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ATTACHMENT

Exhibit 1

Proposal Final Judgment

Exhibit 2

Stipulation & Order

Exhibit 3

T-Mobile USA Form 8-K

EXHIBIT 1
PROPOSED FINAL JUDGMENT

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA *et al.*,

Plaintiffs,

v.

DEUTSCHE TELEKOM AG, T-MOBILE
US, INC., SOFTBANK GROUP CORP.,
SPRINT CORPORATION, and DISH
NETWORK CORPORATION,

Defendants.

Case No.

Filed:

[PROPOSED] FINAL JUDGMENT

WHEREAS, Plaintiffs, United States of America and the States of Kansas, Nebraska, Ohio, Oklahoma, and South Dakota (“Plaintiff States”), filed their Complaint on July 26, 2019, the Plaintiffs and Defendants Deutsche Telekom AG, T-Mobile US, Inc., SoftBank Group Corp., and Sprint Corp., by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against or admission by any party regarding any issue of fact or law;

AND WHEREAS, pursuant to a Stipulation and Order among Deutsche Telekom AG, T-Mobile US, Inc., SoftBank Group Corp., Sprint Corp., and DISH Network Corp. (collectively, “Defendants”) and the United States, the Court has joined DISH Network Corp. as a defendant to this action for the purposes of settlement and for the entry of this Final Judgment;

AND WHEREAS, Defendants agree to be bound by the provisions of this Final Judgment pending its approval by the Court;

AND WHEREAS, the purpose of this Final Judgment is to preserve competition by enabling the entry of another national facilities-based mobile wireless network operator;

AND WHEREAS, Plaintiffs require Divesting Defendants to make certain divestitures for the purpose of remedying the loss of competition alleged in the Complaint;

AND WHEREAS, Defendants have represented to Plaintiffs that the divestitures and other relief required by this Final Judgment can and will be made and carried out, and that Defendants will not later raise any claim of hardship or difficulty as grounds for asking the Court to modify any of the provisions contained below;

NOW THEREFORE, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION

The Court has jurisdiction over the subject matter of and each of the parties to this action. The Complaint states a claim upon which relief may be granted against Divesting Defendants and Parent Defendants under Section 7 of the Clayton Act, 15 U.S.C. § 18. Pursuant to the Stipulation and Order filed simultaneously with this Final Judgment joining DISH as a defendant to this action, DISH has consented to this Court's exercise of specific personal jurisdiction over DISH in this matter solely for the purposes of settlement and for the entry and enforcement of the Final Judgment.

II. DEFINITIONS

As used in this Final Judgment:

A. “Acquiring Defendant” or “Acquirer” or “DISH” mean Defendant DISH Network Corporation, a Nevada corporation with its headquarters in Englewood, Colorado; its successors and assigns; and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

B. “Assurance Wireless” means the prepaid wireless business conducted by Virgin Mobile under the Assurance Lifeline brand.

C. “Cell Site” or “Tower Site” mean any wireless communications towers, rooftops, water towers, or other wireless communications facilities owned or leased by Divesting Defendants and the physical location and wireless equipment thereto.

D. “Decommissioned” or “Decommissioning” means, with respect to a Cell Site, when the Cell Site is no longer transmitting on Divesting Defendants’ networks. With respect to Retail Locations, Decommissioned or Decommissioning means when Divesting Defendants cease customer service operations.

E. “Deutsche Telekom” means Deutsche Telekom AG, a German corporation headquartered in Bonn, Germany, that is the controlling shareholder of T-Mobile; its successors and assigns; and its parents, subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

F. “Divesting Defendants” means T-Mobile and Sprint.

G. “Divestiture Assets” means the Prepaid Assets, the 800 MHz Spectrum Licenses, the Decommissioned Retail Locations, and the Decommissioned Cell Sites.

H. “Fifth Generation Broadband Services” or “5G Services” means at least 3GPP Release 15, capable of providing enhanced mobile broadband (eMBB) functionality.

I. “Full MVNO Agreement” means an agreement that (1) provides the Acquiring Defendant the ability to sell retail mobile wireless services as an MVNO using the Divesting Defendants’ wireless networks, (2) provides Acquiring Defendant the option to deploy its own core network with all associated service platforms to be offered in combination with services provided by Divesting Defendants’ wireless networks, and (3) requires Divesting Defendants to provide network connectivity between Divesting Defendants and Acquiring Defendant’s network for all traffic.

J. “MVNO” means a mobile virtual network operator, such as TracFone and Google Fi, that obtains network access from facilities-based providers like T-Mobile and Sprint and resells that mobile wireless service to consumers under its own brand name.

K. “Parent Defendants” means Deutsche Telekom and SoftBank.

L. “Prepaid Assets” means all tangible and intangible assets primarily used by the Boost Mobile, Sprint-branded prepaid, and Virgin Mobile businesses today, including but not limited to Boost and Virgin Mobile Retail Locations, licenses, personnel, facilities, data, and intellectual property, as well as all relationships and/or contracts with prepaid customers served by Sprint, Boost Mobile, and Virgin Mobile. Prepaid Assets do not include the Assurance Wireless business and the prepaid wireless customers of Shenandoah Telecommunications Company and Swiftel Communications, Inc.

M. “Prepaid Assets Personnel” means all employees whose jobs currently focus on the support of the Prepaid Assets, or whose jobs have previously focused on supporting the

Prepaid Assets at any time between January 1, 2016 and the date on which the Prepaid Assets are divested to the Acquirer. Prepaid Assets Personnel shall include no fewer than 400 current employees of the Divesting Defendants, which shall include employees involved in sales management, marketing management, distribution support, sales support, and finance.

N. “Retail Locations” means any retail locations owned or operated by Divesting Defendants and from which either T-Mobile or Sprint sells mobile wireless service under any of their affiliated brands, including Sprint, Boost Mobile, Virgin Mobile, T-Mobile, Metro by T-Mobile, and MetroPCS.

O. “800 MHz Spectrum Licenses” means all of Sprint’s 800 MHz spectrum holdings as listed and described in Attachment A to this Final Judgment.

P. “600 MHz Spectrum Licenses” means all of DISH’s 600 MHz spectrum holdings as listed and described in Attachment B to this Final Judgment.

Q. “SoftBank” means SoftBank Group Corp., a Japanese corporation and controlling shareholder of Sprint; its successors and assigns; and its parents, subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

R. “Sprint” means Defendant Sprint Corporation, a Delaware corporation with its headquarters in Overland Park, Kansas; its successors and assigns; and its subsidiaries, divisions, groups, affiliates (other than SoftBank), partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

S. “T-Mobile” means Defendant T-Mobile US, Inc., a Delaware corporation with its headquarters in Bellevue, Washington; its successors and assigns; and its subsidiaries, divisions,

groups, affiliates (other than Deutsche Telekom), partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

III. APPLICABILITY

A. This Final Judgment applies to the Divesting Defendants, Parent Defendants, and Acquiring Defendant, as defined above, and all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

B. If any of the terms of an agreement between (i) Divesting Defendants and the Acquiring Defendant to effectuate the divestitures required by the Final Judgment or (ii) Defendants and the Federal Communications Commission (FCC) to effectuate the divestitures required by the Final Judgment varies from the terms of this Final Judgment then, to the extent that Defendants cannot fully comply with both terms due to a conflict between the terms, this Final Judgment will determine Defendants' obligations. Provided, however, that if there is an inconsistency between this Final Judgment and any commitment any of the Defendants have made to the FCC, the more stringent obligations will control.

IV. DIVESTITURES

A. Prepaid Assets

1. The Divesting Defendants shall take all actions required to enable Acquiring Defendant to have, within ninety (90) days after notice of the entry of this Final Judgment by the Court, the ability to provision any new or existing customer of the Prepaid Assets holding a compatible handset device onto the T-Mobile network pursuant to the terms of any Full MVNO Agreement. Divesting Defendants are ordered and

directed, not more than fifteen (15) days after Divesting Defendants can provide Acquiring Defendant the ability to provision any new or existing customer of the Prepaid Assets holding a compatible handset device onto the T-Mobile network pursuant to the terms of any Full MVNO Agreement, or the first business day of the month following the later of the consummation of the merger of T-Mobile and Sprint and the receipt of any approvals required for the divestiture of the Prepaid Assets from the FCC and any material state public utility commission, or five (5) calendar days after notice of the entry of this Final Judgment by the Court, whichever is later, to divest the Prepaid Assets to Acquiring Defendant in a manner acceptable to the United States, in its sole discretion.

2. Employees

a. Within ten (10) business days following the filing of the Complaint in this matter, Divesting Defendants shall provide to Acquiring Defendant, the United States, the Plaintiff States, and the Monitoring Trustee, organization charts covering all Prepaid Assets Personnel for each year from January 1, 2016 to present. Within ten (10) business days of receiving a request from Acquiring Defendant, Divesting Defendants shall provide to Acquiring Defendant, the United States, the Plaintiff States, and the Monitoring Trustee, additional information related to identified Prepaid Assets Personnel, including name, job title, reporting relationships, past experience, responsibilities from January 1, 2016 through the date on which the Prepaid Assets are transferred to Acquirer, training and educational history, relevant certifications, job performance evaluations, and current salary and benefits information to enable Acquiring

Defendant to make offers of employment. If Divesting Defendants are barred by any applicable laws from providing any of this information to Acquiring Defendant, within ten (10) business days of receiving Acquiring Defendant's request, Divesting Defendants will provide the requested information to the greatest extent possible under applicable laws and also provide a written explanation of their inability to comply fully with Acquiring Defendant's request for information regarding Prepaid Assets Personnel.

b. Upon request, Divesting Defendants shall make Prepaid Assets Personnel available for interviews with Acquiring Defendant during normal business hours at a mutually agreeable location. Divesting Defendants will not interfere with any negotiations by Acquiring Defendant to employ any Prepaid Assets Personnel. Interference includes but is not limited to offering to increase the salary or benefits of or offering bonuses to Prepaid Assets Personnel other than as part of a company-wide increase in salary or benefits or company-wide provision of bonuses granted in the ordinary course of business. If Divesting Defendants have offered Prepaid Assets Personnel incentives to remain employed with Divesting Defendants until a certain date (e.g., retention bonuses), Divesting Defendants must warrant to those Prepaid Assets Personnel and the Acquiring Defendant that the Prepaid Assets Personnel will receive all promised incentives if they accept an offer of employment with the Acquiring Defendant and remain employed with the Acquiring Defendant until the date contemplated by the

originally agreed-upon incentive. Divesting Defendants shall be responsible for reimbursing Acquiring Defendant the costs associated with such incentives.

c. For any Prepaid Assets Personnel who elect employment with Acquiring Defendant, Divesting Defendants shall waive all non-compete and non-disclosure agreements, vest all unvested pension and other equity rights, and provide all benefits to which Prepaid Assets Personnel would be provided if transferred to a buyer of an ongoing business.

d. For a period of two (2) years from the date of filing of the Complaint in this matter, Divesting Defendants may not solicit to hire, or hire, any Prepaid Assets Personnel who was hired by Acquiring Defendant, unless (a) such individual is terminated or laid off by Acquiring Defendant or (b) Acquiring Defendant agrees in writing that Divesting Defendants may solicit or hire that individual.

e. Nothing in this Section prohibits Divesting Defendants from maintaining any reasonable restrictions on the disclosure by any employee who accepts an offer of employment with Acquiring Defendant of Divesting Defendants' proprietary non-public information that is (a) not otherwise required to be disclosed by this Final Judgment, (b) related solely to Divesting Defendant's businesses and clients, and (c) unrelated to the Divestiture Assets.

f. Acquiring Defendant's right to hire Prepaid Assets Personnel pursuant to Paragraph IV(A)(2) and Divesting Defendants' obligations under

Paragraphs IV(A)(2)(a)-(c) lasts for a period of one hundred and eighty (180) days after the closing of the divestiture of the Prepaid Assets.

3. Divesting Defendants shall warrant to Acquiring Defendant that the Prepaid Assets will be fully operational on the date of transfer.

4. At the option of Acquiring Defendant, Divesting Defendants shall enter into one or more transition services agreements to provide billing, customer care, SIM card procurement, device provisioning, and all other services used by the Prepaid Assets prior to the date of their transfer to Acquirer for an initial period of up to two (2) years after the transfer of the Prepaid Assets. During the initial two-year term of the agreement, Divesting Defendants shall provide the transition services at no greater than cost to Acquiring Defendant. All other terms and conditions of any such agreement must be reasonably related to market conditions for the provision of the relevant services and must be acceptable to the United States in its sole discretion, after consultation with the affected Plaintiff States. Upon Acquiring Defendant's request, the United States, in its sole discretion, after consultation with the affected Plaintiff States, may approve one or more extensions of such agreement(s) for a total of up to an additional one (1) year.

5. At Acquiring Defendant's option, on or before the divestiture of the Prepaid Assets, Divesting Defendants shall assign or otherwise transfer to Acquiring Defendant all transferable or assignable agreements, or any assignable portions thereof, related to the Prepaid Assets, including, but not limited to, all supply contracts, licenses, and collaborations. Divesting Defendants shall use best efforts to expeditiously obtain from any third parties any consent necessary to transfer or assign to Acquiring Defendant

all agreements related to the Prepaid Assets. To the extent consent cannot be obtained and the agreement is not otherwise assignable, Divesting Defendants shall use best efforts to obtain or provide for Acquiring Defendant, as expeditiously as possible, the full benefits of any such agreement as it relates to the Prepaid Assets by assisting Acquiring Defendant to secure a new agreement and by taking any other steps necessary to ensure that Acquiring Defendant obtains the full benefit of the agreement as it relates to the Prepaid Assets. Divesting Defendants will not assert, directly or indirectly, any legal claim that would interfere with Acquiring Defendant's ability to obtain the full benefit from any transferred third-party agreement to the same extent enjoyed by Divesting Defendant prior to the transfer.

6. At Acquiring Defendant's option, on or before the divestiture of the Prepaid Assets, Divesting Defendants shall provide contact information and make introductions to distributors and suppliers that support the Prepaid Assets. Divesting Defendants shall not interfere with Acquiring Defendant's attempts to negotiate with these distributors or suppliers.

B. 800 MHz Spectrum License Transfer

1. Divesting Defendants are ordered and directed, within three (3) years after the closing of the divestiture of the Prepaid Assets or within five (5) business days of the approval by the FCC of the transfer of the 800 MHz Spectrum Licenses, whichever is later, to divest the 800 MHz Spectrum Licenses in a manner acceptable to the United States, in its sole discretion, after consultation with the affected Plaintiff States. The United States, in its sole discretion, after consultation with the affected Plaintiff States,

may agree to one or more extensions of this time period not to exceed sixty (60) calendar days in total, and will notify the Court in such circumstances. Acquiring Defendant will make timely application to the FCC for the transfer of the spectrum to comply with this Paragraph.

2. Acquiring Defendant shall pay a penalty of \$360,000,000 to the United States if it elects not to purchase the 800 MHz Spectrum Licenses. The Acquiring Defendant shall pay the penalty within thirty (30) days of declining to purchase the 800 MHz Spectrum Licenses. Notwithstanding the foregoing, the Acquiring Defendant will not be required to pay such penalty if it has deployed a core network and offered 5G Service to at least 20% of the U.S. population over DISH's facilities-based network within three (3) years of the closing of the divestiture of the Prepaid Assets.

3. If, at the expiration of this Final Judgment, Acquiring Defendant has acquired the 800 MHz Spectrum Licenses, but has not deployed all of the 800 MHz Spectrum Licenses for use in the provision of retail mobile wireless services, Acquiring Defendant shall forfeit to the FCC, at the United States' sole discretion, after consultation with the affected Plaintiff States, all of the 800 MHz Spectrum Licenses that are not being used to provide retail mobile wireless services, unless Acquiring Defendant already is providing nationwide retail mobile wireless services over DISH's facilities-based network.

4. If the Acquiring Defendant does not purchase the 800 MHz Spectrum Licenses, Divesting Defendants shall conduct an auction of the 800 MHz Spectrum Licenses within six (6) months of Acquiring Defendant declining to purchase the

licenses. In such auction, Divesting Defendants will not divest the 800 MHz Spectrum Licenses to any other national facilities-based mobile wireless network operator, without the prior written approval of the United States, in its sole discretion, after consultation with the affected Plaintiff States, and will not be required to divest the 800 MHz Spectrum Licenses at a price that is lower than the price the Acquiring Defendant originally agreed to pay for such licenses. In addition, Divesting Defendants may apply to the United States to be relieved from the commitment to sell the 800 MHz Spectrum Licenses if (i) Acquiring Defendant declines to purchase the 800 MHz Spectrum License and (ii) the sale of the 800 MHz Spectrum Licenses is no longer needed fully to remedy the competitive harms of the merger, as determined by the United States in its sole discretion, after consultation with the affected Plaintiff States.

C. Decommissioned Cell Sites

1. Divesting Defendants shall make all Cell Sites Decommissioned by Divesting Defendants within five (5) years of the closing of the divestiture of the Prepaid Assets, which shall not be fewer than 20,000 Cell Sites, available to Acquiring Defendant immediately after such Decommissioning.

2. Divesting Defendants shall provide, no later than the closing of the Prepaid Assets divestiture, the Acquiring Defendant and Monitoring Trustee with a detailed schedule identifying, over the next five (5) years: (i) each Cell Site that the Divesting Defendants plan to Decommission; (ii) the forecasted date for Decommissioning; and (iii) whether a given Cell Site is freely transferrable. For a period of five (5) years following the closing of the divestiture of the Prepaid Assets, on the first day of each

month Divesting Defendants shall submit to the Acquiring Defendant and Monitoring Trustee updated Cell Site Decommissioning schedules that include a rolling monthly forecast projected out two hundred and seventy (270) days. All forecasted Decommissionings within one hundred and eighty (180) days will be binding, subject to any mandatory restrictions on transfer imposed by federal or state law, unless the Monitoring Trustee determines that the Decommissioning was changed for good cause, and the changes and justifications are reported by the Divesting Defendants to the United States.

3. Divesting Defendants are ordered to pay to the United States, within ninety (90) days following the end of each fiscal quarter, \$50,000 multiplied by the total number of Cell Sites in excess of two (2) percent of Cell Sites in any 180-day Cell Site forecast: (a) for which the Acquiring Defendant exercised its option to acquire such Cell Site that was Decommissioned more than ten (10) days after the date forecasted in the 180-day Cell Site forecast or (b) that were Decommissioned but did not appear on any 180-day Cell Site forecast. If Divesting Defendants are incorrect, and have not cured within ten (10) days, on more than ten (10) percent of Cell Sites in any three 180-day Cell Site forecasts, the penalty shall increase to \$100,000 per incorrect Cell Site for which the Acquiring Defendant exercised its option to acquire such Cell Site starting on the fourth 180-day Cell Site forecast that is incorrect on at least ten (10) percent of Cell Sites and continuing at that level for any penalties imposed pursuant to this Paragraph. If Divesting Defendants demonstrate that there was good cause for the forecast to have been inaccurate with regard to an individual Cell Site, the United States may, in its sole

discretion, after consultation with the affected Plaintiff States, waive some or all of the payments.

4. Divesting Defendants shall assign or transfer any rights that are assignable or transferrable and are useful for Acquiring Defendant to deploy infrastructure on the Decommissioned Cell Sites and will waive or terminate any rights Divesting Defendants may have to impede or prevent Acquiring Defendant from doing so. Where Divesting Defendants do not have the right to assign or transfer such rights, Divesting Defendants will cooperate with Acquiring Defendant in its attempt to obtain the rights.

5. Divesting Defendants shall Decommission unnecessary Cell Sites promptly. Divesting Defendants will vacate a Decommissioned Cell Site as soon as reasonably possible after the site is no longer in use on any of the Divesting Defendants' networks. As soon as reasonably possible after making Decommissioned Cell Sites available to the Acquiring Defendant, Divesting Defendants shall also make any Decommissioned transport-related equipment (including microwave backhaul gear and network switches) on such cell sites available for purchase by the Acquiring Defendant. If the Monitoring Trustee determines that Divesting Defendants have not complied with this Paragraph, the Monitoring Trustee may recommend and the United States may impose a fine of up to \$50,000 per Cell Site per week for which Acquiring Defendant exercised its option to acquire such Cell Site or transport-related equipment for any violation.

6. Subject to the terms and conditions of the applicable lease or easement for such Cell Site, Divesting Defendants shall provide Acquiring Defendant reasonable

access to inspect Decommissioned Cell Sites prior to the deadline for Acquiring Defendant to exercise its option on the Decommissioned Cell Sites.

D. Decommissioned Retail Locations

1. Divesting Defendants shall make all assignable or transferrable Retail Locations Decommissioned by Divesting Defendants within five (5) years of the closing of the divestiture of the Prepaid Assets, which will not be fewer than four hundred (400) Retail Locations, available to Acquiring Defendant immediately after such Decommissioning.

2. Divesting Defendants shall notify Acquiring Defendant of Retail Locations that Divesting Defendants plan to Decommission as soon as the locations are identified.

3. Divesting Defendants shall waive or terminate any rights they have to impede or prevent Acquiring Defendant from using the Retail Locations.

4. Subject to the terms and conditions of the applicable lease for such Retail Location, Divesting Defendants shall provide Acquiring Defendant reasonable access to inspect Decommissioned Retail Locations prior to the deadline for Acquiring Defendant to exercise its option on the Decommissioned Retail Locations.

E. Unless the United States otherwise consents in writing or the Acquiring Defendant declines its option to purchase certain Decommissioned Cell Sites or Decommissioned Retail Locations, the divestitures pursuant to this Final Judgment will include the entire Divestiture Assets. The divestitures will be accomplished in such a way as to satisfy the United States, in its sole discretion, that the Divestiture Assets can and will be used by Acquiring Defendant as part of a viable, ongoing operation relating to the provision of retail

mobile wireless service. The divestitures will be accomplished so as to satisfy the United States, in its sole discretion, that none of the terms of any agreement between Acquiring Defendant and Divesting Defendants gives the Divesting Defendants the ability unreasonably to raise the Acquiring Defendant's costs, to lower the Acquiring Defendant's efficiency, or otherwise to interfere with the ability of the Acquiring Defendant to compete.

F. Acquiring Defendant shall use the Divestiture Assets to offer retail mobile wireless services, including offering nationwide postpaid retail mobile wireless service within one (1) year of the closing of the sale of the Prepaid Assets.

G. Divesting Defendants shall not take any action that will impede in any way the permitting, operation, or divestiture of the Divestiture Assets.

H. Divesting Defendants shall warrant to Acquiring Defendant (1) that there are no material defects known to the Divesting Defendants in the environmental, zoning, or other permits pertaining to the operation of the Divestiture Assets, (2) that following the sale of the Divestiture Assets, Divesting Defendants will not undertake, directly or indirectly, any challenges to the environmental, zoning, or other permits relating to the operation of the Divestiture Assets in a manner adverse to the Acquiring Defendant, and (3) that the Divestiture Assets will be capable of full operation on the date of transfer. For purposes of this Paragraph, the Divestiture Assets shall not include any Decommissioned Cell Sites or Decommissioned Retail Locations as to which the Acquiring Defendant declined its option to acquire the assets.

I. For a period of up to one (1) year following the divestiture closing, if the Acquiring Defendant determines that any assets not included in the Divestiture Assets were previously used by the divested business and are reasonably necessary for the continued

competitiveness of the Divestiture Assets, it shall notify the United States, the Plaintiff States, and the Divesting Defendants in writing that it requires such assets. Provided, however, that such assets shall not include any tangible or intangible wireless network or spectrum assets (except as provided herein), or any tangible or intangible IT assets or software licenses used by the remaining Sprint business. The United States, in its sole discretion, after consultation with the affected Plaintiff States, taking into account Acquiring Defendant's assets and business, shall determine whether any of the assets identified should be divested to Acquiring Defendant. If the United States determines that such assets should be divested, Divesting Defendants and Acquiring Defendant will negotiate an agreement within thirty (30) calendar days providing for the divestiture of such assets in a period to be determined by the United States in consultation with the affected Plaintiff States and Divesting Defendants and Acquiring Defendant.

V. 600 MHz SPECTRUM DEPLOYMENT

A. Acquiring Defendant and Divesting Defendants agree to negotiate in good faith to reach an agreement for Divesting Defendants to lease some or all of Acquiring Defendant's 600 MHz Spectrum Licenses for deployment to retail consumers by Divesting Defendants. Defendants shall report to the Monitoring Trustee within ninety (90) days after the filing of this Final Judgment regarding the status of these negotiations. If, at the end of one hundred and eighty (180) days, Defendants have not reached an agreement to lease some or all of Acquiring Defendant's 600 MHz Spectrum Licenses for deployment by Divesting Defendants and use by retail consumers, the Monitoring Trustee shall report to the United States, which may then resolve any dispute at the United States' sole discretion, provided such resolution shall be based on commercially reasonable and mutually beneficial terms for both parties, recognizing that the

lease(s) must be for a sufficient period of time for Divesting Defendants to make adequate commercial use of the 600 MHz Spectrum Licenses.

VI. FULL MOBILE VIRTUAL NETWORK OPERATOR

A. Divesting Defendants and Acquiring Defendant shall enter into a Full MVNO Agreement for a term of no fewer than seven (7) years. The terms and conditions of the Acquiring Defendant's use of Divesting Defendants' wireless networks pursuant to any Full MVNO Agreement shall be commercially reasonable and must be acceptable to the United States, in its sole discretion, after consultation with the affected Plaintiff States.

B. In carrying out its obligations under any Full MVNO Agreement, Divesting Defendants:

1. shall not reject any of Acquiring Defendant's lawful traffic, unless authorized to do so by any Full MVNO Agreement and accepted by the United States, in its sole discretion, after consultation with the affected Plaintiff States;

2. shall not unreasonably discriminate against Acquiring Defendant or Acquiring Defendant's subscribers, including by blocking, throttling, or otherwise deprioritizing the Acquiring Defendant's customers differently than Divesting Defendants' own similarly situated customers, unless authorized to do so by any Full MVNO Agreement;

3. shall use reasonable best efforts to provide Acquiring Defendant all operational support required for Acquiring Defendant's customers (including, but not limited to, customers of the Prepaid Assets) to be able to use the Divesting Defendants' wireless networks;

4. shall not unreasonably refuse to allow any device used by Acquiring Defendant's customers to access the Divesting Defendants' wireless networks, or otherwise unreasonably refuse to approve or support any such devices, and shall approve such devices for use upon request as soon as reasonably practicable, and shall use commercially reasonable efforts to provide technical support or other assistance to the Acquiring Defendant as requested to facilitate approval of any devices for use on Divesting Defendants' wireless networks;

5. shall configure its wireless network as necessary to enable the provision of handover mobility for the Acquiring Defendant's customers in the boundary areas between the Acquiring Defendant's network, built out in contiguous coverage areas (e.g., city-wide coverage), and the Divesting Defendants' wireless networks; and

6. shall not otherwise unreasonably delay, impede, or frustrate Acquiring Defendant's ability to use any Full MVNO Agreement and the Divesting Defendants' networks to become a nationwide facilities-based retail mobile wireless services provider.

VII. MOBILE VIRTUAL NETWORK OPERATOR COMPETITION

A. Divesting Defendants shall abide by all terms of their existing MVNO agreements. Divesting Defendants shall agree to extend existing MVNO agreements on their existing terms (other than any "most favored nation" provisions) until the expiration of this Final Judgment unless the Divesting Defendants demonstrate to the Monitoring Trustee that doing so will result in a material adverse effect, other than as a result of competition, on the Divesting Defendants' ongoing business. For the avoidance of doubt, Divesting Defendants are not required to extend any MVNO agreements beyond the expiration of this Final Judgment or any

existing infrastructure-based MVNO agreement that includes a reciprocal facility sharing arrangement unless it includes a mutually beneficial reciprocal facility sharing arrangement for the duration of the MVNO agreement. Any disputes arising from the negotiation of an agreement pursuant to this Paragraph shall be resolved by the United States in its sole discretion.

B. Divesting Defendants and Acquiring Defendant agree to support eSIM technology on smartphones, including working with handset equipment manufacturers to support eSIM-capable phones to the extent such phones are technically capable of operating on Divesting Defendants or Acquiring Defendant's wireless networks.

C. Divesting Defendants and Acquiring Defendant shall not discriminate against devices for the reason that the device uses remote SIM provisioning and eSIM technology to connect to the Defendants' wireless networks. Examples of discrimination would include, but are not limited to, refusing to sell a device because it contains or uses an eSIM, and refusing to certify for network access a device because it uses an eSIM, but discrimination would not include the application of the Defendant's generally applicable device-locking policies to devices sold or leased by Defendant, provided that the locking policy is consistent with Paragraph VII(F), below.

D. Divesting Defendants and Acquiring Defendant shall not discriminate against devices for the reason that the device allows multiple active profiles or for the reason that the device allows automatic switching between those profiles. Examples of discrimination would include, but are not limited to, refusing to sell a device because it has these functions, and refusing to certify for network access a device because it has these functions. For avoidance of doubt, nothing contained in this provision will prohibit Defendants from exercising discretion to

determine whether a device or technology will harm or impede the operation of their respective wireless networks.

E. Divesting Defendants and Acquiring Defendant shall make their network plans available to consumers who use on-screen selection software or applications from devices capable of being remotely provisioned on the same terms as offered to other consumers in that geographic area. This provision will apply to any device that is the same make and model as any device Defendants sell or otherwise certify for network access.

F. Divesting Defendants and Acquiring Defendant agree to abide by the following unlocking principles for all methods of locking (including any limitation on the use of an eSIM to switch between profiles) for any postpaid or prepaid mobile wireless device that they lock to their network: (i) Divesting Defendants and Acquiring Defendant will post on their respective websites their clear, concise, and readily accessible policies on postpaid and prepaid mobile device unlocking; (ii) Divesting Defendants and Acquiring Defendant will unlock mobile wireless devices for their customers and former customers in good standing and individual owners of eligible devices after the fulfillment of the applicable postpaid service contract, device financing plan, or payment of applicable early termination fee; (iii) Divesting Defendants and Acquiring Defendant will unlock prepaid mobile wireless devices no later than one (1) year after initial activation, consistent with reasonable time, payment, or usage requirements; and (iv) Divesting Defendants and Acquiring Defendant will automatically unlock devices remotely within two (2) business days of devices becoming eligible for unlocking, and without additional fee, provided, however, that if not technically possible to automatically unlock devices remotely,

Divesting Defendants and Acquiring Defendant shall instead provide immediate notice to consumers that the devices are eligible to be unlocked.

VIII. FACILITIES-BASED EXPANSION AND ENTRY

A. Divesting Defendants shall comply with all network build commitments made to the FCC related to the merger of T-Mobile and Sprint or the divestiture to Acquiring Defendant as of the date of entry of this Final Judgment, subject to verification by the FCC. Acquiring Defendant shall comply with the June 14, 2023 AWS-4, 700 MHz, H Block, and Nationwide 5G Broadband network build commitments made to the FCC as of the date of entry of this Final Judgment, subject to verification by the FCC. Defendants shall provide to the United States and the Plaintiff States copies of any reports or submissions to the FCC that are associated with any FCC order(s) within three (3) business days of submission to the FCC.

B. Divesting Defendants shall not interfere with Acquiring Defendant's efforts to deploy a nationwide facilities-based mobile wireless network, or to operate that network. Acquiring Defendant shall use its best efforts to serve subscribers over its facilities-based wireless network rather than over Divesting Defendants' wireless networks.

C. On the first day of the first fiscal quarter following the entry of this Final Judgment and every one hundred and eighty (180) days thereafter, Acquiring Defendant shall submit to the United States and the Plaintiff States an update on the status of its wireless network deployment. This update will include a description of Acquiring Defendant's deployment efforts since Acquiring Defendant's last report, including (a) the number of towers and small cells deployed by Acquiring Defendant; (b) the spectrum bands over which Acquiring Defendant has deployed equipment; (c) Acquiring Defendant's progress in obtaining subscriber devices that

operate on each of its licensed spectrum bands; (d) the percentage of the population of the United States covered by Acquiring Defendant's wireless network; (e) the number of mobile wireless subscribers served by Acquiring Defendant; (f) the amount of traffic transmitted to and from these subscribers over Acquiring Defendant's facilities-based wireless network; (g) the amount of traffic transmitted to and from these subscribers over Divesting Defendants' network pursuant to a Full MVNO Agreement; and (h) any efforts by Divesting Defendants to interfere with Acquiring Defendant's efforts to deploy and operate its facilities-based wireless network.

IX. FINANCING

Divesting Defendants and Parent Defendants shall not finance any part of any purchase made pursuant to this Final Judgment, unless the United States approves such financing in its sole discretion.

X. STIPULATION AND ORDER

Until the divestitures required by this Final Judgment have been accomplished, Divesting Defendants shall take all steps necessary to comply with the Stipulation and Order entered by the Court. Defendants shall take no action that would jeopardize the divestiture ordered by the Court.

XI. AFFIDAVITS

A. Within twenty (20) calendar days of the filing of the Complaint in this matter, Divesting Defendants shall deliver to the United States and the Plaintiff States an affidavit that describes in reasonable detail all actions Divesting Defendants have taken and all steps Divesting Defendants have implemented on an ongoing basis to comply with Section X of this Final Judgment. Divesting Defendants shall deliver to the United States and the Plaintiff States an

affidavit describing any changes to the efforts and actions outlined in Divesting Defendants' earlier affidavits filed pursuant to this Section within fifteen (15) calendar days after the change is implemented.

B. Divesting Defendants shall keep all records of all efforts made to preserve and divest the Divestiture Assets until one (1) year after such divestiture has been completed.

XII. APPOINTMENT OF MONITORING TRUSTEE

A. Upon application of the United States, after consultation with the Plaintiff States, the Court shall appoint a Monitoring Trustee selected by the United States and approved by the Court.

B. The Monitoring Trustee shall have the power and authority to monitor Defendants' compliance with the terms of this Final Judgment and the Stipulation and Order entered by the Court, and shall have such other powers as the Court deems appropriate. The Monitoring Trustee shall be required to investigate and report on the Defendants' compliance with this Final Judgment and the Stipulation and Order, and the Defendants' progress toward effectuating the purposes of this Final Judgment, including but not limited to: Divesting Defendants' sale of the Divestiture Assets, Divesting Defendants' compliance with its requirements to make Cell Sites and Retail Locations available to Acquiring Defendant, and Acquiring Defendant's progress toward using the Divestiture Assets and other company assets to operate a retail mobile wireless network.

C. Subject to Paragraph XII(E) of this Final Judgment, the Monitoring Trustee may hire at the cost and expense of Divesting Defendants any agents, investment bankers, attorneys, accountants, or consultants, who will be solely accountable to the Monitoring Trustee,

reasonably necessary in the Monitoring Trustee's judgment. Any such agents or consultants shall serve on such terms and conditions as the United States approves, including confidentiality requirements and conflict of interest certifications.

D. Defendants shall not object to actions taken by the Monitoring Trustee in fulfillment of the Monitoring Trustee's responsibilities under any Order of the Court on any ground other than the Monitoring Trustee's malfeasance. Any such objections by Defendants must be conveyed in writing to the United States and the Monitoring Trustee within ten (10) calendar days after the action taken by the Monitoring Trustee giving rise to Defendants' objection.

E. The Monitoring Trustee shall serve at the cost and expense of Divesting Defendants pursuant to a written agreement with Divesting Defendants and on such terms and conditions as the United States approves, including confidentiality requirements and conflict of interest certifications. The compensation of the Monitoring Trustee and any agents or consultants retained by the Monitoring Trustee shall be on reasonable and customary terms commensurate with the individuals' experience and responsibilities. If the Monitoring Trustee and Divesting Defendants are unable to reach agreement on the Monitoring Trustee's or any agents' or consultants' compensation or other terms and conditions of engagement within fourteen (14) calendar days of the appointment of the Monitoring Trustee, the United States may, in its sole discretion, take appropriate action, including making a recommendation to the Court. The Monitoring Trustee shall, within three (3) business days of hiring any agents or consultants, provide written notice of such hiring and the rate of compensation to Divesting Defendants and the United States.

F. The Monitoring Trustee shall have no responsibility or obligation for the operation of Defendants' businesses.

G. Defendants shall use their best efforts to assist the Monitoring Trustee in monitoring Defendants' compliance with their individual obligations under this Final Judgment and under the Stipulation and Order. The Monitoring Trustee and any agents or consultants retained by the Monitoring Trustee shall have full and complete access to the personnel, books, records, and facilities relating to compliance with this Final Judgment, subject to reasonable protection for trade secrets; other confidential research, development, or commercial information; or any applicable privileges. Defendants shall take no action to interfere with or to impede the Monitoring Trustee's accomplishment of its responsibilities.

H. After its appointment, the Monitoring Trustee shall file reports monthly, or more frequently as needed, with the United States setting forth Defendants' efforts to comply with Defendants' obligations under this Final Judgment and under the Stipulation and Order. To the extent such reports contain information that the Monitoring Trustee deems confidential, such reports will not be filed in the public docket of the Court.

I. The Monitoring Trustee shall serve until the divestiture of all the Divestiture Assets is finalized pursuant to this Final Judgment, until the buildout requirements are complete pursuant to Section VIII of this Final Judgment, until any Full MVNO Agreement expires or otherwise terminates, or until the term of any transition services agreement pursuant to Paragraph IV(A)(4) of this Final Judgment has expired, whichever is later.

J. If the United States determines that the Monitoring Trustee has ceased to act or failed to act diligently or in a reasonably cost-effective manner, it may recommend that the Court appoint a substitute Monitoring Trustee.

XIII. FIREWALL

A. During the term of this Final Judgment, the Divesting Defendants and Acquiring Defendant shall implement and maintain reasonable procedures to prevent competitively sensitive information from being disclosed by or through implementation and execution of the obligations in this agreement or any associated agreements to components or individuals within the respective companies involved in the marketing, distribution, or sale of competing products.

B. Divesting Defendants and Acquiring Defendant each shall, within thirty (30) business days of the entry of the Stipulation and Order, submit to the United States, the Plaintiff States, and the Monitoring Trustee a document setting forth in detail the procedures implemented to effect compliance with this Section. Upon receipt of the document, the United States shall inform Divesting Defendants and Acquiring Defendant within thirty (30) business days whether, in its sole discretion, it approves of or rejects each party's compliance plan. In the event that Divesting Defendants' or Acquiring Defendant's compliance plan is rejected, the United States shall provide Divesting Defendants or Acquiring Defendant, as applicable, the reasons for the rejection. Divesting Defendants or Acquiring Defendant, as applicable, shall be given the opportunity to submit, within ten (10) business days of receiving a notice of rejection, a revised compliance plan. If Divesting Defendants or Acquiring Defendant cannot agree with the United States on a compliance plan, the United States shall have the right to request that this Court rule

on whether Divesting Defendants' or Acquiring Defendant's proposed compliance plan fulfills the requirements of this Section.

C. Divesting Defendants and Acquiring Defendant shall:

1. furnish a copy of this Final Judgment and related Competitive Impact Statement within sixty (60) calendar days of entry of the Stipulation and Order to (a) each officer, director, and any other employee that will receive competitively sensitive information; and (b) each officer, director, and any other employee that is involved in (i) any contacts with the other companies that are parties to any transition services agreement contemplated by this Final Judgment, or (ii) making decisions under any transition services agreement entered into pursuant to this Final Judgment;

2. furnish a copy of this Final Judgment and related Competitive Impact Statement to any successor to a person designated in Paragraph XIII(C)(1) upon assuming that position;

3. annually brief each person designated in Paragraph XIII(C)(1) and Paragraph XIII(C)(2) on the meaning and requirements of this Final Judgment and the antitrust laws; and

4. obtain from each person designated in Paragraph XI(C)(1) and Paragraph XI(C)(2), within thirty (30) calendar days of that person's receipt of the Final Judgment, a certification that he or she (a) has read and, to the best of his or her ability, understands and agrees to abide by the terms of this Final Judgment; (b) is not aware of any violation of the Final Judgment that has not been reported to the company; and (c) understands that any person's failure to comply with this Final Judgment may result in an enforcement

action for contempt of court against each Defendant or any person who violates this Final Judgment.

XIV. COMPLIANCE INSPECTION

A. For the purposes of determining or securing compliance with this Final Judgment, or of any related orders such as any Stipulation and Order, or of determining whether the Final Judgment should be modified or vacated, and subject to any legally-recognized privilege, from time to time authorized representatives of the United States, including agents and consultants retained by the United States, shall, upon written request of an authorized representative of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to Defendants, be permitted:

1. access during Defendants' office hours to inspect and copy, or at the option of the United States, to require Defendants to provide electronic copies of all books, ledgers, accounts, records, data, and documents in the possession, custody, or control of Defendants, relating to any matters contained in this Final Judgment; and

2. to interview, either informally or on the record, Defendants' officers, employees, or agents, who may have their individual counsel present, regarding such matters. The interviews will be subject to the reasonable convenience of the interviewee and without restraint or interference by Defendants.

B. Upon the written request of an authorized representative of the Assistant Attorney General in charge of the Antitrust Division, Defendants shall submit written reports or response to written interrogatories, under oath if requested, relating to any of the matters contained in this Final Judgment as may be requested.

C. No information or documents obtained by the means provided in this Section will be divulged by the United States to any person other than an authorized representative of the executive branch of the United States, except in the course of legal proceedings to which the United States is a party (including grand jury proceedings), for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. If at the time that Defendants furnish information or documents to the United States, Defendants represent and identify in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure, and Defendants mark each pertinent page of such material, “Subject to claim of protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure,” then the United States shall give Defendants ten (10) calendar days’ notice prior to divulging such material in any legal proceeding (other than a grand jury proceeding).

XV. NO REACQUISITION OR SALE TO COMPETITOR

A. Divesting Defendants and Parent Defendants shall not reacquire any part of the Divestiture Assets during the term of this Final Judgment.

B. Divesting Defendants and Parent Defendants shall not acquire any other assets that are substantially similar to the Divestiture Assets from the Acquiring Defendant during the terms of this Final Judgment.

C. Acquiring Defendant shall not sell, lease, or otherwise provide the right to use the Divestiture Assets (including, but not limited to, selling wholesale wireless network capacity) to any national facilities-based mobile wireless provider during the term of this Final Judgment, except for a roaming arrangement, without prior approval of the United States; provided,

however, that following the divestiture of the 800 MHz Spectrum Licenses, the Divesting Defendants will be permitted to lease back from the Acquiring Defendant up to 4 MHz of spectrum as needed for up to two (2) years following the divestiture of the 800 MHz Spectrum Licenses.

XVI. NOTIFICATIONS

A. Acquiring Defendant shall notify the United States at least thirty (30) calendar days prior to any change in the corporation(s) that may affect compliance obligations arising under this Final Judgment, including, but not limited to: a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Final Judgment; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. Provided, however, that, with respect to any proposed change in the corporation(s) about which Acquiring Defendant learns fewer than thirty (30) calendar days prior to the date such action is to take place, Acquiring Defendant shall notify the United States as soon as is practicable after obtaining such knowledge.

B. For transactions that are not subject to the reporting and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. § 18a (the “HSR Act”), Divesting Defendants shall not, without providing advanced notification to the United States, directly or indirectly acquire a financial interest, including through securities, loan, equity, or management interest, in any company that competes for the provision of mobile wireless retail services. Acquiring Defendant shall not sell any of the

Divestiture Assets or any currently held substantially similar assets, directly or indirectly, without providing advance notification to the United States.

C. Such notification will be provided to the United States in the same format as, and per the instructions relating to, the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended. Notification will be provided at least thirty (30) calendar days prior to acquiring any such interest, and will include, beyond what may be required by the applicable instructions, the names of the principal representatives of the parties to the agreement who negotiated the agreement, and any management or strategic plans discussing the proposed transaction. If within thirty (30) calendar days after notification, the United States makes a written request for additional information, Defendants shall not consummate the proposed transaction or agreement until thirty (30) calendar days after submitting and certifying, in the manner described in Part 803 of Title 16 of the Code of Federal Regulations as amended, the truth, correctness, and completeness of all such additional information. Early termination of the waiting periods in this paragraph may be requested and, where appropriate, granted in the same manner as is applicable under the requirements and provisions of the HSR Act and rules promulgated thereunder. This Section will be broadly construed and any ambiguity or uncertainty regarding the filing of notice under this Section will be resolved in favor of filing notice. Defendants may, however, provide informal notice and request that the United States waive the requirement of formal notice for any transaction.

D. Defendants represent and warrant to the United States that they have disclosed all agreements between Acquiring Defendant and either Divesting Defendants or Parent Defendants

related to the settlement of this action and their obligations and commitments put forth in this Final Judgment. Defendants will provide thirty (30) days written notice to the United States of any intent to enter into or execute any amendment, supplement, or modification to any of the agreements between Divesting Defendants or Parent Defendants and Acquiring Defendant. Notwithstanding any provision to the contrary in the agreements between Divesting Defendants or Parent Defendants and Acquiring Defendant, Divesting Defendants or Parent Defendants may not amend, supplement, terminate, or modify any of the agreements or any portion thereof without obtaining the consent of the United States in its sole discretion. The United States will not withhold consent to amendment, supplementation, modification, or termination of any of the agreements or portion thereof if Divesting Defendants demonstrate to the United States, in its sole discretion, that a refusal to amend, supplement, modify, or terminate the agreements would prevent Divesting Defendants from meeting any build out requirements imposed by the FCC.

XVII. RETENTION OF JURISDICTION

The Court retains jurisdiction to enable any party to this Final Judgment to apply to the Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify any of its provisions, to enforce compliance, and to punish violations of its provisions.

XVIII. ENFORCEMENT OF FINAL JUDGMENT

A. The United States retains and reserves all rights to enforce the provisions of this Final Judgment, including the right to seek an order of contempt from the Court. Defendants agree that in any civil contempt action, any motion to show cause, or any similar action brought by the United States regarding an alleged violation of this Final Judgment, the United States may

establish a violation of the decree and the appropriateness of any remedy therefore by a preponderance of the evidence, and Defendants waive any argument that a different standard of proof should apply.

B. The Final Judgment should be interpreted to give full effect to the procompetitive purposes of the antitrust laws and to restore all competition harmed by the challenged conduct. Defendants agree that they may be held in contempt of, and that the Court may enforce, any provision of this Final Judgment that, as interpreted by the Court in light of these procompetitive principles and applying ordinary tools of interpretation, is stated specifically and in reasonable detail, whether or not it is clear and unambiguous on its face. In any such interpretation, the terms of this Final Judgment should not be construed against either party as the drafter.

C. In any enforcement proceeding in which the Court finds that Defendants have violated this Final Judgment, the United States may apply to the Court for a one-time extension of this Final Judgment, together with such other relief as may be appropriate. In connection with any successful effort by the United States to enforce this Final Judgment against a Defendant, whether litigated or resolved prior to litigation, that Defendant agrees to reimburse the United States for the fees and expenses of its attorneys, as well as any other costs including experts' fees, incurred in connection with that enforcement effort, including in the investigation of the potential violation.

D. For a period of four (4) years after the expiration or termination of the Final Judgment pursuant to Section XIX, if the United States has evidence that a Defendant violated this Final Judgment before it expired or was terminated, the United States may file an action against that Defendant in this Court requiring that the Court order (i) Defendant to comply with

the terms of this Final Judgment for an additional term of at least four (4) years following the filing of the enforcement action under this Section, (ii) any appropriate contempt remedies, (iii) any additional relief needed to ensure that Defendant complies with the terms of the Final Judgment, and (iv) fees or expenses as called for in Paragraph XVIII(C).

XIX. EXPIRATION OF FINAL JUDGMENT

Unless the Court grants an extension, this Final Judgment expires seven (7) years from the date of its entry, except that after five (5) years from the date of its entry, this Final Judgment may be terminated upon notice by the United States to the Court and Defendants that the divestitures, buildouts and other requirements have been completed and that the continuation of the Final Judgment no longer is necessary or in the public interest.

XX. PUBLIC INTEREST DETERMINATION

Entry of this Final Judgment is in the public interest. The parties have complied with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16, including making copies available to the public of this Final Judgment, the Competitive Impact Statement, any comments thereon, and the United States' responses to comments. Based upon the record before the Court, which includes the Competitive Impact Statement and any comments and responses to comments filed with the Court, entry of this Final Judgment is in the public interest.

Date: _____

[Court approval subject to procedures of Antitrust Procedures and Penalties Act, 15 U.S.C. § 16]

United States District Judge

DISH Network/ParkerB.Com L.L.C. 600 MHz Licenses (sorted by call sign)

<u>Call Sign</u>	<u>PEA Number</u>	<u>Municipality</u>	<u>State</u>
WQZM232	PEA 026	Las Vegas	NV
WQZM233	PEA 026	Las Vegas	NV
WQZM234	PEA 362	Payette	ID
WQZM235	PEA 148	Bellingham	WA
WQZM236	PEA 195	Lewiston	ID
WQZM237	PEA 237	Hinesville	GA
WQZM238	PEA 215	Hickory	NC
WQZM239	PEA 410	Valentine	NE
WQZM240	PEA 254	Merrill	WI
WQZM241	PEA 185	Marquette	MI
WQZM242	PEA 137	Eau Claire	WI
WQZM243	PEA 074	Chattanooga	TN
WQZM244	PEA 009	Miami	FL
WQZM245	PEA 009	Miami	FL
WQZM246	PEA 009	Miami	FL
WQZM247	PEA 335	Natchitoches	LA
WQZM248	PEA 404	Kanab	UT
WQZM249	PEA 285	Gallup	NM
WQZM250	PEA 392	Maryville	MO
WQZM251	PEA 412	Puerto Rico	PR
WQZM252	PEA 412	Puerto Rico	PR
WQZM253	PEA 038	Milwaukee	WI
WQZM254	PEA 386	Barnwell	SC
WQZM255	PEA 029	Jacksonville	FL
WQZM256	PEA 382	Riverton	WY
WQZM257	PEA 343	Pecos	TX
WQZM258	PEA 261	Fargo	ND
WQZM259	PEA 226	Lima	OH
WQZM260	PEA 336	Grand Forks	ND
WQZM261	PEA 390	Snyder	TX
WQZM262	PEA 408	Ballinger	TX
WQZM263	PEA 363	Big Spring	TX
WQZM264	PEA 402	Brady	TX
WQZM265	PEA 288	Abilene	TX
WQZM266	PEA 320	San Angelo	TX
WQZM267	PEA 247	Nampa	ID
WQZM268	PEA 156	Boise City	ID
WQZM269	PEA 046	Little Rock	AR
WQZM270	PEA 046	Little Rock	AR

<u>Call Sign</u>	<u>PEA Number</u>	<u>Municipality</u>	<u>State</u>
WQZM271	PEA 297	Pendleton	OR
WQZM272	PEA 206	Wenatchee	WA
WQZM273	PEA 119	Yakima	WA
WQZM274	PEA 107	Bangor	ME
WQZM275	PEA 127	Evansville	IN
WQZM276	PEA 323	Socorro	NM
WQZM277	PEA 263	Santa Fe	NM
WQZM278	PEA 345	Newberry	SC
WQZM279	PEA 327	Orangeburg	SC
WQZM280	PEA 284	Greenwood	SC
WQZM281	PEA 332	Bennettsville	SC
WQZM282	PEA 188	Jamestown	NY
WQZM283	PEA 138	Burlington	VT
WQZM284	PEA 319	Albany	GA
WQZM285	PEA 371	Wytheville	VA
WQZM286	PEA 230	Lumberton	NC
WQZM287	PEA 291	Rockingham	NC
WQZM288	PEA 309	Elizabeth City	NC
WQZM289	PEA 228	Roanoke	VA
WQZM290	PEA 131	Sanford	NC
WQZM291	PEA 169	Goldsboro	NC
WQZM292	PEA 146	Wilmington	NC
WQZM293	PEA 305	Altus	OK
WQZM294	PEA 302	Enid	OK
WQZM295	PEA 251	Salina	KS
WQZM296	PEA 277	Hutchinson	KS
WQZM297	PEA 070	Eugene	OR
WQZM298	PEA 403	Lewistown	MT
WQZM299	PEA 334	Pampa	TX
WQZM300	PEA 411	Van Horn	TX
WQZM301	PEA 048	Harrisburg	PA
WQZM302	PEA 084	Mobile	AL
WQZM303	PEA 027	Salt Lake City	UT
WQZM304	PEA 027	Salt Lake City	UT
WQZM305	PEA 011	Atlanta	GA
WQZM306	PEA 011	Atlanta	GA
WQZM307	PEA 132	Corpus Christi	TX
WQZM308	PEA 409	Haskell	TX
WQZM309	PEA 400	Muleshoe	TX
WQZM310	PEA 401	Floydada	TX

<u>Call Sign</u>	<u>PEA Number</u>	<u>Municipality</u>	<u>State</u>
WQZM311	PEA 376	Hereford	TX
WQZM312	PEA 355	Casper	WY
WQZM313	PEA 346	Franklin	NC
WQZM314	PEA 233	Shelby	NC
WQZM315	PEA 208	Salisbury	NC
WQZM316	PEA 207	Brunswick	GA
WQZM317	PEA 008	Dallas	TX
WQZM318	PEA 008	Dallas	TX
WQZM319	PEA 004	San Francisco	CA
WQZM320	PEA 004	San Francisco	CA
WQZM321	PEA 004	San Francisco	CA
WQZM322	PEA 010	Houston	TX
WQZM323	PEA 416	Gulf of Mexico	N/A
WQZM324	PEA 416	Gulf of Mexico	N/A
WQZM325	PEA 396	Winterset	IA
WQZM326	PEA 370	Washington	IA
WQZM327	PEA 265	Winona	MN
WQZM328	PEA 354	New London	WI
WQZM329	PEA 253	Baraboo	WI
WQZM330	PEA 269	Racine	WI
WQZM331	PEA 268	Clinton	IA
WQZM332	PEA 218	Wausau	WI
WQZM333	PEA 294	Waterloo	IA
WQZM334	PEA 267	Sheboygan	WI
WQZM335	PEA 252	Sioux City	IA
WQZM336	PEA 209	Green Bay	WI
WQZM337	PEA 176	Ames	IA
WQZM338	PEA 163	Davenport	IA
WQZM339	PEA 225	La Crosse	WI
WQZM340	PEA 223	Dubuque	IA
WQZM341	PEA 179	Burlington	IA
WQZM342	PEA 155	Appleton	WI
WQZM343	PEA 182	Cedar Rapids	IA
WQZM344	PEA 122	Madison	WI
WQZM345	PEA 219	Mason City	IA
WQZM346	PEA 153	Fond du Lac	WI
WQZM347	PEA 159	Valdosta	GA
WQZM348	PEA 197	Wheeling	WV
WQZM349	PEA 121	Altoona	PA
WQZM350	PEA 194	State College	PA

<u>Call Sign</u>	<u>PEA Number</u>	<u>Municipality</u>	<u>State</u>
WQZM351	PEA 387	Wahpeton	ND
WQZM352	PEA 270	Ottawa	IL
WQZM353	PEA 118	Richmond	IN
WQZM354	PEA 143	Keene	NH
WQZM355	PEA 407	Salmon	ID
WQZM356	PEA 324	Honesdale	PA
WQZM357	PEA 136	Williamsport	PA
WQZM358	PEA 241	Dublin	GA
WQZM359	PEA 298	Fairbanks	AK
WQZM360	PEA 298	Fairbanks	AK
WQZM361	PEA 298	Fairbanks	AK
WQZM362	PEA 264	Kodiak	AK
WQZM363	PEA 264	Kodiak	AK
WQZM364	PEA 264	Kodiak	AK
WQZM365	PEA 406	Anamosa	IA
WQZM366	PEA 322	Minot	ND
WQZM367	PEA 318	Thief River Falls	MN
WQZM368	PEA 274	Twin Falls	ID
WQZM369	PEA 187	Pocatello	ID
WQZM370	PEA 279	Logan	UT
WQZM371	PEA 158	Helena	MT
WQZM372	PEA 068	Grand Rapids	MI
WQZM373	PEA 056	Kalamazoo	MI
WQZM374	PEA 061	Toledo	OH
WQZM375	PEA 315	Sheridan	WY
WQZM376	PEA 348	Aberdeen	SD
WQZM377	PEA 129	Springfield	IL
WQZM378	PEA 256	Lynchburg	VA
WQZM379	PEA 256	Lynchburg	VA
WQZM380	PEA 378	Waynesboro	GA
WQZM381	PEA 378	Waynesboro	GA
WQZM382	PEA 147	Salisbury	MD
WQZM383	PEA 147	Salisbury	MD
WQZM384	PEA 260	Alpena	MI
WQZM385	PEA 203	Traverse City	MI
WQZM386	PEA 338	Durango	CO
WQZM387	PEA 178	Sedalia	MO
WQZM388	PEA 178	Sedalia	MO
WQZM389	PEA 101	Wichita	KS
WQZM390	PEA 073	El Paso	TX

<u>Call Sign</u>	<u>PEA Number</u>	<u>Municipality</u>	<u>State</u>
WQZM391	PEA 031	Indianapolis	IN
WQZM392	PEA 031	Indianapolis	IN
WQZM393	PEA 022	Sacramento	CA
WQZM394	PEA 022	Sacramento	CA
WQZM395	PEA 398	South Sioux City	NE
WQZM396	PEA 075	Albuquerque	NM
WQZM397	PEA 414	US Virgin Islands	USVI
WQZM398	PEA 001	New York	NY
WQZM399	PEA 001	New York	NY
WQZM400	PEA 001	New York	NY
WQZM401	PEA 001	New York	NY
WQZM402	PEA 357	Espanola	NM
WQZM403	PEA 180	Flagstaff	AZ
WQZM404	PEA 308	Americus	GA
WQZM405	PEA 262	Hilton Head Island	SC
WQZM406	PEA 128	Macon	GA
WQZM407	PEA 151	Winston-Salem	NC
WQZM408	PEA 384	Manchester	IA
WQZM409	PEA 042	Honolulu	HI
WQZM410	PEA 042	Honolulu	HI
WQZM411	PEA 032	Nashville	TN
WQZM412	PEA 032	Nashville	TN
WQZM413	PEA 340	Clovis	NM
WQZM414	PEA 259	Roswell	NM
WQZM415	PEA 211	Ardmore	OK
WQZM416	PEA 266	Lenoir	NC
WQZM417	PEA 018	San Diego	CA
WQZM418	PEA 018	San Diego	CA
WQZM419	PEA 286	Sioux Falls	SD
WQZM420	PEA 289	Price	UT
WQZM421	PEA 047	Brownsville	TX
WQZM422	PEA 053	Tucson	AZ
WQZM423	PEA 017	Minneapolis-St. Paul	MN
WQZM424	PEA 017	Minneapolis-St. Paul	MN
WQZM425	PEA 016	Seattle	WA
WQZM426	PEA 016	Seattle	WA
WQZM427	PEA 006	Philadelphia	PA
WQZM428	PEA 006	Philadelphia	PA
WQZM429	PEA 005	Baltimore-Washington	MD/DC
WQZM430	PEA 005	Baltimore-Washington	MD/DC

<u>Call Sign</u>	<u>PEA Number</u>	<u>Municipality</u>	<u>State</u>
WQZM431	PEA 280	Garden City	KS
WQZM432	PEA 339	Scottsbluff	NE
WQZM433	PEA 331	Plainview	TX
WQZM434	PEA 276	Rapid City	SD
WQZM435	PEA 383	Creston	IA
WQZM436	PEA 036	New Orleans	LA
WQZM437	PEA 040	Birmingham	AL
WQZM438	PEA 040	Birmingham	AL
WQZM439	PEA 248	Sumter	SC
WQZM440	PEA 134	Newark	OH
WQZM441	PEA 141	Brainerd	MN
WQZM442	PEA 051	Louisville	KY
WQZM443	PEA 051	Louisville	KY
WQZM444	PEA 342	Mitchell	SD
WQZM445	PEA 044	Rochester	NY
WQZM446	PEA 044	Rochester	NY
WQZM447	PEA 060	Manchester	NH
WQZM448	PEA 060	Manchester	NH
WQZM449	PEA 069	Springfield	MA
WQZM450	PEA 391	Ontario	OR
WQZM451	PEA 379	Sault Ste. Marie	MI
WQZM452	PEA 380	Escanaba	MI
WQZM453	PEA 395	Jamestown	ND
WQZM454	PEA 072	Tallahassee	FL
WQZM455	PEA 067	Sarasota	FL
WQZM456	PEA 065	Cape Coral	FL
WQZM457	PEA 002	Los Angeles	CA
WQZM458	PEA 002	Los Angeles	CA
WQZM459	PEA 258	Cullman	AL
WQZM460	PEA 170	Dothan	AL
WQZM461	PEA 139	Hot Springs	AR
WQZM462	PEA 034	Fresno	CA
WQZM463	PEA 034	Fresno	CA
WQZM464	PEA 023	Pittsburgh	PA
WQZM465	PEA 023	Pittsburgh	PA
WQZM466	PEA 019	Portland	OR
WQZM467	PEA 019	Portland	OR
WQZM468	PEA 013	Orlando	FL
WQZM469	PEA 013	Orlando	FL
WQZM470	PEA 204	Owensboro	KY

<u>Call Sign</u>	<u>PEA Number</u>	<u>Municipality</u>	<u>State</u>
WQZM471	PEA 234	Lexington	NC
WQZM472	PEA 003	Chicago	IL
WQZM473	PEA 292	Pueblo	CO
WQZM474	PEA 304	Mount Airy	NC
WQZM475	PEA 076	Reno	NV
WQZM476	PEA 105	Augusta	GA
WQZM477	PEA 117	La Grange	GA
WQZM478	PEA 071	Knoxville	TN
WQZM479	PEA 394	Martin	SD
WQZM480	PEA 351	Dickinson	ND
WQZM481	PEA 162	Elizabethtown	KY
WQZM482	PEA 081	Saginaw	MI
WQZM483	PEA 081	Saginaw	MI
WQZM484	PEA 326	Fergus Falls	MN
WQZM485	PEA 112	Bowling Green	KY
WQZM486	PEA 077	Portland	ME
WQZM487	PEA 287	Kenosha	WI
WQZM488	PEA 224	De Kalb	IL
WQZM489	PEA 186	Rock Hill	SC
WQZM490	PEA 193	Saint Joseph	MO
WQZM491	PEA 193	Saint Joseph	MO
WQZM492	PEA 250	Las Cruces	NM
WQZM493	PEA 066	Lansing	MI
WQZM494	PEA 066	Lansing	MI
WQZM495	PEA 333	Sidney	OH
WQZM496	PEA 321	Batesville	IN
WQZM497	PEA 123	Mansfield	OH
WQZM498	PEA 368	Concordia	KS
WQZM499	PEA 296	Pottsville	PA
WQZM500	PEA 290	Watertown	SD
WQZM501	PEA 290	Watertown	SD
WQZM502	PEA 037	Columbus	OH
WQZM503	PEA 037	Columbus	OH
WQZM504	PEA 361	Richfield	UT
WQZM505	PEA 303	Great Falls	MT
WQZM506	PEA 140	Fredericksburg	VA
WQZM507	PEA 140	Fredericksburg	VA
WQZM508	PEA 063	Tulsa	OK
WQZM509	PEA 413	Guam	Guam
WQZM510	PEA 102	Grand Junction	CO

<u>Call Sign</u>	<u>PEA Number</u>	<u>Municipality</u>	<u>State</u>
WQZM511	PEA 316	Rock Springs	WY
WQZM512	PEA 366	Pullman	WA
WQZM513	PEA 366	Pullman	WA
WQZM514	PEA 353	Watseka	IL
WQZM515	PEA 113	Erie	PA
WQZM516	PEA 092	Decatur	IL
WQZM517	PEA 083	Fort Wayne	IN
WQZM518	PEA 064	South Bend	IN
WQZM519	PEA 058	Bloomington	IN
WQZM520	PEA 089	Columbia	SC
WQZM521	PEA 015	Phoenix	AZ
WQZM522	PEA 015	Phoenix	AZ
WQZM523	PEA 347	New Roads	LA
WQZM524	PEA 350	Forrest City	AR
WQZM525	PEA 293	Lawrenceburg	TN
WQZM526	PEA 310	Farmington	MO
WQZM527	PEA 196	Cape Girardeau	MO
WQZM528	PEA 145	Columbia	TN
WQZM529	PEA 174	Springfield	MO
WQZM530	PEA 161	Carbondale	IL
WQZM531	PEA 125	Alton	IL
WQZM532	PEA 273	Bloomington	IL
WQZM533	PEA 329	Kingsville	TX
WQZM534	PEA 385	Hannibal	MO
WQZM535	PEA 255	Greenville	MS
WQZM536	PEA 149	Biloxi	MS
WQZM537	PEA 175	Southaven	MS
WQZM538	PEA 030	Kansas City	MO
WQZM539	PEA 030	Kansas City	MO
WQZM540	PEA 020	Denver	CO
WQZM541	PEA 020	Denver	CO
WQZM542	PEA 012	Detroit	MI
WQZM543	PEA 012	Detroit	MI
WQZM544	PEA 393	Macon	MO
WQZM545	PEA 367	Moberly	MO
WQZM546	PEA 098	Johnson City	TN
WQZM547	PEA 055	Huntsville	AL
WQZM548	PEA 399	Lampasas	TX
WQZM549	PEA 375	Deming	NM
WQZM550	PEA 352	Gonzales	TX

<u>Call Sign</u>	<u>PEA Number</u>	<u>Municipality</u>	<u>State</u>
WQZM551	PEA 358	Marble Falls	TX
WQZM552	PEA 337	Mineral Wells	TX
WQZM553	PEA 314	Jacksonville	TX
WQZM554	PEA 313	Lockhart	TX
WQZM555	PEA 275	Corsicana	TX
WQZM556	PEA 272	Brownwood	TX
WQZM557	PEA 221	Laredo	TX
WQZM558	PEA 201	Eagle Pass	TX
WQZM559	PEA 160	Victoria	TX
WQZM560	PEA 126	Casa Grande	AZ
WQZM561	PEA 133	Nacogdoches	TX
WQZM562	PEA 152	Tyler	TX
WQZM563	PEA 144	Paris	TX
WQZM564	PEA 096	Richmond	KY
WQZM565	PEA 021	Tampa	FL
WQZM566	PEA 021	Tampa	FL
WQZM567	PEA 110	Jackson	TN
WQZM568	PEA 243	Paducah	KY
WQZM569	PEA 078	Greensboro	NC
WQZM570	PEA 085	Charleston	SC
WQZM571	PEA 045	Raleigh	NC
WQZM572	PEA 093	Lafayette	LA
WQZM573	PEA 111	Fayetteville	AR
WQZM574	PEA 086	Frankfort	KY
WQZM575	PEA 082	Baton Rouge	LA
WQZM576	PEA 091	Colorado Springs	CO
WQZM577	PEA 090	Jackson	MS
WQZM578	PEA 397	Aliceville	AL
WQZM579	PEA 397	Aliceville	AL
WQZM580	PEA 108	Des Moines	IA
WQZM581	PEA 239	Kannapolis	NC
WQZM582	PEA 049	Albany	NY
WQZM583	PEA 041	Syracuse	NY
WQZM584	PEA 271	Elmira	NY
WQZM585	PEA 271	Elmira	NY
WQZM586	PEA 094	Waco	TX
WQZM587	PEA 330	Olney	IL
WQZM588	PEA 238	Florence	SC
WQZM589	PEA 154	Myrtle Beach	SC
WQZM590	PEA 389	McCook	NE

<u>Call Sign</u>	<u>PEA Number</u>	<u>Municipality</u>	<u>State</u>
WQZM591	PEA 171	Fort Smith	AR
WQZM592	PEA 062	Dayton	OH
WQZM593	PEA 282	Galesburg	IL
WQZM594	PEA 168	Peoria	IL
WQZM595	PEA 198	Jonesboro	AR
WQZM596	PEA 216	Joplin	MO
WQZM597	PEA 232	Topeka	KS
WQZM598	PEA 164	Montgomery	AL
WQZM599	PEA 245	West Plains	MO
WQZM600	PEA 299	Kirksville	MO
WQZM601	PEA 183	Columbia	MO
WQZM602	PEA 150	Rolla	MO
WQZM603	PEA 222	Morristown	TN
WQZM604	PEA 244	Manhattan	KS
WQZM605	PEA 079	Hattiesburg	MS
WQZM606	PEA 099	Tupelo	MS
WQZM607	PEA 415	American Samoa	N/A
WQZM608	PEA 415	American Samoa	N/A
WQZM609	PEA 312	Farmington	NM
WQZM610	PEA 033	Virginia Beach	VA
WQZM611	PEA 033	Virginia Beach	VA
WQZM612	PEA 039	Oklahoma City	OK
WQZM613	PEA 039	Oklahoma City	OK
WQZM614	PEA 025	Cincinnati	OH
WQZM615	PEA 025	Cincinnati	OH
WQZM616	PEA 035	Austin	TX
WQZM617	PEA 035	Austin	TX
WQZM618	PEA 014	Cleveland	OH
WQZM619	PEA 014	Cleveland	OH
WQZM620	PEA 142	Merced	CA
WQZM621	PEA 142	Merced	CA
WQZM622	PEA 157	Yuma	AZ
WQZM623	PEA 157	Yuma	AZ
WQZM624	PEA 088	Frederick	MD
WQZM625	PEA 088	Frederick	MD
WQZM626	PEA 028	San Antonio	TX
WQZM627	PEA 028	San Antonio	TX
WQZM628	PEA 181	Texarkana	TX
WQZM629	PEA 050	Greenville	SC
WQZM630	PEA 043	Charlotte	NC

<u>Call Sign</u>	<u>PEA Number</u>	<u>Municipality</u>	<u>State</u>
WQZM631	PEA 007	Boston	MA
WQZM632	PEA 007	Boston	MA
WQZM633	PEA 325	Bismarck	ND
WQZM634	PEA 388	Atlantic	IA
WQZM635	PEA 374	North Platte	NE
WQZM636	PEA 295	Stillwater	OK
WQZM637	PEA 306	Wichita Falls	TX
WQZM638	PEA 231	Fremont	NE
WQZM639	PEA 365	Vernon	TX
WQZM640	PEA 236	Grand Island	NE
WQZM641	PEA 281	Muskogee	OK
WQZM642	PEA 214	Lincoln	NE
WQZM643	PEA 278	Bartlesville	OK
WQZM644	PEA 114	Morgantown	WV
WQZM645	PEA 116	Rockford	IL
WQZM646	PEA 080	Omaha	NE
WQZM647	PEA 057	Richmond	VA
WQZM648	PEA 199	Dalton	GA
WQZM649	PEA 165	Rome	GA
WQZM650	PEA 054	Buffalo	NY
WQZM651	PEA 200	Danville	VA
WQZM652	PEA 240	Charlottesville	VA
WQZM653	PEA 167	Harrisonburg	VA
WQZM654	PEA 349	Marion	NC
WQZM655	PEA 205	Douglas City	CA
WQZM656	PEA 213	Bend	OR
WQZM657	PEA 364	Butte	MT
WQZM658	PEA 373	Walla Walla	WA
WQZM659	PEA 405	Jackson	WY
WQZM660	PEA 190	Bozeman	MT
WQZM661	PEA 369	Red Oak	IA
WQZM662	PEA 172	Duluth	MN
WQZM663	PEA 172	Duluth	MN
WQZM664	PEA 307	Yankton	SD
WQZM665	PEA 106	Zanesville	OH
WQZM666	PEA 097	Mankato	MN
WQZM667	PEA 052	Charleston	WV
WQZM668	PEA 059	Memphis	TN
WQZM669	PEA 377	Demopolis	AL
WQZM670	PEA 344	Clanton	AL

<u>Call Sign</u>	<u>PEA Number</u>	<u>Municipality</u>	<u>State</u>
WQZM671	PEA 300	Selma	AL
WQZM672	PEA 311	Trinidad	CO
WQZM673	PEA 372	Colby	KS
WQZM674	PEA 359	Sterling	CO
WQZM675	PEA 115	Asheville	NC
WQZM676	PEA 360	Juneau	AK
WQZM677	PEA 360	Juneau	AK
WQZM678	PEA 212	Anchorage	AK
WQZM679	PEA 212	Anchorage	AK
WQZM680	PEA 341	Alamogordo	NM
WQZM681	PEA 130	Spokane	WA
WQZM682	PEA 087	Pensacola	FL
WQZM683	PEA 166	Redding	CA
WQZM684	PEA 124	Olympia	WA
WQZM685	PEA 328	Winslow	AZ
WQZM686	PEA 109	Rocky Mount	NC
WQZM687	PEA 100	Greenville	NC
WQZM688	PEA 103	Winchester	VA
WQZM689	PEA 301	Rochester	MN
WQZM690	PEA 301	Rochester	MN
WQZM691	PEA 381	Del Rio	TX
WQZM692	PEA 095	Bluefield	WV
WQZM693	PEA 191	Petersburg	VA
WQZM694	PEA 177	Savannah	GA
WQZM695	PEA 024	Saint Louis	MO
WQZM696	PEA 024	Saint Louis	MO
WQZM697	PEA 184	Ruston	LA
WQZM698	PEA 246	Auburn	AL
WQZM699	PEA 192	Fayetteville	NC
WQZM700	PEA 173	Blacksburg	VA
WQZM701	PEA 202	Columbus	GA
WQZM702	PEA 249	Bryan	TX
WQZM703	PEA 356	Colville	WA
WQZM704	PEA 229	Saint George	UT
WQZM705	PEA 257	Cheyenne	WY
WQZM706	PEA 217	Lubbock	TX
WQZM707	PEA 189	Alexandria	LA
WQZM708	PEA 242	Lake Charles	LA
WQZM709	PEA 235	Amarillo	TX
WQZM710	PEA 220	Odessa	TX

<u>Call Sign</u>	<u>PEA Number</u>	<u>Municipality</u>	<u>State</u>
WQZM711	PEA 120	Shreveport	LA
WQZM712	PEA 135	Beaumont	TX
WQZM713	PEA 317	Beatrice	NE
WQZM714	PEA 283	Plattsburgh	NY
WQZM715	PEA 227	Watertown	NY
WQZM716	PEA 210	Binghamton	NY
WQZM717	PEA 104	Fort Collins	CO

800 MHz Economic Area License Holdings at end of Rebanding

Call Sign	Licensee	Radio		Channel	Market Name	Expiration	Frequency Range
		Service	EA Market				
		Code		Block		Date	
WPLM546	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA001	B	Bangor, ME	6/17/2028	817 - 818 / 862 - 863
WPLM547	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA001	X	Bangor, ME	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM549	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA002	B	Portland, ME	6/17/2028	817 - 818 / 862 - 863
WPLM550	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA002	X	Portland, ME	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM552	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA003	B	Boston-Worcester-Lawrence-Lowe	6/17/2028	817 - 818 / 862 - 863
WPQT200	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA003	B	Boston-Worcester-Lawrence-Lowe	6/17/2028	817 - 818 / 862 - 863
WPLM553	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA003	X	Boston-Worcester-Lawrence-Lowe	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT201	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA003	X	Boston-Worcester-Lawrence-Lowe	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM555	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA004	B	Burlington, VT-NY	6/17/2028	817 - 818 / 862 - 863
WPLM556	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA004	X	Burlington, VT-NY	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI277	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA005	B	Albany-Schenectady-Troy, NY	6/17/2028	817 - 818 / 862 - 863
WPOI278	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA005	X	Albany-Schenectady-Troy, NY	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI280	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA006	B	Syracuse, NY-PA	6/17/2028	817 - 818 / 862 - 863
WPOI281	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA006	X	Syracuse, NY-PA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM564	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA007	B	Rochester, NY-PA	6/17/2028	817 - 818 / 862 - 863
WPLM565	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA007	X	Rochester, NY-PA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM567	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA008	B	Buffalo-Niagara Falls, NY-PA	6/17/2028	817 - 818 / 862 - 863
WPLM568	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA008	X	Buffalo-Niagara Falls, NY-PA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM570	NEXTEL WEST CORP.	YC	BEA009	B	State College, PA	6/17/2028	817 - 818 / 862 - 863
WPLM571	NEXTEL WEST CORP.	YH	BEA009	X	State College, PA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM573	NEXTEL OF NEW YORK, INC.	YC	BEA010	B	New York-No. New Jer.-Long Isl	6/17/2028	817 - 818 / 862 - 863
WPOI316	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA010	B	New York-No. New Jer.-Long Isl	6/17/2028	817 - 818 / 862 - 863
WPQS997	NEXTEL WEST CORP.	YC	BEA010	B	New York-No. New Jer.-Long Isl	6/17/2028	817 - 818 / 862 - 863

WPVP595	NEXTEL WEST CORP.	YC	BEA010	B	New York-No. New Jer.-Long Isl	6/17/2028 817 - 818 / 862 - 863
WPLM574	NEXTEL OF NEW YORK, INC.	YH	BEA010	X	New York-No. New Jer.-Long Isl	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI317	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA010	X	New York-No. New Jer.-Long Isl	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS998	NEXTEL WEST CORP.	YH	BEA010	X	New York-No. New Jer.-Long Isl	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM576	NEXTEL WEST CORP.	YC	BEA011	B	Harrisburg-Lebanon-Carlisle, P	6/17/2028 817 - 818 / 862 - 863
WPOI283	NEXTEL WEST CORP.	YC	BEA011	B	Harrisburg-Lebanon-Carlisle, P	6/17/2028 817 - 818 / 862 - 863
WPLM577	NEXTEL WEST CORP.	YH	BEA011	X	Harrisburg-Lebanon-Carlisle, P	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI284	NEXTEL WEST CORP.	YH	BEA011	X	Harrisburg-Lebanon-Carlisle, P	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM579	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA012	B	Philadelphia-Wilmington-Atl. C	6/17/2028 817 - 818 / 862 - 863
WPOI319	NEXTEL WEST CORP.	YC	BEA012	B	Philadelphia-Wilmington-Atl. C	6/17/2028 817 - 818 / 862 - 863
WPLM580	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA012	X	Philadelphia-Wilmington-Atl. C	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI320	NEXTEL WEST CORP.	YH	BEA012	X	Philadelphia-Wilmington-Atl. C	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM582	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA013	B	Washington-Baltimore, DC-MD-VA	6/17/2028 817 - 818 / 862 - 863
WPOI322	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA013	B	Washington-Baltimore, DC-MD-VA	6/17/2028 817 - 818 / 862 - 863
WPQT203	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA013	B	Washington-Baltimore, DC-MD-VA	6/17/2028 817 - 818 / 862 - 863
WPLM583	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA013	X	Washington-Baltimore, DC-MD-VA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI323	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA013	X	Washington-Baltimore, DC-MD-VA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT204	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA013	X	Washington-Baltimore, DC-MD-VA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM585	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA014	B	Salisbury, MD-DE-VA	6/17/2028 817 - 818 / 862 - 863
WQHV920	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA014	B	Salisbury, MD-DE-VA	6/17/2028 817.0125 - 817.1125 / 862.0125 - 862.1125
WPLM586	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA014	X	Salisbury, MD-DE-VA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM588	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA015	B	Richmond-Petersburg, VA	6/17/2028 817.4 - 818 / 862.4 - 863
WPOI413	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA015	B	Richmond-Petersburg, VA	6/17/2028 817 - 818 / 862 - 863
WQHX606	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA015	B	Richmond-Petersburg, VA	6/17/2028 817 - 817.2 / 862 - 862.2
WQHX885	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA015	B	Richmond-Petersburg, VA	6/17/2028 817.2 - 817.4 / 862.2 - 862.4
WPLM589	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA015	X	Richmond-Petersburg, VA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI414	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA015	X	Richmond-Petersburg, VA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM591	NEXTEL WEST CORP.	YC	BEA016	B	Staunton, VA-WV	6/17/2028 817 - 818 / 862 - 863

WPOI325	NEXTEL WEST CORP.	YC	BEA016	B	Staunton, VA-WV	6/17/2028 817 - 818 / 862 - 863
WPLM592	NEXTEL WEST CORP.	YH	BEA016	X	Staunton, VA-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI326	NEXTEL WEST CORP.	YH	BEA016	X	Staunton, VA-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM594	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA017	B	Roanoke, VA-NC-WV	6/17/2028 817 - 818 / 862 - 863
WPQT206	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA017	B	Roanoke, VA-NC-WV	6/17/2028 817 - 818 / 862 - 863
WQHV921	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA017	B	Roanoke, VA-NC-WV	6/17/2028 817.0125 - 817.1125 / 862.0125 - 862.1125
WPLM595	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA017	X	Roanoke, VA-NC-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT235	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA017	X	Roanoke, VA-NC-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM597	Nextel South Corp.	YC	BEA018	B	Greensboro-Winston-Salem-High	6/17/2028 817 - 818 / 862 - 863
WPOI328	Nextel South Corp.	YC	BEA018	B	Greensboro-Winston-Salem-High	6/17/2028 817 - 818 / 862 - 863
WPVQ580	Nextel South Corp.	YC	BEA018	B	Greensboro-Winston-Salem-High	6/17/2028 817 - 818 / 862 - 863
WPVV599	Nextel South Corp.	YC	BEA018	B	Greensboro-Winston-Salem-High	6/17/2028 817 - 818 / 862 - 863
WPLM598	Nextel South Corp.	YH	BEA018	X	Greensboro-Winston-Salem-High	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI329	Nextel South Corp.	YH	BEA018	X	Greensboro-Winston-Salem-High	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPVQ581	Nextel South Corp.	YH	BEA018	X	Greensboro-Winston-Salem-High	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPVV600	Nextel South Corp.	YH	BEA018	X	Greensboro-Winston-Salem-High	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM600	Nextel South Corp.	YC	BEA019	B	Raleigh-Durham-Chapel Hill, NC	6/17/2028 817 - 818 / 862 - 863
WQHV922	Nextel South Corp.	YC	BEA019	B	Raleigh-Durham-Chapel Hill, NC	6/17/2028 817.6375 - 817.7375 / 862.6375 - 862.7375
WQHX597	Nextel South Corp.	YC	BEA019	B	Raleigh-Durham-Chapel Hill, NC	6/17/2028 817.0125 - 817.4875 / 862.0125 - 862.4875
WQHX600	Nextel South Corp.	YC	BEA019	B	Raleigh-Durham-Chapel Hill, NC	6/17/2028 817.5125 - 817.6125 / 862.5125 - 862.6125
WPLM601	Nextel South Corp.	YH	BEA019	X	Raleigh-Durham-Chapel Hill, NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM603	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA020	B	Norfolk-Virginia Beach-Newport	6/17/2028 817 - 818 / 862 - 863
WQHX607	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA020	B	Norfolk-Virginia Beach-Newport	6/17/2028 817.0125 - 817.3625 / 862.0125 - 862.3625
WQHX886	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA020	B	Norfolk-Virginia Beach-Newport	6/17/2028 817.3875 - 817.7375 / 862.3875 - 862.7375
WPLM604	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA020	X	Norfolk-Virginia Beach-Newport	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM606	Nextel South Corp.	YC	BEA021	B	Greenville, NC	6/17/2028 817 - 818 / 862 - 863
WQHV924	Nextel South Corp.	YC	BEA021	B	Greenville, NC	6/17/2028 817.6375 - 817.7375 / 862.6375 - 862.7375
WQHX595	Nextel South Corp.	YC	BEA021	B	Greenville, NC	6/17/2028 817.2625 - 817.4875 / 862.2625 - 862.4875
WQHX598	Nextel South Corp.	YC	BEA021	B	Greenville, NC	6/17/2028 817.0125 - 817.2375 / 862.0125 - 862.2375
WQHX602	Nextel South Corp.	YC	BEA021	B	Greenville, NC	6/17/2028 817.5125 - 817.6125 / 862.5125 - 862.6125
WPLM607	Nextel South Corp.	YH	BEA021	X	Greenville, NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM609	Nextel South Corp.	YC	BEA022	B	Fayetteville, NC	6/17/2028 817 - 818 / 862 - 863
WQHV925	Nextel South Corp.	YC	BEA022	B	Fayetteville, NC	6/17/2028 817.3875 - 817.4875 / 862.3875 - 862.4875
WQHX603	Nextel South Corp.	YC	BEA022	B	Fayetteville, NC	6/17/2028 817.2625 - 817.3625 / 862.2625 - 862.3625
WQHX887	Nextel South Corp.	YC	BEA022	B	Fayetteville, NC	6/17/2028 817.0125 - 817.2375 / 862.0125 - 862.2375
WPLM610	Nextel South Corp.	YH	BEA022	X	Fayetteville, NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM612	Nextel South Corp.	YC	BEA023	B	Charlotte-Gastonia-Rock Hill,	6/17/2028 817 - 818 / 862 - 863

WQHV928	Nextel South Corp.	YC	BEA023	B	Charlotte-Gastonia-Rock Hill,	6/17/2028	817.1375 - 817.2375 / 862.1375 - 862.2375
WQHX605	Nextel South Corp.	YC	BEA023	B	Charlotte-Gastonia-Rock Hill,	6/17/2028	817.0125 - 817.1125 / 862.0125 - 862.1125
WPLM613	Nextel South Corp.	YH	BEA023	X	Charlotte-Gastonia-Rock Hill,	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM615	Nextel South Corp.	YC	BEA024	B	Columbia, SC	6/17/2028	817 - 818 / 862 - 863
WQHV929	Nextel South Corp.	YC	BEA024	B	Columbia, SC	6/17/2028	817.0125 - 817.1125 / 862.0125 - 862.1125
WPLM616	Nextel South Corp.	YH	BEA024	X	Columbia, SC	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM618	Nextel South Corp.	YC	BEA025	B	Wilmington, NC-SC	6/17/2028	817 - 818 / 862 - 863
WQHV923	Nextel South Corp.	YC	BEA025	B	Wilmington, NC-SC	6/17/2028	817.5875 - 817.6875 / 862.5875 - 862.6875
WQHX596	Nextel South Corp.	YC	BEA025	B	Wilmington, NC-SC	6/17/2028	817.2375 - 817.4375 / 862.2375 - 862.4375
WQHX601	Nextel South Corp.	YC	BEA025	B	Wilmington, NC-SC	6/17/2028	817.4625 - 817.5625 / 862.4625 - 862.5625
WQHX888	Nextel South Corp.	YC	BEA025	B	Wilmington, NC-SC	6/17/2028	817.0125 - 817.2125 / 862.0125 - 862.2125
WPLM619	Nextel South Corp.	YH	BEA025	X	Wilmington, NC-SC	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM621	Nextel South Corp.	YC	BEA026	B	Charleston-North Charleston, S	6/17/2028	817 - 818 / 862 - 863
WQHV926	Nextel South Corp.	YC	BEA026	B	Charleston-North Charleston, S	6/17/2028	817.1375 - 817.2375 / 862.1375 - 862.2375
WQHX604	Nextel South Corp.	YC	BEA026	B	Charleston-North Charleston, S	6/17/2028	817.0125 - 817.1125 / 862.0125 - 862.1125
WPLM622	Nextel South Corp.	YH	BEA026	X	Charleston-North Charleston, S	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM624	Nextel South Corp.	YC	BEA027	B	Augusta-Aiken, GA-SC	6/17/2028	817.4 - 818 / 862.4 - 863
WPOK440	Nextel South Corp.	YC	BEA027	B	Augusta-Aiken, GA-SC	6/17/2028	817.4 - 818 / 862.4 - 863
WPLM625	Nextel South Corp.	YH	BEA027	X	Augusta-Aiken, GA-SC	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK441	Nextel South Corp.	YH	BEA027	X	Augusta-Aiken, GA-SC	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM627	Nextel South Corp.	YC	BEA028	B	Savannah, GA-SC	6/17/2028	817.4 - 818 / 862.4 - 863
WPOK444	Nextel South Corp.	YC	BEA028	B	Savannah, GA-SC	6/17/2028	817.4 - 818 / 862.4 - 863
WPLM628	Nextel South Corp.	YH	BEA028	X	Savannah, GA-SC	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK443	Nextel South Corp.	YH	BEA028	X	Savannah, GA-SC	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM630	Nextel South Corp.	YC	BEA029	B	Jacksonville, FL-GA	6/17/2028	817 - 818 / 862 - 863
WPOI331	Nextel South Corp.	YC	BEA029	B	Jacksonville, FL-GA	6/17/2028	817 - 818 / 862 - 863
WPLM631	Nextel South Corp.	YH	BEA029	X	Jacksonville, FL-GA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI332	Nextel South Corp.	YH	BEA029	X	Jacksonville, FL-GA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM633	Nextel South Corp.	YC	BEA030	B	Orlando, FL	6/17/2028	817 - 818 / 862 - 863
WPLM634	Nextel South Corp.	YH	BEA030	X	Orlando, FL	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM636	Nextel South Corp.	YC	BEA031	B	Miami-Fort Lauderdale, FL	6/17/2028	817 - 818 / 862 - 863
WPLM637	Nextel South Corp.	YH	BEA031	X	Miami-Fort Lauderdale, FL	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM639	Nextel South Corp.	YC	BEA032	B	Fort Myers-Cape Coral, FL	6/17/2028	817 - 818 / 862 - 863
WPLM640	Nextel South Corp.	YH	BEA032	X	Fort Myers-Cape Coral, FL	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM642	Nextel South Corp.	YC	BEA033	B	Sarasota-Bradenton, FL	6/17/2028	817 - 818 / 862 - 863
WPLM643	Nextel South Corp.	YH	BEA033	X	Sarasota-Bradenton, FL	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM645	Nextel South Corp.	YC	BEA034	B	Tampa-St. Petersburg-Clearwater	6/17/2028	817 - 818 / 862 - 863
WPLM646	Nextel South Corp.	YH	BEA034	X	Tampa-St. Petersburg-Clearwater	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM647	Nextel South Corp.	YC	BEA035	B	Tallahassee, FL-GA	6/17/2028	817.4 - 818 / 862.4 - 863
WPLM648	Nextel South Corp.	YH	BEA035	X	Tallahassee, FL-GA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR938	Nextel South Corp.	YH	BEA035	X	Tallahassee, FL-GA	3/21/2021	817.4 - 818 / 862.4 - 863
WPOI289	Nextel South Corp.	YC	BEA036	B	Dothan, AL-FL-GA	6/17/2028	817.4 - 818 / 862.4 - 863
WPOI290	Nextel South Corp.	YH	BEA036	X	Dothan, AL-FL-GA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR936	Nextel South Corp.	YH	BEA036	X	Dothan, AL-FL-GA	3/21/2021	817.4 - 818 / 862.4 - 863
WPLM652	Nextel South Corp.	YC	BEA037	B	Albany, GA	6/17/2028	817.4 - 818 / 862.4 - 863
WPLM653	Nextel South Corp.	YH	BEA037	X	Albany, GA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869

WPOK449	Nextel South Corp.	YC	BEA038	B	Macon, GA	6/17/2028 817.4 - 818 / 862.4 - 863
WPOK450	Nextel South Corp.	YH	BEA038	X	Macon, GA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK451	Nextel South Corp.	YC	BEA039	B	Columbus, GA-AL	6/17/2028 817.4 - 818 / 862.4 - 863
WPLM658	Nextel South Corp.	YH	BEA039	X	Columbus, GA-AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI376	Nextel South Corp.	YH	BEA039	X	Columbus, GA-AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK452	Nextel South Corp.	YH	BEA039	X	Columbus, GA-AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR937	Nextel South Corp.	YH	BEA039	X	Columbus, GA-AL	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM660	Nextel South Corp.	YC	BEA040	B	Atlanta, GA-AL-NC	6/17/2028 817.4 - 818 / 862.4 - 863
WPOK454	Nextel South Corp.	YC	BEA040	B	Atlanta, GA-AL-NC	6/17/2028 817.4 - 818 / 862.4 - 863
WPLM661	Nextel South Corp.	YH	BEA040	X	Atlanta, GA-AL-NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI335	Nextel South Corp.	YH	BEA040	X	Atlanta, GA-AL-NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK455	Nextel South Corp.	YH	BEA040	X	Atlanta, GA-AL-NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR939	Nextel South Corp.	YH	BEA040	X	Atlanta, GA-AL-NC	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM663	Nextel South Corp.	YC	BEA041	B	Greenville-Spartanburg-Anderso	6/17/2028 817 - 818 / 862 - 863
WPLM664	Nextel South Corp.	YH	BEA041	X	Greenville-Spartanburg-Anderso	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM666	Nextel South Corp.	YC	BEA042	B	Asheville, NC	6/17/2028 817 - 818 / 862 - 863
WPLM667	Nextel South Corp.	YH	BEA042	X	Asheville, NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM669	Nextel South Corp.	YC	BEA043	B	Chattanooga, TN-GA	6/17/2028 817.4 - 818 / 862.4 - 863
WPLM670	Nextel South Corp.	YH	BEA043	X	Chattanooga, TN-GA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM672	Nextel South Corp.	YC	BEA044	B	Knoxville, TN	6/17/2028 817 - 818 / 862 - 863
WPOI337	Nextel South Corp.	YC	BEA044	B	Knoxville, TN	6/17/2028 817 - 818 / 862 - 863
WPLM673	Nextel South Corp.	YH	BEA044	X	Knoxville, TN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI338	Nextel South Corp.	YH	BEA044	X	Knoxville, TN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM675	Nextel South Corp.	YC	BEA045	B	Johnson City-Kingsport-Bristol	6/17/2028 817 - 818 / 862 - 863
WPLM676	Nextel South Corp.	YH	BEA045	X	Johnson City-Kingsport-Bristol	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM678	Nextel South Corp.	YC	BEA046	B	Hickory-Morganton, NC-TN	6/17/2028 817 - 818 / 862 - 863
WPOI340	Nextel South Corp.	YC	BEA046	B	Hickory-Morganton, NC-TN	6/17/2028 817 - 818 / 862 - 863
WPLM679	Nextel South Corp.	YH	BEA046	X	Hickory-Morganton, NC-TN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI341	Nextel South Corp.	YH	BEA046	X	Hickory-Morganton, NC-TN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM681	NEXTEL WEST CORP.	YC	BEA047	B	Lexington, KY-TN-VA-WV	6/17/2028 817 - 818 / 862 - 863
WPOI378	NEXTEL WEST CORP.	YC	BEA047	B	Lexington, KY-TN-VA-WV	6/17/2028 817 - 818 / 862 - 863
WPLM682	NEXTEL WEST CORP.	YH	BEA047	X	Lexington, KY-TN-VA-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI379	NEXTEL WEST CORP.	YH	BEA047	X	Lexington, KY-TN-VA-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM684	NEXTEL WEST CORP.	YC	BEA048	B	Charleston, WV-KY-OH	6/17/2028 817 - 818 / 862 - 863
WPLM685	NEXTEL WEST CORP.	YH	BEA048	X	Charleston, WV-KY-OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM687	NEXTEL WEST CORP.	YC	BEA049	B	Cincinnati-Hamilton, OH-KY-IN	6/17/2028 817 - 818 / 862 - 863
WPQT236	NEXTEL WEST CORP.	YC	BEA049	B	Cincinnati-Hamilton, OH-KY-IN	6/17/2028 817 - 818 / 862 - 863
WPLM688	NEXTEL WEST CORP.	YH	BEA049	X	Cincinnati-Hamilton, OH-KY-IN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT237	NEXTEL WEST CORP.	YH	BEA049	X	Cincinnati-Hamilton, OH-KY-IN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM690	NEXTEL WEST CORP.	YC	BEA050	B	Dayton-Springfield, OH	6/17/2028 817 - 818 / 862 - 863
WPLM691	NEXTEL WEST CORP.	YH	BEA050	X	Dayton-Springfield, OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM693	NEXTEL WEST CORP.	YC	BEA051	B	Columbus, OH	6/17/2028 817 - 818 / 862 - 863
WPQS976	NEXTEL WEST CORP.	YC	BEA051	B	Columbus, OH	6/17/2028 817 - 818 / 862 - 863
WPLM694	NEXTEL WEST CORP.	YH	BEA051	X	Columbus, OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS977	NEXTEL WEST CORP.	YH	BEA051	X	Columbus, OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM696	NEXTEL WEST CORP.	YC	BEA052	B	Wheeling, WV-OH	6/17/2028 817 - 818 / 862 - 863

WPQS979	NEXTEL WEST CORP.	YC	BEA052	B	Wheeling, WV-OH	6/17/2028 817 - 818 / 862 - 863
WPLM697	NEXTEL WEST CORP.	YH	BEA052	X	Wheeling, WV-OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS980	NEXTEL WEST CORP.	YH	BEA052	X	Wheeling, WV-OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM699	NEXTEL WEST CORP.	YC	BEA053	B	Pittsburgh, PA-WV	6/17/2028 817 - 818 / 862 - 863
WPQS982	NEXTEL WEST CORP.	YC	BEA053	B	Pittsburgh, PA-WV	6/17/2028 817 - 818 / 862 - 863
WPLM700	NEXTEL WEST CORP.	YH	BEA053	X	Pittsburgh, PA-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS983	NEXTEL WEST CORP.	YH	BEA053	X	Pittsburgh, PA-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM702	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA054	B	Erie, PA	6/17/2028 817 - 818 / 862 - 863
WPOI381	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA054	B	Erie, PA	6/17/2028 817 - 818 / 862 - 863
WPLM703	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA054	X	Erie, PA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI382	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA054	X	Erie, PA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM705	NEXTEL WEST CORP.	YC	BEA055	B	Cleveland-Akron, OH-PA	6/17/2028 817 - 818 / 862 - 863
WPLM706	NEXTEL WEST CORP.	YH	BEA055	X	Cleveland-Akron, OH-PA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM708	NEXTEL WEST CORP.	YC	BEA056	B	Toledo, OH	6/17/2028 817 - 818 / 862 - 863
WPLM709	NEXTEL WEST CORP.	YH	BEA056	X	Toledo, OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM711	NEXTEL WEST CORP.	YC	BEA057	B	Detroit-Ann Arbor-Flint, MI	6/17/2028 817 - 818 / 862 - 863
WPLM712	NEXTEL WEST CORP.	YH	BEA057	X	Detroit-Ann Arbor-Flint, MI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM714	NEXTEL WEST CORP.	YC	BEA058	B	Northern Michigan, MI	6/17/2028 817 - 818 / 862 - 863
WPLM715	NEXTEL WEST CORP.	YH	BEA058	X	Northern Michigan, MI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM717	NEXTEL WEST CORP.	YC	BEA059	B	Green Bay, WI-MI	6/17/2028 817 - 818 / 862 - 863
WPOI384	NEXTEL WEST CORP.	YC	BEA059	B	Green Bay, WI-MI	6/17/2028 817 - 818 / 862 - 863
WPVP602	NEXTEL WEST CORP.	YC	BEA059	B	Green Bay, WI-MI	6/17/2028 817 - 818 / 862 - 863
WPLM718	NEXTEL WEST CORP.	YH	BEA059	X	Green Bay, WI-MI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI385	NEXTEL WEST CORP.	YH	BEA059	X	Green Bay, WI-MI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM720	NEXTEL WEST CORP.	YC	BEA060	B	Appleton-Oshkosh-Neenah, WI	6/17/2028 817 - 818 / 862 - 863
WPLM721	NEXTEL WEST CORP.	YH	BEA060	X	Appleton-Oshkosh-Neenah, WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM723	NEXTEL WEST CORP.	YC	BEA061	B	Traverse City, MI	6/17/2028 817 - 818 / 862 - 863
WPLM724	NEXTEL WEST CORP.	YH	BEA061	X	Traverse City, MI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM726	NEXTEL WEST CORP.	YC	BEA062	B	Grand Rapids-Muskegon-Holland,	6/17/2028 817 - 818 / 862 - 863
WPLM727	NEXTEL WEST CORP.	YH	BEA062	X	Grand Rapids-Muskegon-Holland,	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM729	NEXTEL WEST CORP.	YC	BEA063	B	Milwaukee-Racine, WI	6/17/2028 817 - 818 / 862 - 863
WPOI343	NEXTEL WEST CORP.	YC	BEA063	B	Milwaukee-Racine, WI	6/17/2028 817 - 818 / 862 - 863
WPLM730	NEXTEL WEST CORP.	YH	BEA063	X	Milwaukee-Racine, WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI344	NEXTEL WEST CORP.	YH	BEA063	X	Milwaukee-Racine, WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM732	NEXTEL WEST CORP.	YC	BEA064	B	Chicago-Gary-Kenosha, IL-IN-WI	6/17/2028 817 - 818 / 862 - 863
WPOI346	NEXTEL WEST CORP.	YC	BEA064	B	Chicago-Gary-Kenosha, IL-IN-WI	6/17/2028 817 - 818 / 862 - 863
WPLM733	NEXTEL WEST CORP.	YH	BEA064	X	Chicago-Gary-Kenosha, IL-IN-WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI347	NEXTEL WEST CORP.	YH	BEA064	X	Chicago-Gary-Kenosha, IL-IN-WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM735	NEXTEL WEST CORP.	YC	BEA065	B	Elkhart-Goshen, IN-MI	6/17/2028 817 - 818 / 862 - 863
WPLM736	NEXTEL WEST CORP.	YH	BEA065	X	Elkhart-Goshen, IN-MI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM738	NEXTEL WEST CORP.	YC	BEA066	B	Fort Wayne, IN	6/17/2028 817 - 818 / 862 - 863
WPLM739	NEXTEL WEST CORP.	YH	BEA066	X	Fort Wayne, IN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869

WPLM741	NEXTEL WEST CORP.	YC	BEA067	B	Indianapolis, IN-IL	6/17/2028 817 - 818 / 862 - 863
WPOI349	NEXTEL WEST CORP.	YC	BEA067	B	Indianapolis, IN-IL	6/17/2028 817 - 818 / 862 - 863
WPOK457	NEXTEL WEST CORP.	YC	BEA067	B	Indianapolis, IN-IL	6/17/2028 817 - 818 / 862 - 863
WPLM742	NEXTEL WEST CORP.	YH	BEA067	X	Indianapolis, IN-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI350	NEXTEL WEST CORP.	YH	BEA067	X	Indianapolis, IN-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK458	NEXTEL WEST CORP.	YH	BEA067	X	Indianapolis, IN-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI292	NEXTEL WEST CORP.	YC	BEA068	B	Champaign-Urbana, IL	6/17/2028 817 - 818 / 862 - 863
WPOI293	NEXTEL WEST CORP.	YH	BEA068	X	Champaign-Urbana, IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM747	NEXTEL WEST CORP.	YC	BEA069	B	Evansville-Henderson, IN-KY-IL	6/17/2028 817 - 818 / 862 - 863
WPLM748	NEXTEL WEST CORP.	YH	BEA069	X	Evansville-Henderson, IN-KY-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM750	NEXTEL WEST CORP.	YC	BEA070	B	Louisville, KY-IN	6/17/2028 817 - 818 / 862 - 863
WPOI295	NEXTEL WEST CORP.	YC	BEA070	B	Louisville, KY-IN	6/17/2028 817 - 818 / 862 - 863
WPLM751	NEXTEL WEST CORP.	YH	BEA070	X	Louisville, KY-IN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI296	NEXTEL WEST CORP.	YH	BEA070	X	Louisville, KY-IN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI355	NEXTEL WEST CORP.	YC	BEA071	B	Nashville, TN-KY	6/17/2028 817 - 818 / 862 - 863
WPSN389	Nextel South Corp.	YC	BEA071	B	Nashville, TN-KY	6/17/2028 817 - 818 / 862 - 863
WPOI356	NEXTEL WEST CORP.	YH	BEA071	X	Nashville, TN-KY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPSN390	Nextel South Corp.	YH	BEA071	X	Nashville, TN-KY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM756	NEXTEL WEST CORP.	YC	BEA072	B	Paducah, KY-IL	6/17/2028 817 - 818 / 862 - 863
WPLM757	NEXTEL WEST CORP.	YH	BEA072	X	Paducah, KY-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM759	Nextel South Corp.	YC	BEA073	B	Memphis, TN-AR-MS-KY	6/17/2028 817 - 818 / 862 - 863
WPOK460	Nextel South Corp.	YC	BEA073	B	Memphis, TN-AR-MS-KY	6/17/2028 817 - 818 / 862 - 863
WPLM760	Nextel South Corp.	YH	BEA073	X	Memphis, TN-AR-MS-KY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK461	Nextel South Corp.	YH	BEA073	X	Memphis, TN-AR-MS-KY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM761	Nextel South Corp.	YC	BEA074	B	Huntsville, AL-TN	6/17/2028 817.4 - 818 / 862.4 - 863
WPLM762	Nextel South Corp.	YH	BEA074	X	Huntsville, AL-TN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR940	Nextel South Corp.	YH	BEA074	X	Huntsville, AL-TN	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM763	Nextel South Corp.	YC	BEA075	B	Tupelo, MS-AL-TN	6/17/2028 817.4 - 818 / 862.4 - 863
WPLM764	Nextel South Corp.	YH	BEA075	X	Tupelo, MS-AL-TN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR941	Nextel South Corp.	YH	BEA075	X	Tupelo, MS-AL-TN	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM765	Nextel South Corp.	YC	BEA076	B	Greenville, MS	6/17/2028 817 - 818 / 862 - 863
WPOI386	Nextel South Corp.	YC	BEA076	B	Greenville, MS	6/17/2028 817 - 818 / 862 - 863
WPLM766	Nextel South Corp.	YH	BEA076	X	Greenville, MS	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI387	Nextel South Corp.	YH	BEA076	X	Greenville, MS	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM768	Nextel South Corp.	YC	BEA077	B	Jackson, MS-AL-LA	6/17/2028 817.4 - 818 / 862.4 - 863
WPOI298	Nextel South Corp.	YC	BEA077	B	Jackson, MS-AL-LA	6/17/2028 817.4 - 818 / 862.4 - 863
WPLM769	Nextel South Corp.	YH	BEA077	X	Jackson, MS-AL-LA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI299	Nextel South Corp.	YH	BEA077	X	Jackson, MS-AL-LA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR942	Nextel South Corp.	YH	BEA077	X	Jackson, MS-AL-LA	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM771	Nextel South Corp.	YH	BEA078	X	Birmingham, AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI358	Nextel South Corp.	YH	BEA078	X	Birmingham, AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR931	Nextel South Corp.	YH	BEA078	X	Birmingham, AL	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM773	Nextel South Corp.	YH	BEA079	X	Montgomery, AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR932	Nextel South Corp.	YH	BEA079	X	Montgomery, AL	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM775	Nextel South Corp.	YH	BEA080	X	Mobile, AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR933	Nextel South Corp.	YH	BEA080	X	Mobile, AL	3/21/2021 817.4 - 818 / 862.4 - 863

WPLM777	Nextel South Corp.	YH	BEA081	X	Pensacola, FL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR934	Nextel South Corp.	YH	BEA081	X	Pensacola, FL	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM779	Nextel South Corp.	YH	BEA082	X	Biloxi-Gulfport-Pascagoula, MS	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR935	Nextel South Corp.	YH	BEA082	X	Biloxi-Gulfport-Pascagoula, MS	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM781	Nextel South Corp.	YC	BEA083	B	New Orleans, LA-MS	6/17/2028 817 - 818 / 862 - 863
WQVR930	Nextel South Corp.	YC	BEA083	B	New Orleans, LA-MS	6/17/2028 817.4 - 818 / 862.4 - 863
WPLM782	Nextel South Corp.	YH	BEA083	X	New Orleans, LA-MS	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI361	Nextel South Corp.	YH	BEA083	X	New Orleans, LA-MS	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM784	Nextel South Corp.	YC	BEA084	B	Baton Rouge, LA-MS	6/17/2028 817 - 818 / 862 - 863
WPLM785	Nextel South Corp.	YH	BEA084	X	Baton Rouge, LA-MS	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM787	Nextel South Corp.	YC	BEA085	B	Lafayette, LA	6/17/2028 817 - 818 / 862 - 863
WPOI301	Nextel South Corp.	YC	BEA085	B	Lafayette, LA	6/17/2028 817 - 818 / 862 - 863
WPLM788	Nextel South Corp.	YH	BEA085	X	Lafayette, LA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI302	Nextel South Corp.	YH	BEA085	X	Lafayette, LA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM790	Nextel South Corp.	YC	BEA086	B	Lake Charles, LA	6/17/2028 817 - 818 / 862 - 863
WPLM791	Nextel South Corp.	YH	BEA086	X	Lake Charles, LA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM793	NEXTEL WEST CORP.	YC	BEA087	B	Beaumont-Port Arthur, TX	6/17/2028 817 - 818 / 862 - 863
WPLM794	NEXTEL WEST CORP.	YH	BEA087	X	Beaumont-Port Arthur, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI304	Nextel South Corp.	YC	BEA088	B	Shreveport-Bossier City, LA-AR	6/17/2028 817 - 818 / 862 - 863
WPOI305	Nextel South Corp.	YH	BEA088	X	Shreveport-Bossier City, LA-AR	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM799	Nextel South Corp.	YC	BEA089	B	Monroe, LA	6/17/2028 817 - 818 / 862 - 863
WPLM800	Nextel South Corp.	YH	BEA089	X	Monroe, LA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH201	Nextel South Corp.	YC	BEA090	B	Little Rock-North Little Rock,	6/17/2028 817 - 818 / 862 - 863
WPOH202	Nextel South Corp.	YH	BEA090	X	Little Rock-North Little Rock,	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH203	NEXTEL WEST CORP.	YC	BEA091	B	Fort Smith, AR-OK	6/17/2028 817 - 818 / 862 - 863
WPOH204	NEXTEL WEST CORP.	YH	BEA091	X	Fort Smith, AR-OK	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH205	Nextel South Corp.	YC	BEA092	B	Fayetteville-Springdale-Rogers	6/17/2028 817 - 818 / 862 - 863
WPOK462	NEXTEL WEST CORP.	YC	BEA092	B	Fayetteville-Springdale-Rogers	6/17/2028 817 - 818 / 862 - 863
WPOH206	Nextel South Corp.	YH	BEA092	X	Fayetteville-Springdale-Rogers	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK463	NEXTEL WEST CORP.	YH	BEA092	X	Fayetteville-Springdale-Rogers	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH208	NEXTEL WEST CORP.	YC	BEA093	B	Joplin, MO-KS-OK	6/17/2028 817 - 818 / 862 - 863
WPOH209	NEXTEL WEST CORP.	YH	BEA093	X	Joplin, MO-KS-OK	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH211	NEXTEL WEST CORP.	YC	BEA094	B	Springfield, MO	6/17/2028 817 - 818 / 862 - 863
WPOH212	NEXTEL WEST CORP.	YH	BEA094	X	Springfield, MO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH213	Nextel South Corp.	YC	BEA095	B	Jonesboro, AR-MO	6/17/2028 817 - 818 / 862 - 863
WPOK464	Nextel South Corp.	YC	BEA095	B	Jonesboro, AR-MO	6/17/2028 817 - 818 / 862 - 863
WPOH214	Nextel South Corp.	YH	BEA095	X	Jonesboro, AR-MO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK465	Nextel South Corp.	YH	BEA095	X	Jonesboro, AR-MO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH216	NEXTEL WEST CORP.	YC	BEA096	B	St. Louis, MO-IL	6/17/2028 817 - 818 / 862 - 863
WPOK467	NEXTEL WEST CORP.	YC	BEA096	B	St. Louis, MO-IL	6/17/2028 817 - 818 / 862 - 863
WPOH217	NEXTEL WEST CORP.	YH	BEA096	X	St. Louis, MO-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK468	NEXTEL WEST CORP.	YH	BEA096	X	St. Louis, MO-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH219	NEXTEL WEST CORP.	YC	BEA097	B	Springfield, IL-MO	6/17/2028 817 - 818 / 862 - 863
WPOI389	NEXTEL WEST CORP.	YC	BEA097	B	Springfield, IL-MO	6/17/2028 817 - 818 / 862 - 863
WPOH220	NEXTEL WEST CORP.	YH	BEA097	X	Springfield, IL-MO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI390	NEXTEL WEST CORP.	YH	BEA097	X	Springfield, IL-MO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869

WPOH222	NEXTEL WEST CORP.	YC	BEA098	B	Columbia, MO	6/17/2028 817 - 818 / 862 - 863
WPOH223	NEXTEL WEST CORP.	YH	BEA098	X	Columbia, MO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH225	NEXTEL WEST CORP.	YC	BEA099	B	Kansas City, MO-KS	6/17/2028 817 - 818 / 862 - 863
WPOH226	NEXTEL WEST CORP.	YH	BEA099	X	Kansas City, MO-KS	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH228	NEXTEL WEST CORP.	YC	BEA100	B	Des Moines, IA-IL-MO	6/17/2028 817 - 818 / 862 - 863
WPOI392	NEXTEL WEST CORP.	YC	BEA100	B	Des Moines, IA-IL-MO	6/17/2028 817 - 818 / 862 - 863
WQPK770	NEXTEL WEST CORP.	YC	BEA100	B	Des Moines, IA-IL-MO	6/17/2028 817 - 818 / 862 - 863
WPOH229	NEXTEL WEST CORP.	YH	BEA100	X	Des Moines, IA-IL-MO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI393	NEXTEL WEST CORP.	YH	BEA100	X	Des Moines, IA-IL-MO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH230	NEXTEL WEST CORP.	YC	BEA101	B	Peoria-Pekin, IL	6/17/2028 817 - 818 / 862 - 863
WPOH231	NEXTEL WEST CORP.	YH	BEA101	X	Peoria-Pekin, IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH233	NEXTEL WEST CORP.	YC	BEA102	B	Davenport-Moline-Rock Island,	6/17/2028 817 - 818 / 862 - 863
WQPK773	NEXTEL WEST CORP.	YC	BEA102	B	Davenport-Moline-Rock Island,	6/17/2028 817 - 818 / 862 - 863
WPOH234	NEXTEL WEST CORP.	YH	BEA102	X	Davenport-Moline-Rock Island,	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH236	NEXTEL WEST CORP.	YC	BEA103	B	Cedar Rapids, IA	6/17/2028 817 - 818 / 862 - 863
WPOH237	NEXTEL WEST CORP.	YH	BEA103	X	Cedar Rapids, IA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH239	NEXTEL WEST CORP.	YC	BEA104	B	Madison, WI-IA-IL	6/17/2028 817 - 818 / 862 - 863
WPOI395	NEXTEL WEST CORP.	YC	BEA104	B	Madison, WI-IA-IL	6/17/2028 817 - 818 / 862 - 863
WQPK776	NEXTEL WEST CORP.	YC	BEA104	B	Madison, WI-IA-IL	6/17/2028 817 - 818 / 862 - 863
WQPK821	NEXTEL WEST CORP.	YC	BEA104	B	Madison, WI-IA-IL	6/17/2028 817 - 818 / 862 - 863
WPOH240	NEXTEL WEST CORP.	YH	BEA104	X	Madison, WI-IA-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI396	NEXTEL WEST CORP.	YH	BEA104	X	Madison, WI-IA-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH242	NEXTEL WEST CORP.	YC	BEA105	B	La Crosse, WI-MN	6/17/2028 817 - 818 / 862 - 863
WPOH243	NEXTEL WEST CORP.	YH	BEA105	X	La Crosse, WI-MN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH245	NEXTEL WEST CORP.	YC	BEA106	B	Rochester, MN-IA-WI	6/17/2028 817 - 818 / 862 - 863
WPOI398	NEXTEL WEST CORP.	YC	BEA106	B	Rochester, MN-IA-WI	6/17/2028 817 - 818 / 862 - 863
WPQT224	NEXTEL WEST CORP.	YC	BEA106	B	Rochester, MN-IA-WI	6/17/2028 817 - 818 / 862 - 863
WPOH246	NEXTEL WEST CORP.	YH	BEA106	X	Rochester, MN-IA-WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI399	NEXTEL WEST CORP.	YH	BEA106	X	Rochester, MN-IA-WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT225	NEXTEL WEST CORP.	YH	BEA106	X	Rochester, MN-IA-WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH248	NEXTEL WEST CORP.	YC	BEA107	B	Minneapolis-St. Paul, MN-WI-IA	6/17/2028 817 - 818 / 862 - 863
WPOI363	NEXTEL WEST CORP.	YC	BEA107	B	Minneapolis-St. Paul, MN-WI-IA	6/17/2028 817 - 818 / 862 - 863
WPQT227	NEXTEL WEST CORP.	YC	BEA107	B	Minneapolis-St. Paul, MN-WI-IA	6/17/2028 817 - 818 / 862 - 863
WPOH249	NEXTEL WEST CORP.	YH	BEA107	X	Minneapolis-St. Paul, MN-WI-IA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI364	NEXTEL WEST CORP.	YH	BEA107	X	Minneapolis-St. Paul, MN-WI-IA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT228	NEXTEL WEST CORP.	YH	BEA107	X	Minneapolis-St. Paul, MN-WI-IA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI401	NEXTEL WEST CORP.	YC	BEA108	B	Wausau, WI	6/17/2028 817 - 818 / 862 - 863
WPOI402	NEXTEL WEST CORP.	YH	BEA108	X	Wausau, WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI404	NEXTEL WEST CORP.	YC	BEA109	B	Duluth-Superior, MN-WI	6/17/2028 817 - 818 / 862 - 863
WPOI405	NEXTEL WEST CORP.	YH	BEA109	X	Duluth-Superior, MN-WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH256	NEXTEL WEST CORP.	YC	BEA110	B	Grand Forks, ND-MN	6/17/2028 817 - 818 / 862 - 863
WPOH257	NEXTEL WEST CORP.	YH	BEA110	X	Grand Forks, ND-MN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH258	NEXTEL WEST CORP.	YC	BEA111	B	Minot, ND	6/17/2028 817 - 818 / 862 - 863
WPOH259	NEXTEL WEST CORP.	YH	BEA111	X	Minot, ND	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH260	NEXTEL WEST CORP.	YC	BEA112	B	Bismarck, ND-MT-SD	6/17/2028 817 - 818 / 862 - 863
WPOH261	NEXTEL WEST CORP.	YH	BEA112	X	Bismarck, ND-MT-SD	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869

WPOH262	NEXTEL WEST CORP.	YC	BEA113	B	Fargo-Moorhead, ND-MN	6/17/2028 817 - 818 / 862 - 863
WPOH263	NEXTEL WEST CORP.	YH	BEA113	X	Fargo-Moorhead, ND-MN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH264	NEXTEL WEST CORP.	YC	BEA114	B	Aberdeen, SD	6/17/2028 817 - 818 / 862 - 863
WPOH265	NEXTEL WEST CORP.	YH	BEA114	X	Aberdeen, SD	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH267	NEXTEL WEST CORP.	YC	BEA115	B	Rapid City, SD-MT-ND-NE	6/17/2028 817 - 818 / 862 - 863
WPOH268	NEXTEL WEST CORP.	YH	BEA115	X	Rapid City, SD-MT-ND-NE	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH270	NEXTEL WEST CORP.	YC	BEA116	B	Sioux Falls, SD-IA-MN-NE	6/17/2028 817 - 818 / 862 - 863
WPOH271	NEXTEL WEST CORP.	YH	BEA116	X	Sioux Falls, SD-IA-MN-NE	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH273	NEXTEL WEST CORP.	YC	BEA117	B	Sioux City, IA-NE-SD	6/17/2028 817 - 818 / 862 - 863
WPOH274	NEXTEL WEST CORP.	YH	BEA117	X	Sioux City, IA-NE-SD	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI407	NEXTEL WEST CORP.	YC	BEA118	B	Omaha, NE-IA-MO	6/17/2028 817 - 818 / 862 - 863
WPOI408	NEXTEL WEST CORP.	YH	BEA118	X	Omaha, NE-IA-MO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI307	NEXTEL WEST CORP.	YC	BEA119	B	Lincoln, NE	6/17/2028 817 - 818 / 862 - 863
WPOH280	NEXTEL WEST CORP.	YH	BEA119	X	Lincoln, NE	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH282	NEXTEL WEST CORP.	YC	BEA120	B	Grand Island, NE	6/17/2028 817 - 818 / 862 - 863
WPOH283	NEXTEL WEST CORP.	YH	BEA120	X	Grand Island, NE	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH284	NEXTEL WEST CORP.	YC	BEA121	B	North Platte, NE-CO	6/17/2028 817 - 818 / 862 - 863
WPQS994	NEXTEL WEST CORP.	YC	BEA121	B	North Platte, NE-CO	6/17/2028 817 - 818 / 862 - 863
WPOH285	NEXTEL WEST CORP.	YH	BEA121	X	North Platte, NE-CO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS995	NEXTEL WEST CORP.	YH	BEA121	X	North Platte, NE-CO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH287	NEXTEL WEST CORP.	YC	BEA122	B	Wichita, KS-OK	6/17/2028 817 - 818 / 862 - 863
WPQT233	NEXTEL WEST CORP.	YC	BEA122	B	Wichita, KS-OK	6/17/2028 817 - 818 / 862 - 863
WPOH288	NEXTEL WEST CORP.	YH	BEA122	X	Wichita, KS-OK	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT234	NEXTEL WEST CORP.	YH	BEA122	X	Wichita, KS-OK	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH290	NEXTEL WEST CORP.	YC	BEA123	B	Topeka, KS	6/17/2028 817 - 818 / 862 - 863
WPOH291	NEXTEL WEST CORP.	YH	BEA123	X	Topeka, KS	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH293	NEXTEL WEST CORP.	YC	BEA124	B	Tulsa, OK-KS	6/17/2028 817 - 818 / 862 - 863
WPOH294	NEXTEL WEST CORP.	YH	BEA124	X	Tulsa, OK-KS	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH296	NEXTEL WEST CORP.	YC	BEA125	B	Oklahoma City, OK	6/17/2028 817 - 818 / 862 - 863
WPOH297	NEXTEL WEST CORP.	YH	BEA125	X	Oklahoma City, OK	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH298	NEXTEL WEST CORP.	YC	BEA126	B	Western Oklahoma, OK	6/17/2028 817 - 818 / 862 - 863
WPOH299	NEXTEL WEST CORP.	YH	BEA126	X	Western Oklahoma, OK	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH301	NEXTEL WEST CORP.	YC	BEA127	B	Dallas-Fort Worth, TX-AR-OK	6/17/2028 817 - 818 / 862 - 863
WPOI410	NEXTEL WEST CORP.	YC	BEA127	B	Dallas-Fort Worth, TX-AR-OK	6/17/2028 817 - 818 / 862 - 863
WPOH302	NEXTEL WEST CORP.	YH	BEA127	X	Dallas-Fort Worth, TX-AR-OK	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI411	NEXTEL WEST CORP.	YH	BEA127	X	Dallas-Fort Worth, TX-AR-OK	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK472	NEXTEL WEST CORP.	YC	BEA128	B	Abilene, TX	6/17/2028 817 - 818 / 862 - 863
WPOK473	NEXTEL WEST CORP.	YC	BEA128	X	Abilene, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH305	NEXTEL WEST CORP.	YC	BEA129	B	San Angelo, TX	6/17/2028 817 - 818 / 862 - 863
WPOH306	NEXTEL WEST CORP.	YC	BEA129	X	San Angelo, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH308	NEXTEL WEST CORP.	YC	BEA130	B	Austin-San Marcos, TX	6/17/2028 817 - 818 / 862 - 863
WPOI366	NEXTEL WEST CORP.	YC	BEA130	B	Austin-San Marcos, TX	6/17/2028 817 - 818 / 862 - 863
WPQT222	NEXTEL WEST CORP.	YC	BEA130	B	Austin-San Marcos, TX	6/17/2028 817 - 818 / 862 - 863
WPOH309	NEXTEL WEST CORP.	YH	BEA130	X	Austin-San Marcos, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI367	NEXTEL WEST CORP.	YH	BEA130	X	Austin-San Marcos, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT238	NEXTEL WEST CORP.	YH	BEA130	X	Austin-San Marcos, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869

WPOH311	NEXTEL WEST CORP.	YC	BEA131	B	Houston-Galveston-Brazoria, TX	6/17/2028 817 - 818 / 862 - 863
WPOI369	NEXTEL WEST CORP.	YC	BEA131	B	Houston-Galveston-Brazoria, TX	6/17/2028 817 - 818 / 862 - 863
WPOH312	NEXTEL WEST CORP.	YH	BEA131	X	Houston-Galveston-Brazoria, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI370	NEXTEL WEST CORP.	YH	BEA131	X	Houston-Galveston-Brazoria, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH314	NEXTEL WEST CORP.	YC	BEA132	B	Corpus Christi, TX	6/17/2028 817 - 818 / 862 - 863
WPOI310	NEXTEL WEST CORP.	YC	BEA132	B	Corpus Christi, TX	6/17/2028 817 - 818 / 862 - 863
WPOH315	NEXTEL WEST CORP.	YC	BEA132	X	Corpus Christi, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI311	NEXTEL WEST CORP.	YC	BEA132	X	Corpus Christi, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH317	NEXTEL WEST CORP.	YC	BEA133	B	McAllen-Edinburg-Mission, TX	6/17/2028 817 - 818 / 862 - 863
WPOH318	NEXTEL WEST CORP.	YC	BEA133	X	McAllen-Edinburg-Mission, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH320	NEXTEL WEST CORP.	YC	BEA134	B	San Antonio, TX	6/17/2028 817 - 818 / 862 - 863
WPOK475	NEXTEL WEST CORP.	YC	BEA134	B	San Antonio, TX	6/17/2028 817 - 818 / 862 - 863
WPOH321	NEXTEL WEST CORP.	YC	BEA134	X	San Antonio, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK476	NEXTEL WEST CORP.	YC	BEA134	X	San Antonio, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH323	NEXTEL WEST CORP.	YC	BEA135	B	Odessa-Midland, TX	6/17/2028 817 - 818 / 862 - 863
WPOH324	NEXTEL WEST CORP.	YC	BEA135	X	Odessa-Midland, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH325	NEXTEL WEST CORP.	YC	BEA136	B	Hobbs, NM-TX	6/17/2028 817 - 818 / 862 - 863
WPQS989	NEXTEL WEST CORP.	YC	BEA136	B	Hobbs, NM-TX	6/17/2028 817 - 818 / 862 - 863
WPOH326	NEXTEL WEST CORP.	YH	BEA136	X	Hobbs, NM-TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS990	NEXTEL WEST CORP.	YH	BEA136	X	Hobbs, NM-TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH328	NEXTEL WEST CORP.	YC	BEA137	B	Lubbock, TX	6/17/2028 817 - 818 / 862 - 863
WPOH329	NEXTEL WEST CORP.	YH	BEA137	X	Lubbock, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH330	NEXTEL WEST CORP.	YC	BEA138	B	Amarillo, TX-NM	6/17/2028 817 - 818 / 862 - 863
WPQT230	NEXTEL WEST CORP.	YC	BEA138	B	Amarillo, TX-NM	6/17/2028 817 - 818 / 862 - 863
WPOH331	NEXTEL WEST CORP.	YH	BEA138	X	Amarillo, TX-NM	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT231	NEXTEL WEST CORP.	YH	BEA138	X	Amarillo, TX-NM	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH333	NEXTEL WEST CORP.	YC	BEA139	B	Santa Fe, NM	6/17/2028 817 - 818 / 862 - 863
WPOH334	NEXTEL WEST CORP.	YH	BEA139	X	Santa Fe, NM	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH336	NEXTEL WEST CORP.	YC	BEA140	B	Pueblo, CO-NM	6/17/2028 817 - 818 / 862 - 863
WPOH337	NEXTEL WEST CORP.	YH	BEA140	X	Pueblo, CO-NM	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH339	NEXTEL WEST CORP.	YC	BEA141	B	Denver-Boulder-Greeley, CO-KS-	6/17/2028 817 - 818 / 862 - 863
WPQS992	NEXTEL WEST CORP.	YC	BEA141	B	Denver-Boulder-Greeley, CO-KS-	6/17/2028 817 - 818 / 862 - 863
WPOH340	NEXTEL WEST CORP.	YH	BEA141	X	Denver-Boulder-Greeley, CO-KS-	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS993	NEXTEL WEST CORP.	YH	BEA141	X	Denver-Boulder-Greeley, CO-KS-	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH341	NEXTEL WEST CORP.	YC	BEA142	B	Scottsbluff, NE-WY	6/17/2028 817 - 818 / 862 - 863
WPOH342	NEXTEL WEST CORP.	YH	BEA142	X	Scottsbluff, NE-WY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH343	NEXTEL WEST CORP.	YC	BEA143	B	Casper, WY-ID-UT	6/17/2028 817 - 818 / 862 - 863
WPOH344	NEXTEL WEST CORP.	YH	BEA143	X	Casper, WY-ID-UT	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH345	NEXTEL WEST CORP.	YC	BEA144	B	Billings, MT-WY	6/17/2028 817 - 818 / 862 - 863
WPOH346	NEXTEL WEST CORP.	YH	BEA144	X	Billings, MT-WY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH347	NEXTEL WEST CORP.	YC	BEA145	B	Great Falls, MT	6/17/2028 817 - 818 / 862 - 863
WPOH348	NEXTEL WEST CORP.	YH	BEA145	X	Great Falls, MT	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH349	NEXTEL WEST CORP.	YC	BEA146	B	Missoula, MT	6/17/2028 817 - 818 / 862 - 863
WPOH350	NEXTEL WEST CORP.	YH	BEA146	X	Missoula, MT	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH352	NEXTEL WEST CORP.	YC	BEA147	B	Spokane, WA-ID	6/17/2028 817 - 818 / 862 - 863
WPOH353	NEXTEL WEST CORP.	YH	BEA147	X	Spokane, WA-ID	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869

WPOI371	NEXTEL WEST CORP.	YC	BEA148	B	Idaho Falls, ID-WY	6/17/2028 817 - 818 / 862 - 863
WPOI372	NEXTEL WEST CORP.	YH	BEA148	X	Idaho Falls, ID-WY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH356	NEXTEL WEST CORP.	YC	BEA149	B	Twin Falls, ID	6/17/2028 817 - 818 / 862 - 863
WPOI312	NEXTEL WEST CORP.	YC	BEA149	B	Twin Falls, ID	6/17/2028 817 - 818 / 862 - 863
WPOH357	NEXTEL WEST CORP.	YH	BEA149	X	Twin Falls, ID	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI313	NEXTEL WEST CORP.	YH	BEA149	X	Twin Falls, ID	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH426	NEXTEL WEST CORP.	YC	BEA150	B	Boise City, ID-OR	6/17/2028 817 - 818 / 862 - 863
WPOH358	NEXTEL WEST CORP.	YH	BEA150	X	Boise City, ID-OR	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI314	NEXTEL WEST CORP.	YH	BEA150	X	Boise City, ID-OR	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT207	NEXTEL WEST CORP.	YH	BEA150	X	Boise City, ID-OR	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH359	NEXTEL WEST CORP.	YC	BEA151	B	Reno, NV-CA	6/17/2028 817 - 818 / 862 - 863
WPOH360	NEXTEL WEST CORP.	YH	BEA151	X	Reno, NV-CA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH362	NEXTEL WEST CORP.	YC	BEA152	B	Salt Lake City-Ogden, UT-ID	6/17/2028 817 - 818 / 862 - 863
WPOH363	NEXTEL WEST CORP.	YH	BEA152	X	Salt Lake City-Ogden, UT-ID	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH365	NEXTEL WEST CORP.	YC	BEA153	B	Las Vegas, NV-AZ-UT	6/17/2028 817 - 818 / 862 - 863
WQPK846	NEXTEL WEST CORP.	YC	BEA153	B	Las Vegas, NV-AZ-UT	6/17/2028 817 - 818 / 862 - 863
WPOH366	NEXTEL WEST CORP.	YH	BEA153	X	Las Vegas, NV-AZ-UT	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH367	NEXTEL WEST CORP.	YC	BEA154	B	Flagstaff, AZ-UT	6/17/2028 817 - 818 / 862 - 863
WPOH368	NEXTEL WEST CORP.	YH	BEA154	X	Flagstaff, AZ-UT	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH369	NEXTEL WEST CORP.	YC	BEA155	B	Farmington, NM-CO	6/17/2028 817 - 818 / 862 - 863
WPOH370	NEXTEL WEST CORP.	YH	BEA155	X	Farmington, NM-CO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH372	NEXTEL WEST CORP.	YC	BEA156	B	Albuquerque, NM-AZ	6/17/2028 817 - 818 / 862 - 863
WPOH373	NEXTEL WEST CORP.	YH	BEA156	X	Albuquerque, NM-AZ	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH375	NEXTEL WEST CORP.	YC	BEA157	B	El Paso, TX-NM	6/17/2028 817 - 818 / 862 - 863
WPOH376	NEXTEL WEST CORP.	YC	BEA157	X	El Paso, TX-NM	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH378	NEXTEL WEST CORP.	YC	BEA158	B	Phoenix-Mesa, AZ-NM	6/17/2028 817 - 818 / 862 - 863
WPOH379	NEXTEL WEST CORP.	YC	BEA158	X	Phoenix-Mesa, AZ-NM	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH381	NEXTEL WEST CORP.	YC	BEA159	B	Tucson, AZ	6/17/2028 817 - 818 / 862 - 863
WPOH382	NEXTEL WEST CORP.	YC	BEA159	X	Tucson, AZ	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH384	NEXTEL WEST CORP.	YC	BEA160	B	Los Angeles-Riverside-Orange C	6/17/2028 817 - 818 / 862 - 863
WPOH385	NEXTEL WEST CORP.	YC	BEA160	X	Los Angeles-Riverside-Orange C	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH387	NEXTEL WEST CORP.	YC	BEA161	B	San Diego, CA	6/17/2028 817 - 818 / 862 - 863
WPOH388	NEXTEL WEST CORP.	YC	BEA161	X	San Diego, CA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH390	NEXTEL WEST CORP.	YC	BEA162	B	Fresno, CA	6/17/2028 817 - 818 / 862 - 863
WPOH391	NEXTEL WEST CORP.	YH	BEA162	X	Fresno, CA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH393	NEXTEL WEST CORP.	YC	BEA163	B	San Francisco-Oakland-San Jose	6/17/2028 817 - 818 / 862 - 863
WPOH394	NEXTEL WEST CORP.	YH	BEA163	X	San Francisco-Oakland-San Jose	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH396	NEXTEL WEST CORP.	YC	BEA164	B	Sacramento-Yolo, CA	6/17/2028 817 - 818 / 862 - 863
WPOH397	NEXTEL WEST CORP.	YH	BEA164	X	Sacramento-Yolo, CA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH398	NEXTEL WEST CORP.	YC	BEA165	B	Redding, CA-OR	6/17/2028 817 - 818 / 862 - 863
WPOH399	NEXTEL WEST CORP.	YH	BEA165	X	Redding, CA-OR	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH400	NEXTEL WEST CORP.	YC	BEA166	B	Eugene-Springfield, OR-CA	6/17/2028 817 - 818 / 862 - 863
WPOH401	NEXTEL WEST CORP.	YH	BEA166	X	Eugene-Springfield, OR-CA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH403	NEXTEL WEST CORP.	YC	BEA167	B	Portland-Salem, OR-WA	6/17/2028 817 - 818 / 862 - 863
WPOH404	NEXTEL WEST CORP.	YH	BEA167	X	Portland-Salem, OR-WA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH433	NEXTEL WEST CORP.	YC	BEA168	B	Pendleton, OR-WA	6/17/2028 817 - 818 / 862 - 863

WPOH405	NEXTEL WEST CORP.	YH	BEA168	X	Pendleton, OR-WA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH406	NEXTEL WEST CORP.	YC	BEA169	B	Richland-Kennewick-Pasco, WA	6/17/2028	817 - 818 / 862 - 863
WPOH407	NEXTEL WEST CORP.	YH	BEA169	X	Richland-Kennewick-Pasco, WA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH409	NEXTEL WEST CORP.	YC	BEA170	B	Seattle-Tacoma-Bremerton, WA	6/17/2028	817 - 818 / 862 - 863
WPOH410	NEXTEL WEST CORP.	YH	BEA170	X	Seattle-Tacoma-Bremerton, WA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH412	NEXTEL WEST CORP.	YC	BEA171	B	Anchorage, AK	6/17/2028	817 - 818 / 862 - 863
WPOH413	NEXTEL WEST CORP.	YH	BEA171	X	Anchorage, AK	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM204	NEXTEL WEST CORP.	YC	BEA172	B	Honolulu, HI	3/10/2028	817 - 818 / 862 - 863
WPOH414	NEXTEL WEST CORP.	YH	BEA172	X	Honolulu, HI	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPRQ760	Nextel of Puerto Rico, Inc.	YC	BEA174	X	Puerto Rico & Virgin Isl.	12/20/2020	- / - / 821.575 - 824 / 866.575 - 869

800 MHz Site-based License Holdings next to Canadian Border area designed to use contours to preserve capability inside Canadian Border area and preclude expansion from existing licensees inside and outside the Canadian Border area

Call Sign	Licensee	Radio Service Code	Transmitter City	Transmitter County	Transmitter State	Number of Discreet Frequencies	Expiration Date
						Above 862.0 MHz	
WQXZ925	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YM	SOUTH PORTLAND	CUMBERLAND	ME	160	7/26/2026
WQXZ929	NEXTEL WEST CORP.	YM	DRESDEN	MUSKINGUM	OH	160	7/26/2026
WQXZ930	NEXTEL WEST CORP.	YM	UPPER ARLINGTON	FRANKLIN	OH	160	7/26/2026
WQYF361	NEXTEL WEST CORP.	YM	ORISKANY	ONEIDA	NY	160	9/8/2026
WQYG555	NEXTEL WEST CORP.	YM	KALAMA	COWLITZ	WA	160	9/21/2026
WQYG556	NEXTEL WEST CORP.	YM	OUTLOOK	YAKIMA	WA	160	9/21/2026
WQYG557	NEXTEL WEST CORP.	YM	EPHRATA	GRANT	WA	160	9/21/2026
WQYT997	NEXTEL WEST CORP.	YM	LEONIDAS	ST. JOSEPH	MI	160	1/19/2027
WQYU236	NEXTEL WEST CORP.	YM	FOWLER	CLINTON	MI	160	1/20/2027
WQYV719	NEXTEL WEST CORP.	YM	COTTON	ST. LOUIS	MN	160	2/6/2027
WQYV720	NEXTEL WEST CORP.	YM	HIBBING	ST. LOUIS	MN	160	2/6/2027
WQYV722	NEXTEL WEST CORP.	YM	BEMIDJI	BELTRAMI	MN	160	2/6/2027
WQZS657	NEXTEL WEST CORP.	YM	CAMPBELL	STEUBEN	NY	160	7/24/2027
WQZS659	NEXTEL WEST CORP.	YM	SPENCERVILLE	ALLEN	IN	160	7/24/2027
WQZS660	NEXTEL WEST CORP.	YM	JACKSON CENTER	SHELBY	OH	160	7/24/2027
WQZS661	NEXTEL WEST CORP.	YM	EAST PALESTINE	COLUMBIANA	OH	160	7/24/2027
WQZS662	NEXTEL WEST CORP.	YM	UHRICHSVILLE	TUSCARAWAS	OH	160	7/24/2027
WRAA475	NEXTEL WEST CORP.	YM	CONVOY	VAN WERT	OH	160	9/22/2027
WRAN278	NEXTEL WEST CORP.	YM	TRAVERSE CITY	GRAND TRAVERSE	MI	160	1/11/2028
WRBR754	NEXTEL WEST CORP.	YM	HOOD RIVER	HOOD RIVER	OR	160	5/31/2028
WRBV827	NEXTEL WEST CORP.	YM	HIGGINGS LAKE	ROSCOMMON	MI	160	7/3/2028
WRBV828	NEXTEL WEST CORP.	YM	GREAT FALLS	CASCADE	MT	160	7/3/2028
WRBV829	NEXTEL WEST CORP.	YM	DEER PARK	SPOKANE	WA	160	7/3/2028
WRBV830	NEXTEL WEST CORP.	YM	MT. PLEASANT	ISABELLA	MI	160	7/3/2028
WRBV831	NEXTEL WEST CORP.	YM	COLEMAN	MIDLAND	MI	160	7/3/2028
WRBV855	NEXTEL WEST CORP.	YM	CORTLAND	CORTLAND	NY	160	7/3/2028
WRBV857	NEXTEL WEST CORP.	YM	HOOD RIVER	HOOD RIVER	OR	160	7/3/2028
WRBV861	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YM	SOUTH ROYALTON	WINDSOR	VT	160	7/3/2028
WRBV862	NEXTEL WEST CORP.	YM	GLOVERSVILLE	FULTON	NY	160	7/3/2028
WRBV864	NEXTEL WEST CORP.	YM	RIDGEWAY	ELK	PA	160	7/3/2028
WRBV870	NEXTEL WEST CORP.	YM	RIDGEWAY	ELK	PA	160	7/3/2028
WRBV873	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YM	BIDDEFORD	YORK	ME	160	7/3/2028

WRBV875	NEXTEL WEST CORP.	YM	NEW HAVEN	ADDISON	VT	160	7/3/2028
WRBV876	NEXTEL WEST CORP.	YM	SCHROON LAKE	ESSEX	NY	160	7/3/2028
WRBX774	NEXTEL WEST CORP.	YM	ATHOL	BONNER	ID	160	7/19/2028
WRBX833	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YM	ELLSWORTH	HANCOCK	ME	155	7/19/2028
WRCA788	NEXTEL WEST CORP.	YM	HARRISON TOWNSHIP	LICKING	OH	160	8/13/2028
WRCA793	NEXTEL WEST CORP.	YM	MALVERN	CARROLL	OH	160	8/13/2028
WRCA794	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YM	CLINTONVILLE	VENANGO	PA	160	8/13/2028
WRCL354	NEXTEL WEST CORP.	YM	LAKE ODESSA	BARRY	MI	160	10/30/2028

EXHIBIT 2
STPULATION & ORDER

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA *et al.*,

Plaintiffs,

v.

DEUTSCHE TELEKOM AG, T-MOBILE
US, INC., SOFTBANK GROUP CORP.,
and SPRINT CORPORATION,

Defendants.

Case No.

Filed:

STIPULATION AND ORDER

It is hereby stipulated and agreed by and between the undersigned parties, subject to approval and entry by the Court, that:

I. **DEFINITIONS**

As used in this Stipulation and Order:

A. “Assurance Wireless” means the prepaid wireless business conducted by Virgin Mobile under the Assurance Lifeline brand.

B. “Cell Site” means any wireless communications towers, rooftops, water towers, or other wireless communications facilities owned or leased by T-Mobile or Sprint and the physical location and wireless equipment thereto.

C. “Cell Site and Retail Assets” means all Cell Sites and Retail Locations that T-Mobile and Sprint Decommission within five (5) years of the divestiture of the Prepaid Assets.

D. “Decommissioned” or “Decommissioning” means, with respect to a Cell Site,

when the Cell Site is no longer transmitting on T-Mobile's or Sprint's network. With respect to Retail Locations, Decommissioned or Decommissioning means when T-Mobile or Sprint cease customer service operations.

E. "Deutsche Telekom" means Deutsche Telekom AG, a German corporation headquartered in Bonn, Germany, that is the controlling shareholder of T-Mobile; its successors and assigns; and its parents, subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

F. "DISH" means DISH Network Corporation, a Nevada corporation with its headquarters in Englewood, Colorado; its successors and assigns; and its parents, subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

G. "Divestiture Assets" means the Prepaid Assets, the Spectrum Assets, and the Cell Site and Retail Assets.

H. "Prepaid Assets" means all tangible and intangible assets primarily used by the Boost Mobile, Sprint-branded prepaid, and Virgin Mobile businesses today, including but not limited to Boost and Virgin Mobile Retail Locations, licenses, personnel, facilities, data, and intellectual property, as well as all relationships and/or contracts with prepaid customers served by Sprint, Boost Mobile, and Virgin Mobile. Prepaid Assets do not include the Assurance Wireless business and the prepaid wireless customers of Shenandoah Telecommunications Company and Swiftel Communications, Inc.

I. "Prepaid Assets Personnel" means all employees whose jobs currently focus on the support of the Prepaid Assets, or whose jobs have previously focused on supporting the

Prepaid Assets at any time between January 1, 2016 and the date on which the Prepaid Assets are divested to DISH. Prepaid Assets Personnel shall include no fewer than 400 current employees of Sprint, which shall include employees involved in sales management, marketing management, distribution support, sales support, and finance.

J. “Retail Locations” means any retail locations owned or operated by T-Mobile or Sprint and from which either T-Mobile or Sprint sells mobile wireless services under any of their affiliated brands, including Sprint, Boost Mobile, Virgin Mobile, T-Mobile, Metro by T-Mobile, and MetroPCS.

K. “SoftBank” means SoftBank Group Corp., a Japanese corporation and controlling shareholder of Sprint; its successors and assigns; and its parents, subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

L. “Spectrum Assets” means all of Sprint’s 800 MHz spectrum holdings as listed and described in Attachment A to the proposed Final Judgment.

M. “Sprint” means Defendant Sprint Corporation, a Delaware corporation with its headquarters in Overland Park, Kansas; its successors and assigns; and its subsidiaries, divisions, groups, affiliates (other than SoftBank), partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

N. “T-Mobile” means Defendant T-Mobile US, Inc., a Delaware corporation with its headquarters in Bellevue, Washington; its successors and assigns; and its subsidiaries, divisions, groups, affiliates (other than Deutsche Telekom), partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

II. OBJECTIVES

A. The proposed Final Judgment filed in this case is meant to ensure (i) T-Mobile's and Sprint's prompt divestiture of the Prepaid Assets, and (ii) the ability of DISH to acquire the Spectrum Assets and exercise its option to Cell Site and Retail Assets for the purpose of establishing a viable competitor in the provision of retail mobile wireless service in order to address the effects that the United States alleges would likely result from the merger of T-Mobile and Sprint. Under the proposed Final Judgment, DISH would acquire the Prepaid Assets and Spectrum Assets from Sprint or T-Mobile and have the ability to exercise its option to acquire the Cell Site and Retail Assets.

B. The United States has determined, for the purposes of this settlement, that DISH is an acceptable purchaser of the Divestiture Assets. Unless the United States otherwise consents in writing or DISH declines its option to purchase certain Decommissioned Cell Sites or Decommissioned Retail Locations, the divestitures pursuant to the Final Judgment will include the entire Divestiture Assets. If approved by the Court, the proposed Final Judgment would resolve the United States' claims in this antitrust lawsuit, which sought to enjoin the merger of Sprint and T-Mobile.

C. Central to the relief offered by the proposed Final Judgment is the requirement that DISH undertake certain actions to effectuate the complete transfer of the Divestiture Assets to achieve the competitive objectives of the proposed Final Judgment. Among other actions, DISH must: (i) offer nationwide postpaid retail mobile wireless service to American consumers within one (1) year of the closing of the sale of the Prepaid Assets; (ii) comply with network build commitments; (iii) submit to the Department of Justice regular periodic updates on the

status of its network deployment; and (iv) implement strict firewall procedures to prevent the exchange of competitively sensitive information through the ongoing relationships between DISH and T-Mobile or Sprint necessitated by the divestitures. This relief cannot be effectively accomplished without DISH's participation, and DISH has agreed to be bound as a party-defendant by the Final Judgment. DISH shares an interest in the resolution of this litigation and shares common issues of law and fact with Sprint and T-Mobile such that joinder is proper under Rule 20(a) of the Federal Rules of Civil Procedure and under Section 15 of the Clayton Act, 15 U.S.C. § 25. *See United States v. Bayer AG*, No. 1:18-cv-01241, Doc. No. 11 (D.D.C. May 29, 2018) (entering stipulation adding divestiture buyer as a defendant); *United States v. Pabst Brewing Co.*, 183 F. Supp. 220, 221 (E.D. Wis. 1960) (holding that “[i]n a proceeding under § 7 of the Clayton Act, the court has authority to grant relief not only against parties who are found to have violated that section, but also against other parties if such relief is necessary to eliminate the effects of an acquisition offensive to the statute”); *see also United States v. Phillips Petroleum Co.*, 367 F. Supp. 1226, 1261-62 (C.D. Cal. 1973) (denying dismissal to a defendant as a properly joined party “against whom relief may be granted”).

D. This Stipulation and Order ensures that the relief afforded in the proposed Final Judgment will be effective by: (i) adding DISH as a Defendant in this action for purposes of settlement and for entry and enforcement of the proposed Final Judgment; (ii) ensuring, prior to the completion of all of the proposed divestitures, that the Divestiture Assets remain economically viable and ongoing business concerns; and (iii) ensuring that T-Mobile, Sprint, and DISH will be bound by the terms of the proposed Final Judgment during the settlement approval

process that will occur under the Antitrust Procedures and Penalties Act (“APPA”), 15 U.S.C. § 16(b)-(h).

III. JURISDICTION AND VENUE

The Court has jurisdiction over the subject matter of this action and over each of the parties hereto with respect to this action. The Complaint states a claim upon which relief may be granted against T-Mobile, Sprint, Deutsche Telekom, and SoftBank under Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18. Pursuant to Section V of this Stipulation and Order filed simultaneously with the proposed Final Judgment, DISH has consented to this Court’s exercise of specific personal jurisdiction over it in this matter solely for the purposes of settlement and for the entry and enforcement of the proposed Final Judgment. Venue of this action is proper in the United States District Court for the District of Columbia. Defendants waive service of summons of the Complaint.

IV. COMPLIANCE WITH AND ENTRY OF FINAL JUDGMENT

A. The parties stipulate that a Final Judgment in the form attached hereto as Exhibit A may be filed with and entered by the Court, upon the motion of any party or upon the Court’s own motion, at any time after compliance with the requirements of the APPA, and without further notice to any party or other proceedings, provided that the United States has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on T-Mobile and Sprint and by filing that notice with the Court. T-Mobile and Sprint agree to arrange, at their expense, publication as quickly as possible of the newspaper notice required by the APPA, which shall be drafted by the United States in its sole discretion. The publication shall be arranged no later than three (3) business days after T-

Mobile and Sprint's receipt from the United States of the text of the notice and the identity of the newspapers within which the publication shall be made. T-Mobile and Sprint shall promptly send to the United States (i) confirmation that publication of the newspaper notices has been arranged, and (ii) certifications of publication prepared by the newspapers within which the notices were published.

B. Defendants shall abide by and comply with the provisions of the proposed Final Judgment pending the Judgment's entry by the Court, or until expiration of time for all appeals of any Court ruling declining entry of the proposed Final Judgment, and shall, from the date of the signing of this Stipulation by the parties, comply with all the terms and provisions of the proposed Final Judgment. The United States shall have the full rights and enforcement powers in the proposed Final Judgment, including Sections XIV and XVIII, as though the same were in full force and effect as the Final order of the Court.

C. T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall not consummate the transaction sought to be enjoined by the Complaint herein before the Court has signed this Stipulation and Order.

D. This Stipulation and Order shall apply with equal force and effect to any amended proposed Final Judgment agreed upon in writing by the parties and submitted to the Court.

E. In the event (i) the United States has withdrawn its consent, as provided in Paragraph IV(A) above, or (ii) the proposed Final Judgment is not entered pursuant to this Stipulation and Order, the time has expired for all appeals of any Court ruling declining entry of the proposed Final Judgment, and the Court has not otherwise ordered continued compliance with the terms and provisions of the proposed Final Judgment, then the parties are released from

all further obligations under this Stipulation and Order, and the making of this Stipulation and Order shall be without prejudice to any party in this or any other proceeding.

F. Defendants represent that the divestitures and other relief ordered in the proposed Final Judgment can and will be completed, and that Defendants will not later raise any claim of mistake, hardship or difficulty of compliance as grounds for asking the Court to modify any of the provisions contained therein.

V. JOINDER OF DISH AS A DEFENDANT

It is hereby stipulated and agreed by and between Plaintiff and Defendants that, upon approval and entry by the Court, DISH be added as a Defendant in this action for purposes of settlement and for entry and enforcement of the proposed Final Judgment.

VI. PRESERVATION OF THE PREPAID ASSETS

Until the divestitures of the Prepaid Assets required by the proposed Final Judgment have been accomplished:

A. T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall preserve, maintain, and, pursuant to Paragraph VI(I) below, operate the Prepaid Assets as independent, ongoing, economically viable competitive businesses. Defendants shall not coordinate their production, marketing, or terms of sale of any products with those produced by or sold under any of the Prepaid Assets.

B. T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall take all steps necessary to ensure that (i) the Prepaid Assets will be maintained and operated as an ongoing, economically viable and active competitor in the retail mobile wireless service business; (ii) management of the Prepaid Assets will not be influenced by T-Mobile, Sprint, Deutsche Telekom, and SoftBank;

and (iii) competitively sensitive sales, marketing and pricing information, and decision-making concerning production, distribution, of sales of products by or under any of the Prepaid Assets will be kept separate and apart from T-Mobile's, Sprint's, Deutsche Telekom's, and SoftBank's other operations.

C. T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall use all reasonable efforts to maintain and increase the sales and revenues of the products and services sold using the Prepaid Assets and shall maintain at 2018 levels or previously approved levels for 2019, whichever are higher, all promotional, advertising, sales, technical assistance, marketing, and merchandising support for the Prepaid Assets. T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall also ensure that all plans and efforts to improve current products sold by Sprint using the Prepaid Assets are continued.

D. T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall provide sufficient working capital and lines and sources of credit to continue to maintain the Prepaid Assets as economically viable and competitive, ongoing businesses, consistent with the requirements of Paragraph VI(A) and Paragraph VI(B) of this Stipulation and Order.

E. T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall take all steps necessary to ensure that the Prepaid Assets are fully maintained in operable condition at no less than current capacity and sales, and shall maintain and adhere to normal repair and maintenance schedules for the Prepaid Assets.

F. T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall not, except (i) as part of a divestiture approved by the United States in accordance with the terms of the proposed Final Judgment or (ii) in the ordinary course of business consistent with past practice (e.g., the

ordinary course sale of inventory), remove, sell, lease, assign, transfer, pledge, or otherwise dispose of any of the Prepaid Assets.

G. To the extent consistent with past practices, T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall maintain, in accordance with sound accounting principles, accurate, and complete financial ledgers, books, and records that report on a periodic basis, such as the last business day of every month, the assets, liabilities, expenses, revenues, and income of the Prepaid Assets.

H. Defendants shall take no action that would jeopardize, delay, or impede the sale of the Prepaid Assets.

I. The Prepaid Assets Personnel shall not be transferred or reassigned to other areas within the company except for transfer bids initiated by Prepaid Assets Personnel pursuant to Sprint's regular, established job posting policy. T-Mobile and Sprint shall provide the United States with ten (10) business days' advance notice of such transfer.

J. Subject to the approval of the United States, T-Mobile and Sprint shall appoint a person or persons to oversee the Prepaid Assets, and who will be responsible for T-Mobile and Sprint's compliance with this Section. This person or persons shall have complete managerial responsibility for the Prepaid Assets, subject to the provisions of the proposed Final Judgment, and shall make all business decisions relating to the operations of the Prepaid Assets, including all production, sale, pricing, and discounting decisions, independent of T-Mobile, Deutsche Telekom, Sprint, and SoftBank. In the event any such person or persons is unable to perform his or her duties, T-Mobile and Sprint shall appoint, subject to the approval of the United States, a replacement within ten (10) business days. Should T-Mobile and Sprint fail to appoint a

replacement acceptable to the United States within this time period, the United States shall appoint a replacement.

VII. PRESERVATION OF THE SPECTRUM ASSETS

Until the divestitures of the Spectrum Assets required by the proposed Final Judgment have been accomplished:

A. T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall preserve, maintain, and continue to operate the Spectrum Assets.

B. T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall not, except as part of a divestiture approved by the United States in accordance with the terms of the proposed Final Judgment, remove, sell, lease, assign, transfer, pledge, or otherwise dispose of any of the Spectrum Assets.

C. Defendants shall take no action that would jeopardize, delay, or impede the transfer of the Spectrum Assets.

VIII. PRESERVATION OF THE CELL SITE AND RETAIL ASSETS

Until the divestitures of the Cell Site and Retail Assets required by the proposed Final Judgment have been accomplished:

A. T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall preserve, maintain, and continue to operate the Cell Site and Retail Assets.

D. T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall take all steps necessary to ensure that the Cell Site and Retail Assets are fully maintained in operable condition.

E. T-Mobile, Sprint, Deutsche Telekom, and SoftBank shall not, except as part of a divestiture approved by the United States in accordance with the terms of the proposed Final

Judgment, remove, sell, lease, assign, transfer, pledge, or otherwise dispose of any of the Cell Site and Retail Assets.

G. Defendants shall take no action that would jeopardize, delay, or impede the sale of the Cell Site and Retail Assets.

IX. DURATION OF OBLIGATIONS

A. The obligations of Defendants under Section VI, VII, and VIII of this Stipulation and Order shall remain in effect until (i) consummation of the divestitures required by the proposed Final Judgment or (ii) until further order of the Court. If the United States voluntarily dismisses the Complaint in this matter, Defendants are released from all further obligations under this Stipulation and Order.

B. Notwithstanding anything herein to the contrary, SoftBank's obligations under Sections VI, VII, and VIII of this Stipulation and Order shall cease as of the completion of the merger of T-Mobile and Sprint, provided that, in no event shall SoftBank delay or impede Sprint, T-Mobile, or Deutsche Telekom from complying with their respective obligations under this Stipulation and Order.

Dated: 7/26/19

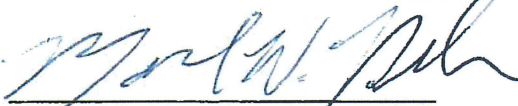
Respectfully submitted,

FOR PLAINTIFF
UNITED STATES OF AMERICA:



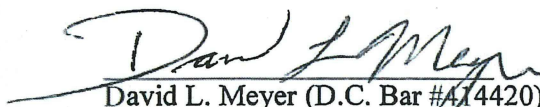
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ORDER

IT IS SO ORDERED by the Court, this _____ day of _____, 2019.

United States District Judge

EXHIBIT 3

T-MOBILE USA FORM 8-K