

**JEFFERSON COUNTY PUBLIC SCHOOL SYSTEM
COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT**

THIS AGREEMENT is entered into as of September 29, 2015, to be effective on the Commencement Date (defined below), between the Board of Education of Jefferson County, Kentucky, operating under the name Jefferson County Public Schools ("JCPS") and Powertel/Memphis, Inc., a Delaware Corporation ("Licensee").

RECITALS

JCPS issued Proposal No. M-965-5656 to establish the terms and conditions for the grant by JCPS to one or more persons or entities of one or more licenses for the use of space on towers or other structures owned or controlled by JCPS for the placement of wireless communications equipment of such persons or entities in or on such towers or structures (the "Proposal").

The Proposal included certain prohibitions, requirements and technical specifications (collectively, the "Specifications") to be applicable to any license granted by JCPS in response to the Proposal. A copy of the Specifications is attached hereto as Exhibit C.

Licensee desires to accept the Proposal and to use the space at the site or sites described on the Site Designation Form attached as Exhibit A to this Agreement (the "Site"). Exhibit A also describes the JCPS structure (the "Structure") on the Site; the unmanned radio communications equipment and related telecommunications activities of Licensee (the "Communications Facility") for which the Site will be used by Licensee; the initial payment to be paid by Licensee (the "Initial Payment") at the commencement of the term of this Agreement and the commencement of a renewal term; and the annual license payment by Licensee (the "Annual Fee").

AGREEMENT

1. **SPECIFICATIONS.** The Specifications are incorporated into this Agreement, and shall apply to Licensee as if stated in full herein. To the extent any provision of this Agreement (including exhibits) conflicts with the Specifications, the provision of this Agreement shall control.

2. **REGULATORY COMPLIANCE.** During the term of this Agreement, Licensee will comply with all federal, state and local laws, orders, ordinances and regulations ("Laws") applicable to Licensee's access to and use of the Site. During the term of this Agreement, JCPS agrees to comply with all Laws applicable to JCPS's ownership, leasing and use of the Site, the Structure and any improvements on the Site.

3. **NON-INTERFERENCE.** The Communications Facility will not interfere with the educational operations of JCPS or with any lawfully installed communications equipment of JCPS or any other person or entity located at the Site on the date of Licensee's original installation, as long as the existing radio frequency user(s) properly operate and continue to properly operate within their respective frequencies and in accordance with all applicable laws and regulations. JCPS will not permit the installation on the Site after such installation date of

any equipment that: (a) results in technical interference problems with the Communications Facility, or (b) prevents Licensee from exercising the rights of access to the Site granted to Licensee under Sections 10 and 14 of this Agreement. JCPS will use commercially reasonable efforts to cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from Licensee.

4. **COOPERATION.** JCPS agrees that Licensee's ability to use the Site is contingent upon the suitability of the Site for Licensee's permitted use and Licensee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Licensee for its use of the Site, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). JCPS will use commercially reasonable efforts to cooperate with Licensee, at Licensee's expense, to assist Licensee to obtain any Government Approvals that are required for Licensee to use the Site. As of the date of this Agreement, Licensee is not aware of any Government Approvals that are required, but have not yet been obtained, for Licensee to use the Site.

5. **TERM.** The initial term of this Agreement is five (5) years commencing on July 1, 2015 (the "Commencement Date"). The term will renew automatically for one additional five (5) year renewal term, unless JCPS or Licensee provides written notice of nonrenewal to the other party at least one hundred and eighty (180) days before the end of the initial term. This Agreement may be renewed for one or more additional terms after the end of such renewal term, upon written agreement of the parties.

6. **TERMINATION BY JCPS.**

[1] In addition to any other applicable rights or remedies hereunder or otherwise available, JCPS may terminate this Agreement on ten (10) days prior written notice of termination without further liability if JCPS determines that the Communications Facility unreasonably interferes with any equipment of JCPS or any equipment of any other licensee that was located on the Site on the date of Licensee's original installation, as long as such equipment operates and continues to operate within its respective frequencies and in accordance with all applicable laws and regulations, and Licensee has failed to resolve such interference to the reasonable satisfaction of JCPS in a reasonable time (which in no event will be less than sixty (60) days) following receipt of written notice of interference.

[2] Should JCPS determine the need to remove the Structure due to renovations or expansion of a school or other JCPS-owned building on the Site, this Agreement shall be cancelled ninety (90) days after notice from JCPS to Licensee, and the prorated Annual Fee for the remainder of that year of the term will be returned by JCPS to Licensee. However, if JCPS determines that there is an option to relocate the Structure to a different location on the Site acceptable to JCPS, Licensee may at its option relocate the Structure and all communications equipment in or on the Structure, whether owned by Licensee or JCPS or any other licensee, to the different location. Any equipment owned by Licensee or JCPS shall be transferred to the different location at Licensee's sole expense. Any equipment owned by a third party tenant shall be

transferred to the different location at such third party's sole expense. During the relocation of the Structure and Communications Facility to the different location, JCPS agrees to permit Licensee to place temporary transmission and reception facilities on the Site, until such time as Licensee is able to activate its equipment at the different location. JCPS and Licensee shall each use commercially reasonable efforts to ensure that such relocation will not unreasonably result in any interruption of the communications service of Licensee on the Site, and such relocation will not impair, or in any manner alter, the quality of communications service provided by Licensee on and from the Site. JCPS and Licensee hereby agree that the terms of this Agreement, including the access and utility easements and the provisions of Exhibit A hereto shall apply to the different location for all purposes hereunder.

7. **TERMINATION BY LICENSEE.** In addition to any other applicable rights or remedies hereunder or otherwise available, Licensee may terminate this Agreement on sixty (60) days prior written notice without further liability if (1) Licensee cannot obtain or loses through no fault of Licensee any Government Approval required for Licensee's use of the Site, (2) it is determined by a court of competent jurisdiction that JCPS does not own or control the Site, (3) any portion of the Site or the Communications Facility is damaged or destroyed through no fault of Licensee, or is condemned or transferred in lieu of condemnation; or (4) Licensee's ability to use the Site or the Communications Facility for its intended purpose is materially degraded because of technological reasons through no fault of Licensee.

8. **PAYMENT OF INITIAL PAYMENT AND ANNUAL FEE.** The Initial Payment is due within fifteen (15) days of the Commencement Date, and again on the first day of the renewal term. The Annual Fee is due within fifteen (15) days of the Commencement Date and on each anniversary of the Commencement Date. The Annual Fee will be prorated for any fractional year. The Annual Fee is payable to JCPS at the address in Section 32.

9. **INTEREST; LATE ANNUAL FEE.** If the Initial Payment or any Annual Fee is not paid within thirty (30) business days of when due, JCPS shall provide notice to Licensee of such failure, and Licensee shall pay to JCPS a late fee of One Hundred Fifty and No/100 Dollars (\$150.00), plus interest, after the due date until paid at the current prime interest rate of PNC Bank. JCPS shall invoice Licensee for any such charges incurred.

10. **APPROVED COMMUNICATIONS FACILITY.** Licensee may use the Site for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, the Communications Facility, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources, related equipment and structures and, if applicable to the Site, an antenna support structure only for the Communications Facility specified on Exhibit A. If necessary, Licensee's equipment and facilities may be mounted on the ground near the Structure. In such case, Licensee shall provide a detailed plan of the necessary equipment and ground space, including any necessary utility easements. The plan for the use of ground space shall be attached and incorporated herein as Exhibit B and shall be subject to approval by JCPS, which shall not be unreasonably withheld, conditioned or delayed. Licensee further has the right to (i) make such alterations to the Communications Facility and the Site in order to ensure that the Communications Facility complies with all applicable federal, state or local laws, rules or

regulations, and (ii) perform routine maintenance, repairs, replacements and upgrades, without JCPS approval.

Prior to any material alteration of the Communications Facility by Licensee, JCPS shall approve Licensee's plans for alteration ("Plans"), such approval not to be unreasonably withheld, conditioned or delayed (and in no event delayed beyond sixty (60) days). After JCPS's (i) failure to respond in writing to Licensee's proposed Plans within sixty (60) days of their receipt; or (ii) failure to provide a written response within thirty (30) days of receipt of Plans revised by Licensee after initial disapproval by JCPS in accordance with this Section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as Exhibit B. If JCPS disapproves the Plans then the Licensee will provide JCPS with revised Plans, such revisions to be within Licensee's reasonable discretion. In the event JCPS disapproves the revised Plans, Licensee may either (x) make further revisions to the Plans and submit them to JCPS for review in accordance with the process and the time schedule set forth above or (y) terminate this Agreement without further liability by providing written notice to JCPS. JCPS will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Licensee promptly upon request.

All installation and alteration work shall be designed by a licensed structural engineer, performed at Licensee's expense in a good and workmanlike manner and in accordance with applicable building uses, and shall not adversely affect the structural integrity or maintenance of the Site or the Structure.

JCPS grants Licensee a non-exclusive right of vehicular and pedestrian access to the Site for the purposes stated above, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the reasonable discretion of Licensee.

11. **LIENS**. Licensee shall keep the Site and the Structure free from any liens arising from any work performed, material furnished, or obligations incurred by or at the request of Licensee.

12. **POSSESSION**. Subject to JCPS's obligations hereunder, Licensee (1) accepts the Site and the Structure AS IS, with all faults, for the purposes for which the same is licensed, and (2) waives any claims against JCPS in respect of defects in the Site or the Structure, unless expressly provided hereunder, or if resulting from the negligent or willful act or omission of JCPS, its employees, agents or contractors.

13. **UTILITIES**. Licensee may at its expense obtain electric, telephone and any other utility service that is necessary for the operation of the Communications Equipment. Licensee will arrange at its expense for the installation of a separate meter, main breaker or other equipment necessary for the delivery of any such utility service, and any utility easements, subject to JCPS's approval of the exact location(s).

14. **ACCESS**. Access to the Site for non-emergency visits for the purposes stated above will be Monday through Saturday, 7 am to 7 pm. In an emergency, Licensee will

have immediate access to the Site at any time, after first giving telephone notice to the JCPS Director of Facilities and Environmental Services or his designee.

15. TAXES AND OTHER CHARGES. Licensee will pay all taxes and other charges imposed by any federal, state or local authority attributable to the Communications Facility. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon JCPS. JCPS will pay any other taxes or charges attributable to the Site or the Structure. In the event JCPS receives a notice of assessment with respect to taxes or assessments which are attributable to Licensee's Communications Facility, JCPS shall provide Licensee with copies of each such notice immediately upon receipt. For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by the applicable jurisdiction. If JCPS is required by applicable law to pay certain taxes and fails to do so, Licensee shall have the right but not the obligation to pay any taxes due by JCPS hereunder if JCPS fails to timely do so, in addition to any other rights or remedies of Licensee. In the event that Licensee exercises its rights under this Section due to such JCPS default, Licensee shall have the right to deduct such tax amounts paid from any monies due to JCPS from Licensee.

Any tax-related notices shall be sent to Licensee in the manner set forth in Section 32.

16. REQUIRED INSURANCE OF LICENSEE. Licensee shall, during the term of this Agreement and at Licensee's expense, keep in force not less than the following insurance with reputable national insurers:

Site Insurance: coverage for fire, extended coverage, vandalism, and malicious mischief, for not less than 90% of the full replacement cost of the Communications Facility. Licensee may self-insure this coverage.

Commercial General Liability Insurance: operations hazard, independent contractor hazard, contractual liability and products and completed operations liability, for \$5,000,000 combined single limit per occurrence and in the aggregate (bodily injury, personal injury and property damage liability). Licensee shall include JCPS as an additional insured on its Commercial General Liability Insurance. JCPS's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of JCPS, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of JCPS, its employees, agents or independent contractors; and (iii) not exceed Licensee's indemnification obligation under this Agreement, if any.

Workers' Compensation and Employer's Liability Insurance to meet statutory requirements.

The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

Certificates of insurance will be delivered to JCPS no later than the Commencement Date. Licensee shall notify JCPS in writing not less than 30 days before any cancellation or non-renewal of any required coverage that is not replaced.

Notwithstanding the forgoing, Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include JCPS as an additional insured, the following conditions apply: (i) JCPS shall promptly and no later than ninety (90) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) JCPS shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) JCPS shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

17. **INDEMNIFICATION.** Licensee will indemnify JCPS and save it harmless from and against any and all claims, actions, damages, liability and expense arising from or out of:

[1] any occurrence in, upon or at the Site or the Structure caused by the act or omission of Licensee or its agents, invitees, contractors, or representatives ("Agents"), except to the extent caused by or attributable to the negligent or willful act or omission of JCPS or its Agents; or

[2] any occurrence caused by the violation of any law, regulation or ordinance applicable to the use of or presence on the Site or the Structure of Licensee or its Agents.

Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensee and JCPS each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

18. **ASSIGNMENT BY LICENSEE.** Licensee may assign or sublicense this Agreement to any affiliate of Licensee; any partnership, venture or new corporation formed by Licensee; or any purchaser of substantially all of the assets of Licensee in the market as defined by the Federal Communications Commission in which the Site is located. For purposes of the foregoing provision, "affiliate" means any entity that wholly owns Licensee, any entity that is wholly owned by Licensee, or any entity that is wholly owned by either such entity or any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, Licensee. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise. Any other assignment, sublicense or other transfer shall be void unless approved in writing by JCPS, such approval not to be unreasonably

withheld, conditioned or delayed. Upon notification to JCPS of such assignment, and receipt by JCPS of a written agreement by the assignee to be bound by the terms of this Agreement, Licensee will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

19. REPAIRS - LICENSEE'S OBLIGATION. Licensee shall, at all times during the term of this Agreement at Licensee's expense, maintain and make all repairs to the Communications Facility as are required to keep the Structure in a structurally safe and sound condition, including periodic inspections and maintenance of the Communications Facility, the Structure and the Site.

If emergency repairs are needed to protect persons, or property, or to allow the use of the Structure, Licensee shall make such repairs within twenty-four (24) hours after notice to Licensee from the JCPS Director of Facilities and Environmental Services. If Licensee does not make such repairs within 24 hours after such notice has been given, JCPS may make such repairs at Licensee's expense.

20. REPAIRS - JCPS's OBLIGATION. JCPS shall, during the term of this Agreement, and at JCPS's expense, keep the Site, the Structure and any other improvements located thereon in a structurally sound and safe condition, other than any maintenance and repairs to the Communications Facility, the Site and the Structure that are the responsibility of Licensee under Section 19 of this Agreement. If JCPS does not make such repairs within thirty (30) days after receipt of notice from Licensee that such repairs are required, then Licensee may make the repairs, and JCPS shall pay Licensee on demand Licensee's actual costs of the repairs

21. SURRENDER OF SITE. Upon the termination of this Agreement for any cause, Licensee shall peacefully vacate the Site in good order and condition except for casualty beyond Licensee's control and reasonable wear and tear resulting from Licensee's use of the Site. Licensee will remove the Communications Facility, within the time frame specified below in Section 34, but the Structure and any improvements made by Licensee to the Structure will remain the property of JCPS. Licensee will repair any damage to the Site or the Structure other than such reasonable wear and tear, or any damage caused by removal of the Communications Facility.

22. DEFAULT AND REMEDIES. The occurrence of any one or more of the following events constitutes an "event of default" by Licensee: (1) if Licensee fails to pay any Initial Payment or Annual Fee or any other sum payable by Licensee within thirty (30) days following receipt of written notice from JCPS of the delinquency; (2) if the Site or the Structure is made subject to any lien arising from any work performed, material furnished, or obligations incurred by or at the request of Licensee, and such lien is not removed or appropriately bonded or otherwise reasonably secured within sixty (60) days following receipt of written notice from JCPS of the existence of such lien; (3) if Licensee fails to perform any other term of this Agreement, and such failure continues for more than thirty (30) days after written notice from JCPS, except such thirty (30) day cure period will be extended as reasonably necessary to permit Licensee to complete cure if Licensee continuously and diligently pursues completion of the cure; (4) if any petition is filed by or against Licensee, under the federal Bankruptcy Code or any similar law (and is not dismissed within ninety (90) days after the filing thereof), or Licensee is

adjudged bankrupt or insolvent in proceedings filed under the federal Bankruptcy Code or any similar law; (5) if a receiver, custodian, or trustee is appointed for Licensee or for any of its assets and is not vacated within sixty (60) days; or (6) if Licensee becomes insolvent or makes a transfer in fraud of creditors. If an event of default occurs, JCPS (without notice or demand except as expressly required above) may terminate this Agreement, in which event Licensee will immediately surrender the Site to JCPS.

If JCPS fails to provide Licensee with access to the Site as required by Section 14 hereof within twenty-four (24) hours after notification of such failure or JCPS fails to resolve an interference problem as required by Section 3 hereof within forty-eight (48) hours after notification of such failure, Licensee (i) shall have any and all rights available to it under law and equity and (ii) may upon written notice terminate this Agreement. If JCPS is in breach of any other representation, warranty or agreement in this Agreement, and such failure continues for more than thirty (30) days after written notice from Licensee, except such thirty (30) day cure period will be extended as reasonably necessary to permit JCPS to complete cure if JCPS continuously and diligently pursues completion of the cure, Licensee (i) shall have any and all rights available to it under law and equity and (ii) may upon written notice terminate this Agreement.

23. QUIET ENJOYMENT. JCPS covenants and warrants that Licensee will have the use of the Site for the purposes described in this Agreement, subject to the provisions of this Agreement, during the term of this Agreement, without hindrance or ejection by any persons lawfully claiming under JCPS.

24. COVENANTS AND WARRANTIES. JCPS warrants that (i) JCPS owns fee simple title, or has a leasehold interest, or has a valid license, to the Site and has rights of access thereto; and (ii) the Site is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's permitted use and enjoyment of the Site under this Agreement.

Each party represents and warrants to the other that it has power and authority to make this Agreement, that the making and performance thereof will not violate any laws or agreements under which such party is bound, that such party is a duly existing legal entity, and the party is qualified to do business in Kentucky.

25. ENVIRONMENTAL MATTERS

JCPS represents and warrants to Licensee that it has no knowledge of any Environmental Hazards on or affecting the Site. Licensee will not bring to, transport across or dispose of any Environmental Hazards on the Site without JCPS's prior written approval, which approval shall not unreasonably be withheld, except Licensee may keep on the Site substances used in back up power units (such as batteries and diesel generators) commonly used in the wireless telecommunications industry. JCPS and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as

may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Site.

"Environmental Hazards" means hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. "Hazardous substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and regulations promulgated thereunder. "Pollutants" shall be as defined in the Clean Water Act, and regulations.

In the event Licensee becomes aware of any Environmental Hazards on the Site, or any environmental, health or safety condition or matter relating to the Site, that, in Licensee's sole determination, renders the condition of the Structure or Site unsuitable for Licensee's use, or if Licensee believes that the licensing or continued licensing of the Structure and Site would expose Licensee to undue risks of liability to a government agency or third party, Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to JCPS.

26. **SUBORDINATION AGREEMENT.** This Agreement is subject and subordinate to the lien of all mortgages and deeds of trust which may now exist or hereafter be placed on or against the Site or the interest therein of JCPS or the Jefferson County School District Finance Corporation, without the necessity of having further instruments executed by Licensee to effect such subordination.

27. **ENTIRE AGREEMENT.** This Agreement is the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter.

28. **SEVERABILITY.** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, is not to be affected and each provision of this Agreement is valid and enforceable to the fullest extent permitted by law.

29. **BINDING EFFECT.** This Agreement will be binding on and inure to the benefit of the respective parties and their successors and permitted assigns.

30. **CAPTIONS.** The captions of this Agreement are inserted for convenience only and are not to be construed as limiting the scope or intent of its provisions.

31. **NO WAIVER.** No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted. No custom or practice which may develop between the parties in the administration of this Agreement shall waive or lessen any party's right to insist upon strict performance of the terms of this Agreement. The rights granted in this Agreement are cumulative of every other right or remedy that the enforcing party may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

32. **NOTICE**. Any notice or demand under this Agreement shall be made by certified or registered mail, return receipt requested or reliable overnight courier (with written confirmation of delivery) to the address of other parties set forth below:

JCPS:

Jefferson County Public Schools
3001 Crittenden Drive
Louisville, KY 40209-1104
Attention: Mike Mulheirn
Director of Facilities &
Environmental Services

Licensee:

T-Mobile USA, Inc.,
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management/ Re:
Cell Site Number: 9LV1083H

with a copy to:

Jefferson County Public Schools
P.O. Box 34020
Louisville, KY 40232-4020
Attention: General Counsel

Any such notice is deemed received one business day following deposit with a reliable overnight courier or five (5) business days following deposit in the mails as required above. JCPS or Licensee may designate any other address by written notice to the other. A copy sent to the JCPS General Counsel and to Licensee's Legal Department is an administrative step which alone does not constitute legal notice.

33. **GOVERNING LAW**. This Agreement is governed by the laws of Kentucky.

34. **NO LIENS**. The Communications Facility will at all times be and remain the property of Licensee and will not be subject to any lien or encumbrance created or suffered by JCPS. Licensee has the right to make such public filings as it deems necessary or desirable to evidence Licensee's ownership of the Communications Facility. JCPS waives all JCPS's or landlord's lien on any property of Licensee (whether created by statute or otherwise). Notwithstanding the foregoing, in the event of termination or expiration of this Agreement, if the Communications Facility is not removed from the Site within one hundred twenty (120) days thereafter, any equipment remaining at the Site shall be deemed abandoned, JCPS's waiver of lien shall be voided, and JCPS shall have title to the remaining equipment.

35. **FORCE MAJEURE**. If a party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of like nature not the fault of the party delayed, such party is excused from such performance of the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

36. **MISCELLANEOUS.** (a) Upon the written request of Licensee, JCPS shall promptly execute and deliver to Licensee a recordable Memorandum of Agreement substantially in the form of Exhibit D attached hereto; (b) each party will execute, within twenty (20) days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current amount of license fees and whether any license fee has been paid in advance.

37. **CASUALTY.** JCPS will provide notice to Licensee of any casualty or other harm affecting the Site within forty-eight (48) hours of the casualty or other harm. If any part of the Communications Facility or Structure is damaged by casualty or other harm as to render the Site unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to JCPS, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid Annual Fee on a prorata basis. JCPS agrees to permit Licensee to place temporary transmission and reception facilities on the Site, but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including license fees. If JCPS or Licensee undertakes to rebuild or restore the Structure and/or the Communications Facility, as applicable, then this Agreement shall not be terminated, and JCPS shall permit Licensee to place temporary transmission and reception facilities on the Site until the reconstruction of the Structure and/or the Communications Facility is completed, and such temporary facilities will be governed by all of the terms and conditions of this Agreement, including license fees. If JCPS determines not to rebuild or restore the Site, JCPS will notify Licensee of such determination within thirty (30) days after the casualty or other harm.

38. **SALE OF SITE.**

(a) JCPS shall not be prohibited from the selling, leasing or use of any of the Site except as provided below.

(b) If JCPS, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Site to a purchaser other than Licensee, JCPS shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Site, within ten (10) days of such transfer, JCPS or its successor shall send the documents listed below in this subsection (b) to Licensee.

- i. New deed to Site
- ii. Bill of Sale or Transfer, if any
- iii. Copy of current Tax Bill
- iv. New IRS Form W-9
- v. Full contact information for new licensor including phone number(s)

(c) The provisions of this Section shall in no way limit or impair the obligations of JCPS under this Agreement, including interference and access obligations.

39. RENTAL STREAM OFFER. If at any time after the date of this Agreement, JCPS receives a bona fide written offer from a third party seeking an assignment or transfer of license fee payments associated with this Agreement (a "Rental Stream Offer"), JCPS shall immediately furnish Licensee with a copy of the Rental Stream Offer. Licensee shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Licensee chooses not to exercise this right or fails to provide written notice to JCPS within the twenty (20) day period, JCPS may assign the right to receive the rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If JCPS attempts to assign or transfer license fee payments without complying with this Section, the assignment or transfer shall be void. Licensee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until JCPS complies with this Section.

40. W-9. As a condition precedent to payment, JCPS agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including, any change in JCPS's name or address.

41. ATTORNEYS FEES. In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than JCPS, Licensee and their respective Affiliates to recover their fees and expenses.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Agreement.

**BOARD OF EDUCATION OF JEFFERSON
COUNTY, KENTUCKY**

By: _____
Donna M. Hargens, Ed.D.
Superintendent

**POWERTEL/MEMPHIS, INC., A DELAWARE
CORPORATION**

By: _____


Print Name: _____

Kim Curtis

Title: Engineering Director - Development

Date: 9/3/15

EXHIBIT A

SITE DESIGNATION FORM

LICENSEE: Powertel/Memphis, Inc., a Delaware corporation

DESCRIPTION OF THE SITE: 120 West Lee Street, Louisville, KY 40208

The land referred to herein below is situated in the County of Jefferson, State of Kentucky, and is described as follows:

Parcel No. 26

Portion of DuPont Manual High (Parent and Tower Parcel)

Beginning on the Southeast corner of Second and Lee Streets; running thence southwardly along the East side of Second Street, 900 feet to Avery Avenue; thence Eastwardly along the North side of Avery Avenue, 420 feet to the First Street, thence Northwardly along the West side of First Street, 900 feet to Lee Street; thence Westwardly along South side of Lee Street, 420 feet to the beginning.

Being the same property acquired by County of Jefferson, Kentucky, by Deed dated August 6, 1979, of record in Deed book 5276, Page 516, in the Office of the Clerk of Jefferson County, Kentucky.

In addition, the rights granted to Licensee will include the right to use any ground space reasonably necessary for placement and operation of Licensee's equipment and facilities. Licensee shall provide a detailed plan of the necessary equipment and ground space, including and necessary utility easements. The plan for the use of ground space shall be attached and incorporated herein as Exhibit B and shall be subject to approval by JCPS, which shall not be unreasonably withheld.

COMMUNICATIONS FACILITY TO BE PLACED IN OR ON THE STRUCTURE:

As of the date of execution of this Agreement, the Communications Facility consists of the equipment placed on the Structure by Licensee. If Licensee places any additional equipment in or on the Structure, this Exhibit A shall be updated by the parties. If necessary, Licensee's equipment and facilities may be mounted on the ground near the Tower, subject to the terms of Exhibit B.

INITIAL PAYMENT: Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), payable within fifteen (15) days of the Commencement Date and on the first day of the renewal term.

ANNUAL FEE: Twenty Thousand and No/100 Dollars (\$20,000.00) per year. The Annual Fee shall escalate by three percent (3%) every year this Agreement is in effect.

EXHIBIT B

PLANS FOR GROUND SPACE

[To Be Attached In The Event Herein Described]

In the event Licensee's equipment and facilities need to be mounted on the ground near the Structure, Licensee shall provide a detailed plan of the necessary equipment and ground space, including any necessary utility easements, to be approved by JCPS. After approval, said plans for the ground space shall be attached hereto as Exhibit B.

NOTES:
DRAWINGS ARE BASED OFF OF FIELD MEASUREMENTS
AND OBSERVATIONS BY RETEL SERVICES.
CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS
PRIOR TO CONSTRUCTION.

GENERAL CONTRACTOR TO PROVIDE ICE BRIDGE,
POSTS, POST CAPS, CABLE TRAY, LIGHTS, CEMENT,
WIRING, CONDUITS, J-BOXES, AND UNISTRUT.

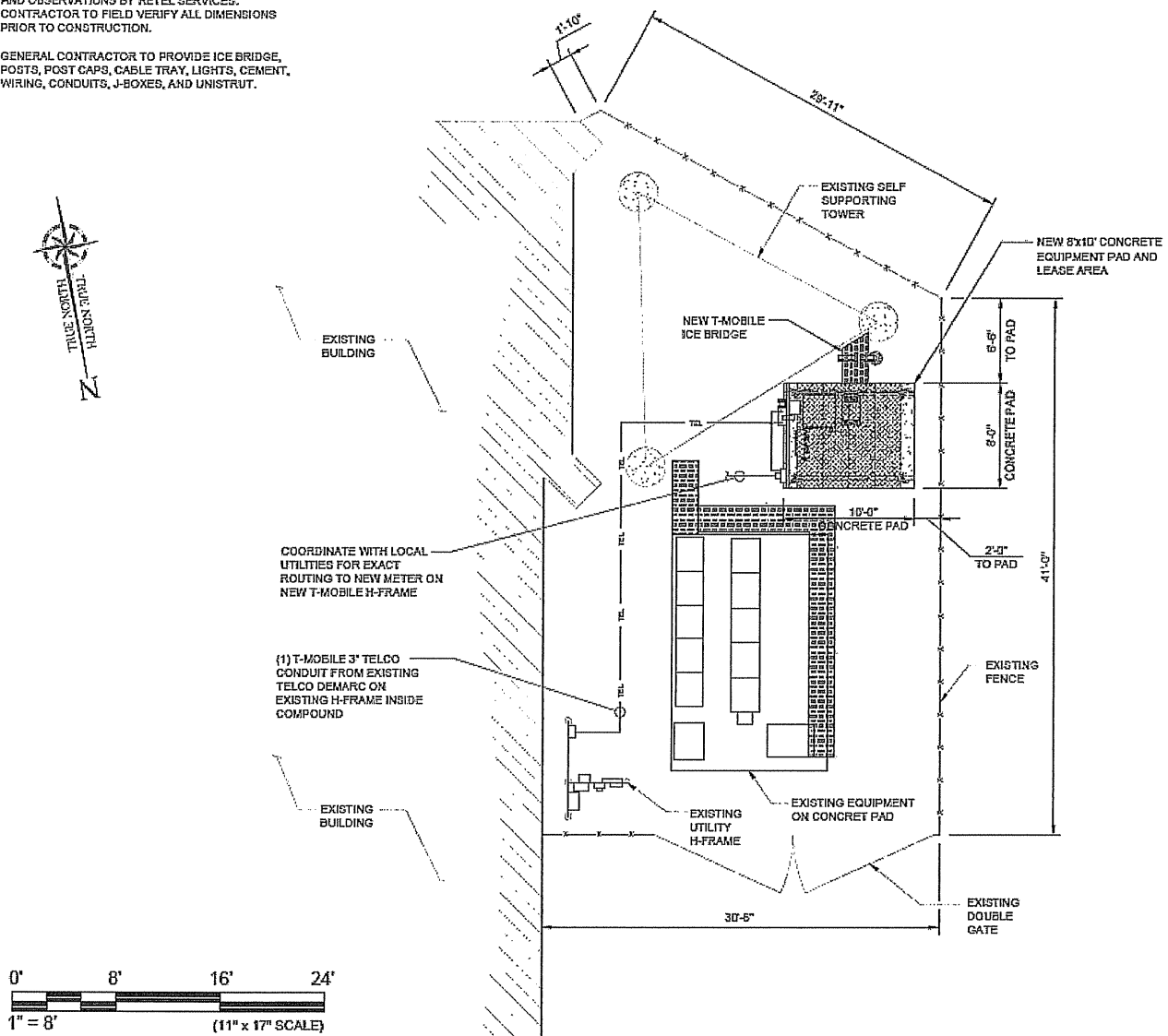


EXHIBIT B

PLANS FOR GROUND SPACE

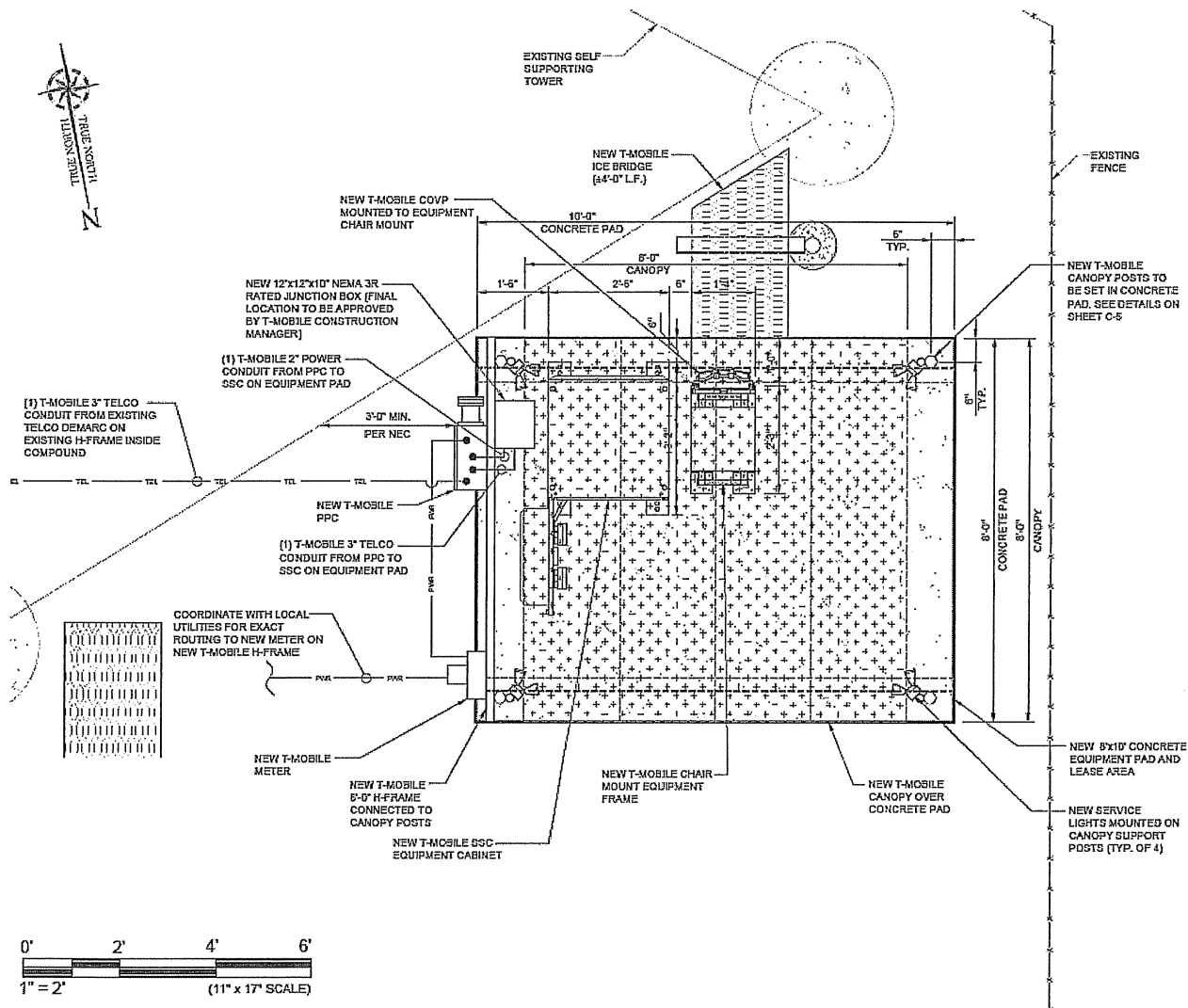


EXHIBIT C
SPECIFICATIONS

All towers or structures used by Licensee will remain the property of the Jefferson County Public Schools and/or the Jefferson County School District Finance Corporation.

The Jefferson County Public Schools or the successful bidder(s) will provide the other party written notice of intention not to renew not less than one hundred eighty (180) days prior to the expiration of the initial term or any renewal term.

There are approximately 150 tower or similar sites located on various properties owned or controlled by the Jefferson County Public Schools. Any strengthening of towers or structures to accommodate licensee's equipment is the responsibility of the licensee. The license agreement shall cover two different license situations; a tower or structure which can be used with no structural modifications and a tower which can be used with modifications including strengthening or adding a center pole.

There shall be no exclusivity of licenses. The Jefferson County Public Schools reserve the right to license space on towers or other structures to other organizations/companies as long as their equipment does not interfere with licensee's or Jefferson County Public Schools equipment. The Jefferson County Public Schools agrees that no FAA transponders or AM radio transmitting equipment will be located on a tower or structure.

The Jefferson County Public Schools will require the successful licensee to file a Site Designation Form stating the location and what modifications will be made to the tower or structure (if any). The Jefferson County Public Schools reserve the right to accept or reject on a per site basis. Jefferson County Public Schools shall render a decision within a reasonable time frame.

Licensee agrees to provide all costs of utilities to their equipment on the tower or structure. Licensee agrees to perform periodic inspection and maintenance of the tower or structure. In the event there is a multiple award on any one site, maintenance costs will be divided among the licensees on a pro rata basis.

Licensee agrees that there will be no interruption of service provided by Jefferson County Public Schools equipment on the tower or structure. Licensee agrees that there will be no interference with Jefferson County Public Schools or other equipment on the tower or structure.

Licensee shall secure all federal, state and local permits including, but not limited to, all special use permits and Kentucky Public Service Commission authorization, etc.

Licensee agrees to release Jefferson County Public Schools from any liability for any injuries suffered by licensee's maintenance personnel working on the tower or structure sites or for any injuries on Jefferson County Public Schools properties.

Licensee agrees to pay the Jefferson County Public Schools an initial fee and an annual license fee. The annual license fee shall be paid annually in advance.

Licensee will indemnify the Jefferson County Public Schools from any and all legal action taken as a direct result of this Agreement. Licensee will have property insurance, Commercial General liability insurance and Workers' Compensation Insurance. Proof of insurance shall be provided by successful bidder(s).

EXHIBIT D
FORM OF MEMORANDUM OF AGREEMENT

Re: Cell Site #: 9LV1083H
Cell Site Name: DuPont Manual
State: KY
County: Jefferson

**MEMORANDUM
OF
AGREEMENT**

This Memorandum of Agreement is entered into on this 29 day of September, 2015, by and between Board of Education of Jefferson County, Kentucky, having a mailing address at 3001 Crittenden Drive, Louisville, KY 40209 (hereinafter referred to as "JCPS") and Powertel/Memphis, Inc., a Delaware corporation, having a mailing address of _____ (hereinafter referred to as "Licensee").

1. JCPS and Licensee entered into a certain Communications Facility Space License Agreement dated September 29, 2015 (hereinafter, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements at JCPS's real property located in the City of Louisville, County of Jefferson, commonly known as 120 West Lee Street. All of the foregoing are set forth in the Agreement.
2. The Initial Term will be five (5) years ("Initial Term") commencing on 9/29, 2015, with one (1) successive five (5) year option to renew.
3. The portion of the land being licensed to Licensee (the "Site") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

JCPS:
Board of Education of Jefferson County,
Kentucky

LICENSEE:
Powertel/Memphis, Inc., a Delaware
corporation

By:

By: _____

Print Name: _____

Title: _____

Date: _____

By:  _____

Print Name: _____

Kim Curtis

Title: Engineering Director - Development

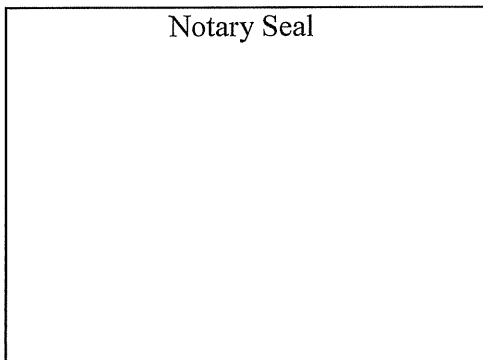
Date: 9/3/15

JCPS ACKNOWLEDGEMENT

STATE OF KENTUCKY)
) SS.
COUNTY OF JEFFERSON)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that said person signed this
instrument, on oath stated that said person was authorized to execute the instrument and
acknowledged it as the _____ of the
Board of Education of Jefferson County, Kentucky, to be the free and voluntary act of such
party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

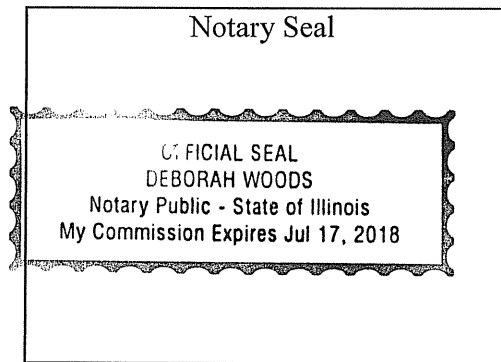
My appointment expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF Illinois)
) SS.
COUNTY OF Snape)

I certify that I know or have satisfactory evidence that Kim Curtis
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the Director of Eng. - Ser., the Manager of
Powertel/Memphis, Inc a Delaware Corporation, to be the free and voluntary act of such party
for the uses and purposes mentioned in the instrument.

DATED: 9-3-15.



Deborah Woods
(Signature of Notary)
Deborah Woods
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
IL
My appointment expires: 7-17-2018

Exhibit 1 to Memorandum of Agreement
Legal Description

Street Address: 120 West Lee Street, Louisville, KY 40208

Parcel #: 12-033E-0131-0000, 12-033E-0131-TEL1

The Property is described as follows:

Parcel No. 26

Portion of DuPont Manual High (Parent and Tower Parcel)

Beginning on the Southeast corner of Second and Lee Streets; running thence southwardly along the East side of Second Street, 900 feet to Avery Avenue; thence Eastwardly along the North side of Avery Avenue, 420 feet to the First Street, thence Northwardly along the West side of First Street, 900 feet to Lee Street; thence Westwardly along South side of Lee Street, 420 feet to the beginning.

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