

JEFFERSON COUNTY PUBLIC SCHOOL SYSTEM
COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT

THIS COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT (this "Agreement") is entered into as of as of the latter of the signature dates below (the "Effective Date") between the Board of Education of Jefferson County, Kentucky, operating under the name Jefferson County Public Schools ("JCPS") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee").

RECITALS

JCPS and BellSouth Mobility ("BellSouth") entered into that certain Agreement for Use of Tower Space dated July 1, 2000, as amended (the "Prior Agreement"), pursuant to which JCPS licensed to BellSouth the right to use certain facility space for the placement of the Communications Facility (as defined below) on the Structure (as defined below), together with all rights and privileges arising in connection therewith, located at the Site (as defined below). Licensee is successor in interest to BellSouth and has been operating at the Site pursuant to the terms of the Prior Agreement. The Prior Agreement has since expired and the parties are continuing to operate under the Prior Agreement in a hold-over arrangement. The parties wish to terminate the Prior Agreement and execute this Agreement to permit Licensee to continue to use a portion of the Site in connection with its federally licensed communications business. Licensee desires to continue, and JCPS desires to grant to Licensee the right to continue, to use a portion of the Site in accordance with this Agreement.

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 and made part hereof. In the event of a conflict between the terms of this Agreement and the terms of the Specifications, this Agreement shall govern and control.

Licensee desires to accept the Proposal and to use the space at the site (the "Site") described on the Site Designation Form attached as Exhibit A to this Agreement 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 a portion of 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"). The space on the Structure and certain ground space on the Site to be used by Licensee shall be collectively referred to herein as the "Premises."

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 Premises. During the term of this Agreement, JCPS agrees to comply with all Laws applicable to JCPS's ownership, and/or rights of 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 BellSouth's original installation, as long as the existing radio frequency user(s) operate and continue to operate 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) causes technical interference problems with the Communications Facility (as long as Licensee operates and continues to operate in accordance with all applicable laws and regulations) 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, and if such interference does not cease within such forty-eight (48) hour period, continue to diligently pursue the ceasing of such interference until such interference has been corrected.

4. **COOPERATION.** JCPS agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises 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 (and approved by JCPS if such Government Approval will impact the Site) for its use of the Premises, including without limitation applications for 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 Premises.

5. **TERM.** The initial term of this Agreement is five (5) years commencing on the Effective Date. The term will renew automatically for one (1) additional five (5) year renewal term, unless JCPS or Licensee provides written notice of nonrenewal to the other party at least one hundred 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.** 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 BellSouth's original installation, as long as such equipment operates and continues to operate 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 more than thirty (30) 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 on the Site, this Agreement shall be cancelled one hundred eighty (180) days after notice from JCPS to Licensee, and the prorated Annual Fee for the remainder of the year of the term in which this Agreement is cancelled pursuant to this sentence 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 (the "Relocation Premises"), 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 Relocation Premises, in a manner and at such times approved by JCPS and such other licensees (if any). Any equipment owned by Licensee or JCPS shall be transferred to the Relocation Premises at Licensee's sole expense. If the location of the Relocation Premises is agreed upon, this Agreement shall not be cancelled (as set forth above), and shall be amended to reflect that the Premises is replaced by the Relocation Premises. During the relocation of the Structure and Communications Facility to the Relocation Premises, JCPS agrees to permit Licensee to place temporary transmission and reception facilities on the Site at a location and in a manner approved by JCPS, until such time as Licensee is able to activate its equipment at the Relocation Premises. The parties agree that such relocation will not unreasonably result in unreasonable interruption of the communications service of Licensee on the Site, and such relocation will not unreasonably impair the quality of communications service provided by Licensee on and from the Site.

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 Premises, (2) it is determined by a court of competent jurisdiction that JCPS does not own or control the Site, (3) any portion of the Premises 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 Premises 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 on the Effective Date, or the first day of the month following the Effective Date if the Effective Date does not fall on the first day of a month (the "Fee Commencement Date"), and again on the first day of the renewal term. The Annual Fee is due within fifteen (15) days of the Fee Commencement Date and on each anniversary of the Fee 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 Premises 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 Premises, 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 detailed plans for the necessary equipment and ground space, including any necessary utility easements. The plans for the use of such 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 (subject to the terms and conditions of this Agreement) to make such alterations to the Communications Facility in order to ensure that the Communications Facility complies with all applicable federal, state or local laws, rules or regulations.

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. After JCPS's (i) failure to respond in writing to Licensee's proposed Plans within thirty (30) 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 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. Licensee maintains the right to perform routine maintenance, repairs, replacements and upgrades to the Communications Facility without JCPS approval.

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 Premises 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 Premises 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 Facility. 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 prior written 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 Manager of Real Estate or his designee at (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 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. Licensee shall not be responsible for 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 promptly upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. 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 in order to prevent a foreclosure sale of the Site, 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 and, in addition, a copy of any such notices shall be sent to the following address:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration – Taxes
Re: Cell Site # LS1099; Cell Site Name: Beargrass (KY)
Fixed Asset Number: 10021070
575 Morosgo Drive NE
Atlanta, GA 30324

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 gross negligence 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 Effective Date. Licensee shall notify JCPS in writing not less than thirty (30) days before any cancellation or non-renewal of any required coverage that is not replaced.

Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement.

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 (collectively, "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 foregoing indemnity obligations or as otherwise set forth 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 Premises 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 in form and substance acceptable to JCPS, 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 (including without limitation any of Licensee's ground space equipment) 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 Premises.

If emergency repairs are needed to protect persons, or property, or to allow the use of the Premises, Licensee shall make such repairs within twenty-four (24) hours after notice to Licensee from the JCPS Manager of Real Estate. 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, and Licensee shall pay JCPS within thirty (30) days after notice of JCPS' actual costs of the repairs.

20. REPAIRS - JCPS'S OBLIGATION. JCPS shall, during the term of this Agreement, and at JCPS's expense, keep the Premises, the Structure and any other improvements located thereon owned and/or leased by JCPS in a structurally sound and safe condition, other than any maintenance and repairs to the Communications Facility (including without limitation any of Licensee's ground space equipment), the Premises and the Structure that are the responsibility of Licensee under Section 19 of this Agreement.

21. SURRENDER OF PREMISES. 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 Premises. 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; (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 Premises 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 or diligently pursue the resolution of an interference problem as required by Section 3 hereof Licensee shall have any and all rights available to it under law and equity. 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, and JCPS fails to continuously and diligently pursue completion of a cure after such thirty (30) day cure period, then Licensee (i) shall have the right to cure JCPS' breach, (ii) shall have any and all other rights available to it under law and equity and (iii) may upon written notice terminate this Agreement.

23. QUIET ENJOYMENT. JCPS covenants and warrants that Licensee will have the quiet and peaceful use and enjoyment of the Premises for the purposes described in this Agreement, subject to the provisions of this Agreement, during the term of this Agreement, without ejection by any persons claiming rights under JCPS (subject to the provisions of this Agreement).

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) subject to Section 26, if the Site is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, JCPS will make commercially reasonable

efforts to provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement ("SNDA") executed by JCPS and the holder of such security interest substantially in the form of Exhibit D attached hereto.

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 Premises, or any environmental, health or safety condition or matter relating to the Premises, that, in Licensee's reasonable determination, renders the condition of the Premises unsuitable for Licensee's use, or if Licensee believes that the licensing or continued licensing of the Premises would expose Licensee to undue risks of liability to a government agency or third party, and such condition was not caused or contributed to by Licensee, 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
VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218
Attention: Franklin Jones
Manager of Real Estate

Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # LS1099
Cell Site Name: BEARGRASS
Fixed Asset No.: 10021070
575 Morosgo Drive NE
Atlanta, GA 30324

with a copy to:

Wyatt, Tarrant & Combs, LLP
500 W. Jefferson Street
Louisville, KY 40202, Suite 2800
Attention: Frank J. Mellen
Attention: R. Benjamin Straus

with a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # LS1099
Cell Site Name BEARGRASS
Fixed Asset No.: 10021070
208 S. Akard Street
Dallas, TX 75202-4206

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. The copy sent to each party's legal counsel is an administrative step which alone does not constitute legal notice.

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'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 thirty (30) 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) Upon the expiration or termination of this Agreement and the written request of JCPS, Licensee shall promptly execute and deliver to JCPS a recordable release of such Memorandum of Agreement and SNDA (defined above) (if such Memorandum of Agreement and/or SNDA has been recorded in the land records) and each in a form and with content acceptable to JCPS; (c) 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 fees have been paid in advance.

37. TERMINATION OF PRIOR AGREEMENT. The terms of the Prior Agreement have expired and the Prior Agreement has continued in a hold-over status. Upon the full execution of this Agreement the parties acknowledge and agree that the Prior Agreement shall be fully terminated on the Effective Date as if the termination were the date originally fixed in the Prior Agreement for the expiration of the term. Notwithstanding any other provisions of

the Prior Agreement, the terms of this Agreement shall control and the Prior Agreement shall have no further force and effect.

38. CASUALTY. JCPS will provide notice to Licensee of any fire or other casualty event affecting the Premises within forty-eight (48) hours of when JCPS becomes aware of such casualty event. If any part of the Communications Facility or Premises is damaged by such casualty event as to render the Premises unsuitable, in JCPS's and Licensee's reasonable determination, then Licensee may terminate this Agreement (referred to in this Section 38 as the "Termination Right") by providing written notice to JCPS within fifteen (15) days after the date of such casualty or other harm, 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 under Licensee's insurance policy for damage to the Communications Facility on account thereof and, subject to the next sentence in this Section 38, 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 if JCPS approves of the location, manner and times of the installation of such facilities and 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 the payment by Licensee to JCPS of license fees as set forth in this Agreement. If Licensee does not exercise the Termination Right, and 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 (at a location and in a manner reasonably acceptable to JCPS) 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 Licensee does not exercise the Termination Right, and 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, and this Agreement shall be terminated effective as of the date of such casualty or harm.

39. 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 Premises 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 Premises, within ten (10) days of such transfer, JCPS or its successor shall send the documents listed below in this subsection (b) to Licensee. Until Licensee receives all such documents, Licensee shall be entitled to defer payments that become due and payable under this Agreement after the date of such transfer, and shall make all such payments within ten (10) days of receipt of all such documents:

- 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. Completed and Signed AT&T Payment Direction Form
- vi. Full contact information for new licensor including phone number(s)

(c) JCPS agrees not to sell any areas of the Site for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Licensee's permitted use or communications equipment as reasonably determined by radio propagation tests performed by Licensee.

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. RENTAL STREAM OFFER. If at any time after the date of this Agreement, JCPS receives a bona fide written offer, that JCPS desires to accept, from a third party, other than the Jefferson County School District Finance Corporation, 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 license fee 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.

42. 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: _____

Name: Dr. Martin A. Pollio, Ed.D.

Title: Acting Superintendent

**NEW CINGULAR WIRELESS PCS, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY**

By: AT&T Mobility Corporation

Its: Manager

By: 

Print Name: KATHERINE MENDENHALL

Title: AREA MANAGER

Date: 8/2/17

Attachments:

Exhibit A – Site Designation Form

Exhibit B – Plans for Ground Space

Exhibit C – Specifications

Exhibit D – Form of SNDA

Exhibit E – Form of Memorandum of Agreement

EXHIBIT A

SITE DESIGNATION FORM

LICENSEE: New Cingular Wireless PCS, LLC, a Delaware limited liability company

DESCRIPTION OF THE SITE: 2561 Grinstead Drive, Louisville, KY 40206

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

Parcel No. 1

Portion of Barret Middle (Parent and Tower Parcel)

Beginning on the East side of Peterson Avenue, 1048-1/2 feet South of Payne Street; running thence Eastwardly, parallel with Payne Street, 227 feet 10 inches; thence Northwardly, parallel with Peterson Avenue, and with the East line of the alley established in Deed Book 770, Page 309, in the Office of the Clerk of Jefferson County, Kentucky, 185 feet; thence Eastwardly to a point which is 130 feet West of Galt Avenue as measured on a line at right angles to Galt Avenue, and which point is 259-73/100 feet South of Rowland Avenue as measured on a line parallel with Galt Avenue; thence Southwardly parallel with Galt Avenue, 200 feet; thence Eastwardly on a line at right angles to Galt Avenue, 130 feet to the West line of Galt Avenue; thence Southwardly with the West line of Galt Avenue, 499-55/100 feet to the North line of Grinstead Drive; thence with the North line of Grinstead Drive, Westwardly 579-4/10 feet to Peterson Avenue; thence with the East line of Peterson Avenue, Northwardly 438-79/100 feet to the beginning.

Excepting, however, so much of said property as lies within the alleyway established in Deed Book 739, Page 181 and in Deed Book 770 Page 309, in the Office aforesaid.

Being Site B acquired by City of Louisville, Kentucky, by Deed dated October 23, 1972, of record in Deed Book 4580, Page 526, in the Office aforesaid.

Parcel ID #071B0001-0000 and 071B0001-TEL1

STRUCTURE LOCATED ON THE SITE TO BE USED BY LICENSEE:

As of the date of execution of this Agreement, the Structure to be used by Licensee is the existing tower structure used by BellSouth under the Prior Agreement. In addition, the rights granted to Licensee will include the right to use certain ground space reasonably necessary for placement and operation of Licensee's equipment and facilities. Licensee shall provide detailed plans for the necessary equipment and ground space, including any necessary utility easements. The plans for the use of ground space shall depict the ground space and shall be attached hereto and incorporated herein as Exhibit B and shall be subject to approval by JCPS, which shall not be unreasonably withheld, conditioned or delayed.

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 BellSouth under the Prior Agreement. 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 Structure, 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 Fee Commencement Date and again 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]

The plans for the ground space near the Structure used by Licensee for placement and operation of Licensee's equipment and facilities is attached hereto as Exhibit B. In the event there is a change needed by Licensee to such equipment and facilities, Licensee shall provide detailed plans for the necessary equipment and ground space, including any necessary utility easements, to be approved by JCPS, which shall not be unreasonably withheld, conditioned or delayed. After approval, said plans for ground space shall be attached hereto as Exhibit B.

Attachment:

Plans for Ground Space

SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR AN EQUIPMENT UPGRADE ON AN EXISTING 93 FOOT SMOKESTACK. ITS LOCATION IS AT 2561 GRINSTEAD DR, LOUISVILLE, KY 40206.
2. THE TOWER WILL BE ACCESSED BY AN EXISTING STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (GRINSTEAD DR) WHICH IS A PUBLIC RIGHT-OF-WAY. THE ACCESS ROAD IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LOCAL HIGHWAY DEPARTMENT OF TRANSPORTATION STANDARDS. WATER, SANITARY SEWER AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.
3. CENTERLINE OF EXISTING TOWER GEOGRAPHIC LOCATIONS
 LATITUDE: 38° 14' 59.42" N
 LONGITUDE: 85° 44' 46.82" W

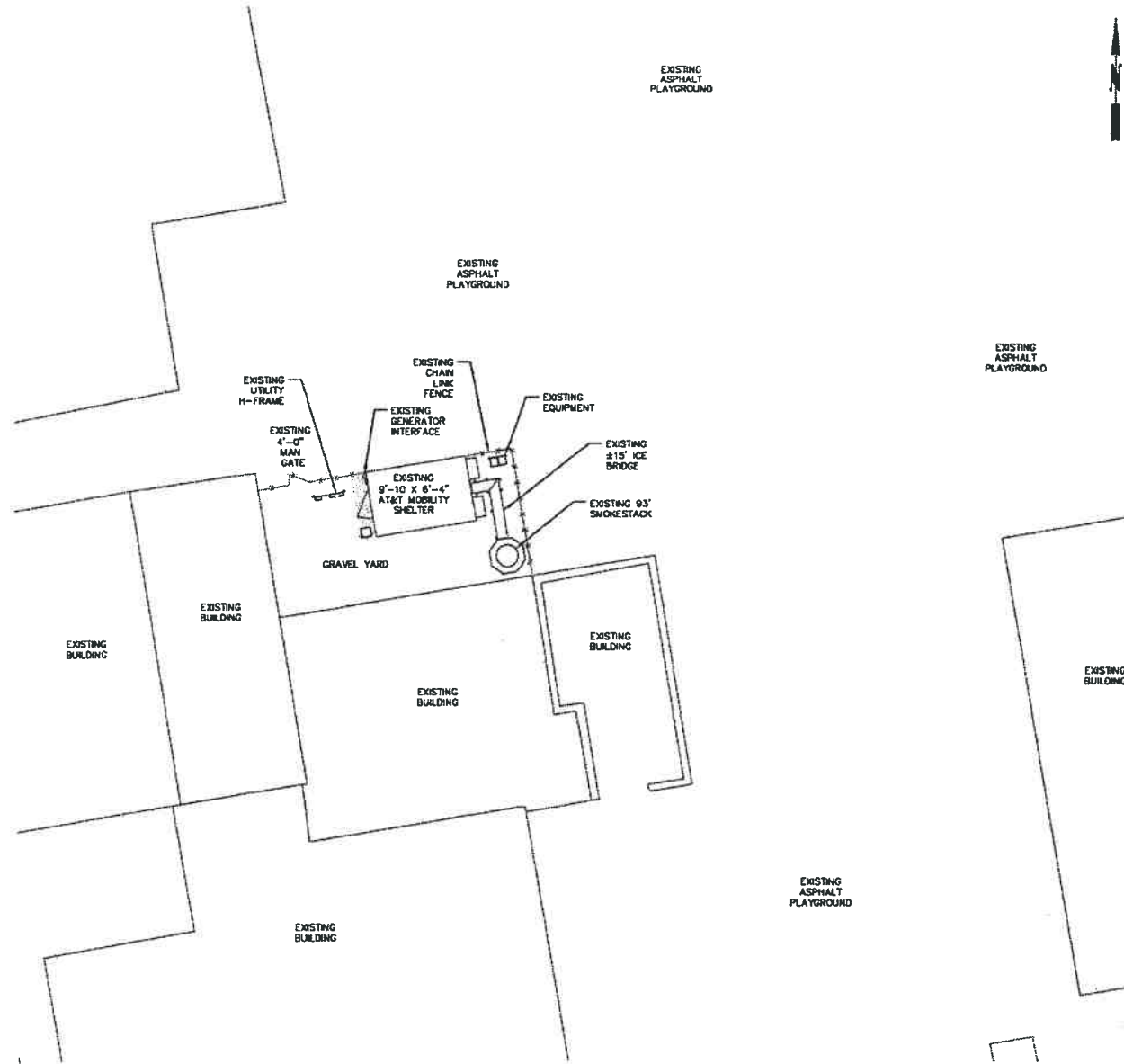
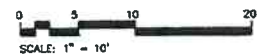
UNDERGROUND UTILITIES

CALL 2 WORKING DAYS
BEFORE YOU DIG
 INDIANA 1-800-382-5544
 KENTUCKY 1-800-752-6007
 OR DIAL 811
 UTILITIES PROTECTION SERVICE
 NON-MEMBERS MUST CALL DIRECTLY

LEGEND

- OHE — EXISTING OVERHEAD ELECTRIC
- OHT — EXISTING OVERHEAD TELEPHONE
- UGE — EXISTING UNDERGROUND ELECTRIC
- UGT — EXISTING UNDERGROUND TELEPHONE
- UGE — PROPOSED UNDERGROUND ELECTRIC
- UGT — PROPOSED UNDERGROUND TELEPHONE
- F — FENCE LINE
- P — POWER POLE
- T — TELEPHONE PEDESTAL
- V — WATER VALVES
- H — FIRE HYDRANTS
- B — BOLLARDS

GRAPHIC SCALE



Mastec

BTM Engineering, Inc.
 COMPLETE ENGINEERING, LANDSCAPE ARCHITECT,
 2000 TATUM SPRING DRIVE
 LOUISVILLE, KY 40206
 PHONE (502) 439-8427
 FAX (502) 499-8427



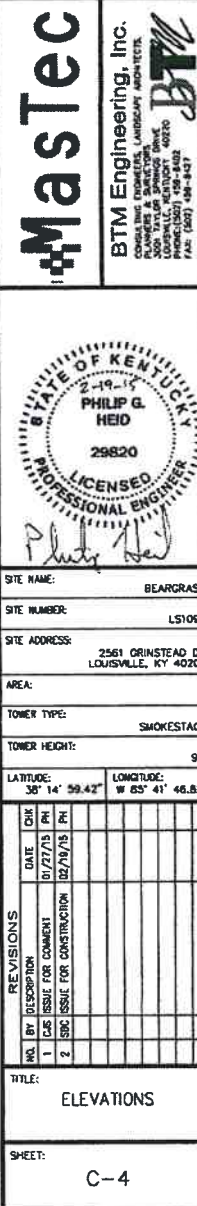
SITE NAME: BEARGRASS
 SITE NUMBER: LS1099
 SITE ADDRESS: 2561 GRINSTEAD DR, LOUISVILLE, KY 40206
 AREA: —
 TOWER TYPE: SMOKESTACK
 TOWER HEIGHT: 93'

LATITUDE: 38° 14' 59.42" N
 LONGITUDE: 85° 44' 46.82" W

NO.	DESCRIPTION	DATE	BY	CHK
1	ISSUE FOR COMMENT	01/27/15	PH	
2	SEC ISSUE FOR CONSTRUCTION	02/18/15	PH	

TITLE: SITE PLAN

SHEET: C-3





RAD CENTER AT 89'

CURRENT ANTENNA ORIENTATION
NTS

NOTE:
PROPOSED RRUS TO BE AT GROUND LEVEL.
REFER TO AT&T RFDs FOR DETAILS.



RAD CENTER AT 89'

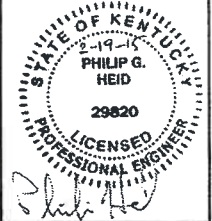
FINAL ANTENNA ORIENTATION
NTS

CONTRACTOR TO VERIFY AZIMUTHS AND
DOWNTILT PRIOR TO INSTALLATION.

Mastec

BTM Engineering, Inc.

ENGINEERING & ARCHITECTS
PLANNERS & SURVEYORS
3001 TAYLOR SPRING DRIVE
LOUISVILLE, KY 40206
PHONE: (502) 458-4103
FAX: (502) 458-4147



SITE NAME: BEARGRASS
SITE NUMBER: L51099
SITE ADDRESS: 2561 GRIMSTEAD DR
LOUISVILLE, KY 40206
AREA:
TOWER TYPE: SMOKESTACK
TOWER HEIGHT: 93'
LATITUDE: 36° 14' 59.42" N
LONGITUDE: W 85° 41' 46.82" W

REV	BY	DATE	DESCRIPTION
1	CJS	01/27/13	FOR COMMENT
2	SHC	02/19/13	FOR CONSTRUCTION

TITLE: ANTENNA CONFIGURATION

SHEET: E-6

ANTENNA JUMPER INSTALLATION NOTES:

1. AVOID UNNECESSARY BENDING OF JUMPER CABLES. CABLES SHALL BE INSTALLED IN SUCH A WAY AS TO KEEP BENDS TO A MINIMUM. IF CABLE EXCEEDS ITS MINIMUM BEND RADIUS, OR IS CRUSHED, IT SHALL BE DISCARDED AND REPLACED AT CONTRACTOR'S EXPENSE.
2. WHEN HANDLING ANTENNA JUMPERS, DO NOT REMOVE DUST CAPS UNTIL CONNECTION IS READY TO BE MADE. USE CARE WHEN CONNECTING CABLES. VISUALLY INSPECT THE CENTER CONTACT.
3. THE ANTENNA CABLE SHIELD SHALL BE GROUNDED AT THE TOP AND BOTTOM OF THE VERTICAL RUN. THE ANTENNA CABLE SHIELD SHALL BE BONDED TO A COPPER BUS BAR AT THE LOWER MOST POINT OF A VERTICAL RUN, JUST BEFORE IT BEGINS TO BEND TOWARDS THE HORIZONTAL PLANE. THE ANTENNA CABLES OVER 150 FEET SHALL ALSO BE EQUIPPED WITH ADDITIONAL GROUNDING AT MID POINT.
4. DOWNTILT, AZIMUTHS, & CENTER LINE OF ANTENNAS TO BE VERIFIED AND DOCUMENTED IN ACCORDANCE WITH AT&T WIRELESS SPECIFICATIONS. RFDS TO BE USED WHEN INSTALLING COAX LINE AND ANTENNA EQUIPMENT

NOTES:

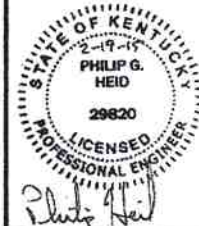
1. ALL MATERIAL TO BE PROVIDED BY MASTEC.
2. COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE INSTALLED USING A MINIMUM OF (3) WRAPS OF TAPE.
3. ALL COLOR BANDS INSTALLED AT THE TOWER TOP SHALL BE A MINIMUM OF 3/4" WIDE AND SHALL HAVE A MINIMUM OF 3/4" OF SPACING BETWEEN EACH COLOR.
4. ALL COLOR BANDS INSTALLED AT OR NEAR THE GROUND MAY BE ONLY 3/4" WIDE. EACH TOP JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS. COVER ALL COLOR CODE TAPE WITH CLEAR COAT.
5. EACH MAINLINE COAX SHALL BE COLOR CODED WITH (1) SET OF 3/4" BANDS NEAR THE TOP-JUMPER CONNECTION AND WITH 3/4" COLOR BANDS JUST PRIOR TO ENTERING THE BTS OR TRANSMITTER BUILDING.
6. ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" BANDS ON EACH END OF THE BOTTOM JUMPER.
7. PLACE COLOR CODE TAPE ON BOTH ENDS OF BIAS "T" POWER CABLES.
8. ANTENNAS SHALL BE INSTALLED WITH DOWNTILT BRACKETS AND CLAMPS SUPPLIED BY ANTENNA MANUFACTURER.
9. ANTENNA JUMPER SHALL NOT BE COILED.
10. NO SITE WILL BE WORKED ON BY THE CONTRACTOR WITHOUT A RF FINAL CONFIGURATION SHEET IN HAND.
11. TOWER CREWS ARE REQUIRED TO PHOTOGRAPH THE MODEL # OF ALL NEW AND EXISTING ANTENNAS, AND RECORD THIS INFORMATION IN THE JOB CHECKLIST. ALL PHOTOGRAPHS MUST CLEARLY IDENTIFY THE SECTOR AND ANTENNA BEING DISPLAYED.
12. RFDS & RET SWEEPS INFORMATION SHOULD BE PLACED IN THE SHELTER UPON LEAVING THE SITE-GENERAL CONTRACTOR IS RESPONSIBLE.
13. RET CABLE TO LAND AT DECK INSIDE OF SHELTER-GENERAL CONTRACTOR RESPONSIBLE. THE CABLE TO CABLE LADDER (DO NOT USE ZIP TIES INSIDE SHELTER).
14. POWER FAILURE RELAY TO BE INSTALLED PER MANUFACTURERS INSTRUCTIONS.
15. THIS DRAWING SET IS NOT A STRUCTURAL ANALYSIS. CONTRACTOR TO CONFIRM THAT PROPOSED LOADING HAS BEEN ANALYZED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER PRIOR TO INSTALLATION OF PROPOSED EQUIPMENT.

Mastec

BTM Engineering, Inc.

ENGINEERING, ARCHITECTS,
PLANNERS & SURVEYORS
1001 VALLEY SPRINGS DRIVE
LOUISVILLE, KY 40206
PHONE: (502) 459-8402
FAX: (502) 459-8477

BTM



SITE NAME: BEARCRASS
SITE NUMBER: LS1099
SITE ADDRESS: 2561 GRIMSTEAD DR
LOUISVILLE, KY 40206
AREA: -
TOWER TYPE: SMOKESTACK
TOWER HEIGHT: 93'
LATITUDE: 38° 14' 59.42" N LONGITUDE: W 85° 41' 46.82" W

NO.	BY	DESCRIPTION	DATE	CHK	DATE	CHK
1	CS	ISSUE FOR COMMENT	07/27/15	PH		
2	SHC	ISSUE FOR CONSTRUCTION	02/19/15	PH		

TITLE: RF INFORMATION

SHEET: E-7

SECTOR	SECTOR NAME	SECTOR	SECTOR NAME	SECTOR	SECTOR NAME	SECTOR	SECTOR NAME	SECTOR	SECTOR NAME
SECTOR A	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR B	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR C	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR D	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR E	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR F	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR G	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR H	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR I	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR J	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR K	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR L	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR M	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR N	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR O	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR P	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR Q	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR R	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR S	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR T	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR U	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR V	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR W	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR X	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR Y	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	
SECTOR Z	EVANSVILLE-SPRINGFIELD COUNTY EMERGENCY OPERATIONS CENTER	2476		2476		2476		2476	

AT&T RFDS
(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)

Mastec

BTM Engineering, Inc.

BTM
BTM Engineering, Inc.
2561 GRINSTEAD DR
LOUISVILLE, KY 40206
PHONE: (502) 450-3400
FAX: (502) 450-3427

SITE NAME: BEARGRASS

SITE NUMBER: LS1099

SITE ADDRESS: 2561 GRINSTEAD DR
LOUISVILLE, KY 40206

AREA: -

TOWER TYPE: SMOKESTACK

TOWER HEIGHT: 93'

LATITUDE: 38° 14' 50.42" LONGITUDE: W 85° 41' 46.82"

NO.	BY	DESCRIPTION	DATE	CHK
1	CLS	ISSUE FOR CONSTRUCTION	01/27/93	PM
2	SPC	ISSUE FOR CONSTRUCTION	02/19/93	PM

TITLE: AT&T
RFDS

SHEET: E-7B

Section 7 - RBS SPECIFIC INFORMATION - existing

	UNIT 101 RBS	UNIT 102 RBS	UNIT 103 RBS	UNIT 104 RBS	UNIT 105 RBS	UNIT 106 RBS	UNIT 107 RBS	UNIT 108 RBS	UNIT 109 RBS	UNIT 110 RBS	UNIT 111 RBS	UNIT 112 RBS	UNIT 113 RBS	UNIT 114 RBS	UNIT 115 RBS	UNIT 116 RBS	UNIT 117 RBS	UNIT 118 RBS	UNIT 119 RBS	UNIT 120 RBS
REAR/BACKSIDE POOL #																				
SAC																				
RAC																				
EQUIPMENT VERSION																				
EQUIPMENT TYPE																				
LOCATION																				
MARKET LOCATION																				
MARKET STATE CODE																				
ACRS																				
ROOM # NUMBER																				
PARENT NAME																				

Section 7 - RBS SPECIFIC INFORMATION - final

	UNIT 101 RBS	UNIT 102 RBS	UNIT 103 RBS	UNIT 104 RBS	UNIT 105 RBS	UNIT 106 RBS	UNIT 107 RBS	UNIT 108 RBS	UNIT 109 RBS	UNIT 110 RBS	UNIT 111 RBS	UNIT 112 RBS	UNIT 113 RBS	UNIT 114 RBS	UNIT 115 RBS	UNIT 116 RBS	UNIT 117 RBS	UNIT 118 RBS	UNIT 119 RBS	UNIT 120 RBS
REAR/BACKSIDE POOL #																				
SAC																				
RAC																				
EQUIPMENT VERSION																				
EQUIPMENT TYPE																				
LOCATION																				
MARKET LOCATION																				
MARKET STATE CODE																				
ACRS																				
ROOM # NUMBER																				
PARENT NAME																				

Section 8 - RBS INDIVIDUAL INFORMATION - existing

	UNIT 101 RBS	UNIT 102 RBS	UNIT 103 RBS	UNIT 104 RBS	UNIT 105 RBS	UNIT 106 RBS	UNIT 107 RBS	UNIT 108 RBS	UNIT 109 RBS	UNIT 110 RBS	UNIT 111 RBS	UNIT 112 RBS	UNIT 113 RBS	UNIT 114 RBS	UNIT 115 RBS	UNIT 116 RBS	UNIT 117 RBS	UNIT 118 RBS	UNIT 119 RBS	UNIT 120 RBS
RBS ID:																				
CALL NUMBER:																				
CTB COMMON ID:																				

Section 8 - RBS INDIVIDUAL INFORMATION - final

	UNIT 101 RBS	UNIT 102 RBS	UNIT 103 RBS	UNIT 104 RBS	UNIT 105 RBS	UNIT 106 RBS	UNIT 107 RBS	UNIT 108 RBS	UNIT 109 RBS	UNIT 110 RBS	UNIT 111 RBS	UNIT 112 RBS	UNIT 113 RBS	UNIT 114 RBS	UNIT 115 RBS	UNIT 116 RBS	UNIT 117 RBS	UNIT 118 RBS	UNIT 119 RBS	UNIT 120 RBS
RBS ID:																				
CALL NUMBER:																				
CTB COMMON ID:																				

AT&T RFDS
(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)

Mastec

BTM Engineering, Inc.
LANDSCAPE ARCHITECTS
2001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KY 40206
PHONE (502) 439-8427
FAX (502) 439-8427

SITE NAME: BEARGRASS

SITE NUMBER: LS1099

SITE ADDRESS: 2561 GRINSTEAD DR
LOUISVILLE, KY 40206

AREA: -

TOWER TYPE: SMOKESTACK

TOWER HEIGHT: 93'

LATITUDE: 36° 14' 59.42" N
LONGITUDE: 85° 41' 46.82" W


NO.	BY	DESCRIPTION	DATE	CHK
1	CMS	ISSUE FOR CONSTRUCTION	07/27/15	PH
2	SEC	ISSUE FOR CONSTRUCTION	07/19/15	PH

TITLE: AT&T RFDS

SHEET: E-7D

Section 9 - SOFT SECTOR 40 - EXISTING																			
	0000 1ST	0000 1ST	0000 2ND	0000 2ND	0000 3RD	0000 3RD	0000 4TH	0000 4TH	0000 5TH	0000 5TH	0000 6TH	0000 6TH	0000 7TH	0000 7TH	0000 8TH	0000 8TH	0000 9TH	0000 9TH	0000 10TH
USERS (including Hard Station)																			
SECTION A	SOFT SECTOR 40																		
SECTION B																			
SECTION C																			
SECTION D																			
SECTION E																			
SECTION F																			
DATA																			
USERS (including Hard Station)																			
SECTION A	SOFT SECTOR 40																		
SECTION B																			
SECTION C																			
SECTION D																			
SECTION E																			
SECTION F																			
DATA																			
USERS (including Hard Station)																			
SECTION A	SOFT SECTOR 40																		
SECTION B																			
SECTION C																			
SECTION D																			
SECTION E																			
SECTION F																			
DATA																			


AT&T RFDS
(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)



BTM Engineering, Inc.

PLANNING, DESIGN, CONSTRUCTION, LANDSCAPE ARCHITECTS

3001 STATE OF KENTUCKY DRIVE
LOUISVILLE, KY 40206
PHONE: (502) 439-8400
FAX: (502) 439-8407



SITE NAME: BEARCRASS

SITE NUMBER: LS1099

SITE ADDRESS: 2561 GRINSTEAD DR
LOUISVILLE, KY 40206

AREA: --

TOWER TYPE: SMOKESTACK

TOWER HEIGHT: 93'

LATITUDE: 36° 14' 39.42" N
LONGITUDE: W 85° 41' 46.82" E

NO.	BY	DESCRIPTION	DATE	CHK
1	CS	ISSUE FOR CONSTRUCTION	02/27/15	PH
2	CS	ISSUE FOR CONSTRUCTION	02/27/15	PH

TITLE: AT&T RFDS

SHEET: E-7E

Section 9 - SOFT SECTOR CELL NUMBER - existing																			
	0001 1ST	0001 2ND	0001 3RD	0001 4TH	0001 5TH	0001 6TH	0001 7TH	0001 8TH	0001 9TH	0001 10TH	0001 11TH	0001 12TH	0001 13TH	0001 14TH	0001 15TH	0001 16TH	0001 17TH	0001 18TH	0001 19TH
0001 (including Hard Sector)																			
SECTOR A																			
SECTOR B																			
SECTOR C																			
SECTOR D																			
SECTOR E																			
SECTOR F																			
SECTOR G																			
SECTOR H																			
SECTOR I																			
SECTOR J																			
SECTOR K																			
SECTOR L																			
SECTOR M																			
SECTOR N																			
SECTOR O																			
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SECTOR Q																			
SECTOR R																			
SECTOR S																			
SECTOR T																			
SECTOR U																			
SECTOR V																			
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SECTOR AR																			
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SECTOR CA																			
SECTOR CB																			
SECTOR CC																			
SECTOR CD																			
SECTOR CE																			
SECTOR CF																			
SECTOR CG																			
SECTOR CH																			
SECTOR CI																			
SECTOR CJ																			
SECTOR CK																			
SECTOR CL																			
SECTOR CM																			
SECTOR CN																			
SECTOR CO																			
SECTOR CP																			
SECTOR CQ																			
SECTOR CR																			
SECTOR CS																			
SECTOR CT																			
SECTOR CU																			
SECTOR CV																			
SECTOR CW																			
SECTOR CX																			
SECTOR CY																			
SECTOR CZ																			
SECTOR DA																			
SECTOR DB																			
SECTOR DC																			
SECTOR DD																			
SECTOR DE																			
SECTOR DF																			
SECTOR DG																			
SECTOR DH																			
SECTOR DI																			
SECTOR DJ																			
SECTOR DK																			
SECTOR DL																			
SECTOR DM																			
SECTOR DN																			
SECTOR DO																			
SECTOR DP																			
SECTOR DQ																			
SECTOR DR																			
SECTOR DS																			
SECTOR DT																			
SECTOR DU																			
SECTOR DV																			
SECTOR DW																			
SECTOR DX																			
SECTOR DY																			
SECTOR DZ																			
SECTOR EA																			
SECTOR EB																			

[illegible]

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)

BTL
COMBATING CHANGERS, LANDSCAPE ARCHITECTS,
PLANNING & ENVIRONMENTAL
3001 TAYLOR SQUARE DRIVE
LOUISVILLE, KENTUCKY 40220
PHONE: (502) 486-8402
FAX: (502) 419-8427

LATITUDE: 38° 14' 59.42"	LONGITUDE: W 85° 41' 46.82"
-----------------------------	--------------------------------

	DATE
	7/7/15
	8/9/15

ENTRUSTED

REVISION	DATE	BY	REASON
1	10/1/80	WJ	INITIAL DESIGN
2	10/1/80	WJ	REVISION
3	10/1/80	WJ	REVISION
4	10/1/80	WJ	REVISION
5	10/1/80	WJ	REVISION
6	10/1/80	WJ	REVISION
7	10/1/80	WJ	REVISION
8	10/1/80	WJ	REVISION
9	10/1/80	WJ	REVISION
10	10/1/80	WJ	REVISION
11	10/1/80	WJ	REVISION
12	10/1/80	WJ	REVISION
13	10/1/80	WJ	REVISION
14	10/1/80	WJ	REVISION
15	10/1/80	WJ	REVISION
16	10/1/80	WJ	REVISION
17	10/1/80	WJ	REVISION
18	10/1/80	WJ	REVISION
19	10/1/80	WJ	REVISION
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41	10/1/80	WJ	REVISION
42	10/1/80	WJ	REVISION
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47	10/1/80	WJ	REVISION
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86	10/1/80	WJ	REVISION
87	10/1/80	WJ	REVISION
88	10/1/80	WJ	REVISION
89	10/1/80	WJ	REVISION
90	10/1/80	WJ	REVISION
91	10/1/80	WJ	REVISION
92	10/1/80	WJ	REVISION
93			

NO.	1	2						
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RFDS

E-7J

Section 15B - CURRENT VECTOR/CELL INFORMATION - SECTOR B																	
ANTENNA CURRENT PULSE		ANTENNA POSITION 1		ANTENNA POSITION 2		ANTENNA POSITION 3		ANTENNA POSITION 4		ANTENNA POSITION 5		ANTENNA POSITION 6		ANTENNA POSITION 7		ANTENNA POSITION 8	
ANTENNA NAME - MODEM		TOWER LOCATION		SECTOR MODEM													
ANTENNA VERSION		Location		Sector													
ANTENNA ROT - 45° to 135°		30° to 110°		90° to 180°													
ANTENNA ROT - 135° to 225°		180° to 270°		225° to 315°													
ANTENNA ROT - 225° to 315°		360° to 450°		450° to 540°													
ANTENNA ROT - 315° to 405°		450° to 540°		540° to 630°													
ANTENNA ROT - 405° to 495°		540° to 630°		630° to 720°													
ANTENNA ROT - 495° to 585°		630° to 720°		720° to 810°													
ANTENNA ROT - 585° to 675°		720° to 810°		810° to 900°													
ANTENNA ROT - 675° to 765°		810° to 900°		900° to 990°													
ANTENNA ROT - 765° to 855°		900° to 990°		990° to 1080°													
ANTENNA ROT - 855° to 945°		990° to 1080°		1080° to 1170°													
ANTENNA ROT - 945° to 1035°		1080° to 1170°		1170° to 1260°													
ANTENNA ROT - 1035° to 1125°		1170° to 1260°		1260° to 1350°													
ANTENNA ROT - 1125° to 1215°		1260° to 1350°		1350° to 1440°													
ANTENNA ROT - 1215° to 1305°		1350° to 1440°		1440° to 1530°													
ANTENNA ROT - 1305° to 1395°		1440° to 1530°		1530° to 1620°													
ANTENNA ROT - 1395° to 1485°		1530° to 1620°		1620° to 1710°													
ANTENNA ROT - 1485° to 1575°		1620° to 1710°		1710° to 1800°													
ANTENNA ROT - 1575° to 1665°		1710° to 1800°		1800° to 1890°													
ANTENNA ROT - 1665° to 1755°		1800° to 1890°		1890° to 1980°													
ANTENNA ROT - 1755° to 1845°		1890° to 1980°		1980° to 2070°													
ANTENNA ROT - 1845° to 1935°		1980° to 2070°		2070° to 2160°													
ANTENNA ROT - 1935° to 2025°		2070° to 2160°		2160° to 2250°													
ANTENNA ROT - 2025° to 2115°		2160° to 2250°		2250° to 2340°													
ANTENNA ROT - 2115° to 2205°		2250° to 2340°		2340° to 2430°													
ANTENNA ROT - 2205° to 2295°		2340° to 2430°		2430° to 2520°													
ANTENNA ROT - 2295° to 2385°		2430° to 2520°		2520° to 2610°													
ANTENNA ROT - 2385° to 2475°		2520° to 2610°		2610° to 2700°													
ANTENNA ROT - 2475° to 2565°		2610° to 2700°		2700° to 2790°													
ANTENNA ROT - 2565° to 2655°		2700° to 2790°		2790° to 2880°													
ANTENNA ROT - 2655° to 2745°		2790° to 2880°		2880° to 2970°													
ANTENNA ROT - 2745° to 2835°		2880° to 2970°		2970° to													

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDs)

BTM Engineering, Inc.

BTL
CONSULTING ENGINEERS, LANDSCAPE ARCHITECTS
PLANNING & SURVEYORS
3001 TAYLOR SMITHS DRIVE
LOUISVILLE, KENTUCKY 40320
PHONE: (502) 433-8462
FAX: (502) 438-8427

BTL

SITE NUMBER: 10100

AREA: _____

TOWER TYPE:

TOWER TYPE: SMOKESTACK

TONER HEIGHT: 93'

LATITUDE: 38° 14' 59.42"	LONGITUDE: W 85° 41' 46.82"
-----------------------------	--------------------------------

[illegible]

TITLE: AT&T
RFDS

SHEET:
E-7K

[illegible]

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDs)

BTM Engineering, Inc.
PLANNING AND ENGINEERING, LANDSCAPE ARCHITECTS
3020 TAYLOR DRIVE
LOUISVILLE, KENTUCKY 40220
PHONE: (502) 438-8402
FAX: (502) 438-9437

E-7L

[illegible]

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)

BAL
CONSULTING ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40220
PHONE: (502) 419-B402
FAX: (502) 454-B437

E-7M

[illegible]

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDs)

BTM Engineering, Inc.

BIM Engineering, Inc.

CONTROL AND LABORAL LAWSON MONITOR
PLANNING & SURVEYING
1001 TALK OF THE STREET NEW

3001 PATTON SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40220
PHONE: (502) 439-8402

7A30 (503) 458-3427

[illegible]

E-7N

AT&T
RFDS

SHEET:

E-7N

[illegible]

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDs)

BTM Engineering, Inc.

CONSULTING ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40220
PHONE: (502) 458-8402
FAX: (502) 459-0477

E-7P

E-7P

[illegible]

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDs)

BTM Engineering, Inc.

BAL
CONSULTING ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40220
PHONE: (502) 459-8402
FAX: (502) 459-8427

11

[illegible]

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDs)

BTM Engineering, Inc.
CONSULTING ENGINEERS, LANDSCAPE ARCHITECTS

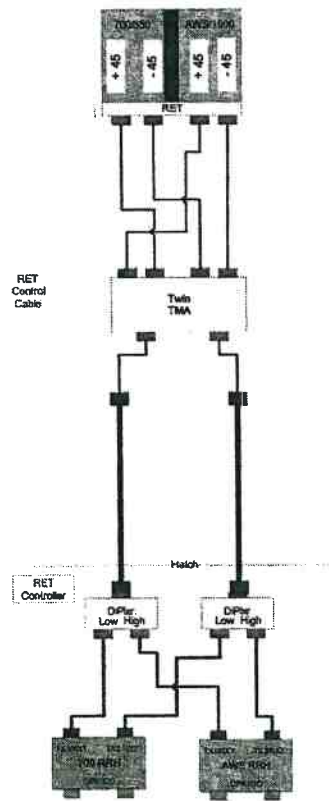
BTL
PLANNERS & BLINDTORS
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40210
PHONE: (502) 456-8403
FAX: (502) 456-8477

BTL
PLANNERS & BLINDTORS
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40210
PHONE: (502) 456-8403
FAX: (502) 456-8477

[illegible]

SHEET:
E-7S

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AT&T RFDS

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)

Mastec

BTM Engineering, Inc.

CONSTRUCTION ENGINEERS, LANDSCAPE ARCHITECTS
PLANNERS & SURVEYORS
10000 W. GRIFFIN AVE.
LOUISVILLE, KENTUCKY 40220
PHONE (502) 436-8400
FAX (502) 436-8400



SITE NAME:		BEARGRASS	
SITE NUMBER:		LS1099	
SITE ADDRESS:		2561 GRIMSTEAD DR LOUISVILLE, KY 40208	
AREA:			
TOWER TYPE:		SMOKESTACK	
TOWER HEIGHT:		93'	
LATITUDE:		36° 14' 59.42"	
LONGITUDE:		W 85° 41' 46.82"	
REVISIONS	NO.	DATE	CHK
	1	07/7/93	PH
	2	02/7/95	PH
TITLE:		AT&T RFDS	
SHEET:		E-7V	

WCRP FLOW SUMMARY						
Date	FROM State / Status	FROM ATTU ID	TO State / Status	TO ATTU ID	Operation	Comments
04/29/2014	Planned / In Progress	pw062 7	Planned / Submit for Approval	mp784 5	Promote	
10/01/2014	Planned / Submit for Approval	mp784 5	Planned / Approved	DB610 F	Promote	
12/05/2014	Planned / Approved	DB610 F	Planned / Modification Recommended	pw662 7	Demote	demoting per Brian Matthews request
12/12/2014	Planned / Modification Recommended	pw662 7	Planned / In Progress	pw662 7	Accept	
12/12/2014	Planned / In Progress	pw662 7	Planned / Submit for Approval	mp784 5	Promote	
12/12/2014	Planned / Submit for Approval	mp784 5	Planned / Approved	DB610 F	Promote	

AT&T RFDS

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)



		BTM Engineering, Inc. CONSULTING ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS 10000 WILSON ROAD, SUITE 100 LOUISVILLE, KY 40258 PHONE: (502) 439-8407 FAX: (502) 439-1437		
				
SITE NAME: BEARGRASS				
SITE NUMBER: LS1099				
SITE ADDRESS: 2561 GRINSTEAD DR LOUISVILLE, KY 40206				
AREA:				
TOWER TYPE: SMOKESTACK				
TOWER HEIGHT: 93'				
LATITUDE: 38° 14' 59.42"		LONGITUDE: W 85° 41' 46.82"		
REVISIONS	NO.	BY	DATE	CHK
	1	CS	01/27/15	PH
	2	SPC	02/19/15	PH
TITLE: AT&T RFDS				
SHEET: E-7W				

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 lease 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 and lease 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 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 SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

Prepared by and Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Atlanta, GA 30324

Cell Site No.: LS1099
Cell Site Name: Beargrass
Fixed Asset Number: 10021070
State: Kentucky
County: Jefferson

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between Jefferson County School District Finance Corporation, having its principal office at _____, (hereinafter called "**Mortgagee**") and Board of Education of Jefferson County, Kentucky, having its principal office/residing at _____ (hereinafter called "**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter called "**Licensee**").

WITNESSETH:

WHEREAS, Licensee has entered into a certain license agreement dated _____, 20__, (the "**License**") with Licensor, licensing the right to use space more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Licensor has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of _____, being identified as Lot _____ in Block _____ in the _____ of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of _____ (\$ _____) Dollars, which Mortgage has been recorded in the appropriate public office in and for _____ County, _____; and

WHEREAS, Licensee desires to be assured of continued use of the Premises under the terms of the License and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the License is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Licensee's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the License.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Licensee's right to use of the Premises and any of Licensee's other rights under the License in the exercise of Mortgagee's rights so long as Licensee is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the License.

3. In the event that Mortgagee succeeds to the interest of Licensor or other licensor under the License and/or to title to the Premises, Mortgagee and Licensee hereby agree to be bound to one another under all of the terms, covenants and conditions of the License; accordingly, from and after such event, Mortgagee and Licensee will have the same remedies against one another for the breach of an agreement contained in the License as Licensee and Licensor had before Mortgagee succeeded to the interest of Licensor; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior licensor (including Licensor); or
- (b) bound by any rent or additional rent which Licensee might have paid for more than the payment period as set forth under the License (one month, year etc.) in advance to any prior licensor (including Licensor).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the

Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Licensee agrees not to seek to terminate the License by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Licensee (subject to paragraph 3 above) under all of the terms, covenants and conditions of the License.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Licensee on the Premises. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Licensee now, or hereafter, located on or affixed to the Premises or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Premises.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or sublicensees of Licensee which are permitted under the License. The term "**Mortgagee**", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LICENSOR: Board of Education of Jefferson County, Kentucky

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

MORTGAGEE: Jefferson County School District Finance
Corporation

By: _____
Name: _____
Title: _____
Date: _____

LICENSOR

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ [name of representative], the _____ [title] of Board of Education of Jefferson County, Kentucky, () who is personally known OR () who has produced _____ as identification.

Notary Public
My Commission Expires: _____

LICENSEE

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Licensee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Licensee.

Notary Public
My Commission Expires: _____

MORTGAGEE

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ [name of representative] the _____ [title] of Jefferson County School District Finance Corporation, on behalf of Mortgagee() who is personally known OR () who produced _____ as identification.

Notary Public
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

Street Address of Property is: 2561 Grinstead Drive, Louisville, KY 40258

The Premises is described and/or depicted as follows: Space on the tower structure located at the Property at approximately eighty nine (89) feet high on such structure, as well as certain ground space depicted on the drawing below, for placement and operation of Licensee's equipment and facilities.

NORTH ↑

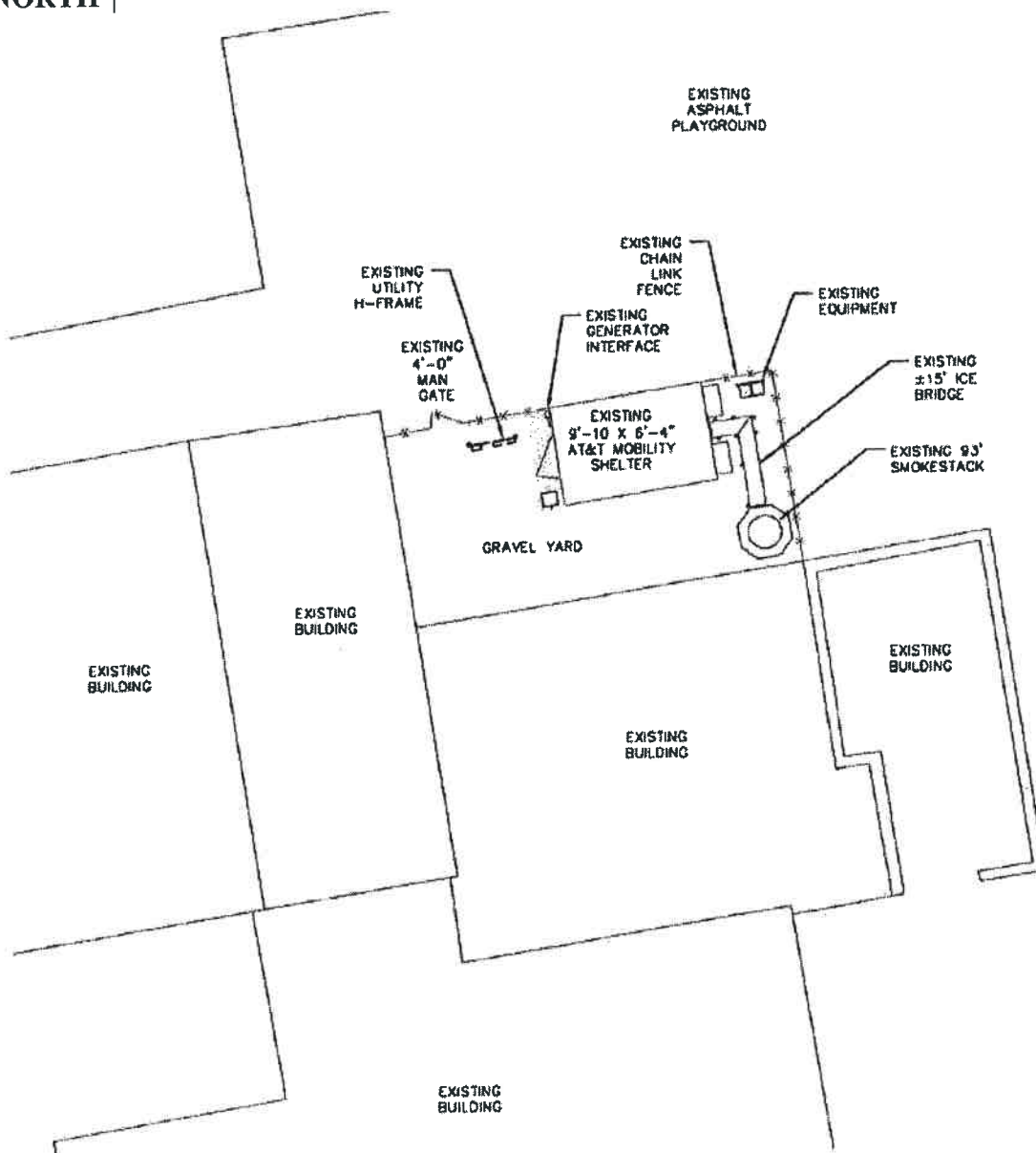


EXHIBIT E

FORM OF MEMORANDUM OF AGREEMENT

**PREPARED BY, and WHEN RECORDED
RETURN TO:**

Michael Fraunces, President
Md7, LLC
10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130

Parcel #: 071B0001-0000 and 071B0001-TEL1

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: LS1099
Cell Site Name: BEARGRASS (KY)
Fixed Asset Number: 10021070
State: KY
County: Jefferson

**MEMORANDUM
OF
AGREEMENT**

This Memorandum of Agreement is entered into on this ____ day of _____, 201__, by and between Board of Education of Jefferson County, Kentucky, having a mailing address at 3001 Crittendon Drive, Louisville, KY 40209 (hereinafter referred to as "JCPS") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Licensee**").

1. JCPS and Licensee entered into a certain Communications Facility Space License Agreement dated _____, 201__ (hereinafter, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at a portion of JCPS's real property located in the City of Louisville, County of Jefferson, commonly known as 2561 Grinstead Drive (the "**Site**"). All of the foregoing are set forth in the Agreement.
2. The Initial Term will be five (5) years ("**Initial Term**") commencing on the Effective Date, with one (1) successive five (5) year option to renew.

3. The portion of the space being licensed to Licensee at the Site (the “**Licensed Space**”) on the Site is described in **Exhibit 1** attached 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:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

JCPS ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

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: _____.

Notary Seal

(Signature of Notary)

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

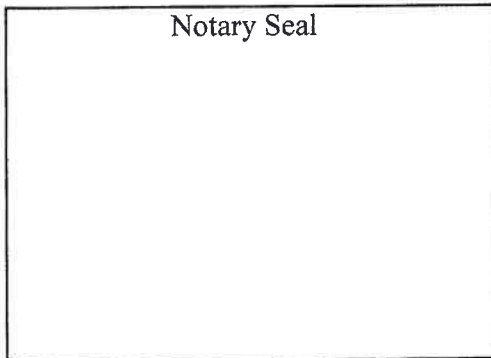
My appointment expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
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 _____ of AT&T Mobility Corporation, the
Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, 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: _____

Attachment:

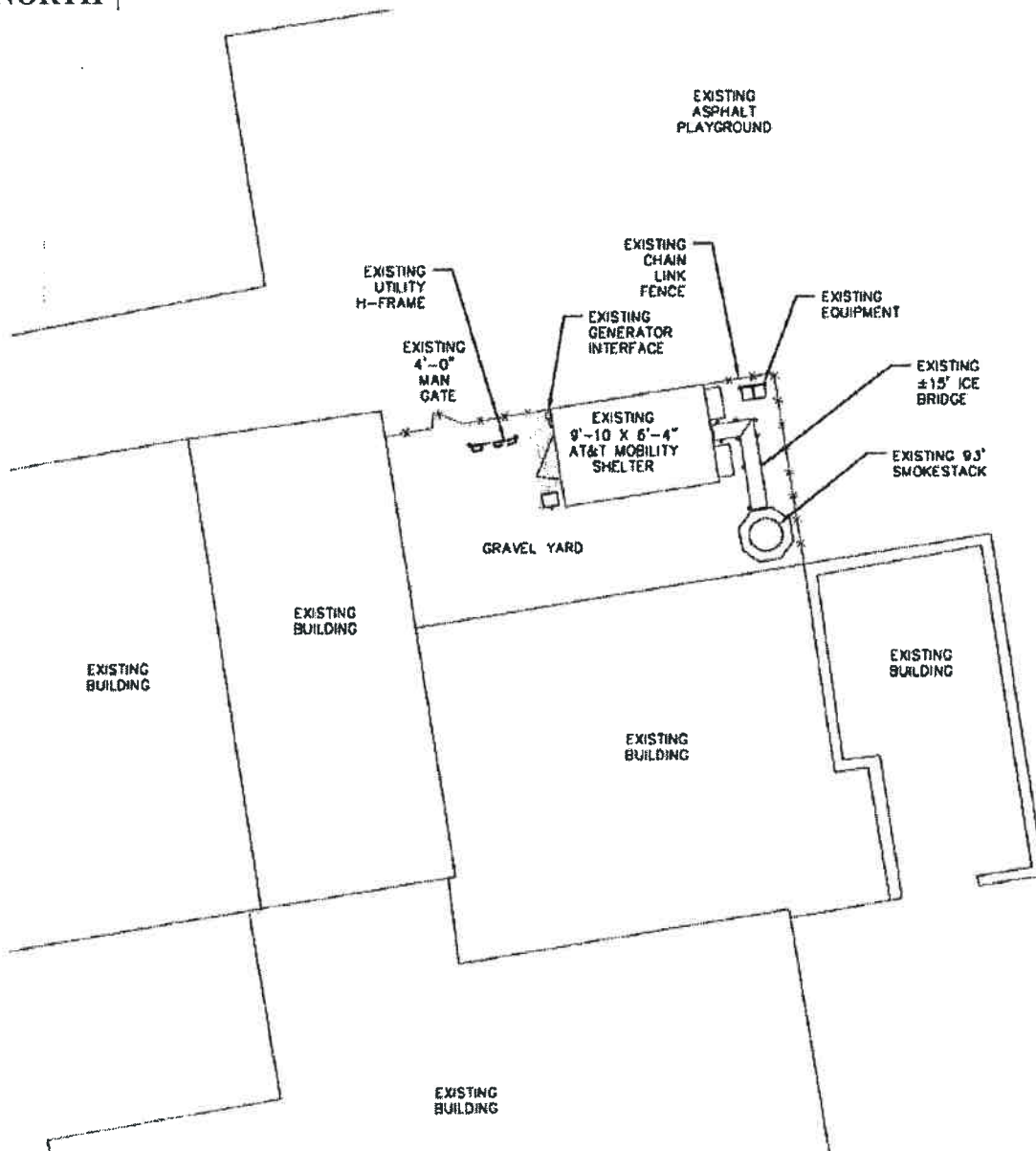
Exhibit 1 – Description of Licensed Space

Exhibit 1 to Memorandum of Agreement
Description of Licensed Space

Street Address of Site: 2561 Grinstead Drive, Louisville, KY 40206

The Licensed Space is described and/or depicted as follows: Space on the tower structure located at the Site at approximately eighty nine (89) feet high on such structure, as well as certain ground space depicted on the drawing below, for placement and operation of Licensee's equipment and facilities.

NORTH ↑



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