

**AT&T 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 **NEW CINGULAR WIRELESS PCS, 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 SLA’s 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 is 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 attached to this MLA. 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. Licensor agrees that those existing sites shall become governed by this MLA if at any time Licensee requests to modify, amend or renew those sites and/or the existing agreements.

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 authorized for Licensee’s use by the Federal Communications Commission (“**FCC**”), which facility shall consist of the equipment specifically described in the applicable SLA (collectively, the “**Wireless Communications Facility**” or “**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 four (4) 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 effective as of the date both Parties execute the SLA (the “**SLA Effective Date**”) and will expire on the last day of the month that is sixty (60) months after 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 four (4) additional terms of sixty (60) months each (each, a “**SLA Renewal Term**” and together with the Initial Term, the “**SLA Term**” except that no SLA shall extend beyond the Term of the MLA. 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). The amount of the Holdover Fee shall escalate by four percent (4%) annually from the Effective Date of this MLA. 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, 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 and one half percent (3.5%).

1.6 **Other Fees and Payments.**

1.6.1 *Reimbursement of Costs.* Licensee shall reimburse Licensor for any reasonable costs, fees, or other expenses incurred by Licensor and permitted under this MLA for (i) the use of any outside legal counsel, professional service provider, or consultant in the review, supervision, and/or implementation this MLA, any new SLA which exceeds the amount of any fees already paid by Licensee for a specific task, and any other request from Licensee that requires, in Licensor's sole discretion, the use of any legal counsel, professional service provider, or consultant up to a limit of Ten Thousand and 00/100 Dollars (\$10,000.00), unless otherwise approved by Licensee in advance. If Licensee fails to consent to expenses surpassing \$10,000.00, Licensor shall have no obligation to continue working to resolve or complete the task. Licensee shall reimburse Licensor for the full amount of the actual cost and expenses incurred by Licensor, plus a seven and one half percent (7.5%) upcharge for administrative fees, if Licensor performs, or causes to be performed, any of Licensee's obligations herein. Licensee shall reimburse Licensor within forty-five (45) calendar days of Licensee's receipt of Licensor's invoice.

1.6.2 *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) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Licensee. When applicable, Licensor shall provide to Licensee an invoice with copies of reasonable documentation supporting Licensor's request for payment or reimbursement within forty-five (45) calendar days of Licensor's discovery of the amount due.

1.6.3 *Utilities.* Licensee shall install and maintain, at Licensee's sole cost and expense, utilities separate from those of Licensor, including but not limited to power, internet, telco and gas, separately monitored and billed directly to Licensee from the local utility service, unless otherwise specified in the SLA, or unless otherwise specified by the utility company(ies) per the standards governing the provisioning and metering of multiple

users at one location. Licensee shall pay all costs associated therewith directly to the utility company. If separate utility meters are not permitted by the local utility companies, Licensee must install remotely read meters to be monitored by Licensee and paid to Licensor at the applicable rate on the tenth (10<sup>th</sup>) day of each month with proof of the actual reading. 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.

1.6.4 *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 (10<sup>th</sup>) day from its due date.

1.6.5 *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 11<sup>th</sup> Street  
Milwaukee, WI 53233

Re: AT&T 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. 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.

1.6.6 *Additional Fees.* All amounts due to Licensor from Licensee under this Section 1.6 shall be considered as "**Additional Fees.**"

## **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 discretion and Licensee shall have thirty (30) days to reasonably object to a New Site Application in writing. The New Site Application must be accompanied by a one-time, nonrefundable "**Application Fee**" in the amount of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00)

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 four (4%) 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 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. Licensee’s WCF may not exceed ninety five percent (95%) of the lateral or point load of the rooftop/structure capacity. 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 required to facilitate Licensee’s request, as reasonably determined by Licensor within 45 days of Licensee submitting an application, 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 consent 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 and amend Schedule 1 to include the fully executed SLA. The revised Schedule 1 shall replace and supersede the then-current Schedule 1.

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 and the applications for such 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 ("**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.**

2.3.1 *Like-for-Like.* After the initial SLA installation, 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 make replacements, modifications, repairs, or upgrades to Licensee's WCF that are "like for like" or substantially similar in size, weight, frequency and dimension without incurring any increase in the then-current Rent, provided that the new equipment does not as determined in Licensor's reasonable discretion:(a) cause an adverse change to the structural integrity, weight or wind loading of the rooftop; (b) increase the footprint of the Premises or Cabling Space; (c) alter the appearance of the Property, Building and/or Premises; or (d) create a potential safety hazard

in violation of applicable laws or Interference (“**Permitted Modification**”). Prior to any new Permitted Modification, Licensee shall provide Licensor with: (i) the documents listed in Section 2.1.1 and (ii) a non-refundable fee in the amount of Five Hundred and No/100 Dollar (\$500.00) (“**Permitted Modification Review Fee**”). Within (ten) 10 business days of receiving all of the information requested and the Permitted Modification Review Fee, Licensor shall either confirm the like-for-like status of the proposed work or reasonably request additional time for inquiries or research.

2.3.2 *Other Modifications.* Licensee may (i) replace, repair, add or otherwise modify (“**Modification(s)**”) any existing WCF or any portion thereof, upon receipt of Licensor’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed. 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. Together with any request to modify a Licensed Site and WCF, Licensee shall submit the following 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; and (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**”). Licensor will either consent or reject a Modification Application within thirty (30) business days after receiving all requested documentation and fees, such consent 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 a Permitted Modification has been confirmed, or 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 **Operation; 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) with active and current certifications, licensing, and/or training as required in their field and in the State of Wisconsin and are not subject to any judgements of criminal or civil guilt, misconduct or negligence, any disciplinary actions and/or probationary restrictions; 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 Licensor Property. Licensee shall require Permitted Personnel to comply with the terms and conditions of the MLA, SLAs and Site SIOPs (defined below). 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 relevant 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 Licensor 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, and structural requirements pertaining directly to each Licensed Site, and the requirements of any applicable government entity having jurisdiction over the Licensor Property, Licensed Site, WCF, and Licensee's operations thereupon, including all FCC rules, professional engineering guidelines, fire insurance underwriter or rating bureau, 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 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)**". Licensor agrees to comply with all Applicable Laws relating to Licensor's ownership and use of Licensor's Property(ies) and any improvements on Licensor's Property(ies).

- (i) *Environmental Compliance.* Licensee and Licensor 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 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. Notwithstanding the foregoing, Licensee is permitted to maintain batteries on the Licensed Sites.

- (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 *Aesthetics.* Licensee's work shall be in a manner that will maintain the aesthetic impact of the Licensor Property as determined in Licensor's reasonable discretion. Licensor reserves the right to 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 to minimize aesthetic impact. Such requirements from Licensor shall be made known to Licensee during the review and approval of Licensee's application to perform such work.

2.4.7 *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. Licensor reserves the right, without any obligation to do so, to inspect the Licensed Site and, at Licensor's sole discretion, require Licensee to make repairs necessary to (i) to prevent interference, waste, destruction or deterioration; or (ii) for safety reasons; or (iii) to comply with Applicable Laws; or (iv) to comply with the MLA or applicable SLA. Licensee's repairs must be completed within forty-five (45) days of receipt of Licensor's notice of such.

### **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 existing equipment as of the applicable SLA Effective Date, or that of Licensor's other licensees on any Licensor Property installed as of the applicable SLA Effective Date, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. 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 written 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 *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 or lighting, other fixtures or Licensor's other licensees' operations or use of the Licensor Property, and vice-versa.

- (i) *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 written notification of such interference from Licensor, and vice-versa. If Licensee fails to resolve the physical interference within twenty-four (24) hours, Licensor may, in Licensor's sole discretion, 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, and vice-versa. 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, and vice-versa.

3.1.3 *Licensor's Interference.* Prior to or concurrent with the execution of any SLA, Licensor has provided or will provide Licensee with a list of radio frequency user(s) and frequencies used on that Licensor Property as of that SLA Effective Date. Licensor's other licensees and tenants whose use of a Licensor Property postdates Licensee's, will be permitted to install only such equipment that is of the type and frequency that will not cause measurable interference to Licensee's then-existing equipment, provided that Licensee's equipment is operating within its authorized frequencies, and in compliance with FCC guidelines. In the event of interference to Licensee's equipment, Licensor shall take reasonable steps necessary to correct and eliminate the interference within as is in accordance with the leases with the interfering tenants. Notwithstanding the foregoing, Licensor shall not be responsible for any liabilities associated with interference issues not directly or indirectly 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 agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the applicable Licensed Site or Licensee's breach of any provision of this MLA or the applicable SLA, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, invitees, agents or independent contractors. Pursuant to the law of the state of Wisconsin including, but not limited to, Wis. Stat. §§ 893.80 and 895.46, Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Licensor, its employees, invitees, agents or independent contractors, or Licensor's breach of any provision of this MLA or the applicable SLA, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors. The indemnifying party shall notify the other within seven (7) calendar days of the threat or commencement of any litigation against the other Party where there is any possibility that the other Party may be made a party thereto.

4.1.1. *Environmental Indemnification.* Licensor has identified certain Licensor Properties with asbestos and/or lead paint and provided Licensee with procedures in the Site SIOPs and all other 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. In the event Licensee becomes aware of any hazardous materials on the Licensed Property(ies) or any environmental, health or safety condition or matter relating to the Licensed Property(ies) that has not been previously identified in the Site SIOP, that, in Licensee's reasonable determination, renders the condition of the Licensed Site(s) or Property(ies) unsuitable for Licensee's use, or if Licensee believes that the leasing or continued leasing of the Licensed Site(s) would expose Licensee to undue risks of liability to a government agency or other third party, then Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate the applicable SLA(s) upon written notice to Licensor. Pursuant to the law of the state of Wisconsin including, but not limited to, Wis. Stat. §§ 893.80 and 895.46, Licensor and Licensee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive,

litigation, investigation or proceeding (“Claims”), to the extent arising from that party’s breach of its obligations or representations under Section 4.1.1. Pursuant to the law of the state of Wisconsin including, but not limited to, Wis. Stat. §§ 893.80 and 895.46, Licensor agrees to hold harmless and indemnify Licensee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Licensor Property(ies) with hazardous substances prior to the Effective Date of the applicable SLA(s) or from such contamination caused by the acts or omissions of Licensor during the SLA Term. Licensee agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Licensed Site(s) by Licensee. The indemnification provisions contained in this Section 4.1.1 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of the applicable Licensed Site(s) conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 4.1.1 will survive the expiration or termination of the applicable SLA and this MLA.

4.1.2. *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.

4.1.3. *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 effect the following limits of insurance for each of the Licensed Sites throughout the SLA Term, which the Milwaukee Board of School Directors and City of Milwaukee shall be included additional insureds by endorsement as respects to this License in any Licensee claim arising from its use of any of the Properties.

- (i) *Commercial General Liability* insurance per IS form CG 00 01 or its equivalent 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) *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) per accident;
- (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 \$500,000 per accident, per disease per employee and policy limit. Licensee shall take special precautions to comply with Workers' Compensation statutory provisions. To the extent permitted by law, Workers' Compensation and Employee Liability insurance shall include a waiver of subrogation endorsement in favor of Licensor. Licensor shall not assume responsibility for Workers' Compensation claims beyond its direct employees;
- (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. Licensee self-insures this risk.
- (v) Employers 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/Excess Policy* may be used to meet the required limits with a 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 on an ACORD form of a certificate of insurance (“COI”) or Licensee’s form of self-insurance 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.* The required insurance coverage for the additional insureds shall be on a primary and non-contributory basis. All policies shall provide that any insurance maintained by the additional insureds is excess and noncontributing with any insurance required hereunder. Any and all deductibles are the responsibility of the Licensee. Any required insurance coverage shall be obtained from an insurance provider eligible to conduct business in the State of Wisconsin and shall be rated A-VII or better in the most current publication of Best’s Financial Strength Rating Guide. Licensee shall provide Licensor with thirty (30) calendar days’ prior written notice of cancellation or non-renewal of any required coverage that is not replaced.

4.2.6 *Reservation of Rights.* Licensor may, in Licensor’s sole discretion, review and modify the insurance requirements contained in this Section 4.2, provided that no modifications to the same may be made more often than every five (5) years and upon sixty (60) days prior written notice, provided coverage is generally required by commercial owners of buildings similar in size, character, age and location as the Properties with respect to risks comparable to those associated with the use of the premises. 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 claims, demands, causes of action and rights Licensee may assert against Licensor and its officials, personnel, agents, and representatives in connection with their willful misconduct. Except that, Licensee self-insures its property coverage and in satisfaction of the waiver of subrogation requirement Licensee will include Licensor as joint loss payee to the extent of Licensor’s insurable interest which would have been covered had Licensee purchased property insurance.

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 except for willful misconduct of the Licensor and its officials, personnel, agents, and representatives.

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: (a) any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that License and "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; (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Licensee's assets in the market as defined by the Federal Communications Commission in which the applicable Licensor Property is located. 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. 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 sublet or sublicense, its rights under this License or any SLA without Licensor's consent. The amount of revenue share in connection with sublicensing by Licensee must be amended in the SLA and Schedule 1.

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, with thirty (30) days written notice to Licensee and 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 Term of any SLA. In any such event, such relocation shall be at the expense of Licensee, including 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 either exercise its rights under Section 6.1 or 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 License.

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 thirty (30) calendar days in which to cure any monetary Default and forty-five (45) 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 forty-five (45) 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 forty-five (45) 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 in connection with an individual SLA 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 License 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 or Renewal 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, and/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, and/or (z) Licensee's use of the Licensed Site creates costs to Licensor that Licensee is not willing to reimburse under this MLA or any SLA. For clarity, these costs may include, but are not limited to, those costs incurred by Licensor in reviewing, analyzing, and facilitating any request from Licensee.

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. Licensee shall terminate all transmissions and use of the WCF immediately upon termination of the MLA or applicable 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 Term. Within sixty (60) days after the expiration or termination of an SLA (the "**Removal Period**"), Licensee shall remove the WCF (including the structures, above ground cables, footings and foundations to a depth of one foot 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, reasonable wear and tear excepted. Licensee shall continue to pay the License Fee during the Removal Period. After the Removal Period 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,

Licensors may, without obligation, remove all or a part of the WCF and ancillary equipment 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 and ancillary equipment 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>For Licensor: Milwaukee Board of School Directors          Division of Facilities and Maintenance          Attention: Senior Dir. of Facilities &amp; Maintenance          1124 N 11th Street          Milwaukee, WI 53233</p>	<p>For Licensee: New Cingular Wireless PCS, LLC          ATTN: TAG-LA          RE: FA# _____          1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor          Atlanta, GA 30319</p>
<p>With a copy to: Office of the City Attorney          City Hall, Room 80          Milwaukee, WI 53202</p> <p>Milwaukee Board of School Directors          Attention: Contract Law Specialist          Milwaukee, WI 53208</p>	<p>With a copy to: New Cingular Wireless PCS,          LLC ATTN: AT&amp;T Legal Dept. Network          Counsel          RE: FA# _____          208 South Akard Street          Dallas, TX 75202</p>

8.2 **Liens.** Licensee agrees that this License 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 License to a particular mortgage provided that such lien-holder 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 within sixty (60) 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 Licensor Property, Licensed Site in an "as-is" condition without any warranties or representations, express or implied, of the fitness of a Licensed Site or Licensor 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 License.

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.

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.

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

8.11 **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 MLA.

8.12 Intentionally deleted.

8.13 **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.

8.14 **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 compliant, defense or otherwise.

8.15 **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.

8.16 **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 costs and reasonable 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.

8.17 **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.

8.18 **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.

8.19 **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.

8.20 **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.

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

8.22 **Compliance with MPS Administrative Policy**. Licensee shall fully comply with all terms and conditions of Licensor's Administrative Policy 5.03, a copy of which is attached here to as Attachment D and incorporated hearing by reference.

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

Schedule 1 – Site License Agreements	Attachment C – Access Request Form
Attachment A – New Site Application	Attachment B – Application for Modification

[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**

New Cingular Wireless PCS, LLC  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By \_\_\_\_\_

Erik Nelson, Senior Manager of Real Estate & Construction

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: \_\_\_\_\_  
Keith P. Posley, Ed.D.  
Superintendent of Schools

By: \_\_\_\_\_  
Marva Herndon  
President - Milwaukee Board of School Directors



**SCHEDULE 1**  
**Executed AT&T Site License Agreements**

Effective Date \_\_\_\_\_

*Fully executed SLAs are attached hereto for the following Sites:*

<b>Licensors Site ID</b>	<b>Licensee Site ID</b>	<b>Site Address</b>	<b>Effective Date</b>	<b>License Fee Comm Date</b>	<b>Starting License Fee</b>	<b>Expiration Date</b>

**ATTACHMENT A**  
**AT&T- 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 radio frequency exposure 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 \$5,500.00 payable to Milwaukee Board of School Directors. Mail to: Division of Facilities and Maintenance, 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 AT&T Wireless that the information above is true and correct.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name, Title  
Date: \_\_\_\_\_

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

**ATTACHMENT B**  
**AT&T - 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 radio frequency exposure 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 payable to Milwaukee Board of School Directors. Mail to: Division of Facilities and Maintenance, 1124 North 11<sup>th</sup> 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 AT&T Wireless that the information above is true and correct.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name, Title  
Date: \_\_\_\_\_

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

**ATTACHMENT C**  
**AT&T Site Access Request Form**  
 (Page 1 of 2)



LICENSOR SITE NO. \_\_\_\_\_  
 SITE ADDRESS \_\_\_\_\_

LICENSEE SITE NO. \_\_\_\_\_  
 LICENSEE SITE NAME \_\_\_\_\_

<b>Legal name of the entity that will be accessing the Premises</b>	
<b>Relationship to Licensee (if a different entity)</b>	
<b>Point of Contact name, cell phone number and email address</b>	
<b>List all Contractors and Subcontractors who will require access to the Site.</b>	
<b>Scope of Work for each day on Property</b>	
<b>Time(s) and date(s) of requested access and duration of access</b>	
<b>Is access needed inside the building? If yes, describe.</b>	
<b>License plates numbers and descriptions of all vehicles to be parked on Licensor Property</b>	
<b>Will access require use of any oversized vehicles, specific parking spaces, or an alternate access route?</b>	
<b>Have criminal background checks been completed for all Permitted Personnel?</b>	
<b>Have all contractors and Permitted Personnel reviewed the Site SIOP?</b>	
<b>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?</b>	
<b>Have Permitted Personnel reviewed the Asbestos Management Plan?</b>	
<b>If necessary to disturb asbestos containing materials, has the Environmental Services Shop been notified?</b>	

**AT&T Access Request Form**

(Page 2 of 2)

<b>Do you understand that the building may contain lead-based paint and if disturbed, must be properly contained, gathered and disposed of?</b>	
<b>Have all Permitted Personnel completed the required OSHA RF training/certification?</b>	
<b>Have all Permitted Personnel received and reviewed the Site SIOP?</b>	
<b>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.</b>	
<b>Have you attached the stamped certified construction drawings, COI's and permits?</b>	

I certify on behalf of AT&T Wireless 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: _____