



ADDED ITEM

# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE 2017-12-19 10:05 - Regular School Board Meeting

Special Order Request  
 Yes  No

ITEM No.:  
**II-1.**

AGENDA ITEM ITEMS

Time

CATEGORY II. OFFICE OF THE SUPERINTENDENT

DEPARTMENT BECON

Open Agenda  
 Yes  No

TITLE:  
Revision to Tower Lease Agreement with American Tower Company (ATC)

REQUESTED ACTION:  
Approve First Amendment to License Agreement with American Tower Company (ATC) to reduce lease payments and annual escalator rate.

SUMMARY EXPLANATION AND BACKGROUND:  
WBEC-TV's current FCC-mandated repack project (changing from Channel 40 to Channel 25) presented a unique opportunity to renegotiate the terms of our existing lease agreement with American Tower Company (ATC). ATC has agreed to reduce current monthly payments by 52% from \$27,400 to \$13,500, and to reduce the annual escalator rate from 5% to 3%.  
This agreement has been reviewed and approved as to form and legal content by the office of General Counsel.

SCHOOL BOARD GOALS:  
 Goal 1: High Quality Instruction  Goal 2: Continuous Improvement  Goal 3: Effective Communication

FINANCIAL IMPACT:  
There is a positive financial impact to the District via a reduction in lease payments. Reduction in monthly lease payments and the annual escalator rate will begin January 1, 2018. See supporting Docs for continuation of Financial impact.

EXHIBITS: (List)  
(1) Continuation of Financial Impact (2) American Tower First Amendment (3) SBBC Original American Tower Agreement 2006

BOARD ACTION:  
**APPROVED**  
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:  
Name: Rick Reynolds Phone: 754-321-1000  
Name: Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
Senior Leader & Title

Tracy Clark - Chief Public Information Officer

Signature  
Tracy A. Clark  
12/15/2017, 9:12:11 AM

Approved In Open Board Meeting On:

DEC 19 2017

By: *Nora Rupert*  
School Board Chair

**Continuation of Financial Impact:**

The immediate cost savings will be \$13,900 per month, or \$83,400 for the balance of the current fiscal year. Savings over the remaining term of the original agreement (through June, 2031) will total approximately \$3.4 million. The source of funding is the BECON capital budget.

**FIRST AMENDMENT TO LICENSE AGREEMENT**

This First Amendment (the "First Amendment") to that certain License Agreement dated June 6, 2006 by and between American Tower, L.P. and The School Board of Broward County, Florida, (collectively, the "Agreement") is made and entered into as of the latter signature date hereof, by and between American Tower, L.P., a Delaware limited partnership, (the "Licensor") and The School Board of Broward County, Florida, a Florida government entity (the "Licensee") (collectively, the "Parties").

**RECITALS**

WHEREAS, Licensor owns a certain communications tower and leases a certain parcel of land located at 4991 SW 28<sup>th</sup> Street, Hollywood, FL more commonly known to Licensor as the PEMBROKE 2 FL tower site (the "Tower Facility"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Facility; and

WHEREAS, Licensee desires to modify its equipment at the Tower Facility and to replace its existing Channel 40 antenna with a new Channel 25 antenna ("Modified Equipment"); and

WHEREAS, Licensee, as part of the Federal Communications Commission's ("FCC") "Spectrum Incentive Auction" authorized by the United States Congress under the Middle Class Tax Relief and Job Creation Act of 2012 under Public Law 112-96, is changing WBEC-TV's current Channel of 40 (626-632 MHz) to 25 (536-542 MHz), Facility ID 51349; and

WHEREAS, Licensee desires to install equipment in addition to the Approved Equipment at the Tower Facility ("Additional Equipment"); and

WHEREAS, the Parties desire to memorialize additional changes to certain Agreement terms.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Licensee shall modify its Approved Equipment for a final installed configuration pursuant to Exhibit A-1.
- 2) As of the date this First Amendment is fully executed, Licensee's equipment information set forth in Exhibit A to the Agreement shall hereby be deleted in its entirety and shall be replaced with Exhibit A-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A-1

and Exhibit A to the Agreement, then Exhibit A-1 shall control.

- 3) Exhibit B to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit B-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit B-1 and Exhibit B, Exhibit B-1 shall control.
- 4) Effective upon January 1, 2018, the License Fee shall be adjusted to Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00) per month ("Modified Fee"). The Modified Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 5) To the extent of actual reimbursement by the FCC, Licensee acknowledges its obligation to reimburse those of Licensor's incurred costs pertaining to the change of Licensee's equipment on the tower as they relate to the current FCC mandated TV Repack process, as previously estimated to be incurred in the "Customer Project Cost Estimation" ("CPCE"), presented to Licensee by Licensor on July 11, 2017. Estimated costs contained in the CPCE will be replaced with actual costs as milestones are completed.
- 6) The current term of the Agreement, whether in its initial, primary, renewal or extension term, is hereby extended such that the modified current term end date shall be December 31, 2028 (the "Extended Current Term"), and shall automatically renew thereafter, on the same terms and conditions contained in the Agreement, for four (4) additional periods of five (5) years, unless either party hereto provides written notice to the other party of its intent not to so renew the term of this License at least one hundred eighty (180) days prior to end of the then current term.
- 7) The Annual Escalator shall be modified to three percent (3%) effective as of January 1, 2019, and shall be applied on each anniversary thereafter during the Extended Current Term and any Renewal Terms.
- 8) The following provisions shall be added to page 2, "Other Provisions:"
  - (f) Nothing herein is intended to serve as a waiver of sovereign immunity by Licensee to which sovereign immunity may be applicable or of any rights or limits to liability applicable to Licensee that are existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
  - (g) To the extent required to comply with Florida Statutes, Licensee may terminate this Agreement for convenience at any time during the then current Term upon one hundred eighty (180) days prior written notice. If Licensee terminates this Agreement pursuant to this Section, Licensee shall pay to Licensor, together with such termination notice, a termination fee equal to twelve (12) months of the monthly License Fee then in

effect under this Agreement. Notwithstanding the foregoing, the effective date of any such termination shall in no instance pre-date receipt of the notice of such termination by Licensor from Licensee.

(h) To the extent required to comply with Florida Statutes, the performance and obligations of Licensee under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. Notwithstanding any other provision contained herein, if Licensee's governing body does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by Licensee at the end of Licensee's budget period for which funds have been allocated. Licensee shall notify Licensor at the earliest possible time before any such termination. No penalty shall accrue to Licensee in the event this provision is exercised, and Licensee shall not be obligated or liable for any future payments due or any damages as a result of termination under this section. Notwithstanding the foregoing, the effective date of any such termination shall in no instance pre-date receipt of the notice of such termination by Licensor from Licensee.

9) The following language shall be added to Section 10 (d), "No Illegal, Unpermitted Use or Unlicensed Frequency Protection," in the Agreement:

"Notwithstanding anything to the contrary herein, Licensee shall be permitted to transmit on Channel 40 (626-632 MHz), until Channel 25 (536-542 MHz), becomes Licensee's sole channel in use at which time permitted use rights associated with Channel 40 shall expire."

10) The following language shall be added to Section 17, "Assignment; Subleasing," in the Agreement:

"Notwithstanding anything to the contrary herein, Licensee is permitted to use its spectrum (currently Channel 40, 626-632 MHz, and future channel 25, 536-542 MHz) to broadcast additional programming streams over Licensee's Approved Equipment. However, to the extent that Licensee wishes to engage in any subleasing or sublicensing of its spectrum, diplexing, or combining, with any unaffiliated third party at the Tower Facility, then Licensee shall seek Licensor's prior consent, which shall be given in Licensor's sole discretion."

11) The last sentence of Section 17, "Assignment; Subleasing," in the Agreement shall be deleted and replaced with the following:

"Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, requiring that the assignee execute a new form of license agreement so long as the material terms of such agreement are consistent with those set forth in this Agreement."

12) Exhibit C-1 to the Agreement, ("Insurance"), shall be stricken in its entirety and replaced with the attached Exhibit C-1.

Licensor Site Name/Number: Pembroke 2 FL / 23665

Licensor Contract Number: 202813

Licensee Site Name/Number: WBEC-TV, Channel 25/FID: 51349/ASR:1224225

- 13) Notwithstanding anything to the contrary in the Agreement, the offer to Licensee expressed in this First Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Facility completed after the execution of this First Amendment by Licensor but before the Commencement Date of the installation of Licensee's Additional Equipment indicates that the Tower Facility is not suitable for Licensee's Additional Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.
- 14) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 15) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the Parties hereto have set their hands to this First Amendment to that certain License Agreement as of the day and year written below:

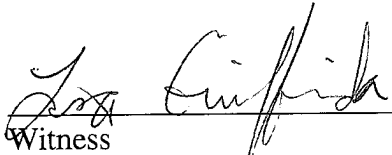
**LICENSOR:  
American Tower, LP**

By: 

Name: Margaret Robinson  
Senior Counsel

Title: \_\_\_\_\_

Date: 12.14.17

  
Witness

  
Witness

**The Following Notarization is Required for Every Agreement**

STATE OF Massachusetts

COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2017 by Margaret Robinson, Senior Counsel of American Tower, LP, on behalf of the corporation/agency.



**LISA A. GIUFFRIDA**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 26, 2021

Licensors Site Name/Number: Pembroke 2 FL / 23665

Licensors Contract Number: 202813

Licensee Site Name/Number: WBEC-TV, Channel 25/FID: 51349/ASR:1224225

**LICENSEE:**

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

By Nora Rupert  
Nora Rupert, Chair

December 19, 2017  
Date

ATTEST:



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal  
Content:

**Janette M. Smith**

Digitally signed by Janette M.  
Smith

Date: 2017.12.14 15:06:13 -05'00'

Office of the General Counsel



Licenser Site Name/Number: Pembroke 2 FL / 23665  
Licenser Contract Number: 202813  
Licensee Site Name/Number: WBEC-TV, Channel 25/FID: 51349/ASR:1224225

**EXHIBIT A-1**

Exhibit A-1						
Customer Name: BROWARD COUNTY SCHOOL BOARD		ATC Asset Name: PEMBROKE 2 FL		ATC Asset #: 23655		
Customer Site Name: WBEC-TV Channel 25 Phase 2				Customer Site #: FID 51349		
GROUND SPACE REQUIREMENTS						
<b>Total Lease Area</b>	Sq. Ft: 1987.00'	<b>Primary Contiguous Lease Area</b>		L:40.00'	W:40.00'	H: Sq. Ft: 1600.00
	ATC Building	40.00'	40.00'	N/A		1600.00
	<b>Outside Primary Lease Area</b>	N/A	N/A	N/A		Sq. Ft: 387.00
	ATC Building	10.00'	10.00'	N/A		100.00
	Concrete Pad	4.00'	11.00'	N/A		44.00
	Concrete Pad	3.00'	4.00'	N/A		12.00
	ATC Building	10.00'	10.00'	N/A		100.00
	Concrete Pad	3.00'	4.00'	N/A		12.00
	Concrete Pad	4.00'	11.00'	N/A		44.00
	Generator AREA	5.00'	15.00'	N/A		75.00
BACKUP POWER REQUIREMENTS						
Generator: Stand Alone		Fuel Tank Size(gal): 900.0		Fuel Type: Diesel		Fuel Tank Setback(radius): N/A
UTILITY REQUIREMENTS						
Power Provided By: Utility Company Direct						
Telco/Interconnect: N/A						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: N/A	Quantity: N/A	TX Power(watts): N/A		ERP(watts): N/A		
ANTENNA EQUIPMENT SPECIFICATIONS						
Type	TV	TV	DISH-HP	N/A	N/A	N/A
Manufacturer	ERI	ERI	Andrew Microwaves	N/A	N/A	N/A
Model #	ATW14HS3-ETP4-26H	ATW14HS3-HSP4-25H	HP8-65	N/A	N/A	N/A
Dimensions HxWxD	422.4" x 15.8" x 15.8"	422.4" x 14.4" x 14.4"	8.88' x 8.88' x 3.48'	N/A	N/A	N/A
Weight(lbs.)	6315.0	1425.0	500.0	N/A	N/A	N/A
Location	Tower	Tower	Tower	N/A	N/A	N/A
RAD Center AGL	930.0'	796.0'	197.5'	N/A	N/A	N/A
Antenna Tip Height	947.6'	813.6'	201.9'	N/A	N/A	N/A
Antenna Base Height	912.4'	778.4'	193.1'	N/A	N/A	N/A
Mount Type	N/A	Leg/Flush	Leg/Flush	N/A	N/A	N/A
Quantity	1	1	1	N/A	N/A	N/A
Azimuths/Dir. of Radiation	0	0	330	N/A	N/A	N/A
Quant. Per Azimuth/Sector	1	1	1	N/A	N/A	N/A
TX/RX Frequency Units	MHz	MHz	GHz	N/A	N/A	N/A
TX Frequency	Ch. 25(538-542Mhz)	Ch.25(538-542Mhz)		N/A	N/A	N/A
RX Frequency	N/A	N/A	7000-7025	N/A	N/A	N/A
Using Unlicensed Frequencies?	No	No	No	N/A	N/A	N/A
Antenna Gain	N/A	N/A	39.8/ 40.2/ 40.7	N/A	N/A	N/A
Total # of Lines	1	1	1	N/A	N/A	N/A
Line Quant. Per Azimuth/Sector	1	1	1	N/A	N/A	N/A
Line Type	Hard Line	Hard Line	Elliptical	N/A	N/A	N/A

Line Diameter Size	6 1/8" Hard Line	4 1/16" Hard Line	EW63	N/A	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

Revision#6-QAA718Z27

Licensor Site Name/Number: Pembroke 2 FL / 23665  
Licensor Contract Number: 202813  
Licensee Site Name/Number: WBEC-TV, Channel 25/FID: 51349/ASR:1224225

**EXHIBIT B-1**



**EXHIBIT C-1**  
**Insurance**

LICENSOR shall maintain in full force during the term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00). The above insurance shall provide that LICENSEE will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against LICENSEE and shall name LICENSEE as an additional insured, and shall be primary over any insurance coverage in favor of LICENSEE but only with respect to and to the extent of the insured liabilities assumed by LICENSOR under this Agreement and shall contain a standard cross-liability endorsement.

B. LICENSEE shall maintain in full force during the term of this Agreement

1. Commercial General Liability Insurance policy, with limits of liability of which shall not be less than \$700,000 per occurrence.
2. Worker's Compensation Insurance at statutory limits and \$1,500,000 in excess coverage, along with Employer's Liability Insurance with minimum limits of \$3,000,000.
3. Licensee's insurance need not include a waiver of subrogation.
4. Licensee agrees and acknowledges that, in consideration of Licensor's acceptance of these reduced insurance policy types and limits, Licensee's employees shall not climb the tower for any reason whatsoever, and Licensee employee's maintenance of Licensee's Equipment shall be limited to equipment located on the ground or in Licensee's shelter, if any. Licensor and Licensee further agree and acknowledge that any and all contractor/subcontractors engaged by, or on behalf of Licensee shall not be permitted to perform any work, maintenance, and/or repairs to Licensee's Equipment located on the communications tower absent proof of maintaining insurance limits meeting those set forth in Sections C(1)-C(3) in this Exhibit C-1.

The above insurance shall provide that LICENSOR will receive not less than 30 days

written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall name LICENSOR as additional insured, and shall be primary over any insurance coverage in favor of LICENSOR but only with respect to and to the extent of the insured liabilities assumed by LICENSEE under this Agreement and shall contain a standard cross-liability endorsement.

C. LICENSEE shall cause all contractors or subcontractors performing Work on any Licensed Site prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.

3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that LICENSOR will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item C shall contain a waiver of subrogation against LICENSOR and shall name LICENSOR as additional insured, and shall be primary over any insurance coverage in favor of LICENSOR but only with respect to and to the extent of the insured liabilities assumed by LICENSEE under this Agreement and shall contain a standard cross-liability endorsement.

D. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of claims insurance company carrying held insurance for either party, or failure of any such insurance company to any pay accruing, shall not be to waive of the provisions of this Agreement or relieve either party from any obligations under this Agreement, and (b) the Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or C in accordance with then-current customary insurance requirements in the tower industry nationally.

**AGENDA REQUEST FORM  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Meeting Date <b>June 6, 2006</b>	Open Agenda <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number <b>I-4</b>
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**TITLE:**  
Lease Agreement with American Tower, L.P.

**REQUESTED ACTION:**  
Approve the proposed lease agreement with American Tower, L.P. for a new tower site for BECON-TV to operate from the American Tower site at Pembroke Park and expand BECON's ability to reach all Broward County residents.

**SUMMARY EXPLANATION AND BACKGROUND:**  
BECON-TV has been transmitting from American Tower site (21<sup>st</sup> Avenue) at reduced power from an older tower in Fort Lauderdale. With the FCC approval to build out at full power, the transmitter will be relocated to this new tower site at Pembroke Park. The School Board attorney has reviewed this agreement as to form.

**SCHOOL BOARD GOALS:**

- Goal One: All students will achieve at their highest potential.
- Goal Two: All schools will have equitable resources.
- Goal Three: All operations of the school system will demonstrate best business practices while supporting student achievement.
- Goal Four: All stakeholders will work together to build a better school system.

**FINANCIAL IMPACT:**  
The monthly lease fee is \$15,693.95. The source of funding is the BECON capital budget.

**EXHIBITS: (List)**

1. Lease Agreement
2. Exhibit A
3. Exhibit B
4. Exhibit C

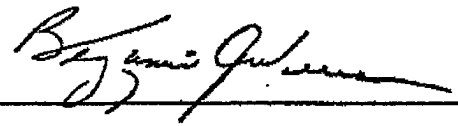
<b>BOARD ACTION:</b> (For Official School Board Records' Office Only)	<b>APPROVED</b>	<b>SOURCE OF ADDITIONAL INFORMATION:</b> Dr. Phyllis Schiffer-Simon	754-321-1000
		Name	Phone

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

*Communications, Continuous Quality Improvement & Community Relations*  
Dr. Nancy G. Terrel, Assistant Superintendent

Approved in Open Board Meeting on:

**JUN 6 2006**



School Board Chair

By:  
Revised July 31, 2003  
FT/Nterrel/Pschiffer-Simon/Achotovinsky



**LICENSE AGREEMENT**

Licensor Contract No: \_\_\_\_\_

This LICENSE AGREEMENT ("Agreement") made this 6 day of June 2006, ("Effective Date") by and between American Tower, L.P., a Delaware limited partnership, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("Licensor") and The School Board of Broward County Florida, a Florida government entity, with a place of business at 6600 SW Nova Drive, Ft. Lauderdale, FL 33317 ("Licensee"). The attached Terms and Conditions are incorporated herein by this reference.

**TOWER SITE INFORMATION:**

Site Name: Pembroke 2 FL  
Site Number: 23665

Address and/or location of Tower Site: 4991 SW 28<sup>th</sup> Street, Hollywood, FL 33023  
Coordinates: Lat. 25-59-9.998474 Long. 80-11-36.313477

**NOTICE & EMERGENCY CONTACTS:**

- Licensee's local emergency contact (name and number): Andrew Furlong / (954) 658-5793
- Licensor's local emergency contact (name and number): Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to the address above to the attention of Dr. Phyllis Schiffer-Simon.
- Notices to Licensor shall be sent to the address above to the attention of Contracts Manager.
- Licensor's Remittance Address: American Tower Corporation, Dept. 5305, P.O. Box 30000, Hartford, CT, 06150-5305

**APPROVED USE OF TOWER SITE BY LICENSEE:**

Transmitting frequencies: Ch. 63 & Ch. 40 Receiving frequencies: N/A

Antenna mount height on tower: (See Exhibit A for specific location description)

All other permitted use of the Tower Site including, without limitation, Licensee's Approved Equipment (as defined in Section 1 herein), frequencies, channels and the identification and location of the Licensed Premises (as defined in Section 1 herein) at the Tower Site are described in Exhibits A and B, are incorporated herein by reference and made a part hereof.

**FEES & TERM**

The "Monthly License Fee" shall be Fifteen Thousand Six Hundred Ninety-Three and 95/100 Dollars (\$15,693.95), adjusted on the anniversary of the Commencement Date of this Agreement and on each anniversary thereafter during the Initial Term and during any Renewal Terms by the "Annual Escalator". The Annual Escalator shall be five percent (5%).  
The "Application Fee" shall be: N/A

The "Site Inspection Fee" shall be: N/A

Initial Term: The "Initial Term" of this Agreement shall be for a period of five (5) years beginning on the Commencement Date. Subject to Section 1, the "Commencement Date" shall be defined as June 1, 2006.

Renewal Terms: The "Renewal Terms" of this Agreement shall be four (4) additional periods of five (5) year each.

Electricity for operation of Approved Equipment is to be provided by (check one):

- Licensor at the monthly rate of \$ \_\_\_\_\_, adjusted annually by the Annual Escalator and subject to Sections 3 & 5 OR  
 Licensor, with such being included in the Monthly License Fee and subject to Sections 3 & 5, OR  
 Licensee, at its sole expense.

**OTHER PROVISIONS:**

Other provisions: (check one):  None  As listed below:

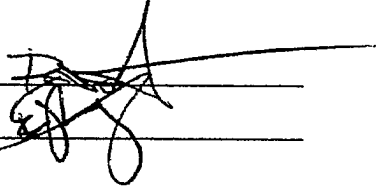
- a) The parties acknowledge that space at this Tower Site was previously leased by and between American Tower Systems, Inc., and Palmetto Broadcasting, Inc., under the terms and conditions of that certain Lease Agreement dated June 17, 1996 (Contract #SE013650) ("Terminated Lease"). Licensor and Licensee, as successors by assignment to the Terminated Lease, hereby irrevocably agree to terminate their respective rights and obligations under the Terminated Lease effective as of the Commencement Date of this Agreement and the terms and conditions of this Agreement shall be the sole instrument governing the license of space by Licensee at this Tower Site.
- b) Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Site completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Site is not suitable for Licensee's Approved Equipment

unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Site on mutually agreeable terms.

- c) In no event shall Licensee's use of the Tower Site, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of the Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.
- d) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- e) The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above-written; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.


Signed, sealed and delivered in the presence of:

Witness   
Witness

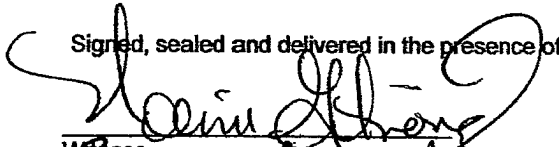
Agreed to and accepted by:  
LICENSOR:

American Tower, L.P., a Delaware limited partnership

By: ATC GP, Inc., its sole general partner

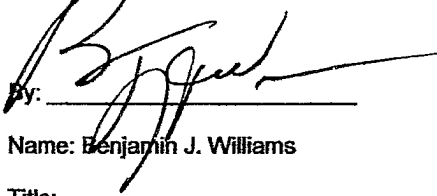
By:   
Name: Richard Rossi  
Title: Director Contract Management  
Date: 5-12-2006

Signed, sealed and delivered in the presence of:

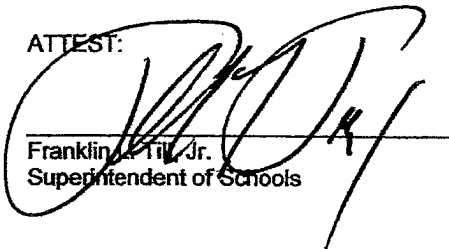
  
Witness Christa Bell Lucas  
Witness

Agreed to and accepted by:  
LICENSEE:

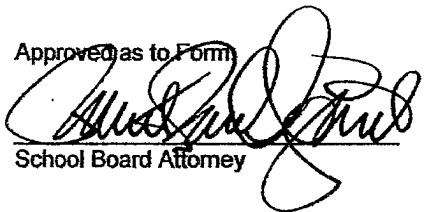
The School Board of Broward County Florida, a Florida government entity

By:   
Name: Benjamin J. Williams  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

  
Franklin T. Till, Jr.  
Superintendent of Schools

Approved as to Form

  
School Board Attorney

TERMS AND CONDITIONS

1. **GRANT OF LICENSE.** Licensors hereby agree to license to Licensee space for the housing, installation and operation of the communications equipment specifically described in Exhibit A attached hereto ("Approved Equipment") with the location of such Approved Equipment being more specifically described in Exhibits A and B ("Licensed Premises") at the communications tower, antenna structure or rooftop facility described in the Tower Site Information section on page 1 ("Tower Site"). All Approved Equipment shall be and remain Licensee's personal property. Licensors shall maintain the communication facility located on the Tower Site in good condition and in a manner which will not disturb Licensee's reasonable use of the Licensed Premises. Licensee shall also have a right to: (i) install and maintain wires, cables, conduits and pipes either within, over, under or along the Tower Site; and (ii) to use any specific right of way for access to the Tower Site, each at locations mutually agreed upon by Licensors and Licensee. In the event any public utility is unable to use the existing right-of-way, Licensors agree to grant an additional right-of-way at the Tower Site either to Licensee or to the public utility at no cost to Licensee to the extent permitted under the Ground Lease at a location acceptable to the Licensors. Licensee shall be solely and directly responsible for any and all damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Site. Licensee shall have the right of access to the Licensed Premises 24 hours per day, 7 days per week, to the extent permitted under the Ground Lease. Licensee shall be responsible for ensuring that Licensors has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the access codes to the Tower Site.
2. **EXHIBITS.** In the event of inconsistency or discrepancy between Exhibit A and Exhibit B hereto, Exhibit A shall govern. If Exhibit B is not approved by Licensors and/or is not attached to this Agreement within thirty (30) days following the Effective Date, then Exhibit A shall govern. Any such inconsistency or discrepancy between Exhibits A and B as set forth in the foregoing sentence shall be deemed a material default by Licensee hereunder. Pursuant to Section 9, below, an amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licensors has given its written consent ("Amendment") which shall update Exhibits A and B hereto. Within forty-five (45) days following the commencement of installation of any additional Approved Equipment, Licensee shall provide Licensors with as-built drawings or construction drawings of the additional Approved Equipment as installed in both hard copy and electronic form ("Construction Drawings"), such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Site. Upon receipt, Licensors shall insert hereto the Construction Drawings as Exhibit C to the Amendment. In the event that Licensee fails to deliver the Construction Drawings as required by this section, Licensors may cause such Construction Drawings to be prepared on behalf of Licensee and Licensors shall assess a fee for such Construction Drawings at cost, including in-house labor, plus twenty percent (20%), which upon invoice shall become immediately due and payable. In the event of inconsistency or discrepancy between Exhibit A to the Amendment (with respect to Approved Equipment and antenna locations) together with Exhibit B to the Amendment (with respect to ground space installation locations) and Exhibit C to the Amendment hereto, Exhibits A and B to the Amendment shall govern, notwithstanding any approval or signature by Licensors or its employees.
3. **LICENSE FEES; TAXES; ASSESSMENTS.** The Monthly License Fee, as adjusted by the applicable Annual Escalator, shall be payable in advance on the first day of each calendar month beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for the first partial month shall be prorated on a daily basis. The Monthly License Fee for any last partial month in the term of this Agreement shall also be prorated on a daily basis. Licensee shall be solely responsible for all utility charges directly attributable to the Approved Equipment, except as otherwise provided on page 1 of this Agreement. Licensors shall be responsible for the payment of any applicable taxes or governmental assessments against the Tower Site or personal property and improvements thereon owned and maintained by Licensors. Licensee shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by Licensee or directly associated with Licensee's use of the Licensed Premises. Licensee agrees to pay or reimburse Licensors for any and all taxes, fees, or other costs and expenses assessed upon or paid by Licensors to the United States Forest Service or Bureau of Land Management attributable to Licensee's Approved Equipment, Licensee's use of or Licensee's presence at the Tower Site. All payments due under this Agreement shall be made to Licensors at c/o American Tower Corporation, Dept. 5305, P.O. Box 30000, Hartford, CT, 06150-5305 or such other address as Licensors may notify Licensee of in writing and/or upon such invoice. All payments due under this Agreement shall be rounded up to the nearest whole dollar amount. The CPI means the Consumer Price Index for All Urban Consumers, U.S. City Average (1982-1984=100), as published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as if the Index had not been discontinued or revised.
4. **TERM.** The Initial Term of this Agreement shall be as specified on page 1. This Agreement shall automatically be renewed for the Renewal Terms, if any, also stated on page 1 unless either Party gives to the other one hundred eighty (180) days written notice of termination prior to the expiration of the then-current term. Upon expiration, cancellation or termination of

this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee from the Licensed Premises at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Premises in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within 10 days of the occurrence of such damage. In the event that Licensor's right to license space to Licensee at the Tower Site is subject to a right of first refusal for the benefit of a third party or consent from the underlying lessor of the Ground Lease, Licensor shall reserve the right to terminate this Agreement in the event that such third party fails to refuse, consent or waive (or is deemed to have refused or waived) such right or consent.

5. **COMMON EXPENSES; UTILITIES.** Licensee shall reimburse Licensor for Licensee's pro-rata share of costs and expenses incurred by Licensor for the maintenance, repair and replacement of common facilities at the Tower Site including, without limitation, damage to fences, gates, access roads, and the tower structure. Notwithstanding the foregoing, the cost and expenses associated with any damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the tower structure. In the event that Licensee also licenses space within a building or shelter owned by the Licensor on the Tower Site, Licensee shall also reimburse Licensor for its pro-rata share of all common expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Licensee is connected to a generator or back-up power supply owned by the Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses and replacement. For the purposes of this section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Site on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for common expenses within thirty (30) days following receipt of an invoice from Licensor. Licensor and/or Licensee shall be responsible for the utility costs associated with the operation of Licensee's Approved equipment as set forth on page 1; provided, however, that (a) in no event shall Licensor provide Licensee with telephone service; and (b) in the event that Licensor provides access to electricity or utilities to Licensee for a fixed fee or inclusive in the Monthly License Fee, Licensor reserves the right to reasonably increase such fees based on any change in equipment or increased power requirements by Licensee.
6. **INSTALLATION BY LICENSOR.** Intentionally omitted.
7. **SITE INSPECTION.** Not less than ten (10) days prior to any subsequent modifications to Licensee's Approved Equipment, or the installation of any additional Approved Equipment, Licensee shall pay Licensor a Site Inspection Fee. In the event that Licensor installs Licensee's Approved Equipment, Licensor shall waive the Site Inspection Fee with respect to such installation. The Site Inspection Fee shall be waived for the Approved Equipment listed on Exhibit A that was installed at the Tower Site prior to the Effective Date of this Agreement.
8. **LABELING.** Licensee shall identify its equipment and equipment cabinets (unless such cabinet is located in a building owned by Licensee) with labels permanently affixed thereto and stating Licensee's name, contact phone number, and installation date. Licensee's coaxial cables shall be labeled at both the top and bottom of the tower structure. Should Licensee fail to so identify its equipment, Licensor may, in its sole discretion, interrupt Licensee's operations at the Tower Site and may, in its sole discretion, consider Licensee in default of this Agreement. In addition, should Licensee fail to label its equipment as required by this section, Licensor may label Licensee's equipment and assess against Licensee a fee of one thousand five hundred dollars (\$1,500.00), as adjusted annually by a percentage rate increase equal to the Annual Escalator, which upon invoice shall become immediately due and payable.
9. **WORK; ALTERATIONS; STRUCTURAL ANALYSIS & MODIFICATIONS.** Licensee agrees that all of Licensee's property installed and/or to be installed upon the Tower Site and all frequencies utilized by Licensee pursuant to this Agreement will be in exact accordance with that specified in Exhibit A attached hereto. Licensee shall submit to Licensor detailed plans and specifications accurately describing all aspects of the proposed work to be performed including, without limitation, weight and wind load requirements and power supply requirements and evidence that Licensee has obtained all approvals, permits and consents required by, and has otherwise complied with, all legal requirements applicable to the performance of the Work. Licensee agrees that it will not install or make any alterations or additions to the Approved Equipment without the prior written consent of Licensor, hereinafter referred to as a Notice to Proceed (NTP), to be obtained in all cases. An amendment to Exhibit A to this Agreement shall be prepared to reflect each addition or modification to Licensee's equipment from time to time to which Licensor has given its written consent. Any and all work at the Tower Site shall be performed in accordance with the foregoing standards and by qualified contractors approved of in advance by Licensor (which approval of contractors shall not be unreasonably withheld, except as otherwise provided in the following sentence). Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb any tower structure at the Tower Site. Such contractors shall have valid and current worker's compensation and general liability insurance certificates on file with Licensor, naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements described in Section 14 of this Agreement. Licensee shall indemnify, defend and hold harmless Licensor to the extent permitted by law from and against any and all costs, claims, causes of action and liabilities of every nature and kind arising out of the acts and omissions of Licensee, its employees and agents or Licensee's contractors or

subcontractors. Nothing herein shall be construed to be a waiver of sovereign immunity by Licensee. At its sole election, Licensor may, in its sole but reasonable judgment, perform or cause to be performed a structural analysis to determine the availability of capacity at the Tower Site for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Premises by Licensee. Nothing herein shall prevent Licensee from performing such analysis for its own account; *provided, however*, that Licensor shall approve such vendor in Licensor's sole discretion and Licensee shall provide a complete copy of any structural analysis that it performs to Licensor at no cost to Licensor no more than thirty (30) days following the completion of that analysis. If Licensor performs such an analysis or causes one to be performed, Licensee agrees promptly to reimburse Licensor for all reasonable costs and expenses incurred by Licensor or Licensor's vendor in the performance of such structural analysis within thirty (30) days following receipt of an invoice from Licensor. In the event a structural analysis is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such analysis indicates that the existing tower structure can not structurally accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor or Licensee may terminate this Agreement upon written notice at any time prior to the commencement of Licensee's installation. With respect to any permitted structural modifications to the Tower or upgrade of utilities by Licensee that are approved by Licensor, Licensor reserves the right to simultaneously upgrade the tower structure or utilities in excess of the modification required to accommodate Licensee's Approved Equipment in order to increase capacity ("Excess Upgrade"); *provided, however*, that Licensor shall be solely responsible for the costs associated with such Excess Upgrade. Prior to the Commencement Date and/or prior to any Licensee-requested installation or modification Licensor may elect to perform a shared site interference study ("SSIS") and Licensee shall pay Licensor a fee of one thousand six hundred dollars (\$1,600) per study, as adjusted annually by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time of Licensee's application or immediately upon a determination by Licensor that a SSIS is required. Licensor's performance of the SSIS shall in no way constitute a warranty or representation from Licensor that Licensee's proposed operations from the Tower Site will not suffer or cause interference with other users, but shall merely be a customary report intended to assist in the prevention of potential interference.

#### 10. RF INTERFERENCE.

(a) *Interference with a Pre-Existing Use.* Licensee's use of the Tower Site and its operation of all of its Approved Equipment thereon (including any subsequent modification or alteration thereto) shall be conducted in a manner that does not interfere electrically, or in any other manner whatsoever with any then pre-existing use of the Tower Site by Licensor or other users of the Tower Site ("Pre-Existing Use"). In the event that any Pre-Existing Use experiences interference caused by Licensee or Licensee's Approved Equipment (including any subsequent modification or alteration thereto), Licensee shall be notified in writing of such interference and Licensee shall power down its equipment and/or cease operations in order to correct and eliminate such interference within seventy-two (72) hours after Licensee's receipt of such notice. If Licensee does not cease all interfering operation within such seventy-two (72) hour period, Licensor shall have the right to disconnect Licensee's Equipment until such time as Licensee can affect repairs to the interfering Approved Equipment. If Licensee is unable to eliminate the interference, or reduce it to a level acceptable to the affected user of the Pre-Existing Use, within a period of thirty (30) days following such initial notice (provided that during such 30 day period, Licensee may operate its equipment intermittently during off-peak hours for testing purposes only), then Licensor may, in addition to any other rights it may have for Licensee's breach hereof, terminate this Agreement. In the event that Licensee is notified of any interference experienced by a Pre-Existing Use on the Tower Site alleged to be caused by Licensee's operations thereon, Licensee shall be obligated to perform whatever actions are necessary, at Licensee's sole cost and expense, to eliminate such interference and shall not be released from its obligation to continue to pay the Monthly Licensee Fee during any period that Licensee can not operate from the Tower Site pursuant to this Section 10.

(b) *Interference by a Subsequent Use.* Licensor agrees that Licensor and Licensor's customers' use of the Tower Site whose equipment is installed or modified subsequent to the Licensee's then-current operation of Licensee's Approved Equipment thereon ("Subsequent Use") shall not, interfere with Licensee's then-current permitted operations. In the event that Licensee experiences interference caused by any Subsequent Use, Licensee shall notify Licensor in writing of such interference and Licensor shall, or shall cause the operator of the interfering Subsequent Use, to power down its equipment and/or cease operations in order to correct and eliminate such interference within seventy-two (72) hours after Licensor's receipt of such notice. If such Subsequent Use is unable to operate without causing such interference, or if such interference is not reduced to a level acceptable to Licensee, within a period of thirty (30) days (provided that during such 30 day period the Subsequent Use may be operated intermittently during off-peak hours for testing purposes only), then Licensee may, in addition to any other rights it may have for Licensor's breach hereof, terminate this Agreement. In the event that Licensor is notified of any interference experienced by Licensee alleged to be caused by a Subsequent Use on the Tower Site, Licensor shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary, at no cost or expense to Licensee, to eliminate such interference. For the purposes of establishing the rights and obligations under this Section 10, the Parties agree that Licensee's Approved Equipment has been in operation at the Tower Site prior to the Effective Date of this Agreement.

(c) *Interference with Lighting and Building Systems and Building Tenants.* In no event shall Licensee's use of the Tower Site, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of the Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to

modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

(d) *No Illegal, Unpermitted Use or Unlicensed Frequency Protection.* Notwithstanding anything to the contrary herein, Licensee shall not illegally transmit on any frequency, transmit on a channel or frequency not specified in Exhibit A attached hereto, operate at variance from the specifications in its FCC license or the FCC's rules governing Licensee's operation of its Approved Equipment, and Licensor shall not provide any protection to Licensee from interference from parties who are not Licensor's tenants at the Tower Site. Nothing in this Section 10 shall be deemed or interpreted to provide any protection to Licensee from any form of interference from any person in the event that Licensee is operating on any unlicensed frequency spectrum or pursuant to FCC Part 15.

11. **SITE RULES AND REGULATIONS.** Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Site by Licensor in its discretion, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations or in accordance with Licensor's obligations under the Ground Lease. Such rules and regulations will not unreasonably interfere with Licensee's normal business operations.
12. **CASUALTY; CONDEMNATION.** For purposes of this Agreement it shall be deemed a Casualty Event, if the Licensed Premises or the Tower Site is destroyed or condemned, in whole or part, whether by eminent domain or otherwise. In the event that the Licensed Premises or the Tower Site is wholly destroyed or condemned, whether by eminent domain or otherwise, this Agreement shall terminate without further liability to either Party except for payment of the Monthly License Fees due up to the time of such destruction or condemnation. If the Licensed Premises are partially destroyed or condemned and are usable by Licensee for its purposes, then Licensor shall, within one hundred and twenty (120) days (which shall be extended for any delays directly caused by governmental action or inaction), repair the Licensed Premises or the Tower Site with a reasonable reduction of the Monthly License Fee to Licensee during the period of repair. In the event that the site repair or reconstruction has not commenced within one hundred eighty (180) days following such Casualty Event, Licensee may terminate this Agreement upon written notice to Licensor prior to the commencement of any such repair or reconstruction of the Tower Site. If, however, any such partial destruction or condemnation occurs within six (6) months prior to termination of this Agreement, either Party may terminate this Agreement without further liability except for payment of the Monthly License Fees up to the time of such destruction or condemnation. Any Monthly License Fees prepaid by Licensee shall be returned to it as part of the operation of this section.
13. **COMPLIANCE WITH LAWS.** Licensor is responsible for ensuring that the tower structure at the Tower Site is operated in compliance with all governmental lighting and marking requirements. Licensor shall indemnify and defend Licensee from and against any loss, cost, or expense sustained or incurred by Licensee as a result of Licensor's failure to comply with duly issued governmental regulations relating to tower lighting and marking. Notwithstanding anything to the contrary in the Agreement, Licensee shall at all times comply with all applicable laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.
14. **INDEMNIFICATION; INSURANCE.** Each Party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other Party, its respective Affiliates, and their respective directors, employees, officers, shareholders, successors and assigns against all claims, losses, costs, expenses, damages, and liabilities (except as otherwise provided in Section 15 of this Agreement) arising from: (i) the negligence, willful misconduct or strict liability of such Party, or its agents, employees, representatives, contractors; or (ii) any material breach by such Party of any provision of this Agreement. In addition to the foregoing, Licensee shall indemnify Licensor for all costs and expenses associated with actions taken by Licensor to resolve any interference caused by Licensee or Licensee's Approved Equipment pursuant to Section 10(a), (c), and (d). Neither Party shall be responsible or liable to the other for any damage arising from any claim to the extent attributable to any acts or omissions of other licensees at the Tower Site. Additionally, Licensor and Licensee shall keep in full force and effect, during the term of this Agreement and the term of any License, insurance coverage in accordance with Exhibit C-1 attached hereto. Notwithstanding anything to the contrary, Licensor may provide all or some of the insurance coverage limits required herein through an umbrella policy. Nothing herein shall be construed as a waiver of sovereign immunity by Licensee.
15. **WAIVER OF CERTAIN DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO RECOVER INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES AND THE MULTIPLIED PORTION OF ANY DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORSEEABLE.**
16. **NOTICES.** Any required or permitted notice or demand shall be made by certified mail, postage prepaid or via nationally recognized overnight courier service addressed to the other Party at the address set forth on page 1. Either Party may modify, add, or delete notice addresses from time to time by notice given in accordance with this section. Any notice or demand shall be deemed to have been given or made at the time it is deposited in a United States Post Office or with a private overnight courier service.

17. **ASSIGNMENT; SUBLEASING.** Licensee may assign this Agreement as a whole with Licensor's prior written consent; *provided, however*, that Licensor's consent will not be required for an assignment to any person or entity which is controlled by, controlling or under common control with Licensee ("Affiliates"). For these purposes, "control" means ownership, directly or indirectly, of 50% or more of the voting stock, equity or beneficial interest or a general partner of any partnership. In no event may Licensee sublet, sublease, or permit any other similar use of the Tower Site or Licensed Premises by any other party. In no event may Licensee diplex or combine signals or grant any shared use rights for itself or others. In the event of a permitted assignment hereunder, Licensee shall be relieved of any of its obligations under this Agreement arising on or after the effective date of such permitted assignment. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment, transfer, or sublease. This Agreement shall be binding upon the successors and permitted assigns of both parties. Licensee shall pay Licensor a fee of \$500.00 (which fee shall increase annually by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests an assignment of this Agreement or in which Licensee seeks an estoppel certificate, nondisturbance agreement, subordination agreement or other similar agreement. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement.
18. **QUIET ENJOYMENT.** Licensor covenants and agrees that, upon Licensee's paying the Monthly License Fee and observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee under this Agreement, Licensee shall be entitled to quiet enjoyment of the Licensed Premises during the term of this Agreement.
19. **SUBORDINATION TO GROUND LEASE.** The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Premises and/or any part of the Tower Site is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement ("Ground Lease"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of an applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to be bound by such Ground Lease as applicable to the access and occupancy of the Licensed Premises. In the event that the Ground Lease expires or terminates prior to the expiration of the Initial Term or applicable Renewal Terms, this Agreement shall automatically terminate upon termination of Licensor's right to possession of the Tower Site and Licensee shall remove its equipment and any improvements from the Tower Site in accordance with this Agreement and any applicable provisions under the Ground Lease. Licensor agrees not to take any action with respect to the Ground Lease as then in effect which will cause the Ground Lease to be prematurely terminated during the term of this Agreement. Licensor hereby warrants and agrees that it shall exercise any existing renewal option available to it pursuant to the Ground Lease through the end of the term of this Agreement. Upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted, unless prohibited by the terms of such Ground Lease. Notwithstanding the foregoing, Licensor shall not be required to pay any form of consideration to obtain the approval or consent of any lessor under a Ground Lease.
20. **DEFAULT.** Either Party shall have ten (10) days after receipt (or refusal to accept delivery, which refusal shall be deemed receipt for the purposes hereof) of written notice from the other Party to cure any monetary default (provided, however, that if Licensee fails to make any payment of the Monthly License Fee when due and cures such default two (2) times within any twelve (12) month period, then any further failure within the same twelve (12) month period shall be an automatic default with no cure period) and, except as otherwise provided in this Agreement with respect to RF interference, labeling and Construction Drawings, thirty (30) days after receipt of written notice from the other Party to cure any non-monetary default. Except with respect to RF interference, so long as the Party charged with the default diligently pursues a cure during the prescribed time period, that Party shall be given additional time reasonably necessary to cure the default. If subsequent to the foregoing requisite periods of time, there continues to be an event of default, the non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and may institute any other available proceedings at law or in equity to recover damages from the defaulting Party.
21. **COLLECTIONS.** Subject to the provisions of Section 20 above and to the extent permitted by law, Licensor may take any collections actions it deems necessary without further notice to Licensee, including, without limitation, the disconnection or removal and storage of any and all of Licensee's equipment, including the Approved Equipment or all other Licensee property located on the Tower Site. Licensee shall pay all court costs, removal and storage fees (including any damage caused thereby), and other items of cost or expense reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement. Licensor shall accept any such partial payment for the account of Licensee. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the





date paid at a rate equal to: (i) ten percent (10%) per annum; or (ii) at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to fifteen percent (15%) of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each thirty (30) day period thereafter that any such amount (or portion thereof) remains unpaid.

22. **GOVERNMENTAL APPROVALS; PERMITS.** In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Site is challenged, terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. In the event that Licensor does not terminate this Agreement, Licensee may elect to install or continue to operate its equipment at its sole cost and risk. Licensee understands and agrees that, in the event of a governmental or legal order requiring the removal of Licensee's equipment from the tower or removal of the tower structure or any structural modification required to accommodate Licensee's Approved Equipment, Licensee shall do so promptly at its sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment; provided, however such cooperation shall be subject to the foregoing: (a) Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation; (b) Licensor reserves the right to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense; and (c) in no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Site or Licensor's current or future use or ability to license space at the Tower Site as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required consents or permits in connection with such shelter or cabinet installation. Licensee hereby consents to the stacking of a third-party or Licensor owned platform, shelter or cabinets above or below Licensee's shelter or cabinets provided Licensor or such third party shall be solely responsible for all costs and expenses associated with obtaining any required consents or permits in connection with such shelter or cabinet installation above Licensee's equipment. In addition to the foregoing, in the event that Licensee has not been requested to install a stackable shelter and does not utilize a stackable shelter, Licensee agrees that Licensor shall have the right to require Licensee to replace its shelter with a stackable shelter upon no less than thirty (30) days prior written notice at the sole cost and expense of a subsequent licensee who installs a stacked shelter above Licensee's equipment shelter.
23. **REPLACEMENT OF TOWER.** Licensor reserves the right, in its sole discretion, to replace or rebuild the tower structure or the top of the tower. In such event, Licensor shall provide Licensee with space at the Tower Site suitable to allow Licensee to continue to operate the Approved Equipment in a substantially similar manner during the construction period. Licensor shall be solely responsible for the costs associated with removing and re-installing the Approved Equipment. Licensor also expressly reserves the right to erect one or more towers on the Tower Site, subject to Licensor's obligations to Licensee under this Agreement. Licensee shall also have the right to establish a temporary facility on the Tower Site to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval.
24. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state in which the Tower Site is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.
25. **EXCUSABLE DELAYS.** If either Party is unable due to causes beyond its reasonable control to carry out its obligations under this Agreement in whole or in part and if such Party gives written notice and full details of an excusable delay (including, without limitation, a *force majeure* event) to the other as soon as practicable after the occurrence of the event, then the obligations of the affected Party will be suspended to the extent reasonably required as a result of such event. *Excusable Delay* means an event that is not within the reasonable control of the affected Party, including, without limitation, war, riots, civil insurrection or acts of a common enemy, fire, flood, strikes or other labor difficulty, acts of civil or military authority, including governmental laws, orders, actions, inactions or regulations, embargo.
26. **MISCELLANEOUS.** Time is of the essence in this Agreement. The offer of license expressed in this Agreement shall automatically expire and become void if not accepted by Licensee and such acceptance received by Licensor within thirty (30) days from the Effective Date. The only means by which Licensee may accept this offer of license is by timely returning two unaltered copies of this Agreement, executed on behalf of Licensee, to Licensor. Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at any Tower Site or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by the Licensor or its Affiliates and such signatory does not hold the real property or leasehold interest in the affected Tower Site, the execution of this Agreement shall be deemed to have been properly executed by the Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Site. Either

Licensor or Licensee may be referred to herein as a "Party" and both Licensor and Licensee together may be referred to herein as the "Parties". At the sole election of Licensor, in the event that Licensee and Licensor enter into a master tower space license agreement ("New Agreement") which is applicable to this Tower Site during the Initial Term or any Renewal Term of the Agreement, Licensor may give notice to Licensee that this Agreement is terminated ("Termination Date") and Licensee and Licensor shall execute a New Agreement for the Licensed Premises and Licensee's Approved Equipment listed on Exhibit A hereto within thirty (30) days following such notice. Such New Agreement shall specify that the commencement date is the Termination Date. If the New Agreement has pre-determined monthly license fee rates and/or annual escalator rates that conflict with the Monthly License Fee and/or the Annual Escalator listed on page 1 of this Agreement, then the license fee rate and/or the annual escalator rate in the Agreement shall govern. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of the Agreement, Sections 14, 15, 20, 21 and 26 shall survive the expiration or earlier termination of the Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter hereof and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of the Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties.

27. **CONFIDENTIALITY.** Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other party, which may be withheld in such party's sole and absolute discretion.

The offer of license expressed in this proposed Agreement shall automatically expire and become void if not accepted and executed by Licensee and such acceptance received by Licensor within thirty (30) days of the Effective Date.

**ATTACHED EXHIBITS:**

Exhibit A: List of Approved Equipment and location of the Licensed Premises

Exhibit B: Site Drawing indicating the location of Approved Equipment on the Tower Site

Exhibit C-1: Insurance.

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**EXHIBIT A**  
**Approved Equipment**

(see attached)

**EXHIBIT A**

Broward County School Board

PEMBROKE 2 FL

**GROUND SPACE REQUIREMENTS**

LOCATION OF CUSTOMER EQUIPMENT	INDOOR CABINETS (ATC Building) <input checked="" type="checkbox"/>	OUTDOOR SHELTER (Customer Building) <input type="checkbox"/>	BTS <input type="checkbox"/>
# of RACKS/CABINETS/BTS	N/A	EQUIPMENT SHELTER/CABINET/BTS DIMENSIONS (HxLxW) (ft)	40' x 40' (Full Room)
LEASED GROUND SPACE DIMENSIONS (HxLxW) (ft)	40' x 40' (Full Room)	CONCRETE PAD DIMENSIONS (LxW) (ft)	N/A
ADDITIONAL GROUND SPACE REQUIREMENTS (H x L x W)	N/A	POWER PROVIDED BY:	ATC PROVIDED <input type="checkbox"/> UTILITY COMPANY DIRECT <input checked="" type="checkbox"/>
TELCO/INTERCONNECT REQUIREMENTS	POTS <input type="checkbox"/>	TI <input type="checkbox"/>	MICROWAVE <input checked="" type="checkbox"/> FIBER OPTICS <input checked="" type="checkbox"/>
GENERATOR INFORMATION	APPLICANT PROVIDED <input checked="" type="checkbox"/>	NONE <input type="checkbox"/>	
	MANUFACTURER	Cummins	MAKE/ MODEL Cummins QSX15-G9 CAPACITY (KW) 500KW
	FUEL TYPE	Diesel	TANK SIZE 900 gal BODY TYPE Local Code

**ANTENNA EQUIPMENT SPECIFICATIONS**

	SECTOR #1	SECTOR #2	SECTOR #3	DISH	T/M/A	GPS
ANTENNA QUANTITY	1	N/A	N/A	N/A	N/A	N/A
TRANSMIT OR RECEIVE	TX	N/A	N/A	N/A	N/A	N/A
MANUFACTURER	ERI	N/A	N/A	N/A	N/A	N/A
TYPES OF ANTENNAS	Broadband Panel	N/A	N/A	N/A	N/A	N/A
MODEL #	ETU-P2H12	N/A	N/A	N/A	N/A	N/A
ANTENNA WEIGHT (Per Antenna)	11240	N/A	N/A	N/A	N/A	N/A
ANTENNA DIMENSIONS (HxWxD) (Indicate feet or inches)	56.12 ft overall	N/A	N/A	N/A	N/A	N/A
ANTENNA MOUNT HEIGHT (ft)	Top of Candelabra	N/A	N/A	N/A	N/A	N/A
RAD CENTER ACL (ft)	Top of Candelabra	N/A	N/A	N/A	N/A	N/A
MOUNT TYPE (Flush, Platform, Pipe, T-frames, etc.)	Top Mount	N/A	N/A	N/A	N/A	N/A
TOWER LEG	TBD	N/A	N/A	N/A	N/A	N/A
DIRECTION OF RADIATION	N & S	N/A	N/A	N/A	N/A	N/A
TX FREQUENCY	Channel 63 (Analog) Channel 40 (DTV)	N/A	N/A	N/A	N/A	N/A
RX FREQUENCY	N/A	N/A	N/A	N/A	N/A	N/A
ANTENNA GAIN	CH 63: N/A 45.08 (16.54 dBd) CH 40: DTV 48.26 (16.84 dBd)	N/A	N/A	N/A	N/A	N/A
# of LINES PER ANTENNA	2	N/A	N/A	N/A	N/A	N/A
LINE TYPE	75 ohm MACX Line	N/A	N/A	N/A	N/A	N/A
LINE DIAMETER	6-1/8"	N/A	N/A	N/A	N/A	N/A
Is equipment transmitting on unlicensed frequencies? (check box)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				

**BUILDING/SHELTER EQUIPMENT SPECIFICATIONS**

	TRANSMITTER #1	TRANSMITTER #2	TRANSMITTER #3	TRANSMITTER #4	TRANSMITTER #5	TRANSMITTER #6
MANUFACTURER	Acrodyne	Acrodyne	N/A	N/A	N/A	N/A
TYPE & MODEL	QDCN2	QDC2	N/A	N/A	N/A	N/A
TYPE OF SERVICE	TV - TRANSMITTER	TV Digital Transmitter	N/A	N/A	N/A	N/A
TX POWER OUTPUT	120,000 Watts	30,000 Watts	N/A	N/A	N/A	N/A
ERP	5,000,000 Watts	1,000,000 Watts	N/A	N/A	N/A	N/A
AVERAGE MONTHLY POWER CONSUMPTION (if Applicable)	N/A	N/A	N/A	N/A	N/A	N/A
ELECTRIC SERVICE REQUIRED (Amps/Volts)	800 Amps / 480 Volts		N/A	N/A	N/A	N/A
COMBINER# of PORTS (Applicable only if using Master Combining System)	ERI Magic Tee / Mask Filter	ERI Magic Tee / Mask Filter	N/A	N/A	N/A	N/A

**Exhibit B**

**Site Drawing indicating the location of ground space for Licensee's equipment shelter or space in Licensor's building (as applicable)**

To be attached hereto within thirty (30) days of the Effective Date.

## Exhibit C-1 Insurance

A. LICENSOR shall maintain in full force during the term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that LICENSEE will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against LICENSEE and shall name LICENSEE as an additional insured, and shall be primary over any insurance coverage in favor of LICENSEE but only with respect to and to the extent of the insured liabilities assumed by LICENSOR under this Agreement and shall contain a standard cross-liability endorsement.

B. LICENSEE shall maintain in full force during the term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Site prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that LICENSOR will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against LICENSOR and shall name LICENSOR as additional insured, and shall be primary over any insurance coverage in favor of LICENSOR but only with respect to and to the extent of the insured liabilities assumed by LICENSEE under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either party, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either party from any obligations under this Agreement, and (b) the Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.