

698 C

REVOCABLE LICENSE AGREEMENT
(TELECOMMUNICATIONS)
BY AND BETWEEN

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

AND

Denali Spectrum Operations, LLC, a Delaware limited liability company

PROPERTY ADDRESS:

KINZIE ELEMENTARY SCHOOL
5625 South Mobile Avenue
Chicago, Illinois 60638

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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
- 1.2 Licensor's Address for Notices**
The Board of Education of the City of Chicago
Real Estate Department
125 S. Clark, 20th Floor
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, 7th Floor
Chicago, Illinois 60603
Attention: General Counsel
Telephone: (773) 553-1700
Telecopier: (773) 553-1701
- 1.3 Name & Address for Payment of License Fee**
Kinzie Elementary School
5625 South Mobile Avenue
Chicago, Illinois 60638
Attention: Principal
- 1.4 Licensee**
Denali Spectrum Operations, LLC, a Delaware limited liability company
- 1.5 Licensee's Address for Notices**
Denali Spectrum Operations, LLC, a Delaware limited liability company
10307 Pacific Center Court
San Diego, California 92121
Attention: Daniel E. Smith
Telephone: (858) 882-6288
Telecopier: (858) 882-6080
- with a copy to:**
Denali Spectrum Operations, LLC, a Delaware limited liability company
10307 Pacific Center Court
San Diego, California 92121
Attention: Legal Department - Real Estate
- 1.6 Building Address**
Kinzie Elementary School
5625 South Mobile Avenue
Chicago, Illinois 60638
The land (the "Land") upon which the Building is located is legally described on Exhibit "A."
- 1.7 Commencement Date**
August 1, 2008
- 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"): (a) three (3) sectors for the mounting of antennas on a platform secured by Licensee to the exterior of the smokestack of the Building ("Smokestack"); (b) three (3) antennas and one (1) GPS antenna (collectively, "Antennas"); and c) an equipment platform with dimensions no greater than twelve feet six inches (12'6") by eighteen (18) 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 Antennas, 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 Skids, the Antennas, the Platform, the Cable Runs and the Equipment Cabinets (collectively, "Licensee's Equipment") in accordance with the provisions of this Agreement.

2.2 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 eighteen (18) 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 Building and the Roof, and that Licensor is making no repairs, replacements or improvements of any kind to Building or the Roof in connection with, or in consideration of, this License Agreement, and that Licensee is accepting the Building and the Roof in

an "as-is" condition. Licensor has no obligation to repair, maintain or replace the Roof or the Building or any part thereof and Licensor makes no representation that any of the foregoing are adequate or appropriate for Licensee's intended use of same.

5.2 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 thirty (30) days prior to installation, and such Replacement Installation is otherwise in compliance with this License Agreement, applicable Laws and approved by Licensor. Any installation not completed within ninety (90) days after the Commencement Date shall be deemed a Replacement Installation. Licensor shall not unreasonably withhold, delay or condition such approval. Within five (5) days after receipt of an itemized invoice, 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, the Initial Installation and any Replacement 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 Replacement Installation) shall not release Licensee from any of Licensee's liabilities and responsibilities with respect to same. Within sixty (60) days after 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 between the Drawings and the As Built Drawings shall constitute a default pursuant to the terms of this License Agreement. Routine maintenance and repairs shall not be deemed a Replacement Installation.

5.3 Electric Service. Licensee shall cause its electric service to be connected directly to the electric utility and not to the electric service serving the Building. Licensee shall pay all utility charges on a timely basis.

5.4 Ingress and Egress. Neither Licensee nor any of Licensee's agents, representatives or employees ("Licensee's Workers") may enter upon the Land for any purpose without the prior written consent of: (a) the school principal or the principal's designee; and (b) an employee of Licensor's Real Estate Department (hereinafter, the "Representatives"). Upon receipt of prior written consent of such Representatives, Licensee's Workers may enter the Land 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 Land for emergency purposes during hours other than Working Hours, Licensee shall either arrange to do so ahead of the time and obtain appropriate written consents of the Representatives or contact the Chicago Public Schools Safety and Security (773- 553-3335) to obtain the name and after Working Hours telephone number of the custodian of the school, which custodian will serve as an escort for access to the Land. In either event, any access to the Land during other than Working Hours requires the presence of a custodian of the school, the charge for which services is currently One Hundred Dollars (\$100.00) per hour, and which, at all times throughout the Term and the Renewal Terms, if any, shall be paid by Licensee. Licensor may, from time to time, in Licensor's sole discretion, increase the charge for escort services and Licensee shall pay such increased amount within ten (10) days after receipt of an invoice therefor.

5.5 Term Inspections. Within ninety (90) days after the beginning of each Renewal Term, Licensee shall commission and pay for a field inspection by a Professional. After the completion of the field inspection, the Professional shall deliver to Licensor a report, signed and sealed by the Professional, certifying to Licensor the condition of the Installation and the elements of the Building that structurally support the Installation (collectively, "Structural Elements"). In the event the Structural Elements are not certified to be in good condition, Licensee shall remedy such defects or condition (collectively "Defect") within thirty (30) days after the delivery of the report, unless such Defect is reasonably determined by Licensor to constitute an emergency situation, in which event such Defect shall be remedied immediately. Notwithstanding the preceding, if the Professional issues a written opinion ("Cause Opinion") that any Defect of the Structural Elements was caused by Licensor, ordinary wear and tear, wind, storms, fire or other casualty, and Licensee and/or its Installation did not contribute in any significant measure to the Defect (collectively, "Licensor Defect"), Licensor shall, within sixty (60) days after receipt of the Cause Opinion, deliver written notice to Licensee ("Election Notice"), which Election Notice shall contain an election to perform one (1) of the following options: (1) Licensor shall engage a Professional to issue an opinion as to the cause of the Defect; (2) Licensor shall repair the Defect; or (3) Licensor shall elect not to repair the Defect. In the event of (3), Licensee may elect to terminate this Agreement in accordance with the provisions of Section 10.1, by delivering written notice to

Licensors within thirty (30) days after receipt of the Election Notice. In the event the Professionals engaged by Licensor and Licensee do not agree and cannot reach agreement as to the cause of the Defect, the Professionals shall together choose a third Professional, whose fee shall be shared equally by Licensor and Licensee, and whose determination ("Final Opinion") shall be binding on both Licensor and Licensee. In the event the Final Opinion or a Cause Opinion indicates that the Defect is not a Licensor Defect, Licensee shall remedy such Defect within thirty (30) days after delivery of same to Licensee. In the event the Final Opinion, or an undisputed Cause Opinion indicate the Defect is a Licensor Defect, and Licensor does not deliver written notice within sixty (60) days after delivery of same affirming its agreement to remedy such Defect, Licensee shall have the option to terminate this Agreement in accordance with the provisions of Section 10.1, by delivering written notice to Licensor within thirty (30) days thereafter.

5.6 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 on the Land, 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.

5.7 Background Checks. Under the provisions of the Illinois School Code, 105 ILCS 5/10-21.9, Licensee shall conduct a finger-print 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, upon receipt of evidence that such taxes have been assessed due to Licensee's occupancy, Licensee shall reimburse Licensor for the full amount of such taxes.

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 violate, or permit the violation of, any condition imposed by any insurance policy issued in respect of the Building of which Licensee has received written notice, 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 the Indemnitees to any liability or responsibility for personal injury or death or property damage; (b) which would increase any insurance rate in respect of the Building or the property therein over the rate which would otherwise then be in effect; c) which would result in insurance companies of good standing refusing to insure or self-insure the Building or the property therein, in amounts

reasonably satisfactory to Licensor; and (d) which would result in the cancellation of or the assertion of any defense by the insurer, in whole or in part, to claims under any policy of insurance or self-insurance with respect to the Building or the property therein.

B. Increased Premiums. If, by reason of any failure of Licensee to comply with any provisions of this 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, upon receipt of written evidence regarding same, 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, with a deductible of no more than \$10,000.00 per loss. Licensor, and any other parties designated by Licensor shall be included as additional insureds.

(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 Indemnitees 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 Indemnitees in the same manner as if separate policies had been issued to each of the insured parties. Licensor, and any other parties designated by Licensor 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: (A) required of the Licensor by any party having an interest in the Building; or, (B) deemed reasonably necessary by Licensor. All insurance policies required under this Article shall: (1) 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 and with an A-VII or better rating per A.M. Best; (2) not be subject to cancellation, reduction in coverage amount 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; and (3) 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.

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. 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, upon delivery of sixty (60) days' advance written notice, together with all documentation that may then be required by Licensor in connection with the proposed Transfer completed in a satisfactory manner to Licensor, Licensee may Transfer its interest in this License Agreement to its parent company, any subsidiary or affiliate of it or its parent company, or to a successor in interest acquiring fifty one percent (51%) or more of its stock or assets ("Related Party"), provided such entity is authorized pursuant to an FCC license to operate Licensee's Equipment. In the event of any Transfer either to a Related Party or a third party, Licensee shall not be released from Licensee's obligations under this License Agreement, and such Related Party and any third party shall execute documentation evidencing agreement to be bound by the terms of 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, or notice of, a Transfer.

ARTICLE 9 Default

9.1 By Licensee. The occurrence of any one or more of the following events shall constitute a default of this 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, which assignment is exercised by such creditor(s); 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 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.

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.

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. Any other items of Licensee's Property that shall remain at the Property after the expiration or following an earlier termination date, may, at the option of Licensor, after ninety (90) days have elapsed from the date of such termination or expiration, 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 one hundred and twenty (120) 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 twenty (120) 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.

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 thirty (30) 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, 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 the lesser of: (a) 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, in violation of any applicable law or regulation, and the 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 and its officers, directors, employees, representatives, agents and assigns harmless from and against, any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses, contingent or otherwise, that any or all of the indemnified parties suffer or incur as a result of, or due to, any contamination of the Building, the Land or any other property not a part of the Land, but which contamination arises or occurs as a result of the presence, release, threat of release, or placement of Hazardous Substances in, on or under the Building, or the Land, the presence of which is caused or permitted by Licensee. The provisions of this Section 11.9 shall survive any termination of this 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 sixty (60) days' prior written notice of Licensor's exercise of its relocation right under this Section 11.13. Licensee shall cooperate with Licensor, in all reasonable respects, so as to facilitate Licensee's relocation to the New Location. In addition to the foregoing, Licensor shall have the option of requiring Licensee, at Licensee's sole cost and expense, to temporarily relocate Licensee's Equipment, if necessary, upon sixty (60) days' advance written notice, in the event that repairs or maintenance of the Building are scheduled to be performed. In the event that Licensee's Equipment is inoperable during such temporary relocation due solely to the acts of Licensor, the License Fee due and payable for such period shall abate and not be payable by Licensee.

11.14 Entry. Licensee hereby acknowledges that Licensee and any sublicensees or assignees ("Licensee's Parties") shall comply with the terms of 105 ILCS 5/34-18.5c) and that Licensee's Parties shall screen all persons permitted by Licensee's Parties to enter the Building to ensure compliance with 105 ILCS 5/34-18.5c) and shall, at the request of Licensor, immediately remove from the Building and prohibit access by any such person not acceptable to Licensor.

11.15 Time. Time is of the essence of this 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 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 (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.

11.19 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, Licensor and Licensee have executed this License Agreement as of the later of the dates written below.

LICENSOR

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: Rufus Williams
Rufus Williams, President

Date: September 23, 2008

Attest: Jocelyn Baux
Jocelyn Baux, Assistant Secretary

Approved as to Legal Form

Patrick J. Rocks
Patrick J. Rocks, General Counsel

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

LICENSEE

DENALI SPECTRUM OPERATIONS, LLC, a Delaware limited liability company

By: Denali Spectrum License, LLC
Its sole member

By: Denali Spectrum, LLC
Its sole member

By: Denali Spectrum Manager, LLC
Its manager

By: Doyon, Limited
Its manager

By: Brian Root
Brian Root
Its: Operations Manager

Date: 5/27/08

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST FIFTY-SIXTH STREET AND THE EAST LINE OF SOUTH NARRAGANSETT AVENUE; THENCE EASTERLY ALONG THE SAID SOUTH LINE OF WEST FIFTY-SIXTH STREET TO THE CENTER LINE OF SOUTH MOBILE AVENUE; THENCE SOUTHERLY ALONG THE SAID CENTER LINE OF SOUTH MOBILE AVENUE, A DISTANCE OF 158.50 FEET; THENCE WESTERLY AND PARALLEL TO THE SAID SOUTH LINE OF WEST FIFTY-SIXTH STREET TO THE SAID EAST LINE OF SOUTH NARRAGANSETT AVENUE; THENCE NORTHERLY ALONG THE SAID EAST LINE OF SOUTH NARRAGANSETT AVENUE, A DISTANCE OF 158.50 FEET TO THE POINT OF BEGINNING CONTAINING 100,129.20 SQUARE FEET ALL IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS;

ALSO

LOTS 6 TO 10, BOTH INCLUSIVE, IN BLOCK 4 IN FREDERICK H. BARTLETT'S GARFIELD RIDGE, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF THE WEST HALF OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE INDIANA HARBOR BELT RAILROAD (EXCEPT THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17) IN COOK COUNTY, ILLINOIS; AND THE EAST HALF OF VACATED SOUTH MOBILE AVENUE.

Common Address: Kinzie Elementary School
 5625 South Mobile Avenue
 Chicago, Illinois 60638

EXHIBIT "B"

SPACE PLAN AND LOCATION OF INSTALLATIONS

EXHIBIT "C"

RENEWAL TERM LICENSE FEE

<u>RENEWAL TERM</u>	<u>ANNUAL LICENSE FEE</u>
1 August 1, 2012-July 31, 2015	\$30,000.00
2 August 1, 2015-July 31, 2018	\$37,500.00
3 August 1, 2018-July 31, 2021	\$46,875.00
4 August 1, 2021-July 31, 2024	\$58,594.00