



# BELLVILLE INDEPENDENT SCHOOL DISTRICT

## Meeting of the BISD Board of Trustees

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### EBS License Sale or Lease

In 2019 the FCC adopted rule changes for the Educational Broadband Spectrum (EBS) licenses. The EBS licenses could now be sold to for-profit entities, there are no longer FCC requirements for reservation of EBS capacity to education and a 180 day discontinuation of services rule (use it or lose it rule).

Bellville ISD engaged the services of FCC attorney Todd Gray of Gray Miller Persh LLP for advice and legal representation in matter of the EBS License. Mr. Gray and his firm have extensive clientele in the EBS network representing over 80 public school districts and relevant market experience, representing ESC 4 out of Houston.

Request for Proposals (RFPs) were solicited in September 2020 for the purchase or lease of Bellville ISD's Educational Broadband Service (EBS) 2.5 GHz Spectrum. The response summary is included as Attachment A. After some evaluation and discussion, it was determined that the offers from T-Mobile and Zochnet brought the best value to the district. Mr. Gray was tasked with negotiating for best and final offers from T-Mobile and Zochnet.

On September 28, 2020 the 180 day discontinuation of operations rule went into effect. The rule states that a Wireless Service license will Automatically Terminate if the licensee permanently discontinues service or operations. For Geographic Licenses (EBS), "permanent discontinuance" is defined as 180 consecutive days during which a license does not operate. March 27, 2021 is the deadline to begin operations and satisfy the FCC benchmarks of covering 30% of population in the GSA or operating 6 point links for every million persons in the GSA or meeting former minimum educational use requirements of 20 hours per channel per week of use by an accredited school.

#### Todd Gray's Summary and Recommendations

Following our solicitation of offers to purchase or lease the Bellville ISD EBS license WLX591, Bellville received a total of nine responses. Three were offers to purchase the license (from T-Mobile, SoniqWave and Raptor Wireless), two were offers to lease the capacity of the license principally in exchange for monetary compensation (T-Mobile and Texoma Communications), and two were offers to lease the capacity of the license wholly or principally in exchange for service to the District's students (Net Ops Communications and ZochNet). There were also three responses from brokers or facilitators who sought to "assist" the District in obtaining a sale or lease deal in exchange for a commission.

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Following its initial evaluation of the offers, the District tentatively determined that it would prefer to lease the capacity of the license rather than sell it at this time. The District focused its attention on two lease offers – T-Mobile's and ZochNet's. T-Mobile's offer had the best financial proposal by far, while also offering some free service, while ZochNet's offer included service to the District's students but with no financial compensation.

At the District's request, we approached T-Mobile and ZochNet to see if the District could obtain an improvement in their offers. T-Mobile increased its financial proposal and its free service offer. ZochNet did not improve its offer but did agree to change or clarify some of its elements. The two "final" offers are summarized below.

T-Mobile Final Offer: T-Mobile's final offer is to enter into a standard 30-year EBS lease. The lease is based on the lease template I have negotiated and used for our clients with T-Mobile, and is attached to this email. T-Mobile would pay \$35,000 upfront (upon approval by the FCC of the leasing arrangement), and then pay \$2,530.50 per month throughout the term. T-Mobile would also provide what T-Mobile refers to as "service credits" (in the amount of \$1,500 per month) which would permit the District to acquire from T-Mobile 30 free mobile "hotspot" devices and services for use by the District or its students for three (3) years. The service package would permit use of 100 GB of data per device per month. At the end of the 3-year period, the devices would remain the property of the District, but it would have to buy service without use of "service credits" if it wanted to continue to use them. T-Mobile has also invited the District to seek additional educational service for its students under T-Mobile's "10 Million Initiative" although there is no guarantee of receipt of service under that program. Using customary valuation metrics for EBS leases, the value of the cash elements of this lease is \$323,877, or 9.4 cents per MHz/pop. In my judgment, based on years of experience, that is a VERY good lease value for this license. T-Mobile commits to meeting all FCC-related operational and service requirements in order to protect the District's license.

ZochNet Final Offer: ZochNet's final offer is to enter into a 10-year lease, with the District having the option to renew for another 10-year term. In exchange for the use of the District's license for commercial purposes, ZochNet would provide devices and service for up to 200 District students' homes that are unserved or underserved with broadband, with most if not all such students' homes connected by the end of 2020 (obviously dependent on timing of entering into and obtaining FCC approval for the lease). The precise parameters of this service (data rates) are not specified, but the service offered for "free" to students would be limited to access to educational sites only. If a student's household members wanted to use the device/service for general Internet access, they would have to buy a commercial service subscription from ZochNet. In response to our inquiry whether ZochNet would be willing also to pay financial compensation for the right to use the license commercially, ZochNet stated that it is willing to negotiate some sort of a financial arrangement at some point in the future, but is unwilling to commit to any specific proposal at this time – it would want first to recover its investment in providing facilities and service to students before contemplating payments to the District, and it was not able to predict when that might occur or determine how to structure payments once its investment has been recovered. ZochNet would commit to meeting all FCC-related operational and service requirements in order to protect the District's license.

### Recommendation:

Obviously, the two offers are very different in their approach to the lease relationship, and therefore the District's decision must be guided principally by deciding which approach it prefers.

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That said, from my perspective as a regulatory attorney having advised EBS licensees for about 40 years, including in connection with literally hundreds of EBS lease negotiations, I believe that the T-Mobile offer is safest, in the sense that the proposal follows long-established and successful leasing relationship patterns, it offers very good economics reflecting current market value, and T-Mobile clearly has the capability of satisfying all FCC requirements related to the license and faithfully meeting its financial and other obligations under the lease. The contemplated lease with ZochNet is not typical, some important elements are not yet fully articulated, and my experience over time with smaller, local wireless operators leads me to believe that there is greater risk that ZochNet may not ultimately be able to meet all of its commitments under the lease.

I would be pleased to answer any questions, including a walk-through of the terms of the T-Mobile lease if that would be helpful.

Regards,

Todd

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ATTACHMENT A

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# BELLVILLE INDEPENDENT SCHOOL DISTRICT

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### BRIEF SUMMARY OF RESPONSES TO BELLVILLE RFP

#### T-Mobile

Offers both lease and purchase.

Lease offer for 30 years; \$25,000 upfront; \$2500 per month for entire lease term; NPV of lease = \$309,877 (9.0 cents per MHz/pop) at 10% discount rate; \$610,702 (17.7 cents per MHz/pop) at 5% discount rate.

Service proposal for Bellville ISD – wireless service for 10 units for 3 years.

Offers to purchase for \$450,000 (13.0 cents per MHz/pop).

#### SoniqWave

Offers to purchase for \$350,000 (10.1 cents per MHz/pop)

Note prior offer from SoniqWave was \$235,000).

#### Raptor Wireless (via QHS)

Offers to purchase for \$326,000 (9.4 cents per MHz/pop)

#### Rise Broadband (offer preceding RFP submitted by Select Spectrum)

Offers lease for 30 years; upfront payment (after deduction for Select Spectrum “success fee”) \$7,977; monthly payment \$1,151 with 3% annual increase; NPV of lease (based on 30 years) = \$177,871 (5.1 cents per MHz/pop) at 10% discount rate; \$312,993 (9.0 cents per MHz/pop) at 5% discount rate.

#### Texoma Communications LLC d/b/a TekWav

Offers Lease for 15/30 years; upfront payment \$15,000; monthly payment \$1000 with 2% annual increase; NPV of lease (based on 30 years) = \$147,787 (4.3 cents per MHz/pop) at 10% discount rate; \$249,281 (7.2 cents per MHz/pop) at 5% discount rate.

Proposes services to Bellville students for \$999 one time charge and \$99/month per installation.

Proposal includes Purchase Option at 90% of remaining lease NPV (ie, declining over time).

#### Net Ops Communications (Mitchell Block)

Offers lease for undetermined time period; proposal does not include any payments to Bellville, but offers to provide 100x10 Internet service to all Bellville ISD students for \$75 per month, plus \$1000 per student upfront charge (covering CPE, installation etc.); NOTE that proposal refers to “Brenham ISD” instead of Bellville ISD, presumably due to confusion created by the location of EBS license WLX591 said to be in Brenham, Texas).

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ATTACHMENT B

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**EDUCATIONAL BROADBAND SERVICE  
LONG-TERM *DE FACTO* TRANSFER LEASE AGREEMENT**

THIS Educational Broadband Service (“EBS”) Long-Term *De Facto* Transfer Lease Agreement (the “Agreement”) is entered into as of \_\_\_\_\_ (the “Effective Date”), by and between Bellville Independent School District, a \_\_\_\_\_ (the “Licensee”), and Clearwire Spectrum Holdings III LLC, a Nevada limited liability company (“Clearwire”) (each sometimes referred to as “Party” and collectively as “Parties”).

WHEREAS the Federal Communications Commission (“FCC”) has authorized EBS channels D1, D2, D3, D4 (collectively, together with any associated, guardband or J or K channels that may be granted, the “Channels”) under call sign WLX591 (the “License”) to Licensee to transmit in the Brenham, Texas area (the “Market”);

WHEREAS the Parties have agreed to enter into this Agreement for Licensee to lease to Clearwire the capacity on the Channels which, pursuant to the rules, regulations and policies of the FCC (the “FCC Rules”), can be made available for commercial use, in accordance with the terms and conditions below, and subject to FCC approval; and Clearwire desires to use such capacity, together with other spectrum Clearwire may lease or be licensed to use in the Market to provide wireless services (all such spectrum and facilities used in any and all Markets in connection with the provision of wireless services being the “Wireless System”);

THEN, in consideration of the promises and covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

**1. LEASE TERM AND RENEWAL**

(a) **Initial Term and Extension.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 10, the initial term will begin on the date of issuance by the FCC of a public notice announcing the grant of the FCC Long Term Lease Application (as hereinafter defined) filed by the Parties with respect to this Agreement pursuant to Section 2 of this Agreement (the “Commencement Date”), and will end on the date that the then-current License expires (the “Initial Term”).

(b) **Renewal.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 10, this Agreement will renew for successive terms on the date that the License is renewed by the FCC (“Renewal Date”) and expire when the renewed License expires (each, a “Renewal Term”); provided that the final Renewal Term will conclude thirty (30) years after the Commencement Date, for a maximum Agreement duration of thirty (30) years. The Renewal Terms will occur automatically unless Clearwire notifies the Licensee in writing at least twelve (12) months prior to the end of the Initial Term or any Renewal Term that it declines to renew the Agreement. The terms and conditions of this Agreement apply to each Renewal Term. The Initial Term and all Renewal Terms are collectively referred to herein as the “Term”.

(c) **Renewal of License and Extension of Agreement.** If the License expires during the Initial Term and/or any Renewal Term, then this Agreement will also expire at such time unless the License is renewed and FCC authorization for this Agreement is extended. Licensee and Clearwire will cooperate to timely file a renewal application for the License, in conjunction with a request for an extension of the then-applicable Initial Term or Renewal Term of this Agreement, to the date that is ten (10) years from the beginning of such Initial Term or Renewal Term, except that in the case of the final Renewal Term, to the date that is thirty (30) years after the Commencement Date. This Agreement will continue to apply unless the FCC denies by Final Order any application for renewal of the License or extension of the Term. “Final Order” means an order issued by the FCC that is in full force and effect and as to which (i) no timely filed petition for reconsideration, application for review or appeal is pending and (ii) the time for the filing of any such petition, application or appeal has passed.

(d) **End of Term Extension.** At the end of the Term, except in the event that Clearwire has given notice to Licensee of non-renewal pursuant to Section 1(b), this Agreement will automatically renew for

additional one (1) year extension terms (each, an “Extension Term”). Either party may terminate the Extension Term by providing thirty (30) day advance written notice to the other Party.

## 2. APPLICATIONS, COSTS AND FEES

(a) **FCC Long Term Lease Application.** If not already on file, within five (5) business days of the Effective Date, Licensee shall either (i) file the FCC Form 602 Ownership Disclosure Information for the Wireless Telecommunications Services (the “Ownership Report”) with the FCC and deliver to Clearwire evidence of such filing or (ii) complete the Ownership Report and authorize Clearwire to file such Ownership Report with the FCC. Provided that the Licensee has either filed the Ownership Report with the FCC or has delivered the completed Ownership Report to Clearwire and authorized Clearwire to file such report with the FCC, within ten (10) business days following the Effective Date and prior to consummating the transfer of *de facto* control of the Channels, the Parties agree to cooperate as required to prepare and file with the FCC all forms and related exhibits, certifications and other documents necessary to obtain the FCC’s consent to this Agreement and satisfy the FCC’s requirements for long term *de facto* lease approval as set forth in 47 C.F.R. § 1.9030(e) (“FCC Long Term Lease Application”). Each Party covenants and agrees that it will fully cooperate with the other, and do all things reasonably necessary to timely submit, prosecute and defend the FCC Long Term Lease Application, including responding to any petitions for reconsideration or FCC reconsiderations of the grant of the FCC Long Term Lease Application, and will promptly file or provide the other Party with all other information which is required to be provided to the FCC in furtherance of the transactions contemplated by this Agreement. The Parties will disclose in the FCC Long Term Lease Application the automatic extension of the Term upon the renewal of the License. The Parties further covenant and agree to include a request in any License renewal application, or separately request, as necessary, an extension of the lease approval for the renewal term of the License (or until the end of the final Renewal Term of this Agreement, if shorter), if this Agreement contemplates renewal of this Agreement for or during any part of such License renewal term. To the extent Licensee is required to file this Agreement with the FCC, the Licensee shall first notify and consult with Clearwire, and will to the extent permitted by the FCC redact all information from the Agreement which Clearwire reasonably designates as confidential including, but not limited to, all payment information.

(b) **Application Preparation.** In addition to the obligations in Section 2(a), Clearwire will prepare and submit all applications, amendments, petitions, requests for waivers, and other documents necessary for the proper operation of Clearwire Capacity and permitted to be submitted by Clearwire under FCC Rules. Licensee, with assistance from Clearwire, will prepare and submit all lawful applications, amendments, petitions, requests for waivers, and other documents necessary for the modification, maintenance and renewal of the License or reasonably requested by Clearwire that may only be filed by Licensee under FCC Rules. The Parties will cooperate in the preparation and submission of all lawful applications, amendments, petitions, requests for waivers, and other documents necessary to secure any FCC approval, consent or other action required to effectuate this Agreement.

(c) **Application Costs.** Clearwire will, at its own expense, prepare all applications, notices, certificates, exhibits, consent agreements, approvals or authorizations that Clearwire submits to the FCC or seeks to have Licensee submit to the FCC pursuant to the Agreement. Clearwire will also promptly pay or reimburse Licensee for its reasonable, documented out-of-pocket costs for renewal of the License and any other filings requested or required of Licensee by the FCC to hold the License and provide Clearwire Capacity to Clearwire, and in connection with activities undertaken by Licensee in response to any request by Clearwire under this Agreement; provided, however, that Licensee shall not be entitled to reimbursement for any cost or expense in excess of \$750 unless such cost or expense is approved by Clearwire, which approval shall not be unreasonably withheld. In addition, Clearwire will pay any FCC filing fees associated with the License.

(d) **Regulatory Fees/Transition Reimbursements.** Clearwire will pay any federal regulatory fees associated with the License upon receipt of notice from the FCC that such fees are due, or upon receipt of at least thirty (30) days advance written notice from Licensee that such fees are due in the event that notice is sent to Licensee. Clearwire will also pay any Transition reimbursements required by FCC Rules to be paid to the Proponent.

(e) **Additional FCC Matters.** Clearwire (e) and Licensee will cooperate to prepare and file any additional FCC filings to protect, maintain or enhance the Channels including but not limited to filings to increase



the capacity on the Channels, GSA expansions or License modifications. Clearwire and Licensee will also cooperate to support FCC experimental licensing procedures with respect to the Channels pursuant to the Code of Federal Regulations Title 47, Part 5—Experimental Radio Service (Other Than Broadcast). Clearwire may allow experimental licensees, as granted by the FCC, to use the Clearwire Capacity without prior consent from Licensee pursuant to the terms of this Agreement.

### 3. COMPENSATION

(a) **Monthly Fee.** Beginning within ten (10) business days of the Commencement Date, and on the first day of each month thereafter throughout the Term, Clearwire will pay Licensee a monthly fee in the amount of Two Thousand Five Hundred Thirty Dollars and Fifty Cents (\$2,350.50) (the “**Monthly Fee**”) for use of Clearwire Capacity (as defined below). The Monthly Fee due for any partial calendar month, at the commencement of the Initial Term or expiration of the Term, will be prorated accordingly. Clearwire’s obligation to pay the Monthly Fee is subject to Licensee delivering to Clearwire (i) a completed IRS Form W-9, attached hereto as Exhibit B; (ii) payment instructions in the form attached as Exhibit C or otherwise in a form acceptable to Clearwire; and (iii) a completed Licensee and Electronic Filing Information Form in the form attached as Exhibit D.

(b) **Adjustment to Monthly Fee.** The Monthly Fee will be reduced or increased on a pro rata basis during the Term of this Agreement in the event that: (i) the amount of Clearwire Capacity (as defined in Subsection 5(a) below) increases or decreases from the amount of Clearwire Capacity available as of the Effective Date, or (ii) there is a change in the size or location of the Geographic Service Area (“**GSA**”) for any Channel as compared to the GSA that exists as of the Effective Date. For the purpose of the foregoing, the pro-ration of the Monthly Fee with respect to increases or decreases in Clearwire’s Capacity will be based on the number of megahertz (“**MHz**”) of capacity made available to Clearwire as a result of such increase or decrease as compared to the number of MHz of capacity contemplated to be made available to Clearwire under this Agreement. The pro-ration of the Monthly Fee with respect to any change in the size or location of the GSA with respect to any amount of capacity will be based on the number of MHz per population made available to Clearwire as a result of such change as compared to the MHz per population contemplated to be made available under this Agreement (relying on the GSA map attached hereto as Exhibit A). In making either calculation, however, the J and K channels associated with the Channels following the Transition (as hereinafter defined) will not be considered to be unavailable to Clearwire as a result of any determination by Clearwire that such J and K channel capacity is not, at any given time, configurable or usable in a manner that is commercially useful to Clearwire.

(c) **Prepaid Fee.** Within ten (10) business days of the date upon which the FCC grant of the FCC Long Term Lease Application becomes a Final Order, Clearwire will pay to Licensee the amount of Thirty Five Thousand Dollars (\$35,000) (the “**Prepaid Fee**”). Clearwire’s obligation to pay the Prepaid Fee is subject to Licensee delivering to Clearwire (i) a completed IRS Form W-9, attached hereto as Exhibit B; (ii) payment instructions in the form attached as Exhibit C or otherwise in a form acceptable to Clearwire; and (iii) a completed Licensee and Electronic Filing Information Form in the form attached as Exhibit D.

(d) **Refund of Prepaid Fee.** If this Agreement is terminated by reason of uncured default by Licensee during the first five (5) years of the Agreement, all or a portion of the Prepaid Fee will be refunded to Clearwire (“**Refund**”). The amount of the Refund will be equal to the Prepaid Fee distributed equally over five (5) years and adjusted on a pro rata basis to account for the remaining time between the date of the termination and the expiration of five (5) years following the Commencement Date. There will be no Refund if the termination occurs after the first day of the sixth (6th) year of the Agreement.

(e) **Interest on Late Payments.** If Clearwire is more than thirty (30) days late in making a payment due under this Agreement, Clearwire shall pay Licensee interest on such unpaid amount which shall accrue from the due date until the date upon which payment in full is made at the prime lending rate as published in The Wall Street Journal under “Money Rates” on the due date for such payment (or if not published on such day on the most recent preceding day on which published).

### 4. EXCLUSIVITY AND RIGHT OF FIRST REFUSAL

(a) **Exclusivity.** During the Term, Licensee will not negotiate or contract with any third party to lease, sell, assign, transfer or use any of the capacity of the Channels or any option therefor. The foregoing notwithstanding, during the last six (6) months of the final Renewal Term, during any Extension Term and during the Initial Term or any other Renewal Term following Clearwire's notice to Licensee that it has elected not to renew the Agreement, in accordance with Subsection 1(b), if any, Licensee may negotiate and contract with any third party with respect to any period following the end of this Agreement, so long as Licensee complies with the ROFR set forth in Subsection 4(b). Furthermore, nothing in this Agreement will be deemed to prohibit Licensee from negotiating and entering into any assignment of the License or transfer of control transaction that Licensee may undertake pursuant to Section 9.

(b) **Right of First Refusal ("ROFR").** During the Term and for the twenty-four (24) months following the expiration or termination of this Agreement (unless this Agreement is terminated as a result of Clearwire's default or is not renewed as a result of Clearwire's notice that it declines to renew as provided in Section 1(b)), and except with respect to any utilization of Licensee's Reserved Capacity consistent with Section 5(c), or any assignment of the License or transfer of control transaction that Licensee may undertake without Clearwire's prior written consent pursuant to Section 9, Clearwire or Clearwire's designee will have a ROFR with respect to any and all bona fide offers, of any kind, received by Licensee to acquire the License (if FCC Rules allow it and the Licensee desires to sell), lease or otherwise use any of the capacity on the Channels (or any part thereof) in any other manner, or to acquire an option to acquire, lease or otherwise use any of the capacity on the Channels (or any part thereof) from a third party which offer Licensee otherwise intends to accept. Licensee will notify Clearwire in writing of any such bona fide offer, including the terms of the offer, within thirty (30) days following Licensee's determination to accept the offer. Clearwire will notify Licensee within thirty (30) days following receipt of such notification if it is exercising its ROFR. In the event that Clearwire fails to exercise its ROFR, Licensee will have ninety (90) days from the expiration of Clearwire's thirty (30) day response period to enter into an agreement with the offeror on the same terms and conditions as were offered to Clearwire. If, within the ninety (90) day period, Licensee does not enter into a binding agreement with the offeror on the same terms and conditions as were offered to Clearwire, then Clearwire's ROFR will remain in effect pursuant to the terms stated in this Subsection. If, within the ninety (90) day period, Licensee enters into a binding agreement with the offeror on the same terms and conditions as were offered to Clearwire, then Clearwire's ROFR will terminate; provided, however, that should Licensee's agreement with the offeror be terminated within twenty-four (24) months after the expiration or termination of this Agreement, Clearwire's ROFR will be reinstated for the remainder of the twenty-four (24) month period or for a period of one hundred eighty (180) days, whichever is longer. The terms of any agreement between Clearwire (or its designee) and Licensee resulting from the exercise of Clearwire's ROFR will be ratified in a separate agreement. All materials exchanged under this ROFR are subject to the non-disclosure provisions of Section 12 of this Agreement.

(c) **Form of Consideration and Determination of Value.** Subject to, and without limiting Clearwire's rights described in Subsection 4(b), if the whole or any part of the consideration of the third party offer is in a form other than cash, then Clearwire may meet such non-cash consideration using cash, comparable non-cash consideration, or both in its acceptance notice. If Licensee does not accept Clearwire's offer of a cash substitute for the non-cash consideration, then Licensee must notify Clearwire in writing of Licensee's estimate of a fair cash substitute within fifteen (15) days after Licensee's receipt of Clearwire's acceptance notice. Licensee's failure to notify Clearwire of its estimate of a fair cash substitute within the prescribed fifteen (15) day period shall be deemed an acceptance of Clearwire's cash-substitute offer. If Licensee rejects Clearwire's cash-substitute offer, then Clearwire will have ten (10) days from receipt of Licensee's rejection to notify Licensee of its election to (i) adopt Licensee's stated cash value, or (ii) submit the valuation issue for determination by binding arbitration. In any case where the right to arbitrate is invoked, Clearwire's ROFR will remain open until thirty (30) days after Clearwire is notified of the arbitrators' decision, during which time Clearwire may revise its acceptance notice to adopt the arbitrators' findings or waive its ROFR with respect to the third party offer, provided that Licensee and third party execute a contract to implement the third-party offer within ninety (90) days of the end of Clearwire's thirty (30) day time period to consider the arbitration decision. Licensee's failure to accept the third-party offer restores this ROFR.

(d) **Right to Participate.** Except in the event this Agreement terminates as a result of Clearwire's default, if Licensee decides to consider, issue or solicit bids, proposals or offers for the sale (if permitted by the FCC), assignment, transfer or use of any part or the whole of the Channels at any time before eighteen (18) months after the end of this Agreement, then Licensee will provide Clearwire with an opportunity no less favorable

in timing or substance than the opportunity provided to any other entity: (i) to receive and/or submit bids, proposals and offers for the Channels; (ii) to receive information with respect to such bids, proposals, offers and counters thereto; (iii) to discuss any of the same with Licensee; (iv) to counter any such bids, proposals or offers; and (v) to be provided with copies (to the extent allowed by law) of all open bids, proposals, offers, counter-bids and counter-offers promptly after they are received by Licensee. This right to participate does not limit in any manner, and is in addition to, the ROFR set forth in Subsection 4(b).

## 5. CAPACITY REQUIREMENTS AND USES

(a) **Clearwire Capacity.** Upon consent by the FCC to the FCC Long Term Lease Application described in Section 2(a), Clearwire will have the exclusive right to use all of the capacity under the Channels (“Clearwire Capacity”).

(b) **Use of Capacity.** Clearwire may use Clearwire Capacity in any manner and for any purpose that is lawful, in analog, digital or any other format, including those that may be authorized in the future by the FCC. Clearwire will use the Clearwire Capacity in compliance with FCC Rules and all other laws and regulations applicable to Clearwire’s use of the Clearwire Capacity.

(c) **Channel Swapping; Costs.** With the consent of Licensee, which consent will not be unreasonably withheld, conditioned, or delayed, Clearwire may require Licensee to enter into agreements to swap some or all of its Channels for other channels in the Market (the “Swapped Channels”), and in connection therewith file any necessary FCC applications to accomplish the swap, so long as there is no material difference in the operational capability or value of the Swapped Channels as compared to Licensee’s previous Channels taking into account such factors as the GSA and the population therein. It is understood and agreed, however, that Licensee will not be required to consent to any swap under which the Swapped Channels provide fewer MHz of spectrum collectively, or less contiguous spectrum is licensed to Licensee, as compared with Licensee’s previous Channels. The Swapped Channels must be adjacent to channels that are controlled by Clearwire and also to channels not controlled by Clearwire. Clearwire agrees to bear all costs and expenses associated with the implementation of channel swapping, including the reasonable out of pocket costs of Licensee’s engineering consultants and attorneys.

## 6. EQUIPMENT

(a) **Operation and Maintenance of Licensee Equipment.** Licensee represents, warrants and covenants that as of the Commencement Date, no equipment owned or controlled by Licensee will be operated on the Clearwire Capacity.

(b) **Operation and Maintenance of Clearwire Equipment.** Clearwire will, at its expense, operate and maintain the transmission equipment used for the Clearwire Capacity (“Clearwire Equipment”). Clearwire will, at its expense, construct, operate and maintain facilities operating on the Clearwire Capacity including, at a minimum, facilities that provide transmission capability sufficient to satisfy the construction, use, License renewal, coverage, performance and similar requirements applicable to the Channels under standards prevailing at any given time under FCC Rules. Without limiting the foregoing, such facilities will enable Licensee to certify to the FCC that it has provided “substantial service” by meeting at least one of the safe harbors set forth in the provisions of Section 27.14(o)(1) (i) and (ii) of the FCC’s rules, as modified from time to time, or any successor to such provisions. Clearwire will also ensure that there is no discontinuance of service or operations with respect to the License as set forth in the provisions of Section 1.953 of the FCC’s rules, as modified from time to time, or any successor to such provisions. In order to permit Licensee to monitor Clearwire’s compliance with this Section 6(b) and enable Licensee to provide appropriate certifications to the FCC, Clearwire will provide an accurate report to Licensee, on a periodic basis no less frequently than provided to other EBS licensees within the Clearwire spectrum portfolio, but in any event approximately 90 days prior to the expiration of the License and upon Licensee’s request for a report citing a reasonable need therefore, setting forth how Clearwire’s operations on the Clearwire Capacity meets one of the safe harbors of Section 27.14(o)(1)(i) and (ii), and confirming that there has been no discontinuance of service or operations with respect to the License as set forth in Section 1.953. Clearwire’s failure to meet the requirements set forth in this Section 6(a) shall be considered a material breach of this Agreement.

## 7. ADVANCED WIRELESS SERVICES FOR PERMITTED END USERS.



For a period of three (3) years following the Commencement Date, Clearwire will provide or arrange for Licensee to receive a monthly Service Credit (as defined below) to provide valuable educational services to support Licensee's mission.

(a) **Products and Wireless Services.** The products available to Permitted End Users (as defined below) shall provide connectivity to and operate on the Wireless System operated by Sprint (or any successor wireless carrier), including specifically those products found at [www.sprint.com](http://www.sprint.com) (or successor site) that utilize the 2.5 GHz band ("Products"), as such Products may change from time to time. Beginning on the first day of the first full calendar month following the date Licensee has established a Spectrum Account (as defined below) through the appropriate channels and has agreed to the generally applicable terms and conditions found at <http://www.sprint.com/ratesandconditions> ("Terms and Conditions"), as such generally applicable Terms and Conditions may change from time to time, Licensee will receive a monthly Service Credit, as defined below. A "Spectrum Account" is a Sprint customer account available only to EBS spectrum lessors, and accessed and managed by Licensee through the Enhanced Account Management tool ("EAM"), or such other online tool designated by Sprint, that provides access to commercially available rate plans for Products and Wireless Services and may also include rate plans for Products and Wireless Services not commercially available to other Sprint customers ("Rate Plan"). The Rate Plan for any Products and/or Wireless Services provided to Licensee will not be at a level that will cause the rates under any agreement with the U.S. General Services Administration, or any similar agreement with any governmental or other entity, to be altered. Licensee will comply with all laws and obtain any necessary governmental permits or approvals, and third party approvals, which are necessary in order for Licensee to accept the Products and Wireless Services for its Permitted End Users.

(b) **Service Credit.** The monthly service credit ("Service Credit") during the first three (3) years of the Term will be One Thousand Five Hundred Dollars (\$1,500). Beginning on the third anniversary of the Commencement Date, the Service Credit will be eliminated for the rest of the Term. The Service Credit will be credited to Licensee's Spectrum Account each remaining calendar month during the Term. If the Term of this Agreement ends on a date other than the last day of a calendar month, the Service Credit for the final month will be adjusted on a *pro rata* basis to reflect the number of days in the month for which the Service Credit is actually available. The Service Credit will be applied to any charges and fees incurred in connection with Licensee's Spectrum Account, except as noted in paragraph (3) of this section, on a monthly basis. If during any month Licensee incurs charges and fees on its Spectrum Account in an amount less than the Service Credit that is thereafter credited for such month, then the amount of the unused Service Credit may not be transferred, credited to a subsequent month or redeemed for cash. In any month during the Term, if Licensee incurs charges or fees on its Spectrum Account that exceed the allocated Service Credit for that month, then Licensee will be responsible for paying the balance in accordance with the Terms and Conditions.

(c) **Service Credit Use:** The Service Credit may be used to purchase Products and Wireless Services in such type and amount as Licensee shall determine, at the then commercially available rates, or, if available, a special rate made available to Licensee through the Spectrum Account. Utilizing the special rate made available to Licensee through the Spectrum Account, the Service Credit is sufficient for Licensee to choose up to thirty (30) hotspot devices (ex: USB Net stick, Franklin T9, Linkzone2 and MFI Inseego 8000 as availability may change from time to time) with attached service plans of up to 100GB of data per month per device. . The Service Credit may also be used to acquire certain accessories; however, such accessories shall be limited to accessories that protect Products actually acquired for and used by Permitted End Users from damage or enable or enhance the utilization of Wireless Services by Permitted End Users, as reasonably determined by Clearwire.

(d) **Permitted End Users.** "Permitted End Users" means Licensee itself and any educational institution or not-for-profit organization or site with whom Licensee is working in furtherance of its educational goals.

(e) **Equipment and Software.** For Licensee and any Permitted End Users that use the Products and Wireless Services, all Product and/or software upgrades will be made available under the same terms and conditions that are available to retail customers subscribing to the same Rate Plan for the Products and Wireless Services in the Market. Licensee will be solely responsible for the maintenance and operation of all equipment provided to Licensee or its Permitted End Users. Ownership of the equipment will be determined by the applicable Rate Plan associated with the equipment and subject to the Terms and Conditions.

(f) **Prohibitions.** The Service Credit is for the sole benefit of Licensee and its Permitted End Users. Licensee and its Permitted End Users may not resell the Products and Wireless Services or allow a third party to resell the Products and Wireless Services. Any violation of this Section 7 will be considered a material breach of the Agreement.

## 8. INTERFERENCE CONSENTS

Licensee will enter into interference consents with third parties relating to the Channels (“**Interference Consents**”), as Clearwire reasonably requests and without any additional compensation, provided that such Interference Consents do not result in a reasonably foreseeable material degradation in the value of the Channels; and provided further that Interference Consents that involve fair and reciprocal rights and limitations for and on the operation of Licensee’s facilities and the facilities of the other party in connection with system coordination inside GSAs and at GSA boundaries will not be deemed to cause material degradation in value. Clearwire will negotiate and draft the Interference Consents and make any consideration payments due to third parties under the Interference Consents. Licensee will not enter into or issue any Interference Consents without Clearwire’s prior written consent.

## 9. TRANSFERS OR ASSIGNMENTS

Subject to Subsections 14(f)-(g), neither Clearwire nor Licensee may assign or transfer its rights and/or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Parties agree as follows:

(a) Clearwire may, without the prior consent of Licensee: (i) assign any of its rights under this Agreement as collateral; or (ii) sell, assign, sublease, delegate or transfer this Agreement or any of its rights or obligations hereunder to (X) any affiliate of Clearwire, (Y) any entity that acquires or otherwise merges with Clearwire or its affiliates, or (Z) to any entity with the capability to perform the obligations of Clearwire hereunder.

(b) Licensee may, without the prior consent of Clearwire transfer control or assign the License for the Channels and this Agreement to any public institution or agency or to any bona fide local private educational institution with students actually enrolled in local classroom instruction (except for any such public or private educational institution that is an Affiliate of a national EBS licensee), subject to such transferee’s or assignee’s agreement to be bound by the terms of this Agreement. For purposes of the foregoing sentence, “**Affiliate**” means, with respect to any national EBS licensee, any other person or entity that, directly or indirectly, alone or through one or more intermediaries, controls, is controlled by or is under common control with such national EBS licensee. For purposes of this definition, “**control**” means the power to direct or cause the direction of the management and policies of a person or entity, directly or indirectly, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

(c) Each Party shall also be entitled, without the consent of the other Party, to undertake a pro forma assignment or transfer of this Agreement.

## 10. TERMINATION OF AGREEMENT

(a) This Agreement will automatically terminate with respect to the License or affected Channel(s) upon the earlier of: (i) an FCC Final Order denying any application for approval of this Agreement including any extensions of the Term thereof; (ii) the loss or expiration without renewal of the License; (iii) an FCC Final Order revoking, terminating or canceling the License; or (iv) Clearwire’s acquisition of the License or some of the Channels pursuant to an agreement between Clearwire and Licensee.

(b) This Agreement may be terminated by either Party upon material breach of the other Party, provided that the breaching Party shall be provided with written notice by the non-breaching Party of the alleged grounds for the breach and allowed a thirty (30) day period for cure following such notice; provided, however, that in the event of a breach other than a failure to make payments due under this Agreement, if the breaching Party proceeds with reasonable diligence during such thirty (30) day period and is unable, because of circumstances beyond its control or because of the nature of the breach, to cure the breach within such applicable



time period, the time for cure shall be extended, but in no event beyond one hundred eighty (180) days after receipt of written notice from the non-breaching Party. Notwithstanding the foregoing, in the event that an FCC order that is effective and not stayed requires termination of this Agreement, this Agreement may be terminated by either Party within the time frame for notice and termination required by the FCC.

(c) Licensee may terminate this Agreement pursuant to Subsection 14(b).

(d) Either Party may terminate this Agreement if an FCC Final Order approving the FCC Long Term Lease Application has not occurred within twelve (12) months following the Effective Date.

(e) The Parties will notify the FCC of the termination of this Agreement with respect to the License or any of the Channels within ten (10) calendar days following the termination.

(f) Except as expressly set forth in this Agreement, upon the expiration or termination of this Agreement, each Party will pay its own fees and expenses related to this Agreement and the transactions contemplated herein, and the Parties will have no further liability to each other except by reason of any breach of this Agreement occurring prior to the date of expiration or termination. Any termination or expiration of this Agreement, regardless of cause, will not release either Licensee or Clearwire from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination. The general and procedural provisions of this Agreement, which may be relevant to enforcing the obligations or duties of the Parties, as well as any other provisions that by their terms obligate either Party following expiration or termination, will survive the expiration or termination of this Agreement until the obligations or duties are performed or discharged in full.

## 11. REVENUES AND EXPENSES

Each Party will pay its own expenses incident to any amendments or modifications to the Agreement, including, but not limited to, all fees and expenses of their respective legal counsel and any engineering and accounting expenses. Clearwire is entitled to one hundred percent (100%) of the revenue generated from the use of the Clearwire Capacity.

## 12. CONFIDENTIALITY AND NON-DISCLOSURE

(a) **Confidentiality of the Terms of this Agreement.** The terms of this Agreement that are not otherwise required to be disclosed to the FCC in support of the lease applications or notices submitted to the FCC will be kept strictly confidential by the Parties and their agents, which confidentiality obligation will survive the termination or expiration of this Agreement for a period of two (2) years. The Parties may make disclosures as required by law (including as required or appropriate to be disclosed by Licensee pursuant to applicable public records laws and by Clearwire pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules), and to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform obligations under the Agreement, provided, however, that the Parties will cause all Agents to honor the provisions of this Section. In addition, Clearwire may disclose this Agreement to its affiliates, strategic partners, actual or potential investors, lenders, acquirers, merger partners, and others whom Clearwire deems in good faith to have a need to know such information for purposes of pursuing a transaction or business relationship with Clearwire, so long as Clearwire secures an enforceable obligation from such third party to limit the use and disclosure of this Agreement as provided herein. The Parties will submit a confidentiality request to the FCC in the event the FCC seeks from the Parties a copy of this Agreement or any other confidential information regarding its terms.

(b) **Non-Disclosure of Shared Information.** As used herein, the term "Information" shall mean all non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. The term Information does not include information which: (i) has been or becomes published or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third party; (ii) prior to disclosure hereunder, is property within the legitimate possession of the receiving Party which can be verified by independent evidence; (iii) subsequent to disclosure hereunder, is lawfully

received from a third party having rights therein without restriction of the third party's or the receiving Party's rights to disseminate the information and without notice of any restriction against its further disclosure; or (iv) is independently developed by the receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence. During the Initial Term or any Renewal Term of this Agreement, the Parties may be supplying and/or disclosing to each other Information relating to the business of the other Party. The Information will, during the Initial Term and any Renewal Term of this Agreement, and for a period of three (3) years after the termination or expiration of the Agreement, be kept confidential by the Parties and not used for any purpose other than implementing the terms of this Agreement. The receiving Party will be responsible for any improper use of the Information by it or any of its Agents. Without the prior written consent of the disclosing Party, the receiving Party will not disclose to any entity or person the Information, or the fact that the Information has been made available to it, except for disclosures required by law, including Information as required or appropriate to be disclosed by Licensee pursuant to applicable public records laws and by Clearwire pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules. Each person to whom Information is disclosed must be advised of its confidential nature and must agree to abide by the terms of this Subsection.

### 13. ASSUMPTION OF LIABILITIES

Neither Party is assuming or will be responsible for any of the other's liabilities or obligations (including but not limited to customer obligations) except as required by the FCC and this Agreement.

### 14. FCC-MANDATED LEASING ARRANGEMENT OBLIGATIONS

(a) Licensee and Clearwire are familiar with the FCC Rules affecting spectrum leasing and the provision of EBS, the Communications Act of 1934, as amended ("**Communications Act**"), the Code of Federal Regulations, and all other applicable FCC Rules, and agree to comply with all such laws and regulations.

(b) Clearwire assumes primary responsibility for complying with the Communications Act, and any FCC Rules that apply to the Channels and License, and the Agreement may be revoked, cancelled or terminated, in accordance with Section 10, by Licensee or by the FCC if Clearwire fails to comply with applicable laws and regulations.

(c) Neither Licensee nor Clearwire will represent itself as the legal representative of the other before the FCC or any party, but will cooperate with each other with respect to FCC matters concerning the License and the Channels.

(d) If the License is revoked, cancelled, terminated or otherwise ceases to be in effect, Clearwire has no continuing authority or right to use the leased spectrum unless otherwise authorized by the FCC.

(e) The Agreement is not an assignment, sale or transfer of the License itself.

(f) The Agreement will not be assigned to any entity that is ineligible or unqualified to enter into a spectrum leasing arrangement under the FCC Rules.

(g) Licensee will not consent to an assignment of a spectrum leasing arrangement unless such assignment complies with applicable FCC Rules.

(h) Licensee and Clearwire must each retain a copy of the Agreement and make it available upon request by the FCC, in accordance with the confidentiality provisions in Section 12.

### 15. LICENSEE'S AUTHORIZATIONS

Licensee will use its best efforts to maintain in full force and effect through the Term the License and any associated authorizations for the Channels, and will remain eligible under the FCC Rules to provide the Clearwire

Capacity. Licensee will use best efforts to renew the License, and will not commit any act, engage in any activity, or fail to take any action that could reasonably be expected to cause the FCC to impair, revoke, cancel, suspend or refuse to renew the License.

## 16. REPRESENTATIONS AND WARRANTIES

(a) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that: (i) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms; and (iv) its execution of and performance under this Agreement will not violate any applicable existing regulations, FCC Rules, statutes or court orders of any local, state or federal government agency, court or body, or any of its existing contractual obligations.

(b) **Licensee's Representations and Warranties.** Further, Licensee represents and warrants to Clearwire that: (i) the License is in effect, and (ii) there is no proceeding now pending or to the knowledge of Licensee, threatened against the Licensee before any local, state or federal regulatory body with respect to the License, or any acts or omissions by Licensee or its agents, as of the Effective Date, that could have a material, adverse effect on the License.

## 17. INDEMNIFICATION

(a) Licensee will defend, indemnify and hold Clearwire harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (i) any breach by Licensee of any warranty, representation, covenant, agreement or obligation contained herein, or (ii) any claim based on Licensee's construction or operation of the EBS Equipment or its offering and provision of services thereon. Licensee's obligations under this Section will survive the expiration or termination of this Agreement.

(b) Clearwire will defend, indemnify and hold Licensee harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (i) any breach by Clearwire of any warranty, representation, covenant, agreement or obligation contained herein, or (ii) any claim based on Clearwire's construction or operation of the Wireless System or its offering and provision of services thereon. Clearwire's obligations under this Section will survive the expiration or termination of this Agreement.

## 18. MISCELLANEOUS

(a) **Cooperation.** The Parties will take such further action and execute such further assurances, documents and certificates as either Party may reasonably request to effectuate the purposes of this Agreement.

(b) **Notices.** Any notice required to be given by one Party to the other under this Agreement will be delivered using either a reliable national express overnight delivery service or electronically by email and will be effective upon actual receipt, which may be presumptively evidenced by the date set forth in the records of any such delivery service or on the return receipt, or on the date of the sender's receipt of a "read receipt" from the recipient or sender's confirmation by phone of recipient's receipt. All notices will be delivered to Licensee and Clearwire at the addresses specified on the signature page of this Agreement. Either Party may change its addresses for receipt of notice or payment by giving notice of such change to the other Party as provided in this Section.

(c) **Force Majeure.** Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably anticipated by the non-performing Party and that cannot be reasonably avoided or overcome; provided that the non-performing Party gives the other Party prompt written notice of such cause, and in any event, within fifteen (15) calendar days of its discovery.



(d) **Independent Parties.** None of the provisions of this Agreement will be deemed to constitute a partnership, joint venture, or any other such relationship between the Parties, and neither Party will have any authority to bind the other in any manner. Neither Party will have or hold itself out as having any right, authority or agency to act on behalf of the other Party in any capacity or in any manner, except as may be specifically authorized in this Agreement.

(e) **Specific Performance.** Licensee acknowledges that the License and Channels subject to this Agreement are unique and the loss to Clearwire due to Licensee's failure to perform this Agreement could not be easily measured with damages. Clearwire will be entitled to injunctive relief and specific enforcement of this Agreement in a court of equity without proof of specific monetary damages, but without waiving any right thereto, in the event of breach of this Agreement by Licensee.

(f) **Applicable Law.** The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to the principles of conflict of laws.

(g) **Attorneys' Fees.** If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing Party will be entitled to recover from the other its reasonable attorneys' fees and costs, as determined by the court hearing the action.

(h) **Severability.** If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, unless continued enforcement of the provisions frustrates the intent of the Parties.

(i) **No Waiver.** No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right. Failure to enforce any right under this Agreement will not be deemed a waiver of future enforcement of that or any other right.

(j) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument. Original signatures transmitted by facsimile will be effective to create such counterparts.

(k) **Headings.** The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

(l) **Construction.** The Parties and their respective counsel have negotiated this Agreement. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement or otherwise.

(m) **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter addressed, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, between the Parties or any of their affiliates regarding this subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of each of the Parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

AGREED TO:

**CLEARWIRE SPECTRUM HOLDINGS III LLC**

**BELLVILLE INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Address for Clearwire:

Notice address for Licensee:

Clearwire Spectrum Holdings III LLC  
C/O T-Mobile US, Inc.  
12490 Sunrise Valley Drive  
VARESF0106 - 1D134  
Reston, VA 20196  
Attn: Spectrum Management  
Email: [SpectrumPartners@sprint.com](mailto:SpectrumPartners@sprint.com)

[[ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_ ]]

With a copy to:

With a copy to:

T-Mobile US, Inc.  
12502 Sunrise Valley Drive  
VARESA0209-2D187  
Reston, VA 20196  
Attn: Heather Brown, Legal  
Email: [heather.brown1@T-Mobile.com](mailto:heather.brown1@T-Mobile.com)

Gray Miller Persh LLP  
2233 Wisconsin Avenue, NW  
Suite 226  
Washington, DC 20007  
Attn: Todd D. Gray  
Email: [tgray@graymillerpersh.com](mailto:tgray@graymillerpersh.com)

Reviewed by T-Mobile Legal

By:  
Name:  
Title:

Approved by T-Mobile Spectrum

By:  
Name: Paul McCarthy  
Title: Senior Director



**EXHIBIT A**

**GSA Maps**

DRAFT

**EXHIBIT B**  
**IRS Form W9**

DRAFT

**EXHIBIT C**  
**Payment Instructions**

## **SPRINT DIRECT DEPOSIT SETUP/CHANGE FORM**

Direct Deposit is a fast, easy way to receive payments. We highly encourage our vendors to sign up. Using Direct Deposit means funds will be available in your account within two business days from payment date. Please follow the directions below to take advantage of this more effective and efficient payment opportunity.

**A. Bank Name:**

**B. Type of Account:** Checking  Savings

**C. ABA Routing Number (9 digits):**

**D. Bank Account Number:**

**E. Vendor Name:**

**F. Sprint Vendor Number (to be completed by Sprint Spectrum Mgmt):**

**G. Tax ID/SSN Number:**

**H. Vendor Mailing Address:**

**I. Vendor Phone Number:**

**J. Accounts Receivable Email Address:**

**(Note: Email address required to receive detailed deposit notifications.)**

**K. Accounts Receivable Contact Phone:**

**L. Printed Name of Authorized Vendor Representative:** \_\_\_\_\_

**M. Signature of Authorized Vendor Representative:** \_\_\_\_\_

*\*By signing above you agree to the following terms/conditions:*

- We understand that ALL payments will remit via ACH to the bank account listed above.
- We will notify Sprint of any change to account info 10 days prior to change in order to avoid returned payments or delay in payments.

**N. Date Signed by Authorized Vendor Representative:**

The following backup *MUST* be submitted with this form and *MUST* include: the name on the account, the account number, and the ABA routing number.

- Checking account - attach a voided check or a letter from the bank
- Savings account - attach a pre-printed deposit slip and the 1st page of a recent bank statement (only if "name" on the account is not on the deposit slip)

The completed form can be sent via email to [jackie.bolton@sprint.com](mailto:jackie.bolton@sprint.com), or by fax w/cover sheet to 913-523-8616.

**Exhibit D**

**Licensee and Electronic Filing Information Form**

Licensee: BELLVILLE INDEPENDENT SCHOOL DISTRICT

FCC Registration Number	
FCC Password (Not to be shared with any other person or entity or used by Clearwire without Licensee's written consent)	
Contact Information	

DRAFT