
REVOCABLE LICENSE AGREEMENT
(TELECOMMUNICATIONS)
BY AND BETWEEN

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

AND

Chicago 20 MHZ, L.L.C., a Delaware limited liability company, d/b/a PrimeCo Personal Communications,
as Licensee

PROPERTY ADDRESS:

VON STEUBEN HIGH SCHOOL
5039 N. Kimball
Chicago, Illinois 60625

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REVOCABLE LICENSE AGREEMENT

ARTICLE 1 Definitions of Terms Used in this Document

- 1.1 Licensor**
The Board of Education of the City of Chicago
Itasca, Illinois 60143
Attention: Legal Department
Telephone: (630) 285-1587
Telecopier: (360) 773 -2938
- 1.2 Licensor's Address for Notices**
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
- Von Steuben High School
5029 N. Kimball
Chicago, Illinois 60625
Attention: Principal
- 1.3 Name & Address for Payment of License Fee**
Von Steuben High School
5029 N. Kimball
Chicago, Illinois 60625
Attention: Principal
- 1.4 Licensee**
Chicago 20 MHZ, L.L.C., a limited liability company d/b/a PrimeCo Personal Communications
- 1.5 Licensee's Address for Notices**
PrimeCo Personal Communications
1 Pierce Place, Suite 1100
Itasca, Illinois 60143
Attention: Property Management
Telephone: (630) 285 -1538
Telecopier: (630) 773 -2684
- with a copy to:**
PrimeCo Personal Communications, L.P.
1 Pierce Place, Suite 1100
- 1.6 Building Address**
Von Steuben High School
5029 N. Kimball
Chicago, Illinois 60625
- The land (the "Land") upon which the Building is located is legally described on Exhibit "A."
- 1.7 Commencement Date**
July 1, 2001
- 1.8 Initial Term**
Four (4) years
- 1.9 Term**
The Initial Term and Renewal Terms as described in Section 2.
- 1.10 Initial License Fee**
\$ 24,000.00 payable annually
- 1.11 License**
The non-exclusive right to install ("License") on the smokestack of the Building ("Smokestack") no more than nine (9) antennae ("Antennae") and on the roof ("Roof") of the Building an equipment platform with dimensions no greater than fifteen (15) feet by twenty (20) feet ("Platform"), upon which Licensee may install its equipment cabinets ("Equipment Cabinets"), together with support beams for the Platform, as structurally necessary, and cable runs ("Cable Runs") running among the Platform, the Antennae, and the utilities, which Cable Runs shall be affixed to the nearest contiguous structure, all as depicted in the construction drawings, which construction drawings ("Drawings") have been signed and certified by a professional licensed to practice architecture or engineering in the State of Illinois ("Professional"), which Drawings are attached as Exhibit "B", and no other rights or purposes whatsoever.

ARTICLE 2
Term

2.1 Initial Term. Licensor hereby licenses to Licensee and Licensee hereby licenses from Licensor, upon and subject to the terms, covenants, and conditions of this License Agreement during the Initial Term the non-exclusive right to install on the Roof of the Building, the Antennae, the Platform, the Cable Runs and the Equipment Cabinets (collectively, "Licensee's Equipment") in accordance with the provisions of this Agreement.

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 "C" 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 and a Processing Fee in the amount of six (6) months' License Fee.

3.3 Subsequent Annual License Fee Payments. Licensee shall pay the License Fee in advance in annual installments on the anniversary of the Commencement Date of each year during the Term and, if applicable, during the Renewal Terms, at the amounts set forth on Exhibit "C".

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 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 Smokestack, Building and the Roof, and that Licensor is making no repairs, replacements or improvements of any kind to the Smokestack, Building or the Roof in connection with, or in consideration of, this License Agreement, and that Licensee is accepting the Smokestack, Building and the Roof in an "as-is" condition. Licensor has no obligation to repair, maintain or replace the

Smokestack, Roof or the Building or any part thereof and Licensor makes no representation that any of the foregoing are adequate or appropriate for Licensee's intended use of same.

5.2 Installations. As of the Commencement Date, Licensee may install Licensee's Equipment in the locations described in Exhibit "B", provided that such installations are 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 Drawings identifying the new equipment and locations are submitted to Licensor for review and approval at least forty five (45) days prior to installation and such Replacement Installation is otherwise in compliance with this License Agreement and applicable Laws. Within five (5) days after request therefor, Licensee shall pay to Licensor 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, the Initial Installation and any Replacement Installation. 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 Replacement Installation) shall not release Licensee from any of Licensee's liabilities and responsibilities with respect to same. Within thirty (30) days after the completion of any installation, Licensee shall deliver "As-Built Drawings" of the areas in which Licensee's Equipment has been installed, certified and sealed by a Professional, to Licensor. In the event the "As-Built Drawings" differ in any respect from the Drawings previously submitted to and approved by Licensor, Licensee shall remedy such differences to the satisfaction of Licensor. Licensee's failure to timely submit the "As-Built Drawings" or to remedy any differences shall constitute a default pursuant to the terms of this License Agreement.

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. Licensee may not enter upon the Roof or into 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, Licensee may enter the Roof and the Building only between the hours of 9:00 a.m. and 3:00 p.m. ("Working Hours"). In the event that Licensee requires access to the Roof or the Building for emergency purposes during hours other than Working Hours, Licensee shall contact the Chicago Public Schools Safety and Security (773- 535-8998) 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 Building, the charge for which escort services is currently One Hundred Dollars (\$100.00) per hour, and which, at all times throughout the Term and the Renewal Terms, if any, shall be paid by Licensee. Licensor may, from time to time, in Licensor's sole discretion, increase the charge for escort services and Licensee shall pay such increased amount within ten (10) days after receipt of an invoice therefor.

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 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 violate, or permit the violation of, any condition imposed by any insurance policy issued in respect of the Building and shall not do, or permit anything to be done, or keep or permit anything to be kept on the Roof, which would (a) subject Licensor to any liability or responsibility for personal injury or death or property damage; (b) which would increase any insurance rate in respect of the Building or the property therein over the rate

which would otherwise then be in effect; (c) which would result in insurance companies of good standing refusing to insure the Building or the property therein, in amounts reasonably satisfactory to Licensor; and (d) which would result in the cancellation of or the assertion of any defense by the insurer, in whole or in part, to claims under any policy of insurance 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 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 benefitting the party suffering such loss or damage or was required to be covered by 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, with a deductible of no more than \$10,000.00 per loss. Licensor, "Globetrotters Engineering Corporation", and any other parties designated by Licensor shall be included as additional insureds and loss payee(s).

(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, 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 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 Licensor and any other parties designated by Licensor shall be designated as additional insureds; and (v) severability of insured parties and cross-liability so that the protection of such insurance shall be afforded to the Licensor in the same manner as if separate policies had been issued to each of the insured parties. Licensor, "Globetrotters Engineering Corporation", and any other parties designated by Licensor shall be included as additional insureds and loss payee(s).

(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 licensed to do business in the State of Illinois and acceptable to Licensor and any other party having any interest in the Building; (ii) not be subject to

cancellation or material change or non-renewal without at least thirty (30) days' prior written notice to Licensor and any other parties designated by Licensor (A) to be loss payee(s) or 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; and (iv) at the sole option and discretion of the Licensor, include other appropriate endorsements or extensions of coverage as would be 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.

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. Simultaneously with the execution of this Agreement, Licensee shall complete, execute and deliver to Licensor the Disclosure Affidavit attached as Exhibit "D" to this Agreement, which Licensee represents to be true and accurate.

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) incurred by Licensor in connection with Licensor's review of Licensee's request for a Transfer. Notwithstanding the foregoing, Licensee shall be permitted to Transfer its interest in this License Agreement to a subsidiary, affiliate or successor legal entity ("Permitted Transferee"), without prior approval of Licensor, provided that: (a) Licensee delivers to Licensor thirty (30) days prior written notice of the proposed Transfer, together with a completed and executed Disclosure Affidavit by such Permitted Transferee, which Disclosure Affidavit does not disclose the presence of impermissible interests; and (b) such Transfer shall not release Licensee from its liability to Licensor pursuant to the terms of 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 fifteen (15) 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 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 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. Licensor shall deliver written notice of default to Licensee and Licensee 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 Licensee is diligently pursuing cure of a non-monetary default and the default cannot be cured within thirty (30) days, then Licensee shall have an additional thirty (30) days in which to cure such default, during which cure period no remedy shall be pursued. 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 three (3) days thereafter. Within three (3) days after such termination, Licensee shall pay any and all costs and fees owed to Licensor pursuant to the terms of this Agreement and shall leave the Building and the Land in the condition required pursuant to Section 10.1 below.

9.2 By Licensor. In the event of a default by Licensor, Licensee shall not exercise any rights with respect to such default (a) until Licensee has given, by registered or certified mail, written notice of such default to Licensor and to any other party whose name and address shall previously have been furnished to Licensee, and (b) until a thirty (30)-day period for remedying such default shall have elapsed following the giving of such notice; provided, however, that said thirty (30)-day cure period may be extended in the event that the default cannot, by its nature, be cured within thirty (30) days and Licensor is diligently proceeding to cure said default.

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 antennae, 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. Any other items of Licensee's Property that shall remain in the Property 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 thirty (30) 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 thirty (30) days' prior written notice to Licensee, provided, however, that Licensor shall not, for a period of one hundred and eighty (180) days after the effective date of such termination, enter into a 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 sixty (60) 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.

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;

and (c) there shall be no renewal or extension of this License Agreement by operation of law. The provisions of this Article shall not constitute a waiver by Licensor of any re-entry rights of Licensor provided hereunder or by law.

10.4 Termination by Licensee. Licensee may terminate this License Agreement at any time upon sixty (60) days' prior written notice to Licensor in the event that: (1) Licensee loses or does not obtain permits, approvals or easements required for operation of Licensee's Equipment; (2) Licensor or the Public Building Commission do not have title to the Property or authority to enter into this Agreement; (3) Hazardous Substances (as defined in Section 11.9) are present at the Property, which Hazardous Substances are not at the Property due to any actions or omissions of Licensee; or (4) Licensee determines that the Property is not appropriate for its operations for economic or technological reasons. In the event Licensee exercises its right to terminate based upon the circumstances of (4) above, Licensee shall pay a termination fee in an amount equal to twelve (12) months' License Fee at the then current monthly rate, which payment shall be in addition to the relinquishment of the right to any License Fee that may have been prepaid by Licensee to Licensor. In the event Licensee exercises its right to terminate based upon the circumstances of (2) above, Licensee shall receive a refund of any prepaid License Fee. In the event Licensee exercises its right to terminate based upon (1), (3) or (4) above, Licensee shall relinquish to Licensor any and all rights to any prepaid License Fees.

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, addressed to the other party with copies as set forth in the Licensor's Address and Licensee's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

11.2 Cooperation. Licensor agrees to cooperate with Licensee, at Licensee's sole cost and expense, in any efforts by Licensee to secure any governmental permits necessary to use the 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 fifteen (15) days after said amount is due, Licensee shall pay to Licensor a late charge, equal to: (a) the lesser of one and one half percent (1½%) of such overdue amount on a monthly basis, or eighteen percent (18%) of such overdue amount on an annual basis; or (b) the maximum amount permitted by law, plus any attorneys' fees incurred by Licensor by reason of Licensee's failure to 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, and the Licensee's failure to comply with the provisions of this Section 11.09 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 (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 11.09, 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, 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 and its officers, directors, employees, representatives, agents and assigns harmless from and against, any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses, contingent or otherwise, that any or all of the indemnified parties suffer or incur as a result of, or due to, any contamination of the Building, the Land or any other property not a part of the Land, but which contamination arises or occurs as a result of the presence, release, threat of release, or placement of Hazardous Substances in, on or under the Building, or the Land, the presence of which is caused or permitted by Licensee. The provisions of this Section 11.09 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 Licensee'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. Licensor shall give Licensee no less than thirty (30) days' prior written notice of Licensor's exercise of its relocation right under this Section 11.13 ("Relocation Notice"). Licensee shall cooperate with Licensor, in all reasonable respects, so as to facilitate Licensee's relocation to the New Location. In the event that Licensee elects not to change the location of Licensee's Equipment to the New Location, Licensee may terminate this Agreement upon delivery of written notice to Licensor, delivered within thirty (30) days after delivery of the Relocation Notice. In the event of such termination, Licensee shall relinquish all rights to any prepaid License Fee and shall vacate the Property in accordance with the provisions of Section 10.1. Licensor also shall have the option of requiring Licensee, at Licensee's sole cost and expense, to temporarily relocate Licensee's Equipment, if necessary, upon thirty (30) days' advance written notice, in the event that repairs or maintenance of the Building are scheduled to be performed.

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 Inspector General. 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 of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

11.17 Conflicts. This 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.

11.18 Indebtedness Policy. 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 License Agreement as if fully set forth herein.

11.19 Ethics Code. The Board of Education Ethics Code (95-0927-RU3) adopted September 27, 1995 and as amended November 19, 1997 (97-1119-PO1), is hereby incorporated into and made a part of this License Agreement as if fully set forth herein.

IN WITNESS WHEREOF, Licensor 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: Gery J. Chico
Gery Chico, President

Date: May 23, 2001

Attest: Sharon Revello
Sharon Revello, Secretary

Approved as to Legal Form by: Marilyn F. Johnson
Marilyn F. Johnson, General Counsel

Board Report No. 96-0327-OP6-14

LICENSEE

Chicago 20 MHz, L.L.C., a Delaware limited liability company, d/b/a PrimeCo Personal Communications

APPROV.
3/22/01

By: Kevin E. Parzyck
KEVIN PARZYCK
DIRECTOR OF NETWORK

Its: IMPLEMENTATION AND ADMINISTRATIVE
Date: 3/22/01

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

THE SOUTH 40 FEET OF LOT 28, ALL OF LOTS 29 TO 44 AND THE SOUTH 24 FEET OF LOT 45 IN BLOCK 1 AND ALSO LOT A IN JOHNSONS SUBDIVISION OF THE WEST HALF OF LOT 6 AND ALL OF THE WEST HALF OF LOT 11 (EXCEPT A TRIANGULAR PIECE OF THE SOUTH EAST CORNER OF SAID WEST HALF OF LOT 11 CONTAINING 0.678 ACRES AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWEST CORNER OF SAID LOT 11 RUNNING THENCE ON A LINE DUE EAST TO CENTER OF BLOCK 11 AND THENCE DUE NORTH 240 FEET AND FROM THAT POINT SOUTHWESTERLY TO PLACE OF BEGINNING) OF JACKSONS SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13 EAST, THAT PART OF THE WEST HALF OF LOT 11 LYING SOUTH OF THE SOUTH LINE OF LOT A AFORESAID AND NORTH OF THE NORTH LINE OF THE WEST BRANCH OF THE CHICAGO RIVER JACKSON SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13 EAST, IN THE THIRD PRINCIPAL MERIDIAN, AND VACATED PARTS OF STREET AND ALLEY, IN COOK COUNTY, ILLINOIS.

Common Address: Von Steuben High School
5039 N. Kimball
Chicago, Illinois 60625

EXHIBIT "B"

SPACE PLAN AND LOCATION OF INSTALLATIONS

EXHIBIT "C"

RENEWAL TERM LICENSE FEE

<u>RENEWAL TERM</u>	<u>LICENSE FEE</u>
1 (July 1, 2005-June 30, 2008)	\$30,000.00
2 (July 1, 2008-June 30, 2011)	\$37,500.00
3 (July 1, 2011-June 30, 2014)	\$46,875.00
4 (July 1, 2014-June 30, 2017)	\$58,594.00

EXHIBIT "D"

DISCLOSURE AFFIDAVIT

(Submitted under separate cover)