



Dated: November 26, 2013, 02:20 PM

The following is ORDERED:

A handwritten signature in black ink, appearing to read "Niles Jackson".

Niles Jackson
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF OKLAHOMA

In re:

Stelera Wireless, LLC,

Debtor-in-Possession.

Chapter 11

Case No. 13-13267

**ORDER (A) APPROVING THE SALE AND THE ASSUMPTION AND
ASSIGNMENT OF THE DEBTOR'S FCC LICENSES FREE AND CLEAR
OF LIENS AND CLAIMS TO PURCHASER, (B) AUTHORIZING AND
APPROVING THE LICENSE PURCHASE AGREEMENT WITH RESPECT
THERE TO AND (C) GRANTING RELATED RELIEF**

Upon the *Motion to Sell Property Free and Clear of Liens, Claims and Encumbrances*, to Waive the 14-Day Stay of Bankruptcy Rule 6004(h) and Notice of Opportunity for Hearing [Docket No. 44] (the "**Sale Motion**") and the *Motion to Assume and Assign Certain FCC Licenses with Brief in Support and Notice of Opportunity for Hearing* as amended on the record at the Sale Hearing [Docket No. 48] (the "**Assumption Motion**", and together with the Sale Motion, collectively, the "**Motions**") filed by Stelera Wireless, LLC as debtor and debtor in

possession (the “**Debtor**”) for entry of an order approving (i) the “Successful Bid” (as defined in the Bidding Procedures)¹ of AT&T Mobility Spectrum LLC (“**Purchaser**”), (ii) the Backup Purchase Price (as defined in the Bidding Procedures) of Atlantic Tele-Network, Inc. (“**Stalking Horse Purchaser**”), (iii) the Stalking Horse Purchaser as the Backup Bidder (as defined in the Bidding Procedures), (iv) the assumption and assignment, and sale, by the Debtor of the FCC Licenses identified in the Sale Documents (as defined below) to Purchaser, and to the extent Purchaser fails to close, to the Stalking Horse Purchaser, free and clear of all Liens and Claims (each as defined below) with such Liens and Claims to attach to the proceeds of the sale, (v) the form of the License Purchase Agreement dated November 22, 2013 between the Seller and Purchaser attached hereto as Exhibit A (the “**Purchase Agreement**” and, together with all related exhibits, attachments and ancillary agreements, the “**Sale Documents**”), and (vi) such other relief in relation to the Sale (as defined below) contemplated herein (the “**Sale Order**”); Purchaser having presented the highest and otherwise best bid for the FCC Licenses² at the Auction (as defined in the Bidding Procedures); the Debtor having executed the Purchase Agreement; a hearing on the Motions having been held on November 22, 2013 (the “**Sale Hearing**”); all interested parties having been afforded an opportunity to be heard with respect to the Motions and all relief related thereto; and it appearing that the Court has jurisdiction over this matter; and the Court having determined that the relief requested by the Motions is proper, lawful, necessary, appropriate and in the best interests of the Debtor, its estate, creditors, equity

¹ Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Purchase Agreement (as defined below) and to the extent of any inconsistency between the Purchase Agreement and this Sale Order (as defined below), this Sale Order shall govern in all respects.

² As used herein, the term “FCC Licenses” may refer to the “Assigned Licenses” as described in the Purchase Agreement at section 2.1 as the context requires. Pursuant to the Purchase Agreement, Purchaser may elect to purchase less than all of the FCC Licenses, and only those FCC Licenses that are purchased are “Assigned Licenses”. Any FCC Licenses that Purchaser fails to purchase shall remain with Debtor and the purchase price shall not be adjusted if less than all FCC Licenses are purchased.

holders, and all parties-in-interest; and the Court having considered the Motions, any objections filed thereto, the statements of counsel, and any testimony or offer of proof as to testimony that may have been presented at the Sale Hearing and any other responses and objections to the Motions having been withdrawn, resolved, or overruled by this Sale Order; and the Court having determined that the legal and factual bases set forth in the Motions and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor; it is hereby **FOUND AND DETERMINED THAT:**³

A. The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. The Bankruptcy Court has jurisdiction to consider the Motions, each of the transactions contemplated by the Sale Documents and the other relief requested in the Motions (collectively, the "**Sale**") pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this chapter 11 case and the Motions in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Actual written notice of the Sale Hearing, the Motions, and the Sale, and a reasonable opportunity to object or to be heard with respect to the Motions and the relief requested therein has been afforded to all interested parties and entities, including, but not limited to: (i) the U.S. Trustee; (ii) counsel to any of the Debtor's prepetition lenders; (iii) counsel to any of the Debtor's postpetition lenders; (iv) all parties that have requested special notice pursuant to Bankruptcy Rule 2002; (v) the Stalking Horse Purchaser and its counsel; (vi) Purchaser and its counsel; (vii) all persons or entities known or reasonably believed

³ To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

to have asserted a Lien on or Claim (each as defined below) in any of the FCC Licenses; (viii) federal, state and local taxing authorities who have a reasonably known interest in the relief requested by the Motions, including the Internal Revenue Service; and (ix) all persons or entities known or reasonably believed to have expressed an interest in acquiring the FCC Licenses that are the subject of the Purchase Agreement.

D. As evidenced by the certificates and affidavits of service previously filed with the Clerk of the Bankruptcy Court, and based on the representations of counsel at the Sale Hearing: (i) proper, timely, adequate and sufficient notice of the Motions, the Sale Hearing, and the Sale, has been provided in accordance with sections 102(1), 105(a), 363 and 365 of the Bankruptcy Code and Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules; (ii) such notice was good and sufficient, and appropriate under the particular circumstances; and (iii) no other or further notice of the Motions, the Sale Hearing or the Sale, is or shall be required.

E. The statutory predicates for the relief sought in the Motions are sections 363, 365 and 105(a) of the Bankruptcy Code. In addition, the relief requested in the Motions is appropriate under Bankruptcy Rules 2002, 6004, 6006, 9006 and 9014.

F. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. section 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Bankruptcy Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

Highest and Best Offer

G. The Debtor has complied in all material respects with the Bidding Procedures Order and has duly and properly implemented the procedures contemplated thereby which has resulted in a fair and equitable sale process. In accordance with the Bidding Procedures Order, potential bidders were afforded a reasonable opportunity to submit competing bids by 4:00 p.m. on November 12, 2013. In accordance with the Bidding Procedures Order and the Bidding Procedures provided thereunder, the Auction occurred on November 20, 2013.

H. The Debtor has demonstrated a sufficient basis, sound business reasons and the existence of exigent circumstances requiring it to sell and assign the FCC Licenses under sections 363 and 365 of the Bankruptcy Code pursuant to the terms of the Purchase Agreement and outside of a plan of reorganization, and the consummation of the Sale contemplated thereby is an appropriate exercise of the Debtor's business judgment and in the best interests of the Debtor, its creditors, its estate and other parties in interest.

I. Based upon the results of the Auction, the Debtor determined that the consideration provided by Purchaser pursuant to the terms of the Purchase Agreement: (i) is fair and reasonable; (ii) is the highest and otherwise best offer for the FCC Licenses; and (iii) will provide a greater recovery for the Debtor's estate than would be provided by any other available alternative.

J. The Debtor afforded interested potential buyers a full, fair and reasonable opportunity to make a higher and better offer to purchase the FCC Licenses, and provided potential buyers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the FCC Licenses. In accordance with the Bidding Procedures and the License Purchase Agreement of the Stalking Horse Purchaser [Docket No. 43-1] (the

“Stalking Horse LPA”), the Stalking Horse Purchaser is the “Backup Bidder” (as defined in the Bidding Procedures) for the FCC Licenses.

K. The Debtor’s determination that the Purchase Agreement constitutes the highest and best offer for the FCC Licenses constitutes a valid and sound exercise of the Debtor’s business judgment pursuant to sections 363(b) and 363(f) of the Bankruptcy Code.

L. Adequate assurance exists that the Purchaser will fully perform all future obligations under the FCC Licenses to be sold and assigned to the Purchaser under the Purchase Agreement.

Good Faith Purchaser

M. The Debtor and the Purchaser have acted in good faith and in accordance with applicable law. The Purchaser is not an “insider” or otherwise an “affiliate” of the Debtor (as such terms are defined in section 101 of the Bankruptcy Code). The Sale Documents were negotiated, proposed and entered into by the Debtor, on the one hand, and the Purchaser on the other hand, without collusion, in good faith, and from arm’s-length bargaining positions. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit all or any part of the Sale or any obligation of the Debtor under the Sale Documents to be avoided under section 363(n) of the Bankruptcy Code.

N. The Purchaser is a buyer in good faith within the meaning of section 363(m) of the Bankruptcy Code and the decisions thereunder, and, as such, is entitled to the full protections afforded thereby, and otherwise has proceeded in good faith in all respects in connection with the Sale in that: (a) the Purchaser recognized that the Debtor was free to deal with the other potential parties interested in acquiring the FCC Licenses; (b) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale

have been disclosed; (c) the Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (d) no common identity of directors or controlling stockholders exists between the Purchaser on the one hand, and the Debtor, on the other hand; and (e) the negotiation and execution of the Purchase Agreement and other Sale Documents related thereto were at arm's-length and in good faith and without collusion. The Purchaser will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in Closing the Sale.

No Fraudulent Transfer

O. The Purchase Price constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia.

Validity of Transfer

P. The Debtor had and has full authority and power to execute and deliver the Sale Documents, to perform its obligations thereunder, and to consummate the transactions contemplated thereby and the execution, delivery and performance of the Sale Documents to be executed and delivered by the Debtor and the sale and assignment of the FCC Licenses, pursuant to the Purchase Agreement, has been duly and validly authorized by all necessary action. No other consents or approvals are necessary or required for the Debtor to enter into the Sale Documents, perform its obligations thereunder and consummate the transactions contemplated thereby.

Q. On the Closing Date, the Debtor's transfer of the FCC Licenses will be a legal, valid and effective transfer that will vest the Purchaser with all of the Debtor's rights, title, and interests in the FCC Licenses free and clear of all Liens and Claims (each as defined below) including but not limited to those that relate to Taxes arising under or out of, in connection with,

or in any way relating to the operation or use of the FCC Licenses prior to the Closing Date (including, without limitation, any and all liens which may arise under any state and federal law statute by reason of the Debtor's or Purchaser's failure to comply with any other applicable statute relating to bulk or bulk sales laws).

R. The Purchaser would not have entered into the Purchase Agreement and would not consummate the Sale contemplated thereby, thus adversely affecting the Debtor, its estate, and its creditors, if the transfer of the FCC Licenses was not free and clear of all Liens and Claims (each as defined below) of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of such Liens and Claims. As used herein, the term "Lien" or "Liens" means any mortgage, lien, pledge, charge, or other security interest, encumbrance, easement, encroachment, servitude, conditional sales contract, reversionary interest, transfer restriction, right of first option, right of first refusal or similar restriction, including any restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, voting trust agreement, preemptive right, cause of action, option, right of way, or other adverse claim, defect of title, limitation or restriction of any type or nature whatsoever. Further, as used herein, the term "Claim" or "Claims" means any and all claims, rights, guarantees, judgments, demands, legal proceedings, defects, ownership interests, liabilities, obligations, interests, Taxes, levies, charges, assessments, defenses, setoffs, recoupments, title retention contracts, leases, subleases, agreements, commitments, restrictions of all kinds, and any other claims or encumbrances of whatever kind or nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of the Bankruptcy Case, and whether imposed by agreement, understanding, law, equity or otherwise, including but not limited to those (i) arising under doctrines of successor liability, (ii) that purport to give to any

party a right or option to effect any forfeiture, modification, or termination of the Seller's interest in such assets or contracts, or any similar rights and/or (iii) that relate to Taxes arising under or out of, in connection with, or in any way relating to the operation of the Seller or use of the Seller's assets prior to the Closing Date (including, without limitation, any and all liens which may arise under any state and federal law statute by reason of the Seller's failure to comply with any other applicable statute relating to bulk or bulk sales laws).

Sections 363(f) and 365 are Satisfied

S. The Debtor may sell the FCC Licenses free and clear of all Liens and Claims against the Debtor, its estate or any of the FCC Licenses because in each case, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Holders of Liens and Claims who did not object, or who withdrew their objections, to either or both of the Motions, the Purchase Agreement or the Sale are deemed to have consented pursuant to sections 363(f)(2) and 365 of the Bankruptcy Code. Holders of Liens and Claims who did object to either or both of the Motions, the Purchase Agreement or the Sale fall within one or more of the other subsections of sections 363(f) and 365 of the Bankruptcy Code and are not entitled to adequate protection or are adequately protected by having their respective Liens and Claims, if any, attach to the cash proceeds of the Sale.

T. Notwithstanding any requirement for approval or consent by any person other than the Federal Communications Commission (the "**FCC**"), the transfer and assignment of the FCC Licenses to the Purchaser is a legal, valid and effective transfer of the FCC Licenses.

U. The Debtor and the Purchaser have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1) and 365(f)(2), in connection with the Sale and the assumption and assignment of the FCC Licenses by the

Debtor to Purchaser. The Purchaser has demonstrated adequate assurance of future performance with respect to all the FCC Licenses.

V. The transfer of the FCC Licenses to the Purchaser shall in no way impose any liability or obligation upon the Purchaser for Liens or Claims related to the Debtor's operation of its business or use of the FCC Licenses prior to the Closing Date or by reason of such transfer under the laws of the United States, any state, territory or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity, including without limitation, any theory of antitrust, successor or transferee liability. The Purchaser shall not be deemed, as a result of any action taken in connection with the Sale of the FCC Licenses, to (i) be a successor (or other such similarly situated party) to the Debtor or (ii) have, *de facto* or otherwise, merged with or into the Debtor. The Purchaser is not acquiring or assuming any liability, warranty or other obligation of the Debtor.

Compelling Circumstances for an Immediate Sale

W. To maximize the value of the assets and recovery to the Debtor's estates, it is essential that the Sale occur within the time constraints set forth in the Purchase Agreement. Time is of the essence in consummating the Sale.

X. The Purchaser will be acting in good faith pursuant to section 363(m) of the Bankruptcy Code in Closing the transactions contemplated by the Purchase Agreement, and cause has been shown as to why this Sale Order should not be subject to the stays provided by Bankruptcy Rules 6004(g) and 6006(d).

Y. The Sale of the FCC Licenses pursuant to the Sale Documents is reasonable and necessary under the facts and circumstances of this bankruptcy case.

NOW THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

General Provisions

1. The relief requested in the Motions is granted and approved, and the Sale contemplated thereby is approved as set forth in this Sale Order. All objections to the entry of this Sale Order or the relief provided herein that have not been withdrawn, waived, settled, or specifically addressed in this Sale Order, and all reservations of rights included in such objections, are overruled in all respects on the merits and denied. The *Objection and Response of the Official Unsecured Creditors' Committee to the Motion to Sell Property Free and Clear of Liens, Claims and Encumbrances, to Waiver the 14-Day Stay of Bankruptcy Rule 6004(h) and Notice of Opportunity for Hearing [Dkt. No. 44]* filed October 17, 2013 (Doc. 179) is hereby withdrawn.⁴

Approval of the Sale Documents

2. The Sale Documents, and all of the terms and conditions thereof, are hereby approved.

3. Pursuant to sections 363(b), 363(f) and 365 of the Bankruptcy Code, the Debtor is authorized and directed to consummate the Sale in accordance with the terms and conditions of the Sale Documents without further application to or order of this Bankruptcy Court.

4. The Debtor is further authorized and directed to take such steps and to execute such documents as are reasonably necessary to consummate the Sale and give effect to the transfers and transactions contemplated under the Sale Documents, and to take all further actions as may be reasonably requested by the Purchaser for the purpose of assuming and assigning,

⁴ All sale proceeds -- other than such proceeds which are necessary to pay to the Stalking Horse Purchaser the full amounts of both the Breakup Fee and the Expense Reimbursement (both as defined in the Bidding Procedures) -- will be held for distribution pursuant to a confirmed Chapter 11 plan or further order of the Court after hearing on notice.

transferring, granting, conveying and conferring to the Purchaser the FCC Licenses, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Sale Documents. The Closing of the Sale of the FCC Licenses shall be held after satisfaction and fulfillment of or waiver of, the conditions to the Closing set forth in the Purchase Agreement.

5. Notwithstanding anything contained in this Sale Order, the Stalking Horse LPA, the Bidding Procedures, the Bidding Procedures Order or any other order of this Court to the contrary, (a) the Stalking Horse Purchaser shall serve as the Backup Bidder (as defined in the Bidding Procedures) until the earlier of the date that is three hundred and sixty-five (365) days after November 20, 2013 or the date of the Closing of the Sale to Purchaser (the “**Backup Bid Period**”), (b) if, during the Backup Bid Period, the Stalking Horse Purchaser is designated the Successful Bidder by the Debtor pursuant to and as defined in the Bidding Procedures, then all references in this Sale Order to “Purchaser,” “Purchase Agreement” and “Sale Documents” shall mean, and apply equally to, the Stalking Horse Purchaser, the Stalking Horse LPA and the Stalking Horse LPA together with all related exhibits, attachments and ancillary agreements, respectively, and the Stalking Horse Purchaser shall be required to purchase the FCC Licenses for the Backup Purchase Price (as defined in the Stalking Horse LPA) without further application to or order of this Court, and (c) at the Closing of the Sale with the Purchaser, and upon receipt by the Debtor of the Sale proceeds from the Purchaser, the Debtor shall immediately pay to the Stalking Horse Purchaser the full amounts of both the Breakup Fee and the Expense Reimbursement (both as defined in the Bidding Procedures).

6. The terms and provisions of this Sale Order shall be binding in all respects upon the Debtor, its Affiliates, its estate, all known or unknown creditors of, and all known or unknown holders of equity interests in, the Debtor, any holders of Liens or Claims against the

Debtor, or in or on all or any portion of the FCC Licenses, the Purchaser, its Affiliates and all successors and assigns of the Purchaser, the Stalking Horse Purchaser, its Affiliates and all successors and assigns of the Stalking Horse Purchaser, and any trustees, if any, subsequently appointed in the Debtor's chapter 11 case or upon a conversion to chapter 7 under the Bankruptcy Code of the Debtor's bankruptcy case. This Sale Order and the Sale Documents shall inure to the benefit of the Debtor, its Affiliates, its estate, the Purchaser, its Affiliates, the Stalking Horse Purchaser and their respective successors and assigns. The Sale Documents shall not be subject to rejection.

Transfer of FCC Licenses

7. The transfer and assignment of the FCC Licenses to the Purchaser shall constitute a legal, valid and effective transfer. Right, title and interest in and to the FCC Licenses shall pass to the Purchaser at Closing free and clear of all Liens and Claims pursuant to section 363(f) of the Bankruptcy Code, with all such Liens and Claims upon the FCC Licenses to be unconditionally and irrevocably released, discharged and terminated; provided, however, that all such Liens and Claims shall attach to the cash proceeds of the Sale of the FCC Licenses with the same extent, validity and priority as existed with respect to the FCC Licenses prior to the Closing, subject to any claims and defenses the Debtor may possess with respect thereto.

8. Except as expressly permitted or otherwise specifically provided by this Sale Order, all persons and entities holding Liens or Claims against, arising under or out of, in connection with, or in any way relating to, the Debtor, the operation of the Debtor's business prior to the Closing Date, the FCC Licenses, or the transfer of the FCC Licenses to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against the Purchaser, its Affiliates or its successors or assigns, or the property or assets of any of them,

such persons' or entities' Liens or Claims. On the Closing Date, each creditor and holder of any Lien or Claim is authorized and directed to execute such documents and take all other actions as may be necessary to release any Liens or Claims on the FCC Licenses, if any, as provided for herein.

9. Notwithstanding any other provision of this Sale Order or any other order of this Court, no assignment of any rights and interests of the Debtor in any federal license or authorization issued by the FCC shall take place prior to the issuance of FCC regulatory approval for such assignment pursuant to the Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder. The FCC's rights and powers to take any action pursuant to its regulatory authority, including, but not limited to, imposing any regulatory conditions on such assignments and setting any regulatory fines or forfeitures, are fully preserved, and nothing herein shall proscribe or constrain the FCC's exercise of such power or authority to the extent provided by law.

Additional Sale Provisions

10. The provisions of this Sale Order authorizing the sale and assignment of the FCC Licenses by the Debtor free and clear of Liens and Claims to the extent hereinafter provided (with such Liens and Claims to attach to the cash proceeds of the sale of the FCC Licenses), shall be self-executing, and neither the Debtor, the Purchaser nor any other party shall be required to execute or file releases, termination statements, assignments, cancellations, consents or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such sale and assignment; provided, however, that this paragraph shall not excuse such parties from performing any and all of their respective obligations under the Sale Documents.

11. This Sale Order (a) shall be effective as a determination that, on the Closing Date, all Liens and Claims of any kind or nature whatsoever existing with respect to the FCC Licenses prior to the Closing have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all persons and entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of such assets or contracts, and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

12. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale transactions authorized herein.

13. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Liens with respect to the Debtor or the FCC Licenses shall not have delivered to the Debtor and the Purchaser prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens which the person or entity has with respect to the Debtor or the FCC Licenses, or otherwise, then (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such assets and contracts, and (b) the Purchaser is hereby

authorized, at its cost, to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens and termination of all Claims in the FCC Licenses of any kind or nature whatsoever.

14. The Purchaser shall have no liability or responsibility for any liability, debt or other obligation of the Debtor arising under or related to the Debtor's business or the FCC Licenses. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein, the Purchaser shall not be liable for any Liens or Claims against or in the Debtor or any of its predecessors or Affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtor or any obligations of the Debtor arising prior to the Closing Date, including, but not limited to, (a) liabilities on account of any Taxes arising, accruing or payable under, out of, in connection with or in any way relating to the operation of the Debtor's business or the FCC Licenses prior to the Closing Date, and (b) liabilities based on any theory of antitrust, successor or transferee liability, *de facto* merger or substantial continuity based on conduct, actions, or events arising prior to the Closing Date.

15. Under no circumstances shall the Purchaser be deemed a successor of or to the Debtor for any Lien or Claim against or in the Debtor, the Debtor's business or the FCC Licenses of any kind or nature whatsoever. The sale, transfer, assignment and delivery of the FCC Licenses shall not be subject to any Liens or Claims, and Liens or Claims of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtor. All persons or entities holding Liens or Claims against or in the Debtor or the FCC Licenses of any kind or

nature whatsoever (including, but not limited to, the Debtor and/or its successors (including any trustee)), creditors, employees, unions, former employees, equity holders, administrative agencies, governmental units, secretaries of state, federal, state and local officials, including those maintaining any authority relating to any environmental, health and safety laws, and the successors and assigns of each of the foregoing) shall be, and hereby are, forever barred, estopped and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Liens or Claims of any kind or nature whatsoever against the Purchaser, its Affiliates, its successors and assigns, or the property or assets of any of them, or the FCC Licenses, as an alleged successor or otherwise, with respect to any Lien or Claim of any kind or nature whatsoever such person or entity had, has or may have against or in the Debtor, or its estate, officers, directors, equity holders or the FCC Licenses. Following the Closing Date, no holder of a Lien or Claim in or against the Debtor or its estate shall interfere with the Purchaser's title to or use and enjoyment of the FCC Licenses based on or related to such Liens or Claims, or any actions that the Debtor may take in its chapter 11 case.

Additional Provisions

16. The consideration provided by the Purchaser for the FCC Licenses purchased pursuant to the Purchase Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. The sale and assignment of the FCC Licenses to the Purchaser pursuant to the Purchase Agreement and this Sale Order is free from any fraudulent intent, purpose or desire on the part of the Purchaser or the Debtor to escape liability for any obligations of the Debtor or for the purpose of hindering, delaying or defrauding

creditors under the Bankruptcy Code under the laws of the United States, any state, territory, possession, or the District of Columbia.

17. The Purchaser is hereby granted and is entitled to the protections provided to a good faith buyer under section 363(m) of the Bankruptcy Code with respect to the transfer and assignment of the FCC Licenses and consummation of the Sale Documents as determined by this Sale Order. Pursuant to section 363(m) of the Bankruptcy Code, the reversal or modification of this Sale Order on appeal shall not affect the validity of the Sale and transfer of the FCC Licenses to the Purchaser.

18. The transactions contemplated in the Sale Documents may not be avoided, and no damages may be assessed against the Purchaser under section 363(n) of the Bankruptcy Code.

19. The provisions of this Sale Order and any actions taken pursuant hereto shall survive the entry of any order which may be entered confirming any plan of reorganization or liquidation for the Debtor, or which may be entered converting the Debtor's case from chapter 11 to chapter 7 and shall be binding on any trustee or successor trustee. The Debtor shall not file, nor seek to confirm, any plan of reorganization or liquidation in this case or take any action that is inconsistent with the Purchase Agreement or the Debtor's obligations arising thereunder or that impairs in any way the Purchaser's rights or remedies thereunder.

20. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend the FCC Licenses that are sold and assigned to the Purchaser on account of the filing or pendency of this chapter 11 case or the consummation of the transactions contemplated by the Purchase Agreement.

21. The Sale Documents and the transactions and instruments contemplated thereby shall be specifically enforceable against and binding upon, and not be subject to rejection or

avoidance by, the Debtor, its Affiliates, its estate or any successor, assign, or trustee of the Debtor, and shall be binding in all respects upon any affected third parties including, but not limited to, all persons or entities asserting Liens or Claims in the FCC Licenses to be sold and assigned to the Purchaser pursuant to the Sale Documents.

22. Notwithstanding Bankruptcy Rules 7062, 9014, 6004(h) and 6006(d), this Sale Order shall not be stayed for 14 days after the entry of the Sale Order and shall be effective and enforceable immediately upon entry.

23. The Bankruptcy Court shall retain exclusive jurisdiction over any matter or dispute arising from or relating to the implementation of this Sale Order as well as to enforce and implement the terms and provisions of the Sale Documents, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including but not limited to, retaining jurisdiction to: (a) compel delivery of the FCC Licenses to the Purchaser; (b) to implement, interpret, consummate, enforce and/or effectuate the provisions of this Sale Order, the Sale Documents, and all agreements arising out of, related to, or approved pursuant to this Sale Order; (c) resolve any disputes arising under or related to the Sale Documents; (d) enter orders in aid or furtherance of the transactions contemplated in the Sale Documents or to ensure the peaceful use, possession and enjoyment of the FCC Licenses by the Purchaser; (e) protect the Purchaser against any Lien or Claim in the Debtor or the FCC Licenses, of any kind or nature whatsoever, attaching to the cash proceeds of the Sale; and (f) resolve any disputes related to, or enter orders in aid or furtherance of, the payments by the Debtor of the Break Up Fee and/or the Expense Reimbursement to the Stalking Horse Purchaser.

24. The Purchase Agreement and any other Sale Document may be waived, modified, amended, or supplemented by the parties thereto, in a writing signed by all parties, and in

accordance with the terms thereof, without further action of the Bankruptcy Court; provided, however, that any such waiver, modification, amendment, or supplement does not have a material adverse effect on the Debtor's estate.

25. The failure specifically to include any particular provisions of the Sale Documents in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Bankruptcy Court, the Debtor and the Purchaser that the Sale Documents are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order. Likewise, all of the provisions of this Sale Order are nonseverable and mutually dependent.

###

APPROVED:

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ATTORNEYS FOR THE UNSECURED
CREDITORS' COMMITTEE

LICENSE PURCHASE AGREEMENT

between

STELERA WIRELESS, LLC, Debtor in Possession

and

AT&T MOBILITY SPECTRUM LLC



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LICENSE PURCHASE AGREEMENT

THIS LICENSE PURCHASE AGREEMENT ("Agreement"), dated as of November 22, 2013, is entered into by and between STELERA WIRELESS, LLC, a Delaware limited liability company (as in existence on the date hereof, as a "Debtor in Possession" in the Bankruptcy Case, "Seller"), and AT&T MOBILITY SPECTRUM LLC, a Delaware limited liability company ("Buyer").

RECITALS

WHEREAS, Seller holds the Advanced Wireless Services ("AWS") licenses set forth in Schedule A (individually, an "FCC License", or collectively the "FCC Licenses") granted by the Federal Communications Commission (the "FCC") for the markets set forth in such schedule (the "Markets");

WHEREAS, the United States of America, on behalf of itself and by and through the Department of Agriculture, Rural Utilities Service and the Department of Justice (the "Government"), has loaned funds to Seller, and the Government has a first and preferred security interest in the FCC Licenses and all of Seller's assets as security for repayment of its loan to Seller (the "Government Security Interest");

WHEREAS, on June 30, 2013, Seller's past-due payment obligation to the Government for the Government's loan to Seller to acquire certain FCC licenses, including the FCC Licenses, and to fund its operations (the "Government Loan") amounted to Twenty Three Million Nine Hundred Forty-Seven Thousand Four Hundred Eighty Dollars and Nine Cents (\$23,947,480.09);

WHEREAS, on April 30, 2013, Seller discharged substantially all of its employees and provided written notification to its customers that, due to unsustainable business losses and third-party actions that are beyond its control, in the near future Seller would become unable to provide broadband Internet access service to them. Said notification also stated that effective April 30, 2013, Seller stopped billing customers for the next month's service. Seller terminated service to all of its customers at midnight on May 31, 2013;

WHEREAS, on July 18, 2013, Seller filed appropriate documents in the United States Bankruptcy Court for the Western District of Oklahoma (the "Bankruptcy Court") to seek Chapter 11 Bankruptcy protection under title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") and commencing a bankruptcy proceeding of Seller (the "Bankruptcy Case") and thereafter Seller filed a motion in the Bankruptcy Court to sell the FCC Licenses as Debtor in Possession to the Buyer through a Section 363 Bankruptcy sale transaction;

WHEREAS, Seller desires to sell, and Buyer desires to purchase, all of Seller's right, title and interest in and to the FCC Licenses through a Section 363 Bankruptcy sale transaction to be effectuated in the manner and subject to the terms and conditions set forth in this Agreement;

WHEREAS, pursuant to the Bidding Procedures approved by the Bankruptcy Court, and in connection with submitting its Bid (as defined in the Bidding Procedures) (the "Bid") for the FCC Licenses, the Buyer made a cash deposit in the amount of Four Hundred Thousand Dollars (\$400,000) into an escrow account designated by Seller at the Bank of Oklahoma (the "Good Faith Deposit");

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants, agreements and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

DEFINED TERMS

1.1 Terms Used in Agreement. When used in this Agreement, the following terms shall have the meanings assigned to them either in the respective specified sections of this Agreement or as defined in this Section 1.1:

<u>Term</u>	<u>Location</u>
Accommodator	4.3.5
Affiliate	3.1.2(b)
Agreement	Opening paragraph
Assigned Licenses	2.1
AWS	Recitals
Bankruptcy Case	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bid	Recitals
Bidding Procedures	4.1.9(a)
Bidding Procedures Order	4.1.9(a)
Broker	3.1.8
Business Day	1.1
Buyer	Opening paragraph
Buyer-Advanced Expenses	6.3
Buyer's Documents	3.2.1
Claims	1.1
Closing	2.5
Closing Date	2.5
Closing Payment	2.3
Code	4.3.5
Contemplated Transaction	2.1
Debtor in Possession	Recitals
Excluded License	2.1
FCC	Recitals
FCC License	Recitals
FCC Licenses	Recitals
Final Order	5.1.6
Good Faith Deposit	Recitals
Government	Recitals
Governmental Authority	3.1.2(b)
Government Loan	Recitals
Government Security Interest	Recitals
Including	6.14

Know	6.14
Knowledge.....	6.14
Liens	3.1.2(b)
Market	Recitals
Person	6.14
PSC.....	3.1.2(a)
Purchase Price	2.2
Related Party	3.1.7
Sale Order	4.1.9(a)
Seller.....	Opening paragraph
Seller Cost Sharing Obligations	2.4
Successful Bidder	Bidding Procedures Order
Successful Overbid Transaction	Bidding Procedures Order
Taxes	1.1
Transaction Documents	3.1.1

“Business Day” shall mean any day other than a Saturday, Sunday, federal holiday or day on which the FCC is closed or not open for a full day.

“Claims” shall mean any and all claims, rights, guarantees, judgments, demands, legal proceedings, defects, ownership interests, liabilities, obligations, interests, Taxes, levies, charges, assessments, defenses, setoffs, recoupments, title retention contracts, leases, subleases, agreements, commitments, restrictions of all kinds, and any other claims or encumbrances of whatever kind or nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of the Bankruptcy Case, and whether imposed by agreement, understanding, law, equity or otherwise, including but not limited to those (i) arising under doctrines of successor liability, (ii) that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the Seller’s interest in such assets or contracts, or any similar rights and/or (iii) that relate to Taxes arising under or out of, in connection with, or in any way relating to the operation of the Seller or use of the Seller’s assets prior to the Closing Date (including, without limitation, any and all liens which may arise under any state and federal law statute by reason of the Seller’s failure to comply with any other applicable statute relating to bulk or bulk sales laws).

“Tax” or “Taxes” shall mean (a) any federal, state, local or foreign income, gross receipts, net receipts, license, payroll, employment, excise, severance, stamp, property, customs duties, occupation, windfall profits, franchise, social security, privilege, profits, unemployment, withholding, disability, sales, use, transfer, value added, alternative or add on minimum or other tax, duty, assessment, levy, fee or similar governmental charge of any kind, including any interest, penalties or additions to Tax or additional amounts in respect of the foregoing, (b) any liability for payment of amounts described in clause (a) payable by reason of Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof) or any analogous or similar provision under law, as a result of successor or transferee liability, or being a member of an affiliated group for any period, or otherwise through operation of law, and (c) any liability for payment of amounts described in clauses (a) or (b) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement or any practice, policy or arrangement of indemnifying or to indemnify any other person for taxes.

ARTICLE II

THE TRANSACTION

2.1 Sale and Purchase of Assigned Licenses. Seller has filed for Chapter 11 Bankruptcy protection prior to the date of this Agreement. As contemplated by this Agreement, Buyer hereby agrees to purchase the Assigned Licenses (defined below) through a Section 363 sale in Seller's Bankruptcy Case under the terms and conditions provided in this Agreement. Subject to the terms and conditions herein set forth and pursuant to sections 105 and 363 of the Bankruptcy Code, at the Closing, Seller shall grant, sell, convey, assign, transfer and deliver to Buyer, free and clear of all Claims, Taxes and Liens (it being understood that any Liens which now or hereafter may attach to the FCC Licenses shall attach to the proceeds of sale in order of priority), and Buyer shall purchase from Seller, all right, title and interest of Seller in and to the Assigned Licenses. Anything herein to the contrary notwithstanding, Buyer shall have the right, exercisable at any time and from time to time, prior to the Closing by giving written notice to Seller, to exclude from the purchase and sale hereunder (including through partitioning and/or disaggregation) all or any portion of any or all of the FCC Licenses. The FCC Licenses exclusive of any such licenses or portions thereof which as of the Closing Buyer has elected to exclude from the purchase and sale are referred to herein as the "Assigned Licenses". If any Assigned License shall be revoked, canceled, terminated, not renewed, forfeited or materially impaired prior to Closing, Buyer, in its sole discretion and at its option, by written notice to Seller, shall be entitled to exclude any such Assigned License from the transactions contemplated by this Agreement (an "Excluded License"). If Buyer so excludes any such Assigned License, Buyer shall be entitled to proceed with the Closing with respect to all other Assigned Licenses and to receive a reduction of the Purchase Price equal to the portion of the Purchase Price allocable to such Excluded License based on the proportional value of such Excluded License relative to all Assigned Licenses as set forth on the attached Exhibit A. From and after exclusion pursuant to this Section 2.1, any such Excluded License shall no longer be subject to any of the terms and conditions of this Agreement and Buyer shall have no obligation to acquire such Excluded License and Seller shall have no obligation to sell such Excluded License to Buyer. The purchase and sale of the Assigned Licenses contemplated by this Section 2.1 is referred to herein as the "Contemplated Transaction".

2.2 Purchase Price. The aggregate purchase price to be paid by Buyer for the Assigned Licenses shall be Six Million Twenty Thousand Dollars (\$6,020,000) (the "Purchase Price"), which shall be payable by Buyer to Seller in accordance with Section 2.3.

2.3 Payment of Purchase Price. On the Closing Date, Buyer shall pay to Seller an amount (the "Closing Payment") equal to the Purchase Price, less the amount of the Good Faith Deposit and any Buyer-Advanced Expenses on a dollar-for-dollar basis.

The Closing Payment shall be paid by wire transfer of immediately available funds on the Closing Date to an escrow account which shall be designated by Seller no later than five Business Days prior to the Closing Date.

After consummation of the Contemplated Transaction, the Government shall have a first and preferred security interest on the Closing Payment proceeds paid to Seller in lieu of its first and preferred security interest in the FCC Licenses.

2.4 Microwave and BRS Clearing Obligations; No Assumption of Liabilities. All of

Seller's (i) cost sharing and relocation obligations (if any) to other AWS or Mobile Satellite Service licensees (or to microwave incumbents or Broadband Radio Service incumbents in the 2150-2160/62 MHz band) triggered by any build-out, commercial operation or use of any of the FCC Licenses by Seller or any of its Affiliates prior to the Closing or pursuant to any contract or agreement entered into by Seller or any of its Affiliates and (ii) microwave or Broadband Radio Service relocation obligations (if any) triggered by any build-out, commercial operation or use of any of the FCC Licenses by Seller or any of its Affiliates prior to the Closing or pursuant to any contract or agreement entered into by Seller or any of its Affiliates, other than those imposed by the FCC's rules upon all AWS licensees generally, none of which have been triggered by any action of Seller or of any prior holder of any of the FCC Licenses (collectively, "Seller Cost Sharing Obligations") shall remain Seller's obligation and responsibility, which shall be paid and discharged by Seller from the Closing Payment or otherwise, and shall not be assumed by or otherwise become the responsibility of Buyer, even if such costs and obligations are not brought to the attention of either Seller or Buyer until after the Closing. THIS IS A PURCHASE OF ASSETS ONLY AND BUYER SHALL NOT ASSUME OR BE BOUND BY OR RESPONSIBLE FOR ANY OBLIGATIONS OR LIABILITIES OF SELLER, ITS PREDECESSORS OR ITS SHAREHOLDERS OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE.

2.5 Closing. Unless this Agreement shall have been earlier terminated in accordance with the provisions of this Agreement, the closing under this Agreement (the "Closing") shall transpire via U.S. mail, recognized overnight courier, or electronic transmission. Should the parties mutually agree that an in-person closing is reasonably necessary, it shall take place at the offices of Seller's counsel, Christensen Law Group, P.L.L.C., 210 West Park Ave., Suite 700, Oklahoma City, OK 73102. The Closing shall occur at 10:00 a.m. local time on the date that is five Business Days after the satisfaction or waiver of the conditions set forth in this ARTICLE II and in ARTICLE V (except those conditions that by their nature will be satisfied at the Closing, but subject to the satisfaction of such conditions), or at such other time or place as may be mutually agreed upon in writing by Buyer and Seller. The date of the Closing is referred to herein as the "Closing Date."

2.6 Deliveries and Proceedings at Closing. At the Closing and subject to the terms and conditions herein contained:

(a) Deliveries by Seller. Seller shall deliver to Buyer the following:

- (i) An Instrument of Assignment conveying the Assigned Licenses to Buyer free and clear of all Liens in a form reasonably satisfactory to both parties, duly executed by Seller;
- (ii) written evidence of FCC approval of Seller's and Buyer's application to assign the Assigned Licenses to Buyer; and
- (iii) a certified copy of the Sale Order entered by the Bankruptcy Court that shall approve the transfer of the Assigned Licenses to Buyer free and clear of all Taxes, Liens and Claims.

(b) Deliveries by Buyer. Buyer shall deliver to Seller the Closing Payment in accordance with Section 2.3.

(c) Other Deliveries. The parties shall also deliver to each other the agreements, closing certificates, and other documents and instruments required to be delivered pursuant to this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

3.1.1 Organization and Authority of Seller. Seller is a limited liability company organized under the laws of the State of Delaware. Seller's principal place of business is in the State of Oklahoma. Seller has registered to do business as a foreign limited liability company in the States of Oklahoma, Arkansas, Colorado, New Mexico and Texas, to the extent that such registration is necessary to Closing the Contemplated Transaction. Seller has the requisite power, authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance by Seller of this Agreement and all other Transaction Documents have been duly authorized by all necessary action on the part of Seller. As used herein, the term "Transaction Documents" means this Agreement and all other agreements, documents and instruments required to be executed and/or delivered by the parties or any one or more of them in accordance with the provisions of this Agreement. This Agreement has been, and the other Transaction Documents will be, duly executed and delivered by Seller, and this Agreement constitutes, and the Transaction Documents when executed and delivered will constitute, the legal, valid and binding obligations of Seller, enforceable against it in accordance with their respective terms, subject to the Bankruptcy Court's entry of the Sale Order, and except that the remedy of specific performance and injunctive relief and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

3.1.2 Compliance with Law; FCC Licenses.

(a) Seller has complied in all material respects with, and is not in violation in any material respect of, any federal, state or local law, ordinance, code, order or governmental rule or regulation to which any FCC License is subject, including rules, regulations or orders of the FCC and the public service commissions of States of Oklahoma, Arkansas, Colorado, New Mexico and Texas (the "PSC"), and has not failed in any material way to obtain or to adhere to the requirements of any license, permit or authorization necessary to the ownership of its assets, including the applicable FCC Licenses.

(b) Each FCC License is in full force and effect under current law, is validly and exclusively held by Seller, and except for the Government Security Interest, is free and clear of any Liens (defined below), Claims and Taxes (other than in the case of legal disqualifications, conditions or other restrictions imposed by FCC rules and regulations in the ordinary course that are generally applicable to AWS licenses). Except for the Government Loan, no amounts (including installment payments consisting of principal and/or interest or late payment fees) are due to the FCC or the United States Department of the Treasury in respect of the FCC Licenses, nor will the consummation of the transactions contemplated hereunder cause the FCC to require Seller or any of its Affiliates to refund to the FCC all or

any portion of any bidding credit which Seller or any of its past or current Affiliates may have received from the FCC in connection with any FCC License. As used herein, the term “Liens” means any mortgage, lien, pledge, charge, security interest, encumbrance, easement, conditional sales contract, reversionary interest, transfer restriction, right of first refusal or similar restriction, voting trust agreement, preemptive right, cause of action, option, claim of successor liability, legal disqualification, or other adverse claim, defect of title, condition, limitation or restriction of any type or nature whatsoever. There are no existing applications, petitions to deny or complaints or proceedings pending or, to Seller’s knowledge, threatened, before the FCC, any PSC or any other court, tribunal, tribal government, governmental authority or regulatory agency (each, a “Governmental Authority”), including without limitation, any that have or reasonably could have an effect on any FCC License (other than proceedings affecting the AWS industry generally and those applications to be filed in conjunction with this Agreement). No Governmental Authority has threatened to terminate or suspend any FCC License. There are no disputes of any kind outstanding with respect to any FCC License that have or reasonably could have an effect on any FCC License. Seller is not in violation or default, nor has it received any notice of any claim of violation or default, with respect to any FCC License, and no event has occurred under current law with respect to any FCC License which permits, or after notice or lapse of time or both would permit, revocation or termination thereof or which will or could reasonably be expected to result in any violation, default, claim of violation or default or impairment of the rights of the holder of any FCC License. Except as otherwise governed by laws, ordinances or governmental rules or regulations, each FCC License is renewable by its terms without the need to comply with any special qualification procedures or to pay any amounts other than routine filing and regulatory fees. Under current law, no FCC License will be adversely affected by consummation of the transactions contemplated hereby. Seller is the sole holder of the FCC Licenses. Apart from the Government’s first and preferred security interest in the FCC Licenses (and associated sale proceeds from the Contemplated Transaction) and Riata Stelera, LLC’s unsecured judgment lien against Seller, no shareholder, officer, employee or former employee of Seller or any Affiliate of Seller, or any other Person, firm or corporation, owns or has any proprietary, financial or other interest (direct or indirect, other than solely as a result of their relationship with Seller) in any FCC License. For purposes of this Agreement, “Affiliate” means, as to any Person, any other Person, which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. The term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other ownership interest, by contract or otherwise.

(c) Seller is not in breach or otherwise in violation of any FCC build-out or substantial service requirements applicable as of the date hereof relating to any FCC License.

(d) Seller has not received any E-911 Phase I or Phase II “deployment requests” pursuant to 47 C.F.R. Section 20.18 of the FCC’s rules with respect to any Market.

(e) Seller is not in breach or otherwise in violation of any build-out timeline or project milestone in connection with the Government Loan as of the date hereof relating to any FCC License.

(f) Seller is in compliance with all obligations relating to tribal outreach, to the extent such obligations exist, whether such obligations arise under the FCC Licenses, the Government Loan, or due to the areas in, or the manner in which, Seller is providing or has provided service over the FCC Licenses.

3.1.3 Litigation.

(a) Except as set forth in Schedule 3.1.3(a), no litigation, arbitration, investigation or other proceeding of or before any arbitrator or Governmental Authority that reasonably could affect any FCC License or Seller's ability to consummate the transactions contemplated under this Agreement is pending or, to the Knowledge of Seller, threatened against Seller or, to the Knowledge of Seller, any of its Affiliates, and Seller does not know of any reasonably likely basis for any such litigation, arbitration, investigation or proceeding. Except as set forth in Schedule 3.1.3(a), there is no suit, action or other proceeding, or injunction or final judgment relating thereto, pending, or to the Knowledge of Seller, threatened against Seller or, to the Knowledge of Seller, any of its Affiliates, before any Governmental Authority, including the FCC or any PSC, in which it is sought to restrain, prohibit, obtain damages or other relief in connection with, terminate or modify, or which might otherwise affect, this Agreement or the consummation of the transactions contemplated hereby, and, to the Knowledge of Seller, no investigation that might result in any such suit, action or proceeding is pending or threatened. Neither Seller nor, to the Knowledge of Seller, any of its Affiliates, is a party to or subject to the provisions of any judgment, order, writ, injunction, decree or award of any arbitrator or Governmental Authority which will or could reasonably be expected to affect any FCC License or consummation of the transactions contemplated under this Agreement.

(b) Schedule 3.1.3(b) lists any and all civil fines, penalties, orders, writs, judgments, injunctions, decrees, determinations, or other awards of any arbitrator or Governmental Authority that have been imposed or levied against Seller, or to which Seller or any FCC License has become subject, during the past five years that related to or affected any FCC License, together with all settlements by Seller of any legal claims actually brought or threatened against Seller during the past five years that focused upon or affected any FCC License.

3.1.4 No Conflicts; Consents.

(a) Upon the receipt of the requisite consent from the FCC as described in Section 4.3.1, the execution, delivery and performance of this Agreement and the other Transaction Documents by Seller do not and will not violate, conflict with or result in the breach of any term, condition or provision of, or require the consent of any other Person, other than the Government in its capacity as a secured creditor, under, (a) any existing law, ordinance, or governmental rule or regulation to which Seller or any of its assets is subject, (b) any judgment, order, writ, injunction, decree or award of any arbitrator or Governmental Authority which is applicable to Seller or any of its assets, (c) the organizational documents of Seller, or (d) any mortgage, indenture, agreement, contract, commitment, lease, plan, or other instrument, document or understanding, oral or written, to which Seller is a party or subject, by which Seller may have rights or by which any of its assets may be bound or affected, or give any party with rights thereunder the right to terminate, modify, accelerate or otherwise change the existing rights or obligations of Seller thereunder.

(b) Except for the requisite consent from the FCC as described in Section 4.3.1, any post-Closing notifications required by the FCC, and entry of the Sale Order by the Bankruptcy Court, no authorization, approval or consent of, and no registration or filing with or notice to, any Governmental Authority, any counter-party to any contract with Seller, or any other Person other than the Government in its capacity as a secured creditor is required in connection with the execution, delivery or performance of this Agreement by Seller.

3.1.5 Taxes. Schedule 3.1.5 sets forth a complete listing of all taxing authorities with which Seller has made any filings or which have sought to impose or collect any Tax from Seller or relating to any business conducted by Seller. To Seller's Knowledge, no taxing authority other than those listed on Schedule 3.1.5 has jurisdiction or authority to impose or collect any Tax from Seller or relating to any business conducted by Seller.

3.1.6 Microwave Clearing Liabilities. Seller has completed all relocation of incumbent point-to-point microwave licensees required to be completed by Seller in connection with the build-out of the FCC Licenses as and to the extent conducted to date by Seller. Seller has not entered into any microwave relocation agreements in connection therewith. Seller has paid all Seller Cost Sharing Obligations of which Seller has been notified by the Personal Communications Industry Association ("PCIA") microwave reimbursement clearinghouse relating to the spectrum covered by the FCC Licenses. Further, Seller has not been informed by the PCIA microwave reimbursement clearinghouse of any further cost-sharing obligations imposed on any of the FCC Licenses, and Seller is not aware of any such obligations with respect to any of the FCC Licenses.

3.1.7 Transactions with Related Parties. Except as set forth in Schedule 3.17, no Related Party: (i) has any contractual or other claims, express or implied, of any kind whatsoever against Seller related to any FCC License; (ii) has any right, title or interest in any of the FCC Licenses except in its capacity as a Related Party; (iii) is a party to any oral or written agreement with Seller or is engaged in any other transaction with Seller related to any FCC License; (iv) is a party to any oral or written agreement or instrument directly related to any FCC License; or (v) is a party to any claim, action, proceeding or investigation or subject to any judgment, order, writ, injunction, decree or award directly related in whole or in part to any FCC License. For purposes of this Agreement, a "Related Party" means any Affiliate of Seller or any partner, shareholder, member, manager, director, officer, employee, agent, trustee, beneficiary or immediate family member of Seller or any of its Affiliates.

3.1.8 No Brokers or Finders. Except for Falkenberg Capital Corporation ("Broker"), all negotiations relating to this Agreement and the transactions contemplated hereby have been carried on by Seller directly without the intervention of any Person who may be entitled to any brokerage or finder's fee or similar commission in respect of this Agreement or the consummation of the transactions contemplated hereby. Except for the obligations to Broker with respect to any such fee or commission, for which Seller shall be solely responsible, Seller and its agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or the transactions contemplated hereby.

3.1.9 Completeness of Disclosure.

No representation or warranty by Seller in this Agreement or in any certificate,

schedule, list, document, agreement or instrument furnished or to be furnished to Buyer in connection with the execution or performance of this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not misleading.

3.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

3.2.1 Corporate Existence and Authority. Buyer is a limited liability company duly formed and validly existing under the laws of the State of Delaware and has the requisite power, authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance by Buyer of this Agreement and all other Transaction Documents required to be executed and delivered by Buyer in accordance with the provisions of this Agreement (collectively, the "Buyer's Documents") have been duly authorized by all necessary limited liability company action. This Agreement has been, and the other Buyer's Documents will be, duly executed and delivered by Buyer, and this Agreement constitutes, and the other Buyer's Documents when executed and delivered will constitute, the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy laws and other similar laws affecting creditors' rights generally, and except that the remedy of specific performance and injunctive relief and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

3.2.2 No Conflicts; Consents.

(a) Upon the receipt of the requisite consent from the FCC as described in Section 4.3.1, the execution, delivery and performance of this Agreement and the other Buyer's Documents by Buyer will not violate, conflict with or result in the breach of any term, condition or provision of, or require the consent of any other party under, (i) any existing law, ordinance, or governmental rule or regulation to which Buyer is subject, (ii) any judgment, order, writ, injunction, decree or award of any court, arbitrator or Governmental Authority which is applicable to Buyer, (iii) the limited liability company operating agreement of Buyer, or (iv) any mortgage, indenture, agreement, contract, commitment, lease, plan, license, permit, authorization or other instrument, document or understanding, oral or written, to which Buyer is a party or by which Buyer is otherwise bound.

(b) Except for the requisite consent from the FCC as described in Section 4.3.1 and any post-Closing notifications required by the FCC, and entry of the Sale Order by the Bankruptcy Court, no authorization, approval or consent of, and no registration or filing with or notice to, any Governmental Authority is required in connection with the execution, delivery and performance of this Agreement by Buyer.

3.2.3 Litigation. There is (a) no suit, action or claim, (b) no investigation or inquiry by any Governmental Authority, and (c) no legal, administrative or arbitration proceeding pending or, to Buyer's knowledge, threatened against Buyer which seeks to terminate or modify this Agreement or the consummation of the transactions contemplated herein.

3.2.4 No Brokers or Finders. All negotiations relative to this Agreement have been carried on by Buyer directly without the intervention of any Person on Buyer's behalf who may be entitled to any brokerage or finder's fee or other commission in respect of this Agreement or the consummation of the transactions contemplated hereby. Buyer and its agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or the transactions contemplated hereby.

3.2.5 FCC Matters. Buyer is qualified under the Communications Act of 1934, as amended, to be an FCC licensee generally and, subject to receipt of the required FCC consent, to be approved as the assignee of the Assigned Licenses. Notwithstanding the foregoing or any other Section of this Agreement, Buyer does not make any representation or warranty regarding the likelihood that the FCC will consent to the transfer of the Assigned Licenses.

3.2.6 Completeness of Disclosure. No representation or warranty by Buyer in this Agreement or in any certificate, schedule, list, document, agreement or instrument furnished or to be furnished to Seller in connection with the execution or performance of this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not misleading.

3.3 Survival of Representations and Warranties. The respective representations and warranties made, and covenants or agreements to be performed or complied with at or prior to the Closing, by the Seller and the Buyer contained in this Agreement shall expire on the first anniversary of the Closing, and no party shall have any liability in connection with any such representation, warranty, covenant or agreement following such first anniversary.

ARTICLE IV

COVENANTS AND AGREEMENTS

4.1 Covenants of Seller Pending the Closing. Seller covenants and agrees that, from the date hereof until the Closing and except as otherwise stated in this Agreement or otherwise agreed to in writing by Buyer:

4.1.1 Conduct of Business in the Ordinary Course. Seller's business relating to the FCC Licenses, which is winding down in anticipation of discontinuation, shall be conducted, and the FCC Licenses shall be used, solely in material compliance with the Communications Act of 1934 and the rules and regulations of the FCC and all other applicable laws, rules and regulations except to the extent otherwise expressly stated in, or authorized by, this Agreement. Without limiting the foregoing, from the date hereof until the Closing, Seller shall:

(a) use reasonable efforts to pay its applicable Taxes and regulatory fees relating to ownership of the FCC Licenses in the ordinary course of its business to the extent it has funds to do so, consistent with past practice, and not adjust, amend or modify the terms or conditions of any of its tax payables relating to ownership of the FCC Licenses other than in the ordinary course of its business in light of its business winding down in anticipation of

discontinuation, other than taxes which it has no funds to pay or are being disputed in good faith in accordance with applicable dispute procedures, consistent with past practice;

(b) not sell, lease, license, pledge or otherwise dispose of or encumber any of the FCC Licenses or any interest therein;

(c) not (i) take or agree to take any action that would make any representation or warranty of Seller inaccurate in any material respect at, or as of any time prior to, the Closing Date, or (ii) omit or agree or commit to omit to take any action necessary to prevent any such representation or warranty from being inaccurate in any material respect at, or as of any time prior to, the Closing Date; and

(d) not, subject to its obligations to comply with any order of the Bankruptcy Court and with applicable law and any duties as a debtor in possession under the Bankruptcy Code, take, or agree to take any other action inconsistent with the consummation of the Contemplated Transaction.

4.1.2 Maintenance of the FCC Licenses. Seller shall take all action reasonably necessary to comply with and maintain the FCC Licenses, and to otherwise preserve its rights to use the FCC Licenses to provide AWS service in the Markets.

4.1.3 Compliance with Laws. Seller shall comply in all material respects with all laws, ordinances, rules, regulations and orders applicable to the FCC Licenses or the transactions contemplated by this Agreement.

4.1.4 Access. Upon reasonable prior notice from Buyer, Seller shall (a) give Buyer and its authorized representatives reasonable access during all reasonable times to Seller's books and records relating to the FCC Licenses, and (b) make available its officers, employees, agents and other Related Parties who are familiar with matters relating to the FCC Licenses in order to facilitate Buyer's review of the FCC Licenses.

4.1.5 Non-solicitation. Prior to the Closing, Seller shall not, and Seller shall cause its Affiliates and the officers, employees, agents and representatives of Seller and its Affiliates not to, directly or indirectly, sell or agree to sell any FCC License to any third party, issue or agree to issue any equity interest in Seller or any Affiliate of Seller, merge or consolidate Seller or any Affiliate of Seller with any other entity, or solicit inquiries or proposals, furnish any non-public information or initiate or participate in any negotiations or discussions whatsoever with respect to any of the foregoing or any other transactions involving the FCC Licenses, if and to the extent that any such act would be inconsistent with the sale of the Assigned Licenses to Buyer hereunder.

4.1.6 Compliance with Authorizations. Seller shall maintain all of its rights and interest in, and the validity of, the FCC Licenses in full force and effect, and Seller shall not engage in any transaction or take any action or omit to take any action that will or could reasonably be expected to adversely affect its rights or interest in, or the validity of, any FCC License. Without limiting the above, Seller shall use the FCC Licenses in accordance with the conditions set by the FCC for maintaining the FCC Licenses. Seller shall promptly provide Buyer with copies of all applications and other correspondence to the FCC and any notices, orders or correspondence received from the FCC that relate to any FCC License.

Seller shall promptly provide Buyer with copies of any E-911 Phase I or Phase II “deployment requests” pursuant to 47 C.F.R. Section 20.18 that are received by Seller with respect to any Market.

4.1.7 Updates. Between the date hereof and the Closing, Seller shall promptly notify Buyer of (a) any fact or condition of which it acquires Knowledge that renders inaccurate any of the representations or warranties made by Seller herein as of the date of this Agreement or (b) the occurrence after the date of this Agreement of any fact or condition that would, as of the time of such occurrence, constitute a failure on the part of Seller to meet the conditions set forth in Section 5.1.1; provided, however, that none of such disclosures shall be deemed to modify, amend or supplement the representations and warranties of Seller or the Schedules hereto for the purposes of this Agreement, unless Buyer shall have consented thereto in writing. During the same period, Seller shall promptly notify Buyer of the occurrence of any breach of any covenant of Seller contained in this Agreement, or of any event that may make the satisfaction of the conditions set forth in Section 5.1 impossible or unlikely.

4.1.8 Clearance of Spectrum and Termination of Operations. On April 30, 2013, Seller provided written notice to all of Seller’s customers that Seller could no longer reliably provide service to all of its customers and informed them it would no longer bill them for future service. Seller terminated service to all of its customers at midnight on May 31, 2013. As soon as practicable after the FCC grants the application for consent to assignment of Seller’s rights in the Assigned Licenses, and in any event no later than fifteen (15) days, Seller shall clear all of its operations on and uses of the spectrum encompassed within the Assigned Licenses.

4.1.9 Bankruptcy Actions.

(a) On July 18, 2013, Seller filed a petition under title 11 of the Bankruptcy Code in the Bankruptcy Court commencing the Bankruptcy Case. Previously, the (i) Bankruptcy Court entered an order on September 26, 2013 (the “Bidding Procedures Order”) approving the bidding provisions and procedures set forth in Exhibit 1 to the Bidding Procedures Order (the “Bidding Procedures”), and (ii) Seller has filed a motion seeking entry of an order by the Bankruptcy Court approving the Contemplated Transaction pursuant to Section 363 of the Bankruptcy Code (the “Sale Order”), which Sale Order shall, among other things, effect the delivery of the Assigned Licenses to Buyer free and clear of all Liens, Claims and Taxes and be in a form and substance satisfactory to Buyer and substantially similar to that attached hereto as Exhibit B.

(b) Seller shall give appropriate notice under the Bankruptcy Code, including such additional notice as the Bankruptcy Court shall direct, and provide appropriate opportunity for hearing, to all creditors, parties-in-interest and any other parties entitled thereto, of all motions, orders, hearings, or other proceedings relating to this Agreement or the Contemplated Transaction.

(c) Seller shall provide the Buyer with a reasonable opportunity to review and comment on all documents, motions, applications, drafts, petitions, schedules and supporting papers, in each case which relate to or affect the transactions contemplated by this

Agreement, prepared by Seller (including forms of orders and notices to interested parties) prior to the filing thereof in the Bankruptcy Case. All documents, motions, applications, drafts, orders, notices, petitions, schedules and supporting papers prepared by Seller and relating to the transactions contemplated by this Agreement to be filed on behalf of Seller after the date hereof must be reasonably satisfactory in form and substance to Buyer.

(d) Each of Seller and Buyer agrees that, at its own cost, it will promptly take such actions as are reasonably requested by the other to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by Seller and Buyer of their respective obligations under this Agreement and the Transaction Documents and demonstrating that Buyer is a good faith buyer under Section 363(m) of the Bankruptcy Code.

(e) Seller and Buyer each shall execute such documents and use their commercially reasonable efforts under the circumstances to take or cause to be taken all actions and do or cause to be done all things reasonably necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

4.1.10 [Reserved].

4.1.11 Reorganization Process. Prior to the Closing, Seller shall not, without the prior written consent of Buyer:

(a) seek or consent to the conversion of the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code or the appointment of a trustee or examiner with managerial powers under section 1104 of the Bankruptcy Code;

(b) consent to any relief from the automatic stay under section 362 of the Bankruptcy Code with respect to the FCC Licenses; or

(c) sell or abandon, or file any motion to sell or abandon, any FCC License except as contemplated by herein.

4.2 Covenants of Buyer Pending the Closing. Buyer covenants and agrees that, from the date hereof until the Closing Date and except as otherwise agreed to in writing by Seller:

4.2.1 Actions of Buyer. Buyer shall not take any action that would result in a breach of any of its representations and warranties hereunder.

4.2.2 Updates. Between the date hereof and the Closing, Buyer shall promptly notify Seller of (a) any fact or condition of which Buyer acquires knowledge that renders inaccurate any of Buyer's representations or warranties made herein as of the date of this Agreement or (b) the occurrence after the date of this Agreement of any fact or condition that would, as of the time of such occurrence, constitute a failure on the part of Buyer to meet the conditions set forth in Section 5.2.1; provided, however, that none of such disclosures shall

be deemed to modify, amend or supplement the representations and warranties of Buyer for the purposes of this Agreement, unless Seller shall have consented thereto in writing. During the same period, Buyer shall promptly notify Seller of the occurrence of any breach of any covenant of Buyer contained in this Agreement, or of any event that may make the satisfaction of the conditions set forth in Section 5.2 impossible.

4.3 Mutual Covenants. Seller and Buyer further covenant and agree that, except as otherwise agreed to in writing by Seller and Buyer:

4.3.1 Certain Filings and Consents. Seller filed an application for the consent of the FCC to the involuntary assignment of the FCC Licenses by Seller to Seller as Debtor in Possession in the Bankruptcy Case, and the FCC has granted such consent. Within ten (10) Business Days after the date of entry of the Sale Order, Seller and Buyer shall file an application for the consent of the FCC to the assignment of all of Seller's rights and interests in and to the Assigned Licenses, and such other applications with the FCC as may be advisable in the reasonable judgment of the parties hereto, all of which applications and notifications will comply in all material respects with the requirements of the Communications Act of 1934 and the rules of the FCC. Seller and Buyer shall diligently prosecute all applications referred to in the immediately preceding sentence of this Section and shall take all such actions and give all such notices as may be required or requested by the FCC or any other regulatory agency or as may be appropriate in an effort to expedite the grant of such consent by the FCC or such regulatory agency.

4.3.2 Non-Disclosure. None of Seller, the members or Affiliates of Seller or Seller's agents, shall at any time, and none of Buyer or its agents shall at any time prior to the Closing, disclose to the public (by means of any press release, public statement, public filing with a regulatory body or otherwise) or to any third party except as Ordered by the Bankruptcy Court the fact that Buyer is contemplating the purchase of the FCC Licenses, or that Seller is contemplating the sale of the FCC Licenses to Buyer, or the existence of this Agreement or the terms and conditions of this Agreement, or the substance of the negotiations between the parties regarding such terms and conditions, except:

(a) as required by applicable law or the rules of the FCC or any relevant stock exchange, by order or decree of a court or regulatory body having jurisdiction over such party, or in connection with such party's or its Affiliate's enforcement of any rights it may have at law or equity; provided that the disclosing party shall notify the other party as long as reasonably practicable prior to the disclosure pursuant to this subsection of information of the type described in the immediately preceding paragraph, shall, to the extent reasonably practicable, afford the other party an opportunity to seek a protective order or other legal relief limiting such disclosure, shall cooperate with the other party in obtaining such relief, shall, at the other party's expense, furnish a copy of the disclosure to the other party as long in advance as reasonably practicable and shall afford the other party an opportunity to review and comment thereon;

(b) on a "need to know" basis to Persons within such party's organization, or outside of such party's organization such as attorneys, accountants, bankers, financial advisors and other consultants who may be assisting such party in connection with the transactions contemplated hereby and who agree to be bound by the nondisclosure

obligations of this Section (and such party shall be liable for any breach by any such Person of such nondisclosure obligations);

(c) to Governmental Authorities (including the Government and the Bankruptcy Court) to the extent necessary to consummate the Contemplated Transaction;

(d) as may be required to carry out the requirements of the Bidding Procedures Order and the Sale Order;

(e) as expressly required by this Agreement or by the rules of the FCC;

(f) with the express prior written approval of the other party; or

(g) after such information has become publicly available without breach of this Agreement.

Notwithstanding anything contained in this Agreement to the contrary, the provisions of this Section shall survive the Closing. Each of Seller and Buyer specifically acknowledges and agrees that the remedy at law for any breach of the provisions of this Section will be inadequate and that each party, in addition to any other relief available to it, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages in the event of any breach or threatened breach of the provisions of this Section by the other parties or such other parties' agents.

4.3.3 Compliance with this Agreement; Cooperation. Buyer and Seller shall each perform and comply with all agreements, obligations and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing. Seller and Buyer shall each cooperate with the other and use all commercially reasonable efforts to cause all of the conditions to the obligations of Buyer and Seller under this Agreement to be satisfied on or prior to the Closing Date. Notwithstanding the parties' obligations to provide reasonable cooperation and use commercially reasonable efforts pursuant to Sections 4.3.3 and 4.3.4, the parties acknowledge and agree that nothing in this Agreement shall require Buyer or its Affiliates to (i) make payments to any Governmental Authority (other than ordinary and customary application or filing fees) or (ii) accept or agree to any adverse conditions, limitations or concessions.

4.3.4 Other Regulatory Requirements. Each party agrees to reasonably cooperate with the other party in connection with the other party's efforts to satisfy any regulatory requirements in connection with the transactions contemplated by this Agreement.

4.3.5 Like-Kind Exchange. In the event that Buyer desires to structure the transactions contemplated by this Agreement as part of a like-kind exchange, including with a third party, under Section 1031 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), the parties shall cooperate in good faith to structure such transactions as part of a "deferred like-kind exchange" under Treasury Regulations Section 1.1031(k)-1 or a "reverse like-kind exchange" pursuant to IRS Revenue Procedure 2000-37 to the greatest extent possible under the Code and shall make such modifications to this Agreement as are reasonably necessary to meet the requirements of Section 1031 of the Code and the Treasury Regulations promulgated thereunder. In such connection, Buyer may, with the prior written

consent of Seller, assign all or a portion of its rights and obligations under this Agreement to a qualified intermediary, as defined in Section 1.1031(k)-1(g)(4) of the regulations promulgated under the Code, an exchange accommodation titleholder, as defined in Revenue Procedure 2000-37, or another person selected by Buyer for the purpose of satisfying the Section 1031 requirements (each, an “Accommodator”). None of the representations, warranties, covenants, indemnification obligations or other agreements of the parties hereunder shall be affected by any assignment of Buyer’s rights to an Accommodator pursuant to the foregoing terms of this Section 4.3.5. Buyer guarantees the performance by any Accommodator of any obligations under this Agreement that Buyer assigns to such Accommodator.

ARTICLE V

CONDITIONS PRECEDENT TO CLOSING

5.1 Conditions Precedent to Obligations of Buyer. All obligations of Buyer under this Agreement are subject to the fulfillment or satisfaction, prior to or at the Closing, of each of the following conditions precedent, which may be waived in writing in whole or in part by Buyer:

5.1.1 Representations and Warranties True as of the Closing. All of the representations and warranties of Seller contained in this Agreement or in any schedule, certificate or document delivered to Buyer pursuant to the provisions hereof (considered collectively without regard to materiality qualifiers contained in such representations and warranties), and each such representation and warranty (considered individually), other than the representations and warranties (or portions thereof) which contain materiality qualifiers, shall have been true in all material respects as of the date of this Agreement and on the Closing Date as if made on the Closing Date (except where such representation or warranty speaks as of a specific date), without giving effect to any updated information disclosed by Seller to Buyer pursuant to Section 4.1.7. Each such representation and warranty (or portion thereof) that contains a materiality qualifier (considered individually) shall have been true in all respects as of the date of this Agreement and on the Closing Date as if made on the Closing Date (except where such representation or warranty speaks as of a specific date), without giving effect to any updated information disclosed by Seller to Buyer pursuant to Section 4.1.7.

5.1.2 Compliance with this Agreement. Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing.

5.1.3 Closing Certificates. Buyer shall have received a certificate from Seller, dated the Closing Date, certifying in such detail as Buyer may reasonably request that the conditions specified in Sections 5.1.1 and 5.1.2 have been fulfilled, and a certificate of an executive officer of Seller, dated the Closing Date, in form and substance reasonably satisfactory to Buyer, with respect to Seller’s organizational documents and authorizing resolutions and the incumbency and signatures of the persons authorized to execute Transaction Documents on its behalf.

5.1.4 No Pending Litigation. Understanding that Seller has only one secured creditor, the Government, and that the Contemplated Transaction will be a Section 363 sale

of Assigned Licenses to Buyer, on the Closing Date, no suit, action or other proceeding, or injunction or final judgment relating thereto, shall be pending before any Governmental Authority in which it is sought to restrain or prohibit the consummation of the transactions contemplated hereby or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, or which could reasonably be expected to have a material adverse effect on any Assigned License or its value to Buyer or on Buyer's enjoyment of the benefits of consummating this Agreement, and no investigation that would reasonably be expected to result in any such suit, action or proceeding shall be pending or threatened.

5.1.5 Spectrum Clearance. Seller shall have cleared all of its operations on and uses of the spectrum encompassed within the Assigned Licenses.

5.1.6 Regulatory Approvals. This Agreement shall have been approved by the Government; and all consents, approvals, releases and waivers from, and notifications (other than post-Closing consummation notices to be filed with the FCC) to, Governmental Authorities necessary in connection with the consummation of the transactions contemplated hereby shall have been obtained or made, including all consents, approvals and actions by the FCC, and they shall have been obtained or made pursuant to a Final Order, free of any conditions adverse to Buyer or its Affiliates or their respective assets or businesses or any Assigned License. "Final Order" means an action or decision as to which (a) no request for a stay is pending, no stay is in effect, and any deadline for filing such request that may be designated by statute or regulation has passed, (b) no petition for rehearing or reconsideration or application for review is pending and the time for the filing of any such petition or application has passed, (c) the relevant Governmental Authority does not have the action or decision under reconsideration on its own motion and the time within which it may effect such reconsideration has passed, and (d) no appeal is pending or in effect and any deadline for filing any such appeal that may be designated by statute or rule has passed.

5.1.7 Bankruptcy Condition. (a) (i) Subject to Bankruptcy Court discretion or as otherwise ordered by the Bankruptcy Court, the Bankruptcy Court shall have entered the Sale Order no later than ninety (90) Business Days after the entry of the Bidding Procedures Order, (ii) no order staying, reversing, modifying or amending the Sale Order shall be in effect, and the Sale Order shall be a Final Order, on the Closing Date, (iii) the Sale Order, as entered by the Bankruptcy Court, shall not, in Buyer's reasonable estimation, modify the terms and conditions of this Agreement or the transactions contemplated hereby in such a manner as to result in a material diminution in the benefits of this Agreement to the Buyer; and

(b) (i) no order staying, reversing, modifying or amending the Bidding Procedures Order shall be in effect, and the Bidding Procedures Order shall be a Final Order, on the Closing Date, and (ii) the Bidding Procedures Order, as entered by the Bankruptcy Court, shall not, in Buyer's reasonable estimation, modify in any material respect the terms and conditions of this Agreement or the transactions contemplated hereby in such a manner as to result in a material diminution in the benefits of this Agreement to the Buyer.

5.2 Conditions Precedent to the Obligations of Seller. All obligations of Seller under this Agreement are subject to the fulfillment or satisfaction, prior to or at the Closing, of each of the following conditions precedent, which may be waived in whole or in part by Seller:

5.2.1 Representations and Warranties True as of the Closing Date. All of the representations and warranties of Buyer contained in this Agreement or in any certificate or document delivered to Seller pursuant to the provisions hereof (considered collectively), and each such representation and warranty (considered individually), shall have been true in all material respects as of the date of this Agreement and on the Closing Date as if made on the Closing Date (except where such representation or warranty speaks as of a specific date), without giving effect to any updated information disclosed by Buyer to Seller pursuant to Section 4.2.2.

5.2.2 Compliance with this Agreement. Buyer shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing.

5.2.3 Closing Certificate. Seller shall have received a certificate from Buyer dated the Closing Date certifying in such detail as Seller may reasonably request that the conditions specified in Sections 5.2.1 and 5.2.2 have been fulfilled.

5.2.4 No Pending Litigation. On the Closing Date, no suit, action or other proceeding, or injunction or final judgment relating thereto, shall be pending before any Governmental Authority in which it is sought to restrain or prohibit the consummation of the transactions contemplated hereby or to obtain similar equitable relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

5.2.5 Regulatory Approvals. All consents, approvals and waivers from and notifications (other than post-Closing consummation notices to be filed with the FCC) to Governmental Authorities necessary to permit the consummation of the transactions contemplated hereby shall have been obtained or made, including all consents, approvals and actions by the FCC, free of any conditions adverse to Seller.

ARTICLE VI

MISCELLANEOUS

6.1 Termination.

(a) Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated at any time before the Closing Date only as follows:

- (i) by mutual consent of Seller and Buyer;
- (ii) by either party if Closing is prohibited by change in law;

(iii) by Buyer, at any time after the 30th day following the date of this Agreement if by such 30th day the Government shall not have approved this Agreement in writing;

(iv) [reserved];

(v) by Seller, at any time (A) if the representations and warranties of Buyer contained herein or in any certificate or document delivered to Seller pursuant to the provisions hereof (considered collectively), or if any such representation and warranty (considered individually), in each case without giving effect to any updated information disclosed by Buyer to Seller pursuant to Section 4.2.2, becomes incorrect in any material respect prior to Closing, provided that Seller shall have promptly upon learning thereof given Buyer written notice of same and Buyer shall not have cured same within 30 days of receipt of said notice, (B) if any of the representations and warranties of Buyer (or portions thereof) which contain materiality qualifiers (considered individually), in each case without giving effect to any updated information disclosed by Buyer to Seller pursuant to Section 4.2.2, becomes incorrect in any respect prior to Closing, provided that Seller shall have promptly upon learning thereof given Buyer written notice of same and Buyer shall not have cured same within 30 days of receipt of said notice, or (C) if Buyer failed to comply in any material respect with any of its covenants or obligations set forth herein, provided that Seller shall have promptly given Buyer written notice of same and Buyer shall not have cured same within 30 days of receipt of said notice;

(vi) by Buyer, at any time (A) if the representations and warranties of Seller contained herein or in any schedule, certificate or document delivered to Buyer pursuant to the provisions hereof (considered collectively), or if any such representation and warranty (considered individually), in each case without giving effect to any updated information disclosed by Seller to Buyer pursuant to Section 4.1.7, becomes incorrect in any material respect prior to Closing, provided that Buyer shall have promptly upon learning thereof given Seller written notice of same and Seller shall not have cured same within 30 days of receipt of said notice, (B) if any of the representations and warranties of Seller (or portions thereof) which contain materiality qualifiers (considered individually), in each case without giving effect to any updated information disclosed by Seller to Buyer pursuant to Section 4.1.7, becomes incorrect in any respect prior to Closing, provided that Buyer shall have promptly upon learning thereof given Seller written notice of same and Seller shall not have cured same within 30 days of receipt of said notice, or (C) if Seller failed to comply in any material respect with any of its covenants or obligations set forth herein, provided that Buyer shall have promptly given Seller written notice of same and Seller shall not have cured same within 30 days of receipt of said notice; and

(vii) by either Buyer or Seller upon written notice to the other party if the consummation of the transactions contemplated hereunder shall be prohibited by a final, non-appealable order, decree or injunction of a court of competent jurisdiction.

(b) In the event of the termination of this Agreement pursuant to the provisions of Section 6.1 hereof, (i) this Agreement shall become void and have no effect, without any liability on the part of any of the parties or their shareholders, partners, members, directors,

trustees, beneficiaries or officers in respect of this Agreement, and (ii) the Good Faith Deposit shall be immediately returned to the Buyer no later than two (2) Business Days after the date that this Agreement is terminated pursuant to this Section 6.1.

6.2 [Reserved].

6.3 Expenses. Except as otherwise provided in this Agreement or as agreed in writing between Seller and Buyer, Seller shall pay its own expenses, and Buyer shall pay its own expenses, incidental to the preparation of this Agreement, the carrying out of the provisions of this Agreement and the consummation of the transactions contemplated hereby. Buyer and Seller shall each be responsible for half of the filing fees associated with making the application to the FCC for consent to the transactions contemplated by this Agreement and Buyer and Seller shall each be responsible for its own legal or other fees, costs and expenses incurred in connection with such application. If and to the extent Buyer advances expenses on behalf of Seller at Seller's request (it being understood and agreed that Buyer shall have no obligation to make any such advances, and that Buyer may seek approval of the Bankruptcy Court for any such advances that it considers making) (any such advances actually made by Buyer, "Buyer-Advanced Expenses"), the amount of such Buyer-Advanced Expenses shall be deducted from the Buyer's Closing Payment to Seller.

6.4 Sales, Transfer and Documentary Taxes. All income, franchise, franchise telephone, gross receipt, value added, transfer, documentary, sales, use, stamp and registration Taxes (including any penalties and interest) incurred in connection with this Agreement shall be paid by Seller when due to the extent it is able to do so. Seller will, at its own expense, file all necessary tax returns and other documentation with respect to all such Taxes, and, if required by applicable law, Buyer will, and will cause its Affiliates to, join in the execution of any such Tax returns and other documentation. Seller shall submit to Buyer reasonable proof of payment of said sales and transfer Taxes, if any, within ninety (90) days following the Closing.

6.5 Further Assurances and Documents Required to Complete the Section 363 Sale.

Seller from time to time after the Closing, at Buyer's request, will execute, acknowledge and deliver to Buyer such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Buyer may reasonably require in order to vest more effectively in Buyer, or to put Buyer more fully in possession of, the Assigned Licenses. Each party will cooperate with the other and execute and deliver to the other party such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party as necessary to carry out, evidence and confirm the intended purposes of this Agreement.

6.6 Contents of Agreement; Parties in Interest. This Agreement, including its Schedules and Exhibits, which are specifically incorporated herein, sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersede any and all previous agreements and understandings, oral or written, between or among the parties regarding the transactions contemplated hereby. This Agreement shall not be amended or modified except by written instrument duly executed by each of the parties hereto.

6.7 Assignment and Binding Effect. This Agreement may not be assigned in whole or in part prior to the Closing by either party hereto without the prior written consent of the other party, provided that Buyer shall have the right to assign its rights and/or obligations under this Agreement in whole or in part, without the prior written consent of Seller, to (a) one or more of its wholly-owned

Affiliates or (b) an Accommodator pursuant to Section 4.3.5. Notwithstanding the above, (a) no assignment shall be permitted if such assignment would have an adverse impact on either the likelihood or timing of receipt of FCC consent; and (b) assignment shall not relieve the assignor of any of its obligations hereunder.

6.8 Waiver. No waiver of any term or provision of this Agreement shall be effective unless in writing, signed by the party against whom enforcement of the same is sought. The grant of a waiver in one instance does not constitute a waiver in any other instance. No failure to exercise, and no delay in exercising, by either party, any right, remedy, power or privilege hereunder shall operate as a waiver thereof.

6.9 Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by registered or certified mail or by FedEx or other overnight mail service, postage prepaid, or by fax, with written confirmation to follow, as follows:

If to Buyer, to:

AT&T Mobility Spectrum LLC
c/o AT&T Services, Inc.
208 S. Akard Street, 32nd Floor
Dallas, Texas 75202
Attention: Jose M. Menchaca, Managing Director – Corporate Development
Facsimile: (214) 746-2217

AT&T Mobility Spectrum LLC
c/o AT&T Services, Inc.
208 S. Akard Street, Room 3212
Dallas, Texas 75202
Attention: Wesley G. Terrell, General Attorney – Mergers & Acquisitions
Facsimile: (214) 746-2216

Locke Lord LLP
111 S. Wacker Dr.
Chicago, IL 60606
Attention: Courtney E. Barr, Esq.
Facsimile: (312) 443-0336

If to Seller, to:

Stelera Wireless, LLC
c/o Christensen Law Group, P.L.L.C.
210 W. Park Avenue
Suite 700
Oklahoma City, OK 73102
Attention: J. Clay Christensen, Esq. and D. Michael O'Neil, Esq.
Facsimile: (405) 236-1012

With a copy not considered notice to:

Wilkinson Barker Knauer, LLP
2300 N Street, NW
Suite 700
Washington, DC 20037-1128
Attention: Jonathan V. Cohen, Esq.
Facsimile: (202) 783-5851

or to such other address or facsimile numbers as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered.

6.10 Remedies. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by the parties hereto in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific enforcement of the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which any party is entitled at law or in equity. Each party agrees that it will not assert, as a defense against a claim for specific performance, that the party has an adequate remedy at law.

Except as otherwise provided herein, all rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by a party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

6.11 Schedules and Exhibits. All Exhibits and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

6.12 Governing Law. (a) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without giving effect to the conflicts or choice of law provisions thereof that would give rise to the application of the domestic substantive or procedural law of any other jurisdiction. Except as otherwise provided by the United States Bankruptcy Court for the Western District of Oklahoma and Section 6.10 hereof, each party agrees that it shall bring any action or proceeding to enforce this Agreement exclusively in the courts of or sitting in the State of Delaware and (i) irrevocably submits to the exclusive jurisdiction of such courts, (ii) waives any objection to laying venue in any such action or proceeding in such courts for purposes of any such action or proceedings, (iii) waives any objection that any of such courts is an inconvenient forum or does not have jurisdiction over any party and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice, including the original or a copy of such process, is delivered and receipt thereof evidenced in accordance with Section 6.9.

(b) The parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the Transaction Documents.

(c) In the event there is a prevailing party and a non-prevailing party at the close of litigation, the non-prevailing party shall be responsible for all reasonable costs of such litigation, including attorney's fees.

6.13 No Benefit to Others. The representations, warranties, covenants and agreements contained in this Agreement are delivered solely by the parties hereto and, except as otherwise specifically provided in this Agreement, are for the sole benefit of the parties hereto their heirs, executors, administrators, legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other Persons.

6.14 Headings, Gender, "Person," "including" and "Knowledge". All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Unless otherwise specified, any reference herein to a section or article shall be a reference to such section or article of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Any reference to a "Person" herein shall include an individual, firm, corporation, partnership, limited liability company, trust, Governmental Authority or body, association, unincorporated organization or any other entity. Whenever used in this Agreement, the word "including" and variations thereof shall not be construed to imply any limitation and shall mean "including but not limited to." "Knowledge" and "Know" and variations thereof with respect to Seller shall include the knowledge, after reasonable investigation, of Seller's officers, directors and members and those of its Affiliates in addition to the knowledge of Seller.

6.15 Further Acknowledgments. Notwithstanding anything to the contrary in this Agreement, Seller hereby notifies Buyer as follows:

- (a) On April 30, 2013, Seller discharged substantially all of its employees and provided notice to its customers of the impending discontinuance of its operations;
- (b) Seller terminated wireless service to all of its customers at midnight on May 31, 2013;
- (c) Health Insurance is the only employee benefit that Seller provided to its employees, and Seller will issue "COBRA Packets" to all its discharged employees;
- (d) Seller does not have sufficient funds for the payment of any tax obligation that it has not previously satisfied, and, Seller will only pay tax obligations as ordered by the Bankruptcy Court and as approved by the Government, its only secured creditor; and
- (e) Closing Payment proceeds will not be available for payment or satisfaction of any obligations required of Seller prior to payment in full of the Government Security Interest.

6.16 Construction of "FCC Licenses". Notwithstanding anything herein to the contrary, unless the context otherwise requires, all representations, warranties, covenants and agreements contained herein that relate to the FCC Licenses shall be deemed to be made both with respect to such FCC Licenses taken as a whole and with respect to each portion of such FCC Licenses, including the Assigned Licenses that constitute a portion of such FCC Licenses. For example, and without limiting the foregoing, Seller's representation that no event has occurred that permits revocation of any FCC License shall be deemed to include a representation that no event has occurred that permits revocation of any Assigned License which constitutes a portion of such FCC License or any other portion of such FCC License.


6.17 Severability. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in

any other jurisdiction. Moreover, the parties agree that the invalid or unenforceable provision shall be enforced to the maximum extent permitted by law in accordance with the intention of the parties as expressed by such provision.

6.18 Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts and either party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by both parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. The parties intend to sign and deliver this Agreement by facsimile transmission. Each party agrees that the delivery of this Agreement by facsimile shall have the same force and effect as delivery of original signatures and that each party may use such signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original could be used.

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

AT&T MOBILITY SPECTRUM LLC
By: AT&T Mobility Corporation, its Manager

By: 
Name: Rick L. Moore
Title: Senior VP – Corporate Development

Signature Page to Stelera-AT&T License Purchase Agreement

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

STELERA WIRELESS, LLC



By: _____

Name: Timothy J. Duffy

Title: Manager

Schedule A**The FCC Licenses**

CALL SIGN	MARKET NUMBER – NAME	COUNTIES	BLOCK – FREQUENCIES in MHz (# of MHz)
WQGB413	CMA553 – New Mexico 1 – San Juan	All	A – 1710-1720 and 2110-2120 (20 MHz)
WQGB403	CMA353 – Colorado 6 – Miguel	All	A – 1710-1720 and 2110-2120 (20 MHz)
WQKI627	CMA324 – Arkansas 1 – Madison	All	A – 1710-1720 and 2110-2120 (20 MHz)
WQKI628	CMA331 – Arkansas 8 – Franklin	All	A – 1710-1720 and 2110-2120 (20 MHz)
WQKI629	CMA335 – Arkansas 12 – Ouachita	All	A – 1710-1720 and 2110-2120 (20 MHz)
WQGB422	CMA668 – Texas 17 – Newton	All	A – 1710-1720 and 2110-2120 (20 MHz)
WQGB414	CMA555 – New Mexico 3 – Catron	Catron	A – 1710-1720 and 2110-2120 (20 MHz)
		Sierra	A – 1710-1720 and 2110-2120 (20 MHz)
		Socorro	A1 – 1710-1715 and 2110-2115 (10 MHz)
		Valencia	A1 – 1710-1715 and 2110-2115 (10 MHz)
WQGB415	CMA557 – New Mexico 5 – Grant	Grant	A1 – 1710-1715 and 2110-2115 (10 MHz)
		Hidalgo	A1 – 1710-1715 and 2110-2115 (10 MHz)
		Luna	A1 – 1710-1715 and 2110-2115 (10 MHz)
WQGB420	CMA656 – Texas 5 – Hardeman	Archer	A1 – 1710-1715 and 2110-2115 (10 MHz)
		Baylor	A1 – 1710-1715 and 2110-2115 (10 MHz)
		Foard	A1 – 1710-1715 and 2110-2115 (10 MHz)
		Hardeman	A1 – 1710-1715 and 2110-2115 (10 MHz)
		Stephens	A – 1710-1720 and 2110-2120 (20 MHz)
		Throckmorton	A – 1710-1720 and 2110-2120 (20 MHz)
		Wilbarger	A1 – 1710-1715 and 2110-2115 (10 MHz)
		Young	A1 – 1710-1715 and 2110-2115 (10 MHz)

EXHIBIT A

Proportional Value of FCC Licenses Chart

Market		Market Name	Counties	2010		Bandwidth (MHz)	MHz Pops
Call Sign	Market Number			Pops			
WQKI627	CMA324	Arkansas 1 – Madison	Full Market	88,396	20	1,767,920	
WQKI628	CMA331	Arkansas 8 – Franklin	Full Market	77,251	20	1,545,020	
WQKI629	CMA335	Arkansas 12 – Ouachita	Full Market	172,628	20	3,452,560	
WQGB403	CMA353	Colorado 6 – San Miguel	Full Market	92,270	20	1,845,400	
WQGB413	CMA553	New Mexico 1 – San Juan	Full Market	301,932	20	6,038,640	
WQGB422	CMA668	Texas 17 – Newton	Full Market	290,164	20	5,803,280	
Partitioned and/or disaggregated licenses							
WQGB414	CMA555	New Mexico 3 – Catron	Catron	3,725	20	74,500	
WQGB414	CMA555	New Mexico 3 – Catron	Sierra	11,988	20	239,760	
WQGB414	CMA555	New Mexico 3 – Catron	Socorro	17,866	10	178,660	
WQGB414	CMA555	New Mexico 3 – Catron	Valencia	76,569	10	765,690	
WQGB415	CMA557	New Mexico 5 – Grant	Full Market	59,503	10	595,030	
WQGB420	CMA656	Texas 5 – Hardeman	Archer	9,054	10	90,540	
WQGB420	CMA656	Texas 5 – Hardeman	Baylor	3,726	10	37,260	
WQGB420	CMA656	Texas 5 – Hardeman	Foard	1,336	10	13,360	
WQGB420	CMA656	Texas 5 – Hardeman	Hardeman	4,139	10	41,390	
WQGB420	CMA656	Texas 5 – Hardeman	Stephens	9,630	20	192,600	
WQGB420	CMA656	Texas 5 – Hardeman	Throckmorton	1,641	20	32,820	
WQGB420	CMA656	Texas 5 – Hardeman	Wilbarger	13,535	10	135,350	
WQGB420	CMA656	Texas 5 – Hardeman	Young	18,550	10	185,500	
				1,253,903		23,035,280	
							100.00%

Pro-rata Purchase Price Allocation

MHz Pops % of Overall

7.67%

6.71%

14.99%

8.01%

26.21%

25.19%

0.32%

1.04%

0.78%

3.32%

2.58%

0.35%

0.16%

0.06%

0.18%

0.84%

0.14%

0.59%

0.81%

100.00%

EXHIBIT B

SALE ORDER

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF OKLAHOMA

In re:

Stelera Wireless, LLC,

Debtor-in-Possession.

Chapter 11

Case No. 13-13267

**ORDER (A) APPROVING THE SALE AND THE ASSUMPTION AND
ASSIGNMENT OF THE DEBTOR'S FCC LICENSES FREE AND CLEAR
OF LIENS AND CLAIMS TO PURCHASER, (B) AUTHORIZING AND
APPROVING THE LICENSE PURCHASE AGREEMENT WITH RESPECT
THERE TO AND (C) GRANTING RELATED RELIEF**

Upon the *Motion to Sell Property Free and Clear of Liens, Claims and Encumbrances*, to Waive the 14-Day Stay of Bankruptcy Rule 6004(h) and Notice of Opportunity for Hearing [Docket No. 44] (the “**Sale Motion**”) and the *Motion to Assume and Assign Certain FCC Licenses with Brief in Support and Notice of Opportunity for Hearing* as amended on the record at the Sale Hearing [Docket No. 48] (the “**Assumption Motion**”, and together with the Sale Motion, collectively, the “**Motions**”) filed by Stelera Wireless, LLC as debtor and debtor in possession (the “**Debtor**”) for entry of an order approving (i) the “Successful Bid” (as defined in the Bidding Procedures)¹ of AT&T Mobility Spectrum LLC (“**Purchaser**”), and as a “Back Up Bid” (as defined in the Bidding Procedures) the bid received from Atlantic Tele-Network, Inc. (“**Stalking Horse Purchaser**”), (ii) the assumption and assignment, and sale, by the Debtor of the FCC Licenses identified in the Sale Documents (as defined below) to Purchaser, and to the extent Purchaser fails to close, to the Stalking Horse Purchaser, free and clear of all Liens and Claims (each as defined below) with such Liens and Claims to attach to the proceeds of the sale,

¹ Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Purchase Agreement (as defined below) and to the extent of any inconsistency between the Purchase Agreement and this Sale Order (as defined below), this Sale Order shall govern in all respects.

(iii) the form of the License Purchase Agreement dated November 22, 2013 between the Seller and Purchaser attached hereto as Exhibit A (the “Purchase Agreement” and, together with all related exhibits, attachments and ancillary agreements, the “Sale Documents”), and (iv) such other relief in relation to the Sale (as defined below) contemplated herein (the “Sale Order”); Purchaser having presented the highest and otherwise best bid for the FCC Licenses² at the Auction (as defined in the Bidding Procedures); the Debtor having executed the Purchase Agreement; a hearing on the Motions having been held on November 22, 2013 (the “Sale Hearing”); all interested parties having been afforded an opportunity to be heard with respect to the Motions and all relief related thereto; and it appearing that the Court has jurisdiction over this matter; and the Court having determined that the relief requested by the Motions is proper, lawful, necessary, appropriate and in the best interests of the Debtor, its estate, creditors, equity holders, and all parties-in-interest; and the Court having considered the Motions, any objections filed thereto, the statements of counsel, and any testimony or offer of proof as to testimony that may have been presented at the Sale Hearing and any other responses and objections to the Motions having been withdrawn, resolved, or overruled by this Sale Order; and the Court having determined that the legal and factual bases set forth in the Motions and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor; it is hereby **FOUND AND DETERMINED THAT:**³

² As used herein, the term “FCC Licenses” may refer to the “Assigned Licenses” as described in the Purchase Agreement at section 2.1 as the context requires. Pursuant to the Purchase Agreement, Purchaser may elect to purchase less than all of the FCC Licenses, and only those FCC Licenses that are purchased are “Assigned Licenses”. Any FCC Licenses that Purchaser fails to purchase shall remain with Debtor and the purchase price shall not be adjusted if less than all FCC Licenses are purchased.

³ All findings of fact and conclusions of law announced by the Bankruptcy Court at the Sale Hearing in relation to the Motions are hereby incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

A. The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. The Bankruptcy Court has jurisdiction to consider the Motions, each of the transactions contemplated by the Sale Documents and the other relief requested in the Motions (collectively, the "Sale") pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this chapter 11 case and the Motions in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Actual written notice of the Sale Hearing, the Motions, and the Sale, and a reasonable opportunity to object or to be heard with respect to the Motions and the relief requested therein has been afforded to all interested parties and entities, including, but not limited to: (i) the U.S. Trustee; (ii) counsel to any of the Debtor's prepetition lenders; (iii) counsel to any of the Debtor's postpetition lenders; (iv) all parties that have requested special notice pursuant to Bankruptcy Rule 2002; (v) the Stalking Horse Purchaser and its counsel; (vi) Purchaser and its counsel; (vii) all persons or entities known or reasonably believed to have asserted a Lien on or Claim (each as defined below) in any of the FCC Licenses; (viii) federal, state and local taxing authorities who have a reasonably known interest in the relief requested by the Motions, including the Internal Revenue Service; and (ix) all persons or entities known or reasonably believed to have expressed an interest in acquiring the FCC Licenses that are the subject of the Purchase Agreement.

D. As evidenced by the certificates and affidavits of service previously filed with the Clerk of the Bankruptcy Court, and based on the representations of counsel at the Sale Hearing: (i) proper, timely, adequate and sufficient notice of the Motions, the Sale Hearing, and the Sale,

has been provided in accordance with sections 102(1), 105(a), 363 and 365 of the Bankruptcy Code and Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules; (ii) such notice was good and sufficient, and appropriate under the particular circumstances; and (iii) no other or further notice of the Motions, the Sale Hearing or the Sale, is or shall be required.

E. The statutory predicates for the relief sought in the Motions are sections 363, 365 and 105(a) of the Bankruptcy Code. In addition, the relief requested in the Motions is appropriate under Bankruptcy Rules 2002, 6004, 6006, 9006 and 9014.

F. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. section 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Bankruptcy Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

Highest and Best Offer

G. The Debtor has complied in all material respects with the Bidding Procedures Order and has duly and properly implemented the procedures contemplated thereby which has resulted in a fair and equitable sale process. In accordance with the Bidding Procedures Order, potential bidders were afforded a reasonable opportunity to submit competing bids by 4:00 p.m. on November 12, 2013. In accordance with the Bidding Procedures Order and the Bidding Procedures provided thereunder, the Auction occurred on November 20, 2013.

H. The Debtor has demonstrated a sufficient basis, sound business reasons and the existence of exigent circumstances requiring it to sell and assign the FCC Licenses under sections 363 and 365 of the Bankruptcy Code pursuant to the terms of the Purchase Agreement

and outside of a plan of reorganization, and the consummation of the Sale contemplated thereby is an appropriate exercise of the Debtor's business judgment and in the best interests of the Debtor, its creditors, its estate and other parties in interest.

I. Based upon the results of the Auction, the Debtor determined that the consideration provided by Purchaser pursuant to the terms of the Purchase Agreement: (i) is fair and reasonable; (ii) is the highest and otherwise best offer for the FCC Licenses; and (iii) will provide a greater recover for the Debtor's estate than would be provided by any other available alternative.

J. The Debtor afforded interested potential buyers a full, fair and reasonable opportunity to make a higher and better offer to purchase the FCC Licenses, and provided potential buyers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the FCC Licenses.

K. The Debtor's determination that the Purchase Agreement constitutes the highest and best offer for the FCC Licenses constitutes a valid and sound exercise of the Debtor's business judgment pursuant to sections 363(b) and 363(f) of the Bankruptcy Code.

L. Adequate assurance exists that the Purchaser will fully perform all future obligations under the FCC Licenses to be sold and assigned to the Purchaser under the Purchase Agreement.

Good Faith Purchaser

M. The Debtor and the Purchaser have acted in good faith and in accordance with applicable law. The Purchaser is not an "insider" or otherwise an "affiliate" of the Debtor (as such terms are defined in section 101 of the Bankruptcy Code). The Sale Documents were negotiated, proposed and entered into by the Debtor, on the one hand, and the Purchaser on the

other hand, without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit all or any part of the Sale or any obligation of the Debtor under the Sale Documents to be avoided under section 363(n) of the Bankruptcy Code.

N. The Purchaser is a buyer in good faith within the meaning of section 363(m) of the Bankruptcy Code and the decisions thereunder, and, as such, is entitled to the full protections afforded thereby, and otherwise has proceeded in good faith in all respects in connection with the Sale in that: (a) the Purchaser recognized that the Debtor was free to deal with the other potential parties interested in acquiring the FCC Licenses; (b) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed; (c) the Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (d) no common identity of directors or controlling stockholders exists between the Purchaser on the one hand, and the Debtor, on the other hand; and (e) the negotiation and execution of the Purchase Agreement and other Sale Documents related thereto were at arm's-length and in good faith and without collusion. The Purchaser will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in Closing the Sale.

No Fraudulent Transfer

O. The Purchase Price constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia.

Validity of Transfer

P. The Debtor had and has full authority and power to execute and deliver the Sale Documents, to perform its obligations thereunder, and to consummate the transactions

contemplated thereby and the execution, delivery and performance of the Sale Documents to be executed and delivered by the Debtor and the sale and assignment of the FCC Licenses, pursuant to the Purchase Agreement, has been duly and validly authorized by all necessary action. No other consents or approvals are necessary or required for the Debtor to enter into the Sale Documents, perform its obligations thereunder and consummate the transactions contemplated thereby.

Q. On the Closing Date, the Debtor's transfer of the FCC Licenses will be a legal, valid and effective transfer that will vest the Purchaser with all of the Debtor's rights, title, and interests in the FCC Licenses free and clear of all Liens and Claims (each as defined below) including but not limited to those that relate to Taxes arising under or out of, in connection with, or in any way relating to the operation or use of the FCC Licenses prior to the Closing Date (including, without limitation, any and all liens which may arise under any state and federal law statute by reason of the Debtor's or Purchaser's failure to comply with any other applicable statute relating to bulk or bulk sales laws).

R. The Purchaser would not have entered into the Purchase Agreement and would not consummate the Sale contemplated thereby, thus adversely affecting the Debtor, its estate, and its creditors, if the transfer of the FCC Licenses was not free and clear of all Liens and Claims (each as defined below) of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of such Liens and Claims. As used herein, the term "Lien" or "Liens" means any mortgage, lien, pledge, charge, or other security interest, encumbrance, easement, encroachment, servitude, conditional sales contract, reversionary interest, transfer restriction, right of first option, right of first refusal or similar restriction, including any restriction on use, transfer, receipt of income or exercise of any other attribute of ownership,

voting trust agreement, preemptive right, cause of action, option, right of way, or other adverse claim, defect of title, limitation or restriction of any type or nature whatsoever. Further, as used herein, the term "Claim" or "Claims" means any and all claims, rights, guarantees, judgments, demands, legal proceedings, defects, ownership interests, liabilities, obligations, interests, Taxes, levies, charges, assessments, defenses, setoffs, recoupments, title retention contracts, leases, subleases, agreements, commitments, restrictions of all kinds, and any other claims or encumbrances of whatever kind or nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of the Bankruptcy Case, and whether imposed by agreement, understanding, law, equity or otherwise, including but not limited to those (i) arising under doctrines of successor liability, (ii) that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the Seller's interest in such assets or contracts, or any similar rights and/or (iii) that relate to Taxes arising under or out of, in connection with, or in any way relating to the operation of the Seller or use of the Seller's assets prior to the Closing Date (including, without limitation, any and all liens which may arise under any state and federal law statute by reason of the Seller's failure to comply with any other applicable statute relating to bulk or bulk sales laws).

Sections 363(f) and 365 are Satisfied

S. The Debtor may sell the FCC Licenses free and clear of all Liens and Claims against the Debtor, its estate or any of the FCC Licenses because in each case, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Holders of Liens and Claims who did not object, or who withdrew their objections, to either or both of the Motions, the Purchase Agreement or the Sale are deemed to have consented pursuant to sections 363(f)(2) and 365 of the Bankruptcy Code. Holders of Liens and Claims who did object

to either or both of the Motions, the Purchase Agreement or the Sale fall within one or more of the other subsections of sections 363(f) and 365 of the Bankruptcy Code and are not entitled to adequate protection or are adequately protected by having their respective Liens and Claims, if any, attach to the cash proceeds of the Sale.

T. Notwithstanding any requirement for approval or consent by any person other than the Federal Communications Commission (the “**FCC**”), the transfer and assignment of the FCC Licenses to the Purchaser is a legal, valid and effective transfer of the FCC Licenses.

U. The Debtor and the Purchaser have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1) and 365(f)(2), in connection with the Sale and the assumption and assignment of the FCC Licenses by the Debtor to Purchaser. The Purchaser has demonstrated adequate assurance of future performance with respect to all the FCC Licenses.

V. The transfer of the FCC Licenses to the Purchaser shall in no way impose any liability or obligation upon the Purchaser for Liens or Claims related to the Debtor’s operation of its business or use of the FCC Licenses prior to the Closing Date or by reason of such transfer under the laws of the United States, any state, territory or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity, including without limitation, any theory of antitrust, successor or transferee liability. The Purchaser shall not be deemed, as a result of any action taken in connection with the Sale of the FCC Licenses, to (i) be a successor (or other such similarly situated party) to the Debtor or (ii) have, *de facto* or otherwise, merged with or into the Debtor. The Purchaser is not acquiring or assuming any liability, warranty or other obligation of the Debtor.

Compelling Circumstances for an Immediate Sale

W. To maximize the value of the assets and recovery to the Debtor's estates, it is essential that the Sale occur within the time constraints set forth in the Purchase Agreement. Time is of the essence in consummating the Sale.

X. The Purchaser will be acting in good faith pursuant to section 363(m) of the Bankruptcy Code in Closing the transactions contemplated by the Purchase Agreement, and cause has been shown as to why this Sale Order should not be subject to the stays provided by Bankruptcy Rules 6004(g) and 6006(d).

Y. The Sale of the FCC Licenses pursuant to the Sale Documents is reasonable and necessary under the facts and circumstances of this bankruptcy case.

NOW THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

General Provisions

1. The relief requested in the Motions is granted and approved, and the Sale contemplated thereby is approved as set forth in this Sale Order. All objections to the entry of this Sale Order or the relief provided herein that have not been withdrawn, waived, settled, or specifically addressed in this Sale Order, and all reservations of rights included in such objections, are overruled in all respects on the merits and denied.

Approval of the Sale Documents

2. The Sale Documents, and all of the terms and conditions thereof, are hereby approved.

3. Pursuant to sections 363(b), 363(f) and 365 of the Bankruptcy Code, the Debtor is authorized and directed to consummate the Sale in accordance with the terms and conditions of the Sale Documents without further application to or order of this Bankruptcy Court.

4. The Debtor is further authorized and directed to take such steps and to execute such documents as are reasonably necessary to consummate the Sale and give effect to the transfers and transactions contemplated under the Sale Documents, and to take all further actions as may be reasonably requested by the Purchaser for the purpose of assuming and assigning, transferring, granting, conveying and conferring to the Purchaser the FCC Licenses, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Sale Documents. The Closing of the Sale of the FCC Licenses shall be held after satisfaction and fulfillment of or waiver of, the conditions to the Closing set forth in the Purchase Agreement.

5. The terms and provisions of this Sale Order shall be binding in all respects upon the Debtor, its Affiliates, its estate, all known or unknown creditors of, and all known or unknown holders of equity interests in, the Debtor, any holders of Liens or Claims against the Debtor, or in or on all or any portion of the FCC Licenses, the Purchaser, its Affiliates and all successors and assigns of the Purchaser, the Stalking Horse Purchaser, its Affiliates and all successors and assigns of the Stalking Horse Purchaser, and any trustees, if any, subsequently appointed in the Debtor's chapter 11 case or upon a conversion to chapter 7 under the Bankruptcy Code of the Debtor's bankruptcy case. This Sale Order and the Sale Documents shall inure to the benefit of the Debtor, its Affiliates, its estate, the Purchaser, its Affiliates, and their respective successors and assigns. The Sale Documents shall not be subject to rejection.

Transfer of FCC Licenses

6. The transfer and assignment of the FCC Licenses to the Purchaser shall constitute a legal, valid and effective transfer. Right, title and interest in and to the FCC Licenses shall pass to the Purchaser at Closing free and clear of all Liens and Claims pursuant to section 363(f) of the Bankruptcy Code, with all such Liens and Claims upon the FCC Licenses to be unconditionally and irrevocably released, discharged and terminated; provided, however, that all such Liens and Claims shall attach to the cash proceeds of the Sale of the FCC Licenses with the same extent, validity and priority as existed with respect to the FCC Licenses prior to the Closing, subject to any claims and defenses the Debtor may possess with respect thereto.

7. Except as expressly permitted or otherwise specifically provided by this Sale Order, all persons and entities holding Liens or Claims against, arising under or out of, in connection with, or in any way relating to, the Debtor, the operation of the Debtor's business prior to the Closing Date, the FCC Licenses, or the transfer of the FCC Licenses to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against the Purchaser, its Affiliates or its successors or assigns, or the property or assets of any of them, such persons' or entities' Liens or Claims. On the Closing Date, each creditor and holder of any Lien or Claim is authorized and directed to execute such documents and take all other actions as may be necessary to release any Liens or Claims on the FCC Licenses, if any, as provided for herein.

Additional Sale Provisions

8. The provisions of this Sale Order authorizing the sale and assignment of the FCC Licenses by the Debtor free and clear of Liens and Claims to the extent hereinafter provided (with such Liens and Claims to attach to the cash proceeds of the sale of the FCC Licenses), shall

be self-executing, and neither the Debtor, the Purchaser nor any other party shall be required to execute or file releases, termination statements, assignments, cancellations, consents or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such sale and assignment; provided, however, that this paragraph shall not excuse such parties from performing any and all of their respective obligations under the Sale Documents.

9. This Sale Order (a) shall be effective as a determination that, on the Closing Date, all Liens and Claims of any kind or nature whatsoever existing with respect to the FCC Licenses prior to the Closing have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all persons and entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of such assets or contracts, and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

10. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale transactions authorized herein.

11. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Liens with respect to the Debtor or the FCC Licenses shall not have delivered to the Debtor and the Purchaser prior to the Closing

Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens which the person or entity has with respect to the Debtor or the FCC Licenses, or otherwise, then (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such assets and contracts, and (b) the Purchaser is hereby authorized, at its cost, to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens and termination of all Claims in the FCC Licenses of any kind or nature whatsoever.

12. The Purchaser shall have no liability or responsibility for any liability, debt or other obligation of the Debtor arising under or related to the Debtor's business or the FCC Licenses. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein, the Purchaser shall not be liable for any Liens or Claims against or in the Debtor or any of its predecessors or Affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtor or any obligations of the Debtor arising prior to the Closing Date, including, but not limited to, (a) liabilities on account of any Taxes arising, accruing or payable under, out of, in connection with or in any way relating to the operation of the Debtor's business or the FCC Licenses prior to the Closing Date, and (b) liabilities based on any theory of antitrust, successor or transferee liability, *de facto* merger or substantial continuity based on conduct, actions, or events arising prior to the Closing Date.

13. Under no circumstances shall the Purchaser be deemed a successor of or to the Debtor for any Lien or Claim against or in the Debtor, the Debtor's business or the FCC Licenses of any kind or nature whatsoever. The sale, transfer, assignment and delivery of the FCC Licenses shall not be subject to any Liens or Claims, and Liens or Claims of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtor. All persons or entities holding Liens or Claims against or in the Debtor or the FCC Licenses of any kind or nature whatsoever (including, but not limited to, the Debtor and/or its successors (including any trustee)), creditors, employees, unions, former employees, equity holders, administrative agencies, governmental units, secretaries of state, federal, state and local officials, including those maintaining any authority relating to any environmental, health and safety laws, and the successors and assigns of each of the foregoing) shall be, and hereby are, forever barred, estopped and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Liens or Claims of any kind or nature whatsoever against the Purchaser, its Affiliates, its successors and assigns, or the property or assets of any of them, or the FCC Licenses, as an alleged successor or otherwise, with respect to any Lien or Claim of any kind or nature whatsoever such person or entity had, has or may have against or in the Debtor, or its estate, officers, directors, equity holders or the FCC Licenses. Following the Closing Date, no holder of a Lien or Claim in or against the Debtor or its estate shall interfere with the Purchaser's title to or use and enjoyment of the FCC Licenses based on or related to such Liens or Claims, or any actions that the Debtor may take in its chapter 11 case.

Additional Provisions

14. The consideration provided by the Purchaser for the FCC Licenses purchased pursuant to the Purchase Agreement shall be deemed to constitute reasonably equivalent value

and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. The sale and assignment of the FCC Licenses to the Purchaser pursuant to the Purchase Agreement and this Sale Order is free from any fraudulent intent, purpose or desire on the part of the Purchaser or the Debtor to escape liability for any obligations of the Debtor or for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code under the laws of the United States, any state, territory, possession, or the District of Columbia.

15. The Purchaser is hereby granted and is entitled to the protections provided to a good faith buyer under section 363(m) of the Bankruptcy Code with respect to the transfer and assignment of the FCC Licenses and consummation of the Sale Documents as determined by this Sale Order. Pursuant to section 363(m) of the Bankruptcy Code, the reversal or modification of this Sale Order on appeal shall not affect the validity of the Sale and transfer of the FCC Licenses to the Purchaser.

16. The transactions contemplated in the Sale Documents may not be avoided, and no damages may be assessed against the Purchaser under section 363(n) of the Bankruptcy Code.

17. The provisions of this Sale Order and any actions taken pursuant hereto shall survive the entry of any order which may be entered confirming any plan of reorganization or liquidation for the Debtor, or which may be entered converting the Debtor's case from chapter 11 to chapter 7 and shall be binding on any trustee or successor trustee. The Debtor shall not file, nor seek to confirm, any plan of reorganization or liquidation in this case or take any action that is inconsistent with the Purchase Agreement or the Debtor's obligations arising thereunder or that impairs in any way the Purchaser's rights or remedies thereunder.

18. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend the FCC Licenses that are sold and assigned to the Purchaser on account of the filing or pendency of this chapter 11 case or the consummation of the transactions contemplated by the Purchase Agreement.

19. The Sale Documents and the transactions and instruments contemplated thereby shall be specifically enforceable against and binding upon, and not be subject to rejection or avoidance by, the Debtor, its Affiliates, its estate or any successor, assign, or trustee of the Debtor, and shall be binding in all respects upon any affected third parties including, but not limited to, all persons or entities asserting Liens or Claims in the FCC Licenses to be sold and assigned to the Purchaser pursuant to the Sale Documents.

20. Notwithstanding Bankruptcy Rules 7062, 9014, 6004(h) and 6006(d), this Sale Order shall not be stayed for 14 days after the entry of the Sale Order and shall be effective and enforceable immediately upon entry.

21. The Bankruptcy Court shall retain exclusive jurisdiction over any matter or dispute arising from or relating to the implementation of this Sale Order as well as to enforce and implement the terms and provisions of the Sale Documents, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including but not limited to, retaining jurisdiction to: (a) compel delivery of the FCC Licenses to the Purchaser; (b) to implement, interpret, consummate, enforce and/or effectuate the provisions of this Sale Order, the Sale Documents, and all agreements arising out of, related to, or approved pursuant to this Sale Order; (c) resolve any disputes arising under or related to the Sale Documents; (d) enter orders in aid or furtherance of the transactions contemplated in the Sale Documents or to ensure the peaceful use, possession and enjoyment of the FCC Licenses by

the Purchaser; and (e) protect the Purchaser against any Lien or Claim in the Debtor or the FCC Licenses, of any kind or nature whatsoever, attaching to the cash proceeds of the Sale.

22. The Purchase Agreement and any other Sale Document may be waived, modified, amended, or supplemented by the parties thereto, in a writing signed by all parties, and in accordance with the terms thereof, without further action of the Bankruptcy Court; provided, however, that any such waiver, modification, amendment, or supplement does not have a material adverse effect on the Debtor's estate.

23. The failure specifically to include any particular provisions of the Sale Documents in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Bankruptcy Court, the Debtor and the Purchaser that the Sale Documents are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order. Likewise, all of the provisions of this Sale Order are nonseverable and mutually dependent.

Dated: November ____, 2013

United States Bankruptcy Judge
Western District of Oklahoma

Schedule 3.1.3(a)

Litigation

None.

Schedule 3.1.3(b)

Fines, Penalties, etc.

None.

Schedule 3.1.5

Taxing Authorities

Albert Uresti, MPA, Bexar County Tax Assessor-Collector, P.O. Box 2903, San Antonio, TX 78299-2903
 Andrews ISD Tax Office 600 N. Main Andrews, TX 79714
 Ann Franke Tax Assessor-Collector Karnes County Tax Office 200 E Calvert Ave Suite 3 Karnes City, TX 78118
 City of Floresville C/O Anna D Gonzales, Tax Collector 2 Library Lane Suite 1 Floresville TX 78114-2239
 Bee County Tax Assessor C/O Linda Bridge RTA 411 E Houston St. Beeville TX 78102
 Bent County Treasurer Alta Mae Brown 725 Bent Ave PO Box 31 Las Animas CO 81054
 Bexar County District Clerk 711 Navarro, Suite 300 San Antonio, TX 78205
 Calhoun County Appraisal District Jerry Daum PO Box 49, 426 W Main Port Lavaca, TX 77979-0049
 City of Floresville C/O Anna D. Gonzales, Tax Collector 2 Library Lane, Suite 1 Floresville, TX 78114-2239
 City of Lamesa c/o Fred Vera 601 S. 1st Street Lamesa, TX 79331
 City of Proth, Tax Department City of Proth P.O. Box 579 Proth, TX 78147-0579
 City of Pueblo Finance Dept/Sales Tax Division P O Box 1427 Pueblo, CO 81002
 State of Colorado Colorado Dept of Revenue Denver, CO 80261-0013
 County Treasurer Seward 515 N. Washington Ave STE 102 Liberal, KS 67901
 Crowley County Treasurer Treasurer's Office 631 Main Street Ordway, CO 81063
 CWOA 2475 Commerce Blve Grand Junction, CO 81505
 Dawson Co Central Appr Dist Norma Brock, Tax Assessor/Collector PO Box 797 1806 Lubbock Hwy Lamesa, TX 79331-0797
 Delta County Clerk 501 Palmer St #211 Delta, CO 81416-1764
 Delta County Treasurer 501 Palmer Suite 202 Delta, CO 81416-1764
 Dennis Smith Otero County Treasurer PO Box 501 La Junta, CO 81050
 Diane Hogg Tax Assessor - Collector Dawson Co. PO Box 1268 Lamesa, TX 79331
 Diane Hogg - Dawson County Assessor 502 N 1st Lamesa, TX 79331-5406
 Floresville I.S.D. C/O Anna D. Gonzales, Tax Collector 2 Library Lane, Suite 1 Floresville, TX 78114-2239
 Gaines County Appraisal District PO Box 490 Seminole, TX 79360-0490
 Internal Revenue Service Kansas City, MO 64999-0202
 Internal Revenue Service SBSE Collections 555 N Carancahua ST STE 110 Corpus Christi, TX 78478-9982
 Jeri D. Cox, Tax Assessor-Collector 319 N. Church St. Rockport, TX 78382
 Kansas Department of Revenue 915 SW Harrison St. Topeka, KS 66625-0001
 Karnes County-Brenda Janysek Tax Assessor-Collector 200 E. Calvert Ave., STE #3 Karnes City, TX 78118
 Kathy A Sayles, TAC Howard County 315 South Main PO Box 1111 Big Spring, TX 79721-1111
 Kathy Reeves Tax Assessor/Collector PO Box 712 Midland, TX 79702
 Kleberg County Tax Melissa Trevino-De La Garza PO Box 1457 Kingsville, TX 78364-1457
 Lea County Treasurer Donna Duncan 100 N. Main Ave Suite 3C Lovington, NM 88260-4000
 Tax Assessor Collector Martin County Appraisal District Marsha Graves RPA, RTA Box 1349 Stanton, TX 79782
 Martin County Tax Office, TAC Kathy Hull RTA Box 998 Stanton, TX 79782
 Mesa County Treasurer 544 Rood Ave ("Old" Courthouse) P.O. Box 20,000 Grand Junction, CO 81502-5027
 Midland Central Appraisal District 4631 Andrews HWY PO Box 908002 Midland, TX 79708-0002
 Midland County Tax Office P. O. Box 712 Midland, TX 79701
 Mineral County Treasurer C/O Patti Payne PO Box 70 Creede Colorado 81130
 Tax Assessor/Collector Mitchell County Tax Faye Lee RTA/C 438 East 2nd Street Colorado City, TX 79512
 Montrose County Treasurer RoseMary M Murphy PO Box 609 Montrose, CO 81402
 Morgan County Treasurer Robert A Sagel PO Box 593 Fort Morgan, CO 80701-0593
 Nikki McDonald Moore County Tax Office PO Box 616 700 S Bliss Avenue Dumas, TX 79029
 Oklahoma County Treasurer P O Box 268875 Oklahoma City, OK 73126-8875
 Oklahoma Secretary of State 2300 N. Lincoln Blvd. Room 101 State Capital Building Oklahoma City OK 73105-4897
 Otero County Clerk Sharon Sisroy PO Box 511 La Junta, CO 81050
 Prowers County Treasurer Lorraine Woolley 301 S Main Street Suite 200 Lamar, CO 81052
 Pueblo County Treasurer Del Olivas 215 West 10th Street Room 110 Pueblo, CO 81003-2968
 Refugio County Tax Assessor-Collector Ida M Turner, RTA 808 Commerce, RM 109 Refugio, TX 78377

Robert Miller Potter County Tax Assessor-Collector PO Box 2289 Amarillo, TX 79105-2289
Robin Harper, RTA Andrews County Tax Office 201 N. Main Andrews, TX 79714-6593
Terry County Appraisal District Ronny Burran, Chief Appraiser/TAC PO Box 426 Brownfield, TX 79316-3205
Scurry County Tax Office Jana Young Tax Assessor Collector 1806 25th Street Snyder, TX 79549
Sherry Wilson Seward County Treasurer 515 N. Washington, Suite 102 Liberal, KS 67901
Texas State Comptroller Comptroller of Public Accounts 111 E. 17th Street Austin TX 78774-0100
Andrews City
Beeville City
Brownfield City
Colorado City
Dumas City
Floresville City
Fulton City
LaVerna City
Lamesa City
Port Lavaca City
Poth City
Refugio City
Rockport City
Seadrift City
Snyder City
Stanton City
Stockdale City
Sunray City
Sweetwater City
Aransas County
Bee County
Calhoun County
Dawson County
Mitchell County
Scurry County
Terry County
Aransas County Health Services
LaVerna Mun. Development Dist.
State Department of Colorado Department of Revenue Denver, CO 80261-0013
Montrose County
Mesa County
Fruita City
Palisade City
Powers County
Delta County
Cedaredge City
Pueblo County
Otero County
State of Kansas Memorial Hall, 1st Floor 120 SW 10th Avenue Topeka, KS 66612-1594
Sylvia S. Romo Bexar County Tax Assessor-Collector P O Box 839950 San Antonio, TX 78283-3950
Wilson CAD - Tax Collector Wilson County Appraisal District 1611 Railroad St. Floresville, TX 78114
Wilson County C/O Anna D. Gonzales, Tax Collector 2 Library Lane Suite 1 Floresville, TX 78114-2239