
REVOCABLE LICENSE AGREEMENT
("Agreement")
BY AND BETWEEN

Board of Education of the City of Chicago, as Licensor

AND

T-Mobile Central LLC, a Delaware limited liability company, as Licensee

PROPERTY ADDRESS:

Wentworth Elementary School
6950 South Sangamon Street
Chicago, Illinois 60621

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ARTICLE

(the "Land")

Defined Terms

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
Real Estate Department
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
Attention: Director of Real Estate
Telephone: (773) 553-2950
Fax: (773) 553-2951

with a copy to:

Board of Education of the City of Chicago
One North Dearborn, 9th Floor
Chicago, Illinois 60602
Attention: General Counsel
Telephone: (773) 553-1700
Fax: (773) 553-1701

1.3 Name & Address for Payment

Board of Education of the City of Chicago
One North Dearborn, 2nd Floor
Chicago, Illinois 60602
Attention: Finance

1.4 Licensee

T-Mobile Central LLC
12920 SE 38th Street
Bellevue, Washington 98006
Attention: Lease Compliance
T-Mobile Site ID: CH42418A

1.5 Licensee's Address for Notices

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attention: Lease Compliance
T-Mobile Site ID: CH42418A

1.6 Building Address

Wentworth Elementary School
6950 South Sangamon Street
Chicago, Illinois 60621

1.7 Commencement Date

December 1, 2019

1.8 Initial Term

Five (5) years

1.9 Renewal Terms

Three (3) Five (5) year Renewal Terms as described in Section 2.

1.10 Initial License Fee

\$ 48,000

1.11 License

The non-exclusive right to install ("License") , for the transmission and reception of communications signals, no more than nine (9) antennas and one E911 antenna ("Antennas") in three (3) sectors on the smokestack of the Building ("Smokestack"), and on the roof level, an equipment platform with dimensions no greater than twenty one feet, one inch (21'1") by twenty one feet, two inches (21'2") ("Platform"), on which Licensee has installed 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"), a site plan of which Drawings are attached as Exhibit "A", and no other rights or purposes whatsoever. The Antennas, Equipment Cabinets, Platform and Cable Runs shall be collectively referred to as "Licensee's Equipment."

ARTICLE 2

Term

2.1 Initial Term. Licensor hereby continues to license to Licensee and Licensee hereby continues to license from Licensor, upon and subject to the terms, covenants, and conditions of this Agreement during the Initial Term the non-exclusive right to maintain the Antennas installed on the Smokestack and the Equipment Platform, the Cable Runs and the Equipment Cabinets (collectively, "Licensee's Equipment") in accordance with the provisions of this Agreement.

2.2 Renewal Terms. THE INITIAL TERM OF THIS AGREEMENT SHALL BE AUTOMATICALLY RENEWABLE FOR THREE (3) ADDITIONAL TERMS OF FIVE (5) YEARS EACH (THE "RENEWAL TERMS") AT THE LICENSE FEE STATED IN EXHIBIT "B" AND OTHERWISE UPON THE SAME TERMS AND CONDITIONS STATED IN THIS AGREEMENT. IF LICENSEE DOES NOT DESIRE TO RENEW ANY TERM OF THIS AGREEMENT, LICENSEE SHALL DELIVER WRITTEN NOTICE TO LICENSOR AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM, WHEREUPON THE AGREEMENT SHALL EXPIRE UPON THE EXPIRATION OF THE THEN CURRENT TERM.

ARTICLE 3

Payments

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 and Administrative Payment. On or before the Commencement Date, Licensee shall pay Licensor the License payment for the first twelve (12) full calendar months of the Term and an administrative payment in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), which payments shall be sent to the Licensor (See Section 1.3).

3.3 Subsequent Annual License Payments. Licensee shall pay the License payment 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 "B".

3.4 Location for Payment. The License payment shall be paid to the entity at the Address for Payment (as set forth in Section 1.3) and shall be identified by school name and as "License Payment." Licensor may from time to time designate in writing to Licensee another person, firm or place for payment and shall do so at least forty-five (45) days in advance of a payment date.

ARTICLE 4

Use

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/IEEE 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, including, but not limited to, the health and safety guidelines with respect to radio frequency emissions, or the requirements of any applicable insurance bodies (collectively, "Laws"); or c) interfere with the use and enjoyment of the Building by other occupants or users of the Building, as determined by Licensor in Licensor's reasonable judgment. In addition, Licensee shall comply with the requirements of all applicable state, county and municipal codes, including, but not limited to, Section 13-96-840 of the City of Chicago Municipal Code with respect to the obligation to cause a professional examination of the exposed metal structural erected by Licensee and corresponding reporting and payment requirements to the Chicago Building Commissioner.

ARTICLE 5

Condition

5.1 Condition. Licensee hereby acknowledges that Licensee is familiar with the condition of the Building, the roof and the parapet walls, and that Licensor is making no repairs, replacements or improvements of any kind to same in connection with, or in consideration of, this Agreement, and that Licensee is accepting same in an "as-is" condition. Licensor has no obligation to repair, maintain or replace the any of the foregoing 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. Pursuant to that certain Revocable License Agreement, dated December 30, 2003 ("Prior Agreement"), executed by and between Licensor and Licensee, as amended, Licensee installed Licensee's Equipment in the locations described in Exhibit "A". Licensee hereby represents that Licensee's Equipment was installed in compliance with the Prior Agreement and the Laws (the "Initial Installation"). Licensee may from time to time replace Licensee's Equipment with new items with the same specifications as the original Licensee's Equipment (the "Replacement Installation"), provided that Drawings identifying the new equipment and locations are submitted to Licensor for review and approval at least forty-five (45) days prior to installation, and such Replacement Installation is otherwise in compliance with this Agreement and applicable Laws. In the event the Replacement Installation involves modifying or replacing radio frequency emission producing equipment, Licensee shall submit an updated radio frequency emissions study to Licensor to evidence the anticipated total radio frequency emission output. Any installation not completed within one hundred and eighty (180) 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 request therefor, Licensee shall pay to Licensor a fee that is the greater of: (a) all costs, fees (including those of outside consultants, architects, engineers and lawyers) and expenses, including, but not limited to, labor and materials, incurred by Licensor in connection with Licensor's withholding or granting of its approval of the list of Licensee's Equipment and any Replacement Installation; and (b) Five Thousand Dollars (\$5,000.00). Licensee's failure to timely pay such amounts shall constitute a default pursuant to the terms of this Agreement. Licensor's approval of Licensee's Equipment and inspections of Licensee's Installations (whether Initial or any Replacement Installation) shall not release Licensee from any of Licensee's liabilities and responsibilities with respect to same. Within thirty (30) days after the completion of any Installation, Licensee shall deliver "As-Built Drawings" of the areas in which Licensee's Equipment has been installed, certified and sealed by a Professional, to Licensor. In the event the "As-Built Drawings" differ in any respect from the Drawings previously submitted to and approved by Licensor, Licensee shall remedy such differences to the satisfaction of Licensor. Licensee's failure to timely submit the "As-Built Drawings" or to remedy any differences shall constitute a default pursuant to the terms of this Agreement. Routine maintenance and repairs shall not be deemed a "Replacement Installation." Provided that Licensee is not in default, Licensee's Equipment shall remain the exclusive property of Licensee and shall not be considered fixtures. Licensee, at its expense, shall use any and all reasonable means, subject to Licensor's review and direction, to control, secure or restrict access to Licensee's Equipment.

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 the Licensor's Real Estate Department (hereinafter, the "Representatives"). Upon receipt of prior written approval of such Representatives, Licensee's Workers may enter the Land only between the hours of 6:00 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 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 anniversary date 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 the 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 Installation or the Structural Elements are not certified to be in good condition, Licensee shall remedy such defect or condition attributable to Licensee's equipment, inactions or actions at the Property (collectively "Defect") within sixty (60) 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 or Natural 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 Licensor elects option (3), Licensee may elect to 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 the Professionals engaged by Licensor and Licensee 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, 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 fingerprint-based criminal background investigation and a Statewide Sex Offender Database check of all of Licensee's workers who may have direct, daily contact with the pupils in any school. Licensee shall not assign to the work at any school any employee convicted of the offenses listed in the Illinois School Code or those for whom a