

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 02/21/2025

Contract/Agreement Vendor:

Name of Vendor & Contact Person
 Freddie.Keyes@t-mobile.com
 Vendor Email Address

*Describe Contract (Technology, program, consultant-prof Development, etc.)
 Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.*

Reason/Audience to benefit

BOE Date

Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO YES NO

If yes, Technology Admin:

Cabinet Team Member:

Funding Source:

Fund/Project

OCAS Coding

Consent

Action

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Clearwire Spectrum Holdings III, LLC, who will provide a thirty (30) year FFC Long Term Education Broadband Service Lease agreement for the radio tower located at Broken Arrow High School. Agreement dates are April 17, 2017 through April 6, 2047. This is year nine (9) of the thirty (30) year agreement. / A.Bowser

Summary

This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

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

THIS Educational Broadband Service ("EBS") Long-Term De Facto Lease Agreement (the "Agreement") is entered into as of April 6, 2017 (the "Effective Date"), by and between Independent School District No. 3 of Tulsa County, Oklahoma d/b/a the Broken Arrow Public Schools, an Oklahoma public school district (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 C1, C2, C3 and C4 (collectively, together with any associated, guardband or J or K channels that may be granted, the "Channels") under call sign WNC315 (the "License") to Licensee to transmit in the Tulsa, Oklahoma area (the "Market") depicted on Exhibit A; and

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") and all services being offered over the Wireless System being the "Wireless Services";

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 ninety (90) days 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. 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 petition, application or appeal is pending and (ii) the time for the filing of any such petition, application or appeal has passed.

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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 execution of this Agreement 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"). Both 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 in any License renewal application, or separately request, as necessary, a request to extend and renew this Agreement for the renewal term of the License, if this Agreement contemplates renewal of this Agreement for or during any part of such License renewal term. In the event a petition for reconsideration is filed against the grant of an FCC Long Term Lease Application, or if the FCC determines to reconsider such grant on its own motion, Clearwire will determine at its option whether to delay commencement of the Initial Term until resolution of such reconsideration and, in the event of such delay, it will notify Licensee in writing. 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 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 applications, amendments, petitions, requests for waivers, and other documents necessary to secure any FCC approval, consent or other action required to effectuate this Agreement. During the Term, Clearwire will use its best efforts to provide Licensee at least sixty (60) days advance notice prior to any application or filing deadline. Should Clearwire fail to provide Licensee sufficient notice prior to a filing deadline, Licensee will not be in breach of this Agreement for failure to make the appropriate filing.

(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. In addition, Clearwire will pay any FCC filing fees associated with seeking FCC approval of the FCC Long Term Lease Application and will promptly pay, upon receipt of a valid invoice, or reimburse Licensee for its reasonably anticipated out-of-pocket expenses in connection with the activities undertaken by Licensee in response to any request by Clearwire under this Agreement to the extent that Clearwire has not offered to undertake the activities on behalf of Licensee; provided, however, that Licensee shall not seek reimbursement for any cost or expense in excess of \$500 unless such cost or expense is approved by Clearwire, which approval shall not be unreasonably withheld. Clearwire will pay Licensee's costs for renewal of the License and any other filings requested or customarily required of Licensee by the FCC to remain eligible under FCC Rules to hold the License and provide Clearwire Capacity to Clearwire.

(d) **Regulatory Fees.** 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.

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(e) **Additional FCC Matters.** Clearwire and Licensees 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, License modifications or new applications for unlicensed spectrum. To the extent that Licensee acquires any newly licensed spectrum under a new call sign, Clearwire shall have a right of first refusal to lease from Licensee such newly licensed spectrum pursuant to the terms of Section 4 below. Clearwire and Licensee will also cooperate to support FCC experimental licensing procedures pursuant to 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 as specified in the attached Schedule 1 (the "Monthly Fee") for use of the Clearwire Capacity. 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 (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) decreases from the amount of Clearwire Capacity available as of the Effective Date; (ii) any portion of Clearwire Capacity becomes unavailable to Clearwire in any part of the Geographic Service Area ("GSA") for the Channels as such GSA exists as of the Effective Date; or (iii) the amount of Clearwire Capacity increases from the amount of Clearwire Capacity available as of the Effective Date, however, if an increase in Clearwire Capacity is due to FCC action that expands the original GSA to cover a larger area ("GSA Expansion"), Clearwire will have the option to include or to omit the additional area covered by the expanded GSA in this Agreement. In the event of a GSA Expansion, Clearwire will notify Licensee within ninety (90) days of the official FCC action that finalizes the GSA Expansion. 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. In making either calculation, however, the J and K channel associated with the Broadband Radio Service ("BRS") Channels following FCC mandated re-banding (the "Re-banding") 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) **Initial and Anniversary 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 (the "Final Order Date") Clearwire will pay to Licensee the amount of One Hundred Thousand Dollars (\$100,000) (the "Initial Fee"). Within ten (10) business days of the first anniversary of the Final Order Date, Clearwire will pay to Licensee the amount of One Hundred Thousand Dollars (\$100,000) (the "Anniversary Fee"). Clearwire's obligation to pay the Initial and Anniversary 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 (attached hereto as Exhibit D).

(d) **Broker Payment.** Licensee has instructed Clearwire to pay Thirty Thousand Nine Hundred Ninety-Nine Dollars and Fifty-Three Cents (\$39,999.53) (the "Broker Fee") to Select Spectrum, LP (the "Broker") within ten (10) business days of the Commencement Date. The Licensee's instructions regarding this

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matter are irrevocable. Licensee acknowledges that Clearwire will rely on these instructions. This payment will be in addition to the other payments that Clearwire is obligated to make under this Agreement. Licensee will provide Clearwire with sixty (60) days' written notice of any dispute or claim between Licensee and Broker. In Clearwire's sole discretion, if any dispute or claim arises between Licensee and Broker, Clearwire has the option to pay the Broker Fee either directly to Licensee or turn it over to a court of competent jurisdiction. Any disputes between Licensee and Broker shall be solely between Licensee and Broker. Clearwire will have no liability whatsoever to Broker or Licensee for any dispute or claim arising between the two. As a condition of Clearwire disbursing the Brokerage Fee, Broker will sign a complete and full release of liability in favor of Clearwire and Licensee. Any payment that Clearwire makes to Broker is considered a payment to Licensee. Clearwire's obligation to pay the Broker Fee is subject to Broker delivering to Clearwire (i) a completed IRS Form W-9 (attached hereto as Exhibit B) and (ii) payment instructions in the form attached as Exhibit C or otherwise in a form acceptable to Clearwire.

Licensee acknowledges that Clearwire is not jointly and severally liable for any claims or actions that Broker asserts against Licensee.

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, 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).

(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 solely as a result of Clearwire's default) 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 sixty (60) 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 sixty (60) 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 sixty (60) 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 13 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

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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).

(e) **License Forfeiture by Licensee.** If at any time during the Term Licensee is no longer able to hold the License and is unable to find a suitable entity to assign the License pursuant to Section 9 of this Agreement, Licensee will give Clearwire written notice of its desire to cancel the License. Upon such notice, Clearwire will have sixty (60) days to declare an entity of its choosing as assignee and Licensee will assign the License and Lease Agreement to such entity. Licensee will cooperate to file all necessary applications with the FCC to effectuate the assignment before Licensee is relieved of its liability under this Agreement.

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 other than Licensee's Reserved Capacity ("Clearwire Capacity").

(b) **Licensee's Reserved Capacity.** The term "Licensee's Reserved Capacity" shall mean the capacity on the Channels that is required to be set aside for Licensee's use pursuant to FCC Rules, as the same may change from time to time. Consistent with FCC Rules, and as designated by Clearwire from time to time, Licensee's Reserved Capacity may be shifted or loaded on any Channel and/or other EBS or BRS channels that Clearwire controls in the Market, or portion thereof. If, in accordance with the foregoing sentence, Clearwire elects to shift or load Licensee's Reserved Capacity on any channels other than the Channels, then Clearwire shall ensure the authorized GSA(s) of the channel(s) to which the Licensee's Reserved Capacity is shifted or loaded substantially overlaps the GSA for the Channels. To the extent that Licensee's Reserved Capacity is determined as a percentage or portion of the digital capacity on the Channels, such capacity will be determined by Clearwire in accordance with the processes generally used by it to determine capacity use.

(c) **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. Licensee will use the Licensee's Reserved Capacity for any purpose that furthers its educational mission, including but not limited to the satisfaction of its minimum educational use requirements for EBS channels pursuant to FCC Rules.

(d) **Section 27.1214(e) Amendments.** Throughout the Term, Clearwire will use best efforts to notify Licensee of any change in the FCC minimum educational use requirements. Pursuant to Section 27.1214(e) of the FCC's rules, on the date that is fifteen (15) years after the Effective Date and every five (5) years thereafter, Licensee will have a period of sixty (60) days to request a review of its minimum educational use requirements, at which time the Parties will negotiate in good faith an amendment to this Agreement that accommodates any *bona fide* changes in educational needs, technology and other relevant factors affecting Licensee's Reserved Capacity requirements. Notwithstanding the foregoing, the following will apply to any such amendment: (i) with respect to

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Licensee and any Permitted End Users (defined below) for whom Clearwire has provided Products and Services (as defined in Subsection 7(a) below), Clearwire will make available any equipment, services or software upgrades that Clearwire makes generally available to Clearwire's retail customers subscribing to the same tier of service in the Market over BRS or EBS facilities; (ii) to the extent such amendment materially increases Clearwire's monthly costs either to operate its leased capacity or to meet Licensee's changed operational use requirements, the amendment may provide that such costs will be offset by a reduction in Clearwire's Monthly Fee for the remainder of the Term, a refund in an amount to be agreed upon by both Parties, or both; (iii) Clearwire may accommodate changes in Licensee's Reserved Capacity through any reasonable means available so as to avoid disruption to the advanced wireless services provided by Clearwire; and (iv) Clearwire will not be required to accommodate changes in Licensee's Reserved Capacity in a manner that has a negative economic impact on Clearwire or Clearwire's commercial operations under the Agreement.

(a) **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. 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 or on Licensee Capacity other than such equipment that is provided pursuant to Section 7 of this Agreement.

(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 construct, operate and maintain facilities for the Channels that provide transmission capability sufficient to satisfy minimum build-out or performance requirements applicable to EBS Channels under standards prevailing at any given time under FCC Rules.

(c) **Dedicated Equipment Purchase Option.** In the event this Agreement is terminated for any reason other than a default by Licensee or the natural expiration of the Agreement, Licensee will have the option, upon giving notice to Clearwire within thirty (30) days of such termination, to purchase or to lease at Clearwire's option that portion of the transmission equipment (not including any tower rights) then in operation that is dedicated solely to transmission of Licensee's Reserved Capacity on the Channels (the "Dedicated Equipment"), or comparable equipment. The price for such equipment will be equal to the fair market value of the Dedicated Equipment at the time of Licensee's notice or, if comparable equipment is provided, Clearwire's cost in obtaining such equipment.

(d) **Shared Equipment Purchase or Lease Option.** In the event this Agreement is terminated for any reason other than a default by Licensee or the natural expiration of the Agreement, Licensee will have the option upon giving notice to Clearwire within thirty (30) days of such termination to purchase or lease at Clearwire's option any equipment owned by Clearwire and used in connection with the transmission of Licensee's Reserved Capacity on the Channels that is not Dedicated Equipment, or comparable equipment (not including any tower rights) (the "Shared Equipment"), at a price equal to the Shared Equipment's fair market value for such purchase or lease as applicable.

7. ADVANCED WIRELESS SERVICES FOR PERMITTED END USERS.

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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 and to help the Licensee meet educational usage obligations imposed by the FCC.

(a) **Products and Services.** Products and Wireless Services available to Licensee's Permitted End Users (as defined below) shall provide connectivity to and operate on the Wireless System operated by Sprint (or any successor wireless carrier) and will include but are not necessarily limited to those found at www.sprint.com ("Products and Services"). 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. If at any time during the Term, the Terms and Conditions contradict this Agreement, this Agreement will govern. In addition, should the Terms and Conditions contain indemnification provisions or any provision that imposes a payment obligation on Licensee other than those that the Licensee agrees to accept pursuant to the use of the Service Credit in section 7(b), the Parties agree such will not apply to Licensee. A "Spectrum Account" is a Sprint customer account available only to EBS spectrum lessees that provides access to all commercially available rate plans and may also include rate plans not commercially available to other Sprint customers. The Service Credit may be used to purchase Products and Wireless Services generally offered in the Market, in such type and amount as Licensee shall determine, at the then commercially available rates or, if available, a rate made available to Licensee through the Spectrum Account; provided, however, that Licensee's selection at any given time must include sufficient Products and Services that include 2.5 GHz band capabilities so as to enable Licensee to satisfy the FCC minimum educational use requirements for the Channels. The rates for any Products or 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 acknowledges that Clearwire may continue in certain markets to operate facilities on the 2.5 GHz band with WiMAX or Expedience systems and Licensee agrees to continue to use its existing devices and services operating on such systems to satisfy FCC requirements, as necessary. 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 Services for its Permitted End Users.

(b) **Service Credit.** The monthly service credit ("Service Credit") during the Term will be Eight Hundred Dollars (\$800). 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 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. If at any time during this Agreement, as a result of a change in the FCC rules to increase the minimum educational use requirement or any other cause not created by Licensee, Licensee, after coordination with Clearwire to ensure the Licensee is making efficient use of its service credits, is not able to satisfy its educational use requirements with the available service credits, then Clearwire, by amendment hereto, shall cause Sprint to increase the monthly service credit to such level as will allow Licensee to procure sufficient Products and Services to meet its minimum educational use requirements for the Channels.

(c) **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.

(d) **Equipment and Software.** For Licensee and any Permitted End Users that use the Products and Services, equipment and/or software upgrades will be made available under the same terms and conditions that are available to retail customers subscribing to the same service package in the Market.

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(e) **Title.** All equipment provided to Licensee in connection with this Section 7 will be the property of Licensee or its designee(s), free and clear of all liens and encumbrances, when paid in full (if any payment is required). Licensee will own, and be solely responsible for the maintenance and operation of all equipment provided to Licensee or its Permitted End Users.

(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 Services or allow a third party to resell the Products and Services. Any violation of this Section 7(f) will be considered a material breach pursuant to Section 10(b).

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 15(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; provided that 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 Clearwire or its affiliates, or (Z) to any entity with the capability to perform the obligations of Clearwire hereunder, specifically those relating to sections 3, 7 and 15. Notwithstanding the foregoing, Clearwire may only assign or transfer its rights and/or obligations under this Agreement pursuant to provision (Z) if Clearwire (i) is not then in default and (ii) Clearwire has paid the Initial Fee, the Anniversary Fee and the Broker Fee.

10. TERMINATION OF AGREEMENT

(a) This Agreement will automatically terminate with respect to any Licensee 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 cancelling the License; or (iv) Clearwire's acquisition of the Licensee 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 15(b).

CLEARWIRE CONFIDENTIAL AND PROPRIETARY INFORMATION

(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 any 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 revenues generated from the use of the Clearwire Capacity.

12. COMPETITION

Licensee agrees that it will not, during the Term of this Agreement, use Licensee's Reserved Capacity to compete with Clearwire and/or its affiliates in any business activity or business or service offering in the GSA of the Channels. Nothing in this section prohibits Licensee from (i) leasing the capacity of the Channels to a third party after the termination or expiration of this Agreement if (X) the capacity is being used solely to undertake noncommercial activities advancing Licensee's educational purposes or (Y) Licensee has complied with the ROFR provisions in Section 4(b), (ii) using the Products and Services acquired thereby, to provide services to itself or other schools, colleges, universities or other governmental or nonprofit entities for purposes of satisfying the Licensee's minimum educational use requirements for EBS channels under FCC Rules, or (iii) leasing other EBS channels licensed to Licensee or other spectrum to any other party for any purpose.

13. 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

CLEARWIRE CONFIDENTIAL AND PROPRIETARY INFORMATION

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.

14. 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.

15. 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 any License and the Channels.

(d) If any 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.

(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 13.

CLEARWIRE CONFIDENTIAL AND PROPRIETARY INFORMATION

16. LICENSEE'S AUTHORIZATIONS

Licensee will use its best efforts to maintain in full force and effect through the Term of 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.

17. REPRESENTATIONS AND WARRANTIES

(a) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that, except to the extent that any provision of this Agreement may violate the fiscal year limitations of Article X, Section 26 of the Oklahoma Constitution: (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 of its existing contractual obligations.

(b) **Licensee's Representations and Warranties.** Further, Licensee represents and warrants to Clearwire that, to the best of Licensee's knowledge: (i) the License is in effect, (ii) Licensee's operations and activities pursuant to the License, if any, are being conducted in material compliance with all FCC Rules, including its educational use requirements, (iii) Licensee has no claim or other unresolved objection arising out of the transition pursuant to Sections 27.1230 through 27.1235 of the FCC's Rules, and (iv) 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. If, during the Term, Licensee is no longer able to make the representations and warranties in Section 17(a)-(b), Clearwire will, pursuant to Section 4(e), have the right to direct Licensee to assign this Agreement to an entity of Clearwire's choosing.

18. RESERVED

19. NOTICES

Any notice required to be given by one Party to the other under this Agreement will be delivered using a reliable national express overnight or two-day delivery service with a courtesy copy via email and will be effective upon receipt of the physical notice. All notices will be delivered to the Parties at the following addresses:

Notice Address for Clearwire:

Clearwire Spectrum Holdings III LLC
C/O Sprint Corporation
12502 Sunrise Valley Drive
VARESA0101-1A213
Reston, VA 20196
Attn: Patricia Tikkala, VP Spectrum
Email: patricia.tikkala@sprint.com

With a copy to:

Sprint Corporation
12502 Sunrise Valley Drive
VARESA0209-2D187
Reston, VA 20196

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Attn: Heather Brown, Legal
Email: heather.brown@sprint.com

Notice address for Licensee:

Broken Arrow Public Schools
Attn: Chief Financial Officer
701 South Main Street
Broken Arrow, OK 74012
Email: mgeneff@ba.schools.org

With a copy to:

Rosenstein, Fin & Ringold
Attn: John E. Howland
525 S. Main, Suite 700
Tulsa, OK 74103
Email: johnh@rflaw.com

20. 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) **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.

(c) **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.

(d) **Reserved.**

(e) **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 Oklahoma without regard to the principles of conflict of laws.

(f) **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.

(g) **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.

CLEARWIRE CONFIDENTIAL AND PROPRIETARY INFORMATION

(h) **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.

(i) **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.

(j) **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.

(k) **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 this Agreement or otherwise.

(l) **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)

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**SCHEDULE 1
MONTHLY FEE**

Year	Monthly Fee
Years 1-5	\$4,000.00
Years 6-10	\$4,320.00
Years 11-15	\$4,666.00
Years 16-20	\$5,039.00
Years 21-25	\$5,442.00
Years 26-30	\$5,877.00

CLEARWIRE CONFIDENTIAL AND PROPRIETARY INFORMATION

EXHIBIT A

GSA Maps

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**EXHIBIT B
IRS Form W9**



March 10, 2017

To Whom It May Concern:

Broken Arrow Public Schools has an account with the Bank of Oklahoma. The ACH routing information is as follows:

Account name	Broken Arrow Public Schools BAFA Merchant Acct
Routing number:	103900036
Account number:	600819194

Sincerely,


Mindy White

Bank of Oklahoma

Treasury Client Services

One Williams Center S-NE

Tulsa, OK 74172

918-588-8655

Mindy.white@bokf.com

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: *Bank of Oklahoma*
- B. Type of Account: Checking Savings
- C. ABA Routing Number (9 digits): *103900036*
- D. Bank Account Number: *600819194*
- E. Vendor Name: *Broken Arrow Public Schools*
- F. Sprint Vendor Number (to be completed by Sprint Spectrum Mgmt):
- G. Tax ID/SSN Number: *73-6060638*
- H. Vendor Mailing Address: *701 S. Main St. Broken Arrow, OK 74012*
- I. Vendor Phone Number: *918-259-5700*
- J. Accounts Receivable Email Address: *ddollahan@baschools.org*
(Note: Email address required to receive detailed deposit notifications.)
- K. Accounts Receivable Contact Phone: *918-259-5715*
- L. Printed Name of Authorized Vendor Representative: *Donna Dollahan*
- M. Signature of Authorized Vendor Representative: *Donna Dollahan*
- N. Data Signed by 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.

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 "same" on the account is not on the deposit slip)

The completed form can be sent via email to jackie.bohon@sprint.com, or by fax w/cover sheet to 913-523-8616.

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Exhibit D

Licensee and FCC Electronic Filing Information Form

Licensee: Independent School District No. 3 of Tulsa County, Oklahoma d/b/a the Broken Arrow Public Schools

FCC Registration Number	000794100R
FCC ULS Password (if unknown, see below)	
Contact Information	Ben Stout bstout@baschools.org Amanda Summers asummers@baschools.org
Federal Tax ID Number (see below)	FEI 75606203R

918.259.7419
918.259.5718

If your FCC ULS password associated with your FCC license is unknown, you will need to request the FCC to reset it. You can do so by clicking the following link and follow the steps as prompted:

www.fcc.gov/coms/Web/enterFmForPwfReset.do

(You will need your federal taxpayer ID number to request the reset with the FCC.)

OR

If you would like Sprint to request the reset of your FCC ULS password on your behalf, please provide the Federal Tax Id Number for the licensee in the above-referenced box. Upon receipt of the new ULS password, Sprint will forward to you for your records.

By providing the above information, Licensee hereby gives authority to Sprint to complete FCC license renewals and lease applications for the subject FCC license on Licensee's behalf throughout the Term of the Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 3 OF
TULSA COUNTY, OKLAHOMA

By: Steve Allen
Name: Steve Allen
Title: BOE President
Date: March 3, 2017