UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re : Chapter 11

GENERAL WIRELESS OPERATIONS : Case No. 17-10506 (BLS) INC. DBA RADIOSHACK <u>et al.</u>, (Jointly Administered)

Debtors.

Hearing Date: April 24, 2017 at 10:30 a.m. (ET)

Objection Deadline: April 10, 2017 at 4:00 p.m. (ET)

Related Docket Nos.: 62, 105, 166

NOTICE OF FILING OF AMENDED SPRINT SETTLEMENT DOCUMENTS

On March 10, 2017, the above-captioned debtors and debtors in possession (the "Debtors") filed the Motion for Order (I) Approving Assumption of Sprint Settlement Agreement; (II) Approving Rejection of Sprint Alliance Agreement and Related Agreements; (III) Approving the Release of Claims Against Sprint; and (IV) Granting Related Relief (Docket No. 62, the "Motion"). Attached to the Motion as Exhibit 2 is a copy of the Settlement Agreement² the Debtors seek to assume. Copies of the Motion, which was previously served on parties in interest, may be obtained at no cost from the noticing agent's webpage for the Debtors: https://cases.primeclerk.com/generalwireless.

PLEASE TAKE NOTICE that attached hereto are the following amended documents related to the Motion:

- 1. First Amendment to Mutual Settlement and Release, Operations Wind Down, and Bankruptcy Cooperation Agreement, attached hereto as <u>Exhibit 1</u> (the "<u>First Amendment</u>"). The First Amendment:³
 - (a) amends Exhibit C to the Settlement Agreement and Exhibit A to Exhibit E of the Settlement Agreement to add ten (10) Sprint Primary Stores and remove four (4) other Sprint Primary Stores, leaving a total of two hundred and fifty-one Sprint Primary Stores retained by Sprint;
 - (b) amends Exhibit D to the Settlement Agreement and Exhibit B to Exhibit E of the Settlement Agreement to add four (4) Sprint Primary Stores and remove ten (10) other Sprint Primary Stores, leaving a total of two hundred and forty-nine (249) Sprint Primary Stores to be Exited by Sprint;
 - (c) identifies the RadioShack and Sprint Store numbers for each affected lease, and identifies in **bold** those store locations that have changed their status from

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's U.S. tax identification number are as follows: General Wireless Operations Inc. dba RadioShack (8040); General Wireless Holdings Inc. (4262); General Wireless Inc. (9245); General Wireless Customer Service Inc. (5813). The notice address for all of the Debtors is: 300 RadioShack Circle, Fort Worth, TX 76102-1964.

² Unless otherwise defined, capitalized terms used herein have the meaning set forth in the Motion.

³ In the event of any inconsistency between the summary set forth in this Notice and the terms of the First Amendment, the First Amendment shall control.

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. <u>Defined Terms</u>. Capitalized terms not defined herein have the definitions as set forth in the Settlement Agreement.
- 2. <u>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.</u>
 - 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. <u>Bankruptcy Court Approval.</u> 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. <u>Facsimile Execution</u>. 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. <u>Costs and Expenses</u>. 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. <u>Modifications</u>. 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. | Sprint Solutions Inc. | | | |
|----------------------------------|-----------------------------|--|--|--|
| Ву: | By: Media Ja Mille | | | |
| Name: Bradford Tobin | Name: Michael D. McMahon | | | |
| Title: SVP | Title: VP & General Manager | | | |
| Date: March 31, 2017 | Date: March 31, 2017 | | | |
| Sprint eWircless, Inc. | | | | |
| By: May Sall | | | | |
| 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 | SWAS | | | | |
|---------|---------|---------------------------|----------------|-------|-------|
| Store # | 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 | СТ | 6107 |
| 1243 | 7271 | 279 COTTAGE GROVE RD | BLOOMFIELD | CT | 6002 |
| 1258 | 7272 | 63 OVERLOOK TERRACE | HARTFORD | СТ | 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 | СТ | 6825 |
| 1421 | 7659 | 1 PADANARAM RD | DANBURY | СТ | 6811 |
| 1427 | 7663 | 172 DANBURY RD | NEW MILFORD | СТ | 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 | ŃΊ | 8611 |
| 1880 | 7404 | 223 SHOEMAKER RD STE 138 | POTTSTOWN | PA | 19464 |
| 1886 | 6506 | 67 S MAIN ST | NEPTUNE | NJ | 7753 |
| 1968 | | 4135 CHESHIRE STATION PL | WOODBRIDGE | VA | 22193 |
| 2144 | | 803 GOVERNOR PLACE | BEAR | DE | 19701 |
| 2166 | 6656 | 120 AERENSON DR | MILFORD | DE | 19963 |
| 2170 | | 1500 ROUTE 47 SOUTH | RIO GRANDE | NJ | 8242 |
| 2208 | | 489 BRDWAY | BAYONNE | NJ | 7002 |
| 2225 | | 179 E KENNEDY BLVD | LAKEWOOD | NJ | 8701 |
| 2236 | | 5016 WELLINGTON AVE | VENTNOR CITY | NJ | 8406 |
| 2238 | | | OLD BRIDGE | NJ | 8857 |

| RS | SWAS | | | | |
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| Store # | 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 | со | 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 | | 134-40 SPRINGFIELD BLVD | SPRINGFIELD GDN | NY | 11413 |
| 2841 | 7226 | | BROOKLYN | NY | 11220 |
| 2865 | | | NEW HYDE PARK | NY | 11042 |
| 2880 | | 22 LEXINGTON AVE | PASSAIC | NJ | 7055 |
| 2885 | | 144 E 98TH ST | BROOKLYN | NY | 11212 |
| 3021 | 6875 | 12730 HAWTHORNE BLVD #G | HAWTHORNE | CA | 90250 |
| 3035 | | 1124 MAIN ST | DELANO | CA | 93215 |
| 3044 | | | LYNWOOD | CA | 90262 |
| 3059 | | | LOS ANGELES | CA | 90042 |
| 3063 | | 1817 CESAR CHAVEZ AVE | LOS ANGELES | CA | 90033 |
| 3071 | 1 | | ONTARIO | CA | 91764 |
| 3079 | | | SPRING VALLEY | CA | 91977 |
| 3119 | | | RIVERSIDE | CA | 92504 |

| RS | SWAS | | | | |
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| Store # | 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 | | 18284 COLLIER AV STE 1200 | LAKE ELSINORE | CA | 92530 |
| 3699 | | 482 E WASHINGTON BLVD | LOS ANGELES | CA | 90015 |
| 3727 | · · · · · · · · · · · · · · · · · · · | 1480 NE BURNSIDE | GRESHAM | OR | 97030 |
| 3804 | | 644 BAILEY RD | PITTSBURG | CA | 94565 |
| 3820 | | 43 E 4TH AVE | SAN MATEO | CA | 94401 |
| 3849 | | 24901 SANTA CLARA ST #5 | HAYWARD | CA | 94544 |
| 3866 | | | FRESNO | CA | 93726 |
| 3868 | | | SANTA ROSA | CA | 95401 |
| 3870 | · | | LIHUE | Н | 96766 |
| 3913 | | | MANTECA | CA | 95337 |
| 3924 | | | SACRAMENTO | CA | 95831 |
| 3933 | | | RENO | NV | 89503 |

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| Store # | 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 | ОН | 44134 |
| 4215 | 6598 | 22318 LAKE SHORE BLVD | EUCLID | ОН | 44123 |
| 4220 | 7288 | 168 MARKET ST | PATERSON | NJ | 7505 |
| 4232 | 6599 | 3756 ROCKY RIVER RD | CLEVELAND | ОН | 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 | ОН | 43213 |
| 4408 | 6641 | 3953 W BRD ST | COLUMBUS | ОН | 43228 |
| 4424 | 7701 | 3325 SECOR RD STE 3337 | TOLEDO | ОН | 43606 |
| 4431 | 6642 | 3547 CLEVELAND AVE | COLUMBUS | ОН | 43224 |
| 4451 | 6600 | 1406 A LEXINGTON AVE | MANSFIELD | ОН | 44907 |
| 4493 | 7336 | 1015 S MAIN ST STE A | SANTA ANA | CA | 92701 |
| 4496 | 6912 | 1615 N VERMONT AVE | LOS ANGELES | CA | 90027 |
| 4505 | | 524 W NEW CIRCLE RD #100 | LEXINGTON | KY | 40511 |
| 4514 | | 3983 NOLENSVILLE RD | NASHVILLE | TN | 37211 |
| 4610 | | 140 S TUTTLE RD | SPRINGFIELD | ОН | 45505 |
| 4631 | | 4462 MONTGOMERY RD | CINCINNATI | ОН | 45212 |
| 4635 | | | CINCINNATI | ОН | 45231 |
| 4753 | | 1222 OAK HARBOR RD | FREMONT | ОН | 43420 |
| 4755 | | 821 W ALEXIS RD | TOLEDO ' | ОН | 43612 |
| 4777 | | | LOUISVILLE | KY | 40217 |
| 4799 | | 4365 NE CHOUTEAU TRFY #C | KANSAS CITY | МО | 64117 |
| 4886 | | | EAST LIVERPOOL | ОН | 43920 |
| 4888 | | | YOUNGSTOWN | ОН | 44505 |
| 4911 | | 3422 WILSHIRE BLVD | LOS ANGELES | CA | 90010 |
| 4928 | | | CAMBRIDGE | ОН | 43725 |

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| Store # | Store # | Street | City | State | Zip |
| 6019 | 6498 | 2545 E EUCLID AVE | DES MOINES | IA 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 | <u>IL</u> | 60120 |
| 6474 | 7098 | 1823A E GENEVA ST | DELAVAN | 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 | <u> IL</u> | 62226 |
| 6636 | 7128 | 8218 N LINDBERGH BLVD | FLORISSANT | MO | 63031 |
| 6703 | 6814 | 8311 E WASHINGTON ST | INDIANAPOLIS | IN 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 | | 2730 S BRAHMA BLVD #120 | KINGSVILLE | TX | 78363 |
| 8069 | | 14418 BELLAIRE BLVD | HOUSTON | TX | 77083 |
| 8114 | | 1745 TROUP HWY | TYLER | TX | 75701 |
| 8208 | | 5185 W 34TH ST STE 300 | HOUSTON | TX | 77092 |
| 8216 | | | ALVIN | TX | 77511 |
| 8257 | | 3533 PALMER HWY | TEXAS CITY | TX | 77590 |
| 8259 | | | HOUSTON | TX | 77087 |
| 8307 | | | LUBBOCK | TX | 79416 |
| 8310 | | | EL PASO | TX | 79924 |
| 8345 | | | SAGINAW | TX | 76179 |
| 8468 | | | SOUTHAVEN | MS | 38673 |
| 8501 | | | ОМАНА | NE | 68133 |
| 8509 | | | KANSAS CITY | KS | 66112 |
| 8525 | | | MISSION | KS | 6620 |
| 8560 | | | SPRINGFIELD | МО | 65804 |
| 8580 | | | FOUNTAIN | со | 8081 |

| RS | SWAS | | | | |
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| Store # | Store # | Street | City | State | Zip |
| 8636 | 6628 | 12385 W 64TH ST | ARVADA | CO | 80004 |
| 8647 | 6620 | 4090 AUSTIN BLUFFS PKWY | COLORADO SPRINGS | СО | 80918 |
| 8674 | 6622 | 2660 11TH AVE | GREELEY | СО | 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 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 | АРОРКА | 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 | | 280 E 10TH ST STE D | GILROY | CA | 95020 |
| 9053 | | 4498 LONE TREE WAY | ANTIOCH | CA | 94531 |
| 9182 | | 3600 S CARROLLTON SPC J | NEW ORLEANS | LA | 70118 |
| 9240 | | 717 CANAL ST | NEW ORLEANS | LA | 70130 |
| 9295 | | 5186 KYLE CTR DR STE 9 | KYLE | TX | 78640 |
| 9398 | | 102 W C BRYANT PKWY | CALHOUN | GA | 30701 |
| 9413 | | 11613 E 31 ST | TULSA | ОК | 74146 |
| 9461 | | 3531 S RAINBOW BLVD | LAS VEGAS | NV | 89103 |
| 9465 | | | TUCSON | AZ | 85714 |
| 9481 | | 2127 NW 23RD ST | OKLAHOMA CITY | ОК | 73107 |
| 9482 | | | OKLAHOMA CITY | ОК | 73159 |
| 9493 | | | SAN DIEGO | CA | 92105 |
| 9496 | | | COACHELLA | CA | 92236 |
| 9501 | | | TEMPLE TERRACE | FL | 33617 |

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| RS | SWAS | | | | |
|---------|---------|--------------------------------|-----------------|-------|-------|
| Store # | 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 | SWAS | | | | -: |
|---------|---------------|----------------------------|---------------|-------|-----------|
| Store # | 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 | СТ | 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 | - | 322 TILTON RD | NORTHFIELD | NJ | 8225 |
| 2174 | | 2745 DORCHESTER SQUARE SC | CAMBRIDGE | MD | 21613 |
| 2237 | | 72 PRINCETON HIGHTSTOWN | HIGHTSTOWN | NJ | 8520 |
| 2247 | - | 344 US RT 9 STE 7 | LANOKA HARBOR | NJ | 8734 |
| 2248 | | 1311 B FAIRVIEW ST | DELRAN | NJ | 8075 |
| 2249 | | | SOMERSET | NJ | 8873 |
| 2294 | | 503 IRVINGTON AVE | NEWARK | NJ | 7106 |
| 2309 | - | 1058 W CLUB BLVD #221 | DURHAM | NC | 27701 |
| 2310 | - | | WINSTON-SALEM | NC | 27127 |
| 2326 | | 1480 CONCORD PKWY N STE 95 | CONCORD | NC | 28025 |
| 2328 | | | ALBEMARLE | NC | 28001 |

| RS | SWAS | | | | |
|---------|---------|---------------------------|-----------------|-------|-------|
| Store # | 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 | SWAS | | | | |
|---------|---------|------------------------------|-----------------|-------|-------|
| Store # | 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 | | | LOS ANGELES | CA | 90004 |
| 3778 | | P | EUGENE | OR | 97402 |
| 3790 | | | MONTEREY PARK | CA | 91754 |
| 3795 | | | ANAHEIM | CA | 92804 |
| 3796 | | | LOS ANGELES | CA | 90036 |

| RS | SWAS | | | | _ . |
|---------|---------|---------------------------|---------------|-------|------------|
| Store # | 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 | ОН | 45241 |
| 4651 | 6585 | 704 HARRY SAUNER RD | HILLSBORO | ОН | 45133 |
| 4706 | 6586 | 1845 W MAIN ST SP B-112 | TROY | OH | 45373 |
| 4749 | 6847 | 905 WESTPORT RD STE D | KANSAS CITY | МО | 64111 |
| 4773 | 7813 | 2028 S HWY 53 STE 2 | LA GRANGE | KY | 40031 |
| 4810 | 7741 | 217 GRANT AVE | AUBURN | NY | 13021 |
| 4884 | | 1037 N HERMITAGE RD SP 2 | HERMITAGE | PA | 16148 |
| 4918 | | 8801 W PICO BLVD | LOS ANGELES | CA | 90035 |
| 6046 | | 3360 MAIN ST | KEOKUK | IA | 52632 |
| 6190 | | 1600 MILLER TRUNK HWY#408 | DULUTH | MN | 55811 |
| 6229 | | 2251 WEST BRDWAY | MADISON | WI | 53713 |
| 6230 | | | MILWAUKEE | WI | 53222 |
| 6297 | | | BERWYN | IL | 60402 |
| 6303 | | | LINCOLN PARK | MI | 48146 |
| 6321 | | | ROSEVILLE | MI | 48066 |
| 6339 | | | MADISON HTS | MI | 48071 |
| 6399 | | | YPSILANTI | MI | 48197 |
| 6408 | | | WAUKEGAN | IL | 60085 |

| RS | SWAS | | | | |
|---------|---------|---------------------------|----------------|-----------------|-------|
| Store # | Store # | Street | City | State | Zip |
| 6415 | 6554 | 1750 ROSENTIEL ST | FREEPORT | IL | 61032 |
| 6443 | 6546 | 6944 KINGERY HWY | WILLOWBROOK | <u> </u> | 60527 |
| 6485 | 6478 | 4202 N PROSPECT HWY 51 N | DECATUR | IL | 62526 |
| 6525 | 6548 | 12125 S WESTERN AVE | BLUE ISLAND | <u>IL</u> | 60406 |
| 6593 | 6550 | 2246 S CICERO AVE | CICERO | <u>IL</u> | 60804 |
| 6634 | 6480 | 2020 N PROSPECT AVE STE 4 | CHAMPAIGN | <u>IL</u> | 61822 |
| 6656 | 7130 | 1213 SOUTH MAIN | SIKESTON | МО | 63801 |
| 6661 | 7325 | 3426 W OWEN K GARRIOTT RD | ENID | ОК | 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 | 1L | 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 | SWAS | | | | |
|---------|----------|--------------------------|-------------------|-------|-------|
| Store # | 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 | ОК | 74447 |
| 8428 | 7309 | 1640 S SOONER RD #C | MIDWEST CITY . | ОК | 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 RUFE SNOW STE 103 | KELLER | TX | 76248 |
| 8511 | 7805 | 2000 W BRDWAY | COUNCIL BLUFFS | IA | 51501 |
| 8519 | 7808 | 2658 N 90TH ST | ОМАНА | NE | 68134 |
| 8591 | 6852 | 2028 N TOPEKA BLVD | ТОРЕКА | KS | 66608 |
| 8594 | 6853 | 4848 S BROADWAY | WICHITA | KS | 67216 |
| 8596 | 6870 | 1530 SW WANAMAKER RD | ТОРЕКА | KS | 66604 |
| 8620 | 6627 | 4319 CENTENNIAL BLVD | COLORADO SPRINGS | со | 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 | | 2301 HWY 524 #125 | COCOA | FL | 32926 |
| 8879 | | 4711 BABCOCK ST # 35 | PALM BAY | FL | 32905 |
| 8892 | | 1964 W TENNESSEE ST # 18 | TALLAHASSEE | FL | 32304 |
| 9017 | | 335 SOQUEL AVE | SANTA CRUZ | CA | 95062 |
| 9060 | | 3040 E 9TH ST STE A | OAKLAND | CA | 94601 |
| 9118 | <u> </u> | 915 S LEWIS ST | NEW IBERIA | LA | 70560 |
| 9120 | | 3207 50TH ST STE B | LUBBOCK | TX | 79413 |
| 9123 | | 203 N SERVICE RD E | RUSTON | LA | 71270 |
| 9134 | | 445 E FM 1382 STE 1 | CEDAR HILL | TX | 75104 |
| 9206 | | | SAN ANTONIO | TX | 78237 |
| 9256 | | | BRYAN | TX | 77802 |
| 9285 | | | SAN ANTONIO | TX | 78217 |
| 9320 | | | COLUMBUS | MS | 39701 |

| RS | SWAS | | | | |
|---------|---------|---------------------------|---------------|-------|-------|
| Store # | 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. <u>Bankruptcy Court Approval</u>. 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.I

By: Name:

Title:

Date: _

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:

Title:

Date:

SUBTENANT:

Sprint PCS Assets, L.L.C.

By: 9

Name:

Title:

Date:

SUBTENANT:

APC Realty and Equipment Company, LLC

By:

Name: Title:

Date: _

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

| 1041 6437 500 ROUTE 134 BLDG 1 SOUTH DENNIS MA 1049 7280 711 E 1ST AVE STE 13 ROSELLE NJ 1050 6438 270 NEW STATE HWY UNIT #4 RAYNHAM MA 1075 6439 192 BORDER ST E BOSTON MA 1105 6440 178 ALE WIFE BROOK PKWY CAMBRIDGE MA 1109 6426 339 SQUIRE RD REVERE MA 1114 7473 232 GARFIELD AVE CRANSTON RI 1123 6427 740 CRESCENT ST BROCKTON MA 1148 6441 164 EVERETT AVE CHELSEA MA 1163 6429 94 BOSTON ST LYNN MA 1170 6430 155 CENTRE ST MALDEN MA 1203 7269 39 SQUITH MAIN ST WEST HARTFORD CT 1243 7271 279 COTTAGE GROVE RD BLOOMFIELD CT 1258 7272 63 OVERLOOK TERRACE HARTFORD CT 1268 7218 125 DOLSON AVE MIDDLETOWN NY 1306 6431 233 MEMORIAL AVE W SPRINGFIELD MA 1310 6432 1375 LIBERTY ST SPRINGFIELD MA 1350 6434 601 MEMORIAL DR STE D CHICOPEE MA 1403 7194 51 BURNETT BLVO STE #7 POUGHKEEPSIE NY 1411 7659 1 PADANARAM RD DANBURY CT 1427 7663 172 DANBURY RD NEW MILFORD CT 1428 7478 | s sale | SWAS | The state of the s | | A Section of the Sect | The state of the s |
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| 1590 7678 775 N DELSEA DR GLASSBORO NJ 1716 7247 3742 VIRGINIA BCH BLV #F2 VIRGINIA BEACH VA 1763 7887 640 S VAN BUREN RD EDEN NC 1835 7670 635 S CLINTON AVE STE 205 TRENTON NJ 1880 7404 223 SHOEMAKER RD STE 138 POTTSTOWN PA 1886 6506 67 S MAIN ST NEPTUNE NJ 1968 7777 4135 CHESHIRE STATION PL WOODBRIDGE VA 2144 6655 803 GOVERNOR PLACE BEAR DE 2166 6656 120 AERENSON DR MILFORD DE 2170 7673 1500 ROUTE 47 SOUTH RIO GRANDE NJ 2208 7289 489 BRDWAY BAYONNE NJ | | | | NEWARK | DE | 19702 |
| 1716 7247 3742 VIRGINIA BCH BLV #F2 VIRGINIA BEACH VA 1763 7887 640 S VAN BUREN RD EDEN NC 1835 7670 635 S CLINTON AVE STE 205 TRENTON NJ 1880 7404 223 SHOEMAKER RD STE 138 POTTSTOWN PA 1886 6506 67 S MAIN ST NEPTUNE NJ 1968 7777 4135 CHESHIRE STATION PL WOODBRIDGE VA 2144 6655 803 GOVERNOR PLACE BEAR DE 2166 6656 120 AERENSON DR MILFORD DE 2170 7673 1500 ROUTE 47 SOUTH RIO GRANDE NJ 2208 7289 489 BRDWAY BAYONNE NJ | | | | GLASSBORO | NJ | 8028 |
| 1763 7887 640 S VAN BUREN RD EDEN NC 1835 7670 635 S CLINTON AVE STE 205 TRENTON NJ 1880 7404 223 SHOEMAKER RD STE 138 POTTSTOWN PA 1886 6506 67 S MAIN ST NEPTUNE NJ 1968 7777 4135 CHESHIRE STATION PL WOODBRIDGE VA 2144 6655 803 GOVERNOR PLACE BEAR DE 2166 6656 120 AERENSON DR MILFORD DE 2170 7673 1500 ROUTE 47 SOUTH RIO GRANDE NJ 2208 7289 489 BRDWAY BAYONNE NJ | | | | VIRGINIA BEACH | VA | 23452 |
| 1835 7670 635 S CLINTON AVE STE 205 TRENTON NJ 1880 7404 223 SHOEMAKER RD STE 138 POTTSTOWN PA 1886 6506 67 S MAIN ST NEPTUNE NJ 1968 7777 4135 CHESHIRE STATION PL WOODBRIDGE VA 2144 6655 803 GOVERNOR PLACE BEAR DE 2166 6656 120 AERENSON DR MILFORD DE 2170 7673 1500 ROUTE 47 SOUTH RIO GRANDE NJ 2208 7289 489 BRDWAY BAYONNE NJ | | | | EDEN | NC | 27288 |
| 1880 7404 223 SHOEMAKER RD STE 138 POTTSTOWN PA 1886 6506 67 S MAIN ST NEPTUNE NJ 1968 7777 4135 CHESHIRE STATION PL WOODBRIDGE VA 2144 6655 803 GOVERNOR PLACE BEAR DE 2166 6656 120 AERENSON DR MILFORD DE 2170 7673 1500 ROUTE 47 SOUTH RIO GRANDE NJ 2208 7289 489 BRDWAY BAYONNE NJ | | ļ | | TRENTON | NJ | 8611 |
| 1886 6506 67 S MAIN ST NEPTUNE NJ 1968 7777 4135 CHESHIRE STATION PL WOODBRIDGE VA 2144 6655 803 GOVERNOR PLACE BEAR DE 2166 6656 120 AERENSON DR MILFORD DE 2170 7673 1500 ROUTE 47 SOUTH RIO GRANDE NJ 2208 7289 489 BRDWAY BAYONNE NJ | | | The state of the s | POTTSTOWN | PA | 19464 |
| 1968 7777 4135 CHESHIRE STATION PL WOODBRIDGE VA 2144 6655 803 GOVERNOR PLACE BEAR DE 2166 6656 120 AERENSON DR MILFORD DE 2170 7673 1500 ROUTE 47 SOUTH RIO GRANDE NJ 2208 7289 489 BRDWAY BAYONNE NJ | | | | NEPTUNE | NJ | 7753 |
| 2144 6655 803 GOVERNOR PLACE BEAR DE 2166 6656 120 AERENSON DR MILFORD DE 2170 7673 1500 ROUTE 47 SOUTH RIO GRANDE NJ 2208 7289 489 BRDWAY BAYONNE NJ | | | | WOODBRIDGE | VA | 22193 |
| 2166 6656 120 AERENSON DR MILFORD DE 2170 7673 1500 ROUTE 47 SOUTH RIO GRANDE NJ 2208 7289 489 BRDWAY BAYONNE NJ | | ļ | | BEAR | DE | 19701 |
| 2170 7673 1500 ROUTE 47 SOUTH RIO GRANDE NJ 2208 7289 489 BRDWAY BAYONNE NJ | | | · · · · · · · · · · · · · · · · · · · | MILFORD | DE | 19963 |
| 2208 7289 489 BRDWAY BAYONNE NJ | | ļ | | RIO GRANDE | NJ | 8242 |
| (((((((((((((((((((| | | | BAYONNE | NJ | 7002 |
| 2225 6501 179 E KENNEDY BLVD LAKEWOOD NJ | | | | LAKEWOOD | NJ | 8701 |
| 2236 7675 5016 WELLINGTON AVE VENTNOR CITY NJ | | | | VENTNOR CITY | NJ | 8406 |
| 2238 6503 1116 US HWY 9 OLD BRIDGE NJ | | | | OLD BRIDGE | NJ | 8857 |

| RS - | SWAS | Collaboration and the second second | | | A. A |
|---------|--------|--|-----------------|-------|--|
| Store # | Store# | Street. Advantagement of The Control | City Madagers | 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 | со | 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 |
| | 6951 | 293 MIDDLE COUNTRY RD | SELDEN | NY | 11784 |
| 2702 | 6952 | 1975 WANTAGH AVE | WANTAGH | NY | 11793 |
| 2706 | 6953 | 2413 JERICHO TNPK | GARDEN CTY PARK | NY | 11040 |
| 2708 | 6954 | 3491 HEMPSTEAD TURNPIKE | LEVITTOWN | NY | 11756 |
| 2712 | | 353 WILLIAM FLOYD PKWY | SHIRLEY | NY | 11967 |
| 2722 | 6956 | 22-32 31ST ST | ASTORIA | NY | 11105 |
| 2751 | 7206 | 517 RIVER RD | EDGEWATER | NJ | 7020 |
| 2776 | 7285 | | STATEN ISLAND | NY | 10314 |
| 2780 | 7225 | 1351 FOREST AVE | STATEN ISLAND | NY | 10302 |
| 2805 | 7207 | | NEW YORK | NY | 10021 |
| 2817 | | | SPRINGFIELD GDN | NY | 11413 |
| 2837 | 7212 | | BROOKLYN | NY | 11220 |
| 2841 | | | NEW HYDE PARK | NY | 11042 |
| 2865 | | | PASSAIC | NJ | 7055 |
| 2880 | | | BROOKLYN | NY | 11212 |
| 2885 | | | HAWTHORNE | CA | 90250 |
| 3021 | | | DELANO | CA | 93215 |
| 3035 | | | LYNWOOD | CA | 90262 |
| 3044 | | | LOS ANGELES | CA | 90042 |
| 3059 | | | LOS ANGELES | CA | 90033 |
| 3063 | | | ONTARIO | CA | 91764 |
| 3071 | | | SPRING VALLEY | CA | 91977 |
| 3079 | | | RIVERSIDE | CA | 92504 |
| 3119 | | <u> </u> | SAN PEDRO | CA | 90731 |
| 3131 | 6904 | 517 S GAFFEY | SAIN LEDINO | 1 70 | |

| RS 🖖 : | SWAS | | | radi g | |
|---------|---------|---------------------------|-----------------|-----------|----------------|
| Store # | Store # | Street | | | Zip |
| 3155 | 7329 | 1005 N STATE COLLEGE BLVD | ANAHEIM | CA | 92806 92240 |
| 3156 | 7506 | 13132 PALM DR | DESERT HOT SPRG | CA | |
| 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 | | 1541 NW LOUISIANA AVE | CHEHALIS | WA | 98532 |
| 3416 | | 1840 W VALENCIA | TUCSON | AZ | 85746 |
| | | 1620 N SCHOOL ST | HONOLULU | HI | 96817 |
| 3485 | | 1714 S WESTERN AVE | . LOS ANGELES | CA | 90006 |
| 3515 | | 6007 NILES ST | BAKERSFIELD | CA | 93306 |
| 3548 | + | 11970 GARVEY AVE | EL MONTE | CA | 91732 |
| 3569 | | 14712 LA PAZ DR #104 | VICTORVILLE | CA | 92392 |
| 3626 | | 1458 E FLORIDA AVE | HEMET | CA | 92544 |
| 3634 | | 11719 ROSECRANS AVE | NORWALK | CA | 90650 |
| 3638 | | | PASADENA | CA | 91104 |
| 3644 | | | MORENO VALLEY | CA | 92553 |
| 3659 | | 1478 N KRAEMER BLVD | PLACENTIA | CA | 92870 |
| 3676 | | | LAKE ELSINORE | CA | 92530 |
| 3686 | | | LOS ANGELES | CA | 90015 |
| 3699 | | | GRESHAM | OR | 97030 |
| 3727 | | | PITTSBURG | CA | 94565 |
| 3804 | | | SAN MATEO | CA | 94401 |
| 3820 | | | HAYWARD | CA | 94544 |
| 3849 | | | FRESNO | CA | 93726 |
| 3866 | | | SANTA ROSA | CA | 95401 |
| 3868 | 7586 | | | HI | 96766 |
| 3870 | | | MANTECA | CA | 95337 |
| 3913 | 3 7722 | | | CA | 95831 |
| 3924 | 4 7717 | | SACRAMENTO | NV NV | 89503 |
| 393 | 3 7718 | | RENO | NV | 89431 |
| 393 | 6 7719 | | SPARKS | CA | 92335 |
| 396 | 7499 | 17171 FOOTHILL BLVD # A | FONTANA | I CA | 72333 |

| RS week | SWAS | 17 Telephone (1997) | | | And the second |
|---------|--------|------------------------------|-----------------|-------|----------------|
| Store# | Store# | Street | City Servers | State | Zlp |
| 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 |
| 4170 | 7439 | 100 FIFTH AVE | PITTSBURGH | PA | 15222 |
| 4211 | 6597 | 1765 SNOW RD | PARMA | OH | 44134 |
| | 6598 | 22318 LAKE SHORE BLVD | EUCLID | ОН | 44123 |
| 4215 | 7288 | 168 MARKET ST | PATERSON | NJ | 7505 |
| 4220 | 6599 | 3756 ROCKY RIVER RD | CLEVELAND | OH | 44111 |
| 4232 | 6829 | 1820 YAKIMA VALLEY HWY SPC A | SUNNYSIDE | WA | 98944 |
| 4251 | 7521 | 2833 W RIDGE RD STE 5 | ROCHESTER | NY | 14626 |
| 4304 | 7440 | 3606 FORBES AVE | PITTSBURGH | PA | 15213 |
| 4359 | | 3724 E BROAD ST | COLUMBUS | OH | 43213 |
| 4404 | 6640 | 3953 W BRD ST | COLUMBUS | он | 43228 |
| 4408 | 6641 | 3325 SECOR RD STE 3337 | TOLEDO | ОН | 43606 |
| 4424 | 7701 | 3547 CLEVELAND AVE | COLUMBUS | ОН | 43224 |
| 4431 | 6642 | 1406 A LEXINGTON AVE | MANSFIELD | он | 44907 |
| 4451 | 6600 | | SANTA ANA | CA | 92701 |
| 4493 | 1 | | LOS ANGELES | CA | 90027 |
| 4496 | | | LEXINGTON | KY | 40511 |
| 4505 | | | NASHVILLE | TN | 37211 |
| 4514 | | | SPRINGFIELD | ОН | 45505 |
| 4610 | * | | CINCINNATI | ОН | 45212 |
| 4631 | | | CINCINNATI | ОН | 45231 |
| 4635 | | | FREMONT | ОН | 43420 |
| 4753 | | | TOLEDO | ОН | 43612 |
| 4755 | | | LOUISVILLE | KY | 40217 |
| 4777 | | TO THE ALL TO EVEL | KANSAS CITY | МО | 64117 |
| 4799 | | | EAST LIVERPOOL | ОН | 43920 |
| 4886 | | | YOUNGSTOWN | ОН | 44505 |
| 4888 | | | LOS ANGELES | CA | 90010 |
| 4911 | | | CAMBRIDGE | ОН | 43725 |
| 4928 | | | DES MOINES | IA | 50317 |
| 6019 | | | DES MOINES | IA | 50311 |
| 6052 | | | CRYSTAL | MN | 55428 |
| 6106 | 7109 | 109 WILLOW BEND | ORIO III | | |

| RS: | SWAS | Streets are a second se | | | |
|--------------|--------------|--|------------------|-------|-------|
| Store# | Store # 🗒 🛒 | Street | | 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 | 1L | 60120 |
| 6474 | 7098 | 1823A E GENEVA ST | DELAVAN | 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 | МО | 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 |
| | | 9001 SPENCER HWY #F | LAPORTE | TX | 77571 |
| 8046 8056 | | 2730 S BRAHMA BLVD #120 | KINGSVILLE | TX | 78363 |
| 8069 | 6776 | 14418 BELLAIRE BLVD | HOUSTON | TX | 77083 |
| | | 1745 TROUP HWY | TYLER | TX | 75701 |
| 8114 | | 5185 W 34TH ST STE 300 | HOUSTON | TX | 77092 |
| 8208 | | 2625 S LOOP 35 | ALVIN | TX | 77511 |
| 8216 | | 3533 PALMER HWY | TEXAS CITY | TX | 77590 |
| 8257 | | 6888 GULF FRWY STE 630 | HOUSTON | TX | 77087 |
| 8259 | - | | LUBBOCK | `TX | 79416 |
| 8307 | 1 | THE STATE OF THE S | EL PASO | TX | 79924 |
| 8310 | | | SAGINAW | TX | 76179 |
| 8345 | | | SOUTHAVEN | MS | 38671 |
| 8468 | | | OMAHA | NE | 68131 |
| 8501 | | | KANSAS CITY | KS | 66112 |
| 8509 | | | MISSION | KS | 66205 |
| 8525 | | | SPRINGFIELD | МО | 65804 |
| 8560 | | | FOUNTAIN | со | 80817 |
| 8580 | | | ARVADA | со | 80004 |
| 8636 | | TOTAL CALLED CHAIN | COLORADO SPRINGS | со | 80918 |
| 8647 | | | GREELEY | со | 80631 |
| 8674 | | | CHAMBLEE | GA | 30341 |
| 8720 | 6370 | 1891 CHAMBLEE TUCKER RD | CHAMBLE | | |

| RS | SWAS | 10 AZ-127 | City. | State | Zić |
|---------|------|---------------------------------|----------------|-------|-------|
| Store # | | Street Street Street Street | LAWRENCEVILLE | GA | 30044 |
| 8786 | 6371 | 65 LAWRENCEVILLE SUWANEE STE 14 | CLEARWATER | FL | 33756 |
| 8806 | 7686 | 1291 S MISSOURI AVE | | FL | 33604 |
| 8809 | 7687 | 9023 NO FLORIDA AVE | TAMPA | FL | 33415 |
| 8818 | 7065 | 4640 FOREST HILL BLVD | W PALM BEACH | FL | 33169 |
| 8830 | 7066 | 19831 NW 2ND AVE | MIAMI GARDENS | FL | 32818 |
| 8837 | 7373 | 7222 W COLONIAL DR | ORLANDO | | 34982 |
| 8839 | 7374 | 2315 S FEDERAL HWY | FORT PIERCE | FL FL | 32507 |
| 8849 | 6752 | 400 N NAVY BLVD #B | PENSACOLA | FL | 32601 |
| 8865 | 6838 | 2 NW 16TH AVE | GAINESVILLE | FL | |
| 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 | АРОРКА | 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 |
| | 7073 | 75 E INDIANTOWN RD #605 | JUPITER | FL | 33477 |
| 8986 | 7641 | 8396 N LOCKWOOD RIDGE RD | SARASOTA | FL | 34243 |
| 8993 | | 1990 FREEDOM BLVD | FREEDOM | CA | 95019 |
| 9004 | 7610 | 280 E 10TH ST STE D | GILROY | CA | 95020 |
| 9019 | | 4498 LONE TREE WAY | ANTIOCH | CA | 94531 |
| 9053 | 7589 | 3600 S CARROLLTON SPC J | NEW ORLEANS | LA | 70118 |
| 9182 | | | NEW ORLEANS | LA | 70130 |
| 9240 | | 717 CANAL ST | KYLE | TX | 78640 |
| 9295 | - | | CALHOUN | GA | 30701 |
| 9398 | | | TULSA | ОК | 74146 |
| 9413 | 7311 | | LAS VEGAS | NV | 89103 |
| 9461 | 6942 | | TUCSON | AZ | 85714 |
| 9465 | 7707 | | OKLAHOMA CITY | ОК | 73107 |
| 9481 | 7312 | | OKLAHOMA CITY | OK OK | 73159 |
| 9482 | 7313 | | | CA | 92105 |
| 9493 | 7542 | | SAN DIEGO | CA | 92236 |
| 9496 | 7501 | | COACHELLA | FL | 33617 |
| 9501 | 7690 | | TEMPLE TERRACE | FL | 33950 |
| 9530 | 7648 | | PUNTA GORDA | | 34748 |
| 9536 | 7379 | 715 N 14TH ST | LEESBURG | FL CI | 33952 |
| 9575 | 7642 | 3280 TAMIAMI TRAIL | PORT CHARLOTTE | FL F. | 33830 |
| 957 | | 285 E VAN FLEET DR | BARTOW | FL | |
| 9580 | | 2036 US HWY 92 WEST | AUBURNDALE | FL | 33823 |

| RS'*-" | SWAS: | Street | Company of the second | \$ 1100 | |
|---------|---------|--------------------------------|-----------------------|--------------|--------|
| Store # | Store # | Street | City | State | ζ. 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 |
| | 7643 | 1315 HOMESTEAD RD N STE B | LEHIGH ACRES | FL | 33936 |
| 9669 | 7074 | 5920 NW 183RD ST | MIAMI | FL | 33015 |
| 9720 | | 8309 W JUDGE PEREZ DR | CHALMETTE | LA | 70043 |
| 9741 | 7179 | 4610 MOBILE HWY #B | PENSACOLA | FL | 32506 |
| 9784 | 6754 | | PALM BEACH GRDN | FL | 33410 |
| 9806 | 7075 | 4246 NORTHLAKE BLVD | CAPE CORAL | FL | 33991 |
| 9830 | 7650 | 106 HANCOCK BRDG PKWY W STE A6 | | | 33069 |
| 9874 | 7077 | 167 S POMPANO PKWY | POMPANO BEACH | FL | ··· |
| 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 | SWAS | the second second | | State | Zip |
|--------|-------------|---------------------------|---------------|-------|-------|
| Store# | Store # | Street 1 | City Carlot | MA | 2538 |
| 1192 | 6444 | 2991K CRANBERRY HWY | E WAREHAM | CT | 6790 |
| 1212 | 7657 | 506 WINSTED RD | TORRINGTON | | 6010 |
| 1236 | 7276 | 77 FARMINGTON AVE | BRISTOL | CT | 6340 |
| 1239 | 7277 | 937 POQUONNOCK RD | GROTON | CT | 1060 |
| 1345 | 6433 | 242 KING ST | NORTHAMPTON | MA | |
| 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 | <u> </u> | 1091 MILLCREEK RD #A1 | WESCOSVILLE | PA | 18106 |
| 2066 | | 2600 WILLOW ST PIKE N | WILLOW STREET | PA | 17584 |
| 2107 | | 8501 HENRY AVE | PHILADELPHIA | PA | 19128 |
| 2107 | | 119 W COLLEGE AVE UNIT A | SALISBURY | MD | 21804 |
| 2109 | | 1206 REISTERSTOWN | BALTIMORE | MD | 21208 |
| 2148 | | 3926 NAZARETH PIKE #28 | BETHLEHEM | PA | 18020 |
| 2156 | | 322 TILTON RD | NORTHFIELD | NJ | 8225 |
| 2174 | | 2745 DORCHESTER SQUARE SC | CAMBRIDGE | MD | 21613 |
| 2237 | | 72 PRINCETON HIGHTSTOWN | HIGHTSTOWN | NJ | 8520 |
| | | 344 US RT 9 STE 7 | LANOKA HARBOR | NJ | 8734 |
| 2247 | | 1311 B FAIRVIEW ST | DELRAN | NJ | 8075 |
| 2248 | | 940 EASTON AVE | SOMERSET | NJ | 8873 |
| 2249 | | 503 IRVINGTON AVE | NEWARK | NJ | 7106 |
| 2294 | | | DURHAM | NC | 27701 |
| 2309 | | | WINSTON-SALEM | NC | 27127 |
| 2310 | | TO OTHER PROPERTY OF | CONCORD | NC | 28025 |
| 2326 | 6531 | 720 HWY 24 27 73 E STE 2 | ALBEMARLE | NC | 28001 |

| RS . | SWAS | Street | City is the control of the control o | State | Zip |
|-----------------|--------------|---------------------------|--|-------|-------|
| Store # 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 |
| 2725 | 6958 | 112A WHEELER RD | CENTRAL ISLIP | NY | 11722 |
| 2759 | 6967 | 601 PORTION RD | LAKE RONKONKOMA | NY | 11779 |
| 2779 | | 500 S RIVER ST | HACKENSACK | NJ | 7601 |
| 2826 | | 1386 PENNSYLVANIA AVE | BROOKLYN | NY | 11239 |
| 2834 | | 1357 BRDWAY | BROOKLYN | NY | 11221 |
| 2848 | | 319 WEST 125TH ST | NEW YORK | NY | 10027 |
| 2851 | | 25 ELM ST | WARWICK | NY | 10990 |
| 2856 | | 2425 PALMER AVE | NEW ROCHELLE | NY | 10801 |
| 2858 | | 1640 PITKIN AVE | BROOKLYN | NY | 11212 |
| 2864 | | 16805 JAMAICA AVE | JAMAICA | NY | 11432 |
| 2879 | | 69 18 METROPOLITAN AVE | MIDDLE VILLAGE | NY | 11379 |
| 2911 | | 119 BIG ELK MALL | ELKTON | MD | 21921 |
| 2920 | | 4644 WILKENS AVE | BALTIMORE | MD | 21229 |
| 2924 | | 1716 LIBERTY RD STE 4 | ELDERSBURG | MD | 21784 |
| 2938 | | 732 7TH ST NW | WASHINGTON | DC | 20001 |
| 2961 | | | CAMDEN | DE | 19934 |
| 3002 | | 10747 LONG BEACH BLVD #2 | LYNWOOD | CA | 90262 |
| 3003 | | | PARAMOUNT | CA | 90723 |
| 3008 | | | TORRANCE | CA | 90505 |

| RS //S | SWAS = | The second | City | State | Zlp |
|---------|--------|--|-----------------|----------|-------|
| Store # | | Street | RIVERSIDE | CA | 92508 |
| 3018 | 7503 | 321 E ALESSANDRA BLVD STE 2F | FALLBROOK | CA | 92028 |
| 3025 | 7543 | 1075 S MISSION RD STE 12L | LANCASTER | CA | 93536 |
| 3047 | 6900 | 4081 W AVE L | BURBANK | CA | 91506 |
| 3055 | 6879 | 2412 VICTORY BLVD | LOS ANGELES | CA | 90038 |
| 3057 | 6901 | 5786 1/2 MELROSE AVE | WHITTIER | CA | 90601 |
| 3075 | 6902 | 11863 WHITTIER BLVD | CHULA VISTA | CA | 91910 |
| 3091 | 7539 | 344 EAST H ST STE 1409 | LA MESA | CA | 91941 |
| 3092 | 7545 | 3729 AVOCADO BLVD | SAN DIEGO | CA | 92104 |
| 3115 | 7540 | 3312 UNIVERSITY | TUSTIN | CA | 92780 |
| 3127 | 7327 | 13662 NEWPORT AVE # F&G | CYPRESS | CA | 90630 |
| 3150 | 7328 | 5496 LINCOLN AVE | NEWPORT BEACH | CA | 92663 |
| 3176 | 7341 | 2700 W COAST HWY STE 160 | ALBANY | CA | 94706 |
| 3215 | 7577 | 563 SAN PABLO AVE | OAKLAND | CA | 94612 |
| 3280 | 7565 | 501 14TH ST #26 | | WA | 98406 |
| 3322 | 7865 | 6212 6TH AVE | TACOMA | WA | 99352 |
| 3384 | 6828 | 1767 GEORGE WASHINGTON WA | RICHLAND | WA | 98354 |
| 3385 | 7858 | 2800 MILTON WAY | MILTON | AZ | 85712 |
| 3406 | 7704 | 6248 E SPEEDWAY BLVD | TUCSON | AZ | 85705 |
| 3450 | 7706 | 4020 N ORACLE RD | TUCSON | CA | 92841 |
| 3483 | 7332 | 9885 CHAPMAN AVE | GARDEN GROVE | CA | 93117 |
| 3529 | 7263 | 167 N FAIRVIEW AVE SPC167 | GOLETA | CA | 93060 |
| 3552 | 7258 | 248 W HARVARD BLVD #C | SANTA PAULA | CA | 90255 |
| 3571 | 6888 | 6912 SANTA FE AVE | HUNTINGTON PARK | CA | 92376 |
| 3632 | 7494 | 194 W FOOTHILL | RIALTO | CA | 91801 |
| 3635 | 6907 | 830 E VALLEY BLVD | ALHAMBRA | CA | 92507 |
| 3652 | 7509 | 3907 CHICAGO AVE #B | RIVERSIDE | | 96761 |
| 3670 | | 808 WAINEE ST #102 | LAHAINA | HI CA | 90035 |
| 3698 | 6909 | 1837 S LA CIENEGA BLVD | LOS ANGELES | | 97478 |
| 3706 | 7349 | | SPRINGFIELD | OR WA | 98683 |
| 3718 | 7359 | | VANCOUVER | | 98665 |
| 3720 | 7350 | —————————————————————————————————————— | VANCOUVER | WA | 97302 |
| 3728 | 7352 | 4570 COMMERCIAL ST SE | SALEM | OR | 97305 |
| 3736 | 7354 | 3252 LANCASTER DR | SALEM | OR | 90004 |
| 3774 | 6894 | 146 S VERMONT AVE | LOS ANGELES | CA | 97402 |
| 3778 | 7355 | 3015 W 11TH ST | EUGENE | OR | 91754 |
| 3790 | 6895 | | MONTEREY PARK | CA | 92804 |
| 3795 | 7335 | | ANAHEIM | CA | 90036 |
| 3796 | 6910 | | LOS ANGELES | CA | 94509 |
| 3854 | 7570 | 2655 SOMERVILLE RD | ANTIOCH | CA | 95624 |
| 3898 | 7716 | 8641 ELK GROVE BLVD | ELK GROVE | CA | 93024 |

| RS NOTE | SWAS Store# | Street | City Same of States | State | Zip |
|-------------------|----------------|--|-----------------------|-------|------------|
| Store # ∂ 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 |
| 4081 | 6811 | 7470 W STATE ST | BOISE | 1D | 83714 |
| 4096 | 7803 | 3423 L ST #15 | OMAHA | NE | 68107 |
| | 7879 | 2895 W 26TH ST | ERIE | PA | 16506 |
| 4128 | 7437 | 4313 WALNUT ST STE 30 | MC KEESPORT | PA | 15132 |
| 4147 | | 135 N ELY | KENNEWICK | WA | 99336 |
| 4254 | 6830 | 1433 SE 1ST STE 104 | CANBY | OR | 97013 |
| 4271 | 7364 | 1519 132ND ST SE | EVERETT | WA | 98208 |
| 4272 | 7871 | 3955 VINEYARD DR | DUNKIRK | NY | 14048 |
| 4365 | 6470 | 1800 E FT HARRISON RD #6 | TERRE HAUTE | IN | 47804 |
| 4490 | 6477 | 2279 N PARK DR STE 420 | HOLLAND | МІ | 49424 |
| 4491 | 7827 | 37134 47TH ST E STE A | PALMDALE | CA | 93552 |
| 4498 | 6896 | | NASHVILLE | TN | 37214 |
| 4512 | 7153 | 361 OPRY MILLS DR | OWENSBORO | KY | 42301 |
| 4520 | 7812 | 2684 FREDERICA ST | FRANKFORT | КУ | 40601 |
| 4537 | 6701 | 1303 US HWY 127 S STE 405 | EVENDALE | ОН | 45241 |
| 4620 | 6589 | 9866 READING RD | HILLSBORO | ОН | 45133 |
| 4651 | 6585 | 704 HARRY SAUNER RD | TROY | ОН | 45373 |
| 4706 | 6586 | 1845 W MAIN ST SP B-112 | KANSAS CITY | МО | 64111 |
| 4749 | 6847 | 905 WESTPORT RD STE D | LA GRANGE | KY | 40031 |
| 4773 | 7813 | 2028 S HWY 53 STE 2 | AUBURN | NY | 13021 |
| 4810 | 7741 | 217 GRANT AVE | HERMITAGE | PA | 16148 |
| 4884 | | 1037 N HERMITAGE RD SP 2 | LOS ANGELES | CA | 90035 |
| 4918 | | 8801 W PICO BLVD | KEOKUK | IA | 52632 |
| 6046 | | | | MN | 55811 |
| 6190 | | | DULUTH | WI | 53713 |
| 6229 | | 2251 WEST BRDWAY | MADISON | WI | 53222 |
| 6230 | | 7600 W CAPITAL DR | MILWAUKEE BERWYN | iL iL | 60402 |
| 6297 | | 6905 WEST OGDEN AVE | LINCOLN PARK | MI | 48146 |
| 6303 | | 1887 SOUTHFIELD RD | | MI | 48066 |
| 6321 | | 31853 GRATIOT AVE | ROSEVILLE MADISON HTS | MI | 48071 |
| 6339 | | 200 WEST TWELVE MILE RD | | MI | 48197 |
| 6399 | | | YPSILANTI | IL. | 60085 |
| 6408 | 6543 | ······································ | WAUKEGAN | IL. | 61032 |
| 6415 | 6554 | | FREEPORT | IL. | 60527 |
| 6443 | 6546 | | WILLOWBROOK | IL IL | 62526 |
| 6485 | 6478 | 4202 N PROSPECT HWY 51 N | DECATUR | IL | 1 02320 |

| RS 🚛 🕾 | SWAS | | City | | Zip |
|--------------|--------------|---------------------------|----------------|-------|-------|
| Store # | Store # | Street | | | 60406 |
| 6525 | 6548 | 12125 S WESTERN AVE | BLUE ISLAND | IL | 60804 |
| 6593 | 6550 | 2246 S CICERO AVE | CICERO | 11. | 61822 |
| 6634 | 6480 | 2020 N PROSPECT AVE STE 4 | CHAMPAIGN | IL NO | 63801 |
| 6656 | 7130 | 1213 SOUTH MAIN | SIKESTON | MO | 73703 |
| 6661 | 7325 | 3426 W OWEN K GARRIOTT RD | ENID | OK | 47933 |
| 6738 | 6481 | 1837 S US HWY 231 | CRAWFORDSVILLE | IN | |
| 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 | | 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 |
| 8125 | | 1916 E BELTLINE RD STE A | CARROLLTON | TX | 75006 |
| 8151 | 6669 | 10520 GARLAND RD | DALLAS | TX | 75218 |
| | | 3253 INDEPENDENCE PKWY | PLANO | TX | 75075 |
| 8162 | | 5419 BELLAIRE | BELLAIRE | TX | 77401 |
| 8203 8238 | | | BATON ROUGE | LA | 70805 |
| 8258 | | 2755 GESSNER RD STE R | HOUSTON | TX | 77080 |
| 8264 | | 140 S WAYSIDE | HOUSTON | TX | 77011 |
| 8268 | | 5090 TWIN CITY HWY STE A | GROVES | TX | 77619 |
| | | 1501 N GRAND AVE STE J | GAINESVILLE | TX | 76240 |
| 8305 | | 1314 S JACKSON ST | JACKSONVILLE | TX | 75766 |
| 8343 | | 3901 E BELKNAP | FORT WORTH | TX | 76111 |
| 8348 | | | PINEVILLE | LA | 71360 |
| 8360 | | | FORT WORTH | TX | 76115 |
| 8384 | | | DENTON | TX | 76201 |
| 8397 | | | OPELOUSAS | LA | 70570 |
| 8398 | | | WICHITA | KS | 67218 |
| 8403 | | | MEMPHIS | TN | 38104 |
| 8406 | 7056 | 1625 POPLAR AVE | 1 ME M 1110 | | |

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

| RS-all | SWAS | Street | City of The space | State | Zip |
|---------|---------|---------------------------|---|--------------|-------|
| Store # | Store # | | LAS VEGAS | NV | 89123 |
| 9456 | 6945 | 2370 E SERENE AVE STE B | LAS VEGAS | | |
| 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 | ОК | 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.

Bv:

Name: Bradford A. Tobin

Title: Senior Vice President & General Counsel

SPRINT SOLUTIONS INC.

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 enterentered into this 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.

By:

Name: Bradford A. Tobin

Title: Senior Vice President & General Counsel

GENERAL WIRELESS OPERATIONS INC.

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