

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

THIS AMENDED AND RESTATED COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT (this "Agreement") is entered into as of the latter of the signature dates below 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, successor-in-interest to BellSouth Mobility ("Licensee"). This Agreement shall not be effective nor amend and restate the 2017 Agreement (as defined below) until August 2, 2027 (the "Effective Date").

RECITALS

JCPS and Licensee entered into that certain Agreement for Use of Tower Space dated November 5, 2004, as amended (the "Original Agreement") pursuant to which JCPS licensed to Licensee 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). Upon expiration of the Original Agreement, Licensee continued to operate at the Site pursuant to the terms of the Original Agreement in a hold-over arrangement. Thereafter the parties terminated the Original Agreement and entered into that certain Communications Facility Space License Agreement having an effective date of August 22, 2017 (the "2017 Agreement") to permit Licensee to continue to use a portion of the Site in connection with its federally licensed communications business. JCPS and Licensee desire to amend and restate the 2017 Agreement so that Licensee has 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 includes certain prohibitions, requirements and technical specifications (collectively, the "Specifications") to be applicable to any license granted by JCPS in response to the Proposal. Such Specifications are set forth in Exhibit C attached hereto 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; and the annual payment to be paid by Licensee (the "Annual Fee") on the Fee Commencement Date (as defined in Section 8 below) and again on each anniversary of the Fee Commencement Date. 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 (i) the educational operations of JCPS or with any lawfully installed communications equipment of JCPS or (ii) the communications equipment of any other person or entity located at the Site on November 5, 2004, the date of Licensee's original installation (as long as such existing radio frequency user(s) operate and continue to operate in accordance with all applicable laws and regulations). Licensee will use commercially reasonable efforts to cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from JCPS, 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. JCPS will not permit the installation on the Site after Licensee's original 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 or approvals (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 two (2) additional five (5) year renewal terms, 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 or before the end of the first renewal term as applicable. This Agreement may be renewed for one or more additional terms after the end of the second (2nd) renewal term, upon written agreement of the parties.

6. **TERMINATION BY JCPS.** Notwithstanding anything in this Agreement to the contrary, 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 (i) any equipment of JCPS or (ii) any equipment of any other licensee that was located on the Site on the date of Licensee's original installation (as long as such other licensee's 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 or controlled 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 relocate the Structure and all communications equipment in or on the Structure to the Relocation Premises if (and only if) there are a manner and times acceptable to (and approved in writing by) JCPS and each other licensee (if any) using the Structure for Licensee to do so. 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 JCPS has permitted Licensee 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 ANNUAL FEE.** The Annual Fee 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 each anniversary of the Fee Commencement Date throughout the term of this Agreement. 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 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.

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 and repairs and routine and non-material alterations to the Communications Facility without JCPS approval.

All maintenance, repair, 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 within the Premises, 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, subject to JCPS's prior written approval with respect to any utility easements, such approval not to be unreasonably withheld. 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 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 Coordinator of Fiscal Operations at (502) 485-3626.

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. If Licensee is required by applicable law to pay certain taxes and fails to do so, JCPS shall have the right but not the obligation to pay any taxes due by Licensee hereunder in order to prevent a foreclosure sale of the Site, in addition to any other rights or remedies of JCPS. In the event that JCPS exercises its rights under this Section due to such Licensee default, Licensee shall reimburse JCPS such tax amounts paid within thirty (30) days of notice under Section 32. 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: TAG – LA
Re: Cell Site # LS1148; Cell Site Name: LOU CDL (KY)
Fixed Asset Number: 10050351

1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

16. REQUIRED INSURANCE OF LICENSEE. Licensee shall, during the term of this Agreement and at Licensee's expense, keep in effect the following insurance with reputable eligible insurers:

Property 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: coverage for 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 by endorsement on its Commercial General Liability Insurance. JCPS's additional insured status shall (i) 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 (ii) not exceed Licensee's indemnification obligation under this Agreement, if any.

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

The coverage amounts set forth may be met by a combination of underlying and umbrella/excess 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 insurance that is not immediately (such that there is no lapse in coverage) replaced. Licensee shall replace any such cancelled or non-renewed insurance so that there is no lapse in coverage required under this Section 16.

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 and defend 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 or attributable to the negligent act or omission and/or willful misconduct of Licensee or its agents, invitees, employees, contractors, or representatives (collectively, "Agents"), except to the extent caused by or attributable to the negligent act or omission and/or willful misconduct 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.

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 Licensee does not make such repairs within thirty (30) days after receipt of notice from JCPS that such repairs are required, then JCPS may make the repairs, and Licensee shall pay JCPS on demand JCPS's actual costs of the repairs .

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 Coordinator of Fiscal Operations. If Licensee does not make such repairs within twenty-four (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's 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 controlled 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.

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 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 except such thirty (30) day cure period will be extended as reasonably necessary to permit Licensee to complete the cure of such failure if (and only if) Licensee has commenced such cure within the original thirty (30) cure period and 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 by Licensee 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 Premises to JCPS.

The occurrence of the following event constitutes an "event of default" by JCPS: if JCPS fails to perform any term of 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 (and only if) JCPS has commenced such cure within the original thirty (30) cure period and JCPS continuously and diligently pursues completion of such cure.

If an event of default by JCPS occurs, Licensee (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 Licensee set forth in this Agreement, 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 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 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 represents and warrants to JCPS 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, and such condition or matter was not caused or contributed to by Licensee, or if Licensee reasonably 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 or risk 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) or email (with confirmation that such email was sent) to the address of other parties set forth below:

JCPS:

Jefferson County Public Schools
C.B. Young Jr. Service Center
3001 Crittenden Drive
Louisville, KY 40209
Attention: Amanda Satterly
Specialist of Fiscal Operations
Email: amanda.satterly@jefferson.kyschools.us

Licensee:

Lease/License Administration Department
at
Email: NoticeIntake@att.com

with a copy to:

Wyatt, Tarrant & Combs, LLP
400 W. Market Street
Louisville, KY 40202, Suite 2000
Attention: R. Benjamin Straus
Email bstraus@bricker.com

with a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: LS1148
Cell Site Name: Cardinal (KY)
Fixed Asset #: 10050351
208 S. Akard Street
Dallas, TX 75202-4206
Email: NoticeIntake@att.com

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 mail as required above 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. 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 reasonably 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; 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. MISCELLANEOUS. (a) Upon the written request of Licensee, JCPS shall promptly execute and deliver to Licensee a recordable Amended and Restated 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 Amended and Restated Memorandum of

Agreement (if such Amended and Restated Memorandum of Agreement has been recorded in the land records) and each in a form and with content acceptable to JCPS; and (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. AMENDMENT AND RESTATEMENT OF 2017 AGREEMENT. The parties acknowledge and agree that this Agreement amends and restates the 2017 Agreement in its entirety. As of the Effective Date, the terms of this Agreement shall control.

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 (and such casualty event was not caused directly or indirectly by Licensee or any of its Agents) 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 if (and 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, and in the event of such approval (which approval shall be in writing), 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 subject to JCPS's prior written approval 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 if (and only if) JCPS approves (which approval shall be in writing) of the location, manner and times of the installation of such facilities, until the reconstruction of the Structure and/or the Communications Facility is completed, and in such event, 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, if any
- 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), if any

(c) JCPS agrees not to sell (in fee simple) 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, at such 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 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, to the extent permitted by applicable law 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.

43. **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.

[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. Brian Yearwood

Title: Superintendent

Date: _____

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____

Attachments:

Exhibit A – Site Designation Form

Exhibit B – Plans for Ground Space

Exhibit C – Specifications

Exhibit D – Form of Amended and Restated Memorandum of Agreement

EXHIBIT A

SITE DESIGNATION FORM

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

DESCRIPTION OF THE SITE: 120 West Lee Street, Louisville, KY 40208

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

Beginning at the Southeast corner of Second and Lee Streets; running thence Southwardly along the East side of Second Street, 900 feet to Avery Avenue; thence Eastwardly along the North side of Avery Avenue, 420 feet to First Street, thence Northwardly along the West side of First Street, 900 feet to Lee Street; thence Westwardly along South side of Lee Street, 420 feet to the beginning.

Being Parcel No. 26 (DuPont Manual High) conveyed to Jefferson County School District Finance Corporation by deed dated June 30, 2000, and recorded June 30, 2000 in Deed Book 7472, Page 0643, in the Office of the Clerk of Jefferson County, Kentucky.

STRUCTURE LOCATED ON THE SITE TO BE USED BY LICENSEE:

As of the Effective Date, the Structure to be used by Licensee is the existing tower structure used by Licensee under the 2017 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, all subject to approval by JCPS as described in this Agreement. 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 Effective Date, the Communications Facility consists of the equipment placed on the Structure by Licensee under the Original Agreement and/or under the 2017 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.

ANNUAL FEE: The Annual Fee shall be due and payable on the Fee Commencement Date and again on each anniversary of the Fee Commencement Date. The Annual Fee shall be Twenty Seven Thousand and No/100 Dollars (\$27,000.00) on the Fee Commencement Date and shall escalate by three percent (3.0%) every year this Agreement is in effect.

EXHIBIT B

PLANS FOR GROUND SPACE

The plans for the ground space near the Structure used by Licensee for placement and operation of Licensee's equipment and facilities is attached hereto as Exhibit B. In the event there is a change needed by Licensee to such equipment and facilities, Licensee shall provide detailed plans for the necessary equipment and ground space, including any necessary utility easements, all subject to JCPS's approval as described in this Agreement. After approval, said plans for ground space shall be attached hereto as Exhibit B.

Attachment:

Plans for Ground Space

Map of downtown Louisville, Kentucky, showing various landmarks and businesses. Key locations include:

- Prince Hookah Lounge of Louisville
- Old Louisville Tavern
- Early Learning Campus
- Cardinal Towne
- Kurz Hall
- The Speed Art Museum
- UofL School of Music
- The Nine Louisville
- John F. Trampler
- Hill Street Fish Fry
- Youth Performing Arts School
- Best One Louisville
- Quality Inn & Suites University/Airport
- Bourbon Liquor Palace
- Harley-Davidson Louisville
- Taco Bell
- University of Louisville
- MT Fuji
- Noe Middle School
- duPont Manual High School
- W Main St
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- W 100th St

INSTALL NEW AT&T EQUIPMENT WITHIN AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY. INSTALL NEW AT&T ANTENNAS, RADIOS, AND/OR CABLES ON EXISTING TELECOMMUNICATIONS TOWER.

ALL CONSTRUCTION SPECIFIED ON DOCUMENTS SUBMITTED FOR BUILDING PERMIT SHALL COMPLY WITH THE REQUIREMENTS OF THE FOLLOWING:

MANDATORY CODES:

- 2015 INTERNATIONAL BUILDING CODE WITH AMENDMENTS
- 2015 INTERNATIONAL MECHANICAL CODE WITH AMENDMENTS
- 2015 INTERNATIONAL FIRE CODE
- 2017 NATIONAL ELECTRICAL CODE (NFPA 70)

LS1148

10050351

CARDINAL

PROJECT:
CBAND n77, DoD n77

PREPARED FOR:



PROJECT MANAGER:

A **ANSCO & ASSOCIATES, LLC**
SPECIALIZED TELECOMMUNICATIONS SERVICES

PREPARED BY:



SITE ADDRESS:	122 WEST LEE STREET LOUISVILLE, KY 40208
LATITUDE:	38.22246944
LONGITUDE:	-85.75879444
JURISDICTION:	JEFFERSON
TOWER OWNER:	JEFFERSON CO. BOARD OF EDUCATION #N/A #N/A SITE ID:
APPLICANT:	AT&T 204 FOREST AVENUE WINCHESTER, KY 40392
PROJECT MANAGER:	ANSCO & ASSOCIATES, LLC 5250 TRIANGLE PKWY NORCROSS, GA 30092
ENGINEER:	PM&A 1100 HOLCOMB WOODS PKWY STE. 210 ROSSELL, GA 30076 PATRICK W. MARSHALL, P.E. 678-280-2325

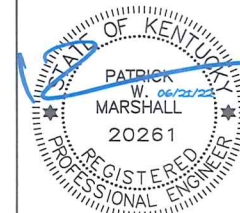
T-1	TITLE SHEET & PROJECT INFORMATION
C-1	SITE PLAN
C-2	PROPOSED EQUIPMENT PLAN
C-3	TOWER ELEVATION
C-4	ANTENNA ORIENTATION & CABLE SCHEDULE
C-5	EQUIPMENT DETAILS
E-1	ELECTRICAL & GROUNDING PLAN
E-2	AC PANEL SCHEDULE
ATTACHED	RFDS PLUMBING DIAGRAM

REDLINED CD's
Ansoco & Associates, LLC
11/30/22
DoD Antenna, Power & Fiber Jumpers NOT Installed on this Project

Moved to a Standalone Project.



CALL KENTUCKY ONE CALL
(800) 752-6007
CALL 3 WORKING DAYS
BEFORE YOU DIG!



A ANSCO &
ASSOCIATES, LLC



SITE ID:

LS1148

FA LOCATION CODE:

10050351

[illegible]

DESIGNED: GRB
DRAWN: GRB
CHECKED: PWM
JOB#: 22ANAKYM-0038

TITLE SHEET & PROJECT INFORMATION

T-1



ANSCO & ASSOCIATES, LLC



SITE ID:

LS1148

FA LOCATION CODE:

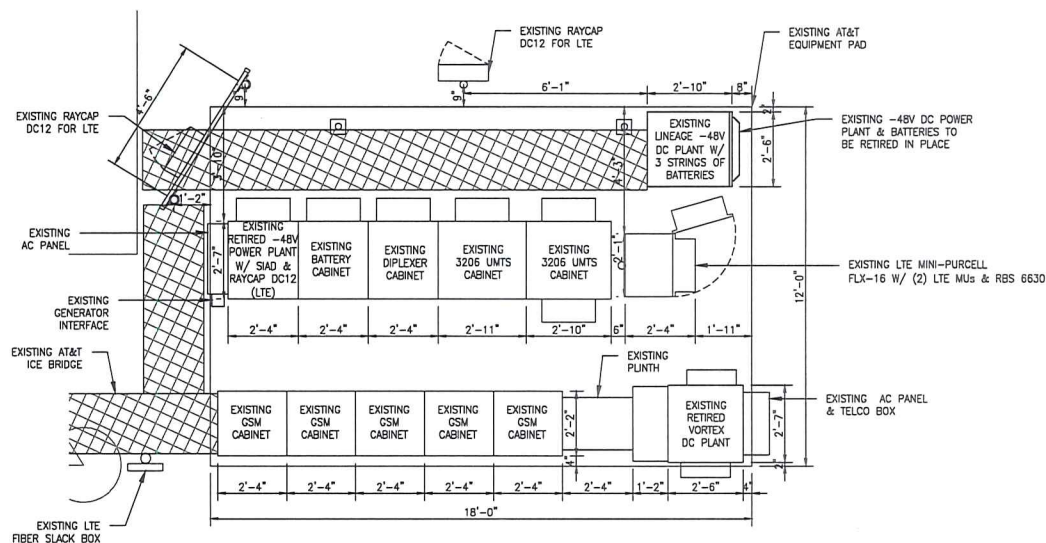
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REV	DATE	DESCRIPTION
0	06/20/22	ISSUED FOR CONSTRUCTION

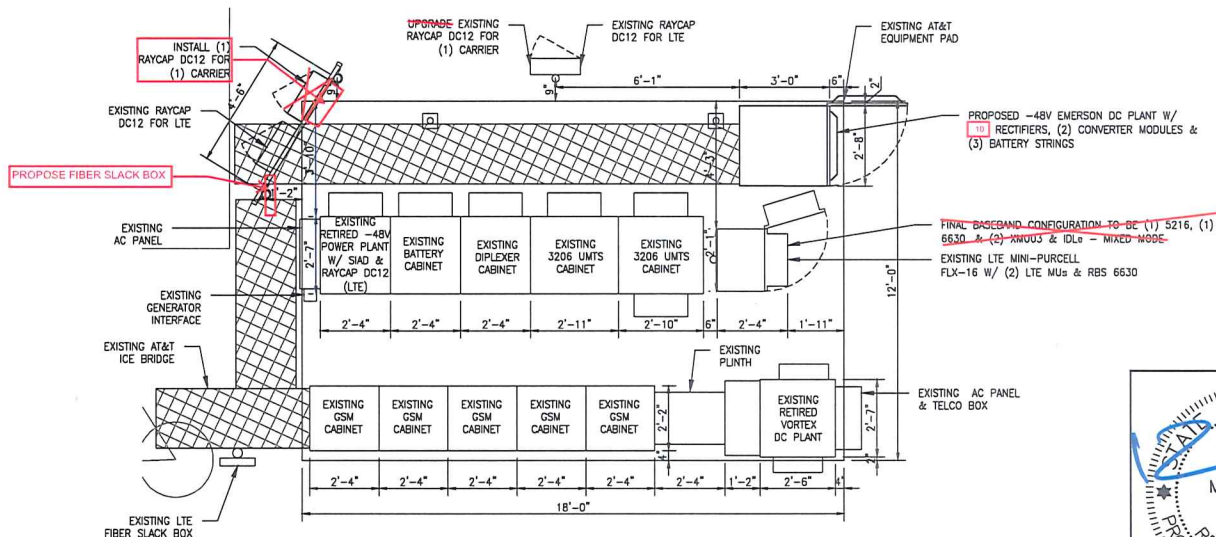
DESIGNED: GRB
DRAWN: GRB
CHECKED: PWM
JOB#: 22ANAKYM-0038

**PROPOSED
EQUIPMENT PLAN**

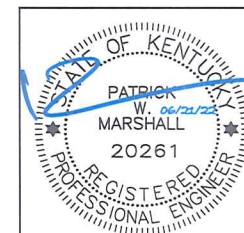
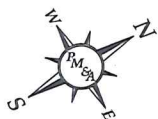
C-2

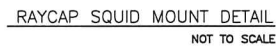


EXISTING EQUIPMENT PLAN
1"=2'-0" (FULL SIZE)
1"=4'-0" (11x17)



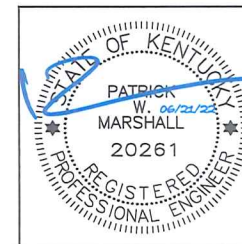
PROPOSED EQUIPMENT PLAN
1"=2'-0" (FULL SIZE)
1"=4'-0" (11x17)





1. REFER TO JSA DOCUMENTS FOR EXACT CABLE NUMBER AND MANUFACTURER SPECIFICATIONS FOR PROPER GROMMETS AND HANGERS TO SUPPORT THE FIBER AND DC CABLE BUNDLES.
2. FIBER MUST BE PROTECTED IN CONDUIT/INTERDUCT WHEN ROUTED INSIDE A MONOPOLE.
3. REFER TO STRUCTURAL ANALYSIS FOR EXACT CABLE ROUTING AND MOUNTING CONFIGURATION.

DESIGNED: GRB
DRAWN: GRB
CHECKED: PWM
JOB#: 22ANAKYM-0038



A ANSCO &
A ASSOCIATES, LLC



SITE ID:

LS1148

FA LOCATION CODE:

10050351

[illegible]

EQUIPMENT DETAILS

C-5

- 1 EXISTING 2" CONDUIT FOR TELCO & ALARM CABLES FROM THE RBS MAIN UNIT TO THE SIAD. CONNECTION TO BE MADE FOR MU PER MFR. SPECIFICATIONS.
- 2 PROPOSED 2" CONDUIT(S) WITH DC CABLES FROM THE GROUND LEVEL RAYCAP UNIT TO THE -48V BUS FOR EACH NEW LTE RU (REWIRE EXISTING RU/S IF BEING RE-TERMINATED). INSTALL DC BREAKER IN -48V BUS FOR PROPOSED RU/S (SEE RUW BREAKER AMPERAGES TABLE). ROUTE RAYCAP ALARM CABLES IN THIS CONDUIT.
- 3 PROPOSED (1) TRUNK DC POWER CABLES FROM THE TOWER MOUNTED RAYCAP SQUID TO THE GROUND LEVEL RAYCAP UNIT. ROUTE THROUGH A JUNCTION BOX & TRANSITION TO 3" CONDUIT FOR BELOW GRADE ROUTING AS NECESSARY.
- 4 PROPOSED (2) 1-1/4" CONDUITS WITH (12)#AWG, (12)#8G IN EACH FOR THE RECTIFIER CIRCUITS & (1) 3/4" CONDUIT WITH (2)#10 AWG, (1)#10G FOR THE RECEPTACLE AND (2)#10 AWG, (1)#10G FOR THE BATTERY TEMPERATURE SENSOR FROM THE AC PANEL TO THE -48V POWER CABINET. CONDUCTORS SHOULD BE RATED FOR 90 DEGREE CELSIUS. INSTALL RECTIFIER BREAKERS PER SHEET E-2.
- 5 PROPOSED POWER CABINET ALARM CABLES TO BE ROUTED IN THE EXISTING CONDUIT FROM THE -48V POWER CABINET TO THE PURCELL FLX16WS CABINET (IF EXISTING CONDUIT CANNOT BE UTILIZED ROUTE IN PERCUSS 1" CONDUIT).
- 6 PROPOSED (1) TRUNK DC POWER CABLES FROM THE TOWER MOUNTED RAYCAP SQUID TO THE GROUND LEVEL RAYCAP UNIT. ROUTE THROUGH A JUNCTION BOX & TRANSITION TO 3" CONDUIT FOR BELOW GRADE ROUTING AS NECESSARY.

- 1 PROPOSED #2 AWG SOLID BARE TINNED COPPER WIRE FROM THE PROPOSED RAYCAD DC12-48-60-0-25E TO THE TO THE EXISTING GROUND RING OR WELDED TO THE POLE IT IS MOUNTED ON.
GROUND PER MANUFACTURER'S SPECIFICATIONS.
- 2 PROPOSED #2 AWG STRANDED GREEN INSULATED COPPER WIRE FROM THE PROPOSED DC CABINET GROUND BAR TO THE EXISTING GROUND RING.
GROUND PER MANUFACTURER'S SPECIFICATIONS.
- 3 PROPOSED #2 AWG SOLID BARE TINNED COPPER WIRE FROM THE PROPOSED DC CABINET CHASSIS TO THE EXISTING GROUND RING.
GROUND PER MANUFACTURER'S SPECIFICATIONS.

1. PROPOSED #2 AWG STRANDED GREEN INSULATED COPPER WIRE FROM THE TOWER MOUNTED RAYCAP DC6 OR DC9 TO THE SECTOR GROUND BAR. GROUND PER MANUFACTURER'S SPECIFICATIONS.
2. PROPOSED #2 AWG STRANDED GREEN INSULATED COPPER WIRE FROM EACH TOWER MOUNTED RRU TO THE SECTOR GROUND BAR. GROUND PER MANUFACTURER'S SPECIFICATIONS.
3. GROUND ALL RF EQUIPMENT INCLUDING BUT NOT LIMITED TO COAX, DIPLEXERS, SURGE ARRESTORS, TMA'S, RRU'S ANTENNAS, & ANTENNA MASTS PER NEC AND AT&T AT-TP-76416.
4. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
5. PROPOSED #2 AWG SOLID BARE TINNED COPPER WIRE FROM ALL METALLIC CONDUITS TO THE EXISTING GROUND RING. USE BURNBY G4 SERIES CLAMPS TO CONNECT TO CONDUIT

*** RUU BREAKER AMPERAGE / -48V DC FEED:
RUU CB CABLE CONDUCTOR SIZE AT GROUND: #8 AWG
RUU CB CABLE CONDUCTOR SIZE AT TOWER: #8 AWG

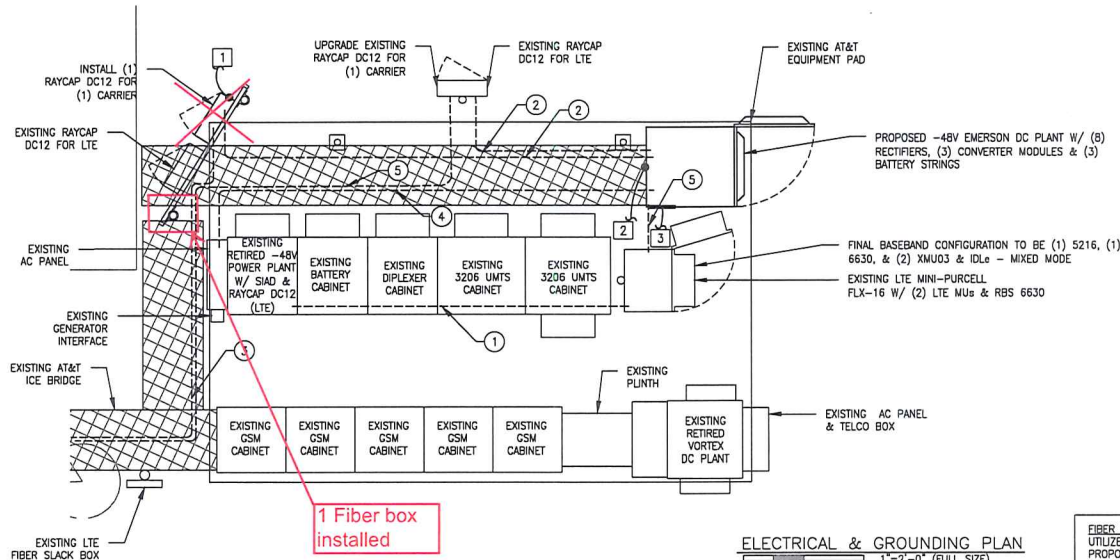
RUUS-32 B30, AR 5331 = 20A
RUUS-11, RUU-12+42, RUUS-E2 B29 = 25A
RUUS 4415 B25, 4445 B30 = 25A
RUUS-4478 B5, 4478 B12, 4478 B14 = 25A
RUUS-32 B2, B2, B66, 4426 B66 = 30A
RUUS 4445 B8/B12 = 2x25A or w/ Y CABLE = 40A
RUUS 8843 B2/B66 = 2x30A or w/ Y CABLE = 40A
RUUS 4480 B2/B66 = 2x40A or w/ Y CABLE = 50A
AR 6485 B45 = 25A
AR 6449 B77, RUUS B863 B77 = 50A

*** MU BREAKER AMPERAGE / -48V DC FEED:
RUUS 6601 MU SUP V2 MAGAZINE = 25A/ (2) #12 AWG
RUUS 6630 MU = 15A/ (2) #12 AWG
RUUS 6648 MU = 15A/ (2) #12 AWG

*** FLX1 CB BREAKER AMPERAGE / -48V DC FEED:
FLX12 S04 / (2)1AWG
FLX12 S04 / (2)2AWG
FLX12 100A / (2)2AWG
MU WILL BE POWERED FROM THE PURCH FUSE BLOCK.

NOTES:

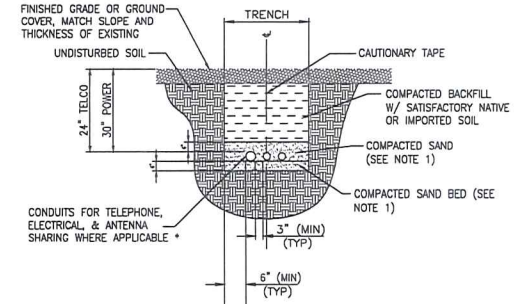
- RECONNECT ALL EXISTING EQUIPMENT TO THE NEW POWER PLANT USING THE EXISTING CONDUCTORS TO THE GREATEST EXTENT POSSIBLE.



ELECTRICAL & GROUNDING PLAN

FIBER NOTE:
UTILIZE EXISTING TRUNK FIBER CABLES FOR
PROPOSED LTE RADIOS.

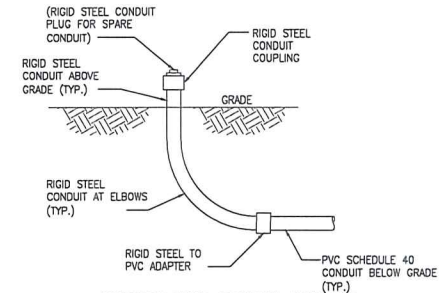
NOTES: 1. LEAN CONCRETE, RED-COLORED TOP, MAY BE USED
IN PLACE OF COMPACTED SAND.



* CONDUIT SIZE, TYPE, QUANTITY AND SEPARATION
DIMENSION TO BE VERIFIED WITH LOCAL UTILITY
COMPANY REQUIREMENTS

DIRECT BURIED CONDUIT

NTS



UNDERGROUND CONDUIT STUB-UP

NTS

NOTE:

1. ALL CONDUITS ABOVE GRADE SHOULD BE RGS UNLESS NOTED OTHERWISE.
2. ALL PROPOSED CONDUITS AND CABLE SHOULD BE LABELED PER AT&T SPECIFICATIONS.
3. ALL CABLE PENETRATIONS IN JUNCTION BOXES AND SLACK BOXES SHOULD HAVE 1.5" SO CORD CONNECTORS EXCEPT WHERE TRANSITIONING TO CONDUIT.
4. LUGS USED FOR GROUNDING EQUIPMENT IN AN OUTDOOR ENVIRONMENT ARE REQUIRED TO BE A LUG WITHOUT AN INSPECTION WINDOW.
5. ALL DC POWER WIRING SHALL BE TELCOSAFE.

SITE ID:

LS1148

FA LOCATION CODE:

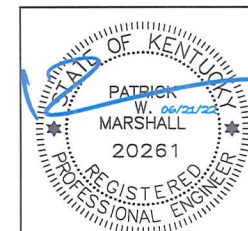
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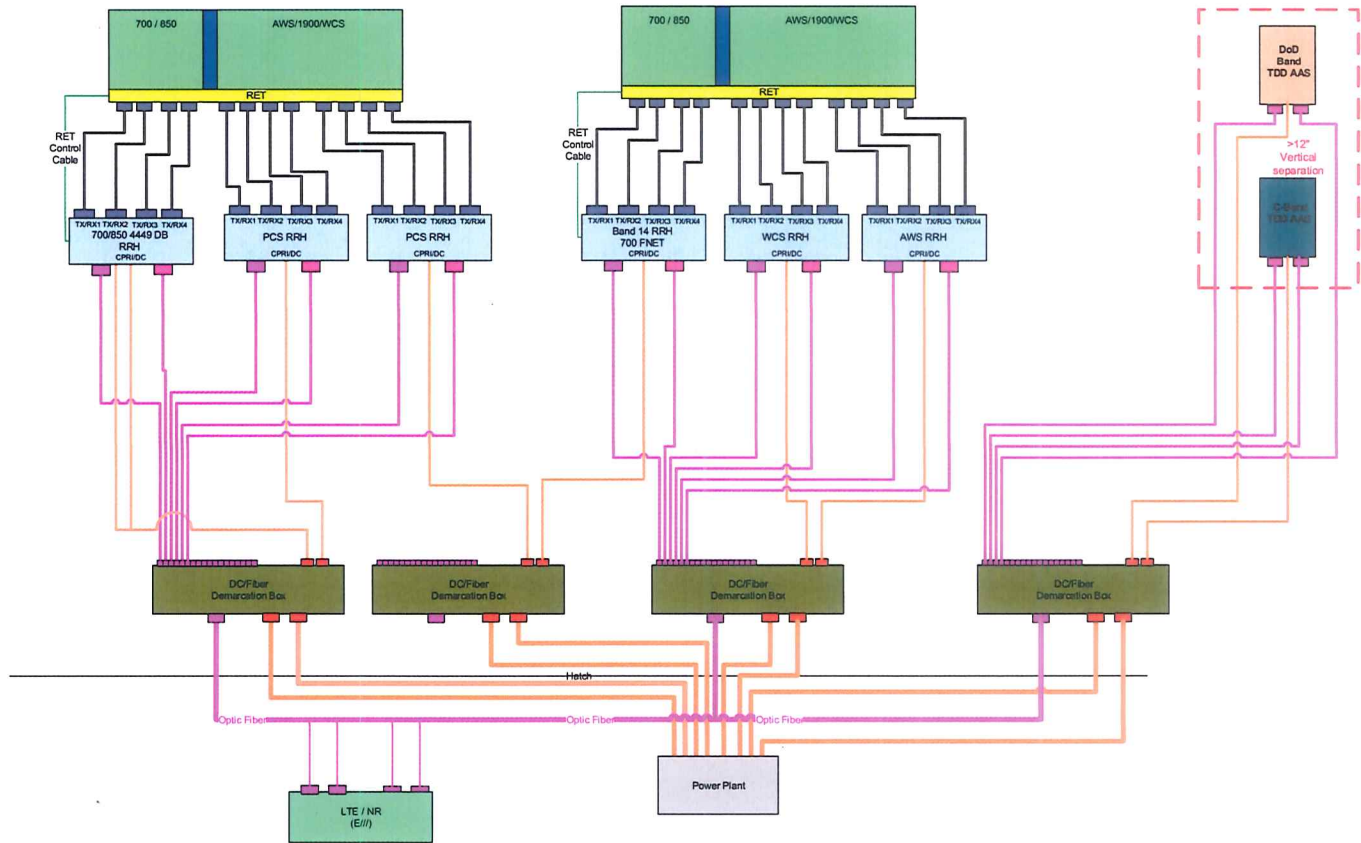
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DESIGNED: GRB
DRAWN: GRB
CHECKED: PWM
JOB#: 22ANAKYM-0038

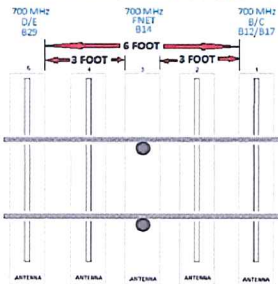
ELECTRICAL & GROUNDING PLAN

E-1





IDEAL ANTENNA SEPARATION FOR 700MHz BAND



PLUMBING DIAGRAM

Part Number	Description	OIN	Typical RRU use
RDH10265/25	OPTICAL TRANSCEIVER/SFP+ CPRI & 10GBASE-SFP7/High Temp	CEQ.17828	4449/8843/4415/4426
RDH10265/3	OPTICAL TRANSCEIVER/SFP+ CPRI & 10GBASE-SFP7/Low Temp	CEQ.14289	RRUS32/BBUs
RDH10247/25	OPTICAL TRANSCEIVER/SFP+ CPRI 1000BASE-SFP3/High Temp	CEQ.18538	4478
RDH10247/3	OPTICAL TRANSCEIVER/SFP+ CPRI 1000BASE SFP3/Low Temp	CEQ.32058	RRUS11/RRUS32/BBUs
NOTE (RRU): (2) SFP PER RADIO ARE NEEDED AT THE TOWER TOP			
NOTE (BBU): (1/2) LOW TEMP SFP PER RADIO LINK IS NEEDED AT BBU (Refer to RFDS for 1 or 2 SFP).			
SFP must have same speed-bandwidth as SFP in Radio			
NOTE: SFP part number definition: 265/= 10GBASE speed-bandwidth, 247/= 1000BASE speed-bandwidth			
NOTE: SFP part number definition: /25= High Temp, /3= Low Temp			

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 150 tower 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 and pay 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.

EXHIBIT D

FORM OF AMENDED AND RESTATED MEMORANDUM OF AGREEMENT

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

Catherine Abejar, Lease and License
Agreement Processing
MD7, LLC
950 W. Bethany Drive, Suite 700
Allen, TX 75013
Phone Number: (469) 965-9850

Parcel ID #: 033E01310000 and 033E0131-TEL1

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: LS1148
Cell Site Name: LOU CDL (KY)
Fixed Asset Number: 10050351
State: KY
County: Jefferson

AMENDED AND RESTATED MEMORANDUM OF AGREEMENT

This Amended and Restated Memorandum of Agreement is entered into on this ____ day of _____, 202__, by and between Board of Education of Jefferson County, Kentucky (hereinafter referred to as "**JCPS**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Licensee**").

1. JCPS and Licensee entered into a certain Amended and Restated Communications Facility Space License Agreement dated _____, 2026 (hereinafter, the "**Agreement**") for the purpose of Licensee 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 120 West Lee Street (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, which is August 2, 2027, with two (2) additional five (5) year renewal terms, 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 or before the end of the first renewal term as applicable.

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 Amended and Restated 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 Amended and Restated 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.
5. The parties acknowledge and agree that this Amended and Restated Memorandum of Agreement amends and restates in its entirety that certain Memorandum of Agreement dated August 25, 2017, recorded on April 19, 2018 in Deed Book D11131, Page 733-739, as Instrument Number 2018092027, Batch No. 125967, in the Office of the Clerk of Jefferson County, Kentucky.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated 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: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

JCPS ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that said person signed this
instrument, on oath stated that said person was authorized to execute the instrument and
acknowledged it as the _____ of the
Board of Education of Jefferson County, Kentucky, to be the free and voluntary act of such
party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

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

My appointment expires: _____

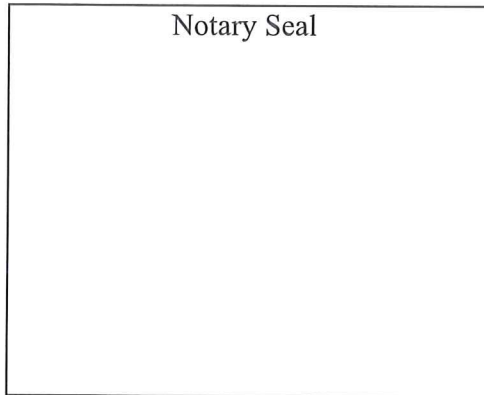
Notary ID: _____

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: _____

Notary ID: _____

Attachment:

Exhibit 1 – Description of Licensed Space

Exhibit 1 to Amended and Restated Memorandum of Agreement

Description of Licensed Space

Street Address: 120 West Lee Street, Louisville, KY 40208

Parcel ID #: 033E01310000 and 033E0131-TEL1

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

Space on the self-support tower structure located at the Site at approximately eighty (80) feet high on such structure, as well as certain ground space depicted on the drawing below, for placement and operation of Licensee's equipment and facilities.

NORTH ←

