; 2618-2624; 2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614; 2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608; 2657-2662.5; 2662.5-2668; 2668-2673.5
KNLF386	CW	BTA075	C	Charlottesville, VA BTA	Entire BTA	1900-1910; 1980-1990
KNLF387	CW	BTA479	C	Winchester, VA BTA	Entire BTA	1900-1910; 1980-1990
KNLG241	CW	BTA183	D	Harrisonburg, VA BTA	Entire BTA	1865-1870; 1945-1950
KNLG674	CW	BTA100	D	Cumberland, MD BTA	Entire BTA	1865-1870; 1945-1950
KNLG675	CW	BTA082	E	Clarksburg-Elkins, WV BTA	Entire BTA	1885-1890; 1965-1970
KNLG677	CW	BTA179	E	Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA	Entire BTA	1885-1890; 1965-1970
KNLG679	CW	BTA137	F	Fairmont, WV BTA	Entire BTA	1890-1895; 1970-1975
KNLG680	CW	BTA179	F	Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA	Entire BTA	1890-1895; 1970-1975
KNLG682	CW	BTA306	F	Morgantown, WV BTA	Entire BTA	1890-1895; 1970-1975
KNLH719	CW	BTA183	E	Harrisonburg, VA BTA	Entire BTA	1885-1890; 1965-1970
WLW840	BR	P01388	F	P01388	35 Mile GSA; 37-58-57.5 N, 078-28-57.0 W	2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608
WMH388	BR	P01410	E	P01410	35 Mile GSA; 37-58-57.5 N, 078-28-57.0 W	2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614

Call Sign	Service Code	Market#	Block	Market Name	License Area	Licensed Frequencies (MHz)
WMI916	BR	P03542	1	P03542	35 Mile GSA; 38-23-36.5 N, 078-46-11.1 W	2496-2502
WMX327	BR	P02716	F	P02716	35 Mile GSA; 38-23-36.5 N, 078-46-11.1 W	2640.5-2646; 2646-2651.5; 2651.5-2657; 2602-2608
WMX331	BR	P01483	E	P01483	35 Mile GSA; 38-23-36.5 N, 078-46-11.1 W	2624-2629.5; 2629.5-2635; 2635-2640.5; 2608-2614
WMX366	BR	P03549	H	P03549	35 Mile GSA; 38-23-36.5 N, 078-46-11.1 W	2657-2662.5; 2662.5-2668; 2668-2673.5
WNTH948	BR	P03595	H	P03595	35 Mile GSA; 37-58-57.5 N, 078-28-57.0 W	2657-2662.5; 2662.5-2668; 2668-2673.5
WPOH982	CW	MTA023	B	Richmond-Norfolk MTA	Danville, VA BTA; Lynchburg, VA BTA; Martinsville, VA BTA; Roanoke, VA BTA; Staunton-Waynesboro, VA BTA; and Richmond-Petersburg, VA BTA (in the following counties only within the BTA: Brunswick, VA and Mecklenburg, VA)	1870-1885; 1950-1965
WPOH986	CW	MTA018	B	Cincinnati-Dayton MTA	Beckley, WV BTA; Bluefield, WV BTA; Charleston, WV BTA; Huntington, WV-Ashland, KY BTA; Logan, WV BTA; Portsmouth, OH BTA; and Williamson, WV-Pikeville, KY BTA	1870-1885; 1950-1965
WPOJ709	CW	BTA012	C	Altoona, PA BTA	Entire BTA	1895-1902.5; 1975-1982.5
WPOJ710	CW	BTA100	C	Cumberland, MD BTA	Entire BTA	1895-1900; 1975-1980
WPOJ711	CW	BTA137	C	Fairmont, WV BTA	Entire BTA	1895-1910; 1975-1990
WPOJ712	CW	BTA306	C	Morgantown, WV BTA	Entire BTA	1895-1902.5; 1975-1982.5
WPOJ713	CW	BTA342	C	Parkersburg, WV-Marietta, OH BTA	Entire BTA	1895-1910; 1975-1990
WPOJ714	CW	BTA471	C	Wheeling, WV BTA	Entire BTA	1895-1902.5; 1975-1982.5
WPTT275	CW	MTA038	A	Columbus MTA	Athens, OH BTA Chillicothe, OH BTA Zanesville-Cambridge, OH BTA	1857.5-1860; 1937.5-1940, except in the following counties within the Zanesville-Cambridge, OH BTA where the licensee holds 1857.5-1865; 1937.5-1945 instead: Guernsey, OH Muskingum, OH Noble, OH
WPTT276	CW	MTA018	A	Cincinnati-Dayton MTA	Charleston, WV BTA (in the following counties only within the BTA: Braxton, WV; Clay, WV; Nicholas, WV; Pocahontas, WV and Webster, WV)	1860-1865; 1940-1945

Call Sign	Service Code	Market#	Block	Market Name	License Area	Licensed Frequencies (MHz)
WPTT277	CW	MTA038	A	Columbus MTA	Athens, OH BTA Chillicothe, OH BTA Zanesville-Cambridge, OH BTA (in the following counties only within the BTA: Morgan, OH and Perry, OH)	1860-1865; 1940-1945
WPTT278	CW	MTA018	A	Cincinnati-Dayton MTA	Charleston, WV BTA (in the following counties only within the BTA: Boone, WV; Jackson, WV Lincoln, WV; Mason, WV and Roane, WV)	1860-1865; 1940-1945
WQFJ484	CW	BTA082	C	Clarksburg-Elkins, WV BTA	Entire BTA	1895-1900; 1975-1980
WQGD653	AW	CMA157	A	Roanoke, VA CMA	Entire CMA	1710-1720; 2110-2120
WQGD654	AW	CMA203	A	Lynchburg, VA CMA	Entire CMA	1710-1720; 2110-2120
WQGD655	AW	CMA256	A	Charlottesville, VA CMA	Entire CMA	1710-1720; 2110-2120
WQGD656	AW	CMA683	A	Virginia 3 – Giles CMA	Entire CMA	1710-1720; 2110-2120
WQGD657	AW	CMA684	A	Virginia 4 – Bedford CMA	Entire CMA	1710-1720; 2110-2120
WQGD658	AW	CMA685	A	Virginia 5 – Bath CMA	Entire CMA	1710-1720; 2110-2120
WQGD659	AW	CMA686	A	Virginia 6 – Highland CMA	Entire CMA	1710-1720; 2110-2120

Service Codes:
AW = Advanced Wireless Services (AWS)
BR = Broadband Radio Service (BRS)
CW = Broadband Personal Communications Services (PCS)

SECTION 5.3(d)

FCC Matters

Field Strength Agreements/Interference Consents:

1. Extension Agreement, dated August 18, 2000, between Richmond 20 Mhz and Triton PCS, Inc.

2. Extension Agreement, dated August 18, 2000, between Virginia PCS Alliance, L.C. and Triton PCS (ST 106)

3. Extension Agreement, dated August 18, 2000, between Virginia PCS Alliance, L.C. and Triton PCS, Inc. (ST 110)

4. Extension Agreement, dated August 17, 2001, between Devon Mobile Communications, L.P. and Virginia PCS Alliance, L.C.

5. Extension Agreement, dated September 20, 2001, between Virginia PCS Alliance, L.C. and Devon Mobile Communications, L.P.

6. PCS Service Area Boundary Field Strength Limit Agreement, dated October 21, 2003, between Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless and NTELOS Inc., R&B Communications, Inc. and Hardy telecommunications, Inc. as Tenants-in-Common

7. PCS Field Strength Coordination Agreement, dated March 31, 2005, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS

8. PCS Field Strength Coordination Agreement, dated July 28, 2005, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS

9. PCS Field Strength Coordination Agreement, dated September 28, 2005, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Bunker Hill)

10. PCS Field Strength Coordination Agreement, dated September 28, 2005, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Everett)

11. PCS Field Strength Coordination Agreement, dated December 21, 2005, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Breezewood)

12. PCS Field Strength Coordination Agreement, dated December 21, 2005, between Cellco Partnership, d/b/a Verizon Wireless (Everett)

13. PCS Field Strength Coordination Agreement, dated October 16, 2006, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Tygart Lake)

14. PCS Field Strength Coordination Agreement, dated February 7, 2007, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Belgium)

15. PCS Field Strength Coordination Agreement, dated February 7, 2007, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Fetterman)

16. PCS Field Strength Coordination Agreement, dated February 7, 2007, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Grafton)

17. PCS Field Strength Coordination Agreement, dated February 7, 2007, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Maple Lake)

18. PCS Field Strength Coordination Agreement, dated February 7, 2007, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (McAlpin)

19. PCS Field Strength Coordination Agreement, dated February 7, 2007, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS (Shinnston)

20. PCS Service Area Boundary Field Strength Coordination Agreement, dated July 5, 2007, between Cellco Partnership and West Virginia PCS Alliance, L.C.

21. PCS Service Area Boundary Field Strength Coordination Agreement, dated November 30, 2007, between West Virginia PCS Alliance, L.C. and Cellco Partnership, d/b/a Verizon Wireless (I-79 State Line)

22. PCS Service Area Boundary Field Strength Coordination Agreement, dated November 30, 2007, between West Virginia PCS Alliance, L.C. and Cellco Partnership, d/b/a Verizon Wireless (Boothsville)

23. PCS Service Area Boundary Field Strength Coordination Agreement, dated November 30, 2007, between West Virginia PCS Alliance, L.C. and Cellco Partnership, d/b/a Verizon Wireless (Kingmont)

24. PCS Service Area Boundary Field Strength Coordination Agreement, dated November 30, 2007, between West Virginia PCS Alliance, L.C. and Cellco Partnership, d/b/a Verizon Wireless (Monongah)

25. PCS Service Area Boundary Field Strength Coordination Agreement, dated August 20, 2008, between West Virginia PCS Alliance, L.C. and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Asbury Gap)

26. PCS Service Area Boundary Field Strength Coordination Agreement, dated August 20, 2008, between West Virginia PCS Alliance, L.C., d/b/a NTELOS and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Dry Town)

27. PCS Service Area Boundary Field Strength Coordination Agreement, dated August 20, 2008, between West Virginia PCS Alliance, L.C., d/b/a NTELOS and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Never More)

28. PCS Service Area Boundary Field Strength Coordination Agreement, dated August 20, 2008, between West Virginia PCS Alliance, L.C., d/b/a NTELOS and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Strong)

29. PCS Service Area Boundary Field Strength Coordination Agreement, dated September 4, 2009, between Cellco Partnership, d/b/a Verizon Wireless and West Virginia PCS Alliance, L.C.

30. PCS Service Area Boundary Field Strength Coordination Agreement, dated October 11, 2010, between Cellco Partnership, d/b/a Verizon Wireless and NTELOS Inc. (Big Otter)

31. PCS Service Area Boundary Field Strength Coordination Agreement, dated October 11, 2010, between Cellco Partnership, d/b/a Verizon Wireless and West Virginia PCS Alliance, L.C. (Burnsville)

32. PCS Service Area Boundary Field Strength Coordination Agreement, dated October 11, 2010, between Cellco Partnership, d/b/a Verizon Wireless and West Virginia PCS Alliance, L.C. (Tulley Ridge)

SECTION 5.3(e)

FCC Matters

1. The Other nTelos Spectrum Leases (other than any Other nTelos Spectrum Lease that is terminated or expired as of the Closing).

SECTION 5.5

Shentel Entities

1. Virginia PCS Alliance, L.C. has three minority owners (MGW Communications, Inc., New Hope Telephone Co. and HardyNet, Inc.) that collectively own less than 3% of the outstanding common membership units.

SECTION 5.7(d)

Agreements, Contracts and Commitments

1. The Other nTelos Spectrum Leases (other than any Other nTelos Spectrum Lease that is terminated or expired as of the Closing).

EXHIBIT A

SPECTRUM ASSIGNMENT DOCUMENTATION

THIS SPECTRUM ASSIGNMENT DOCUMENTATION (this "Instrument"), dated as of _______________, 20__, is by and between ____________________, a ____________________ ("Assignor"), and SprintCom, Inc., a Kansas corporation ("Sprint"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Master Agreement (defined below).

A. Shenandoah Personal Communications, LLC, a Virginia limited liability company ("Shentel"), and Sprint entered into that certain Master Agreement on August 10, 2015 (the "Master Agreement"), pursuant to which Shentel agreed to cause nTelos and its Affiliates to assign, transfer, deliver, and convey to Sprint, and Sprint agreed to acquire, all of such parties' right, title, and interest in and to the FCC Licenses;

B. Shentel and Sprint have filed applications as are required to be filed with the FCC to obtain the FCC's approval for the Transactions, including the assignment of the FCC Licenses held by Assignor (as set forth in Section 5.3(a) of the Shentel Disclosure Schedule of the Master Agreement) (the "Licenses") from Assignor to Sprint; and

C. The FCC has granted such approval.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants, conditions, and agreements hereinafter set forth, the parties agree as follows:

1. Assignment. Pursuant to Section 6.2(b)(i) of the Master Agreement, effective as of the Effective Time, Assignor assigns, transfers, delivers, and conveys to Sprint, its successors, and assigns forever, all right, title, and interest of Assignor in and to the Licenses, free and clear of all Liens. Sprint hereby assumes from Assignor the payment, discharge, and performance of all liabilities and obligations relating to periods after the Effective Time under or with respect to the Licenses, including, without limitation, any liabilities or obligations relating to periods after the Effective Time based on any Law, FCC Rule or applicable state regulatory commission or any other Governmental Entity to which the Licenses are subject.

2. Terms of Master Agreement Control. Nothing contained in this Instrument will in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions of the Master Agreement, including the warranties, covenants, agreements, conditions, and representations contained in the Master Agreement and, in general, any of the rights and remedies, obligations, and indemnification obligations of Shentel or Sprint set forth in the Master Agreement.

3. Miscellaneous. This Instrument is executed pursuant to the Master Agreement, and will be governed by and in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of law.

4. Counterparts. This Instrument may be executed in one or more counterparts, which may be delivered by facsimile or e-mail transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Sprint have executed and delivered this Spectrum Assignment Documentation as of the date first above written.

ASSIGNOR:

____

By: _________________________________
Name: _________________________________
Title: ___________________________________

SPRINT:

SPRINTCOM, INC.

By: ____________________________________
Name: _________________________________
Title: ___________________________________

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of _______________, 20__, is by and between ____________________, a ____________________ ("Assignor"), and SprintCom, Inc., a Kansas corporation ("Sprint"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Master Agreement (defined below).

Shenandoah Personal Communications, LLC, a Virginia limited liability company ("Shentel"), and Sprint entered into that certain Master Agreement on August 10, 2015 (the "Master Agreement"), pursuant to which Shentel agreed to cause its applicable Affiliates to assign, transfer, deliver, and convey to Sprint, and Sprint agreed to acquire and assume, all of such parties' right, title, and interest in and to certain agreements, relationships, and other data and information, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants, conditions, and agreements hereinafter set forth, the parties agree as follows:

1. Assignment. Pursuant to Section 6.2(c) of the Master Agreement, effective as of the Effective Time, Assignor assigns, transfers, delivers, and conveys to Sprint, its successors and assigns forever, free and clear of all Liens, all right, title, and interest of Assignor in and to the following (collectively, "Assumed Contracts and Related Information"): except with respect to the Excluded Contracts, (A) Assignor's customer relationship with (1) all individual subscribers (I) whose contracts for service are with nTelos or any Affiliate of nTelos; (II) who are directly liable under such contracts; and (III) who are Homed to the nTelos Footprint, including the Former nTelos Retail Customers (the "Individual Customers"), and (2) any enterprise or public sector subscriber located in the nTelos Footprint whose contracts for service are with nTelos or any Affiliate of nTelos (each, an "Enterprise Customer," and, together with the Individual Customers, the "Customers"), (B) all written agreements with Individual Customers and the Enterprise Customers (the "Enterprise Customer Agreements" and, together with the written agreements with the Individual Customers, the "Customer Agreements"), (C) any interest of Assignor in the NPA-NXXs associated with the Customers, including without limitation any unused NPA-NXX blocks for the nTelos Business, (D) any interest of Assignor in the Mobile Block Identifier, Transmitted System Identifier and System Identifier/Billing Identifier information (I) associated with the Customers or (II) used by nTelos or any of its Affiliates to provide roaming services and roaming settlements for the nTelos Business, (E) the right of Assignor to receive payments from such Customers pursuant to any such Customer Agreements for service rendered on and after the Effective Time, (F) all claims, deposits, prepayments, prepaid assets, accruals in respect of loyalty reward points, refunds, causes of action, rights of recovery, rights of setoff and rights of recoupment with respect to Customers, and (G) copies of all information and data compiled by nTelos or its Affiliates' customer service center(s) from and after January 1, 2014, excluding Customer invoices and other immaterial information and data, to the extent available electronically to nTelos's customer service

representatives and able to be transferred to Sprint under applicable Law, with respect to Customers.

2. Assumption. Effective as of the Effective Time, Sprint accepts and assumes from Assignor the payment, discharge, and performance of all liabilities and obligations relating to the periods after the Effective Time under the Customer Agreements (collectively, the "Customer Assumed Liabilities").

3. Terms of Master Agreement Control. Nothing contained in this Agreement will in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions of the Master Agreement, including the warranties, covenants, agreements, conditions, and representations contained in the Master Agreement and, in general, any of the rights and remedies, obligations, and indemnification obligations of Shentel or Sprint set forth in the Master Agreement.

4. Miscellaneous. This Agreement is executed pursuant to the Master Agreement, and will be governed by and in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of law.

5. Counterparts. This Agreement may be executed in one or more counterparts, which may be delivered by facsimile or e-mail transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Limitations. Notwithstanding any provision hereof to the contrary, the parties acknowledge and agree that (A) the Assumed Contracts and Related Information do not include any Excluded Contracts and (B) the Assumed Liabilities do not include any Excluded Liabilities.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Sprint have executed and delivered this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

____

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

SPRINT:

SPRINTCOM, INC.

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

EXHIBIT C

MUTUAL TERMINATION OF AMENDED AND RESTATED RESALE AGREEMENT

THIS MUTUAL TERMINATION OF AMENDED AND RESTATED RESALE AGREEMENT (this "Termination") is made and entered into as of _______________, 20__ by and among West Virginia PCS Alliance, L.C. ("West Virginia PCS"), Virginia PCS Alliance, L.C. ("Virginia PCS"), NTELOS Inc. ("NTELOS"), Sprint Spectrum L.P. ("Sprint"), and those Affiliates of Sprint set forth on the signature pages hereto (each, a "Sprint Affiliate" and, collectively, "Sprint Affiliates"). Each of West Virginia PCS, Virginia PCS, NTELOS, Sprint, and each Sprint Affiliate may be referred to herein as a "Party" and collectively as the "Parties."

A. The Parties entered into that certain Amended and Restated Resale Agreement, dated as of May 1, 2014, as amended (the "Resale Agreement");

B. Shenandoah Personal Communications, LLC ("Shentel") and SprintCom, Inc. entered into that certain Master Agreement on August 10, 2015 (the "Master Agreement"), which, among other things, provides for the termination of the Resale Agreement; and

C. The Parties now desire to mutually terminate the Resale Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Mutual Termination. The Resale Agreement is hereby mutually cancelled and terminated and shall be of no further force or effect, effective immediately prior to the Effective Time.

2. Final Financial Reconciliation. Simultaneously with the execution of this Termination, each Party acknowledges receipt of all payments and other amounts, if any, due to such Party from any other Party pursuant to the terms and conditions of the Resale Agreement.

3. Entire Agreement. This Termination supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter of this Termination and the Resale Agreement, and contains all the covenants and agreements among the Parties with respect to the same.

4. Governing Law. The terms of this Termination shall be governed by and in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of law.

5. Counterparts. This Termination may be executed in one or more counterparts, which may be delivered by facsimile or e-mail transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed this Mutual Termination of Amended and Restated Resale Agreement as of the date first written above.

WEST VIRGINIA PCS:

West Virginia PCS Alliance, L.C.

By:____________________________________
Name: __________________________________
Title:____________________________________

VIRGINIA PCS:

Virginia PCS Alliance, L.C.

By:____________________________________
Name: __________________________________
Title:____________________________________

NTELOS:

NTELOS Inc.

By:____________________________________
Name: __________________________________
Title:____________________________________

SPRINT:

Sprint Spectrum L.P.

By:____________________________________
Name: __________________________________
Title:____________________________________

<u>SPRINT AFFILIATES</u>:

SprintCom, Inc.,
American PCS Communications, LLC,
Sprint Telephony PCS, L.P.,
PhillieCo, L.P.,
UbiquiTel Operating Company,
Georgia PCS Management, LLC,
Louisiana Unwired, LLC,
Texas Unwired,
Independent Wireless One Corporation,
Northern PCS Services, L.L.C.,
Gulf Coast Wireless Limited Partnership,
Enterprise Communications Partnership,
AirGate PCS, Inc.,
Alamosa Missouri, LLC,
Washington Oregon Wireless, LLC,
Southwest PCS, L.P.,
Texas Telecommunications, LP,
Alamosa Wisconsin Limited Partnership,
iPCS Wireless, Inc.,
Horizon Personal Communications, Inc.,
Bright Personal Communications Services, LLC,
Virgin Mobile USA, L.P.,
Assurance Wireless of South Carolina, LLC,
Clearwire Communications LLC,
Clear Wireless LLC

By:_________________________________
Name: ______________________________
Title:_________________________________

ADDENDUM XVIII
TO
SPRINT PCS MANAGEMENT AGREEMENT

Manager: **Shenandoah Personal Communications, LLC**

Service Area: **Altoona, PA BTA #12**
Beckley, West Virginia BTA #35
Bluefield, West Virginia BTA #48
Charleston, West Virginia BTA #73
Charlottesville, Virginia BTA #75
Clarksburg—Elkins, West Virginia #82
Danville, Virginia BTA #104
Fairmont, West Virginia BTA #137
Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA #179
Harrisburg, PA BTA #181
Harrisonburg, VA BTA #183
Huntington, West Virginia--Ashland, Kentucky BTA #197 (excludes Gallia County, OH or Greenup County, KY)
Lynchburg, Virginia BTA #266
Martinsville, Virginia BTA #284
Morgantown, West Virginia BTA #306
Roanoke, Virginia BTA #376
Staunton--Waynesboro, Virginia #430
Washington, DC (Jefferson County, WV only) BTA#461
Winchester, VA BTA #479
York-Hanover, PA BTA #483

This Addendum XVIII, dated as of August 10, 2015, contains certain additional and supplemental terms and provisions to that certain Sprint PCS Management Agreement and the Sprint PCS Services Agreement, each entered into as of November 5, 1999, by the same parties as this Addendum (or their predecessors in interest), excluding, however, SprintCom, Inc., a Kansas corporation ("SprintCom"), which is becoming a party to the Management Agreement by entering into this Addendum. The Management Agreement and the Services Agreement were previously amended by Addenda I-XVII (as so amended, the "**Management Agreement**" and the "**Services Agreement,**" respectively). The terms and provisions of this Addendum control, supersede and amend any conflicting terms and provisions contained in the Management Agreement and the Services Agreement. Except for express modifications made in this Addendum, the Management Agreement and the Services Agreement continue in full force and effect.

Capitalized terms used and not otherwise defined in this Addendum have the meanings ascribed to them in the Management Agreement or the Services Agreement. Section and Exhibit references are to Sections and Exhibits of the Management Agreement or the Services Agreement, as applicable, unless otherwise noted.

Shenandoah Telecommunications Company, a Virginia corporation and the owner of all the outstanding equity in Manager ("Parent"), Gridiron Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and NTELOS Holding Corp., a Delaware corporation ("nTelos") entered into a certain Agreement and Plan of Merger of even date herewith ("Merger Agreement"). Subsequent to the execution of this Addendum, the transaction described in the Merger Agreement is expected to close and Merger Sub will merge with and into nTelos, with nTelos surviving the merger as a wholly owned subsidiary of Parent and a Related Party of Manager.

SprintCom and Manager have entered into a certain Master Agreement of even date herewith ("Master Agreement"). The Master Agreement provides, among other things, that upon the closing of the transaction contemplated in the Merger Agreement (the "Merger Closing Date"), the Management Agreement will be amended to expand the Service Area to include a portion of the geographic area in which nTelos currently provides wireless communications services ("nTelos Expansion Area") and to make additional spectrum available to Manager.

This Addendum is effective on the date written above (the "Effective Date"), except for the provisions specifically identified herein as becoming effective on the Merger Closing Date.

On the Effective Date, the parties agree as follows:

1. **Transfer of nTelos Assets.** Within 30 days after the Merger Closing Date, Manager will cause the assets held by nTelos that are used to provide wireless services in the nTelos Expansion Area to be conveyed to Manager and to become part of the Service Area Network and will provide evidence of all such conveyances to Sprint PCS.

2. **Amounts Payable by Manager**. The last paragraph of Section 1.1 of the Management Agreement is amended to read as follows:

   Subject to the terms and conditions of this agreement, including, without limitation, Sections 1.9, 9.5 and 12.1.2, Sprint PCS has the right to unfettered access to the Service Area Network to be constructed by Manager under this Agreement. Except with respect to the payment obligations under Sections 1.4, 1.9.2, 1.10, 3.1.7, 3.8, 4.4, 9.3, 10.2, 10.4, 10.5, 10.6, 10.8, 10.9, 12.1.2 and Article XIII of this agreement, Sections 2.1.1(d), 2.1.2(b), 3.2, 3.3, 3.4, 5.1.2, 3.5 and Article VI of the Services Agreement and any payments arising as a result of any default of the parties' obligations under this Agreement and the Services Agreement, any payments arising from the exercise of a purchase option by either party, the Fee Based on Billed Revenue described in Section 10.2.1 of this Agreement, the Prepaid Management Fee described in Section 10.2.7.3 of this Agreement, the LTE Fee described in Section 10.2.7.4 of this Agreement, the Command Center Fee described in Section 10.2.7.5 of this Agreement and the Net Service Fee, the Prepaid CPGA Fee, Prepaid CCPU Fees and LTE Data Core Services Fee described in the Services Agreement, the amounts payable by Manager under Sections 14 and 24 of Addendum XVIII to the Management Agreement and the amounts payable by Manager or Sprint PCS under Section 5 of Addendum XVIII will constitute the only payments between the parties under the Management Agreement, the Services Agreement and the Trademark License Agreements.

3. **Service Area.** Effective on the Merger Closing Date, Manager's existing Service Area (the "Legacy Service Area") is hereby expanded to include the nTelos Expansion Area, which area is more particularly described in the attached Exhibit A.

4. **Build Out Area.** Effective on the Merger Closing Date, the current Build Out Plan Table, Build Out Plan Description and Build Out Plan Map attached as Schedule 2.1 to the Management Agreement are amended to include the Build Out Plan Table, Build Out Plan Description and Build Out Plan Map described in the attached Exhibit B. Manager will, at its sole cost and expense, update, configure and thereafter maintain and support the nTelos Expansion Area as part of the Service Area Network in accordance with (a) the attached Build Out Plan Table, Build Out Plan Description and Build Out Plan Map, (b) all Program Requirements adopted by Sprint PCS, and (c) all applicable federal and local laws and regulations (the "nTelos Update"). As long as network performance meets or exceeds all applicable Network Program Requirements, Manager will not be required to modify the configuration of any cell sites in the nTelos Expansion Area that exist on the Merger Closing Date where nTelos has already deployed 4G LTE service using a dual base station configuration. Manager may also continue to deploy the dual base station configuration for all cell sites in the nTelos Expansion Area where engineering, site leasing, permitting, zoning, or construction work has already started as of the Merger Closing Date. All other cell sites to be constructed in the nTelos Expansion Area will be constructed by Manager using the single base station model deployed during Network Vision Updates. Manager shall have the option to consolidate the existing nTelos switching locations. Sprint PCS will support a switch consolidation and interconnect with the switching location(s) in the nTelos Expansion Area in the same manner as Sprint PCS does for the existing Shentel switch locations in the Legacy Service Area, unless otherwise mutually agreed upon in writing by Manager and Sprint PCS. Manager will use its best efforts to complete the nTelos Update by May 31, 2018 or sooner if required due to license requirements (the "nTelos Target Completion Date"), it being understood that matters that are not within the reasonable control of Manager, including, without limitation, availability of equipment and determinations of governmental authorities with respect to zoning and land use, but excluding financial inability, may affect Manager's ability to complete the build out of the nTelos Expansion Area by the nTelos Target Completion Date. If Manager fails to complete the build out of the nTelos Expansion Area by the nTelos Target Completion Date, it will continue to use best efforts to achieve completion as soon as practicable thereafter.

5. **2.5 GHz Spectrum Update.** Commencing on the Effective Date, Manager will, at its sole cost and expense, update, configure and thereafter maintain and support the Service Area Network including the nTelos Expansion Area to enable and provide the use of 2.5 GHz spectrum technology and services in accordance with (a) the build plan attached hereto as Exhibit C ("2.5 GHz Build Plan"), (b) all Program Requirements adopted by Sprint PCS, and (c) all applicable federal and local laws and regulations (the "2.5 GHz Spectrum Update"). The Parties acknowledge that the attached 2.5 GHz Build Plan will be supplemented by Manager no later than December 31, 2016 to include the nTelos Expansion Area and will be

subject to Sprint PCS approval. As part of the 2.5 GHz Spectrum Update, Manager will update and configure a minimum of 250 base stations in the aggregate in the Legacy Service Area and the nTelos Expansion Area (the exact number and location of which will be mutually determined by Manager and Sprint PCS) to be capable of providing 2.5 GHz spectrum services in the 2.5 GHz Spectrum Range (as hereinafter defined). Manager will deploy the 2.5 GHz Spectrum Update in a manner consistent in quality, design and performance with Sprint PCS' deployment of its own corresponding 2.5 GHz update in areas with similar demographics and geographic characteristics. Manager will use its best efforts to complete the 2.5 GHz Spectrum Update (a) for the Legacy Service Area by the later of December 31, 2016 or sooner if required due to license requirements; and (b) for the nTelos Expansion Area, by the later of December 31, 2018 or sooner if required due to license requirements (collectively, the "2.5GHz Target Completion Date"); provided, however, if adequate spectrum in the Spectrum Deficient Areas (as defined below) has not been obtained by December 31, 2015, Manager has a commercially reasonable period after the adequate spectrum has been obtained in the Spectrum Deficient Areas (but in no event longer than the time period required to meet any applicable licensing requirements) to complete the 2.5 GHz Spectrum Update in the Spectrum Deficient Areas. If Manager fails to complete the 2.5 GHz Spectrum Update by the 2.5 GHz Target Completion Date, it will continue to use best efforts to achieve completion as soon as practicable thereafter.

Beginning on the Effective Date, Sprint PCS will make available to Manager in the Legacy Service Area the 2.5 GHz spectrum that is either licensed to or leased by Sprint PCS or a Related Party of Sprint PCS ("2.5 GHz Spectrum Lease") as designated in the attached Exhibit D (the "2.5 GHz Spectrum"), subject to any applicable regulatory approvals or licensee consent. In addition, Sprint PCS will exercise commercially reasonable efforts to obtain adequate spectrum in the Winchester, Virginia; Harrisonburg, Virginia; and Martinsburg, West Virginia markets ("Spectrum Deficient Areas") to allow Manager to provide 2.5 GHz spectrum services and will make available to Manager any spectrum that it obtains in such markets promptly following the date of acquisition of such spectrum. Beginning on the Merger Closing Date, Sprint PCS will make available to Manager adequate spectrum in the 2.5 GHz Spectrum Range necessary to allow Manager to provide 2.5 GHz spectrum services in the nTelos Expansion Area. Nothing stated herein shall require Sprint PCS to renew any 2.5 GHz Spectrum Lease if Sprint PCS determines in its reasonable sole discretion after consultation with Manager that such 2.5 GHz Spectrum Lease is not needed to meet the 2.5 GHz Build Plan or future expected demand. In addition, if any 2.5 GHz Spectrum Lease is subject to renewal and the renewal lease rate exceeds the rate Sprint PCS or a Related Party of Sprint PCS pays as of the Effective Date ("Current Lease Rate"), (a) Sprint PCS will pay for any incremental increase up to 50% of the Current Lease Rate, (b) Manager will reimburse Sprint PCS for any incremental increase in excess of 50% of the Current Lease Rate up to and including 100% of such incremental increase, and (c) Sprint PCS and Manager will share equally in any incremental increase in excess of 100% of the Current Lease Rate and Manager will reimburse Sprint PCS for its share of such additional increase.

6. **Waiver**. The build out obligations set forth in Sections 4 and 5 of this Addendum supersede any contrary provisions in the Management Agreement and, to the extent applicable,

Manager hereby specifically waives any rights under Sections 2.5 and 9.3 of the Management Agreement to decline to implement changes to Program Requirements associated with the build out obligations described in Sections 4 and 5 of this Addendum. It is understood and agreed that the although the provisions of Section 2.5 and 9.3 of the Management Agreement are waived with respect to the build out obligations set forth in Sections 4 and 5 of this Addendum, other changes to Program Requirements not relating to such build out obligations will be subject to Section 2.5 and 9.3 of the Management Agreement, to the extent applicable.

7. **Exclusivity.** Section 2.3(a) of the Management Agreement is deleted in its entirety and replaced with the following:

   2.3 Exclusivity

   (a) Subject only to the exceptions set forth in Section 2.3(a)-(d), Manager will be the only person or entity that is a manager, operator or provider of wireless services for Sprint PCS and its Related Parties in the Service Area as set forth in the attached Exhibit D. Such exclusivity shall continue following the Effective Date with respect to the Legacy Service Area, and shall commence on the Merger Closing Date with respect to the nTelos Expansion Area.

   The amount of spectrum in the 800 MHz Spectrum Range made available to Manager by Sprint PCS may vary between BTAs based on re-banding schedules, conflicts with local incumbents, regulatory approvals, and other factors. Sprint PCS will notify Manager in writing of specific spectrum availability in each BTA as additional portions of the 800 MHz Spectrum Range become available. Manager agrees to comply with all FCC rules related to interference mitigation in the 800 MHz Spectrum Range. Sprint PCS will notify Manager in writing of specific 2.5 GHz Spectrum availability in each BTA as determined by Sprint PCS in accordance with Section 5 of Addendum XVIII as of the Effective Date and thereafter as additional portions of the 2.5 GHz Spectrum Range become available. Manager agrees to comply with all FCC rules related to interference mitigation and all FCC rules related to spectrum leasing in the 2.5 GHz Spectrum Range. The rights to manage, operate and provide wireless services utilizing the spectrum ranges set forth in Exhibit D are collectively referred to as the "Exclusive Rights." Neither Sprint PCS nor any of its Related Parties will permit any other person or entity to manage, operate or provide wireless services for Sprint PCS and/or its Related Parties in the Service Area in violation of the Exclusive Rights, except that Sprint PCS and its Related Parties may enter into roaming arrangements with other parties and Sprint PCS and its Related Parties may offer or may enter into arrangements with third parties to offer unlicensed Wi-Fi, satellite, wireless backhaul and fixed wireless broadband wireless services in the Service Area using spectrum not now or in the future used or to be used in providing Sprint PCS service.

8. **Competing Transaction.** Section 2.3(d)(ii) of the Management Agreement is deleted in its entirety and replaced with the following:

(ii) Notwithstanding anything in this Agreement to the contrary, if Sprint PCS or any Related Party of Sprint PCS publicly announces the signing of a definitive agreement with respect to any merger, tender or exchange offer, acquisition or other business combination transaction that would result in Sprint PCS or a Related Party of Sprint PCS acquiring, being acquired by, merging with or otherwise combining with an entity or entities (the "Acquired Entity") that is operating a wireless network and providing wireless services that overlaps with any part of the Service Area (a "Competing Transaction" and, the portion of any overlap, a "Competing Network")), regardless of whether such Competing Transaction constitutes a breach under this Agreement and without either Sprint PCS or Manager acknowledging that the Competing Transaction would constitute a breach, Manager agrees not to file any claim or action against Sprint PCS or its Related Parties with respect to such Competing Transaction so long as:

(A) the competing businesses are operated on an independent, stand-alone and status quo basis;

(B) Sprint PCS and its Related Parties do not take any action relating to the abandonment or material diminution of (i) the Sprint PCS brands used in connection with the operation of the Sprint PCS Network prior to such Competing Transaction, unless Manager is granted the right to use any successor or replacement brands under the same terms and conditions as Manager's use of the Licensed Marks under the Trademark License Agreements, or (ii) the Sprint PCS Products and Services or the Sprint PCS Network; and

(C) neither Sprint PCS nor, after the closing of the Competing Transaction, the Acquired Entity implements any marketing or advertising campaign that is targeted to Customers in the Service Area with the intention of encouraging those Customers to switch to the Acquired Entity's network. This subsection is not intended to preclude Sprint PCS, the Acquired Entity or their Related Parties from running television ads, print ads, radio ads, billboards or other general forms of marketing that may reach Customers in the Service Area as part of the general public, provided that such marketing is not specifically targeted at only Customers in the Service Area.

The conditions described in (A), (B) and (C) above are referred to as the "Operating Requirements."

For a period ending 180 days after the closing of the Competing Transaction, Sprint PCS or its Related Parties will negotiate in good faith with Manager the terms and conditions of a mutually acceptable addendum to this Agreement addressing the Competing Transaction. If Sprint PCS or its Related Parties and Manager are unable to enter into a mutually acceptable addendum during such 180 day period, then the Acquired Entity may continue to operate the Competing Network in the Service Area. Manager agrees not to file any claim or action against Sprint PCS or its Related Parties with respect to such Competing Transaction so long as the Operating Requirements continue to be met. However, Sprint PCS must provide

Manager not less than 90 days advance written notice if Sprint PCS subsequently determines that:

(A) it is going to take any action to abandon or materially diminish the nationwide Sprint PCS Network existing prior to consummation of the Acquired Entity Transaction, including converting from a CDMA/LTE Network to a non-compatible network technology used by the Acquired Entity (a "Network Technology Conversion");

(B) to (i) retire or materially diminish use of the Sprint Brand or Brands in favor of brands used by the Acquired Entity; (ii) retire or materially diminish the Acquired Entity brand or brands in favor of the Sprint brand; or (iii) implement a new brand or brands that will be jointly used by Sprint PCS and the Acquired Entity (a "Brand Conversion"); or

(C) it will be discontinuing operating the competing businesses on an independent, stand-alone and status quo basis and will commence operating all or material portions of the business on a combined basis ("Combination Conversion").

Upon delivery of a notification of either a Network Technology Conversion, a Brand Conversion, or a Combination Conversion (or any combination thereof),Sprint PCS will not be deemed to be in default under the Management Agreement, the Services Agreement or any License Agreement arising from the event described in such notice (provided that Sprint PCS complies with its obligations described below in this Section 2.3(d)(ii)) and Manager agrees not to file any claim or action against Sprint PCS or its Related Parties with respect to such Conversion Notice or the actions described in the Conversion Notice. The Parties acknowledge, agree and specifically intend that notwithstanding anything to the contrary contained in the Management Agreement, the Services Agreement or any License Agreement, upon delivery of a Conversion Notice, the process of negotiation and the series of options set forth in in the remainder of this subparagraph 2.3(d)(ii) shall service as the sole and exclusive procedure for resolving the disposition or ongoing nature of the relative interests of Sprint PCS and Manager under the Management Agreement, the Services Agreement and the License Agreements. Immediately following the delivery of a Conversion Notice, Sprint PCS and Manager will negotiate in good faith for a period of 90 days the terms of an addendum to this Agreement, which would include mutually agreeable terms and conditions relating to such a conversion, including without limitation:

(X) In the case of a Network Technology Conversion, Manager's conversion of its network to be compatible with the Sprint PCS Network (as such network will be converted) pursuant to plans and specifications, performance standards and a timeline mutually agreed to by the parties. Sprint PCS will use commercially reasonable efforts to facilitate discussions between the Acquired Entity and Manager concerning the purchase by Manager of the network assets and customers of the Acquired Entity (including transfer of subscribers) located within the Service Area.

(Y) In the case of a Brand Conversion notice, Manager's right to use any successor or replacement brands on the same terms and conditions as Manager's use of the Licensed Marks under the Trademark License Agreements.

If Sprint PCS and Manager have not negotiated a mutually acceptable addendum within such 90 day period, then for a period of 60 days thereafter, Sprint PCS has and may elect to exercise an option to purchase the Operating Assets on the same terms and conditions and utilizing the same process and schedule available to Sprint PCS under Section 11.6.1 of the Agreement upon an Event of Termination by providing written notice to Manager, provided that the amount paid to Manager for the Operating Assets is 90% of the Entire Business Value. Manager agrees that if Sprint PCS makes such election and proceeds to purchase the Operating Assets, Manager will be deemed to have waived any and all claims for breach of this Agreement and other claims arising out of or relating to the Competing Transaction, other than seeking enforcement of this Section of the Agreement.

If Sprint PCS does not timely exercise its option to purchase the Operating Assets, then for a period of sixty (60) days thereafter, Manager has and may elect to exercise an option to purchase the Competing Network in the Service Area by providing written notice of such election to Sprint PCS. Manager agrees that if Manager makes such election and proceeds to purchase the Competing Network in the Service Area, Manager will be deemed to have waived any and all claims for breach of this Agreement and other claims arising out of or relating to the Competing Transaction, other than seeking enforcement of this Section.

The purchase price for the Competing Network is the lesser of (a) seventy five percent (75%) of the Cost Per Subscriber (as defined below) multiplied by the number of the Acquiring Entity's prepaid and postpaid subscribers using the Competing Network, excluding, however any customers of any resellers using the Competing Network or (b) the current appraised value of the Competing Network, determined using the same process and assumptions used for determining the Entire Business Value of Manager's wireless business in the Service Area pursuant to Section 11.7 of this Agreement except that (w) the valuation of the Competing Network will be based on the assumption that the Competing Network will be operated by Manager as part of the Service Area Network under the terms of the Management Agreement, the Services Agreement, and the Trademark License Agreements; (x) references to Sprint PCS Products and Services will be deemed to refer to wireless products and services offered by the Acquired Entity using the Competing Network, (y) references to the Brand will be deemed to refer to the trademarks, trade names and service marks used or to be used in connection with the operation of the Competing Network and (z) the Operating Assets will include the right to use the wireless spectrum owned or leased by the Acquired Entity and used in the Competing Network upon terms substantially equivalent to the terms of the Management Agreement. The Cost per Subscriber for the Competing Network means the Enterprise Value of the Acquired Entity as of the closing date of the Competing Transaction divided by the total number of prepaid and postpaid subscribers of the Acquired Entity, excluding, however, any customers of resellers using the Competing Network. The Enterprise Value of the Acquired Entity is determined by adding the total market value of the equity of the Acquired Entity (calculated as fully diluted shares outstanding of the Acquired Entity multiplied by the implied share price being paid in the

Competing Transaction) to the book value of the total debt and preferred stock of the Acquired Entity and subtracting Acquired Entity's cash and cash equivalents. Contemporaneously with the closing of Manager's purchase of the Competing Network, Sprint PCS and Manager will enter negotiate in good faith an amendment to the Management Agreement and the Service Agreement containing such terms as may be necessary and reasonably acceptable to the parties to reflect the addition of the Competing Network to the Service Area and will enter into a new trademark and service mark licensing agreement substantially similar to the License Agreements if wireless products and services are marketed under the trademarks and service marks of the Acquired Entity.

If Manager elects to purchase the Competing Network, Manager must cause Parent to exercise commercially reasonable efforts to obtain the maximum debt financing available to Parent on commercially reasonable terms to finance such purchase; provided, however, Parent will not be obligated to enter into any financing arrangement that would be likely to lead to a downgrading of Manager's credit rating by more than one level by both Moody's and Standard & Poor's (including gradations within rating categories as well as between categories). If Parent is unable to obtain sufficient debt financing for the Purchase Price after exercising commercially reasonable efforts to do so, Sprint PCS (or a Related Party of Sprint PCS) will accept a promissory note from Parent for the difference between the purchase price of the Competing Network minus the debt financing that Parent was able to obtain to purchase the Competing Network, up to a maximum of eighty percent (80%) of the purchase price for the Competing Network. The promissory note will be secured by a perfected first priority security interest in the assets comprising the Competing Network, provided that such security interest would not breach any existing debt covenants that Parent entered into prior to the announcement of the Competing Transaction. If any such existing debt covenants would be breached by providing a first priority security interest in the Competing Network but would not be breached by a junior security interest, Sprint PCS is entitled to receive a junior security interest. The promissory note will have a term of 60 months, with interest due and payable annually in advance, with a final payment due at the end of the sixtieth month equal to the outstanding principal balance, all accrued but unpaid interest and any other amounts due under the note or any security agreement. The interest rate on the promissory note will be the greater of (a) the prevailing market interest rate for Parent or (b) 50 basis points above Sprint Corporation's indicative borrowing rate. Parent's market rate will be established by obtaining bids from three investment banking companies. Manager and Sprint PCS will each select one of the investment banking companies and will jointly select the third investment banking company. Manager will be responsible for all costs charged by the investment banking companies relating to obtaining bids. If the highest interest rate offered by the investment bankers is within 50 basis points of the lowest interest rate offered by the investment bankers, then the interest rate for the promissory note will be the arithmetic mean of the three interest rates offered. If two of the interest rates offered by the investment bankers are within 50 basis points of one another and the third interest rate offered is not within 50 basis points of the other interest rates offered, then the interest rate for the promissory note will be the arithmetic mean of the two most closely aligned interest rates offered. If none of the interest rates offered are within 100 basis points of the other two interest rates offered, then the interest rate for the promissory note will be the middle value of the interest rates offered. The promissory note will be due and payable in full upon any payment default of more than 10 days, the dissolution or liquidation of the Manager or Parent, or the sale of Manager or Parent (including, without limitation, a change of control or sale of substantially all of Manager's or Parent's assets). The promissory note may be repaid, in whole or part, from time to time, without penalty. All other terms of the promissory note and security agreement will be on commercially reasonable and customary terms for similar types of financings.

If Manager does not timely elect to purchase the Competing Network in the Service Area during such 60 day period, within two (2) years after the expiration of such period Sprint PCS must cause the Acquired Entity to either sell or otherwise convey its network assets in the Service Area and transfer the subscribers of its branded service in the Service Area to an entity that is not a Related Party of Sprint PCS on such terms and conditions as the Acquired Entity deems appropriate (including to a party that may compete with Manager in the Service Area) or decommission the Acquired Entity's network assets in the Service Area.

9. **Reduction in Certain Fees.** From and after the Effective Date, the monthly amounts that Sprint PCS is entitled to retain as a Prepaid Management Fee and/or a Fee Based on Billed Revenue will be reduced in the amounts and for the time period provided in Section 2.1 of the Master Agreement.

10. **Other Fees and Payments.** Effective January 1, 2016, Section 10.4 is hereby deleted in its entirety and replaced with the following:

10.4 Other Fees and Payments.

10.4.1 Net Service Fee Inclusions. The parties will make no settlement payments to each other with respect to Terminating or Originating Access Fees, software, interconnect and long distance, and fees for services rendered by a third party vendor pursuant to Section 2.2 of the Services Agreement, which fees and payments will be deemed to be included in the Net Service Fee payable pursuant to the Services Agreement. If one party mistakenly pays an amount that the other party is obligated to pay, then the other party will reimburse the paying party, as long as the paying party identifies the mistake and notifies the receiving party within 9 calendar months after the date on which the paying party makes the mistaken payment.

10.4.2. Inter-Service Area Fee. For the three year period from January 1, 2016 to December 31, 2018, Manager and Sprint PCS have determined that the monthly Inter Service Area Fee that Sprint PCS owes to Manager exceeds the monthly Inter-Service Area that Manager owes Sprint PCS by $1,500,000.00 per month ("Monthly Inter-Service Area Payment"). The Monthly Inter-Service Area Payment will be included as an amount payable to Manager in the monthly statement provided to Manager in accordance with Section 10.11.2 of this Agreement and will be paid to Manager in accordance with Section 10.12 of this Agreement.

The parties will reset the Monthly Inter-Service Area Fee after the expiration of the initial three year period and after every subsequent three year period with, for example, the second pricing period beginning on January 1, 2019 and ending on December 31, 2021. The Monthly Inter-Service Area Fee will be reset based on: (a) the use of the Service Area Network by Customers with an NPA-NXX not assigned to the Service Area Network; (b) the use of the Sprint PCS Network excluding the Service Area Network by Customers with an NPA-NXX assigned to the Service Area Network; and (c) Manager's and Sprint PCS's respective network costs incurred in producing and delivering a minute or kilobyte of use. The process for resetting the Monthly Inter-Service Area Fee is as follows:

(i) On or before the first day of September immediately preceding the expiration of the then current pricing period, Sprint PCS will provide Manager with the formula that it will use to calculate its network costs incurred in producing and delivering a minute or kilobyte of use. Manager shall, within 30 days following receipt of such formula, calculate its network costs incurred in producing and delivering a minute or kilobyte of use using the formula provided by Sprint PCS and provide such network cost to Sprint PCS. On or before the fifteenth day of October immediately preceding the expiration of the then current pricing period, Sprint PCS will give Manager a proposal for the Monthly Inter-Service Area Payment for the subsequent pricing period based on the costs described above and the usage for the twelve month period commencing on October 1st of the calendar year preceding the year in which the notice of a new proposed Monthly Inter-Service Area Payment is being provided. For example, for the initial reset of the Monthly Inter-Service Area Fee: (x) Sprint PCS must provide the formula on or before September 1, 2018; (y) Manager must provide its costs on or before October 1, 2018; and (z) Sprint PCS must provide a proposal based on such costs and the usage experienced by the parties for the 12 month period from October 1, 2017 to September 30, 2018 on or before October 15th, 2018. Manager's representative and Sprint PCS' representative will begin discussions regarding the proposed Monthly Inter-Service Area Fee within 20 days after Manager receives the proposed Monthly Inter-Service Area Fee from Sprint PCS. Each party will provide the other party with copies of excerpts of any books, records and supporting information in the providing party's possession as may be reasonably necessary or appropriate to support a determination of the appropriate Monthly Inter-Service Area Fee for a subsequent period.

(ii) If the parties do not agree on the Monthly Inter-Service Area Fee within 30 days after discussions begin, then the parties may escalate the discussion to an officer in Sprint's Business Development group (or an officer in any replacement group) and Manager's Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer.

(iii) If the parties cannot agree on the Monthly Inter-Service Area Fee within 20 days after the escalation proceed begins, then the parties will submit the determination of the Monthly Inter-Service Area Fee to binding arbitration under Section 14.2 of the Management Agreement, excluding the escalation process set forth in Section 14.1.

(iv) If the Monthly Inter-Service Area Fee is submitted to arbitration, the Monthly Inter-Service Area Fee proposed by Sprint PCS will apply starting at the expiration of the then current pricing period and will continue thereafter unless modified by the final decision of the arbitrator. If the arbitrator imposes a Monthly Inter-Service Area Fee that is different than the one then in effect, the imposed Monthly Inter-Service Area Fee will be applied as of the commencement of the then current pricing period. If on application of the new Monthly Inter-Service Area Fee, one party owes the other party any amount after taking into account payments the other party has already made, then the owing party will pay the other party within 30 days of the date of the final arbitration order.

10.4.3. Reseller Customer Fees. Sprint PCS will pay to Manager the fees collected by Sprint PCS from the resellers for the Reseller Customer's use of the Service Area Network within 30 days following receipt of such fees from the Reseller Customer.

11. **Initial Term**. Section 11.1 of the Management Agreement is deleted and replaced with the following:

11.1 Initial Term. This Agreement commences on the date of execution and, unless terminated earlier in accordance with the provisions of this Section 11, continues until November 5, 2029 (the "Initial Term").

12. **Maximum Term.** Section 11.2 of the Management Agreement is amended to delete the following language: "(for a maximum of 45 years including the Initial Term)."

13. **Entire Business Value.** Section 11.7 of the Management Agreement is deleted in its entirety and replaced with the following:

11.7 Determination of Entire Business Value.

11.7.1 Appointment of Appraisers. Sprint PCS and Manager must each designate an independent appraiser within 30 days after giving the Purchase Notice under Exhibit 11.8. Sprint PCS and Manager will direct the two appraisers to jointly select a third appraiser within 15 days after the day the last of them is appointed. Each appraiser must be an expert in the valuation of wireless telecommunications businesses. Sprint PCS and Manger must direct the three appraisers to each determine, within 45 days after the appointment of the last appraiser, the Entire Business Value. Sprint PCS and Manager will each bear the costs of the appraiser appointed by it, and they will share equally the costs of the third appraiser.

11.7.2 Manager's Operating Assets. For purposes of determining the Entire Business Value (as hereinafter defined), the following assets shall be included in the Operating Assets (as defined in the Schedule of Definitions):

(a) network assets, including all personal property, real property interests in cell sites and switch sites, leasehold interests, collocation agreements, easements, and rights-of-way;

(b) all of the real, personal, tangible and intangible property and contract rights that Manager owns or uses in conducting the business of providing the Sprint

PCS Products and Services (including, without limitation, Manager's right to use the LTE Data Core and to use Brands under the Trademark License Agreements), including the goodwill resulting from Manager's customer base;

(c) sale and distribution assets primarily dedicated (*i.e.,* at least 80% of the revenue is derived from the sale of Sprint PCS Products and Services) to the sale by Manager of Sprint PCS Products and Services. For example, a retail store that derives at least 80% of its revenue from the sale of Sprint PCS Products and Services is an Operating Asset. A store that derives 65% of its revenue from Sprint PCS Products and Services is not an Operating Asset;

(d) customers using the Sprint PCS Products and Services;

(e) handset inventory;

(f) books and records of the wireless business, including all engineering drawings and designs and financial records; and

(g) all contracts used by Manager in operating the wireless business including backhaul service agreements, service contracts, interconnection agreements, distribution agreements, software license agreements, equipment maintenance agreements, sale agency agreements, and contracts with all equipment suppliers.

For the avoidance of doubt, references in this Section 11.7 to "Sprint PCS Products and Services" shall also include products and services that have been not been designated as Sprint PCS Products and Services, but which Manager and Sprint PCS have agreed to treat as Sprint PCS Products and Services for purposes of the Management Agreement.

11.7.3 Entire Business Value. Utilizing the valuation principles set forth below and in Section 11.7.4, **"Entire Business Value"** means the fair market value of Manager's wireless business in the Service Area, valued on a going concern basis.

(a) The fair market value is based on the price a willing buyer would pay a willing seller for the entire on-going business in a change of control transaction.

(b) The appraiser will use the then-current customary means of valuing a wireless telecommunications business.

(c) The business is conducted under the Brands and existing agreements between the parties and their respective Related Parties.

(d) Manager has continued access to the spectrum and the frequencies actually used by Manager under this Agreement.

(e) The valuation will not include any value for the business represented by Manager's Products and Services or any business not directly related to Sprint PCS Products and Services.

11.7.4 Calculation of Entire Business Value. The Entire Business Value to be used to determine the purchase price of the Operating Assets under this agreement is as follows:

(a) If the highest fair market value determined by the appraisers is within 10% of the lowest fair market value, then the Entire Business Value used to determine the purchase price under this agreement will be the arithmetic mean of the three appraised fair market values.

(b) If two of the fair market values determined by the appraisers are within 10% of one another and the third value is not within 10% of the other fair market values, then the Entire Business Value used to determine the purchase price under this agreement will be the arithmetic mean of the two more closely aligned fair market values.

(c) If none of the fair market values is within 10% of the other two fair market values, then the Entire Business Value used to determine the purchase price under this agreement will be the middle value of the three fair market values.

14. **Transfer of Sprint PCS Network.** Section 17.15.5 of the Management Agreement is deleted in its entirety and replaced with the following:

17.15.5 Transfer of Sprint PCS Network. Sprint PCS may sell, transfer or assign the Sprint PCS Network and, in connection therewith its rights and obligations under this agreement, the Services Agreement and any related agreements, to a third party without Manager's consent so long as the third party assumes the rights and obligations under this agreement (including, without limitation, the obligations under Sections 2.3(a) and 2.3(d)(ii)) and the Services Agreement and any related agreements and agrees to provide the same level of service and support. Manager agrees that Sprint PCS and Sprint PCS' Related Parties will be released from any and all obligations under and with respect to any and all such agreements upon such sale, transfer or assignment in accordance with this section 17.15.5, without the need for Manager to execute any document to effect such release.

Except for (i) intercompany transfers among Sprint's Related Parties and (ii) any transfer of the Licenses that is part of a sale, transfer, or assignment of the entire Sprint PCS Network in accordance with the preceding paragraph (collectively, the **"Permitted Transfers"**), neither Sprint PCS nor any Related Party of Sprint PCS may sell, transfer or assign any of the Licenses or any spectrum under the Licenses unless (x) Sprint PCS determines that the Licenses or any spectrum under the Licenses are not necessary to enable Manager to provide service to current and future Customers in the Service Area, as determined by Sprint PCS in its sole discretion after consultation with Manager and (y) for any Licenses or any spectrum under the Licenses that are being used by Manager, Sprint PCS provides adequate replacement spectrum generally equivalent to the spectrum then being used by Manager.

15. **Settlements.** Sprint PCS or a Related Party of Sprint PCS currently has postpaid and prepaid subscribers in the nTelos Expansion Area using the nTelos wireless network pursuant to a certain Amended and Restated Resale Agreement by and among West Virginia PCS Alliance, L.C.; Virginia PCS Alliance, L.C.; Ntelos, Inc.; and Sprint Spectrum L.P. and its Designated Affiliates, effective May 1, 2014. ("Sprint/nTelos Subscribers"). As of the Merger Closing Date, the Sprint/nTelos Subscribers are deemed to be either Customers or Prepaid Subscribers in the Manager Service Area and fees and credits relating to the former Sprint/nTelos Subscribers will be settled in accordance with the Management Agreement (including specifically Section 10 of the Management Agreement) and Manager will pay Sprint Spectrum for services in accordance with the Services Agreement (including specifically Section 3 of the Services Agreement and the one-time LTE Data Core Fee of $9.23 per Sprint/nTelos Subscriber). An estimated one-time LTE Data Core Fee for the Sprint/nTelos Subscribers and the Converted nTelos Subscribers (as described in the next paragraph) will be paid within 10 days following the Merger Closing Date, based on Sprint PCS' and Manager's estimation as of the Merger Closing Date of the number of Manager LTE Devices that will be added to the Service Area. The estimated LTE Data Core Fee for the Sprint/nTelos Subscribers and the Converted nTelos Subscribers will be trued-up in accordance with Section 3.5 of the Service Agreement at the end of the calendar year in which the Merger Closing Date occurs based on the actual Manager LTE Devices added to the Service Area.

    In addition to the Sprint/nTelos Subscribers, nTelos has its own postpaid and prepaid subscribers in the nTelos Service Area ("nTelos Subscribers"). As of the Merger Closing Date, Manager will commence paying the Fee Based on Billed Revenue for the nTelos Subscribers that are postpaid subscribers and the Prepaid Management Fee for the nTelos Subscribers that are prepaid subscribers using the same methodology described in the Management Agreement for Customers and Prepaid Subscribers. All amounts payable by Manager to Sprint PCS pursuant to the preceding sentence will be paid in accordance with the Management Agreement. When an nTelos Subscriber satisfies the criteria for becoming a Converted nTelos Subscriber (as described in category "X" of the definition of Converted nTelos Subscriber in the Master Agreement), the former nTelos Subscriber will be deemed to be a Customer or a Prepaid Subscriber (as applicable) in the Service Area and fees and credits relating to the nTelos Subscriber will be settled in accordance with the Management Agreement (including specifically Section 10 of the Management Agreement) and Manager will commence paying Sprint Spectrum for services in accordance with the Services Agreement (including specifically Section 3 of the Services Agreement.)

    Unless Sprint PCS elects to discontinue offering LTE Data Core Services pursuant to Section 2.2.1(e)(3) of the Services Agreement, Sprint PCS will provide sufficient LTE Data Core Services capacity to accommodate the Converted nTelos Subscribers and additional LTE usage in the Service Area (including the nTelos Expansion Area) as of the Merger Closing Date.

    The parties acknowledge that, under current procedures, Manager receives payments from Customers and Prepaid Subscribers that are held in Manager's deposit accounts until transferred by Sprint PCS to its own deposit accounts. During the Adjusted Settlement

Period (as defined in Section 2.1 of the Master Agreement), Sprint PCS will discontinue its practice of transferring funds from Manager's deposit accounts, and Manager shall have the right to retain all such funds. Amounts retained by Manager shall reduce the net postpaid and prepaid cash settlements (as increased by the Adjusted Settlement Amount pursuant to the Master Agreement) payable from Sprint PCS to Manager. Manager will continue to promptly provide Sprint PCS with all information reasonably necessary to enable Sprint PCS to correctly settle such amounts under the Management Agreement and to credit accounts of the Customers and Prepaid Subscribers.

16. **Put and Take Rights**. Effective on the Merger Closing Date:

(a) Sections 11.2.1.2, 11.2.2.2, 11.2.3, 11.5.2 and 11.6.2 of the Management Agreement and any other references to a Disaggregated License (if any) in the Management Agreement are hereby deleted in their entirety.

(b) The second sentence of Section 11.2.1.1 of the Management Agreement is hereby amended to read in its entirety as follows: "Sprint PCS will pay to Manager for the Operating Assets an amount equal to 90% of the Entire Business Value."

(c) The second sentence of Section 11.2.2.1 of the Management Agreement is hereby amended to read in its entirety as follows: "Sprint PCS will pay to Manager an amount equal to 90% of the Entire Business Value."

(d) The second sentence of Section 11.5.1 of the Management Agreement is hereby amended to read in its entirety as follows: "Sprint PCS will pay to Manager an amount equal to 90% of the Entire Business Value."

(e) The second sentence of Section 11.6.1 of the Management Agreement is hereby amended to read in its entirety as follows: "Sprint PCS will pay to Manager an amount equal to 81% (90% minus a 10% penalty) of the Entire Business Value."

17. **Net Service Fee Exclusions.** Effective January 1, 2016, Section 2.1.1(d) of the Services Agreement is amended to add subsections (vi) and (vii) to the list of Settled Separately Manager Expenses:

(vi) Manager Commissions; and

(vii) Manager Device Subsidies;

18. **Net Service Fee Modification.** Effective January 1, 2016, Inter-Service Area Fees and Reseller Customer Fees are hereby deleted as components of the Net Service Fee and will be settled in accordance with the Management Agreement. Commencing January 1, 2016, Sprint PCS and Manager agree that (a) the percentage used to determine the Net Service Fee in Section 3.2.1(b) of the Service Agreement is decreased from 14% to 8.6%.

19. Effective January 1, 2016, Section 3.2.2(b) of the Service Agreement is hereby deleted in its entirety and replaced with the following:

(b) If either party believes in good faith that the Net Service Fee necessary to permit Sprint PCS to recover its reasonable costs for providing the Services to Manager has increased or decreased, then such party may initiate a review of the Net Service Fee by delivering a Review Notice to the other party, including its proposed Net Service Fee.

20. Net Service Fee Cap. Effective January 1, 2016, Section 3.2.2(l) of the Service Agreement is hereby deleted in its entirety and replaced with the following:

(l) Notwithstanding anything to the contrary contained herein, at no time during the term of this agreement or any renewal hereof will the Net Service Fee exceed 8.6% (through December 31, 2017) or 10% (commencing January 1, 2018) of (i) Net Billed Revenue less (ii) the Allocated Write-Offs for Net Billed Revenue, unless the cap on the percentage used to determine the Net Service Fee would need to be raised or lowered by at least one full percentage point to enable Sprint PCS to recover the average expenses that Sprint PCS incurred over an 18 month period in providing the Services, in which case the parties will negotiate in good faith to determine any increase in the cap on the Net Service Fee. The cap on the percentage used to determine the Net Service Fee may not be increased or decreased more than once in any 12 month period. If the parties are unable to agree on an increase in the cap on the Net Service Fee within 30 days after discussions begin, then the parties may escalate the discussion and submit the determination to arbitration using the same process and timelines used when the parties are unable to agree on a change in the Net Service Fee, as described in Sections 3.2.2(g)-(i).

21. Additional Service Agreement Deletions. Effective January 2, 2016, Section 3.2.2(j) and Section 3.2.2(m) of the Service Agreement are hereby deleted in their entirety.

22. Settlement for Mixed Accounts. Under Sprint PCS' current billing system, late charges and service credits for an individual Customer may be billed or credited to a billing account number that contains billing detail for multiple individual accounts billed to a single Customer, with some individual accounts having a NPA-XXX within the Service Area and other individual accounts having a NPA-NXX outside the Service Area ("Mixed Billing Accounts"). Sprint PCS does not have sufficient detail to settle late charges and service credits for Mixed Billing Accounts until after Sprint PCS has settled the Net Billed Revenue pursuant to the Management Agreement. The late charges and service credits for Mixed Billed Accounts that Sprint PCS in unable to timely settle pursuant to the Management Agreement will be treated and settled as if they were Services under the Service Agreement and are included in the percentage used to determine to the Net Service Fee payable under the Service Agreement.

23. Additional Information/Settlement Improvements. Subject to any limitations on the sharing of information currently contained in the Management Agreement and the Services

Agreement, on a monthly basis Sprint PCS will provide Manager with sufficient detail to enable Manager (a) to confirm the accuracy of the amounts charged to Manager for Manager Commissions and Manager Device Subsidies; (b) revenues payable to Manager relating to Reseller Customer Fees; and (c) usage of the Service Area Network by Customers assigned to the other portions of the Sprint PCS Network and usage of the Sprint PCS Network excluding the Service Area Network by Customers assigned to the Service Area Network. Manager and Sprint PCS will also meet and discuss in good faith potential improvements in the process of settling costs and revenues under the Management Agreement and the Services Agreement.

24. **Spectrum Owner Devices and Services.** Manager will provide at its sole cost and expense (in addition to any other costs and expenses under the Management Agreement or Services Agreement) all devices, network usage and wireless services required to be provided to spectrum owners/lessors for the Educational Broadband Services or Instructional Television Fixed Service spectrum leases within Manager's Service Area that are set forth on Exhibit E. The associated lease expenses, annual device and service credit obligations are also set forth on Exhibit E. Sprint PCS will manage fulfillment of device orders and settle charges in accordance with this paragraph.

25. **Tandem Bypass**. Inbound voice and data traffic to Sprint PCS Customers in the Service Area originating from Sprint PCS Customers outside the Service Area are sometimes routed through Manager's local tandem switch facility (the "Tandem") directly to Manager's Mobile Switching Center ("Manager's MSC"). Beginning as of the Effective Date, fees charged to and payable by Sprint PCS for traffic routed through the Tandem to Manager's MSC will not be charged to Sprint PCS. Beginning January 1, 2016, all traffic exchanged between the Sprint PCS network and Manager's MSC will be routed so as to bypass the Tandem unless otherwise mutually agreed to by the parties. Upon Sprint PCS's request, the parties will establish a direct connection between the Sprint PCS network and Manager's MSC as the mechanism to bypass the Tandem, and maintain sufficient capacity to enable the mutual exchange of traffic between the parties' networks over such direct connection.

26. **Non-Renewal and Termination of Certain Tower Leases**. Manager agrees and acknowledges (including on behalf of its Related Parties) that Sprint PCS may elect to terminate or not to renew Clearwire's WiMax leases that Clearwire entered into with a Related Party of Manager at up to 7 towers within Manager's York and Harrisburg, PA markets listed on Exhibit F. Manager agrees that notwithstanding any provision to the contrary in the applicable leases to be terminated or not to be renewed:

    A. Notice of non-renewal with respect to any lease may be provided not less than thirty days in advance of the scheduled expiration of the initial term.

    B. No termination fee will apply for expiration pursuant to a timely notice of non-renewal (as such notice deadline may be adjusted pursuant to section "A" immediately above). For any termination occurring after expiration of the Initial Term for which a lump sum termination fee would apply under a lease, the parties agree that the lump sum due and owing will be discounted by 50%.

The rights described in this Section 26 may be exercised on different dates for different sites.

27. **Addition of SprintCom**. SprintCom acknowledges and agrees that by entering into this Addendum, it has become a party to and is entitled to rights and subject to obligations under the Management Agreement, the Services Agreement, and the Trademark License Agreements. As of the Effective Date, all references to Sprint PCS will be deemed to include SprintCom and SprintCom is jointly and severally liable for the obligations of Sprint PCS thereunder.

Schedule of Definitions

28. The **Schedule of Definitions** is revised to include the following:

"2.5 GHz Spectrum Range" means owned or leased spectrum blocks in frequency range of 2496-2690 MHz.

"License" means the spectrum licenses issued by the FCC to Sprint PCS or one of its Related Parties that Manager is allowed to use in the Service Area in accordance with the Management Agreement.

"Manager Commissions" means device rebates and costs and amounts paid to any third party distributor relating to commissions on sales of devices or the sale of a service plan to a Customer with a NPA-NXX assigned to the Service Area, and may include, at Sprint PCS' option, device rebates and costs and commissions payable to a third party distributor relating to the sale of a device on an installment billing plan or a lease of a device.

"Manager Device Subsidies" means the difference between the purchase price paid to the vendor supplying the device to Sprint PCS or one of its Related Parties and the actual price paid by a Customer purchasing the device for any device sold to a Customer with a NPA-NXX assigned to the Service Area, and may include, at Sprint PCS' option, subsidies relating to the sale of a device on an installment billing plan or a lease of a device.

General Provisions

29. **Manager and Sprint PCS' Representations**. Manager and Sprint PCS (including SprintCom) each represents and warrants that its respective execution, delivery and performance of its obligations described in this Addendum have been duly authorized by proper action of its governing body and do not and will not violate any material agreements to which it is a party. Each of Manager and Sprint PCS also represents and warrants that there are no legal or other claims, actions, counterclaims, proceedings or suits, at law or in arbitration or equity, pending or, to its knowledge, threatened against it, its Related Parties, officers or directors that question or may affect the validity of this Addendum, the execution and performance of the transactions contemplated by this Addendum or that party's right or obligation to consummate the transactions contemplated by this Addendum.

30. **Reaffirmation of Sprint Agreements**. Each of the undersigned reaffirms in their entirety, together with their respective rights and obligations thereunder, the Management Agreement, the Services Agreement, the Trademark and Service Mark License Agreements, and the Schedule of Definitions (as defined in the Management Agreement).

31. **Counterparts**. This Addendum may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the date first above written.

SHENANDOAH PERSONAL COMMUNICATIONS, LLC

By:______________________________
Name: Christopher E. French
Title: President and Chief Executive Officer

SPRINT SPECTRUM L.P.

By:______________________________
Name: Michael C. Schwartz
Title: Vice President

SPRINT COMMUNICATIONS COMPANY, L.P.

By:______________________________
Name: Michael C. Schwartz
Title: Vice President

WIRELESSCO, L.P.

By:______________________________
Name: Michael C. Schwartz
Title: Vice President

APC PCS, LLC

By:______________________________
Name: Michael C. Schwartz
Title: Vice President

[Signature Page to Affiliate Addendum]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the date first above written.

SHENANDOAH PERSONAL COMMUNICATIONS, LLC

By:______________________________
Name: Christopher E. French
Title: President and Chief Executive Officer

SPRINT SPECTRUM L.P.

By:______________________________
Name: Michael C. Schwartz
Title: Vice President

SPRINT COMMUNICATIONS COMPANY, L.P.

By:______________________________
Name: Michael C. Schwartz
Title: Vice President

WIRELESSCO, L.P.

By:______________________________
Name: Michael C. Schwartz
Title: Vice President

APC PCS, LLC

By:______________________________
Name: Michael C. Schwartz
Title: Vice President

[Signature Page to Affiliate Addendum]

PHILLIECO, L.P.

By:____________________________________
Name: Michael C. Schwartz
Title: Vice President

SPRINTCOM, INC.

By:____________________________________
Name: Michael C. Schwartz
Title: Vice President

[Signature Page to Affiliate Addendum]

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RETAIL STORES TRANSFER AGREEMENT

BY AND BETWEEN

SPRINTCOM, INC.

AND

SHENANDOAH PERSONAL COMMUNICATIONS, LLC

DATED AS OF AUGUST 10, 2015

[[BEGIN CONFIDENTIAL]]

RETAIL STORES TRANSFER AGREEMENT

.

[[END CONFIDENTIAL]]

SprintCom, Inc.
6200 Sprint Parkway
Overland Park, Kansas 66251

August 10, 2015

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{{END HIGHLY CONFIDENTIAL}}