

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 February 3, 1998, 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 # LS1067; Cell Site Name: Lou PRP2 (KY)
Fixed Asset Number: 10021068
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 # LS1067
Cell Site Name: LOU PRP2
Fixed Asset No.: 10021068
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 # LS1067
Cell Site Name LOU PRP2
Fixed Asset No.: 10021068
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: Kathleen Novak

Print Name: KATHLEEN NOVAK

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: 5801 Greenwood Road, Louisville, KY 40258

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

BEGINNING at a point in the center line of Greenwood Road, which point is the Southwest corner of second tract of land conveyed to Board of Education of Jefferson County, Kentucky by Deed of record in Deed Book 3162, Page 428, in the office of the Clerk of Jefferson County, Kentucky; thence with the West line of aforesaid tract, North 00 deg. 09 min. West 1405.3 feet; more or less, to a pipe; thence with North line of aforementioned said tract South 88 deg. 43 min. East 310.05 feet, more or less, to a stone; thence South 89 deg. 10 min. East 320.54 feet, more or less, to a stone; thence North 00 deg. 05 min. West 421.5 feet to a concrete monument; thence North 88 deg. 43 min. West 1228.83 feet, more or less, to a concrete monument; thence South 00 deg. 05 min. East 1829.25 feet, more or less, to the center line of Greenwood Road; thence with center line of Greenwood Road, South 88 deg. 43 min. East 600 feet, more or less, to the point of beginning and containing 30.867 acres, exclusive of the portion of the above described property which lies in Greenwood Road, TOGETHER WITH right of ingress and egress and at all times for the purpose of constructing, operating, maintaining, repairing and reconstructing underground sewer lines for school purposes, the following described property:

BEING a strip 19.8 feet in width, the East line of which begins at the Northeast corner of a tract of approximately 35 acres acquired by Charles B Waller and Ruth Waller by Deed dated July 2, 1947, of record in Deed Book 2255, Page 299, in the office of the Clerk aforesaid, said East line running in a South direction for a distance of approximately 750 feet, to and including a drainage ditch which passes under a cinder road.

Being Tract 21 (Greenwood Elementary) conveyed to Jefferson County School District Finance Corporation by deed dated September 1, 1990, and recorded on January 31, 1991 in Deed Book 6033 Page 651, in the Office of the Clerk of Jefferson County, Kentucky.

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

The plans for 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

LS1067 PLEASURE RIDGE PARK



**LTE PROJECT
150'-0" MONOPOLE**

WESTOWER TURFING 2.0



601 W. CHESTNUT STREET.
1ST FLOOR EAST
LOUISVILLE, KY 40203



914-B N. ENGLISH STATION ROAD
LOUISVILLE, KY 40223
MOBILE: 502-598-0000



1961 NORTHPOINT BLVD., SUITE 120
HERSON, TN 37343
PH: 423-843-9500 FAX: 423-843-9500

PROJECT NO:	
DRAWN BY:	DW
CHECKED BY:	SM

ENGINEERING

2007 KENTUCKY STATE BUILDING CODE OR LATEST EDITION.
 YA-202-0 OR LATEST EDITION.

GENERAL NOTES

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON GRASSLAND. NO SANITARY OTHER SERVICE, PORTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL WASTE IS PROPOSED.

PROJECT DESCRIPTION

AT&T WIRELESS PROPOSES TO INSTALL NEW LTE ANTENNAS, RRU's, AND
 SUBSTATION EQUIPMENT TO THEIR EXISTING EQUIPMENT CURRENTLY INSTALLED.

SITE INFORMATION

TOWER OWNER:	JEFFERSON COUNTY PUBLIC SCHOOLS
ADDRESS:	3007 CRENSHAW DRIVE LOUISVILLE, KY 40209
TOWER OWNER CONTACT:	WILLIE WALKER willie.walker@jeffersonschools.net
SITE ADDRESS:	5801 GREENWOOD ROAD LOUISVILLE, KY 40258
COUNTY:	JEFFERSON
LATITUDE (NAD 83):	38° 01' 53.12" -85.14809
LONGITUDE (NAD 83):	85° 51' 47.56" -85.88321
RAID CENTER:	147° (L170) AOL 140° (LUTIS) AOL
SITE ACQUISITION CONTACT:	SCOTT FENICHER (615) 383-0887
RF ENGINEER:	BRIAN MATTHEWS (502) 805-4073
CONSTRUCTION MANAGER:	COURTNEY COMLEY 781-724-1150

CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

12. 2006 INTERNATIONAL BUILDING CODE WITH LOCAL AMENDMENTS
2. 2009 INTERNATIONAL PLUMBING CODE WITH LOCAL AMENDMENTS
3. 2009 INTERNATIONAL MECHANICAL CODE WITH LOCAL AMENDMENTS
4. 2009 INTERNATIONAL FUEL GAS CODE WITH LOCAL AMENDMENTS
5. 2006 LIFE SAFETY CODE (NFPA 101)
6. 2008 NATIONAL ELECTRIC CODE WITH LOCAL AMENDMENTS
7. INTERNATIONAL ENERGY CONSERVATION CODE
8. 2003 ICC/IBC A-117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
9. 2006 INTERNATIONAL RESIDENTIAL CODE WITH LOCAL AMENDMENTS

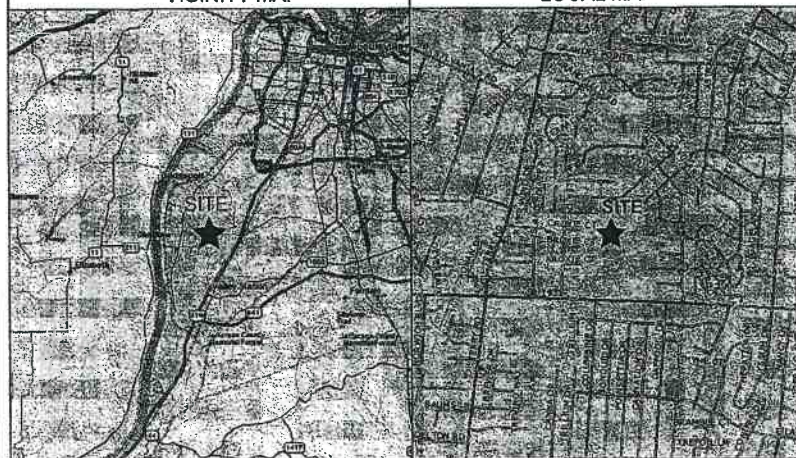
CONTACT INFORMATION

ENGINEER: WESTON COMMUNICATIONS
2108 PLANTSIDE DR., SUITE 200
LOUISVILLE, KY 40200

CONTACT: COURTNEY COPLEY
(858) 274-3100

LOCATION MAPS

VICINITY MAP



LOCAL MAP

DRAWING INDEX

[illegible]

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

11"X17" PLOT WILL BE HALF SCALE

DRIVING DIRECTIONS

DIRECTIONS FROM THE ASAT OFFICE AT 001 W. CHESTNUT ST., LOUISVILLE, KY: TAKE WATSONSON WEST 254 AND EXIT SOUTHWARD ON DUNE HWY 80 OR 31W FROM THE WATSONSON IT IS ABOUT 3 MILES TO GREENWOOD TURN RIGHT ONTO GREENWOOD RD AT THE WHITE CASTLE GO THROUGH TWO TRAFFIC LIGHTS AND PLEASANT RIDGE HIGH SCHOOL WILL BE ON THE RIGHT OUR SITE IS IN BACK OF THE HIGH SCHOOL GO THROUGH THE HIGH SCHOOL PARKING LOT TO GET THERE.

SHEET TITLE

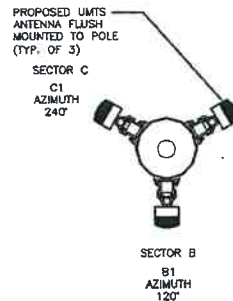
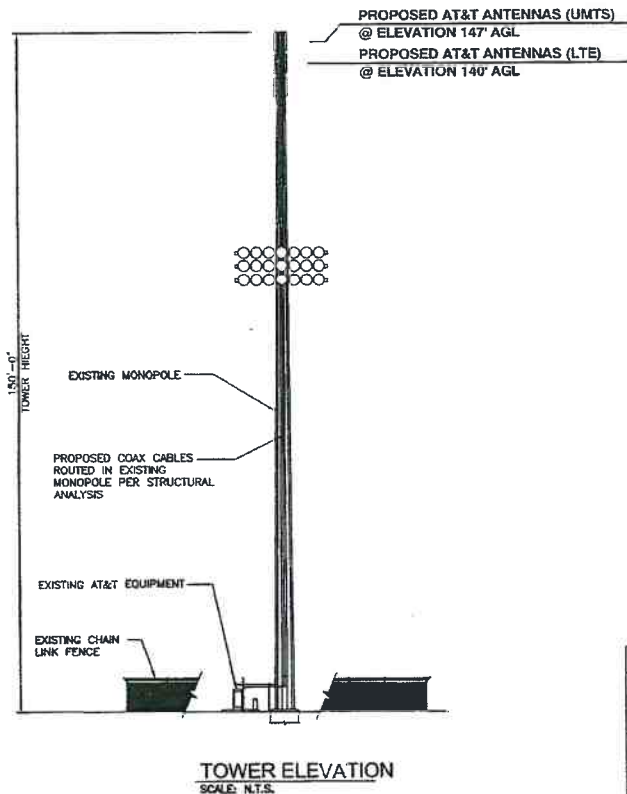
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SHEET NUMBER

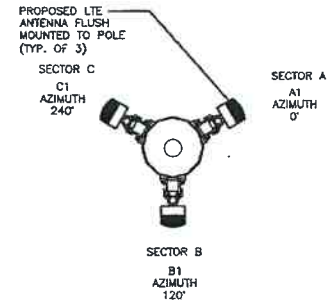
T-1

NOTE
CONTRACTOR SHALL INSURE THAT ALL NEW ANTENNAS, MOUNTS, EQUIPMENT, COAXIAL CABLES AND HARDWARE ARE INSTALLED IN SUCH A MANNER AS TO NOT INTERFERE WITH ANY EXISTING TOWER SUPPORTS, GUY WIRES, ANCHORS AND APPURTENANCES. REPORT ANY CONFLICT TO THE WESTOWER CONSTRUCTION MANAGER IMMEDIATELY.

NOTE
THE PROPOSED COAX, ANTENNAS AND EQUIPMENT SHALL BE INSTALLED PER THE STRUCTURAL ANALYSIS COMPLETED. ANY DEVIATION FROM THE STRUCTURAL ANALYSIS REPORT MUST BE APPROVED BY THE TOWER OWNER OR AT&T AND REVIEWED BY WESTOWER.



PROPOSED ANTENNA LAYOUT
(UMTS) @ 147' AGL
SCALE: N.T.S.



PROPOSED ANTENNA LAYOUT
(LTE) @ 140' AGL
SCALE: N.T.S.

GENERAL NOTES:

1. THIS ANTENNA ORIENTATION PLAN IS A SCHEMATIC. THE CONTRACTOR SHALL VERIFY TOWER ORIENTATION AND FIELD COORDINATE REQUIRED ADJUSTMENTS TO ACHIEVE THE DESIRED ANTENNA AZIMUTHS.
2. ANTENNA CENTERLINE HEIGHT BASED ON TOP OF FOOTING ELEVATION.
3. ALL ANTENNAS, CABLES AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE TOWER ENGINEER'S RECOMMENDATIONS IN A MANNER CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
4. ALL ANTENNA BRACKETS PER ANTENNA MANUFACTURER, OR EQUAL, CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWNTILT WITH AT&T.
5. ALL ANTENNA INFORMATION TO BE CONFIRMED WITH AT&T RF DESIGN PRIOR TO INSTALLATION.
6. ALL ANTENNA INFORMATION BASED ON THE PROVIDED RFDS FOR THIS SITE DATED 04/02/12.

AT&T EXISTING & PROPOSED ANTENNA SCHEDULE

ANTENNA TYPE	AZIMUTH	CABLE DATA		ELECTRICAL DOWNTILT	MECHANICAL DOWNTILT	TMA TYPE/RRH TYPE
		LENGTH	DIA.			
UMTS ANDREW SERNH-1065658 (850/1900 MHz)	0°	165'	(2) 1 5/8"	8° / 2°	0°	(1) ANDREW E1S201P13
LTE ANDREW SERNH-1065658 (700 MHz)	0°	165'	(2) 1 5/8"	4°	0°	(1) KAEJUS TMA2081F1V1-1
UMTS ANDREW SERNH-1065658 (850/1900 MHz)	120°	185'	(2) 1 5/8"	5° / 2°	0°	(1) ANDREW E1S201P13
LTE ANDREW SERNH-1065658 (700 MHz)	120°	165'	(2) 1 5/8"	7°	0°	(1) KAEJUS TMA2081F1V1-1
UMTS ANDREW SERNH-1065658 (850/1900 MHz)	240°	165'	(2) 1 5/8"	5° / 2°	0°	(1) ANDREW E1S201P13
LTE ANDREW SERNH-1065658 (700 MHz)	240°	185'	(2) 1 5/8"	4°	0°	(1) KAEJUS TMA2081F1V1-1



601 W. CHESTNUT STREET,
1ST FLOOR EAST
LOUISVILLE, KY 40203

WESTOWER COMMUNICATIONS

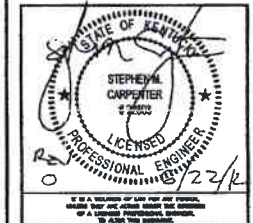
914-B N. ENGLISH STATION ROAD
LOUISVILLE, KY 40223
WWW.WESTOWER.COM

TeleCAD Wireless

1961 NORTHPOINTE BLVD., SUITE 130
HICKORY, TN 37343
PH: 423-543-9500 FAX: 423-543-9509

PROJECT NO:
DRAWN BY: DWS
CHECKED BY: SMC

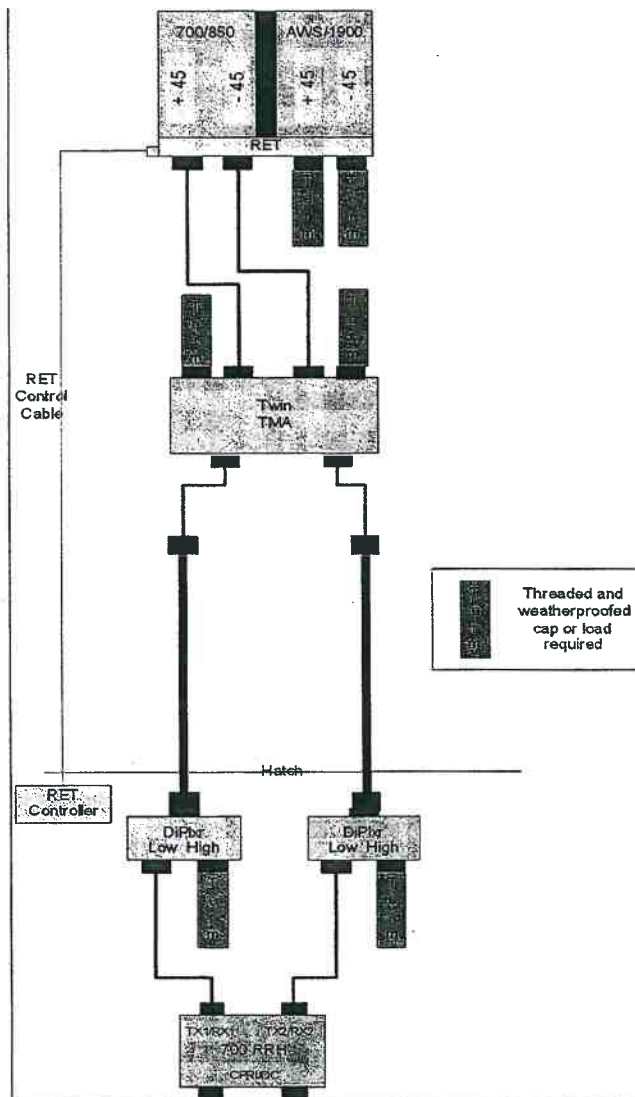
REV	DATE	DESCRIPTION
0	06/22/12	SUBMITTAL ISSUE



AT&T FAN: 10021068
LS1067 PLEASURE RIDGE PARK
5801 GREENWOOD ROAD
LOUISVILLE, KY 40258
LTE - MONOPOLE

SHEET TITLE
ANTENNA ELEVATION AND DETAILS

SHEET NUMBER
C-1



601 W. CHESTNUT STREET,
1ST FLOOR EAST
LOUISVILLE, KY 40203

WESTOWER
COMMUNICATIONS

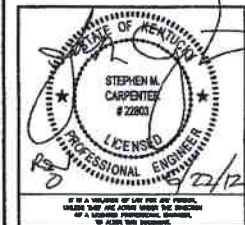
914-B N. ENGLISH STATION ROAD
LOUISVILLE, KY 40223
WWW.WESTOWER.COM

TeleCAD
Wireless

1961 NORTHPOINT BLVD., SUITE 130
NORFOLK, VA 23503
PH: 423-643-8500 FAX: 423-643-9509

PROJECT NO:
DRAWN BY: DWS
CHECKED BY: SMC

REV	DATE	DESCRIPTION
0	06/22/12	SUBMITAL ISSUE



AT&T FA#: 10021068
LS1067 PLEASURE RIDGE PARK
5801 GREENWOOD ROAD
LOUISVILLE, KY 40258
LTE - MONOPOLE

SHEET TITLE
ANTENNA PLUMBING
DIAGRAM

SHEET NUMBER
C-2

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.: LS1067
Cell Site Name: LOU PSP2
Fixed Asset Number: 10021068
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**").

W I T N E S S E T H :

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: 5801 Greenwood Road, Louisville, KY 40258

The Premises is described and/or depicted as follows:

Space on the self-support tower structure located at the Property at approximately one hundred forty (140) feet high and at approximately one hundred forty seven (147) 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.

F/A #	10021068	Site ID:	LS1067	
Site Name:	LS1067 PLEASURE RIDGE PARK	LOUISVILLE	KY	40258
Site Address:	5801 GREENWOOD ROAD			

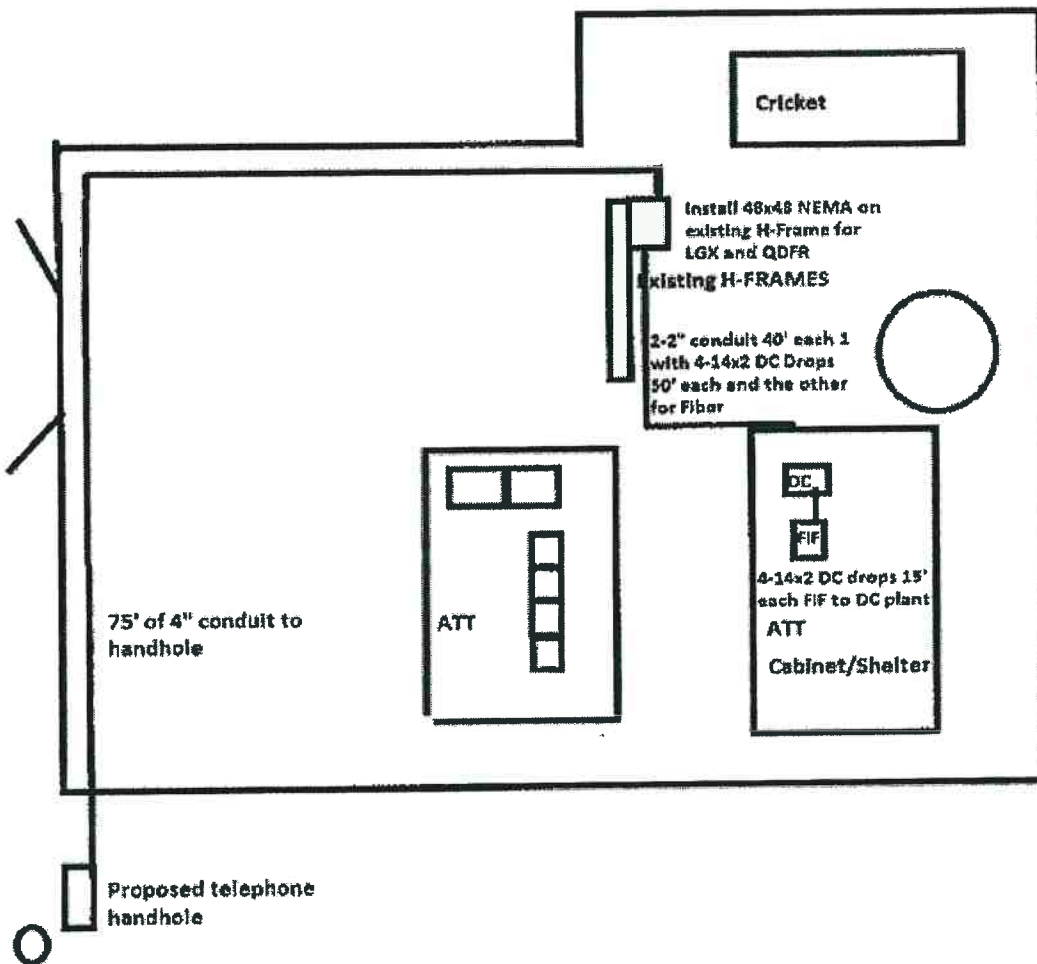


EXHIBIT E

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 #: 103000310000 and 10300021TEL1

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: LS1067
Cell Site Name: LOU PRP2 (KY)
Fixed Asset Number: 10021068
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 5801 Greenwood Road (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: _____

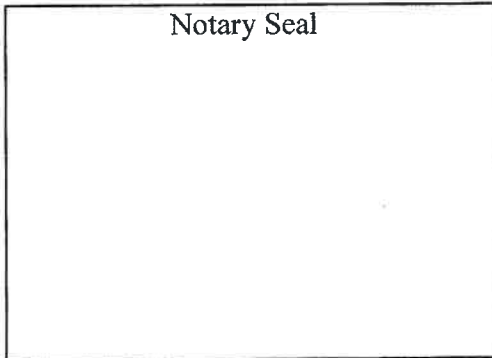
Date: _____

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: _____.



(Signature of Notary)

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

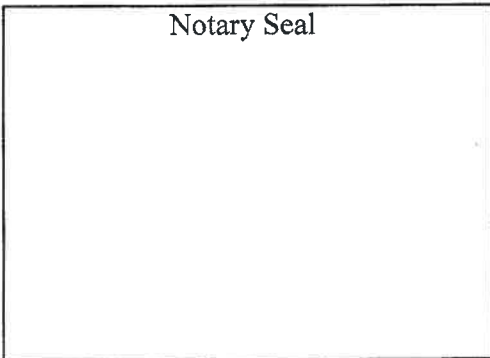
My appointment expires: _____

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: 5801 Greenwood Road, Louisville, KY 40258

The Licensed Space is described and/or depicted as follows:

Space on the self-support tower structure located at the Site at approximately one hundred forty (140) feet high and at approximately one hundred forty seven (147) 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.

F/A #	10021068				
Site Name:	LS1067 PLEASURE RIDGE PARK	Site ID:	LS1067		
Site Address:	5801 GREENWOOD ROAD	LOUISVILLE	KY	40258	

