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**REVOCABLE LICENSE AGREEMENT**  
(TELECOMMUNICATIONS)  
BY AND BETWEEN

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

*AND*

RCN Telecom Services of Illinois, L.L.C., an Illinois limited liability company  
as Licensee

**PROPERTY ADDRESS:**

Inter-American Magnet School  
851 W. Waveland Avenue  
Chicago, Illinois 60613

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## TABLE OF CONTENTS

ARTICLE 1	
Definitions of Terms Used in this Document	1
1.1 Licensor	1
1.2 Licensor's Address for Notices	1
1.3 Name & Address for Payment of License Fee	1
1.4 Licensee	1
1.5 Licensee's Address for Notices	1
1.6 Building Address	1
1.7 Commencement Date	1
1.8 Initial Term	1
1.9 Term	1
1.10 Initial License Fee	1
1.11 License	1
ARTICLE 2	
Term	2
2.1 Initial Term	2
2.2 Three Year Renewal Terms.	2
ARTICLE 3	
License Fee	2
3.1 Payment	2
3.2 First License Fee Payment and Processing Fee	2
3.3 Subsequent Annual License Fee Payments	2
3.4 Location for Payment.	2
ARTICLE 4	
Use of License	2
4.1 Permitted Use.	2
4.2 No Violations.	2
ARTICLE 5	
Condition	3
5.1 Condition	3
5.2 Installations.	3
5.3 Electric Service	3
5.4 Ingress and Egress.	3
5.5 Drug and Alcohol Testing	3
5.6 Background Checks	3
ARTICLE 6	
Taxes, Indemnification and Insurance	4
6.1 Taxes.	4
6.2 Indemnification.	4
6.3 Insurance	4
A. Licensee Activities.	4
B. Increased Premiums.	4
C. Waiver of Right of Recovery.	4
D. Insurance to be Maintained by Licensee	4
(i) "All-Risk" Property Coverage.	5
(ii) Liability Coverage.	5
(iii) Workers' Compensation Coverage.	5
(iv) Other Requirements	5
ARTICLE 7	
Representations	5

ARTICLE 8		
	Assignment .....	5
ARTICLE 9		
	Default .....	6
	9.1 By Licensee. ....	6
	9.2 By Licensor. ....	6
	9.3 Prevailing Party .....	7
ARTICLE 10		
	Termination, Surrender and Holdover .....	7
	10.1 Removal of Equipment. ....	7
	10.2 Termination by Licensor. ....	7
	10.3 Holdover. ....	7
ARTICLE 11		
	Miscellaneous .....	7
	11.1 Notices. ....	7
	11.2 Cooperation. ....	8
	11.3 License Agreement Construction. ....	8
	11.4 Successors. ....	8
	11.5 Estoppel Certificates .....	8
	11.6 Non-Waiver. ....	8
	11.7 Late Charges. ....	8
	11.8 Recording. ....	8
	11.9 Environmental .....	8
	11.10 Broadcast Interference. ....	9
	11.11 Non-Interference by Licensee. ....	9
	11.12 Interference by Others .....	9
	11.13 Relocation .....	9
	11.14 Entry .....	9
	11.15 Time .....	10
	11.16 105 ILCS 5/34 Provisions .....	10
	11.17 Indebtedness Policy .....	10
	11.18 Ethics Code .....	10
EXHIBIT "A"		
	SPACE PLAN AND LOCATION OF INSTALLATIONS .....	11
Exhibit A-1		
	EQUIPMENT .....	12
EXHIBIT "B"		
	RENEWAL TERM LICENSE FEE .....	13

# REVOCABLE LICENSE AGREEMENT

## ARTICLE 1 Definitions of Terms Used in this Document

- 1.1 Licensors**  
The Board of Education of the City of Chicago
- 1.2 Licensors' Address for Notices**  
The Board of Education of the City of Chicago  
Real Estate Department  
125 S. Clark, Suite 1700  
Chicago, Illinois 60603  
Attention: Director  
Telephone: (773) 553-2950  
Telecopier: (773) 553-2951
- with a copy to:**  
The Board of Education of the City of Chicago  
125 S. Clark, 7<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: General Counsel  
Telephone: (773) 553-1700  
Telecopier: (773) 553-1701
- 1.3 Name & Address for Payment of License Fee**  
Inter-American Magnet School  
851 W. Waveland  
Chicago, Illinois 60613  
Attention: Principal
- 1.4 Licensee**  
RCN Telecom Services of Illinois, L.L.C.,  
an Illinois limited liability company
- 1.5 Licensee's Address for Notices**  
RCN Telecom Services, Inc.  
196 Van Buren Street, Suite 300  
Herndon, VA 20170  
Attention: Director – Corporate Real Estate  
Telephone: (703) 434-8200  
Telecopier: (703) 434-8188
- with a copy to:**  
RCN Telecom Services, Inc.  
196 Van Buren Street, Suite 300  
Herndon, VA 20170  
Attention: Legal Department  
Telephone: (703) 434-8200  
Telecopier: (703) 434-8391
- 1.6 Building Address**  
Inter-American Magnet School  
851 W. Waveland  
Chicago, Illinois 60613
- 1.7 Commencement Date**  
October 1, 2008
- 1.8 Initial Term**  
Four (4) years
- 1.9 Term**  
The Initial Term and Renewal Terms as described in Article 2.
- 1.10 Initial License Fee**  
\$ 30,000.00 payable annually
- 1.11 License**  
The exclusive right to install occupy and use the space designated on Exhibit "A" and the right to obtain access thereto for the purposes of installing, operating, maintaining and repairing Licensee's Equipment, subject to the restrictions set forth in this License Agreement and the rules and regulations promulgated by Licensor and no other rights or purposes whatsoever. Licensee's Equipment shall be as described in the attached Exhibit A-1. In the Main Electronics Building, which Building is identified on Exhibit "A", Licensee's Equipment shall be stored on seven (7) racks, two (2) of which racks contain radio frequency combining and splitting devices and five (5) of which racks contain support and transport electronics. In the Attached Brick Building, as identified on Exhibit "A", Licensee's Equipment shall be stored on a total of six (6) racks which contain fiber optic cables and optical splitting and combining equipment.

**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 License Agreement during the Initial Term the exclusive right to occupy and use the space designated on Exhibit "A" (the Licensed Area) and the right to obtain access thereto for the purposes of installing, operating, maintaining and repairing Licensee's Equipment (as defined in Section 1.11 above), subject to the restrictions set forth in this License Agreement and the rules and regulations promulgated by Licensor and no other rights or purposes whatsoever.

**2.2 Three Year Renewal Terms.** THE INITIAL TERM OF THIS LICENSE AGREEMENT SHALL BE AUTOMATICALLY RENEWABLE FOR FOUR (4) ADDITIONAL TERMS OF THREE (3) YEARS EACH (THE "RENEWAL TERMS") AT THE LICENSE FEE STATED IN EXHIBIT "B" AND OTHERWISE UPON THE SAME TERMS AND CONDITIONS STATED IN THIS LICENSE AGREEMENT. IF LICENSEE DOES NOT DESIRE TO RENEW ANY TERM OF THIS LICENSE AGREEMENT, LICENSEE SHALL DELIVER WRITTEN NOTICE TO LICENSOR AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM, WHEREUPON THE LICENSE AGREEMENT SHALL EXPIRE UPON THE EXPIRATION OF THE THEN CURRENT TERM.

**ARTICLE 3**  
**License Fee**

**3.1 Payment.** Licensee shall pay the License Fee to Licensor promptly when due, without notice or demand therefore, and without any abatement, deduction or setoff for any reason whatsoever.

**3.2 First License Fee Payment and Processing Fee.** Upon execution of this License Agreement by Licensee, Licensee shall pay Licensor the License Fee for the first twelve (12) full calendar months of the Initial Term, a one-time fee in the amount of Nine Thousand Six Hundred Dollars (\$9,600.00) and a one-time Processing Fee in the amount of Twelve Thousand Dollars (\$12,000.00).

**3.3 Subsequent Annual License Fee Payments.** Licensee shall pay the License Fee in advance in annual installments on or before 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 Fee shall be paid to Licensor at the Address for Payment of License Fee (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 License Fee payment date.

**ARTICLE 4**  
**Use of License**

**4.1 Permitted Use.** Licensee shall use the License for lawful telecommunications purposes in accordance with this License Agreement and all applicable federal, state and local rules and regulations including, but not limited to, FCC regulation ANSI/IEE 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 or the requirements of any applicable insurance bodies (collectively, "Laws"); or (c) annoy or inconvenience other occupants or users of the Building, as determined by Licensor in Licensor's reasonable judgment.

## ARTICLE 5 Condition

**5.1 Condition.** Licensee hereby acknowledges that Licensee is familiar with the condition of the Licensed Area and that Licensor is making no repairs, replacements or improvements of any kind to the Licensed Area in connection with, or in consideration of, this License Agreement, and that Licensee is accepting the Licensed Area in an "as-is" condition. Licensor has no obligation to repair, maintain or replace the Licensed Area 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 Installations.** As of the Commencement Date, Licensee has installed Licensee's Equipment in the Buildings depicted on Exhibit "A". Licensee represents that such installation is in compliance with this License Agreement and the Laws (the "Initial Installation"). Licensee may from time to time replace Licensee's Equipment with new items with the same specifications as the original Licensee's Equipment (the "Replacement Installation"), provided that notice is given to the Licensor at least thirty (30) days prior to such installation and the notice identifies the equipment being replaced. If Licensee desires to install new equipment with different specifications, Licensee must submit to Licensor for review and approval drawings depicting such new equipment and its specifications, at least thirty (30) days prior to installation and such New Equipment Installation must otherwise be in compliance with this License Agreement and applicable Laws. Any such installation shall be deemed a New Equipment Installation. Within five (5) 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 New Equipment Installation; and (b) Three Thousand Five Hundred Dollars (\$3,500.00). Licensee's failure to timely pay such amounts shall constitute a default pursuant to the terms of this License Agreement. Licensor's approval of Licensee's Equipment and inspections of Licensee's Installations (whether Initial or any New Equipment Installation) shall not release Licensee from any of Licensee's liabilities and responsibilities with respect to same.

**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 Licensor's Real Estate Department (hereinafter, the "Representatives"). Upon receipt of prior written consent of the Representatives, Licensee's Workers may enter the Land only between the hours of 9:00 a.m. and 3:00 p.m. Monday through Friday, federal, state and city holidays excepted ("Working Hours"). In the event that Licensee requires access to the Land for emergency purposes during hours other than Working Hours, Licensee shall either (a) arrange to do so ahead of time and obtain appropriate written consents of the Representatives or (b) 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 reasonable discretion, increase the charge for escort services and Licensee shall pay such amounts within thirty (30) days after receipt of an invoice therefor.

**5.5 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.

**5.6 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 assigned to the work at 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. 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, Public Building Commission of Chicago, their respective agents, employees, and invitees ("Indemnitees") 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 License 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 knowingly violate, or intentionally permit the violation of, any condition imposed by any insurance policy issued in respect of the Building and shall not do, or knowingly or intentionally permit anything to be done, or keep or permit anything to be kept on the Roof, which would (a) subject the Indemnitees to any liability or responsibility for personal injury or death or property damage; (b) which would materially or substantially 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 commercially reasonable amounts; 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 License 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 License Agreement. Licensor and Licensee shall secure an appropriate clause in, or an endorsement upon, each insurance policy obtained by it and covering or applicable to the License and the personal 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").

**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) 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 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. Licensor and any other parties designated by Licensor shall be included as additional insureds and loss payees.

(ii) **Liability Coverage.** Commercial general public liability and comprehensive automobile liability and, if necessary to comply with any conditions of this License Agreement, umbrella 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 not less than total limits of \$1,000,000.00 per occurrence and \$3,000,000.00 annual general aggregate, per location. 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 Licensee under the terms of this License Agreement or otherwise, to the extent such insurance is available; (iii) medical-operations expenses in an amount not less than \$5,000.00 per person, per accident; (iv) the Indemnitees and any other parties designated by Licensor shall be designated as additional insureds; and (v) severability of insured parties so that the protection of such insurance shall be afforded to the Indemnitees in the same manner as if separate policies had been issued to each of the insured parties. Licensor and the Indemnitees shall be included as additional insureds.

(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 Licensor by any party having an interest in the Building; or, (ii) deemed reasonably necessary by Licensor. All insurance policies required under this Article shall: (i) be issued by companies authorized to do business in the State of Illinois, financially responsible and having a Best's rating of no less than A-VII; (ii) not be subject to cancellation or material reduction or non-renewal without at least thirty (30) days' prior written notice to Licensor and any other parties with an interest in the Building designated by Licensor (A) to be additional insured(s) under the insurance policies required from Licensee, or (B) to receive such notices; (iii) be deemed to be primary insurance in relation to any other insurance maintained by Licensor with respect to liability assumed by Licensee hereunder; and (iv) at the sole option and discretion of the Licensor, include other appropriate endorsements or extensions of coverage as would be reasonably required of the Licensor by any other party having an interest in the Building. Certificates of insurance required pursuant to this Article shall be delivered to Licensor not less than ten (10) days prior to the Commencement Date. If Licensee fails to submit such policies or certificates to Licensor within the specified time, or otherwise fails to obtain 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 provided, however, Licensee shall submit to Licensor's risk assessment department evidence of capacity and any documentation reasonably required by Licensor.

## 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 License Agreement.

## ARTICLE 8 Assignment

Licensee shall not sublicense, assign, transfer or convey any of Licensee's interests in this License 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 License Agreement. Licensee shall pay all of Licensor's fees, costs and expenses (including, but not limited to, fees of counsel) reasonably incurred by Licensor in connection with Licensor's review of Licensee's request for a Transfer, provided, however, that such amount shall not exceed Five Thousand Dollars (\$5,000.00) per transfer. Notwithstanding the foregoing, Licensee shall be permitted to Transfer its interest in this License Agreement to a subsidiary, affiliate or successor legal entity, or to a successor of all or substantially all of Licensee's stock or assets in the market defined by the FCC in which the Property is Located by reason of a merger, acquisition or other business reorganization ("Permitted Transferee"), without prior approval of Licensor, provided that Licensee delivers to Licensor at least thirty (30) days prior written notice of the proposed Transfer ("Transfer Notice"). Upon the Board's receipt of: (1) Transfer Notice; and (2) evidence of acceptance by the Permitted Transferee of Licensee's obligations under this Agreement, Licensee shall be released from its rights and obligations under this Agreement.

## ARTICLE 9 Default

**9.1 By Licensee.** The occurrence of any one or more of the following events shall constitute a default of this License Agreement by Licensee: (a) if Licensee fails to pay any License Fee or any other charges required to be paid by Licensee within thirty (30) days after the date due under this License Agreement; or (b) if Licensee fails to promptly and fully perform any other covenant, condition or agreement contained in this License 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, due to an act or omission of Licensee, its employees, agents, representatives or contractors, a writ of attachment or execution is levied on this License Agreement, on any other agreement between Licensor and Licensee, or on any of Licensee's property within the Building 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 License 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 License Agreement upon delivery of written notice to Licensee and Licensee shall be required to remove Licensee's Property from the Building and Land within five (5) business days thereafter. Within five (5) business 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 overnight delivery service or by registered or certified mail, or both, in accordance with the Notice provisions set forth in Section 11.1 below, 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 commences to cure said default within such thirty (30) day period and thereafter is diligently proceeding to cure said default, and provided further that such default is cured within sixty (60) days from the date of delivery of Licensee's notice to Licensor.

**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 License Agreement or in any litigation which a party, without fault on its part, may be a party. The term "prevailing party" will include, without limitation, the party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the other party of its claim or defense. The attorneys' fees award will not be computed in accordance with any court fee schedule, but will be such as to fully reimburse all attorneys' fees reasonably incurred.

## ARTICLE 10

### Termination, Surrender and Holdover

**10.1 Removal of Equipment.** Upon the expiration of this License Agreement, or its earlier termination or cancellation for any reason, 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, reasonable wear and tear excepted. Any other items of Licensee's Property that shall remain on the Land thirty (30) days after the expiration or following an earlier termination date, 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.

**10.2 Termination by Licensor.** In addition to any other termination rights and remedies available to Licensor pursuant to the terms of this License 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 License Agreement at any time upon sixty (60) days' prior written notice to Licensee. In addition to the foregoing, Licensor may terminate this License Agreement at any time during the Initial Term or any of the Renewal Terms upon providing one hundred and eighty (180) days' prior written notice to Licensee, provided, however, that Licensor shall not, for a period of two (2) years after the effective date of such termination, enter into a new license 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 License rather than rebuild or repair such portion of the Building, in which event Licensor shall provide ninety (90) days prior written notice to Licensee of such termination. Licensor hereby agrees that prior to exercising any termination rights pursuant to the provisions of this Section 10.2, Licensor shall use good faith reasonable efforts to relocate Licensee's Equipment to another location at the Building, all in accordance with the provisions of Section 11.13 below. The provisions of this Section 10.2 shall survive the termination of this License Agreement in accordance with this Section.

**10.3 Holdover.** If Licensee remains in possession after the expiration of the Term or after any earlier termination of this License 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 Fee 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 License Agreement; (c) there shall be no renewal or extension of this License Agreement by operation of law; and d) the tenancy at will may be terminated upon ninety (90) days' notice from Licensor. 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

**11.1 Notices.** All notices, requests and other writings required under this License 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, or (iii) the next business day after the date posted if sent by reputable overnight delivery service (scheduled for next day delivery), addressed to the other party with copies as set forth in the Licensor's Address and Licensee's Address for notice set forth in Article 1 (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 License as contemplated in this License Agreement.

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

**11.4 Successors.** Subject to the provisions regarding assignment, this License 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 License 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 License 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 Fee 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 License 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 License 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 License Agreement. The subsequent acceptance of any License Fee under this License 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 License Agreement, other than the failure of the Licensee to pay the particular License Fee so accepted, regardless of Licensor's knowledge of such preceding default at the time of the acceptance of such License Fee. Licensor's failure to insist upon the performance or the strict performance of any provision of this License Agreement, or to exercise any election contained in this License 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 License Fee or any sum due from Licensee shall not be received by Licensor or Licensor's designee within thirty (30) 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 pay the License Fee and/or other charges 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 License Agreement or by law.

**11.8 Recording.** Licensee shall not record or file this License 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. Licensee's failure to comply with the provisions of this Section 11.9 shall constitute a default under this License Agreement. "Hazardous Substance" means any matter giving rise to liability under any and all laws, acts, regulations or ordinances pertaining to the protection of the environment (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. Without limiting any other indemnifications or remedies granted to Licensor under this License Agreement, Licensee, its officers, directors and assigns hereby protect, indemnify, defend, and forever hold the Licensor, the Public Building Commission and their respective 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, to the extent they are 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 solely caused or otherwise permitted by Licensee. The provisions of this Section 11.09 shall survive any termination of this License Agreement and shall be co-extensive with the other indemnification and hold harmless rights of Licensor under this License Agreement.

**11.10 Broadcast Interference.** As used in this License 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 Rooftop shall not be exclusive and that Licensor shall use the Rooftop 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 Rooftop. 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 the use of space on the Rooftop to other communications carriers 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 any license agreement with any other communication carrier.

**11.13 Relocation.** Licensor may, at any time during the Term, change the location of the Licensed Area to another Area (the "New Location"), provided, however, that Licensor shall endeavor to ensure that such New Location is at least as suitable for Licensee's use as the then current location. Licensor shall give Licensee no less than sixty (60) days' prior written notice of Licensor's exercise of its election right under this Section 11.13 and as of the date set forth in the notice (which date shall be at least ninety (90) days after the date of the notice), Licensee shall relocate Licensee's Equipment to the New Location. Licensor also shall have the option of requiring Licensee, at Licensee's sole cost and expense, to temporarily relocate Licensee's Equipment to a mutually agreed upon location in the event that such relocation is necessary for repairs or maintenance of the Building to be performed. If Licensor and Licensee cannot agree on a mutually acceptable location for the temporary relocation, either party may terminate this Agreement upon thirty (30) days' notice. In the event of such termination, Licensee shall vacate the Land in accordance with the provisions of Section 10.1.

**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(c) and that Licensee's Parties shall screen all persons permitted by Licensee's Parties to enter the Building to ensure compliance with 105 ILCS 5/34-18.5(c) 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 License Agreement.

**11.16 105 ILCS 5/34 Provisions.** This License 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 License 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 Indebtedness Policy.** The Board of Education Indebtedness Policy (96-0626-PO3) adopted July 26, 1996, as amended from time to time, is hereby incorporated into and made part of the License Agreement as if fully set forth herein.

**11.18 Ethics Code.** The Board of Education Ethics Code (04-0623-P04) adopted June 23, 2004, as amended from time to time, is hereby incorporated into and made a part of this License Agreement as if fully set forth herein.

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

**LICENSOR**

The Board of Education of the City of Chicago

By: Michael Scott  
Michael W. Scott, President

Date: 7/10/09

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

Approved as to Legal Form

Patrick J. Rocks *sk*  
Patrick J. Rocks, General Counsel

Board Report No. 05-0727-OP1 as amended by  
06-0927-OP1-41

**LICENSEE**

RCN Telecom Services of Illinois, L.L.C., an Illinois limited liability company

By: Michael T. Sicoli  
Michael T. Sicoli

Its: Executive Vice President and Chief Financial Officer

Date: 6/5/09

Exhibit A-1

EQUIPMENT

RCN Telecom Services Asset Inventory of Technical Equipment			
Description	Manufacturer	Manf Part#	RCN Part # if Appl
CHANNEL BANK ASSEMBLY	Tellabs	81.2301 Cablesplan 2300	11111100
MRF-XCVR Cards	Tellabs	82.2337-8NN	11111900
Launch Driver amp test panel	SCIENTIFIC ATLANTA	500212	16150021
Feet of RG59 coax (849 Splitters X 8/Splitter X 20')	TVC	9167-006 (BLUE)	10291672
SK-8791-237 ft. X 23" Aluminum Relay Rack - Pre-assembled and welded	B-LINE	SK-8791-19"	10501996
CABINET, 70" X 19" X 24" W/ PERFORATED TOP, CASTERS, REAR DOOR (BL)	SCIENTIFIC ATLANTA		10570192
SWITCH, CISCO 24 PORT 10/100 CATALYST C2950	CISCO	WS-C2950-24	10902950
SWITCH, CATALYST 3750 24 10/100 + 2 SFP STANDARD MULTILAYER IMAGE	CISCO	WS-C3750-24TS-S	10903750
SWITCH, 16 PORT 10/100 BASE-TX ETHERNET	RADIANT COMMUNICATIONS	DL208B/S16M	10910100
UNIT, EXPANSION LINK UNIT (ELU)	TELLABS	82.2321	11111300
UNIT, EXPANSION BANK CONTROL (EBC)	TELLABS	82.2322	11111400
POWER SUPPLY, HDT -48 VDC (L-PSU)	TELLABS	82.2323H	11111500
PROCESSOR, DATA LINK (DLP)	TELLABS	82.2327	11111600
MODULE, SNMP INTERFACE CARD	TELLABS	81.2328	11111700
T1X-XCRV Cards	Tellabs	82.2331	11111800
SPLITTER, VIDEO FRONT IN/OUT PIGTAIL & FC ANGLED CONNECTOR 50/50	ADC	VSM-K2A2A200 0000-0	12100001
ROUTER, UNIVERSAL BROADBAND 7246, 4 MC SLOTS, 2 PA SLOTS	CISCO SYSTEMS	UBR-7246 VXR	12500009
MODULE, CPS-4200 POWER SUPPLY	harmonic	CPS-4200	12504200
MODULE, HTR-2000E CHASSIS POWER SUPPLY	HARMONIC LIGHTWAVES INC	PS-2100	12520101
POWER SUPPLY, DC 24-4.2 VDC	KEPCO	RAX24-4.2K	12524420
DEMODULATOR, RETURN PATH (RPD-1000)	GENERAL INSTRUMENTS	985007-000-00	13800041
CARD, CENTRAL PROCESSING UNIT ISSUE 4	Tellabs	84.2320	13812325
MODULE, SNMP MANAGEMENT W/ 1 10BASE-T PORT, 1310 OPTICAL SERVICE	MRV COMMUNICATIONS	EM316LNXM-OTN	13831600
MRV REDUNDANT TRUNK MULTIPLEXER	MRV COMMUNICATIONS		13831602
CONVERTER, DUAL UP 550MHz-1Ghz	General Instruments	C8U-H-X	14100008
FILTER, DIPLEX (2)	PCI	DXP 9655-HN	14199000
LASER, 1310nm 50/870MHZ CHANNEL LOADING	HARMONIC LIGHTWAVES INC	PWL-47XX-FA-AS	15000001
AMPLIFIER, QISO 750 MHZ UNITY GAIN	QUALITY RF PRODUCTS	QISO-750-04	16175004
PLATFORM, TRANSCEIVER (HTR 2000)	HARMONIC LIGHTWAVES INC	HTR 2000	16200000
MODULE, FORWARD PATH RECEIVER, 15 - 870MHZ, SCI/APC	harmonic	HRM-3610-AS	16203810
PLATFORM, HARMONIC HLP-4200-WD	HARMONIC LIGHTWAVES INC	HLP-4200-WD	16204200
CARD, DUAL RETURN RECEIVER, 5 - 200MHZ	HARMONIC LIGHTWAVES INC	RPR-2210	16222100
CARD, NARROWCAST SERVICES GATEWAY NSG8108-0G-00-M8	HARMONIC LIGHTWAVES INC	NSG8108-0G-00-M8	16308108
MODULE, DSX-4U STANDARD FRONT JACK W/ BNC CONNECTOR	ADC	DSX 4U-W3C	18303000
PANEL, DSX-1 56 TERMINATION BANTAM JACK PANEL 1-56 (BLACK)	ADC	DSX-DR56-5	18305650
CABINET, 62" X 32" X 19" FIBER ENTRANCE W/ 36 INTEGRATED STYLE DRAW	ADC	FEC-864A	18386400
PANEL, 72 POSITION 30 METER FIBER DISTRIBUTION	ADC	FPL-72S/J070AU0303	18387275
SHELF, FLM160 SHELF ASSEMBLY	FUJITSU	FC9612SF11-J03	18400019
CISCO 3600 4-SLOT MODULAR ROUTER, 32MB DRAM, 8MB FLASH, AC POW	CISCO	CISCO3640	18600159
MRV 16 SLOT CHASSIS 19"	MRV COMMUNICATIONS	NC316BU-16/DC	19500003
SCN 1000 19" Chassis with 2 SCN-4M Splitters	PCI	SCN1000/SCN-4M	52101000/12100400
2 position breaker box			
41 position 20 amp breaker panel			
6 position 20 amp breaker panel			
auto transfer switch OTE3380199			
msb-1 main power breaker box 4 200 amp breakers	Square D		
MSB2 14 position breaker panel			
Power transformer 3F34015ST			
Feet of Fiber jumpers (5 racks X 576 ports X 100')			
stealth Sweep Transceiver wwg sda5500 Meter	APC	AP9211	
APC network manageable power distribution unit E515 AP9211	HARMONIC LIGHTWAVES INC		
CARD, NARROWCAST SERVICES GATEWAY NSG9116	tollgrade		
headend controller model 360	tollgrade		
receiver 750-1 cards	tollgrade		
tollgrade lighthouse site monitor	tollgrade		
transmitter 750-cards	tollgrade		
rsm 48/10 rectifier	argus		
Fuse panel	Apex	AX 010201	
DSX 3 MODULES	ADC		
T3PQCA61AA CARDS	ADC		
IO LAN+RACL	Chase		
Magnum Q Series Mixed Media Switch			
QTT RMAC100 Model ALAVDC-RM100-001	FUJITSU		
FLM 600 ADM	fujitsu		
FCA 2400TRIB	FUJITSU		
FLM 2400HS			
Power cabinet 9C9798825 w 4 30Amp Breakers			
ssd2 system status central w 4 twin pack Plus power supplies			

EXHIBIT "B"

RENEWAL TERM LICENSE FEE

<u>RENEWAL TERM</u>	<u>LICENSE FEE</u>
1 (10/01/12-09/30/15)	\$37,500.00
2 (10/01/15-09/30/18)	\$46,875.00
3 (10/01/18-09/30/21)	\$58,594.00
4 (10/01/21-09/30/24)	\$73,242.00