

**T-MOBILE MASTER LICENSE AGREEMENT
FOR TELECOMMUNICATION SITES**

This **MASTER LICENSE AGREEMENT FOR TELECOMMUNICATION SITES** (“**MLA**”) is made and entered by and between the **MILWAUKEE BOARD OF SCHOOL DIRECTORS** (a school district organized and operating pursuant to *Wis. Stat. § 119* (“**Licensor**”) and **T-MOBILE CENTRAL, LLC** a Delaware limited liability company (“**Licensee**”), and shall be effective as of the last date on which this MLA is executed by both Parties (“**Effective Date**”). Licensor and Licensee are at times herein collectively referred to as the “**Parties**” or individually as the “**Party**.”

RECITALS

WHEREAS, Licensor operates as a public school district in the State of Wisconsin and as such, controls and, pursuant to *Wis. Stat. § 120.13(25)* has the authority to lease space on, certain properties situated within the State of Wisconsin (the “**Licensor Property(ies)**”);

WHEREAS, Licensee owns and/or controls and/or maintains and/or operates a wireless communications network or is an infrastructure provider for a wireless service provider as authorized by federal law;

WHEREAS, Licensee desires to license from Licensor and Licensor desires to license to Licensee the right to install and operate certain telecommunication equipment on portions of certain Licensor Properties;

WHEREAS, the Parties desire to create uniformity and to expedite future licensing of Licensor Property by entering this single master license agreement that will govern all Site License Agreement(s), (each an “**SLA**”) under this MLA and by executing individual SLAs that will define and memorialize certain site-specific terms and conditions for each future licensed site; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to be bound by the terms and conditions of this MLA as follows:

ARTICLE 1. GRANT OF LICENSE

1.1. **Recitals; Exhibits; Macro-Sites Only.** The Recitals are incorporated herein by this reference. All Exhibits, Schedules and Attachments attached hereto are incorporated herein by their reference. All references herein to SLAs shall mean those SLAs executed pursuant to this MLA after the Effective Date. The Parties agree that no installations governed by this MLA are or shall be considered “Small Cell” wireless facilities as defined in 47 C.F.R. § 1.6002 or *Wis. Stat. § 66.0414*. Licensee shall have no right to install a Small Cell installation under this MLA.

1.2. **Grant of Site License.** Subject to the terms and conditions set forth in this MLA and Licensee’s compliance with all Applicable Laws as defined in Section 2.4.3, Licensor hereby grants to Licensee the exclusive right to use only those certain portions of the Licensor Properties (each, a “**Licensed Site**,” and collectively, the “**Licensed Sites**”), and certain non-exclusive areas which may be designated for access and utilities as specifically identified in the SLAs. The terms and conditions of each SLA shall govern and control in the event of any discrepancy or inconsistency with the terms and conditions of this MLA.

1.2.1. *Existing Leases.* Licensee is currently leasing several sites from Licensor, each with a separate lease agreement (each, an “**Existing Site**” or “**Existing Lease**”). Licensor agrees that each Existing Site shall become governed by this MLA if at any time Licensee requests to modify, amend or renew an Existing Site and/or the Existing Lease and an SLA substantially in the form attached as Schedule 1 is fully executed for such Existing Site (each, a “**Replacement SLA**”). The Term, including each Renewal Term of each Existing Lease added to this MLA, will remain the same. All other conditions of the MLA shall apply.

1.3. **Permitted Use.** Licensee may use each Licensed Site under the conditions set forth herein and in each SLA and solely for the purposes of installing, operating, maintaining, modifying, repairing, removing or replacing, at Licensee’s sole cost and expense, an unmanned wireless communications facility for the transmission and reception of communications signals using such frequencies as may be licensed to Licensee or one of its affiliates or otherwise authorized for use by the Federal Communications Commission (“**FCC**”), which facility shall consist of the equipment specifically described in the applicable SLA (collectively, the “**WCF**”) (collectively, the “**Permitted Use**”).

1.4. **Term.**

1.4.1. *MLA.* This MLA shall have an “**Initial Term**” of five (5) years from the Effective Date. Thereafter, this MLA shall automatically renew under the terms and conditions contained herein for up to five (5) additional periods of five (5) years (each an “**Extension Term**”) unless either Party provides prior written notice to the other Party of an intent not to renew the MLA at least ninety (90) days prior to the end of the Initial Term or the then-current Extension Term. The Initial Term and any Extension Term shall hereinafter be collectively referred to as the “**Term**.”

1.4.2. *SLA.* Each SLA shall be in substantially the same form as that attached hereto as Schedule 1. Each SLA shall be effective as of the date both Parties execute the SLA (the “**SLA Effective Date**”) and will expire on the day immediately preceding the fifth (5th) anniversary of the SLA Effective Date (the “**SLA Initial Term**”), unless terminated sooner, renewed, or extended in accordance with this MLA or the applicable SLA. The Initial Term shall automatically renew for up to three (3) additional terms of five (5) years each (each, a “**SLA Renewal Term**” and together with the Initial Term, the “**SLA Term**”). In the event that the MLA expires prior to the expiration date of any SLA, the terms and conditions of the MLA will remain in effect as to those continuing SLAs until such time as those SLAs expire or are otherwise terminated. Licensee may, in Licensee’s sole and absolute discretion, elect not to renew an SLA at the end of the then-current SLA Term by giving Licensor written notice at least ninety (90) days prior to the end of the then-current SLA Term.

1.4.3. *Holding Over.* Licensee shall have no right to remain on a Licensed Site beyond the Term of this MLA or the applicable SLA Term. In addition to any other remedies available to Licensor hereunder, Licensee shall pay a monthly fee in the amount One Hundred Fifty percent (150%) of the License Fee for the expired/terminated SLA (the “**Holdover Fee**”) for each month or partial month that Licensee remains on the Licensed Site beyond the applicable Term and the Removal Period (as defined in Section 7.7). Licensor’s acceptance of partial payments or other fees shall not be deemed acceptance to continue the SLA or MLA, or as a waiver of other rights and remedies.

1.5 **License Fees.** Commencing upon the issue date of the NTP (defined in Section 2.2) or

six (6) months after the SLA Effective Date, whichever occurs first (the “**SLA Commencement Date**”), and on each anniversary of the SLA Commencement Date thereafter, Licensee shall pay to Licensor, in advance and without a right of set-off (except as set forth herein), an annual “**License Fee**” equal to the amount set forth in the SLA. Commencing upon the first anniversary of each SLA Commencement Date, and each anniversary thereafter, the License Fee shall escalate by three percent (3%). For a Replacement SLA pursuant to Section 1.2.1, the SLA Commencement Date shall be the date of termination of the Existing Lease that the Replacement SLA is replacing, provided however, that notwithstanding anything to the contrary in this MLA, the Replacement SLA, or the Existing SLA, any rent or fees paid pursuant to the Existing Lease or for the Existing Site covering any period of time prior to the SLA Commencement Date of the Replacement SLA (“**Prepaid Rent**”) may be used to offset any License Fee due under the Replacement SLA up to the amount of the rent or fees paid pursuant to the prior SLA. **Other Fees and Payments.**

1.5.1 *Reimbursement of Costs.* Within thirty (30) calendar days of Licensee’s receipt of Licensor’s invoice therefore, Licensee shall reimburse Licensor for any reasonable costs, fees, or other expenses incurred by Licensor, in excess of any Review Fee paid for the same matter, for (i) the use of any outside legal counsel, professional service provider, or consultant in the review, supervision, and/or implementation this MLA, or any other request from Licensee that requires, in Licensor’s sole discretion, the use of any legal counsel, professional service provider, or consultant; and (ii) the full amount of the actual cost and expenses incurred by Licensor, plus a ten percent (10%) upcharge for administrative fees, if Licensor performs, or causes to be performed, any of Licensee’s obligations herein, provide, however, that reimbursement for any costs, fees, or expenses incurred by Licensor for which reimbursement may be required under this Section 1.6.1 shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) per matter without express prior written approval of Licensee.

1.5.2 *Taxes.* Licensee shall be responsible for (i) the payment of all taxes assessed on all personal property of Licensee, and (ii) any assessments, or charges owed on any Property that Licensor demonstrates is the result of Licensee’s use of the Licensed Site and/or the installation, maintenance, and operation of the WCF, and (iii) any tax imposed on the License Fee. When applicable, Licensor shall provide to Licensee an invoice with copies of reasonable documentation supporting Licensor’s request for payment or reimbursement within thirty (30) calendar days of Licensor’s discovery of the amount due.

1.5.3 *Late Fee.* In addition to any other rights and/or remedies available herein, Licensor shall have the right to assess a late charge in the amount equal to five percent (5%) of any past due amounts owed hereunder, compounded monthly, for each month or portion of a month that Licensee does not receive the License Fee or any amount owed herein on or before the tenth (10th) day from its due date. Additionally, Licensee shall reimburse to Licensor any reasonable fees or costs incurred by Licensor, including attorney and consultant costs, in the collecting of any amounts owed under this MLA or any SLA.

1.5.4 *Payments.* All License Fees and any other amounts due under this MLA or SLA shall clearly reference the MLA and SLA under which such payment is owed; and be made payable to Licensor at the following address (or other person, firm, or place as Licensor may designate in writing at least sixty (60) calendar days in advance of any payment due date):

Milwaukee Board of School Directors
Office of Finance
1124 North 11th Street
Milwaukee, WI 53233

Re: Cell Site # _____ Re: (“**Modification**” or “**Review Fee**” for example) Licensee shall make separate payments to Licensor for each individual fee or cost and shall list

the reason for such payment. In addition, all payments shall include a site identification reference that matches the reference for the Licensed Site listed in the applicable SLA. Except as provided herein with respect to Existing Leases, Existing Sites, and Replacement SLAs, Licensee shall not be entitled to a refund of any License Fee due to overpayment caused by the early termination of any SLA or the MLA.

ARTICLE 2. SITE APPLICATIONS, CONSTRUCTION AND MAINTENANCE

2.1 **Application for Site License.** Prior to Licensee's installation of a WCF, Licensee shall complete and submit to the Designated Representative (identified in the individual Site SIOP as defined in Section 2.4.4) an application for installation of a Licensed Site (the "**New Site Application**") substantially in the form attached hereto and incorporated herein by this reference as Attachment A – New Site Application, which may be amended from time-to-time in Licensor's sole discretion. The New Site Application must be accompanied by a one-time, nonrefundable "**Application Fee**" in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per Licensed Site; provided, however, that Licensee shall be obligated to reimburse or pay Licensor for any expenses in excess of the Application Fee incurred by Licensor during the review process. The Application Fee shall escalate, annually hereafter, by three (3%) percent.

2.1.1 *Required Documents.* Licensee may apply for a Licensed Site by delivering the following documents and fees:

- (i) *Construction Drawings.* Detailed construction drawings showing the proposed location of the Licensed Site and proposed WCF, which shall include model numbers, radio frequencies, azimuths, dimensions, and weight of all existing and proposed equipment, including mounts, platforms, shelters, cabinets and utility connections and their locations ("**Plans**"). Plans shall include details of all cabling information including the size and type of any cables, lines, trunks, conduit or coax and the location, routing, handholes and connections thereof ("**Cabling**"); and
- (ii) *Radio Frequency Exposure Study.* A report with graphical detail showing as applicable and in accordance with federal requirements radio frequency exposure for all transmitting equipment and showing radio frequency exposure levels are within guidelines set for the general population by the FCC, including those emissions from equipment on the Property not owned by Licensee, showing nearest occupied floor level, rooftop, nearest occupied building, and ground level; and
- (iii) *Structural Analysis.* A structural analysis utilizing current building code of the jurisdiction having authority, showing the roof and building can support all point and lateral loads, including but not limited to Licensee's proposed equipment and Cabling, existing mechanical/HVAC equipment associated with the building, all telecommunication equipment installed by other carriers or parties including Licensor and loading of all roofing materials including legacy or previously installed and overlaid roofing layers and ballast. Licensee is responsible for obtaining all information to conduct a complete and accurate analysis. Licensor has full discretion to object to the final loading on any roof, building or any other structure.
- (iv) *Photo Simulations.* Illustrations showing the existing appearance of a location or Licensed Site and the expected appearance after the installation or modification.

- (v) *Additional Documents.* Additional studies, reviews, or other work reasonably required to facilitate Licensee's request, as reasonably determined by Licensor, and at the sole cost and expense of Licensee.

2.1.2 *Licensor's Consent.* Upon Licensor's receipt of complete and accurate documents and fees as required in Section 2.1.1, Licensor will either approve or reject a Site Application within ninety (90) days. Licensor shall review the New Site Application only upon receipt of all required and accurate fees and documents. Licensor may suggest changes to the Plans or reject a Site Application for any reason or no reason. Following Licensor's approval of a new Licensed Site, the Parties shall execute an SLA to be prepared by Licensor.

2.2 **Notice to Proceed.** After the SLA Effective Date and prior to Licensee's commencement of work, Licensee shall provide to Licensor a request for permission to commence the agreed upon Plans ("NTP Request"):

2.2.1 *Final Plans* stamped and certified by an engineer certified in the State of Wisconsin as approved by Licensor; and

2.2.2 *Certificates of Insurance* provided by Licensee and all independent contractors employed by Licensee to work on the Premises, containing the information required pursuant to Section 4.2 – Insurance. Permitted Personnel (defined below) shall not commence work on a Licensed Site without meeting the insurance requirements set forth herein; and

2.2.3 *Permits and Licenses.* Copies of any issued permits, approvals or licenses required to undertake the installation, modification, or improvement to any Licensed Site or WCF, including those issued by the FCC. Licensor agrees to reasonably cooperate with Licensee, at no cost to Licensor, in obtaining any permits that may be required for Licensee's work permitted hereunder; and

2.2.4 *Access Request Form.* Information including: a construction schedule with the estimated commencement date and duration of construction, safety plan if required, contractor's contact information, Permitted Personnel information and certifications, vehicle information and any other information deemed necessary by Licensor in the form attached hereto as Attachment C ("**Site Access Request Form**"). The NTP Request shall include an illustration of the area of the Property requested by Licensee to accommodate parking and construction.

Within fifteen (15) days of receipt of complete and accurate documents listed in this Section 2.2, Licensor shall issue a notice to Licensee approving the commencement of construction ("**NTP**")

2.3 **Application for Modification.** Unless otherwise specified in an SLA, during the SLA Term, and provided that Licensee is not in Default (as defined herein) of any provision of this MLA or the respective SLA, Licensee shall have the right to replace, repair, add or otherwise modify ("**Modification(s)**") any existing WCF or any portion thereof, upon receipt of Licensor's prior written consent as set forth below. Licensee shall make no improvements outside the Licensed Site, including, without limitation, any changes that require opening existing trenches or boring new locations for utilities without Licensor's prior written consent, to be provided in Licensor's sole discretion.

2.3.1 *Required Documents.* Together with any request to modify a Licensed Site and WCF, Licensee shall submit all documents to Licensor's Designated Representative, as identified in the applicable Site SIOP (defined below), for Licensor's advance written approval: (i) a complete and accurate application provided in Attachment B – Application for Modification; (ii) all documents listed in Section 2.2.1; (iii) a non-refundable fee to Licensor ("**Review Fee**") of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) to review, process and negotiate the documents (collectively, the "**Modification Application**"). The Review Fee shall escalate, annually hereafter, by three (3%) percent.

2.3.2 *Licensor's Consent.* Upon Licensor's receipt of complete and accurate documents and fees as required in Section 2.3.1, Licensor will either approve or reject a Modification Application within forty-five (45) days, such approval not to be unreasonably withheld or delayed. Licensor's consent to or approval of any Plans, installations or Modifications or other requested changes to a Licensed Site or Property, shall not be construed as Licensor's confirmation or acceptance of the accuracy or compliance with Applicable Laws. Licensee is responsible for the accuracy, defaults, and or omissions (and the resolution of same) of all Plans, Modifications, permit applications, inspections and reports and all work performed by Licensee or on the Licensed Site.

2.3.3 *Notice to Proceed.* After an Application for Modification is approved and an amendment to the SLA has been executed by both Parties, Licensee shall provide to Licensor all documents listed in Section 2.2. Within fifteen (15) days of Licensor's receipt of complete and accurate NTP Request documents and information, Licensor shall issue to Licensee a Modification NTP.

2.4 **Operations: Maintenance.**

2.4.1 *Construction and Maintenance.* Licensee shall, at its sole cost and expense, install, operate, modify, and maintain the WCF on the Licensed Sites in accordance with (i) established engineering best practices; and (ii) by Permitted Personnel (defined below) in good standing in their field; and (iii) in accordance with any safety and security procedures required by Applicable Law or otherwise deemed necessary or reasonable by Licensor.

2.4.2 *Permitted Personnel.* Licensee shall have full responsibility and liability for the safety and conduct of Licensee's personnel, its agents, employees, contractors, engineers, surveyors, individuals acting on Licensee's behalf and other representatives and officers ("**Permitted Personnel**") while on any part of the Property. Licensee shall require Permitted Personnel to comply with the terms and conditions of the MLA, SLAs, and Site SIOPs. At Licensee's sole cost and expense, all Permitted Personnel must satisfy a criminal background check as is permissible by state and federal law prior to any such Permitted Personnel being granted access to the Property. Permitted Personnel must possess all applicable certifications, training and/or licenses. Upon Licensor's request, Licensee shall certify compliance with these requirements. Licensee agrees that Licensor shall bear no responsibility or liability for the conduct or safety of any of Licensee's Permitted Personnel while on any part of the Property.

2.4.3 *Compliance.* Licensee shall, at Licensee's sole cost and expense comply with all applicable local, state and federal laws, rules, regulations, ordinances, directives, covenants, guidelines, easements, zoning and land use regulations, and restrictions of record, permits, building codes, tower lighting and structural requirements, and the requirements of any

applicable government entity having jurisdiction over the Property, Licensed Site, WCF, and Licensee's operations thereupon, including all FCC and FAA rules, professional engineering guidelines, fire insurance underwriter or rating bureau standards, now in effect or which may hereafter come into effect, including, without limitation, the Americans with Disabilities Act and laws regulating Hazardous Materials (as defined herein). Licensee must comply with all applicable radio frequency safety standards, including but not limited to, any safety measures recommended in any emissions analyses including OSHA, OET Bulletin 65 or any FCC standard which may supersede this standard from time to time, and signage to communicate hazardous conditions. For the purposes herein, the requirements of this Section 2.4.3 shall be referred to herein as the "Applicable Law(s)."

- (i) *Environmental Compliance.* Licensee shall not, either with or without negligence, cause or permit the escape, unlawful disposal, or release beyond lawful limits of any Hazardous Materials in any manner if prohibited by law or if not sanctioned by the highest standards prevailing in the industry for this storage and use of such substances and materials. for the purposes of this paragraph, the term "**Hazardous Materials**" shall mean: (i) any substances defined as "hazardous substances," "pollutants," "contaminants," "hazardous materials" "hazardous waste" or "hazards or toxic substances" as now or hereafter defined in any applicable federal, state or local law, regulation, ordinances, or directive, including, but not limited to, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by SARA, 42 U.S.C. § 9601 et. seq.; the Hazardous Materials Transportation Act 49 U.S.C. § 1801, et. seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601, et. seq.; the Clean Water Act 33 U.S.C. § 1251 et. seq.; the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 9601, et. seq.; the Clean Water Act, 33 U.S.C. § 1251 et. seq.; Clean Air Act 42 U.S.C. §. 7412, et. seq.; as any such acts may be amended, modified or supplemented; (ii) those substances listed above or otherwise identified in the regulations adopted and publications issued, as may be amended, modified or supplemented, pursuant to any of the above-referenced statutes; (iii) any friable asbestos, airborne asbestos, or any substance or material containing asbestos; (iv) any substance, the presence of which on the Licensed Site and/or Licensor Property is prohibited by any legal requirement of any governmental authority or which may give rise to an assessment by a governmental authority; and (v) any other substance which by legal requirement of any governmental authority requires special handling in its collection, storage, treatment or disposal.
- (ii) *Documentation.* At Licensor's reasonable request, Licensee shall provide to Licensor within thirty (30) days of such request copies of all petitions, applications, reports, and communications submitted or received by Licensee to the FCC, FAA, or any other federal, state or local regulatory commission or agency having jurisdiction in respect to any matter specifically affecting this SLA or Licensee's operation of its Licensed Site and/or WCF.
- (iii) *Survival.* The obligations of this Section 2.4.3 shall survive any termination or expiration of the MLA and any SLA.

2.4.4 *Site Installation and Operating Procedures.* Each SLA shall have an attached document detailing site-specific information regarding access, safety and required installation

and operating procedures (“**Site SIOP**”). Licensor shall provide all Permitted Personnel with the Site SIOP prior to accessing Licensor Property or Licensed Site. Licensor may make changes to the Site SIOP with thirty (30) days written notice to Licensee. In the event of a conflict of any of the terms contained in the Site SIOP and the terms of the SLA, the terms and procedures set forth in the SLA shall control.

2.4.5 Access.

- (i) *Licensee’s Access.* Licensee may access a Licensed Site during the times and pursuant to conditions and procedures set forth in the applicable Site SIOP. For access not involving an installation or Modification, Licensee shall request access by submitting a completed Access Request Form to the Designated Representative. Licensee is responsible for coordinating access to the Licensed Site with the Designated Representative and for accessing and operating in compliance with the SIOP, SLA and MLA. Should Licensee fail to meet the conditions for access, Licensor may, in addition to any other rights and privileges set forth herein, withhold authorization for Licensee’s access to any portion of the Property until all conditions are met and Licensor grants access in writing.
- (ii) *Emergency Access.* In the event of an “**Emergency**” as defined as (i) a situation that causes or threatens to cause immediate harm to person or property, or (ii) any network outage caused by the WCF on the Licensed Site, Licensee may access the Premises at any time by immediately contacting the emergency phone number provided in the applicable Site SIOP. Licensor shall dispatch appropriate personnel to open the building in order to provide the necessary access. Licensee must provide the name, title and cell phone number of the Permitted Personnel dispatched to address the Emergency at the Licensed Site. At all times, the Permitted Personnel responding to the Emergency must have the authority to resolve radio interference issues. In the event this Section 2.4.5(ii) conflicts with the procedures set forth in the Site SIOP, the Site SIOP shall control.
- (iii) *Licensor’s Access.* Licensee will provide access codes, a key or other security method agreed by Licensor to allow Licensor to access the Licensed Sites at no cost to Licensor, upon receipt of reasonable notice from Licensor.

2.4.6 *Utilities.* Licensee shall install and maintain, at Licensee’s sole cost and expense, separately metered utilities, including but not limited to power, internet, telco, and gas, billed directly to Licensee from the local utility service, unless otherwise specified in the SLA. Licensee shall pay all costs associated therewith directly to the utility company. At Licensee’s sole cost, Licensor shall reasonably cooperate with Licensee’s efforts to obtain any necessary utility service for the WCF. At Licensee’s sole cost, Licensee shall perform any modifications necessary in the event that the building’s utility infrastructure requires upgrades or modification or any other utility- related changes to provide utilities to the WCF, with the prior approval of Licensor. In no event shall Licensor be responsible for any loss of power to the WCF. In the event of a commercial power outage, Licensee shall have the right to install and operate a temporary generator at a Licensor-approved location on the Licensor Property, for no more than ten (10) calendar days, which can be extended with Licensor’s written approval.

2.4.7 *Aesthetics.* Licensee’s work shall be in a manner that will maintain the aesthetic

impact of the Property as determined in Licensor's reasonable discretion. Licensor reserves the right to reasonably require Licensee to paint, shield, fence, landscape or otherwise minimize the appearance of the Licensed Sites and WCF from view and take such other action Licensor determines necessary or convenient from time to time to minimize aesthetic impact.

2.4.8 *Licensee's Duty to Repair.* Licensee shall immediately repair and/or restore any damage or wear caused as a result of Licensee's use of the Licensor Property and/or Licensed Site to a condition satisfactory to Licensor. No improvements to the Licensor Property, easements, access routes and/or rights of way outside of the Licensed Site, shall be made without the prior written consent of Licensor including but not limited to digging, boring, leveling, paving, fencing, tree trimming, landscaping removal, or utility removal or relocation.

2.4.9 *Inspection and Repairs by Licensor.* Licensor reserves the right, without any obligation to do so, to inspect the Licensed Site and, at Licensor's sole discretion, Licensor may make any necessary repairs or modifications and perform any work that may be necessary (i) to prevent interference, waste, destruction or deterioration; or (ii) for safety reasons; or (iii) to comply with Applicable Laws; or (iv) to perform any obligations of Licensee should Licensee fail to do so. Licensor may temporarily restrict access, in Licensor's sole discretion, for a reasonable amount of time necessary to conduct maintenance and repairs. The cost of such repairs shall be subject to Section 1.6 – Other Fees and Payments.

ARTICLE 3. INTERFERENCE WITH OPERATIONS AND COLOCATIONS

3.1 Non-Interference.

3.1.1 *Licensee's Electronic Interference.* Licensee shall install and operate all WCF with the type and frequency of equipment that will not interfere with any of Licensor's equipment as it may exist throughout the duration of the MLA or SLA, or that of Licensor's other licensees on any Property installed as of the SLA Effective Date. Any use by Licensee of unlicensed frequencies shall not create any interference with the use of unlicensed frequencies by other users of the Licensor Property, provided that the other users are operating in compliance with all rules and regulations of the FCC.

(i) *Licensor's Remedies.* In the event Licensee's equipment causes such interference, Licensee shall take all steps necessary to correct and eliminate the interference within twenty-four (24) hours of notification of such interference from Licensor. In the event Licensee cannot cure the interference within the twenty-four (24) hour period, Licensee shall power-down its equipment and cease active operation of the Licensed Site (with the exception of powering up such equipment for intermittent testing) until the notified interference is resolved.

3.1.2 *Licensee's Physical Interference.* Licensee's use of permitted access areas or other portions of Licensor Property shall not physically interfere with Licensor's use, access, operations, or maintenance of the building, fields, access routes and parking areas, equipment, signage, lighting, other fixtures, or Licensor's other licensees' operations or use of the Property.

(i) *Licensor's Remedies.* In the event of any physical interference with Licensor's use of Licensor Property or school events, outside of a Licensed Site, having been caused or

created by Licensee, Permitted Personnel, Licensee's equipment, vehicles or by Licensee's other personal property, Licensee shall take all steps necessary to correct and eliminate the interference within twenty-four (24) hours of notification of such interference from Licensor. If Licensee fails to resolve the physical interference within twenty-four (24) hours, Licensor may, in Licensor's sole discretion, immediately relocate the interfering equipment or object and/or demand Permitted Personnel temporarily cease any work causing the interference as required to resolve the physical interference. In such event, Licensee shall reimburse Licensor for any costs incurred in terminating said interference within thirty (30) calendar days of receipt of Licensor's invoice.

3.1.3 *Licensor's Interference.* Licensor's other licensees and tenants whose use of a Property postdates Licensee's, will be permitted to install only such equipment that is of the type and frequency that will not cause harmful and measurable interference to Licensee's then-existing equipment, provided that Licensee's equipment is operating within its licensed frequencies, and in compliance with FCC guidelines. Notwithstanding the foregoing, Licensor shall not be responsible for any resolution, correction, coordination, mitigation, or any liabilities associated with interference issues not directly caused by Licensor.

3.1.4 *Remedies to Interference.* The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Article 3, and therefore, either Party shall have the right to all legal and equitable remedies including, without limitation, injunctive relief and specific performance. The Cure Period (defined in Section 7.1.1) shall not be applicable to Article 3 of the MLA.

ARTICLE 4. INDEMNITY, INSURANCE, WAIVER OF CLAIMS, LIABILITY

4.1 **Indemnification.** During the Term of the MLA, Licensee shall indemnify and hold Licensor, its employees, servants, and agents (collectively, the "**Indemnified Parties**"), harmless against any claim and/or actual liability or loss, including, without limitation personal injury or property damage due to or arising out the use of the Licensed Sites by Licensee or its Permitted Personnel (including but not limited to punitive, special economic, consequential, indirect, exemplary or incidental damages, restitution, disgorgement and reasonable attorney's fees or costs related to a claim), except to the extent that such claims or damages may be due to or caused by the acts or omissions of the Indemnified Parties. Licensee shall notify Licensor within seven (7) calendar days of the threat or commencement of any litigation against Licensee where there is any possibility that Licensor may be made a party thereto.

4.1.1 *Environmental Indemnification.* Licensor has identified certain Properties with asbestos and/or lead paint and shall notify Licensee of such sites and provide Licensee with applicable procedures in the Site SIOPs as well as all other applicable procedures required by law for proper handling of such materials. Licensee shall ensure that Permitted Personnel comply with such procedures including, but not limited to training, certification, handling, containment, and cleanup. Licensee shall be solely responsible for any claims arising out of Licensee's failure to follow Licensor's established procedures related to asbestos and/or lead paint. Licensee shall defend, indemnify, and hold the Indemnified Parties harmless from and against any and all claims, damages, penalties, response costs, and liabilities, including reasonable attorney and consultant fees, costs to defend, and costs arising out of or in connection with the cleanup or restoration of the Licensor Property resulting from Licensee's use, (including the cost of any required or necessary investigation, testing, monitoring, repair cleanup detoxification, preparation of any closure or other plans, or other removal, response or remedial action at or relating to the Licensor Property). Licensee's obligations hereunder include, without limitation, those occurring as a direct or indirect result of, or arising out of any of the following resulting from Licensee's use: any legal

requirements, lawsuit (brought or threatened), reasonable settlement, or requirement of any insurer of the MLA and/or SLA, Licensed Site, and/or Licensor Property or any portion thereof, related to (i) asbestos and lead paint procedures; (ii) the generation, presence, management, disposal, release (or threatened release), escape, seepage, leakage or clean-up of any Hazardous Materials at, on, from or under all or a portion of the Licensed Site and/or Licensor Property for which the Licensee Permitted Personnel are responsible; (iii) the migration of Hazardous Materials caused by Licensee from the Licensed Site and/or Licensor Property to any other property or onto the Licensed Site and/or Licensor Property; (iv) the treatment, disposal or storage of Hazardous Materials exportation of Hazardous Materials from the Licensed Site and/or Licensor Property by Licensee or its Permitted Personnel; or (v) the incorporation by Licensee of any Hazardous Materials in the Licensed Site, except to the extent arising from Licensor's negligence or willful misconduct.

4.1.2 *Information and Cooperation.* Upon Licensor's timely written notice of any such claim or of the commencement of any action, suit, or other proceeding to Licensee, Licensor shall tender the defense thereof to Licensee and Licensee shall consult and cooperate with Licensor's counsel and consultants while conducting its defense and related issues including any settlements of claims prior the execution of any settlement agreements or else Licensor shall not be bound thereby.

4.1.3 *Representation and Costs.* If separate representation to fully protect the interests of both Parties is or becomes necessary, such as a conflict of interest between Licensor and Licensee, Licensee shall pay for all reasonable expenses incurred by Licensor as a result of such separate representation; provided, however, in the event separate representation becomes necessary, Licensor shall select its own counsel and any other experts or consultants, subject to Licensee's prior approval, which may not be reasonably withheld, conditioned, or delayed. Licensor's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultant fees, and shall also include the actual cost of any services rendered by Licensor's counsel or any employees of Licensor or its agents.

4.1.4 *Survival.* The rights and obligations of this Section 4.1 shall survive the expiration or early termination of this MLA and shall remain operative until the time that all potential claims or potential civil actions by the Parties or by third parties shall expire under existing law.

4.2 **Insurance**

4.2.1 *Licensee's Requirements.* Licensee shall at its own expense maintain in full force and effect the following minimum limits of insurance for each of the Licensed Sites throughout the SLA Term, which shall include the Milwaukee Board of School Directors and City of Milwaukee as additional insureds under all policies except those described subsections (iii), (iv) and (v) below.

- (i) *Commercial General Liability* insurance insuring against liability for bodily injury, death or damage to Licensor Property, damage to personal property, advertising injury and contractual liability with combined single limits of Five Million and No/100 Dollars (\$5,000,000.00).

General Aggregate Limit:	\$5,000,000
Products-Completed Operation Aggregate:	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

- (ii) *Comprehensive Automobile Liability* insurance covering owned, non-owned and Permitted Personnel's vehicles against claims for bodily injury or property damage

with combined single limits of Two Million and No/100 Dollars (\$2,000,000.00);

- (iii) *Workers' Compensation* insurance including occupational disease and employer's liability for all Permitted Personnel at the Licensed Site and require contractors and/or subcontractors to provide Workers' Compensation Insurance for all of the employees at the Licensed Site consistent with this Section 4.2. Licensee shall maintain and/or shall cause such contractor(s) and/or subcontractor(s) to maintain Workers' Compensation insurance coverage for its employees engaged in hazardous work at the Licensed Site that are not otherwise protected statutorily under the Wisconsin Workers' Compensation Statute, Chapter 102. The Employer's Liability limits under the Workers' Compensation insurance policies shall be at least \$500,000. Licensee shall take special precautions to comply with Workers' Compensation statutory provisions.
- (iv) *Property Risk* insurance insuring intentional and negligent acts of workers, and damage to Licensee's property, equipment, antennas and appurtenances as the property insurance exposure shall be solely borne by the Licensee. Licensor does NOT maintain property insurance coverage for (and is indemnified by Licensee against) any of work related to the Licensed Sites. Licensor shall not be responsible for materials stored or used on the Licensed Site including, but not limited to tools, sheds, hoists, scaffolding owned or rented by Licensee or Permitted Personnel or losses caused by vandalism.
- (v) *Employer's Liability:*

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$5,000,000 policy limit

4.2.2 *Umbrella Policy* may be used to meet the required limits with a minimum limit of \$2,000,000 per occurrence and aggregate insurance providing coverage as broad as the underlying commercial general liability, automobile liability, and employer's liability.

4.2.3 *Certificate of Insurance.* Licensee shall provide Licensor with evidence of such insurance in the form of a certificate of insurance ("COI") via email prior to obtaining occupancy of any Licensed Site and upon Licensor's request thereafter and throughout the term of the MLA.

4.2.4 *Indemnification obligations* under this SLA shall not be reduced in any way by the existence or non-existence, limitation, compliance amount or type of damages, compensation or benefits payable under Worker's Compensation Laws or other insurance provisions.

4.2.5 *Additional Requirements.* All insurance coverage for the additional insureds shall be on a primary and non-contributory basis for claims arising out of operations of the Licensee or the negligent acts or willful misconduct of Licensees actions. All policies shall provide that any insurance maintained by the additional insureds is excess and noncontributing any insurance required hereunder with respect to the operations of Licensee on the premises or Licensees willful misconduct. Any and all deductibles are the responsibility of the Licensee. Any required insurance coverage shall be obtained from an insurance provider authorized to conduct business in the State of Wisconsin and shall be rated A- or better in the most current publication of Best's Financial Strength Rating Guide. Licensee or its carrier shall provide Licensor with thirty (30) calendar days' prior written notice of any change, modification, or cancellation in coverage.

4.2.6 *Reservation of Rights.* Licensor may, in Licensor's sole and reasonable discretion, review and modify the insurance requirements contained in this Section 4.2, provided that no modifications to the same may be made less than six (6) months prior to the expiration of any Term. Licensee's provisioning of insurance as required herein shall not limit or diminish Licensee's obligations under this MLA or any SLA.

4.3 **Waiver of Claims.** In consideration for the rights granted under this MLA and each SLA, Licensee hereby waives all claims, demands, causes of action, and rights it may assert against Licensor and its officials, personnel, agents, and representatives because of any loss, damage, or injury to any Licensed Site or WCF, or any loss or degradation of service resulting from the installation, operation, maintenance or malfunction of a WCF, regardless of cause, except with respect to workers compensation and claims, demands, causes of action and rights Licensee may assert against Licensor and its officials, personnel, agents, and representatives in connection with their negligence or willful misconduct.

4.4 **No Liability.** Licensor shall not be liable to Licensee for any damage caused by other licensees sharing space on the same structure with Licensee. Licensor shall not be liable to Licensee by reason of inconvenience, annoyance, or injury to the WCF or activities conducted by Licensee therefrom, arising during necessary repairs, alterations, or improvements to any portion of the permitted access areas by Licensor, or arising during, or in, or to, Licensor's fixtures, appurtenances, or equipment.

4.5 **Licensee Responsibility.** Licensee shall be responsible and liable for the acts and omissions of Permitted Personnel in connection with the performance of this MLA, as if such acts or omissions were Licensee's acts or omissions.

ARTICLE 5. ASSIGNMENT, SUBLEASING, PLEDGE OF ASSETS

5.1 Assignment and Subletting.

5.1.1 *Assignment by Licensee.* This MLA, together with all SLAs, may only be wholly and collectively sold, assigned, or transferred by Licensee with thirty (30) days written notice to Licensor, to Licensee's parent or a wholly owned subsidiary of Licensee or Licensee's parent. As to other parties, the MLA or any SLA may not be sold, assigned, or transferred, in whole or in part, without the prior written consent of the Licensor, which shall not be unreasonably withheld, conditioned, or delayed. Any assignment or transfer by Licensee shall release Licensee of its obligations hereunder upon the date of the assignment to the extent such obligations are assumed (by operation of law or otherwise) by the assignee or transferee.

5.1.2 *Sublicensing by Licensee.* Licensee may not sublet or sublicense, its rights under this MLA, except as otherwise provided in the applicable SLA. Licensor's consent to sublease and the amount of revenue share must be amended in the SLA.

5.1.3 *Assignment by Licensor.* Licensor may assign, transfer, and mortgage in whole or in part, its rights and obligations under this MLA and each SLA and may lease or license all or any portion of Licensor Property, subject to Licensee's rights as provided in the MLA or SLA, at any time and without obtaining the consent of Licensee. Any assignment or transfer by Licensor shall release Licensor of its obligations hereunder to the extent such obligations are assumed (by operation of law or otherwise) by the assignee or transferee.

ARTICLE 6. DESTRUCTION, ABANDONMENT, AND RELOCATION

6.1 **Right to Relocate.** Upon three hundred sixty-five days' (365) prior written notice to Licensee, Licensor shall have the one-time right to require Licensee to relocate all or a portion of a Licensed Site at any time during the SLA Term of any SLA. In any such event, such relocation shall be at Licensee's expense, including actual costs incurred by Licensor for coordination or supervising same. Licensor shall

use reasonable efforts to provide Licensee with a reasonably equivalent alternate location, if available. In the event Licensee determines, in Licensee's sole discretion, that the alternate location is not viable, Licensee shall have the right to terminate the applicable SLA by providing Licensor notice of same within sixty (60) days of receipt of Licensor's notice of such alternate locations.

6.2 **Destruction of Licensed Site.** If any Licensed Site is destroyed or damaged so as, in Licensee's reasonable judgment, to hinder the effective use of the relevant Licensed Site for its Permitted Use, provided that such damage or destruction is not caused by Licensee or its Permitted Personnel, Licensee may elect to terminate the applicable SLA as of the date of the damage or destruction by notifying Licensor not more than forty-five (45) days following the date of damage or destruction. In any such event, (i) all rights and obligations of the Parties shall cease as of the date of the damage or destruction, except those that, by their nature or specific reference, survive the termination of the applicable SLA, and (ii) Licensee shall not be entitled to the reimbursement of any amounts prepaid by Licensee.

6.3 **Condemnation.** If a condemning authority provides notice that it intends to take all or a part of any Licensed Site, so that such Licensed Site is deemed, in either Party's determination, unsuitable for the Permitted Use, either Party shall have the right, at its sole discretion, to terminate the applicable SLA upon written notice to the other Party. In any such event, the applicable SLA shall terminate on the date on which the title vests in the condemning authority. Sale of all or part of any applicable Licensed Site to a purchaser, which is exercising its power of eminent domain, shall be treated as a taking by condemnation. In such event, Licensor shall be entitled to receive the entire award or payment in connection with any condemnation, or transfer in lieu thereof, except that Licensee shall have the right to file any separate claim with the condemning authority that is available to Licensee, provided, however, that such Licensee claim may not diminish the award available to Licensor and such claim is payable separately to Licensee. Should either Party fail to provide notice to terminate the SLA, the SLA shall continue in full force and effect.

ARTICLE 7. DEFAULT, REMEDIES AND TERMINATION

7.1 **Default.** The failure of either Party, or its agents, contractors, employees, or permittees, to observe or comply with any covenant, term, condition, or provision of this MLA or any SLA shall result in a “**Default**” of this MLA.

7.1.1 *Cure Period.* Following a Default, the non-defaulting Party shall give the defaulting Party written notice of such Default, and the defaulting Party shall have fifteen (15) calendar days in which to cure any monetary Default and thirty (30) calendar days to cure any non-monetary Default (each a “**Cure Period**”). The defaulting Party shall have such extended period as may be required beyond the Cure Period for a non-monetary Default, provided that the nature of the cure is such that it reasonably requires more than thirty (30) calendar days and provided that: (i) the defaulting Party delivers to the non-defaulting Party, in writing, a proposal to cure to such Default that is reasonably acceptable to the non-defaulting Party, and (ii) the defaulting Party commences the cure within thirty (30) calendar days of its receipt of written notice of such Default, and thereafter continuously and diligently pursues the cure to completion. In no event shall the Cure Period for any Default be extended beyond ninety (90) calendar days, unless agreed upon in writing by the non-defaulting Party.

7.1.2 *Repeat Monetary Default.* Notwithstanding anything to the contrary contained herein, Licensor shall not be required to provide Licensee an opportunity to cure any monetary Default that occurs more than three (3) times in any consecutive twelve (12) month period.

7.2 **Remedies To Default.**

7.2.1 *Licensee’s Remedies.* In the event Licensor fails to cure a Default within the applicable Cure Period, Licensee may, but shall not be required to, pursue all or any of the following remedies: (i) terminate the applicable SLA without further liability except as otherwise provided herein; and/or (ii) pursue any other rights and remedies available at law or in equity, subject to the provisions of the applicable SLA and this MLA. Licensee shall have no right of self-help to perform any obligation of Licensor, and shall have no right to withhold, set-off or abate fees due under this MLA or any SLA, nor claim an actual or constructive revocation of any SLA or disturbance of Licensee’s rights with respect to any Licensed Site, unless, until, and only to the extent that Licensee shall have obtained a valid judgment by a court of competent jurisdiction.

7.2.2 *Licensor’s Remedies.* In the event Licensee fails to cure a Default within the applicable Cure Period, Licensor may, but shall not be required to, pursue all or any of the following remedies: (i) terminate this MLA (and consequently, each SLA) without further liability except as otherwise provided herein; and/or (ii) terminate the individual SLA under which the Default is incurred without further liability except as otherwise provided in the SLA and this MLA; and/or (iii) make any payment and/or perform or cause to be performed any work required of Licensee to comply with any term, covenant or condition required hereunder, and/or (iv) recover actual damages, and/or (v) pursue any other rights and remedies available at law or in equity, subject to the provisions of this MLA or the applicable SLA. If after the applicable Cure Period, Licensor performs any of the Licensee’s obligations hereunder, the full amount of

the actual cost and reasonable expenses incurred by the Licensor shall be due and payable by the Licensee to the Licensor in accordance with Section 1.6 of this MLA.

7.3 **Cumulative: Mitigation.** The remedies available to the Parties in this Article 7 shall be cumulative, and the exercise of one right or remedy shall not impair that Party's right to exercise any other right or remedy. Notwithstanding the foregoing, each Party shall use reasonable efforts to mitigate its damages arising from a Default by the other Party.

7.4 **Continuance of License Fee.** At all times during the Term, including during a Default, all undisputed payments owed hereunder, including the License Fee, shall be due and payable as set forth herein.

7.5 **Non-Waiver of Remedies.** The failure of any Party at any time to require performance of any provision or any remedy provided under this MLA or any SLA shall in no way affect the right of that Party to require performance or remedy at any time thereafter, nor shall the waiver by any Party of a Default be deemed to be a waiver of any subsequent Default. The acceptance of any sum paid by Licensee to Licensor during or after any Default of any provision of an SLA and/or this MLA shall not be deemed a waiver of such Default unless expressly set forth in writing. No waiver shall be effective unless it is in writing and signed by the non-defaulting Party.

7.6 **SLA Termination.** Any SLA may be terminated, individually, in the following manner: (i) on sixty (60) days' prior written notice by Licensee to Licensor if Licensee, through no fault of its own, is unable to maintain any license, permit, or other governmental approval necessary to continue the operations of the applicable WCF; or (ii) by Licensee at any time, for any reason or no reason, provided that Licensee shall be obligated to pay all amounts owed under such SLA for the duration of the then-current Term, as the case may be, with no right to reimbursement for any unused portion of the License Fee; or (x) by Licensor after the Initial Term of an SLA and with three hundred sixty (360) days' prior written notice to Licensee should Licensor determine, in its sole discretion, that the Licensed Site is required for other school related purposes, as determined in Licensor's sole discretion, or (y) the Licensed Site or Licensee's use thereof is interfering, physically or otherwise, with Licensor's use of the Property or Licensor's adjacent properties or rights-of-way.

7.6.1 Upon any such termination under this Section 7.6, the applicable SLA shall be of no further force or effect except as to (i) the extent of the representations, warranties, and indemnities made by each Party to the other hereunder, (ii) the payment of any outstanding amounts due hereunder (iii) the provisions contained herein regarding removal, and (iv) such other obligations and liabilities that, by their nature or specific reference, survive the termination or expiration of the MLA or any SLA.

7.7 **Removal/Restoration.** No part of the WCF, or structures constructed, erected or placed within or upon any Licensed Site, including the placement of utilities, by Licensee shall become, or be construed as being, affixed to or a part of the Licensor Property; it being the specific intention of the Parties that the WCF shall be and remain the personal property of Licensee and may be removed by Licensee at any time during the SLA Term. Within ninety (90) days after the expiration or termination of an SLA (the "**Removal Period**"), Licensee shall remove the WCF (including the structures, cables, footings and foundations as applicable) and restore the Licensed Site and the Licensor Property to the condition that existed prior to the installation of any equipment or structures at the Licensed Site by Licensee or Licensee's predecessor-in-interest, ordinary wear and tear and casualty excepted. Until the WCF is removed as required by this MLA or as otherwise required by the SLA, Licensee shall pay a

monthly Holdover Fee pursuant to Section 1.4.3.

7.7.1 *Licensor's Removal Rights.* In the event Licensee does not remove all or part of the applicable WCF or applicable structures within the applicable Removal Period, Licensor may, without obligation, remove all or a part of the WCF from the applicable Licensed Site and/or the Licensor Property using any method Licensor deems reasonably necessary, and may (i) secure storage from a commercial storage provider, or (ii) dispose of the applicable WCF in any manner Licensor deems necessary. Licensee shall bear all costs associated with the removal, storage and/or disposal of any abandoned equipment and shall reimburse Licensor for any costs incurred by Licensor for the same within thirty (30) calendar days of Licensee's receipt of Licensor's invoice. This Section 7.7 shall survive the early termination or expiration of the applicable SLA or this MLA.

ARTICLE 8. MISCELLANEOUS

8.1 **Notices.** All notices hereunder must be in writing and shall be deemed validly given if addressed to the addresses indicated below (or to such alternate address as either Party may specify to the other, in writing, at least thirty (30) business days prior to such notice being given) (the "**Notice Address(es)**") and sent by (i) certified mail, return receipt requested or (ii) a nationally recognized courier service that provides delivery and verification of such delivery or attempted delivery. In either case, the notice shall be effective upon receipt or rejection of delivery, or attempted delivery.

<p><u>For Licensor:</u> Milwaukee Board of School Directors Division of Facilities and Maintenance Senior Dir. of Facilities & Maintenance 1124 N 11th Street Milwaukee, WI 53233</p>	<p><u>For Licensee:</u> T-Mobile Central LLC c/o T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006 Attn: Lease Administration</p>
<p><u>With a copy to:</u> Office of the City Attorney City Hall, Room 80 200 East Wells Street Milwaukee, WI 53202</p> <p>Milwaukee Board of School Directors Contract Law Specialist 5225 West Vliet Street, Room 160 Milwaukee, WI 53208</p>	<p><u>With a copy to:</u> T-Mobile Central LLC d/b/a T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006 Attn: Legal (Network Real Estate)</p>

8.2 **Liens.** Licensee agrees that this MLA and any SLA shall be subject and subordinate to any and all financing, including all extensions, renewals, amendments, and supplements thereto now or hereafter affecting any part of the Licensor Property. Licensee agrees to execute and deliver promptly any instrument requested by Licensor or any mortgagee or trustee to further confirm the subordination of this MLA and any SLA to a particular mortgage provided that such lienholder shall provide Licensee with a notice of attornment. Licensee's obligations under this Section 8.2 shall survive any termination or expiration of this MLA or the applicable SLA. Licensee shall not suffer or permit any liens to be filed against the Property or the Licensed Site, or any part thereof, by reason of work, labor, services, supplies, or materials requested, and/or claimed to have been requested by the Licensee. If any such lien is filed at

any time, the Licensee shall cause it to be cancelled and discharged of record or bonded over within thirty (30) days after Licensee's receipt of notice of the filing thereof.

8.3 **Title and Quiet Enjoyment.** Licensor represents and warrants to Licensee that, upon Licensee's keeping, observing, and performing all the terms, covenants, conditions, provisions and agreements required of Licensee in this MLA and in each SLA, Licensee shall have quiet enjoyment of each Licensed Site during the Term.

8.4 **No Warranties.** Unless otherwise stated herein, Licensee accepts each Property, Licensed Site in an "as-is" condition without any warranties or representations, express or implied, of the fitness of a Licensed Site or Property for a particular use. Licensee expressly assumes all risks inherently associated with constructing, placing, and operating a communication facility on Licensor's Property. Licensee is relying solely on its own investigation and due diligence of each Licensed Site. Licensor has no obligation to make any improvements or repairs to any Licensed Site or Licensor Property to accommodate the Permitted Use.

8.5 **Licensee's Authority.** Licensee hereby represents and warrants to Licensor that Licensee has the full power and authority to enter into and perform its obligations under this MLA, and, to the extent applicable, the person(s) executing this MLA on behalf of Licensee, has the authority to enter into and deliver this MLA on behalf of Licensee and no consent, authorization, order, or approval of another person or entity is required for the execution and delivery by Licensee of this MLA.

8.6 **Licensor's Authority.** Licensor hereby represents and warrants to Licensee that Licensor has the full power and authority to enter into and perform its obligations under this MLA, and, to the extent applicable, the person(s) executing this MLA on behalf of Licensor, has the authority to enter into and deliver this MLA on behalf of Licensor and no consent, authorization, order, or approval of another person or entity is required for the execution and delivery by Licensor of this MLA.

8.7 **Non-Exclusivity.** Nothing in this MLA or in any SLA shall be construed to imply that: (i) Licensor is granting an exclusive license, or use of the Licensor Property outside the Licensed Site, to Licensee; (ii) Licensee's use of any Licensed Site would prevent Licensor from using the Licensor Property for any purpose it deems appropriate that does not interfere with the Permitted Use of the same by Licensee; or (iii) would prevent Licensor from entering additional telecommunication licenses on the Property.

8.8 **Complete Agreement.** It is hereby mutually agreed and understood that this MLA, as augmented by the SLAs, contains all agreements, promises, and understandings between Licensor and Licensee and that no other agreements, promises, or understandings shall be binding on either Licensor or Licensee in any dispute, controversy, or proceeding at law. Any addition, variation, or modification to this MLA and the SLAs shall be void and ineffective unless in writing and signed by the Parties.

8.9 **Unenforceability.** If any provision of this MLA or an SLA is determined by a court having authority to be invalid or unenforceable with respect to any Party, the remainder of the MLA and/or SLA or the application of such provisions shall not be affected and each provision of the MLA and/or SLA shall be valid and enforceable to the fullest extent permitted by law.

8.10 **No Beneficial Interest.** The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property herein described.

8.11 **No Violation of Law.** Licensee shall not commit, nor permit the commission of, any act or thing, which shall be a violation of any applicable ordinance of the municipality, City, County, or of any

applicable law of the State of Wisconsin or the United States. Licensee shall not use the Property for any manner, which shall constitute a nuisance or public annoyance. The signatories hereto aver that they are familiar with 18-8- 301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S., as amended, and that no violation of such provisions is present.

8.12 **Captions**. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provisions, scope or intent of this Ground Lease.

8.13 **Time**. Time is of the essence in each and every provision of this MLA and each SLA.

8.14 **Estoppel**. Licensee agrees to furnish to Licensor, within thirty (30) calendar days after receipt of such request, a truthful statement of information as reasonably requested by Licensor.

8.15 **Governing Law**. This MLA and each SLA, and the performance interpretation, execution, and enforcement thereof, shall be governed, interpreted, construed, and regulated by the laws of the State of Wisconsin, County of Milwaukee and the rules and regulations issued pursuant thereto shall be applied without regard to any conflict at laws. Any provision of the MLA or any SLA, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise.

8.16 **Legal Representation**. The Parties warrant and represent to each other that they have had representation, or have had the opportunity to have representation, by legal counsel during all stages in the negotiation of this MLA. The Parties further agree that they have participated in the negotiating and drafting of this MLA and the SLA template and stipulate that this MLA and each SLA shall not be construed more favorably with respect to either Party.

8.17 **Attorney's Fees**. In the event of any commencement of arbitration or litigation arising hereunder, the substantially prevailing Party shall be entitled to recover from the other Party such reasonable costs and fees, including attorney, consulting, and expert witness fees, as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing any judgment, and costs incurred in mediation, arbitration and on appeal.

8.18 **Survival**. Upon any expiration or termination, this MLA or any SLA shall be of no further force or effect except as to the extent of the representations, warranties and indemnities made by each Party to the other hereunder, and the provisions that by specific reference, or by their nature survive the expiration or termination.

8.19 **Submission not an Offer**. The submission of this MLA or any SLA for examination by either Party to the other shall not constitute an offer but shall only be effective upon full execution by both Parties.

8.20 **Execution**. This MLA and any SLA may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart.

8.21 **Runs with the Land**. This MLA and each SLA shall run with the Licensor Property and

shall be binding on and inure to the benefit of the Parties, their respective successors, personal representatives, and assigns.

8.22 **Recording**. Licensee may record a Memorandum of Site License Agreement for each/any SLA. Licensee may not record this MLA or any SLA.

8.23 **Attachments**. All Exhibits, Schedules and Attachments referred to herein are incorporated herein for all purposes.

Schedule 1 – Replacement SLA Site License Agreement Template	Attachment B – Application for Modification
Attachment A – New Site Application	Attachment C – Access Request Form

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused the execution of this Master License Agreement for Telecommunication Sites as of the day and year last written below.

LICENSEE

T-Mobile Central, LLC a Delaware limited liability company

By _____

Printed Name, Title

Date:



LICENSOR

Milwaukee Board of School Directors
(a school district organized and operating pursuant to *Wis. Stat. § 119*)

By: _____
Senior Director – Facilities & Maintenance

Date: _____

By: _____
Eduardo Galvan
Interim Superintendent of Schools

By: _____
Marva Herndon
President - Milwaukee Board of School Directors

SCHEDULE 1
Site License Agreement Template
(Use for Replacment SLA)

SITE LICENSE AGREEMENT

This **SITE LICENSE AGREEMENT** (“SLA”) is made and entered into by and between the **MILWAUKEE BOARD OF SCHOOL DIRECTORS** (a school district organized and operating pursuant to Wis. Stat. § 119 (“**LICENSOR**”) and _____ (“**LICENSEE**”) and shall be effective as of the last date on which this SLA is executed by both Parties (“**SLA Effective Date**”). Licensor and the Licensee shall be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties.**”

RECITALS

WHEREAS, Licensor owns that certain plot, parcel or tract of land, located at _____ Street in the City of Milwaukee, County of Milwaukee, State of Wisconsin, commonly known as _____ School, more fully described on Exhibit 1 - Description of Property as attached and incorporated herein, together with all rights and privileges arising in connection therewith (the “**Property**”); and

WHEREAS, Licensor and Licensee previously entered into that certain Lease Agreement dated _____, (the “**Existing Lease**”) whereby Licensee currently leases from Licensor the right to use a portion of the Property to install and operate a wireless communications facility (“**WCF**”); and

WHEREAS, the Parties desire to terminate the Lease and enter into this SLA to facilitate Licensee’s desired use of a portion of the Property, subject to the terms, conditions, and other rights and obligations, all contained within this SLA and the MLA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby incorporate each of the foregoing recitals into the terms of this SLA by this reference and hereby agree to be bound to the terms and conditions of the MLA and this SLA as follows:

1. Integration with MLA. This SLA is entered into pursuant to that MLA (as the same may be amended from time to time, the “**MLA**”), by and among Licensor and Licensee. The terms and conditions of the MLA, and the defined terms created therein are incorporated herein by this reference and made a part hereof without the necessity of repeating or attaching the MLA. By executing and delivering this SLA, Licensor and Licensee hereby agree to be bound by all terms and conditions of the MLA, and to perform all covenants and agreements therein. In the event of a conflict between the MLA and this SLA, this SLA shall prevail.
2. Termination of Existing Lease. The Existing Lease is terminated as of the SLA Effective Date.
3. Description of the Licensed Site. The exclusive “**Licensed Site**” and the separate non-exclusive route(s) of access and placements of utilities include only those portions of the Property specifically described in Exhibit B – Licensed Site, and containing that certain equipment shown on Exhibit C – Wireless Communications Facility attached hereto and incorporated herein.

4. Site Information.

Licensee Site Number/Name:

Licensor Site Name:

School ID Number:

Site Latitude/Longitude:

5. License Fee: The initial License Fee for the Licensed Site shall be _____ Thousand and No/100 Dollars (\$ 0,000.00) and shall commence upon the SLA Effective Date (“**SLA Commencement Date**”). The License Fee for the first year shall be prorated for partial months and/or year. Rent pre-paid pursuant to the Lease shall be set off from the prorated amount owed to Licensor. The License Fee shall otherwise be paid in accordance with the terms of the MLA.

6. Term: Four (4) terms of sixty (60) months.

7. Sublicensing. Licensee may not sublicense all or any portion of the Licensed Site.

8. Modifications. Intentionally reserved.

9. Other Specific Site Requirements.

9.1. Licensee may access the Licensed Site as specified in the Site Installation and Operating Procedures (“**Site SIOP**”), hereto attached as Attachment 1.

10. Time of the Essence. Time is of the essence in each and every provision of this SLA and each and every provision of the MLA.

11. Counterparts. This SLA may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart.

12. Authority. Each of the individuals executing this SLA on behalf of the Licensee or the Licensor represents to the other Party that such individual is authorized to do so by requisite action of the party to this SLA.

13. Representation. The Parties warrant and represent to each other that they have had representation by legal counsel or have had the opportunity to be represented by legal counsel during all stages in the negotiation of this SLA. The Parties further agree that they have participated in the negotiating and drafting of this SLA and stipulate that this SLA shall not be construed more favorably with respect to either Party.

14. Submission. The submission of a draft of this License by either Party to the other shall not constitute an offer, and neither Party shall be bound by the terms of this License unless and until this License is fully executed by both Parties.

15. Exhibits. All Exhibits, Schedules and Attachments referred to herein are incorporated herein for all purposes.

Exhibit A- Description of Property

Exhibit B – Licensed Site

Exhibit C – Wireless Communications Facility

Attachment 1 – Site Installation and Operating Procedures (“SIOP”)

[SIGNATURE PAGE TO FOLLOW]

ATTACHMENT A
New Site Application



LICENSOR SITE NO. _____
SITE ADDRESS _____

LICENSEE SITE NO. _____
LICENSEE SITE NAME _____

Licensee must check each box to indicate that the corresponding item is attached. If any items are omitted, please explain below.

- Detailed constructions drawings (“Plans”):
 - Description of Licensee’s the proposed location of the Licensed Site and proposed WCF, detailing equipment model numbers, radio frequencies, azimuths, dimensions and weight of all equipment, including mounts, platforms, shelters, cabinets and utility connections and their locations.
 - Details of all cabling information including the size and type of any cables, lines, trunks or coax and the location, routing and connections thereof.
- Radio Frequency Exposure Study containing sufficient graphical detail and showing as applicable radio frequency exposure in accordance with federal requirements at surface level, nearest occupied floor level and ground level for all transmitting equipment on the rooftop, showing safe zones for human exposure, including those emissions from equipment not owned by Licensee.
- Structural Analysis utilizing current building code recommendations of the jurisdiction having authority, showing the roof and building can support all point and lateral loads, including but not limited to: (i) Licensee’s proposed equipment and cabling; (ii) existing mechanical/HVAC equipment associated with the building; (iii) all telecommunication equipment installed by other carriers or parties including Licensor; and (iv) loading of all roofing materials including legacy or previously install and overlaid roofing layers and ballast.
- Photo Simulations showing the existing appearance of a location or Licensed Site and the expected appearance after the installation of the WCF.
- Application Fee in the amount of \$2,500.00 (escalates at 3%/year) payable to Milwaukee Board of School Directors. Mail to: Department of Facilities and Maintenance Services, 1124 North 11th Street, Milwaukee, WI 53233 Re: Cell Site # _____.
- Draft SLA in editable and trackable format.
- Other studies, reviews or other work required to facilitate Licensee’s request or requested by Licensor:

Please explain any omissions. If items will not be available until after initial approvals have taken place, please describe the amount of time anticipated to obtain such items after approval.

I certify on behalf of _____ that the information above is true and correct.

Signature

Printed Name, Title
Date: _____

Date Received by Licensor: _____
Licensor’s Representative: _____

ATTACHMENT B
Application for Modification



LICENSOR SITE NO. _____
SITE ADDRESS _____

LICENSEE SITE NO. _____
LICENSEE SITE NAME _____

Licensee must check each box to indicate that the corresponding item is attached. If any items are omitted, please explain below.

- Detailed constructions drawings (“Plans”):
 - Description of Licensee’s the modifications and scope of work proposed, detailing existing and proposed equipment model numbers, radio frequencies, azimuths, dimensions and weight of all equipment, including mounts, platforms, shelters, cabinets and utility connections and their locations.
 - Details of all cabling information including the size and type of any cables, lines, trunks or coax and the location, routing and connections thereof.
- Radio Frequency Exposure Study containing sufficient graphical detail and showing as applicable radio frequency exposure in accordance with federal requirements at surface level, nearest occupied floor level and ground level for all transmitting equipment on the rooftop, showing safe zones for human exposure, including those emissions from equipment not owned by Licensee.
- Structural Analysis utilizing current building code recommendations of the jurisdiction having authority, showing the roof and building can support all point and lateral loads, including but not limited to: (i) Licensee’s proposed equipment and cabling; (ii) existing mechanical/HVAC equipment associated with the building; (iii) all telecommunication equipment installed by other carriers or parties including Licensor; and (iv) loading of all roofing materials including legacy or previously install and overlaid roofing layers and ballast.
- Photo Simulations showing the existing appearance of a location or Licensed Site and the expected appearance after the installation of the WCF.
- Review Fee in the amount of \$1,500.00 (escalates at 3% annually) payable to Milwaukee Board of School Directors. Mail to: Department of Facilities and Maintenance Services, 1124 North 11th Street, Milwaukee, WI 53233 Re: Cell Site # _____.
- Draft SLA Amendment in editable and trackable format.
- Other studies, reviews or other work required to facilitate Licensee’s request or requested by Licensor:

Please explain any omissions. If items will not be available until after initial approvals have taken place, please describe the amount of time anticipated to obtain such items after approval.

I certify on behalf of _____ that the information above is true and correct.

Signature

Printed Name, Title

Date Received by Licensor: _____
Licensor’s Representative: _____

Date: _____

ATTACHMENT C
Site Access Request Form
 (Page 1 of 2)



LICENSOR SITE NO. _____
 SITE ADDRESS _____

LICENSEE SITE NO. _____
 LICENSEE SITE NAME _____

Legal name of entity performing work at the Site and relationship to Licensee, if a different entity. Attach letter of authorization from T-Mobile.	
<u>T-Mobile</u> Point of Contact name, cell phone number and email address.	
<u>Contractor</u> Point of Contact name, cell phone number and email address.	
Scope of Work – Attach CDs, RFDS or other documents showing the scope of work.	
Desired start date and duration of access to Property.	
Location and description of requested access area. You may attach an illustration.	
Names of all Permitted Personnel entering the Property	
Will access require use of any oversized vehicles, specific parking spaces, or an alternate access route? If yes, please describe and provide a staging diagram.	
Have criminal background checks been completed for all Permitted Personnel? Access will <u>not</u> be granted without this certification.	
Have all Permitted Personnel reviewed the Licensed Site Operating Procedures (“SIOP”)?	
Have all Permitted Personnel completed the necessary training and certifications regarding the handling of asbestos as required by law and as mentioned in the Site SIOP?	
Have Permitted Personnel reviewed Licensor’s Asbestos Management Plan?	
If necessary to disturb asbestos containing materials, has the Environmental Services Shop been notified?	

Site Access Request Form

(Page 2 of 2)

Do you understand that the building may contain lead-based paint and if disturbed, must be properly contained, gathered, and disposed of?	
Have all Permitted Personnel completed the required OSHA RF training/certification?	
Will the work involve noise that may disrupt classes or school activities?	
Provide details describing any potential that Licensee's use of any public area may create a safety hazard and the steps that will be taken to mitigate such hazard.	
Have you attached the stamped certified construction drawings, COI's and permits?	
All Permitted Personnel will bring photo ID.	

I certify on behalf of _____ that the information above is true and correct. I further certify that individuals accessing the Property on Licensee's behalf have satisfied a criminal background check by a criminal background check vendor that includes a check of the vendor's proprietary national criminal background check database. I acknowledge that I have a continuing responsibility to update any information.

Signature

Printed Name

Date

Date Received by Licensor: _____
Licensor's Representative: _____