

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("**Agreement**") is entered into this ___ day of May 2007 (the "**Effective Date**"), by and among the School District of Palm Beach County, Florida (the "**School District**"), the School Board of Palm Beach County, Florida (together with the School District, the "**School Board**"), WBSWP Licensing Corporation, a subsidiary of Sprint Nextel Corporation ("**WBSWP**"), and Wireless Broadcasting Systems of West Palm Beach, Inc., a subsidiary of Sprint Nextel Corporation ("**WBS**"), People's Choice TV, Inc., a subsidiary of Sprint Nextel Corporation ("**PCTV**" and together with WBSWP, and WBS, "Sprint") (the School Board and Sprint are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**"), and inures to the benefit of each of the School Board's and Sprint's respective current, former and future parents, subsidiaries, affiliates, boards of trustees, and related entities, and their fiduciaries, predecessors, successors, officers, directors, principals, shareholders, agents, employees and assigns ("**Affiliates**").

RECITALS

WHEREAS, the Federal Communications Commission ("**FCC**") has licensed the School Board to operate Educational Broadband Service ("**EBS**") channels A1-A4 under call sign KZB28, channels D1-D2 and E1-E4 under call sign KHU90, channels H1-H3 under call sign KZB30, and channels G1-G4 under call sign KZB29, channel G3 under call sign WHR973, and channels G2-G3 under call sign WHR994 (collectively the "**School Board's Channels**");

WHEREAS, the FCC has licensed WBSWP to operate Broadband Radio Service ("**BRS**") channels E1-E4 under call sign WMI841, and granted WBSWP the BRS authorization for Basic Trading Area No. 469 in the West Palm Beach-Boca Raton, Florida area (collectively "**Sprint's Channels**");

WHEREAS, the School Board's Channels and Sprint's Channels are subject to transition to different channels pursuant to Sections 27.1230 through 27.1239 of the FCC's rules (the "**Transition**") and all references to channels in this Agreement shall refer to the channels assigned to the School Board and Sprint pursuant to Section 27.5(i)(1) of the FCC's rules prior to the Transition and Section 27.5(i)(2) of the FCC's rules after the Transition;

WHEREAS, the School District and WBS entered into an ITFS Excess Capacity Airtime Lease Agreement on January 4, 1995, as amended on August 19, 1998 (the "**Lease Agreement**") for use of capacity on the School Board's Channels;

WHEREAS, the School District, the Board of Regents of Florida Atlantic University, WBS and PCTV entered into a Market Settlement Agreement on May 22, 1995 (the "**Market Settlement Agreement**") to resolve various licensing issues in the Palm Beach, Florida area;

WHEREAS, a dispute has arisen between the School Board and Sprint regarding the validity and enforceability of the Lease Agreement and the Market Settlement Agreement;

WHEREAS, KHU90 and WMI841 are licensed at the same transmit location in Boynton Beach, Florida, which subsequently became the center point of both stations' protected service area ("PSA");

WHEREAS, the FCC released an order on January 29, 2007 directing Sprint to divide the PSA in half and the School Board to select the half in which it will be authorized to operate channels E1-E4 unless the Parties agree otherwise; and

WHEREAS, the School Board and Sprint have reached agreement on an alternative arrangement to divide the PSA and wish to resolve the dispute concerning the ongoing validity and enforceability of the Lease Agreement and the Market Settlement Agreement, as well as provide a general release of claims as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. Division of Channels. The Parties will divide channels E1-E4 in the PSA so that Sprint will hold the exclusive license for channels E1, E2 and E3 in the entire PSA, and the School Board will hold the exclusive license for channel E4 in the entire PSA. To effectuate the division of the channels, on or before June 1, 2007, Sprint will file an application on FCC Form 601, or in such other format as the FCC may direct, requesting deletion of channel E4 from WMI841 and the School Board will file an application on FCC Form 601, or in such other format as the FCC may direct, requesting deletion of channels E1, E2 and E3 from KHU90 (the "**Applications**"). The Parties will request simultaneous processing of the Applications and cooperate in good faith in the preparation, submission and prosecution of the Applications and any other documents necessary to secure FCC approval of the Applications without conditions that are materially adverse to either Party. The Parties also will cooperate to oppose any petitions to deny or other objections that may be filed against the Applications and will not directly or through an Affiliate oppose the Application of the other Party. If the FCC denies either or both Applications, or fails to grant the Applications within six (6) months of filing, the Parties will work cooperatively and in good faith to amend this Agreement to specify an alternative means of effectuating the division of channels described in this Section 1, which may include cross assignments of the subject channels to the other Party ("**Alternative Steps**").

2. Payment to the School Board. Within five (5) business days of the FCC's grant by Final Order of the Applications without conditions that are materially adverse to either Party, Sprint will make a payment of Five Million Dollars (\$5,000,000) to the School Board by wire transfer in immediately available funds to an account designated by the School Board. If the division of the channels occurs through Alternative Steps, such payment will be made within five (5) business days of completion of the Alternative Steps (or grant of completion of the Alternative Steps by Final Order, if applicable). "Final Order" means an order issued by the FCC that has not been reversed, stayed, enjoined, set aside, annulled or suspended; and with respect to which (a) no timely-filed requests have been filed for administrative or judicial review, reconsideration, appeal or stay and the time for filing any such requests, and the time for the FCC to set aside the action on its own motion, has expired, or (b) in the event of review,

reconsideration or appeal, the action or order has been affirmed and the time for further review, reconsideration or appeal has expired.

3. Prior Agreements No Longer in Force or Effect. The Parties agree that the Lease Agreement has expired by its terms and is no longer in force or effect, and that there are no outstanding obligations or claims of any sort under the Lease Agreement by either Party. The Parties agree that the Market Settlement Agreement was validly terminated by the School District on September 30, 2005 and is no longer in force or effect, and further was rendered null and void as a result of certain FCC actions rejecting the Market Settlement Agreement, and there are no outstanding obligations or claims of any sort under the Market Settlement Agreement by either Party.

4. Mutual Release. The Parties hereby release and agree to hold harmless each other and their Affiliates from any and all claims, losses, expenses, costs, causes of action or liabilities of any nature, in law, equity or otherwise (collectively, "**Claims**"), whether now known or unknown, whether suspected, anticipated, or claimed, that either Party had, has, or may have against the other Party or its Affiliates as of the Effective Date, which are based on, arising out of, or connected to the Lease Agreement or Market Settlement Agreement. The Parties hereby waive any and all rights and benefits conferred upon them under Florida law to the extent that a general release does not extend to claims described in the immediately preceding sentence, which either Party does not know or suspect to exist in its favor at the time of executing this Agreement, which if known by it would have materially affected either Party's decision to enter into this Agreement.

5. No Litigation. Except as specifically described in Section 1 of this Agreement, neither Party nor its Affiliates will, directly or indirectly, itself or through any third party, propose, file or support any claim, petition, objection, or other action affecting the status of the School Board's Channels or Sprint's Channels based on or arising out of any acts or omissions that arose or originated prior to the Effective Date including, but not limited to, license revocation, amendment, deletion, modification, cancellation, penalties, forfeiture, reclassification, or sanctions. Sprint and its Affiliates will not, directly or indirectly, or through any third party, file or support any claims, petitions, objections or other actions related to the allegations made by WBSWP in its Petition for Reconsideration filed on October 10, 2006 of the grants of the renewal application and waiver request for KZB30 and the waiver request for KZB28, including, but not limited to, the allegation that the School Board's license for KZB30 should be secondary or that the School Board's operation of KZB30 should be constrained.

6. Mutual Representation and Warranties. Each Party represents and warrants to the other that:

(a) it is duly organized, validly existing and in good standing under the laws of the state of its formation, and has full power and authority to carry out all the transactions contemplated by this Agreement;

(b) it has taken all requisite organizational action to approve the execution, delivery and performance of this Agreement;

(c) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity; and

(d) neither the execution nor the delivery of this Agreement nor the performance of the transactions contemplated by it will conflict with, or result in any violation or default under, any term of the articles or certificate of incorporation, organizational documents, or by-laws of such Party, or any agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which the Party or its assets are bound.

7. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, delayed, or conditioned.

8. Closing. The closing of the transactions under this Agreement shall occur automatically upon the satisfaction of all obligations under this Agreement.

9. Confidentiality. The terms of this Agreement that are not otherwise required to be disclosed to the FCC will be governed by the terms of the Mutual Nondisclosure Agreement executed by the Parties on February 17, 2007; provided however, that Sprint acknowledges that it shall not be a violation of the terms of the Mutual Nondisclosure Agreement for the School Board and staff to discuss the terms of this Agreement and related matters openly at any public meetings held by the School Board.

10. Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned by mutual consent of the Parties.

11. No Admission of Liability. The execution of this Agreement shall not be construed to be an admission of liability or an admission as to the truth or falsity of any claim, allegation, defense, or statement of fact which is the subject of this Agreement.

12. Advice of Counsel. The parties represent and warrant that they have read and fully understood the terms of this Agreement, that the terms of this Agreement and its consequences have been completely explained to them by their respective legal counsel, and they are freely and voluntarily signing this Agreement.

13. Assumption of Liability and Expenses. Neither Party is assuming or will be responsible for any of the other's liabilities or obligations (including but not limited to customer obligations). Each Party will pay its own expenses incident to the preparation and performance of this Agreement, and any amendment or modification to this Agreement, including, but not limited to, all fees and expenses of their respective legal counsel and any engineering, accounting and brokerage expenses in connection with this Agreement.

14. Force Majeure. Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably

anticipated by the non-performing Party and that cannot be reasonably avoided or overcome (each such cause being a "Force Majeure Event"); if:

(a) the non-performing party gives the other Party prompt written notice of such cause, and in any event, within fifteen (15) calendar days of its discovery; and

(b) such nonperformance will be excused only during the period when the Force Majeure Event occurs, continues to exist and cannot be reasonably overcome.

15. Waiver of Jury Trial and Class Action. The Parties hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any right that they may have to trial by jury of any claim or cause of action, or in any legal proceeding, directly or indirectly based upon or arising out of this Agreement or the transactions contemplated by this Agreement (whether based on contract, tort, or any other theory).

16. Notices. All correspondence and notices to the Parties pursuant to this Agreement shall be sent to the following addresses, and will be effective upon receipt with confirmation of delivery:

If to Sprint:

c/o Sprint Nextel Corporation
Legal Department
Attention: Spectrum Management
2001 Edmund Halley Drive
Reston, VA 20191
Phone: 703.433.4000
Fax: 703.592.7370

With a copy to:

c/o Sprint Nextel Corporation
Attn: Vice President, Spectrum Development
2001 Edmund Halley Drive
Reston, Virginia 20191
Telephone: 703.433.4471
Facsimile: 703.433.4414

If to the School Board:

The School District of Palm Beach County
Attn: Blair LittleJohn, III
3318 Forest Hill Boulevard
West Palm Beach, Florida 33406
Telephone: (561) 357-7651
Facsimile: (561) 357-7647

With a copy to:

Dr. Judith Garcia
Manager
The Education Network
School District of Palm Beach County
505 Congress Avenue
Boynton Beach, FL 33426
Fax: 561-738-2901
Email: garciaj@palmbeach.k12.fl.us

and

Edwin N. Lavergne
Fish & Richardson P.C.
1425 K Street, N.W.
11th Floor
Washington, DC 20005
Telephone: (202) 626-6359
Facsimile: (202) 783-2331

Either Party may change its addresses above by giving written notice of such change to the other Party.

17. Independent Parties. None of the provisions of this Agreement will be deemed to constitute a partnership, joint venture, or any other such relationship between the Parties, and neither Party will have any authority to bind the other in any manner. Neither Party will have or hold itself out as having any right, authority or agency to act on behalf of the other Party in any capacity or in any manner, except as may be specifically authorized in this Agreement.

18. Specific Performance. The Parties recognize that the subject matter of this Agreement is unique and that this Agreement may not provide an adequate remedy at law. Accordingly, the Parties agree that each will be entitled to seek injunctive relief and specific enforcement of this Agreement in a court of equity without proof of specific monetary damages, but without waiving any right thereto, in the event of breach of this Agreement by the other Party, and each Party waives the defense in any action or proceeding brought to enforce this Agreement that there exists an adequate remedy at law.

19. Applicable Law. The validity, construction and performance of this Agreement will be governed by and construed in accordance with FCC Rules and the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Florida. The Parties and their Affiliates consent to the jurisdiction of the courts of Palm Beach County, Florida with respect to any legal proceedings that may result from a dispute concerning this Agreement.

20. Attorneys' Fees. If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing Party will

be entitled to recover from the other its reasonable attorneys' fees and costs, as determined by the court or governing body hearing the action.

21. Severability. If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, unless continued enforcement of the provisions frustrates the intent of the Parties.

22. No Waiver. No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right. Failure to enforce any right under this Agreement will not be deemed a waiver of future enforcement of that or any other right.

23. Construction. The Parties and their respective counsel have negotiated this Agreement. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement or otherwise.

24. Complete Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter addressed, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, between the Parties or any of their Affiliates regarding this subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of each of the Parties.

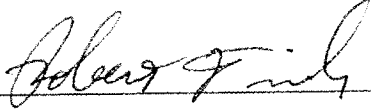
25. Cooperation. The Parties will take such further action and execute such further assurances, documents and certificates as either Party may reasonably request to effectuate the purposes of this Agreement.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument. Original signatures transmitted by facsimile or email will be effective to create such counterparts.

[Signature Page Follows]

ACKNOWLEDGED AND AGREED:

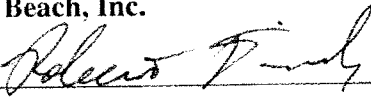
WBSWP Licensing Corporation

By: 

Name: **Robert Finch, VP**
Authorized Signatory

Title: _____

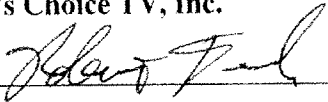
**Wireless Broadcasting Systems of West
Palm Beach, Inc.**

By: 

Name: **Robert Finch, VP**
Authorized Signatory

Title: _____

People's Choice TV, Inc.

By: 

Name: **Robert Finch, VP**
Authorized Signatory

Title: _____

**THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA**

BY _____
William G. Graham, Chairman

BY _____
Arthur C. Johnson, Ph.D., Superintendent

Board Approval Date:

REVIEWED AND APPROVED AS TO
LEGAL FORM

Blaw Huns 5/21/07
School Board Attorney

Date:

**THE SCHOOL DISTRICT OF PALM
BEACH COUNTY, FLORIDA**

BY _____
William G. Graham, Chairman

BY _____
Arthur C. Johnson, Ph.D., Superintendent

Board Approval Date:

REVIEWED AND APPROVED AS TO
LEGAL FORM

Blaw Huns 5/21/07
School Board Attorney

Date: