

AMH 1-3-2025

**JEFFERSON COUNTY PUBLIC SCHOOL SYSTEM
AMENDED AND RESTATED COMMUNICATIONS FACILITY SPACE LICENSE
AGREEMENT**

THIS AMENDED AND RESTATED COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT (“**Agreement**”) is entered into as of the latter of the signature dates below (“**Effective Date**”), by and between the **Board of Education of Jefferson County, Kentucky**, operating under the name **Jefferson County Public Schools (“JCPS”)** and **T-Mobile Central LLC**, a Delaware limited liability company, successor-in-interest to Powertel/Memphis, Inc., a Delaware corporation (together with its successors and permitted assigns, “**Licensee**”). This Agreement shall not amend and restate the Prior Agreement (as defined below) until July 1, 2025 (the “**Commencement Date**”).

RECITALS

WHEREAS, JCPS and Licensee entered into that certain Communications Facility Space License Agreement having an effective date of September 29, 2015 (the “**Prior Agreement**”) whereby JCPS licensed to Licensee certain space described therein pursuant to the terms of the Prior Agreement, that is a portion of the property located at Manual High School, 120 West Lee Street, Louisville, Kentucky 40208 (the “**Property**”). The Prior Agreement annexed Proposal No. M-965-5656 issued by JCPS, which established the terms and conditions for the grant by JCPS to Licensee for the use of space on towers or other structures owned or controlled by JCPS for the placement of Licensee’s wireless communications equipment in or on such towers or structures (the “**Proposal**”); and

WHEREAS, JCPS and Licensee desire to amend and restate the Prior Agreement so that Licensee has the right to continue to use a portion of the Property in accordance with this Agreement and subject to the Proposal.

WHEREAS, JCPS desires to grant Licensee the right to use the space at the site (the “**Site**”) described on the Site Designation Form attached to this Agreement as **Exhibit A** and made part hereof. **Exhibit A** also describes the JCPS structure (the “**Structure**”) on the Site; the unmanned radio communications equipment and related telecommunications activities of Licensee (the “**Communications Facility**”) for which the Site will be used by Licensee; and the annual license payment by Licensee (the “**Annual Fee**”).

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

AGREEMENT

1. SPECIFICATIONS. Licensee shall comply with certain prohibitions, requirements and technical specifications (collectively, the “**Specifications**”). A copy of the Specifications is attached hereto as **Exhibit C**. To the extent any provision of this Agreement (including exhibits) conflicts with the Specifications, the provision of this Agreement shall control.

2. **REGULATORY COMPLIANCE.** During the term of this Agreement, Licensee will comply with all federal, state and local laws, orders, ordinances and regulations applicable to Licensee's access to and use of the Site.

3. **NON-INTERFERENCE.** The Communications Facility shall not interfere with the educational operations of JCPS or with any communications equipment or facilities of JCPS or any other person or entity located (and/or who has equipment located) at the Site as of the date of the Prior Agreement. JCPS will not permit any person or entity that was not located at the Site on the date of Licensee's original installation of Licensee's equipment under the Prior Agreement to install equipment on the Site after the Effective Date that: (a) results in technical interference problems with the Communications Facility, or (b) prevents Licensee from exercising the rights of access to the Site granted to Licensee under Sections 10 and 14 of this Agreement. Subject to Section 22, such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for using commercially reasonable efforts to cause such interference to cease within forty-eight (48) hours after receipt of such notice, and if such interference does not cease within such forty-eight (48) hour period, continuing to diligently pursue the ceasing of such interference until such interference has been corrected. Subject to Section 22, in the event any such interference cannot be resolved within thirty (30) days thereafter, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

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

5. **TERM.** The initial term of this Agreement is five (5) years commencing on the Commencement Date. The term will renew automatically for two (2) additional five (5)-year renewal terms (each a "**Renewal Term**"), unless Licensee or JCPS provides written notice of nonrenewal to the other party hereto at least sixty (60) days before the end of the initial term or before the end of such Renewal Term. This Agreement may be renewed for one or more additional terms after the end of the second Renewal Term, upon written agreement of the parties. It is expressly understood that all rights granted to Licensee under this Agreement are irrevocable until this Agreement expires or sooner terminates as herein provided.

6. **TERMINATION BY JCPS.** In addition to any other applicable rights or remedies hereunder or otherwise available, JCPS may terminate this Agreement on sixty (60) days prior written notice of termination without further liability if JCPS determines that the Communications Facility unreasonably interferes with any equipment of JCPS or any equipment of any other licensee that was located on the Site as of the date of the Prior Agreement and Licensee has failed to resolve such interference to the reasonable satisfaction of JCPS in a reasonable time (which in no event will be more than sixty (60) days) following receipt of written notice of interference. Should JCPS determine the need to remove the Structure due to renovations or expansion of a school or other JCPS-owned building, JCPS shall have the right to terminate this Agreement nine (9) months after written notice from JCPS to Licensee and, the

prorated Annual Fee for the remainder of that year of the term will be returned by JCPS to Licensee.

However, if JCPS determines that there is an option to relocate the Structure on the same campus in a location acceptable to JCPS and Licensee, Licensee may at its sole expense relocate the Structure and all Licensee's communications equipment in or on the Structure, if (and only if) there are a manner and times acceptable to JCPS for Licensee to do so, in which case this Agreement shall not be terminated, (and the prorated Annual Fee for the remainder of that year of the term will not be returned by JCPS to Licensee), and this Agreement shall be amended to reflect that the Structure and such communications equipment have been relocated. If Licensee determines that the new proposed location is not acceptable, then this Agreement shall terminate upon the date that is nine (9) months following JCPS's prior written notice of such relocation. Licensee shall also have the right to locate, at Licensee's sole expense, a reasonable cell-on-wheels, or other reasonable temporary antenna facility in an area on the Property reasonably acceptable to JCPS during a relocation period in order for Licensee to maintain service or in the event of termination due to renovations or expansion, in which case such cell-on-wheels or other temporary antenna facility may remain on the Property for up to twelve (12) months from the Structure removal date. JCPS shall cooperate with the placement of the temporary facility at a mutually acceptable location.

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

8. **PAYMENTS OF ANNUAL FEE.** The Annual Fee is due within thirty (30) days of the Commencement Date of this Agreement, and again on each subsequent anniversary of the Commencement Date. The Annual Fee will be prorated for any fractional year. The Annual Fee is payable to JCPS at the address in Section 32.

9. **INTEREST; LATE ANNUAL FEE.** If any Annual Fee is not paid within thirty (30) business days of when due, Licensee, upon receipt of notice from JCPS of such late payment, shall pay to JCPS a late fee for each such late payment of One Hundred Fifty and no Dollars (\$150.00), plus interest after the due date until paid at the current prime interest rate of PNC Bank, but in no event shall exceed that permitted by law.

10. **APPROVED COMMUNICATIONS FACILITY.** Licensee may use the Site for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, the Communications Facility, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources, related equipment and structures and, if applicable to the Site, an antenna support structure only for the Communications Facility, which such Communications Facility is

specified on **Exhibit A** and **Exhibit B** attached hereto and made part hereof. If necessary, Licensee's equipment and facilities may be mounted on the ground near the Structure. In such case, Licensee shall provide a detailed plan of the necessary equipment and ground space, including any necessary utility easements, and such equipment shall be included in the definition of Communications Facility. The plan for the use of such equipment and ground space shall be set forth on **Exhibit B** attached hereto and made part hereof. To the extent any provision of this Agreement conflicts with any provision in the plan for the use of such equipment and ground space set forth on **Exhibit B**, the provision of this Agreement shall control, and any reference to a "lease" and "lease area" in such plan shall be construed as a "license" and "license area". Similarly, to the extent any provision of this Agreement conflicts with any provision set forth in **Exhibit C**, the provision of this Agreement shall control.

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

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

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

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

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

13. UTILITIES. Licensee may at its expense obtain electric, telephone and any other utility service (including, but not limited to, the installation of emergency power generators) that is necessary for the operation of the Communications Facility. Licensee 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.

14. ACCESS. Access to the Site for non-emergency visits for the purposes stated above will be Monday through Saturday, 7 a.m. to 7 p.m. In an emergency, Licensee will have immediate access to the Site at any time, after first giving telephone notice to the JCPS Specialist Fiscal Operations at (502) 485-3626 or his or her designee.

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

16. REQUIRED INSURANCE OF LICENSEE. Licensee shall during the term of this Agreement (i) at Licensee's expense, keep in force not less than the following insurance with reputable national insurers and (ii) at no expense to JCPS, cause each of Licensee's independent contractors to keep in force not less than the following insurance with reputable national insurers:

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

Commercial General Liability Insurance: operations hazard, claims arising from each of Licensee's independent contractors, contractual liability and products and completed operations liability, for not less than Five Million Dollars (\$5,000,000) limit per occurrence and in the aggregate (including bodily injury, personal injury and property damage liability). The limit required above may be satisfied through the combination of primary and excess liability policies. Licensee shall (i) include JCPS as an additional insured on its Commercial General Liability Insurance and (ii) cause each of Licensee's independent contractors to include JCPS as an additional insured on such independent contractors' respective Commercial General Liability Insurance.

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

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

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

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

[1] any occurrence in, upon or at the Site or the Structure caused by the act or omission of Licensee or its agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers, unless caused by the willful or negligent act or omission of JCPS or JCPS' employees, contractors, invitees, tenants or licensees; or

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

18. **ASSIGNMENT BY LICENSEE.** Licensee may assign or sublicense this Agreement to any parent, subsidiary or affiliate of Licensee; any partnership, venture or new corporation formed by Licensee; or any purchaser of substantially all of the assets of Licensee. For purposes of the foregoing provision, "parent, subsidiary or affiliate" means any entity that wholly owns Licensee, any entity that is wholly owned by Licensee, or any entity that is wholly owned by either such entity. Any other assignment, sublicense or other transfer shall be void unless approved in writing by JCPS, such approval not to be unreasonably withheld, conditioned or delayed.

19. **REPAIRS - LICENSEE'S OBLIGATION.** Licensee shall, at all times during the term of this Agreement at Licensee's expense, maintain and make all repairs to the Communications Facility as are required to keep the Structure in a structurally safe and sound condition, including periodic inspections and maintenance of the Communications Facility, the Structure and the Site to the extent required or advisable because of the addition and/or existence of the Communications Facility. If Licensee does not make such repairs within thirty (30) days after receipt of notice from JCPS that such repairs are required (the "**Repairs Notice**"), then JCPS may make the repairs, and Licensee shall pay JCPS on demand JCPS' actual costs of the repairs, plus overhead provided JCPS supplies documentation evidencing said costs. Notwithstanding the foregoing, in the event that Licensee does not agree that such repairs are needed, it shall procure a report, at Licensee's sole cost, made by a licensed engineer to issue a written opinion therein, and shall present such report to JCPS evidencing such engineer's findings within thirty (30) days of the receipt of the Repairs Notice. The parties shall then work together toward a mutually amicable solution taking into account such report. If the parties do not obtain such a solution (if applicable) within ninety (90) days after JCPS delivers the Repairs Notice to Licensee, then JCPS shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Licensee.

If emergency repairs are needed to protect persons, or property, or to allow the use of the Site, Licensee shall make such repairs within twenty-four (24) hours after telephone notice to Licensee from the JCPS Specialist Fiscal Operations. If Licensee does not make such repairs within twenty-four (24) hours after such telephone notice has been given, JCPS may make such repairs at Licensee's expense, plus overhead provided JCPS supplies documentation evidencing said costs.

20. REPAIRS - JCPS' OBLIGATION. JCPS shall, during the term of this Agreement, and at JCPS' expense, keep the Site, the Structure, and any improvements located thereon owned or controlled by JCPS in a structurally sound and safe condition, other than any maintenance and repairs to the Communications Facility, the Site and the Structure that are the responsibility of Licensee under Section 19 of this Agreement.

21. SURRENDER OF SITE. Upon the termination of this Agreement for any cause, Licensee shall peacefully vacate the Site in good order and condition except for reasonable wear and tear resulting from Licensee's use of the Site. Licensee will remove the Communications Facility, but the Structure and any improvements made to the Structure that are not part of the Communications Facility will remain the property of JCPS. Licensee will repair any damage to the Site or the Structure other than such reasonable wear and tear, or any damage caused by removal of the Communications Facility.

22. DEFAULT AND REMEDIES. The occurrence of any one or more of the following events constitutes an "event of default" by Licensee: (1) if Licensee fails to pay any Annual Fee or any other sum payable by Licensee within thirty (30) days following receipt of written notice from JCPS of the delinquency; (2) if the Site or the Structure is made subject to any lien arising from any work performed, material furnished, or obligations incurred by or at the request of Licensee, and such lien is not removed within thirty (30) days following receipt of written notice from JCPS of the existence of such lien; (3) if Licensee fails to perform any other term of this Agreement, and such failure continues (a) for more than the cure period (if any) expressly set forth in this Agreement applicable to such failure, or if no such cure period is expressly set forth in this Agreement applicable to such failure (b) for thirty (30) days after written notice from JCPS, except such thirty (30) day cure period will be extended as reasonably necessary to permit Licensee to complete such cure of such failure if Licensee continuously and diligently pursues completion of such cure; (4) if any petition is filed by or against Licensee, under the federal Bankruptcy Code or any similar law (and is not dismissed within ninety (90) days after the filing thereof), or Licensee is adjudged bankrupt or insolvent in proceedings filed under the federal Bankruptcy Code or any similar law; (5) if a receiver, custodian, or trustee is appointed for Licensee or for any of its assets and is not vacated within sixty (60) days; or (6) if Licensee becomes insolvent or makes a transfer in fraud of creditors.

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

Notwithstanding anything in this Agreement to the contrary, if JCPS is in breach of any representation, warranty or agreement in this Agreement, and such failure continues for more than thirty (30) days after written notice from Licensee, except such thirty (30) day cure period will be extended as reasonably necessary to permit JCPS to complete the cure of such failure if JCPS continuously and diligently pursues completion of such cure, Licensee may upon thirty (30) days prior written notice to JCPS terminate this Agreement.

23. QUIET ENJOYMENT. JCPS covenants and warrants that Licensee will have the use of the Site for the purposes described in this Agreement, subject to the provisions of this Agreement, during the term of this Agreement.

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

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

25. ENVIRONMENTAL MATTERS

JCPS represents and warrants to Licensee that it has no knowledge of any Environmental Hazards on or affecting the Site. Licensee will not bring to, transport across or dispose of any Environmental Hazards on the Site without JCPS' prior written approval, which approval shall not unreasonably be withheld, except Licensee may keep on the Site substances used in back up power units (such as batteries and diesel generators) commonly used in the wireless telecommunications industry without the necessity of obtaining prior consent.

"Environmental Hazards" means hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), 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 promulgated thereunder.

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

26. **SUBORDINATION AGREEMENT.** This Agreement is subject and subordinate to the lien of all mortgages and deeds of trust which may now exist or hereafter be placed on or against the Site or the interest therein of JCPS or the Jefferson County School District Finance Corporation, without the necessity of having further instruments executed by Licensee to effect such subordination, but only upon the condition that any such mortgagee, beneficiary or trustee expressly agrees not to disturb the right of Licensee to use the Site under this Agreement.

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

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

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

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

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

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

JCPS:

Jefferson County Public Schools
3001 Crittenden Drive
Louisville, KY 40209
Attention: Amanda Satterly
Coordinator of Fiscal Operations
Email: amanda.satterly@jefferson.kyschools.us

LICENSEE:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management
Email: propertymanagement@t-mobile.com
Site # 9LV1083H

with a copy to:

Jefferson County Public Schools
P.O. Box 34020
Louisville, KY 40232
Attention: Legal Counsel
Email: amanda.herzog@jefferson.kyschools.us

Any such notice is deemed received one (1) business day following deposit with a reliable overnight courier, or five (5) business days following deposit in the mails, or the day that the email is received, as required above. JCPS or Licensee may designate any other address by written notice to the other.

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

34. NO LIENS. The Communications Facility will at all times be and remain the property of Licensee and will not be subject to any lien or encumbrance created or suffered by JCPS. Licensee has the right to make such public filings as it deems necessary or desirable to evidence Licensee's ownership of the Communications Facility. JCPS waives all JCPS' lien on any property of Licensee (whether created by statute or otherwise). Notwithstanding the foregoing, in the event of termination or expiration of this Agreement, if the Communications Facility is not removed from the Site within sixty (60) days thereafter, any equipment remaining at the Site shall be deemed abandoned, JCPS' waiver of lien shall be voided, and JCPS shall have title to the remaining equipment; provided, however, JCPS shall have the right to charge Licensee for the cost of removing and disposing such equipment by delivering written evidence of such cost to Licensee, and in such event Licensee shall promptly pay or reimburse JCPS for such cost.

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

36. REQUIRED CONSENTS. JCPS represents and warrants that JCPS has obtained all required consents in connection with entering into this Agreement (including, without limitation, all master landlord, lender and secured party consents, if applicable). Licensee represents and warrants that Licensee has obtained all required consents in connection with entering into this Agreement.

37. RECORDING OF DOCUMENTS. JCPS agrees to cooperate with the recording of a Memorandum of Agreement (or an Amended and Restated Memorandum of Agreement) requested by Licensee under Section 38 (together with such changes and exhibits

therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located. Licensee agrees to cooperate with the recording of a release of any Memorandum of Agreement (or any Amended and Restated Memorandum of Agreement) requested by JCPS under Section 38 (together with such changes and exhibits therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located (which such Licensee agreement to cooperate shall survive the termination or expiration of this Agreement).

38. MISCELLANEOUS. Upon the written request of Licensee, JCPS shall promptly execute and deliver to Licensee a recordable Memorandum of Agreement (or a recordable Amended and Restated Memorandum of Agreement) in the form reasonably acceptable to Licensee and JCPS. Upon the termination or expiration of this Agreement and upon written request of JCPS, Licensee shall promptly execute and deliver to JCPS a recordable release of any Memorandum of Agreement (or any Amended and Restated Memorandum of Agreement) recorded pursuant to the immediately preceding sentence, in the form reasonably acceptable to JCPS. Each party will execute, within twenty (20) days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current fees amounts and whether any fees have been paid in advance.

39. AMENDMENT AND RESTATEMENT OF PRIOR AGREEMENT. The parties acknowledge and agree that as of the Commencement Date, this Agreement shall amend and restate the Prior Agreement in its entirety. As of the Commencement Date, the terms of this Agreement shall control.

40. COUNTERPARTS. This Agreement may be executed in counterparts each of which shall be deemed to be an original but all of which together shall constitute but one agreement. Scanned and emailed copies of the executed signature pages of this Agreement shall be effective and binding upon the parties as if such signatures were original signatures.

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

“JCPS”:

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

By: _____
Dr. Martin A. Pollio, Ed.D.
Superintendent

Date: _____

“LICENSEE”:

T-MOBILE CENTRAL LLC,
a Delaware limited liability company

By: Li Boyer

Name: Elisabeth Boyer

Title: Sr. Manager, Technology Sourcing

Date: 10/25/2024



EXHIBIT A
SITE DESIGNATION FORM

LICENSEE: T-Mobile Central LLC ("T-Mobile")

DESCRIPTION OF THE (i) STRUCTURE LOCATED ON THE SITE TO BE USED BY LICENSEE AND (ii) SITE: (x) Self-support tower located at the Property known as Manual High School having an address of 120 West Lee Street, Louisville, Kentucky 40208, and (y) certain ground space beneath and surrounding such tower to be used by Licensee for placement and operation of Licensee's equipment and facilities as described in the detailed plans attached hereto and incorporated herein as **Exhibit B**.

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

ANNUAL FEE: Twenty-Six Thousand Eight Hundred Seventy-Eight and 32/100 Dollars (\$26,878.32) per year. The Annual Fee shall escalate by three percent (3%) every year this Agreement is in effect.

EXHIBIT B

EQUIPMENT AND GROUND SPACE PLAN

[attached hereto]

T-Mobile

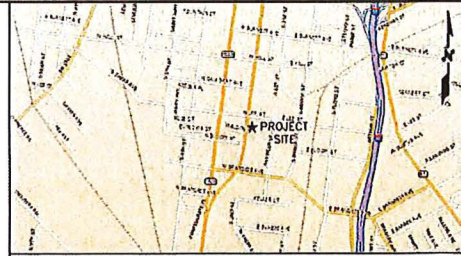
SITE NAME & ADDRESS
DUPONT MANUAL H.S.
120 WEST LEE STREET
LOUISVILLE, KY 40208

SITE NUMBER
9LV1083H

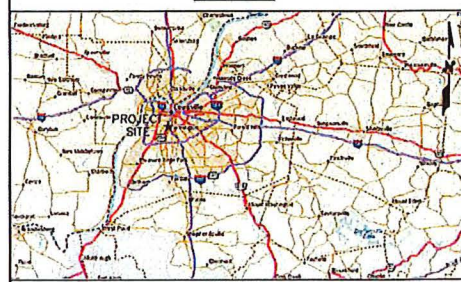
T-MOBILE
MODERNIZATION ON

CO-LOCATE

SELF-SUPPORTING TOWER



VICINITY MAP



AREA MAP

T-Mobile
 3800 EZZELL ROAD
 SUITE 8015
 NASHVILLE, TN 37211

Excell
COMMUNICATIONS
 3608 7TH COURT SOUTH
 BIRMINGHAM, ALABAMA 35222
 PHONE: 205.855.0188
 PROFESSIONAL ENGINEER

CREEKSIDE
 DESIGN
 4810 W. PARKWAY
 SUITE 1000
 LOUISVILLE, KY 40228

PROJECT NO:
 DRAWN BY: EKL
 CHECKED BY: LG
 APPROVED BY: CBS

1 8/20/20 ISSUED FOR CONSTRUCTION
 2 9/17/20 ISSUED FOR REVIEW



DUPONT MANUAL H.S.
SITE# 9LV1083H
 120 WEST LEE STREET
 LOUISVILLE, KY 40208

TITLE SHEET
 SHEET NUMBER
01

DRAWING INDEX	
DRAWING NO.	DESCRIPTION
01	TITLE SHEET
02	SITE PLAN
03	TOWER ELEVATION & PLAN
04	RF DATA & ANTENNA CONFIGURATION
04A	RF DATA & ANTENNA CONFIGURATION
04B	RF DATA & ANTENNA CONFIGURATION
04C	RF DATA & ANTENNA CONFIGURATION

APPLICANT ADDRESS
 EXCELL COMMUNICATIONS, INC.
 3608 7TH COURT SOUTH
 BIRMINGHAM, AL 35222
 CONTACT: LARRY COLE
 PHONE: (205) 504-7113

PROJECT ENGINEER
 EXCELL COMMUNICATIONS, INC.
 3608 7TH COURT SOUTH
 BIRMINGHAM, AL 35222
 CONTACT: LARRY COLE
 PHONE: (205) 504-7113

APPLICABLE BUILDING CODES AND STANDARDS

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION OVER THE LOCATION.

CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS: 8/20/20
 AMERICAN CONCRETE INSTITUTE (ACI) 308, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
 AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, FOURTEENTH EDITION
 TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222, REVISION G, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES
 TIA 507, COMMERCIAL BUILDING GRADING AND FINISHING REQUIREMENTS FOR TELECOMMUNICATIONS

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE), BY ORDER FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
 IEEE 1100 (1999), RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE 682.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C1" AND HIGH SYSTEM EXPOSURE)

ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM ENVIRONMENTAL PROTECTION

LATEST EDITION OF N.E.C. AND I.B.C. AS ADOPTED BY THE LOCAL JURISDICTION

TOWER OWNER
 JEFFERSON COUNTY PUBLIC CO-OP
 C.B. YOUNG SERVICE CENTER
 301 CRAFTSMEN DR.
 LOUISVILLE, KY 40209
 PHONE: 502-485-3175

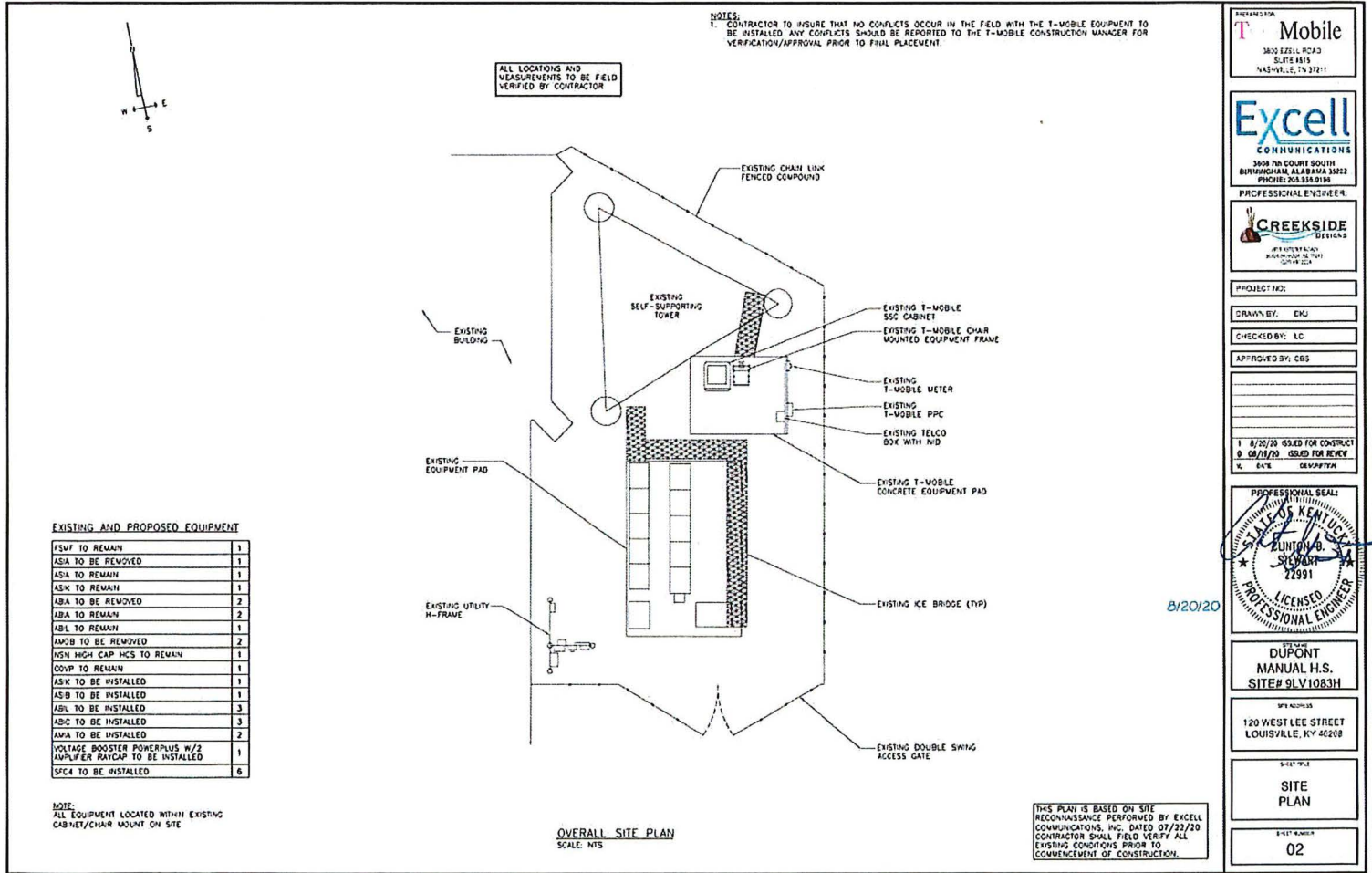
TOWER DATA (NAD 83)

TOWER TYPE: SELF-SUPPORTING TOWER
 TOWER HEIGHT: 130 ASL
 LATITUDE: 38 22'42.00" NORTH
 LONGITUDE: 85 38'18.00" WEST
 PERMITTING COUNTY: JEFFERSON COUNTY

DRAWING INDEX

DIRECTIONS TO SITE FROM 360 EZZELL RD. - HEAD SOUTH ON EZZELL RD TOWARD SPYERT LN. USE THE WOOLLY LANE TO TURN LEFT ON TO HAYWOOD LN. USE THE RIGHT LANE TO TAKE THE INTERSTATE AND RAMP MERGE ON I-75. KEEP RIGHT AT THE FORK TO STAY ON I-75. FOLLOW SOUTHWEST CORNER ON I-75 TO I-275 INTERSTATE EX. KEEP RIGHT TO STAY ON I-275. KEEP RIGHT AT THE FORK TO CONTINUE ON I-275. KEEP LEFT AT THE FORK TO STAY ON I-275. KEEP LEFT TO STAY ON I-275. TAKE EXIT 131 TO I-275 AND US40. AT WESTERN PKWY. TURN LEFT ONTO UNIVERSITY BLVD. TURN RIGHT FIFTEEN FEET WEST ON US40. AT TRAFFIC CIRCLE, TAKE THE 4TH EXIT ONTO E BRANDON AVE. CONTINUE ONTO E CARROLL BLVD. TURN RIGHT ONTO S 202 ST. BEYOND I-275 ON I-275. TURN RIGHT ONTO E CARROLL BLVD. TURN RIGHT ONTO S 202 ST. BEYOND I-275 ON I-275. TURN RIGHT ONTO E CARROLL BLVD. TURN RIGHT ONTO S 202 ST. BEYOND I-275 ON I-275. TURN RIGHT ONTO E CARROLL BLVD. TURN RIGHT ONTO S 202 ST. BEYOND I-275 ON I-275.

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL METHODS OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.



PREPARED FOR
T-Mobile
3605 ELLIOTT RD
SUITE 1815
NASHVILLE, TN 37217

Excell
COMMUNICATIONS
3608 TWO COURSE SOUTH
BIRMINGHAM, ALABAMA 35222
PHONE: 205.918.9198

PROFESSIONAL ENGINEER
CREEKSIDE
DESIGNS
JEFFERSON ROAD
BIRMINGHAM, AL 35202

PROJECT NO:
DRAWN BY: EJK
CHECKED BY: LC
APPROVED BY: CBS

1. 8/20/20 ISSUED FOR CONSTRUCTION
0. 08/17/20 ISSUED FOR REVIEW
N. DATE DRAFTSMAN

PROFESSIONAL SEAL
STILES KEATON
ENGINEER
STATE OF ALABAMA
NO. 22991
LICENSED PROFESSIONAL ENGINEER

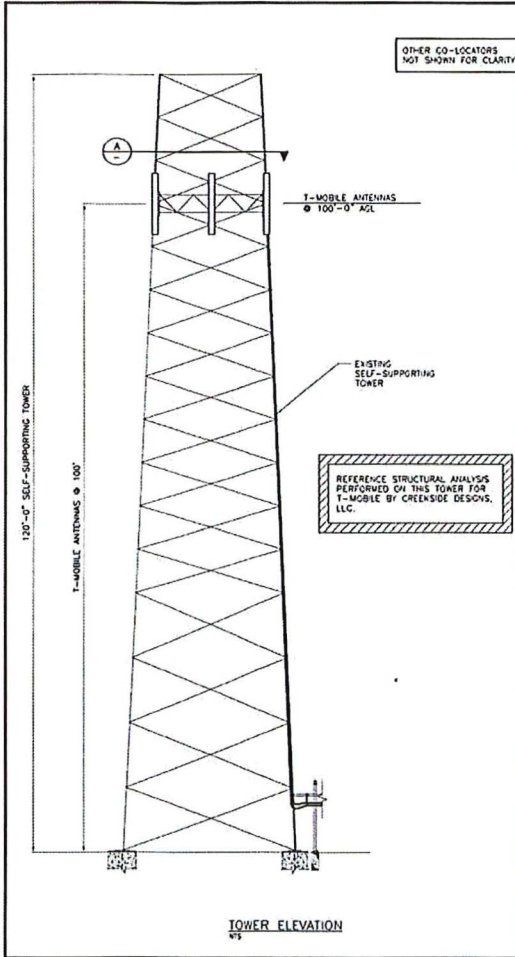
8/20/20

OWNER
DUPONT
MANUAL H.S.
SITE# 9L1083H

PROJECT ADDRESS
120 WEST LEE STREET
LOUISVILLE, KY 40208

SHEET TITLE
SITE PLAN

SHEET NUMBER
02



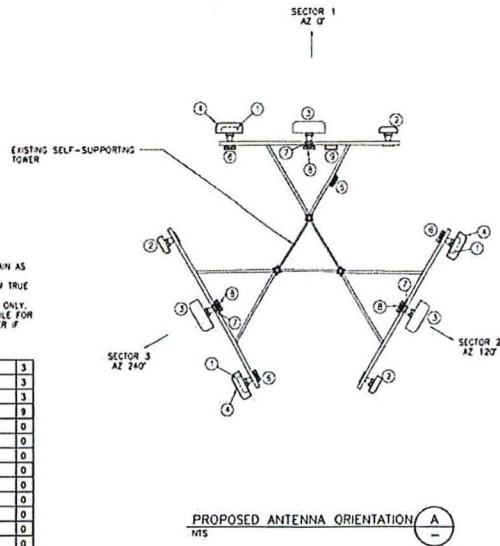
LEGEND

- ① EXISTING TMBXK-6517-A2W ANTENNA TO BE RELOCATED (1 TYP PER SECTOR) (REFERENCE RF DATA SHEET)
- ② EXISTING TMBXK-6517-A2W ANTENNA RELOCATED TO EXISTING PIPE MOUNT (1 TYP PER SECTOR) (REFERENCE RF DATA SHEET)
- ③ EXISTING FFHH-65C-R3 TO REMAIN ON EXISTING PIPE MOUNT (1 TYP PER SECTOR) (REFERENCE RF DATA SHEET)
- ④ PROPOSED AHF OR AEHC TO BE INSTALLED ON EXISTING PIPE MOUNT (1 TYP PER SECTOR) (REFERENCE LATEST RF DATA SHEET)
- ⑤ EXISTING COVP TO REMAIN (1 TOTAL) (REFERENCE RF DATA SHEET)
- ⑥ EXISTING FHFB TO REMAIN (1 TYP PER SECTOR) (REFERENCE RF DATA SHEET)
- ⑦ EXISTING AHQA TO REMAIN (1 TYP PER SECTOR) (REFERENCE RF DATA SHEET)
- ⑧ EXISTING AHFB TO REMAIN (1 TYP PER SECTOR) (REFERENCE RF DATA SHEET)
- ⑨ PROPOSED HCS 2.0 JUNCTION BOX TO BE INSTALLED (1 TOTAL) (REFERENCE RF DATA SHEET)

NOTES:

- 1. EXISTING ANTENNAS AND MOUNTS TO REMAIN AS SHOWN.
- 2. ANTENNA ORIENTATION IS CLOCKWISE FROM TRUE NORTH.
- 3. MOUNT SHOWN FOR REFERENCE PURPOSE ONLY.
- 4. CONTRACTOR TO COORDINATE WITH T-MOBILE FOR MOST RECENT RF DESIGN. NOTIFY ENGINEER IF CONFLICT EXISTS.

ANTENNAS TO REMAIN	3
ANTENNAS TO BE RELOCATED	3
ANTENNAS TO BE INSTALLED	3
TOTAL ANTENNAS ON TWR	9
COAX TO REMAIN	0
COAX TO BE REMOVED	0
COAX TO BE INSTALLED	0
TOTAL COAX ON TWR	0
DIPLEXERS TO REMAIN	0
DIPLEXERS TO BE REMOVED	0
DIPLEXERS TO BE INSTALLED	0
TOTAL DIPLEXERS ON TWR	0
TMA _s TO REMAIN	0
TMA _s TO BE REMOVED	0
TMA _s TO BE INSTALLED	0
TOTAL TMA _s ON TWR	0
MOUNT PIPE TO BE INSTALLED	0
COVP TO REMAIN	1
HYBRID CABLE TO REMAIN	1
FHFB TO REMAIN	3
AHF/B TO REMAIN	3
AHQA TO REMAIN	3
HCS 2.0 TRUNK TO BE INSTALLED	1
HCS 2.0 JUNCTION BOX TO BE INSTALLED	1



T-Mobile
3800 ERLI, #C42
SUITE 4015
NASHVILLE TN 37211

Excell
COMMUNICATIONS
3608 7th COURT SOUTH
BIRMINGHAM, ALABAMA 35222
PHONE: 205.988.8888

CREEKSIDE
DESIGN
10114 BIRCHWOOD
DUNWOODY, GA 30328

PROJECT NO: _____
DRAWN BY: EJK
CHECKED BY: LC
APPROVED BY: CBS

PROFESSIONAL SEAL
STATE OF KENTUCKY
DUPONT
MANUAL H.S.
22991
LICENSED PROFESSIONAL ENGINEER

DUPONT
MANUAL H.S.
SITE# 9LV1083H
120 WEST LEE STREET
LOUISVILLE, KY 40208

TOWER
ELEVATION &
PLAN
03

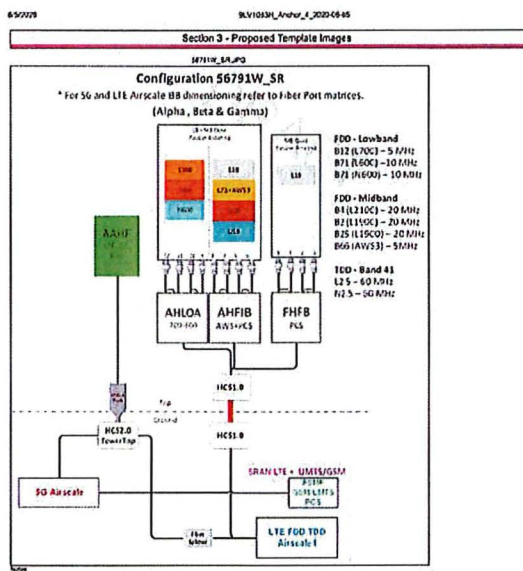
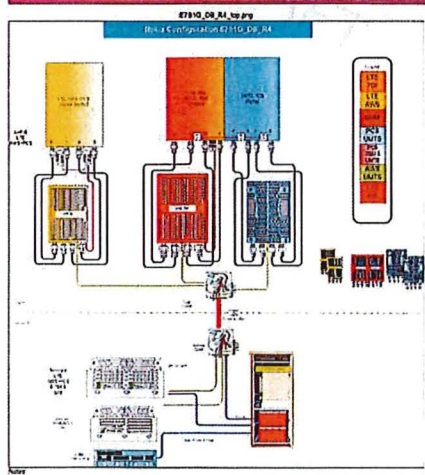
6/5/2020 SLV1083H_Ancor_1_2020-06-05
 RAN Template: ALL Template: SLV1083H_Ancor_1

Section 1 - Site Information

Site ID: SLV1083H	Site Name: Dupont Manual HS	Latitude: 38.2241000
Zone: RAN17/FairView	Site Class: RAN Support Tower	Longitude: -83.1327800
Area: 4	Site Type: Structure Not Building	Address: 102 West Lee Street
Project Type: Antenna	Plan No: 2020	City State: Louisville KY
Approved By: Approved	Revision: 001	Region: Central
Approved On: 06/01/2020	Location: Johnson County Public Schools	
Lead Specialist: 652020 124 23 710		
Lead Specialist App: Laramie Logansport Mobile.com		

RAN Template: ALL Template: SLV1083H_Ancor_1

RAN Count: 3 Antenna Count: 3 Cable Link Count: 0 TMA Count: 0 RAN Count: 3



* CONFIRM THE LATEST VERSION OF RFDS WITH CONSTRUCTION MANAGER PRIOR TO START OF CONSTRUCTION

PREPARED FOR
T-Mobile
 3630 ZEEB, INC #2
 SUITE 4015
 NASHVILLE, TN 37211

Excell
 COMMUNICATIONS
 3638 7th COURT SOUTH
 BRUNSWICK, ALABAMA 35122
 PHONE: 256.338.0133

PROFESSIONAL ENGINEER

CREEKSIDE
 DESIGN

PROJECT NO:
 DRAWN BY: DKJ
 CHECKED BY: LC
 APPROVED BY: CBS

1	8/20/20	ASB FOR CONSTRUCTION
0	06/17/20	ASB FOR REVIEW
1	DATE	DESCRIPTION

PROFESSIONAL SEAL
 FOR INFORMATION ONLY

DUPONT
 MANUAL HS.
 SITE# SLV1083H

376 K02048
 120 WEST LEE STREET
 LOUISVILLE, KY 40208

RF DATA &
 ANTENNA
 CONFIGURATION

04

6/5/2020 9LV1083H_Anchor_4_2020-06-05 9LV1083H_Anchor_4
 Print Name: Section 5
 RAN Type: All Template

Section 5 - RAN Equipment

Existing RAN Equipment				
Template				
Equipment Type	1	2	3	4
Equipment Type	Antenna Equipment (Notes)	Generic Cabinet (Notes)	Generic 814 Support Cabinet (Notes)	Tower Top Mount (Notes)
Roofband		FSM (Notes) ASA (N 1) ASB (Notes)		
Roofband Submodule		ASA (N 1) L100 L100 L100		
Roofband Subrack		ASB (Notes) L100 L100		
Hybrid Cable System	ASB (Notes) L100 L100	ASB (Notes) L100 L100		
Junction Box	Large COVP (Notes)			Large COVP (Notes)
Power Subsystem			Batteries "Select size" Breakers "Select size" Rackfor Shelf "Select size"	
Rails				AP18 (N 1) U100 L100 L100 AP18 (N 1) L100 L100
Transport System			CS1705 SA1A	

6/5/2020 9LV1083H_Anchor_4_2020-06-05
 Proposed RAN Equipment

Template				
Equipment Type	1	2	3	4
Equipment Type	Generic 814 Support Cabinet	Tower Top Mount (Notes)	Antenna Equipment (Notes)	Generic Battery Cabinet for 814
Roofband	ASB (Notes) L100 L100 L100			
Roofband Submodule	ASB (Notes) L100 L100 L100			
Roofband Subrack	ASB (Notes) L100 L100			
Hybrid Cable System	ASB (Notes) L100 L100			
Junction Box		Large COVP (Notes)	Large COVP (Notes)	Large COVP (Notes)
Power Subsystem			Voltage Booster PowerPlus w/ 2 Amp For Raycap	814 High Cap HCB "Select Length" Nokia HCB 3.8 Trunk "Select Length"
Rails				Nokia HCB 3.8 Tower Junction Box
Transport System				

FOR INFORMATION ONLY

6/5/2020
 RFDs created for Anchor project with coding: 587974_05
 Generic 814 Support Cabinet and Add 1 HCB 3.8 for Anchor subrack
 Add 3 AP18, 3 AN-PD

* CONFIRM THE LATEST VERSION OF RFDs WITH CONSTRUCTION MANAGER PRIOR TO START OF CONSTRUCTION

3802 FFF L ROAD
 SUITE 415
 NASHVILLE, TN 37211

COMMUNICATIONS
 3008 7th COURT SOUTH
 BIRMINGHAM, ALABAMA 35222
 PHONE: 858.336.9199

PROFESSIONAL ENGINEER

 CREKESIDE
 ENGINEERS

PROJECT NO:
 DRAWN BY: EKJ
 CHECKED BY: EC
 APPROVED BY: CBS

1 1/17/20 ISSUED FOR CONSTRUCTION
 0 06/17/20 ISSUED FOR REVIEW
 Y DATE 2020/06/05

PROFESSIONAL SEAL:

CLIENT:
 DUPONT
 MANUAL H.S.
 SITE# 9LV1083H

074-000018
 120 WEST LEE STREET
 LOUISVILLE, KY 40204

SERVICE:
 RF DATA &
 ANTENNA
 CONFIGURATION

SHEET NUMBER:
 04A

EXHIBIT C

SPECIFICATIONS

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

JCPS and Licensee will provide each other written notice of intention not to renew not less than one hundred eighty (180) days prior to the expiration of the initial term or any renewal term.

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

There shall be no exclusivity of licenses. JCPS reserves the right to lease or license space on towers or other structures to other organizations/companies as long as their equipment does not interfere with Licensee's equipment if such organizations/companies were not using the tower or structure as of the date of Licensee's license agreement or with JCPS's equipment. JCPS agrees that no FAA transponders or AM radio transmitting equipment will be located on a tower or structure.

JCPS will require Licensee to file a Site Designation Form stating the location and what modifications will be made to the tower or structure (if any). JCPS reserves the right to accept or reject on a per site basis.

Licensee agrees to provide all costs of utilities to its equipment on the tower or structure. Licensee agrees to perform periodic inspection and maintenance of the tower or structure. In the event there are multiple licensees using any one site, at JCPS's election 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 JCPS equipment on the tower or structure. Licensee agrees that there will be no interference with JCPS 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 JCPS from any liability for any injuries suffered by Licensee's maintenance personnel working on the tower or structure sites or for any injuries on JCPS properties.

Licensee agrees to pay the JCPS an initial fee and an annual license fee. The annual license fee shall be paid annually in advance.

Licensee will indemnify the JCPS from any and all legal action taken as a result of this agreement. Licensee will have property insurance, Commercial General liability insurance and Workers' Compensation Insurance. Proof of insurance shall be provided by Licensee.

101636012.10