

Sprint Primary Stores Retained by Sprint to Sprint Primary Stores to be Exited by Sprint, or vice versa, in the exhibits attached to the First Amendment,

(d) clarifies that the Debtors' credit card readers are not included among the PP&E purchased by Sprint under the Settlement Agreement, and

(e) clarifies in the last sentences of Sections 4.2 and Section 4.3 of the Settlement Agreement that Sprint's obligation to pay Rent and Overhead to Buyer for the stores listed in Exhibit C and D will end on March 31, 2017. The Debtors are not attempting by the Motion or the Settlement Agreement to affect any obligations of Sprint to pay rent or other amounts to Sprint's landlords at the Sprint Primary Stores.

2. First Amendment to Sublease Termination Agreement, dated March 31, 2017, attached hereto as Exhibit 2; and

3. First Amended and Restated Supplemental Transition Services Agreement; attached hereto as Exhibit 3; together with a redline at Exhibit 4 hereto reflecting changes to the Supplemental Transition Services Agreement originally filed with the Motion.

Dated: March 31, 2017
Wilmington, Delaware

Respectfully submitted,

/s/ David M. Fournier
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*Proposed Attorneys for Debtors and
Debtors-in-Possession*

EXHIBIT 1

**FIRST AMENDMENT TO MUTUAL SETTLEMENT AND RELEASE,
OPERATIONS WIND DOWN, AND BANKRUPTCY COOPERATION
AGREEMENT**

This First Amendment to Mutual Settlement and Release, Operations Wind Down, and Bankruptcy Cooperation Agreement ("First Amendment") is between **General Wireless Operations Inc.**, a Delaware corporation ("Buyer") and **Sprint Solutions, Inc.**, a Delaware corporation ("Solutions"), and **Sprint eWireless, Inc.**, a Kansas corporation ("eWireless", and collectively with Solutions, "Sprint") (Sprint and Buyer collectively the "Parties", and each individually, a "Party") and is effective as of the date signed by all of the parties below ("Effective Date").

WHEREAS, Buyer, Solutions and eWireless are parties to a Mutual Settlement and Release, Operations and Wind Down and Bankruptcy Cooperation Agreement (the "Settlement Agreement") dated March 5, 2017, and

WHEREAS, the Parties set forth, in Exhibit C to the Settlement Agreement, a list of Sprint Primary Stores Retained by Sprint and in Exhibit D, a list of Sprint Primary Stores to be Exited by Sprint, and in Exhibit E, the form of Buyer Sublease Termination Agreement which contained Exhibits A and B to the Buyer Sublease Termination (respectively, "Exhibit EA" and "Exhibit EB") which also contained a list of Sprint Primary Stores to be Retained by Sprint (Exhibit EA) and a list of Sprint Primary Stores to be Exited by Sprint (Exhibit EB), and

WHEREAS, the parties wish to make certain revisions to the foregoing exhibits to (i) identify the RadioShack and Sprint Store numbers for each affected lease, and (ii) **by listing in bold**, identify only those store locations, which have changed their status from Sprint Primary Stores Retained by Sprint to Sprint Primary Stores to be Exited by Sprint, or vice versa, in the exhibits attached to this First Amendment, and

WHEREAS, the Parties further wish to clarify that Sprint is not purchasing Buyer's credit card readers at any locations.

NOW THEREFORE, Buyer and Sprint agree, subject to Bankruptcy Court approval, as follows:

1. Defined Terms. Capitalized terms not defined herein have the definitions as set forth in the Settlement Agreement.
2. Deletion and Replacement of Exhibits C and D to the Settlement Agreement, Exhibit A to Exhibit E of the Settlement Agreement and Exhibit B to Exhibit E of the Settlement Agreement.
 - 2.1. Buyer and Sprint agree that Exhibit C to the Settlement Agreement and Exhibit A to Exhibit E of the Settlement Agreement are deleted in their entirety and replaced with "Combined Exhibit C-1 to Settlement Agreement and Exhibit A-1 to Exhibit E Settlement Agreement" ("EA-1"), attached hereto, such that ten (10)

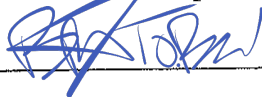
Sprint Primary Stores have been added and 4 Sprint Primary Stores have been removed for a total of two hundred and fifty-one Sprint Primary Stores retained by Sprint.

- 2.2. Exhibit D to the Settlement Agreement and Exhibit B to Exhibit E of the Settlement Agreement are deleted in their entirety and replaced with "Combined Exhibit D-1 to Settlement Agreement and Exhibit B-1 to Exhibit E Settlement Agreement" ("EB-1"), attached hereto, such that four (4) Sprint Primary Stores have been added and ten (10) Sprint Primary Stores have been removed for a total of two hundred and forty-nine (249) Sprint Primary Stores to be Exited by Sprint.
3. Removal of Credit Card Readers. Buyer's credit card readers are not included among the PP&E purchased by Sprint under the Settlement Agreement, and Sprint shall provide reasonable access to Buyer to remove its credit card readers from the locations listed in Exhibits B and EA-1 to the Settlement Agreement.
4. Rent and Overhead. The final sentence in both Section 4.2 and Section 4.3 of the Settlement Agreement are deleted in their entirety and replaced, respectively, with the following:
- Sprint's obligation to pay Rent and Overhead to Buyer for the stores listed in Exhibit C will end on March 31, 2017.
- Sprint's obligation to pay Rent and Overhead to Buyer for the stores listed in Exhibit D will end on March 31, 2017.
5. Bankruptcy Court Approval. Buyer and Sprint shall use commercially reasonable efforts to obtain entry of a final order approving this First Amendment and such other relief from the Bankruptcy Court as may be necessary or appropriate in connection with this First Amendment and the consummation of the transactions contemplated by this First Amendment. Buyer shall file in the Bankruptcy Case as soon as reasonably practical an amendment to Buyer's pending motion for assumption of the Settlement Agreement to reflect this First Amendment.
6. No Admission. Nothing in this First Amendment, nor any actions taken by either Party pursuant to this First Amendment, will be construed as an admission of liability of any kind by any Party.
7. Governing Law. This First Amendment is and will be governed by and construed in accordance with the laws of Delaware.
8. Facsimile Execution. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original. Exchange of signatures via facsimile shall be deemed sufficient to execute this Settlement Agreement.
9. Costs and Expenses. The Parties shall each bear that Party's own fees, costs and expenses, including attorneys' fees, incurred in connection with the negotiation, drafting and execution of this First Amendment, and the performance of their respective obligations hereunder.

10. Modifications. This First Amendment may not be revised, amended or altered except by a written document signed by both Parties.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement the day and year first above written.

General Wireless Operations Inc.

By: 

Name: Bradford Tobin

Title: SVP

Date: March 31, 2017

Sprint Solutions Inc.

By: 

Name: Michael D. McMahon

Title: VP & General Manager

Date: March 31, 2017

Sprint eWireless, Inc.

By: 

Name: Michael D. McMahon

Title: VP & General Manager

Date: March 31, 2017

Combined Exhibit C-1 to Settlement Agreement
and Exhibit EA-1 to Exhibit E to Settlement Agreement
Sprint Primary Stores Retained by Sprint

RS Store #	SWAS Store #	Street	City	State	Zip
1041	6437	500 ROUTE 134 BLDG 1	SOUTH DENNIS	MA	2660
1049	7280	711 E 1ST AVE STE 13	ROSELLE	NJ	7203
1050	6438	270 NEW STATE HWY UNIT #4	RAYNHAM	MA	2767
1075	6439	192 BORDER ST	E BOSTON	MA	2128
1105	6440	178 ALE WIFE BROOK PKWY	CAMBRIDGE	MA	2138
1109	6426	339 SQUIRE RD	REVERE	MA	2151
1114	7473	232 GARFIELD AVE	CRANSTON	RI	2920
1123	6427	740 CRESCENT ST	BROCKTON	MA	2302
1148	6441	164 EVERETT AVE	CHELSEA	MA	2150
1163	6429	94 BOSTON ST	LYNN	MA	1904
1170	6430	155 CENTRE ST	MALDEN	MA	2148
1203	7269	39 SOUTH MAIN ST	WEST HARTFORD	CT	6107
1243	7271	279 COTTAGE GROVE RD	BLOOMFIELD	CT	6002
1258	7272	63 OVERLOOK TERRACE	HARTFORD	CT	6106
1268	7218	125 DOLSON AVE	MIDDLETOWN	NY	10940
1306	6431	233 MEMORIAL AVE	W SPRINGFIELD	MA	1089
1310	6432	1375 LIBERTY ST	SPRINGFIELD	MA	1104
1350	6434	601 MEMORIAL DR STE D	CHICOPEE	MA	1020
1352	6435	68 STAFFORD ST	WORCESTER	MA	1603
1403	7194	51 BURNETT BLVD STE #7	POUGHKEEPSIE	NY	12603
1411	7658	2071 BLACK ROCK TPKE	FAIRFIELD	CT	6825
1421	7659	1 PADANARAM RD	DANBURY	CT	6811
1427	7663	172 DANBURY RD	NEW MILFORD	CT	6776
1582	6660	710 PEOPLES PLAZA	NEWARK	DE	19702
1590	7678	775 N DELSEA DR	GLASSBORO	NJ	8028
1716	7247	3742 VIRGINIA BCH BLV #F2	VIRGINIA BEACH	VA	23452
1763	7887	640 S VAN BUREN RD	EDEN	NC	27288
1835	7670	635 S CLINTON AVE STE 205	TRENTON	NJ	8611
1880	7404	223 SHOEMAKER RD STE 138	POTTSTOWN	PA	19464
1886	6506	67 S MAIN ST	NEPTUNE	NJ	7753
1968	7777	4135 CHESHIRE STATION PL	WOODBIDGE	VA	22193
2144	6655	803 GOVERNOR PLACE	BEAR	DE	19701
2166	6656	120 AERENSON DR	MILFORD	DE	19963
2170	7673	1500 ROUTE 47 SOUTH	RIO GRANDE	NJ	8242
2208	7289	489 BRDWAY	BAYONNE	NJ	7002
2225	6501	179 E KENNEDY BLVD	LAKEWOOD	NJ	8701
2236	7675	5016 WELLINGTON AVE	VENTNOR CITY	NJ	8406
2238	6503	1116 US HWY 9	OLD BRIDGE	NJ	8857

RS Store #	SWAS Store #	Street	City	State	Zip
2262	7676	259 NEW RD	SOMERS POINT	NJ	8244
2394	7152	15543 OLD HICKORY BLVD	NASHVILLE	TN	37211
2402	7778	1141 UNIVERSITY BLVD	TAKOMA PARK	MD	20912
2406	7244	140 E LITTLE CREEK RD	NORFOLK	VA	23505
2410	7779	615 12TH ST NW	WASHINGTON	DC	20005
2482	7785	6183 OXON HILL RD	OXON HILL	MD	20745
2501	6623	3843 E 120TH ST	THORNTON	CO	80233
2528	6962	3554 LONG BEACH RD	OCEANSIDE	NY	11572
2529	6534	8128 S TRYON ST	CHARLOTTE	NC	28273
2614	6949	51 WICKS RD	BRENTWOOD	NY	11717
2642	6963	173 GLEN ST	GLEN COVE	NY	11542
2644	6950	1690 SUNRISE HWY	MERRICK	NY	11566
2646	7283	135 BLOOMFIELD AVE	BLOOMFIELD	NJ	7003
2673	7204	1213 E 233RD ST	BRONX	NY	10466
2677	7284	100 BROADWAY	ELMWOOD PARK	NJ	7407
2701	6964	385 S OYSTER BAY RD	PLAINVIEW	NY	11803
2702	6951	293 MIDDLE COUNTRY RD	SELDEN	NY	11784
2706	6952	1975 WANTAGH AVE	WANTAGH	NY	11793
2708	6953	2413 JERICHO TNPK	GARDEN CTY PARK	NY	11040
2712	6954	3491 HEMPSTEAD TURNPIKE	LEVITTOWN	NY	11756
2722	6956	353 WILLIAM FLOYD PKWY	SHIRLEY	NY	11967
2751	7206	22-32 31ST ST	ASTORIA	NY	11105
2776	7285	517 RIVER RD	EDGEWATER	NJ	7020
2780	7225	965 RICHMOND AVE STE G	STATEN ISLAND	NY	10314
2805	7207	1351 FOREST AVE	STATEN ISLAND	NY	10302
2817	7208	925 LEXINGTON AVE	NEW YORK	NY	10021
2837	7212	134-40 SPRINGFIELD BLVD	SPRINGFIELD GDN	NY	11413
2841	7226	5119 5TH AVE	BROOKLYN	NY	11220
2865	6960	1530 UNION TURNPIKE	NEW HYDE PARK	NY	11042
2880	7287	22 LEXINGTON AVE	PASSAIC	NJ	7055
2885	7217	144 E 98TH ST	BROOKLYN	NY	11212
3021	6875	12730 HAWTHORNE BLVD #G	HAWTHORNE	CA	90250
3035	6991	1124 MAIN ST	DELANO	CA	93215
3044	6878	10927 ATLANTIC AVE	LYNWOOD	CA	90262
3059	6880	5804 N FIGUEROA	LOS ANGELES	CA	90042
3063	6881	1817 CESAR CHAVEZ AVE	LOS ANGELES	CA	90033
3071	7492	1630 E 4TH ST STE J	ONTARIO	CA	91764
3079	7538	513 SWEETWATER RD	SPRING VALLEY	CA	91977
3119	7504	5146 ARLINGTON AVE	RIVERSIDE	CA	92504

RS Store #	SWAS Store #	Street	City	State	Zip
3131	6904	517 S GAFFEY	SAN PEDRO	CA	90731
3155	7329	1005 N STATE COLLEGE BLVD	ANAHEIM	CA	92806
3156	7506	13132 PALM DR	DESERT HOT SPRG	CA	92240
3168	7330	32161 CAMINO CAPISTRANO	SN JN CPSTRN	CA	92675
3201	7560	15100 HESPERIAN BLVD #208	SAN LEANDRO	CA	94578
3228	7561	3325 SONOMA BLVD STE 10	VALLEJO	CA	94590
3230	6992	4846 E KINGS CANYON #101	FRESNO	CA	93727
3237	7714	299 E PLUMB LN STE D	RENO	NV	89502
3254	7562	20566 REDWOOD RD	CASTRO VALLEY	CA	94546
3265	7605	1419 MAIN ST BOX 5	WATSONVILLE	CA	95076
3269	7563	1353 WASHINGTON AVE	SAN LEANDRO	CA	94577
3276	7580	673 TRANCAS	NAPA	CA	94558
3279	7564	2200 MACARTHUR BLVD #2200	OAKLAND	CA	94602
3318	7853	3820 RAINIER AVE S STE F	SEATTLE	WA	98118
3319	7864	2600 SW BARTON STE B-11	SEATTLE	WA	98126
3346	7856	1541 NW LOUISIANA AVE	CHEHALIS	WA	98532
3416	7705	1840 W VALENCIA	TUCSON	AZ	85746
3485	6760	1620 N SCHOOL ST	HONOLULU	HI	96817
3515	6884	1714 S WESTERN AVE	LOS ANGELES	CA	90006
3548	6993	6007 NILES ST	BAKERSFIELD	CA	93306
3569	6886	11970 GARVEY AVE	EL MONTE	CA	91732
3626	7493	14712 LA PAZ DR #104	VICTORVILLE	CA	92392
3634	7508	1458 E FLORIDA AVE	HEMET	CA	92544
3638	6891	11719 ROSECRANS AVE	NORWALK	CA	90650
3644	6908	825 N LAKE AVE	PASADENA	CA	91104
3659	7495	23887 SUNNYMEAD BLVD #E	MORENO VALLEY	CA	92553
3676	7333	1478 N KRAEMER BLVD	PLACENTIA	CA	92870
3686	7497	18284 COLLIER AV STE 1200	LAKE ELSINORE	CA	92530
3699	6893	482 E WASHINGTON BLVD	LOS ANGELES	CA	90015
3727	7351	1480 NE BURNSIDE	GRESHAM	OR	97030
3804	7568	644 BAILEY RD	PITTSBURG	CA	94565
3820	7583	43 E 4TH AVE	SAN MATEO	CA	94401
3849	7569	24901 SANTA CLARA ST #5	HAYWARD	CA	94544
3866	6994	3402 N BLACKSTONE #180	FRESNO	CA	93726
3868	7586	740 STONY POINT RD # B100	SANTA ROSA	CA	95401
3870	6758	3-2600 KAUMUALII HWY B-8	LIHUE	HI	96766
3913	7722	1281 W YOSEMITE	MANTECA	CA	95337
3924	7717	1012 FLORIN RD	SACRAMENTO	CA	95831
3933	7718	495 KEYSTONE AVE STE A	RENO	NV	89503

RS Store #	SWAS Store #	Street	City	State	Zip
3936	7719	578 N MCCARRAN BLVD	SPARKS	NV	89431
3968	7499	17171 FOOTHILL BLVD # A	FONTANA	CA	92335
3974	6939	7291 S EASTERN AVE	LAS VEGAS	NV	89119
3985	7500	624 W HOLT BLVD STE A	ONTARIO	CA	91762
3996	6911	12980 FOOTHILL BLVD #G SP1	SYLMAR	CA	91342
4022	6808	2922 E CLEVELAND BLVD	CALDWELL	ID	83605
4051	7859	14902 PACIFIC AVE S	TACOMA	WA	98444
4070	7432	10735 E APACHE TRL STE 103	APACHE JUNCTION	AZ	85120
4087	7428	3833 E THOMAS RD STE A1	PHOENIX	AZ	85018
4105	7436	362 TOWNESQUARE WAY	PITTSBURGH	PA	15227
4170	7438	961 FREEPORT RD	PITTSBURGH	PA	15238
4189	7439	100 FIFTH AVE	PITTSBURGH	PA	15222
4211	6597	1765 SNOW RD	PARMA	OH	44134
4215	6598	22318 LAKE SHORE BLVD	EUCLID	OH	44123
4220	7288	168 MARKET ST	PATERSON	NJ	7505
4232	6599	3756 ROCKY RIVER RD	CLEVELAND	OH	44111
4251	6829	1820 YAKIMA VALLEY HWY SPC A	SUNNYSIDE	WA	98944
4304	7521	2833 W RIDGE RD STE 5	ROCHESTER	NY	14626
4359	7440	3606 FORBES AVE	PITTSBURGH	PA	15213
4404	6640	3724 E BROAD ST	COLUMBUS	OH	43213
4408	6641	3953 W BRD ST	COLUMBUS	OH	43228
4424	7701	3325 SECOR RD STE 3337	TOLEDO	OH	43606
4431	6642	3547 CLEVELAND AVE	COLUMBUS	OH	43224
4451	6600	1406 A LEXINGTON AVE	MANSFIELD	OH	44907
4493	7336	1015 S MAIN ST STE A	SANTA ANA	CA	92701
4496	6912	1615 N VERMONT AVE	LOS ANGELES	CA	90027
4505	6700	524 W NEW CIRCLE RD #100	LEXINGTON	KY	40511
4514	7154	3983 NOLENSVILLE RD	NASHVILLE	TN	37211
4610	6582	140 S TUTTLE RD	SPRINGFIELD	OH	45505
4631	6583	4462 MONTGOMERY RD	CINCINNATI	OH	45212
4635	6584	8541 WINTON RD	CINCINNATI	OH	45231
4753	6601	1222 OAK HARBOR RD	FREMONT	OH	43420
4755	7702	821 W ALEXIS RD	TOLEDO	OH	43612
4777	7814	796 EASTERN PKWY	LOUISVILLE	KY	40217
4799	6855	4365 NE CHOUTEAU TRFY #C	KANSAS CITY	MO	64117
4886	7442	15937 STATE RD RT 170	EAST LIVERPOOL	OH	43920
4888	6603	3551 BELMONT AVE	YOUNGSTOWN	OH	44505
4911	6897	3422 WILSHIRE BLVD	LOS ANGELES	CA	90010
4928	6644	61243 SOUTHGATE PKWY #A4	CAMBRIDGE	OH	43725

RS Store #	SWAS Store #	Street	City	State	Zip
6019	6498	2545 E EUCLID AVE	DES MOINES	IA	50317
6051	6499	4131 UNIVERSITY AVE	DES MOINES	IA	50311
6106	7109	109 WILLOW BEND	CRYSTAL	MN	55428
6116	7114	3009 NICOLLET AVE	MINNEAPOLIS	MN	55408
6251	7097	2690 CRANSTON RD	BELOIT	WI	53511
6378	6542	1810 W 165TH ST	HAMMOND	IN	46320
6442	6556	1030-B SUMMIT ST	ELGIN	IL	60120
6474	7098	1823A E GENEVA ST	DELAVAL	WI	53115
6475	6547	2509 W CERMACK RD	CHICAGO	IL	60608
6598	6479	1875 SANGAMON AVE	SPRINGFIELD	IL	62702
6605	7135	5791 BELLEVILLE CROSSING	BELLEVILLE	IL	62226
6636	7128	8218 N LINDBERGH BLVD	FLORISSANT	MO	63031
6703	6814	8311 E WASHINGTON ST	INDIANAPOLIS	IN	46219
6705	6815	3638 SOUTH EAST ST	INDIANAPOLIS	IN	46227
6719	6818	135 S CHAUNCEY AVE STE F1	W LAFAYETTE	IN	47906
6730	6816	3349 KENTUCKY AVE	INDIANAPOLIS	IN	46221
6841	6552	1272 N LAKE ST	AURORA	IL	60506
6914	7826	401 N CLIPPERT ST	LANSING	MI	48912
6930	6718	4073 N EUCLID AVE	BAY CITY	MI	48706
6940	6738	1025 W 7TH ST	AUBURN	IN	46706
6962	6739	2013 N MICHIGAN ST	PLYMOUTH	IN	46563
8041	7627	300 S BIBB STE F	EAGLE PASS	TX	78852
8046	6775	9001 SPENCER HWY #F	LAPORTE	TX	77571
8056	7628	2730 S BRAHMA BLVD #120	KINGSVILLE	TX	78363
8069	6776	14418 BELLAIRE BLVD	HOUSTON	TX	77083
8114	6730	1745 TROUP HWY	TYLER	TX	75701
8208	6778	5185 W 34TH ST STE 300	HOUSTON	TX	77092
8216	6792	2625 S LOOP 35	ALVIN	TX	77511
8257	6782	3533 PALMER HWY	TEXAS CITY	TX	77590
8259	6784	6888 GULF FRWY STE 630	HOUSTON	TX	77087
8307	7834	5707 4TH ST STE 2	LUBBOCK	TX	79416
8310	6350	4650 TRANSMOUNTAIN DR #C	EL PASO	TX	79924
8345	6672	1453 N SAGINAW STE 100	SAGINAW	TX	76179
8468	7057	35 GOODMAN RD W STE E	SOUTHAVEN	MS	38671
8501	7804	3002 DODGE ST	OMAHA	NE	68131
8509	6849	7706 STATE AVE	KANSAS CITY	KS	66112
8525	6868	5390 JOHNSON DR	MISSION	KS	66205
8560	7131	1824 S GLENSTONE	SPRINGFIELD	MO	65804
8580	6619	6720 CAMDEN BLVD	FOUNTAIN	CO	80817

RS Store #	SWAS Store #	Street	City	State	Zip
8636	6628	12385 W 64TH ST	ARVADA	CO	80004
8647	6620	4090 AUSTIN BLUFFS PKWY	COLORADO SPRINGS	CO	80918
8674	6622	2660 11TH AVE	GREELEY	CO	80631
8720	6370	1891 CHAMBLEE TUCKER RD	CHAMBLEE	GA	30341
8786	6371	65 LAWRENCEVILLE SUWANEE STE 14	LAWRENCEVILLE	GA	30044
8806	7686	1291 S MISSOURI AVE	CLEARWATER	FL	33756
8809	7687	9023 NO FLORIDA AVE	TAMPA	FL	33604
8818	7065	4640 FOREST HILL BLVD	W PALM BEACH	FL	33415
8830	7066	19831 NW 2ND AVE	MIAMI GARDENS	FL	33169
8837	7373	7222 W COLONIAL DR	ORLANDO	FL	32818
8839	7374	2315 S FEDERAL HWY	FORT PIERCE	FL	34982
8849	6752	400 N NAVY BLVD #B	PENSACOLA	FL	32507
8865	6838	2 NW 16TH AVE	GAINESVILLE	FL	32601
8867	7385	1455 E SEMORAN BLVD #117	CASSELBERRY	FL	32730
8876	6839	3655 UNIVERSITY BLV W #1	JACKSONVILLE	FL	32217
8883	7377	222 NORTH NOVA RD	ORMOND BEACH	FL	32174
8885	7378	600 S HUNT CLUB BLVD	APOPKA	FL	32703
8888	6840	4419 ROOSEVELT BLVD	JACKSONVILLE	FL	32210
8903	7068	6609 TAFT ST	HOLLYWOOD	FL	33024
8931	7071	1780 STIRLING RD #103	DANIA BEACH	FL	33004
8945	7072	5411 N UNIVERSITY DR	LAUDERHILL	FL	33351
8973	7688	4933 34TH ST S	ST PETERSBURG	FL	33711
8986	7073	75 E INDIANTOWN RD #605	JUPITER	FL	33477
8993	7641	8396 N LOCKWOOD RIDGE RD	SARASOTA	FL	34243
9004	7610	1990 FREEDOM BLVD	FREEDOM	CA	95019
9019	7612	280 E 10TH ST STE D	GILROY	CA	95020
9053	7589	4498 LONE TREE WAY	ANTIOCH	CA	94531
9182	7177	3600 S CARROLLTON SPC J	NEW ORLEANS	LA	70118
9240	7178	717 CANAL ST	NEW ORLEANS	LA	70130
9295	6394	5186 KYLE CTR DR STE 9	KYLE	TX	78640
9398	6379	102 W C BRYANT PKWY	CALHOUN	GA	30701
9413	7311	11613 E 31 ST	TULSA	OK	74146
9461	6942	3531 S RAINBOW BLVD	LAS VEGAS	NV	89103
9465	7707	2071 E IRVINGTON RD	TUCSON	AZ	85714
9481	7312	2127 NW 23RD ST	OKLAHOMA CITY	OK	73107
9482	7313	1413 W I240 SERVICE RD #A	OKLAHOMA CITY	OK	73159
9493	7542	4371 UNIVERSITY AVE # 400	SAN DIEGO	CA	92105
9496	7501	50223 HARRISON ST STE B	COACHELLA	CA	92236
9501	7690	8795 N 56TH ST	TEMPLE TERRACE	FL	33617

RS Store #	SWAS Store #	Street	City	State	Zip
9530	7648	2310 S TAMIAMI TRL #1101	PUNTA GORDA	FL	33950
9536	7379	715 N 14TH ST	LEESBURG	FL	34748
9575	7642	3280 TAMIAMI TRAIL	PORT CHARLOTTE	FL	33952
9577	7380	285 E VAN FLEET DR	BARTOW	FL	33830
9580	7387	2036 US HWY 92 WEST	AUBURNDALE	FL	33823
9588	7382	1421 S BABCOCK ST	MELBOURNE	FL	32901
9596	7463	320 CARR 153 STE 85	SANTA ISABEL	PR	757
9630	7617	504 BYPASS 72 NW	GREENWOOD	SC	29649
9669	7643	1315 HOMESTEAD RD N STE B	LEHIGH ACRES	FL	33936
9720	7074	5920 NW 183RD ST	MIAMI	FL	33015
9741	7179	8309 W JUDGE PEREZ DR	CHALMETTE	LA	70043
9784	6754	4610 MOBILE HWY #B	PENSACOLA	FL	32506
9806	7075	4246 NORTHLAKE BLVD	PALM BEACH GRDN	FL	33410
9830	7650	106 HANCOCK BRDG PKWY W STE A6	CAPE CORAL	FL	33991
9874	7077	167 S POMPANO PKWY	POMPANO BEACH	FL	33069
9885	7693	11685 BOYETTE RD #104	RIVERVIEW	FL	33569
9937	6354	1443 LEE TREVINO DR	EL PASO	TX	79936
9943	7102	3040 FISH HATCHERY RD	MADISON	WI	53713

Combined Exhibit D-1 to Settlement Agreement
and Exhibit EB-1 to Exhibit E to Settlement Agreement
Sprint Primary Stores to be Exited by Sprint

RS Store #	SWAS Store #	Street	City	State	Zip
1192	6444	2991K CRANBERRY HWY	E WAREHAM	MA	2538
1212	7657	506 WINSTED RD	TORRINGTON	CT	6790
1236	7276	77 FARMINGTON AVE	BRISTOL	CT	6010
1239	7277	937 POQUONNOCK RD	GROTON	CT	6340
1345	6433	242 KING ST	NORTHAMPTON	MA	1060
1436	7196	78 BROOKSIDE AVE #217	CHESTER	NY	10918
1739	7143	2803 CHURCH ST	CONWAY	SC	29526
1814	7400	1305 W CHESTER PIKE	HAVERTOWN	PA	19083
1820	7401	3299 E LINCOLN HWY	THORNDALE	PA	19372
1826	7412	839 E BALTIMORE PIKE	KENNETT SQ	PA	19348
1885	7406	312 COMMONS WAY UNIT C3	PARKESBURG	PA	19365
1887	7679	18 BROADWAY STE F	BROWNS MILLS	NJ	8015
1890	6661	328 E MAIN ST	MIDDLETOWN	DE	19709
1922	6529	904 S CANNON BLVD	KANNAPOLIS	NC	28083
1924	7479	624 LILLINGTON HWY #100	SPRING LAKE	NC	28390
1991	7144	2075-R N MARINE BLVD	JACKSONVILLE	NC	28546
1999	7480	3500 N ROXBORO ST #10	DURHAM	NC	27704
2006	7413	2130 W UNION BLVD	BETHLEHEM	PA	18018
2011	6512	1256C MILLERSVILLE PIKE	LANCASTER	PA	17603
2017	6513	457 SUSQUEHANNA BLVD	HAZLETON	PA	18202
2029	7417	3923 PERKIOMEN AVE	READING	PA	19606
2036	7423	1091 MILLCREEK RD #A1	WESCOSVILLE	PA	18106
2066	6516	2600 WILLOW ST PIKE N	WILLOW STREET	PA	17584
2107	7408	8501 HENRY AVE	PHILADELPHIA	PA	19128
2109	6407	119 W COLLEGE AVE UNIT A	SALISBURY	MD	21804
2128	6408	1206 REISTERSTOWN	BALTIMORE	MD	21208
2148	7415	3926 NAZARETH PIKE #28	BETHLEHEM	PA	18020
2156	7671	322 TILTON RD	NORTHFIELD	NJ	8225
2174	6409	2745 DORCHESTER SQUARE SC	CAMBRIDGE	MD	21613
2237	7681	72 PRINCETON HIGHTSTOWN	HIGHTSTOWN	NJ	8520
2247	6508	344 US RT 9 STE 7	LANOKA HARBOR	NJ	8734
2248	7682	1311 B FAIRVIEW ST	DELRAN	NJ	8075
2249	6504	940 EASTON AVE	SOMERSET	NJ	8873
2294	7282	503 IRVINGTON AVE	NEWARK	NJ	7106
2309	7481	1058 W CLUB BLVD #221	DURHAM	NC	27701
2310	7888	1229 SILAS CREEK PKWY	WINSTON-SALEM	NC	27127
2326	6531	1480 CONCORD PKWY N STE 95	CONCORD	NC	28025
2328	6532	720 HWY 24 27 73 E STE 2	ALBEMARLE	NC	28001

RS Store #	SWAS Store #	Street	City	State	Zip
2369	7616	14180 E WADE HAMPTON BLVD	GREER	SC	29651
2375	6533	8821 JW CLAY BLVD STE 2	CHARLOTTE	NC	28262
2407	7245	2332 W MERCURY BLVD	HAMPTON	VA	23666
2427	7780	5201 B INDIAN HEAD HWY	OXON HILL	MD	20745
2433	6657	6 COLLEGE PARK LANE #14	GEORGETOWN	DE	19947
2450	7250	14331 WARWICK BLVD	NEWPORT NEWS	VA	23602
2456	7781	3122 QUEENS CHAPEL RD	HYATTSVILLE	MD	20782
2469	7782	418 GARRISONVILLE RD #212	STAFFORD	VA	22554
2476	7783	7350 BALTIMORE AVE #12A	COLLEGE PARK	MD	20740
2478	7784	962 SWAN CREEK RD #B	FT WASHINGTON	MD	20744
2495	7786	1528 BENNING RD NE	WASHINGTON	DC	20002
2573	6348	1732 W MALONEY AVE	GALLUP	NM	87301
2574	7348	1515 N PACIFIC HWY	WOODBURN	OR	97071
2604	7221	118 COURT ST	BROOKLYN	NY	11201
2622	7198	62-17 ROOSEVELT AVE	WOODSIDE	NY	11377
2623	7199	5736 MYRTLE AVE	RIDGEWOOD	NY	11385
2632	7200	2194 WHITE PLAINS RD	BRONX	NY	10462
2649	7201	113-20 LIBERTY AVE	RICHMOND HILL	NY	11419
2665	7203	1998 BRUCKNER BLVD	BRONX	NY	10473
2691	7205	528 FIFTH AVE	BROOKLYN	NY	11215
2721	6965	1043 RTE 112	PORT JEFFERSON	NY	11776
2726	6958	112A WHEELER RD	CENTRAL ISLIP	NY	11722
2759	6967	601 PORTION RD	LAKE RONKONKOMA	NY	11779
2779	7286	500 S RIVER ST	HACKENSACK	NJ	7601
2826	7210	1386 PENNSYLVANIA AVE	BROOKLYN	NY	11239
2834	7211	1357 BRDWAY	BROOKLYN	NY	11221
2848	7213	319 WEST 125TH ST	NEW YORK	NY	10027
2851	7928	25 ELM ST	WARWICK	NY	10990
2856	7214	2425 PALMER AVE	NEW ROCHELLE	NY	10801
2858	7215	1640 PITKIN AVE	BROOKLYN	NY	11212
2864	7216	16805 JAMAICA AVE	JAMAICA	NY	11432
2879	7227	69 18 METROPOLITAN AVE	MIDDLE VILLAGE	NY	11379
2911	6663	119 BIG ELK MALL	ELKTON	MD	21921
2920	6411	4644 WILKENS AVE	BALTIMORE	MD	21229
2924	6414	1716 LIBERTY RD STE 4	ELDERSBURG	MD	21784
2938	7796	732 7TH ST NW	WASHINGTON	DC	20001
2961	6658	379 WALMART DR	CAMDEN	DE	19934
3002	6871	10747 LONG BEACH BLVD #2	LYNWOOD	CA	90262
3003	6872	15737 DOWNEY AVE	PARAMOUNT	CA	90723

RS Store #	SWAS Store #	Street	City	State	Zip
3008	6899	2744 PACIFIC COAST HWY	TORRANCE	CA	90505
3018	7503	321 E ALESSANDRA BLVD STE 2F	RIVERSIDE	CA	92508
3025	7543	1075 S MISSION RD STE 12L	FALLBROOK	CA	92028
3047	6900	4081 W AVE L	LANCASTER	CA	93536
3055	6879	2412 VICTORY BLVD	BURBANK	CA	91506
3057	6901	5786 1/2 MELROSE AVE	LOS ANGELES	CA	90038
3075	6902	11863 WHITTIER BLVD	WHITTIER	CA	90601
3091	7539	344 EAST H ST STE 1409	CHULA VISTA	CA	91910
3092	7545	3729 AVOCADO BLVD	LA MESA	CA	91941
3115	7540	3312 UNIVERSITY	SAN DIEGO	CA	92104
3127	7327	13662 NEWPORT AVE # F&G	TUSTIN	CA	92780
3150	7328	5496 LINCOLN AVE	CYPRESS	CA	90630
3176	7341	2700 W COAST HWY STE 160	NEWPORT BEACH	CA	92663
3215	7577	563 SAN PABLO AVE	ALBANY	CA	94706
3280	7565	501 14TH ST #26	OAKLAND	CA	94612
3322	7865	6212 6TH AVE	TACOMA	WA	98406
3384	6828	1767 GEORGE WASHINGTON WA	RICHLAND	WA	99352
3385	7858	2800 MILTON WAY	MILTON	WA	98354
3406	7704	6248 E SPEEDWAY BLVD	TUCSON	AZ	85712
3450	7706	4020 N ORACLE RD	TUCSON	AZ	85705
3483	7332	9885 CHAPMAN AVE	GARDEN GROVE	CA	92841
3529	7263	167 N FAIRVIEW AVE SPC167	GOLETA	CA	93117
3552	7258	248 W HARVARD BLVD #C	SANTA PAULA	CA	93060
3571	6888	6912 SANTA FE AVE	HUNTINGTON PARK	CA	90255
3632	7494	194 W FOOTHILL	RIALTO	CA	92376
3635	6907	830 E VALLEY BLVD	ALHAMBRA	CA	91801
3652	7509	3907 CHICAGO AVE #B	RIVERSIDE	CA	92507
3670	6761	808 WAINEE ST #102	LAHAINA	HI	96761
3698	6909	1837 S LA CIENEGA BLVD	LOS ANGELES	CA	90035
3706	7349	5713 MAIN ST	SPRINGFIELD	OR	97478
3718	7359	16420 SE MCGILLIVARY BLVD	VANCOUVER	WA	98683
3720	7350	7219 NE HWY 99 STE 103	VANCOUVER	WA	98665
3728	7352	4570 COMMERCIAL ST SE	SALEM	OR	97302
3736	7354	3252 LANCASTER DR	SALEM	OR	97305
3774	6894	146 S VERMONT AVE	LOS ANGELES	CA	90004
3778	7355	3015 W 11TH ST	EUGENE	OR	97402
3790	6895	2036 ATLANTIC BLVD	MONTEREY PARK	CA	91754
3795	7335	995 S BEACH BLVD	ANAHEIM	CA	92804
3796	6910	5001 WILSHIRE BLVD #115	LOS ANGELES	CA	90036

RS Store #	SWAS Store #	Street	City	State	Zip
3854	7570	2655 SOMERVILLE RD	ANTIOCH	CA	94509
3898	7716	8641 ELK GROVE BLVD	ELK GROVE	CA	95624
3901	8858	42124 G BIG BEAR BLVD	BIG BEAR LAKE	CA	92315
3964	6943	334 W LAKE MEAD PKWY	HENDERSON	NV	89015
3981	6944	3125 TROPICANA AVE STE A	LAS VEGAS	NV	89121
3984	7427	1672 E GUADALUPE RD #101	GILBERT	AZ	85234
4081	7860	1201 AUBURN WAY N	AUBURN	WA	98002
4088	6811	7470 W STATE ST	BOISE	ID	83714
4096	7803	3423 L ST #15	OMAHA	NE	68107
4128	7879	2895 W 26TH ST	ERIE	PA	16506
4147	7437	4313 WALNUT ST STE 30	MC KEESPORT	PA	15132
4254	6830	135 N ELY	KENNEWICK	WA	99336
4271	7364	1433 SE 1ST STE 104	CANBY	OR	97013
4272	7871	1519 132ND ST SE	EVERETT	WA	98208
4365	6470	3955 VINEYARD DR	DUNKIRK	NY	14048
4490	6477	1800 E FT HARRISON RD #6	TERRE HAUTE	IN	47804
4491	7827	2279 N PARK DR STE 420	HOLLAND	MI	49424
4498	6896	37134 47TH ST E STE A	PALMDALE	CA	93552
4512	7153	361 OPRY MILLS DR	NASHVILLE	TN	37214
4520	7812	2684 FREDERICA ST	OWENSBORO	KY	42301
4537	6701	1303 US HWY 127 S STE 405	FRANKFORT	KY	40601
4620	6589	9866 READING RD	EVENDALE	OH	45241
4651	6585	704 HARRY SAUNER RD	HILLSBORO	OH	45133
4706	6586	1845 W MAIN ST SP B-112	TROY	OH	45373
4749	6847	905 WESTPORT RD STE D	KANSAS CITY	MO	64111
4773	7813	2028 S HWY 53 STE 2	LA GRANGE	KY	40031
4810	7741	217 GRANT AVE	AUBURN	NY	13021
4884	7441	1037 N HERMITAGE RD SP 2	HERMITAGE	PA	16148
4918	6913	8801 W PICO BLVD	LOS ANGELES	CA	90035
6046	6697	3360 MAIN ST	KEOKUK	IA	52632
6190	7111	1600 MILLER TRUNK HWY#408	DULUTH	MN	55811
6229	7095	2251 WEST BRDWAY	MADISON	WI	53713
6230	7096	7600 W CAPITAL DR	MILWAUKEE	WI	53222
6297	6541	6905 WEST OGDEN AVE	BERWYN	IL	60402
6303	6709	1887 SOUTHFIELD RD	LINCOLN PARK	MI	48146
6321	6710	31853 GRATIOT AVE	ROSEVILLE	MI	48066
6339	6713	200 WEST TWELVE MILE RD	MADISON HTS	MI	48071
6399	6717	2453 ELLSWORTH RD	YPSILANTI	MI	48197
6408	6543	1524 N LEWIS	WAUKEGAN	IL	60085

RS Store #	SWAS Store #	Street	City	State	Zip
6415	6554	1750 ROSENTIEL ST	FREEPORT	IL	61032
6443	6546	6944 KINGERY HWY	WILLOWBROOK	IL	60527
6485	6478	4202 N PROSPECT HWY 51 N	DECATUR	IL	62526
6525	6548	12125 S WESTERN AVE	BLUE ISLAND	IL	60406
6593	6550	2246 S CICERO AVE	CICERO	IL	60804
6634	6480	2020 N PROSPECT AVE STE 4	CHAMPAIGN	IL	61822
6656	7130	1213 SOUTH MAIN	SIKESTON	MO	63801
6661	7325	3426 W OWEN K GARRIOTT RD	ENID	OK	73703
6738	6481	1837 S US HWY 231	CRAWFORDSVILLE	IN	47933
6750	6737	1290 E IRELAND RD #Z200	SOUTH BEND	IN	46614
6786	6551	1615 E 37TH AVE	HOBART	IN	46342
6858	6564	1105 N STATE ST	BELVIDERE	IL	61008
6884	6483	2830 N VERMILLION STE C	DANVILLE	IL	61832
6943	6719	1800 WEST MICHIGAN AVE	JACKSON	MI	49202
6983	6720	531 N TELEGRAPH RD	MONROE	MI	48162
8004	7626	1203 EAST MAIN	ALICE	TX	78332
8005	6787	915 N SHEPHERD STE F	HOUSTON	TX	77008
8007	6772	3212 HILLCROFT STE A	HOUSTON	TX	77057
8015	6773	3011 11TH ST #200	HUNTSVILLE	TX	77340
8018	6774	12633 FM 1960 WEST	HOUSTON	TX	77065
8027	6797	23741 HWY 59 STE 14B	PORTER	TX	77365
8064	7629	1026 N TEXAS	WESLACO	TX	78596
8067	7529	8211 STATE HWY 151 # 101	SAN ANTONIO	TX	78245
8086	6790	3221 HWY 6 SOUTH	SUGAR LAND	TX	77478
8117	6731	2306 S JEFFERSON STE B	MT PLEASANT	TX	75455
8125	6666	1803 W 7TH AVE	CORSICANA	TX	75110
8146	6668	1916 E BELTLINE RD STE A	CARROLLTON	TX	75006
8151	6669	10520 GARLAND RD	DALLAS	TX	75218
8162	6678	3253 INDEPENDENCE PKWY	PLANO	TX	75075
8203	6791	5419 BELLAIRE	BELLAIRE	TX	77401
8238	7174	5950 AIRLINE HWY	BATON ROUGE	LA	70805
8258	6783	2755 GESSNER RD STE R	HOUSTON	TX	77080
8264	6785	140 S WAYSIDE	HOUSTON	TX	77011
8268	6981	5090 TWIN CITY HWY STE A	GROVES	TX	77619
8305	6681	1501 N GRAND AVE STE J	GAINESVILLE	TX	76240
8343	6732	1314 S JACKSON ST	JACKSONVILLE	TX	75766
8348	6673	3901 E BELKNAP	FORT WORTH	TX	76111
8360	6982	3027 HWY 28 E	PINEVILLE	LA	71360
8384	6674	4200 SOUTH FRWY STE P21	FORT WORTH	TX	76115

RS Store #	SWAS Store #	Street	City	State	Zip
8397	6688	415 W UNIVERSITY DR	DENTON	TX	76201
8398	6983	1723 CRESSWELL LN STE A1	OPELOUSAS	LA	70570
8403	6848	1050 SO OLIVER	WICHITA	KS	67218
8406	7056	1625 POPLAR AVE	MEMPHIS	TN	38104
8412	7308	2004 S WOOD DR STE 2000	OKMULGEE	OK	74447
8428	7309	1640 S SOONER RD #C	MIDWEST CITY	OK	73110
8429	6365	2632 PIKE AVE #B	NORTH LITTLE ROCK	AR	72114
8444	7123	119 HWY 80 E	CLINTON	MS	39056
8460	6684	4105 HWY 121 STE 600	BEDFORD	TX	76021
8484	6366	1315 T P WHITE DR	JACKSONVILLE	AR	72076
8494	6675	201 NE 28TH ST	FORT WORTH	TX	76106
8497	6692	121 RUFÉ SNOW STE 103	KELLER	TX	76248
8511	7805	2000 W BRDWAY	COUNCIL BLUFFS	IA	51501
8519	7808	2658 N 90TH ST	OMAHA	NE	68134
8591	6852	2028 N TOPEKA BLVD	TOPEKA	KS	66608
8594	6853	4848 S BROADWAY	WICHITA	KS	67216
8596	6870	1530 SW WANAMAKER RD	TOPEKA	KS	66604
8620	6627	4319 CENTENNIAL BLVD	COLORADO SPRINGS	CO	80907
8695	6353	1300 W I40 FRONTAGE RD	GALLUP	NM	87301
8763	6751	831 N TYNDALL PKWY	CALLAWAY	FL	32404
8821	6836	1805 SILVER SPRING BLVD	OCALA	FL	34470
8833	7067	12135 BISCAYNE BLVD	MIAMI	FL	33181
8838	7691	1900 US HWY 19	HOLIDAY	FL	34691
8841	7383	1528 3RD ST SW	WINTER HAVEN	FL	33880
8851	6837	5960-07A BEACH BLVD	JACKSONVILLE	FL	32207
8862	7384	2673 S WOODLAND BLVD	DELAND	FL	32720
8875	7375	2301 HWY 524 #125	COCOA	FL	32926
8879	7376	4711 BABCOCK ST # 35	PALM BAY	FL	32905
8892	7698	1964 W TENNESSEE ST # 18	TALLAHASSEE	FL	32304
9017	7611	335 SOQUEL AVE	SANTA CRUZ	CA	95062
9060	7572	3040 E 9TH ST STE A	OAKLAND	CA	94601
9118	6984	915 S LEWIS ST	NEW IBERIA	LA	70560
9120	7836	3207 50TH ST STE B	LUBBOCK	TX	79413
9123	6733	203 N SERVICE RD E	RUSTON	LA	71270
9134	6676	445 E FM 1382 STE 1	CEDAR HILL	TX	75104
9206	7534	4403 W COMMERCE ST	SAN ANTONIO	TX	78237
9256	6391	3203 FREEDOM BLVD STE 200	BRYAN	TX	77802
9285	7530	13909 NACOGDOCHES RD #101	SAN ANTONIO	TX	78217
9320	7058	1404 OLD ABERDEEN RD	COLUMBUS	MS	39701

RS Store #	SWAS Store #	Street	City	State	Zip
9343	6373	597 BULLSBORO DR	NEWNAN	GA	30265
9347	6341	977 GILBERT FERRY RD	ATTALLA	AL	35954
9375	7155	1856 N MAIN ST	SHELBYVILLE	TN	37160
9429	7512	32275 MISSION TRL STE 4	LAKE ELSINORE	CA	92530
9444	6941	1631 W CRAIG RD #2	N LAS VEGAS	NV	89032
9456	6945	2370 E SERENE AVE STE B	LAS VEGAS	NV	89123
9473	7537	2087 WEST OAKLAWN STE 200	PLEASANTON	TX	78064
9557	7462	101 AVE VICTOR CRUZ STE 3	JUANA DIAZ	PR	795
9605	6750	1215 KNOX AVE	NORTH AUGUSTA	SC	29841
9631	7146	2701 DAVID H MCLEOD BLVD	FLORENCE	SC	29501
9633	7618	141 WALTON DR	GAFFNEY	SC	29341
9739	6786	1501 W CHURCH ST STE 800	LIVINGSTON	TX	77351
9888	7645	1468 US HWY 17 N	WAUCHULA	FL	33873
9915	7837	100 WAL-MART COURT	ODESSA	TX	79763
9921	7314	200 C AVE #66	LAWTON	OK	73501
9935	7838	2602 S GREGG ST	BIG SPRING	TX	79720

EXHIBIT 2

FIRST AMENDMENT TO SUBLEASE TERMINATION AGREEMENT

This First Amendment to Sublease Termination Agreement ("First Amendment") is made on March 31, 2017, (the "Effective Date") between Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), SprintCom, Inc., a Kansas corporation ("SprintCom"), Sprint PCS Assets, L.L.C., a Delaware limited liability company ("SPCA"), and APC Realty and Equipment Company, LLC, a Delaware limited liability company ("APC"), with SSLP, SprintCom, SPCA and APC, each a Sprint Affiliate, whether individually or collectively, together with their respective successors and assigns as Subtenant ("Subtenant") and General Wireless Operations Inc., together with its respective successors and assigns as Sublandlord ("Sublandlord"), subject to the terms, provisions, covenants and agreements as hereinafter set forth. Except as expressly defined in this Agreement, all undefined and capitalized terms contained in this Agreement have the same meaning ascribed to such terms in the Sublease Termination Agreement.

RECITALS

A. On March 5, 2017, Sprint Spectrum, L.P., a Delaware limited partnership ("SSLP"), SprintCom, Inc., a Kansas corporation ("SprintCom"), Sprint PCS Assets, L.L.C., a Delaware limited liability company ("SPCA"), and APC Realty and Equipment Company, LLC, a Delaware limited liability company ("APC"), with SSLP, SprintCom, SPCA and APC, each a Sprint Affiliate, whether individually or collectively, together with their respective successors and assigns as Subtenant ("Subtenant") and General Wireless Operations Inc. entered into a Sublease Termination Agreement (the "Agreement"), and;

B. The parties wish to revise the Exhibit A and Exhibit B to the Agreement, effective as of the date of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound hereby, covenant and agree, subject to Bankruptcy Court approval, as follows:

1. The foregoing recitals are incorporated herein, thereby becoming contractual provisions of this Agreement.

2. Exhibit A and Exhibit B. The Exhibit A and Exhibit B to the Agreement are deleted in their entirety and replaced respectively with Exhibit A-1 and Exhibit B-1, attached hereto.

3. Bankruptcy Court Approval. Buyer and Sprint shall use commercially reasonable efforts to obtain entry of a final order approved this First Amendment and such other relief from the Bankruptcy Court as may be necessary or appropriate in connection with this First Amendment and the consummation of the transactions contemplated by this First Amendment. Buyer shall file in the Bankruptcy Case as soon as reasonably practical an amendment to Buyer's pending motion for assumption of the Settlement Agreement to reflect this First Amendment.

4. Miscellaneous.

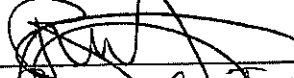
- a. Sublandlord and Subtenant acknowledge that they have read this First Amendment and the Subleases and have freely and voluntarily entered into this First Amendment. Sublandlord and Subtenant participated in the drafting of this First Amendment, and should any of its provisions be found ambiguous, such provision shall not be strictly construed against either party. The parties hereto understand that this First Amendment contains the relinquishment of legal rights and each has sought legal advice and counsel. Each party declares and understands that no promises or inducements not otherwise contained and expressed herein have been made to either by the other. This First Amendment contains the entire agreement among the parties with respect to the matters herein and the terms of this First Amendment are contractual and not merely recitals.
- b. This First Amendment shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular, unless the same shall be in writing and signed by or on behalf of the party to be charged.
- c. If any provision of this First Amendment becomes unenforceable or invalid, then the remaining provisions of this First Amendment will not be affected and will remain in force and effect.
- d. This First Amendment shall be interpreted and enforced in accordance with the laws of the state in which the Premises are located, without reference to principals of conflicts of laws.
- e. This First Amendment is binding on and inure to the benefit of the parties and their successors.
- f. Any notices pursuant to this First Amendment will be sent to the party or parties at their respective address(es), as set forth in the Sublease.
- g. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. A facsimile signature or signature sent by electronic mail by any party shall constitute an original signature of such party for all purposes hereunder.

IN WITNESS WHEREOF, Sublandlord and Subtenant have caused this Agreement to be executed the day and date first above written.

SIGNATURE ON FOLLOWING PAGE


SUBTENANT:

Sprint Spectrum L.P.

By: 
Name: Brian C. Jordan
Title: Director Real Estate
Date: 3/30/2017

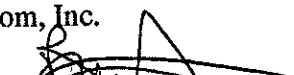
SUBLANDLORD:

General Wireless Operations Inc.

By: 
Name: Bradford A. Tobin
Title: Senior Vice President & General Counsel
Date: March 31, 2017

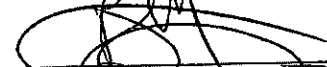
SUBTENANT:

SprintCom, Inc.

By: 
Name: Brian C. Jordan
Title: Director Real Estate
Date: 3/30/2017


SUBTENANT:

Sprint PCS Assets, L.L.C.

By: 
Name: Brian C. Jordan
Title: Director Real Estate
Date: 3/30/2017

SUBTENANT:

APC Realty and Equipment Company, LLC

By: 
Name: Brian C. Jordan
Title: Director Real Estate
Date: 3/30/2017

**Exhibit A-1 to Buyer Sublease Termination
Sprint Primary Stores Retained by Sprint**

RS Store #	SWAS Store #	Street	City	State	Zip
1041	6437	500 ROUTE 134 BLDG 1	SOUTH DENNIS	MA	2660
1049	7280	711 E 1ST AVE STE 13	ROSELLE	NJ	7203
1050	6438	270 NEW STATE HWY UNIT #4	RAYNHAM	MA	2767
1075	6439	192 BORDER ST	E BOSTON	MA	2128
1105	6440	178 ALE WIFE BROOK PKWY	CAMBRIDGE	MA	2138
1109	6426	339 SQUIRE RD	REVERE	MA	2151
1114	7473	232 GARFIELD AVE	CRANSTON	RI	2920
1123	6427	740 CRESCENT ST	BROCKTON	MA	2302
1148	6441	164 EVERETT AVE	CHELSEA	MA	2150
1163	6429	94 BOSTON ST	LYNN	MA	1904
1170	6430	155 CENTRE ST	MALDEN	MA	2148
1203	7269	39 SOUTH MAIN ST	WEST HARTFORD	CT	6107
1243	7271	279 COTTAGE GROVE RD	BLOOMFIELD	CT	6002
1258	7272	63 OVERLOOK TERRACE	HARTFORD	CT	6106
1268	7218	125 DOLSON AVE	MIDDLETOWN	NY	10940
1306	6431	233 MEMORIAL AVE	W SPRINGFIELD	MA	1089
1310	6432	1375 LIBERTY ST	SPRINGFIELD	MA	1104
1350	6434	601 MEMORIAL DR STE D	CHICOPEE	MA	1020
1352	6435	68 STAFFORD ST	WORCESTER	MA	1603
1403	7194	51 BURNETT BLVD STE #7	POUGHKEEPSIE	NY	12603
1411	7658	2071 BLACK ROCK TPKE	FAIRFIELD	CT	6825
1421	7659	1 PADANARAM RD	DANBURY	CT	6811
1427	7663	172 DANBURY RD	NEW MILFORD	CT	6776
1582	6660	710 PEOPLES PLAZA	NEWARK	DE	19702
1590	7678	775 N DELSEA DR	GLASSBORO	NJ	8028
1716	7247	3742 VIRGINIA BCH BLV #F2	VIRGINIA BEACH	VA	23452
1763	7887	640 S VAN BUREN RD	EDEN	NC	27288
1835	7670	635 S CLINTON AVE STE 205	TRENTON	NJ	8611
1880	7404	223 SHOEMAKER RD STE 138	POTTSTOWN	PA	19464
1886	6506	67 S MAIN ST	NEPTUNE	NJ	7753
1968	7777	4135 CHESHIRE STATION PL	WOODBIDGE	VA	22193
2144	6655	803 GOVERNOR PLACE	BEAR	DE	19701
2166	6656	120 AERENSON DR	MILFORD	DE	19963
2170	7673	1500 ROUTE 47 SOUTH	RIO GRANDE	NJ	8242
2208	7289	489 BRDWAY	BAYONNE	NJ	7002
2225	6501	179 E KENNEDY BLVD	LAKEWOOD	NJ	8701
2236	7675	5016 WELLINGTON AVE	VENTNOR CITY	NJ	8406
2238	6503	1116 US HWY 9	OLD BRIDGE	NJ	8857

RS Store #	SWAS Store #	Street	City	State	Zip
2262	7676	259 NEW RD	SOMERS POINT	NJ	8244
2394	7152	15543 OLD HICKORY BLVD	NASHVILLE	TN	37211
2402	7778	1141 UNIVERSITY BLVD	TAKOMA PARK	MD	20912
2406	7244	140 E LITTLE CREEK RD	NORFOLK	VA	23505
2410	7779	615 12TH ST NW	WASHINGTON	DC	20005
2482	7785	6183 OXON HILL RD	OXON HILL	MD	20745
2501	6623	3843 E 120TH ST	THORNTON	CO	80233
2528	6962	3554 LONG BEACH RD	OCEANSIDE	NY	11572
2529	6534	8128 S TRYON ST	CHARLOTTE	NC	28273
2614	6949	51 WICKS RD	BRENTWOOD	NY	11717
2642	6963	173 GLEN ST	GLEN COVE	NY	11542
2644	6950	1690 SUNRISE HWY	MERRICK	NY	11566
2646	7283	135 BLOOMFIELD AVE	BLOOMFIELD	NJ	7003
2673	7204	1213 E 233RD ST	BRONX	NY	10466
2677	7284	100 BROADWAY	ELMWOOD PARK	NJ	7407
2701	6964	385 S OYSTER BAY RD	PLAINVIEW	NY	11803
2702	6951	293 MIDDLE COUNTRY RD	SELDEN	NY	11784
2706	6952	1975 WANTAGH AVE	WANTAGH	NY	11793
2708	6953	2413 JERICO TNP	GARDEN CTY PARK	NY	11040
2712	6954	3491 HEMPSTEAD TURNPIKE	LEVITTOWN	NY	11756
2722	6956	353 WILLIAM FLOYD PKWY	SHIRLEY	NY	11967
2751	7206	22-32 31ST ST	ASTORIA	NY	11105
2776	7285	517 RIVER RD	EDGEWATER	NJ	7020
2780	7225	965 RICHMOND AVE STE G	STATEN ISLAND	NY	10314
2805	7207	1351 FOREST AVE	STATEN ISLAND	NY	10302
2817	7208	925 LEXINGTON AVE	NEW YORK	NY	10021
2837	7212	134-40 SPRINGFIELD BLVD	SPRINGFIELD GDN	NY	11413
2841	7226	5119 5TH AVE	BROOKLYN	NY	11220
2865	6960	1530 UNION TURNPIKE	NEW HYDE PARK	NY	11042
2880	7287	22 LEXINGTON AVE	PASSAIC	NJ	7055
2885	7217	144 E 98TH ST	BROOKLYN	NY	11212
3021	6875	12730 HAWTHORNE BLVD #G	HAWTHORNE	CA	90250
3035	6991	1124 MAIN ST	DELANO	CA	93215
3044	6878	10927 ATLANTIC AVE	LYNWOOD	CA	90262
3059	6880	5804 N FIGUEROA	LOS ANGELES	CA	90042
3063	6881	1817 CESAR CHAVEZ AVE	LOS ANGELES	CA	90033
3071	7492	1630 E 4TH ST STE J	ONTARIO	CA	91764
3079	7538	513 SWEETWATER RD	SPRING VALLEY	CA	91977
3119	7504	5146 ARLINGTON AVE	RIVERSIDE	CA	92504
3131	6904	517 S GAFFEY	SAN PEDRO	CA	90731

RS Store #	SWAS Store #	Street	City	State	Zip
3155	7329	1005 N STATE COLLEGE BLVD	ANAHEIM	CA	92806
3156	7506	13132 PALM DR	DESERT HOT SPRG	CA	92240
3168	7330	32161 CAMINO CAPISTRANO	SN JN CPSTRN	CA	92675
3201	7560	15100 HESPERIAN BLVD #208	SAN LEANDRO	CA	94578
3228	7561	3325 SONOMA BLVD STE 10	VALLEJO	CA	94590
3230	6992	4846 E KINGS CANYON #101	FRESNO	CA	93727
3237	7714	299 E PLUMB LN STE D	RENO	NV	89502
3254	7562	20566 REDWOOD RD	CASTRO VALLEY	CA	94546
3265	7605	1419 MAIN ST BOX 5	WATSONVILLE	CA	95076
3269	7563	1353 WASHINGTON AVE	SAN LEANDRO	CA	94577
3276	7580	673 TRANCAS	NAPA	CA	94558
3279	7564	2200 MACARTHUR BLVD #2200	OAKLAND	CA	94602
3318	7853	3820 RAINIER AVE S STE F	SEATTLE	WA	98118
3319	7864	2600 SW BARTON STE B-11	SEATTLE	WA	98126
3346	7856	1541 NW LOUISIANA AVE	CHEHALIS	WA	98532
3416	7705	1840 W VALENCIA	TUCSON	AZ	85746
3485	6760	1620 N SCHOOL ST	HONOLULU	HI	96817
3515	6884	1714 S WESTERN AVE	LOS ANGELES	CA	90006
3548	6993	6007 NILES ST	BAKERSFIELD	CA	93306
3569	6886	11970 GARVEY AVE	EL MONTE	CA	91732
3626	7493	14712 LA PAZ DR #104	VICTORVILLE	CA	92392
3634	7508	1458 E FLORIDA AVE	HEMET	CA	92544
3638	6891	11719 ROSECRANS AVE	NORWALK	CA	90650
3644	6908	825 N LAKE AVE	PASADENA	CA	91104
3659	7495	23887 SUNNYMEAD BLVD #E	MORENO VALLEY	CA	92553
3676	7333	1478 N KRAEMER BLVD	PLACENTIA	CA	92870
3686	7497	18284 COLLIER AV STE 1200	LAKE ELSINORE	CA	92530
3699	6893	482 E WASHINGTON BLVD	LOS ANGELES	CA	90015
3727	7351	1480 NE BURNSIDE	GRESHAM	OR	97030
3804	7568	644 BAILEY RD	PITTSBURG	CA	94565
3820	7583	43 E 4TH AVE	SAN MATEO	CA	94401
3849	7569	24901 SANTA CLARA ST #5	HAYWARD	CA	94544
3866	6994	3402 N BLACKSTONE #180	FRESNO	CA	93726
3868	7586	740 STONY POINT RD # B100	SANTA ROSA	CA	95401
3870	6758	3-2600 KAUMUALII HWY B-8	LIHUE	HI	96766
3913	7722	1281 W YOSEMITE	MANTECA	CA	95337
3924	7717	1012 FLORIN RD	SACRAMENTO	CA	95831
3933	7718	495 KEYSTONE AVE STE A	RENO	NV	89503
3936	7719	578 N MCCARRAN BLVD	SPARKS	NV	89431
3968	7499	17171 FOOTHILL BLVD # A	FONTANA	CA	92335

RS Store #	SWAS Store #	Street	City	State	Zip
3974	6939	7291 S EASTERN AVE	LAS VEGAS	NV	89119
3985	7500	624 W HOLT BLVD STE A	ONTARIO	CA	91762
3996	6911	12980 FOOTHILL BLVD #G SP1	SYLMAR	CA	91342
4022	6808	2922 E CLEVELAND BLVD	CALDWELL	ID	83605
4051	7859	14902 PACIFIC AVE S	TACOMA	WA	98444
4070	7432	10735 E APACHE TRL STE 103	APACHE JUNCTION	AZ	85120
4087	7428	3833 E THOMAS RD STE A1	PHOENIX	AZ	85018
4105	7436	362 TOWNESQUARE WAY	PITTSBURGH	PA	15227
4170	7438	961 FREEPORT RD	PITTSBURGH	PA	15238
4189	7439	100 FIFTH AVE	PITTSBURGH	PA	15222
4211	6597	1765 SNOW RD	PARMA	OH	44134
4215	6598	22318 LAKE SHORE BLVD	EUCLID	OH	44123
4220	7288	168 MARKET ST	PATERSON	NJ	7505
4232	6599	3756 ROCKY RIVER RD	CLEVELAND	OH	44111
4251	6829	1820 YAKIMA VALLEY HWY SPC A	SUNNYSIDE	WA	98944
4304	7521	2833 W RIDGE RD STE 5	ROCHESTER	NY	14626
4359	7440	3606 FORBES AVE	PITTSBURGH	PA	15213
4404	6640	3724 E BROAD ST	COLUMBUS	OH	43213
4408	6641	3953 W BRD ST	COLUMBUS	OH	43228
4424	7701	3325 SECOR RD STE 3337	TOLEDO	OH	43606
4431	6642	3547 CLEVELAND AVE	COLUMBUS	OH	43224
4451	6600	1406 A LEXINGTON AVE	MANSFIELD	OH	44907
4493	7336	1015 S MAIN ST STE A	SANTA ANA	CA	92701
4496	6912	1615 N VERMONT AVE	LOS ANGELES	CA	90027
4505	6700	524 W NEW CIRCLE RD #100	LEXINGTON	KY	40511
4514	7154	3983 NOLENSVILLE RD	NASHVILLE	TN	37211
4610	6582	140 S TUTTLE RD	SPRINGFIELD	OH	45505
4631	6583	4462 MONTGOMERY RD	CINCINNATI	OH	45212
4635	6584	8541 WINTON RD	CINCINNATI	OH	45231
4753	6601	1222 OAK HARBOR RD	FREMONT	OH	43420
4755	7702	821 W ALEXIS RD	TOLEDO	OH	43612
4777	7814	796 EASTERN PKWY	LOUISVILLE	KY	40217
4799	6855	4365 NE CHOUTEAU TRFY #C	KANSAS CITY	MO	64117
4886	7442	15937 STATE RD RT 170	EAST LIVERPOOL	OH	43920
4888	6603	3551 BELMONT AVE	YOUNGSTOWN	OH	44505
4911	6897	3422 WILSHIRE BLVD	LOS ANGELES	CA	90010
4928	6644	61243 SOUTHGATE PKWY #A4	CAMBRIDGE	OH	43725
6019	6498	2545 E EUCLID AVE	DES MOINES	IA	50317
6051	6499	4131 UNIVERSITY AVE	DES MOINES	IA	50311
6106	7109	109 WILLOW BEND	CRYSTAL	MN	55428

RS Store #	SWAS Store #	Street	City	State	Zip
6116	7114	3009 NICOLLET AVE	MINNEAPOLIS	MN	55408
6251	7097	2690 CRANSTON RD	BELOIT	WI	53511
6378	6542	1810 W 165TH ST	HAMMOND	IN	46320
6442	6556	1030-B SUMMIT ST	ELGIN	IL	60120
6474	7098	1823A E GENEVA ST	DELAVER	WI	53115
6475	6547	2509 W CERMACK RD	CHICAGO	IL	60608
6598	6479	1875 SANGAMON AVE	SPRINGFIELD	IL	62702
6605	7135	5791 BELLEVILLE CROSSING	BELLEVILLE	IL	62226
6636	7128	8218 N LINDBERGH BLVD	FLORISSANT	MO	63031
6703	6814	8311 E WASHINGTON ST	INDIANAPOLIS	IN	46219
6705	6815	3638 SOUTH EAST ST	INDIANAPOLIS	IN	46227
6719	6818	135 S CHAUNCEY AVE STE F1	W LAFAYETTE	IN	47906
6730	6816	3349 KENTUCKY AVE	INDIANAPOLIS	IN	46221
6841	6552	1272 N LAKE ST	AURORA	IL	60506
6914	7826	401 N CLIPPERT ST	LANSING	MI	48912
6930	6718	4073 N EUCLID AVE	BAY CITY	MI	48706
6940	6738	1025 W 7TH ST	AUBURN	IN	46706
6962	6739	2013 N MICHIGAN ST	PLYMOUTH	IN	46563
8041	7627	300 S BIBB STE F	EAGLE PASS	TX	78852
8046	6775	9001 SPENCER HWY #F	LAPORTE	TX	77571
8056	7628	2730 S BRAHMA BLVD #120	KINGSVILLE	TX	78363
8069	6776	14418 BELLAIRE BLVD	HOUSTON	TX	77083
8114	6730	1745 TROUP HWY	TYLER	TX	75701
8208	6778	5185 W 34TH ST STE 300	HOUSTON	TX	77092
8216	6792	2625 S LOOP 35	ALVIN	TX	77511
8257	6782	3533 PALMER HWY	TEXAS CITY	TX	77590
8259	6784	6888 GULF FRWY STE 630	HOUSTON	TX	77087
8307	7834	5707 4TH ST STE 2	LUBBOCK	TX	79416
8310	6350	4650 TRANSMOUNTAIN DR #C	EL PASO	TX	79924
8345	6672	1453 N SAGINAW STE 100	SAGINAW	TX	76179
8468	7057	35 GOODMAN RD W STE E	SOUTHAVEN	MS	38671
8501	7804	3002 DODGE ST	OMAHA	NE	68131
8509	6849	7706 STATE AVE	KANSAS CITY	KS	66112
8525	6868	5390 JOHNSON DR	MISSION	KS	66205
8560	7131	1824 S GLENSTONE	SPRINGFIELD	MO	65804
8580	6619	6720 CAMDEN BLVD	FOUNTAIN	CO	80817
8636	6628	12385 W 64TH ST	ARVADA	CO	80004
8647	6620	4090 AUSTIN BLUFFS PKWY	COLORADO SPRINGS	CO	80918
8674	6622	2660 11TH AVE	GREELEY	CO	80631
8720	6370	1891 CHAMBLEE TUCKER RD	CHAMBLEE	GA	30341

RS Store #	SWAS Store #	Street	City	State	Zip
8786	6371	65 LAWRENCEVILLE SUWANEE STE 14	LAWRENCEVILLE	GA	30044
8806	7686	1291 S MISSOURI AVE	CLEARWATER	FL	33756
8809	7687	9023 NO FLORIDA AVE	TAMPA	FL	33604
8818	7065	4640 FOREST HILL BLVD	W PALM BEACH	FL	33415
8830	7066	19831 NW 2ND AVE	MIAMI GARDENS	FL	33169
8837	7373	7222 W COLONIAL DR	ORLANDO	FL	32818
8839	7374	2315 S FEDERAL HWY	FORT PIERCE	FL	34982
8849	6752	400 N NAVY BLVD #B	PENSACOLA	FL	32507
8865	6838	2 NW 16TH AVE	GAINESVILLE	FL	32601
8867	7385	1455 E SEMORAN BLVD #117	CASSELBERRY	FL	32730
8876	6839	3655 UNIVERSITY BLV W #1	JACKSONVILLE	FL	32217
8883	7377	222 NORTH NOVA RD	ORMOND BEACH	FL	32174
8885	7378	600 S HUNT CLUB BLVD	APOPKA	FL	32703
8888	6840	4419 ROOSEVELT BLVD	JACKSONVILLE	FL	32210
8903	7068	6609 TAFT ST	HOLLYWOOD	FL	33024
8931	7071	1780 STIRLING RD #103	DANIA BEACH	FL	33004
8945	7072	5411 N UNIVERSITY DR	LAUDERHILL	FL	33351
8973	7688	4933 34TH ST S	ST PETERSBURG	FL	33711
8986	7073	75 E INDIANTOWN RD #605	JUPITER	FL	33477
8993	7641	8396 N LOCKWOOD RIDGE RD	SARASOTA	FL	34243
9004	7610	1990 FREEDOM BLVD	FREEDOM	CA	95019
9019	7612	280 E 10TH ST STE D	GILROY	CA	95020
9053	7589	4498 LONE TREE WAY	ANTIOCH	CA	94531
9182	7177	3600 S CARROLLTON SPC J	NEW ORLEANS	LA	70118
9240	7178	717 CANAL ST	NEW ORLEANS	LA	70130
9295	6394	5186 KYLE CTR DR STE 9	KYLE	TX	78640
9398	6379	102 W C BRYANT PKWY	CALHOUN	GA	30701
9413	7311	11613 E 31 ST	TULSA	OK	74146
9461	6942	3531 S RAINBOW BLVD	LAS VEGAS	NV	89103
9465	7707	2071 E IRVINGTON RD	TUCSON	AZ	85714
9481	7312	2127 NW 23RD ST	OKLAHOMA CITY	OK	73107
9482	7313	1413 W I240 SERVICE RD #A	OKLAHOMA CITY	OK	73159
9493	7542	4371 UNIVERSITY AVE # 400	SAN DIEGO	CA	92105
9496	7501	50223 HARRISON ST STE B	COACHELLA	CA	92236
9501	7690	8795 N 56TH ST	TEMPLE TERRACE	FL	33617
9530	7648	2310 S TAMIAMI TRL #1101	PUNTA GORDA	FL	33950
9536	7379	715 N 14TH ST	LEESBURG	FL	34748
9575	7642	3280 TAMIAMI TRAIL	PORT CHARLOTTE	FL	33952
9577	7380	285 E VAN FLEET DR	BARTOW	FL	33830
9580	7387	2036 US HWY 92 WEST	AUBURNDALE	FL	33823

RS Store #	SWAS Store #	Street	City	State	Zip
9588	7382	1421 S BABCOCK ST	MELBOURNE	FL	32901
9596	7463	320 CARR 153 STE 85	SANTA ISABEL	PR	757
9630	7617	504 BYPASS 72 NW	GREENWOOD	SC	29649
9669	7643	1315 HOMESTEAD RD N STE B	LEHIGH ACRES	FL	33936
9720	7074	5920 NW 183RD ST	MIAMI	FL	33015
9741	7179	8309 W JUDGE PEREZ DR	CHALMETTE	LA	70043
9784	6754	4610 MOBILE HWY #B	PENSACOLA	FL	32506
9806	7075	4246 NORTHLAKE BLVD	PALM BEACH GRDN	FL	33410
9830	7650	106 HANCOCK BRDG PKWY W STE A6	CAPE CORAL	FL	33991
9874	7077	167 S POMPANO PKWY	POMPANO BEACH	FL	33069
9885	7693	11685 BOYETTE RD #104	RIVERVIEW	FL	33569
9937	6354	1443 LEE TREVINO DR	EL PASO	TX	79936
9943	7102	3040 FISH HATCHERY RD	MADISON	WI	53713

**Exhibit B-1 to Buyer Sublease Termination
Sprint Primary Stores to be Exited by Sprint**

RS Store #	SWAS Store #	Street	City	State	Zip
1192	6444	2991K CRANBERRY HWY	E WAREHAM	MA	2538
1212	7657	506 WINSTED RD	TORRINGTON	CT	6790
1236	7276	77 FARMINGTON AVE	BRISTOL	CT	6010
1239	7277	937 POQUONNOCK RD	GROTON	CT	6340
1345	6433	242 KING ST	NORTHAMPTON	MA	1060
1436	7196	78 BROOKSIDE AVE #217	CHESTER	NY	10918
1739	7143	2803 CHURCH ST	CONWAY	SC	29526
1814	7400	1305 W CHESTER PIKE	HAVERTOWN	PA	19083
1820	7401	3299 E LINCOLN HWY	THORNDALE	PA	19372
1826	7412	839 E BALTIMORE PIKE	KENNETT SQ	PA	19348
1885	7406	312 COMMONS WAY UNIT C3	PARKESBURG	PA	19365
1887	7679	18 BROADWAY STE F	BROWNS MILLS	NJ	8015
1890	6661	328 E MAIN ST	MIDDLETOWN	DE	19709
1922	6529	904 S CANNON BLVD	KANNAPOLIS	NC	28083
1924	7479	624 LILLINGTON HWY #100	SPRING LAKE	NC	28390
1991	7144	2075-R N MARINE BLVD	JACKSONVILLE	NC	28546
1999	7480	3500 N ROXBORO ST #10	DURHAM	NC	27704
2006	7413	2130 W UNION BLVD	BETHLEHEM	PA	18018
2011	6512	1256C MILLERSVILLE PIKE	LANCASTER	PA	17603
2017	6513	457 SUSQUEHANNA BLVD	HAZLETON	PA	18202
2029	7417	3923 PERKIOMEN AVE	READING	PA	19606
2036	7423	1091 MILLCREEK RD #A1	WESCOSVILLE	PA	18106
2066	6516	2600 WILLOW ST PIKE N	WILLOW STREET	PA	17584
2107	7408	8501 HENRY AVE	PHILADELPHIA	PA	19128
2109	6407	119 W COLLEGE AVE UNIT A	SALISBURY	MD	21804
2128	6408	1206 REISTERSTOWN	BALTIMORE	MD	21208
2148	7415	3926 NAZARETH PIKE #28	BETHLEHEM	PA	18020
2156	7671	322 TILTON RD	NORTHFIELD	NJ	8225
2174	6409	2745 DORCHESTER SQUARE SC	CAMBRIDGE	MD	21613
2237	7681	72 PRINCETON HIGHTSTOWN	HIGHTSTOWN	NJ	8520
2247	6508	344 US RT 9 STE 7	LANOKA HARBOR	NJ	8734
2248	7682	1311 B FAIRVIEW ST	DELTRAN	NJ	8075
2249	6504	940 EASTON AVE	SOMERSET	NJ	8873
2294	7282	503 IRVINGTON AVE	NEWARK	NJ	7106
2309	7481	1058 W CLUB BLVD #221	DURHAM	NC	27701
2310	7888	1229 SILAS CREEK PKWY	WINSTON-SALEM	NC	27127
2326	6531	1480 CONCORD PKWY N STE 95	CONCORD	NC	28025
2328	6532	720 HWY 24 27 73 E STE 2	ALBEMARLE	NC	28001

RS Store #	SWAS Store #	Street	City	State	Zip
2369	7616	14180 E WADE HAMPTON BLVD	GREER	SC	29651
2375	6533	8821 JW CLAY BLVD STE 2	CHARLOTTE	NC	28262
2407	7245	2332 W MERCURY BLVD	HAMPTON	VA	23666
2427	7780	5201 B INDIAN HEAD HWY	OXON HILL	MD	20745
2433	6657	6 COLLEGE PARK LANE #14	GEORGETOWN	DE	19947
2450	7250	14331 WARWICK BLVD	NEWPORT NEWS	VA	23602
2456	7781	3122 QUEENS CHAPEL RD	HYATTSVILLE	MD	20782
2469	7782	418 GARRISONVILLE RD #212	STAFFORD	VA	22554
2476	7783	7350 BALTIMORE AVE #12A	COLLEGE PARK	MD	20740
2478	7784	962 SWAN CREEK RD #B	FT WASHINGTON	MD	20744
2495	7786	1528 BENNING RD NE	WASHINGTON	DC	20002
2573	6348	1732 W MALONEY AVE	GALLUP	NM	87301
2574	7348	1515 N PACIFIC HWY	WOODBURN	OR	97071
2604	7221	118 COURT ST	BROOKLYN	NY	11201
2622	7198	62-17 ROOSEVELT AVE	WOODSIDE	NY	11377
2623	7199	5736 MYRTLE AVE	RIDGEWOOD	NY	11385
2632	7200	2194 WHITE PLAINS RD	BRONX	NY	10462
2649	7201	113-20 LIBERTY AVE	RICHMOND HILL	NY	11419
2665	7203	1998 BRUCKNER BLVD	BRONX	NY	10473
2691	7205	528 FIFTH AVE	BROOKLYN	NY	11215
2721	6965	1043 RTE 112	PORT JEFFERSON	NY	11776
2726	6958	112A WHEELER RD	CENTRAL ISLIP	NY	11722
2759	6967	601 PORTION RD	LAKE RONKONKOMA	NY	11779
2779	7286	500 S RIVER ST	HACKENSACK	NJ	7601
2826	7210	1386 PENNSYLVANIA AVE	BROOKLYN	NY	11239
2834	7211	1357 BRDWAY	BROOKLYN	NY	11221
2848	7213	319 WEST 125TH ST	NEW YORK	NY	10027
2851	7928	25 ELM ST	WARWICK	NY	10990
2856	7214	2425 PALMER AVE	NEW ROCHELLE	NY	10801
2858	7215	1640 PITKIN AVE	BROOKLYN	NY	11212
2864	7216	16805 JAMAICA AVE	JAMAICA	NY	11432
2879	7227	69 18 METROPOLITAN AVE	MIDDLE VILLAGE	NY	11379
2911	6663	119 BIG ELK MALL	ELKTON	MD	21921
2920	6411	4644 WILKENS AVE	BALTIMORE	MD	21229
2924	6414	1716 LIBERTY RD STE 4	ELDERSBURG	MD	21784
2938	7796	732 7TH ST NW	WASHINGTON	DC	20001
2961	6658	379 WALMART DR	CAMDEN	DE	19934
3002	6871	10747 LONG BEACH BLVD #2	LYNWOOD	CA	90262
3003	6872	15737 DOWNEY AVE	PARAMOUNT	CA	90723
3008	6899	2744 PACIFIC COAST HWY	TORRANCE	CA	90505

RS Store #	SWAS Store #	Street	City	State	Zip
3018	7503	321 E ALESSANDRA BLVD STE 2F	RIVERSIDE	CA	92508
3025	7543	1075 S MISSION RD STE 12L	FALLBROOK	CA	92028
3047	6900	4081 W AVE L	LANCASTER	CA	93536
3055	6879	2412 VICTORY BLVD	BURBANK	CA	91506
3057	6901	5786 1/2 MELROSE AVE	LOS ANGELES	CA	90038
3075	6902	11863 WHITTIER BLVD	WHITTIER	CA	90601
3091	7539	344 EAST H ST STE 1409	CHULA VISTA	CA	91910
3092	7545	3729 AVOCADO BLVD	LA MESA	CA	91941
3115	7540	3312 UNIVERSITY	SAN DIEGO	CA	92104
3127	7327	13662 NEWPORT AVE # F&G	TUSTIN	CA	92780
3150	7328	5496 LINCOLN AVE	CYPRESS	CA	90630
3176	7341	2700 W COAST HWY STE 160	NEWPORT BEACH	CA	92663
3215	7577	563 SAN PABLO AVE	ALBANY	CA	94706
3280	7565	501 14TH ST #26	OAKLAND	CA	94612
3322	7865	6212 6TH AVE	TACOMA	WA	98406
3384	6828	1767 GEORGE WASHINGTON WA	RICHLAND	WA	99352
3385	7858	2800 MILTON WAY	MILTON	WA	98354
3406	7704	6248 E SPEEDWAY BLVD	TUCSON	AZ	85712
3450	7706	4020 N ORACLE RD	TUCSON	AZ	85705
3483	7332	9885 CHAPMAN AVE	GARDEN GROVE	CA	92841
3529	7263	167 N FAIRVIEW AVE SPC167	GOLETA	CA	93117
3552	7258	248 W HARVARD BLVD #C	SANTA PAULA	CA	93060
3571	6888	6912 SANTA FE AVE	HUNTINGTON PARK	CA	90255
3632	7494	194 W FOOTHILL	RIALTO	CA	92376
3635	6907	830 E VALLEY BLVD	ALHAMBRA	CA	91801
3652	7509	3907 CHICAGO AVE #B	RIVERSIDE	CA	92507
3670	6761	808 WAINEE ST #102	LAHAINA	HI	96761
3698	6909	1837 S LA CIENEGA BLVD	LOS ANGELES	CA	90035
3706	7349	5713 MAIN ST	SPRINGFIELD	OR	97478
3718	7359	16420 SE MCGILLIVARY BLVD	VANCOUVER	WA	98683
3720	7350	7219 NE HWY 99 STE 103	VANCOUVER	WA	98665
3728	7352	4570 COMMERCIAL ST SE	SALEM	OR	97302
3736	7354	3252 LANCASTER DR	SALEM	OR	97305
3774	6894	146 S VERMONT AVE	LOS ANGELES	CA	90004
3778	7355	3015 W 11TH ST	EUGENE	OR	97402
3790	6895	2036 ATLANTIC BLVD	MONTEREY PARK	CA	91754
3795	7335	995 S BEACH BLVD	ANAHEIM	CA	92804
3796	6910	5001 WILSHIRE BLVD #115	LOS ANGELES	CA	90036
3854	7570	2655 SOMERVILLE RD	ANTIOCH	CA	94509
3898	7716	8641 ELK GROVE BLVD	ELK GROVE	CA	95624

RS Store #	SWAS Store #	Street	City	State	Zip
3901	8858	42124 G BIG BEAR BLVD	BIG BEAR LAKE	CA	92315
3964	6943	334 W LAKE MEAD PKWY	HENDERSON	NV	89015
3981	6944	3125 TROPICANA AVE STE A	LAS VEGAS	NV	89121
3984	7427	1672 E GUADALUPE RD #101	GILBERT	AZ	85234
4081	7860	1201 AUBURN WAY N	AUBURN	WA	98002
4088	6811	7470 W STATE ST	BOISE	ID	83714
4096	7803	3423 L ST #15	OMAHA	NE	68107
4128	7879	2895 W 26TH ST	ERIE	PA	16506
4147	7437	4313 WALNUT ST STE 30	MC KEESPORT	PA	15132
4254	6830	135 N ELY	KENNEWICK	WA	99336
4271	7364	1433 SE 1ST STE 104	CANBY	OR	97013
4272	7871	1519 132ND ST SE	EVERETT	WA	98208
4365	6470	3955 VINEYARD DR	DUNKIRK	NY	14048
4490	6477	1800 E FT HARRISON RD #6	TERRE HAUTE	IN	47804
4491	7827	2279 N PARK DR STE 420	HOLLAND	MI	49424
4498	6896	37134 47TH ST E STE A	PALMDALE	CA	93552
4512	7153	361 OPRY MILLS DR	NASHVILLE	TN	37214
4520	7812	2684 FREDERICA ST	OWENSBORO	KY	42301
4537	6701	1303 US HWY 127 S STE 405	FRANKFORT	KY	40601
4620	6589	9866 READING RD	EVENDALE	OH	45241
4651	6585	704 HARRY SAUNER RD	HILLSBORO	OH	45133
4706	6586	1845 W MAIN ST SP B-112	TROY	OH	45373
4749	6847	905 WESTPORT RD STE D	KANSAS CITY	MO	64111
4773	7813	2028 S HWY 53 STE 2	LA GRANGE	KY	40031
4810	7741	217 GRANT AVE	AUBURN	NY	13021
4884	7441	1037 N HERMITAGE RD SP 2	HERMITAGE	PA	16148
4918	6913	8801 W PICO BLVD	LOS ANGELES	CA	90035
6046	6697	3360 MAIN ST	KEOKUK	IA	52632
6190	7111	1600 MILLER TRUNK HWY#408	DULUTH	MN	55811
6229	7095	2251 WEST BRDWAY	MADISON	WI	53713
6230	7096	7600 W CAPITAL DR	MILWAUKEE	WI	53222
6297	6541	6905 WEST OGDEN AVE	BERWYN	IL	60402
6303	6709	1887 SOUTHFIELD RD	LINCOLN PARK	MI	48146
6321	6710	31853 GRATIOT AVE	ROSEVILLE	MI	48066
6339	6713	200 WEST TWELVE MILE RD	MADISON HTS	MI	48071
6399	6717	2453 ELLSWORTH RD	YPSILANTI	MI	48197
6408	6543	1524 N LEWIS	WAUKEGAN	IL	60085
6415	6554	1750 ROSENTIEL ST	FREEPORT	IL	61032
6443	6546	6944 KINGERY HWY	WILLOWBROOK	IL	60527
6485	6478	4202 N PROSPECT HWY 51 N	DECATUR	IL	62526

RS Store #	SWAS Store #	Street	City	State	Zip
6525	6548	12125 S WESTERN AVE	BLUE ISLAND	IL	60406
6593	6550	2246 S CICERO AVE	CICERO	IL	60804
6634	6480	2020 N PROSPECT AVE STE 4	CHAMPAIGN	IL	61822
6656	7130	1213 SOUTH MAIN	SIKESTON	MO	63801
6661	7325	3426 W OWEN K GARRIOTT RD	ENID	OK	73703
6738	6481	1837 S US HWY 231	CRAWFORDSVILLE	IN	47933
6750	6737	1290 E IRELAND RD #Z200	SOUTH BEND	IN	46614
6786	6551	1615 E 37TH AVE	HOBART	IN	46342
6858	6564	1105 N STATE ST	BELVIDERE	IL	61008
6884	6483	2830 N VERMILLION STE C	DANVILLE	IL	61832
6943	6719	1800 WEST MICHIGAN AVE	JACKSON	MI	49202
6983	6720	531 N TELEGRAPH RD	MONROE	MI	48162
8004	7626	1203 EAST MAIN	ALICE	TX	78332
8005	6787	915 N SHEPHERD STE F	HOUSTON	TX	77008
8007	6772	3212 HILLCROFT STE A	HOUSTON	TX	77057
8015	6773	3011 11TH ST #200	HUNTSVILLE	TX	77340
8018	6774	12633 FM 1960 WEST	HOUSTON	TX	77065
8027	6797	23741 HWY 59 STE 14B	PORTER	TX	77365
8064	7629	1026 N TEXAS	WESLACO	TX	78596
8067	7529	8211 STATE HWY 151 # 101	SAN ANTONIO	TX	78245
8086	6790	3221 HWY 6 SOUTH	SUGAR LAND	TX	77478
8117	6731	2306 S JEFFERSON STE B	MT PLEASANT	TX	75455
8125	6666	1803 W 7TH AVE	CORSICANA	TX	75110
8146	6668	1916 E BELTLINE RD STE A	CARROLLTON	TX	75006
8151	6669	10520 GARLAND RD	DALLAS	TX	75218
8162	6678	3253 INDEPENDENCE PKWY	PLANO	TX	75075
8203	6791	5419 BELLAIRE	BELLAIRE	TX	77401
8238	7174	5950 AIRLINE HWY	BATON ROUGE	LA	70805
8258	6783	2755 GESSNER RD STE R	HOUSTON	TX	77080
8264	6785	140 S WAYSIDE	HOUSTON	TX	77011
8268	6981	5090 TWIN CITY HWY STE A	GROVES	TX	77619
8305	6681	1501 N GRAND AVE STE J	GAINESVILLE	TX	76240
8343	6732	1314 S JACKSON ST	JACKSONVILLE	TX	75766
8348	6673	3901 E BELKNAP	FORT WORTH	TX	76111
8360	6982	3027 HWY 28 E	PINEVILLE	LA	71360
8384	6674	4200 SOUTH FRWY STE P21	FORT WORTH	TX	76115
8397	6688	415 W UNIVERSITY DR	DENTON	TX	76201
8398	6983	1723 CRESSWELL LN STE A1	OPELOUSAS	LA	70570
8403	6848	1050 SO OLIVER	WICHITA	KS	67218
8406	7056	1625 POPLAR AVE	MEMPHIS	TN	38104

RS Store #	SWAS Store #	Street	City	State	Zip
8412	7308	2004 S WOOD DR STE 2000	OKMULGEE	OK	74447
8428	7309	1640 S SOONER RD #C	MIDWEST CITY	OK	73110
8429	6365	2632 PIKE AVE #B	NORTH LITTLE ROCK	AR	72114
8444	7123	119 HWY 80 E	CLINTON	MS	39056
8460	6684	4105 HWY 121 STE 600	BEDFORD	TX	76021
8484	6366	1315 T P WHITE DR	JACKSONVILLE	AR	72076
8494	6675	201 NE 28TH ST	FORT WORTH	TX	76106
8497	6692	121 RUFÉ SNOW STE 103	KELLER	TX	76248
8511	7805	2000 W BRDWAY	COUNCIL BLUFFS	IA	51501
8519	7808	2658 N 90TH ST	OMAHA	NE	68134
8591	6852	2028 N TOPEKA BLVD	TOPEKA	KS	66608
8594	6853	4848 S BROADWAY	WICHITA	KS	67216
8596	6870	1530 SW WANAMAKER RD	TOPEKA	KS	66604
8620	6627	4319 CENTENNIAL BLVD	COLORADO SPRINGS	CO	80907
8695	6353	1300 W I40 FRONTAGE RD	GALLUP	NM	87301
8763	6751	831 N TYNDALL PKWY	CALLAWAY	FL	32404
8821	6836	1805 SILVER SPRING BLVD	OCALA	FL	34470
8833	7067	12135 BISCAYNE BLVD	MIAMI	FL	33181
8838	7691	1900 US HWY 19	HOLIDAY	FL	34691
8841	7383	1528 3RD ST SW	WINTER HAVEN	FL	33880
8851	6837	5960-07A BEACH BLVD	JACKSONVILLE	FL	32207
8862	7384	2673 S WOODLAND BLVD	DELAND	FL	32720
8875	7375	2301 HWY 524 #125	COCOA	FL	32926
8879	7376	4711 BABCOCK ST # 35	PALM BAY	FL	32905
8892	7698	1964 W TENNESSEE ST # 18	TALLAHASSEE	FL	32304
9017	7611	335 SOQUEL AVE	SANTA CRUZ	CA	95062
9060	7572	3040 E 9TH ST STE A	OAKLAND	CA	94601
9118	6984	915 S LEWIS ST	NEW IBERIA	LA	70560
9120	7836	3207 50TH ST STE B	LUBBOCK	TX	79413
9123	6733	203 N SERVICE RD E	RUSTON	LA	71270
9134	6676	445 E FM 1382 STE 1	CEDAR HILL	TX	75104
9206	7534	4403 W COMMERCE ST	SAN ANTONIO	TX	78237
9256	6391	3203 FREEDOM BLVD STE 200	BRYAN	TX	77802
9285	7530	13909 NACOGDOCHES RD #101	SAN ANTONIO	TX	78217
9320	7058	1404 OLD ABERDEEN RD	COLUMBUS	MS	39701
9343	6373	597 BULLSBORO DR	NEWNAN	GA	30265
9347	6341	977 GILBERT FERRY RD	ATTALLA	AL	35954
9375	7155	1856 N MAIN ST	SHELBYVILLE	TN	37160
9429	7512	32275 MISSION TRL STE 4	LAKE ELSINORE	CA	92530
9444	6941	1631 W CRAIG RD #2	N LAS VEGAS	NV	89032

RS Store #	SWAS Store #	Street	City	State	Zip
9456	6945	2370 E SERENE AVE STE B	LAS VEGAS	NV	89123
9473	7537	2087 WEST OAKLAWN STE 200	PLEASANTON	TX	78064
9557	7462	101 AVE VICTOR CRUZ STE 3	JUANA DIAZ	PR	795
9605	6750	1215 KNOX AVE	NORTH AUGUSTA	SC	29841
9631	7146	2701 DAVID H MCLEOD BLVD	FLORENCE	SC	29501
9633	7618	141 WALTON DR	GAFFNEY	SC	29341
9739	6786	1501 W CHURCH ST STE 800	LIVINGSTON	TX	77351
9888	7645	1468 US HWY 17 N	WAUCHULA	FL	33873
9915	7837	100 WAL-MART COURT	ODESSA	TX	79763
9921	7314	200 C AVE #66	LAWTON	OK	73501
9935	7838	2602 S GREGG ST	BIG SPRING	TX	79720

Exhibit 3

**FIRST AMENDED AND RESTATED
SUPPLEMENTAL TRANSITION SERVICES AGREEMENT**

This FIRST AMENDED AND RESTATED SUPPLEMENTAL TRANSITION SERVICES AGREEMENT, dated as of March 31, 2017 (the "Effective Date"), is entered into by and between SPRINT SOLUTIONS, INC., a Delaware corporation ("Sprint"), and GENERAL WIRELESS OPERATIONS INC., a Delaware corporation ("General Wireless"), on behalf of itself and its Affiliates (the "Transition Agreement"). Sprint and General Wireless are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Sprint and General Wireless have entered into a Mutual Settlement and Release, Operations Wind Down, and Bankruptcy Cooperation Agreement (the "Settlement Agreement"), dated the same date as this Transition Agreement; and

WHEREAS, pursuant to the Settlement Agreement, the Parties entered into a Supplemental Transition Services Agreement dated as of March 5, 2017 (the "Original TSA") , and now desire to restate the Original TSA effective as of March 5, 2017.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the Parties hereby agree, subject to Bankruptcy Court approval, as follows:

I. Definitions

"Exhibit B Stores" means the stores described on Exhibit B of the Settlement Agreement.

"Exhibit C Stores" means the stores described on Exhibit C of the Settlement Agreement.

"Exhibit D Stores" means the stores described on Exhibit D of the Settlement Agreement.

"Exhibit G Stores" means the stores described on Exhibit G of the Settlement Agreement.

Other capitalized terms used but not defined herein shall have the meaning set forth for such terms in the Settlement Agreement, the Amended and Restated Master Strategic Alliance Agreement (the "Alliance Agreement"), the Multiple Site Sublease Agreements, and/or the Operations, Management and Staffing Agreement (the "Operations Agreement") by and between Sprint and General Wireless.

II. Term/Termination

This Transition Agreement is effective on the Effective Date and remains in force until May 30, 2017 (the "Term"). For the purposes of clarification, nothing contained in this Transition Agreement shall alter General Wireless' rights to conduct going out of business or inventory liquidation sales in accordance with the Settlement Agreement.

III. Services

A. Utilities.

General Wireless is currently solely responsible for maintaining the account with and submitting payment to the utility provider for certain general utilities providing service to the Exhibit B Stores and the Exhibit E Stores, including, without limitation, (1) water; (2) gas; (3) electricity; (4) telephone service; (5) sewage and waste; and (6) trash services (the "General Utilities"). General Wireless is also currently solely responsible for maintaining the account with and submitting payment to the utility provider for alarm system monitoring services and broadband internet services (the "Additional Utilities" and, collectively with the General Utilities, the "Utilities ") to the Exhibit B Stores, the Exhibit C Stores, the Exhibit D Stores and the Exhibit G Stores. General Wireless will continue to provide the General Utilities to the Exhibit B Stores and the Additional Utilities to the Exhibit B Stores and the Exhibit C Stores, until the earlier of (a) the date that Sprint establishes the utility service in its own name for any location or (b) May 31, 2017. Subject to Sprint's payment obligations set forth below, General Wireless will continue to provide the General Utilities and the Additional Utilities to the Exhibit D Stores until the earlier of either (a) the Decommission Date; (b) the Termination Date; or at Sprint's option May 31, 2017. General Wireless will continue to provide the General Utilities to each Exhibit G Stores' at its sole cost and expense until the Decommission Date for that Exhibit G Store.

During the Term, Sprint shall use commercially reasonable best efforts to establish their own accounts for the General Utilities for the Exhibit B Stores; and the Additional Utilities for the Exhibit B Stores and the Exhibit C Stores and, at Sprint's option, the Exhibit D Stores. Once Sprint has established a particular Utilities in its own name at any location, Sprint will immediately notify General Wireless and General Wireless may discontinue its account and stop providing that particular Utilities to that location. General Wireless is entitled to the return of any deposit(s) associated with General Wireless' Utilities accounts. Sprint shall be solely responsible for any deposit(s), payment(s), or fee(s) associated with establishing its own Utilities accounts.

General Wireless will be responsible providing the General Utilities to the Exhibit B Stores and the Additional Utilities to the Exhibit B Stores, the Exhibit C Stores and any Exhibit D Stores until April 30, 2017, provided that Sprint shall reimburse General Wireless for any and all costs associated with that service after March 31, 2017. If Sprint is unable to establish General Utilities for any Exhibit B Store or Additional Utilities to any Exhibit B Store or any Exhibit C Store or any Exhibit D Store prior to April 30, 2017, General Wireless will continue providing such service at that location, and notwithstanding anything to the contrary in the Settlement Agreement Sprint shall reimburse General Wireless for any and all costs associated with maintaining that service. In no event shall General Wireless be required to maintain any Utilities beyond May 31, 2017.

B. Repair & Maintenance

On or after the Effective Date, Sprint is solely responsible for performing any required repairs and maintenance (as determined by Sprint in its sole discretion or as required in any applicable Master Lease) at the Exhibit B Stores, the Exhibit C Stores and the Exhibit D Stores until the lease for any Exhibit D Store is terminated as contemplated in Section 4.3 of the Settlement Agreement. Sprint and General Wireless shall continue to share the costs for any required repairs and maintenance to any Exhibit G Stores in accordance with the terms of the Operations Agreement and Schedule 4.1 of the Settlement Agreement until the earlier of April 30, 2017 or the Termination Date, at which time General Wireless shall be solely responsible for performing all required repairs or maintenance to the Exhibit G Stores; provided, however, that nothing contained herein shall extend the date of abandonment, or the period during which General Wireless shall be responsible for performing any required repairs and maintenance, beyond the effective date of rejection of any applicable lease in Buyer's bankruptcy case.

IV. Abandoned Inventory.

Any (i) inventory of Buyer remaining in a Sprint Retained Store that is not timely removed within the timeframe required under the Settlement Agreement, and (ii) any inventory of Sprint remaining in a Buyer Primary Store that is not timely removed within the timeframe required by the Settlement Agreements, shall, if not thereafter removed within seven days following written notice from the other party, be deemed abandoned.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized officer, in each case as of the Effective Date.

GENERAL WIRELESS OPERATIONS INC.

By: 

Name: Bradford A. Tobin

Title: Senior Vice President & General Counsel

SPRINT SOLUTIONS INC.

By: 

Name: Michael D. McMahon

Title: Vice President & General Manager

Exhibit 4

FIRST AMENDED AND RESTATED
SUPPLEMENTAL TRANSITION SERVICES AGREEMENT

This **FIRST AMENDED AND RESTATED** SUPPLEMENTAL TRANSITION SERVICES AGREEMENT, dated as of March 5, 2017 (the "Effective Date"), is entered into by and between SPRINT SOLUTIONS, INC., a Delaware corporation ("Sprint"), and GENERAL WIRELESS OPERATIONS INC., a Delaware corporation ("General Wireless"), on behalf of itself and its Affiliates (the "Transition Agreement"). Sprint and General Wireless are sometimes hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, Sprint and General Wireless have entered into a Mutual Settlement and Release, Operations Wind Down, and Bankruptcy Cooperation Agreement (the "Settlement Agreement"), dated the same date as this Transition Agreement; and

WHEREAS, ~~pursuant to the Settlement Agreement provides that, the Parties shall enter entered into this a Supplemental Transition Services Agreement to provide for the provision of certain transition services. dated as of March 5, 2017 (the "Original TSA"), and now desire to restate the Original TSA effective as of March 5, 2017.~~

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the Parties hereby agree, **subject to Bankruptcy Court approval**, as follows:

I. **Definitions**

"Exhibit B Stores" means the stores described on Exhibit B of the Settlement Agreement.

"Exhibit C Stores" means the stores described on Exhibit C of the Settlement Agreement.

"Exhibit D Stores" means the stores described on Exhibit D of the Settlement Agreement.

"Exhibit G Stores" means the stores described on Exhibit G of the Settlement Agreement.

Other capitalized terms used but not defined herein shall have the meaning set forth for such terms in the Settlement Agreement, the Amended and Restated Master Strategic Alliance Agreement (the "Alliance Agreement"), the Multiple Site Sublease Agreements, and/or the

Operations, Management and Staffing Agreement (the "Operations Agreement") by and between Sprint and General Wireless.

II. Term/Termination

This Transition Agreement is effective on the Effective Date and remains in force until May 30, 2017 (the "Term"). For the purposes of clarification, nothing contained in this Transition Agreement shall alter General Wireless' rights to conduct going out of business or inventory liquidation sales in accordance with the Settlement Agreement.

III. Services

A. Utilities.

General Wireless is currently solely responsible for maintaining the account with and submitting payment to the utility provider for certain general utilities providing service to the Exhibit B Stores and the Exhibit E Stores, including, without limitation, (1) water; (2) gas; (3) electricity; (4) telephone service; (5) sewage and waste; and (6) trash services (the "General Utilities"). General Wireless is also currently solely responsible for maintaining the account with and submitting payment to the utility provider for alarm system monitoring services and broadband internet services (the "Additional Utilities" and, collectively with the General Utilities, the "Utilities ") to the Exhibit B Stores, the Exhibit C Stores, the Exhibit D Stores and the Exhibit G Stores. General Wireless will continue to provide the General Utilities to the Exhibit B Stores and the Additional Utilities to the Exhibit B Stores and the Exhibit C Stores, until the earlier of (a) the date that Sprint establishes the utility service in its own name for any location or (b) May 31, 2017. Subject to Sprint's payment obligations set forth below, General Wireless will continue to provide the General Utilities and the Additional Utilities to the Exhibit D Stores until the earlier of either (a) the Decommission Date; (b) the Termination Date; or at Sprint's option May 31, 2017. General Wireless will continue to provide the General Utilities to each Exhibit G Stores' at its sole cost and expense until the Decommission Date for that Exhibit G Store.—

During the Term, Sprint shall use commercially reasonable best efforts to establish their own accounts for the General Utilities for the Exhibit B Stores; and the Additional Utilities for the Exhibit B Stores and the Exhibit C Stores and, at Sprint's option, the Exhibit D Stores. Once Sprint has established a particular Utilities in its own name at any location, Sprint will immediately notify General Wireless and General Wireless may discontinue its account and stop providing that particular Utilities to that location. General Wireless is entitled to the return of any deposit(s) associated with General Wireless' Utilities accounts. Sprint shall be solely responsible for any deposit(s), payment(s), or fee(s) associated with establishing its own Utilities accounts.

General Wireless will be ~~solely responsible for the expense of~~ providing the General Utilities to the Exhibit B Stores and the Additional Utilities to the Exhibit B Stores and, the Exhibit C Stores and any Exhibit D Stores until April 30, 2017, provided that Sprint shall reimburse General Wireless for any and all costs associated with that service after March 31, 2017. If Sprint is unable to establish General Utilities for any Exhibit B Store or Additional Utilities to any Exhibit B Store or any Exhibit C Store or any Exhibit D Store prior to April 30, 2017, General Wireless will continue providing such service at that location, ~~but Sprint is~~

~~obligated to and notwithstanding anything to the contrary in the Settlement Agreement~~
Sprint shall reimburse General Wireless for any and all costs associated with maintaining that service. In no event shall General Wireless be required to maintain any Utilities beyond May 31, 2017. –

B. Repair & Maintenance

On or after the Effective Date, Sprint is solely responsible for performing any required repairs and maintenance (as determined by Sprint in its sole discretion or as required in any applicable Master Lease) at the Exhibit B Stores, the Exhibit C Stores and the Exhibit D Stores until the lease for any Exhibit D Store is terminated as contemplated in Section 4.3 of the Settlement Agreement. –Sprint and General Wireless shall continue to share the costs for any required repairs and maintenance to any Exhibit G Stores in accordance with the terms of the Operations Agreement and Schedule 4.1 of the Settlement Agreement until the earlier of April 30, 2017 or the Termination Date, at which time General Wireless shall be solely responsible for performing all required repairs or maintenance to the Exhibit G Stores; provided, however, that nothing contained herein shall extend the date of abandonment, or the period during which General Wireless shall be responsible for performing any required repairs and maintenance, beyond the effective date of rejection of any applicable lease in Buyer's bankruptcy case.

IV. Abandoned Inventory.

Any (i) inventory of Buyer remaining in a Sprint Retained Store that is not timely removed within the timeframe required under the Settlement Agreement, and (ii) any inventory of Sprint remaining in a Buyer Primary Store that is not timely removed within the timeframe required by the Settlement Agreements, shall, if not thereafter removed within seven days following written notice from the other party, be deemed abandoned.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized officer, in each case as of the Effective Date.

GENERAL WIRELESS OPERATIONS INC.

By: _____
Name: Bradford A. Tobin
Title: Senior Vice President & General Counsel

SPRINT SOLUTIONS INC.

By: _____
Name:
Title: