



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

This Spectrum Marketplace Listing Agreement (this “Agreement”) describes the terms and conditions by which _____ (“Spectrum Rights Holder”) agrees to include its ____ spectrum rights listed in Attachment 1 hereto (“Spectrum Rights”) in the Spectrum Marketplace to be managed by Select Spectrum LLC (“Select Spectrum”), in the scope and manner described below.

Select Spectrum intends to include Spectrum Rights Holder’s spectrum assets in the Spectrum Marketplace for the lease, sublease or sale¹ (collectively, “Transaction”) of spectrum rights licensed to or held by Spectrum Rights Holder. The Spectrum Marketplace provides a formal structure and platform where a variety of parties that are interested in placing offers and/or bids for the Transaction of Spectrum Rights (collectively, “Buyers”) may do so in an effective and efficient manner.

Spectrum Rights Holder acknowledges that Select Spectrum’s services in the Spectrum Marketplace are provided on a non-exclusive basis. Select Spectrum, as a spectrum rights marketing agent, may choose to represent other Licensees that desire to list spectrum rights through the Spectrum Marketplace format and explore Transaction opportunities. Select Spectrum cannot guarantee that Spectrum Rights Holder will receive any offers for the Spectrum Rights through the Spectrum Marketplace, or that any offers that are received will fully meet Spectrum Rights Holder’s expectations of a satisfactory Transaction.

Obligations of Spectrum Rights Holder

To increase the chance of receiving attractive offers, Spectrum Rights Holder will provide Select Spectrum with information useful to prospective Buyers that are considering a Transaction for the Spectrum Rights. Spectrum Rights Holder agrees to promptly review any offers it receives, to identify any offers that it determines to be acceptable and to negotiate in good faith for a Transaction of its Spectrum Rights if any such offers are acceptable.

Select Spectrum Services and Obligations

Select Spectrum agrees to provide the following services:

1. Select Spectrum will make publicly available on its web site (www.selectspectrum.com/SpectrumMarketplace) a map of the Geographic Service Area (“GSA”) for each of the Spectrum Rights included and an estimate of the population

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

covered by each such GSA using the most recent and up to date US Census data that is publicly available. Relevant criterion such as the primary geographic market, FCC band, total capacity (MHz), and frequency information will be featured. The web client will provide additional relevant non-proprietary and non-confidential information about Spectrum Rights Holders and the 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.

2. Select Spectrum will develop a standard presentation, Spectrum Summary, and/or Spectrum Information Memorandum showing the advantages of Broadband licensed spectrum for the mobile/fixed wireless industries². Select Spectrum will utilize the presentation and Spectrum Summary sheet in promoting Spectrum Right Holder's spectrum and will revise occasionally as industry conditions change. Select Spectrum will, as necessary, create individualized presentations and documents to complement the standard presentation and summaries for Buyers that are engaged in serious discussion and have expressed interest in conducting Transaction(s) for the Spectrum Rights.
3. Select Spectrum will speak with "ecosystem partners" such as compatible equipment manufacturers and trade associations that support licensed Broadband users, such as the mobile/fixed wireless industries and critical infrastructure industries, to inform them of the availability of the Spectrum Rights and respond quickly to any referrals from these manufacturers, distributors or engineering firms. Select Spectrum will utilize its existing database of contacts and relationships with engineers and managers at the organizations that are prospective Buyers and a variety of search methods to identify individuals responsible for planning and designing 4G, LTE, 5G and other wireless systems that might utilize Spectrum Rights Holder's Spectrum Rights. Select Spectrum will contact these professionals to promote the Spectrum Marketplace and the availability of the Spectrum Rights, the technical and financial advantages of systems constructed using Broadband spectrum, and describe alternative uses and available technology. The goal will be to create interest that will lead to the Spectrum Rights being considering for integration into the design, budgeting and acquisition process.
4. Select Spectrum will provide a standard format that Buyers will use to make formal offers, which will include information such as the parties' identification, key proposed Transaction details, and in the event a lease/sublease transaction the lease start dates and duration, proposed renewal terms, and financial terms (such as Net Present Value) will be included. The format will allow parties to also include any supplemental information to encourage a Spectrum Rights Holder to accept its offer.

² Such summaries will be constructed and marketed on a "per band" basis.

5. Select Spectrum will seek opportunities for webinars and speaking appearances at relevant trade shows and conferences to promote the use of Broadband frequencies for a variety of industries and use cases. Select Spectrum will also purchase booth space at key relevant trade shows and engage in speaking roles³.
6. After receiving offers for the Spectrum Rights referenced in Attachment 1 of this Agreement, Select Spectrum will present offers from Buyers to Spectrum Rights Holder along with Select Spectrum's financial analysis of such offers. Spectrum Rights Holder will substantially control the process following receipt of offers, which may include additional rounds of bidding and/or negotiation with more than one Buyer. Select Spectrum will assist as requested by Spectrum Rights Holder.
7. Select Spectrum will inform Buyers of Spectrum Rights Holder's decision with respect to received offers. A Buyer may elect to participate in any additional process that the Spectrum Rights Holder elects, or may decide to cease their offer at any time. If Buyer is provisionally selected by Spectrum Rights Holder and begins Transaction negotiations, Select Spectrum will assist Spectrum Rights Holder and Buyer with business negotiations to facilitate the parties reaching a mutually acceptable Transaction. Spectrum Rights Holder will have no obligation to accept any offer for Transaction. Select Spectrum does not have legal expertise and cannot provide legal advice and recommends that Spectrum Rights Holder engage legal counsel to represent its interests.

Compensation

Select Spectrum will provide the services described above at no initial charge to Spectrum Rights Holder; however, in the event of a successful Transaction of some or all of the Spectrum Rights, Spectrum Rights Holder shall require that Spectrum Rights Holder pay Select Spectrum a Contingent Success Fee ("CSF"). No fee shall be owed by Spectrum Rights Holder to Select Spectrum unless and until the Transaction becomes effective ("Effective Date"). If a Buyer agrees to such terms, Spectrum Rights Holder shall include appropriate language in the Transaction agreement such that Select Spectrum is paid the CSF contemporaneously with Spectrum Rights Holder's Transaction down payment or upfront payment proceeds. Should this arrangement not be possible for any reason, Spectrum Rights Holder will pay Select Spectrum within 30 business days of the closing of a sale transaction or within 30 business days of the Effective Date of a lease transaction.

Select Spectrum will calculate the CSF based on the total Net Present Value of Consideration ("NPVC") for each completed Transaction as defined below. The NPVC in a sale transaction is simply the purchase price for the spectrum. The NPVC in a lease transaction is equal to the Net Present Value ("NPV") of the lease payments including any upfront payment or deposit based on

³ For example, in 2019, Select Spectrum is has already attended, exhibited and or spoke at DistribuTECH, IWCE, ConnectX, ENTELEC, UTC (National & multiple Regional Conferences), and WISPAmerica and plans to attend numerous other conferences throughout the Fall 2019 and Spring 2020 seasons.

an 10% annual discount rate. Any nonmonetary consideration will be converted into an equivalent monetary value to Spectrum Rights Holder and included in the NPVC calculation.

For a Lease with a NPVC between \$0 - \$1 million, the CSF will be the greater of six percent (6.0%) of the NPV or \$6,000.

For any higher value Leases (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 above \$4 million

For a lease/sublease transaction, an example of the NPV and CSF calculations is shown in Attachment 2. The upfront payment for each lease must equal at least the greater of \$10,000 or ten percent (10.0%) of the total lease NPV as calculated in Attachment 2. CSF payment obligations will remain in effect for any transaction Spectrum Rights Holder completes for any of the Spectrum Rights within six months following the termination date for this Agreement as described below.

Fee Reduction

If the Buyer has signed an agreement with Select Spectrum to participate in the Spectrum Marketplace that would result in a Buyer commission payment being due to Select Spectrum in conjunction with the Transaction, then the CSF payable to Select Spectrum under this Agreement will be reduced to equal one-half (50%) of the CSF that would otherwise apply.

Exclusive Advisor

Spectrum Rights Holder hereby engages Select Spectrum to act as its exclusive strategic advisor in connection with a possible sales, leases or other transfers, for licenses listed on Attachment 1.

Spectrum Rights Holder may not initiate contract with a third party for such services.

Prior Agreements

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

Representations and Warranties

Spectrum Rights Holder represents that the person signing this Agreement on behalf of the Spectrum Rights Holder is legally authorized to bind Spectrum Rights Holder to the terms hereof.

Select Spectrum represents that it is a Limited Liability Company organized in the State of Virginia and that Robert Finch is legally authorized to bind Select Spectrum to the terms hereof.

Limitation on Liability; No Joint Venture

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

Termination

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

If during the term of this Agreement or for six months afterward, Spectrum Rights Holder or its affiliate executes a Transaction for any of the Spectrum Rights, then Spectrum Rights Holder shall pay Select Spectrum a CSF.

Approval

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

Signature: _____

Printed Name and Title: _____

Spectrum Rights Holder Name: _____
(Company or individual)

Address: _____


Email Address: _____

Phone Number: _____

Date: _____

Attachment 1: Spectrum Rights subject to this Agreement

Attachment 2 – Example Spectrum Value and CSF Calculation

Example Lease Value Calculation and CSF Calculation - Lessee/Commercial Operator									
NPV Calculations Example Lease. Buyers are free to submit different numbers									
MHz		22.5		Population	120,000				
MHz POP		2,700,000		Price Proposal	\$0.060	Target Value		\$162,000	
Initial Annual Rent		\$11,259		(Note: Buyer Free to pick proposed Unit price)					
Initial Monthly Rent		\$938		Minimum Upfront Payment (\$10,000 or 10% of NPV)				\$16,200	
Annual Increase		3.0%		Upfront payment Included in Offer				\$16,200	
Example Term Year	Year	Monthly Payment	Annual Payment	*NPV	Discount Rate	*Resulting NPV			
		(\$)	(\$)	Undiscounted	0.00%	\$551,852			
1	2016	938	11,259	Discount Rate	10.00%	\$161,593			
2	2017	966	11,597	* For this calculation, the Net Present Value will be calculated at ten percent (10.0%) annual discount rate. NPV is the average of the NPV value between assuming all monthly payments are made at the beginning of the year and assuming all monthly payments are made at the end of the year					
3	2018	995	11,945						
4	2019	1,025	12,303						
5	2020	1,056	12,672						
6	2021	1,088	13,052						
7	2022	1,120	13,444						
8	2023	1,154	13,847						
9	2024	1,189	14,263						
10	2025	1,224	14,690						
11	2026	1,261	15,131						Ratio of Upfront to NPV (Minimum is 10%)
				Ratio of Initial Annual to NPV			6.95%		
12	2027	1,299	15,585	Minimum Lessee Contingent Success Fee			\$6,000		
Contingent Success Fee Calculation									
				Threshold	NPV that exceeds TH	Positive NPV > Threshold	LCSF Percent (%)	Incremental CSF	
16	2031	1,462	17,541	\$0	\$161,593	\$161,593	6.0%	\$9,696	
17	2032	1,506	18,067	\$1,000,000	-\$838,407	\$0	5.0%	\$0	
18	2033	1,551	18,609	\$2,000,000	-\$1,838,407	\$0	4.0%	\$0	
19	2034	1,597	19,168	\$3,000,000	-\$2,838,407	\$0	3.0%	\$0	
20	2035	1,645	19,743	\$4,000,000	\$0	\$0	2.0%	\$0	
21	2036	1,695	20,335	Calculated Incremental CSF			\$9,696		
22	2037	1,745	20,945	LCSF in each case is the greater of the minimum CSF or the LCSF according to the Calculation					
23	2038	1,798	21,573						
24	2039	1,852	22,221	LCSF Due in this case is					\$9,696
25	2040	1,907	22,887	Additional Information					
26	2041	1,964	23,574						
27	2042	2,023	24,281	Call Sign				ABC123	
28	2043	2,084	25,009	Freq. Band				2496-2690	
29	2044	2,147	25,760	Next License Exp./Renewal Date				4/22/2019	
30	2045	2,211	26,533						
Total Annual Amounts			\$535,652						
TAA with upfront payment			\$551,852						

Notes:

Green cell	Information provided by Select Spectrum based on its analysis of information from various sources. Buyer may change
Blue cell	Variables to be provided by Buyer. Examples not intended to direct Buyer to any specific value
Beige cell	Typical value based on ratios. Buyer may vary so long as proposal meets requirements of Spectrum Marketplace Participation Agree
Yellow cell	Result of calculation. Overall lease Net Present Value will be evaluated by Buyer and used to calculate Contingent Success Fee
Purple cell	Figures from Spectrum Marketplace Participation Agreement. Changes not permitted

Note: Where both Spectrum Rights Holder/lessor and Buyer/lessee have signed agreements, the LCSF owed by each will be divided by two and the results added to get the combined LCFS due

Total LCSF = Lessor LCSF/2 + Lessee LCSF/2