

EXHIBIT D: AGREEMENTS & OTHER INSTRUMENTS

T-Mobile License LLC and its disclosable interest holders (together with all subsidiaries, “T-Mobile”) have not entered into any agreements, arrangements, or understandings of any kind that relate to the licenses being auctioned.¹ Nevertheless, Auction 108 is an overlay auction in a previously licensed spectrum band, and T-Mobile’s operations may use currently licensed frequencies, including through a variety of commercial relationships with 2.5 GHz licensees and mobile service providers. Out of an abundance of caution, therefore, T-Mobile answered “Yes” in its Form 175 application to the “Agreements with Other parties and Joint Bidding Arrangements” question so that it could acknowledge and identify certain 2.5 GHz agreements to which T-Mobile is a party. T-Mobile did not enter into additional agreements between the Form 175 deadline and through the release of the auction closing public notice; however, T-Mobile resubmits the list of agreements that it provided in the Form 175 and supplements that list to comport with information publicly available in the FCC’s Universal Licensing System.²

Consistent with its Form 175 filing, T-Mobile has listed many agreements.³ For each agreement, the exhibit names the agreement using a unique identifier; lists all parties to the agreement; and identifies the agreement as a Spectrum Lease, an Assignment/Transfer (via an asset purchase agreement), or another agreement type. Consistent with the FCC’s guidance against revealing information that might convey geographic areas of interest,⁴ the unique agreement identifiers are generic and do not include potentially relevant geographic information.

In broad terms, two types of agreements are listed: (1) 2.5 GHz Leases; and (2) 2.5 GHz Purchase Agreements:

2.5 GHz Leases. T-Mobile or its predecessors in interest have agreed to lease certain 2.5 GHz spectrum from various 2.5 GHz licensees and must communicate on subjects within the scope of the leases. These subjects may include issues related to timely and proper payment of recurring financial obligations

¹ “Disclosable interest holders” refers to any party with an interest that T-Mobile License LLC must disclose as a part of its Forms 175 and 601 under sections 1.2105 and 1.2112 of the Commission’s rules. *See* 47 C.F.R. §§ 1.2105(a)(2), 1.2112. Section 1.2105(a)(2)(viii) of the Commission’s rules requires T-Mobile License LLC to identify any agreements or understandings “relating to the licenses being auctioned.” 47 C.F.R. § 1.2105(a)(2)(viii). An agreement that does not involve any licenses being auctioned is not “related to” the licenses being auctioned for purposes of this disclosure requirement. *See, e.g., Competitive Bidding Procedures for Auction 103 (Upper 37 GHz, 39 GHz, 47 GHz); Requests of T-Mobile US, Inc., Sprint Corporation, and DISH Network Corporation for Waiver of Section 1.2105(a)(2)(ix) of the Commission’s Rules*, Order, AU Docket No. 19-59, 34 FCC Rcd 9325 (12), 9329-30, para. 12 (2019) (finding that an asset purchase agreement does not “relate to the license being auctioned” in Auction 103 because it “does not involve licenses in Auction 103”).

² Supplementary information appears in Agreements 288, 420-422, and 1713-1718.

³ The 2.5 GHz agreements identified in T-Mobile’s Form 601 exclude other operational agreements that are temporary, terminable at will, or incidental, such as spectrum leases to public safety agencies, coordination agreements with other spectrum users, and consents to grants of special temporary or experimental authority.

⁴ *See Action of Flexible-Use Licenses in the 2.5 GHz Band for Next-Generation Wireless Services Notice and Filing Requirements, Minimum Opening Bids, Upfront Payments, and Other Procedures for Auction 108*, Public Notice, AU-Docket No. 20-429, para. 70 (2022) (“an applicant should avoid including any information in its short-form application that might convey information regarding its license area selections, such as referring to counties or other geographic areas in describing agreements”). Many 2.5 GHz incumbent licensee names include geographic identifiers; therefore, avoiding the use of any geographic identifiers is not possible if the applicant is to comply with the requirement to provide the names of the contracting parties to an agreement.

specified in the leases; support for devices and services provided to the lessors under the terms of the leases; FCC filings; compliance obligations; the exercise of rights contained in the leases, such as rights to extend the lease term, rights of participation, or rights of first refusal; and the litigation or settlement of commercial disputes about the meaning of terms and conditions of the leases. In certain cases, moreover, T-Mobile or its predecessors in interest have agreed to lease 2.5 GHz spectrum to various third parties and must communicate on subjects within the scope of the leases. These subjects may include issues related to timely and proper payment of recurring financial obligations specified in the leases; FCC filings; compliance obligations; the exercise of rights contained in the leases, such as rights to extend the lease term, rights of participation, or rights of first refusal; and the litigation or settlement of commercial disputes about the meaning of certain terms and conditions of the leases.

2.5 GHz Purchase Agreements. T-Mobile or its predecessors in interest have agreed to purchase certain 2.5 GHz spectrum from various 2.5 GHz licensees and must communicate on subjects within the scope of the agreements, including matters related to the prosecution of FCC assignment or transfer applications, issues related to timely and proper payment, and measures necessary to comply with representations, warranties, and further assurances.

The 2.5 GHz agreements identified in T-Mobile's Form 601 include formal and informal understandings between T-Mobile and third parties as of May 9, 2022. The agreements can be classified into one of three categories. In some cases, T-Mobile and one or more counterparties have entered an agreement and applied for FCC authority to assign, transfer, or lease 2.5 GHz assets, but have not consummated the transaction pending the conclusion of FCC review. In other cases, T-Mobile and one or more counterparties have entered an agreement, but have not completed and filed an application for FCC authority to assign, transfer, or lease the 2.5 GHz assets. In the remaining cases, T-Mobile and one or more counterparties have reached an agreement in principle on all material terms necessary to assign, transfer, or lease the assets, but have neither formalized their understanding in a written agreement, nor applied for FCC authority to assign, transfer, or lease the 2.5 GHz assets.

While T-Mobile's 2.5 GHz agreements may have required communications between T-Mobile and one or more counterparties or third parties during the Auction 108 quiet period, none of the communications related to the licenses at issue in Auction 108.⁵ As a safeguard against any appearance of impropriety, moreover, T-Mobile established an ethical wall between those T-Mobile employees who support or oversee the negotiation and administration of T-Mobile's 2.5 GHz agreements and those T-Mobile employees who develop and implement T-Mobile's bids and bidding strategies during the Auction 108 quiet period.⁶ As more fully described in the Form 175 and its exhibits, these firewalls and precautionary measures were intended to reduce the risk any communications with another covered party could affect the competitive bidding process.

In sum, none of T-Mobile's 2.5 GHz agreements relate to the licenses that are the subject of Auction 108. Out of an abundance of caution, however, T-Mobile has identified in its Form 601 all 2.5 GHz

⁵ The FCC's rules exclude communications that are "within the scope of" certain disclosed agreements from the prohibited communications rule. See 47 C.F.R. § 1.2105(c)(1).

⁶ See *Guidance Regarding the Prohibition of Certain Communications During the Incentive Auction, Auction 1000, Public Notice*, AU Docket No. 14-252, 30 FCC Rcd 10794 (14), 63219, para. 20 (2015) (recognizing the implementation of information firewalls and separate teams of personnel as an effective method to "prevent the inadvertent sharing of information regarding bids or bidding strategies" in manners prohibited by the FCC's rules).

agreements to which T-Mobile is a party and has taken precautionary measures to mitigate risk and avoid the appearance of impropriety.