

REDACTED – FOR PUBLIC INSPECTION

Sprint Personnel Directory

First Name	Last Name	Functional Area	Key Responsibility	Corporate Level (VP, Dir, Mgr, IC)
Todd	Rowley	Corp. Biz Development	Exec. Project Sponsor	VP
Derek	Hedin	Corp. Biz Development	Dir. Project Sponsor	DIR
Scott	Clark	Corp. Biz Development	Overarching Sprint Point	MGR
Amy	Parent	Enterprise Project Mgt.	Project Mgr. Migration	MGR
Clint	Slusher	Sales Operations		VP
Chip	Stovall	Sales Operations		DIR
Jeff	Fries	Sales Operations	Shentel Affiliate Mgmt.	MGR
Laura	Pasquale	Sales Operations	Shentel Affiliate Mgmt.	IC
Kellie	Whitaker	Sales Operations	Shentel Affiliate Mgmt.	IC
Bill	Jacobson	Sales Operations	Proj Mgmt. oversight for store transfer, sales impacts & device insurance	MGR
Bob	Coons	Sales Operations	Territory reports and maps	IC
Denise	Lecocke	Sales Operations	Corporate Store transition to Shentel	IC
Dave	Serra	Sales Operations	Dealer Store transition considerations	MGR
Ginger	Vigneault	Real-estate	Store Lease Transfer	MGR
Derek	Schmidt	Real-estate	Store Lease Transfer	MGR
Karen	Paletta	Field Sales	Regional Sales VP	VP
Mike	Cusick	Field Sales	Corporate Retail Stores	DIR
Brandi	Carson	Field Sales	Corporate Retail Stores	MGR
Terry	Jones	Field Sales	Dealer Network Stores	DIR
Mike	Wodzisz	Field Sales	National Retailers	DIR
Paula	Cornwell	Dir Channels	Device Protection	DIR
Matt	Overman	Sales Proj./Programs Mgmt.	Device Protection	MGR
Andrea	Sellers	Sales Proj./Programs Mgmt.	Device Protection	IC
Ron	Robine	Credit Risk & Ops	Equip. Installment Plans	VP
Cason	Coplin	Credit Risk & Ops	Equip. Installment Plans	DIR
Mike	McCabe	Credit Risk & Ops	Equip. Installment Plans	MGR
Criag	Alexander	Consumer Offer Mgmt.	Equip. Installment Plans	DIR
Ron	Gier	Human Resources	Employee Transfer	VP
Janet	Larson	Human Resources	Employee Transfer	MGR
Jennifer	Cox	Human Resources	Employee Transfer	IC
Paul	McCarthy	Spectrum Strategy	Spectrum Transfer & Use	DIR

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First Name	Last Name	Functional Area	Key Responsibility	Corporate Level (VP, Dir, Mgr, IC)
Ray	Taylor	Spectrum Strategy	Spectrum Transfer & Use	IC
Robin	Cohen	Governmental Affairs	Reg. Filings Federal	MGR
James	Goldstein	Governmental Affairs	SR Counsel Federal Level	DIR
Ken	Schifman	Governmental Affairs	SR. Counsel State Level	DIR
Todd	Barfield	Legal M&A	Point for all Transaction agreements	DIR
Karen	Michaels	Legal Sales & Distribution	Point for - Business Customer Contracts	DIR
Susan	Duarte	Legal Marketing Practices	Consumer Contracts	MGR
Heather	Brown	Legal Spectrum	Spectrum matters	DIR
Mary Jean	Fell	Legal Litigation	Anti-Trust matters	DIR
Bill	Otwell	Legal Litigation	Device Protection	MGR
Dave	Tovar	Public Relations	Sprint Corp. Communications	VP
Jennifer	Schuler	Public Relations	Employee Communications	DIR
Scott	Rice	IT		VP
Joe	Modica	IT	Overarching point person for IT	DIR
Shannon	Cotsworth	IT		MGR
Rob	Norris	IT Billing	AMDOCS Interface	DIR
John	Alexander	IT		MGR
Ryan	Sullivan	Device Development	Device Migration	VP
Ben	Bellinder	Device Development	Device Migration	DIR
Bill	McCracken	Device Development	Device Migration	MGR
Trevor	Shipley	Device Development	Device Migration	IC
Jay	Bluhm	Netwrk Dev. & Engineering		VP
Mike	Ayers	Netwrk Ops & Roaming		DIR
Larry	Smith	Netwrk Ops & Roaming	Device Migration NTWK Support	MGR
Larry	Hafner	Netwrk Ops & Roaming	Device Migration NTWK Support	IC
Penny	Poyser	Netwrk Ops & Affiliates Support		MGR
Jerry	Wade	Netwrk Dev. Core Planning	4G Core Capacity Plan	DIR
Marc	Proctor	Netwrk Dev. Core Planning	4G Core Capacity Plan	MGR
Deeanne	King	Customer Care		VP
Gerard	Shanley	Customer Care		DIR
Gene	Guevel	Customer Care	Customer Care point person	MGR
Ellen	Bertels	Customer Care		IC
Rosemary	Pearson	Collections		MGR

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First Name	Last Name	Functional Area	Key Responsibility	Corporate Level (VP, Dir, Mgr, IC)
Chris	Hansen	Collections		MGR
Ramsey	Breitweiser	Collections		IC
David	Sanchez	Tax Accounting	State and Local Tax	DIR
Greg	Horn	Tax Accounting	State and Local Tax	MGR
Tony	Whalen	Tax Accounting	State and Local Tax	DIR
Kara	Gerwin	Tax Legal Research	State and Local Tax	MGR
Larry	Weians	Tax Accounting	Federal Tax	DIR
Jay	Franklin	Revenue Accounting		DIR
Mary	Page	Revenue Accounting		MGR
Matt	Adams	Revenue Accounting		IC
Kim	McBroom	Revenue Accounting		IC
Ray	Harris	Revenue Accounting		MGR
Jennifer	Dale	Treasury		DIR
Jay	Tolar	Treasury		MGR
Mark	Maddy	Finance Operations	Subscriber Reporting	DIR
George	Getty	Finance Operations	Subscriber Reporting	MGR
Mona	Burden	Finance Operations	Subscriber Reporting	IC
Scott	Rutherford	Pricing Operations	nTelos PostP Billing Set Up	MGR
Robert	Lane	Pricing/Service Plans	Map PostP to Sprint Plan	DIR
Patty	Dorgan	Pricing/Service Plans	Map PostP to Sprint Plan	MGR
Cindy	Turrell	Pricing/Service Plans	Map PreP to Sprint Plan	MGR
Jim	Curran	Marketing (Base)	Customer Retention	VP
Cari	Ferrara	Marketing (Base)	Customer Retention	DIR
Jeff	Bierbaum	Marketing (Base)	Customer Retention	MGR
Todd	Parker	Marketing (Base)	Customer Retention	IC
Kim	Heise	Marketing (Base)	Customer Retention	DIR
Dan	Somraty	Sales Operations	Service and Repair	MGR
Tamara	Jones	Sales Operations	Merchandising	IC
Halley	Goldstein	Special Pricing	Special Pricing for Business	MGR
Jerry	Wade	Network	4G Core Planning	DIR

Note: Name in bold represents the person who is on point for the functional area.

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SPRINT DOMESTIC ROAMING PARTNERS

[BEGIN CONFIDENTIAL INFORMATION]



[END CONFIDENTIAL INFORMATION]

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): May 21, 2014

NTELOS HOLDINGS CORP.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-51798
(Commission
File Number)

36-4573125
(IRS Employer
Identification No.)

1154 Shenandoah Village Drive, Waynesboro, Virginia 22980
(Address of Principal Executive Offices) (Zip Code)

(540) 946-3500
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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-

Item 1.01 Entry into a Material Definitive Agreement.

On May 22, 2014, NTELOS Holdings Corp., a Delaware corporation (the “Company”) announced the execution on May 21, 2014 of the Amended and Restated Resale Agreement (the “Agreement”), dated as of May 1, 2014 and effective as of May 1, 2014, by and among West Virginia PCS Alliance, L.C., a Virginia limited liability company (the “WV Alliance”), Virginia PCS Alliance, L.C., a Virginia limited liability company (the “VA Alliance”), (collectively, the “Alliances”), NTELOS Inc. a Virginia corporation (“NTELOS” and together with the Alliances, the “NTELOS Entities”), Sprint Spectrum L.P., a Delaware limited partnership (“Sprint”) and certain affiliates of Sprint Corporation (each a “Sprint Designated Affiliates” and together with Sprint, the “Sprint Entities”). The Company is the parent of NTELOS and the indirect parent of each of the Alliances. The Amended and Restated Resale Agreement supersedes and replaces the Resale Agreement, dated as of July 31, 2007 (and amended as of September 23, 2013), by and among each of the NTELOS Entities and Sprint Spectrum and SprintCom, Inc.

Pursuant to the Agreement, the NTELOS Entities will continue as the exclusive provider of wireless communications services using CDMA technology (“PCS Services”) and will be the exclusive provider of wireless communications services using 4G long term evolution data services (“LTE Services”) through December 31, 2022, subject to automatic three-year extensions unless the nonrenewal provisions are exercised, to all customers of Sprint Corporation and its affiliates in its western Virginia and West Virginia service area, including the following markets (collectively, the “Market”): Charlottesville, Danville, Lynchburg, Martinsville, Roanoke and Staunton-Waynesboro, Virginia; Beckley, Bluefield, Charleston, Clarksburg/Elkins, Fairmont, Huntington and Morgantown, West Virginia; and Ashland, Kentucky. The NTELOS Entities will also be the exclusive provider of roaming/travel services in the Market to all Sprint Corporation customers.

In accordance with the terms of the Agreement, the NTELOS Entities are required to upgrade their network in the Market to 4G long term evolution technology (“LTE”), with such upgrade to be substantially complete by May 2017. Failure by the NTELOS Entities to build out the LTE network in the Market in a timely fashion would constitute an event of default and give Sprint the right to terminate the Agreement. Sprint may construct its own cell sites or take such other action to provide geographic coverage in a portion of the Market served by the NTELOS Entities in which their network does not offer coverage and Sprint has requested that the NTELOS Entities provide coverage and the NTELOS Entities decline.

The Agreement provides that the PCS Services and LTE Services the NTELOS Entities provide to Sprint customers will be of a quality and clarity no worse than what the NTELOS Entities provide to their retail customers in similar rural markets. Except for the LTE upgrade requirements described above, including possible future feature upgrades, the NTELOS Entities are not required under the Agreement to make future investments in any subsequent high speed data transfer technology or any other significant non-PCS Services or non-LTE Services-related network upgrades.

Pursuant to the Agreement, Sprint will provide its 800 MHz, 1.9 GHz and 2.5 GHz spectrum to the Alliances in the Market in order to enhance the PCS Services and LTE Services.

The Agreement establishes certain confidential and proprietary pricing terms and methodology for payments to be paid by Sprint to the NTELOS Entities in connection with the provisions of services under the Agreement. The Agreement provides for fixed and variable charges, with the fixed charges being subject to downward adjustments and the variable charges based on Sprint customer usage of the NTELOS Entities’ network in the Market.

The Agreement also permits customers of the NTELOS Entities to access Sprint’s nationwide wireless 3G and 4G LTE network at rates that are reciprocal to the rates paid by Sprint customers under the Agreement.

The Agreement prohibits Sprint and its affiliates from directly or indirectly commencing construction of, contracting for or launching its own wireless communications network that provides PCS Services or LTE Services that are the same or similar to the PCS Services and LTE Services provided by the NTELOS Entities in the Market until 18 months prior to the termination of the Agreement or renewals thereof.

The Agreement provides that if NTELOS or the Alliances initiate a process to sell more than 50% of the equity or assets of the Alliances (a “Transaction”), Sprint shall have certain rights to participate in such process. In the event that NTELOS or the Alliances enter into a Transaction with a national competitor of Sprint (a “National Competitor Transaction”), then Sprint may choose to terminate the Agreement and Sprint may commence overbuilding the Alliances’ network.

Following termination of the Agreement (other than as a result of a National Competitor Transaction or by reason of a default by either party), the NTELOS Entities shall provide PCS Services and LTE Services to Sprint customers for a period of 18 months following such termination, subject to Sprint terminating such requirement upon 60-days written notice. Upon a termination of the Agreement as a result of a Sprint default, the NTELOS Entities shall only be obligated to provide such continuing PCS Services and LTE Services to Sprint customers for a period of six months. Upon a termination of the Agreement as a result of a default by the NTELOS Entities or following a National Competitor Transaction, the NTELOS Entities shall be obligated to provide such continuing PCS and LTE services to Sprint customers for a period of 30 months.

Under the Agreement, Sprint agrees to work with its vendors to facilitate improved access to and more favorable pricing for the NTELOS Entities with respect to devices and network equipment.

Item 7.01 Regulation FD Disclosure

As a result of entering into the Agreement, the Company is updating its financial guidance for 2014.

Attached as Exhibit 99.1 is a copy of a joint press release, dated May 22, 2014, of Sprint Corporation and the Company announcing the execution of the Agreement. Attached as Exhibit 99.2 is a copy of a press release, dated May 22, 2014, of the Company containing updated guidance and other information related to the Agreement. Attached as Exhibit 99.3 is a copy of the slide presentation that will be discussed on the conference call for investors and analysts on May 22, 2014.

Such information shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, except as shall be expressly set forth by specific reference in such filing.

Item 8.01 Other Events

The Company also announced today that its board of directors, in order to support the Company’s LTE network expansion and wholesale and retail growth initiatives, approved eliminating the Company’s quarterly cash dividend, after it pays the previously-declared \$0.42 per share dividend on July 11, 2014 to stockholders of record on June 13, 2014.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit

<u>No.</u>	<u>Description</u>
99.1	Joint press release dated May 22, 2014.
99.2	Press release dated May 22, 2014
99.3	Investor presentation dated May 22, 2014

SIGNATURE

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

Date: May 22, 2014

NTELOS HOLDINGS CORP.

By: /s/ Brian J. O'Neil

Brian J. O'Neil
Executive Vice President, General
Counsel and Secretary

EXHIBIT INDEX

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Sprint Corporation

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NTELOS Holdings Corp.

Jeffrey Goldberger / Rob Fink
 KCSA Strategic Communications
 P: 212-896-1249 / 212-896-1206
 Email: jgoldberger@kcsa.com / rfink@kcsa.com

Sprint and NTELOS Extend Strategic Network Alliance Through 2022

*-Expands 4G LTE Coverage for Sprint Customers
 -Provides nTelos Access to Sprint's Tri-Band Spectrum*

OVERLAND PARK, Kan. & WAYNESBORO, Va. – May 22, 2014 – Sprint Corporation (“Sprint,” NYSE: S) and NTELOS Holdings Corp. (NASDAQ: NTLS) today announced that Sprint and NTELOS Inc. (“nTelos”) reached an amended agreement to extend their Strategic Network Alliance (“SNA”) through 2022. Under the agreement, nTelos will continue to serve as the exclusive network provider for Sprint in the SNA territory, which covers approximately 2.1 million people in West Virginia and the western part of Virginia. In addition, Sprint customers will gain access to nTelos’s recently launched 4G LTE network and nTelos will have access to Sprint’s 800 MHz, 1.9 GHz and 2.5 GHz spectrum throughout the territory. nTelos plans to maximize the network experience for both its retail and wholesale customers by committing to expand and build its 4G LTE network in the SNA territory to specifications aligned with Sprint’s network modernization program.

“Extending our agreement with nTelos illustrates Sprint’s long-term commitment to enhancing competition by partnering with rural wireless carriers to provide faster networks, better coverage and more choice to Americans in underserved areas,” said Michael C. Schwartz, Sprint senior vice president of Corporate and Business Development. “The continuation of our long-standing relationship with nTelos allows Sprint to maximize our spectrum assets, reduce capital expenditures and provide our customers in western Virginia and West Virginia with expanded 4G LTE services.”

“Sprint and nTelos have been close partners since 1999, and today’s announcement further solidifies our relationship,” said James A. Hyde, CEO of NTELOS Holdings Corp. “The amended agreement will provide both nTelos and Sprint with a state-of-the-art network in the SNA territory from which each company can better serve our customers, compete more effectively and grow our respective market share. By making additional investments in our network, we expect to satisfy the growing voice and data needs of our largest customer as well as those of our retail subscribers and other wholesale partners. In addition, the agreement enhances our retail offering by providing nTelos customers with access to the Sprint Spark 4G network. We are excited to begin this next chapter of our relationship with Sprint and leverage it to find new and accretive ways to grow nTelos.”

Sprint’s agreement with nTelos builds on initiatives announced in March by Sprint, the Competitive Carriers Association and NetAmerica Alliance that seek to accelerate the deployment of 4G LTE coverage throughout underserved American communities. The programs foster a competitive 4G LTE wireless ecosystem — reducing roaming costs for carriers and improving competition, while expanding Sprint’s coverage by giving its customers the ability to roam on regional and rural carriers’ networks.

For additional details related to the SNA Agreement, please see the NTELOS Holdings Corp. Form 8-K filed with the Securities and Exchange Commission on May 22, 2014.



About Sprint

Sprint (NYSE: S) offers a comprehensive range of wireless and wireline communications services bringing the freedom of mobility to consumers, businesses and government users. Sprint served nearly 55 million customers as of March 31, 2014 and is widely recognized for developing, engineering and deploying innovative technologies, including the first wireless 4G service from a national carrier in the United States; leading prepaid brands including Virgin Mobile USA, Boost Mobile, and Assurance Wireless; instant national and international push-to-talk capabilities; and a global Tier 1 Internet backbone. The American Customer Satisfaction Index rated Sprint as the most improved company in customer satisfaction, across all 47 industries, during the last five years. Sprint has been named to the Dow Jones Sustainability Index (DJSI) North America in 2011, 2012 and 2013. You can learn more and visit Sprint at www.sprint.com or www.facebook.com/sprint and www.twitter.com/sprint.

About NTELOS

NTELOS Holdings Corp., operating through its subsidiaries as "nTelos Wireless," is headquartered in Waynesboro, Va., and provides high-speed, dependable nationwide voice and data coverage for approximately 468,000 retail subscribers based in Virginia, West Virginia and portions of Maryland, North Carolina, Pennsylvania, Ohio and Kentucky. The Company's licensed territories have a total population of approximately 8.0 million residents, of which its wireless network covers approximately 6.0 million residents. The Company is also the exclusive wholesale provider of network services to Sprint Corporation in the western Virginia and West Virginia portions of its territories for all Sprint CDMA and LTE wireless customers.

FORWARD-LOOKING STATEMENTS

Any statements contained in this press release that are not statements of historical fact, including statements about our beliefs and expectations, are forward-looking statements and should be evaluated as such. The words "anticipates," "believes," "expects," "intends," "plans," "estimates," "targets," "projects," "should," "may," "will" and similar words and expressions are intended to identify forward-looking statements. Such forward-looking statements reflect, among other things, our current expectations, plans and strategies, and anticipated financial results, all of which are subject to known and unknown risks, uncertainties and factors that may cause our actual results to differ materially from those expressed or implied by these forward-looking statements. Many of these risks are beyond our ability to control or predict. Because of these risks, uncertainties and assumptions, you should not place undue reliance on these forward-looking statements. Furthermore, forward-looking statements speak only as of the date they are made. We do not undertake any obligation to update or review any forward-looking information, whether as a result of new information, future events or otherwise. There are important factors with respect to any such forward-looking statements, including certain risks and uncertainties that could cause actual results to differ from those contained in the forward-looking statements. We advise the reader to review in detail the cautionary statements and risk factors included in our SEC filings, including our most recent Annual Report filed on Form 10-K.

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Investor Relations Contacts:

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 Email: jgoldberger@kcsa.com / rfink@kcsa.com

**NTELOS Holdings Corp. to Host Conference Call to Discuss
 Extension of Strategic Network Alliance with Sprint**

*–nTelos to Host Conference Call on May 22 at 8:00 a.m. ET
 –Revises Fiscal Year 2014 Adjusted EBITDA and Capital Expenditures Guidance
 –Adjusts Dividend Policy to Support 4G LTE Enhancement Program*

WAYNESBORO, Va. – May 22, 2014 – NTELOS Holdings Corp. (the “Company,” NASDAQ: NTLS), a leading regional provider of nationwide wireless voice and data communications and home to the “best value in wireless,” announced it will host a conference call today, May 22, 2014, at 8:00 a.m. ET to discuss the extension of the Strategic Network Alliance (“SNA”) with Sprint Corporation (“Sprint,” NYSE: S).

As disclosed in a joint press release issued this morning and on Form 8-K filed with the Securities and Exchange Commission, the amended and restated resale agreement has been extended to December 31, 2022. The agreement calls for NTELOS Inc. (“nTelos”) to remain the exclusive wholesale network services provider for Sprint in the SNA territory and expands the relationship to include access to the Company’s recently launched 4G LTE network. In addition, nTelos retail customers will have access to Sprint’s nationwide 4G LTE network outside the Company’s footprint.

“We are excited to continue our long-standing relationship with Sprint,” said James A. Hyde, CEO of NTELOS Holdings Corp. “Today’s announcement marks a monumental step that will shape nTelos’s future and lays the foundation for our strategy of unlocking value and accelerating growth. By investing in our network, nTelos is well-positioned to continue growing our retail business and maximizing the revenue potential of our wholesale relationships. We are pleased with the terms of the agreement, which we believe are mutually beneficial to all stakeholders. We are equally confident nTelos and Sprint will emerge with a best-in-class, state-of-the-art network, which will allow both companies to compete more effectively in a dynamic wireless environment.”

nTelos has committed to enhance its 4G LTE network in the SNA territory to specifications aligned with Sprint’s network modernization program. nTelos will have access to Sprint’s 800 MHz, 1.9 GHz and 2.5 GHz spectrum in the SNA territory to meet the growing demand for voice and data services among its retail and wholesale customers, improve the quality of its coverage and enhance overall customer satisfaction.

nTelos has agreed to substantially complete the network enhancements no later than May 2017 and estimates the SNA-related upgrade will cost between \$150.0 million and \$175.0 million. The build out is expected to be fully funded from existing cash balances and cash generated from operations. After reviewing its goals and evaluating its capital requirements, nTelos has made the strategic decision to eliminate its dividend following the payment of the previously declared July 2014 dividend, and redeploy the approximately \$36.0 million it pays annually in cash dividends to support network enhancements and its wholesale and retail growth initiatives.

Business Outlook

In accordance with GAAP, nTelos will be recognizing a portion of the billed SNA contract revenues on a straight line basis. Starting with the quarter ending June 30, 2014, the Company will treat the portion related to deferred SNA contract revenue as an adjustment in determining Adjusted EBITDA. In connection with the amended agreement, nTelos is revising its guidance for the year ending December 31, 2014.

The Company now expects its full year 2014 Adjusted EBITDA to be between \$128.0 million and \$135.0 million (previous range was \$140.0 million and \$150.0 million). In addition, the Company expects its full year 2014 capital expenditures to be between \$110.0 million and \$120.0 million (previous range was \$85.0 million and \$95.0 million). The Company also expects its full year 2015 Adjusted EBITDA to be flat as compared with full year 2014 Adjusted EBITDA and its full year 2015 capital expenditures to be between \$110.0 million and \$125.0 million.

Conference Call

The Company will host a conference call with investors and analysts to discuss the SNA agreement and its financial outlook on May 22, 2014, at 8:00 a.m. ET. To participate, please dial 1-888-317-6016 in the U.S., 1-855-669-9657 in Canada and 1-412-317-6016 for international, approximately 10 minutes before the scheduled start of the call. The conference call and accompanying presentation will also be accessible live on the Investor Relations section of the Company's website at <http://ir.ntelos.com>.

An archive of the conference call will be available online at <http://ir.ntelos.com> beginning approximately one hour after the call. A replay will also be available via telephone by dialing 1-877-344-7529 in the U.S., 1-855-669-9658 in Canada or 1-412-317-0088 for international callers, and entering access code [10046595] beginning approximately one hour after the call and continuing until June 6, 2014.

Non-GAAP Measures

Adjusted EBITDA is defined as net income attributable to NTELOS Holdings Corp. before interest, income taxes, depreciation and amortization, accretion of asset retirement obligations, deferred SNA contract revenue, gain/loss on sale of assets and derivatives, net income attributable to noncontrolling interests, other expenses/income, equity-based compensation charges, separation charges, secondary offering costs, net loss from discontinued operations and acquisition related charges.

Adjusted EBITDA is a key metric used by investors to determine if the Company is generating sufficient cash flows to continue to produce shareholder value and provide liquidity for future growth.

Adjusted EBITDA is a non-GAAP financial performance measure. It should not be considered in isolation or as an alternative to measures determined in accordance with accounting principles generally accepted in the United States of America ("GAAP"). Please refer to the exhibits and materials posted on the Company's website for a reconciliation of non-GAAP financial performance measures to the most comparable measures reported in accordance with GAAP and for a discussion of the presentation, comparability and use of such financial performance measures.

About NTELOS

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undertake any obligation to update or review any forward-looking information, whether as a result of new information, future events or otherwise. There are important factors with respect to any such forward-looking statements, including certain risks and uncertainties that could cause actual results to differ from those contained in the forward-looking statements. We advise the reader to review in detail the cautionary statements and risk factors included in our SEC filings, including our most recent Annual Report filed on Form 10-K.

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NASDAQ: NTLS

Strategic Network Alliance Extension Conference Call

May 22, 2014



Presentation of Financial and Other Important Information

USE OF NON-GAAP FINANCIAL MEASURES

Included in this presentation are certain non-GAAP financial measures that are not determined in accordance with US generally accepted accounting principles ("GAAP"). These financial performance measures are not indicative of cash provided or used by operating activities and exclude the effects of certain operating, capital and financing costs and may differ from comparable information provided by other companies, and they should not be considered in isolation, as an alternative to, or more meaningful than measures of financial performance determined in accordance with US generally accepted accounting principles. These financial performance measures are commonly used in the industry and are presented because NTELOS believes they provide relevant and useful information to investors. NTELOS utilizes these financial performance measures to assess its ability to meet future capital expenditure and working capital requirements, to incur indebtedness if necessary, and to fund continued growth. NTELOS also uses these financial performance measures to evaluate the performance of its business, for budget planning purposes and as factors in its employee compensation programs. Adjusted EBITDA is defined as net income attributable to NTELOS Holdings Corp. before interest, income taxes, depreciation and amortization, accretion of asset retirement obligations, deferred SNA revenue, gain/loss on derivatives, net income attributable to non-controlling interests, other expenses/income, equity based compensation charges, business separation charges, gain/loss on sale of assets, secondary offering costs and net loss from discontinued operations and costs related to the separation of the wireless and wireline companies.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Any statements contained in this presentation that are not statements of historical fact, including statements about our beliefs and expectations, are forward-looking statements and should be evaluated as such. The words "anticipates," "believes," "expects," "intends," "plans," "estimates," "targets," "projects," "should," "may," "will" and similar words and expressions are intended to identify forward-looking statements. Such forward-looking statements reflect, among other things, our current expectations, plans and strategies, and anticipated financial results, all of which are subject to known and unknown risks, uncertainties and factors that may cause our actual results to differ materially from those expressed or implied by these forward-looking statements. Many of these risks are beyond our ability to control or predict. Because of these risks, uncertainties and assumptions, you should not place undue reliance on these forward-looking statements. Furthermore, forward-looking statements speak only as of the date they are made. We do not undertake any obligation to update or review any forward-looking information, whether as a result of new information, future events or otherwise. Important factors with respect to any such forward-looking statements, including certain risks and uncertainties that could cause actual results to differ from those contained in the forward-looking statements, include, but are not limited to: our ability to attract and retain retail subscribers to our services; our dependence on our strategic relationship with Sprint Corporation ("Sprint"); a potential increase in roaming rates and wireless handset subsidy costs; rapid development and intense competition in the telecommunications industry; our ability to finance, design, construct and realize the benefits of any planned network technology upgrade; our ability to acquire or gain access to additional spectrum; the potential to experience a high rate of customer turnover; the potential for competitors to build networks in our markets; cash and capital requirements; operating and financial restrictions imposed by our credit agreement; adverse economic conditions; federal and state regulatory fees, requirements and developments; loss of ability to use our current cell sites; our continued reliance on indirect channels of retail distribution; our reliance on certain suppliers and vendors; and other unforeseen difficulties that may occur. These risks and uncertainties are not intended to represent a complete list of all risks and uncertainties inherent in our business, and should be read in conjunction with the more detailed cautionary statements and risk factors included in our SEC filings, including our most recent Annual Report filed on Form 10-K.



Agenda

- Jim Hyde, Chief Executive Officer
- Steb Chandor, Chief Financial Officer
- Bobby McAvoy, Chief Technology Officer

- ✓ Overview of Amended Strategic Network Alliance (“SNA”)
- ✓ Discussion of Long Term Strategy
- ✓ Q&A Session



Amended Agreement – Important Benefits

Provides clarity and solidifies Sprint relationship for nine years

Contributes significant and recurring wholesale revenues to nTelos

Positions nTelos for additional collaboration with Sprint

Offers nTelos and Sprint customers most robust LTE experience in SNA territory

Provides nTelos customers nationwide 4G LTE roaming

Leverages Sprint's spectrum holdings and vendor relationships

Supports nTelos's business expansion objectives

Provides nTelos with platform for additional wholesale business opportunities



Sprint Strategic Network Alliance (“SNA”) – Key Terms

Terms	Current SNA	Amended SNA
Expiration	July 31, 2015	December 31, 2022
Coverage Area	<ul style="list-style-type: none"> • 2.1 mm covered POPs in West Virginia and western Virginia • 853 cell sites • 36,800 square miles 	<ul style="list-style-type: none"> • 2.1 mm covered POPs in West Virginia and western Virginia • 853 cell sites • 36,800 square miles
Network	2G/3G	2G/3G/4G LTE / future feature upgrades
Spectrum	1.9 PCS (nTelos)	800/1.9/2.5 (nTelos & Sprint)
Anticipated 4G LTE Buildout Timeline	N/A	Expect to be completed no later than May 2017
Nationwide Roaming	2G/3G	2G/3G/4G LTE
Exclusivity	<ul style="list-style-type: none"> • Exclusive wholesale provider in SNA territory • Can sign wholesale agreements with other carriers 	<ul style="list-style-type: none"> • Exclusive wholesale provider in SNA territory • Can sign wholesale agreements with other carriers
Equipment Vendor Relationships	None	Leverage Sprint's device and equipment relationships
Incremental Investment	Agreed to build 3G EVDO network	Agreed to build 4G LTE network

Network Architecture

SNA network will closely align with Sprint's network modernization architecture program and use equipment from shared vendors

Sprint and nTelos customers in SNA territory will have access to spectrum in three band classes (800 MHz, 1.9 GHz and 2.5 GHz)

Network enhancements will build off current infrastructure to make most efficient use of capital

Illustrative Base Stations



Illustrative Multi-Mode Base Stations



Images Courtesy of Sprint



Selected Financial Data

(\$ in millions)	2014 (Old)	2014 (New)	2015E
SNA Adjusted Revenue ⁽¹⁾	~ \$160	\$150-\$154	↓ 5% - 10%
Adjusted EBITDA ⁽¹⁾	\$140-\$150	\$128-\$135	Flat
Total CapEx	\$85-\$95	\$110-\$120	\$110-\$125
Incremental SNA LTE CapEx ⁽²⁾	N/A	\$25	\$50-\$60
Gross Debt Leverage ⁽³⁾	3.6x	4.0x	
Cash Balance (3/31/14)	\$121		

¹ SNA Adjusted Revenue and Adjusted EBITDA are adjusted for the impact of recognizing a portion of the billed SNA contract revenues on a straight line basis. The deferred SNA contract revenue for 2014 and 2015 is expected to be \$8.0 million and \$11.0 million, respectively.

² Remaining \$75.0 million to \$90.0 million of Incremental SNA LTE CapEx spend in 2016-2017.

³ Gross Debt Leverage defined as FY 2014 Gross Debt divided by the midpoint of 2014 Adjusted EBITDA guidance.

Note: 2014 (Old) Adjusted EBITDA and Total CapEx ranges as of May 7, 2014.



Return of Capital Policy

Current Quarterly Dividend	\$0.42 / share
Shares outstanding April 30, 2014	21.5 million
Dividends paid or to be paid in 2014	\$27.3 million*

Existing dividend policy is a carryover of pre-separation policy

Dividend elimination will provide approximately \$36mm annually of additional growth capital

- January 2014 - \$9.1 million
- April 2014 - \$9.1 million
- July 2014 - \$9.1 million to be paid



Agreement is Win-Win

*“Extending our agreement with nTelos illustrates Sprint’s long-term commitment to **enhancing competition by partnering** with rural wireless carriers to **provide faster networks, better coverage and more choice** to Americans in **underserved areas**,”* said Michael C. Schwartz, Sprint Senior Vice President of Corporate and Business Development. *“The continuation of our long-standing relationship with nTelos allows Sprint to **maximize our spectrum assets, reduce capital expenditures** and provide our customers in western Virginia and West Virginia with **expanded 4G LTE services.**”*



NTELOS Strategy – Catalyst for Growth

- ❖ Long term value creation and cash flow generation
- ❖ Improved strategic optionality for all stakeholders



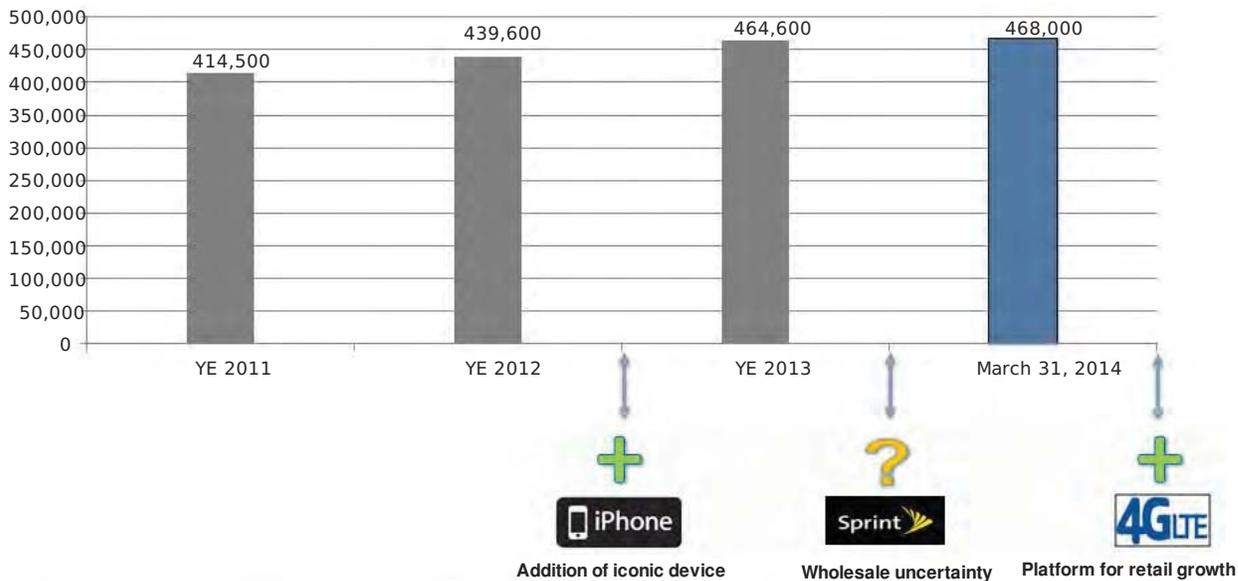
NTELOS Strategy – Catalyst for Growth (continued)

- ❖ Long term value creation and cash flow generation
 - ✓ Expand wholesale relationships
 - ✓ Sprint extension and expansion
 - ✓ Further collaboration with Sprint
 - ✓ DISH
 - ✓ Other opportunities
 - ✓ Improve retail margins to create value
 - ✓ Market and revenue share growth
 - ✓ Greater efficiencies
 - ✓ Focus on customer experience
 - ✓ Network
 - ✓ Devices
 - ✓ Differentiated value proposition



Subscribers – Return to Growth

✓ Retail base grows 13% since trough in 4Q11





Benefits to nTelos Retail Platform

- ✓ Faster, more reliable network experience
- ✓ Improved in-building penetration
- ✓ Attract high-value customers
- ✓ Increase customer satisfaction
 - ✓ Reduce churn
 - ✓ Increase long-term customer value
- ✓ Access to nationwide LTE service
- ✓ Access to latest multi-band devices



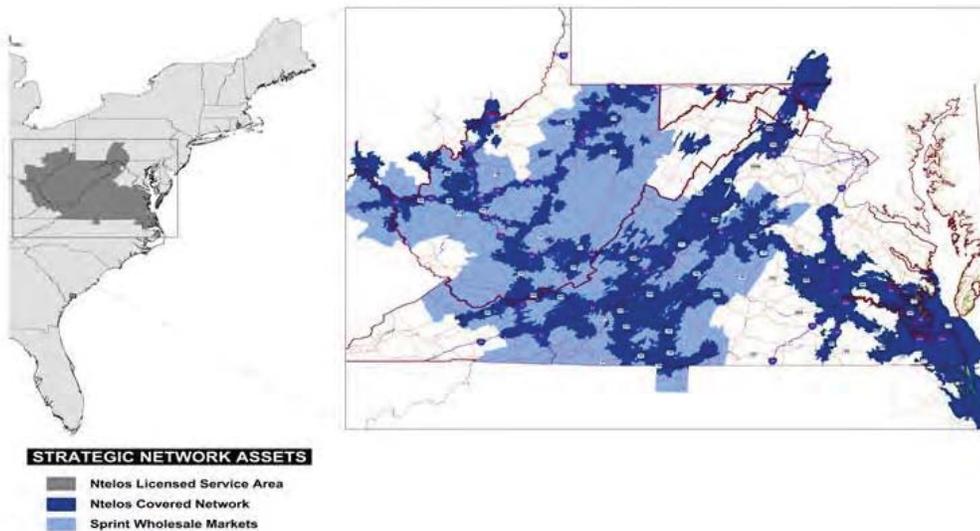
NTELOS Strategy – Catalyst for Growth (continued)

- ❖ Improved strategic optionality for all stakeholders
 - ✓ Partnerships
 - ✓ Investments – Strategic Assets
 - ✓ Executing on our wholesale / retail strategy



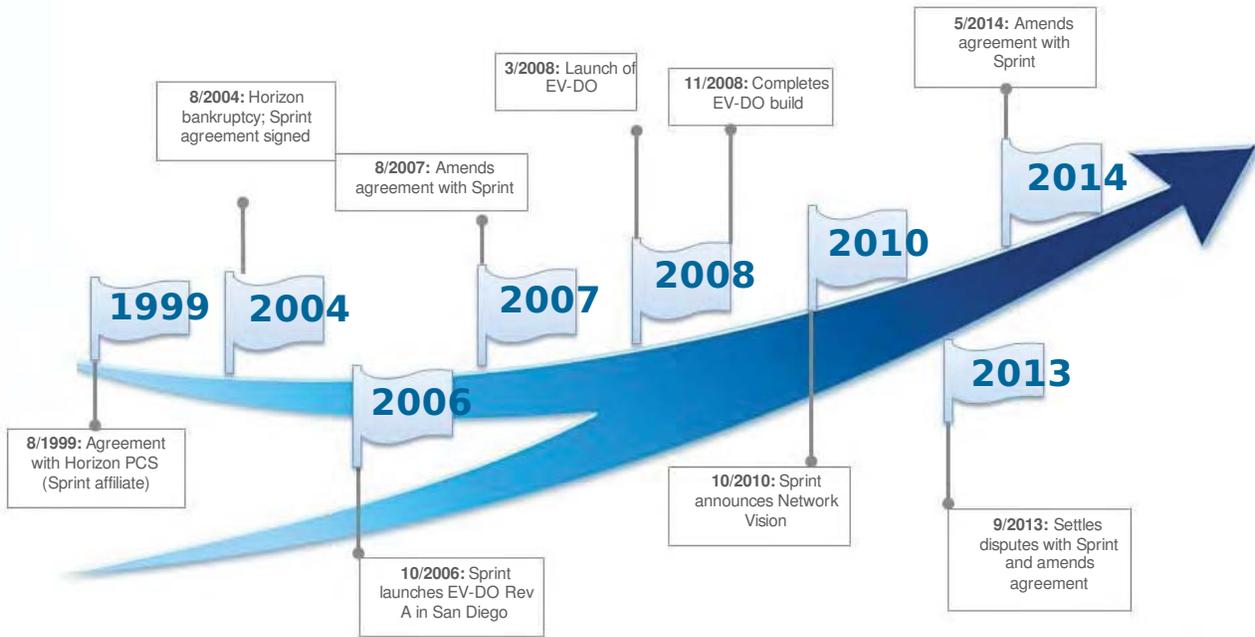
Appendix

nTelos Footprint





Sprint Strategic Network Alliance Evolution





NASDAQ: NTLS

Strategic Network Alliance Extension Conference Call

May 22, 2014

LONG-TERM DE FACTO
SPECTRUM LEASING AGREEMENT

THIS long-term de facto leasing agreement (this "Agreement") is made and entered this 21st day of May, 2014 ("Effective Date") by and among **Nextel Communications of the Mid-Atlantic, Inc., Nextel WIP License Corp., Nextel WIP Expansion Two Corp., and Nextel License Holdings 1, Inc.** each an indirect subsidiary of Sprint Corporation, a Delaware corporation (collectively, the "Licensee"), and **NTELOS Inc.** ("Lessee"). Lessee and Licensee may be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Licensee holds the licenses on the frequencies ("Frequencies") issued by the Federal Communications Commission ("FCC") specified in Schedule A attached hereto ("Licenses"); and

WHEREAS, Lessee is a for-profit wireless communications service provider;

WHEREAS, Lessee, desires to lease from Licensee spectrum in the 800 MHz spectrum band in the markets (the "Market") under the License(s) specified in Schedule A, and to use the spectrum covered by such Licenses subject to the terms of this Agreement (the "Leased Spectrum"); and

WHEREAS, the Parties have agreed to enter into this Agreement, granting to Lessee de facto control over the licenses for the Frequencies for exclusive use in its communications network in exchange for a fee ("Leasing Arrangement"), in accordance with the terms and conditions listed below and subject to FCC approval. For purposes of this Agreement, granting to Lessee de facto control over the licenses for the Frequencies shall mean providing Lessee with operational control over the Frequencies, as allowed by the FCC and further described in the terms below;

WHEREAS, the Licensee and Lessee are contemporaneously entering into a Resale Agreement (the "Resale Agreement") which contains certain rights, covenants and conditions relating to the use of the Leased Spectrum.

NOW THEREFORE, in consideration of the premises and covenants hereinafter set forth, and for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Initial Term and Renewal.

(a) Initial Term. Unless this Agreement is terminated earlier in accordance with Section 14, the term of the lease under this Agreement begins on the date upon

which the FCC grants the Application filed by the parties pursuant to Section 2 hereafter (the “Start Date”) and ends on December 31, 2022 (the “Initial Term”).

(b) Renewal: Upon the renewal of the Resale Agreement in accordance with its Terms this Agreement will also automatically renew beyond the Initial Term for separate renewal periods of three (3) years each (each, a “Renewal Term”).

(c) Automatic extension for Phase-Out Period. To the extent that Licensee requests a Phase-Out Period under the Resale Agreement, the Initial Term or the then-current Renewal Term will automatically extend for the length of the Phase-Out Period plus thirty (30) days.

(d) Additional extensions for Orderly Transition. Upon the written request of Lessee demonstrating that additional time is reasonably required in order to assure an orderly transition of Lessee’s subscribers from the Leased Spectrum to other spectrum licensed to or leased by the Lessee, which request shall be made prior to the end of the Phase-Out Period, this Agreement will be extended for up to an additional twelve (12) months to allow for such orderly transition. If such extension is requested, the Licensee and the Lessee shall use commercially reasonable efforts to complete the orderly transition of Lessee’s subscribers off of the Leased Spectrum in the most expeditious means available.

(e) Automatic extension pending License renewal. In the event that the FCC authorizations under any of the Licenses expires before the end of the Initial Term, a Renewal Term or any extension thereof provided or under subsections (c) or (d) above, this Agreement will automatically extend during the pendency of the FCC’s consideration of any renewal application for such License filed by the Licensee, and the Licensee shall make such filings and applications as are required by the FCC to retain this Agreement and the Lessee’s rights to lease hereunder in full force and effect pending such renewal.

2. Lease Applications and Regulatory Fees.

(a) Lease Applications: Lessee or Licensee, as the FCC requires, shall file the necessary application or applications with the FCC, seeking consent to the long-term de facto lease of the licenses for the Frequencies listed on Schedule A (“Application”), within ten business (10) days following the execution by both Parties of this Agreement. The Parties shall further cooperate to produce and submit to the FCC all certifications and documents necessary to complete all filings hereunder.

(b) Application and Regulatory Fees: Lessee shall pay the FCC application(s) fees for the Application(s). During the Term, Lessee shall also pay the annual regulatory fees associated with operating on the Frequencies.

3. Frequencies Management. Upon consent by the FCC to the Application with respect to a particular Frequency or License (the "Start Date") Lessee shall have exclusive rights to use, deploy and operate such frequency in its communications network until the expiration of the Term pertaining to such frequency, or until the earlier termination of this Agreement with respect to such Frequency (pursuant to Paragraph 13 below). Lessee shall operate the Frequencies at its own expense, providing: (i) all equipment as may be necessary or appropriate for the operation of the Frequencies; and (ii) operational, engineering, maintenance, repair and such other technical services as may be necessary to the operation of the Frequencies. Lessee shall retain all ownership of all assets it utilizes to operate on the Frequencies, including, but not limited to, all equipment and rights to customers. Lessee shall further have the exclusive right to collect and receive all revenue from the operation of Lessee's communications system. Upon Lessee's request, Licensee shall make available any technical or logistical information necessary to complete the construction, provided that such disclosure does not violate any other agreement Licensee may have with a third party.

4. Assumption of Liabilities. Neither Party is assuming or shall be responsible for any of the other's liabilities or obligations (including but not limited to site leases and customer obligations) except as required by the FCC and this Agreement to enable the Parties to engage in the Leasing Arrangement. Licensee and Lessee shall each bear their own legal, accounting and brokerage expenses in connection with this Agreement. The Parties acknowledge that no brokers were used in the negotiation of this Agreement.

5. Lease Consideration. Licensee and Lessee acknowledge and agree that the rights and obligations of the parties under the Resale Agreement constitute full and fair consideration for the rights and obligations undertaken hereunder, and no additional monetary consideration will be required of, or paid by, the Lessee for the rights granted hereunder during the Term, any Renewal Term, or any extensions thereof provided in this Agreement.

6. Revenues and Expenses. During the Term, Lessee shall pay for all expenses and costs of the deployment and operation of the Frequencies on its communications system, including, but not limited to, any and all federal, state and local taxes related to the equipment it uses to operate the Frequencies, any sales taxes associated with providing service on the Frequencies, site rental, maintenance, utilities, and all other recurring and nonrecurring costs and expenses. In return, Lessee shall be entitled to all revenue derived from the operation of the Frequencies.

7. Regulatory Compliance and FCC Mandated Provisions. The Parties agree to comply with all applicable FCC rules and regulations governing the Frequencies and the Licenses, and specifically represent and agree to the following:

REDACTED FOR PUBLIC INSPECTION

(a) Licensee and Lessee are familiar with the rules of the FCC regarding a wireless service licensee's responsibility under the Communications Act of 1934, as amended from time to time ("Communications Act"), the FCC's rules relating to spectrum leasing, and all other applicable FCC rules, regulations and policies ("Communications Laws"), and agree to comply with all such laws and regulations;

(b) Neither Lessee nor Licensee shall represent itself as the legal representative of the other before the FCC or any party, but will cooperate with each other with respect to FCC matters concerning the Licenses or the Frequencies;

(c) Lessee has primary responsibility for complying and shall comply at all times with the rules set forth in 47 CFR § 90.1 et seq., § 1.901 et. seq. and §24.1 et. seq., the Communications Act and any FCC policies and rules that apply to the Frequencies and the Licenses, and the Leasing Arrangement set forth in this Agreement may be revoked, cancelled, or terminated by Licensee (subject to the terms of Paragraph 13) or the FCC if Lessee fails to comply with the applicable laws and regulations;

(d) Lessee shall interact with the FCC on matters regarding the Licenses and Frequencies, and cause the preparation and submission to the FCC or any other relevant authority all reports, applications (except for applications for renewal of the Licenses, which must be filed by Licensee), filings or other documents requested from Lessee by the FCC or are otherwise required of a spectrum lessee;

(e) Lessee shall maintain on file all information relating to the Licenses and Frequencies that must be maintained by Lessee under FCC rules;

(f) Lessee shall ensure compliance with all E911 obligations applicable to the Frequencies;

(g) Lessee shall be subject to the same license use and frequency operation restrictions and rules under the Licenses as Licensee would be, including, but not limited to restrictions and rules pertaining to operation, interference, and safety;

(h) If any of the Licenses is revoked or cancelled, terminated, or otherwise ceases to be in effect, Lessee shall have no continuing authority or right to use and shall vacate the leased spectrum unless otherwise authorized by the FCC;

(i) This Agreement and the Leasing Arrangement are not an assignment, sale, or transfer of the Licenses;

(j) To the extent it is assignable under Paragraph 19 below, the Leasing Arrangement and this Agreement shall not be assigned to any entity that is ineligible or

unqualified to enter into a spectrum leasing arrangement under the rules set forth in 47 CFR § 1.901, et. seq.;

(k) Licensee shall not consent to an assignment of the Leasing Arrangement that fails to comply with applicable FCC rules and regulations;

(l) Maintenance of FCC Licenses Licensee shall take such commercially reasonable actions as are necessary to maintain its License(s) in full force and effect throughout the Term, including the filing and prosecution of application(s) for FCC renewal of the License(s) if any License(s) are due to expire before the end of the Term, and including maintaining construction of any analog license sites until Lessee has met its requirements in accordance with the Resale Agreement network build plan. Licensee shall satisfy all of the requirements imposed on Licensee under long-term de facto leasing arrangements by 47 C.F.R. § 1.9030. Licensee shall be responsible for reporting to the FCC the completion of any construction or build out requirements with respect to the Licenses.

(m) Lessee shall operate its system and be regulated as a Commercial Mobile Radio Service (“CMRS”) carrier. Lessee may use the applicable Leased Spectrum to offer any CMRS services (e.g., fixed or mobile) it determines so long as such use or services are not currently or hereafter prohibited under the terms and conditions of the applicable License(s) or the Communications Laws, and so long as such operation will not result in an Event of Default by Lessee as provided under the Resale Agreement.

(n) (reserved)

(o) The spectrum usage rights granted to Lessee include the right to design, construct, operate and maintain its system(s), including determining the final number and location of radio facilities to be constructed, the services to be offered, and the identification and the selection of sites in the Market, in a manner that will not result in an Event of Default by Lessee as provided under the Resale Agreement. With respect to Lessee’s use of the Frequencies, coordination on build plans and RF planning/oversight with Licensee will be required.

(p) Lessee shall obtain OCNs, ACNA, NXX codes and federal identification numbers, negotiate wireless interconnection agreements with incumbent local exchange carriers, and secure requisite approvals/certifications from any required governmental authority to the extent necessitated by the proposed operations.

(q) Notifications of Violations or Material Changes; Cooperation. Licensee shall promptly notify Lessee of the occurrence of any event or the initiation of any litigation, investigation, proceeding or inquiry by the FCC or any governmental authority which could reasonably be expected to have a material impact or result in a material change in

its ownership of the License(s) or Lessee's operations under this Agreement. In the event that the FCC or any other governmental authority initiates an investigation or inquiry concerning Licensee or Lessee in connection with this Agreement or any of the performances rendered hereunder, Licensee and Lessee agree to cooperate with the other Party, the FCC, or other governmental authority.

8. General Obligations. Subject to the review and supervision of Licensee over matters reasonably impacting its FCC License(s) and Licensee's ability to meet its FCC obligations as set forth in this Agreement, Lessee shall be obligated to:

(a) cooperate with and aid Licensee with whatever actions Licensee is required to take, if any, in order to obtain the approvals or consents of any governmental authority to this Agreement;

(b) construct and operate its system(s) on the Leased Spectrum consistent with the Communications Laws, FAA laws, the laws of any other governmental body, this Agreement, and the terms and conditions of the applicable FCC License(s) (including eligibility, basic and character qualifications requirements, foreign ownership, use restrictions, and regulations intended to prevent harmful interference to any other licensed spectrum user entitled to interference protection under the Communications Laws);

(c) satisfy the eligibility, qualification and all other requirements imposed on a spectrum Lessee under long-term de facto leasing arrangements pursuant to 47 C.F.R. § 1.9030;

(d) comply with any and all applicable requirements of the applicable FCC License(s) arising under the Communications Laws, including, but not limited to those relating to: radiofrequency (RF) safety rules for human exposure; the Communications Assistance for Law Enforcement Act (CALEA), 47 U.S.C. §§ 229, 1001 et seq., 47 C.F.R. Part 64, Subparts V and W; Equal Employment Opportunity (EEO), 47 C.F.R. §§ 1.815, 22.321; Telecommunications Relay Service (TRS), 47 U.S.C. § 225, 47 C.F.R. Part 64, Subpart F; North American Numbering Plan (NANP), 47 U.S.C. § 251(e), 47 C.F.R. Part 52; and universal service funds, 47 U.S.C. § 254, 47 C.F.R. §§ 54.706, 54.709;

(e) satisfy the FCC's E-911 requirements set forth in 47 C.F.R. § 20.18 to the extent that they may be applicable to Lessee's operation of its System(s); and

(f) take whatever actions are reasonably necessary to not cause, and resolve any interference-related matters arising from operation of its System(s) it may construct and operate on the Leased Spectrum, including, but not limited to, any conflicts between Lessee and any other licensed spectrum user. In the event that Lessee reasonably

determines that any future system construction or any other change in the network design could reasonably be expected to result in harmful interference to the Licensee's adjacent operations outside of the Markets, prior to initiating the development of proposed sites for deployment, Lessee shall consult with the Licensee with respect to each such proposed change, and will, upon reasonable request provide Licensee with the proposed design and RF operating parameters (including vendor, and technology) for Licensee's review in order to mutually determine any steps that may be necessary to mitigate against the possibility that such harmful interference will occur. In the event Lessee's operations do result in harmful interference to Licensee's adjacent operations or to another licensed spectrum user, Lessee will as soon as possible of learning of such interference, take reasonable steps to eliminate the interference.

9. Covenants of Licensee: During the Term,

(a) Licensee: (i) shall not permit any liens, encumbrances whatsoever, or short space agreements to attach to the Licenses or the Frequencies; and (ii) shall take no action contrary to those permitted, or fail to take any action which would jeopardize the rights of Lessee under this Agreement; and

(b) to the extent that Licensee exercises any of its rights under Section 7.2.3 ("Absence of Coverage) of the Resale Agreement to construct its own cell sites (e.g., including but not limited to macro-sites, femtocells or other small cell devices), or to take other action to provide such coverage using any of the Frequencies, all such construction and/or operation shall be under the supervision and control of the Lessee, within a Market, and Licensee shall at all times comply with the operating parameters and requirements as listed on Schedule B attached hereto. In the event that interference by Licensee results in harmful interference to Lessee's operations, Licensee shall as soon as possible eliminate the interference to Lessee's reasonable satisfaction or, if such resolution cannot be achieved within four (4) hours of receipt of an oral or written request from Lessee, immediately thereafter cease the interfering operations. As to any such construction and operation by Licensee within the Markets, Licensee will provide Lessee with a 24/7 contact person or persons responsible for the network operations.

10. Representations and Warranties of Licensee. Licensee hereby represents and warrants as follows: (i) this Agreement constitutes the valid and binding obligation of Licensee entered into freely and in accordance with Licensee's business judgment as the result of arm's-length bargaining and is enforceable in accordance with its terms; (ii) neither the execution nor the delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any violation of or constitute a default under any material agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which Licensee is bound; (iii) Licensee is the lawful, beneficial and exclusive licensee of the Licenses; (iv) neither the Licenses nor the Frequencies are subject to any agreement or understanding

whatsoever with any third party; (v) the Licenses are valid and in good standing with the FCC; and (vi) there is no pending or, to the best of Licensee's knowledge, threatened action by the FCC or any other governmental agency or third party to suspend, revoke, terminate or challenge any of the Licenses;; and (viii) there are no costs or other obligations with regard to rebanding or relocation applicable to any Frequencies that would be attributed to Lessee or that would affect Lessee's right to use the Leased Spectrum as set forth in this Agreement. Each of Licensee's representations and warranties shall survive the expiration of the Term for a period of three (3) years.

11. Representations and Warranties of Lessee. Lessee hereby represents and warrants to Licensee as follows: (i) this Agreement constitutes the valid and binding obligation of Lessee entered into freely and in accordance with Lessee's business judgment as the result of arm's-length bargaining and enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights or equitable principles generally; (ii) neither the execution nor the delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any material violation of or constitute a material default under any term of the articles of incorporation or by-laws of Lessee or any agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which Lessee is bound; and (iii) Lessee has the requisite financial resources to accomplish the obligations set forth in this Agreement. Each of Lessee's representations and warranties shall survive the expiration of the Term for a period of three (3) years.

12. Confidentiality and Non-Disclosure.

(a) Confidentiality of the Terms of this Agreement. The terms of this Agreement that are not otherwise required to be disclosed to the FCC in support of the lease applications shall be kept strictly confidential by the Parties and their agents, which confidentiality shall survive the termination or expiration of this Agreement for a period of three (3) years. The Parties may make disclosures as required by law and to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform obligations hereunder, provided, however, that the Parties shall cause all Agents to honor the provisions of this Section. The Parties shall cooperate to submit a confidentiality request with the FCC in the event the FCC seeks from the Parties a copy this Agreement or any information regarding the terms thereof.

(b) Non-Disclosure of Shared Information. It is contemplated that, during the Term, the Parties may be supplying and/or disclosing to each other information ("Information"). The Information will, during the Term of this Agreement and for a period of three (3) years subsequent to the termination or expiration of the Agreement, be kept confidential by the Parties hereto, not be used by the receiving Party in any way detrimental to the disclosing Party and not used for any purpose other than implementing

the terms of this Agreement. The receiving Party shall be responsible for any improper use of the Information by it or any of its employees, representatives or agents. Without the prior written consent of the disclosing Party, the receiving Party shall not disclose to any entity or person, the Information, that the Information has been made available to it, or any other facts with respect to any conversations and/or discussions between Parties hereto. Each person to whom such Information is properly disclosed must be advised of its confidential nature and must agree to abide by such terms of this Paragraph.

(c) Exclusions. The Information shall not include any Information which becomes published or is in the public domain by other than an unauthorized disclosure by the Parties hereto, their employees, representatives or agents or other than an unauthorized disclosure by a third party.

(d) Remedy for Breach. As a violation by the receiving Party of the provisions of this Section could cause irreparable injury to disclosing Party and there may be no adequate remedy at law for such violation, the disclosing Party shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the receiving Party in a court of equity from further violating such provisions.

13. Indemnification

(a) Licensee Indemnification: Licensee shall indemnify, defend and hold Lessee, its officers, directors, employees and agents harmless from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, asserted against, imposed upon or incurred by Lessee resulting from: (i) any material breach of any covenant, agreement, representation or warranty of Licensee contained in, or made pursuant to, this Agreement; (ii) any claims brought against Lessee, or its affiliates or subsidiaries, by customers, employees or agents of Licensee, or any other person or entity, arising from dealings between Licensee and such entities or persons, or otherwise relating to Licensee (that are not related to Lessee's obligations under this Agreement) or Licensee's business; and (iii) any and all costs and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof. Licensee's obligations under this Paragraph shall survive the Term for a period of three (3) years.

(b) Lessee Indemnification: Lessee shall indemnify, defend and hold Licensee, its officers, directors, employees and agents harmless from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, asserted against, imposed upon or incurred by Licensee, resulting from: (i) any material breach of any covenant, agreement, representation or warranty of Lessee contained in, or made pursuant to, this Agreement; (ii) any claims brought against Licensee by customers, employees or agents

of Lessee, or any other person or entity, arising from dealings between Lessee and such entities (that are not related to Licensee's obligations under this Agreement) or otherwise relating to the use or operation of the Frequencies by Lessee or Lessee's communications system; and (iii) any and all costs and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof. Lessee's obligations under this Paragraph shall survive the Term for a period of three (3) years.

14. Termination.

(a) This Agreement shall automatically terminate with respect to an affected license or frequency (of the Licenses or Frequencies) upon the earlier of (i) an FCC Final Order (as defined below) denying any Application; (ii) an FCC Final Order prohibiting the Leasing Arrangement or otherwise requiring either Party or both Parties to terminate this Agreement; (iii) the loss or expiration without renewal of such license; (iv) an FCC Final Order revoking, terminating or canceling such license; or (v) the completion of the Term (without renewal). For purposes of this paragraph, "Final Order" means action by a regulatory authority as to which (a) no request for stay by such authority of the action is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it has passed; (b) no petition for rehearing or reconsideration of the action is pending before such authority, and the time for filing any such petition has passed; (c) such authority does not have the action under reconsideration on its own motion and the time for such reconsideration has passed; and (d) no appeal to a court, or request for stay by a court, of such authority's action is pending or in effect, and, if any deadline for filing any such appeal or request is designated by statute or rule, it has passed.

(b) This Agreement may be terminated by Lessee upon a material breach hereof by Licensee following a thirty (30) day period for cure by the Licensee after written notice of the breach; provided, however, that termination of the Agreement due to such breach shall not occur until the earlier of the expiration of the Term, or sixty (60) days following notice to the Licensee of the breach

(c) This Agreement may be terminated by Licensee following a sixty (60) day period for cure by Lessee after written notice of the breach, only upon an action or omission by Lessee that would reasonably be expected to result, after hearing, in the revocation of the License or the termination by the FCC of this Lease Agreement (a "Material Breach").

(d) This Agreement will terminate fifteen (15) days following the date of the early termination of the Resale Agreement by reason of an uncured breach thereof by Lessee; provided, however, that in such event, Lessee may, by written notice to Licensee given not more than ten (10) days after the date on which the Resale

Agreement has terminated, extend the term of this Lease for up to an additional six (6) months in order to allow Lessee to engage in the orderly transition of its subscribers from the Leased Spectrum. If such extension is requested, the Licensee and the Lessee shall use commercially reasonable efforts to complete the orderly transition of Lessee's subscribers off of the Leased Spectrum in the most expeditious means available.

(e) This Agreement may be terminated by the Lessee upon written notice to the Licensee at any time after the early termination of the Resale Agreement by reason of the uncured breach of thereof by Licensee.

(f) The Parties shall notify the FCC of the termination of this Agreement with respect to any of the Licenses or the Frequencies within ten (10) calendar days following the effective date of such termination as provided in this Section 14..

15. Effect of Termination. Upon the termination of this Agreement, either at the end of the Term or Renewal Term as provided in Section 1 hereof or earlier, as provided in Section 14 hereof, including any extensions of the term as provided in either Section 1 or Section 14, each Party shall pay all of its own fees and expenses related to this Agreement and the transactions contemplated herein, and the Parties shall have no further liability hereunder except by reason of any breach of this Agreement or of any representation, warranty or covenant contained herein occurring prior to the date of such termination. Lessee shall promptly terminate the operation of any radio frequency transmitting equipment it employed to operate on the Leased Spectrum and vacate the Leased Spectrum. Any termination of this Agreement, however effected, shall not release either Licensee or Lessee from any liability or other consequences arising from any breach or violation by any such Party of the terms of this Agreement prior to the effective time of such termination, and such other general or procedural provisions, which may be relevant to any attempt to enforce such obligations or duties, shall survive any such termination of this Agreement until such obligations or duties shall have been performed or discharged in full.

16. Attorney's Fees and Costs: Should either Party be required to retain the services of an attorney to file an action to enforce any of its rights hereunder, or under any other document executed and delivered pursuant to this Agreement, the Party prevailing in such action shall be entitled to recover reasonable attorney's fees and court costs in connection therewith in an amount to be fixed by the court hearing the action.

17. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given the same day if delivered personally or sent by facsimile or the next business day if sent by express mail (overnight delivery), or five (5) business days if sent by registered or certified mail, return receipt requested, postage prepaid, to the Parties at the following addresses (or at such other address for a Party as shall be specified

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by like notice provided that notice of change of address shall be effective only upon receipt thereof).

If to Licensee, to:

Nextel Communications of the Mid-Atlantic, Inc.,
Nextel WIP License Corp.,
Nextel WIP Expansion Two Corp., and
Nextel License Holdings 1, Inc
to Sprint Corporation
12502 Sunrise Valley Drive
Reston, VA 20196
Attn: Patricia Tikkala, VP Spectrum Management

And a copy to:

Sprint Corporation
12502 Sunrise Valley Drive
Reston, VA 20196
Attn: Heather P Brown, Sr. Counsel-Legal Dept.
Phone: (703) 433-4467 Fax: (703) 433-4483

If to Lessee, to:

NTELOS Inc.
1154 Shenandoah Village Drive
Waynesboro, VA 22980
Attention: Chief Executive Officer
Facsimile (540) 941-3505

NTELOS Inc.
1154 Shenandoah Village Drive
Waynesboro, VA 22980
Attention: General Counsel
Facsimile (540) 941-3505

18. Waivers. Licensee and Lessee, by written notice to the other, may (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement, (b) waive any inaccuracies in the representations or warranties of

the other contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement, or (d) waive or modify performance of any of the obligations of the other under this Agreement; provided that neither party may without the prior written consent of the other make or grant such extension of time, waiver of inaccuracies or compliance, or waiver or modification of performance, with respect to its own obligations, representations, warranties, conditions or covenants hereunder. Except as otherwise expressly provided herein, no action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement made by the Parties hereto. No delay or omission to exercise any right, power or remedy accruing to any Party hereunder shall be construed to be a waiver of any such breach or default, or any acquiescence therein, or a waiver of any similar breach or default.

19. Force Majeure. Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably anticipated by the non-performing Party and that cannot be reasonably avoided or overcome (each such cause being a "Force Majeure Event"); if: (i) the non-performing Party gives the other Party prompt written notice of such cause, and in any event, within fifteen (15) calendar days of its discovery; and (ii) such nonperformance will be excused only during the period when the Force Majeure Event occurs, continues to exist and cannot be reasonably overcome. A party shall only be excused from performing under this Agreement due to a Force Majeure Event for one hundred eighty (180) days from the date of written notice of the cause; provided, however, that if such Force Majeure Event continues for more than one hundred eighty (180) days from the date of written notice of the cause, than the affected Party may, by written notice to the other Party, terminate this Agreement only as to the Licenses or Channels affected by the Force Majeure Event.

20. Independent Parties. None of the provisions of this Agreement will be deemed to constitute a partnership, joint venture, or any other similar relationship between the Parties, and neither Party will have any authority to bind the other in any manner except as specifically indicated in this Agreement. Neither Party will have or hold itself out as having any right, authority or agency to act on behalf of the other Party in any capacity or in any manner, except as may be specifically authorized in this Agreement.

21. Entire Agreement, Amendment. This Agreement, together with the Schedules hereto, constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof and the use by Lessee of the Frequencies, superseding in their entirety all prior oral or written agreements or understandings. This Agreement may not be changed, modified or altered except by written agreement of the Parties.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, representatives, successors and permissible assigns. Lessee may not assign its rights or delegate its duties under this Agreement without the prior written consent of the Licensee, which consent shall not be unreasonably withheld nor denied. Licensee may, upon written notice to Lessee and the receipt of any required consent from the FCC, assign the licenses for the Frequencies and its obligations under this Agreement.

23. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Delaware without giving effect to conflict of laws provisions thereof. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, that provision shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein, provided the original intent of the Parties is preserved, and the Parties shall use their reasonable best efforts to make the covenant, condition or other provision valid and lawful if possible so as to preserve original intent of the Parties insofar as practical.

24. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing herein expressed or implied will give or be constructed to give to any other person or entity any legal or equitable rights hereunder.

25. Cooperation. The Parties will take such further action and execute such further assurances, documents and certificates as either Party may reasonably request to effectuate the purposes of this Agreement.

26. Counterparts. This Agreement may be executed 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. Original signatures transmitted by facsimile shall be effective to create such counterparts. Each of the Parties shall maintain a fully executed original of the Agreement, a copy of which shall be made available to the FCC upon request.

27. Interpretation. All headings used in this Agreement are for convenience of reference only and shall not be deemed to have any substantive effect. This Agreement has been prepared and negotiations in connection herewith have been carried on by the joint efforts of the Parties hereto. Notwithstanding any law or rule of contract interpretation to the contrary, this Agreement shall not be interpreted strictly for or against any party hereto. Each of the Parties certifies to the other that it has reviewed this Agreement with, and is relying solely upon the advice of, its independent counsel

and tax advisor, as to the negotiation, preparation, execution and delivery of this Agreement and as to the legal and tax implications hereunder.

28. Specific Performance. The Parties acknowledge and agree that the rights reserved to each of them hereunder are of a special, unique, unusual and extraordinary character, and that irreparable harm would occur in the event that any of the agreements and provisions of this Agreement were not performed fully by the Parties hereto in accordance with their specific terms or conditions or were otherwise breached, and that money damages are an inadequate remedy for breach of the Agreement because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by the Parties hereto in the event that this Agreement is not performed in accordance with its terms or conditions or is otherwise breached. It is accordingly hereby agreed that each Party hereto shall be entitled to an injunction or injunctions to restrain, enjoin and prevent breaches of this Agreement by the other Party and to enforce specifically such terms and provisions of this Agreement in any state or federal court of the United States, such remedy being in addition to and not in lieu of, any other rights and remedies to which the other Parties are entitled to at law or in equity. The non-prevailing Party shall pay its own expenses, court costs and the expenses, including without limitation, attorneys' fees and costs, and expert witness fees incurred by the other Party.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

LICENSEE:
Nextel Communications of the Mid-Atlantic, Inc.

LESSEE:
NTELOS INC.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

By: _____
Name: James A. Hyde
Title: CEO/President
Date: May 21, 2014

Nextel WIP License Corp.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Nextel WIP Expansion Two Corp.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Nextel License Holdings 1, Inc.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

SCHEDULE A

LICENSES

MARKET AND LEASED SPECTRUM

Call Sign	BEA	BEA Name	Block	County	Licensee	Frequencies	Expire Date
WPLM582	013	Washington-Baltimore, DC-MD-VA-WV-PA	B	Orange, VA	Nextel Communications of the Mid-Atlantic, Inc.	862-863	06/17/2018
WPLM583	013	Washington-Baltimore, DC-MD-VA-WV-PA	X	Orange, VA	Nextel Communications of the Mid-Atlantic, Inc.	863-866 866-869	06/17/2018
WPOI322	013	Washington-Baltimore, DC-MD-VA-WV-PA	B	Madison, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI323	013	Washington-Baltimore, DC-MD-VA-WV-PA	X	Madison, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT203	013	Washington-Baltimore, DC-MD-VA-WV-PA	B	Randolph, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPQT203	013	Washington-Baltimore, DC-MD-VA-WV-PA	B	Tucker, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPQT204	013	Washington-Baltimore, DC-MD-VA-WV-PA	X	Randolph, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPQT204	013	Washington-Baltimore, DC-MD-VA-WV-PA	X	Tucker, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018

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Call Sign	BEA	BEA Name	Block	County	Licensee	Frequencies	Expire Date
WPLM589	015	Richmond-Petersburg, VA	X	Fluvanna, VA	Nextel Communications of the Mid-Atlantic, Inc.	863-866 866-869	06/17/2018
WPOI413	015	Richmond-Petersburg, VA	B	Albemarle, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI413	015	Richmond-Petersburg, VA	B	Buckingham, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI413	015	Richmond-Petersburg, VA	B	Fluvanna, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI413	015	Richmond-Petersburg, VA	B	Greene, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI413	015	Richmond-Petersburg, VA	B	Nelson, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI413	015	Richmond-Petersburg, VA	B	Charlottesville City, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI414	015	Richmond-Petersburg, VA	X	Albemarle, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPOI414	015	Richmond-Petersburg, VA	X	Buckingham, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPOI414	015	Richmond-Petersburg, VA	X	Greene, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPOI414	015	Richmond-Petersburg, VA	X	Nelson, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPOI414	015	Richmond-Petersburg, VA	X	Charlottesville City, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPLM591	016	Staunton, VA-WV	B	Alleghany, VA	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM591	016	Staunton, VA-WV	B	Augusta, VA	Nextel WIP Expansion Two Corp.	862-863	06/17/2018

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Call Sign	BEA	BEA Name	Block	County	Licensee	Frequencies	Expire Date
WPLM591	016	Staunton, VA-WV	B	Bath, VA	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM591	016	Staunton, VA-WV	B	Highland, VA	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM591	016	Staunton, VA-WV	B	Covington City, VA	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM591	016	Staunton, VA-WV	B	Staunton City, VA	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM591	016	Staunton, VA-WV	B	Waynesboro City, VA	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM591	016	Staunton, VA-WV	B	Greenbrier, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM591	016	Staunton, VA-WV	B	Pocahontas, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM592	016	Staunton, VA-WV	X	Alleghany, VA	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM592	016	Staunton, VA-WV	X	Augusta, VA	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM592	016	Staunton, VA-WV	X	Bath, VA	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM592	016	Staunton, VA-WV	X	Highland, VA	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM592	016	Staunton, VA-WV	X	Covington City, VA	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM592	016	Staunton, VA-WV	X	Staunton City, VA	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM592	016	Staunton, VA-WV	X	Waynesboro City, VA	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM592	016	Staunton, VA-WV	X	Greenbrier, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM592	016	Staunton, VA-WV	X	Pocahontas, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPOI325	016	Staunton, VA-WV	B	Rockbridge, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI325	016	Staunton, VA-WV	B	Buena Vista City, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI325	016	Staunton, VA-WV	B	Lexington City, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI326	016	Staunton, VA-WV	X	Rockbridge, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018

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Call Sign	BEA	BEA Name	Block	County	Licensee	Frequencies	Expire Date
WPOI326	016	Staunton, VA-WV	X	Buena Vista City, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPOI326	016	Staunton, VA-WV	X	Lexington City, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Amherst, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Appomattox, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Bedford, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Botetourt, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Campbell, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Carroll, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Craig, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Floyd, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Franklin, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Giles, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Grayson, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Halifax, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Montgomery, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Pulaski, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Roanoke, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Wythe, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Bedford City, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Galax City, VA	Nextel WIP License Corp.	862-863	06/17/2018

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Call Sign	BEA	BEA Name	Block	County	Licensee	Frequencies	Expire Date
WPQT206	017	Roanoke, VA-NC-WV	B	Lynchburg City, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Radford City, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Roanoke City, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Salem City, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPQT206	017	Roanoke, VA-NC-WV	B	Monroe, WV	Nextel WIP License Corp.	862-863	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Amherst, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Appomattox, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Bedford, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Botetourt, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Campbell, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Carroll, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Craig, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Floyd, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Franklin, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Giles, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Grayson, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Halifax, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Montgomery, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Pulaski, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Roanoke, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018

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Call Sign	BEA	BEA Name	Block	County	Licensee	Frequencies	Expire Date
WPQT235	017	Roanoke, VA-NC-WV	X	Wythe, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Bedford City, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Galax City, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Lynchburg City, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Radford City, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Roanoke City, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Salem City, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPQT235	017	Roanoke, VA-NC-WV	X	Monroe, WV	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPLM597	018	Greensboro-Winston-Salem-High Point, NC-VA	B	Caswell, NC	Nextel License Holdings 1, Inc.	862-863	06/17/2018
WPLM598	018	Greensboro-Winston-Salem-High Point, NC-VA	X	Caswell, NC	Nextel License Holdings 1, Inc.	863-866 866-869	06/17/2018
WPOI328	018	Greensboro-Winston-Salem-High Point, NC-VA	B	Patrick, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI329	018	Greensboro-Winston-Salem-High Point, NC-VA	X	Patrick, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPVQ580	018	Greensboro-Winston-Salem-High Point, NC-VA	B	Henry, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPVQ580	018	Greensboro-Winston-Salem-High Point, NC-VA	B	Pittsylvania, VA	Nextel WIP License Corp.	862-863	06/17/2018

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Call Sign	BEA	BEA Name	Block	County	Licensee	Frequencies	Expire Date
WPVQ581	018	Greensboro-Winston-Salem-High Point, NC-VA	X	Henry, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPVQ581	018	Greensboro-Winston-Salem-High Point, NC-VA	X	Pittsylvania, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPVV599	018	Greensboro-Winston-Salem-High Point, NC-VA	B	Danville City, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPVV599	018	Greensboro-Winston-Salem-High Point, NC-VA	B	Martinsville City, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPVV600	018	Greensboro-Winston-Salem-High Point, NC-VA	X	Danville City, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPVV600	018	Greensboro-Winston-Salem-High Point, NC-VA	X	Martinsville City, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPOI378	047	Lexington, KY-TN-VA-WV	B	Lawrence, KY	Nextel WIP License Corp.	862-863	06/17/2018
WPOI378	047	Lexington, KY-TN-VA-WV	B	Bland, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI378	047	Lexington, KY-TN-VA-WV	B	Buchanan, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI378	047	Lexington, KY-TN-VA-WV	B	Tazewell, VA	Nextel WIP License Corp.	862-863	06/17/2018
WPOI378	047	Lexington, KY-TN-VA-WV	B	McDowell, WV	Nextel WIP License Corp.	862-863	06/17/2018

REDACTED FOR PUBLIC INSPECTION

Call Sign	BEA	BEA Name	Block	County	Licensee	Frequencies	Expire Date
WPOI378	047	Lexington, KY-TN-VA-WV	B	Mercer, WV	Nextel WIP License Corp.	862-863	06/17/2018
WPOI379	047	Lexington, KY-TN-VA-WV	X	Lawrence, KY	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPOI379	047	Lexington, KY-TN-VA-WV	X	Bland, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPOI379	047	Lexington, KY-TN-VA-WV	X	Buchanan, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPOI379	047	Lexington, KY-TN-VA-WV	X	Tazewell, VA	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPOI379	047	Lexington, KY-TN-VA-WV	X	McDowell, WV	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPOI379	047	Lexington, KY-TN-VA-WV	X	Mercer, WV	Nextel WIP License Corp.	863-866 866-869	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Boyd, KY	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Carter, KY	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Elliott, KY	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Lawrence, OH	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Boone, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Braxton, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Cabell, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Clay, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Fayette, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018

REDACTED FOR PUBLIC INSPECTION

Call Sign	BEA	BEA Name	Block	County	Licensee	Frequencies	Expire Date
WPLM684	048	Charleston, WV-KY-OH	B	Gilmer, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Jackson, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Kanawha, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Lincoln, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Mason, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Nicholas, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Putnam, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Raleigh, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Roane, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Summers, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Wayne, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Webster, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM684	048	Charleston, WV-KY-OH	B	Wyoming, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Boyd, KY	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Carter, KY	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Elliott, KY	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Lawrence, OH	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Boone, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Braxton, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Cabell, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018

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Call Sign	BEA	BEA Name	Block	County	Licensee	Frequencies	Expire Date
WPLM685	048	Charleston, WV-KY-OH	X	Clay, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Fayette, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Gilmer, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Jackson, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Kanawha, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Lincoln, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Mason, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Nicholas, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Putnam, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Raleigh, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Roane, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Summers, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Wayne, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Webster, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPLM685	048	Charleston, WV-KY-OH	X	Wyoming, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPQS982	053	Pittsburgh, PA-WV	B	Barbour, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPQS982	053	Pittsburgh, PA-WV	B	Doddridge, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPQS982	053	Pittsburgh, PA-WV	B	Harrison, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPQS982	053	Pittsburgh, PA-WV	B	Lewis, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPQS982	053	Pittsburgh, PA-WV	B	Marion, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018

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Call Sign	BEA	BEA Name	Block	County	Licensee	Frequencies	Expire Date
WPQS982	053	Pittsburgh, PA-WV	B	Monongalia, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPQS982	053	Pittsburgh, PA-WV	B	Preston, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPQS982	053	Pittsburgh, PA-WV	B	Taylor, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPQS982	053	Pittsburgh, PA-WV	B	Upshur, WV	Nextel WIP Expansion Two Corp.	862-863	06/17/2018
WPQS983	053	Pittsburgh, PA-WV	X	Barbour, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPQS983	053	Pittsburgh, PA-WV	X	Doddridge, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPQS983	053	Pittsburgh, PA-WV	X	Harrison, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPQS983	053	Pittsburgh, PA-WV	X	Lewis, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPQS983	053	Pittsburgh, PA-WV	X	Marion, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPQS983	053	Pittsburgh, PA-WV	X	Monongalia, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPQS983	053	Pittsburgh, PA-WV	X	Preston, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPQS983	053	Pittsburgh, PA-WV	X	Taylor, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018
WPQS983	053	Pittsburgh, PA-WV	X	Upshur, WV	Nextel WIP Expansion Two Corp.	863-866 866-869	06/17/2018

SCHEDULE B

Operating Parameters

In the event Licensee or any Affiliate of Licensee exercises any of its rights under Section 7.2.3 of the Resale Agreement, or if Licensee needs to take other action to provide coverage using any of the Frequencies:

1. Licensee must obtain Lessee's approval of its network deployment design, which such approval may not be unreasonably, withheld, conditioned or delayed. Lessee may reasonably withhold its consent, if, in its reasonable discretion, deployment of Licensee's designs would create interference to Lessee's operations or would result in Lessee or the Leased Spectrum being in

non-compliance with any FCC rules or policies.

2. In order to obtain Lessee's consent, prior to initiating the development of proposed sites for deployment, Licensee shall submit to Lessee with respect to each proposed site (a) the proposed location and (b) the proposed design and RF operating parameters (including vendor, and technology). Licensee may submit multiple sites for review. Within 30 business days of receipt of such information, Lessee shall either (x) convene a meeting among Lessee and Licensee's representatives to discuss objections to the proposed network deployment designs or (y) notify Licensee that such proposed sites have been approved. If Lessee does not respond within 30 day period, Lessee waives objection right to design. At any such meeting, the parties shall work in good faith to cooperate to identify a mutually agreeable solution to any objections to the proposed designs within a reasonable time period as agreed at such meeting. If during the implementation process of the network deployment design there are material changes to the proposed location or design parameters from these approved by Lessee, Licensee must disclose such changes to Lessee for Lessee's approval.
3. All operation of the Licensee on the Leased Frequencies shall be subject to Lessee's oversight and control, and Lessee shall have the unfettered right to inspect Licensee's facilities and, upon notice to Licensee that any of its facilities or operations are not in compliance with FCC rules or policies, to require Licensee to cease operations until such facilities or operations are, in Lessee's sole discretion, compliant with the FCC rules or policies. In the event that interference by either Party results in harmful interference to the other Party's operations or to the operations of any other licensee of the Leased Frequencies, the party causing such interference shall as soon as possible eliminate the interference to Lessee's reasonable satisfaction or, if such resolution cannot be achieved within four (4) hours of receipt of an oral or written request from Lessee, immediately thereafter cease the interfering operations. As to any such construction and operation by Licensee within the Markets, Licensee will provide Lessee with a 24/7 contact person or persons responsible for the network operations.
4. For purposes of this Schedule B, the following individuals shall be the representatives of each party and notification via email is sufficient for purposes of this Schedule B.
 - a. Licensee: _____
 - b. Lessee: _____]

SCHEDULE C

LEASE PAYMENT SCHEDULE

NONE

LONG-TERM DE FACTO
SPECTRUM LEASING AGREEMENT

THIS long-term de facto leasing agreement (this "Agreement") is made and entered this 21st day of May, 2014 ("Effective Date") 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.** each an indirect subsidiary of Sprint Corporation, a Delaware corporation (collectively, the "Licensee"), and **NTELOS Inc.** ("Lessee"). Lessee and Licensee may be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Licensee holds the licenses on the frequencies ("Frequencies") issued by the Federal Communications Commission ("FCC") specified in Schedule A attached hereto ("Licenses"); and

WHEREAS, Lessee is a for-profit wireless communications service provider;

WHEREAS, Lessee, desires to lease from Licensee spectrum in the 1900 GHz spectrum band in the markets (the "Market") under the License(s) specified in Schedule A, and to use the spectrum covered by such Licenses subject to the terms of this Agreement (the "Leased Spectrum"); and

WHEREAS, the Parties have agreed to enter into this Agreement, granting to Lessee de facto control over the licenses for the Frequencies for exclusive use in its communications network in exchange for a fee ("Leasing Arrangement"), in accordance with the terms and conditions listed below and subject to FCC approval. For purposes of this Agreement, granting to Lessee de facto control over the licenses for the Frequencies shall mean providing Lessee with operational control over the Frequencies, as allowed by the FCC and further described in the terms below;

WHEREAS, the Licensee and Lessee are contemporaneously entering into a Resale Agreement (the "Resale Agreement") which contains certain rights, covenants and conditions relating to the use of the Leased Spectrum.

NOW THEREFORE, in consideration of the premises and covenants hereinafter set forth, and for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Initial Term and Renewal.

(a) Initial Term. Unless this Agreement is terminated earlier in accordance with Section 14, the term of the lease under this Agreement begins on the date upon

which the FCC grants the Application filed by the parties pursuant to Section 2 hereafter (the “Start Date”) and ends on December 31, 2022 (the “Initial Term”).

(b) Renewal: Upon the renewal of the Resale Agreement in accordance with its Terms this Agreement will also automatically renew beyond the Initial Term for separate renewal periods of three (3) years each (each, a “Renewal Term”).

(c) Automatic extension for Phase-Out Period. To the extent that Licensee requests a Phase-Out Period under the Resale Agreement, the Initial Term or the then-current Renewal Term will automatically extend for the length of the Phase-Out Period plus thirty (30) days.

(d) Additional extensions for Orderly Transition. Upon the written request of Lessee demonstrating that additional time is reasonably required in order to assure an orderly transition of Lessee’s subscribers from the Leased Spectrum to other spectrum licensed to or leased by the Lessee, which request shall be made prior to the end of the Phase-Out Period, this Agreement will be extended for up to an additional twelve (12) months to allow for such orderly transition. If such extension is requested, the Licensee and the Lessee shall use commercially reasonable efforts to complete the orderly transition of Lessee’s subscribers off of the Leased Spectrum in the most expeditious means available.

(e) Automatic extension pending License renewal. In the event that the FCC authorizations under any of the Licenses expires before the end of the Initial Term, a Renewal Term or any extension thereof provided or under subsections (c) or (d) above, this Agreement will automatically extend during the pendency of the FCC’s consideration of any renewal application for such License filed by the Licensee, and the Licensee shall make such filings and applications as are required by the FCC to retain this Agreement and the Lessee’s rights to lease hereunder in full force and effect pending such renewal.

2. Lease Applications and Regulatory Fees.

(a) Lease Applications: Lessee or Licensee, as the FCC requires, shall file the necessary application or applications with the FCC, seeking consent to the long-term de facto lease of the licenses for the Frequencies listed on Schedule A (“Application”), within ten business (10) days following the execution by both Parties of this Agreement. The Parties shall further cooperate to produce and submit to the FCC all certifications and documents necessary to complete all filings hereunder.

(b) Application and Regulatory Fees: Lessee shall pay the FCC application(s) fees for the Application(s). During the Term, Lessee shall also pay the annual regulatory fees associated with operating on the Frequencies.

3. Frequencies Management. Upon consent by the FCC to the Application with respect to a particular Frequency or License (the "Start Date") Lessee shall have exclusive rights to use, deploy and operate such frequency in its communications network until the expiration of the Term pertaining to such frequency, or until the earlier termination of this Agreement with respect to such Frequency (pursuant to Paragraph 13 below). Lessee shall operate the Frequencies at its own expense, providing: (i) all equipment as may be necessary or appropriate for the operation of the Frequencies; and (ii) operational, engineering, maintenance, repair and such other technical services as may be necessary to the operation of the Frequencies. Lessee shall retain all ownership of all assets it utilizes to operate on the Frequencies, including, but not limited to, all equipment and rights to customers. Lessee shall further have the exclusive right to collect and receive all revenue from the operation of Lessee's communications system. Upon Lessee's request, Licensee shall make available any technical or logistical information necessary to complete the construction, provided that such disclosure does not violate any other agreement Licensee may have with a third party.

4. Assumption of Liabilities. Neither Party is assuming or shall be responsible for any of the other's liabilities or obligations (including but not limited to site leases and customer obligations) except as required by the FCC and this Agreement to enable the Parties to engage in the Leasing Arrangement. Licensee and Lessee shall each bear their own legal, accounting and brokerage expenses in connection with this Agreement. The Parties acknowledge that no brokers were used in the negotiation of this Agreement.

5. Lease Consideration. Licensee and Lessee acknowledge and agree that the rights and obligations of the parties under the Resale Agreement constitute full and fair consideration for the rights and obligations undertaken hereunder, and no additional monetary consideration will be required of, or paid by, the Lessee for the rights granted hereunder during the Term, any Renewal Term, or any extensions thereof provided in this Agreement.

6. Revenues and Expenses. During the Term, Lessee shall pay for all expenses and costs of the deployment and operation of the Frequencies on its communications system, including, but not limited to, any and all federal, state and local taxes related to the equipment it uses to operate the Frequencies, any sales taxes associated with providing service on the Frequencies, site rental, maintenance, utilities, and all other recurring and nonrecurring costs and expenses. In return, Lessee shall be entitled to all revenue derived from the operation of the Frequencies.

7. Regulatory Compliance and FCC Mandated Provisions. The Parties agree to comply with all applicable FCC rules and regulations governing the Frequencies and the Licenses, and specifically represent and agree to the following:

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(a) Licensee and Lessee are familiar with the rules of the FCC regarding a wireless service licensee's responsibility under the Communications Act of 1934, as amended from time to time ("Communications Act"), the FCC's rules relating to spectrum leasing, and all other applicable FCC rules, regulations and policies ("Communications Laws"), and agree to comply with all such laws and regulations;

(b) Neither Lessee nor Licensee shall represent itself as the legal representative of the other before the FCC or any party, but will cooperate with each other with respect to FCC matters concerning the Licenses or the Frequencies;

(c) Lessee has primary responsibility for complying and shall comply at all times with the rules set forth in 47 CFR § 90.1 et seq., § 1.901 et. seq. and §24.1 et. seq., the Communications Act and any FCC policies and rules that apply to the Frequencies and the Licenses, and the Leasing Arrangement set forth in this Agreement may be revoked, cancelled, or terminated by Licensee (subject to the terms of Paragraph 13) or the FCC if Lessee fails to comply with the applicable laws and regulations;

(d) Lessee shall interact with the FCC on matters regarding the Licenses and Frequencies, and cause the preparation and submission to the FCC or any other relevant authority all reports, applications (except for applications for renewal of the Licenses, which must be filed by Licensee), filings or other documents requested from Lessee by the FCC or are otherwise required of a spectrum lessee;

(e) Lessee shall maintain on file all information relating to the Licenses and Frequencies that must be maintained by Lessee under FCC rules;

(f) Lessee shall ensure compliance with all E911 obligations applicable to the Frequencies;

(g) Lessee shall be subject to the same license use and frequency operation restrictions and rules under the Licenses as Licensee would be, including, but not limited to restrictions and rules pertaining to operation, interference, and safety;

(h) If any of the Licenses is revoked or cancelled, terminated, or otherwise ceases to be in effect, Lessee shall have no continuing authority or right to use and shall vacate the leased spectrum unless otherwise authorized by the FCC;

(i) This Agreement and the Leasing Arrangement are not an assignment, sale, or transfer of the Licenses;

(j) To the extent it is assignable under Paragraph 19 below, the Leasing Arrangement and this Agreement shall not be assigned to any entity that is ineligible or

unqualified to enter into a spectrum leasing arrangement under the rules set forth in 47 CFR § 1.901, et. seq.;

(k) Licensee shall not consent to an assignment of the Leasing Arrangement that fails to comply with applicable FCC rules and regulations;

(l) Maintenance of FCC Licenses Licensee shall take such commercially reasonable actions as are necessary to maintain its License(s) in full force and effect throughout the Term, including the filing and prosecution of application(s) for FCC renewal of the License(s) if any License(s) are due to expire before the end of the Term, and including maintaining construction of any analog license sites until Lessee has met its requirements in accordance with the Resale Agreement network build plan. Licensee shall satisfy all of the requirements imposed on Licensee under long-term de facto leasing arrangements by 47 C.F.R. § 1.9030. Licensee shall be responsible for reporting to the FCC the completion of any construction or build out requirements with respect to the Licenses.

(m) Lessee shall operate its system and be regulated as a Commercial Mobile Radio Service (“CMRS”) carrier. Lessee may use the applicable Leased Spectrum to offer any CMRS services (e.g., fixed or mobile) it determines so long as such use or services are not currently or hereafter prohibited under the terms and conditions of the applicable License(s) or the Communications Laws, and so long as such operation will not result in an Event of Default by Lessee as provided under the Resale Agreement.

(n) (reserved)

(o) The spectrum usage rights granted to Lessee include the right to design, construct, operate and maintain its system(s), including determining the final number and location of radio facilities to be constructed, the services to be offered, and the identification and the selection of sites in the Market, in a manner that will not result in an Event of Default by Lessee as provided under the Resale Agreement. With respect to Lessee’s use of the Frequencies, coordination on build plans and RF planning/oversight with Licensee will be required.

(p) Lessee shall obtain OCNs, ACNA, NXX codes and federal identification numbers, negotiate wireless interconnection agreements with incumbent local exchange carriers, and secure requisite approvals/certifications from any required governmental authority to the extent necessitated by the proposed operations.

(q) Notifications of Violations or Material Changes; Cooperation. Licensee shall promptly notify Lessee of the occurrence of any event or the initiation of any litigation, investigation, proceeding or inquiry by the FCC or any governmental authority which could reasonably be expected to have a material impact or result in a material change in

its ownership of the License(s) or Lessee's operations under this Agreement. In the event that the FCC or any other governmental authority initiates an investigation or inquiry concerning Licensee or Lessee in connection with this Agreement or any of the performances rendered hereunder, Licensee and Lessee agree to cooperate with the other Party, the FCC, or other governmental authority.

8. General Obligations. Subject to the review and supervision of Licensee over matters reasonably impacting its FCC License(s) and Licensee's ability to meet its FCC obligations as set forth in this Agreement, Lessee shall be obligated to:

(a) cooperate with and aid Licensee with whatever actions Licensee is required to take, if any, in order to obtain the approvals or consents of any governmental authority to this Agreement;

(b) construct and operate its system(s) on the Leased Spectrum consistent with the Communications Laws, FAA laws, the laws of any other governmental body, this Agreement, and the terms and conditions of the applicable FCC License(s) (including eligibility, basic and character qualifications requirements, foreign ownership, use restrictions, and regulations intended to prevent harmful interference to any other licensed spectrum user entitled to interference protection under the Communications Laws);

(c) satisfy the eligibility, qualification and all other requirements imposed on a spectrum Lessee under long-term de facto leasing arrangements pursuant to 47 C.F.R. § 1.9030;

(d) comply with any and all applicable requirements of the applicable FCC License(s) arising under the Communications Laws, including, but not limited to those relating to: radiofrequency (RF) safety rules for human exposure; the Communications Assistance for Law Enforcement Act (CALEA), 47 U.S.C. §§ 229, 1001 et seq., 47 C.F.R. Part 64, Subparts V and W; Equal Employment Opportunity (EEO), 47 C.F.R. §§ 1.815, 22.321; Telecommunications Relay Service (TRS), 47 U.S.C. § 225, 47 C.F.R. Part 64, Subpart F; North American Numbering Plan (NANP), 47 U.S.C. § 251(e), 47 C.F.R. Part 52; and universal service funds, 47 U.S.C. § 254, 47 C.F.R. §§ 54.706, 54.709;

(e) satisfy the FCC's E-911 requirements set forth in 47 C.F.R. § 20.18 to the extent that they may be applicable to Lessee's operation of its System(s); and

(f) take whatever actions are reasonably necessary to not cause, and resolve any interference-related matters arising from operation of its System(s) it may construct and operate on the Leased Spectrum, including, but not limited to, any conflicts between Lessee and any other licensed spectrum user. In the event that Lessee reasonably

determines that any future system construction or any other change in the network design could reasonably be expected to result in harmful interference to the Licensee's adjacent operations outside of the Markets, prior to initiating the development of proposed sites for deployment, Lessee shall consult with the Licensee with respect to each such proposed change, and will, upon reasonable request provide Licensee with the proposed design and RF operating parameters (including vendor, and technology) for Licensee's review in order to mutually determine any steps that may be necessary to mitigate against the possibility that such harmful interference will occur. In the event Lessee's operations do result in harmful interference to Licensee's adjacent operations or to another licensed spectrum user, Lessee will as soon as possible of learning of such interference, take reasonable steps to eliminate the interference.

9. Covenants of Licensee: During the Term,

(a) Licensee: (i) shall not permit any liens, encumbrances whatsoever, or short space agreements to attach to the Licenses or the Frequencies; and (ii) shall take no action contrary to those permitted, or fail to take any action which would jeopardize the rights of Lessee under this Agreement; and

(b) to the extent that Licensee exercises any of its rights under Section 7.2.3 ("Absence of Coverage) of the Resale Agreement to construct its own cell sites (e.g., including but not limited to macro-sites, femtocells or other small cell devices), or to take other action to provide such coverage using any of the Frequencies, all such construction and/or operation shall be under the supervision and control of the Lessee, within a Market, and Licensee shall at all times comply with the operating parameters and requirements as listed on Schedule B attached hereto. In the event that interference by Licensee results in harmful interference to Lessee's operations, Licensee shall as soon as possible eliminate the interference to Lessee's reasonable satisfaction or, if such resolution cannot be achieved within four (4) hours of receipt of an oral or written request from Lessee, immediately thereafter cease the interfering operations. As to any such construction and operation by Licensee within the Markets, Licensee will provide Lessee with a 24/7 contact person or persons responsible for the network operations.

10. Representations and Warranties of Licensee. Licensee hereby represents and warrants as follows: (i) this Agreement constitutes the valid and binding obligation of Licensee entered into freely and in accordance with Licensee's business judgment as the result of arm's-length bargaining and is enforceable in accordance with its terms; (ii) neither the execution nor the delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any violation of or constitute a default under any material agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which Licensee is bound; (iii) Licensee is the lawful, beneficial and exclusive licensee of the Licenses; (iv) neither the Licenses nor the Frequencies are subject to any agreement or understanding

whatsoever with any third party; (v) the Licenses are valid and in good standing with the FCC; and (vi) there is no pending or, to the best of Licensee's knowledge, threatened action by the FCC or any other governmental agency or third party to suspend, revoke, terminate or challenge any of the Licenses. Each of Licensee's representations and warranties shall survive the expiration of the Term for a period of three (3) years.

11. Representations and Warranties of Lessee. Lessee hereby represents and warrants to Licensee as follows: (i) this Agreement constitutes the valid and binding obligation of Lessee entered into freely and in accordance with Lessee's business judgment as the result of arm's-length bargaining and enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights or equitable principles generally; (ii) neither the execution nor the delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any material violation of or constitute a material default under any term of the articles of incorporation or by-laws of Lessee or any agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which Lessee is bound; and (iii) Lessee has the requisite financial resources to accomplish the obligations set forth in this Agreement. Each of Lessee's representations and warranties shall survive the expiration of the Term for a period of three (3) years.

12. Confidentiality and Non-Disclosure.

(a) Confidentiality of the Terms of this Agreement. The terms of this Agreement that are not otherwise required to be disclosed to the FCC in support of the lease applications shall be kept strictly confidential by the Parties and their agents, which confidentiality shall survive the termination or expiration of this Agreement for a period of three (3) years. The Parties may make disclosures as required by law and to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform obligations hereunder, provided, however, that the Parties shall cause all Agents to honor the provisions of this Section. The Parties shall cooperate to submit a confidentiality request with the FCC in the event the FCC seeks from the Parties a copy this Agreement or any information regarding the terms thereof.

(b) Non-Disclosure of Shared Information. It is contemplated that, during the Term, the Parties may be supplying and/or disclosing to each other information ("Information"). The Information will, during the Term of this Agreement and for a period of three (3) years subsequent to the termination or expiration of the Agreement, be kept confidential by the Parties hereto, not be used by the receiving Party in any way detrimental to the disclosing Party and not used for any purpose other than implementing the terms of this Agreement. The receiving Party shall be responsible for any improper use of the Information by it or any of its employees, representatives or agents. Without the prior written consent of the disclosing Party, the receiving Party shall not disclose to

any entity or person, the Information, that the Information has been made available to it, or any other facts with respect to any conversations and/or discussions between Parties hereto. Each person to whom such Information is properly disclosed must be advised of its confidential nature and must agree to abide by such terms of this Paragraph.

(c) Exclusions. The Information shall not include any Information which becomes published or is in the public domain by other than an unauthorized disclosure by the Parties hereto, their employees, representatives or agents or other than an unauthorized disclosure by a third party.

(d) Remedy for Breach. As a violation by the receiving Party of the provisions of this Section could cause irreparable injury to disclosing Party and there may be no adequate remedy at law for such violation, the disclosing Party shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the receiving Party in a court of equity from further violating such provisions.

13. Indemnification

(a) Licensee Indemnification: Licensee shall indemnify, defend and hold Lessee, its officers, directors, employees and agents harmless from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, asserted against, imposed upon or incurred by Lessee resulting from: (i) any material breach of any covenant, agreement, representation or warranty of Licensee contained in, or made pursuant to, this Agreement; (ii) any claims brought against Lessee, or its affiliates or subsidiaries, by customers, employees or agents of Licensee, or any other person or entity, arising from dealings between Licensee and such entities or persons, or otherwise relating to Licensee (that are not related to Lessee's obligations under this Agreement) or Licensee's business; and (iii) any and all costs and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof. Licensee's obligations under this Paragraph shall survive the Term for a period of three (3) years.

(b) Lessee Indemnification: Lessee shall indemnify, defend and hold Licensee, its officers, directors, employees and agents harmless from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, asserted against, imposed upon or incurred by Licensee, resulting from: (i) any material breach of any covenant, agreement, representation or warranty of Lessee contained in, or made pursuant to, this Agreement; (ii) any claims brought against Licensee by customers, employees or agents of Lessee, or any other person or entity, arising from dealings between Lessee and such entities (that are not related to Licensee's obligations under this Agreement) or otherwise relating to the use or operation of the Frequencies by Lessee or Lessee's

communications system; and (iii) any and all costs and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof. Lessee's obligations under this Paragraph shall survive the Term for a period of three (3) years.

14. Termination.

(a) This Agreement shall automatically terminate with respect to an affected license or frequency (of the Licenses or Frequencies) upon the earlier of (i) an FCC Final Order (as defined below) denying any Application; (ii) an FCC Final Order prohibiting the Leasing Arrangement or otherwise requiring either Party or both Parties to terminate this Agreement; (iii) the loss or expiration without renewal of such license; (iv) an FCC Final Order revoking, terminating or canceling such license; or (v) the completion of the Term (without renewal). For purposes of this paragraph, "Final Order" means action by a regulatory authority as to which (a) no request for stay by such authority of the action is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it has passed; (b) no petition for rehearing or reconsideration of the action is pending before such authority, and the time for filing any such petition has passed; (c) such authority does not have the action under reconsideration on its own motion and the time for such reconsideration has passed; and (d) no appeal to a court, or request for stay by a court, of such authority's action is pending or in effect, and, if any deadline for filing any such appeal or request is designated by statute or rule, it has passed.

(b) This Agreement may be terminated by Lessee upon a material breach hereof by Licensee following a thirty (30) day period for cure by the Licensee after written notice of the breach; provided, however, that termination of the Agreement due to such breach shall not occur until the earlier of the expiration of the Term, or sixty (60) days following notice to the Licensee of the breach

(c) This Agreement may be terminated by Licensee following a sixty (60) day period for cure by Lessee after written notice of the breach, only upon an action or omission by Lessee that would reasonably be expected to result, after hearing, in the revocation of the License or the termination by the FCC of this Lease Agreement (a "Material Breach").

(d) This Agreement will terminate fifteen (15) days following the date of the early termination of the Resale Agreement by reason of an uncured breach thereof by Lessee; provided, however, that in such event, Lessee may, by written notice to Licensee given not more than ten (10) days after the date on which the Resale Agreement has terminated, extend the term of this Lease for up to an additional six (6) months in order to allow Lessee to engage in the orderly transition of its subscribers from the Leased Spectrum. If such extension is requested, the Licensee and the Lessee

shall use commercially reasonable efforts to complete the orderly transition of Lessee's subscribers off of the Leased Spectrum in the most expeditious means available.

(e) This Agreement may be terminated by the Lessee upon written notice to the Licensee at any time after the early termination of the Resale Agreement by reason of the uncured breach of thereof by Licensee.

(f) The Parties shall notify the FCC of the termination of this Agreement with respect to any of the Licenses or the Frequencies within ten (10) calendar days following the effective date of such termination as provided in this Section 14..

15. Effect of Termination. Upon the termination of this Agreement, either at the end of the Term or Renewal Term as provided in Section 1 hereof or earlier, as provided in Section 14 hereof, including any extensions of the term as provided in either Section 1 or Section 14, each Party shall pay all of its own fees and expenses related to this Agreement and the transactions contemplated herein, and the Parties shall have no further liability hereunder except by reason of any breach of this Agreement or of any representation, warranty or covenant contained herein occurring prior to the date of such termination. Lessee shall promptly terminate the operation of any radio frequency transmitting equipment it employed to operate on the Leased Spectrum and vacate the Leased Spectrum. Any termination of this Agreement, however effected, shall not release either Licensee or Lessee from any liability or other consequences arising from any breach or violation by any such Party of the terms of this Agreement prior to the effective time of such termination, and such other general or procedural provisions, which may be relevant to any attempt to enforce such obligations or duties, shall survive any such termination of this Agreement until such obligations or duties shall have been performed or discharged in full.

16. Attorney's Fees and Costs: Should either Party be required to retain the services of an attorney to file an action to enforce any of its rights hereunder, or under any other document executed and delivered pursuant to this Agreement, the Party prevailing in such action shall be entitled to recover reasonable attorney's fees and court costs in connection therewith in an amount to be fixed by the court hearing the action.

17. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given the same day if delivered personally or sent by facsimile or the next business day if sent by express mail (overnight delivery), or five (5) business days if sent by registered or certified mail, return receipt requested, postage prepaid, to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice provided that notice of change of address shall be effective only upon receipt thereof).

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If to Licensee, to:

NSAC, LLC
Clearwire Spectrum Holdings, LLC
Clearwire Spectrum Holdings III, LLC
Alda Wireless Holdings, LLC
to Sprint Corporation
12502 Sunrise Valley Drive
Reston, VA 20196
Attn: Patricia Tikkala, VP Spectrum Management

And a copy to:

Sprint Corporation
12502 Sunrise Valley Drive
Reston, VA 20196
Attn: Heather P Brown, Sr. Counsel-Legal Dept.
Phone: (703) 433-4467 Fax: (703) 433-4483

If to Lessee, to:

NTELOS Inc.
1154 Shenandoah Village Drive
Waynesboro, VA 22980
Attention: Chief Executive Officer
Facsimile (540) 941-3505

NTELOS Inc.
1154 Shenandoah Village Drive
Waynesboro, VA 22980
Attention: General Counsel
Facsimile (540) 941-3505

18. Waivers. Licensee and Lessee, by written notice to the other, may (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement, (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement, or (d) waive or modify performance of any of the obligations of the other under this Agreement; provided that neither party may without the prior

written consent of the other make or grant such extension of time, waiver of inaccuracies or compliance, or waiver or modification of performance, with respect to its own obligations, representations, warranties, conditions or covenants hereunder. Except as otherwise expressly provided herein, no action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement made by the Parties hereto. No delay or omission to exercise any right, power or remedy accruing to any Party hereunder shall be construed to be a waiver of any such breach or default, or any acquiescence therein, or a waiver of any similar breach or default.

19. Force Majeure. Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably anticipated by the non-performing Party and that cannot be reasonably avoided or overcome (each such cause being a “Force Majeure Event”); if: (i) the non-performing Party gives the other Party prompt written notice of such cause, and in any event, within fifteen (15) calendar days of its discovery; and (ii) such nonperformance will be excused only during the period when the Force Majeure Event occurs, continues to exist and cannot be reasonably overcome. A party shall only be excused from performing under this Agreement due to a Force Majeure Event for one hundred eighty (180) days from the date of written notice of the cause; provided, however, that if such Force Majeure Event continues for more than one hundred eighty (180) days from the date of written notice of the cause, than the affected Party may, by written notice to the other Party, terminate this Agreement only as to the Licenses or Channels affected by the Force Majeure Event.

20. Independent Parties. None of the provisions of this Agreement will be deemed to constitute a partnership, joint venture, or any other similar relationship between the Parties, and neither Party will have any authority to bind the other in any manner except as specifically indicated in this Agreement. Neither Party will have or hold itself out as having any right, authority or agency to act on behalf of the other Party in any capacity or in any manner, except as may be specifically authorized in this Agreement.

21. Entire Agreement, Amendment. This Agreement, together with the Schedules hereto, constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof and the use by Lessee of the Frequencies, superseding in their entirety all prior oral or written agreements or understandings. This Agreement may not be changed, modified or altered except by written agreement of the Parties.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, representatives, successors and permissible assigns. Lessee may not assign its rights or delegate its duties under this Agreement without the prior written consent of the Licensee, which consent shall not be

unreasonably withheld nor denied. Licensee may, upon written notice to Lessee and the receipt of any required consent from the FCC, assign the licenses for the Frequencies and its obligations under this Agreement.

23. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Delaware without giving effect to conflict of laws provisions thereof. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, that provision shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein, provided the original intent of the Parties is preserved, and the Parties shall use their reasonable best efforts to make the covenant, condition or other provision valid and lawful if possible so as to preserve original intent of the Parties insofar as practical.

24. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing herein expressed or implied will give or be construed to give to any other person or entity any legal or equitable rights hereunder.

25. Cooperation. The Parties will take such further action and execute such further assurances, documents and certificates as either Party may reasonably request to effectuate the purposes of this Agreement.

26. Counterparts. This Agreement may be executed 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. Original signatures transmitted by facsimile shall be effective to create such counterparts. Each of the Parties shall maintain a fully executed original of the Agreement, a copy of which shall be made available to the FCC upon request.

27. Interpretation. All headings used in this Agreement are for convenience of reference only and shall not be deemed to have any substantive effect. This Agreement has been prepared and negotiations in connection herewith have been carried on by the joint efforts of the Parties hereto. Notwithstanding any law or rule of contract interpretation to the contrary, this Agreement shall not be interpreted strictly for or against any party hereto. Each of the Parties certifies to the other that it has reviewed this Agreement with, and is relying solely upon the advice of, its independent counsel and tax advisor, as to the negotiation, preparation, execution and delivery of this Agreement and as to the legal and tax implications hereunder.

28. Specific Performance. The Parties acknowledge and agree that the rights reserved to each of them hereunder are of a special, unique, unusual and extraordinary

character, and that irreparable harm would occur in the event that any of the agreements and provisions of this Agreement were not performed fully by the Parties hereto in accordance with their specific terms or conditions or were otherwise breached, and that money damages are an inadequate remedy for breach of the Agreement because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by the Parties hereto in the event that this Agreement is not performed in accordance with its terms or conditions or is otherwise breached. It is accordingly hereby agreed that each Party hereto shall be entitled to an injunction or injunctions to restrain, enjoin and prevent breaches of this Agreement by the other Party and to enforce specifically such terms and provisions of this Agreement in any state or federal court of the United States, such remedy being in addition to and not in lieu of, any other rights and remedies to which the other Parties are entitled to at law or in equity. The non-prevailing Party shall pay its own expenses, court costs and the expenses, including without limitation, attorneys' fees and costs, and expert witness fees incurred by the other Party.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

LICENSEE:
APC PCS, LLC

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

LESSEE:
NTELOS INC.

By: _____
Name: James A. Hyde
Title: CEO/President
Date: May 21, 2014

WirelessCo, L.P.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

SprintCom, Inc.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Nextel Communications of the Mid-Atlantic, Inc.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Nextel License Holdings 1, Inc.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

SIGNATURE PAGE CONTINUES ON FOLLOWING PAGE

Nextel License Holdings 4, Inc.

By: _____

Name: Todd Rowley

Title: Authorized Signatory

Date: May 21, 2014

SCHEDULE A
LICENSES
MARKET AND LEASED SPECTRUM

Call Sign	Market	Market Name	Block	County	Licensee	Frequencies	Expire Date
KNLF200	MTA010	Washington-Baltimore	A	Albemarle, VA	APC PCS, LLC.	1930-1945	12/14/2014
WQKS989	BEA015	Richmond-Petersburg, VA	G	Albemarle, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF200	MTA010	Washington-Baltimore	A	Buckingham, VA	APC PCS, LLC.	1930-1945	12/14/2014
WQKS989	BEA015	Richmond-Petersburg, VA	G	Buckingham, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF200	MTA010	Washington-Baltimore	A	Charlottesville City, VA	APC PCS, LLC.	1930-1945	12/14/2014
WQKS989	BEA015	Richmond-Petersburg, VA	G	Charlottesville City, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF200	MTA010	Washington-Baltimore	A	Fluvanna, VA	APC PCS, LLC.	1930-1945	12/14/2014
WQKS989	BEA015	Richmond-Petersburg, VA	G	Fluvanna, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF200	MTA010	Washington-Baltimore	A	Greene, VA	APC PCS, LLC.	1930-1945	12/14/2014
WQKS989	BEA015	Richmond-Petersburg, VA	G	Greene, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF200	MTA010	Washington-Baltimore	A	Madison, VA	APC PCS, LLC.	1930-1945	12/14/2014
WQKS987	BEA013	Washington-Baltimore, DC-MD-VA-WV-PA	G	Madison, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016

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Call Sign	Market	Market Name	Block	County	Licensee	Frequencies	Expire Date
KNLF200	MTA010	Washington-Baltimore	A	Nelson, VA	APC PCS, LLC.	1930-1945	12/14/2014
WQKS989	BEA015	Richmond-Petersburg, VA	G	Nelson, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF200	MTA010	Washington-Baltimore	A	Orange, VA	APC PCS, LLC.	1930-1945	12/14/2014
WQKS987	BEA013	Washington-Baltimore, DC-MD-VA-WV-PA	G	Orange, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH537	BTA197	Huntington, WV-Ashland, KY	D	Boyd, KY	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Boyd, KY	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH537	BTA197	Huntington, WV-Ashland, KY	D	Carter, KY	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Carter, KY	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH537	BTA197	Huntington, WV-Ashland, KY	D	Elliott, KY	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Elliott, KY	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH537	BTA197	Huntington, WV-Ashland, KY	D	Lawrence, KY	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT263	BEA047	Lexington, KY-TN-VA-WV	G	Lawrence, KY	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH537	BTA197	Huntington, WV-Ashland, KY	D	Lawrence, OH	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Lawrence, OH	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH479	BTA048	Bluefield, WV	D	Bland, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT263	BEA047	Lexington, KY-TN-VA-WV	G	Bland, VA	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH479	BTA048	Bluefield, WV	D	Buchanan, VA	SPRINTCOM, INC.	1945-1950	04/28/2017

REDACTED FOR PUBLIC INSPECTION

Call Sign	Market	Market Name	Block	County	Licensee	Frequencies	Expire Date
WQKT263	BEA047	Lexington, KY-TN-VA-WV	G	Buchanan, VA	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH479	BTA048	Bluefield, WV	D	Tazewell, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT263	BEA047	Lexington, KY-TN-VA-WV	G	Tazewell, VA	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH489	BTA073	Charleston, WV	D	Boone, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Boone, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH489	BTA073	Charleston, WV	D	Braxton, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Braxton, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH537	BTA197	Huntington, WV-Ashland, KY	D	Cabell, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Cabell, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH489	BTA073	Charleston, WV	D	Clay, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Clay, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH489	BTA073	Charleston, WV	D	Fayette, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Fayette, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH475	BTA035	Beckley, WV	D	Greenbrier, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS990	BEA016	Staunton, VA-WV	G	Greenbrier, WV	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH489	BTA073	Charleston, WV	D	Jackson, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Jackson, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH489	BTA073	Charleston, WV	D	Kanawha, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Kanawha, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH489	BTA073	Charleston, WV	D	Lincoln, WV	SPRINTCOM, INC.	1945-1950	04/28/2017

REDACTED FOR PUBLIC INSPECTION

Call Sign	Market	Market Name	Block	County	Licensee	Frequencies	Expire Date
WQKT264	BEA048	Charleston, WV-KY-OH	G	Lincoln, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH479	BTA048	Bluefield, WV	D	McDowell, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT263	BEA047	Lexington, KY-TN-VA-WV	G	McDowell, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH489	BTA073	Charleston, WV	D	Mason, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Mason, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH479	BTA048	Bluefield, WV	D	Mercer, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT263	BEA047	Lexington, KY-TN-VA-WV	G	Mercer, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH475	BTA035	Beckley, WV	D	Monroe, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Monroe, WV	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH489	BTA073	Charleston, WV	D	Nicholas, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Nicholas, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH489	BTA073	Charleston, WV	D	Pocahontas, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS990	BEA016	Staunton, VA-WV	G	Pocahontas, WV	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH489	BTA073	Charleston, WV	D	Putnam, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Putnam, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH475	BTA035	Beckley, WV	D	Raleigh, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Raleigh, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH489	BTA073	Charleston, WV	D	Roane, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Roane, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016

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Call Sign	Market	Market Name	Block	County	Licensee	Frequencies	Expire Date
KNLH475	BTA035	Beckley, WV	D	Summers, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Summers, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH537	BTA197	Huntington, WV-Ashland, KY	D	Wayne, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Wayne, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH489	BTA073	Charleston, WV	D	Webster, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Webster, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLH475	BTA035	Beckley, WV	D	Wyoming, WV	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKT264	BEA048	Charleston, WV-KY-OH	G	Wyoming, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLF241	MTA021	Pittsburgh	A	Doddridge, WV	WIRELESSCO, L.P.	1930-1945	06/23/2015
WQKS993	BEA053	Pittsburgh, PA-WV	G	Barbour	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF241	MTA021	Pittsburgh	A	Doddridge, WV	WIRELESSCO, L.P.	1930-1945	06/23/2015
WQKS993	BEA053	Pittsburgh, PA-WV	G	Doddridge, WV	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF241	MTA021	Pittsburgh	A	Gilmer, WV	WIRELESSCO, L.P.	1930-1945	06/23/2015
WQKT264	BEA048	Charleston, WV-KY-OH	G	Gilmer, WV	Nextel License Holdings 4, Inc.	1990-1995	03/03/2016
KNLF241	MTA021	Pittsburgh	A	Harrison, WV	WIRELESSCO, L.P.	1930-1945	06/23/2015
WQKS993	BEA053	Pittsburgh, PA-WV	G	Harrison, WV	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF241	MTA021	Pittsburgh	A	Lewis, WV	WIRELESSCO, L.P.	1930-1945	06/23/2015
WQKS993	BEA053	Pittsburgh, PA-WV	G	Lewis, WV	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016

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Call Sign	Market	Market Name	Block	County	Licensee	Frequencies	Expire Date
KNLF241	MTA021	Pittsburgh	A	Marion, WV	WIRELESSCO, L.P.	1930-1945	06/23/2015
WQKS993	BEA053	Pittsburgh, PA-WV	G	Marion, WV	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF241	MTA021	Pittsburgh	A	Monongalia, WV	WIRELESSCO, L.P.	1930-1945	06/23/2015
WQKS993	BEA053	Pittsburgh, PA-WV	G	Monongalia, WV	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF241	MTA021	Pittsburgh	A	Preston, WV	WIRELESSCO, L.P.	1930-1945	06/23/2015
WQKS993	BEA053	Pittsburgh, PA-WV	G	Preston, WV	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF241	MTA021	Pittsburgh	A	Randolph, WV	WIRELESSCO, L.P.	1930-1945	06/23/2015
WQKS987	BEA013	Washington-Baltimore, DC-MD-VA-WV-PA	G	Randolph, WV	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF241	MTA021	Pittsburgh	A	Taylor, WV	WIRELESSCO, L.P.	1930-1945	06/23/2015
WQKS993	BEA053	Pittsburgh, PA-WV	G	Taylor, WV	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF241	MTA021	Pittsburgh	A	Tucker, WV	WIRELESSCO, L.P.	1930-1945	06/23/2015
WQKS987	BEA013	Washington-Baltimore, DC-MD-VA-WV-PA	G	Tucker, WV	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLF241	MTA021	Pittsburgh	A	Upshur, WV	WIRELESSCO, L.P.	1930-1945	06/23/2015
WQKS993	BEA053	Pittsburgh, PA-WV	G	Upshur, WV	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH508	BTA104	Danville, VA	D	Caswell, NC	SPRINTCOM, INC.	1945-1950	04/28/2017

REDACTED FOR PUBLIC INSPECTION

Call Sign	Market	Market Name	Block	County	Licensee	Frequencies	Expire Date
WQKV541	BEA018	Greensboro-Winston-Salem-High Point, NC-VA	G	Caswell, NC	Nextel License Holdings 1, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Alleghany, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS990	BEA016	Staunton, VA-WV	G	Alleghany, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH562	BTA266	Lynchburg, VA	D	Amherst, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Amherst, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH562	BTA266	Lynchburg, VA	D	Appomattox, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Appomattox, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH605	BTA430	Staunton-Waynesboro, VA	D	Augusta, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS990	BEA016	Staunton, VA-WV	G	Augusta, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Bath, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS990	BEA016	Staunton, VA-WV	G	Bath, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Bedford, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Bedford, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Botetourt, VA	SPRINTCOM, INC.	1945-1950	04/28/2017

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Call Sign	Market	Market Name	Block	County	Licensee	Frequencies	Expire Date
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Botetourt, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH562	BTA266	Lynchburg, VA	D	Campbell, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Campbell, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Carroll, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Carroll, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Craig, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Craig, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Floyd, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Floyd, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Franklin, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Franklin, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Giles, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Giles, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Grayson, VA	SPRINTCOM, INC.	1945-1950	04/28/2017

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Call Sign	Market	Market Name	Block	County	Licensee	Frequencies	Expire Date
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Grayson, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH508	BTA104	Danville, VA	D	Halifax, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Halifax, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH567	BTA284	Martinsville, VA	D	Henry, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKV541	BEA018	Greensboro-Winston-Salem-High Point, NC-VA	G	Henry, VA	Nextel License Holdings 1, Inc.	1990-1995	03/03/2016
KNLH605	BTA430	Staunton-Waynesboro, VA	D	Highland, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS990	BEA016	Staunton, VA-WV	G	Highland, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Montgomery, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Montgomery, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH567	BTA284	Martinsville, VA	D	Patrick, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKV541	BEA018	Greensboro-Winston-Salem-High Point, NC-VA	G	Patrick, VA	Nextel License Holdings 1, Inc.	1990-1995	03/03/2016
KNLH508	BTA104	Danville, VA	D	Pittsylvania, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKV541	BEA018	Greensboro-Winston-Salem-High Point, NC-VA	G	Pittsylvania, VA	Nextel License Holdings 1, Inc.	1990-1995	03/03/2016

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Call Sign	Market	Market Name	Block	County	Licensee	Frequencies	Expire Date
KNLH592	BTA376	Roanoke, VA	D	Pulaski, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Pulaski, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Roanoke, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Roanoke, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Rockbridge, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS990	BEA016	Staunton, VA-WV	G	Rockbridge, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Wythe, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Wythe, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Bedford City, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Bedford City, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Buena Vista City, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS990	BEA016	Staunton, VA-WV	G	Buena Vista City, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Covington City, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS990	BEA016	Staunton, VA-WV	G	Covington City, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH508	BTA104	Danville, VA	D	Danville City, VA	SPRINTCOM, INC.	1945-1950	04/28/2017

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Call Sign	Market	Market Name	Block	County	Licensee	Frequencies	Expire Date
WQKV541	BEA018	Greensboro-Winston-Salem-High Point, NC-VA	G	Danville City, VA	Nextel License Holdings 1, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Galax City, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Galax City, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Lexington City, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS990	BEA016	Staunton, VA-WV	G	Lexington City, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH562	BTA266	Lynchburg, VA	D	Lynchburg City, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Lynchburg City, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH567	BTA284	Martinsville, VA	D	Martinsville City, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKV541	BEA018	Greensboro-Winston-Salem-High Point, NC-VA	G	Martinsville City, VA	Nextel License Holdings 1, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Radford City, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Radford City, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Roanoke City, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Roanoke City, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH592	BTA376	Roanoke, VA	D	Salem City, VA	SPRINTCOM, INC.	1945-1950	04/28/2017

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Call Sign	Market	Market Name	Block	County	Licensee	Frequencies	Expire Date
WQKS991	BEA017	Roanoke, VA-NC-WV	G	Salem City, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH605	BTA430	Staunton-Waynesboro, VA	D	Staunton City, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS990	BEA016	Staunton, VA-WV	G	Staunton City, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016
KNLH605	BTA430	Staunton-Waynesboro, VA	D	Waynesboro City, VA	SPRINTCOM, INC.	1945-1950	04/28/2017
WQKS990	BEA016	Staunton, VA-WV	G	Waynesboro City, VA	Nextel Communications of the Mid-Atlantic, Inc.	1990-1995	03/03/2016

SCHEDULE B

Operating Parameters

In the event Licensee or any Affiliate of Licensee exercises any of its rights under Section 7.2.3 of the Resale Agreement, or if Licensee needs to take other action to provide coverage using any of the Frequencies:

1. Licensee must obtain Lessee's approval of its network deployment design, which such approval may not be unreasonably, withheld, conditioned or delayed. Lessee may reasonably withhold its consent, if, in its reasonable discretion, deployment of Licensee's designs would create interference to Lessee's operations or would result in Lessee or the Leased Spectrum being in non-compliance with any FCC rules or policies.
2. In order to obtain Lessee's consent, prior to initiating the development of proposed sites for deployment, Licensee shall submit to Lessee with respect to each proposed site (a) the proposed location and (b) the proposed design and RF operating parameters (including vendor, and technology). Licensee may submit multiple sites for review. Within 30 business days of receipt of such information, Lessee shall either (x) convene a meeting among Lessee and Licensee's representatives to discuss objections to the proposed network deployment designs or (y) notify Licensee that such proposed sites have been approved. If Lessee does not respond within 30 day period, Lessee waives objection right to design. At any such meeting, the parties shall work in good faith to cooperate to identify a mutually agreeable solution to any objections to the proposed designs within a reasonable time period as agreed at such meeting. If during the implementation process of the network deployment design there are material changes to the proposed location or design parameters from these approved by Lessee, Licensee must disclose such changes to Lessee for Lessee's approval.
3. All operation of the Licensee on the Leased Frequencies shall be subject to Lessee's oversight and control, and Lessee shall have the unfettered right to inspect Licensee's facilities and, upon notice to Licensee that any of its facilities or operations are not in compliance with FCC rules or policies, to require Licensee to cease operations until such facilities or operations are, in Lessee's sole discretion, compliant with the FCC rules or policies. In the event that interference by either Party results in harmful interference to the other Party's operations or to the operations of any other licensee of the Leased Frequencies, the party causing such interference shall as soon as possible eliminate the interference to Lessee's reasonable satisfaction or, if such resolution cannot be achieved within four (4) hours of receipt of an oral or written request from Lessee, immediately thereafter

cease the interfering operations. As to any such construction and operation by Licensee within the Markets, Licensee will provide Lessee with a 24/7 contact person or persons responsible for the network operations.

4. For purposes of this Schedule B, the following individuals shall be the representatives of each party and notification via email is sufficient for purposes of this Schedule B.

- a. Licensee: Don White; donald.white@sprint.com

- b. Lessee: _____]

SCHEDULE C

LEASE PAYMENT SCHEDULE

NONE

LONG-TERM DE FACTO
SPECTRUM LEASING AGREEMENT

THIS long-term de facto leasing agreement (this "Agreement") is made and entered this 21st day of May, 2014 ("Effective Date") by and among **NSAC, LLC, Clearwire Spectrum Holdings, LLC, Clearwire Spectrum Holdings III, LLC and Alda Wireless Holdings, LLC** each an indirect subsidiary of Sprint Corporation, a Delaware corporation (collectively, the "Licensee"), and **NTELOS Inc.** ("Lessee"). Lessee and Licensee may be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Licensee holds the licenses on the frequencies ("Frequencies") issued by the Federal Communications Commission ("FCC") specified in Schedule A attached hereto ("Licenses"); and

WHEREAS, Lessee is a for-profit wireless communications service provider;

WHEREAS, Lessee, desires to lease from Licensee spectrum in the 2500 GHz BRS spectrum band in the markets (the "Market") under the License(s) specified in Schedule A, and to use the spectrum covered by such Licenses subject to the terms of this Agreement (the "Leased Spectrum"); and

WHEREAS, the Parties have agreed to enter into this Agreement, granting to Lessee de facto control over the licenses for the Frequencies for exclusive use in its communications network in exchange for a fee ("Leasing Arrangement"), in accordance with the terms and conditions listed below and subject to FCC approval. For purposes of this Agreement, granting to Lessee de facto control over the licenses for the Frequencies shall mean providing Lessee with operational control over the Frequencies, as allowed by the FCC and further described in the terms below;

WHEREAS, the Licensee and Lessee are contemporaneously entering into a Resale Agreement (the "Resale Agreement") which contains certain rights, covenants and conditions relating to the use of the Leased Spectrum.

NOW THEREFORE, in consideration of the premises and covenants hereinafter set forth, and for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Initial Term and Renewal.

(a) Initial Term. Unless this Agreement is terminated earlier in accordance with Section 14, the term of the lease under this Agreement begins on the date upon

which the FCC grants the Application filed by the parties pursuant to Section 2 hereafter (the “Start Date”) and ends on December 31, 2022 (the “Initial Term”).

(b) Renewal: Upon the renewal of the Resale Agreement in accordance with its Terms this Agreement will also automatically renew beyond the Initial Term for separate renewal periods of three (3) years each (each, a “Renewal Term”).

(c) Automatic extension for Phase-Out Period. To the extent that Licensee requests a Phase-Out Period under the Resale Agreement, the Initial Term or the then-current Renewal Term will automatically extend for the length of the Phase-Out Period plus thirty (30) days.

(d) Additional extensions for Orderly Transition. Upon the written request of Lessee demonstrating that additional time is reasonably required in order to assure an orderly transition of Lessee’s subscribers from the Leased Spectrum to other spectrum licensed to or leased by the Lessee, which request shall be made prior to the end of the Phase-Out Period, this Agreement will be extended for up to an additional twelve (12) months to allow for such orderly transition. If such extension is requested, the Licensee and the Lessee shall use commercially reasonable efforts to complete the orderly transition of Lessee’s subscribers off of the Leased Spectrum in the most expeditious means available.

(e) Automatic extension pending License renewal. In the event that the FCC authorizations under any of the Licenses expires before the end of the Initial Term, a Renewal Term or any extension thereof provided or under subsections (c) or (d) above, this Agreement will automatically extend during the pendency of the FCC’s consideration of any renewal application for such License filed by the Licensee, and the Licensee shall make such filings and applications as are required by the FCC to retain this Agreement and the Lessee’s rights to lease hereunder in full force and effect pending such renewal.

2. Lease Applications and Regulatory Fees.

(a) Lease Applications: Lessee or Licensee, as the FCC requires, shall file the necessary application or applications with the FCC, seeking consent to the long-term de facto lease of the licenses for the Frequencies listed on Schedule A (“Application”), within ten business (10) days following the execution by both Parties of this Agreement. The Parties shall further cooperate to produce and submit to the FCC all certifications and documents necessary to complete all filings hereunder.

(b) Application and Regulatory Fees: Lessee shall pay the FCC application(s) fees for the Application(s). During the Term, Lessee shall also pay the annual regulatory fees associated with operating on the Frequencies.

3. Frequencies Management. Upon consent by the FCC to the Application with respect to a particular Frequency or License (the "Start Date") Lessee shall have exclusive rights to use, deploy and operate such frequency in its communications network until the expiration of the Term pertaining to such frequency, or until the earlier termination of this Agreement with respect to such Frequency (pursuant to Paragraph 13 below). Lessee shall operate the Frequencies at its own expense, providing: (i) all equipment as may be necessary or appropriate for the operation of the Frequencies; and (ii) operational, engineering, maintenance, repair and such other technical services as may be necessary to the operation of the Frequencies. Lessee shall retain all ownership of all assets it utilizes to operate on the Frequencies, including, but not limited to, all equipment and rights to customers. Lessee shall further have the exclusive right to collect and receive all revenue from the operation of Lessee's communications system. Upon Lessee's request, Licensee shall make available any technical or logistical information necessary to complete the construction, provided that such disclosure does not violate any other agreement Licensee may have with a third party.

4. Assumption of Liabilities. Neither Party is assuming or shall be responsible for any of the other's liabilities or obligations (including but not limited to site leases and customer obligations) except as required by the FCC and this Agreement to enable the Parties to engage in the Leasing Arrangement. Licensee and Lessee shall each bear their own legal, accounting and brokerage expenses in connection with this Agreement. The Parties acknowledge that no brokers were used in the negotiation of this Agreement.

5. Lease Consideration. Licensee and Lessee acknowledge and agree that the rights and obligations of the parties under the Resale Agreement constitute full and fair consideration for the rights and obligations undertaken hereunder, and no additional monetary consideration will be required of, or paid by, the Lessee for the rights granted hereunder during the Term, any Renewal Term, or any extensions thereof provided in this Agreement.

6. Revenues and Expenses. During the Term, Lessee shall pay for all expenses and costs of the deployment and operation of the Frequencies on its communications system, including, but not limited to, any and all federal, state and local taxes related to the equipment it uses to operate the Frequencies, any sales taxes associated with providing service on the Frequencies, site rental, maintenance, utilities, and all other recurring and nonrecurring costs and expenses. In return, Lessee shall be entitled to all revenue derived from the operation of the Frequencies.

7. Regulatory Compliance and FCC Mandated Provisions. The Parties agree to comply with all applicable FCC rules and regulations governing the Frequencies and the Licenses, and specifically represent and agree to the following:

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(a) Licensee and Lessee are familiar with the rules of the FCC regarding a wireless service licensee's responsibility under the Communications Act of 1934, as amended from time to time ("Communications Act"), the FCC's rules relating to spectrum leasing, and all other applicable FCC rules, regulations and policies ("Communications Laws"), and agree to comply with all such laws and regulations;

(b) Neither Lessee nor Licensee shall represent itself as the legal representative of the other before the FCC or any party, but will cooperate with each other with respect to FCC matters concerning the Licenses or the Frequencies;

(c) Lessee has primary responsibility for complying and shall comply at all times with the rules set forth in 47 CFR § 90.1 et seq., § 1.901 et. seq. and §24.1 et. seq., the Communications Act and any FCC policies and rules that apply to the Frequencies and the Licenses, and the Leasing Arrangement set forth in this Agreement may be revoked, cancelled, or terminated by Licensee (subject to the terms of Paragraph 13) or the FCC if Lessee fails to comply with the applicable laws and regulations;

(d) Lessee shall interact with the FCC on matters regarding the Licenses and Frequencies, and cause the preparation and submission to the FCC or any other relevant authority all reports, applications (except for applications for renewal of the Licenses, which must be filed by Licensee), filings or other documents requested from Lessee by the FCC or are otherwise required of a spectrum lessee;

(e) Lessee shall maintain on file all information relating to the Licenses and Frequencies that must be maintained by Lessee under FCC rules;

(f) Lessee shall ensure compliance with all E911 obligations applicable to the Frequencies;

(g) Lessee shall be subject to the same license use and frequency operation restrictions and rules under the Licenses as Licensee would be, including, but not limited to restrictions and rules pertaining to operation, interference, and safety;

(h) If any of the Licenses is revoked or cancelled, terminated, or otherwise ceases to be in effect, Lessee shall have no continuing authority or right to use and shall vacate the leased spectrum unless otherwise authorized by the FCC;

(i) This Agreement and the Leasing Arrangement are not an assignment, sale, or transfer of the Licenses;

(j) To the extent it is assignable under Paragraph 19 below, the Leasing Arrangement and this Agreement shall not be assigned to any entity that is ineligible or

unqualified to enter into a spectrum leasing arrangement under the rules set forth in 47 CFR § 1.901, et. seq.;

(k) Licensee shall not consent to an assignment of the Leasing Arrangement that fails to comply with applicable FCC rules and regulations;

(l) Maintenance of FCC Licenses Licensee shall take such commercially reasonable actions as are necessary to maintain its License(s) in full force and effect throughout the Term, including the filing and prosecution of application(s) for FCC renewal of the License(s) if any License(s) are due to expire before the end of the Term, and including maintaining construction of any analog license sites until Lessee has met its requirements in accordance with the Resale Agreement network build plan. Licensee shall satisfy all of the requirements imposed on Licensee under long-term de facto leasing arrangements by 47 C.F.R. § 1.9030. Licensee shall be responsible for reporting to the FCC the completion of any construction or build out requirements with respect to the Licenses.

(m) Lessee shall operate its system and be regulated as a Commercial Mobile Radio Service (“CMRS”) carrier. Lessee may use the applicable Leased Spectrum to offer any CMRS services (e.g., fixed or mobile) it determines so long as such use or services are not currently or hereafter prohibited under the terms and conditions of the applicable License(s) or the Communications Laws, and so long as such operation will not result in an Event of Default by Lessee as provided under the Resale Agreement.

(n) (reserved)

(o) The spectrum usage rights granted to Lessee include the right to design, construct, operate and maintain its system(s), including determining the final number and location of radio facilities to be constructed, the services to be offered, and the identification and the selection of sites in the Market, in a manner that will not result in an Event of Default by Lessee as provided under the Resale Agreement. With respect to Lessee’s use of the Frequencies, coordination on build plans and RF planning/oversight with Licensee will be required.

(p) Lessee shall obtain OCNs, ACNA, NXX codes and federal identification numbers, negotiate wireless interconnection agreements with incumbent local exchange carriers, and secure requisite approvals/certifications from any required governmental authority to the extent necessitated by the proposed operations.

(q) Notifications of Violations or Material Changes; Cooperation. Licensee shall promptly notify Lessee of the occurrence of any event or the initiation of any litigation, investigation, proceeding or inquiry by the FCC or any governmental authority which could reasonably be expected to have a material impact or result in a material change in

its ownership of the License(s) or Lessee's operations under this Agreement. In the event that the FCC or any other governmental authority initiates an investigation or inquiry concerning Licensee or Lessee in connection with this Agreement or any of the performances rendered hereunder, Licensee and Lessee agree to cooperate with the other Party, the FCC, or other governmental authority.

8. General Obligations. Subject to the review and supervision of Licensee over matters reasonably impacting its FCC License(s) and Licensee's ability to meet its FCC obligations as set forth in this Agreement, Lessee shall be obligated to:

(a) cooperate with and aid Licensee with whatever actions Licensee is required to take, if any, in order to obtain the approvals or consents of any governmental authority to this Agreement;

(b) construct and operate its system(s) on the Leased Spectrum consistent with the Communications Laws, FAA laws, the laws of any other governmental body, this Agreement, and the terms and conditions of the applicable FCC License(s) (including eligibility, basic and character qualifications requirements, foreign ownership, use restrictions, and regulations intended to prevent harmful interference to any other licensed spectrum user entitled to interference protection under the Communications Laws);

(c) satisfy the eligibility, qualification and all other requirements imposed on a spectrum Lessee under long-term de facto leasing arrangements pursuant to 47 C.F.R. § 1.9030;

(d) comply with any and all applicable requirements of the applicable FCC License(s) arising under the Communications Laws, including, but not limited to those relating to: radiofrequency (RF) safety rules for human exposure; the Communications Assistance for Law Enforcement Act (CALEA), 47 U.S.C. §§ 229, 1001 et seq., 47 C.F.R. Part 64, Subparts V and W; Equal Employment Opportunity (EEO), 47 C.F.R. §§ 1.815, 22.321; Telecommunications Relay Service (TRS), 47 U.S.C. § 225, 47 C.F.R. Part 64, Subpart F; North American Numbering Plan (NANP), 47 U.S.C. § 251(e), 47 C.F.R. Part 52; and universal service funds, 47 U.S.C. § 254, 47 C.F.R. §§ 54.706, 54.709;

(e) satisfy the FCC's E-911 requirements set forth in 47 C.F.R. § 20.18 to the extent that they may be applicable to Lessee's operation of its System(s); and

(f) take whatever actions are reasonably necessary to not cause, and resolve any interference-related matters arising from operation of its System(s) it may construct and operate on the Leased Spectrum, including, but not limited to, any conflicts between Lessee and any other licensed spectrum user. In the event that Lessee reasonably

determines that any future system construction or any other change in the network design could reasonably be expected to result in harmful interference to the Licensee's adjacent operations outside of the Markets, prior to initiating the development of proposed sites for deployment, Lessee shall consult with the Licensee with respect to each such proposed change, and will, upon reasonable request provide Licensee with the proposed design and RF operating parameters (including vendor, and technology) for Licensee's review in order to mutually determine any steps that may be necessary to mitigate against the possibility that such harmful interference will occur. In the event Lessee's operations do result in harmful interference to Licensee's adjacent operations or to another licensed spectrum user, Lessee will as soon as possible of learning of such interference, take reasonable steps to eliminate the interference.

9. Covenants of Licensee: During the Term,

(a) Licensee: (i) shall not permit any liens, encumbrances whatsoever, or short space agreements to attach to the Licenses or the Frequencies; and (ii) shall take no action contrary to those permitted, or fail to take any action which would jeopardize the rights of Lessee under this Agreement; and

(b) to the extent that Licensee exercises any of its rights under Section 7.2.3 ("Absence of Coverage) of the Resale Agreement to construct its own cell sites (e.g., including but not limited to macro-sites, femtocells or other small cell devices), or to take other action to provide such coverage using any of the Frequencies, all such construction and/or operation shall be under the supervision and control of the Lessee, within a Market, and Licensee shall at all times comply with the operating parameters and requirements as listed on Schedule B attached hereto. In the event that interference by Licensee results in harmful interference to Lessee's operations, Licensee shall as soon as possible eliminate the interference to Lessee's reasonable satisfaction or, if such resolution cannot be achieved within four (4) hours of receipt of an oral or written request from Lessee, immediately thereafter cease the interfering operations. As to any such construction and operation by Licensee within the Markets, Licensee will provide Lessee with a 24/7 contact person or persons responsible for the network operations.

10. Representations and Warranties of Licensee. Licensee hereby represents and warrants as follows: (i) this Agreement constitutes the valid and binding obligation of Licensee entered into freely and in accordance with Licensee's business judgment as the result of arm's-length bargaining and is enforceable in accordance with its terms; (ii) neither the execution nor the delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any violation of or constitute a default under any material agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which Licensee is bound; (iii) Licensee is the lawful, beneficial and exclusive licensee of the Licenses; (iv) neither the Licenses nor the Frequencies are subject to any agreement or understanding

whatsoever with any third party; (v) the Licenses are valid and in good standing with the FCC; and (vi) there is no pending or, to the best of Licensee's knowledge, threatened action by the FCC or any other governmental agency or third party to suspend, revoke, terminate or challenge any of the Licenses. Each of Licensee's representations and warranties shall survive the expiration of the Term for a period of three (3) years.

11. Representations and Warranties of Lessee. Lessee hereby represents and warrants to Licensee as follows: (i) this Agreement constitutes the valid and binding obligation of Lessee entered into freely and in accordance with Lessee's business judgment as the result of arm's-length bargaining and enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights or equitable principles generally; (ii) neither the execution nor the delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any material violation of or constitute a material default under any term of the articles of incorporation or by-laws of Lessee or any agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which Lessee is bound; and (iii) Lessee has the requisite financial resources to accomplish the obligations set forth in this Agreement. Each of Lessee's representations and warranties shall survive the expiration of the Term for a period of three (3) years.

12. Confidentiality and Non-Disclosure.

(a) Confidentiality of the Terms of this Agreement. The terms of this Agreement that are not otherwise required to be disclosed to the FCC in support of the lease applications shall be kept strictly confidential by the Parties and their agents, which confidentiality shall survive the termination or expiration of this Agreement for a period of three (3) years. The Parties may make disclosures as required by law and to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform obligations hereunder, provided, however, that the Parties shall cause all Agents to honor the provisions of this Section. The Parties shall cooperate to submit a confidentiality request with the FCC in the event the FCC seeks from the Parties a copy this Agreement or any information regarding the terms thereof.

(b) Non-Disclosure of Shared Information. It is contemplated that, during the Term, the Parties may be supplying and/or disclosing to each other information ("Information"). The Information will, during the Term of this Agreement and for a period of three (3) years subsequent to the termination or expiration of the Agreement, be kept confidential by the Parties hereto, not be used by the receiving Party in any way detrimental to the disclosing Party and not used for any purpose other than implementing the terms of this Agreement. The receiving Party shall be responsible for any improper use of the Information by it or any of its employees, representatives or agents. Without the prior written consent of the disclosing Party, the receiving Party shall not disclose to

any entity or person, the Information, that the Information has been made available to it, or any other facts with respect to any conversations and/or discussions between Parties hereto. Each person to whom such Information is properly disclosed must be advised of its confidential nature and must agree to abide by such terms of this Paragraph.

(c) Exclusions. The Information shall not include any Information which becomes published or is in the public domain by other than an unauthorized disclosure by the Parties hereto, their employees, representatives or agents or other than an unauthorized disclosure by a third party.

(d) Remedy for Breach. As a violation by the receiving Party of the provisions of this Section could cause irreparable injury to disclosing Party and there may be no adequate remedy at law for such violation, the disclosing Party shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the receiving Party in a court of equity from further violating such provisions.

13. Indemnification

(a) Licensee Indemnification: Licensee shall indemnify, defend and hold Lessee, its officers, directors, employees and agents harmless from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, asserted against, imposed upon or incurred by Lessee resulting from: (i) any material breach of any covenant, agreement, representation or warranty of Licensee contained in, or made pursuant to, this Agreement; (ii) any claims brought against Lessee, or its affiliates or subsidiaries, by customers, employees or agents of Licensee, or any other person or entity, arising from dealings between Licensee and such entities or persons, or otherwise relating to Licensee (that are not related to Lessee's obligations under this Agreement) or Licensee's business; and (iii) any and all costs and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof. Licensee's obligations under this Paragraph shall survive the Term for a period of three (3) years.

(b) Lessee Indemnification: Lessee shall indemnify, defend and hold Licensee, its officers, directors, employees and agents harmless from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, asserted against, imposed upon or incurred by Licensee, resulting from: (i) any material breach of any covenant, agreement, representation or warranty of Lessee contained in, or made pursuant to, this Agreement; (ii) any claims brought against Licensee by customers, employees or agents of Lessee, or any other person or entity, arising from dealings between Lessee and such entities (that are not related to Licensee's obligations under this Agreement) or otherwise relating to the use or operation of the Frequencies by Lessee or Lessee's

communications system; and (iii) any and all costs and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof. Lessee's obligations under this Paragraph shall survive the Term for a period of three (3) years.

14. Termination.

(a) This Agreement shall automatically terminate with respect to an affected license or frequency (of the Licenses or Frequencies) upon the earlier of (i) an FCC Final Order (as defined below) denying any Application; (ii) an FCC Final Order prohibiting the Leasing Arrangement or otherwise requiring either Party or both Parties to terminate this Agreement; (iii) the loss or expiration without renewal of such license; (iv) an FCC Final Order revoking, terminating or canceling such license; or (v) the completion of the Term (without renewal). For purposes of this paragraph, "Final Order" means action by a regulatory authority as to which (a) no request for stay by such authority of the action is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it has passed; (b) no petition for rehearing or reconsideration of the action is pending before such authority, and the time for filing any such petition has passed; (c) such authority does not have the action under reconsideration on its own motion and the time for such reconsideration has passed; and (d) no appeal to a court, or request for stay by a court, of such authority's action is pending or in effect, and, if any deadline for filing any such appeal or request is designated by statute or rule, it has passed.

(b) This Agreement may be terminated by Lessee upon a material breach hereof by Licensee following a thirty (30) day period for cure by the Licensee after written notice of the breach; provided, however, that termination of the Agreement due to such breach shall not occur until the earlier of the expiration of the Term, or sixty (60) days following notice to the Licensee of the breach

(c) This Agreement may be terminated by Licensee following a sixty (60) day period for cure by Lessee after written notice of the breach, only upon an action or omission by Lessee that would reasonably be expected to result, after hearing, in the revocation of the License or the termination by the FCC of this Lease Agreement (a "Material Breach").

(d) This Agreement will terminate fifteen (15) days following the date of the early termination of the Resale Agreement by reason of an uncured breach thereof by Lessee; provided, however, that in such event, Lessee may, by written notice to Licensee given not more than ten (10) days after the date on which the Resale Agreement has terminated, extend the term of this Lease for up to an additional six (6) months in order to allow Lessee to engage in the orderly transition of its subscribers from the Leased Spectrum. If such extension is requested, the Licensee and the Lessee

shall use commercially reasonable efforts to complete the orderly transition of Lessee's subscribers off of the Leased Spectrum in the most expeditious means available.

(e) This Agreement may be terminated by the Lessee upon written notice to the Licensee at any time after the early termination of the Resale Agreement by reason of the uncured breach of thereof by Licensee.

(f) The Parties shall notify the FCC of the termination of this Agreement with respect to any of the Licenses or the Frequencies within ten (10) calendar days following the effective date of such termination as provided in this Section 14..

15. Effect of Termination. Upon the termination of this Agreement, either at the end of the Term or Renewal Term as provided in Section 1 hereof or earlier, as provided in Section 14 hereof, including any extensions of the term as provided in either Section 1 or Section 14, each Party shall pay all of its own fees and expenses related to this Agreement and the transactions contemplated herein, and the Parties shall have no further liability hereunder except by reason of any breach of this Agreement or of any representation, warranty or covenant contained herein occurring prior to the date of such termination. Lessee shall promptly terminate the operation of any radio frequency transmitting equipment it employed to operate on the Leased Spectrum and vacate the Leased Spectrum. Any termination of this Agreement, however effected, shall not release either Licensee or Lessee from any liability or other consequences arising from any breach or violation by any such Party of the terms of this Agreement prior to the effective time of such termination, and such other general or procedural provisions, which may be relevant to any attempt to enforce such obligations or duties, shall survive any such termination of this Agreement until such obligations or duties shall have been performed or discharged in full.

16. Attorney's Fees and Costs: Should either Party be required to retain the services of an attorney to file an action to enforce any of its rights hereunder, or under any other document executed and delivered pursuant to this Agreement, the Party prevailing in such action shall be entitled to recover reasonable attorney's fees and court costs in connection therewith in an amount to be fixed by the court hearing the action.

17. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given the same day if delivered personally or sent by facsimile or the next business day if sent by express mail (overnight delivery), or five (5) business days if sent by registered or certified mail, return receipt requested, postage prepaid, to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice provided that notice of change of address shall be effective only upon receipt thereof).

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If to Licensee, to:

NSAC, LLC
Clearwire Spectrum Holdings, LLC
Clearwire Spectrum Holdings III, LLC
Alda Wireless Holdings, LLC
to Sprint Corporation
12502 Sunrise Valley Drive
Reston, VA 20196
Attn: Patricia Tikkala, VP Spectrum Management

And a copy to:

Sprint Corporation
12502 Sunrise Valley Drive
Reston, VA 20196
Attn: Heather P Brown, Sr. Counsel-Legal Dept.
Phone: (703) 433-4467 Fax: (703) 433-4483

If to Lessee, to:

NTELOS Inc.
1154 Shenandoah Village Drive
Waynesboro, VA 22980
Attention: Chief Executive Officer
Facsimile (540) 941-3505

NTELOS Inc.
1154 Shenandoah Village Drive
Waynesboro, VA 22980
Attention: General Counsel
Facsimile (540) 941-3505

18. Waivers. Licensee and Lessee, by written notice to the other, may (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement, (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement, or (d) waive or modify performance of any of the obligations of the other under this Agreement; provided that neither party may without the prior

written consent of the other make or grant such extension of time, waiver of inaccuracies or compliance, or waiver or modification of performance, with respect to its own obligations, representations, warranties, conditions or covenants hereunder. Except as otherwise expressly provided herein, no action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement made by the Parties hereto. No delay or omission to exercise any right, power or remedy accruing to any Party hereunder shall be construed to be a waiver of any such breach or default, or any acquiescence therein, or a waiver of any similar breach or default.

19. Force Majeure. Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably anticipated by the non-performing Party and that cannot be reasonably avoided or overcome (each such cause being a “Force Majeure Event”); if: (i) the non-performing Party gives the other Party prompt written notice of such cause, and in any event, within fifteen (15) calendar days of its discovery; and (ii) such nonperformance will be excused only during the period when the Force Majeure Event occurs, continues to exist and cannot be reasonably overcome. A party shall only be excused from performing under this Agreement due to a Force Majeure Event for one hundred eighty (180) days from the date of written notice of the cause; provided, however, that if such Force Majeure Event continues for more than one hundred eighty (180) days from the date of written notice of the cause, than the affected Party may, by written notice to the other Party, terminate this Agreement only as to the Licenses or Channels affected by the Force Majeure Event.

20. Independent Parties. None of the provisions of this Agreement will be deemed to constitute a partnership, joint venture, or any other similar relationship between the Parties, and neither Party will have any authority to bind the other in any manner except as specifically indicated in this Agreement. Neither Party will have or hold itself out as having any right, authority or agency to act on behalf of the other Party in any capacity or in any manner, except as may be specifically authorized in this Agreement.

21. Entire Agreement, Amendment. This Agreement, together with the Schedules hereto, constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof and the use by Lessee of the Frequencies, superseding in their entirety all prior oral or written agreements or understandings. This Agreement may not be changed, modified or altered except by written agreement of the Parties.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, representatives, successors and permissible assigns. Lessee may not assign its rights or delegate its duties under this

Agreement without the prior written consent of the Licensee, which consent shall not be unreasonably withheld nor denied. Licensee may, upon written notice to Lessee and the receipt of any required consent from the FCC, assign the licenses for the Frequencies and its obligations under this Agreement.

23. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Delaware without giving effect to conflict of laws provisions thereof. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, that provision shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein, provided the original intent of the Parties is preserved, and the Parties shall use their reasonable best efforts to make the covenant, condition or other provision valid and lawful if possible so as to preserve original intent of the Parties insofar as practical.

24. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing herein expressed or implied will give or be constructed to give to any other person or entity any legal or equitable rights hereunder.

25. Cooperation. The Parties will take such further action and execute such further assurances, documents and certificates as either Party may reasonably request to effectuate the purposes of this Agreement.

26. Counterparts. This Agreement may be executed 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. Original signatures transmitted by facsimile shall be effective to create such counterparts. Each of the Parties shall maintain a fully executed original of the Agreement, a copy of which shall be made available to the FCC upon request.

27. Interpretation. All headings used in this Agreement are for convenience of reference only and shall not be deemed to have any substantive effect. This Agreement has been prepared and negotiations in connection herewith have been carried on by the joint efforts of the Parties hereto. Notwithstanding any law or rule of contract interpretation to the contrary, this Agreement shall not be interpreted strictly for or against any party hereto. Each of the Parties certifies to the other that it has reviewed this Agreement with, and is relying solely upon the advice of, its independent counsel and tax advisor, as to the negotiation, preparation, execution and delivery of this Agreement and as to the legal and tax implications hereunder.

28. Specific Performance. The Parties acknowledge and agree that the rights reserved to each of them hereunder are of a special, unique, unusual and extraordinary character, and that irreparable harm would occur in the event that any of the agreements and provisions of this Agreement were not performed fully by the Parties hereto in accordance with their specific terms or conditions or were otherwise breached, and that money damages are an inadequate remedy for breach of the Agreement because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by the Parties hereto in the event that this Agreement is not performed in accordance with its terms or conditions or is otherwise breached. It is accordingly hereby agreed that each Party hereto shall be entitled to an injunction or injunctions to restrain, enjoin and prevent breaches of this Agreement by the other Party and to enforce specifically such terms and provisions of this Agreement in any state or federal court of the United States, such remedy being in addition to and not in lieu of, any other rights and remedies to which the other Parties are entitled to at law or in equity. The non-prevailing Party shall pay its own expenses, court costs and the expenses, including without limitation, attorneys' fees and costs, and expert witness fees incurred by the other Party.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**LICENSEE:
NSAC, LLC**

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

**LESSEE:
NTELOS INC.**

By: _____
Name: James A. Hyde
Title: CEO/President
Date: May 21, 2014

Clearwire Spectrum Holdings, LLC

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Clearwire Spectrum Holdings III, LLC

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Alda Wireless Holdings, LLC

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

SCHEDULE A
LICENSES
MARKET AND LEASED SPECTRUM

BTA Licenses

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B073	073	Charleston, WV	New BRS1	Boone, WV	NSAC, LLC	2496-2502	03/28/2016
B073	073	Charleston, WV	New BRS2	Boone, WV	NSAC, LLC	2618-2624	03/28/2016
B073	073	Charleston, WV	New E1	Boone, WV	NSAC, LLC	2624-2629.5	03/28/2016
B073	073	Charleston, WV	New E2	Boone, WV	NSAC, LLC	2629.5-2635	03/28/2016
B073	073	Charleston, WV	New E3	Boone, WV	NSAC, LLC	2635-2640.5	03/28/2016
B073	073	Charleston, WV	New E4	Boone, WV	NSAC, LLC	2608-2614	03/28/2016
B073	073	Charleston, WV	New F1	Boone, WV	NSAC, LLC	2640.5-2646	03/28/2016
B073	073	Charleston, WV	New F2	Boone, WV	NSAC, LLC	2646-2651.5	03/28/2016
B073	073	Charleston, WV	New F3	Boone, WV	NSAC, LLC	2651.5-2657	03/28/2016
B073	073	Charleston, WV	New F4	Boone, WV	NSAC, LLC	2602-2608	03/28/2016
B073	073	Charleston, WV	New H1	Boone, WV	NSAC, LLC	2657-2662.5	03/28/2016
B073	073	Charleston, WV	New H2	Boone, WV	NSAC, LLC	2662.5-2668	03/28/2016
B073	073	Charleston, WV	New H3	Boone, WV	NSAC, LLC	2668-2673.5	03/28/2016
B073	073	Charleston, WV	New BRS1	Braxton, WV	NSAC, LLC	2496-2502	03/28/2016
B073	073	Charleston, WV	New BRS2	Braxton, WV	NSAC, LLC	2618-2624	03/28/2016
B073	073	Charleston, WV	New E1	Braxton, WV	NSAC, LLC	2624-2629.5	03/28/2016

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Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B073	073	Charleston, WV	New E2	Braxton, WV	NSAC, LLC	2629.5-2635	03/28/2016
B073	073	Charleston, WV	New E3	Braxton, WV	NSAC, LLC	2635-2640.5	03/28/2016
B073	073	Charleston, WV	New E4	Braxton, WV	NSAC, LLC	2608-2614	03/28/2016
B073	073	Charleston, WV	New F1	Braxton, WV	NSAC, LLC	2640.5-2646	03/28/2016
B073	073	Charleston, WV	New F2	Braxton, WV	NSAC, LLC	2646-2651.5	03/28/2016
B073	073	Charleston, WV	New F3	Braxton, WV	NSAC, LLC	2651.5-2657	03/28/2016
B073	073	Charleston, WV	New F4	Braxton, WV	NSAC, LLC	2602-2608	03/28/2016
B073	073	Charleston, WV	New H1	Braxton, WV	NSAC, LLC	2657-2662.5	03/28/2016
B073	073	Charleston, WV	New H2	Braxton, WV	NSAC, LLC	2662.5-2668	03/28/2016
B073	073	Charleston, WV	New H3	Braxton, WV	NSAC, LLC	2668-2673.5	03/28/2016
B073	073	Charleston, WV	New BRS1	Clay, WV	NSAC, LLC	2496-2502	03/28/2016
B073	073	Charleston, WV	New BRS2	Clay, WV	NSAC, LLC	2618-2624	03/28/2016
B073	073	Charleston, WV	New E1	Clay, WV	NSAC, LLC	2624-2629.5	03/28/2016
B073	073	Charleston, WV	New E2	Clay, WV	NSAC, LLC	2629.5-2635	03/28/2016
B073	073	Charleston, WV	New E3	Clay, WV	NSAC, LLC	2635-2640.5	03/28/2016
B073	073	Charleston, WV	New E4	Clay, WV	NSAC, LLC	2608-2614	03/28/2016
B073	073	Charleston, WV	New F1	Clay, WV	NSAC, LLC	2640.5-2646	03/28/2016
B073	073	Charleston, WV	New F2	Clay, WV	NSAC, LLC	2646-2651.5	03/28/2016
B073	073	Charleston, WV	New F3	Clay, WV	NSAC, LLC	2651.5-2657	03/28/2016
B073	073	Charleston, WV	New F4	Clay, WV	NSAC, LLC	2602-2608	03/28/2016

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Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B073	073	Charleston, WV	New H1	Clay, WV	NSAC, LLC	2657-2662.5	03/28/2016
B073	073	Charleston, WV	New H2	Clay, WV	NSAC, LLC	2662.5-2668	03/28/2016
B073	073	Charleston, WV	New H3	Clay, WV	NSAC, LLC	2668-2673.5	03/28/2016
B073	073	Charleston, WV	New BRS1	Fayette, WV	NSAC, LLC	2496-2502	03/28/2016
B073	073	Charleston, WV	New BRS2	Fayette, WV	NSAC, LLC	2618-2624	03/28/2016
B073	073	Charleston, WV	New E1	Fayette, WV	NSAC, LLC	2624-2629.5	03/28/2016
B073	073	Charleston, WV	New E2	Fayette, WV	NSAC, LLC	2629.5-2635	03/28/2016
B073	073	Charleston, WV	New E3	Fayette, WV	NSAC, LLC	2635-2640.5	03/28/2016
B073	073	Charleston, WV	New E4	Fayette, WV	NSAC, LLC	2608-2614	03/28/2016
B073	073	Charleston, WV	New F1	Fayette, WV	NSAC, LLC	2640.5-2646	03/28/2016
B073	073	Charleston, WV	New F2	Fayette, WV	NSAC, LLC	2646-2651.5	03/28/2016
B073	073	Charleston, WV	New F3	Fayette, WV	NSAC, LLC	2651.5-2657	03/28/2016
B073	073	Charleston, WV	New F4	Fayette, WV	NSAC, LLC	2602-2608	03/28/2016
B073	073	Charleston, WV	New H1	Fayette, WV	NSAC, LLC	2657-2662.5	03/28/2016
B073	073	Charleston, WV	New H2	Fayette, WV	NSAC, LLC	2662.5-2668	03/28/2016
B073	073	Charleston, WV	New H3	Fayette, WV	NSAC, LLC	2668-2673.5	03/28/2016
B073	073	Charleston, WV	New BRS1	Jackson, WV	NSAC, LLC	2496-2502	03/28/2016
B073	073	Charleston, WV	New BRS2	Jackson, WV	NSAC, LLC	2618-2624	03/28/2016
B073	073	Charleston, WV	New E1	Jackson, WV	NSAC, LLC	2624-2629.5	03/28/2016
B073	073	Charleston, WV	New E2	Jackson, WV	NSAC, LLC	2629.5-2635	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B073	073	Charleston, WV	New E3	Jackson, WV	NSAC, LLC	2635-2640.5	03/28/2016
B073	073	Charleston, WV	New E4	Jackson, WV	NSAC, LLC	2608-2614	03/28/2016
B073	073	Charleston, WV	New F1	Jackson, WV	NSAC, LLC	2640.5-2646	03/28/2016
B073	073	Charleston, WV	New F2	Jackson, WV	NSAC, LLC	2646-2651.5	03/28/2016
B073	073	Charleston, WV	New F3	Jackson, WV	NSAC, LLC	2651.5-2657	03/28/2016
B073	073	Charleston, WV	New F4	Jackson, WV	NSAC, LLC	2602-2608	03/28/2016
B073	073	Charleston, WV	New H1	Jackson, WV	NSAC, LLC	2657-2662.5	03/28/2016
B073	073	Charleston, WV	New H2	Jackson, WV	NSAC, LLC	2662.5-2668	03/28/2016
B073	073	Charleston, WV	New H3	Jackson, WV	NSAC, LLC	2668-2673.5	03/28/2016
B073	073	Charleston, WV	New BRS1	Kanawha, WV	NSAC, LLC	2496-2502	03/28/2016
B073	073	Charleston, WV	New BRS2	Kanawha, WV	NSAC, LLC	2618-2624	03/28/2016
B073	073	Charleston, WV	New E1	Kanawha, WV	NSAC, LLC	2624-2629.5	03/28/2016
B073	073	Charleston, WV	New E2	Kanawha, WV	NSAC, LLC	2629.5-2635	03/28/2016
B073	073	Charleston, WV	New E3	Kanawha, WV	NSAC, LLC	2635-2640.5	03/28/2016
B073	073	Charleston, WV	New E4	Kanawha, WV	NSAC, LLC	2608-2614	03/28/2016
B073	073	Charleston, WV	New F1	Kanawha, WV	NSAC, LLC	2640.5-2646	03/28/2016
B073	073	Charleston, WV	New F2	Kanawha, WV	NSAC, LLC	2646-2651.5	03/28/2016
B073	073	Charleston, WV	New F3	Kanawha, WV	NSAC, LLC	2651.5-2657	03/28/2016
B073	073	Charleston, WV	New F4	Kanawha, WV	NSAC, LLC	2602-2608	03/28/2016
B073	073	Charleston, WV	New H1	Kanawha, WV	NSAC, LLC	2657-2662.5	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B073	073	Charleston, WV	New H2	Kanawha, WV	NSAC, LLC	2662.5-2668	03/28/2016
B073	073	Charleston, WV	New H3	Kanawha, WV	NSAC, LLC	2668-2673.5	03/28/2016
B073	073	Charleston, WV	New BRS1	Lincoln, WV	NSAC, LLC	2496-2502	03/28/2016
B073	073	Charleston, WV	New BRS2	Lincoln, WV	NSAC, LLC	2618-2624	03/28/2016
B073	073	Charleston, WV	New E1	Lincoln, WV	NSAC, LLC	2624-2629.5	03/28/2016
B073	073	Charleston, WV	New E2	Lincoln, WV	NSAC, LLC	2629.5-2635	03/28/2016
B073	073	Charleston, WV	New E3	Lincoln, WV	NSAC, LLC	2635-2640.5	03/28/2016
B073	073	Charleston, WV	New E4	Lincoln, WV	NSAC, LLC	2608-2614	03/28/2016
B073	073	Charleston, WV	New F1	Lincoln, WV	NSAC, LLC	2640.5-2646	03/28/2016
B073	073	Charleston, WV	New F2	Lincoln, WV	NSAC, LLC	2646-2651.5	03/28/2016
B073	073	Charleston, WV	New F3	Lincoln, WV	NSAC, LLC	2651.5-2657	03/28/2016
B073	073	Charleston, WV	New F4	Lincoln, WV	NSAC, LLC	2602-2608	03/28/2016
B073	073	Charleston, WV	New H1	Lincoln, WV	NSAC, LLC	2657-2662.5	03/28/2016
B073	073	Charleston, WV	New H2	Lincoln, WV	NSAC, LLC	2662.5-2668	03/28/2016
B073	073	Charleston, WV	New H3	Lincoln, WV	NSAC, LLC	2668-2673.5	03/28/2016
B073	073	Charleston, WV	New BRS1	Mason, WV	NSAC, LLC	2496-2502	03/28/2016
B073	073	Charleston, WV	New BRS2	Mason, WV	NSAC, LLC	2618-2624	03/28/2016
B073	073	Charleston, WV	New E1	Mason, WV	NSAC, LLC	2624-2629.5	03/28/2016
B073	073	Charleston, WV	New E2	Mason, WV	NSAC, LLC	2629.5-2635	03/28/2016
B073	073	Charleston, WV	New E3	Mason, WV	NSAC, LLC	2635-2640.5	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B073	073	Charleston, WV	New E4	Mason, WV	NSAC, LLC	2608-2614	03/28/2016
B073	073	Charleston, WV	New F1	Mason, WV	NSAC, LLC	2640.5-2646	03/28/2016
B073	073	Charleston, WV	New F2	Mason, WV	NSAC, LLC	2646-2651.5	03/28/2016
B073	073	Charleston, WV	New F3	Mason, WV	NSAC, LLC	2651.5-2657	03/28/2016
B073	073	Charleston, WV	New F4	Mason, WV	NSAC, LLC	2602-2608	03/28/2016
B073	073	Charleston, WV	New H1	Mason, WV	NSAC, LLC	2657-2662.5	03/28/2016
B073	073	Charleston, WV	New H2	Mason, WV	NSAC, LLC	2662.5-2668	03/28/2016
B073	073	Charleston, WV	New H3	Mason, WV	NSAC, LLC	2668-2673.5	03/28/2016
B073	073	Charleston, WV	New BRS1	Nicholas, WV	NSAC, LLC	2496-2502	03/28/2016
B073	073	Charleston, WV	New BRS2	Nicholas, WV	NSAC, LLC	2618-2624	03/28/2016
B073	073	Charleston, WV	New E1	Nicholas, WV	NSAC, LLC	2624-2629.5	03/28/2016
B073	073	Charleston, WV	New E2	Nicholas, WV	NSAC, LLC	2629.5-2635	03/28/2016
B073	073	Charleston, WV	New E3	Nicholas, WV	NSAC, LLC	2635-2640.5	03/28/2016
B073	073	Charleston, WV	New E4	Nicholas, WV	NSAC, LLC	2608-2614	03/28/2016
B073	073	Charleston, WV	New F1	Nicholas, WV	NSAC, LLC	2640.5-2646	03/28/2016
B073	073	Charleston, WV	New F2	Nicholas, WV	NSAC, LLC	2646-2651.5	03/28/2016
B073	073	Charleston, WV	New F3	Nicholas, WV	NSAC, LLC	2651.5-2657	03/28/2016
B073	073	Charleston, WV	New F4	Nicholas, WV	NSAC, LLC	2602-2608	03/28/2016
B073	073	Charleston, WV	New H1	Nicholas, WV	NSAC, LLC	2657-2662.5	03/28/2016
B073	073	Charleston, WV	New H2	Nicholas, WV	NSAC, LLC	2662.5-2668	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B073	073	Charleston, WV	New H3	Nicholas, WV	NSAC, LLC	2668-2673.5	03/28/2016
B073	073	Charleston, WV	New BRS1	Pocahontas, WV	NSAC, LLC	2496-2502	03/28/2016
B073	073	Charleston, WV	New BRS2	Pocahontas, WV	NSAC, LLC	2618-2624	03/28/2016
B073	073	Charleston, WV	New E1	Pocahontas, WV	NSAC, LLC	2624-2629.5	03/28/2016
B073	073	Charleston, WV	New E2	Pocahontas, WV	NSAC, LLC	2629.5-2635	03/28/2016
B073	073	Charleston, WV	New E3	Pocahontas, WV	NSAC, LLC	2635-2640.5	03/28/2016
B073	073	Charleston, WV	New E4	Pocahontas, WV	NSAC, LLC	2608-2614	03/28/2016
B073	073	Charleston, WV	New F1	Pocahontas, WV	NSAC, LLC	2640.5-2646	03/28/2016
B073	073	Charleston, WV	New F2	Pocahontas, WV	NSAC, LLC	2646-2651.5	03/28/2016
B073	073	Charleston, WV	New F3	Pocahontas, WV	NSAC, LLC	2651.5-2657	03/28/2016
B073	073	Charleston, WV	New F4	Pocahontas, WV	NSAC, LLC	2602-2608	03/28/2016
B073	073	Charleston, WV	New H1	Pocahontas, WV	NSAC, LLC	2657-2662.5	03/28/2016
B073	073	Charleston, WV	New H2	Pocahontas, WV	NSAC, LLC	2662.5-2668	03/28/2016
B073	073	Charleston, WV	New H3	Pocahontas, WV	NSAC, LLC	2668-2673.5	03/28/2016
B073	073	Charleston, WV	New BRS1	Putnam, WV	NSAC, LLC	2496-2502	03/28/2016
B073	073	Charleston, WV	New BRS2	Putnam, WV	NSAC, LLC	2618-2624	03/28/2016
B073	073	Charleston, WV	New E1	Putnam, WV	NSAC, LLC	2624-2629.5	03/28/2016
B073	073	Charleston, WV	New E2	Putnam, WV	NSAC, LLC	2629.5-2635	03/28/2016
B073	073	Charleston, WV	New E3	Putnam, WV	NSAC, LLC	2635-2640.5	03/28/2016
B073	073	Charleston, WV	New E4	Putnam, WV	NSAC, LLC	2608-2614	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B073	073	Charleston, WV	New F1	Putnam, WV	NSAC, LLC	2640.5-2646	03/28/2016
B073	073	Charleston, WV	New F2	Putnam, WV	NSAC, LLC	2646-2651.5	03/28/2016
B073	073	Charleston, WV	New F3	Putnam, WV	NSAC, LLC	2651.5-2657	03/28/2016
B073	073	Charleston, WV	New F4	Putnam, WV	NSAC, LLC	2602-2608	03/28/2016
B073	073	Charleston, WV	New H1	Putnam, WV	NSAC, LLC	2657-2662.5	03/28/2016
B073	073	Charleston, WV	New H2	Putnam, WV	NSAC, LLC	2662.5-2668	03/28/2016
B073	073	Charleston, WV	New H3	Putnam, WV	NSAC, LLC	2668-2673.5	03/28/2016
B073	073	Charleston, WV	New BRS1	Roane, WV	NSAC, LLC	2496-2502	03/28/2016
B073	073	Charleston, WV	New BRS2	Roane, WV	NSAC, LLC	2618-2624	03/28/2016
B073	073	Charleston, WV	New E1	Roane, WV	NSAC, LLC	2624-2629.5	03/28/2016
B073	073	Charleston, WV	New E2	Roane, WV	NSAC, LLC	2629.5-2635	03/28/2016
B073	073	Charleston, WV	New E3	Roane, WV	NSAC, LLC	2635-2640.5	03/28/2016
B073	073	Charleston, WV	New E4	Roane, WV	NSAC, LLC	2608-2614	03/28/2016
B073	073	Charleston, WV	New F1	Roane, WV	NSAC, LLC	2640.5-2646	03/28/2016
B073	073	Charleston, WV	New F2	Roane, WV	NSAC, LLC	2646-2651.5	03/28/2016
B073	073	Charleston, WV	New F3	Roane, WV	NSAC, LLC	2651.5-2657	03/28/2016
B073	073	Charleston, WV	New F4	Roane, WV	NSAC, LLC	2602-2608	03/28/2016
B073	073	Charleston, WV	New H1	Roane, WV	NSAC, LLC	2657-2662.5	03/28/2016
B073	073	Charleston, WV	New H2	Roane, WV	NSAC, LLC	2662.5-2668	03/28/2016
B073	073	Charleston, WV	New H3	Roane, WV	NSAC, LLC	2668-2673.5	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B073	073	Charleston, WV	New BRS1	Webster, WV	NSAC, LLC	2496-2502	03/28/2016
B073	073	Charleston, WV	New BRS2	Webster, WV	NSAC, LLC	2618-2624	03/28/2016
B073	073	Charleston, WV	New E1	Webster, WV	NSAC, LLC	2624-2629.5	03/28/2016
B073	073	Charleston, WV	New E2	Webster, WV	NSAC, LLC	2629.5-2635	03/28/2016
B073	073	Charleston, WV	New E3	Webster, WV	NSAC, LLC	2635-2640.5	03/28/2016
B073	073	Charleston, WV	New E4	Webster, WV	NSAC, LLC	2608-2614	03/28/2016
B073	073	Charleston, WV	New F1	Webster, WV	NSAC, LLC	2640.5-2646	03/28/2016
B073	073	Charleston, WV	New F2	Webster, WV	NSAC, LLC	2646-2651.5	03/28/2016
B073	073	Charleston, WV	New F3	Webster, WV	NSAC, LLC	2651.5-2657	03/28/2016
B073	073	Charleston, WV	New F4	Webster, WV	NSAC, LLC	2602-2608	03/28/2016
B073	073	Charleston, WV	New H1	Webster, WV	NSAC, LLC	2657-2662.5	03/28/2016
B073	073	Charleston, WV	New H2	Webster, WV	NSAC, LLC	2662.5-2668	03/28/2016
B073	073	Charleston, WV	New H3	Webster, WV	NSAC, LLC	2668-2673.5	03/28/2016
B266	266	Lynchburg, VA	New BRS1	Amherst, VA	Clearwire Spectrum Holdings LLC	2496-2502	03/28/2016
B266	266	Lynchburg, VA	New BRS2	Amherst, VA	Clearwire Spectrum Holdings LLC	2618-2624	03/28/2016
B266	266	Lynchburg, VA	New E1	Amherst, VA	Clearwire Spectrum Holdings LLC	2624-2629.5	03/28/2016
B266	266	Lynchburg, VA	New E2	Amherst, VA	Clearwire Spectrum Holdings LLC	2629.5-2635	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B266	266	Lynchburg, VA	New E3	Amherst, VA	Clearwire Spectrum Holdings LLC	2635-2640.5	03/28/2016
B266	266	Lynchburg, VA	New E4	Amherst, VA	Clearwire Spectrum Holdings LLC	2608-2614	03/28/2016
B266	266	Lynchburg, VA	New F1	Amherst, VA	Clearwire Spectrum Holdings LLC	2640.5-2646	03/28/2016
B266	266	Lynchburg, VA	New F2	Amherst, VA	Clearwire Spectrum Holdings LLC	2646-2651.5	03/28/2016
B266	266	Lynchburg, VA	New F3	Amherst, VA	Clearwire Spectrum Holdings LLC	2651.5-2657	03/28/2016
B266	266	Lynchburg, VA	New F4	Amherst, VA	Clearwire Spectrum Holdings LLC	2602-2608	03/28/2016
B266	266	Lynchburg, VA	New H1	Amherst, VA	Clearwire Spectrum Holdings LLC	2657-2662.5	03/28/2016
B266	266	Lynchburg, VA	New H2	Amherst, VA	Clearwire Spectrum Holdings LLC	2662.5-2668	03/28/2016
B266	266	Lynchburg, VA	New H3	Amherst, VA	Clearwire Spectrum Holdings LLC	2668-2673.5	03/28/2016
B266	266	Lynchburg, VA	New BRS1	Appomattox, VA	Clearwire Spectrum Holdings LLC	2496-2502	03/28/2016
B266	266	Lynchburg, VA	New BRS2	Appomattox, VA	Clearwire Spectrum Holdings LLC	2618-2624	03/28/2016
B266	266	Lynchburg, VA	New E1	Appomattox, VA	Clearwire Spectrum Holdings LLC	2624-2629.5	03/28/2016
B266	266	Lynchburg, VA	New E2	Appomattox, VA	Clearwire Spectrum Holdings LLC	2629.5-2635	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B266	266	Lynchburg, VA	New E3	Appomattox, VA	Clearwire Spectrum Holdings LLC	2635-2640.5	03/28/2016
B266	266	Lynchburg, VA	New E4	Appomattox, VA	Clearwire Spectrum Holdings LLC	2608-2614	03/28/2016
B266	266	Lynchburg, VA	New F1	Appomattox, VA	Clearwire Spectrum Holdings LLC	2640.5-2646	03/28/2016
B266	266	Lynchburg, VA	New F2	Appomattox, VA	Clearwire Spectrum Holdings LLC	2646-2651.5	03/28/2016
B266	266	Lynchburg, VA	New F3	Appomattox, VA	Clearwire Spectrum Holdings LLC	2651.5-2657	03/28/2016
B266	266	Lynchburg, VA	New F4	Appomattox, VA	Clearwire Spectrum Holdings LLC	2602-2608	03/28/2016
B266	266	Lynchburg, VA	New H1	Appomattox, VA	Clearwire Spectrum Holdings LLC	2657-2662.5	03/28/2016
B266	266	Lynchburg, VA	New H2	Appomattox, VA	Clearwire Spectrum Holdings LLC	2662.5-2668	03/28/2016
B266	266	Lynchburg, VA	New H3	Appomattox, VA	Clearwire Spectrum Holdings LLC	2668-2673.5	03/28/2016
B266	266	Lynchburg, VA	New BRS1	Campbell, VA	Clearwire Spectrum Holdings LLC	2496-2502	03/28/2016
B266	266	Lynchburg, VA	New BRS2	Campbell, VA	Clearwire Spectrum Holdings LLC	2618-2624	03/28/2016
B266	266	Lynchburg, VA	New E1	Campbell, VA	Clearwire Spectrum Holdings LLC	2624-2629.5	03/28/2016
B266	266	Lynchburg, VA	New E2	Campbell, VA	Clearwire Spectrum Holdings LLC	2629.5-2635	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B266	266	Lynchburg, VA	New E3	Campbell, VA	Clearwire Spectrum Holdings LLC	2635-2640.5	03/28/2016
B266	266	Lynchburg, VA	New E4	Campbell, VA	Clearwire Spectrum Holdings LLC	2608-2614	03/28/2016
B266	266	Lynchburg, VA	New F1	Campbell, VA	Clearwire Spectrum Holdings LLC	2640.5-2646	03/28/2016
B266	266	Lynchburg, VA	New F2	Campbell, VA	Clearwire Spectrum Holdings LLC	2646-2651.5	03/28/2016
B266	266	Lynchburg, VA	New F3	Campbell, VA	Clearwire Spectrum Holdings LLC	2651.5-2657	03/28/2016
B266	266	Lynchburg, VA	New F4	Campbell, VA	Clearwire Spectrum Holdings LLC	2602-2608	03/28/2016
B266	266	Lynchburg, VA	New H1	Campbell, VA	Clearwire Spectrum Holdings LLC	2657-2662.5	03/28/2016
B266	266	Lynchburg, VA	New H2	Campbell, VA	Clearwire Spectrum Holdings LLC	2662.5-2668	03/28/2016
B266	266	Lynchburg, VA	New H3	Campbell, VA	Clearwire Spectrum Holdings LLC	2668-2673.5	03/28/2016
B266	266	Lynchburg, VA	New BRS1	Lynchburg, VA	Clearwire Spectrum Holdings LLC	2496-2502	03/28/2016
B266	266	Lynchburg, VA	New BRS2	Lynchburg, VA	Clearwire Spectrum Holdings LLC	2618-2624	03/28/2016
B266	266	Lynchburg, VA	New E1	Lynchburg, VA	Clearwire Spectrum Holdings LLC	2624-2629.5	03/28/2016
B266	266	Lynchburg, VA	New E2	Lynchburg, VA	Clearwire Spectrum Holdings LLC	2629.5-2635	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B266	266	Lynchburg, VA	New E3	Lynchburg, VA	Clearwire Spectrum Holdings LLC	2635-2640.5	03/28/2016
B266	266	Lynchburg, VA	New E4	Lynchburg, VA	Clearwire Spectrum Holdings LLC	2608-2614	03/28/2016
B266	266	Lynchburg, VA	New F1	Lynchburg, VA	Clearwire Spectrum Holdings LLC	2640.5-2646	03/28/2016
B266	266	Lynchburg, VA	New F2	Lynchburg, VA	Clearwire Spectrum Holdings LLC	2646-2651.5	03/28/2016
B266	266	Lynchburg, VA	New F3	Lynchburg, VA	Clearwire Spectrum Holdings LLC	2651.5-2657	03/28/2016
B266	266	Lynchburg, VA	New F4	Lynchburg, VA	Clearwire Spectrum Holdings LLC	2602-2608	03/28/2016
B266	266	Lynchburg, VA	New H1	Lynchburg, VA	Clearwire Spectrum Holdings LLC	2657-2662.5	03/28/2016
B266	266	Lynchburg, VA	New H2	Lynchburg, VA	Clearwire Spectrum Holdings LLC	2662.5-2668	03/28/2016
B266	266	Lynchburg, VA	New H3	Lynchburg, VA	Clearwire Spectrum Holdings LLC	2668-2673.5	03/28/2016
WQLW488	306	Morgantown, WV	New BRS1	Monongalia, WV	Clearwire Spectrum Holdings III, LLC	2496-2502	05/11/2020
WQLW488	306	Morgantown, WV	New BRS2	Monongalia, WV	Clearwire Spectrum Holdings III, LLC	2618-2624	05/11/2020
WQLW488	306	Morgantown, WV	New E1	Monongalia, WV	Clearwire Spectrum Holdings III, LLC	2624-2629.5	05/11/2020
WQLW488	306	Morgantown, WV	New E2	Monongalia, WV	Clearwire Spectrum Holdings III, LLC	2629.5-2635	05/11/2020

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
WQLW488	306	Morgantown, WV	New E3	Monongalia, WV	Clearwire Spectrum Holdings III, LLC	2635-2640.5	05/11/2020
WQLW488	306	Morgantown, WV	New E4	Monongalia, WV	Clearwire Spectrum Holdings III, LLC	2608-2614	05/11/2020
WQLW488	306	Morgantown, WV	New F1	Monongalia, WV	Clearwire Spectrum Holdings III, LLC	2640.5-2646	05/11/2020
WQLW488	306	Morgantown, WV	New F2	Monongalia, WV	Clearwire Spectrum Holdings III, LLC	2646-2651.5	05/11/2020
WQLW488	306	Morgantown, WV	New F3	Monongalia, WV	Clearwire Spectrum Holdings III, LLC	2651.5-2657	05/11/2020
WQLW488	306	Morgantown, WV	New F4	Monongalia, WV	Clearwire Spectrum Holdings III, LLC	2602-2608	05/11/2020
WQLW488	306	Morgantown, WV	New H1	Monongalia, WV	Clearwire Spectrum Holdings III, LLC	2657-2662.5	05/11/2020
WQLW488	306	Morgantown, WV	New H2	Monongalia, WV	Clearwire Spectrum Holdings III, LLC	2662.5-2668	05/11/2020
WQLW488	306	Morgantown, WV	New H3	Monongalia, WV	Clearwire Spectrum Holdings III, LLC	2668-2673.5	05/11/2020
WQLW488	306	Morgantown, WV	New BRS1	Preston, WV	Clearwire Spectrum Holdings III, LLC	2496-2502	05/11/2020
WQLW488	306	Morgantown, WV	New BRS2	Preston, WV	Clearwire Spectrum Holdings III, LLC	2618-2624	05/11/2020
WQLW488	306	Morgantown, WV	New E1	Preston, WV	Clearwire Spectrum Holdings III, LLC	2624-2629.5	05/11/2020
WQLW488	306	Morgantown, WV	New E2	Preston, WV	Clearwire Spectrum Holdings III, LLC	2629.5-2635	05/11/2020

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
WQLW488	306	Morgantown, WV	New E3	Preston, WV	Clearwire Spectrum Holdings III, LLC	2635-2640.5	05/11/2020
WQLW488	306	Morgantown, WV	New E4	Preston, WV	Clearwire Spectrum Holdings III, LLC	2608-2614	05/11/2020
WQLW488	306	Morgantown, WV	New F1	Preston, WV	Clearwire Spectrum Holdings III, LLC	2640.5-2646	05/11/2020
WQLW488	306	Morgantown, WV	New F2	Preston, WV	Clearwire Spectrum Holdings III, LLC	2646-2651.5	05/11/2020
WQLW488	306	Morgantown, WV	New F3	Preston, WV	Clearwire Spectrum Holdings III, LLC	2651.5-2657	05/11/2020
WQLW488	306	Morgantown, WV	New F4	Preston, WV	Clearwire Spectrum Holdings III, LLC	2602-2608	05/11/2020
WQLW488	306	Morgantown, WV	New H1	Preston, WV	Clearwire Spectrum Holdings III, LLC	2657-2662.5	05/11/2020
WQLW488	306	Morgantown, WV	New H2	Preston, WV	Clearwire Spectrum Holdings III, LLC	2662.5-2668	05/11/2020
WQLW488	306	Morgantown, WV	New H3	Preston, WV	Clearwire Spectrum Holdings III, LLC	2668-2673.5	05/11/2020
B197	197	Huntington, WV-Ashland, KY	New BRS1	Boyd, KY	NSAC, LLC	2496-2502	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New BRS2	Boyd, KY	NSAC, LLC	2618-2624	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E1	Boyd, KY	NSAC, LLC	2624-2629.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E2	Boyd, KY	NSAC, LLC	2629.5-2635	03/28/2016

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Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B197	197	Huntington, WV-Ashland, KY	New E3	Boyd, KY	NSAC, LLC	2635-2640.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E4	Boyd, KY	NSAC, LLC	2608-2614	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F1	Boyd, KY	NSAC, LLC	2640.5-2646	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F2	Boyd, KY	NSAC, LLC	2646-2651.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F3	Boyd, KY	NSAC, LLC	2651.5-2657	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F4	Boyd, KY	NSAC, LLC	2602-2608	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H1	Boyd, KY	NSAC, LLC	2657-2662.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H2	Boyd, KY	NSAC, LLC	2662.5-2668	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H3	Boyd, KY	NSAC, LLC	2668-2673.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New BRS1	Carter, KY	NSAC, LLC	2496-2502	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New BRS2	Carter, KY	NSAC, LLC	2618-2624	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E1	Carter, KY	NSAC, LLC	2624-2629.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E2	Carter, KY	NSAC, LLC	2629.5-2635	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B197	197	Huntington, WV-Ashland, KY	New E3	Carter, KY	NSAC, LLC	2635-2640.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E4	Carter, KY	NSAC, LLC	2608-2614	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F1	Carter, KY	NSAC, LLC	2640.5-2646	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F2	Carter, KY	NSAC, LLC	2646-2651.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F3	Carter, KY	NSAC, LLC	2651.5-2657	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F4	Carter, KY	NSAC, LLC	2602-2608	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H1	Carter, KY	NSAC, LLC	2657-2662.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H2	Carter, KY	NSAC, LLC	2662.5-2668	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H3	Carter, KY	NSAC, LLC	2668-2673.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New BRS1	Elliott, KY	NSAC, LLC	2496-2502	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New BRS2	Elliott, KY	NSAC, LLC	2618-2624	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E1	Elliott, KY	NSAC, LLC	2624-2629.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E2	Elliott, KY	NSAC, LLC	2629.5-2635	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B197	197	Huntington, WV-Ashland, KY	New E3	Elliott, KY	NSAC, LLC	2635-2640.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E4	Elliott, KY	NSAC, LLC	2608-2614	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F1	Elliott, KY	NSAC, LLC	2640.5-2646	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F2	Elliott, KY	NSAC, LLC	2646-2651.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F3	Elliott, KY	NSAC, LLC	2651.5-2657	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F4	Elliott, KY	NSAC, LLC	2602-2608	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H1	Elliott, KY	NSAC, LLC	2657-2662.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H2	Elliott, KY	NSAC, LLC	2662.5-2668	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H3	Elliott, KY	NSAC, LLC	2668-2673.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New BRS1	Lawrence, KY	NSAC, LLC	2496-2502	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New BRS2	Lawrence, KY	NSAC, LLC	2618-2624	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E1	Lawrence, KY	NSAC, LLC	2624-2629.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E2	Lawrence, KY	NSAC, LLC	2629.5-2635	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B197	197	Huntington, WV-Ashland, KY	New E3	Lawrence, KY	NSAC, LLC	2635-2640.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E4	Lawrence, KY	NSAC, LLC	2608-2614	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F1	Lawrence, KY	NSAC, LLC	2640.5-2646	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F2	Lawrence, KY	NSAC, LLC	2646-2651.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F3	Lawrence, KY	NSAC, LLC	2651.5-2657	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F4	Lawrence, KY	NSAC, LLC	2602-2608	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H1	Lawrence, KY	NSAC, LLC	2657-2662.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H2	Lawrence, KY	NSAC, LLC	2662.5-2668	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H3	Lawrence, KY	NSAC, LLC	2668-2673.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New BRS1	Lawrence, OH	NSAC, LLC	2496-2502	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New BRS2	Lawrence, OH	NSAC, LLC	2618-2624	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E1	Lawrence, OH	NSAC, LLC	2624-2629.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E2	Lawrence, OH	NSAC, LLC	2629.5-2635	03/28/2016

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Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B197	197	Huntington, WV-Ashland, KY	New E3	Lawrence, OH	NSAC, LLC	2635-2640.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E4	Lawrence, OH	NSAC, LLC	2608-2614	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F1	Lawrence, OH	NSAC, LLC	2640.5-2646	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F2	Lawrence, OH	NSAC, LLC	2646-2651.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F3	Lawrence, OH	NSAC, LLC	2651.5-2657	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F4	Lawrence, OH	NSAC, LLC	2602-2608	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H1	Lawrence, OH	NSAC, LLC	2657-2662.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H2	Lawrence, OH	NSAC, LLC	2662.5-2668	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H3	Lawrence, OH	NSAC, LLC	2668-2673.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New BRS1	Cabell, WV	NSAC, LLC	2496-2502	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New BRS2	Cabell, WV	NSAC, LLC	2618-2624	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E1	Cabell, WV	NSAC, LLC	2624-2629.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E2	Cabell, WV	NSAC, LLC	2629.5-2635	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B197	197	Huntington, WV-Ashland, KY	New E3	Cabell, WV	NSAC, LLC	2635-2640.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E4	Cabell, WV	NSAC, LLC	2608-2614	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F1	Cabell, WV	NSAC, LLC	2640.5-2646	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F2	Cabell, WV	NSAC, LLC	2646-2651.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F3	Cabell, WV	NSAC, LLC	2651.5-2657	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F4	Cabell, WV	NSAC, LLC	2602-2608	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H1	Cabell, WV	NSAC, LLC	2657-2662.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H2	Cabell, WV	NSAC, LLC	2662.5-2668	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H3	Cabell, WV	NSAC, LLC	2668-2673.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New BRS1	Wayne, WV	NSAC, LLC	2496-2502	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New BRS2	Wayne, WV	NSAC, LLC	2618-2624	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E1	Wayne, WV	NSAC, LLC	2624-2629.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E2	Wayne, WV	NSAC, LLC	2629.5-2635	03/28/2016

REDACTED FOR PUBLIC INSPECTION

Call Sign	BTA	BTA Name	Block	County	Licensee	Frequencies (MHz)	Expire Date
B197	197	Huntington, WV-Ashland, KY	New E3	Wayne, WV	NSAC, LLC	2635-2640.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New E4	Wayne, WV	NSAC, LLC	2608-2614	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F1	Wayne, WV	NSAC, LLC	2640.5-2646	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F2	Wayne, WV	NSAC, LLC	2646-2651.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F3	Wayne, WV	NSAC, LLC	2651.5-2657	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New F4	Wayne, WV	NSAC, LLC	2602-2608	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H1	Wayne, WV	NSAC, LLC	2657-2662.5	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H2	Wayne, WV	NSAC, LLC	2662.5-2668	03/28/2016
B197	197	Huntington, WV-Ashland, KY	New H3	Wayne, WV	NSAC, LLC	2668-2673.5	03/28/2016

REDACTED FOR PUBLIC INSPECTION

GSA Licenses

Call Sign	GSA (35 mile radius)	Market	Block	Licensee	Frequencies (MHz)	Expire Date
WGW371	37-11-35.5 N, 080-09-28.1 W	P02620 - P35 GSA	New F1	Clearwire Spectrum Holdings III, LLC	2640.5-2646	05/01/2021
WGW371	37-11-35.5 N, 080-09-28.1 W	P02620 - P35 GSA	New F2	Clearwire Spectrum Holdings III, LLC	2646-2651.5	05/01/2021
WGW371	37-11-35.5 N, 080-09-28.1 W	P02620 - P35 GSA	New F3	Clearwire Spectrum Holdings III, LLC	2651.5-2657	05/01/2021
WGW371	37-11-35.5 N, 080-09-28.1 W	P02620 - P35 GSA	New F4	Clearwire Spectrum Holdings III, LLC	2602-2608	05/01/2021
WNTH507	37-11-35.5 N, 080-09-28.1 W	P01601 - P35 GSA	New H2	NSAC, LLC	2662.5-2668	05/01/2021
WNTH926	37-22-26.5 N, 079-55-34.1 W	P01610 - P35 GSA	New H1	Clearwire Spectrum Holdings II LLC	2657-2662.5	05/01/2021
WMY398	38-23-58.3 N, 081-46-42.5 W	P01504 - P35 GSA	New E1	NSAC, LLC	2624-2629.5	05/01/2021
WMY398	38-23-58.3 N, 081-46-42.5 W	P01504 - P35 GSA	New E2	NSAC, LLC	2629.5-2635	05/01/2021
WMY398	38-23-58.3 N, 081-46-42.5 W	P01504 - P35 GSA	New E3	NSAC, LLC	2635-2640.5	05/01/2021
WMY398	38-23-58.3 N, 081-46-42.5 W	P01504 - P35 GSA	New E4	NSAC, LLC	2608-2614	05/01/2021
WLW697	36-44-28.5 N, 079-23-04.1 W	P02915 - P35 GSA	New E1	Alda Wireless Holdings, LLC	2624-2629.5	05/01/2021
WLW697	36-44-28.5 N, 079-23-04.1 W	P02915 - P35 GSA	New E2	Alda Wireless Holdings, LLC	2629.5-2635	05/01/2021
WLW697	36-44-28.5 N, 079-23-04.1 W	P02915 - P35 GSA	New E3	Alda Wireless Holdings, LLC	2635-2640.5	05/01/2021
WLW697	36-44-28.5 N, 079-23-04.1 W	P02915 - P35 GSA	New E4	Alda Wireless Holdings, LLC	2608-2614	05/01/2021
WNTJ765	38-25-11.3 N, 082-24-05.5 W	P01990 - P35 GSA	New H2	NSAC, LLC	2662.5-2668	05/01/2021
WNTJ808	38-25-11.3 N, 082-24-05.5 W	P02970 - P35 GSA	New H1	NSAC, LLC	2657-2662.5	05/01/2021

SCHEDULE B

Operating Parameters

In the event Licensee or any Affiliate of Licensee exercises any of its rights under Section 7.2.3 of the Resale Agreement, or if Licensee needs to take other action to provide coverage using any of the Frequencies:

1. Licensee must obtain Lessee's approval of its network deployment design, which such approval may not be unreasonably, withheld, conditioned or delayed. Lessee may reasonably withhold its consent, if, in its reasonable discretion, deployment of Licensee's designs would create interference to Lessee's operations or would result in Lessee or the Leased Spectrum being in non-compliance with any FCC rules or policies.
2. In order to obtain Lessee's consent, prior to initiating the development of proposed sites for deployment, Licensee shall submit to Lessee with respect to each proposed site (a) the proposed location and (b) the proposed design and RF operating parameters (including vendor, and technology). Licensee may submit multiple sites for review. Within 30 business days of receipt of such information, Lessee shall either (x) convene a meeting among Lessee and Licensee's representatives to discuss objections to the proposed network deployment designs or (y) notify Licensee that such proposed sites have been approved. If Lessee does not respond within 30 day period, Lessee waives objection right to design. At any such meeting, the parties shall work in good faith to cooperate to identify a mutually agreeable solution to any objections to the proposed designs within a reasonable time period as agreed at such meeting. If during the implementation process of the network deployment design there are material changes to the proposed location or design parameters from these approved by Lessee, Licensee must disclose such changes to Lessee for Lessee's approval.
3. All operation of the Licensee on the Leased Frequencies shall be subject to Lessee's oversight and control, and Lessee shall have the unfettered right to inspect Licensee's facilities and, upon notice to Licensee that any of its facilities or operations are not in compliance with FCC rules or policies, to require Licensee to cease operations until such facilities or operations are, in Lessee's sole discretion, compliant with the FCC rules or policies. In the event that interference by either Party results in harmful interference to the other Party's operations or to the operations of any other licensee of the Leased Frequencies, the party causing such interference shall as soon as possible eliminate the interference to Lessee's reasonable satisfaction or, if such resolution cannot be achieved within four (4)

hours of receipt of an oral or written request from Lessee, immediately thereafter cease the interfering operations. As to any such construction and operation by Licensee within the Markets, Licensee will provide Lessee with a 24/7 contact person or persons responsible for the network operations.

4. For purposes of this Schedule B, the following individuals shall be the representatives of each party and notification via email is sufficient for purposes of this Schedule B.

- a. Licensee: Don White; donald.white@sprint.com

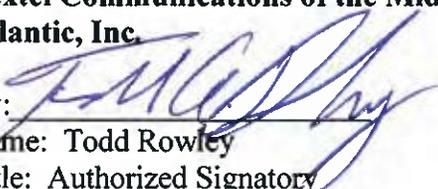
- b. Lessee: _____]

REDACTED FOR PUBLIC INSPECTION

REDACTED FOR PUBLIC INSPECTION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

LICENSEE:
Nextel Communications of the Mid-Atlantic, Inc.

By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

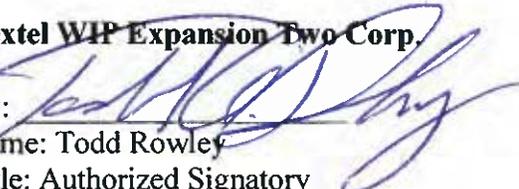
LESSEE:
NTELOS INC.

By: _____
Name: James A. Hyde
Title: CEO/President
Date: May 21, 2014

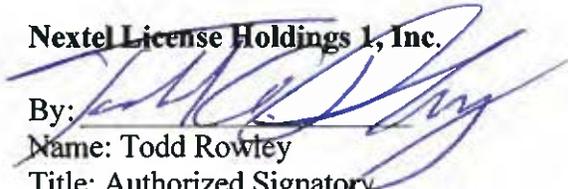
Nextel WIP License Corp.

By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Nextel WIP Expansion Two Corp.

By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Nextel License Holdings 1, Inc.

By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

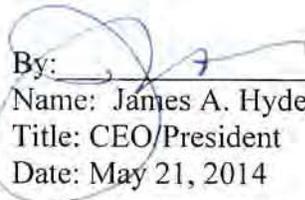
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Nextel Communications of the Mid-Atlantic, Inc.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

LESSEE:
NTELOS INC.

By:  _____
Name: James A. Hyde
Title: CEO/President
Date: May 21, 2014

Nextel WIP License Corp.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Nextel WIP Expansion Two Corp.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

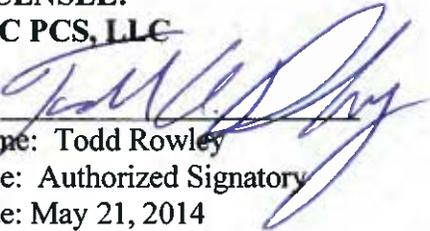
Nextel License Holdings 1, Inc.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

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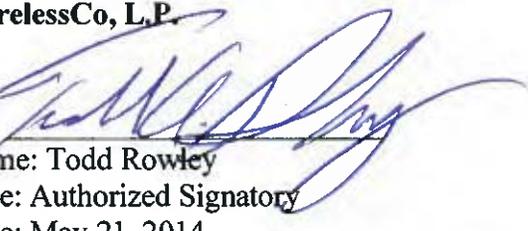
LICENSEE:
APC PCS, LLC

By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

LESSEE:
NTELOS INC.

By: _____
Name: James A. Hyde
Title: CEO/President
Date: May 21, 2014

WirelessCo, L.P.

By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

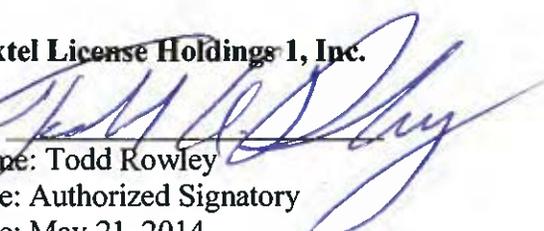
SprintCom, Inc.

By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Nextel Communications of the Mid-Atlantic, Inc.

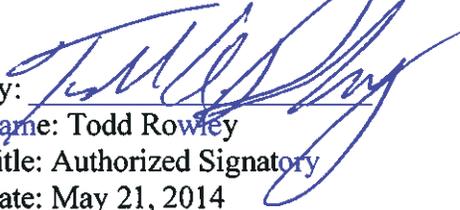
By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Nextel License Holdings 1, Inc.

By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

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Nextel License Holdings 4, Inc.

By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

REDACTED FOR PUBLIC INSPECTION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**LICENSEE:
APC PCS, LLC**

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

**LESSEE:
NTELOS INC.**

By: _____
Name: James A. Hyde
Title: CEO/President
Date: May 21, 2014

WirelessCo, L.P.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

SprintCom, Inc.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Nextel Communications of the Mid-Atlantic, Inc.

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Nextel License Holdings 1, Inc.

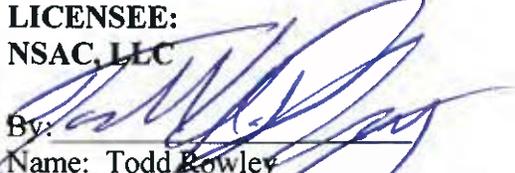
By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

SIGNATURE PAGE CONTINUES ON FOLLOWING PAGE

REDACTED FOR PUBLIC INSPECTION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

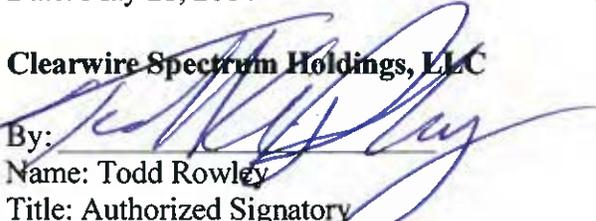
**LICENSEE:
NSAC, LLC**

By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

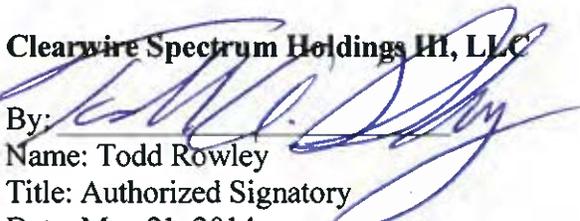
**LESSEE:
NTELOS INC.**

By: _____
Name: James A. Hyde
Title: CEO/President
Date: May 21, 2014

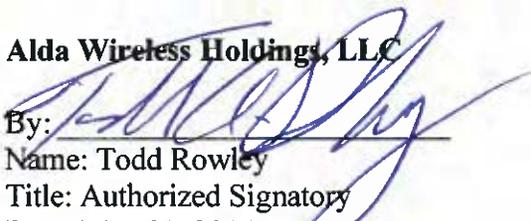
Clearwire Spectrum Holdings, LLC

By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Clearwire Spectrum Holdings HI, LLC

By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Alda Wireless Holdings, LLC

By: 
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

REDACTED FOR PUBLIC INSPECTION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**LICENSEE:
NSAC, LLC**

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

**LESSEE:
NTELOS INC.**

By: _____
Name: James A. Hyde
Title: CEO/President
Date: May 21, 2014

Clearwire Spectrum Holdings, LLC

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Clearwire Spectrum Holdings III, LLC

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

Alda Wireless Holdings, LLC

By: _____
Name: Todd Rowley
Title: Authorized Signatory
Date: May 21, 2014

REDACTED FOR PUBLIC INSPECTION

EXECUTION VERSION
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

DATED AS OF MAY 1, 2014

TABLE OF CONTENTS

	Page
1. Definitions.....	2
2. Sprint Relationship.....	5
3. Term.....	5
3.1 General.....	5
3.2 Automatic Renewal.....	5
3.3 Phase-Out Period	6
4. Representations, Warranties and Covenants.....	7
4.1 Representations and Warranties of the Alliances and NTELOS	7
4.2 Representations, Warranties and Covenants of Sprint.....	8
5. Scope of PCS/LTE Services; Handset Handling; MIN Administration; Billing; Forecasts	11
5.1 PCS/LTE Services	11
5.2 Sprint Handset Handling Services	11
5.3 MIN Range Administration	11
5.4 Call Detail Records	11
5.5 Subscriber Information and Forecasts	11
5.6 Intercarrier Roaming Service Agreement	12
6. Prices and Terms of Payment	12
6.1 Payment of Charges	12
6.2 Invoices	12
6.3 Disputed Charges.....	12
6.4 Taxes and Other Levies by Governmental Authorities.....	13
6.5 Enhanced 911 Charges.....	14
7. Rights and Obligations of the Parties.....	14
7.1 Sprint’s Responsibility and Liability Related to PCS/LTE Services to Sprint Customers.....	14
7.2 Network Requirements	14
7.3 Exclusive Provider; Overbuilds	17
7.4 Spectrum	18
7.5 Representatives	19
7.6 EVDO Deployment Acknowledgement; PCS/LTE Deployment.....	19
7.7 Software Deployment Process	20
8. Licenses.....	20
8.1 General.....	20
8.2 Renewals.....	21
8.3 Future Spectrum Acquired Through Auction	23
9. Audit	23

TABLE OF CONTENTS
(continued)

	Page
9.1 General.....	23
9.2 Procedure	23
10. Warranties	24
11. Trade Name, Trade Marks and Service Marks	24
11.1 The Alliances' Rights	24
11.2 Sprint's Rights	24
11.3 Remedies for Violations	25
12. Insurance	25
12.1 Sprint Insurance	25
12.2 The Alliances Insurance.....	25
13. Indemnification; Limitation of Liability.....	26
13.1 Indemnification	26
13.2 Indemnification Procedures	26
13.3 Limitation of Liability.....	27
14. Breach, Remedies and Early Termination of the Agreement	27
14.1 Breach	27
15. Confidentiality	28
15.1 Restriction	28
15.2 Return.....	29
15.3 Limitation.....	29
15.4 Relief.....	30
15.5 Disclosure to Government Authorities.....	30
16. Assignment	30
16.1 By Sprint	30
16.2 By the Alliances or NTELOS	30
16.3 NTELOS Process	31
16.4 Proprietary Information	32
17. General Provisions	33
17.1 Notices and Inquiries	33
17.2 Construction.....	34
17.3 Independent Contractors	34
17.4 Survival.....	34
17.5 Headings	34
17.6 Severability	34
17.7 Governing Law	35
17.8 Counterpart Execution	35

TABLE OF CONTENTS
(continued)

	Page
17.9 Entire Agreement; Amendments.....	35
17.10 Parties in Interest; Limitation on Rights of Others	35
17.11 Waivers; Remedies	35
17.12 Force Majeure	35
17.13 Disclosure	36
17.14 Dispute Resolution.....	36
17.15 Relationship of this Agreement and the Previous Resale Agreement	37
17.16 Release of Claims Arising Under Previous Agreement.....	37
17.17 Duty of Good Faith and Fair Dealing	37
17.18 Infrastructure.....	37
17.19 Devices.....	38
17.20 Compliances with Laws.....	39
17.21 Integration.....	39

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Schedule 1A	Markets and NTELOS Applicable Licenses
Schedule 1B	Sprint Applicable Licenses
Schedule 2	PCS/LTE Services Pricing
Schedule 3	Billing Methodology
Schedule 4	Network Performance Standards and Requirements
Exhibit 1 to Schedule 4	Network Service Level Agreement
Schedule 5	Alliances and Sprint Representatives
Schedule 6	Sprint Core Features and Services
Schedule 7	LTE Build-out Related (Design / Plan / Time-Line)
Schedule 8	Sprint Affiliates
Schedule 9	Sprint Comparable Markets

RESALE AGREEMENT

This Amended and Restated Resale Agreement (this “Agreement”) is dated as of May 1, 2014 for PCS/LTE Services (as defined below) beginning May 1, 2014 (the “Effective Date”) by and among West Virginia PCS Alliance, L.C., a Virginia limited liability company (the “WV Alliance”), Virginia PCS Alliance, L.C., a Virginia limited liability company (the “VA Alliance”) (collectively, the “Alliances”); NTELOS Inc., a Virginia corporation and the indirect parent of each of the Alliances (“NTELOS”); and Sprint Spectrum L.P., a Delaware limited partnership (“Sprint”) and those Sprint Affiliates that, in addition to Sprint Spectrum are listed in Schedule 8 (the “Designated Affiliates”).

RECITALS

A. The Alliances own broadband personal communications services (“PCS”) licenses; own and operate a PCS network (the “Alliances Network”); and, provide i) PCS Services (as defined below) in several geographic markets, including the Markets (as defined below) and ii) currently to a lesser extent, LTE Services (as defined below), in portions of some of such Markets.

B. Subject to the terms and conditions contained in this Agreement, Sprint and the Designated Affiliates (collectively, the “Sprint Entities”) desire to purchase PCS/LTE Services from the Alliances and market and sell such services to Sprint Customers (as defined below), and the Alliances desire to sell PCS/LTE Services to the Sprint Entities (including such services as Sprint and the Sprint Entities purchase for the benefit and use of their respective Affiliates, Network Managers and MVNOs, and such entities’ customers as permitted by this Agreement).

C. Subject to the terms and conditions contained in this Agreement, the parties also desire to provide for (i) the pricing and billing methodology of the PCS/LTE Services provided by Sprint (or its Affiliates) to NTELOS and its Affiliates (as defined below), including the Alliances, pursuant to the Intercarrier Roamer Service Agreement (“IRSA”) also dated May 1, 2014 and executed contemporaneously with this Agreement, so that, as to travel roaming rates, such terms are reciprocal with the pricing terms and billing methodology of the PCS/LTE Services being provided by the Alliances to Sprint pursuant to this Agreement and (ii) the pricing and billing methodology of the long-distance telephone services (including, but not limited to international, inter-state, intra-state and 800 calls) provided by Sprint (or its Affiliates) to NTELOS and its Affiliates, including the Alliances, at rates that reflect the “most favored nations” rates of the Sprint Network Managers (as defined below) as provided in Schedule 2.

D. On July 31, 2007, the Alliances, NTELOS and Sprint and its Affiliate, SprintCom, Inc. (“SprintCom”), entered into a Resale Agreement (as amended, the “Previous Resale Agreement”).

E. The Sprint Entities have requested that the Alliances upgrade the Alliances Network to LTE (as defined below and as described more fully in Schedules 6 and 7).

F. The Alliances, NTELOS and the Sprint Entities intend to have this Agreement supersede and replace the Previous Resale Agreement in its entirety.

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NOW, THEREFORE, and in consideration of the above premises and the mutual promises set forth in this Agreement, the Alliances, NTELOS, and the Sprint Entities agree as follows:

1. Definitions

“Additional Sites” has the meaning assigned to the term in Section 7.6.

“Affiliate” means a person or entity that, directly or indirectly, controls, is controlled by or is under common control with another person or entity.

“Agreement” means this agreement and all of its Schedules and Exhibits.

“Alliances” has the meaning assigned to the term in the Preamble.

“Alliances’ Customer” means any person, other than the Sprint Entities, purchasing from the Alliances (i) PCS/LTE Services or (ii) any other services offered for sale by the Alliances.

“Alliances Marks” has the meaning assigned to the term in Section 11.1.

“Alliances Network” has the meaning assigned to the term in the Recitals.

“Applicable Licenses” has the meaning assigned to the term in Section 8.1.

“Billing Error” means an error in the billing rates, billing methodology or calculation of minutes of use or data usage within an invoice.

“BTA” means basic trading area (as defined by the FCC).

“Code Division Multiple Access” or *“CDMA”* means a digital spread spectrum technology that, among other things, enables multi-user utilization of the same wireless spectrum channel at the same time through the use of assigned codes to subscribers participating in given communications. For the sake of clarity, it is understood that WiFi-, WiMax- and LTE-based services are non-CDMA technology services.

“Current Sites” has the meaning assigned to the term in Section 7.6.2.

“Designated Affiliates” has the meaning assigned to the term in the Preamble.

“Device Supplier” means (i) any company with whom Sprint contracts to purchase subscriber devices such as handsets, smartphones, data only devices and tablets, and (ii) any Sprint Affiliate that manages the purchase of such subscriber devices for any Sprint Entity.

“Distributor” means (i) any company with whom Sprint contracts to distribute subscriber devices such as handsets, smartphones, data only devices and tablets, and (ii) any Sprint Affiliate that manages the distribution of such subscriber devices for any Sprint Entity.

“Effective Date” has the meaning assigned to the term in the Preamble.

“Electronic Billing” has the meaning assigned to the term in Section 5.4.

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“*ESN*” means the electronic serial number for each device.

“*EVDO*” means Evolution-Data Optimized Revision A, a third generation CDMA telecommunications standard for the transmission of data using radio signals.

“*Event of Default*” has the meaning assigned to the term in Section 14.1.

“*Exclusivity Period*” has the meaning assigned to the term in Section 7.3.1, subject to modification pursuant to Section 16.3.6.

“*Facilities*” means the telecommunications switching equipment, cell site transceiver equipment, towers, connecting circuits, software and other equipment installed, maintained, expanded, modified or replaced by the Alliances to render PCS/LTE Services within the Markets.

“*FCC*” means the Federal Communications Commission or any successor agency.

“*Forecast*” has the meaning assigned to the term in Section 5.5.

“*Fraud*” means the use of false information or a false identity to secure PCS/LTE Services from the Alliances Network.

“*Governmental Authority*” means any nation or government, any state or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including the FCC.

“*Indemnification Claim*” has the meaning assigned to the term in Section 13.2.1

“*Indemnitor*” has the meaning assigned to the term in Section 13.1.

“*Indemnitee*” has the meaning assigned to the term in Section 13.1.

“*Independent Auditors*” has the meaning assigned to the term in Section 9.2.

“*IRSA*” has the meaning assigned to the term in Section 5.6.

“*Licenses*” means the licenses issued by the FCC to the Alliances, which authorize the provision of PCS/LTE Services in the Markets.

“*LTE*” means the wireless industry recognized fourth-generation (“4G”) long term evolution data services provided in accordance with 3GPP standards.

“*LTE Services*” means all wireless communications services using LTE technology.

“*Markets*” means the BTAs set forth in Schedule 1A (Markets) in which PCS/LTE Services are to be made available to Sprint pursuant to this Agreement and the NTELOS Applicable Licenses. A “Market” is any one of such BTA.

“*MDN*” means a mobile directory number.

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“*MIN*” means a mobile identification number.

“*MSID*” means mobile station identifier.

“*MVNO*” means a company that provides mobile PCS/LTE Services utilizing Sprint’s and/or any or all of the Designated Affiliates’ spectrum or the Alliances’ spectrum in accordance with this Agreement and such company either a) does not own the infrastructure required to provide such PCS/LTE Services or b) owns a portion of such infrastructure (e.g., towers, backhaul facilities) but relies upon Sprint for switching and core network services, including the provisioning of NPA-NXXs.

“*National Sprint Competitor*” means Verizon, Verizon Wireless, AT&T or T-Mobile, or an Affiliate of Verizon, Verizon Wireless, AT&T or T-Mobile.

“*Network Specification*” has the meaning assigned to the term in Section 7.2.

“*NTELOS*” has the meaning assigned to the term in the Preamble.

“*NTELOS Applicable Licenses*” has the meaning assigned to the term in Section 7.4.

“*Overbuild Period*” has the meaning assigned to the term in Section 7.3.1, subject to modification pursuant to Section 16.3.6.

“*PCS Services*” means all wireless communications services using CDMA technology.

“*PCS/LTE Services*” means, collectively or separately, any PCS Services, LTE Services or future services that, pursuant to the terms of this Agreement, are provided by the Alliances. For the sake of clarity, it is understood that neither WiFi nor WiMax is a PCS Service or an LTE Service, and future LTE data service evolutions (e.g., “5G” and beyond) are not included within this Agreement unless and until Sprint may request the inclusion of such future services and the Alliances shall have agreed to provide any such future services.

“*Person*” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or entity or Governmental Authority.

“*Phase-Out Period*” has the meaning assigned the term in Section 3.3.

“*Previous Resale Agreement*” has the meaning assigned to the term in the Recitals.

“*Proprietary Information*” has the meaning assigned the term in Section 15.3.

“*Re-Deployed Sites*” has the meaning assigned the term in Section 7.6.3.

“*Reorganized Sprint Affiliate*” has the meaning assigned to the term in Section 4.2.5.

“*Sprint*” has the meaning assigned to the term in the Preamble.

“*SprintCom*” has the meaning assigned to the term in the Recitals.

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“*Sprint Customers*” means Sprint Home Customers and Sprint Travel Customers, collectively, as each are defined in Schedule 2.

“*Sprint Marks*” has the meaning assigned to the term in Section 11.2.

“*Sprint Network Manager*” means an entity that provides mobile wireless communications products and services under the “Sprint” or “Sprint Spectrum” service marks or any other service marks subsequently used by Sprint pursuant to an agreement with Sprint under which such entity constructs wireless network coverage and performs operational functions in defined geographic areas.

“*Sprint Spectrum*” has the meaning assigned to the term in the Preamble.

“*VA Alliance*” has the meaning assigned to the term in the Preamble.

“*Wireless Successor*” has the meaning assigned to the term in Section 16.4.

“*WV Alliance*” has the meaning assigned to the term in the Preamble.

2. Sprint Relationship

Subject to the terms and conditions of this Agreement, the Alliances will provide and sell PCS/LTE Services to Sprint in the Markets, and the Sprint Entities will, each individually through Sprint, purchase PCS/LTE Services as each may need from the Alliances in the Markets and, each individually through Sprint, will pay the Alliances for PCS/LTE Services as more specifically described in Schedule 2. The Alliances authorize the Sprint Entities to market and sell the PCS/LTE Services to Sprint Customers subject to the terms and conditions of this Agreement. The Alliances acknowledge that the PCS/LTE Services they provide under this Agreement are obtained by Sprint for the use and benefit of Sprint and Sprint’s Affiliates, Network Managers and MVNOs. Notwithstanding the immediately preceding sentence or any other provision of this Agreement, it is expressly agreed that i) no entity other than the signatories hereto shall have any contractual or third-party rights arising under or pursuant to this Agreement, and ii) there is no joint and several liability amongst a) Sprint and, collectively, the Designated Affiliates, or b) each of the Designated Affiliates; provided, however, Sprint shall be jointly and severally liable for all obligations of the Designated Affiliates under this Agreement. No provision of this Agreement will be construed as vesting in the Sprint Entities any control whatsoever in any facilities and operations of the Alliances, including the Facilities, or the operations of any Affiliate of the Alliances.

3. Term

3.1 General

Subject to the early termination provisions set forth in Section 14, 16 and the renewal provisions of Section 3.2, the initial term of this Agreement will be for the period commencing on the Effective Date and extending until December 31, 2022 (the “Initial Term”), unless renewed, or otherwise extended as a result of the Phase-Out Period described in Section 3.3 herein.

3.2 Automatic Renewal

This Agreement will automatically renew beyond the Initial Term set forth in Section 3.1 for separate renewal periods of three (3) years each (each, a “Renewal Term”), unless (a) Sprint gives written notice to the Alliances of non-renewal on or before the date which is one hundred eighty (180) days prior to the end of the Initial Term or the applicable Renewal Term, as the case may be; or (b) the Alliances give written notice to Sprint of non-renewal on or before the date which is one hundred eighty (180) days prior to the end of the Initial Term or the applicable Renewal Term, as the case may be (such notice under either (a) or (b), a “Nonrenewal Notice”). The parties agree that a Nonrenewal Notice may not be given under either (a) or (b) above before eighteen (18) months prior to the end of the Initial Term or applicable Renewal Term, as the case may be. Rates to be charged during a Renewal Term will be at the base rates identical to those in effect as of the last year of the Initial Term unless otherwise agreed to by the parties.

3.3 Phase-Out Period. Upon a party sending a Nonrenewal Notice pursuant to Section 3.2, or a notice of termination of this Agreement pursuant to Section 14.1 or 16.3.6 (each a “Termination Notice”), the Alliances shall continue to provide the PCS/LTE Services to Sprint on the terms provided for in this Agreement, for up to thirty (30) months as provided in this Section 3.3 (the “Phase-Out Period”), subject to the following additional terms and conditions:

(a) In the case of Nonrenewal Notice, any Phase-Out Period will commence at the conclusion of the Initial Term or the applicable Renewal Term during which the Nonrenewal Notice was sent by one party to the other and, once commenced, the Phase-Out Period will continue until the earlier of eighteen (18) months from its commencement or such earlier date specified by Sprint, subject to sixty (60) days advance written notice of Sprint’s termination of the Phase-Out Period after such Phase-Out Period has commenced;

(b) In the case of a Termination Notice that:

(i) Is given by Sprint pursuant to Section 14.1 based upon an Event of Default by the Alliances, any Phase-Out Period will commence on the day following the termination date provided for by the applicable section and, once commenced, the Phase-Out Period will continue until the earlier of thirty (30) months from its commencement or such earlier date specified by Sprint, subject to sixty (60) days advance written notice of Sprint’s termination of the Phase-Out Period after such Phase-Out Period has commenced; or,

(ii) Is given by the Alliances pursuant to Section 14.1 based upon an Event of Default by Sprint, any Phase-Out Period will commence on the day following the termination date provided for by the applicable section and, once commenced, the Phase-Out Period will continue until the earlier of six (6) months from its commencement or such earlier date specified by Sprint, subject to sixty (60) days advance written notice of Sprint’s termination of the Phase-Out Period after such Phase-Out Period has commenced;

(c) In the case of a Termination Notice given pursuant to Section 16.3.6, any Phase-Out Period will commence on the day following the termination date provided for by the applicable section and, once commenced, the Phase-Out Period will continue until the earlier of thirty (30) months from its commencement or such earlier date specified by Sprint, subject to

sixty (60) days advance written notice of Sprint's termination of the Phase-Out Period after such Phase-Out Period has commenced;

(d) During a Phase-Out Period, Sprint shall pay the Alliances for the PCS/LTE Services provided by the Alliances during such Phase-Out Period at the rates specified in Schedule 2, as in effect as of January 1 of the last calendar year of the terminated term; and

(e) Following the giving of a Nonrenewal Notice or Termination Notice by either party in accordance with the terms of this Agreement, the Alliances shall be under no obligation to incur a capital expenditure in an amount greater than Five Thousand Dollars (\$5,000) to either, in each case, i) implement any Updated Core Features in the Markets under Section 7.2.2 or ii) complete any remaining build-out requirements, if any, under Section 7.6.2. Upon Sprint's request, the Alliances will implement an Updated Core Feature implementation under Section 7.2.2 or build-out completion requirement under Section 7.6.2, *provided that* Sprint pay those amounts that the Alliances would otherwise incur in excess of Five Thousand Dollars (\$5,000) to accomplish such implementation or build-out requirement.

4. Representations, Warranties and Covenants

4.1 Representations and Warranties of the Alliances and NTELOS

Each of WV Alliance, VA Alliance, and NTELOS makes to the Sprint Entities the following representations and warranties as to itself as of the Effective Date:

4.1.1 Organization; Standing and Power

Each of WV Alliance and VA Alliance is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has the requisite limited liability company power and authority to carry on its business as now being conducted and NTELOS is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has the corporate power and authority to carry on its business as now being conducted, respectively. Each of WV Alliance, VA Alliance, and NTELOS is duly qualified to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary, other than in such jurisdictions where the failure to be so qualified to do business or in good standing (individually, or in the aggregate) would not have a material adverse effect on WV Alliance and its subsidiaries, taken as a whole, VA Alliance and its subsidiaries, taken as a whole, or on NTELOS and its subsidiaries, taken as a whole.

4.1.2 Authority

The execution, delivery and performance of this Agreement and of all of the other documents and instruments required hereby by each of WV Alliance, VA Alliance, and NTELOS are within the limited liability company power of WV Alliance and VA Alliance and the corporate power of NTELOS, respectively. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and no other action on the part of each of WV Alliance, VA Alliance, and NTELOS is necessary to authorize this Agreement or to consummate the transactions contemplated herein. This Agreement and all other documents and instruments required to be executed and delivered by

each of WV Alliance, VA Alliance, and NTELOS hereby have been or will be duly and validly executed and delivered by each of WV Alliance, VA Alliance, and NTELOS, and constitute or will constitute valid and binding agreements of each of WV Alliance, VA Alliance, and NTELOS, enforceable against each of WV Alliance, VA Alliance, and NTELOS in accordance with their terms, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

4.1.3 No Violations

Neither the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated hereby by each of WV Alliance, VA Alliance, and NTELOS will (a) conflict with or result in any breach of any provision of the articles of organization or operating agreement of each of WV Alliance and VA Alliance or the articles of incorporation or bylaws of NTELOS, (b) subject to receipt of regulatory and other third-party consents (which each of WV Alliance, VA Alliance, and NTELOS has no reason to believe will not be readily available), result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, contract or other instrument or obligation binding upon each of WV Alliance, VA Alliance, and NTELOS, or (c) violate any order, writ, injunction, decree or law in effect as of the date of this Agreement and applicable to each of WV Alliance, VA Alliance, and NTELOS, or any of its properties or assets.

4.1.4 Compliance with Agreement

NTELOS represents and warrants that each of WV Alliance and VA Alliance will comply with all terms and conditions set forth in this Agreement.

4.2 Representations, Warranties and Covenants of the Sprint Entities

Each of Sprint and the Designated Affiliates makes to the Alliances and NTELOS the following representations and warranties as to itself as of the Effective Date:

4.2.1 Organization; Standing and Power

Sprint is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite limited partnership power and authority to carry on its business as now being conducted and each Designated Affiliate is a business entity duly organized, validly existing and in good standing under the laws of its organization or formation, as applicable, and has the requisite power and authority to carry on its business as now being conducted. Each Sprint Entity is duly qualified to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary, other than in such jurisdictions where the failure to be so qualified to do business or in good standing (individually, or in the aggregate) would not have a material adverse effect on Sprint and its subsidiaries, taken as a whole, or any Designated Affiliate and its respective subsidiaries, taken as a whole.

As of the Effective Date and throughout the U.S. (including the Markets), (i) the Designated Affiliates are the only Affiliates of the Sprint Corporation that maintain or operate a domestic CDMA network and/or LTE network, and (ii) Sprint Solutions, Inc. and the Designated Affiliates are the only Affiliates of the Sprint Corporation that currently contract directly with Sprint Customers in connection with the provision of PCS/LTE Services (except that Sprint may contract indirectly with Sprint Customers who are end-user customers through Sprint Network Managers or resellers of Sprint) (the business involved in clauses (i) and (ii), the “PCS/LTE Business”).

4.2.2 Authority

The execution, delivery and performance of this Agreement and of all of the other documents and instruments required hereby by each of Sprint and the Designated Affiliates are within the limited partnership power of Sprint and the corporate, limited liability or limited partnership power, as applicable, of each Designated Affiliate, respectively. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and no other corporate or other action on the part of any Sprint Entity is necessary to authorize this Agreement or to consummate the transactions contemplated herein. This Agreement and all other documents and instruments required to be executed and delivered by each Sprint Entity hereby have been or will be duly and validly executed and delivered by each Sprint Entity, and constitute or will constitute valid and binding agreements of each Sprint Entity, enforceable against each Sprint Entity in accordance with their terms, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors’ rights generally and except as enforceability may be subject to general principles of equity.

4.2.3 No Violations

Neither the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated hereby by Sprint or any Designated Affiliate will (a) conflict with or result in any breach of any provision of the partnership agreement of Sprint or the organizational documents of any Designated Affiliate, (b) subject to receipt of regulatory and other third-party consents (which each of Sprint and the Designated Affiliates has no reason to believe will not be readily available), result in a violation or breach of, or constitute (with or

without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, contract or other instrument or obligation binding upon each of Sprint and the Designated Affiliates, or (c) violate any order, writ, injunction, decree or law in effect as of the date of this Agreement and applicable to each of Sprint and the Designated Affiliates, or any of its properties or assets.

4.2.4 Compliance with Agreement

Sprint represents and warrants that each of Sprint and the Designated Affiliates will comply with all terms and conditions set forth in this Agreement.

4.2.5 Covenants of Sprint

In the event that any other Affiliate of the Sprint Corporation (other than the Sprint Entities) becomes involved in the PCS/LTE Business, whether through reorganization of Sprint, the Sprint Corporation, or an Affiliate of Sprint or the Sprint Corporation (the "Reorganized Sprint Affiliate") or acquisition of another entity by Sprint, the Sprint Corporation, or an Affiliate of Sprint or the Sprint Corporation (the "Newly Acquired Sprint Affiliate"), Sprint shall ensure and shall cause its Affiliates to ensure that:

(i) such Reorganized Sprint Affiliate (subject to the provisions in clause (ii)) and Newly Acquired Sprint Affiliate (subject to the provisions in clause (iii)) shall be made a party to this Agreement,

(ii) all PCS/LTE Services customers of such Reorganized Sprint Affiliate shall be deemed to be Sprint Customers covered by the terms and conditions of this Agreement, and

(iii) all PCS/LTE Services customers of such Newly Acquired Sprint Affiliate shall be deemed to be Sprint Customers, *provided* that in the case of such customers referred to in this clause (iii) (including subsequent, new growth acquired customers of such Newly Acquired Sprint Affiliates), such PCS/LTE Services customers of such Newly Acquired Sprint Affiliate shall not be deemed to be Sprint Customers if:

(x) they are acquired and maintained under the brand of the entity or entities acquired by Sprint and

(I) Sprint causes those postpaid, prepaid and MVNO customers of such Newly Acquired Sprint Affiliate that have handsets or other devices with local telephone numbers outside of the Markets (based on NPA-NXX codes) to be programmed (or as necessary reprogrammed) to prefer the Alliances Network over any other wireless network, including the Newly Acquired Sprint Affiliate's wireless network, except 1) where, even though the newly acquired network is a CDMA network, it is not reasonably technologically possible to prefer roaming on the Alliances Network over the newly acquired network (i.e., an inability to deliver unique PRLs to enable such differentiation; in which case the Alliances network will be identified as the first wireless network to be acquired in the Markets after the wireless network of the Newly Acquired Sprint Affiliate in the

Markets), or 2) where such use of the Alliances Network is not possible due to technological incompatibility (e.g., GSM, HSPA, etc.); or,

(II) Sprint causes those postpaid, prepaid and MVNO customers of such Newly Acquired Sprint Affiliate that have handsets or other devices with local telephone numbers inside of the Markets (based on NPA-NXX codes) to be programmed (or as necessary reprogrammed) to prefer the Alliances Network over any other wireless network, other than the Newly Acquired Sprint Affiliate's wireless network, except where such use of the Alliances Network is not possible due to technological incompatibility; or,

(y) they are acquired and maintained on a network that is technologically incompatible with the Alliances Network.

With respect to the PCS/LTE Services network of any Newly Acquired Sprint Affiliate existing as of the closing date of the acquisition and located within the Markets, such network may be maintained and used by Sprint or such Newly Acquired Sprint Affiliate to provide PCS/LTE Services and other non-PCS/LTE Services to the Newly Acquired Sprint Affiliate customers. When and to the extent that the Newly Acquired Sprint Affiliate network is technologically compatible with the Alliances Network, the continued use of such network by Sprint or such Newly Acquired Sprint Affiliate will remain subject to the foregoing requirements of clause (x) above. For the avoidance of doubt, the Sprint Entities shall not be permitted to migrate any Sprint Customers to the network of a Newly Acquired Sprint Affiliate in the Markets, or otherwise serve a Sprint Customer in the Markets except in the case of roaming when there is a lack of coverage by the Alliances Network.

5. Scope of PCS/LTE Services; Handset Handling; MIN Administration; Billing; Forecasts

5.1 PCS/LTE Services

During the term of this Agreement, the Alliances agree to provide to Sprint the PCS/LTE Services in the Markets.

5.2 Sprint Handset, Device and Accessory Handling Services

The Sprint Entities will be responsible for making their own arrangements (a) to purchase handsets, devices and accessories for resale, from manufacturers selected by the Sprint Entities and (b) for the delivery of those handsets, devices and accessories directly to the Sprint Entities.

5.3 MIN Range Administration

Unless the parties otherwise agree, the Sprint Entities will be responsible for the administration of their own MIN ranges and unique customer MDN's and ESN's for each Market, and the Alliances will route and bill Sprint for PCS/LTE Services accordingly. The parties agree to work together in good faith to coordinate MIN range administration, including sufficient advance notice necessary to implement the terms of this Section 5.3.

5.4 Call Detail Records

The Alliances will provide Sprint with electronic call detail records on a near real time basis ("Electronic Billing"). Sprint shall provide for network facilities to transport call detail records to support Electronic Billing and is responsible for providing systems and capacity to receive all available call detail records. Electronic call detail records will be provided in native format. For purposes of this Agreement, the term "near real time basis" means the period of time in which the Alliances can read their own call detail records for the Alliances' Customers. With respect to payment for defective call detail records, Sprint may, in addition to any other rights and remedies available to Sprint, dispute such payments under the procedures set forth in Section 6.3. Additionally, Sprint will have no responsibility for paying invoices for PCS/LTE Services to the extent that the Alliances do not forward the applicable call detail records for Sprint Customers from Alliances' switches to the Alliances' platform within ten (10) days after the occurrence of such call(s).

5.5 Subscriber Information / Network Discussions

Sprint will provide the Alliances current subscriber information for each of the Markets as required by Schedule 2. In addition, for network planning purposes, the parties shall endeavor to meet quarterly to discuss Sprint's national trends in terms of subscriber and usage growth.

5.6 Intercarrier Roaming Service Agreement.

The parties are, contemporaneous with the execution of this Agreement, also entering into an updated IRSA covering PCS Services and LTE Services.

6. Prices and Terms of Payment

6.1 Payment of Charges

6.1.1 Beginning on the Effective Date, Sprint shall be liable and will pay the Alliances for usage charges associated with the use of PCS/LTE Services by Sprint Customers as determined in accordance with Schedule 2.

6.1.2 Disputed charges are governed by the procedures set forth in Section 6.3 below.

6.1.3 All prices and charges stated in this Agreement are in U.S. dollars. All usage charges shall be billed according to the billing methodology set forth on Schedule 3.

6.2 Invoices

For usage charges associated with the use of the PCS/LTE Services by Sprint Customers as set forth in Section 6.1 and Schedule 2 during the period from the first day through the last day of each calendar month, the Alliances will provide Sprint invoices on a semi-monthly basis on or about the sixteenth day of such calendar month and the first day of the next calendar month, all as set forth on Schedule 2. Sprint will be liable to the Alliances for those undisputed charges and will pay them in accordance with the provisions of this Section 6. Payment for each invoice is due within twenty (25) days of receipt of invoice by Sprint. Interest, at a daily interest rate equal to .0491%, compounded monthly, shall begin to accrue on undisputed payment amounts due which are not made by the due date.

6.3 Disputed Charges

6.3.1 General

Sprint may elect to withhold payment of any properly disputed portion of any invoice until the dispute is resolved as set forth in this Section 6.3. Sprint must pay the undisputed amount of any invoice in a timely manner as provided in Section 6.2. Upon resolution of any dispute, payment of any disputed and withheld amount by Sprint that is determined to be due and owing (including interest, at a daily interest rate equal to .0491%, compounded monthly) is due and payable within ten (10) days following resolution of the dispute as provided in this Section 6.3.

6.3.2 Fraud

Sprint shall use its own capabilities for the purposes of Fraud analysis. Sprint shall not be responsible for the payment of charges based on Fraud, when such charges originate one (1) business day after the Alliances have received written notice from Sprint that Sprint has discovered such Fraud but only if the Alliances are in control of the reasonable means to prevent such Fraud from occurring. In the event the Alliances discover Fraud, they shall promptly notify Sprint. In the event the Alliances discover Fraud, nothing herein shall prevent the Alliances from taking prompt action (without prior notice to Sprint) that is reasonably necessary to prevent such Fraud; *provided, that*, nothing contained herein shall impose any obligations on the Alliances to take any action with respect to Fraud. Sprint shall indemnify and hold the Alliances harmless from any and all costs, expenses, damages, claims, losses or actions arising from Fraud to the extent the party claiming the Fraud is (or had been at the time of the alleged Fraud) a Sprint Customer.

6.3.3 Billing Errors Discovered Before Payment

If Sprint intends not to pay all or part of an invoice as a result of Sprint's reasonable belief that a Billing Error exists, Sprint will, prior to the due date of such invoice,

provide to the Alliances written notice of any Billing Error, together with a detailed explanation of the nature and amount of the Billing Error and all applicable call detail records upon which such Billing Error is based. The Alliances will respond to Sprint in writing with regard to the Billing Error within ten (10) business days after receipt of Sprint's notice of a Billing Error and credit Sprint's account within the later of (i) ten (10) business days after receipt of Sprint's notice of a Billing Error or (ii) the next invoice date if the Alliances agree that such resolution is appropriate. If the parties mutually agree that such charges are correct, Sprint shall pay any disputed and withheld amount, including interest, as provided for in Section 6.3.1. If the parties are unable to resolve any such disputes within thirty (30) days of the date of the Alliances' response, either party may initiate the dispute resolution process set forth in Section 17.14.

6.3.4 Billing Errors Discovered After Payment

Following payment of an invoice, if a party discovers that a Billing Error has occurred, the party will provide notice of such Billing Error, together with the applicable call detail records and the amount of the Billing Error, to the other party as soon as practical upon detection. After receiving notice of a Billing Error, the other party will respond in writing to the party detecting the Billing Error within ten (10) business days after receipt of the Billing Error notice. Upon resolution, payment of amounts that are determined to be due and owing as a result of such Billing Error (exclusive of any interest charges reflecting the time value of the Billing Error) will be due and payable within twenty-five (25) days following resolution. If payment is not made within such twenty-five (25) day period, the amount due will be adjusted to include interest from the original invoice date at a daily interest rate equal to .0491%, compounded monthly. No corrections or adjustments for Billing Errors discovered after payment will be made unless the discovering party sends written notice of a Billing Error to, and such notice is received by, the other party within three hundred sixty five (365) days of the invoice date of any invoice subject to a purported Billing Error. If the parties are unable to resolve Billing Errors within sixty (60) days of the date of response by the party receiving the Billing Error notice, either party may initiate the dispute resolution process set forth in Section 17.14.

6.4 Taxes and Other Levies by Governmental Authorities

6.4.1 Taxes

The rates and charges set forth in this Agreement do not include sales or similar taxes imposed on the PCS/LTE Services provided by the Alliances to Sprint. Sprint shall provide the Alliances with copies of all applicable tax exemption certificates. The Alliances shall not be responsible for the remittance of any taxes, fees and other charges of Governmental Authorities relating to the use of the Alliances Network for PCS/LTE Services by Sprint Customers for PCS/LTE Services.

6.4.2 Other Levies by Governmental Authorities

The Alliances will be solely responsible for the timely and accurate remittance of all taxes, fees and other charges of Governmental Authorities relating to the ownership and operation of the Alliances Network.

6.5 Enhanced 911 Charges

Sprint shall (i) reimburse the Alliances for a pro rata allocated portion of reasonable and documented E-911 costs incurred by the Alliances after the Effective Date related to providing PCS Services to Sprint or Sprint Customers and (ii) subject to commercially reasonable terms, enter into a separate agreement with the vendor supplying the Alliances with E-911 database services, to purchase the required E-911 database services on behalf of Sprint Customers.

7. Rights and Obligations of the Parties

7.1 Sprint's Responsibility and Liability Related to PCS/LTE Services to Sprint Customers

Sprint will be responsible and liable for (i) Sprint Customer credit verification, (ii) billing, (iii) collection, (iv) customer service, (v) all similar support necessary to provide PCS/LTE Services to Sprint Customers and (vi) all risks and expenses related to such services. No Sprint Entity will make any representation, warranty or covenant to any Sprint Customer that would misrepresent or conflict with the terms and conditions of this Agreement.

7.2 Network Requirements

7.2.1 General Requirements

The Alliances warrant that PCS/LTE Services will be of a quality and clarity no worse than PCS/LTE Services provided by the Alliances to Alliances' Customers.

This Section 7.2.1 and the accompanying Schedule 4 attached hereto (collectively, "Network Performance Standards and Requirements") set forth the general, operation, performance specifications and SLAs of the Alliances Network as of the Effective Date as to voice, 1xRTT data and EVDO data. With respect to the performance specifications and SLAs for LTE, the parties will mutually agree to such performance specifications and SLAs in accordance with the process set forth in Schedule 4 and, upon completion of such process within two hundred (200) days of the Effective Date, the parties shall amend this Agreement to include network performance specifications, standards and SLAs for LTE.

With respect to the Trusted Delivery Process requirements described in Schedule 6 hereto, the parties will mutually agree to such requirements in accordance with the process set forth therein and, upon completion of such process within two hundred (200) days of the Effective Date, the parties shall amend this Agreement to include the Trusted Delivery Process requirements.

In the event that the parties are unable, for any reason, to mutually agree to the LTE performance specifications and SLAs and/or the Trusted Delivery Process requirements as contemplated by this Section 7.2.1, either party may, by giving written notice to the other party, have such standards and SLAs and/or such Trusted Delivery Process requirements determined through mandatory arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the decisions (standards and SLAs and/or Trusted Delivery Process requirements) rendered by the arbitrator(s) shall be binding upon the parties and may be enforced in any court having competent jurisdiction.

7.2.2 Network Upgrades Requested by Sprint

The Alliances will at all times during the Term of this Agreement, at its own expense, cause the Alliances Network to provide the core features, technologies and services, as set forth in this Section 7.2.2. The initial core features and services for the Alliances Network that the Alliances must provide are set forth in Schedule 6 (the “Initial Core Features”). The Parties will meet to discuss and agree in good faith upon the process for development and provision of Sprint’s network technology roadmap (the “Sprint Technology Roadmap.”)

Sprint may from time to time notify the Alliances in writing (a “Notice of Updated Core Features”) of new or modified core features, technologies or services relating to PCS Services and/or LTE Services (“Updated Core Features,” and together with the Initial Core Features, the “Core Features”) to be provided by Sprint to Sprint Customers in its markets that are comparable to the Markets (the “Sprint Comparable Markets”) and will so notify the Alliances as soon as reasonably practicable after Sprint determines that any such Updated Core Features will need to be provided, including whether or not intermediate implementation steps may be required given the nature of a particular update. For the purposes of this Section 7.2.2, Schedule 9 identifies the Sprint Comparable Markets. In connection with a Notice of Updated Core Features, Sprint will also provide to the Alliances an estimated schedule for Sprint’s implementation of the Updated Core Features on the Sprint systems in the Sprint Comparable Markets (the “Core Features Build-out Schedule”). Sprint shall notify the Alliances as soon as reasonably practicable if at any time Sprint anticipates that any portion of Sprint’s actual build-out and implementation of the Updated Core Features will not be completed in the time frame set forth in the Core Features Build-out Schedule and shall provide an updated Core Features Build-out Schedule.

With respect to any Updated Core Features included in the Sprint Technology Roadmap that are the subject of any Notice of Updated Core Features, subject to the provisions of Schedule 6, the Alliances and/or NTELOS must cause the Alliances Network to, at the Alliances and/or NTELOS own expense, implement the Updated Core Features within a period of time equal to the greater of (i) six (6) months after Sprint provides a Notice of Updated Core Features, including the Core Features Build-out Schedule, or (b) ninety (90) days after Sprint implements the Updated Core Features for the majority of the collective population covered by Sprint in the Sprint Comparable Markets. With respect to any Updated Core Features not included in the Sprint Technology Roadmap that are the subject of any Notice of Updated Core Features, subject to the provisions of Schedule 6, the Alliances and/or NTELOS must cause the Alliances Network to implement the Updated Core Features within a period of time equal to the greater of (i) one (1) year after Sprint provides a Notice of Updated Core Features, including the Core Features Build-out Schedule, or (b) ninety (90) days after Sprint implements the Updated Core Features for the majority of the collective population covered by Sprint in the Sprint Comparable Markets. Schedule 6 will automatically be amended and restated to include any Updated Core Features when the Alliances implement the Updated Core Features or the date on which the Alliances are required to have implemented the Updated Core Features, whichever occurs first. Any Updated Core Feature that i) the Alliances implement in the Markets pursuant to this Section 7.2.2 and ii) that Sprint generally makes available in the provision of inbound roaming services to third party roaming customers (“Generally Available Roaming Services”) shall be available for use by the Alliances’ customers on the Sprint Entities’ network to the extent the Sprint has implemented such Updated Core Feature on the Sprint Entities’ network.

Upon the Alliances request, the parties will meet and discuss the possibility of implementing a product or feature on the Sprint Entities' network that is not a Generally Available Roaming Service. However, absent mutual agreement of the parties, Sprint has no obligation to implement for use by the Alliances' customers any product or service on the Sprint Entities network that is not a Generally Available Roaming Service.

7.2.3 Absence of Coverage

If, at any time during the term of this Agreement, Sprint desires to have geographic or in building coverage within a Market served by the Alliances Network, where geographic or in building coverage does not already exist or is so inadequate as to be reasonably identifiable as the source of customer complaints, Sprint shall provide the Alliances with a written request to expand the coverage area of the Alliances Network within a Market. If, within sixty (60) days of receipt of such written notice, the Alliances do not provide Sprint with a written commitment to develop such coverage within a reasonable period of time, or if the Alliances do not develop such coverage within such reasonable period of time, Sprint shall have the right, at its own expense or at the expense of a third-party acting on Sprint's behalf under a build-out agreement with Sprint (including, for purposes of clarity, a Strategic Roaming Alliance partner of Sprint), to construct its own cell sites (e.g., including but not limited to macro-sites, femtocells or other small cell devices, hereinafter "cell-site(s)"), or to take other action to provide such coverage, without breaching this Agreement or incurring liability to the Alliances. If, pursuant to this Section 7.2.3, Sprint constructs its own cell sites or takes such other action to provide coverage, (a) Sprint (or a party on Sprint's behalf), at Sprint's cost, will have the right to connect such sites or other construction to the Alliances Network and platforms, (b) the Alliances will coordinate with Sprint, at Sprint's request, for the seamless operation and connectivity of the new cell sites with the Alliances Network, and (c) the Alliances shall have the right to use such new cell sites to provide geographic coverage to Alliances' Customers for which the Alliances will pay Sprint the Travel rates provided in Schedule 2.

7.2.4 Modifications

Subject to the Alliances' compliance with the Network Specifications, the Alliances may, in their reasonable discretion, change or update the Facilities or the Alliances' operations, equipment, software, procedures or services in a commercially reasonable manner; *provided, that*, such changes or updates shall not unreasonably interrupt, suspend, delay or adversely change the quality or functionality of the PCS/LTE Services. The Alliances must give Sprint at least three (3) days prior written notice of the implementation of such planned changes or updates; *provided, that*, the Alliances shall not be required to provide such notice in the event of a change or update made in an emergency situation. In administering such changes or updates, the Alliances shall not knowingly or negligently interrupt, suspend, delay or adversely change the quality or functionality of the PCS/LTE Services in any material adverse manner.

7.2.5 The Alliances' Reports to Sprint

The Alliances will provide Sprint with real time "read-only" access to performance data for elements of the Alliances Network which are to be used by Sprint. Such performance data shall be sufficient in scope and detail to establish compliance with the Network Specifications. In addition, the Alliances will provide an updated Format C Report (containing a

spreadsheet detailing specific cell site information, as mutually agreed by the Alliances and Sprint, for each cell site and repeater site within the Markets) by the fifteenth (15th) day of each month to Sprint by means of electronic mail.

7.2.6 Network Upgrades Required By Governmental Authorities

If the Alliances are required to incur increased capital or operating costs as a result of compliance with any future network obligation(s) mandated by a Governmental Authority that is directly related to the use of the Alliances Network by Sprint Customers, then Sprint will reimburse the Alliances for the Alliances' reasonably incurred and documented incremental increased capital and operating costs to comply with such mandate. For the avoidance of doubt, Sprint shall not be responsible for paying any such costs that would be incurred or payable by the Alliances in the absence of any Sprint Customer traffic on the Alliances Network.

7.3 Exclusive Provider; Overbuilds

7.3.1 PCS/LTE Services

Subject to the exceptions identified below in this Section 7.3.1, beginning with the Effective Date of this Agreement and continuing until the end of either the Initial Term or the last Renewal Term (the "Exclusivity Period"), the Alliances shall be the exclusive provider of PCS/LTE Services to Sprint Customers within the Markets.

During the Exclusivity Period, the Sprint Entities shall not, and shall cause each of its Affiliates not to, either directly or indirectly, contract for, launch or finance any wireless communications network that provides PCS/LTE Services within the Markets. Following the end of the Exclusivity Period and continuing during any Phase-Out Period, the Sprint Entities shall have the continuing obligation to cause all Sprint Customer devices to be programmed to prefer the Alliances Network over any other network except any wireless network built by or on behalf of the Sprint Entities in the Markets during the Overbuild Period. For purposes of this Agreement, the "*Overbuild Period*" shall be the final eighteen (18) months of the Exclusivity Period, except to the extent an Overbuild Period and Phase-Out period are (i) the thirty (30) month period prescribed by Section 3.3(b)(i) or 3.3(c), as applicable, or (ii) the six (6) month period prescribed by Section 3.3(b)(ii).

Further, beginning with the Effective Date of this Agreement and continuing until the commencement of the Overbuild Period, the Sprint Entities shall not, and shall cause each of its Affiliates not to, either directly or indirectly, commence construction of, or contract for or finance the construction of, any wireless communications network that provides PCS/LTE Services within the Markets. For the avoidance of doubt, during the Exclusivity Period, the Sprint Entities shall not be permitted to transition Sprint Customers from the Alliances Network to any wireless network built by the Sprint Entities, directly or indirectly, in the Markets during the Overbuild Period.

For the avoidance of doubt, as of the commencement of the Overbuild Period, the Sprint Entities or any of their Affiliates, are authorized to commence construction of, contract for, or finance any wireless communications network that provides PCS/LTE Services within the Markets. Further, following the commencement of any Phase-Out Period defined in

Section 3.3, the Sprint Entities are authorized to transition Sprint Customers from the Alliances Network to any PCS/LTE wireless network that the Sprint Entities or any of its Affiliates have, directly or indirectly, contracted for, launched, financed or built within the Markets in accordance with the terms of this Agreement.

Notwithstanding the foregoing, nothing in this Section 7.3.1 shall be deemed to prohibit the Sprint Entities or any of its Affiliates from, directly or indirectly, taking the following actions within the Markets at any time during this Agreement:

(a) Roaming on third-party network systems that may occur in the ordinary course because of lack of geographic or in building coverage from the Alliances Network;

(b) Providing non-PCS/LTE Services to Sprint Customers, except to the extent future non-PCS/LTE Services may be added to this Agreement;

(c) Constructing or operating cell sites in a situation where there is an absence of geographic or in building coverage as provided for in Section 7.2.3 of this Agreement; or

(d) Acquiring, being acquired by, merging with or otherwise combining with a Person or Persons that is already providing PCS Services or LTE Services in the Markets, subject to the requirements of this Agreement relating thereto.

7.3.2 Non-PCS/LTE Services

Each party reserves all rights to build and maintain a network, and provides services using such network, to the extent such services are non-PCS/LTE Services.

7.4 Spectrum

The Alliances shall make available for the PCS/LTE Services to be provided under this Agreement the FCC License Spectrum identified on Schedule 1A to this Agreement (the “NTELOS Applicable Licenses”).

Sprint represents that it, or its Affiliate, is either the holder or the spectrum lessee of the FCC License Spectrum in the Markets identified on Schedule 1B (each, a “Sprint Applicable License” and collectively, the “Sprint Applicable Licenses”). Sprint shall lease during the term of this Agreement all of its and any Affiliate’s spectrum on the Sprint Applicable Licenses in the Markets to NTELOS: 800 MHz, 1900 MHz, 2500 MHz BRS, and, except as otherwise provided in Section 8.3, any future acquired spectrum bands in the Markets (if utilized to provide PCS/LTE Services) subject to long term de facto spectrum lease agreements, and will sublease 2500 EBS spectrum band subject to a long term de facto spectrum sublease agreement, conditioned however, on Sprint’s ability to obtain sublease consent from the respective 2500 EBS Spectrum licensees (collectively, the “Sprint Spectrum Leases”). The parties are, contemporaneous with the execution of this Agreement, entering into the Sprint Spectrum Leases. Except spectrum acquired in future auction as provided in Section 8.3, any future leases shall be upon substantially the same terms as the Sprint Spectrum Leases being executed contemporaneously with the execution of this Agreement. The parties will work together to

determine how and under what terms any future acquired spectrum acquired under section 8.3 in the Market (if utilized to provide PCS/LTE Services) will be added to the Sprint Spectrum Leases.

The parties acknowledge that the Sprint Spectrum Leases relating to the 2500 EBS spectrum (the “EBS Leases”) have not been fully reviewed, and agree to defer entering into any EBS subleases until the review is reasonably complete. The parties agree to use commercially reasonable efforts to complete review of the EBS Leases expeditiously and, in any event within fifty (50) days of the Effective Date in order to determine those EBS Leases for which master lessor consent is not required, or if required may be readily obtained; and those EBS Leases for which there will be no material obligations imposed on the Alliances as sublessee. As to all such EBS Leases, the Parties will enter into the EBS subleases using the form previously agreed by the parties. The parties further agree that as to any Market in which sufficient EBS channels are not available for sublease in order to provide the Alliances with the requisite MHz of lease spectrum under all Leases (taken together with the 2500 MHz BRS spectrum licenses of Sprint and the available 2500 MHz BRS spectrum of the Alliances), to meet the build requirements for the 2500 MHz spectrum, as contemplated by Schedule 7, the build out obligations imposed on the Alliances under Schedule 7 with respect to such spectrum shall be suspended, and the parties will meet to negotiate in good faith to either modify those obligations to accommodate the spectrum actually available to the Alliances or to provide alternative spectrum in place of spectrum relating to the defective EBS Lease. If the parties are unable to negotiate a reasonable alternative, then the build out requirements shall be amended to relieve the Alliances of the obligations that were previously suspended hereunder.

7.5 Representatives

As the “single point of contact” with respect to the monitoring and administration of this Agreement, each of the Alliances and Sprint agree to appoint one individual who shall have, as one of his or her primary functions, the responsibility for the administration of this Agreement. The initial appointees are set forth on Schedule 5.

7.6 EVDO Deployment Acknowledgement; PCS/LTE Deployment

7.6.1 The Sprint Entities acknowledge that the EVDO Deployment set forth on the Prior Resale Agreement has been completed.

7.6.2 Except as expressly provided otherwise in this Agreement, the Alliances agree to implement PCS/LTE in the Alliances Network in the Markets in accordance with Schedule 7.

7.6.3 As a result of the proposed network upgrade contemplated by this Agreement the Alliances may have an opportunity (but shall not be obligated) to re-deploy existing EVDO-supported site electronics to areas where the Alliances currently do not provide such EVDO coverage. In the event that the Alliances re-deploy such existing site electronics to create new sites in geographic areas of the Market that previously lacked coverage as of the Effective Date (“Re-Deployed Sites”), the Alliances shall have no obligation to deploy LTE Services to such Re-Deployed Sites. For the sake of clarity, such sites will be considered

EVDO-based sites that Sprint Customers can access, subject to the same terms and conditions of this Agreement as applied to all other EVDO-based sites.

7.7 Software Deployment Process

The Alliances agree to deploy the generally available software release in accordance with the requirements described in Schedule 6 hereto.

8. Licenses

8.1 General

The Alliances represent that they are the holders of the NTELOS Applicable Licenses. During the term of this Agreement, each of the Alliances agrees that it will comply in all material respects with all FCC rules and regulations regarding an NTELOS Applicable License and will use its reasonable best efforts to maintain such NTELOS Applicable License and to refrain from any action or inaction which may result in the revocation or other loss of such NTELOS Applicable License. The Alliances will provide Sprint with any and all notices from the FCC which could materially affect the Alliances' ownership of the NTELOS Applicable Licenses, the provision of PCS/LTE Services to Sprint or the Alliances' performance of any other material covenant or obligation in this Agreement. Each of the Alliances represents and warrants as to itself that each of the NTELOS Applicable Licenses are in full force and effect and are not subject to any petition to deny or petition for reconsideration and that no other party holds any interest of any nature with regard to such Licenses, other than security interests held by senior secured lenders to the Alliances and/or NTELOS or by the FCC or its agents. Sprint agrees to use commercially reasonable efforts not to take any action that would jeopardize the Alliances', or another License holder's, ability to hold the NTELOS Applicable Licenses, without penalty.

Sprint represents that it, or its Affiliate, is either the holder or the spectrum lessee of the Sprint Applicable Licenses. During the term of this Agreement, Sprint agrees that it will comply in all material respects with all FCC rules and regulations regarding a Sprint Applicable License and will use its reasonable best efforts to maintain such Sprint Applicable License and to refrain from any action or inaction which may result in the revocation or other loss of such Sprint Applicable License. Sprint will provide the Alliances with any and all notices from the FCC which could materially affect Sprint's ownership of the Sprint Applicable Licenses, the ability of the Alliances to provide PCS/LTE Services to Sprint or the Alliances' or Sprint's performance of any other material covenant or obligation in this Agreement. Sprint represents and warrants that each of the Sprint Applicable Licenses are in full force and effect and are not subject to any petition to deny or petition for reconsideration and that no other party holds any interest of any nature with regard to such Licenses, other than security interests held by senior secured lenders to Sprint or by the FCC or its agents. NTELOS agrees to use commercially reasonable efforts not to take any action that would jeopardize the Sprint's, or another License holder's, ability to hold the Sprint Applicable Licenses, without penalty.

8.2 Renewals

The Alliances agree that they will use their reasonable best efforts to obtain renewals of the NTELOS Applicable Licenses throughout the term of this Agreement and,

specifically, will file all required applications for renewal and will diligently and promptly pursue such renewal applications unless the Alliances reasonably determine that the FCC has imposed such burdens upon the renewal of the NTELOS Applicable Licenses that it is not commercially reasonable to renew such NTELOS Applicable Licenses. In the event the Alliances determine that it is not commercially reasonable to renew such NTELOS Applicable Licenses, the Alliances shall give Sprint written notice of such determination no later than one hundred fifty (150) days prior to the expiration of the term of such NTELOS Applicable Licenses (or any renewal term). In the event the Alliances give a non-renewal notice pursuant to this Section 8.2 and do not withdraw such notice as provided below, Sprint may, at its option, give written notice, no later than sixty (60) days prior to the expiration of such NTELOS Applicable Licenses, to the Alliances that the Alliances must file an application for FCC approval to transfer such NTELOS Applicable Licenses from the Alliances to Sprint or one of its Affiliates and that the Alliances must reasonably cooperate with Sprint to pursue the transfer and renewal of such NTELOS Applicable Licenses. To the extent permitted by law, the parties will use their reasonable efforts to avoid the public disclosure of such filing. Sprint agrees to promptly reimburse the Alliances for the reasonable legal and other costs associated with the development, filing and prosecution of such application and the cooperation in pursuing the renewal. If the FCC approves such application for transfer, then, upon Sprint's request, the Alliances will transfer such NTELOS Applicable Licenses (for no consideration) to Sprint or its Affiliate prior to the NTELOS Applicable License expiration, and Sprint shall be responsible for any renewal fees required by the FCC. Notwithstanding the foregoing, in the event the Alliances shall have determined to assign this Agreement, in accordance with the provisions of Section 16.2, with respect to a Market for which there is a NTELOS Applicable License with respect to which a notice of non-renewal under this Section 8.2 has been given by the Alliances to Sprint, the Alliances shall have the right to withdraw such notice and pursue the transfer of such NTELOS Applicable License to the proposed assignee. To exercise such right to withdraw a previously-give withdrawal notice, the Alliances must give written notice to Sprint prior to the fifty-ninth (59th) day before the expiration of the NTELOS Applicable License, and the Alliances must provide Sprint with satisfactory assurances that the transfer of such NTELOS Applicable License is reasonably likely to be approved by the FCC with the result that Sprint would not experience an interruption of service in such Market. Further, in the event that (a) the Alliances withdraw a notice of non-renewal under this Section 8.2 (as provided above) and (b) the Alliances receive a bona-fide offer to purchase such NTELOS Applicable Licenses from a third-party, the Alliances will deliver the material terms of such offer to Sprint, and Sprint will have the right to purchase such NTELOS Applicable Licenses, for the price and on the terms and conditions set forth in the offer. Sprint may exercise such right to purchase such NTELOS Applicable Licenses by giving written notice to the Alliances within ten (10) business days of Sprint's receipt of such offer.

Sprint agrees that it will use its reasonable best efforts to obtain renewals of the Sprint Applicable Licenses throughout the term of this Agreement and, specifically, will file all required applications for renewal and will diligently and promptly pursue such renewal applications unless Sprint reasonably determines that the FCC has imposed such burdens upon the renewal of the Sprint Applicable Licenses that it is not commercially reasonable to renew such Sprint Applicable Licenses. In the event Sprint determines that it is not commercially reasonable to renew such Sprint Applicable Licenses, Sprint shall give NTELOS and the Alliances written notice of such determination no later than one hundred fifty (150) days prior to the expiration of the term of such Sprint Applicable Licenses (or any renewal term). In the event

Sprint gives a non-renewal notice pursuant to this Section 8.2 and does not withdraw such notice as provided below, NTELOS and/or any of the Alliances may, at its option, give written notice, no later than sixty (60) days prior to the expiration of such Sprint Applicable Licenses, to Sprint that Sprint must file an application for FCC approval to transfer such Sprint Applicable Licenses from the Sprint to NTELOS and/or any of the Alliances or any of their Affiliates and that the Sprint must reasonably cooperate with NTELOS and/or any of the Alliances to pursue the transfer and renewal of such Sprint Applicable Licenses. To the extent permitted by law, the parties will use their reasonable efforts to avoid the public disclosure of such filing. NTELOS and the Alliances each agree to promptly reimburse Sprint for the reasonable legal and other costs associated with the development, filing and prosecution of such application and the cooperation in pursuing the renewal. If the FCC approves such application for transfer, then, upon NTELOS's or any Alliance's request, Sprint will transfer such Sprint Applicable Licenses (for no consideration) to NTELOS and/or any Alliance or any of their Affiliates prior to the Sprint Applicable License expiration, and NTELOS and the Alliances shall be responsible for any renewal fees required by the FCC. Notwithstanding the foregoing, in the event Sprint shall have determined to assign this Agreement, in accordance with the provisions of Section 16.1, with respect to a Market for which there is a Sprint Applicable License with respect to which a notice of non-renewal under this Section 8.2 has been given by Sprint to the Alliances, Sprint shall have the right to withdraw such notice and pursue the transfer of such Sprint Applicable License to the proposed assignee. To exercise such right to withdraw a previously-given withdrawal notice, Sprint must give written notice to the Alliances prior to the fifty-ninth (59th) day before the expiration of the Sprint Applicable License, and Sprint must provide the Alliances with satisfactory assurances that the transfer of such Sprint Applicable License is reasonably likely to be approved by the FCC with the result that the Alliances would not experience an interruption in the use of the spectrum covered by such Sprint Applicable License in such Market. Further, in the event that (a) Sprint withdraws a notice of non-renewal under this Section 8.2 (as provided above) and (b) Sprint receive a bona-fide offer to purchase such Sprint Applicable Licenses from a third-party, Sprint will deliver the material terms of such offer to NTELOS and the Alliances, and NTELOS and/or the Alliances will have the right to purchase such Sprint Applicable Licenses, for the price and on the terms and conditions set forth in the offer. NTELOS and/or the Alliances may exercise such right to purchase such Sprint Applicable Licenses by giving written notice to Sprint within ten (10) business days of their receipt of such offer from Sprint.

8.3 Future Spectrum Acquired Through Auction

In the event that both parties intend to submit a "short-form application" to participate in the same spectrum auction for licenses in the same or overlapping geographic areas, whether within or outside the Markets, the parties understand and agree that they will work together and, to the extent necessary, take such steps as may be required to comply with any relevant competitive bidding and/or anti-collusion rules.

Nothing within Section 8.1 will be construed to restrict the ability of either party to pursue or enter into bidding or other relationships with third parties to acquire 600 MHz licenses, including those which may, based on licensing or service rules for the Broadcast Television Incentive Auction but heretofore unknown, overlap areas within a Market. Each party agrees to act in good faith to ensure that provision of PCS/LTE Services pursuant to any such agreement is not inconsistent with the purpose of this Agreement, as described in Section 2.

9. Audit

9.1 General

Each party will maintain complete and accurate records for twelve (12) months following conclusion or expiration of all agreement payment obligations of all parties related to such records in a consistent form to substantiate the monetary payments and reporting and other obligations of one party to the other party under this Agreement. Each party may, upon reasonable prior written notice, conduct during the other party's regular business hours, and in accordance with applicable law and reasonable security requirements, audits of those records. Each party may seek a general audit of these records no more than once every twelve (12) months. In addition, each party may seek limited audits of records relating to specific disputed payment and reporting obligations, not more than once every three (3) months. These audit rights will survive until the period ending twelve (12) months following conclusion or expiration of all post-agreement payment obligations of all parties under this Agreement. During the term of this Agreement, the Alliances hereby grant reasonable access to Sprint and its representatives to review and inspect the Alliances Network, including individual cell sites and the switch location(s); *provided, that*, Sprint provides reasonable advance notice to the Alliances and the Alliances have the right to have an employee or representative present at all times during such inspection.

9.2 Procedure

Audits will be conducted in accordance with the following restrictions: (a) the audit may be conducted by employees of the auditing party and/or by third-party representatives, (b) the audited party may require the auditing party's employee to conduct the audit on the premises of the audited party, (c) the audited party will have the right to have an employee or representative present at all times during the audit, (d) the auditing party will not have direct access to the audited party's computer database without the consent of the audited party, and will be entitled to review only those specific records of the audited party directly related to the monetary obligations of the audited party under this Agreement, and (e) the auditing party will provide reasonable advance notice of the audit and the audit will be scheduled at a mutually acceptable time and the parties will avoid, to the extent reasonably practical, scheduling such audit in the months of January or February. Subject to the restrictions set forth above, the audited party will cooperate fully with the auditing party. All reasonable fees and costs incurred by either party in connection with those audits will be paid by the auditing party. However, the auditing party will not be responsible for any charges associated with the services of any employee of the audited party. The audited party will have the right to have the results of any audit reviewed by the audited party's internal auditing staff or by the audited party's independent accountants who then audit the financial statements of the audited party ("Independent Auditors") and the cost of such an internal or Independent Auditors' review will be borne by the audited party. The audited party must use its commercially reasonable efforts to promptly correct any material deficiencies related to performance uncovered by an audit.

10. Warranties

Except as otherwise provided in this agreement, the Alliances make no warranties, express or implied, regarding the Alliances Network or the PCS/LTE Services or, if applicable,

any equipment, including any warranties of merchantability or fitness for a particular purpose. The Alliances do not authorize anyone to make any warranty on their behalf, and the Sprint Entities should not rely on any such statement.

11. Trade Name, Trade Marks and Service Marks

11.1 The Alliances' Rights

The Sprint Entities recognize the right, title and interest of the Alliances in and to all service marks, trademarks, trade names, trade dress, logos and other indicia of origin used in connection with the services and products sold by the Alliances (collectively, the "Alliances' Marks"). The Sprint Entities will not engage in any activities or commit any acts, directly or indirectly, that contest, dispute, or otherwise impair, or that may contest, dispute or otherwise impair the right, title or interest of the Alliances therein. The Sprint Entities acknowledge and agree that nothing in this Agreement grants to the Sprint Entities the right to use and the Sprint Entities agree that they will not use any of the Alliances' Marks or any service mark, trademark, trade name, trade dress, logos and other indicia of origin that is confusingly similar to or a colorable imitation of any of the Alliances Marks and will not incorporate the Alliances' Marks into service mark, trademark, trade name, trade dress, logos and other indicia of origin used or developed by the Sprint Entities.

11.2 Sprint's Rights

The Alliances and NTELOS recognize the right, title and interest of the Sprint Entities in and to all service marks, trademarks, trade names, trade dress, logos and other indicia of origin used in connection with the services and products sold by the Sprint Entities (collectively, the "Sprint Marks"). The Alliances and NTELOS will not engage in any activities or commit any acts, directly or indirectly, that contest, dispute, or otherwise impair, or that may contest, dispute or otherwise impair the right, title or interest of the Sprint Entities and their Affiliates therein. The Alliances and NTELOS acknowledge and agree that nothing in this Agreement grants to the Alliances or NTELOS the right to use and the Alliances and NTELOS agree that they will not use any Sprint Mark or any service mark, trademark, trade name, trade dress, logos, or other indicia of origin that is confusingly similar to or a colorable imitation of any of the Sprint Marks and will not incorporate the Sprint Marks into any service mark, trademark, trade name, trade dress, logos, or other indicia of origin, used or developed by the Alliances or NTELOS. The Alliances do not acquire or claim any right, title or interest in or to the Sprint Marks through the provision of PCS/LTE Service or products or otherwise.

Notwithstanding anything to the contrary in this Section 11.2, Sprint agrees that the Alliances and NTELOS may identify Sprint as the Preferred Nationwide Roaming Partner for the Alliances and NTELOS in their collateral and marketing materials, subject to Sprint's prior review and written consent. The Alliances and NTELOS will submit to Sprint for prior review and written consent any collateral and marketing materials containing Sprint's name. Sprint will promptly review such materials and not unreasonably withhold its written consent to their use.

11.3 Remedies for Violations

If either party violates or threatens to violate Section 11, the other party may exercise any right or remedy under this Agreement and any other right or remedy that it may

have (now or hereafter existing) at law, in equity or under statute; *provided, however*, that such rights and remedies will not be subject to the limitations set forth in Section 13.2. The parties agree that damages for violations of Section 11 may be difficult to ascertain or inadequate and that if either party violates or threatens to violate Section 11, the other party may suffer irreparable harm and therefore may seek injunctive relief in addition to any other right or remedy under this Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity or under statute. The party that violates or threatens to violate Section 11 will not raise the defense of an adequate remedy at law.

12. Insurance

12.1 Sprint Insurance

Sprint must, during the term of this Agreement and at its sole expense, obtain and keep in force, the following insurance: (a) Commercial General Liability Coverage, including personal injury, bodily injury, property damage, operations hazard, independent contractor coverage, contractual liability, and products and completed operations liability, in limits not less than one million dollars (\$1,000,000) for each occurrence (combined single limit), with Sprint named as insured in the policy and the Alliances named as additional insured in the policy; and (b) Worker's Compensation and Employer's Liability insurance. All required insurance policies must be taken out with reputable national insurers that are licensed to do business in the jurisdictions where Sprint is doing business. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated amounts set forth. Sprint agrees that certificates of insurance will be delivered to the Alliances within fifteen (15) days of the Effective Date. All policies must contain an undertaking by the insurers to notify the Alliances in writing not less than thirty (30) days before any cancellation of the insurance, except ten (10) days if cancelled for non-payment of premium. The provision of insurance required in this Agreement will not be construed to limit or otherwise affect the liability of Sprint to the Alliances.

12.2 The Alliances Insurance

The Alliances must, during the term of this Agreement and at their sole expense, obtain and keep in force, the following insurance: (a) Commercial General Liability Coverage, including personal injury, bodily injury, property damage, operations hazard, independent contractor coverage, contractual liability, and products and completed operations liability, in limits not less than three million dollars (\$3,000,000) for each occurrence (combined single limit), with the Alliances named as insured in the policy and Sprint named as additional insured in the policy; and (b) Worker's Compensation and Employer's Liability insurance. All required insurance policies must be taken out with reputable national insurers that are licensed to do business in the jurisdictions where the Alliances are doing business. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated amounts set forth. The Alliances agree that certificates of insurance will be delivered to Sprint within fifteen (15) days of the Effective Date. All policies must contain an undertaking by the insurers to notify Sprint in writing not less than thirty (30) days before any cancellation of the insurance, except ten (10) days if cancelled for non-payment of premium. The provision of insurance required in this Agreement will not be construed to limit or otherwise affect the liability of the Alliances to Sprint.

13. Indemnification; Limitation of Liability

13.1 Indemnification

Subject to the limitations set forth in Section 13.2, a party (the “Indemnitor”) agrees to indemnify, defend and hold harmless the other party and its directors, officers, employees, agents, successors and assigns (separately and collectively, the “Indemnitee”) from and against any third-party liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys’ fees incurred or suffered by the Indemnitee, arising out of (a) a breach by the Indemnitor of any covenant, representation or agreement in this Agreement, (b) an act or omission of the Indemnitor in the performance or non-performance of its obligations under this Agreement, (c) property damage or personal injury which may be assessed against or incurred by the Indemnitee relating to or arising out of any negligent, grossly negligent or intentional misconduct or omission of the Indemnitor or its directors, officers, employees, agents, successors and assigns in connection with the provision or use of services under this Agreement or (d) the violation by the Indemnitor of any law, regulation or ordinance applicable to the Indemnitor.

13.2 Indemnification Procedures

13.2.1 Notice

The Indemnitee will give the Indemnitor written notice within thirty (30) days of becoming aware that any formal or informal claim, demand, or request for indemnified losses under Section 13.1 will be or has been made against the Indemnitee, either individually or with others, (the “Indemnification Claim”).

13.2.2 Defense by Indemnitor

If, within thirty (30) days after the giving of notice, the Indemnitee receives written notice from the Indemnitor stating that the Indemnitor intends to dispute or defend against the Indemnification Claim, the Indemnitor will have the right to select counsel of its choice and to dispute or defend against the claim, demand, liability, suit, action or proceeding, at its expense. The Indemnitee shall fully cooperate with the Indemnitor in the dispute or defense so long as the Indemnitor is conducting the dispute or defense diligently and in good faith; but the Indemnitor will not be permitted to settle the Indemnification Claim without the prior written approval of the Indemnitee, which approval will not be unreasonably delayed or withheld. Even though the Indemnitor selects counsel of its choice, the Indemnitee has the right to additional representation by counsel of its choice to participate in the defense at Indemnitee’s sole cost and expense.

13.2.3 Defense by Indemnitee

If (a) no notice of intent to dispute or defend the Indemnification Claim is received by Indemnitee within the thirty (30) day period, or (b) diligent and good faith defense is not being, or ceases to be, conducted, by the Indemnitor, the Indemnitee has the right to dispute and defend against the Indemnification Claim at the sole reasonable cost and expense of Indemnitor, but the Indemnitee will not be permitted to settle the Indemnification Claim without the prior written approval of the Indemnitor, which approval will not be unreasonably withheld.

13.3 Limitation of Liability

EXCEPT FOR RIGHTS AND REMEDIES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT AND A PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE PERFORMANCE OR NON-PERFORMANCE OR BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT, ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT OR ITS USE OF THE PCS/LTE SERVICES.

14. Breach, Remedies and Early Termination of the Agreement

14.1 Breach

An event of default (an "Event of Default") shall occur if:

(i) a party fails to make a payment of money when due, which failure continues for more than ten (10) business days after receipt of written notice from the other party;

(ii) a party fails to comply with any other material representation, warranty, obligation or covenant set forth in this Agreement, which failure either (A) continues for a period of more than sixty (60) consecutive days after receipt of written notice from the nonbreaching party specifying the breach or (B) is of a nature to require more than sixty (60) consecutive days (after receipt of notice from the nonbreaching party specifying the breach) to cure and continues for a period of more than the shorter of (x) one hundred twenty (120) consecutive days or (y) the period reasonably required to cure; except that this extended cure period is only available if the breaching party diligently works towards a cure;

(iii) a party fails to comply with Section 11, if that failure is not cured promptly upon receipt of notice from the party owning or enforcing that mark or in case of the repeated violations after receipt of the notice on one occasion;

(iv) a party ceases to do business as a going concern;

(v) a party is unable or admits its inability to pay its debts as they become due;

(vi) a party institutes a voluntary proceeding, or becomes the subject of an involuntary proceeding which involuntary proceeding is not dismissed within sixty (60) days, under any bankruptcy act, insolvency law or any law for the relief of debtors, has a receiver appointed for the party which appointment is not dismissed, vacated or stayed within sixty (60) days, or executes a general assignment for the benefit of creditors; or

(vii) a party is in material breach under one or more spectrum lease(s) it enters into pursuant to Section 8 of this Agreement, as governed by the applicable spectrum lease and, in the case of such a breach by the Alliances or nTelos, such breach results in the Alliances being unable to substantially perform their obligations under this Agreement.

Upon the occurrence of an Event of Default, the non-breaching party may, upon written notice to the breaching party, terminate this Agreement in its entirety or with respect to one or more Markets, depending on the nature of the breach, and, subject to the limitations set forth in Section 13.3, pursue any other right or remedy under this Agreement, or at law or in equity. Termination of this Agreement for any cause does not release either party from any liability which, at the time of termination, has already accrued to the other party, or which may accrue in respect of any act or omission prior to termination or from any obligation which is expressly stated to survive the termination. Sprint will remain responsible for its obligations to its agents and Sprint Customers.

15. Confidentiality

15.1 Restriction

Each party agrees that it will not disclose any Proprietary Information received from the other party except as expressly provided in this Agreement. Each party agrees to use the Proprietary Information received from the other party only for the purpose of this Agreement. Except to the extent otherwise expressly provided herein, Proprietary Information will only be disseminated to such employees and other persons that have a bona-fide need-to-know of such information in order to assist a party in the performance of its obligations or the exercise of its rights under this Agreement. These obligations shall be binding upon the successors and assigns of each party. No other rights, and particularly licenses, to trademarks, inventions, copyrights, patents, or any other intellectual property rights are implied or granted under this Agreement or by the conveying of Proprietary Information between the parties. Proprietary Information means this Agreement and all further information a party discloses to the other party which is marked "Confidential", "Restricted", "Proprietary", or with some similar writing indicating the disclosing party considers the disclosed information to be proprietary.

Notwithstanding the foregoing, (a) the Alliances and NTELOS shall have the right to make disclosures of Proprietary Information to

(i) financing sources, to the extent reasonably related to the financing provided to or sought by the Alliances or NTELOS by its current or prospective financing sources,

(ii) the Alliances Network's infrastructure equipment vendor(s), to the extent reasonably related to compliance with network requirements under this Agreement and debt financing or guarantees provided by such vendor(s),

(iii) NTELOS Affiliates, accountants, bankers, current or prospective financing sources, consultants, or other parties with a bona fide interest in the financial performance and financial condition of NTELOS and the Alliances, provided that any such person(s) identified in (i), (ii) and (iii) shall, prior to receipt of such information, agree to maintain the confidentiality of the Proprietary Information in accordance with the terms of this Agreement and

(iv) officials and representatives of the federal, or any state or local, governments or agencies thereof, including those responsible for granting any approvals or permits required for the installation of any equipment necessary or desirable for NTELOS and the Alliances to perform their obligations under this Agreement, provided that NTELOS and the Alliances take

reasonable steps to maintain the confidentiality of the Proprietary Information, as permitted by any applicable law, rule or regulation; and

(b) NTELOS and its Affiliates shall have the right to disclose in their consolidated financial statements and make such other required governmental filings disclosing the amount of revenue (by category) and the percentage change in rates (by category) under this Agreement and to make such other disclosures relating to this Agreement as may be required, in the good faith judgment of NTELOS, by generally accepted accounting principles (or other applicable accounting standards to which it is subject) or by other regulatory requirements provided that NTELOS and the Alliances take reasonable steps to maintain the confidentiality of such disclosed information, as permitted by any applicable law, rule or regulation, as determined in its reasonable discretion based upon the advice of counsel,

15.2 Return

All Proprietary Information, unless otherwise specified in writing, must be returned to the disclosing party or destroyed after the receiving party's need for it has expired or upon request of the disclosing party, and, in any event, within ten (10) days of termination of this Agreement. At the request of the disclosing party, the receiving party will furnish a certificate of an officer of the receiving party certifying that Proprietary Information not returned to disclosing party has been destroyed.

15.3 Limitation

The parties agree that the term "Proprietary Information" does not include information which:

(a) has been or may in the future be published or is now or may in the future be otherwise in the public domain through no fault of the receiving party;

(b) prior to disclosure pursuant to this Agreement is properly within the legitimate possession of the receiving party;

(c) subsequent to disclosure pursuant to this Agreement is lawfully received from a third-party having rights in the information without restriction of the third-party's right to disseminate the information and without notice of any restriction against its further disclosure;

(d) is independently developed by the receiving party through parties who have not had, either directly or indirectly, access to or knowledge of Proprietary Information; or

(e) is obligated to be produced under order of a court of competent jurisdiction or other similar requirement of a governmental agency, so long as the party required to disclose the information provides the other party with prior notice of the order or requirement.

15.4 Relief

If either party violates or threatens to violate this Section 15, the other party may exercise any right or remedy under this Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity or under statute. The parties agree that

damages for violations of Section 15 may be difficult to ascertain or inadequate and that if either party violates or threatens to violate Section 15, the other party may suffer irreparable harm and therefore may seek injunctive relief in addition to any other right or remedy under this Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity or under statute. The party that violates or threatens to violate Section 15 will not raise the defense of an adequate remedy at law, subject to the limitations set forth in Section 13.2. A party must not disclose Proprietary Information, other than as expressly permitted herein, during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement.

15.5 Disclosure to Government Authorities. All disclosures to be made by either party to a government authority, other than as contemplated by Section 15.1 above, are to be coordinated with and consented to by the other party in writing, which consent shall not be unreasonably withheld, prior to the disclosure thereof.

16. Assignment

16.1 By Sprint

The Sprint Entities may not assign this Agreement without the Alliances' prior written consent, which consent may not be unreasonably withheld or delayed. It shall be a condition of any request for consent under this Section 16.1 that the assignee agrees to assume the Sprint Entities' obligations under this Agreement. The Sprint Entities agree to cause any purchaser of any material amount of the PCS/LTE Services business (including Sprint Customers) in the Markets to expressly assume this Agreement in writing. Because of the unique and valuable nature of this Agreement to the Alliances, it is understood and agreed that the Alliances' remedies at law for a breach of this Section 16.1 by the Sprint Entities will be inadequate and that the Alliances shall, in the event of any such breach, be entitled to equitable relief (including, without limitation, injunctive relief (temporary, preliminary and/or permanent) and specific performance) without any requirements to post a bond as a condition of such relief, in addition to all other remedies provided under this Agreement or available to the Alliances at law.

16.2 By the Alliances or NTELOS

Neither the Alliances nor NTELOS may assign this Agreement without the prior written consent of the Sprint Entities, which consent may not be unreasonably withheld or delayed. It shall be a condition of any request for consent under this Section 16.2 that the assignee agrees to assume the Alliances' or NTELOS's obligations under this Agreement. The Alliances and NTELOS agree to cause any purchaser of all or substantially all of the assets of the Alliances in the Markets to expressly assume this Agreement in writing. It is agreed that the Alliances and/or NTELOS may collaterally assign this Agreement as security interest and to any entity which is or becomes a senior secured lender to the Alliances or NTELOS without the need to obtain the consent of the Sprint Entities. Because of the unique and valuable nature of this Agreement to the Sprint Entities, it is understood and agreed that Sprint's remedies at law for a breach of this Section 16.2 by the Alliances or NTELOS will be inadequate and that the Sprint

Entities shall, in the event of any such breach, be entitled to equitable relief (including, without limitation, injunctive relief (temporary, preliminary and/or permanent) and specific performance) without any requirements to post a bond as a condition of such relief, in addition to all other remedies provided under this Agreement or available to the Sprint Entities at law.

16.3 NTELOS Process

16.3.1 If at any time during the term of this Agreement, NTELOS or the Alliances (i) initiates a process to pursue a potential sale of 50% or more of Alliances' assets or equity interests (a "Transaction") to any third party (other than any National Sprint Competitor), or (ii) receives a bona fide proposal from any third party (other than any National Sprint Competitor) for a Transaction that NTELOS elects to pursue, NTELOS will invite Sprint to participate in such process. NTELOS will not consummate a Transaction with any third party on terms, taken as a whole in NTELOS' sole discretion, that are less favorable to NTELOS than the terms, taken as a whole set forth in any offer received from Sprint (taking into account any aspects of such competing Transactions, including legal, financial (including the financing terms of such Transaction), regulatory or other considerations deemed relevant by NTELOS in its sole discretion), provided that such offer from Sprint has been made within the time line allowing NTELOS to consider the Sprint proposal while considering other proposals. Notwithstanding the foregoing, NTELOS may conduct such process in any manner that NTELOS, in its sole discretion, determines, including (i) changing the procedures relating to its consideration of any Transaction at any time without prior notice to Sprint or any other person, (ii) rejecting any and all proposals made with regard to a Transaction, (iii) terminating discussions and negotiations with Sprint or any other person at any time and for any reason, and (iv) terminating such process, provided that in the event that NTELOS subsequently initiates a process after such termination, NTELOS will invite Sprint to participate in such process.

16.3.2 If at any time during the term of this Agreement, NTELOS or the Alliances initiates a process to pursue a potential sale of 50% or more of Alliances' assets or equity interests to any National Sprint Competitor (a "National Competitor Transaction"), NTELOS will follow the process set forth in Section 16.3.1; provided, however, that NTELOS will allow Sprint to conduct reasonable due diligence with respect to the proposed National Competitor Transaction in accordance with procedures to be established by NTELOS for a period of twenty-one (21) calendar days from the date NTELOS provides Sprint with notice of such National Competitor Transaction (the "Offering Period"). NTELOS will permit Sprint to make a bona fide written offer with respect to a National Competitor Transaction within the Offering Period (the "Sprint Offer"). After the Offering Period, NTELOS may pursue the National Competitor Transaction with any third party, provided that NTELOS will not consummate such a transaction with any National Sprint Competitor on terms, taken as a whole in NTELOS' sole discretion, that are less favorable to NTELOS than the terms, taken as a whole set forth in the Sprint Offer (taking into account any aspects of such competing National Competitor Transactions, including legal, financial (including the financing terms of such transaction), regulatory or other considerations deemed relevant by NTELOS in its sole discretion).

16.3.3 If at any time during the term of this Agreement, NTELOS or the Alliances receives a bona fide proposal from any National Sprint Competitor for a National Competitor Transaction that NTELOS elects to pursue, NTELOS will invite Sprint to participate;

however, the Offering Period set forth in Section 16.3.2 shall not apply. In the event that NTELOS terminates negotiation with such National Sprint Competitor and subsequently initiates a process to pursue a National Competitor Transaction, such process will be subject to the Offering Period in accordance with Section 16.3.2.

16.3.4 The parties acknowledge and agree that (i) nothing set forth herein requires NTELOS or the Alliances to violate any applicable law or regulation, its obligations to third parties, or its fiduciary duty, and (ii) NTELOS' sole discretion under this Section 16.3 shall be subject to any obligations NTELOS or the Alliances may have under any applicable law or regulation, its obligations to third parties, or its fiduciary duty.

16.3.5 Notwithstanding anything to the contrary in this Agreement, with respect to any potential transaction between NTELOS or the Alliances and a third party other than Sprint pursuant to Section 16.3.1, 16.3.2 or 16.3.3 NTELOS and the Alliances will not enter into any agreements or understandings that prohibit it from complying with its obligations as set forth in Section 16.3.1, 16.3.2 or 16.3.3.

16.3.6 If NTELOS or the Alliances enter into a National Competitor Transaction, then (i) Sprint may, from and after the closing of such transaction, terminate this Agreement at any time within one hundred eighty (180) days after the closing date of such National Competitor Transaction by providing written notice of such election, i.e. a Termination Notice, and (ii) if Sprint gives such a Termination Notice under clause (i) above, the Phase-Out Period and the Overbuild Period shall commence upon the giving of such notice and shall be in effect for thirty (30) months thereafter. Sprint may shorten the Phase-Out Period, in its sole discretion, upon giving of sixty (60) days written notice. In the event NTELOS or the Alliances enter into a National Competitor Transaction, the Exclusivity Period shall continue until Sprint gives a Termination Notice pursuant to clause (i) above.

16.4 Proprietary Information

In the event that the Alliances or NTELOS (i) enters into a Transaction or a National Competitor Transaction, or (ii) assigns this Agreement to a wireless communications services provider (other than Sprint) in accordance with Section 16.2 (clauses (i) and (ii) collectively, a "Wireless Successor"), at Sprint's option, Sprint may require the Wireless Successor to engage a third party (to be selected by mutual agreement of the parties) to process certain Proprietary Information (subject to Section 15) required to be provided by Sprint in accordance with Schedule 2; provided, however, that (i) Sprint shall identify such Proprietary Information that will be subject to this Section 16.4, (ii) such arrangement shall not prohibit, impede, or adversely affect the Alliances' (or the Wireless Successor's) ability to perform their obligations under this Agreement, and (iii) Sprint and the Alliances (or the Wireless Successor) shall share equally the cost of engaging such third party.

17. General Provisions

17.1 Notices and Inquiries

Except as otherwise provided, all notices and inquiries required or permitted to be given by any provision of this Agreement must be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested) or sent by hand or overnight courier, (with acknowledgment received by the courier), or by facsimile (with facsimile acknowledgment) addressed as follows:

- If to Sprint: Sprint Spectrum, L.P.
6200 Sprint Parkway
Eisenhower A
Overland Park, Kansas 66251
Attention: Senior Vice President PCS
Facsimile (913) 794-0130
- With copies to: Sprint Spectrum, L.P.
6200 Sprint Parkway
Eisenhower A
Overland Park, Kansas 66251
Attention: General Counsel
Facsimile (913) 523-7700
- Sprint Spectrum, L.P.
Legal – Telecom Management & Privacy
Attention: Managing Senior Counsel
P O Box 7966
Shawnee Mission, KS 66207-0966
- If to the Alliances, NTELOS Inc.
or NTELOS: 1154 Shenandoah Village Drive
Waynesboro, VA 22980
Attention: Chief Executive Officer
Facsimile (540) 941-3505
- With a copy to: NTELOS Inc.
1154 Shenandoah Village Drive
Waynesboro, VA 22980
Attention: General Counsel
Facsimile (540) 941-3505

Any party may from time to time specify a different address by notice to the other party. Any notice will be deemed to be delivered, given, and/or received for all purposes as of the date so delivered.

17.2 Construction

The definitions in this Agreement apply equally to both the singular and plural forms of the terms defined. Whenever the context requires, any pronoun includes the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” are deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires, any references to any agreement, schedule or exhibit or to any other instrument or statute or regulation are to it as amended and supplemented from time to time (and, in the case of a statute or regulation, to any corresponding provisions of successor statutes or regulations). Unless this Agreement specifically refers to “business” days, any reference in this Agreement to a “day” or number of “days” is a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day, and that calendar day is not a business day for the Alliances or Sprint then the action or notice will be deferred until, or may be taken or given on, the next business day. This Agreement will be construed simply according to its fair meaning and not strictly for or against any party. No rule of construction requiring interpretation against the draftsperson will apply in the interpretation of this Agreement.

17.3 Independent Contractors

The parties do not intend to create any agency, partnership, joint venture or other profit-sharing arrangement, landlord-tenant, or lessor-lessee relationship, or any relationship other than seller-buyer. Neither party will represent itself as an agent or representative of the other, and neither party shall have the right to contractually bind the other. The staff employed or contracted for by the employing party to perform services in connection with this Agreement are not employees or agents of the other party and each party assumes full responsibility and liability for their acts and omissions, including compliance by its staff with this Agreement, applicable federal, state and local laws, regulations, and judicial or regulatory orders, and relevant industry standards. All staff will be employed or contracted for at the employing party’s sole expense and the employing party will be solely responsible for any and all employment benefits and withholdings issues, including, workers’ compensation, disability benefits, unemployment insurance or withholding income taxes and social security.

17.4 Survival

The provisions of Sections 3.3, 9, 10, 11, 13, 15 and 17 will survive termination of this Agreement.

17.5 Headings

The article and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

17.6 Severability

Every provision of this Agreement is intended to be severable, to the extent a given term or provision is found to be illegal, invalid or unenforceable. If any term or provision of this Agreement is illegal, invalid or unenforceable for any reason whatsoever, that term or

provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the illegality, invalidity or unenforceability will not affect the validity or legality of the remainder of this Agreement. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects the intent.

17.7 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to choice of law rules.

17.8 Counterpart Execution

This Agreement may be executed in any number of counterparts with the same effect as if each party had signed the same document. All counterparts will be construed together and will constitute one agreement.

17.9 Entire Agreement; Amendments

This Agreement, including the Schedules and Exhibits, sets forth the entire agreement and understanding between the parties as to the subject matters covered therein and supersedes all prior agreements, oral or written, and other communications between the parties relating to the subject matter of this Agreement, including the Previous Resale Agreement. Except as otherwise provided in this Agreement, no amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties.

17.10 Parties in Interest; Limitation on Rights of Others

Except as otherwise provided in this Agreement, the terms of this Agreement will be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, will be construed to give any person other than the parties and their successors and assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained in this Agreement.

17.11 Waivers; Remedies

The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce the term, but any waiver is effective only if in a writing signed by the party against which the waiver is to be asserted. Except as otherwise provided in this Agreement, no failure or delay of any party in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, or any abandonment or discontinuance of steps to enforce the right, preclude any other or further exercise thereof or the exercise of any other right.

17.12 Force Majeure

If the performance of this Agreement is interfered with by any circumstance beyond the reasonable control of the party affected, the party affected by the force majeure is excused on a day-by-day basis to the extent of the interference, if the party notifies the other party as soon as practicable of the nature and expected duration of the claimed force majeure, uses all commercially reasonable efforts to avoid or remove the causes of nonperformance and resumes performance promptly after the causes have been removed. A “force majeure” under this Section 17.12 includes (i) acts of God, such as fire, flood, earthquake or other natural cause; (ii) terrorist events, riots, insurrections, war or national emergency; (iii) strikes, boycotts, or lockouts; (iv) the lack of or inability to obtain permits or approvals by any Governmental Authority through no fault of the party seeking such permits or approvals; and (v) requirements imposed by any Governmental Authority after the Effective Date.

17.13 Disclosure

All media releases and public announcements or public disclosures initiated by either party relating to this Agreement, its subject matter or the purpose of this Agreement are to be coordinated with and consented to by the other party in writing, which consent shall not be unreasonably withheld, prior to the release thereof.

17.14 Dispute Resolution

17.14.1 The parties shall resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (a “Dispute”), pursuant to the provisions of this Section 17.14.

17.14.2 The parties may first attempt in good faith to resolve any Dispute by negotiation and consultation between themselves. Any party may give the other party notice of any dispute not resolved in the normal course of business. Within ten (10) business days after delivery of such notice (the “Initial Escalation Date”), representatives of both parties may meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute by the respective representatives of both parties within the time frames and escalation process set forth below:

	Sprint (Name/Title)	NTELOS/Alliances (Name/Title)
Within ten (10) business days	Mike Ayres, Director of Roaming Services and any successor or someone with the equivalent position	Philip Nelson, Director of Wireless Administration and Carrier Relations and any successor or someone with the equivalent position

Within twenty (20) business days	Mike Bray, Vice President of Roaming and Access Planning and any successor or someone with the equivalent position	Robert McAvoy, Chief Technology Officer and any successor or someone with the equivalent position
Within thirty (30) business days	Michael Schwartz, Senior Vice President of Corporate Development, and any successor or someone with the equivalent position	James A. Hyde, President and Chief Executive Officer and any successor or someone with the equivalent position

If the executives listed above cannot resolve any Dispute during the time period ending sixty (60) business days after the Initial Escalation Date, either party may initiate mediation proceedings pursuant to mutually agreeable procedures.

17.14.3 Whether or not the parties choose to participate in the dispute resolution process set forth in this Section 17.14, either party may file suit in a court of competent jurisdiction at any time.

17.15 Relationship of this Agreement and the Previous Resale Agreement

The Previous Resale Agreement shall terminate in its entirety as of the Effective Date. This Agreement shall supersede and replace the Previous Resale Agreement in its entirety as of the Effective Date.

17.16 Release of Claims Arising Under Previous Agreement

Except for amounts owed by any Sprint Entity to the Alliances under the current outstanding bill, each party hereto hereby releases and discharges each of the other parties from any and all claims for damages, known or unknown, arising out of the performance or non-performance of the obligations of such other parties under the Previous Agreement prior to the Effective Date.

17.17 Duty of Good Faith and Fair Dealing

Each party hereto has a duty of good faith and fair dealing in connection with its performance under this Agreement. Each party shall perform its obligations under this Agreement in a diligent, legal, ethical and professional manner so as to advance the purposes and intent of this Agreement.

17.18 Infrastructure

No later than ten (10) days after the Effective Date, Sprint will request to designate the Alliances and/or NTELOS (as directed by the Alliances and NTELOS) as a “Sprint Select Carrier” with Ericsson, Inc. (“Ericsson”), Alcatel-Lucent USA Inc. (“ALU”), and

Samsung Telecommunications America, LLC (“Samsung”). Additionally, Sprint will make a reasonable effort to provide for similar arrangements with Nokia Solutions (“Nokia”) and other vendors (Ericsson, ALU, Samsung, Nokia and such other Sprint vendors are each individually referred to in this Agreement as a “Sprint Equipment Vendor” and collectively as the “Sprint Equipment Vendors.”) as may be necessary for the Alliances or NTELOS to be able to effectively provision the Alliances Network as required under the terms of this Agreement. The terms of Sprint’s respective agreements with the Sprint Equipment Vendors shall govern the Alliances and NTELOS’s rights when purchasing from such Sprint Equipment Vendors as a “Sprint Select Carrier.”

17.19 Devices

17.19.1 Sprint, the Alliances and NTELOS will work together to determine the preferred path to allow NTELOS to technically deploy and secure devices to the Alliances and NTELOS customers as described in more detail below.

17.19.2 NTELOS will provide reasonable assistance and information to Sprint to allow Sprint to investigate and resolve any technical issues impacting Sprint efforts to facilitate NTELOS device access and NTELOS network enablement.

17.19.3 Provided that (i) NTELOS provides the reasonable assistance and information required in Section 17.19.2 above, (ii) all technical issues regarding device access and network enablement are resolved, and (iii) subject to the confidentiality provisions in this Agreement, and agreements between Sprint and its Device Suppliers, Sprint agrees to work in good faith with its Device Suppliers to develop a process by which NTELOS may purchase such devices from Sprint’s Device Suppliers, taking into consideration the quantities and variety in terms of features, form, manufacturer and price points of such devices. For clarity, Sprint will not be in breach of this Agreement if, through this good faith effort, Sprint is unable to provide access to any device with Device Suppliers.

17.19.4 To the extent that Sprint can do so under an existing Device Supplier agreement, Sprint may, at its sole discretion, arrange for NTELOS to have access to certain devices, but Sprint will not be in breach of this Agreement if Sprint does not provide access to any device.

17.19.5 Notwithstanding the above, a condition precedent to NTELOS access to devices is the negotiation and execution of supplemental agreement(s) regarding (i) the allocation and payment of associated incremental costs for such access, including but not limited to: technical analyses; costs to amend Device Supplier, platforms licensing, platform development, distribution and other agreements; and (ii) Sprint’s branding and trademark requirements.

17.19.6 Provided that Sprint is able to provide access to devices as described in Sections 17.19.1 – 17.19.5 above; and subject to (i) the Compliance with Laws section of this Agreement and (ii) the confidentiality provisions in this Agreement, and agreements between Sprint and its Distributors, Sprint will work in good faith with its Distributors to develop a handset and associated device distribution process for NTELOS. Sprint will not be in breach of this Agreement if Sprint is unable to provide any distribution channels or methods for NTELOS.

17.19.7 Sprint's obligations under this Section 17.19 will be limited to facilitating device access and distribution channels. NTELOS will be responsible for the negotiation and execution of any agreements with Device Suppliers or Distributors.

17.20 Comiances with Laws

Each party shall, in the performance of all of its rights and obligations under this Agreement, comply with all applicable laws, rules, regulations and by-laws and with all orders, decrees, policies and directives issued by applicable Governmental Authorities. Nothing in this Agreement shall be construed as requiring either party to perform its obligations hereunder, where such performance shall constitute an infringement, contravention, breach, or interference with any third party.

17.21 Integration

It is the intent of the parties, and each of the parties acknowledge and agree that they have executed and delivered this Agreement with the understanding that: (a) this Agreement constitutes an un-severable and single transaction as reflected by all, but not less than all, of the services contemplated by this Agreement, the IRSA and the Spectrum lease(s) (collectively, the "Resale Transaction"), and they would not have entered into this Agreement, if the Resale Transaction was not a single, integrated transaction, so that there would be no bargain between the parties if the IRSA, or the Spectrum Lease(s) as to any properties, were severable from the rest of the Agreement; (b) that there was a single assent to the whole Resale Transaction by the parties, and not separate assents to this Agreement, the IRSA and Spectrum Lease(s); (c) the Parties agree not to challenge the validity, enforceability, or characterization of the Agreement as a single, un-severable instrument pertaining to the lease of all, but not less than all, of the spectrum as defined in the Spectrum Lease(s); and (c) the parties agree not to assert to take or fail to take any action inconsistent with the Agreement and understanding set forth in this Section 17.21.

[Signatures appear on the following page]

This Agreement is made as of the date first written above.

WEST VIRGINIA PCS ALLIANCE, L.C.

By: _____

Print Name: James A. Hyde

Title: Manager

Date: May 21, 2014

VIRGINIA PCS ALLIANCE, L.C.

By: _____

Print Name: James A. Hyde

Title: President and Chief Executive Officer

Date: May 21, 2014

NTELOS INC.

By: _____

Print Name: James A. Hyde

Title: President and Chief Executive Officer

Date: May 21, 2014

**SPRINT SPECTRUM L.P.,
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: _____

Print Name: Todd A. Rowley

Title: Vice-President Business Development

Date: May 21, 2014

Schedule 2

PCS/LTE Services Pricing: Terms

The prices for all PCS/LTE Services provided by the Alliances to Sprint Customers will be at the rates provided in this Schedule 2.

I. DEFINITIONS:

Terms not specifically defined herein shall have the meanings ascribed thereto in the Amended and Restated Resale Agreement to which this Schedule 2 is attached (the “Agreement”).

[Begin Confidential Information] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **[End Confidential Information]**

“MVNO” has the meaning as set forth in the Section 1 of the Resale Agreement.

REDACTED FOR PUBLIC INSPECTION

“NPA-NXX” means the first six digits of a ten-digit telephone number, as identified in the Local Exchange Routing Guide (“LERG”), which, for the purposes of this Agreement, represents the area code and exchange of such telephone number.

“Sprint Home Customers” has the meaning set forth in Section II(A)(1) of this Schedule 2.

“Sprint Travel Customers” has the meaning set forth in Section II(B)(1) of this Schedule 2.

[Begin Confidential Information] [REDACTED]

[End Confidential Information]

“Travel Data Rate” has the meaning set forth in Section II(B)(2) of this Schedule 2.

“Travel Voice Rate” has the meaning set forth in Section II(B)(2) of this Schedule 2.

II. VOICE, DATA, LONG DISTANCE

A. Sprint Home Customers

1. Scope

This section applies to those postpaid, prepaid and MVNO customers of Sprint, Sprint’s Affiliates and Sprint Network Managers, that have handsets or other devices with telephone numbers from a Market (based on NPA-NXX codes that are homed to an Alliances or NTELOS switch) (each a “Sprint Home Customer” and collectively “Sprint Home Customers”). For purposes of clarity, the parties acknowledge that the foregoing definition is not intended to modify and shall not affect Sprint’s rights or obligations under Section 4.2.5 of the Agreement.

All subscriber counts or similar reports of **[Begin Confidential Information]** [REDACTED] **[End Confidential Information]**, provided by Sprint to NTELOS pursuant to the Agreement, shall be based upon the same methodology used by Sprint to publicly **[Begin Confidential Information]** [REDACTED] **[End Confidential Information]** used by Sprint as of the Effective Date changes after the Effective Date, Sprint will promptly notify the Alliances of such **[Begin Confidential Information]** [REDACTED] **[End Confidential Information]** change and provide details thereof. If such change results in a negative economic impact upon the Alliances from the original intent of this Agreement, the Parties will negotiate a resolution of **[Begin Confidential Information]** [REDACTED] **[End Confidential Information]** change so that the Alliances will receive the same economic benefit that is consistent with the original intent of this Agreement. For purposes of clarity, the parties intend that each physical wireless device operated by a Sprint Home Customer that is capable of using any PCS/LTE Services on the Alliances’ Network shall be counted as a separate customer if such device is then otherwise activated to use Sprint’s CDMA/LTE network outside of the Markets.

REDACTED FOR PUBLIC INSPECTION

(ii) If [Begin Confidential Information] [Redacted] [End Confidential Information], then [Begin Confidential Information] [Redacted] [End Confidential Information], effective January 1, 2016 for usage occurring on and after January 1, 2016 through and including December 31, 2016.

(b) January 1, 2017 Adjustments.

(i) If [Begin Confidential Information] [Redacted] [End Confidential Information], then [Begin Confidential Information] [Redacted] [End Confidential Information], effective January 1, 2017 for usage occurring on and after January 1, 2017 through and including December 31, 2017.

(ii) If [Begin Confidential Information] [Redacted] [End Confidential Information], then [Begin Confidential Information] [Redacted] [End Confidential Information], effective January 1, 2017 for usage occurring on and after January 1, 2017 through and including December 31, 2017.

(c) January 1, 2018 Adjustments.

(i) If [Begin Confidential Information] [Redacted] [End Confidential Information], then [Begin Confidential Information] [Redacted] [End Confidential Information], effective January 1, 2018 for usage occurring on and after January 1, 2018 through and including December 31, 2018.

(ii) If [Begin Confidential Information] [Redacted] [End Confidential Information], then [Begin Confidential Information] [Redacted] [End Confidential Information], effective January 1, 2018 for usage occurring on and after January 1, 2018 through and including December 31, 2018.

(d) January 1, 2019 Adjustments.

(i) If [Begin Confidential Information] [Redacted] [End Confidential Information], then [Begin Confidential Information] [Redacted] [End Confidential Information], effective January 1, 2019 for usage occurring on and after January 1, 2019 through and including December 31, 2019.

(ii) If [Begin Confidential Information] [Redacted] [End Confidential Information], then [Begin Confidential Information] [Redacted] [End Confidential Information], effective January 1, 2019 for usage occurring on and after January 1, 2019 through and including December 31, 2019.

REDACTED FOR PUBLIC INSPECTION

(e) January 1, 2020 Adjustments.

(i) If [Begin Confidential Information] [Redacted] [End Confidential Information], then [Begin Confidential Information] [Redacted] [End Confidential Information], effective January 1, 2020 for usage occurring on and after January 1, 2020 through and including December 31, 2020.

(ii) If [Begin Confidential Information] [Redacted] [End Confidential Information], then [Begin Confidential Information] [Redacted] [End Confidential Information], effective January 1, 2020 for usage occurring on and after January 1, 2020 through and including December 31, 2020.

(f) January 1, 2021 Adjustments.

(i) If [Begin Confidential Information] [Redacted] [End Confidential Information], then [Begin Confidential Information] [Redacted] [End Confidential Information], effective January 1, 2021 for usage occurring on and after January 1, 2021 through and including December 31, 2021.

(ii) If [Begin Confidential Information] [Redacted] [End Confidential Information], then [Begin Confidential Information] [Redacted] [End Confidential Information], effective January 1, 2021 for usage occurring on and after January 1, 2021 through and including December 31, 2021.

(g) January 1, 2022 Adjustments.

(i) If [Begin Confidential Information] [Redacted] [End Confidential Information], then [Begin Confidential Information] [Redacted] [End Confidential Information], effective January 1, 2022 for usage occurring on and after January 1, 2022 through and including December 31, 2022.

(ii) If [Begin Confidential Information] [Redacted] [End Confidential Information], then [Begin Confidential Information] [Redacted] [End Confidential Information], effective January 1, 2022 for usage occurring on and after January 1, 2022 through and including December 31, 2022.

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[REDACTED]

[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. [End Confidential Information]

(iii) For the purposes of clarity, the Alliances shall not charge Sprint for any text messaging by Sprint Travel Customers.

3. Sprint Data Records

Sprint shall provide the Alliances on a daily basis, data usage records sufficient for the Alliances to determine [Begin Confidential Information] [REDACTED] [End Confidential Information] for the prior day. If (i) by the sixteenth (16) day of any calendar month Sprint has not provided data records sufficient for the Alliances to determine [Begin Confidential Information] [REDACTED] [End Confidential Information] during the period from the first (1) day of such calendar month through the fifteenth (15th) day of such calendar month, or (ii) by the first (1st) day of any calendar month Sprint has not provided data records sufficient for the Alliances to determine [Begin Confidential Information] [REDACTED] [End Confidential Information] during the period from the sixteenth (16) day through the last day of the prior calendar month, then, in any such case, the Alliances may reasonably estimate such usage for the purposes of preparing an invoice under Section II C. below. In the event the Alliances estimate the amount of usage of PCS/LTE Services as provided above, the actual amounts due for such period in question shall be subject to a true-up at such time that Sprint provides the required records. The foregoing provisions relating to the Alliances' right to reasonably estimate usage shall not relieve Sprint of its obligation to provide timely records as provided herein.

C. Invoicing Mechanics

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Invoicing shall be as set forth in Section 6.2 of the Agreement, and consistent with the following procedures. On or about the sixteenth (16th) day of each calendar month, the Alliances will provide Sprint an invoice [Begin Confidential Information]

[Redacted] [End Confidential Information].

On or about the first day of the next calendar month, the Alliances will provide Sprint an invoice for [Begin Confidential Information]

[Redacted]

[End Confidential Information].

D. Settlement Example

For the sake of clarity, in applying the rates as provided in Sections A. and B. above of this Section II, the following example is provided:

[Begin Confidential Information] [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

[End Confidential Information]

E. Long Distance

Sprint shall provide long-distance telephone services to all Sprint Customers using the Alliances Network for PCS/LTE Services in the Markets by interconnecting, and paying all costs related thereto, with direct telecommunications circuits to the Alliances Network facilities.

III. RECIPROCAL RATES

1. Reciprocal Voice Rates - Alliances/NTELOS

NTELOS and its Affiliates, including the Alliances, shall enjoy the Travel Voice Rate when their own customers are roaming on the Sprint PCS/LTE Services networks operated by Sprint, Sprint’s Affiliates, or Sprint Network Managers (“Sprint PCS/LTE Services Networks”).

When customers of NTELOS and its Affiliates, including the Alliances, are roaming on Sprint PCS/LTE Services Networks, the pricing of the long distance telephone services associated with such roaming (including, but not limited to, international, inter-state, intra-state and 800 calls) provided by Sprint, Sprint’s Affiliates, and Sprint Network Managers to such customers of NTELOS and its Affiliates, including the Alliances, shall be at rates that reflect the “most favored nations” rates of Sprint offered to Sprint Network Managers. Such long distance telephone services associated with roaming shall be billed rounded to the nearest second.

2. Reciprocal Voice Rates – Sprint

Sprint shall enjoy the Travel Voice Rate and long distance telephone pricing, as described above, when Sprint Customers are roaming on the wireless communications network operated by NTELOS or its Affiliates, including the Alliances, outside of the coverage area of the Markets.

3. Reciprocal Data Rates – Alliances/NTELOS

While roaming on Sprint PCS/LTE Services Networks, customers of NTELOS and its Affiliates, including the Alliances, using such Sprint PCS/LTE Services Networks including transport to the wireless communications networks operated by NTELOS or its Affiliates, including the Alliances, shall pay the Travel Data Rate being paid by Sprint to the Alliances. For the purposes of clarity, Sprint shall not charge NTELOS or the Alliances for any text messaging by the Alliances customers.

4. Reciprocal Data Rates in Coverage Outside the Markets – Sprint

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While roaming on the wireless communications networks operated by NTELOS or its Affiliates, including the Alliances, outside the coverage of the Markets, Sprint Customers using such networks including transport to the Sprint network shall pay the Travel Data Rate being paid by Sprint to the Alliances.

5. Expiration or Termination of Resale Agreement

For the sake of clarity, upon expiration or termination of this Agreement, the Rates that a party will pay the other for voice and data usage roaming on the other party's network will be governed solely by the terms and conditions of the IRSA.

IV. DISPUTES.

Any and all disputes regarding matters set forth in this Schedule 2 shall be resolved by the parties in good faith in accordance with the provisions of Section 17.14 of the Agreement.

V. THOUSAND BLOCK POOLING / WLNP

Sprint shall reimburse the Alliances for all Thousand Block Number Pooling/WLNP database "dipping" charges incurred by the Alliances on account of providing PCS/LTE Services to Sprint Customers, such payments to be invoiced and paid in the timeframes set forth in Section 6 of the Agreement. However, such "dipping" charges shall be considered separate and additional charges and not charges for PCS/LTE Services and so such "dipping" charges shall not be included in the calculation of charges as set forth in this Schedule 2 and in Sections 6.1 and 6.2 of the Agreement.

VI. PRICING INTENT / CONDUCT

It is the intent of the Parties that the rates and charges as set forth in the Agreement and in this Schedule 2 shall fairly compensate the Alliances for all use by Sprint Customers of the Alliances Network. If use by Sprint Customers of the Alliances Network occurs which is not included in the Sprint Home Customer or Sprint Travel Customer categories of this Schedule 2, the parties will agree to include such usage in one or more categories. Each Party acknowledges that it has a duty of good faith and fair dealing to cooperate to advance this intent now and in the future as technologies and services evolve. In furtherance of such intent given current technology and services, the Parties agree that, subject to Section II(A)(1) of this Schedule 2, all customer counts and usage that Sprint provides pursuant to this Schedule 2 shall be measured and calculated by Sprint in a consistent manner, period to period, for each time period for which such information is supplied.

The Parties acknowledge that the foregoing fees and rates set forth herein have been determined based upon the current Sprint Customer base and projections provided by Sprint to the Alliances. The Parties agree that if **[Begin Confidential Information]** [REDACTED] **[End Confidential Information]** at any time during the term of the Agreement **[Begin Confidential Information]** [REDACTED]

REDACTED FOR PUBLIC INSPECTION

[Redacted] **[End Confidential Information]**, that the parties will negotiate in good faith to reset the minimums to reflect **[Begin Confidential Information]** [Redacted]

[Redacted] **[End Confidential Information]**. For purposes of clarity, **[Begin Confidential Information]** [Redacted]

[End Confidential Information].

The Parties agree that if **[Begin Confidential Information]** [Redacted] **[End Confidential Information]** at any time during the term of the Agreement **[Begin Confidential Information]** [Redacted]

[End Confidential Information], that the parties will negotiate in good faith to reset the minimums to reflect **[Begin Confidential Information]** [Redacted]

[End Confidential Information].

Nothing in this Agreement will in any way relieve Sprint or its Affiliates from complying with the provisions of the Agreement with respect to any such divestiture(s) (including, without limitation, Section 16.1 thereof).

In the event the parties cannot agree to revised fees and/or rates within 30 days of notice from the Alliances to Sprint (or Sprint to the Alliances) requesting such an adjustment under the circumstances set forth in the preceding two paragraphs, the dispute shall be resolved pursuant to the provisions of Section 17.14 of the Agreement. Such notice may be delivered by the Alliances to Sprint (or Sprint to the Alliances) in advance of the closing of a transaction of the type set forth in the preceding two paragraphs.

VII. PRICING OF ALLIANCES' SERVICES IN THE MARKETS

During the Term of this Agreement and provided that Sprint is not in breach of this Agreement, the prices, terms and conditions, viewed collectively, offered to Sprint by the Alliances for PCS/LTE Services shall be no less favorable than the prices, terms and conditions, viewed collectively, offered by the Alliances in the Markets to any other customer under reasonably comparable circumstances and quantities for substantially similar services.

Schedule 3

Billing Methodology (VOICE, DATA, DIPS)

1. Definitions

“*Call Detail Record*” or “*Voice CDR*” means a billing record generated from a voice call.

“*Charging Data Record*” or “*LTE CDR*” means a billing record generated from an LTE data session.

“*Event*” means a 1xRTT, EVDO or LTE data record on the Alliances’ network.

“*IP Data Record*” or “*IPDR*” means IP Data Record, or a billing Event generated from a 1xRTT or EVDO packet data session.

“*Kilobyte*” or (“*KB*”) means 1,024 Bytes.

“*Megabyte*” or (“*MB*”) means 1,024 Kilobytes or 1,048,576 Bytes

“*MSID*” means the Mobile Station Identification number belonging to a Participant.

“*Originating*” means a Participant initiating a call.

“*Other*” means a non-Sprint carrier with whom NTELOS may or may not have a data roaming agreement.

“*Participant*” means any subscriber involved in a particular call, either actively or by proxy (as in the case of call forwarding).

“*Sprint Home Customer*” means a Sprint Customer homed to the Alliances network as contemplated by Schedule 2 of this Agreement.

“*Sprint Travel Customer*” means a Sprint Customer not homed to the Alliances network as contemplated by Schedule 2 of this Agreement.

“*Terminating*” means a Participant receiving a call.

2. Sprint Home Customer and Sprint Travel Customer Categorization

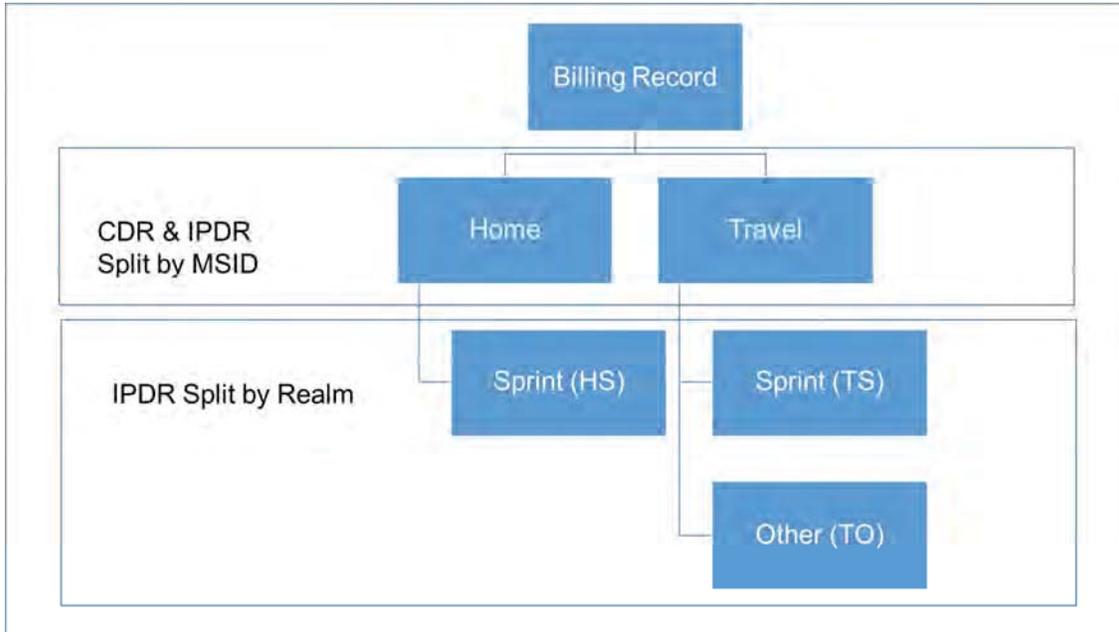
2.1. Methodology

CDR’s and IPDR’s are first differentiated by MSID into “Home” or “Travel” categories, and then the IPDR’s are further differentiated by Internet domain into “Sprint”, or “Other”. This yields three (3) possible billing categorizations:

Home-Sprint (HS): Records with a Home MSID and a Sprint domain.

Travel-Sprint (TS): Records with a Travel MSID and a Sprint domain or an MVNO domain.

Travel-Other (TO): Records with a Travel MSID and neither a Sprint domain or an MVNO domain nor an nTelos domain.



3. Voice Billing

3.1. Methodology:

For purposes of ensuring uniformity across all switching platforms, each CDR generated by the Alliances is disassembled into its distinct segments, each representing the Participant to be billed. Some switches automatically perform this segmentation, as with Lucent, and others do not, as with Nortel. For those that do not, this segmentation is performed by downstream systems to ensure uniform billing. In some cases, the existence of one type of billable segment mitigates the need to bill for another type of segment, but in all cases disposition is determined for each segment.

Each call segment will be measured to the nearest second for billing purposes.

3.2. Voice Call Rating Application:

3.2.1. [Begin Confidential Information] Sprint Home

[Redacted]

[Redacted]

[Redacted] [End Confidential Information]

3.2.2. Sprint Travel Customers

All voice calls Originating from or Terminating to a Sprint Travel Customer will be rated according to the Travel Voice Rate set forth in Schedule 2 of this Agreement.

4. 1xRTT and EVDO Data Billing

4.1. Methodology:

1xRTT and EVDO data billing between the Alliances and Sprint is for all Sprint Home Customer or Sprint Travel Customer originated data sessions on the Alliances' Network. 1xRTT and EVDO data sessions create data records called IPDR's that are recorded onto Sprint owned equipment. IPDR's are collected and translated by Sprint and sent to the Alliances for processing. The Alliances decode the IPDR's to billing Events and collect the number of kilobytes per session along with other event information. This information is aggregated and sent to Sprint for payment per the Agreement.

4.2. Data Rating Application

Each 1xRTT or EVDO data session creates a series of billing record Events. The relevant record types are START, INTERIM, and STOP.

START Records: These records are created upon the initiation of a data session and include the username, AAA IP address, and other relevant data.

INTERIM Records: These records are created at pre-defined intervals as a method of tracking current activity.

STOP Records: These records are created when the data session ends. They show, among other things, the total bytes transferred between the data device and the network during the session.

For each billing period, the Alliances will query the IPDR's sent and select the STOP record Events – meaning that a session has completed – and sum the fields showing total bytes transferred for the sessions.

4.2.1. [Begin Confidential Information] [REDACTED]

[REDACTED]

[REDACTED] [End Confidential Information]

4.2.2. Sprint Travel Customers.

All 1xRTT or EVDO Events by a Sprint Travel Customer will be rated according to the Travel Data Rates set forth in Schedule 2 of this Agreement. For the purpose of clarity, as it relates to 1xRTT and EVDO rating and billing, Sprint Travel Customer Events includes all Events categorized as Travel-Sprint (TS) and Travel-Other (TO) as described in Section 2.1 of this Schedule 3 to this Agreement.

For Sprint Travel Customers, the sum of all usage as determined by the Stop Record Events is then divided by 1,048,576 to convert bytes into megabytes. Wholesale billing for these categories is calculated based on the sum total of MB for the period selected multiplied by the applicable rate per MB.

5. LTE DATA BILLING

5.1. Methodology:

LTE data billing between the Alliances and Sprint is for Sprint originated data sessions on the Alliances' Network. LTE data sessions create data records called Charging Data Records (LTE CDR's) that are recorded onto both Sprint and Alliances owned equipment. LTE CDR's are collected and translated by the Alliances. The Alliances decode the LTE CDR's to billing events and collect the number of kilobytes per session along with other event information. This information is aggregated and sent to Sprint for payment per the Agreement.

5.1.1. Rating for Updated Core Features:

[Begin Confidential Information]



[End Confidential

Information]

5.2. Data Rating Application

Each LTE data session creates a series of billing record Events. The relevant record types are START, INTERIM, and STOP.

START Records: These records are created upon the initiation of a data session and include the username, HSS IP address, and other relevant data.

INTERIM Records: These records are created at pre-defined intervals as a method of tracking current activity.

STOP Records: These records are created when the data session ends. They show, among other things, the total bytes transferred between the data device and the network during the session.

For each billing period, the Alliances will query the LTE CDR's and select the STOP record Events – meaning that a session has completed – and sum the fields showing total bytes transferred for the sessions.

5.2.1. [Begin Confidential Information]

[Redacted text block]

[End Confidential Information]

5.2.2. Sprint Travel Customers

All LTE Events by a Sprint Travel Customer will be rated according to the Travel Data Rates set forth in Schedule 2 of this Agreement.

For Sprint Travel Customers, the sum of all Sprint Travel Customer usage as determined by the Stop Record Events is then divided by 1,048,576 to convert bytes into megabytes. Wholesale billing for these categories is calculated based on the sum total of MB for the period selected multiplied by the applicable rate per MB.

Schedule 4

Network Performance Standards and Requirements

The table below provides minimum performance standards related to a number of key network metrics. It is understood and agreed that there are any number of additional network metrics that could be added to this table but these are the key metrics that most readily assess the overall performance of the network.

Alliances Network Performance Requirements	Minimum Performance Standard	Compliance Date	Supporting Documentation	Initial Certification	Recurring Certification
Blocks (1X Voice) (total voice blocked calls) / (total voice attempted calls)	<= 1%	Ongoing	<ul style="list-style-type: none"> KPI Reports <u>Schedule 4</u> Exhibit 1 (SLA) 	No	Monthly
Drops (1X Voice) (voice lost calls + voice dropped calls) / (voice established calls)	<= 1%	Ongoing	<ul style="list-style-type: none"> KPI Reports <u>Schedule 4</u> Exhibit 1 (SLA) 	No	Monthly
Base Transceiver Station (BTS) Availability (total seconds – total BTS out-of-service seconds) / total seconds)	>=99.7%	Ongoing	<ul style="list-style-type: none"> KPI Reports <u>Schedule 4</u> Exhibit 1 (SLA) 	No	Monthly
Mobile Switching Center (MSC) Availability (total seconds - total MSC outage seconds) / (total seconds)	>=99.997%	Ongoing	<ul style="list-style-type: none"> KPI Reports <u>Schedule 4</u> Exhibit 1 (SLA) 	No	Monthly
Drops (EVDO Data) (lost connections + dropped connections) / (established connections)	<= 1%	Ongoing	<ul style="list-style-type: none"> KPI Reports <u>Schedule 4</u> Exhibit 1 (SLA) 	No	Monthly
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Intentionally Blank					

The Parties acknowledge that during the LTE deployment process the Alliances network may suffer some level of temporary performance degradation. During the LTE deployment, degradation that occurs that is a direct result of the deployment process will be excluded from KPI calculations. However, if the Alliances desire to exclude such LTE deployment performance data during the LTE deployment, they must provide accompanying documentation to support the need for the exclusion.

The Parties further agree to the following process and conditions:

1. As part of initial LTE Deployment, the Alliances will install a **[Begin Confidential Information]** [REDACTED] **[End Confidential Information]** Ethernet circuit at each LTE site. Each LTE site shall have a minimum Ethernet bandwidth capacity of **[Begin Confidential Information]** [REDACTED] **[End Confidential Information]** however, such minimum Ethernet bandwidth requirement shall not apply to atypical cell site configurations within the Markets (e.g., small cells, distributed antenna systems, cell on wheels, etc.). The Alliances will increase the initial **[Begin Confidential Information]** [REDACTED] **[End Confidential Information]** Ethernet bandwidth capacity to serve a given Site as necessary to meet the needs of Sprint and Alliances customers. For the avoidance of doubt, the Alliances agree to provide high speed circuits with sufficient bandwidth to meet the performance requirements set forth in the Agreement.
2. Within 200 days following the Effective Date the Parties will establish mutually agreed upon performance requirements, minimum performance standards and Service Level Agreements (“SLAs”) for LTE service within the Markets. Such LTE performance requirements, minimum performance standards will be set at standards similar to that of Sprint for its own network in Sprint markets with substantially similar characteristics as the Markets (e.g., density, topography, and customer base).
3. At Sprint’s request, the Alliances will work with Sprint to provide connectivity and access to raw network performance data such that Sprint can post-process said data via Sprint’s network performance tools. Sprint will be responsible for all costs associated with establishing such connectivity, access, and processing.

Sprint / Alliances Network Connectivity Requirements	Minimum Standard	Compliance Date	Supporting Documentation	Recurring Certification
<p>Voice National Platform Connectivity</p> <ul style="list-style-type: none"> • Voicemail (VMS) • Operator Services (OS) • Directory Assistance (DA) • Sprint Customer Solutions • SS7 – Based National Platforms: <ul style="list-style-type: none"> • Home Location Register (HLR) • SMSC • Location-Based Services • SDHLR 	<ul style="list-style-type: none"> • VMS: N+1 DS-1's directly connected to Sprint VMS platform; switched connectivity for VMS redirect allowed if no Sprint subs are homed to the Alliances MSC. • OS: Switched circuit from the Alliances MSC to Sprint POP (PIC 177). • DA: Direct trunk from the Alliances MSC to Sprint DA vendor POP. • Sprint Customer Solutions: Direct trunk to Sprint POP (PIC 333). • SS7 - Based National Platforms: Diverse SS7 connectivity via SS7 Gateway Provider. • SMSC – Connectivity to Sprint MO SMSC for messages originated by Sprint subs; MT via SS7 connectivity 	Ongoing	N/A	Certification by Exception
<p>Sprint 1xRTT and EVDO Core Data Network Connectivity</p> <p>The Alliances MSC PCF (Packet Control Function) connectivity to Sprint owned and operated Packet Data Service Node (PDSN) and Inter-Networking Function (IWF) Platform</p>	<ul style="list-style-type: none"> • Sprint is responsible for MSC PCF connectivity to Sprint owned and operated PDSN and IWF platform. • Sprint is responsible for all Sprint Core Data Network Connectivity from Sprint owned and operated Packet Data Service Node (PDSN) and Inter-Networking Function (IWF) Platform 	Ongoing	N/A	Certification by Exception
Sprint LTE Core Data Network Connectivity	<ul style="list-style-type: none"> • Secure GMPLS circuits for S6a and S8 interfaces 	Ongoing	IRSA Exhibit G	Certification by Exception

Alliances Network Operations Requirements	Minimum Standard	Compliance Date	Supporting Documentation	Recurring Certification
Digit Translations Standards	Transparent customer experience for Sprint PCS subscribers operating in Alliances Resale coverage areas.	Ongoing	Sprint Translations Standards	Certification by Exception
SS7 Interconnection (Switches and Translations)	Fully diverse SS7 transport between MSC and Gateway STP Pair	Ongoing	<ul style="list-style-type: none"> Sprint Translations Standards 	Certification by Exception
Sprint and MVNO Prepaid Support	IS-826 WIN Triggers	Ongoing	<ul style="list-style-type: none"> Sprint Translations Standards 	Certification by Exception
Announcements	Sprint customers routed to generic announcements	Launch		Certification by Exception
Sprint Wireless National Operations Control Center (NOCC) and Escalations	Notification to Sprint NOCC of outages on Alliances network	Ongoing	<u>Schedule 4 Exhibit 1 (SLA)</u>	Daily
Alarms	Notification to Sprint NOCC of outages on Alliances network pursuant to <u>Schedule 4 Exhibit 1 (SLA)</u>	Ongoing	<u>Schedule 4 Exhibit 1 (SLA)</u>	Preventive Maintenance
Disaster Preparedness & Recovery	Disaster Preparedness Plan (DPP) completed and on file at Sprint PCS NOCC	Ongoing		Preventive Maintenance

Alliances Outage Management & MTTR	Minimum Performance Level	Compliance Date	Supporting Documentation	Recurring Certification
Network Outage Management and Mean Time to Repair (MTTR) Goals	<ul style="list-style-type: none"> • Trouble Severity (TS) 1 events cleared < 2 hours • TS2 events cleared < 3 hours • TS3 & TS4 events cleared < 5 hours 	Ongoing	Schedule 4 Exhibit 1 (SLA)	Daily/Hourly/Monthly
Customer Trouble Ticket Mean Time To Repair (MTTR) without dispatch	<ul style="list-style-type: none"> • Trouble Severity (TS) 1 events cleared < 4 hours • TS2 events cleared < 8 hours • TS3 & TS4 events cleared < 24 hours 	Ongoing	Schedule 4 Exhibit 1 (SLA)	Daily/Hourly/Monthly
Customer Trouble Ticket Mean Time To Repair (MTTR) with dispatch	<ul style="list-style-type: none"> • Trouble Severity (TS) 1 events cleared < 8 hours • TS2 events cleared < 12 hours • TS3 & TS4 events cleared < 36 hours 	Ongoing	Schedule 4 Exhibit 1 (SLA)	Daily/Hourly/Monthly

Exhibit 1

To Schedule 4

Network Service Level Agreement

1. INTRODUCTION.

As used in this Service Level Agreement (“SLA”), “Network” means the Alliances Network.

The purpose of this SLA is to establish a cooperative partnership between the Alliances and Sprint by clarifying roles and expectations, providing mechanisms for resolving problems and providing financial remedies to Sprint for failure to meet certain service levels. The terms of this SLA are subject to all the terms of the Agreement, including without limitation the network specifications in Schedule 4. The remedies contained in this SLA are in addition to any other remedies available to Sprint under the Agreement.

The Alliances will provide twenty four hour a day seven days a week Tier 1 technical support for the Alliances switching and radio frequency (RF) elements within the Markets. Said technical support shall include:

- System maintenance required on the Alliances switching and RF elements to support Sprint services.
- Ordering of Type II facilities required in support of Sprint Customers for local calling services.
- Provisioning of DS1’s from demuxed DS3’s in support of Sprint NATPLAT services.
- Provisioning of Clear Channel DS3’s in support of Sprint OSSN services.
- Translations of network switching elements in support of Sprint customers.
- Resolution of Sprint trouble tickets reported to the Alliances on RF, translations, and roaming issues.

NETWORK SWITCHING ELEMENTS: Network switching elements are those elements within the Alliances Network required to support Sprint local, NATPLAT, and 3G Data Services. This includes, but is not limited to, the Alcatel Lucent Flexent Packet Switch, Cisco MGX, Cisco CAT, STP, Tellabs DACS or other de-muxing equipment, and facility backhaul network equipment.

RF ELEMENTS: RF elements are those elements within the Alliances Network required to provide RF coverage within the Markets. This includes, but is not limited to, Alcatel-Lucent base stations, repeaters, antennas, lines, and jumpers.

SYSTEM MAINTENANCE: System maintenance is described in two categories, preventative maintenance (“PM”) and emergency maintenance (“EM”). Any routine

PM on network switching elements will be performed during the maintenance window of 00:00 to 06:00, unless circumstances require the maintenance to occur outside of the maintenance window. EM will be performed on an as needed basis.

The Alliances represent that routine PM will not normally result in service interruptions. In the event that PM requires the interruption of service, to the extent possible, the Alliances will notify the designated Sprint point of contact identified within this Exhibit 1 to Schedule 4 to the Agreement.

TRANSLATION MAINTENANCE: Translation maintenance is the modification, addition, or deletion of routing plans within the Alliances Network switching elements supporting Sprint. The switching elements include, but are not limited to, the Flexent Packet Switch in support of call routing, Tellabs DACS in support of facility services, STP in support of call routing, ECP in support of RF network, RNC network in support of 3G Data Services and fiber network in support of facilities backhaul network.

PROJECT: Projects are described in one of two ways. First, any translations support required for facilitating new or modified service offerings by Sprint within the Markets, and second, any operations support required for facilitating new or modified service offerings by Sprint within the Markets. Sprint will provide the Alliances sixty (60) days advance written notice, and include a detailed Method of Procedure (“MOP”), when translation and/or operation support is required from the Alliances. Within ten (10) business days of receiving the written notice the Alliances and Sprint agree to jointly review the MOP to ensure the potential impacts of the requested change is thoroughly analyzed. If the MOP review reveals that there would be a detrimental impact to Sprint or the Alliances Customers if the project were undertaken the requested change will not be implemented. If it is deemed that the requested change does not have a detrimental impact, the Alliances and Sprint will jointly develop an implementation schedule.

FACILITY SERVICES: Facility services shall be defined as any connectivity (e.g., DS0, DS1, DS3, OC3, OC12, OC48, etc.) required by Sprint to interconnect with the Mobile Telephone Switching Offices (MTSO’s) on the Alliances Network to support Local calling services, NATPLAT, OSSN or 3G Data services. For the Alliances to ensure capacity requirements are met, Sprint must provide the Alliances with quarterly forecasts of facility services requirements. The Facility Services Process is described below:

Facility Services Process

- Channelized DS3 demarcation point (DeMuxed DS3 Demarc) will be defined as the established DS1 DSX panel locations within the MTSOs.
- DS3 demarcation point (DS3 Demarc) will be defined as DS3 connectivity to the DS3 DSX point locations within the MTSOs.
- Wireless Operations will be responsible for the Facility Services cross-connection and maintenance of said cross-connections from the DeMuxed

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DS3 Demarc and the DS3 Demarc to appropriate locations within the MTSO locations.

- Subject to the prior written approval of the Alliances, Sprint shall be responsible for the delivery of Facility Services to the DS3 Demarc and the DeMuxed DS3 Demarc within the MTSO locations.
- Sprint will use the Alliances' Wireless Network Provisioning management as primary contact for Facility Services design and implementation projects from the DeMuxed DS3 Demarc and the DS3 Demarc to appropriate locations within the MTSO locations.

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- Sprint will use the Alliances' Wireless Operations management as primary contact for Facility Services testing and activation, as well as Facility Services trouble resolution from the DeMuxed DS3 Demarc and the DS3 Demarc to appropriate locations within the MTSO locations.
- The Alliances Facility Services Process is a thirty (30) business day time interval (Time Interval).
- Time Interval commences on the date of Sprint submittal of a completed Special Circuit Request order (SCR) to NTELOS Wireless Network Provisioning (Wirelessprovisioning@NTELOS.com).
- A completed SCR shall include the following:
 1. Circuit identification of backhaul facility;
 2. Time Slot on backhaul facility;
 3. Sprint circuit identification of switch facility within the MTSO;
 4. Sprint Purchase Order Number (PON);
 5. Sprint FP number(s);
 6. Sprint Trunk Group Number;
 7. Trunk Circuit Identification Code(s) (TCICs);
 8. Requested due date;
 9. Contact information for Sprint personnel;
 10. Sprint Switch Common Language Location Identification (CLLI) for the terminating switch;
 11. Sprint Point Code for the terminating switch; and
 12. NTELOS Trunk Group name.
- Sprint changes to a submitted SCR may prolong stated Time Interval.
- For new trunk groups, the Alliances will be responsible for assigning trunk group administration numbers and trunk group names.

NETWORK TROUBLE MANAGEMENT AND OPERATIONAL PROCEDURES:

NETWORK OUTAGE NOTIFICATIONS: The Alliances will provide notification to the Sprint NOCC of network outages and resolution thereof for TS1, TS2 and TS3 network events via the CMC/NetSmart application. Sprint will be responsible for providing the Alliances access to the CMC/NetSmart system.

CUSTOMER TROUBLE TICKET MANAGEMENT: The Alliances will respond to Sprint's customer trouble tickets using Sprint's Clarify trouble ticketing system via connectivity to CITRIX.

Alliances Operational and Engineering Contacts

NTELOS GNOC (twenty four hours a day seven days a week coverage)
(800) 566-9568
(972) 477-2124
ntelos-t1-ops-support@alcatel-lucent.com
ntelos-t2-ops-support@alcatel-lucent.com

Joe Tauchen
Director of RF Engineering and Network Operations
[Begin Confidential Information] [REDACTED]
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2. NETWORK PERFORMANCE COMMITMENTS.

The Alliances Network Performance SLAs are measured across specific Alliances Network elements, and apply to sites on the Alliances platforms as stipulated in Schedule 4. In addition to Sprint’s remedies available to it under the Agreement, if the Alliances fail to attain these objectives, the Alliances will provide a service credit as provided below. In addition, the Alliances will develop and implement a commercially reasonable plan (herein referred to as a “Get Well Plan”) to attain the objective and will share that plan with Sprint.

2.A. NETWORK BLOCK RATE (Voice & Data).

2.A.1. Network Block Commitment.

- Definition – Percentage of total blocked call attempts to total call attempts--measured each hour--must be less than that set forth in Schedule 4 (“Network Block Commitment”).
- Network Block Rate:

Definition - Total blocked calls for all cell site sectors over all of the Markets during the weekday bouncing hour / Total attempted calls for all cell site sectors over all of the Markets during the weekday bouncing busy hour (“Network Block Rate”).

2.A.2. Network Block Validation.

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The Alliances will provide to Sprint on a monthly basis the actual Network Block Rate in a summary report format.

2.A.3. Network Block Service Credit.

If the actual Network Block Rate fails to meet the Network Voice Block Commitment for any calendar month during the term of the Agreement, Sprint will notify the Alliances of such failure at which time the Alliance will provide Sprint with a Get Well Plan within fifteen (15) days of notification. The Alliances will have two (2) months after Sprint's receipt of the Get Well Plan in which to cure. If after such two (2) month cure period the Alliances do not meet or exceed such Network Block Commitment in the month following expiration of the two (2) month cure period, the Alliances will issue a service credit to Sprint equal to one percent (1%) of Sprint's total Fixed Fee for the month following the expiration of cure period and for each consecutive month thereafter in which such failure continues. Approved service credit(s) will be applied to Sprint's invoice during the next available bill cycle.

2.B. NETWORK DROP RATE (1X Voice).

2.B.1. Network Drop Commitment.

- Definition – Percentage of established voice calls that were lost as a result of mobile equipment problems, RF failure (loss of continuity in traffic going from mobile to cell site), cell site problems, and switch hardware/software failures--must be less than that set forth in Schedule 4 (“Network Drop Commitment”).
- Network Drop Rate

Definition – (Weekday Voice Lost calls between midnight and 1:00 am and 6:00 am and midnight + Weekday Voice Dropped calls between midnight and 1:00 am and 6:00 am and midnight) / (Weekday established calls between midnight and 1:00 am and 6:00 am and midnight) (“Network Drop Rate”).

2.B.2. Network Drop Validation.

The Alliances will provide to Sprint on a monthly basis the actual Network Drop in summary report format.

2.B.3. Network Drop Service Credit.

If the actual Network Drop Rate fails to meet the Network Drop Commitment for any calendar month during the term of the Agreement, Sprint will notify the Alliances of such failure at which time the Alliances will provide Sprint with a Get Well Plan within fifteen (15) days of notification. The Alliances will have two (2) months after Sprint's receipt of the Get Well Plan in which to cure. If after such two (2) month period

the Alliances do not meet or exceed such Network Drop Commitment in the month following the expiration of the two (2) month cure period, the Alliances will issue a service credit to Sprint equal to one percent (12%) of Sprint's Fixed Fee for the month following the expiration of cure period and for each consecutive month thereafter in which such failure continues. Approved service credit(s) will be applied to Sprint's invoice during the next available bill cycle.

2.C NETWORK ELEMENT AVAILABILITY

2.C.1. Network Element Availability Commitment.

- Definition - Unplanned network element outage resulting in a total call processing outage that does not meet the requirements set forth in Schedule 4 ("Network Element Availability Commitment").

- BTS Availability Rate

Definition—(total seconds between midnight and 1:00 am and 6:00 am and midnight – total BTS outage seconds between midnight and 1:00 am and 6:00 am and midnight) / (total seconds between midnight and 1:00 am and 6:00 am and midnight) ("BTS Availability")

- MSC Availability Rate

Definition—(total seconds excluding periods of planned maintenance – total MSC outage seconds excluding those during periods of planned maintenance) / (total seconds excluding periods of planned maintenance) ("MSC Availability")

2.C.2. Network Element Validation.

The Alliances will provide to Sprint on a monthly basis the actual Network Element Availability for each Network Element included in 2.C.1 in a summary report format.

2.C.3. Network Element Availability Service Credit.

If any Network Element listed above in 2.C.1 fails to meet the Network Element Availability Commitment for any calendar month during the term of the Agreement, Sprint will notify the Alliances of such failure at which time the Alliances will provide Sprint with a Get Well Plan within (15) days of notification. The Alliances will have two (2) months after Sprint's receipt of the Get Well Plan in which to cure.

If after such two (2) month period the Alliances do not meet or exceed objectives stipulated in Schedule 4 for BTS and MSC Availability in the

month following the expiration of the two month cure period, the Alliances will issue a service credit to Sprint equal to one percent (1%) of Sprint's Fixed Fee for the month following the expiration of the cure period and for each consecutive month thereafter in which such failure continues. Approved service credit(s) will be applied to Sprint's invoice during the next available bill cycle.

2.D. NETWORK DROP RATE (EVDO).

2.B.1. Network Drop Commitment.

- Definition – Percentage of established EVDO calls that were lost as a result of mobile equipment problems, RF failure (loss of continuity in traffic going from mobile to cell site), cell site problems, and switch hardware/software failures--must be less than that set forth in Schedule 4 ("Network EVDO Commitment").
- Network EVDO Drop Rate

Definition – (Weekday EVDO Lost connections between midnight and 1:00 am and 6:00 am and midnight + Weekday EVDO Dropped connections between midnight and 1:00 am and 6:00 am and midnight) / (Weekday EVDO established connections between midnight and 1:00 am and 6:00 am and midnight) ("Network EVDO Drop Rate").

2.B.2. Network Drop Validation.

The Alliances will provide to Sprint on a monthly basis the actual Network Drop in summary report format.

2.B.3. Network Drop Service Credit.

If the actual Network EVDO Drop Rate fails to meet the Network EVDO Drop Commitment for any calendar month during the term of the Agreement, Sprint will notify the Alliances of such failure at which time the Alliances will provide Sprint with a Get Well Plan within fifteen (15) days of notification. The Alliances will have two (2) months after Sprint's receipt of the Get Well Plan in which to cure. If after such two (2) month period the Alliances do not meet or exceed such Network Drop Commitment in the month following the expiration of the two (2) month cure period, the Alliances will issue a service credit to Sprint equal to one percent (1%) of Sprint's fixed monthly fee for the month following the expiration of cure period and for each consecutive month thereafter in which such failure continues. Approved service credit(s) will be applied to Sprint's invoice during the next available bill cycle.

Schedule 5

Alliances and Sprint Representatives

Alliances: Phil Nelson

Director, Carrier Relations
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Waynesboro, VA 22980

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Schedule 6

Core Features, Services and Trusted Delivery Process

I. Core Features and Services

A. CDMA Network

The Alliances will continue to maintain and support its CDMA Radio Access Network and CDMA Core Switching Network (collectively referred to as “CDMA Network”) throughout the duration of the Resale Agreement in a manner sufficient to support Sprint and its customers unless the Alliances and Sprint mutually agree that the continued support of the CDMA Network is unnecessary; or, the Alliances primary CDMA Network vendor discontinues support for a material aspect of its CDMA Network, *provided that* the given vendor support is generally discontinued as to all of such vendor’s customers.

B. LTE Network and CDMA Network – Software

The Alliances will ensure that all major network elements (as identified below) within its LTE Core Network and its LTE Radio Access Network (collectively referred to as “LTE Network”), as well as its CDMA Network will remain current from a software perspective, and in no instance shall the Alliances be more than two (2) generally available software releases behind the latest generally available software release available to the Alliances from its CDMA Network and LTE Network vendors, unless there are valid technical reasons for not performing a particular upgrade. In the event the Alliances are unable to remain no more than two (2) releases behind the latest generally available software release, the Alliances will provide Sprint with written justification inclusive of valid technical reasons for not performing a particular upgrade and will make best efforts to work with their vendor(s) and Sprint to rectify the situation. Notwithstanding the foregoing, upon a written request from Sprint, the Alliances agree to promptly deploy any generally available software release that Sprint has had deployed in Sprint’s network for six (6) months or more.

The following is a list of “major” network elements:

- CDMA Radio Access Network (1X and EVDO)
- CDMA Core Switching Network
- LTE Core Network
 - S-Gateway
 - Mobility Management Entity
 - Diameter Routing Agent
 - DNS servers
- LTE Radio Access Network

C. LTE Network

The Alliances will support the following features with the completion of its initial LTE launch: **[Begin Confidential Information]**

• [Redacted]
 [Redacted]
 [Redacted] [End Confidential Information]

As part of the Alliances LTE Network deployment, the Alliances will purchase the same feature set from its RAN vendor that Sprint has purchased (i.e., Sprint’s LTE feature Software Subscription Program). However, there are numerous features that Sprint has not purchased, and therefore by extension the Alliances will not purchase. The unpurchased features include, but are not limited to [Begin Confidential Information], [Redacted]

[Redacted] [End Confidential Information]

D. Sprint Technology Roadmap

Unless otherwise mutually agreed upon, the Alliances and Sprint will meet twice annually (e.g., May and September of each calendar year), to review Sprint’s Technology Road Map. This review will serve as the basis for the Alliances LTE Network and CDMA Network planning process. To the extent there are features and services Sprint requires the Alliances to support, said features and services will be communicated to the Alliances during these meetings. The Alliances will implement said features in accordance with the timeframes established in section 7.2.2 of the Resale Agreement, provided the feature is available to the Alliances from its CDMA Network and LTE Network vendors.

II. Trusted Delivery Process

Sprint and the Alliances will collaborate on the network design, operations and devices in an effort to meet all of the network and service requirements under the Agreement. With respect to the Alliances’ respective CDMA Network and LTE Network (collectively, “the Alliances Network”), within the 200-day process referred to in Schedule 4 and Section 7.2.1 of the Agreement, the parties’ will also mutually agree and amend this Agreement to include a process to address additional Sprint security obligations, if any (“Trusted Delivery Process”). Sprint agrees to work with the Alliances to leverage its existing processes and vendor relationships to reduce the requirements placed on the Alliances under the Trusted Delivery Process, to the extent reasonably possible. In the event that the parties are unable, for any reason, to mutually agree to a Trusted Delivery Process as contemplated by this Schedule 6, either party may, by giving written notice to the other party, have such Trusted Delivery Process determined through mandatory arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the Trusted Delivery Process rendered

by the arbitrator(s) shall be binding upon the parties and may be enforced in any court having competent jurisdiction.

Schedule 7

LTE Markets / Carrier Deployment Plan

Table 1

			LTE Carrier Deployment Plan		
Market	State	Total Cell Sites	1900 MHz 5X5 LTE Carrier	800 MHz LTE and Voice	2500 MHz LTE
Charlottesville	VA	[Begin Confidential Information]	■	■	■ [End Confidential Information]
Staunton / Waynesboro	VA	[Begin Confidential Information]	■	■	■ [End Confidential Information]
Roanoke	VA	[Begin Confidential Information]	■	■	■ [End Confidential Information]
Lynchburg	VA	[Begin Confidential Information]	■	■	■ [End Confidential Information]
Martinsville	VA	[Begin Confidential Information]	■	■	■ [End Confidential Information]
Danville	VA	[Begin Confidential Information]	■	■	■ [End Confidential Information]
Charleston	WVA	[Begin Confidential Information]	■	■	■ [End Confidential Information]
Huntington	WVA	[Begin Confidential Information]	■	■	■ [End Confidential Information]
Beckley	WVA	[Begin Confidential Information]	■	■	■ [End Confidential Information]
Bluefield	WVA	[Begin Confidential Information]	■	■	■ [End Confidential Information]
Morgantown	WVA	[Begin Confidential Information]	■	■	■ [End Confidential Information]
Clarksburg	WVA	[Begin Confidential Information]	■	■	■ [End Confidential Information]

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		Information] ■			Information]
Fairmont	WVA	[Begin Confidential Information] ■	■	■	■ [End Confidential Information]
Total Sites		[Begin Confidential Information] ■	■	■	■ [End Confidential Information]

1 - There is one more 800 MHz site than 1900 MHz sites in the Martinsville, VA BTA because, as of the Effective Date, it is anticipated that in such BTA an additional 800 MHz-only site is needed to cover approximately 13,000 additional pops to meet license protection for call sign WPO1328. As promptly as reasonably practicable following the Effective Date, the parties will a) mutually determine if the single additional site is sufficient to provide the necessary license protection for such call sign area, b) agree to a mutually acceptable design to be used to enable adequate license protection for such call sign area, and c) amend this Agreement as may be necessary to reflect such mutual determination and implementation of the acceptable design.

[Begin Confidential Information] [REDACTED]
[End Confidential Information]

For the purposes of this Schedule 7, a “Site” means the physical location (e.g., tower) at which all equipment necessary to provide PCS/LTE Service is deployed, and a “Carrier” means the deployment of such equipment at a given Site to enable the provision of PCS/LTE Services on a given spectrum band. Site/Carrier counts are identified in Table 1 as of 4/30/14. All deployment plans are based on the Site/Carrier counts identified within Table 1. **[Begin Confidential Information]**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[End Confidential Information]

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(iv) Each LTE Deployment end date identified in clause (i), (ii) and (iii) above shall be extended to the shortest additional amount of time reasonably necessary to account for any material delay in the LTE Deployment that is proximately caused by (a) a force majeure event as set forth in the Resale Agreement, or (b) acts or omissions by Sprint or any of its Affiliates, or any other entity or person acting directly or indirectly on behalf of Sprint or Sprint Affiliate; and

(v) The parties will work together in good faith to jointly optimize the LTE deployment, and maintain ongoing, periodic communications for the purpose of keeping Sprint reasonably informed regarding the continuing progress of the Alliances LTE deployment efforts.

Following the LTE Deployment dates set forth in clauses (i), (ii) and (iii) above (or, if applicable, any such extended date pursuant to clause (iv) above), Sprint shall have 90 days following each such date to give written notice to the Alliances of any alleged material noncompliance with the requirements under this Schedule 7. Upon any such timely notice, the Alliances shall endeavor in good faith to expeditiously cure any such undisputed material non-compliance. If after 120 days following the notice date of such non-compliance, the Alliances fail to cure such undisputed material non-compliance, Sprint may assert any claim under Section 14.1 of the Resale Agreement.

With the exception of Sprint's PCS G-Block spectrum which the Alliances will use to deploy a commercial LTE network within the Markets, the Alliances will continue to protect Sprint's PCS spectrum licenses identified in Schedule 1-B as needed for the duration of the Resale Agreement in accordance with the network deployment in place for said perfection at the time of the signing of the Resale Agreement. Subject to channel co-ordination between the parties, the Alliances may use any portion of Sprint's PCS spectrum identified in Schedule 1-B within the Markets for commercial traffic for the purposes of license perfection or radio access network capacity.

Schedule 1A

Markets and NTELOS Applicable License Holders

BTA	License Holder	Minimum BTA Spectrum Holdings (MHz) within the 1900 MHz spectrum band
<u>Virginia BTAs</u>		
Danville, VA	VA Alliance	15
Lynchburg, VA	VA Alliance	15
Martinsville, VA	VA Alliance	15
Roanoke, VA	VA Alliance	15
Staunton-Waynesboro, VA	VA Alliance	15
Charlottesville, VA	VA Alliance	15
<u>West Virginia BTAs</u>		
Bluefield, WV	WV Alliance	15
Beckley, WV	WV Alliance	15
Charleston, WV	WV Alliance	15
Huntington, WV- Ashland, KY ¹	WV Alliance	15
Morgantown, WV	WV Alliance	15
Clarksburg/Elkins, WV	WV Alliance	10
Fairmont, WV	WV Alliance	15

¹ Other than Gallia and Greenup Counties (except that the Alliances maintain cell sites in Greenup, KY and Flatwoods, KY in Greenup County.)

Schedule 1B

Sprint Applicable License Holders

Licensee	Band	License ID	FCC Market name
APC PCS, LLC	1.9 GHz	KNLF200	Washington-Baltimore
WIRELESSCO, L.P.	1.9 GHz	KNLF241	Pittsburgh
SPRINTCOM, INC.	1.9 GHz	KNLH475	Beckley, WV
SPRINTCOM, INC.	1.9 GHz	KNLH479	Bluefield, WV
SPRINTCOM, INC.	1.9 GHz	KNLH489	Charleston, WV
SPRINTCOM, INC.	1.9 GHz	KNLH508	Danville, VA
SPRINTCOM, INC.	1.9 GHz	KNLH537	Huntington, KY
SPRINTCOM, INC.	1.9 GHz	KNLH562	Lynchburg, VA
SPRINTCOM, INC.	1.9 GHz	KNLH567	Martinsville, VA
SPRINTCOM, INC.	1.9 GHz	KNLH592	Roanoke, VA
SPRINTCOM, INC.	1.9 GHz	KNLH605	Staunton-Waynesboro, VA
Nextel Communications of the Mid-Atlantic, Inc.	1.9 GHz G-Block	WQKS987	Washington-Baltimore, DC-MD-VA-WV-PA
Nextel Communications of the Mid-Atlantic, Inc.	1.9 GHz G-Block	WQKS989	Richmond-Petersburg, VA
Nextel Communications of the Mid-Atlantic, Inc.	1.9 GHz G-Block	WQKS990	Staunton, VA-WV
Nextel Communications of the Mid-Atlantic, Inc.	1.9 GHz G-Block	WQKS991	Roanoke, VA-NC-WV
Nextel Communications of the Mid-Atlantic, Inc.	1.9 GHz G-Block	WQKS993	Pittsburgh, PA-WV
Nextel License Holdings 4, Inc.	1.9 GHz G-Block	WQKT263	Lexington, KY-TN-VA-WV
Nextel License Holdings 4, Inc.	1.9 GHz G-Block	WQKT264	Charleston, WV-KY-OH
Nextel License Holdings 1, Inc.	1.9 GHz G-Block	WQKV541	Greensboro-Winston-Salem-High Point, NC-VA
NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC.	800 MHz	WPLM582	Washington-Baltimore, DC-MD-VA-WV-PA
NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC.	800 MHz	WPLM583	Washington-Baltimore, DC-MD-VA-WV-PA
NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC.	800 MHz	WPLM589	Richmond-Petersburg, VA
Nextel WIP Expansion Two Corp.	800 MHz	WPLM591	Staunton, VA-WV

Licensee	Band	License ID	FCC Market name
Nextel WIP Expansion Two Corp.	800 MHz	WPLM592	Staunton, VA-WV
NEXTEL LICENSE HOLDINGS 1, INC.	800 MHz	WPLM597	Greensboro-Winston-Salem-High Point, NC-VA
NEXTEL LICENSE HOLDINGS 1, INC.	800 MHz	WPLM598	Greensboro-Winston-Salem-High Point, NC-VA
Nextel WIP Expansion Two Corp.	800 MHz	WPLM684	Charleston, WV-KY-OH
Nextel WIP Expansion Two Corp.	800 MHz	WPLM685	Charleston, WV-KY-OH
NEXTEL WIP LICENSE CORP.	800 MHz	WPOI322	Washington-Baltimore, DC-MD-VA-WV-PA
NEXTEL WIP LICENSE CORP.	800 MHz	WPOI323	Washington-Baltimore, DC-MD-VA-WV-PA
NEXTEL WIP LICENSE CORP.	800 MHz	WPOI325	Staunton, VA-WV
NEXTEL WIP LICENSE CORP.	800 MHz	WPOI326	Staunton, VA-WV
NEXTEL WIP LICENSE CORP.	800 MHz	WPOI328	Greensboro-Winston-Salem-High Point, NC-VA
NEXTEL WIP LICENSE CORP.	800 MHz	WPOI329	Greensboro-Winston-Salem-High Point, NC-VA
NEXTEL WIP LICENSE CORP.	800 MHz	WPOI378	Lexington, KY-TN-VA-WV
NEXTEL WIP LICENSE CORP.	800 MHz	WPOI379	Lexington, KY-TN-VA-WV
NEXTEL WIP LICENSE CORP.	800 MHz	WPOI413	Richmond-Petersburg, VA
NEXTEL WIP LICENSE CORP.	800 MHz	WPOI414	Richmond-Petersburg, VA
Nextel WIP Expansion Two Corp.	800 MHz	WPQS982	Pittsburgh, PA-WV
Nextel WIP Expansion Two Corp.	800 MHz	WPQS983	Pittsburgh, PA-WV
Nextel WIP Expansion Two Corp.	800 MHz	WPQT203	Washington-Baltimore, DC-MD-VA-WV-PA
Nextel WIP Expansion Two Corp.	800 MHz	WPQT204	Washington-Baltimore, DC-MD-VA-WV-PA
NEXTEL WIP LICENSE CORP.	800 MHz	WPQT206	Roanoke, VA-NC-WV
NEXTEL WIP LICENSE CORP.	800 MHz	WPQT235	Roanoke, VA-NC-WV

Licensee	Band	License ID	FCC Market name
Nextel WIP License Corp.	800 MHz	WPVQ580	Greensboro-Winston-Salem-High Point, NC-VA
Nextel WIP License Corp.	800 MHz	WPVQ581	Greensboro-Winston-Salem-High Point, NC-VA
Nextel WIP License Corp.	800 MHz	WPVV599	Greensboro-Winston-Salem-High Point, NC-VA
Nextel WIP License Corp.	800 MHz	WPVV600	Greensboro-Winston-Salem-High Point, NC-VA
NSAC, LLC	2.5 GHz BRS	B073	Charleston, WV
Clearwire Spectrum Holdings LLC	2.5 GHz BRS	B266	Lynchburg, VA
Clearwire Spectrum Holdings III, LLC	2.5 GHz BRS	WGW371	Roanoke, VA
NSAC, LLC	2.5 GHz BRS	WNTH507	Roanoke, VA
Clearwire Spectrum Holdings II LLC	2.5 GHz BRS	WNTH926	Roanoke, VA
Clearwire Spectrum Holdings III, LLC	2.5 GHz BRS	WQLW488	Morgantown, WV
NSAC, LLC	2.5 GHz BRS	WMY398	Charleston, WV
Alda Wireless Holdings, LLC	2.5 GHz BRS	WLW697	Danville, VA
NSAC, LLC	2.5 GHz BRS	WNTJ765	Huntington, WV
NSAC, LLC	2.5 GHz BRS	WNTJ808	Huntington, WV
NSAC, LLC	2.5 GHz BRS	B197	Huntington, WV-Ashland, KY
BLUE RIDGE PUBLIC TELEVISION, INC ¹	2.5 GHz EBS	WHR795	Roanoke, VA
The Salem City School Board ²	2.5 GHz EBS	WNC205	Roanoke, VA
The School Board of Roanoke County, Virginia ²	2.5 GHz EBS	WNC206	Roanoke, VA
THE BOTETOURT COUNTY SCHOOL BOARD ³	2.5 GHz EBS	WNC207	Roanoke, VA
VIRGINIA POLYTECHNIC INSTITUTE & STATE UNIVERSITY ²	2.5 GHz EBS	WNC983	Roanoke, VA
SCHOOL BOARD OF THE CITY OF ROANOKE ²	2.5 GHz EBS	WNC984	Roanoke, VA
BRIDGEWATER COLLEGE ²	2.5 GHz EBS	WNC654	Harrisonburg, VA

Licensee	Band	License ID	FCC Market name
AUGUSTA COUNTY SCHOOLS ²	2.5 GHz EBS	WNC651	Harrisonburg, VA

¹ leased to NSAC, LLC

² leased to Clearwire Spectrum Holdings III, LLC

³ leased to Alda Wireless Holdings, LLC

Schedule 8

1. Sprint Spectrum, L.P.
2. American PCS Communications, LLC
3. Sprint Telephony PCS, L.P.
4. PhillieCo, L.P.
5. SprintCom, Inc.
6. UbiquiTel Operating Company
7. Georgia PCS Management, LLC
8. Louisiana Unwired, LLC
9. Texas Unwired
10. Independent Wireless One Corporation
11. Northern PCS Services, L.L.C.
12. Gulf Coast Wireless Limited Partnership
13. Enterprise Communications Partnership
14. AirGate PCS, Inc.
15. Alamosa Missouri, LLC
16. Washington Oregon Wireless, LLC
17. Southwest PCS, L.P.
18. Texas Telecommunications, LP
19. Alamosa Wisconsin Limited Partnership
20. iPCS Wireless, Inc.
21. Horizon Personal Communications, Inc.
22. Bright Personal Communications Services, LLC
23. Virgin Mobile USA, L.P.
24. Assurance Wireless of South Carolina, LLC
25. Clearwire Communications LLC
26. Clear Wireless LLC

Schedule 9

Sprint Comparable Markets

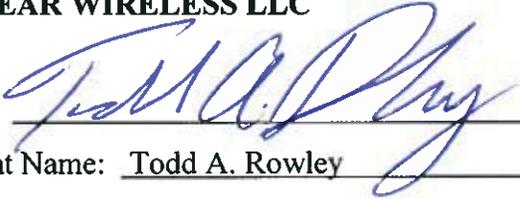
NTELOS Markets		
BTA	Market	Total BTA POP's
376	Roanoke, VA	712,030
73	Charleston, WV	476,635
197	Huntington / Ashland, WV	372,162
75	Charlottesville, VA	271,937
82	Clarksburg, WV	196,833
266	Lynchburg, VA	178,378
104	Danville, VA	166,404
35	Beckley, WV	164,180
48	Bluefield, WV	158,201
306	Morgantown, WV	136,193
430	Staunton / Waynesboro	121,122
284	Martinsville, VA	84,636
137	Fairmont, WV	56,865

Sprint Comparable Markets		
BTA	Market	Total BTA POP's
20	Asheville-Hendersonville, NC	699,934
427	Springfield-Holyoke, MA	698,767
412	Scranton-Wilkes-Barre-Hazleton, PA	690,248
274	Manchester-Nashua-Concord, NH	659,467
458	Visalia-Porterville-Hanford, CA	607,990
357	Portland-Brunswick, ME	557,850
483	York-Hanover, PA	538,016
240	Lancaster, PA	535,493
361	Poughkeepsie-Kingston, NY	479,192
179	Hagerstown-Chambersburg, MD, PA, WV	444,172
478	Wilmington, NC	439,950
63	Burlington, VT	428,679
406	Santa Barbara-Santa Maria, CA	422,911
370	Reading, PA	414,843
116	Dover, DE	409,492
16	Anderson, SC	398,997
319	New London-Norwich, CT	395,588
189	Hickory-Lenoir-Morganton, NC	363,068
25	Atlantic City, NJ	358,654
43	Binghamton, NY	339,226
30	Bangor, ME	333,254
463	Watertown, NY	313,622
127	Elmira-Corning-Hornell, NY	312,631
453	Utica-Rome, NY	301,889
176	Greenville-Washington, NC	287,406
312	Myrtle Beach, SC	282,985
291	Merced, CA	282,765
405	San Luis Obispo, CA	276,416
147	Florence, SC	270,299
165	Goldsboro-Kinston, NC	267,883
201	Hyannis, MA	238,043
382	Rocky Mount-Wilson, NC	233,900
156	Fredericksburg, VA	224,147
362	Prescott, AZ	213,696
398	Salisbury, ND	209,987
479	Winchester, VA	203,484
316	New Bern, NC	196,539
190	Hilo, HI	189,317
249	Lebanon-Clairemont, NH	188,331
214	Jacksonville, NC	184,884
486	Yuma, AZ	179,367

124	El Centro-Calexico, CA	179,012
183	Harrisonburg, VA	175,131
435	Stroudsburg, PA	168,036
436	Sumter, SC	160,696
222	Kahului-Wailuku-Lahaina, HI	155,934
62	Burlington, NC	155,239
360	Pottsville, PA	146,377
144	Flagstaff, AZ	138,401
420	Sierra Vista-Douglas, AZ	131,983
164	Glens Falls, NY	131,639
351	Pittsfield, MA	129,722
335	Orangeburg, SC	121,699
352	Plattsburgh, NY	120,619
208	Ithaca, NY	103,306
58	Brunswick, GA	94,319

REDACTED FOR PUBLIC INSPECTION

**SPRINT SPECTRUM L.P.,
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: 
Print Name: Todd A. Rowley
Title: Vice-President Business Development
Date: May 21, 2014

REDACTED FOR PUBLIC INSPECTION

This Agreement is made as of the date first written above.

WEST VIRGINIA PCS ALLIANCE, L.C.

By:  _____
Print Name: James A. Hyde
Title: Manager
Date: May 21, 2014

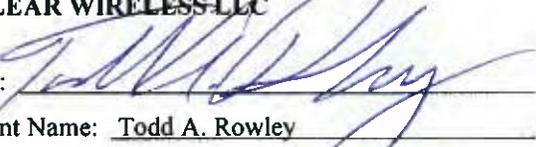
VIRGINIA PCS ALLIANCE, L.C.

By:  _____
Print Name: James A. Hyde
Title: President and Chief Executive Officer
Date: May 21, 2014

NTELOS INC.

By:  _____
Print Name: James A. Hyde
Title: President and Chief Executive Officer
Date: May 21, 2014

IN WITNESS WHEREOF, the Parties have caused this Intercarrier Roamer Service Agreement to be executed by their respective duly authorized representatives on the date indicated below.

<p>SPRINT SPECTRUM, L.P. 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</p>	<p>NTELOS Inc. for NTELOS PARTIES</p> <p>By: _____</p> <p>Print Name: <u>James A. Hyde</u></p> <p>Title: <u>President and Chief Executive Officer</u></p> <p>Date: <u>May 21, 2014</u></p>
<p>By: </p> <p>Print Name: <u>Todd A. Rowley</u></p> <p>Title: <u>Vice-President Business Development</u></p> <p>Date: <u>May 21, 2014</u></p>	

Signature page for the Intercarrier Roamer Service Agreement

IN WITNESS WHEREOF, the Parties have caused this Intercarrier Roamer Service Agreement to be executed by their respective duly authorized representatives on the date indicated below.

<p>SPRINT SPECTRUM, L.P. 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</p> <p>By: _____ Print Name: <u>Todd A. Rowley</u> Title: <u>Vice-President Business Development</u> Date: <u>May 21, 2014</u></p>	<p>NTELOS Inc, for NTELOS PARTIES</p> <p>By:  Print Name: <u>James A. Hyde</u> Title: <u>President and Chief Executive Officer</u> Date: <u>May 21, 2014</u></p>
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Signature page for the Intercarrier Roamer Service Agreement

ITEM 3C

The following in Response to Item 3c are fully redacted as Confidential:

SPRINT-FCC-01-3c-000204 to SPRINT-FCC-01-3c-000273

SPRINT-FCC-01-3c-000099 to SPRINT-FCC-01-3c-000100