REVOCABLE LICENSE AGREEMENT

(TELECOMMUNICATIONS)
BY AND BETWEEN

The Board of Education of the City of Chicago, as Licensor

AND

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

PROPERTY ADDRESS:

HUBBARD HIGH SCHOOL 6200 S. Hamlin Avenue Chicago, Illinois 60629

TABLE OF CONTENTS

ARTICLE I		
Define	ed Terms	i
1.1	Licensor	i
1.2	Licensor's Address for Notices.	i
1.3	Name & Address for Payment of License Payment	
1.4	Licensee	i
1.5	Licensee's Address for Notices	i
1.6	Building Address	i
1.7	Commencement Date	
1.8	Initial Term	i
1.9	Term	i
1.10	Initial License Fee	i
1.11	License	i
ARTICLE 2		
Term.		1
2.1	Initial Term	1
2.2.	Five Year Renewal Terms.	1
ARTICLE 3		
Licens	se Payment	1
3.1	Payment	
3.2	First License Payment and Administrative Fee	1
3.3	Subsequent Annual Payments	
3.4	Location for Payment	
	·	
ARTICLE 4		
Use		1
4.1	Permitted Use.	1
4.2	No Violations	1
ARTICLE 5		
Condit	tion	1
5.1	Condition	1
5.2	Installations.	2
5.3	Electric Service	2
5.4	Ingress and Egress.	2
5.5	Term Inspections	2
5.6Inte	entionally Omitted	
5.7	Drug and Alcohol Testing	3
5.8	Background Checks	
ARTICLE 6		
Taxes,	, Indemnification and Insurance	3
6.1	Taxes	3
6.2	Indemnification.	3
6.3	Insurance	3
	A. Licensee Activities	3
	B. Increased Premiums	
	C. Waiver of Right of Recovery.	_
	D. Insurance to be Maintained by Licensee	
	(i) "All-Risk" Property Coverage.	
	(ii) Liability Coverage	
	(iii) Workers' Compensation Coverage	
	(iv) Certificate Monitoring.	
	(v) Other Paguirements	ı

ARTICLE			
F	Represe	ntations	5
ARTICLE	8		
A	Assignn	nent	5
ARTICLE	0		
			5
).]	By Licensee.	
-	9.2	By Licensor.	
	9.3	Prevailing Party	
9	7.3	rievalling raity	0
ARTICLE	10		
Τ	Termina 1	tion, Surrender and Holdover	6
1	0.1	Removal of Equipment.	6
1	0.2	Termination by Licensor	6
1	0.3	Termination by Licensee.	6
1	0.4	Holdover.	7
ARTICLE	11		
		aneous	7
	1.1	Notices.	
_	1.1	Cooperation.	
	1.3	±	
_	1.3	Agreement Construction.	
_		Successors.	
	1.5	Estoppel Certificates	
	1.6	Non-Waiver.	
	1.7	Late Charges.	
	1.8	Recording.	
	1.9	Environmental	
	1.10	Broadcast Interference.	
	1.11	Non-Interference by Licensee.	
_	1.12	Interference by Others	
_	1.13	Relocation	
	1.14	Entry	
	1.15	Time	
	1.16	Inspector General	
	1.17	Conflicts.	
1	1.18	Indebtedness Policy	9
1	1.19	Ethics. 9	
1	1.20	Marking and Lighting Smokestack	9
S	SPACE	PLAN AND LOCATION OF INSTALLATIONS	12
FYHIRIT	"R"		12
		/AL TEDM LICENSE DAVMENTS	13

ARTICLE I Defined Terms

1.1 Licensor

Board of Education of the City of Chicago

1.2 Licensor's Address for Notices

Chicago Public Schools 42 West Madison Chicago, Illinois 60602

Attention: Chief Operating Officer, 3 rd Floor Attention: Director of Real Estate, 2 nd Floor

Telephone: (773) 553-2950 Fax: (773) 553-2951

with a copy to:

Law Department Chicago Board of Education 1 North Dearborn, 9 th Floor Chicago, Illinois 60602 Attention: General Counsel Telephone: (773) 553-1700 Fax: (773) 553-1701

1.3 Name & Address for Payment of License Payment

Board of Education of the City of Chicago 42 West Madison, 2nd Floor Chicago, Illinois 60602

1.4 Licensee

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

1.5 Licensee's Address for Notices

Email: TowerNotices@att.com
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cingular Wireless Cell Site IL4398
Cell Site Name: Hubbard High School
Fixed Asset No.: 15802843
1025 Lenox Park Blvd. NE
3rd Floor

Atlanta, GA 30319

with a copy to:

New Cingular Wireless PCS, LLC

Attn: Legal Department

Re: Cingular Wireless Cell Site IL4398 Cell Site Name: North Park West (IL)

Fixed Asset No.: 15802843 208 S. Akard Street Dallas, Texas 75202-4206

1.6 Building Address Hubbard High School 6200 S. Hamlin Avenue Chicago, Illinois 60629

1.7 Commencement Date

May 1, 2024

1.8 Initial Term

Five (5) years

1.9 Term

The Initial Term and Renewal Terms as described in Article 2.

1.10 Initial License Payment

\$30,000 payable annually

1.11 License

The non-exclusive right to install ("License"), for the transmission and reception of communications signals, on steel wall mounts on the parapets of the roof of Building ("Roof) no more than twelve (12) antennas ("Antennas"), and an equipment platform with dimensions no greater than twelve (12) feet by twenty (20) feet ("Platform"), on which Licensee will install its equipment cabinets ("Equipment Cabinets"), together with support beams for the Platform, as structurally necessary, and cable runs ("Cable Runs") running among the Platform, the Antennas, and the utilities, which Cable Runs have been affixed to the nearest contiguous structure, all as depicted in the construction drawings, which construction drawings ("Drawings") have been signed and certified by a professional licensed to practice architecture or engineering in the State of Illinois ("Professional"), a site plan of which Drawings are attached as Exhibit "A", and no other rights or purposes whatsoever.

ARTICLE 2 Term

- 2.1 Initial Term. Licensor hereby licenses to Licensee and Licensee hereby licenses from Licensor, upon and subject to the terms, covenants, and conditions of this Revocable License Agreement ("Agreement") during the Initial Term the non-exclusive right to install on the Roof of the Building, the Antennas, the Platform, the Cable Runs, and the Equipment Cabinets (collectively, "Licensee's Equipment") in accordance with the provisions of this Agreement.
- 2.2. Five Year Renewal Terms. THE INITIAL TERM OF THIS AGREEMENT SHALL BE AUTOMATICALLY RENEWABLE FOR FOUR (4) ADDITIONAL TERMS OF FIVE (5) YEARS EACH (THE "RENEWAL TERMS") AT THE LICENSE PAYMENT AMOUNT STATED IN EXHIBIT "B" AND OTHERWISE UPON THE SAME TERMS AND CONDITIONS STATED IN THIS AGREEMENT. IF LICENSEE DOES NOT DESIRE TO RENEW ANY TERM OF THIS AGREEMENT, LICENSEE SHALL DELIVER WRITTEN NOTICE TO LICENSOR AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM, WHEREUPON THE AGREEMENT SHALL EXPIRE UPON THE EXPIRATION OF THE THEN CURRENT TERM.

ARTICLE 3 License Payment

- 3.1 Payment. Licensee shall pay the License Payment to Licensor promptly when due, without notice or demand therefore, and without any abatement, deduction or setoff for any reason whatsoever.
- 3.2 First Annual License Payment and Initial Administrative Fee. No later than thirty (30) days prior to the Commencement Date, Licensee shall pay Licensor the License Payment for the first twelve (12) full calendar months of the Term and an Initial Administrative Fee in the amount of Thirty Thousand Dollars (\$30,00.00), which Administrative Fee and annual License Payment shall be sent to the Licensor (See Section 1.3).
- 3.3 Subsequent Annual Payments . Licensee shall pay the License Payment in advance in annual installments on the anniversary of the Commencement Date of each year during the Term and, if applicable, during the Renewal Terms, at the amounts set forth on Exhibit "B".
- 3.4 Location for Payment. The License Payment shall be paid to the entity at the Address for Payment (as set forth in Section 1.3) or to another person, firm or place that the Licensor may from time to time designate in writing at least forty-five (45) days in advance of a payment date.

ARTICLE 4 Use of License

- 4.1 Permitted Use. Licensee shall use the licensed area in compliance with all applicable federal, state and local rules and regulations including, but not limited to, FCC regulation ANSI/IEEE Guideline C95.1-1991 (or any successor provision thereto) and for no other purpose whatsoever.
- 4.2 No Violations. Licensee shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Building, or do or permit anything to be done in the Building, in any manner that may (a) cause, or be liable to cause, injury to the Land, the Building or any equipment, facilities or systems therein; (b) constitute a violation of the laws, codes and requirements of any public authority, including, but not limited to the health and safety guidelines with respect to radio frequency emissions, or the requirements of any applicable insurance bodies (collectively, "Laws"); or c) interfere with the use and enjoyment of the Building by other occupants or users of the Building, as determined by Licensor in Licensor's reasonable judgment. In addition, Licensee shall comply with the requirements of all applicable state, county and municipal codes, including, but not limited to, Section 13-96-840 of the City of Chicago Municipal Code with respect to the obligation to cause a professional examination of the exposed metal structural erected by Licensee and corresponding reporting and payment requirements to the Chicago Building Commissioner.

ARTICLE 5 Condition

5.1 Condition. Licensee hereby acknowledges that Licensee is familiar with the condition of the Building and the Roof, and that Licensor is making no repairs, replacements, or improvements of any kind to the Building or the Roof in

connection with, or in consideration of, this Agreement, and that Licensee is accepting the Building and the Roof in an "asis" condition. Licensor has no obligation to repair, maintain or replace the Roof or the Building or any part thereof and Licensor makes no representation that any of the foregoing are adequate or appropriate for Licensee's intended use of same.

- 5.2 Licensee shall install Licensee's Equipment in the locations described in Exhibit "A". Licensee hereby represents that Licensee's Equipment shall be installed in compliance with this Agreement and the Laws (the "Initial Installation"). Licensee may, from time to time, replace, modify, alter or upgrade Licensee's Equipment located in the Platform or add emergency 911 communication equipment inside the Platform (the "Replacement Installation"), provided that Drawings identifying the new equipment are submitted to Licensor for review and approval at least forty-five (45) days prior to installation and such Replacement Installation, is otherwise in compliance with this Agreement and applicable Laws. Licensee shall cause a licensed structural engineer to certify to Licensor that any Replacement Installation shall not exceed permitted load limits for the Building. Licensor shall use reasonable, good faith efforts to cause a Professional to review and approve or disapprove Drawings for a Replacement Installation within thirty (30) days of receipt of same. Any installation not completed within ninety (90) days after the Commencement Date shall be deemed a Replacement Installation. Within forty-five (45) days after request therefor, Licensee shall pay to Licensor a fee that is the greater of: (a) all costs, fees (including those of outside consultants, architects, engineers and lawyers) and expenses, including, but not limited to, labor and materials, incurred by Licensor in connection with Licensor's withholding or granting of its approval of the list of Licensee's Equipment and any Replacement Installation; and (b) Five Thousand Dollars (\$5,000.00). Licensee's failure to timely pay such amounts shall constitute a default pursuant to the terms of this Agreement. Licensor's approval of Licensee's Equipment and inspections of Licensee's Installations (whether Initial or any Replacement Installation) shall not release Licensee from any of Licensee's liabilities and responsibilities with respect to same. Within thirty (30) days after the completion of any Installation, Licensee shall deliver "As-Built Drawings" of the areas in which Licensee's Equipment has been installed, certified and sealed by a Professional, to Licensor. In the event the "As-Built Drawings" differ in any respect from the Drawings previously submitted to and approved by Licenser, Licensee shall remedy such differences to the satisfaction of Licenser's failure to timely submit the "As-Built Drawings" or to remedy any differences shall constitute a default pursuant to the terms of this Agreement. Routine maintenance and repairs shall not be deemed a "Replacement Installation."
- 5.3 Electric Service. Licensee shall cause its electric service to be connected directly to the electric utility and not to the electric service serving the Building. Licensee shall pay all utility charges on a timely basis.
- 5.4 Ingress and Egress. Neither Licensee, nor any of Licensee's agents, representatives or employees ("Licensee's Workers") may enter upon the Land for any purpose without the prior written consent of: (a) the school principal or the principal's designee; and (b) an employee of the Licensor's Real Estate Department (hereinafter, the "Representatives"). Upon receipt of prior written approval of such Representatives, Licensee's Workers may enter the Land only between the hours of 6:00 a.m. and 3:00 p.m. ("Working Hours"). In the event that Licensee requires access to the Land for emergency purposes during hours other than Working Hours, Licensee shall either arrange to do so ahead of time, and obtain appropriate written consents of the Representatives or contact the Chicago Public Schools Safety and Security (773- 553-3335) to obtain the name and after Working Hours telephone number of the custodian of the school, which custodian will serve as an escort for access to the Land. In either event, any access to the Land during other than Working Hours requires the presence of a custodian of the school, the charge for which services is currently One Hundred Dollars (\$100.00) per hour, and which, at all times throughout the Term and the Renewal Terms, if any, shall be paid by Licensee. Licensor may, from time to time, in Licensor's sole discretion, increase the charge for escort services and Licensee shall pay such increased amount within thirty (30) days after receipt of an invoice therefor.
- 5.5 Term Inspections . Within ninety (90) days after the anniversary date of each Renewal Term, Licensee shall commission and pay for a field inspection by a Professional. After the completion of the field inspection, the Professional shall deliver to the Licensor a report, signed and sealed by the Professional, certifying to Licensor the condition of the Installation and the elements of the Building that structurally support the Installation. In the event the Installation or the elements of the Building that support the Installation, are not certified to be in good condition, Licensee shall remedy such defects within thirty (30) days after the delivery of the Report, unless such defects are determined by Licensor to constitute an emergency situation, in which event such defects shall be corrected immediately.
 - 5.6 Intentionally Omitted.
- 5.7 Drug and Alcohol Testing. Licensee shall comply with the requirements of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3. Licensee shall maintain a written policy regarding drug and/or alcohol testing of employees

and shall implement such policy at any time that Licensee, or any of Licensee's Workers, form a reasonable suspicion that such testing may have a positive result. The said policy shall also require the testing of all of Licensee's Workers directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. Licensee shall require a similar written policy in each subcontract. If the results of any such test are positive, Licensee shall, as soon as possible, contact Licensor's Risk Management personnel at 773-553-2828 concerning the results. The Licensor reserves the right to require the removal from the site, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

5.8 Background Checks. Under the provisions of the Illinois School Code, 105 ILCS 5/10-21.9, Licensee shall conduct a fingerprint-based criminal background investigation and a Statewide Sex Offender Database check of all of Licensee's workers who may have direct, daily contact with the pupils in any school. Licensee shall not assign to the work at any school any employee convicted of the offenses listed in the Illinois School Code or those for whom a fingerprint-based criminal background investigation or Statewide Sex Offender Database check has not been initiated. Upon receipt of the record of conviction, Licensee shall immediately remove any person so assigned from the work at the school. In addition, Licensee shall require all persons who may have direct weekly contact with pupils in any school to show evidence that they are free from communicable disease, including tuberculosis. Acceptable evidence is described in the Illinois School Code, 105 ILCS 5/24-5. From time to time, the Licensor may require Licensee to demonstrate its compliance with the provisions of this Section. Also, Licensee shall comply with the requirements of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3.

ARTICLE 6 Taxes, Indemnification and Insurance

- 6.1 Taxes. Licensee shall be solely responsible for and shall timely pay all license, leasehold and personal property taxes levied and assessed against it or its personal property. Licensee shall not be responsible for the payment of any real estate, special assessment or similar taxes, unless such taxes are imposed due to Licensee's activities at the Building. If for any reason taxes are assessed against the Building or the Land due to Licensee's occupancy at the Building, Licensee shall pay such taxes prior to the date on which they become delinquent.
- 6.2 Indemnification. Licensee hereby agrees to indemnify, defend, protect and hold Licensor harmless from and against any claim of liability or loss from personal injury or property damage in connection with the License, any violation of any provision of this Agreement, or resulting from or arising out of the use and occupancy of the Roof by the Licensee, its agents, employees and invitees, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the Licensor, its agents, employees or invitees.

6.3 Insurance.

- A. Licensee Activities. Licensee shall not violate, or permit the violation of, any condition imposed by any insurance policy issued in respect of the Building and shall not do, or permit anything to be done, or keep or permit anything to be kept on the Roof, which would: (a) subject Licensor to any liability or responsibility for personal injury or death or property damage; (b) which would increase any insurance rate in respect of the Building or the property therein over the rate which would otherwise then be in effect; (c) which would result in insurance companies of good standing refusing to insure or self-insure the Building or the property therein, in amounts reasonably satisfactory to Licensor; and (d) which would result in the cancellation of or the assertion of any defense by the insurer, in whole or in part, to claims under any policy of insurance or self-insurance with respect to the Building or the property therein.
- B. Increased Premiums . If, by reason of any failure of Licensee to comply with any provisions of this Agreement, the premiums on Licensor's insurance or self-insurance on the Building and/or property therein shall be higher than they otherwise would be, Licensee shall reimburse Licensor, on demand, for that part of such premiums attributable to such failure on the part of Licensee.
- C. Waiver of Right of Recovery . Neither Licensor nor Licensee shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to the Building, and structure or other tangible property located on or in the Building, or any resulting loss of income, or losses under workers' compensation laws and benefits, despite the fact that such loss or damage might have been occasioned by the negligence of such party, its agents or employees, provided that any such loss or damage is covered by insurance or self-insurance benefitting the party suffering such loss or damage or was required to be covered by insurance or self-insurance pursuant to this Agreement. Licensor and Licensee shall secure an appropriate clause in, or an endorsement upon, each insurance policy

carried by it and covering or applicable to the Premises and the property and fixtures located in or on the Building pursuant to which the insurance company consents to such waiver of right of recovery. The waiver of right of recovery set forth above in this Section 6.3 C shall extend to Licensor, Licensee, and their respective agents and employees, and other parties designated by Licensor (collectively, "Licensor's Parties"). Licensee self-insures its "All-Risk" property insurance and in satisfaction of the waiver of right of recovery (subrogation) requirement, Licensee will include Licensor Parties as joint loss payees to the extent of Licensor Parties insurable interest which would have been covered had Licensee purchased property insurance.

- D. Insurance to be Maintained by Licensee. Licensee shall, at its sole cost and expense, at all times during the Term (and any extensions thereof) carry, pay for and maintain in force and effect the following insurance policy or policies:
 - (i) "All-Risk" Property Coverage. "All Risk" property insurance on a replacement cost basis, covering all of the Licensee's Property (as defined in Section 10.1) and all improvements installed in or on the Building by, or on behalf of, Licensee in an amount not less than ninety percent (90%) of the full replacement cost of all such property, and Licensee may self-insure its "All-Risk" property coverage. Licensor and any other parties designated by Licensor shall be included as additional insureds ("Additional Insureds") and loss payee(s).
 - (ii) Liability Coverage. Commercial general liability based on ISO form CG 00 01 or a substitute form providing substantially equivalent coverage and commercial automobile liability and, if necessary to comply with any conditions of this Agreement, umbrella/excess liability insurance covering Licensee against any claims arising out of liability for bodily injury and death and personal injury and advertising injury and property damage occurring in and about the Building and otherwise resulting from any acts and operations of Licensee, its agents and employees, with limits of \$5,000,000.00 per occurrence and \$5,000,000.00 annual general aggregate. Coverage shall include the following: (a) all premises and operations; (b) products/completed operations (for a period of two (2) years following completion); (c) independent contractors; (d) separation of insureds; and (e) defense and contractual liability. Such insurance shall include, inter alia: (i) "occurrence" rather than "claims made" policy forms unless such "occurrence" policy forms are not available; (ii) contractual liability coverage; (iii) the Licensor and any other parties designated by Licensor shall be included as additional insureds by endorsement with respect to this Agreement; and (iv) severability of insured parties and cross-liability so that the protection of such insurance shall be afforded to the Licensor in the same manner as if separate policies had been issued to each of the insured parties.
 - (iii) Workers' Compensation Coverage. Workers' compensation with limits as required by law and employer's liability insurance with limits of \$1,000,000.00 per accident, per disease policy limit, per disease per employee.
 - (iv) Certificate Monitoring. Licensee must register with the insurance certificate monitoring company designated by the Licensor stated below, and must maintain a current insurance certificate on file during the entire term of this Agreement. Licensee must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performance under this Agreement. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year but is subject to change. Each year, Licensee will be notified 30 to 45 days prior to the expiration date of its required insurance coverage (highlighted on its latest submitted insurance certificate on file) that it must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the insurance certificate monitoring company identified below. Any questions on submissions and payment options should be directed to the insurance certificate monitoring company: Topiary Communications, Inc., 11 W. Wacker Drive, Chicago, Illinois 6060606; Telephone: 312-494-5709; email: dans@topiarycomm.net; website for online registration, insurance certificate submissions and annual fee payments: URL: http://www.cpsvendorcert.com__.
- (v) Other Requirements . All insurance policies required under this Article shall: (i) be issued by companies eligible to do business in the State of Illinois with an A-VII or better rating per A.M. Best; (ii) Licensee shall provide at least thirty (30) days' prior written notice to Licensor and any other be loss payee(s) or additional insured(s) under the insurance policies required from Licensee of cancellation of any required coverage that is not replaced; and (iii) with respect to the commercial general liability and commercial automobile liability insurance policies be deemed to be primary insurance in relation to any other insurance maintained by Licensor. Certificates of insurance required pursuant to this Article shall be delivered to Licensor not less than ten (10) days

prior to the Commencement Date. Licensee shall not commence any work at the Property until Licensor has been provided with insurance certificates evidencing that the contractors and subcontractors performing such work have in effect adequate insurance as required by Licensor's construction program at the time of the work. Required coverage may include: worker's compensation, general liability, professional liability, automobile liability excess/umbrella liability, property and builders' risk insurance. If Licensee fails to submit the required certificates to Licensor within the specified time, or otherwise fails to carry and maintain insurance coverages in accordance with this Article then Licensor, at Licensor's sole option, may, but shall not be obligated to, procure such insurance on behalf of, and at the expense of, the Licensee, and if Licensor exercises such right and expends any funds to obtain such insurance, Licensee shall reimburse Licensor for such amounts upon demand. Such a failure shall constitute default hereunder, and such default shall not be cured by Licensor's election to procure insurance on Licensee's behalf. Licensee may self-insure with respect to any of these insurance requirements. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)): (i) Licensor shall be deemed and treated as if Licensor is an Additional Insured, notwithstanding Licensee's election to self- insure; (ii) Licensee or its parent company shall have and continuously maintain a tangible net worth of at least one hundred million dollars (\$100,000,000.00); (iii) Licensee continuously maintains appropriate loss reserves for the amount of its self-insurance obligations under this Article 6, which reserves are annually approved by Ernst & Young, or any successor auditing company; (iv) Licensee shall undertake the defense of any self-insured claim for which a defense and/or coverage would have been available from the insurance company, including a defense of Licensor, at Licensee's sole cost and expense, with counsel selected by Licensee; (v) Licensee shall use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for Licensee's election to self-insure; (vi) Licensee shall pay any and all amounts due in lieu of insurance proceeds which would have been payable if Licensee had carried the insurance policies, which amounts shall be treated as insurance proceeds for all purposes under this Agreement; and (vii) All amounts which Licensee pays or is required to pay and all loss or damages resulting from risks for which Licensee has elected to self-insure shall not limit Licensee's indemnification obligations set forth in this Agreement.

ARTICLE 7 Representations

Licensor and Licensee represent to the other that each has full authority to execute and deliver and to perform their respective obligations pursuant to the terms of this Agreement.

ARTICLE 8 Assignment

Licensee shall not sublease, assign, transfer or convey any of Licensee's interests in this Agreement (collectively, "Transfer") without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed. In the event Licensor consents to any such Transfer, such consent shall not release Licensee from Licensee's obligations under this Lease. Notwithstanding the foregoing, upon delivery of sixty (60) days' advance written notice, together with all documentation that may then be required by Licensor in connection with the proposed Transfer, completed in a satisfactory manner to Licensor, Licensee may Transfer its interests in this Agreement to its parent company, any subsidiary or affiliate of its parent company, or to a successor-in-interest acquiring fifty one percent (51%) or more of its stock or assets ("Related Party"). In the event of any Transfer either to a Related Party or a third party, Licensee shall not be released from Licensee's obligations under this Agreement, and such Related Party or any third party shall execute documentation evidencing agreement to be bound by the terms of this Agreement. Licensee shall pay all of Licensor's fees, costs and expenses (including, but not limited to, fees of counsel) incurred by Licensor in connection with Licensor's review of Licensee's request for, or notice of, a Transfer.

ARTICLE 9 Default

9.1 By Licensee. The occurrence of any one or more of the following events shall constitute a default of this Agreement by Licensee: (a) if Licensee fails to make any payments required to be paid by Licensee within twenty (20) days after the receipt of written notice from Licensor regarding such payments; or (b) if Licensee fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement and such failure continues for thirty (30) days after written notice thereof from Licensor to Licensee; provided, however, that if the nature of any such default is such

that the same cannot be cured within thirty (30) days, Licensee shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and proceeds diligently thereafter to complete such cure, and provided further that such default is cured within sixty (60) days from the date of Licensor's notice to Licensee; or (c) if a writ of attachment or execution is levied on this Agreement, on any other agreement between Licensor and Licensee, or on any of Licensee's property that is not vacated or dismissed within forty-five (45) days from the issuance thereof; or (d) if Licensee makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or (e) If Licensee files a voluntary petition for relief or if a petition against Licensee in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Licensee or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or (f) if, in any proceeding or action in which Licensee is a party, a trustee, or receiver, agent or custodian is appointed to take charge of Licensee's property (or has the authority to do so) for the purpose of enforcing a lien against Licensee's property. In the event of default under this Agreement by Licensee, Licensor shall be entitled to pursue any and all remedies against Licensee as shall then be provided by law. If Licensee fails to cure a default, in addition to any and all other remedies available to Licensor, Licensor may elect to cure such default, at Licensee's sole cost and expense, without notice in the event of an emergency and in any other case only if such default continues after the expiration of the thirty (30) days from the date Licensor gives Licensee notice of the default. In the event of default by Licensee, Licensor, in addition to all other rights and remedies at law or in equity, may terminate this Agreement upon delivery of written notice to Licensee and Licensee shall be required to remove Licensee's Property from the Building and Land within thirty (30) days thereafter. Within thirty (30) days after such termination, Licensee shall pay any and all costs and fees owed to Licensor pursuant to the terms of this Agreement and shall leave the Building and the Land in the condition required pursuant to Section 10.1 below.

- 9.2 By Licensor. In the event of a default by Licensor, Licensee shall not exercise any rights with respect to such default (a) until Licensee has given, by registered or certified mail, written notice of such default to Licensor and to any other party whose name and address shall previously have been furnished to Licensee, and (b) until a thirty (30)-day period for remedying such default shall have elapsed following the giving of such notice; provided, however, that said thirty (30)-day cure period may be extended in the event that the default cannot, by its nature, be cured within thirty (30) days and Licensor is diligently proceeding to cure said default. Licensee may terminate this Agreement upon thirty (30) days advance written notice to Licensor without further liability if such default is not cured within the cure period.
- 9.3 Prevailing Party. Each party agrees to pay, on demand, all costs and expenses, including reasonable attorneys' fees, which may be incurred by or imposed on the other, either by being the prevailing party in enforcing this Agreement or in any litigation which a party, without fault on its part, may be a party.

ARTICLE 10 Termination, Surrender and Holdover

- 10.1 Removal of Equipment. Upon the expiration of this Agreement, or within thirty (30) days after its earlier termination or cancellation for any reason (the "Removal Period"), Licensee shall, at its sole expense, remove from the Building all of its antennas, equipment, fixtures, transmission lines, cables, other personal property and other improvements [collectively, the "Licensee's Property"], and Licensee shall repair any damage to the Building or the Land resulting from any installation and/or removal of Licensee's Property. Prior to the expiration of the Removal Period, Licensee's Property shall not be deemed to be a fixture of the Building. Any other items of Licensee's Property that shall remain on the Land after the expiration of the Removal Period, may, at the option of Licensor, be deemed to have been abandoned, and in such case, such items may be retained by Licensor as its property or be disposed of by Licensor, without accountability, in such manner as Licensor shall determine, at Licensee's expense.
- Termination by Licensor. In addition to any other termination rights and remedies available to Licensor pursuant to the terms of this Agreement, if the Building is not used by Licensor as a school or ceases to be the property of the Board of Education of the City of Chicago or the Public Building Commission, Licensor may terminate this Agreement at any time upon eighteen (18) months' prior written notice to Licensee. In addition to the foregoing, Licensor may terminate this Agreement at any time during the Initial Term or any of the Renewal Terms upon providing eighteen (18) months' prior written notice to Licensee, provided, however, that Licensor shall not, for a period of three hundred and sixty-five (365) days

after the effective date of such termination, enter into an Agreement for any space in, on or at the Building with any other telecommunications provider. Notwithstanding the foregoing, in the event of casualty or deterioration of any portion of the Building that affects the License, Licensor may elect to terminate this Agreement, rather than rebuild or repair such portion of the Building, in which event Licensor shall provide three (3) months' prior written notice to Licensee of such termination.

- Termination by Licensee. This Agreement may be terminated, without penalty, by Licensee, at any time prior to the Commencement Date. In addition, Licensee may terminate this Agreement, upon delivery of written notice to Licensor and subject to the provisions of this Section 10.3, if Licensee is unable to obtain, or maintain, any required approvals or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of Licensee's Equipment, or if Licensee determines in its sole discretion that the cost of obtaining and/or maintaining same is commercially unreasonable. If Licensee elects to terminate pursuant to this Section 10.3, then Licensee shall, at its sole expense, remove Licensee's Property from the Building and Land on or before the termination date, and Licensee shall repair any damage to the Building or the Land resulting from any installation and/or removal of Licensee's Property. If Licensee fails to comply with the provisions of this Section 10.3, then this Agreement shall remain in full force and effect until the date of compliance. In addition, any amounts paid to Licensor or Licensor's designee, by Licensee pursuant to the provisions of this Agreement are non-refundable notwithstanding any such early termination.
- 10.4 Holdover. If Licensee remains in possession after the expiration of the Term or after any earlier termination of this Agreement or of the Licensee's right to possession: (a) Licensee shall be deemed a Licensee at will; (b) Licensee shall pay two hundred percent (200%) of the License Payment last prevailing hereunder and also shall pay all damages sustained by Licensor by reason of such remaining in possession after the expiration or termination of this Agreement; and c) there shall be no renewal or extension of this Agreement by operation of law. The provisions of this Article shall not constitute a waiver by Licensor of any re-entry rights of Licensor provided hereunder or by law.

ARTICLE 11 Miscellaneous

- Notices. All notices, requests and other writings required under this Agreement shall be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with copies as set forth in the Licensor's Address and Licensee's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).
- 11.2 Cooperation. Licensor agrees to cooperate with Licensee, at Licensee's sole cost and expense, in any efforts by Licensee to secure any governmental permits necessary to use the Premises as contemplated in this Agreement. Licensee may file, in its own name and at its sole cost and expense, appeals contesting any adverse decisions of federal, state, county and local governments or their respective agencies or administrative bodies regarding licenses or permits for the use or operation of Licensee's Equipment on the Land.
- 11.3 Agreement Construction. This Agreement shall be construed in accordance with the laws of the State of Illinois. In the event that any provisions of this Agreement are legally unenforceable, the other provisions shall remain in effect. All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Agreement by Licensee to Licensor shall not constitute an offer unless the Agreement has been signed by Licensee, and this Agreement shall not be binding until executed by both Licensor and Licensee.
- 11.4 Successors. Subject to the provisions regarding assignment, this Agreement shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns of the parties.
- 11.5 Estoppel Certificates. During the Term of this Agreement, either party shall, upon thirty (30) days' prior written request by the other, deliver to the requesting party a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if modified, in effect as modified and setting forth the modifications and the dates of the modifications), the dates to which the License Payment has been paid, and stating whether or not, to the knowledge of the party delivering the certificate, the requesting party is in default in performance of any agreement contained in this Agreement and, if so, specifying each default and whether there are any counterclaims.

- 11.6 Non-Waiver. The waiver by Licensor of any term, covenant or condition contained in this Agreement must be in writing and shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this Agreement. The subsequent acceptance of any payment under this Agreement by Licensor shall not be deemed to be a waiver of any preceding default by Licensee of any term, covenant or condition of this Agreement, other than the failure of the Licensee to pay the particular License Payment so accepted, regardless of Licensor's knowledge of such preceding default at the time of the acceptance of such payment. Licensor's failure to insist upon the performance or the strict performance of any provision of this Agreement, or to exercise any election contained in this Agreement, shall not be construed as a waiver of such provision, or right to exercise such election.
- 11.7 Late Charges. If any installment of any sum due from Licensee shall not be received by Licensor or Licensor's designee within fifteen (15) days after said amount is due, Licensee shall pay to Licensor a late charge, equal to:
 (a) the lesser of one and one half percent (1½%) of such overdue amount on a monthly basis, or eighteen percent (18%) of such overdue amount on an annual basis; or (b) the maximum amount permitted by law, plus any attorneys' fees incurred by Licensor by reason of Licensee's failure to make such payments when due. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs that Licensor will incur by reason of the late payment by Licensee. Acceptance of such late charges by Licensor shall in no event constitute a waiver of Licensee's default with respect to such overdue amount, nor prevent Licensor from exercising any of the other rights and remedies granted under this Agreement or by law.
 - 11.8 Recording. Licensee shall not record or file this Agreement in the public records of any county or state.
- 11.9 Environmental. Licensee shall not conduct or authorize the generation, transportation, storage, treatment, disposal, use, consumption or possession on, in or under the Land or the Building, of any Hazardous Substance, as hereafter defined, and the Licensee's failure to comply with the provisions of this Section 11.9 shall constitute a default under this Agreement. "Hazardous Substance" means any matter giving rise to liability under any and all laws, acts, regulations or ordinances (the "Environmental Laws"), including, but not limited to, the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 52 U.S.C. Sections 9601 et seq., the Illinois Environmental Protection Act (IEPA), or under any common law theory of liability. If, any of Licensee's activities at the Land, whether or not such activities are in violation of this Section 11.9, result in the presence, release, threat of release, or placement on, in or under the Land or the Building, of any Hazardous Substance and such activities: (i) give rise to liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Law or any common law theory of liability, (ii) cause an adverse public health effect, or (iii) pollute, or threaten to pollute, the environment, Licensee shall promptly take, at Licensee's sole cost and expense, any and all necessary remedial and removal actions and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law. Licensee shall not have any liability to Licensor for any Hazardous Materials that Licensee or Licensee's Representatives have not disturbed or brought onto the Property. Without limiting any other indemnifications or remedies granted to Licensor under this Agreement, Licensee, its officers, directors and assigns hereby protect, indemnify, defend, and forever hold the Licensor and its officers, directors, employees, representatives, agents and assigns harmless from and against, any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses, contingent or otherwise, that any or all of the indemnified parties suffer or incur as a result of, or due to, any contamination of the Building, the Land or any other property not a part of the Land, but which contamination arises or occurs as a result of the presence, release, threat of release, or placement of Hazardous Substances in, on or under the Building, or the Land, the presence of which is caused or permitted by Licensee. The provisions of this Section 11.9 shall survive any termination of this Agreement and shall be co-extensive with the other indemnification and hold harmless rights of Licensor under this Agreement. Notwithstanding the foregoing, Licensee may use sealed batteries for emergency back-up, a fire suppression system and small quantities of cleaning products ordinarily used by commercial businesses by Licensee, Licensee's agents, employees, contractors or invitees without Licensor's prior written consent.
- Broadcast Interference . As used in this Agreement, "interference" with a broadcasting activity means: (a) interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commissions (FCC) then in effect, or (b) a material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Building or had any equipment at the Building. Licensee shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Licensor or other Licensees of Licensor caused by Licensee's

actions at the Building.

- 11.11 Non-Interference by Licensee . Licensee acknowledges that the primary function of the Building is to operate a school and that Licensee's License, is and shall at all times remain throughout the Term, ancillary to school operations. Licensee hereby agrees that Licensee shall conduct its operations in the Building in a manner that will not interfere with, interrupt, disturb or disrupt in any manner, the operation of the school.
- 11.12 Interference by Others . Licensee hereby acknowledges that Licensee's use of the Roof shall not be exclusive and that Licensor shall use the Roof for its own purposes, which purposes shall at all times remain paramount to Licensee's, as well as granting rights to others for the use of the Roof. Licensor shall use reasonable good faith efforts to cause other communication carriers not to interfere with Licensee's Equipment, which efforts shall be limited to, after receiving written notice of same from Licensee, delivering written notice to such communication carrier of any interference. Licensor shall not knowingly license or lease the use of space to others that will interfere with Licensee's Equipment, provided, however, that Licensor shall be under no obligation to perform any tests or investigations in order to determine the likelihood of interference prior to entering into an agreement with any others. If Licensor elects to install equipment at the Building that may cause interference with Licensee's Equipment, Licensor shall use reasonable good faith efforts to notify Licensee in writing prior to installation of same. Licensee may install, in accordance with the provisions of Section 5.2, equipment necessary to counteract such interference, without the payment of an increase in License Payment (provided that such equipment fits within the Platform), or any other fee that may be due for an additional equipment installation. In the event such interference cannot be cured, Licensee may terminate the Agreement, and remove its equipment in accordance with Section 10.1.
- 11.13 Relocation. Licensor may, at any time during the Term, change the location of the Licensee's Equipment on Exhibit "A" to another area (the "New Location"), provided that the New Location is oriented in the same direction and at the same height as the original location and is located on the Smokestack. Licensor shall use good faith reasonable efforts to provide Licensee with sixty (60) days' prior written notice of Licensor's exercise of its relocation right under this Section 11.13. If Licensee, in Licensee's reasonable judgment, cannot determine a suitable New Location, Licensee may terminate this Agreement, upon written notice to Licensor, without penalty, and Licensee shall remove Licensee's Equipment in accordance with Section 10.1 of this Agreement. In the event a suitable New Location is determined, Licensee shall cooperate with Licensor, in all reasonable respects, so as to facilitate Licensee's relocation to the New Location. In addition to the foregoing, Licensor shall have the option of requiring Licensee, at Licensee's sole cost and expense, to temporarily relocate Licensee's Equipment, if necessary, upon sixty (60) days' advance written notice, in the event that repairs or maintenance of the Building are scheduled to be performed. Licensor shall cooperate with Licensee to find a temporary alternative space to place temporary transmission and reception facilities on the Property, it being understood and agreed that the use of such alternative space shall be governed by all the terms and conditions of this Agreement, including, but not limited to, the obligation to pay the License Payments.
- 11.14 Entry. Licensee hereby acknowledges that Licensee and any sublicensees or assignees ("Licensee's Parties") shall comply with the terms of 105 ILCS 5/34-18.5) and that Licensee's Parties shall screen all persons permitted by Licensee's Parties to enter the Building to ensure compliance with 105 ILCS 5/34-18.5c) and shall, at the request of Licensor, immediately remove from the Building and prohibit access by any such person not acceptable to Licensor.
 - 11.15 Time. Time is of the essence of this Agreement.
- 11.16 Inspector General . This Agreement is not legally binding on the Licensor if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one-year period following expiration or other termination of their terms of office. Each party to this Agreement hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
- 11.17 Conflicts. This Agreement is not legally binding on the Licensor if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one-year period following expiration or other termination of their terms of office.
 - 11.18 Indebtedness Policy . The Board of Education Indebtedness Policy (96-0626-PO3) adopted June 26, 1996,

as amended from time to time, is hereby incorporated into and made part of the Agreement as if fully set forth herein.

- 11.19 Ethics. No officer, agent, or employee of the Licensor is, or shall be, employed by the Licensor or has, or shall have, a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder, except as may be permitted in writing by the Board's Code of Ethics Policy, adopted August 24, 2023 (23-0824-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as if fully set forth herein.
- 11.20 Marking and Lighting Smokestack. If the Smokestack is subject to the FAA/FCC antenna structure marking and lighting requirements, Licensor agrees: (1) to allow Licensee to bridge into Licensor's automatic alarm system, if available ("Alarm"), which monitors the lighting of the Smokestack so as to permit a parallel alarm system, and Licensee shall be permitted access to make repairs and inspections to its bridge, subject to Licensor's rules and requirements regarding access; or (2) if Licensor currently does not have an Alarm, to allow Licensee to install such an Alarm and for Licensee to have continued access, subject to Licensor's rules and requirements regarding access, to make repairs and inspections to its Alarm. Licensee shall, at its own expense, be responsible for the maintenance and repair of any Alarm and or/bridge installed by Licensee.

[SIGNATURES ON NEXT PAGE]

LICENSOR:

Its:

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the latter of the dates written below.

BOARD OF ESDEE WITON OF THE CIT By: Jianan Shi, President <u> December 6,</u> 2023 | 10:54:45 AM CST Date: Attest: Susan J. Narrajos, Secretary DocuSigned by: By: Pedro Martinez

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLLDelaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

Its: Sr. Real Estate & Construction Manager

Date: 10/3/2023

Approved as to Legal Form

 $\mathcal{T}_{MM}^{\mathcal{D}\mathcal{F}\mathcal{H}}$ DocuSigned by: By:

Chief Executive Officer

-56B562E0FFA44C9 Ruchi Verma, General Counsel

Board Report No.:15-0422-OP1180

EXHIBIT "A"

$\underline{\mathsf{SPACE}\,\mathsf{PLAN}\,\mathsf{AND}\,\mathsf{LOCATION}\,\mathsf{OF}\,\mathsf{INSTALLAT}}\mathsf{IONS}$

SEE ATTACHED

EXHIBIT "B"

<u>LICENSE PAYMEN</u>TS

TERM	LICENSE PAYMENT
1	
May 1, 2024-April 30, 2025	30,000.00
May 1, 2025-April 30, 2026	30,000.00
May 1, 2026-April 30, 2027	30,000.00
May 1, 2027-April 30, 2028	30,000.00
May 1, 2028-April 30, 2029	30,000.00
2	
May 1, 2029-April 30, 2030	37,500.00
May 1, 2030-April 30, 2031	37,500.00
May 1, 2031-April 30, 2032	37,500.00
May 1, 2032-April 30, 2033	37,500.00
May 1, 2033-April 30, 2034	37,500.00
3 May 1, 2034-April 30, 2035 May 1, 2035-April 30, 2036 May 1, 2036-April 30, 2037 May 1, 2037-April 30, 2038 May 1, 2038-April 30, 2039 4 May 1, 2039-April 30, 2040 May 1, 2040-April 30, 2041 May 1, 2041-April 30, 2042 May 1, 2042-April 30, 2043 May 1, 2043-April 30, 2044	46,875.00 46,875.00 46,875.00 46,875.00 46,875.00 58,594.00 58,594.00 58,594.00 58,594.00 58,594.00 58,594.00
5 May 1, 2044-April 30, 2045 May 1, 2045-April 30, 2046 May 1, 2046-April 30, 2047 May 1, 2047-April 30, 2048 May 1, 2048-April 30, 2049	73,242.00 73,242.00 73,242.00 73,242.00 73,242.00