

**LICENSE AGREEMENT FOR WIRELESS INSTALLATION  
ON PRIVATE STRUCTURE**

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|---|---|
| <b>Licensor</b>   | <b>Licensee</b>   |
| Board of Education of Jefferson County, Kentucky,<br>a political subdivision of the Commonwealth of<br>Kentucky operating under the name Jefferson<br>County Public Schools<br>VanHoose Education Center<br>3332 Newburg Road<br>Louisville, KY 40218 | New Cingular Wireless PCS, LLC<br>575 Morosgo Drive<br>Atlanta, GA 30324  |
| <b>Licensor Contact (for notices)</b>   | <b>Licensee Contact (for notices)</b>   |
| Jefferson County Public Schools<br>CByoung, Building #1<br>3001 Crittenden Drive<br>Louisville, KY 40209<br>Attn: Tommy Knoy, Fiscal Manager, Operations<br>Email: tommy.knoy@jefferson.kyschools.us<br>Phone: 502-485-3626                           | New Cingular Wireless PCS, LLC<br>Attn: Network Real Estate Administration<br>575 Morosgo Drive<br>Atlanta, GA 30324<br>Re: 6900 Fegenbush Ln., Louisville, KY<br>40228/Wireless Installation Agreement: Board of<br>Education of Jefferson County, Kentucky<br>FA Location #: __14802209_____<br><br>Attn: _____<br>Email: _____<br>Phone: 1-800-638-2822<br><br>With a copy (excluding bills) to:<br>New Cingular Wireless PCS, LLC<br>Attn: Network Counsel<br>208 S. Akard Street<br>Dallas, Texas, 75202-4206<br>Re: 6900 Fegenbush Ln., Louisville, KY 40228/<br>Wireless Installation Agreement: Board of<br>Education of Jefferson County, Kentucky<br>FA Location #: __14802209_____<br> |

This License Agreement for Wireless Installation on Private Structure (this "**Agreement**"), between **BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY**, a political subdivision of the Commonwealth of Kentucky operating under the name Jefferson County Public Schools ("**Licensor**") and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, for its own benefit and for the benefit of its Affiliates which participate in this Agreement ("**Licensee**"), is effective as of the latter of the signature dates below (the "**Effective Date**").

Licensor owns or controls that certain parcel or tract of land located at Luhr Elementary School with an address of 6900 Fegenbush Ln., Louisville, Jefferson County, KY 40228 (the "**Property**"). As of the Effective Date, LG&E and KU Services Company, a Kentucky corporation and/or one of its parent entities, subsidiaries or affiliates (as applicable, "**LG&E**") owns or controls a utility pole within the Premises (defined below) on the Property. Licensee desires to, and shall, at Licensee's sole cost and expense (i) promptly after the Effective Date remove the utility pole existing as of the Effective Date and install a new utility pole (the "**Structure**") as shown and described on the attached **Exhibit A** and (ii) use the Structure and the Premises, each in connection with Licensee's wireless communications business. Licensor desires to grant Licensee the right to access and use the Premises in accordance with, and for the purposes described in, this Agreement.

**1. Definitions.**

**1.1 "Affiliate"** of Licensee means any entity that controls, is controlled by, or is under common control with Licensee.

**1.2 "Connection Space"** means space on or within the Structure or Premises (defined below), as generally depicted on the attached Exhibit A, where Licensee's conduits, wires, cables, cable trays and other related equipment (collectively, the **"Connection Equipment"**) that are necessary to connect to Licensee's Network (defined below), external power supply and telephone service, are located.

**1.3 "Equipment Space"** means space on or within the Structure, as generally depicted on the attached Exhibit A, where Licensee has the right to install its Wireless Installation.

**1.4 "Emergency"** means a situation in which there is an imminent threat of injury to person or property, or loss of life.

**1.5 "FCC"** means the Federal Communications Commission.

**1.6 "Frequency" or "Frequencies"** means the frequencies for which Licensee and/or Affiliates hold a license and use to provide wireless telecommunication services and features.

**1.7 "Interference Affecting Licensee"** means undesired RF (defined below) energy that degrades the quality of service on Frequencies, which result in distorted conversations or data transmission or dropped or blocked calls or data transmission each for Licensee or Licensee's Affiliates, or otherwise materially adversely affects the equipment of Licensee or Licensee's Affiliates.

**1.8 "Modifications"** means any modifications, enhancements, expansions, upgrades or equipment replacements, adjustments, shut-downs, disablements, or other changes to a Wireless Installation or any component thereof.

**1.9 "Network"** means the Licensee infrastructure that is used to provide wireless radio telecommunications services on the Frequencies.

**1.10 "Premises"** means the portion of the Property and physical locations of the Equipment Space and the Connection Space, generally depicted as the Premises in Exhibit A, which is attached hereto and incorporated herein by reference.

**1.11 "RF"** means radio frequency.

**1.12 "Transport"** means the public telecommunications infrastructure which permits telecommunications between and among defined Network termination points, which may include a compatible internet protocol network or other compatible broadband service.

**1.13 "Wireless Installation"** means antenna system equipment, including facilities that operate on FCC-approved Frequencies in the bands authorized for commercial wireless communication services by the FCC pursuant to FCC licenses issued to Licensee and Licensee's Affiliates, and all associated equipment, affixed by Licensee to the Structure within the Equipment Space.

**2. Licensee's Rights and Responsibilities.** In consideration of Licensee's installation of the Wireless Installation, Licenser shall require an initial license fee of \$2,500 due and payable within fifteen (15) days of the Effective Date (the **"Initial Fee"**) and a reoccurring annual license fee in the amount of \$2,200 each due and payable on each anniversary of the Effective Date. (the **"Annual Fee"**, together with the Initial Fee are collectively referred to herein as the **"License Fees"**) as set forth on the attached Exhibit

**B.** Licensee shall install the Wireless Installation and Connection Equipment as described in the attached **Exhibit A**. Such Wireless Installation and Connection Equipment shall be within Equipment Space and Connection Space.

## **2.1 Installation.**

**2.1.1** Licensee shall have the right to install, operate, maintain, (subject to Subsection 2.3 below) make Modifications to, repair, replace and remove the Connection Equipment within the Connection Space. Licensee, to the extent feasible, shall locate all Connection Equipment on existing poles within the Connection Space.

**2.1.2** Licensee shall obtain (and shall be solely responsible for obtaining) any approvals or permits required for the installation, operation, maintenance, Modifications, repair, replacement and/or removal of its Wireless Installation and Connection Equipment.

**2.2 Maintenance and Repairs by Licensee.** Licensee, at Licensee's sole cost and expense, shall maintain and repair the Wireless Installation and Connection Equipment, including such maintenance and repairs that are required, as a result of the Wireless Installation and/or Connection Equipment, to keep the Structure in a structurally safe and sound condition. Licensee shall make periodic inspections of the Structure, Wireless Installation and Connection Equipment. If Emergency maintenance and/or repairs to the Wireless Installation and/or Connection Equipment are needed to protect persons, or property, or to allow the use of the Premises, Licensee shall make such repairs within forty eight (48) hours after notice to Licensee from Licensor's Fiscal Manager, Operations. If Licensee does not make such maintenance and/or repairs within forty eight (48) hours after such notice has been given, Licensor shall have the right to make such maintenance and/or repairs at Licensee's sole cost expense, and Licensee shall pay Licensor within thirty (30) days after notice of Licensor's actual costs for such maintenance and or repairs, provided that Licensor furnishes documentation evidencing such costs upon Licensee's request.

**2.3 Modifications.** Subsequent to the original installation of Licensee's Wireless Installation, Licensee may make Modifications to the Wireless Installation, so long as such Modifications to a Wireless Installation do not increase the amount of space used, or, where applicable, the loading beyond the initial loading, without obtaining prior written consent of Licensor. Any Modifications that would involve increasing the space used or the loading on the Structure beyond the original mutually agreed upon amount shall require Licensee to submit a new **Exhibit A** to Licensor, and shall be subject to Licensor's prior written consent, which shall not be unreasonably withheld.

**2.4 Additional Wireless Installation.** If Licensee desires to place an additional Wireless Installation on the Property, it shall propose an additional **Exhibit A** and an additional **Exhibit B** for such additional Wireless Installation to Licensor. If Licensor approves the additional proposed **Exhibit A** and the additional proposed **Exhibit B**, Licensee may proceed with such additional Wireless Installation subject to the terms and conditions in this Agreement. Licensor shall approve or deny a request for such additional Wireless Installation no later than ninety (90) days after Licensee's submission of an additional **Exhibit A** and an additional **Exhibit B**.

**2.5 Monitoring.** Licensee has the right to monitor the operation of the Wireless Installation and Connection Equipment subject to the terms and conditions for access to the Premises set forth in Section 14 below. If Interference Affecting Licensee is discovered, Licensee shall determine the cause of such Interference Affecting Licensee and at its option, may disable or shut down the Wireless Installation and/or Connection Equipment until Licensee is able to determine and eliminate the cause of such Interference Affecting Licensee.

**2.6 Use of Third Parties; Workmanlike Manner.** Licensee may install, operate, maintain, repair, replace, (subject to Subsection 2.3 above) make Modifications to, and remove the Wireless Installation and Connection Equipment using Affiliates and/or third party contractors. All installation, maintenance, repair, replacement, Modifications and removal work shall (i) be performed at Licensee's sole cost and expense in a good and workmanlike manner and (ii) be performed in accordance with all applicable laws, orders,

ordinances, rules and regulations, and all applicable agreements, covenants, restrictions and conditions of record.

**2.7 RF Emissions.** Licensee shall be solely responsible for the RF emissions emitted by its equipment and shall be solely responsible for ensuring RF exposure from its emissions, in combination with the emissions of all other contributing sources of RF emissions, is within the limits permitted under all applicable rules of the FCC. To the extent required by FCC rules, Licensee, at Licensee's sole cost and expense shall install, within the Premises, appropriate signage to notify workers and third parties of the potential for exposure to RF emissions.

**2.8 Removal of Wireless Installation by Licensee.** Subject to the terms and conditions for access set forth in Section 14 below, Licensee (i) may remove the Wireless Installation and Connection Equipment at any time and for any reason and (ii) shall remove the Wireless Installation and Connection Equipment upon the termination or expiration of this Agreement. Upon removal of the Wireless Installation and Connection Equipment pursuant to this subsection or any section or subsection of this Agreement, Licensee shall restore the Premises substantially to its prior condition, normal wear and tear excepted.

**2.9 Liens.** Licensee shall keep the Premises (and Property) free from any liens arising from any work performed, material furnished, or obligations incurred by or at the request of Licensee.

**2.10 Taxes and Other Charges.** Licensee shall pay all taxes and other charges imposed by any federal, state or local authority attributable solely to the Wireless Installation and/or Connection Equipment. If Licenser receives notice of any personal property or real property tax assessment against Licenser, which may affect Licensee and is directly attributable to Licensee's Wireless Installation and/or Connection Equipment, Licenser shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Licenser and/or Licensee.

### **3. Licenser's Rights and Responsibilities.**

**3.1 Utility Pathways.** So long as Licensee obtains Licenser's prior approval in each instance, Licensee may use available conduits, holes, wire ways, electrical lines and other utility pathways located within the Premises reasonably required to allow Licensee to install, operate, maintain, (subject to Subsection 2.3 above) make Modifications to, repair, replace and/or remove the Wireless Installation and the Connection Equipment. If such facilities are not available, so long as Licensee obtains Licenser's prior written consent in each instance, Licensee may install them (or arrange to have them installed) at Licensee's own expense.

**3.2 Space for Wireless Installation and Connection Equipment.** Licenser shall provide to Licensee, at no additional cost (subject to the License Fees) to Licensee, space within the Premises in accordance with **Exhibit A** in order for Licensee to install, operate, repair, maintain, (subject to Subsection 2.3 above) make Modifications to, replace and/or remove the Wireless Installation and Connection Equipment.

**3.3 Exclusive use of Wireless Installation.** Licenser shall not allow any other wireless carrier to use the Wireless Installation or any component thereof.

**4. Interest; Late Payments.** If any of the License Fees is not paid within thirty (30) business days of when due, Licenser shall provide notice to Licensee of such failure, and Licensee shall pay to Licenser 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. Licenser shall invoice Licensee for any such charges incurred.

**5. Term.** The initial term of this Agreement is five (5) years commencing on the Effective Date. The term will renew automatically for five (5) additional five (5) year terms (each a "**Renewal Term**"), unless Licenser 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 or before the end of such Renewal Term as applicable.

**6. Non-Interference.** The Wireless Installation and Connection Equipment shall not interfere with the educational operations of Licensor or with any lawfully installed communications equipment of Licensor or any other person or entity located at the Property on the Effective Date. Licensor shall not permit the installation, on the Property after the Effective Date, of equipment that: (a) causes Interference Affecting Licensee, or (b) prevents Licensee from exercising the rights of access to the Premises granted to Licensee in this Agreement.

**7. Termination by Licensor.** In addition to any other applicable rights or remedies hereunder or otherwise available, Licensor may terminate this Agreement upon ten (10) days prior written notice of termination without further liability if Licensor determines that the Wireless Installation or Connection Equipment unreasonably interferes with the educational operations of Licensor or any equipment of Licensor or any equipment of any other licensee that was located on the Property on the Effective Date, and Licensee has failed to resolve such interference to the reasonable satisfaction of Licensor within thirty (30) days following receipt of written notice of such interference from Licensor.

**8. Regulatory Compliance.** During the term of this Agreement, Licensee shall comply with all federal, state and local laws, orders, ordinances, rules and regulations (including without limitation the rules and regulations of the Kentucky Public Service Commission) and all applicable agreements, covenants, restrictions and conditions of record, applicable to Licensee's access to and use of the Premises. Licensee hereby represents and warrants that LG&E has consented to the actions contemplated by and to be taken by Licensee under this Agreement and all payments and approvals required under the rules and regulations of the Kentucky Public Service Commission in connection with this Agreement have been made and granted.

**9. Transport.** Licensor understands and acknowledges that the Wireless Installation requires connectivity to the Network via compatible Transport. Licensor shall reasonably cooperate with a Transport provider requesting an easement, license, or right-of-way over, under and across the Property in order to provide service to Licensee as Licensee may require. Licensee shall be responsible for the ordering of and payment for such Transport services used for its Wireless Installation.

**10. Ownership.** Licensor does not have, and shall not acquire through this Agreement, any proprietary or ownership rights or interest in the Wireless Installation, the Network, or related components. The Wireless Installation, and all corresponding components, are and shall remain the property of Licensee. Licensee has no proprietary or ownership rights in the Premises or Licensor's facilities, including any Licensor-owned or controlled cabling and distribution systems if used as part of a Wireless Installation. Licensee shall maintain sole control over any transmitting device that operates within Licensee's assigned Frequencies.

**11. Hazardous Materials.** Licensor represents and warrants that it has no actual knowledge of any Hazardous Materials on or affecting the Premises. Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil or health and safety. Licensor shall comply with applicable state and federal environmental laws and regulations including those governing hazardous materials and waste. If Licensee discovers, uncovers, disturbs or otherwise reveals any existing Hazardous Materials within the Premises, including but not limited to asbestos, then it must immediately stop any work in progress and report such findings to Licensor. If Licensor has not commenced and diligently pursued corrective action to remediate such Hazardous Materials within thirty (30) days after Licensee's discovery then Licensee may remove its Wireless Installation from the affected Premises. Licensee has no obligation to perform work at the Premises that is not in a safe working environment. Licensee does not handle, remove or dispose of Hazardous Materials. Licensee shall not be liable for any Hazardous Materials not brought onto the Property by Licensee nor Licensee's employees, agents nor contractors.

**12. Insurance.**

**12.1** Licensee shall maintain:

**12.1.1** Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate on Insurance Services Office (ISO) policy form CG 00 01 or its equivalent.

**12.1.2** Umbrella or Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate. Licensee may meet this requirement by any combination of primary and umbrella/excess insurance.

**12.1.3.** On or before the Effective Date and promptly upon Licensor's request from time to time thereafter, Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder. Licensor shall be included as an additional insured in such policies. Licensee shall also carry insurance that shall protect it from claims under any worker's compensation law that may be applicable as a result of work performed pursuant to this Agreement. All insurance required shall remain in force until all of Licensee's equipment and facilities (including without limitation Wireless Installation and Connection Equipment) have been removed from the Premises.

**12.2** Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in Subsection 12.1, provided that on or before the Effective Date and promptly upon Licensor's request thereafter, Licensee furnishes to Licensor documentation reasonably satisfactory to Licensor evidencing such self-insurance coverages.

**13. 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 timely pay any of the License Fees or any other sum payable by Licensee within thirty (30) days following receipt of written notice from Licensor of the delinquency; (2) if the Property or Premises is made subject to any lien arising from any work performed, material furnished, or obligations incurred by or at the request of Licensee, and such lien is not removed within thirty (30) days following receipt of written notice from Licensor of the existence of such lien; (3) if Licensee fails to fulfill any representation or warranty or perform any other term of this Agreement, and such failure continues (a) for more than the cure period (if any) expressly set forth in this Agreement applicable to such failure, or (b) if no such cure period is expressly set forth in this Agreement applicable to such failure thirty (30) days after written notice from Licensor, except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensee to complete such cure of such failure if Licensee continuously and diligently pursues completion of such cure; or (4) if Licensee makes a transfer in fraud of creditors.

If an event of default by Licensee occurs, Licensor (without notice or demand except as expressly required above) may seek any remedy available to it at law or in equity, and, in addition to any other rights of Licensor set forth in this Agreement, Licensor may terminate this Agreement upon thirty (30) days prior written notice to Licensee, in which event Licensee will immediately surrender the Premises to Licensor.

Notwithstanding anything in this Agreement to the contrary, if Licensor is in breach of any representation, warranty or term in this Agreement, and such failure continues for more than thirty (30) days after written notice from Licensee, except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensor to complete the cure of such failure if Licensor continuously and diligently pursues completion of such cure, Licensee may seek any remedy available to it at law or in equity, and, in addition to any other rights of Licensee set forth in this Agreement, Licensee may upon thirty (30) days prior written notice to Licensor terminate this Agreement.

Upon removal of one or more Wireless Installation after termination of this Agreement by Licensor under this section or any section or subsection of this Agreement, Licensee shall be entitled to a refund of any portion of the License Fees paid for any period after the date of such termination.

**14. Access.** Licensee and its employees, agents and contractors, shall have, at no additional charge,

access to the Premises for non-Emergency visits for the purposes stated in this Agreement on Monday through Saturday, from 7 a.m. to 7 p.m., or in an Emergency, Licensee shall have immediate access to the Premises at any time, after first giving telephone notice to Licensor's Fiscal Manager, Operations or his designee at the following telephone number: 502-485-3626. Licensor grants Licensee a non-exclusive right of pedestrian and vehicular access to and over the Premises, from an open and improved public road to the Premises, for the purposes stated in this Section 14 including the installation, operation, maintenance, repair, removal, or (subject to Subsection 2.3 above) Modifications of the Wireless Installation and Connection Equipment in accordance with the terms and conditions of this Agreement.

**15. "As Is", "Where Is".** Licensee (i) accepts the Premises, and the Structure "AS IS", "WHERE IS" and "With All Faults" for the purposes for which the same is licensed, and (ii) waives any claims against Licensor in respect of defects in the Premises and/or the Structure, unless expressly provided hereunder, or if resulting from the willful or gross negligent act or omission of Licensor, its employees, agents or contractors.

**16. Indemnification.** Licensee agrees to and shall indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) to the extent arising from and/or relating to the installation, use, operation, maintenance, Modifications, repair and/or removal of the Wireless Installation and/or Connection Equipment and/or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, agents or independent contractors.

**17. Surrender.** Upon the expiration or termination of this Agreement for any cause, Licensee shall peacefully vacate the Premises in good order and condition except for normal and reasonable wear and tear resulting from Licensee's use of the Premises, and Licensee shall remove any and all Wireless Installation and Connection Equipment from the Property. Licensee shall repair any damage to the Premises, the Property and/or the Structure caused by Licensee's use of the Premises, the Property and/or the Structure (except for normal and reasonable wear and tear) and Licensee shall repair any and all damage caused by removal of Wireless Installation and Connection Equipment.

**18. Limitations of Liability. EXCEPT FOR (AND SUBJECT TO) THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 16 ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT.**

**19. Miscellaneous.**

**19.1 Notices.** All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service), or sent by certified or registered mail, return receipt requested, or sent by a nationally recognized overnight courier service that provides tracking and proof of receipt of items mailed, or sent by email transmission followed by delivery of a hard copy. Such notices or other communications shall be deemed received: (1) if personally delivered, when so personally delivered, (2) if sent by certified or registered mail, return receipt requested, three (3) business days following deposit in the U.S. mail, (3) if sent by overnight courier service, the next business day after deposit with such service or (4) if sent by email, when transmitted (with proof of transmission) provided that delivery is made via overnight courier service the following business day.

Notice of change of address shall be given by written notice in the manner detailed in this Subsection 19.1. Each party's respective attorney shall have the right to deliver notices on such party's behalf. Each party's contact information for notices is set forth at the top of page 1 of this Agreement, along with each party's contact phone number for day to day operations.

**19.2 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.

**19.3 Change of Law.** In the event that any legislative, regulatory, judicial, or other action materially affects the rights or obligations of the parties hereto, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of the Wireless Installation or Connection Equipment, that differ, in any material respect from the terms of this Agreement ("**New Law**"), then either party hereto may, upon thirty (30) days' notice (the "**New Law Notice**") to the other party hereto, require that the terms of this Agreement be renegotiated to conform to the New Law. Such conformed terms shall then apply on a going forward basis for all existing and new Wireless Installation, unless the New Law requires retroactive application, in which case such new terms shall apply retroactively, as required by the New Law. In the event that the parties are unable to agree upon new terms within ninety (90) days after such New Law Notice is delivered by the delivering party to the other party, then the party which requested renegotiation may terminate this Agreement by delivering written notice to the other party.

**19.4 Assignment.** Neither party hereto shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other party hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensee may assign its rights and obligations to an Affiliate without consent upon thirty (30) days' notice.

**19.5 Severability.** If any provision of this Agreement is invalid or unenforceable with respect to any party hereto, 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.

**19.6 Survival.** The terms and provisions of this Agreement that by their nature require performance by either party hereto after the termination or expiration of this Agreement shall be and remain enforceable for a period of one (1) year after such termination or expiration.

**19.7 No Waivers.** No provision of this Agreement shall 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.

**19.8 Waiver of Jury Trial.** Each party hereto waives its right to a trial by jury on disputes arising from this Agreement.

**19.9 Binding on Heirs.** The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**19.10 Execution in Counterparts.** This Agreement may be executed in several counterparts, including by counterpart facsimiles or emails, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

**19.11 Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter herein and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral. No change, modification or waiver of any of the terms of this Agreement shall be binding unless made in writing signed by both parties hereto. Furthermore, no writing shall be considered to be a change, modification or waiver of this Agreement unless such writing is expressly identified as a change, modification or waiver with specific reference to the provision(s) of this Agreement to be changed modified or waived.



**19.12 Exhibits.** Each reference in this Agreement to an Exhibit shall mean an Exhibit to this Agreement unless expressly otherwise indicated and all such Exhibits are made a part hereof and incorporated by reference herein.

**19.13 Gender; Number.** As used herein, any gender includes all other genders, the singular includes the plural, and the plural includes the singular.

**19.14 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.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be effective as of the last date written below.

**LICENSOR:**

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

By: \_\_\_\_\_

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

Title: Superintendent

Date: \_\_\_\_\_

**LICENSEE:**

**NEW CINGULAR WIRELESS PCS, LLC**,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

Name: Pompin Coleman

Title: Area Manager C & E

Date: 1/11/2019

**Attachments:**

**Exhibit A** - Description and Location of Premises, Structure, Wireless Installation, Equipment Space and Connection Space

**Exhibit B** - License Fees

**Exhibit A**

**Description and Location of Premises, Structure, Wireless Installation, Equipment Space and Connection Space  
[attached hereto]**

**Drawings prepared by Ansco & Associates 4/16/18**

**6900 Fegenbush Lane Louisville, KY 40228**

**Lat: 38.148562**

**Long: -85.628488**

**Exhibit B**

**License Fees**

**Location:** Luhr Elementary School at 6900 Fegenbush Ln., Louisville, KY 40228

**Initial Fee:** \$2,500 due and payable within fifteen (15) days of the Effective Date

**Reoccurring Annual License Fees:** \$2,200 each due and payable on each anniversary of the Effective Date

**Term:** Five (5) year term with five (5) optional renewal terms that, subject to the terms and conditions of this Agreement, occur automatically without written notice of nonrenewal at least one hundred eighty (180) days before the end of the then current term

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