

**BIDDING PROTOCOL AND JOINT BIDDING ARRANGEMENT**

BIDDING PROTOCOL AND JOINT BIDDING ARRANGEMENT (this “Bidding Protocol”), is made and effective as of September 12, 2014, by and among SNR WIRELESS MANAGEMENT, LLC, a Delaware limited liability company (“SNR”), SNR WIRELESS HOLDCO, LLC, a Delaware limited liability company (the “Company”), SNR WIRELESS LICENSECO, LLC, a Delaware limited liability company (the “License Company”), AMERICAN AWS-3 WIRELESS III L.L.C., a Colorado Limited Liability Company (“American III”), and for purposes of Sections 4 and 5 only, AMERICAN AWS-3 WIRELESS I L.L.C., a Colorado Limited Liability Company (“American I”).

WHEREAS, American III and SNR are contemporaneously entering into the Limited Liability Company Agreement of SNR HoldCo (the “SNR LLC Agreement”), contemplating that the License Company will participate in the Auction (as defined therein) to acquire licenses (as defined therein) thereby;

WHEREAS, the SNR LLC Agreement contemplates the coordination of the Company, American III, and DISH Network L.L.C. through a management agreement, a trademark license agreement, and other arrangements;

WHEREAS, the parties desire to enter into this Bidding Protocol in order to set forth their understanding regarding the participation by the License Company in the Auction;

WHEREAS, American III and American I (an affiliate of American III) intend to participate in the Auction directly and/or indirectly, individually and/or in combination with its or their Affiliates (including American AWS-3 Wireless II L.L.C. (“American II”), subsidiaries, officers, directors, employees, agents and otherwise and with or without the other parties hereto (and nothing in this Bidding Protocol is intended to limit any such participation); and

WHEREAS, the parties desire to coordinate bidding in the Auction to comply with spectrum aggregation limits or policies that may be applied under the FCC Rules (as defined in the SNR LLC Agreement), to facilitate the consolidation of their systems as and to the extent contemplated in the SNR LLC Agreement, and to facilitate the Business of the Company as set forth in the SNR LLC Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Auction Committee
  - (a) Composition

The License Company will participate in the Auction exclusively through an auction committee (the “Auction Committee”) to which the License Company hereby delegates the sole conduct of its participation in the Auction, with all the authority and full discretion to act on behalf of the License Company, subject at all times to the other terms of this Bidding Protocol. The Auction Committee shall consist of three members, two of whom shall be appointed by SNR and one of whom shall be appointed by American III. One of the members appointed by SNR shall chair the Auction Committee and shall act as the “Bidding Manager”. SNR and American

III shall make such appointments not later than October 10, 2014. Each member of the Auction Committee shall serve at the pleasure of the appointing party; provided that the Bidding Manager shall not be removed by SNR except for cause, and (subject to paragraph (b) below) the removal of a member of the Auction Committee shall not be effective until the removing party, with notice to the other party, appoints a successor. Except as otherwise provided in this Agreement, decisions of the Auction Committee shall be made by majority vote.

(b) Bidding Manager

The Bidding Manager shall be an “authorized bidder” for the License Company, and as such shall be responsible for the preparation and submission of all bids on behalf of the License Company in the Auction. In the event that the Bidding Manager is removed pursuant to paragraph (a) above, or is otherwise unavailable to serve, he shall be replaced by a person designated by SNR and subject to the approval of American III not to be unreasonably withheld or delayed.

(c) Availability

Each of American III and SNR shall cause its member or members of the Auction Committee to be available and reachable at all times during the Auction, whether or not for a planned meeting or conference or on short or no notice. The contact information for each member of the Auction Committee is set forth on Schedule I hereto, which schedule shall be updated promptly to reflect the replacement of any member of the Auction Committee under Section 1(a).

2. Objectives and Limitations

(a) Bidding Objectives

The License Company will be authorized to bid on all licenses (the “Target Licenses”) available in the markets listed on, and subject to the other criteria specified on, Schedule II hereto (which schedule shall be established by SNR and American III and attached hereto not later than October 10, 2014) but the License Company will, subject to such criteria, use its reasonable best efforts to acquire the Target Licenses in the preferred priority order set forth on Schedule II as established by SNR and American III and attached hereto not later than October 10, 2014 (such list and other criteria being referred to hereinafter as the “Bidding Objectives”). SNR and American III may, upon mutual agreement, add or delete licenses to Schedule II. In order to be eligible to bid on the Target Licenses, the License Company will submit an upfront payment to the FCC no later than 6:00 pm Eastern Time on October 15, 2014 in the amount specified in Schedule II, if any, as established by SNR and American III and attached hereto not later than October 10, 2014.

(b) Overall Bidding Cap

Notwithstanding anything herein to the contrary, in no event shall the Auction Committee or the Bidding Manager have authority to bid for licenses with an aggregate Auction Purchase Price in excess of the Overall Bidding Cap amount that will be established by SNR and American III and set forth on Schedule II to be attached hereto not later than October 10, 2014.

(c) Maximum Price Per MHz Pop

The “Initial Maximum Price Per MHz Pop” and the MHz sought for each Target License will be established by SNR and American III and will be set forth on Schedule II to be attached hereto not later than October 10, 2014. Subject to the other terms of this Agreement, the Auction Committee, in accordance with the Bidding Objectives, shall determine the licenses and the MHz sought, and their priority if more than one, on which the License Company will enter bids at each round of the Auction, and the respective bid amounts to be entered, in each case up to the Initial Maximum Price Per MHz Pop. If the Bidding Manager believes it to be in the best interests of the License Company, in light of the License Company’s objectives set forth in this Bidding Protocol, to exceed the Initial Maximum Price Per MHz Pop for any licenses, or to place bids on licenses that are not identified as Target Licenses on Schedule II, the Bidding Manager may do so only with the prior written approval of all other members of the Auction Committee. All other bidding decisions outside the scope of this Bidding Protocol shall be ineffective unless approved by all members of the Auction Committee. By way of illustration and not limitation, electronic and facsimile transmission shall be considered proper delivery methods for delivering any written approval under this Bidding Protocol.

(d) Nothing set forth in this Agreement shall be deemed to require American III to agree upon any Bidding Objectives, Target Licenses, the Overall Bidding Cap and/or any Maximum Price Per MHz Pop, and SNR, the Company and the License Company acknowledge and agree that American III may not reach agreement with one or more of the other parties on the foregoing for any reason or for no reason. Furthermore, SNR, the Company and the License Company acknowledge and agree that American III and American I intend to participate in the Auction, and American III may do so directly and/or indirectly, individually and/or in combination with its or their Affiliates (including American II), subsidiaries, officers, directors, employees, agents and otherwise and with or without the other parties hereto. Nothing in this Bidding Protocol is intended to limit any such participation in any way, including with respect to licenses on which the License Company also may be submitting bids during the auction, even if such participation causes the License Company to fail to be the winning bidder on any licenses offered in the Auction.

3. Bidding.

(a) Auction Conferences

On each day (or the evening prior to the day) on which a round of bids with respect to licenses are to be submitted to the Federal Communications Commission (the “FCC”) in the Auction (each, an “Auction Day”), and within a reasonable period of time prior to the required time of submission of such bids, the Bidding Manager will host a conference or teleconference of members of the Auction Committee (each, an “Auction Conference”) to review the bids to be submitted on that Auction Day (in view of, among other things, the Bidding Objectives), provided that other representatives of American III and SNR, in each of their sole discretion, may observe and participate in each Auction Conference, it being understood that none of such other participants shall be deemed to be members of the Auction Committee. The Auction Committee shall seek to obtain a consensus with respect to all bidding decisions. If the Auction Committee is unable to obtain a consensus with respect to a bidding decision, the bidding

decision shall be submitted to John Muleta of SNR and Charlie Ergen of American III, who shall promptly address the matter. If Mr. Muleta and Mr. Ergen are unable to obtain a consensus with respect to a bidding decision, then the bidding decision will be made by the Bidding Manager, but subject to the constraints of this Bidding Protocol (including, but not limited to, the Bidding Objectives and any obligations to secure unanimous consent of the members of the Auction Committee). Further, except as set forth in Sections 2(b) and 2(c), the Bidding Manager may, in his discretion, submit successively higher bids with respect to one or more licenses if multiple rounds of bidding are held on a single Auction Day, without convening a new Auction Conference. The Bidding Manager shall deliver to each other member of the Auction Committee a written report on the bids submitted on each Auction Day reasonably promptly after the submission of such bids.

(b) Unavailability

If the Bidding Manager shall have used his reasonable best efforts to notify each other member of the Auction Committee of an Auction Conference that he will be conducting and either one or both of such other members of the Auction Committee is unavailable to participate in such Auction Conference, the Bidding Manager may in his discretion, subject at all times to the limitations set forth herein (including, without limitation, the Bidding Objectives and any obligations to secure unanimous consent of the members of the Auction Committee), enter bids for licenses discussed at such Auction Conference, or which would have been discussed or approved at such Auction Conference, as the case may be, notwithstanding such unavailability of one or both of the other members of the Auction Committee for the proposed Auction Conference.

(c) Subject at all times to the limitations set forth in this Bidding Protocol (including, without limitation, the Schedules hereto), the Auction Committee shall not cause the License Company to increase its bid for a particular license by more than the minimum amount required by the FCC Rules or policies, unless directed by a unanimous vote of the Auction Committee's members.

(d) If the License Company submits any bid that is inconsistent with this Bidding Protocol, and such bid is not subsequently approved by a unanimous vote of the Auction Committee, then the License Company shall promptly withdraw the bid and seek to minimize any withdrawal penalties.

4. Joint Bidding Arrangement

The parties will coordinate bidding in the Auction to comply with spectrum aggregation limits or policies that may be applied under the FCC Rules (as defined in the SNR LLC Agreement), to facilitate the consolidation of their systems as and to the extent contemplated in the SNR LLC Agreement, and to facilitate the Business of the Company as set forth in the SNR LLC Agreement. Such coordination will be effected by communications among authorized representatives of the parties at regular intervals during the Auction, which intervals shall be established by such parties. All such communications and coordination shall be subject to the confidentiality provisions of the SNR LLC Agreement. Nothing in this Section 4 shall be construed to alter the existing rights and powers of SNR as manager of the Company to manage,

operate and control the Company and the License Company and to make all decisions necessary or appropriate to carry on the business and affairs of the Company and the License Company as set forth in the SNR LLC Agreement, nor shall the provisions of this Section 4 be construed to alter the existing rights and powers of American III under the SNR LLC Agreement.

5. Miscellaneous

(a) Compliance

The Auction Committee and the Bidding Manager, shall perform their obligations hereunder in a manner which complies with the FCC Rules and all other applicable laws and regulations.

(b) Governing Law

This Bidding Protocol shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

(c) Entire Understanding

This Bidding Protocol and the SNR LLC Agreement set forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersede any prior written or oral understandings with respect thereto. This Bidding Protocol shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Counterparts

This Bidding Protocol may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

(e) Termination

This Bidding Protocol shall terminate automatically upon the earlier of: (i) the deadline for post-Auction down payments on licenses won in the Auction and (ii) the termination of the SNR LLC Agreement. The provisions of Section 4 hereof and this Section 5(e) shall survive any termination of this Agreement (whether pursuant to the preceding sentence or otherwise) and shall continue in force and effect until the date and time established by the FCC as the deadline for post-Auction down payments on licenses won in the Auction.

(f) Amendments

This Bidding Protocol may not be amended except in a writing executed by all of the parties hereto.

(g) Defined Terms

Capitalized terms not otherwise defined in this Bidding Protocol shall have the meaning given to such terms in the SNR LLC Agreement.

[Remainder of Page Intentionally Left Blank]

[SIGNATURE PAGE TO BIDDING PROTOCOL AND JOINT BIDDING ARRANGEMENT]

IN WITNESS WHEREOF, the undersigned have executed this Bidding Protocol as of the date first above written.

SNR WIRELESS MANAGEMENT, LLC

By Atelum LLC, Its Manager

By   
Name: John Muleta  
Title: Managing Member

SNR WIRELESS HOLDCO, LLC

By SNR Wireless Management, LLC, Its Manager  
By Atelum LLC, Its Manager

By   
Name: John Muleta  
Title: Managing Member

SNR WIRELESS LICENSECO, LLC

By SNR Wireless HoldCo, LLC, Its sole member  
By SNR Wireless Management, LLC, Its Manager  
By Atelum LLC, Its Manager

By   
Name: John Muleta  
Title: Managing Member

[CONTINUATION OF SIGNATURE PAGE TO BIDDING PROTOCOL AND JOINT  
BIDDING ARRANGEMENT]

AMERICAN AWS-3 WIRELESS III L.L.C.

By



Name: Thomas A. Cullen

Title: EVP, Corporate Development

**FOR PURPOSES OF SECTIONS 4 AND 5  
ONLY:**

AMERICAN AWS-3 WIRELESS I L.L.C.

By



Name: Thomas A. Cullen

Title: EVP, Corporate Development



**SCHEDULE I**

<b>Member of Auction Committee</b>	<b>Contact Information</b>
<b>John Muleta</b>	Office Tel: 571-482-9111 Office Fax: 888-804-0321 Home Tel: Home Fax: Mobile: [REDACTED]  Email: <a href="mailto:john@atelum.com">john@atelum.com</a>
<b>Tom Cullen</b>	[REDACTED]  [REDACTED]  [REDACTED]
<b>[3<sup>rd</sup> Party Auction Consultant TBD]</b>  Auction Chair and Bidding Manager	Office Tel: Office Fax: Home Tel: Home Fax: Mobile:  Email:

**Schedule II**

**SNR Wireless LicenseCo, LLC (“License Company”)**

1. Unless otherwise expressly provided, all paragraph references in this Schedule II are to that certain Bidding Protocol and Joint Bidding Arrangement (the “Bidding Protocol”), made and effective as of September 12, 2014, by and among SNR WIRELESS MANAGEMENT, LLC, a Delaware limited liability company (“SNR”); SNR WIRELESS HOLDCO, LLC, a Delaware limited liability company (the “Company”); SNR WIRELESS LICENSECO, LLC, a Delaware limited liability company (the “License Company”); American AWS-3 Wireless III L.L.C., a Colorado limited liability company (“American III”); and American AWS-3 Wireless I L.L.C., a Colorado limited liability company (“American I”).
  
2. “Overall Bidding Cap” (pursuant to Paragraph 2(b) of the Bidding Protocol):  
[REDACTED]
  
3. “Maximum Transitory Bidding Exposure” [REDACTED]  
[REDACTED]
  
4. Target Licenses and “Maximum Price Per MHz POP” (pursuant to Paragraphs 2(a) and 2(c) of the Bidding Protocol):
  - a. Target Licenses (pursuant to Paragraph 2(a) of the Bidding Protocol) are licenses offered in Auction 97 for those markets set forth in TABLE 4.1, and TABLE 4.2 hereof.
  
  - b. The Maximum Price Per MHz POP for each Target License (pursuant to Paragraph 2(c) of the Bidding Protocol) shall be, (i) with respect to TABLE 4.1, the result of dividing (A) the Initial Maximum License Price value for that Target License by (B) the Population figure for that Target License and dividing that result by (C) the MHz Sought for that Target License or (ii) with respect to TABLE 4.2, [REDACTED].





[REDACTED]

[End of Schedule II]

**Change Authorization to Schedule II<sup>1</sup>**

**Auction Round Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**1. Change to maximum Overall Bidding Cap bidding authority (Section 2 of Schedule II)**

mark X, if there is a change

The Bidding Manager is requesting authorization to increase the License Company Overall Bidding Cap pursuant to 2(b) from \$\_\_\_\_\_ to \$\_\_\_\_\_. Approval of this increase in the License Company aggregate Auction Purchase Price will be deemed to be an Amendment of Schedule II.

**2. Change to Maximum Transitory Bidding Exposure**

mark X if there is a change

The Bidding Manager is requesting authorization to increase the License Company Maximum Transitory Bidding Exposure from \$\_\_\_\_\_ to \$\_\_\_\_\_, subject to a negligible exposure of winning bids of not more than \$\_\_\_\_\_.

**3. Change to Schedule II**

mark X if there is a change

The Bidding Manager believes it to be in the best interests of the License Company, in light of its objectives set forth in the Bidding Protocol, to restate Schedule II as set forth on the attached Exhibit I.

**RECOMMENDED AND APPROVED BY:**

\_\_\_\_\_  
[\_\_\_\_\_] Bidding Manager and Auction Committee Chair

**APPROVED BY:**

\_\_\_\_\_  
[\_\_\_\_\_] Auction Committee Member

\_\_\_\_\_  
[\_\_\_\_\_] Auction Committee Member

<sup>1</sup> Pursuant to Paragraph 2(c) of the Bidding Protocol.