

AGREEMENT

This Agreement (“Agreement”) is executed as of this ___ day of September, 2017 (“Effective Date”), by and between The School Board of Broward County, Florida a body corporate and political subdivision of the State of Florida (“Broadcaster”), and T-Mobile USA, Inc., a Delaware corporation (“T-Mobile”) (each a “Party” and, collectively, the “Parties”).

WHEREAS, Broadcaster is authorized to operate a television broadcast station, WBEC-TV, covering portions of Miami-Dade, Broward and Palm Beach Counties, within the State of Florida (the “Broadcaster Operations”) pursuant to its own Federal Communications Commission (“FCC”) licenses as described on Exhibit A hereto (the “Pre-Auction Channel”) and will be transitioning its Broadcast Operations from the Pre-Auction Channel (UHF Channel 40) to a new channel (UHF Channel 25, the “Post-Auction Channel”) assigned by the FCC pursuant to the FCC’s Post-Incentive Auction Broadcast Transition Plan (the “Transition”) as set forth in the rules and regulations of the FCC (the “FCC Rules”), including FCC Rule § 73.3700;

WHEREAS, T-Mobile has acquired rights to 600 MHz licenses (which includes the current UHF TV Channel 40) as a result of the repurposing of the Pre-Auction Channels in the FCC’s incentive auction (Auction 1000) as described on Exhibit B hereto (the “Wireless Licenses”) and intends to construct and operate 600 MHz systems (the “600 MHz Operations”) in various geographic markets (including all or portions of the counties presently served by Broadcaster’s Pre-auction Channel) under the Wireless Licenses and in accordance with applicable FCC Rules; and

WHEREAS, the Parties desire to accelerate Broadcaster’s transition of the Broadcaster Operations from the Pre-Auction Channel to the Post-Auction Channel in order to facilitate T-Mobile’s more rapid use of the acquired Wireless Licenses, and thereby maximize its investment.

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained hereinafter and for other valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, T-Mobile and Broadcaster agree as follows:

1. Broadcaster Undertakings:

1.1 Broadcaster shall undertake the following activities and commitments in order complete the Transition prior to Broadcaster’s FCC-assigned date of April 12, 2019:

- (a) Broadcaster shall provide monthly updates to T-Mobile in writing at the end of each calendar month specifying progress on the transition.

- (b) Broadcaster further agrees that it will make all filings with the FCC, and take all other actions, necessary to complete the Transition and otherwise to clear, and to relinquish its rights to, the Pre-Auction Channels in accordance with the FCC Rules and this Agreement.
- (c) Complete Transition, or Cease Operation on the Pre-Auction Channel pending completion of transition, pursuant to any required FCC authorization, notice or approval, by June 1, 2018.

2. T-Mobile Undertakings:

2.1 In consideration for Broadcaster timely fulfilling each of its commitments pursuant to Section 1 above, T-Mobile shall pay Broadcaster SIX HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$645,500.00) (the "Payment Amount"), which payment shall be made in the following installments:

(a) Thirty percent (30%) of the Payment Amount or ONE HUNDRED NINETY-THREE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$193,650.00) ten business (10) days following the Effective Date of this Agreement (the "Upfront Payment");

(b) Twenty Percent (20%) of the Payment Amount or ONE HUNDRED TWENTY-NINE THOUSAND ONE HUNDRED DOLLARS (\$129,100.00) on or before February 1, 2018; and

(c) The remaining Fifty percent (50%) of the Payment Amount or THREE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$322,750.00) on the date that is no later than ten (10) days following T-Mobile's receipt from Broadcaster of notification, and such other confirmation as is reasonably desired by T-Mobile, that all of the tasks listed in Section 1 have been fully and timely completed (the "Final Payment").

2.2 Method of Payment, Taxes: All payments shall be in immediately available funds via check mailed to Broadcaster's notice address below. Broadcaster shall be solely responsible for all tax implications and liabilities related to the payment.

2.3 Refunds of Payments: If Broadcaster materially fails to perform any of its obligations set forth in Section 1 (b) or (c) above by the deadline prescribed therefor or otherwise is in default of its obligations under this Agreement, Broadcaster shall refund to T-Mobile the full amount of any Payments made by T-Mobile pursuant to Section 2.1(a) or (b) no later than Ninety (90) days after Broadcaster's receipt of notice from T-Mobile of such failure to perform. However, if T-Mobile avails itself of its right to Specific Performance, pursuant to

Section 6.8 hereof following any failure of Broadcaster to perform, then it shall retain the obligation to pay all amounts set forth in Section 2.1, and to the extent that any refunds were made pursuant to this Section, T-Mobile shall restore such payments to Broadcaster on the date it makes its final payment pursuant to Section 2.1(c) hereof. In the event that subsequent to the execution of this Agreement, and through no action of Broadcaster, the FCC disallows the early transition (in advance of the assigned phase action dates) of WBEC-TV and other related TV Licensees in the Miami Market pursuant to agreements with T-Mobile, then Broadcaster shall be entitled to retain any payments already made by T-Mobile pursuant to Section 2.1(a) and (b) hereof.

3. Term and Termination. This Agreement will commence on the Effective Date and will remain in effect until both Parties' obligations have been satisfied in their entirety. Either Party may terminate this Agreement in the event that such other Party has breached this Agreement; 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, and provided that T-Mobile's obligation to make payments to Broadcaster pursuant to Section 2 shall survive any such termination in the event that the conditions for payment set forth in such Section 1 have been met. In the event that the Broadcaster has breached this Agreement by not having complied with the requirement that it complete all undertakings under Section 1.1(c) by the June 1, 2018 deadline, then it shall not be afforded the cure period discussed above. Upon any termination of this Agreement and subject to the survival provision discussed in this section, all rights and obligations of the Parties under this Agreement shall be extinguished, except that the rights and obligations of the Parties under Sections 5, 6, 7, 8, 9 and 10 shall survive such termination.

4. Representations and Warranties.

4.1 T-Mobile represents and warrants as of the Effective Date, as follows:

(a) T-Mobile is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform its obligations contemplated by this Agreement.

(b) The execution, delivery and performance by T-Mobile of this Agreement does not conflict with any law, regulation, order, contract or instrument to which T-Mobile is subject or by which T-Mobile is bound.

(c) This Agreement constitutes the valid and binding agreement of T-Mobile, enforceable against it except as enforceability may be limited by the laws governing bankruptcy, insolvency and creditor's rights and the general principles of equity.

4.2 Broadcaster represents and warrants as of the Effective Date, as follows:

(a) Broadcaster is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform its obligations contemplated by this Agreement.

(b) The execution, delivery and performance by Broadcaster of this Agreement does not conflict with any law, regulation, order contract or instrument to which Broadcaster is subject or by which Broadcaster is bound.

(c) This Agreement constitutes the valid and binding agreement of Broadcaster enforceable against it except as enforceability may be limited by the laws governing bankruptcy, insolvency and creditors' rights and the general principles of equity.

(d) Broadcaster's station licenses are in full force and effect and have not been assigned, suspended, modified or revoked. Broadcaster's full power facilities were in operation on the Pre-Auction Channels as of February 22, 2012, and are eligible for broadcast repacking protection. There is not now pending or, to the knowledge of Broadcaster, threatened by any entity having jurisdiction over Broadcaster or the Broadcaster Operations, including the FCC, any application, petition, objection or pleading which contests or questions the validity of Broadcaster's authorizations or its primary status, which, if accepted or granted, would result in the revocation, cancellation or suspension of the Pre-Auction or Post-Auction Channels.

5. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EACH PARTY AND SUCH PARTY'S OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, DESIGNEES, AFFILIATES AND EMPLOYEES SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OR RELATED TO ACTIONS TAKEN OR OMISSIONS OF SUCH FIRST PARTY IN CONNECTION WITH THIS AGREEMENT.

6. General Provisions

6.1 Entire Agreement; Amendment; Waiver: This Agreement and the attachments hereto constitute the entire agreement and understanding between the Parties and supersede all previous agreements, understandings, discussions or presentations, whether oral or written, concerning the subject matter of this Agreement. This Agreement may not be modified or changed in whole or in part in any way except in a writing executed by authorized signatories of the Parties. No waiver of any right under this Agreement shall be effective unless in writing by the Party granting such waiver.

6.2 Authorized Signatory; Binding Effect: Each Party hereto represents that the individual signing this Agreement on its behalf is duly authorized to sign this Agreement on behalf of such Party. For T-Mobile, only employees with the title of Vice President or higher are authorized to sign. Each Party signing this Agreement acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there shall be no presumption that any ambiguities shall be construed or interpreted against the drafter. No broker, investment banker, legal adviser, financial advisor or other person is entitled to any broker's, finder's, legal advisor's or other similar fee or commission in connection with this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and their permitted assignees and transferees. Excluding parent, subsidiary or affiliated entities, neither Party may assign its respective rights or obligations hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

6.3 Counterparts: This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal E-SIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts, which will be considered one instrument. Counterparts, signed facsimile and electronic copies of this Agreement will legally bind the Parties to the same extent as original documents.

6.4 Severability: If any term or provision of this Agreement is determined to be void, unenforceable or contrary to law by a court of competent jurisdiction, or any regulatory or governmental entity having jurisdiction over the Parties or the subject matter of this Agreement, the remainder of this Agreement shall remain in full force and effect. The failure of either Party to enforce any provision of this Agreement will not constitute a waiver of that Party's rights to subsequently enforce the provision.

6.5 Notices: All Notices and other communications hereunder required to be in writing shall be deemed duly given (1) the same day if personally delivered, (2) the next business day if sent by overnight delivery via a reliable express delivery service by overnight courier. All official notices and other communications related to this Agreement (but not routine communications relating to the implementation of the transactions contemplated in it) must be in writing and will be deemed delivered when addressed to the following:

If to T-Mobile

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| <p>T-Mobile USA, Inc. Attn: Engineering Spectrum Clearing 12920 SE 38th St. Bellevue, WA 98006 Phone: 425-383-2153 Email: SpectrumClearing@T-Mobile.com</p> <p><i>With a copy that shall not constitute notice to:</i></p> |
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Attn: FCC Regulatory Compliance
12920 SE 38th St.
Bellevue, WA 98006
Phone: (425) 383-5178
Email : shannon.reilly@t-mobile.com

If to Broadcaster

Rick Reynolds
Director/General Manager BECON
The School Board of Broward County, Florida
6600 SW Nova Drive
Davie, FL 33317
754-321-1000
rick.reynolds@browardschools.com

With a copy that shall not constitute notice to:

Attn: Barbara Myrick, General Counsel
The School Board of Broward County, Florida
600 Southeast Third Avenue, 11th Floor
Fort Lauderdale, Florida 33301
Phone: (754) 321-2050
Email : barbara.myrick@browardschools.com

6.6 Fees and Expenses: The substantially prevailing Party in any court action or proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing Party.

6.7 Governing Law and Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

6.8 Specific Performance. Broadcaster and T-Mobile acknowledge that the obligations and duties set forth in this Agreement are unique and mere monetary damages would be insufficient in the event of a breach; therefore, notwithstanding anything herein to the contrary, if Broadcaster or T-Mobile fails to perform any of its obligations under this Agreement, the aggrieved Party shall have the right, in addition to all other rights or remedies, to specific performance of the terms hereof.

6.9 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of rights or limits to liability secured by Section 768.28, Florida

Statutes, or of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

6.10 Appropriation of Funds. The performance by Broadcaster, as a public body corporate of the State of Florida, of its financial obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the legislature of the State of Florida or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods. Broadcaster shall provide T-Mobile with written notice of the non-availability of any such funds immediately upon Broadcaster's knowledge. In the event of such notice, T-Mobile shall have 30 days to notify Broadcaster that it will assume such cost obligation or terminate this agreement upon sending notice of termination to Broadcaster. If T-Mobile fails to notify Broadcaster, Broadcaster may terminate this agreement upon sending notice of termination to T-Mobile.

6.11 Non-Discrimination. T-Mobile agrees that to the extent its officers, employees, licensees and agents interact with Broadcaster and its officers, employees, licensees and agents, that it shall cause such officers, employees, licensees and agents to comply with all applicable Florida Statutes and related Licensees policies regarding discrimination and harassment, provided, however, that a breach of the foregoing obligation shall not be grounds for termination of this Agreement, but Broadcaster shall instead have the right to seek injunctive relief for T-Mobile to cease any activities in violation of the foregoing rules and regulations. Broadcaster's policy 4001.1 on non-discrimination can be found on its website at <http://www.broward.k12.fl.us/sbbcpolicies/>.

6.12 Lunsford Act Screening. If T-Mobile requires access to school grounds, T-Mobile agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who are to be permitted access to school grounds when students are present, or will have direct contact with students, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes.

6.13 Time of the Essence. Both Parties acknowledge and agree that time is of the essence in the performance of this Agreement.

7. Confidentiality. Each Party agrees to keep strictly confidential the terms and subject matter of this Agreement, and not to disclose the same except (a) to its employees, agents and representatives to the extent necessary to negotiate the terms of this Agreement or perform its obligations hereunder, or (b) to the extent required or compelled by law (including without limitation any FCC Rule) or by order of any court or governmental agency of competent jurisdiction, provided that, if legally permissible, the disclosing Party shall give the non-disclosing Party prompt prior written notice of any disclosure request, application for court order, court order or other governmental process, before making any disclosure and shall give the non-disclosing Party an opportunity to object to and seek to prevent or omit such disclosure. Notwithstanding the foregoing, the

filing with any agency of any form, documents or correspondence necessary to allow performance under this Agreement shall not constitute a violation of this Section, provided that the Party making such filing shall redact or otherwise withhold from public disclosure any confidential or proprietary information of the other Party contained within such filing (including without limitation the payment amounts set forth in Section 2 of this Agreement) to the greatest extent permissible under applicable laws, rules, and orders.

8. Further Assurances. From time to time hereafter, each Party will execute and deliver, or will cause to be executed and delivered, such additional instruments, certificates or documents, and will take all such actions, as the other Party may reasonably request, for the purpose of implementing and/or effectuating the provisions of this Agreement.

9. Waiver of Jury Trial. Each Party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of, or relating to, this Agreement.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representative have executed this Agreement effective as of the Effective Date.

FOR THE BROADCASTER

(Corporate Seal)

**THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

ATTEST:

By _____
Abby M. Freedman, Chair

Date: _____

Approved as to Form and Legal Content:

Robert W. Runcie,
Superintendent of Schools

Janette M. Smith Digitally signed by Janette M. Smith
Date: 2017.08.25 14:31:25 -04'00'

Office of the General Counsel

FOR T-MOBILE USA, INC.

T-Mobile USA, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A - Broadcaster's station

| Call Sign | Market | Licensee | Assigned Phase | Assigned Repack Date | Pre-Auction Channel | Post-Auction Channel |
|-----------|-----------|--------------------------------|----------------|----------------------|---------------------|----------------------|
| WBEC-TV | Miami, FL | School Board of Broward County | 2 | 4-12-2019 | 40 | 25 |

Exhibit B – T-Mobile’s Licenses

| Call Sign | Licensee | Market Number | Market Name | Channel Block | Frequencies |
|------------------|----------------------|----------------------|--------------------|----------------------|--------------------|
| WQZL542 | T-Mobile License LLC | PEA009 | Miami, FL | B | 668-673, 622-627 |
| WQZL543 | T-Mobile License LLC | PEA009 | Miami, FL | C | 673-678, 627-632 |
| WQZL544 | T-Mobile License LLC | PEA009 | Miami, FL | D | 678-683, 632-637 |