



Select Spectrum LLC
 Robert Finch, President
 820 Great Cumberland Road
 McLean, VA 22102

This Spectrum Marketplace Participation Agreement (“SMPA”) describes the terms and conditions by which _____ (“Buyer”) shall gain access to the Spectrum Marketplace. The Spectrum Marketplace provides a formal structure and platform where Buyer may elect to place offer(s) and/or bid(s) for the lease, sublease or sale¹ (collectively, “Transaction”) of licensed Broadband frequencies in an effective and efficient manner.

The Spectrum Marketplace is comprised of two tiers of Spectrum Rights designations.

1. **Category A** includes *featured* available licenses whereupon Select Spectrum *has* entered into a Spectrum Marketplace Listing Agreement (“SMLA”)² with the spectrum rights holders (collectively, “Committed Spectrum Rights Holders”), with the goal of promoting the availability³ of their spectrum assets (collectively, “Committed Spectrum Rights”). Committed Spectrum Rights Holders with Committed Spectrum Rights are actively seeking offers for Transaction.

Buyer understands that Select Spectrum’s services are non-exclusive, and that Select Spectrum may solicit and obtain multiple offers for the same Committed Spectrum Rights. Buyer further agrees and acknowledges that Select Spectrum is providing listing, consulting and valuation services to Committed Spectrum Rights Holders for which it will receive separate compensation per the SMLA, and that it is in Select Spectrum’s interest to obtain the highest practical value for the eventual Transaction of the Committed Spectrum Rights. Select Spectrum will collect no fee from Buyer in the event of successful Transaction(s) between Buyer and the Committed Spectrum Rights Holder(s).

2. **Category B** includes *potentially* available licenses (“Uncommitted Spectrum Rights”) whereupon Select Spectrum *has not* entered into a SMLA with the spectrum rights holders of the Uncommitted Spectrum Rights (collectively, “Uncommitted Spectrum Rights Holders”). In the interest of providing Buyer with the maximum scope of opportunity to acquire licensed Broadband frequencies, Select Spectrum has included the Uncommitted Spectrum Rights for viewing and consideration⁴ by Buyer.

Licenses with the Uncommitted Spectrum Right(s) designation have been strategically identified

¹ Offers submitted for Transaction may include Geographic and/or Spectral partitioning, acceptance of which is at the full discretion of Spectrum Rights Holder.

² A Boiler Plate copy of the SMLA may be found at www.selectspectrum.com

³ Committed Spectrum Rights have a portion of their relevant data included on the Select Spectrum website and marketing materials for public viewing, with full access to relevant data included on the secure portion of the Select Spectrum website, which is granted only to signatories of a SMPA.

⁴ Uncommitted Spectrum Rights have access to relevant data included on the secure portion of the Select Spectrum website, which is granted only to signatories of a SMPA.

by Select Spectrum to be potentially available via consideration of a multitude of criterion and a combination of public and proprietary information. Potentially available, in this case, means that Select Spectrum is more confident than not that the Uncommitted Spectrum Rights Holder(s) would be open to the consideration of receiving an offer for Transaction. Should Select Spectrum come to learn that an Uncommitted Spectrum Rights Holder is unwilling to conduct a Transaction of any type under any circumstances, then the Uncommitted Spectrum Right(s) will be promptly removed from the Spectrum Marketplace.

Buyer understands that Select Spectrum's services through the Spectrum Marketplace are offered on a non-exclusive basis, and that Select Spectrum may obtain multiple offers for the same Uncommitted Spectrum Rights from additional parties that have signed a SMPA. Buyer further agrees and acknowledges that Select Spectrum shall not provide consulting, valuation, and negotiation services to other parties and buyers that have signed a SMPA. Select Spectrum will collect a fee from Buyer in the event of successful Transaction(s) between Buyer and the Uncommitted Spectrum Rights Holder(s).

Buyer Obligations

Per the execution of the SMPA, Buyer may submit its offer(s) for the Transaction of one or more of the Committed Spectrum Rights or Uncommitted Spectrum Rights to the relevant Committed Spectrum Rights Holder or Uncommitted Spectrum Rights Holder electronically via <http://spectrummarketplace.net/>, or via email submission to info@selectspectrum.com. Buyer may elect to submit offer(s) at their discretion as it relates to the time and speed of submission and the quantity of offers submitted.

Select Spectrum Services and Obligations

Select Spectrum agrees to provide the following non-exclusive services:

1. Select Spectrum shall grant access of the secure Spectrum Marketplace website (www.selectspectrum.com/SpectrumMarketplace) to Buyer, which contains data on both Committed Spectrum Rights and Uncommitted Spectrum Rights. Both Committed Spectrum Rights and Uncommitted Spectrum Rights include key data points for each license, such as a map of the Geographic Service Area ("GSA"), an estimate of the population covered by each such GSA using the most recent and up to date US Census data that is publicly available, call sign/licensee, the primary geographic market, FCC service band, frequency block, and total capacity (MHz) will all be featured.
2. The secure Spectrum Marketplace portal will occasionally provide additional relevant non-proprietary and non-confidential information about Committed Spectrum Rights Holders and the Committed Spectrum Rights. In the event that Spectrum Rights Holder is open to, or prefers, entertaining a potential leasing/sublease transaction, additional information may include (a) the preferred start date for a new spectrum lease/sublease, (b) whether any party has an existing lease and when that lease will end, and (c) any other rights that may have been provided under an existing agreement such as an existing lessee's right of first refusal. Upon request of Buyer,

Select Spectrum will provide non-proprietary and non-confidential information about the Committed Spectrum Rights, such as the (a) the preferred start date for a new spectrum lease, (b) whether any party has an existing lease and when that lease will end, and (c) any other rights that may have been provided under an existing agreement such as an existing lessee's right of first refusal.

3. Select Spectrum will provide a standard format that Buyer must use to place offers, which will include information such as Buyer identification, proposed Transaction terms, such as price. In the case of a lease, information such as start dates and duration, proposed renewal terms, and financial terms. The format will allow Buyer to also include any supplemental information to encourage the Committed Spectrum Rights Holder or Uncommitted Spectrum Rights Holder to accept its offer.
4. Select Spectrum will forward Buyer's offer(s) for each of the Committed Spectrum Rights to the Committed Spectrum Rights Holder along with Select Spectrum's financial analysis of such offer(s). In the case of Uncommitted Spectrum Rights, Select Spectrum shall not provide any consultation or analysis to the Uncommitted Spectrum Rights Holder(s). Committed Spectrum Rights Holders and Uncommitted Spectrum Rights Holders will each substantially control the process following receipt of offers, which may include additional rounds of bidding and/or negotiation with more than one Buyer. Buyer may elect to participate in any additional bidding process that may be held, or may decide to cease their offer at any time.
5. Select Spectrum will inform Buyer of the Committed Spectrum Rights Holder or Uncommitted Spectrum Rights Holder's decision(s) with respect to received offers. If Buyer is provisionally selected by any Committed Spectrum Rights Holder and begins Transaction negotiations, Select Spectrum will assist the Committed Spectrum Rights Holder with negotiations to facilitate the parties reaching a mutually acceptable Transaction Agreement. For Uncommitted Spectrum Rights Holders, Select Spectrum will neither negotiate on the Uncommitted Spectrum Rights Holder's behalf nor the Buyer's behalf. Select Spectrum will, however, assist in any logistical requirements with the interest of assisting both parties to expeditious and efficiently close a mutually acceptable Transaction. Select Spectrum does not have legal expertise and cannot provide legal advice and recommends that Buyer engage legal counsel to represent its interests.

Compensation

Select Spectrum will provide the services described above at no charge to Buyer. No fee shall be owed by Buyer to Select Spectrum unless and until the Transaction(s) become effective ("Effective Date"). If during the term of this Agreement or for six months afterward, Buyer or its affiliate(s) execute any Transaction(s) for any of the Uncommitted Spectrum Rights, then Buyer shall pay Select Spectrum a Contingent Success Fee ("CSF").

The CSF payment structure is equal among all signatories of a SMPA, and is issued on a per license basis,

varying by the license band and the market size, which is determined by the population figures covered by the license(s). For a typical transaction, which will have an NPV of less than \$1 million, the CSF will be the greater of six percent (6.0%) of the NPV or \$6,000. For any higher value Transactions (above \$1 million), the CSF will equal \$60,000 plus:

- 5% on NPV amounts between \$1 million and \$2 million, plus
- 4% on NPV amounts between \$2 million and \$3 million, plus
- 3% on NPV amounts between \$3 million and \$4 million, plus
- 2% on NPV amounts over \$4 million.

An example of the NPV and CSF calculations is shown in Attachment 1. Buyer will ensure that the Transaction requires that a CSF will be payable to Select Spectrum simultaneously with any upfront or initial payment and no later than the Effective Date. The upfront payment for each Transaction must equal at least the greater of \$10,000 or ten percent (10.0%) of the total lease NPV as calculated in Attachment 1. CSF payment obligations will remain in effect for any transaction Buyer completes for any of the Tier 1 or Tier 2 Spectrum Rights within six months following the termination date for this Agreement.

Prior Agreements

If Buyer previously signed a different agreement that would provide for a fee to Select Spectrum, then the fee previously agreed shall not apply and only the Fee specified in this Agreement shall apply.

Confidentiality, Non-Circumvention and Anti-Collusion

Buyer agrees to maintain confidentiality for any information provided by Select Spectrum that is identified as "Confidential". Buyer further agrees that competition to lease or purchase Committed Spectrum Rights must be fair and that it will not collude with any other entity that may compete to lease or buy Committed Spectrum Rights concerning the amount or structure of any offer. Buyer also agrees that, if it or any affiliate organizations enter into a Transaction for any of the Committed Spectrum Rights or Uncommitted spectrum Rights, whether through the Spectrum Marketplace or otherwise, during the term of this Agreement, Buyer will be obligated to pay the CSF to Select Spectrum.

Representations and Warranties

Buyer represents that it is legally qualified to Lease EBS spectrum rights and that the person signing this Agreement on behalf of the Buyer is legally authorized to do so and to bind Buyer to the terms hereof. Select Spectrum represents that it is a Limited Liability Company organized in the Commonwealth of Virginia and that Robert Finch is legally authorized to bind Select Spectrum to the terms hereof.

Limitation on Liability; No Joint Venture

Buyer understands that Select Spectrum is providing a platform for the submission of offers for Transaction of Desired Spectrum Rights and the additional services specifically described herein and does not represent Buyer for any purpose other than as specifically described herein. Accordingly, Select Spectrum shall not be liable hereunder for any claims, losses, or damages that Buyer may incur as a result of the Broadband Marketplace described herein. This Agreement does not create a joint venture or partnership between Buyer and Select Spectrum.

Termination

This SMPA shall terminate one year following the full execution of this Agreement.

Approvals

If the terms and conditions described in this letter are acceptable, please confirm by completing and signing below. Then please scan the signed Agreement and send it to andreas@selectspectrum.com and we will reply by email with a fully executed Agreement attached.

Select Spectrum hereby accepts and agrees to the terms and conditions described in the foregoing Agreement.

Signature: _____

The undersigned Bidder hereby accepts and agrees to the terms and conditions described in the foregoing Agreement.

Signature: _____

Printed Name and Title: _____

Buyer Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Date: _____