

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

THIS COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT (“**Agreement**”) is entered into effective on the date of the last party to execute this Agreement (“**Effective Date**”), by and 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, successor-in-interest to Powertel/Kentucky, Inc. (together with its successors and permitted assigns, “**Licensee**”).

RECITALS

WHEREAS, JCPS and Licensee entered into that certain **Jefferson County Public School System Agreement for Use of Tower Space** dated **March 8, 2004** (the “**Prior Agreement**”) whereby JCPS licensed (referred to therein as a “lease” relationship but for purposes of this Agreement the arrangement therein and herein shall be deemed a “license” arrangement) to Licensee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Prior Agreement (collectively, the “**Site**”), that are a portion of the property located at Southern High School, 8620 Preston Highway, Louisville, Kentucky 40219 (the “**Property**”). The Prior Agreement annexed Proposal No. M-965-5656 issued by JCPS, which established the terms and conditions for the grant by JCPS to Licensee for the use of space on towers or other structures owned or controlled by JCPS for the placement of Licensee’s wireless communications equipment in or on such towers or structures (the “**Proposal**”).

WHEREAS, the Prior Agreement shall terminate and be of no further force and effect as of the Effective Date of this Agreement; and

WHEREAS, JCPS and Licensee hereby acknowledge and agree that the Prior Agreement was in full force and effect up and until the Effective Date of this Agreement and that despite the expiration of the designated term thereof, the Prior Agreement continued in full force and effect as a holdover license arrangement until the Effective Date of this Agreement and neither JCPS nor Licensee, as of the Effective Date of this Agreement, is in breach under the terms of the Prior Agreement; and

WHEREAS, Licensee has continued to pay JCPS the monthly fee payments due under the Prior Agreement from March 8, 2015 through the Effective Date of this Agreement; and

WHEREAS, JCPS desires to grant Licensee the right to use the space at the Site described on the Site Designation Form attached to this Agreement as **Exhibit A** and made part hereof. **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**”); the renewal payment to be paid by Licensee upon the first day of every five (5) year Renewal Term (the “**Renewal Payment**”); and the annual license payment by Licensee (the “**Annual Fee**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **SPECIFICATIONS**. Licensee shall comply with certain prohibitions, requirements and technical-specifications (collectively, the “**Specifications**”). A copy of the Specifications is attached hereto as **Exhibit C**. 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 applicable to Licensee’s access to and use of the Site.

3. **NON-INTERFERENCE**. The Communications Facility will not interfere with the educational operations of JCPS or with any communications equipment or facilities of JCPS or any other person or entity located at the Site on the date of Licensee’s original installation of Licensee’s Communications Facility under the Prior Agreement. 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. Subject to Section 22, such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for using commercially reasonable efforts to cause such interference to cease within forty-eight (48) hours after receipt of such notice, and if such interference does not cease within such forty-eight (48) hour period, continuing to diligently pursue the ceasing of such interference until such interference has been corrected. Subject to Section 22, in the event any such interference cannot be resolved within thirty (30) days thereafter, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

4. **COOPERATION**. JCPS will use commercially reasonable efforts to cooperate with Licensee, at Licensee’s expense, to assist Licensee to obtain any licenses, permits or government approvals that are required for Licensee to use the Site.

5. **TERM**. The initial term of this Agreement is five (5) years commencing on the Effective Date. The term will renew automatically for three (3) additional five (5)-year renewal terms (each a “**Renewal Term**”), unless Licensee provides written notice of nonrenewal to JCPS at least sixty (60) days before the end of the initial term or before the end of such Renewal Term. This Agreement may be renewed for one or more additional terms after the end of the third Renewal Term, upon written agreement of the parties.

6. **TERMINATION BY JCPS**. In addition to any other applicable rights or remedies hereunder or otherwise available, JCPS may terminate this Agreement on sixty (60) 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 prior to the date of Licensee's original installation of Licensee's Communications Facility under the Prior Agreement 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. Should JCPS determine the need to remove the Structure due to renovations or expansion of a school or other JCPS-owned building, this Agreement shall be cancelled nine (9) months 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 on the same campus in a location acceptable to JCPS and Licensee, 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, in a manner and at such times approved by JCPS and such other licensees, at Licensee's sole expense in which case this Agreement shall not be cancelled (and the prorated Annual Fee for the remainder of that year of the term will not be returned by JCPS to Licensee), and this Agreement shall be amended to reflect that the Structure and such communications equipment have been relocated. If Licensee determines that the new proposed location is not acceptable, then this Agreement shall terminate upon the date that is nine (9) months following JCPS's prior written notice of such relocation. Licensee shall also have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property during a relocation period in order for Licensee to maintain service or in the event of termination due to renovations or expansion, in which case such cell-on-wheels or other temporary antenna facility may remain on the Property for up to twelve (12) months from the Structure removal date. JCPS shall cooperate with the placement of the temporary facility at a mutually acceptable location.

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 permit, license or 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) if Licensee determines that the Property or the Communications Facility is inappropriate or unnecessary for Licensee's operations for economic or technological reasons.

8. **PAYMENT OF INITIAL PAYMENT, RENEWAL PAYMENT AND ANNUAL FEE.** Notwithstanding any contrary provisions in **Exhibit A**, the Initial Payment is due within thirty (30) days of the Effective Date of this Agreement, and the Renewal Payment is due on the first day of each Renewal Term. The Annual Fee is due within thirty (30) days of the Effective Date of this Agreement, and again on each subsequent anniversary of the Effective Date. Where duplicate Annual Fee payments would occur due to the holdover license fee arrangement mentioned above, a corollary credit shall be applied by JCPS for any prepayment of the Annual Fee by Licensee applicable to the month that contains the Effective Date. The Annual Fee will be prorated for any fractional year. The Initial Payment, the Renewal Payment and the Annual Fee are payable to JCPS at the address in Section 32.

9. **INTEREST; LATE ANNUAL FEE.** If any Initial Payment, any Renewal Payment or any Annual Fee is not paid within thirty (30) business days of when due,

Site Number: 9LV1010A
Site Name: Southern

Licensee, upon receipt of notice from JCPS of such late payment, shall pay to JCPS a late fee for each such late payment of One Hundred Fifty and no Dollars (\$150.00), plus interest after the due date until paid at the current prime interest rate of PNC Bank.

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, which such Communications Facility is specified on **Exhibit A** and **Exhibit B** attached hereto and made part hereof. 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 such equipment and ground space shall be set forth on **Exhibit B** attached hereto and made part hereof. To the extent any provision of this Agreement conflicts with any provision in the plan for the use of such equipment and ground space set forth on **Exhibit B**, the provision of this Agreement shall control. Similarly, to the extent any provision of this Agreement conflicts with any provision set forth in **Exhibit C**, the provision of this Agreement shall control.

Prior to any material alteration of the Communications Facility by Licensee, JCPS shall approve Licensee's plans for alteration, such approval not to be unreasonably withheld, conditioned or delayed. JCPS shall signify approval by signing off on the final construction drawings and shall signify disapproval by sending Licensee written notice of such disapproval. Any notice of such disapproval must state with specificity the reasons for JCPS's objections and what Licensee must do to make the drawings approvable by JCPS. JCPS further agrees to cooperate with Licensee so that Licensee can modify the final construction drawings for JCPS's reasonable approval as provided above. JCPS shall have ten (10) days from the date of receipt of final construction drawings or any modified final construction drawings to approve or disapprove of the same or the final construction drawings shall be deemed approved.

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. Licensee (1) accepts the Site and the Structure AS IS, WHERE 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 willful or negligent 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 (including, but not limited to, the installation of emergency power generators) that is necessary for the operation of the Communications Facility. Licensee has installed a separate meter under the Prior Agreement at the Site and shall continue to use said meter and be responsible for all utilities charges used by Licensee.

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 Manager of Real Estate or his designee at the following telephone number: (502) 485-3462.

15. **TAXES AND OTHER CHARGES.** Licensee will pay all taxes and other charges imposed by any federal, state or local authority attributable solely to the Communications Facility. Licensee will not be responsible for payment of any other taxes or charges attributable to the Site or the Structure. If JCPS receives notice of any personal property or real property tax assessment against JCPS, which may affect Licensee and is directly attributable to Licensee's installation, JCPS shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of JCPS and/or Licensee. Further, JCPS shall provide to Licensee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 15.

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:

Property Insurance: coverage for fire, extended coverage, vandalism, and malicious mischief, for not less than ninety percent (90%) of the full replacement cost of the Communications Facility.

Commercial General Liability Insurance: operations hazard, independent contractor hazard, contractual liability and products and completed operations liability, for not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence (bodily injury, personal injury and property damage liability). The limit required above may be satisfied through the combination of primary and excess liability policies. Licensee shall list JCPS as an additional insured on its Commercial General Liability Insurance.

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.

Site Number: 9LV1010A

Site Name: Southern

Certificates of insurance will be delivered to JCPS no later than thirty (30) days after the Effective Date. Licensee shall notify JCPS in writing not less than thirty (30) days before any cancellation.

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 negligent act or omission of Licensee or its agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers, unless caused by the willful or negligent act or omission of JCPS or JCPS' employees, contractors, invitees, tenants or licensees; or

[2] any occurrence caused by Licensee's or Licensee's employees', contractors' or agents' violation of any law, regulation or ordinance applicable to Licensee's or Licensee's employees', contractors' or agents' use of or presence on the Site or the Structure.

18. **ASSIGNMENT BY LICENSEE.** Licensee may assign or sublicense this Agreement to any parent, subsidiary or affiliate of Licensee; any partnership, venture or new corporation formed by Licensee; or any purchaser of substantially all of the assets of Licensee. For purposes of the foregoing provision, "parent, subsidiary or 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. 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.

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 (including without limitation any of Licensee's ground space equipment), the Structure and the Site. If Licensee does not make such repairs within thirty (30) days after receipt of notice from JCPS that such repairs are required (the "**Repairs Notice**"), then JCPS may make the repairs, and Licensee shall pay JCPS on demand JCPS' actual costs of the repairs, plus overhead provided JCPS supplies documentation evidencing said costs. Notwithstanding the foregoing, in the event that Licensee does not agree that such repairs are needed, it shall procure a report, at Licensee's sole cost, made by a licensed engineer to issue a written opinion therein, and shall present such report to JCPS evidencing such engineer's findings within thirty (30) days of the receipt of the Repairs Notice. The parties shall then work together toward a mutually amicable solution taking into account such report.

If emergency repairs are needed to protect persons, or property, or to allow the use of the Site, Licensee shall make such repairs within twenty-four (24) hours after telephone notice to Licensee from the JCPS Manager of Real Estate. If Licensee does not make such repairs within twenty-four (24) hours after such telephone notice has been given, JCPS may

make such repairs at Licensee's expense, plus overhead provided JCPS supplies documentation evidencing said costs.

20. REPAIRS - JCPS' OBLIGATION. JCPS shall, during the term of this Agreement, and at JCPS' expense, keep the Site, the Structure and any improvements located thereon owned or controlled by JCPS in a structurally sound and safe condition subject to the obligations of Licensee for maintenance and repairs to the Communications Facility (including without limitation any of Licensee's ground space equipment) under Section 19 of this Agreement.

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 reasonable wear and tear resulting from Licensee's use of the Site. Licensee will remove the Communications Facility, but the Structure and any improvements made to the Structure that are not part of the Communications Facility 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, any Renewal Payment, any 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 within thirty (30) 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 (a) for more than the cure period (if any) expressly set forth in this Agreement applicable to such failure, or if no such cure period is expressly set forth in this Agreement applicable to such failure (b) for 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 such cure of such failure if Licensee continuously and diligently pursues completion of such 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 seek any remedy available to it at law or in equity, and JCPS may terminate this Agreement upon thirty (30) days prior written notice to Licensee, in which event Licensee will immediately surrender the Site to JCPS.

Notwithstanding anything in this Agreement to the contrary, if JCPS is in breach of any 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 the cure of such

failure if JCPS continuously and diligently pursues completion of such cure, Licensee may upon thirty (30) days prior written notice to JCPS 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.

24. COVENANTS AND WARRANTIES. JCPS warrants that JCPS owns fee simple title, or has a leasehold interest, or has a valid license, to the Site and has rights of access thereto.

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' 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 without the necessity of obtaining prior consent.

“**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.

Except where caused by the acts of JCPS or its employees, contractors or agents, Licensee agrees to defend, indemnify and hold harmless JCPS, from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, “**Claims**”) including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that JCPS may suffer or incur due to the existence of any Environmental Hazards on the Property or the migration of any Environmental Hazards to other properties or the release of any Environmental Hazards into the environment (collectively, “**Actions**”), that relate to or arise from the Licensee's (or Licensee's employees', contractors, or agents') activities on the Property. This Section 25 shall survive the termination or expiration of this Agreement.

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, but only upon the condition that any such mortgagee, beneficiary or trustee expressly agrees not to disturb the rights of Licensee under this Agreement.

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: Franklin Jones,
Manager of Real Estate

LICENSEE:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No.: 9LV1010A

with a copy to:

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

33. **GOVERNING LAW.** This Agreement is governed by the laws of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the courts, state or federal, within Jefferson County, Kentucky, and each party expressly waives the right to bring any legal action or claims in any other courts.

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' 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 sixty (60) days thereafter, any equipment remaining at the Site shall be deemed abandoned, JCPS' 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. **REQUIRED CONSENTS.** JCPS represents and warrants that JCPS has obtained all required consents in connection with entering into this Agreement (including, without limitation, all master landlord, lender and secured party consents, if applicable). If any other consent, authorization or approval of JCPS is required or requested by Licensee from time to time under the Agreement, such approval, consent or authorization shall not be unreasonably withheld, conditioned or delayed.

37. **RECORDING OF DOCUMENTS.** JCPS agrees to cooperate with the recording of a Memorandum of Agreement requested by Licensee under Section 38 (together with such changes and exhibits therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located. Licensee agrees to cooperate with the recording of a release of any Memorandum of Agreement requested by JCPS under Section 38 (together with such changes and exhibits therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located.

38. **MISCELLANEOUS.** Upon the written request of Licensee, JCPS shall promptly execute and deliver to Licensee a recordable Memorandum of Agreement in the form reasonably acceptable to Licensee and JCPS. Upon the termination or expiration of this Agreement and upon written request of JCPS, Licensee shall promptly execute and deliver to JCPS a recordable release of any Memorandum of Agreement recorded pursuant to the immediately preceding sentence, in the form reasonably acceptable to JCPS. 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 rent amount and whether any rent has been paid in advance.

IN TESTIMONY WHEREOF, witness the signatures on behalf of each of the parties to this Communications Facility Space License Agreement effective as of the Effective Date, as defined above.

“JCPS”:

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

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

Date: _____

“LICENSEE”:

POWERTEL/MEMPHIS, INC., a Delaware corporation

By:  _____

Name: Michael Bloom
Director, Engineering & Operations

Title: _____

Date: 3/29/17



EXHIBIT A
SITE DESIGNATION FORM

LICENSEE: PowerTel/Memphis, Inc. ("T-Mobile")

DESCRIPTION OF THE SITE: The Site is (i) an old tower located in the of Southern High School on which T-Mobile and at least Sprint are currently collocated on and (ii) certain ground space beneath and surrounding such tower to be used by Licensee as described in the detailed plans attached hereto and incorporated herein as **Exhibit B**. This Agreement is to extend the term and replace the Prior Agreement made pursuant to Proposal No. M-965-5656.

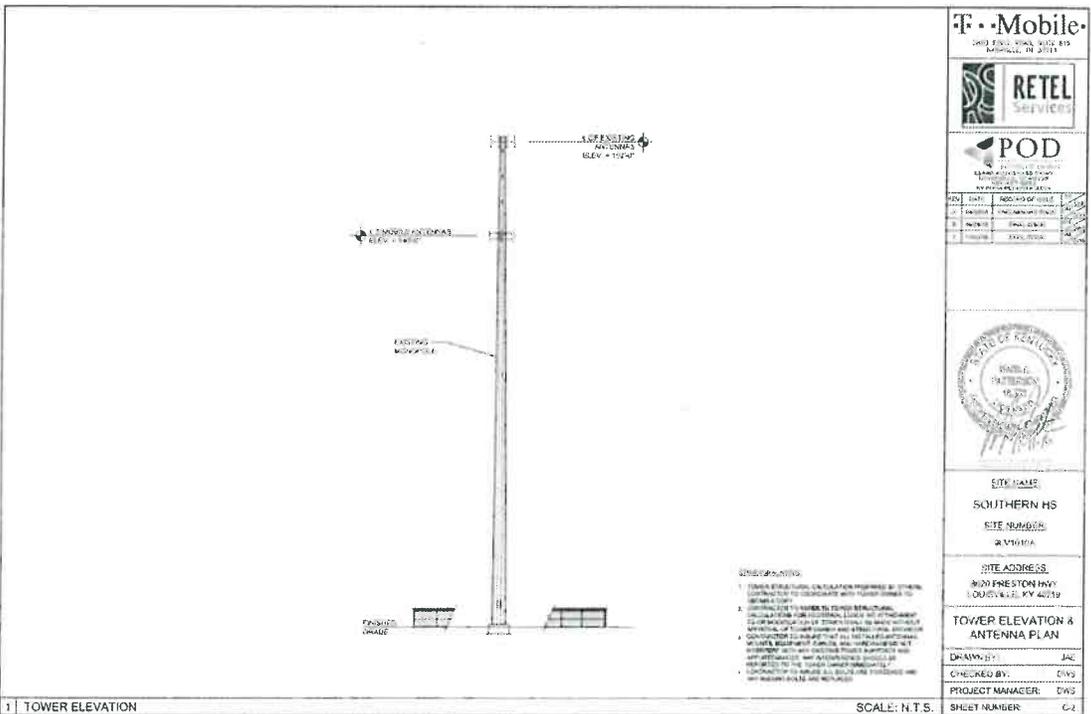
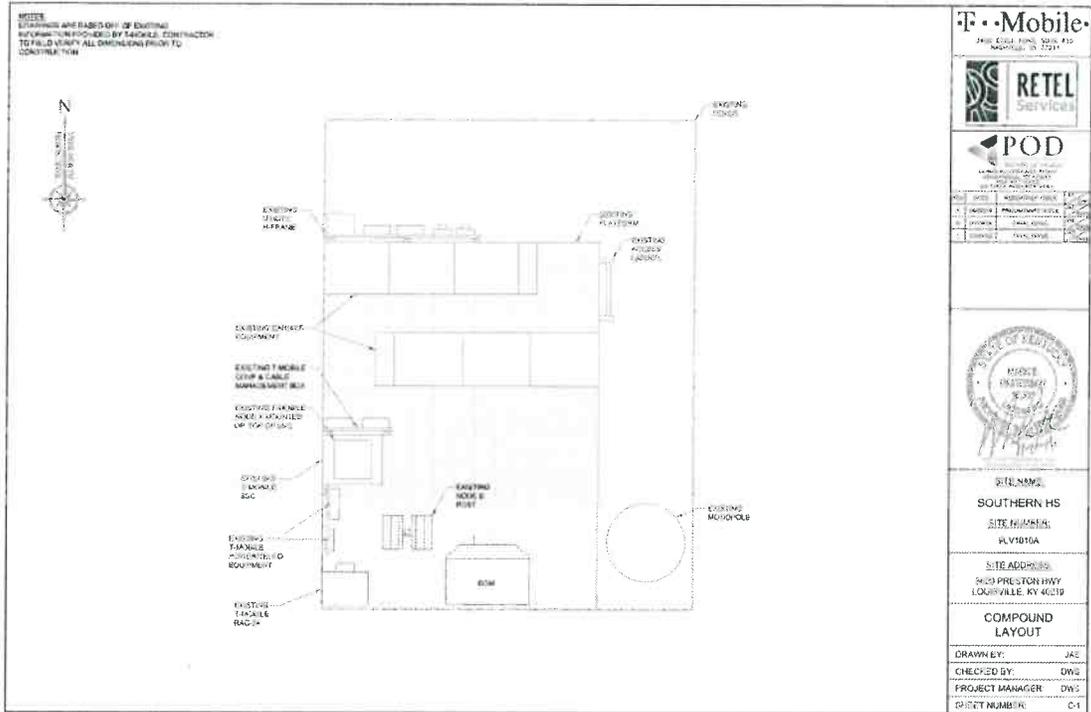
STRUCTURE LOCATED ON THE SITE TO BE USED BY LICENSEE: This is a 110' Self-Support Tower no longer being used by Southern High School and has had T-Mobile's equipment installed on it for over ten (10) years.

COMMUNICATIONS FACILITY TO BE PLACED IN OR ON THE STRUCTURE: As of the Effective Date of this Agreement, the Communications Facility consists of equipment placed on the Structure pursuant to the Prior Agreement. The Communications Facility under this Agreement shall consist of the equipment described in the detailed plans attached hereto and incorporated herein as **Exhibit B**. In addition to the right to place such equipment on the Structure, T-Mobile shall have the right to use ground space reasonably necessary for placement and operation of T-Mobile's equipment, as described in the detailed plans of such equipment and ground space attached hereto and incorporated herein as **Exhibit B**.

ANNUAL FEE: Twenty Thousand Dollars (**\$20,000.00**) per year, subject to the following conditions: (1) the Annual Fee shall escalate by Three percent (3%) annually on the anniversary of the Effective Date of this Agreement, and (2) notwithstanding the above, Licensee shall also pay JCPS the Initial Payment of Two Thousand Five Hundred Dollars (**\$2,500.00**) payable within thirty (30) days from the Effective Date of this Agreement, and a Two Thousand Five Hundred Dollar (**\$2,500.00**) Renewal Payment upon the first day of every five (5) year Renewal Term. These payments will be passed on to Southern High School as a donation to be spent on educational activities.

EXHIBIT B
EQUIPMENT AND GROUND SPACE PLAN

[attached hereto]



Site Number: 9LV1010A
 Site Name: Southern



SITE NAME:
SOUTHERN HS

SITE NUMBER:
9LV1010A

SITE ADDRESS:
4000 PRESTON HWY
LOUISVILLE, KY 40219

TOWER LOADING CHART

DRAWN BY: JJE
CHECKED BY: DWS
PROJECT MANAGER: DWS
SHEET NUMBER: C-3

TOWER EQUIPMENT - WIND, DUNG, NO. 02710, ALL GUY CONFIGURATION - DAY 02/16/2015

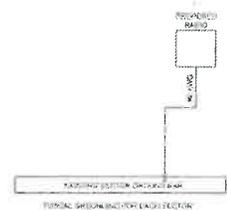
STATUS	POSITION	ANTENNA ANGLE	HEIGHT	WIND LOAD	ASSIGNED	TWR MODEL	TOWER TYP	OWNER
GUY	A1	180.00 (0.0)	0	140	0.00 (0.0)	---	E-1 (TOWER) (0.0)	SOUTHERN HS (0.0)
	A2	180.00 (0.0)	0	140	0.00 (0.0)	---		
	A3	180.00 (0.0)	0	140	0.00 (0.0)	---		
M/B	M1	180.00 (0.0)	100	140	0.00 (0.0)	---	E-1 (TOWER) (0.0)	SOUTHERN HS (0.0)
	M2	180.00 (0.0)	100	140	0.00 (0.0)	---		
	M3	180.00 (0.0)	100	140	0.00 (0.0)	---		
BASE	B1	180.00 (0.0)	140	140	0.00 (0.0)	---	E-1 (TOWER) (0.0)	SOUTHERN HS (0.0)
	B2	180.00 (0.0)	140	140	0.00 (0.0)	---		
	B3	180.00 (0.0)	140	140	0.00 (0.0)	---		

- NOTES:**
1. THE CLIENT FOR THIS PROJECT HAS REQUESTED THAT THE FINAL TOWER LOADS BE PROVIDED TO THE CLIENT.
 2. ALL TOWER AND GUY LOADS ARE BASED ON THE WIND SPEED AND DIRECTION AS SPECIFIED IN THE PROJECT DESCRIPTION.
 3. WIND SPEEDS ARE BASED ON THE WIND SPEED AS SPECIFIED IN THE PROJECT DESCRIPTION.
 4. WIND DIRECTION IS BASED ON THE WIND DIRECTION AS SPECIFIED IN THE PROJECT DESCRIPTION.
 5. ALL TOWER AND GUY LOADS ARE BASED ON THE WIND SPEED AND DIRECTION AS SPECIFIED IN THE PROJECT DESCRIPTION.

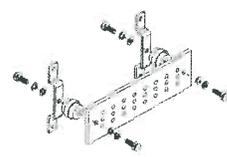
WIND, DUNG, NO. 02710, ALL GUY TOWER LOADING SUMMARY

WIND DIRECTION	WIND SPEED	WIND ANGLE	WIND	DUNG
4	3	180.00 (0.0)	0	0
8	3	180.00 (0.0)	0	0
12	3	180.00 (0.0)	0	0
16	3	180.00 (0.0)	0	0
20	3	180.00 (0.0)	0	0
24	3	180.00 (0.0)	0	0
28	3	180.00 (0.0)	0	0
32	3	180.00 (0.0)	0	0
36	3	180.00 (0.0)	0	0
40	3	180.00 (0.0)	0	0
44	3	180.00 (0.0)	0	0
48	3	180.00 (0.0)	0	0
52	3	180.00 (0.0)	0	0
56	3	180.00 (0.0)	0	0
60	3	180.00 (0.0)	0	0
64	3	180.00 (0.0)	0	0
68	3	180.00 (0.0)	0	0
72	3	180.00 (0.0)	0	0
76	3	180.00 (0.0)	0	0
80	3	180.00 (0.0)	0	0
84	3	180.00 (0.0)	0	0
88	3	180.00 (0.0)	0	0
92	3	180.00 (0.0)	0	0
96	3	180.00 (0.0)	0	0
100	3	180.00 (0.0)	0	0

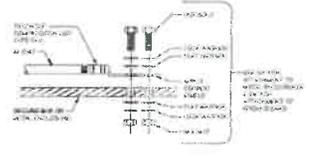
1 | TOWER LOADING CHART



1 | RF EQUIPMENT GROUNDING SCHEMATIC SCALE: N.T.S.

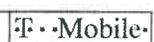


2 | GROUND BAR DETAIL SCALE: N.T.S.



3 | GROUNDING CONNECTIONS SCALE: N.T.S.

GROUNDING CONNECTIONS		GROUNDING CONNECTIONS	
	GROUNDING CONNECTION		GROUNDING CONNECTION
	GROUNDING CONNECTION		GROUNDING CONNECTION
	GROUNDING CONNECTION		GROUNDING CONNECTION



SITE NAME:
SOUTHERN HS

SITE NUMBER:
9LV1010A

SITE ADDRESS:
4000 PRESTON HWY
LOUISVILLE, KY 40219

GROUNDING DETAILS

DRAWN BY: JJE
CHECKED BY: DWS
PROJECT MANAGER: DWS
SHEET NUMBER: C-4

Site Number: 9LV1010A
Site Name: Southern

Page 1 of 12

9LV1010A_1_1706

Section 1 - Site Information

Equipment	Location	Notes
Antenna	Antenna	
Power Supply	Power Supply	
Control Unit	Control Unit	
...

Section 2 - Existing Equipment Images

http://img.mobilereis.com/DesktopModules/143825 6/24/2016

T-Mobile
SHEET NUMBER: 9LV1010A

RETEL Services

POD

SITE NAME:
SOUTHERN HS

SITE NUMBER:
9LV1010A

SITE ADDRESS:
**9020 PRESTON HWY
LOUISVILLE, KY 40293**

RFDS

DRAWN BY: JAE
CHECKED BY: DWG
PROJECT MANAGER: DWG
SHEET NUMBER: RFDS-1

EXISTING CONFIGURATION

Page 2 of 12

http://img.mobilereis.com/DesktopModules/143825 6/24/2016

PROPOSED CONFIGURATION

Page 3 of 12

Section 1 - Proposed Equipment Images

http://img.mobilereis.com/DesktopModules/143825 6/24/2016

T-Mobile
SHEET NUMBER: 9LV1010A

RETEL Services

POD

SITE NAME:
SOUTHERN HS

SITE NUMBER:
9LV1010A

SITE ADDRESS:
**9020 PRESTON HWY
LOUISVILLE, KY 40293**

RFDS

DRAWN BY: JAE
CHECKED BY: DWG
PROJECT MANAGER: DWG
SHEET NUMBER: RFDS-2

Site Number: 9LV1010A
Site Name: Southern

Page 3 of 12

9LV1010A_1.1_L790

Section 3 - BARE Equipment

Equipment	1	2	3	4
Antenna				
...				

6/26/2014

Page 4 of 12

9LV1010A_1.1_L790

Equipment	1	2	3	4
...				

DRAFT

6/26/2014

T-Mobile
340 GILL ROAD, SUITE 400
ASHLAND, KY 40014

RETEL Services

POD
PROFESSIONAL OFFERING DOCUMENT

SITE NAME:
SOUTHERN HS

SITE NUMBER:
9LV1010A

SITE ADDRESS:
**803 PRESTON HWY
LOUISVILLE, KY 40210**

RFDS

DRAWN BY: JAC
CHECKED BY: DWS
PROJECT MANAGER: DWS
SHEET NUMBER: RFDS-3

Page 7 of 12

9LV1010A_1.1_L790

Section 3 - All Equipment

Equipment	1	2	3	4
Antenna				
...				

6/26/2014

Page 8 of 12

9LV1010A_1.1_L790

Equipment	1	2	3	4
...				

6/26/2014

T-Mobile
340 GILL ROAD, SUITE 400
ASHLAND, KY 40014

RETEL Services

POD
PROFESSIONAL OFFERING DOCUMENT

SITE NAME:
SOUTHERN HS

SITE NUMBER:
9LV1010A

SITE ADDRESS:
**803 PRESTON HWY
LOUISVILLE, KY 40210**

RFDS

DRAWN BY: JAC
CHECKED BY: DWS
PROJECT MANAGER: DWS
SHEET NUMBER: RFDS-4

Site Number: 9LV1010A
Site Name: Southern

Page 4 of 12

9LV1010A_1-1,170

http://105.100.100.100/Assets/Data/Draw/DrawSheet/11429523 6/23/2016

Page 10 of 12

9LV1010A_1-1,170

http://105.100.100.100/Assets/Data/Draw/DrawSheet/11429523 6/23/2016

JACOBI, SMITH & ASSOCIATES, INC.
REGISTERED PROFESSIONAL ENGINEERS

SHEET NO. 11429523
 SHEET TITLE: RETEL SERVICES
 PROJECT NO. 11429523
 PROJECT NAME: SOUTHERN HS
 PROJECT ADDRESS: 803 PRESTON HWY, LOUISVILLE, KY 40219

SITE NAME:
SOUTHERN HS

SITE NUMBER:
9LV1010A

SITE ADDRESS:
**803 PRESTON HWY
LOUISVILLE, KY 40219**

RFDS

DRAWN BY: JAE
 CHECKED BY: EWS
 PROJECT MANAGER: EWS
 SHEET NUMBER: RFDS 4

Page 11 of 12

9LV1010A_1-1,170

http://105.100.100.100/Assets/Data/Draw/DrawSheet/11429523 6/23/2016

Page 12 of 12

9LV1010A_1-1,170

http://105.100.100.100/Assets/Data/Draw/DrawSheet/11429523 6/23/2016

JACOBI, SMITH & ASSOCIATES, INC.
REGISTERED PROFESSIONAL ENGINEERS

SHEET NO. 11429523
 SHEET TITLE: RETEL SERVICES
 PROJECT NO. 11429523
 PROJECT NAME: SOUTHERN HS
 PROJECT ADDRESS: 803 PRESTON HWY, LOUISVILLE, KY 40219

SITE NAME:
SOUTHERN HS

SITE NUMBER:
9LV1010A

SITE ADDRESS:
**803 PRESTON HWY
LOUISVILLE, KY 40219**

RFDS

DRAWN BY: JAE
 CHECKED BY: EWS
 PROJECT MANAGER: EWS
 SHEET NUMBER: RFDS 5

Site Number: 9LV1010A
 Site Name: Southern

EXHIBIT C
SPECIFICATIONS

The Jefferson County Public Schools wish to receive sealed bids for the license of the right to use space on our existing communication towers or similar structures. 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 contract(s) will be awarded to the highest responsible bidder(s) meeting all specifications and conditions, and subject to all other provisions of this invitation to bid. This bid may be awarded to multiple vendors.

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 One Hundred Fifty (150) towers 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 lease or 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.

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 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 bidders (s).

61484929.10

After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No. 9LV1010A

APN: 065100730000

MEMORANDUM OF LICENSE AGREEMENT

A **JEFFERSON COUNTY PUBLIC SCHOOL SYSTEM COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT** dated _____ 2017, (the “Agreement”) by and between **BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY** (“JCPS”), and **POWERTEL/MEMPHIS, INC.**, a Delaware corporation, successor-in-interest to Powertel/Kentucky, Inc. (together with its successors and permitted assigns, “Licensee”), was made regarding a portion of the following property:

See attached Exhibit A incorporated herein.

The Agreement is for a term of (5) years, commencing on _____, 2017. Licensee shall have the right to extend this Agreement for three (3) additional and successive five-year terms unless Licensee provides written notice of nonrenewal to JCPS at least sixty (60) days before the end of the initial term or before the end of such successive term.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have respectively executed this Memorandum of License Agreement effective as of the date of the last party to sign this Memorandum of License Agreement.

JCPS:

BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY,
a political subdivision of the Commonwealth of Kentucky operating under the name Jefferson County Public Schools

By: _____
Donna Hargens Ed.D., Superintendent

Date: _____

COMMONWEALTH OF KENTUCKY)

) : SS

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed and sworn to before me this _____ day of _____ 2017, by Donna Hargens Ed.D., as Superintendent of Board of Education of Jefferson County, Kentucky, a political subdivision of the Commonwealth of Kentucky operating under the name Jefferson County Public Schools, on behalf of the political subdivision.

My commission expires: _____.

Notary Public

[AFFIX NOTARIAL SEAL]



EXHIBIT A
Memorandum of License Agreement
Legal Description

The Property is legally described as follows:

Commencing at the Northeast corner of the property conveyed to Jefferson County School District Finance Corporation, being Parcel No. 70 of Southern High School and recorded in Deed Book 7472, Page 643 in the Office of the Clerk of the Jefferson County, Kentucky; thence along North property line of said Jefferson County School District Finance Corporation property S 77°49'55" E, passing and iron pin at 538.97', in all 953.31' to a set iron rod with a cap stamped "FSTAN 3282"; thence traversing said property S 12°10'05" W – 279.75' to a set iron rod with a cap stamped "FSTAN 3282", and being the True Point of Beginning of the License Area; thence S 00°09'15" W – 11.53' to a set iron rod with a cap stamped "FSTAN 3282"; thence N 89°50'45" W – 17.75' to a set iron rod with a cap stamped "FSTAN 3282"; thence N 00°09'15" E – 11.47' to a set iron rod with a cap stamped "FSTAN 3282"; thence N 89°58'41" E – 17.75' to the point of beginning, containing 204.2 square feet as per survey by Frank L. Sellinger, II with FStan Land Surveyors November 03, 2016.

61563563.2

Site Number: 9LV1010A
Site Name: Southern