
REVOCABLE LICENSE AGREEMENT
(TELECOMMUNICATIONS)
BY AND BETWEEN

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, as Licensor

AND

SPRINTCOM, INC., a Kansas corporation, as Licensee

PROPERTY ADDRESS:

Harriet Beecher Stowe
3444 W. Wabansia Avenue
Chicago, Illinois 60647

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REVOCABLE LICENSE AGREEMENT

ARTICLE 1

Definitions of Terms Used in this Document

1.1 Licensor

Board of Education of the City of Chicago

1.2 Licensor's Address for Notices

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:

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

Harriet Beecher Stowe
3444 W. Wabansia Avenue
Chicago, Illinois 60647
Attention: Principal

1.3 Name & Address for Payment of License Fee

[Harriet Beecher Stowe
3444 W. Wabansia Avenue
Chicago, Illinois 60647
Attention: Principal

1.4 Licensee

SprintCom, Inc., a Kansas corporation

1.5 Licensee's Address for Notices

9801 W. Higgins, 2nd Floor
Rosemont, Illinois 60018

Telephone: (847) 384-2800
Telecopier: (847) 384-2853

with a copy to:

SprintCom, Inc.
1200 Main Street
Kansas City, Missouri 64105
Attention: Director-Network Real Estate

1.6 Building Address

Harriet Beecher Stowe
3444 W. Wabansia Avenue
Chicago, Illinois 60647
Attention: Principal

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

1.7 Commencement Date

June 1, 2002

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 payable annually

1.11 License

The non-exclusive right to install ("License") on the Smokestack ("Smokestack") of the Building no more than twelve (12) antennae (the "Antennae") and an equipment platform on the roof of the Building ("Roof") with dimensions no greater than ten (10) 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 Smokestack of the Building, the Antennae, and on the Roof, 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. On the anniversary of the Commencement Date of each year during the Term and during the Renewal Terms, if applicable, at the amounts set forth on Exhibit "C", Licensee shall pay the License Fee in advance in annual installments.

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. Prior to the Commencement Date, Licensee may enter upon the Land and into the Building, accompanied by a representative of Licensor and at times mutually convenient to Licensor and Licensee, for the purpose of examining the Land and the Building. Licensee shall indemnify, protect, defend and hold Licensor harmless from and against any and all loss, cost, damage, or claim resulting from such entry. Licensee hereby acknowledges that Licensee is familiar

with the condition of the Smokestack, Roof and Building and that Licensee is accepting the Smokestack, Roof and Building 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, install additional equipment or enclosures, provided that Licensee first obtains Licensor's written consent to such replacement installation ("Replacement Installation"), which consent shall not be unreasonably withheld, conditioned or delayed. At least forty five (45) days prior to the proposed Replacement Installation, Licensee shall deliver Drawings depicting the Replacement Installation to Licensor for review and approval. Within thirty (30) days after request therefor and receipt of invoices evidencing the costs, fees and expenses, 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, reasonably 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. Notwithstanding the foregoing, Licensee may, without first obtaining Licensor's consent, (a) replace Licensee's Equipment with equipment that has the same specifications as the equipment installed in the Initial Installation in the same location as the Initial Installation, or (b) make replacements to Licensee's Equipment located within any equipment enclosure; provided that such installations are in compliance with this License Agreement and applicable Laws, and further provided that Licensee delivers written notice to Licensor describing such installations within thirty (30) days after completion. Within thirty (30) 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.

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 (773-553-3335) 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 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 thirty (30) 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 ("Installation") and the elements of the Building that structurally support the Installation (collectively, "Structural Elements"). In the event either the Installation or 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 (or within a reasonable extended period of time if Licensee is working in good faith but unable to complete the repair within thirty (30) days), 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 commit Licensor to complete one (1) of the following options: (1) engage a Professional, at Licensor's expense, to issue an opinion as to the cause of the Defect; (2) repair the Licensor Defect; or (3) elect not to repair the Licensor Defect. In the event of (3), Licensee may elect to either (a) remedy the Licensor Defect at its own cost and expense; (b) continue to operate under the provisions of this Agreement, if possible, regardless of the unrepaired Licensor Defect; or (c) terminate this Agreement in accordance with the provisions of Section 10.1, by delivering written notice to Licensor within thirty (30) days after receipt of the Election Notice. In the event Licensor elects option (1) above, and 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 an undisputed 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 (or within a reasonable extended period of time if Licensee is working in good faith but unable to complete the repair within thirty (30) days), unless such Defect is reasonably determined by Licensor to constitute an emergency situation, in which event such Defect shall be remedied immediately. 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 either: (a) remedy the Licensor Defect; (b) continue to operate under the provisions of this Agreement, if possible, regardless of the unrepaired Licensor Defect; or (c) terminate this Agreement in accordance with the provisions of Section 10.1, by delivering written notice to Licensor within thirty (30) days thereafter.

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 on a proportionate basis with any other tenants or licensees, the presence of whom may have been the basis for the tax assessment, prior to the date on which such taxes 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, within thirty (30) days after Licensor provides documentation establishing that such increase was due to Licensee and/or Licensee's activities, for that part of such premiums attributable to Licensee or Licensee's activities. Licensee hereby acknowledges that a letter from the insurance company, broker or agent for Licensor stating that the increase was due to the presence of Licensee or Licensee's activities shall satisfy the foregoing requirement.

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 having an interest in the Land or in Licensor and designated by Licensor in writing to Licensee prior to the occurrence of such loss or damage (collectively, "Licensor's Parties").

D. **Insurance to be Maintained by Licensee.** Licensee shall, at its sole cost and expense, at all times during the Term (and any extensions thereof) obtain and pay for and maintain in full force and effect the following insurance policy or policies:

(i) **"All-Risk" Property Coverage.** "All Risk" property insurance on a replacement cost basis, covering all of the Licensee's Property (as defined in Section 10.1) and all improvements installed in or on the Building by, or on behalf of, Licensee in an amount not less than ninety percent (90%) of the full replacement cost of all such property. Licensor, "Globetrotters Engineering Corporation", and any other parties designated by Licensor in writing 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. 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) intentionally omitted; (iv) the Licensor and any other parties in interest identified in writing 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 in writing 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: (a) reasonably 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: (x) be issued by companies licensed to do business in the State of Illinois; (y) not be subject to cancellation or material change or non-renewal by the insurer without at least thirty (30) days' prior written notice to Licensor; and (z) at the sole option and discretion of the Licensor, include other appropriate endorsements or extensions of coverage as would be reasonably required of the Licensor by any other party having an interest in the Building. Certificates of insurance required pursuant to this Article shall be delivered to Licensor not less than ten (10) days prior to the Commencement Date. If Licensee fails to submit such policies or certificates to Licensor within the specified time, or otherwise fails to obtain and maintain insurance coverages in accordance with this Article then Licensor, at Licensor's sole option, may, but shall not be obligated to, procure such insurance on behalf of, and at the expense of, the Licensee, and if Licensor exercises such right and expends any funds to obtain such insurance, Licensee shall reimburse Licensor for such amounts upon demand, but in no event for more than the prorata premium for the period of non-compliance. 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 together with a completed and executed Economic Disclosure Statement by such Permitted Transferee, which Economic Disclosure Statement 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 if such default constitutes a health or safety issue and is cured within sixty (60) days from the date of Licensor's notice to Licensee, or is any other default and is cured within ninety (90) 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, provided, however, that Licensor shall be permitted to distrain personal property of Licensee, including fixtures that are the property of Licensee, only if Licensee fails to remove such property at the expiration or within thirty (30) days after the earlier termination, of the Term. 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 if such default constitutes a health or safety issue and an additional sixty (60) days with respect to any other type of default, from the

date of Licensor's notice to Licensee, 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 applicable cure period. 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. Within thirty (30) days after such termination, Licensee shall pay any and all costs and fees owed to Licensor pursuant to the terms of this Agreement and shall leave the Building and the Land in the condition required pursuant to Section 10.1 below.

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

ARTICLE 10 Termination, Surrender and Holdover

10.1 Removal of Equipment. Upon the expiration of this License Agreement, or within thirty (30) days after 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, reasonable wear and tear excepted. 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, 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 eighty (180) days' prior written notice to Licensee, provided, however, that Licensor shall not, for a period of one (1) year 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 ninety (90) 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.

10.4 Termination by Licensee. Licensee may terminate this License Agreement at any time prior to the Commencement Date without liability for the payment of the License Fees due hereunder other than as provided below in the event that Licensee presents written evidence to Licensor documenting Licensee's failure to obtain any necessary permits or other approval required from any governmental authority or any easements required from any third party. In such event, Licensee shall pay to Licensor, upon delivery of such notice, the Processing Fee (if not already paid), and all out of pocket expenses incurred by Licensor and/or the school. After the Commencement Date, Licensee may terminate this License Agreement upon delivery of thirty (30) days prior written notice to Licensor, in the event that (i) Licensor has defaulted and has failed to cure the default in accordance with Section 9.2 above (which termination shall be Licensee's sole remedy in the

event of Licensor's default), (ii) the Building is taken by eminent domain by any governmental authority, (iii) the Building is damaged by fire, storm or other casualty and Licensor elects not to repair or rebuild and Licensee determines that the Rooftop and/or Smokestack is no longer usable for its communications facilities, (iv) any license or permit necessary for Licensee's operation of its communications facilities is withdrawn, terminated or expires without fault on Licensee's part or (v) for any other reason within Licensee's sole discretion, provided, however, that any notice of termination pursuant to subsection (v) shall require the payment by Licensee of liquidated damages 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. Upon delivery of the notice together with the required documentation evidencing the reason for the termination or payment, if applicable, Licensee shall vacate the Premises on or prior to the date that is thirty (30) days after delivery of such notice in accordance with the provisions of Section 10.1 above and this License Agreement shall be deemed terminated and of no further force and effect as of such date. Other than in the event of Licensor's default, Licensee shall not receive a refund of License Fees paid in advance to Licensor under any circumstances.

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 (1 ½%) 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 11.9 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 at 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 Land and the Building shall not be exclusive and that Licensor shall use the Land and the Building 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 Land and the Building. 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 Land and the Building 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 Building Repairs; Temporary Relocation. In the event Licensor intends to make any repairs, modifications or improvements to the Smokestack, the Roof or any part of the Building (collectively, "Work") in the area of Licensee's Equipment, which Work will necessitate either: (a) workers coming into contact with Licensee's Equipment; or (b) the relocation of Licensee's Equipment, Licensor shall deliver written notice to Licensee ("Relocation Notice") describing the Work to be performed, the approximate commencement date of such Work, and whether Licensee's Equipment must be relocated to another location, which notice shall be delivered not less than forty five (45) days prior to the commencement of such Work. If necessary, Licensee shall, within thirty (30) days after receipt of such Relocation Notice, relocate Licensee's Equipment, at Licensor's direction, either to another location on the Roof, to another piece of equipment on the Land, or to a crane or antenna cell site on wheels ("COW") brought to the property by Licensee. The employees, representatives and contractors of Licensee and Licensor shall work together in good faith to minimize, on the one hand, the disruption to Licensee's Equipment, and, on the other hand, the disruption to the Work. In no event shall Licensor or its employees, representatives or contractors be permitted to remove or handle Licensee's Equipment during the performance of the Work.

11.14 Permanent Relocation. In the event that Licensor's use of the Building so requires ("Licensor's Relocation"), or to accommodate the interests of a third party ("Third Party Relocation"), Licensor may change the location of 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. A Licensor Relocation shall not occur more than once during the Initial Term and once during each Renewal Term and a Third Party Relocation shall not occur more than once during the entire Term of this Agreement. Licensor shall give Licensee no less than one hundred and twenty (120) days' prior written notice of Licensor's exercise of its relocation right under this Section 11.14. Licensee shall cooperate with Licensor, in all reasonable respects, so as to facilitate Licensee's relocation to the New Location. In the event the New Location is required due to a Licensor Relocation and is not acceptable to Licensee, Licensee may terminate this License Agreement by delivering thirty (30) days' written notice to Licensor. In the event of such termination, Licensee shall not be required to pay a termination fee to Licensor, but shall not receive a refund of any License Fee previously paid to Licensor. In the event of a Third Party Relocation, Licensee shall not be required to relocate Licensee's Equipment to the New Location without the Third Party's written agreement to reimburse Licensee for all costs related to such relocation and Licensee shall have the right to reject such Third Party Relocation if the New Location is unacceptable to Licensee in Licensee's reasonable discretion.

11.15 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.

11.16 Time. Time is of the essence of this License Agreement.

11.17 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.

11.18 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.

11.19 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, and as amended (97-1119-PO1) is hereby incorporated into and made part of the License Agreement as if fully set forth herein.

11.20 Ethics Code. The Board of Education Ethics Code (95-0927-RU3) adopted September 27, 1995 and as amended November 19, 1997 (97-1119-PO1), and as amended (99-0728-PO1) is hereby incorporated into and made a part of this License Agreement as if fully set forth herein.

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

LICENSOR

LICENSEE

BOARD OF EDUCATION OF THE CITY OF CHICAGO

SPRINTCOM, INC., a Kansas corporation

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

By: Michael S. Romesburg
MICHAEL S. ROMESBURG

Date: June 7, 2002

Its: DIRECTOR OF SITE DEVELOPMENT

Attest: Sharon M. Revello
Sharon Revello, Secretary

Date: 6-5-02

Approved as to Legal Form ^{HW}
Marilyn F. Johnson
Marilyn F. Johnson, General Counsel

Board Report No. 96-0327-OP6-#

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

THE SOUTH 7.35 FEET OF LOT 1 AND LOTS 2 TO 24 BOTH INCLUSIVE IN JOHN G. WESTMORE'S RESUBDIVISION OF BLOCK 16 AND THE WEST HALF OF BLOCK 15 IN SIMON SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT "C"

RENEWAL TERM LICENSE FEE

<u>RENEWAL TERM</u>	<u>LICENSE FEE</u>
1	\$30,000.00
2	\$37,500.00
3	\$46,875.00
4	\$58,594.00

EXHIBIT "D"

DISCLOSURE AFFIDAVIT

(Submitted Under Separate Cover)