

## **ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** ("**Agreement**") is made and entered into as of the 8th day of October, 2017 (the "**Effective Date**"), by and between University of South Florida Board of Trustees, a public body corporate established by Article IX, Section 7 of the Florida Constitution and by Section 1001.72, Florida Statutes (hereinafter "**Assignor**") and Florida West Coast Public Broadcasting, Inc., a Florida charitable non-profit corporation (hereinafter "**Assignee**").

### **WITNESSETH**

**WHEREAS**, Assignor is the Federal Communications Commission (the "**FCC**") licensee of television station WUSF-TV, Tampa, Florida (FCC Facility ID No. 69338) (the "**Station**"); and

**WHEREAS**, Assignor has been designated as a winning bidder for the Station in the broadcast incentive auction conducted by the FCC pursuant to Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-230 (2012)) and rules and regulations promulgated thereunder; and

**WHEREAS**, Assignor desires to convey all rights, title, and interest in and to the Station and related assets, as described herein to Assignee; and

**WHEREAS**, Assignee desires to receive and own the Station and its related assets under the terms and conditions stated herein; and

**WHEREAS**, the consummation of this Agreement is subject to the prior approval of the FCC; and

**WHEREAS**, simultaneously with the execution of this Agreement, Assignor and Assignee have entered into a Channel Sharing Agreement ("**CSA**") pursuant to which the parties will share on a jointly licensed basis the 6 MHZ channel currently exclusively licensed to Assignee's station WEDU(TV), Tampa, Florida (FCC Facility ID No. 21808), subject to the consent of the FCC.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. **ASSETS**. Assignor agrees to transfer, assign, convey, and deliver to Assignee, and Assignee agrees to receive and accept, free and clear of all liabilities, debts, liens, charges, assessments and encumbrances of any kind, the following (collectively, the "**Assigned Assets**"):

- (a) the licenses, construction permits, authorizations or other rights of any kind issued or granted by the FCC to Assignor with respect to the Station listed in Schedule 1.1(a) (collectively the "FCC License");
- (b) all FCC files and records pertaining to the Station ("FCC Records");
- (c) Assignor's rights under the CSA.

This assignment excludes from the Assigned Assets any assets or liabilities of Assignor or any affiliated entities not specifically described herein.

2. **CONSIDERATION.** As full and complete consideration for the Assigned Assets, Assignee shall reimburse Assignor promptly upon receipt of an invoice from Assignor for all reasonable costs incurred by Assignor in connection with this Agreement or the CSA as provided in Paragraph 6, below.

3. **FCC ASSIGNMENT APPLICATION.** Within five (5) business days of the date Assignor files an application with the FCC for a construction permit for Station to channel share with WEDU, the parties hereto will file an application with the FCC for its consent to the assignment of the FCC License from Assignor to Assignee (the "FCC Application"). The parties will vigorously prosecute the FCC Application and do all things reasonably necessary and/or appropriate to obtain a grant thereof.

4. **CLOSING.** Within ten (10) days after the FCC issues an order granting its consent to the transactions contemplated by this Agreement (the "FCC Consent"), a Closing will take place by exchange of documents using Federal Express or other overnight courier. At the Closing, the parties will exchange any and all documents required to carry out the terms of this Agreement, including but not limited to, an assignment of the FCC License from Assignor to Assignee.

5. **WARRANTIES.** Assignor warrants only that it has the requisite power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to comply with the terms, conditions and provisions hereof. Notwithstanding the foregoing, Assignor represents that it is not aware of any pending or threatened claims, actions, proceedings or anything of a similar nature related to the Station or FCC License that would require Assignee to expend resources to defend or resolve and that neither the execution, delivery, or performance of this Agreement nor the consummation of the assignment does or will conflict with, any obligation of Assignor under any material contract. Other than the foregoing, Assignor makes absolutely no representations or warranties of any kind with respect to the Assigned Assets to be conveyed hereunder. Assignee warrants that, upon obtaining the necessary approvals from the FCC, it is otherwise qualified to receive the Assigned Assets, including the FCC License, and it has the requisite power and authority to execute and deliver

this Agreement, to consummate the transactions contemplated hereby, and to comply with the terms, conditions and provisions hereof.

6. **LEGAL EXPENSES, CLOSING COSTS AND FILING FEES.** Assignee shall be responsible for all costs and expenses incurred by it in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement and, within ten (10) days of invoice by Assignor, shall reimburse all legal fees and FCC filing fees incurred by Assignor in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement and the CSA (including any costs incurred by Assignor for the operation of WUSF-TV after October 15, 2017).

7. **[INTENTIONALLY OMITTED]**

8. **GOVERNING LAW.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

9. **COUNTERPARTS.** This Agreement may be executed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

10. **NOTICES.** Any notice required hereunder shall be in writing and any payment, notice or other communication shall be deemed given when delivered personally, or mailed by certified mail or Federal Express, postage prepaid, with return receipt requested, and addressed as follows:

**If to Assignor:**

JoAnn Urofsky  
General Manager  
WUSF Public Media  
4202 E. Fowler Ave. TVB100  
Tampa, FL 33620

**With a Copy, which shall not constitute Notice, to**

John Burgett, Esq.  
Wiley Rein LLP  
1776 K Street, NW  
Washington, DC 20006

**If to Assignee:**

Ms. Susan Howarth  
President and CEO  
Station WEDU  
Berkman Family Broadcast Center

1300 North Boulevard  
Tampa, FL 33607-5645

With a Copy, which shall not constitute Notice, to:

Lawrence M. Miller, Esq.  
Garvey Schubert Barer  
1000 Potomac Street, NW – Suite 200  
Washington, DC 20007-3501

11. **COVENANTS.** Assignor and Assignee hereby covenant and agree that between the Effective Date and the Closing, each party shall cooperate fully with one another in taking any commercially reasonable actions (including to obtain the FCC Consent) necessary to accomplish the transactions contemplated by this Agreement. Assignor and Assignee shall notify each other of all documents filed with or received from any governmental agency (including the FCC) with respect to the FCC Application, this Agreement, or the transactions contemplated hereby. Assignor and Assignee shall cooperate with the FCC in connection with obtaining the FCC Consent, and shall promptly provide all information and documents requested by the FCC in connection therewith. If either Assignor or Assignee becomes aware of any fact relating to it that would prevent or delay the FCC Consent, such party shall promptly notify the other party thereof and the parties shall use commercially reasonable efforts to remove any such impediment.

12. **CONTROL.** Assignee shall not, directly or indirectly, control, supervise or direct the operations of the Station prior to the Closing. Such operations, including complete control and supervision of all programs, employees, finances, and policies, shall be the sole responsibility of Assignor until the Closing.

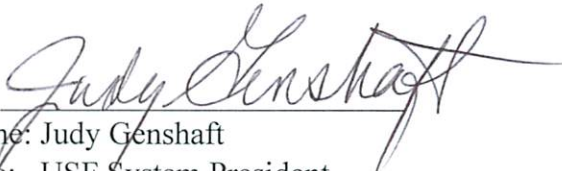
13. **PUBLIC ANNOUNCEMENT.** Assignor shall publish and broadcast a public notice concerning the filing of the FCC Application in accordance with the requirements of Section 73.3580 of the FCC's Rules. As to any other announcements, neither party shall issue any press release or public announcement or otherwise divulge the existence of this Agreement or the transactions contemplated hereby without prior approval of the other parties hereto.

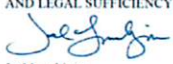
14. **TERMINATION.** This Agreement may be terminated by either party, by written notice to the other party, if the transactions contemplated herein have not closed by 12:00 p.m., January 23, 2018.

15. **FURTHER ASSURANCES.** After the Closing, each party shall from time to time, at the request of and without further cost or expense to, the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set above.

**UNIVERSITY OF SOUTH FLORIDA  
BOARD OF TRUSTEES**

By:   
Name: Judy Genshaft  
Title: USF System President

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
  
Joel Londrigan  
ATTORNEY - USF

**FLORIDA WEST COAST  
PUBLIC BROADCASTING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set above.

**UNIVERSITY OF SOUTH FLORIDA  
BOARD OF TRUSTEES**

By: \_\_\_\_\_  
Name:  
Title:

**FLORIDA WEST COAST  
PUBLIC BROADCASTING, INC.**

By:   
Name: Susan Howarth  
Title: President and CEO

**Schedule 1.1(a)**

Station Call Sign:	WUSF-TV
Facility ID No.:	69338
Community of License:	Tampa, FL