
LEASE

BY AND BETWEEN

The Chicago School Reform Board of Trustees on behalf of the Board of Education of the City of Chicago,
as Landlord

AND

AT&T Wireless PCS, Inc., a Delaware corporation, as Tenant

PROPERTY ADDRESS:

Schubert Elementary School
2727 N. Long Avenue
Chicago, Illinois 60639

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LEASE AGREEMENT

ARTICLE 1 Definitions of Terms Used in this Document

1.1 Landlord

The Chicago School Reform Board of Trustees on behalf of the Board of Education of the City of Chicago

1.2 Landlord's Address for Notices

Chicago Board of Education
1819 W. Pershing Road 6W(c)
Chicago, Illinois 60609
Attention: Bruce Murray, Director of Real Estate
Telephone: (312) 535-8755
Telecopier: (312) 535-8758

with a copy to:

Chicago Board of Education
1819 W. Pershing Road 5E(n)
Chicago, Illinois 60609
Attention: Robert Markin, General Counsel
Telephone: (312) 535-3785
Telecopier: (312) 535-7705

U.S. Equities
20 North Michigan Avenue, Suite 400
Chicago, Illinois 60602
Attention: Martin Stern
Senior Vice President of Development
Telephone: (312) 456-7000
Telecopier: (312) 456-0056

Heinrich & Hill
430 West Erie Street
Suite 307
Chicago, Illinois 60610
Attention: Deborah F. Hill
Telephone: (312) 640-6330
Telecopier: (312) 640-6333

1.3 Name & Address for Payment of Rent

Board of Education of the City of Chicago
c/o First Commercial Bank
P.O. Box 60206
Chicago, Illinois 60626-0206
Attention: Gregory Salm

1.4 Tenant

AT&T Wireless PCS, Inc., a Delaware corporation

1.5 Tenant's Address for Notices

AT&T Wireless Services
227 W. Monroe, Suite 5050
Chicago, Illinois 60606

Telephone: (312)441-2020
Telecopier: (312)441-2025

1.6 Building Address

2727 N. Long Avenue
Chicago, Illinois 60639

The land (the "Land") upon which the Building is located is legally described on Exhibit "A."

1.7 Commencement Date

October 1, 1996

1.8 Initial Term

Four (4) years

1.9 Term

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

1.10 Initial Rent

\$ 7,200 payable annually

1.11 Premises

See Site Plan attached to Exhibit B

ARTICLE 2

Term

2.1 Initial Term. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, upon and subject to the terms, covenants, and conditions of this Lease during the Initial Term.

2.2. Renewal Terms. The Initial Term of this Lease shall be automatically renewable for four (4) additional terms of three (3) years each (the "Renewal Terms") at the Rent stated in Exhibit "C" and otherwise upon the same terms and condition stated in this Lease. If Tenant does not desire to renew any term of this Lease, Tenant shall deliver written notice to Landlord at least sixty (60) days prior to the expiration of the then current term, whereupon the Lease shall expire upon the expiration of the then current term.

ARTICLE 3

Rent

3.1 Payment. Tenant shall pay the Rent to Landlord promptly when due, without notice or demand therefore, and without any abatement, deduction or setoff for any reason whatsoever.

3.2 First Rent Payment and Processing Fee. Upon execution of this Lease by Tenant, Tenant shall pay Landlord Rent for the first twelve (12) full calendar months of the Initial Term (\$7,200) and a Processing Fee in the amount of three (3) months' Rent (\$1,800).

3.3 Subsequent Annual Rent Payments. On the anniversary of the Commencement Date of each year during the Term and the Renewal Terms, if applicable, Tenant shall pay Rent in advance in annual installments.

3.4 Location for Payment. All Rent shall be paid to Landlord at the Address for Payment of Rent or to another person, firm or place that the Landlord may from time to time designate in writing at least forty-five (45) days in advance of a Rent payment date.

ARTICLE 4

Use of Premises

4.1 Permitted Use. Tenant shall use the Premises for lawful telecommunications purposes in accordance with all applicable federal, state and local rules and regulations including, but not limited to, FCC regulation ANS/IEE Guideline C95.1-1991 (or any successor provision thereto) and for no other purpose whatsoever.

4.2 No Violations. Tenant shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done in the Premises, 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 or the requirements of any applicable insurance bodies (collectively, "Laws"); or (c) annoy or inconvenience other occupants or users of the Building.

ARTICLE 5

Delivery of Premises

5.1 Condition and Delivery of Premises. Tenant hereby acknowledges that Tenant is familiar with the condition of the Building and the Premises, and that Landlord is making no repairs, replacements or improvements of any kind to the Building or the Premises in connection with, or in consideration of, this Lease, and that Tenant is accepting the Premises in an "as-is" condition. Landlord has no obligation to repair, maintain or replace the Premises or the Building or any part thereof and Landlord makes no representation that any of the foregoing are adequate or appropriate for Tenant's intended use of same. Tenant shall construct, at Tenant's sole cost and expense, the Addition, in accordance with the provisions of the Workletter attached to this Lease as Exhibit "D." Tenant shall comply with the provisions of Exhibit "D" prior to the commencement, and upon completion, of any work done by Tenant in the Premises ("Tenant Work"). Tenant shall maintain and repair the Tenant's Addition, including, but not limited to, the structure and the roof of the Tenant's Addition.

5.2 **Installations.** As of the Commencement Date, Tenant may install up to a maximum of thirteen (13) antennae (the "Tenant's Antennae") in the locations described in Exhibit "B" provided that such installations are in compliance with this lease and the Laws (the "Initial Installation"). Tenant may from time to time replace Tenant's Equipment with new items with the same specifications as the original Tenant's Equipment, so long as their installation (the "Replacement Installation") is approved by Landlord in all respects prior to installation and is otherwise in compliance with this Lease and applicable Laws. Within five (5) days after request therefor, Tenant shall pay to Landlord all costs, fees (including those of outside consultants, architects, engineers and lawyers) and expenses, including, but not limited to, labor and materials, incurred by Landlord in connection with Landlord's withholding or granting of its approval of the list of Tenant's Equipment, the Initial Installation and any Replacement Installation. Tenant's failure to timely pay such amounts shall constitute a default pursuant to the terms of this Lease. Landlord's approval of Tenant's Equipment and inspections of Tenant's Installations (whether Initial or any Replacement Installation) shall not release Tenant from any of Tenant's liabilities and responsibilities with respect to same.

5.3 **Electric Service.** Tenant shall use its best efforts to cause its electric service to be connected to the electric utility serving the Building. If, notwithstanding such best efforts, Tenant is unable to do so, Landlord shall permit Tenant, at Tenant's sole cost and expense, and provided that Landlord's service is not interrupted or impaired in any way, to connect to Landlord's electrical service. In all events, Tenant shall cause the Premises to be separately metered. Tenant shall pay all utility charges on a timely basis. Landlord shall permit Tenant to use Landlord's existing wiring and risers at no additional cost provided that such use does not interfere with Landlord's electrical service. In the event Tenant's use of Landlord's electrical service necessitates additional electrical capacity to be added, Tenant shall do so at Tenant's sole cost and expense.

5.4 **Ingress and Egress.** Tenant may not enter the Premises or the Building for any purpose without the prior approval of the school principal or the principal's designee (hereinafter, the "Representative"). Upon receipt of prior approval of the Representative, Tenant may enter the Premises and the Building only between the hours of 9:00 a.m. and 5:00 p.m. ("Working Hours"). In the event that Tenant requires access to the Premises or the Building for emergency purposes during hours other than Working Hours, Tenant shall contact the Chicago Public Schools Safety and Security (312- 535-8998) to obtain a security escort for access to the Building, the cost for which security escort 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 Tenant.

ARTICLE 6 Taxes, Indemnification and Insurance

6.1 **Taxes.** Tenant shall be solely responsible for and shall timely pay all leasehold and personal property taxes levied and assessed against it or its personal property. If for any reason taxes are assessed against the Building or the Land due to Tenant's occupancy at the Building, Tenant shall pay such taxes prior to the date on which they become delinquent.

6.2 **Indemnification.** Tenant hereby agrees to indemnify, defend, protect and hold Landlord harmless from and against any claim of liability or loss from personal injury or property damage in connection with the Premises, any violation of any provision of this Lease, or resulting from or arising out of the use and occupancy of the Premises by the Tenant, 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 Landlord, its agents, employees or invitees.

6.3 **Insurance.**

A. **Tenant Activities.** Tenant shall not violate, or permit the violation of, any condition imposed by any insurance policy issued in respect of the Premises and/or the Building and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises, which would (a) subject Landlord to any liability or responsibility for personal injury or death or property damage; (b) which would increase any insurance rate in respect of the Premises, 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 the Premises, the Building or the property therein, in amounts reasonably satisfactory to Landlord; 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 with respect to the Premises, the Building or the property therein.

B. Increased Premiums. If, by reason of any failure of Tenant to comply with any provisions of this Lease, the premiums on Landlord's insurance on the Premises, the Building and/or property therein shall be higher than they otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of such premiums attributable to such failure on the part of Tenant.

C. Waiver of Right of Recovery. Neither Landlord nor Tenant 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, the Premises, and structure or other tangible property located on the Premises 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 benefitting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall secure an appropriate clause in, or an endorsement upon, each insurance policy obtained by it and covering or applicable to the Premises and the personal property and fixtures located therein 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 Landlord, Tenant, and their respective agents and employees, and other parties designated by Landlord (collectively, "Landlord's Parties").

D. Insurance to be Maintained by Tenant. Tenant shall, at its sole cost and expense, at all times during the Term (and any extensions thereof) obtain and pay for and maintain in full 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 Tenant's Property (as defined in Section 14.2) and all leasehold improvements installed in the Premises by, or on behalf of, Tenant in an amount not less than ninety percent (90%) of the full replacement cost of all such property, with a deductible of no more than \$10,000.00 per loss. Landlord and any other parties designated by Landlord shall be included as loss payee(s).

(ii) **Liability Coverage.** Commercial general public liability and comprehensive automobile liability and, if necessary to comply with any conditions of this Lease, umbrella liability insurance covering Tenant 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 Premises, and/or the Building and otherwise resulting from any acts and operations of Tenant, its agents and employees, with limits of not less than total limits of \$1,000,000.00 per occurrence and \$3,000,000.00 annual general aggregate, per location, and a deductible of not more than \$10,000.00 per occurrence. Such insurance shall include, inter alia: (i) "occurrence" rather than "claims made" policy forms unless such "occurrence" policy forms are not available; (ii) any and all liability assumed by the Tenant under the terms of this Lease or otherwise, to the extent such insurance is available; (iii) premises medical-operations expenses in an amount not less than \$5,000.00 per person, per accident; (iv) the Landlord and any other parties designated by Landlord shall be designated as additional insureds; (v) an endorsement providing plate glass coverage for all glass in the Premises; and (vi) severability of insured parties and cross-liability so that the protection of such insurance shall be afforded to the Landlord 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 minimum limits of \$100,000.00.

(iv) **Other Requirements.** Such other policy or policies as would be either: (i) required of the Landlord by any party having an interest in the Building and/or the Premises; or, (ii) deemed reasonably necessary by Landlord. All insurance policies required under this Article shall: (i) be issued by companies licensed to do business in the State of Illinois and acceptable to Landlord and any other party having any interest in the Premises and/or the Building; (ii) not be subject to cancellation or material change or non-renewal without at least thirty (30) days' prior written notice to Landlord and any other parties designated by Landlord (A) to be loss payee(s) or additional insured(s) under the insurance policies required from Tenant, or (B) to receive such notices; (iii) be deemed to be primary insurance in relation to any other insurance maintained by Landlord; and (iv) at the sole option and discretion of the Landlord, include other appropriate endorsements or extensions of coverage as would be required of the Landlord by any other party having an interest in the Premises. Certificates of insurance required pursuant to this Article shall be delivered to Landlord not less than ten (10) days prior to the Commencement Date.

If Tenant fails to submit such policies or certificates to Landlord within the specified time, or otherwise fails to obtain and maintain insurance coverages in accordance with this Article then Landlord, at Landlord's sole option, may, but shall not be obligated to, procure such insurance on behalf of, and at the expense of, the Tenant, and if Landlord exercises such right and expends any funds to obtain such insurance, Tenant shall reimburse Landlord for such amounts upon demand. Such a failure shall constitute default hereunder, and such default shall not be cured by Landlord's election to procure insurance on Tenant's behalf.

ARTICLE 7 Representations

7.1 Authority. Landlord and Tenant 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 Lease.

7.2 No Condemnation. Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings for the purchase of the Premises, or any part thereof.

ARTICLE 8 Assignment

Tenant shall not sublet, assign, transfer or convey any of Tenant's interests in this Lease (collectively, "Transfer") in this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. In the event Landlord consents to any such Transfer, such consent shall not release Tenant from Tenant's obligations under this Lease. Tenant shall pay all of Landlord's fees, costs and expenses (including, but not limited to, fees of counsel) incurred by Landlord in connection with Landlord's review of Tenant's request for a Transfer. Notwithstanding the foregoing, Tenant may Transfer Tenant's interest in this Lease to an entity in which AT&T holds a controlling interest, without Landlord's consent, provided that: (a) Tenant provides ninety (90) days advance written notice to Landlord of the Proposed Transfer; (b) Tenant shall not be released from Tenant's obligations under this Lease; and (c) Tenant shall pay all of Landlord's fees, costs and expenses (including, but not limited to fees of counsel) incurred by Landlord, if any, in connection with Tenant's Transfer.

ARTICLE 9 Default

9.1 By Tenant. The occurrence of any one or more of the following events shall constitute a default of this Lease by Tenant: (a) if Tenant fails to pay any Rent or any other charges required to be paid by Tenant within fifteen (15) days after the date due under this Lease; or (b) if Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Tenant 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 Landlord's notice to Tenant; or (c) if a writ of attachment or execution is levied on this Lease, on any other agreement between Landlord and Tenant, or on any of Tenant's property that is not vacated or dismissed within forty-five (45) days from the issuance thereof; or (d) if Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or (e) if Tenant files a voluntary petition for relief or if a petition against Tenant 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 Tenant 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 Tenant is a party, a trustee, or receiver, agent or custodian is appointed to take charge of the Premises or Tenant's property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's property. In the event of default under this Lease by Tenant, Landlord shall be entitled to pursue any and all remedies against Tenant as shall then be provided by law, except that Landlord shall not be entitled to distrain any personal property (including fixtures) on the Premises. Landlord shall deliver written notice of default to Tenant and Tenant shall cure all monetary defaults within fifteen (15) days after delivery of written notice and shall cure all non-monetary defaults (other than an

emergency in which event such default shall be cured on an emergency basis) within thirty (30) days after delivery of written notice, provided, however, that if Tenant is diligently pursuing cure of a non-monetary default and the default cannot be cured within thirty (30) days, then Tenant shall have an additional thirty (30) days in which to cure such default, during which cure period no remedy shall be pursued. If Tenant fails to cure a default, in addition to any and all other remedies available to Landlord, Landlord may elect to cure such default, at Tenant'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 Landlord gives Tenant notice of the default.

9.2 By Landlord. In the event of a default by Landlord, Tenant shall not exercise any rights with respect to such default (a) until Tenant has given, by registered or certified mail, written notice of such default to Landlord and to any other party whose name and address shall previously have been furnished to Tenant, 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 Landlord is diligently proceeding to cure said default.

ARTICLE 10 Condemnation

In the event seventy five percent (75%) or more of the Premises is taken in a condemnation proceeding, or sold in lieu of condemnation, then at either Tenant's or Landlord's option (exercised by written notice to the other party) this Lease may be terminated as of the date of the condemnation proceeding and Tenant shall be liable for Rent and all other payments through and including the date on which the Premises is vacated. Landlord shall be entitled to any and all awards, judgments or settlements that may be given in connection with such condemnation proceeding and Tenant hereby assigns to Landlord all of its right, title and interest in any such award, judgment or settlement and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Term.

ARTICLE 11 Casualty

In the event seventy five percent (75%) or more of the Premises is destroyed or damaged casualty during the Term, then at either Landlord's or Tenant's option (exercised by written notice to the other party), this Lease may be terminated as of the date of the casualty or at any time within 90 days thereafter. The parties shall have no further rights or obligations to one another from and after the date of termination of the Lease other than the payment of Rent due and owing through the date of termination.

ARTICLE 12 Quiet Enjoyment

Subject to the provisions of Article 13, Landlord covenants and agrees that upon payment by Tenant of the Rent due under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises.

ARTICLE 13 Subordination of Lease

This Lease, and all rights of Tenant hereunder are and shall be subject and subordinate to all mortgages, ground leases or trust deeds in the nature of a mortgage (both referred to hereafter as "mortgages"), that may now or hereafter affect or encumber the Premises. This Section 13 shall be self-operative and no further instrument of subordination shall be required. However, in confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord may reasonably request in order to evidence such subordination. If Tenant fails to execute, acknowledge or deliver any such instrument within ten (10) days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, which appointment is agreed to be coupled with an interest, to execute and deliver any such instruments for and on behalf of Tenant.

ARTICLE 14
Termination, Surrender and Holdover

14.1 Removal of Equipment. Upon the expiration of this Lease, or its earlier termination or cancellation for any reason, Tenant shall, at its sole expense, remove from the Premises all of its antennae, equipment, fixtures, transmission lines, cables, other personal property and other improvements [collectively, the "Tenant's Property"], and Tenant shall repair any damage to the Premises or the Building or the Land resulting from any installation and/or removal of Tenant's Property. Any other items of Tenant's Property that shall remain in the Property after the expiration or following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items may be retained by Landlord as its property or be disposed of by Landlord, without accountability, in such manner as Landlord shall determine, at Tenant's expense.

14.2 Termination by Landlord. In addition to any other termination rights and remedies available to Landlord pursuant to the terms of this Lease, if the Building is not used by Landlord as a school or ceases to be the property of the Board of Education or the Public Building Commission, Landlord may terminate this Lease at any time upon sixty (60) days' prior written notice to Tenant. In addition to the foregoing, Landlord may terminate this Lease at any time during any of the Renewal Terms upon providing six (6) months' prior written notice to Tenant, provided, however, that Landlord shall not, for a period of two (2) years after the effective date of such termination, enter into a lease for any space in, on or at the Building with any other telecommunications provider.

14.3 Termination by Tenant. In the event that Tenant is no longer able to use the Premises for telecommunications purposes due to a change in the technological characteristics of the Premises or the Building, then Tenant may terminate this Lease upon delivery of thirty (30) days prior written notice to Landlord, together with (a) documentation evidencing to Landlord's reasonable satisfaction those changes that prohibit Tenant's use of the Premises for telecommunications purposes and (b) payment of six (6) months' Rent at the then current monthly rate, which payment shall be in addition to the relinquishment of the right to any Rent that may have been prepaid by Tenant to Landlord. Upon delivery of the notice together with the required documentation and payment, Tenant shall vacate the Premises on or prior to the date that is thirty (30) days after delivery of such notice in accordance with the provisions of Section 14.1 above and this Lease shall be deemed terminated and of no further force and effect as of such date.

14.4 Holdover. If Tenant remains in possession after the expiration of the Term or after any earlier termination of this Lease or of the Tenant's right to possession: (a) Tenant shall be deemed a tenant at will; (b) Tenant shall pay two hundred percent (200%) of the Rent last prevailing hereunder and also shall pay all damages sustained by Landlord by reason of such remaining in possession after the expiration or termination of this Lease; (c) there shall be no renewal or extension of this Lease by operation of law; and (d) the tenancy at will may be terminated upon thirty (30) days' notice from Landlord. The provisions of this Article shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law.

ARTICLE 15
Miscellaneous

15.01 Notices. All notices, requests and other writings required under this Lease 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 Landlord's Address and Tenant'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).

15.02 Cooperation. Landlord agrees to cooperate with Tenant, at Tenant's sole cost and expense, in any efforts by Tenant to secure any governmental permits necessary to use the Premises as contemplated in this Lease.

15.03 Lease Construction. This Lease shall be construed in accordance with the laws of the State of Illinois. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect. All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

15.04 Successors. Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns of the parties.

15.05 Estoppel Certificates. During the Term of this Lease, 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 Lease 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 Rent 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 Lease and, if so, specifying each default and whether there are any counterclaims.

15.06 Non-Waiver. The waiver by Landlord of any term, covenant or condition contained in this Lease 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 Lease. The subsequent acceptance of Rent under this Lease by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent. Landlord's failure to insist upon the performance or the strict performance of any provision of this Lease, or to exercise any election contained in this Lease, shall not be construed as a waiver of such provision, or right to exercise such election.

15.07 Late Charges. If any installment of Rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within fifteen (15) days after said amount is due, Tenant shall pay to Landlord 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 Landlord by reason of Tenant's failure to pay Rent and/or other charges when due. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted under this Lease or by law.

15.08 Recording. Tenant shall not record or file this Lease in the public records of any county or state.

15.09 Environmental. Tenant 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 Tenant's failure to comply with the provisions of this Section 15.08 shall constitute a default under this Lease. "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 Tenant's activities at the Land, whether or not such activities are in violation of this Section 15.09, 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, Tenant shall promptly take, at Tenant'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. Without limiting any other indemnifications or remedies granted to Landlord under this Lease, Tenant, its officers, directors and assigns hereby protect, indemnify, defend, and forever hold the Landlord 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 Premises, 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 Premises, the Building, or the Land, the presence of which is caused or permitted by Tenant. The provisions of this Section 15.09 shall survive any termination of this Lease and shall be co-extensive with the other indemnification and hold harmless rights of Landlord under this Lease.

15.10 Broadcast Interference. As used in this Lease, "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 Premises or had any equipment on the Premises. Tenant shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Landlord or other tenants of Landlord caused by Tenant's use of the Premises.

15.11 Non-Interference by Tenant. Tenant acknowledges that the primary function of the Building is to operate a school and that Tenant's use of the Premises, is and shall at all times remain throughout the Term, ancillary to school operations. Tenant hereby agrees that Tenant 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.

15.12 Interference by Others. Tenant hereby acknowledges that Tenant's use of the Rooftop shall not be exclusive and that Landlord shall use the Rooftop for its own purposes, which purposes shall at all times remain paramount to Tenant's, as well as granting rights to others for the use of the Rooftop. Landlord shall use reasonable good faith efforts to cause other communication carriers not to interfere with Tenant's Equipment, which efforts shall be limited to, after receiving written notice of same from Tenant, delivering written notice to such communication carrier of any interference. Landlord shall not knowingly lease space on the Rooftop to other communications carriers that will interfere with Tenant's Equipment, provided, however, that Landlord shall be under no obligation to perform any tests or investigations in order to determine the likelihood of interference prior to entering into any lease with any other communication carrier.

15.13 Relocation. Landlord may, at any time during the Term, change the location of the Tenant's Equipment on Exhibit "B" 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. Landlord shall give Tenant no less than thirty (30) days' prior written notice of Landlord's exercise of its relocation right under this Section 15.13. Tenant shall cooperate with Landlord, in all reasonable respects, so as to facilitate Tenant's relocation to the New Location.

15.14 Time. Time is of the essence of this Lease.

15.15 Inspector General.

A. This Lease is not legally binding on the Landlord 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.

B. Each party to this Lease hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago School Reform Board of Trustees 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.

C. The Board of Education Indebtedness Policy (95-0726-EX3) adopted July 26, 1995, and as amended (96-0626-P03) on June 26, 1996, is hereby incorporated into and made part of the Lease as if fully set forth herein.

D. The Board of Education Ethics Code (95-0927-RU3) adopted September 27, 1995 is hereby incorporated into and made a part of this Lease as if fully set forth herein.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the latter of the dates written below.

Board Report No. _____

LANDLORD:

The Chicago School Reform Board of Trustees on behalf
of the Board of Education of the City of Chicago

By: *Sharon Gilliom*
Chicago School Reform
Board Trustees

Date: _____

Attest: *Deann L. Tondok*
Secretary

Anthony J. [Signature]
Approved as to Legal Form
Attorney for the Board of Education of the
City of Chicago

Board Authority: 96-0327-0P6

Dated: March 27, 1996

TENANT:

AT&T WIRELESS PCS, INC., a Delaware corporation

By: *[Signature]*
Title: **DIRECTOR OF SYSTEM
DEVELOPMENT**

Date: 10-2-96

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

Lots 16 to 35 in the Hulbert Fullerton Avenue Highlands Subdivision Number 17 being a Subdivision of (except East 174 feet) North 330.2 feet of South 2171.3 feet of East ½ Southwest 1/4 Section 28.40.13.

Lots 36 to 55 in the Hulbert Fullerton Avenue Highlands Subdivision Number 18 being a Subdivision of (except East 174 feet) North 314.2 feet of South 2485.5 feet of East ½ Southwest 1/4 Section 28.40.13 and vacated alley.

EXHIBIT "B"

SPACE PLAN AND LOCATION OF INSTALLATIONS

See attached Site Plan

EXHIBIT "C"

RENEWAL TERM RENT

<u>RENEWAL TERM</u>	<u>ANNUAL RENT</u>
1	\$7,920.00
2	\$8,712.00
3	\$9,583.20
4	\$10,542.00

EXHIBIT "D"

WORKLETTER

LANDLORD: The Chicago School Reform Board of Trustees on behalf of the Board of Education of the City of Chicago

TENANT: AT&T Wireless PCS, Inc., a Delaware corporation

PREMISES: 2727 N. Long Avenue
Chicago, Illinois 60639

I. APPROVAL AND EXECUTION OF TENANT WORK

- A. **Tenant Work.** Tenant agrees to finish and construct in the Premises the work ("Tenant Work") necessary to construct the Premises pursuant to plans and specifications prepared by PAL Group ("Tenant's Architect"). The Tenant Work shall include construction of an addition to the Building (the "Addition"), which Addition shall be of approximate dimensions of ten (10.0) feet by twenty (20.0) feet and shall be constructed of prefabricated unmanned brick and painted to match the existing masonry of the Building. The Addition shall become part of the Building and Tenant's sole interest in and to the Addition shall be its leasehold interest in the Addition pursuant to the terms of this Lease. Landlord hereby approves the use by Tenant of Tenant's Architect, but disclaims any responsibility for the quality of the work of Tenant's Architect. Any change in architect by the Tenant shall require Landlord's written consent which consent shall not be unreasonably withheld or delayed, provided, however, that no such change in architect, shall change the Commencement Date under the Lease. The Tenant Work shall be designed to comply with all applicable provisions of the Lease, and all applicable laws, ordinances, codes, directions, rules, regulations, orders and requirements of the City of Chicago and other governmental authorities having jurisdiction over the Building.
- B. **Final Working Drawings.** Tenant's Architect has prepared, and Landlord has approved, Tenant's Final Working Drawings (*is this true?*).
- C. **Equipment.** Any heavy equipment and any equipment that will be suspended in any way to the structure of the Building shall be subject to the prior written approval of Landlord's structural engineer, which approval shall not be unreasonably withheld or delayed. Tenant shall pay the costs of such review by Landlord's structural engineer.
- D. **Application for Permits.** Upon completion of the Final Working Drawings, Tenant shall immediately make application to the City of Chicago for the required Building Permit and other necessary permits and approvals. Any delay in receiving permits or approvals shall not affect the Commencement Date under the Lease, and shall in no event adversely affect Landlord's rights under the Lease. Landlord's review and approval of the Final Working Drawings shall not constitute any representation by Landlord as to: (1) the conformity thereof with applicable governmental requirements; (2) the adequacy thereof for any use by Tenant; or (3) any other matter.
- E. **Modifications.** Tenant shall not modify the approved Final Working Drawings without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.
- F. **Quality of Work.** The Tenant Work shall be completed in a first class and workmanlike manner. Tenant shall construct the Tenant Work in compliance with all applicable provisions of this Lease, and all applicable laws, ordinance, codes, directions, rules, regulations, orders, and requirements of the City of Chicago and other governmental authorities having jurisdiction over the Building.

II. CRITERIA AND CONDITIONS FOR TENANT WORK

- A. **Approvals and Permits.** Tenant shall procure the approval of the Final Working Drawings by the Building Department of the City of Chicago and all other governmental authorities having jurisdiction over the Premises. Tenant shall furnish Landlord with the Building Permit and copies of all other licenses and permits required by the City of Chicago and any other governmental authority having jurisdiction over the Building. If any changes in the Final Working Drawings are required by any of such governmental authorities, such changes shall first be submitted to Landlord for written approval, which approval shall not be unreasonably withheld, provided any such change is not substantial or material. Landlord's response shall be given to Tenant within six (6) business days after Landlord's receipt of any such submissions. No action taken by Landlord with respect thereto shall constitute a representation by Landlord as to the sufficiency of the Final Working Drawings from a governmental or any other perspective, nor shall it impose any present or future liability or responsibility on Landlord.
- B. **Completion of Work.** Tenant shall, as soon as reasonably possible after completion of the Tenant Work, procure and deliver to Landlord: (1) a certificate duly executed by Tenant's Architect, attesting to the fact that the Tenant Work has been completed substantially in accordance and compliance with the Final Working Drawings as modified as permitted hereunder; and (2) the affidavit of Tenant and Tenant's general contractor and Tenant's construction manager, verifying and certifying the completion of all construction, and the payment in full to all subcontractors, suppliers, materialmen, laborers and others for all work, labor, services, and material, as well as an acknowledgment by such general contractor, in such affidavit, that it has been paid in full for its services and costs.
- C. **Subcontractors.** Prior to awarding any contract, Tenant shall submit to Landlord, for Landlord's reasonable written approval, a list of all contractors, subcontractors, materialmen, suppliers and professionals from whom Tenant intends to solicit bids. In the event that Landlord in its reasonable judgment disapproves of, or objects to, any such contractors, subcontractors, materialmen, suppliers and professionals, Landlord shall so notify Tenant within fourteen (14) days after Landlord's receipt of said list, and Tenant shall not solicit bids from such disapproved entities or individuals. After the awarding of contracts, Tenant shall notify Landlord of all of said contractors, subcontractors, materialmen, suppliers and professionals to whom contracts were awarded, said contractors, subcontractors, materialmen, suppliers and professionals to be from the list previously submitted to, and approved by, Landlord. Notwithstanding such approval, Tenant shall be solely responsible for all matters including, without limitation, non-performance, related to any of such contractors, subcontractors, materialmen, suppliers and professionals. Tenant shall use reasonable efforts to insure that all such parties shall work in harmony with Landlord's contractors, subcontractors, materialmen and suppliers, and Landlord and Tenant shall cooperate with each other to coordinate the work and activities of such parties so as to prevent any interference with or disruption of the activities of such parties, and shall generally schedule and proceed with their activities so as to accommodate any ongoing construction in the Building on the one hand, and the construction and installation of the Tenant Work, on the other. All workers employed by Tenant's contractors, subcontractors, materialmen and professionals shall be experienced journeymen or otherwise qualified pursuant to industry standards in the activities that they are performing.
- D. **Damage.** Tenant assumes full and sole liability for any and all damage or injury of any kind whatsoever to any and all persons, whether employees or otherwise, and to property, arising from, or connected with, the Tenant Work except for damage injury arising out of the negligence or willful misconduct of Landlord, its agents, employees or invitees. Tenant hereby protects, indemnifies, defends and holds harmless Landlord and Landlord's agents, servants, officers, directors, trustees, local school council members, and employees against and from any and all liability, loss, claim, demand, expense (including reasonable attorneys' fees), and damages arising out of or in connection with any damage or injury for which Tenant assumes liability under the preceding sentence.
- E. **Insurance.** Tenant and all general contractors and subcontractors employed or engaged by Tenant shall at all times during the construction of the Tenant Work, at no cost to Landlord, maintain in full force and effect, by valid and enforceable policies issued by insurance companies of recognized responsibility doing business in the State of Illinois, the following insurance policies: (i) General Public liability insurance

against claims for personal injury, death, or property damage occurring in or about the Premises, and the Building, in a sum not less than Two Million Dollars (\$2,000,000.00) as to bodily injury or death to any person or any number of persons arising out of one accident or disaster, in a sum not less than One Million Dollars (\$1,000,000.00) as to damage to or destruction of property, together with any necessary endorsements thereon covering the additional risks during the course of such construction; and (ii) Worker's Compensation insurance, with loss limits as required by law. Furthermore, at all times during the construction of the Tenant Work, Tenant shall, at no cost to Landlord, maintain in full force and effect, by a valid and enforceable policy issued by an insurance company of recognized responsibility doing business in the State of Illinois, which company shall be reasonably approved by Landlord, Builder's Risk Insurance, insuring the full replacement cost of the Tenant Work. Such Builder's Risk policy shall name Landlord, and any other parties designated by Landlord, as additional insureds. Tenant shall deliver certificates of insurance, evidencing the foregoing insurance, to Landlord prior to commencing construction.

- F. **Inspection During Construction.** During the course of completing the Tenant Work, Landlord and Landlord's supervising architect, engineer, other authorized agents, may, at their own risk, enter upon and inspect the Premises for the purpose of determining whether the work performed or being performed is proceeding as scheduled and conforms with the Final Working Drawings. If during construction, Landlord, or its architect, engineer, or other authorized agent shall reasonably determine that the construction is not proceeding according to the Final Working Drawings, and if Landlord shall give notice to Tenant specifying the particular deficiency, deviation, or omission, Tenant shall forthwith take such steps as are necessary to correct such deficiency, deviation, or omission. Landlord's inspections shall not release Tenant of its liabilities and responsibilities hereunder, and Landlord has no obligation to Tenant with respect to discovering deficiencies (either latent or patent) in, or otherwise relating to the character or adequacy of, the Tenant Work.
- G. **Tenant's Representative.** Tenant shall notify Landlord, in writing, of the identity of its representative who shall be authorized to (i) make all decisions on behalf of Tenant; (ii) receive all notices under this Workletter; and (iii) be available at all times as may be necessary or desirable, to meet with Landlord and Landlord's representatives.

III. TENANT'S ACCESS TO PREMISES

- A. **License.** Landlord hereby grants Tenant and Tenant's agents or independent contractors a license to enter the Premises on or after the date that Tenant has delivered to Landlord all of the items set forth in Sections I. B. (Final Working Drawings), II. A. (Approvals and Permits), II. C. (Subcontractors), and II. E. (Insurance) [such date being referred to hereinafter as the "Access Date"]. If at any time such entry or occupancy shall cause or threaten to cause disharmony or interference between Tenant and Tenant's agents, contractors, subcontractors, workmen, mechanics, suppliers, and invitees, and Landlord or Landlord's agents, employees or contractors, Landlord shall so notify Tenant and Tenant and Landlord shall attempt to resolve such disharmony and interference to their mutual reasonable satisfaction. If Landlord and Tenant are unable to so resolve such disharmony and interference within forty-eight (48) hours after Landlord's notice to Tenant, Landlord shall have the right to suspend such license upon twenty-four (24) hours' prior written notice to Tenant. Tenant agrees that any such entry into and occupancy of the Premises shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease. Tenant further agrees that to the extent permitted by law, Landlord and its principals shall not be liable in any way for any injury or death to any person or persons, loss or damage to property placed therein, the same being at Tenant's sole risk.
- B. **Tenant's Notice.** It shall be a condition to the license granted by Landlord to Tenant in Paragraph A above that Tenant shall deliver written notice to Landlord not less than 48 hours prior to the Access Date, which notice shall contain and/or shall be accompanied by: (i) a description of and general schedule for the Tenant Work to be performed by those persons and entities for whom such access is being required; (ii) the names and addresses of all contractors, subcontractors and material suppliers for whom and which such access is required and the approximate number of individuals, itemized by trade, who will be present in the Premises; (iii) copies of all contracts and letters of intent pertaining to the performance of the Tenant

Work for which such access is being requested; (iv) copies of all licenses and permits required in connection with the performance of the Tenant Work for which such access is being requested; and (v) certificates of insurance required under Paragraph II E. above. To the extent not otherwise previously approved by Landlord, all of the foregoing (except for the contracts and letters of intent) shall be subject to Landlord's approval, which approval shall not be unreasonably withheld or delayed.

IV. REIMBURSEMENT

Within ten (10) days after request therefore, Tenant shall pay to Landlord all costs, fees (including those of outside consultants, architects, engineers and lawyers) and expenses, including, but not limited to, labor and materials, incurred in connection with Landlord's performance of Landlord's obligations pursuant to the terms of this Workletter. Tenant's failure to timely pay such amounts shall constitute a default pursuant to the terms of the Lease.

V. MISCELLANEOUS

- A. Landlord has no agreement with Tenant to perform any work with respect to the Premises. Any other installations beyond the approved Tenant Work in the Premises shall be subject to Landlord's prior written approval, and shall in all events be done at Tenant's sole cost and expense and in accordance with the terms and provisions herein set forth, together with such additional requirements as Landlord may require.
- B. Time is of the essence under this Workletter.
- C. This Workletter shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- D. The provisions of this Workletter shall specifically survive the completion of the construction of the Tenant Work.
- E. Each party to this Workletter hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago School Reform Board of Trustees 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.

LANDLORD:

The Chicago School Reform Board of Trustees on behalf of the Board of Education of the City of Chicago

By: *Sharon Gist Gellman*
Chicago School Reform Board Trustee

Date: _____

Attest: *Dawn R. Tardob*
Secretary

[Signature]
Approved as to Legal Form
Attorney for the Board of Education of the City of Chicago

Board Authority: 96-0327-0P6

Dated: March 27, 1996

TENANT:

AT&T WIRELESS PCS, INC., a Delaware corporation

By: *[Signature]*

Title: **DIRECTOR OF SYSTEM DEVELOPMENT**

Date: 10-2-96

SECOND AMENDMENT TO LEASE

14th This **Second Amendment to Lease** ("Second Amendment") is entered into as of the day of May, 2003, by and between **The Board of Education of the City of Chicago** ("Licensor") and **AT&T Wireless PCS, LLC**, a Delaware limited liability company, d/b/a **AT&T Wireless** ("Licensee").

RECITALS

A. Landlord and Tenant entered into that certain Lease, dated on or about October 2, 1996 (the "Original Lease"), and that certain First Amendment to Lease ("First Amendment"), dated October 26, 2000 (the Original Lease as amended by the First Amendment being referred to hereinafter as the "Lease"), pursuant to which Lease, Licensor granted Licensee the non-exclusive right to install telecommunications equipment on the smokestack and roof of the building ("Building") commonly known as Schubert Elementary School, 2727 N. Long Avenue, Chicago, Illinois 60639;

B. Landlord and Tenant desire to modify the Lease to reflect an increase in Rent; and

C. Landlord and Tenant desire to amend the Lease to modify the notice address, all as more fully described below.

AGREEMENT

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Second Amendment by reference as if fully set forth in the body of this Second Amendment.

2. Rent. Exhibit C to the Original Lease is hereby deleted and replaced with the following:

<u>Renewal Term</u>	<u>Annual Rent</u>
10/01/03-9/30/06	\$19,500.00
10/01/06-9/30/09	\$24,375.00
10/01/09-9/30/12	\$30,468.75

3. Notices. Section 1.5 of the Lease is hereby amended as follows: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

As to Tenant
AT&T Wireless
Attn.: Lease Management Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Re: Cell Site # 1120C

With a copy to:
AT&T Wireless
Attn.: Legal Department
Re: Cell Site # 1120C
12900 Park Plaza Drive
Cerritos, CA 90703-8573

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. Defined Terms. Any capitalized terms not defined in this Second Amendment shall have the meaning ascribed to such terms in the Agreement.

5. Full Force and Effect. Except as specifically modified by the provisions of this Second Amendment, all terms, definitions, covenants and provisions contained in the Agreement remain in full force and effect and are not otherwise revised, amended or changed.

6. Conflict. In the event of any conflict between the terms of this Second Amendment and the terms of the Agreement, the terms of this Second Amendment shall control.

7. Whole Agreement. The mutual obligations of the parties as provided herein are the sole consideration for this Second Amendment, and no representations, promises or inducements have been made by this parties other than as appear in this Second Amendment. This Second Amendment may not be amended except in writing signed by both parties.

[Signatures are on next page]

IN WITNESS WHEREOF, the parties have caused this **SECOND AMENDMENT** to be executed as of the date first above written.

LICENSOR

**THE BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

By: Michael W. Scott
Michael W. Scott, President

Date: May 14, 2003

Attest: Estela G. Beltran
Estela G. Beltran, Secretary

Approved as to Legal Form ^{flw}
Robert R. Hall Jr.
Robert R. Hall Jr.
Acting General Counsel

Board Report No. 96-0327-OP6-12

LICENSEE

**AT&T WIRELESS PCS, LLC, a Delaware
limited liability company, d/b/a AT&T
Wireless**

By: **AT&T Wireless Services, Inc., a
Delaware corporation, its' Member**

By: Scott A. Root
Scott A. Root

Its: Implementation Manager

Date: March 29, 2003

FIRST AMENDMENT TO LEASE

This **First Amendment to Lease** ("First Amendment") is entered into by and between **The Board of Education of the City of Chicago** (hereinafter referred to as "Landlord"), and **AT&T Wireless PCS, Inc., a Delaware corporation** (hereinafter referred to as "Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Lease, dated on or about October 2, 1996 (the "Lease"), pursuant to which Lease, Landlord leased to Tenant certain space as described in the Lease (the "Premises") in the building commonly known as Schubert Elementary School, 2727 N. Long Avenue, Chicago, Illinois 60639;

B. Landlord and Tenant desire to modify the Lease to reflect, among other things, changes to the address for notices directed to Landlord and to the recipient of rent payments, all in accordance with the terms and conditions of this First Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into this First Amendment by reference as if fully set forth in the body of this First Amendment.
2. Landlord's Address for Notices. Section 1.2 of the Lease is hereby deleted and replaced with the following:

The Board of Education of the City of Chicago
Bureau of Real Estate Management
125 S. Clark, 16th Floor
Chicago, Illinois 60603
Attention: Director of Real Estate
Telephone: (773) 553-2950
Telecopier: (773) 553-2951

with a copy to:

The Board of Education of the City of Chicago
125 S. Clark, 7th Floor
Chicago, Illinois 60603
Attention: Attorney
Telephone: (773) 553-1700
Telecopier: (773) 553-1701

Schubert Elementary School
2727 N. Long Avenue
Chicago, Illinois 60639
Attention: Principal

3. Name and Address for Payment of Rent. Section 1.3 of the Lease is hereby deleted and replaced with the following:

 Schubert Elementary School
 2727 N. Long Avenue
 Chicago, Illinois 60639
 Attention: Principal
4. Defined Terms. Any capitalized terms not defined in this First Amendment shall have the meaning ascribed to such terms in the Lease.
5. Full Force and Effect. Except as specifically modified by the provisions of this First Amendment, all of the terms, definitions, covenants and provisions of the Lease remain in full force and effect and are not otherwise revised, amended or changed.
6. Conflict. In the event of any conflict between the terms of this First Amendment and the terms of the Lease, the terms of this First Amendment shall control.
8. Whole Agreement. The mutual obligations of the parties as provided herein are the sole consideration for this First Amendment, and no representations, promises or inducements have been made by the parties other than as appear in this First Amendment. This First Amendment may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the 26th day of October, 2000.

LANDLORD:

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: Gary J. Chico
 Gary Chico, President

Date: October 26, 2000

Attest: Sharon M. Revello
 Sharon Revello, Secretary

Approved as to Legal Form: [Signature]
 Attorney for the Board of Education

TENANT:

AT&T WIRELESS PCS, INC., a Delaware corporation

By: William E. Wade
 Its: SYSTEM DEVELOPMENT MANAGER
 William E. Wade

Board Report No.: 96-0327-OP6