

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 who may have direct weekly contact with pupils in 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.

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 reimburse Licensor for the full amount of such taxes within thirty (30) days after written request therefore.

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 Agreement, or resulting from or arising out of the use and occupancy of the Land 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 Land, 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 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 Agreement, the premiums on Licensor's insurance or self-insurance on the Land, Building and/or property therein shall be higher than they otherwise would be, Licensee shall reimburse Licensor, on demand, for that part of such premiums attributable to 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 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 Premises 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

(ii) **Liability Coverage.** Commercial general public liability and commercial automobile liability and, if necessary to comply with any conditions of this Agreement, umbrella liability insurance covering Licensee against any claims arising out of liability for bodily injury and death and personal injury and advertising injury and property damage occurring in and about the Building and otherwise resulting from any acts and operations of Licensee, its agents and employees, with limits of not less than total limits of \$1,000,000.00 per occurrence and \$3,000,000.00 annual general aggregate, per location,. Such insurance shall include, inter alia: (i) "occurrence" rather than "claims made" policy forms unless such "occurrence" policy forms are not available; (ii) any and all liability assumed by the Licensee under the terms of this Agreement or otherwise, to the extent such insurance is available; (iii) medical-operations expenses in an amount not less than \$5,000.00 per person, per accident; (iv) the Licensor and any other parties designated by Licensor shall be designated as additional insureds; and (v) severability of insured parties and cross-liability so that the protection of such insurance shall be afforded to the Licensor in the same manner as if separate policies had been issued to each of the insured parties. Licensor 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 \$500,000.00.

(iv) **Other Requirements.** Such other policy or policies as would be either: (i) required of the Licensor by any party having an interest in the Building; or, (ii) deemed reasonably necessary by Licensor. All insurance policies required under this Article shall: (1) be issued by companies licensed to do business in the State of Illinois and acceptable to Licensor and any other party having an interest in the Building and with an A-VII or better rating per A.M. Best; (2) not be subject to cancellation or non-renewal without at least thirty (30) days' prior written notice to Licensor and any other parties designated by Licensor (A) to be additional insured(s) under the insurance policies required from Licensee (except Workers' compensation, employers liability or property insurance policies), or (B) to receive such notices; (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 at the following address: Board of Education Risk Management, 42 W. Madison, 2nd Floor, Chicago, Illinois 60602 or to: riskmanagement@cps.edu, 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 Agreement.

ARTICLE 8 Assignment

Licensee shall not sublease, assign, transfer or convey any of Licensee's interests in this 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 release Licensee from Licensee's obligations under this Agreement except with respect to those obligations that survive the expiration or termination of this Agreement. 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 interests in this Agreement to its parent company, any subsidiary or affiliate of 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, and such Related Party or any third party shall execute documentation evidencing agreement to be bound by the terms of this 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 Agreement by Licensee: (a) if Licensee fails to pay any payment 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 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 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 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 Agreement upon delivery of written notice to Licensee and Licensee shall be required to remove Licensee's Property from the Building and Land within thirty (30) days thereafter. 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.

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 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 Agreement, or within thirty (30) days after its earlier termination or cancellation for any reason (the "Removal Period"), Licensee shall, at its sole expense, remove from the Building all of Licensee's Equipment and any transmission lines, cables, other personal property or 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. Prior to the expiration of the Removal Period, Licensee's Property shall not be deemed to be a fixture of the Building. Any other items of Licensee's Property that shall remain on the Land after the expiration of the Removal Period, 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 and Licensee. In addition to any other termination rights and remedies available to Licensor pursuant to the terms of this Agreement, if the Building is not used by Licensor as a school or ceases to be the property of **The City of Chicago In Trust for the Use of Schools** or the Public Building Commission, Licensor may terminate this Agreement at any time upon One Hundred and Eighty (180) days' prior written notice to Licensee. 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 Agreement, 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. In addition to the foregoing, Licensor may terminate this Agreement at any time during the Initial Term or any of the Renewal Terms upon providing twenty-four (24) months' prior written notice to Licensee. Licensee may terminate this Agreement by providing eighteen (18) months' prior written notice to Licensor, and paying an additional fee of one (1) year of the annual payment as a termination fee.

10.3 Holdover. If Licensee remains in possession after the expiration of the Term or after any earlier termination of this Agreement or of the Licensee's right to possession: (a) Licensee shall be deemed a Licensee at will; (b) Licensee shall pay one hundred and fifty percent (150%) of the annual 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 Agreement; and c) there shall be no renewal or extension of this Agreement by operation of law. The provisions of this Article shall not constitute a waiver by Licensor of any re-entry rights of Licensor provided hereunder or by law.

ARTICLE 11

Miscellaneous

11.1 Notices. All notices, requests and other writings required under this 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 Premises as contemplated in this Agreement.

11.3 Agreement Construction. This Agreement shall be construed in accordance with the laws of the State of Illinois. In the event that any provisions of this Agreement are legally unenforceable, the other provisions shall

remain in effect. All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Agreement by Licensee to Licensor shall not constitute an offer unless the Agreement has been signed by Licensee, and this Agreement shall not be binding until executed by both Licensor and Licensee.

11.4 Successors. Subject to the provisions regarding assignment, this 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 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 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 payments have 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 Agreement and, if so, specifying each default and whether there are any counterclaims.

11.6 Non-Waiver. The waiver by Licensor or Licensee of any term, covenant or condition contained in this 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 Agreement. The subsequent acceptance of any payment under this 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 Agreement, other than the failure of the Licensee to pay the particular license payment so accepted, regardless of Licensor's knowledge of such preceding default at the time of the acceptance of such payment. Licensor's failure to insist upon the performance or the strict performance of any provision of this Agreement, or to exercise any election contained in this 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 annual payment or any sum due from Licensee shall not be received by Licensor or Licensor's designee within fifteen (15) days after said amount is due, Licensee shall pay to Licensor a late charge, equal to: (a) the lesser of one and one half percent (1½%) of such overdue amount on a monthly basis, or eighteen percent (18%) of such overdue amount on an annual basis; or (b) the maximum amount permitted by law, plus any attorneys' fees incurred by Licensor by reason of Licensee's failure to pay the annual license payment 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 Agreement or by law.

11.8 Recording. Licensee shall not record or file this Agreement or a memorandum of this Agreement, or any part thereof, 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, that is in violation of applicable environmental laws or regulations and the Licensee's failure to comply with the provisions of this Section 11.9 shall constitute a default under this 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 11.9, 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. Licensee shall not have any liability to Licensor for any Hazardous Materials

that Licensee or Licensee's Representatives have not disturbed or brought onto the Property. Without limiting any other indemnifications or remedies granted to Licensor under this 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 Agreement and shall be co-extensive with the other indemnification and hold harmless rights of Licensor under this Agreement. Notwithstanding the foregoing, Licensee may use sealed batteries for emergency back-up, a fire suppression system and small quantities of cleaning products ordinarily used by commercial businesses by Licensee, Licensee's agents, employees, contractors or invitees without Licensor's prior written consent.

11.10 Broadcast Interference. As used in this 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 parapet walls shall not be exclusive and that Licensor shall use the parapet 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 same. 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 or lease the use of space to others 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 Agreement with any others.

11.13 Relocation. Licensor may, at any time during the Term, change the location of the Licensee's Equipment on Exhibit "A" 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 use good faith reasonable efforts to provide Licensee with 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. Licensor shall cooperate with Licensee to find a temporary alternative space to place temporary transmission and reception facilities on the Property, it being understood and agreed that the use of such alternative space shall be governed by all the terms and conditions of this Agreement, including, but not limited to, the obligation to pay the license payment.

11.14 Entry. Licensee hereby acknowledges that Licensee and any sublicensees or assignees ("Licensee's Parties") shall comply with the terms of 105 ILCS 5/34-18.5) 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 Agreement.

11.16 Inspector General. Each party to this 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 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.

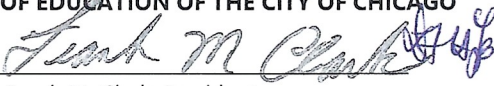
11.18 Indebtedness Policy. The Board of Education Indebtedness Policy (96-0626-PO3) adopted June 26, 1996, as amended from time to time, is hereby incorporated into and made part of the Agreement as if fully set forth herein.


11.19 Ethics Code. The Board of Education Ethics Code (11-0525-POZ) adopted May 25, 2011, as amended from time to time, is hereby incorporated into and made a part of this Agreement as if fully set forth herein.

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

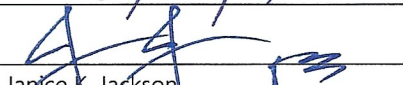
LICENSOR


BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: 
Frank M. Clark, President

Attest:  5/22/19
Estela G. Beltran, Secretary

Date: 5/22/19


By: 
Janice K. Jackson
Chief Executive Officer

Approved as to Legal Form
By: 
Joseph T. Moriarty, General Counsel

Board Report No: 15-0422-OP1-81

LICENSEE

T-Mobile Central LLC, a Delaware limited liability company

By: 

Its: Vice President CFP

Date: 5/2/19

Kelly Dunham 417119
T-Mobile Contract Attorney, as to form