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REVOCABLE LICENSE AGREEMENT

(TELECOMMUNICATIONS)
BY AND BETWEEN

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

AND

VoiceStream GSM I Operating Company, L.L.C., a Delaware limited liability company

PROPERTY ADDRESS:

Mary Lyon School
2941 N. McVicker Avenue
Chicago, Illinois 60634

Original Term: 11/1/03 - 10/31/07
4-3 year automatic renewals through
10/31/19

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REVOCABLE LICENSE AGREEMENT

ARTICLE 1
Definitions of Terms Used in this Document

1.1 Licensor

The Board of Education of the City of Chicago

1.2 Licensor's Address for Notices

The Board of Education of the City of Chicago
Bureau of Real Estate Management
125 S. Clark, 16th Floor
Chicago, Illinois 60603
Attention: Director of Real Estate
Telephone: (773) 553-2950
Telecopier: (773) 553-2951

with a copy to:

The Board of Education of the City of Chicago
125 S. Clark, 7th Floor
Chicago, Illinois 60603
Attention: Attorney
Telephone: (773) 553-1700
Telecopier: (773) 553-1701

Mary Lyon School
2941 N. McVicker Avenue
Chicago, Illinois 60634
Attention: Principal

1.3 Name & Address for Payment of License Fee

Mary Lyon School
2941 N. McVicker Avenue
Chicago, Illinois 60634
Attention: Principal

1.4 Licensee

VoiceStream GSM I Operating Company, L.L.C.,
a Delaware limited liability company
Suite 100
8550 West Bryn Mawr Avenue
Chicago, Illinois 60631

1.5 Licensee's Address for Notices

T-Mobile/Voice Stream Wireless
12920 SE 38th Street
Bellevue, Washington 98006
Attention: PCS Lease Administrator

with a copy to:
T-Mobile/Voice Stream Wireless
12920 SE 38th Street
Bellevue, Washington 98006
Attention: Legal Department

VoiceStream GSM I Operating Company, L.L.C.
8550 West Bryn Mawr Avenue, Suite 100
Chicago, Illinois 60631
Attention: Lease Administration Manager
Telephone: (773) 444-5400
Telecopier: (773) 444-5500

1.6 Building Address

Mary Lyon School
2941 N. McVicker Avenue
Chicago, Illinois 60634

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

1.7 Commencement Date

November 1, 2003

1.8 Initial Term

Four (4) years

1.9 Term

The Initial Term and Renewal Terms as described in Section 2.

1.10 Initial License Fee

$ 24,000.00 payable annually

1.11 License

The non-exclusive right to install ("License") on the Smokestack and/or the Roof of the Building ("Roof"): (a) twelve (12) antennae and one (1) E911 antenna (collectively, "Antennae"); and (b) an equipment platform 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 Roof of the Building, the Skids, the Antennae, the Platform, the Cable Runs and the Equipment Cabinets (collectively, "Licensee's Equipment") in accordance with the provisions of this Agreement.

2.2. **Three Year Renewal Terms.** THE INITIAL TERM OF THIS LICENSE AGREEMENT SHALL BE AUTOMATICALLY RENEWABLE FOR FOUR (4) ADDITIONAL TERMS OF THREE (3) YEARS EACH (THE "RENEWAL TERMS") AT THE LICENSE FEE STATED IN EXHIBIT "C" AND OTHERWISE UPON THE SAME TERMS AND CONDITIONS STATED IN THIS LICENSE AGREEMENT. IF LICENSEE DOES NOT DESIRE TO RENEW ANY TERM OF THIS LICENSE AGREEMENT, LICENSEE SHALL DELIVER WRITTEN NOTICE TO LICENSOR AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM, WHEREUPON THE LICENSE AGREEMENT SHALL EXPIRE UPON THE EXPIRATION OF THE THEN CURRENT TERM.

ARTICLE 3
License Fee

3.1 **Payment.** Licensee shall pay the License Fee to Licensor promptly when due, without notice or demand therefore, and without any abatement, deduction or setoff for any reason whatsoever.

3.2 **First License Fee Payment and Processing Fee.** Upon execution of this License Agreement by Licensee, Licensee shall pay Licensor the License Fee for the first twelve (12) full calendar months of the Initial Term and a Processing Fee in the amount of six (6) months' License Fee.

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

3.4 **Location for Payment.** The License Fee shall be paid to Licensor at the Address for Payment of License Fee (Section 1.3) or to another person, firm or place that the Licensor may from time to time designate in writing at least forty-five (45) days in advance of a License Fee payment date.

ARTICLE 4
Use of License

4.1 **Permitted Use.** Licensee shall use the License for lawful telecommunications purposes in accordance with all applicable federal, state and local rules and regulations including, but not limited to, FCC regulation ANSI/IEE Guideline C95.1-1991 (or any successor provision thereto) and for no other purpose whatsoever.

4.2 **No Violations.** Licensee shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Building, or do or permit anything to be done in the Building, in any manner that may (a) cause, or be liable to cause, injury to the Land, the Building or any equipment, facilities or systems therein; (b) constitute a violation of the laws, codes and requirements of any public authority or the requirements of any applicable insurance bodies (collectively, "Laws"); or (c) annoy or inconvenience other occupants or users of the Building, as determined by Licensor in Licensor's reasonable judgment.

ARTICLE 5
Condition

5.1 **Condition.** Licensee hereby acknowledges that Licensee is familiar with the condition of the Building and the Roof, and that Licensor is making no repairs, replacements or improvements of any kind to Building or the Roof in connection with, or in consideration of, this License Agreement, and that Licensee is accepting the Building and the Roof in

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

5.2 **Installations.** As of the Commencement Date, Licensee may install Licensee's Equipment in the locations described in Exhibit "B" provided that such installations are in compliance with this License Agreement and the Laws (the "Initial Installation"). Licensee may from time to time replace Licensee's Equipment with new items with the same specifications as the original Licensee's Equipment (the "Replacement Installation"), provided that Drawings identifying the new equipment and locations are submitted to Licensor for review and approval at least forty five (45) days prior to installation, and such Replacement Installation is otherwise in compliance with this License Agreement and applicable Laws. Any installation not completed within ninety (90) days after the Commencement Date shall be deemed a Replacement Installation. Licensor shall not unreasonably withhold, delay or condition such approval. Within five (5) days after 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, the Initial Installation and any Replacement Installation; and (b) Three Thousand Five Hundred Dollars ($3,500.00). Licensee's failure to timely pay such amounts shall constitute a default pursuant to the terms of this License Agreement. Licensor's approval of Licensee's Equipment and inspections of Licensee's Installations (whether Initial or any Replacement Installation) shall not release Licensee from any of Licensee's liabilities and responsibilities with respect to same. Within 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 Land for any purpose without the prior written consent of: (a) the school principal or the principal's designee; and (b) an employee of Licensor's Bureau of Real Estate Management (hereinafter, the "Representatives"). Upon receipt of prior written consent of the Representatives, Licensee may enter the Land only between the hours of 9:00 a.m. and 3:00 p.m. ("Working Hours"). In the event that Licensee requires access to the Land for emergency purposes during hours other than Working Hours, Licensee shall either arrange to do so ahead of the time and obtain appropriate written consents of the Representatives or contact the Chicago Public Schools Safety and Security (773- 553-3335) to obtain the name and after Working Hours telephone number of the custodian of the school, which custodian will serve as an escort for access to the Land. In either event, any access to the Land during other than Working Hours requires the presence of a custodian of the school, the charge for which services is currently One Hundred Dollars ($100.00) per hour, and which, at all times throughout the Term and the Renewal Terms, if any, shall be paid by Licensee. Licensor may, from time to time, in Licensor's sole discretion, increase the charge for escort services and Licensee shall pay such increased amount within ten (10) days after receipt of an invoice therefor.

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

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

ARTICLE 6
Taxes, Indemnification and Insurance

6.1 **Taxes.** Licensee shall be solely responsible for and shall timely pay all license, leasehold and personal property taxes levied and assessed against it or its personal property. If for any reason taxes are assessed against the Building or the Land due to Licensee's occupancy at the Building, upon receipt of evidence that such taxes have been assessed due to Licensee's occupancy, Licensee shall reimburse Licensor for the full amount of such taxes.

6.2 **Indemnification.** Licensee hereby agrees to indemnify, defend, protect and hold Licensor, Public Building Commission of Chicago, their respective agents, employees, and invitees ("Indemnitees") harmless from and against any claim of liability or loss from personal injury or property damage in connection with the License, any violation of any provision of this License Agreement, or resulting from or arising out of the use and occupancy of the Roof by the Licensee, its agents, employees and invitees, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the Licensor, its agents, employees or invitees.

6.3 **Insurance.**

A. **Licensee Activities.** Licensee shall not violate, or permit the violation of, any condition imposed by any insurance policy issued in respect of the Building of which Licensee has received written notice, and shall not do, or permit anything to be done, or keep or permit anything to be kept on the Roof, which would (a) subject the Indemnitees to any liability or responsibility for personal injury or death or property damage; (b) which would increase any insurance rate in respect of the Building or the property therein over the rate which would otherwise then be in effect; (c) which would result in insurance companies of good standing refusing to insure 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, upon receipt of written evidence regarding same, for that part of such premiums attributable to such failure on the part of Licensee.

C. **Waiver of Right of Recovery.** Neither Licensor nor Licensee shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to the Building, and structure or other tangible property located on or in the Building, or any resulting loss of income, or losses under workers' compensation laws and benefits, despite the fact that such loss or damage might have been occasioned by the negligence of such party, its agents or employees, provided that any such loss or damage is covered by insurance benefitting the party suffering such loss or damage or was required to be covered by insurance pursuant to this License Agreement. Licensor and Licensee shall secure an appropriate clause in, or an endorsement upon, each insurance policy obtained by it and covering or applicable to the License and the personal property and fixtures located in or on the Building pursuant to which the insurance company consents to such waiver of right of recovery. The waiver of right of recovery set forth above in this Section 6.3 (C) shall extend to Licensor, Licensee, and their respective agents and employees, and other parties designated by Licensor (collectively, "Licensor's Parties").

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

(i) **"All-Risk" Property Coverage**. "All Risk" property insurance on a replacement cost basis, covering all of the Licensee's Property (as defined in Section 10.1) and all improvements installed in or on the Building by, or on behalf of, Licensee in an amount not less than ninety percent (90%) of the full replacement cost of all such property, with a deductible of no more than $10,000.00 per loss. Licensor, "Globetrotters Engineering Corporation", and any other parties designated by Licensor shall be included as additional insureds.

(ii) **Liability Coverage.** Commercial general public liability and comprehensive automobile liability and, if necessary to comply with any conditions of this License Agreement, umbrella liability insurance covering Licensee against any claims arising out of liability for bodily injury and death and personal injury and advertising injury and property damage occurring in and about the Building and otherwise resulting from any acts and operations of Licensee, its agents and employees, with limits of not less than total limits of $1,000,000.00 per occurrence and $3,000,000.00 annual general aggregate, per location, and a deductible of not more than $10,000.00 per occurrence. Such insurance shall include, inter alia: (i) "occurrence" rather than "claims made" policy forms unless such "occurrence" policy forms are not available; (ii) any and all liability assumed by the Licensee under the terms of this License Agreement or otherwise, to the extent such insurance is available; (iii) medical-operations expenses in an amount not less than $5,000.00 per person, per accident; (iv) the Indemnitees and any other parties designated by Licensor shall be designated as additional insureds; and (v) severability of insured parties and cross-liability so that the protection of such insurance shall be afforded to the Indemnitees in the same manner as if separate policies had been issued to each of the insured parties. Licensor, "Globetrotters Engineering Corporation", and any other parties designated by Licensor shall be included as additional insureds.

(iii) **Workers' Compensation Coverage.** Workers' compensation with limits as required by law and employer's liability insurance with minimum limits of $100,000.00.

(iv) **Other Requirements.** Such other policy or policies as would be either: (A) required of the Licensor by any party having an interest in the Building; or, (B) deemed reasonably necessary by Licensor. All insurance policies required under this Article shall: (1) be issued by companies licensed to do business in the State of Illinois and acceptable to Licensor and any other party having any interest in the Building; (2) not be subject to cancellation, reduction in coverage amount or non-renewal without at least thirty (30) days' prior written notice to Licensor and any other parties designated by Licensor (A) to be loss payee(s) or additional insured(s) under the insurance policies required from Licensee, or (B) to receive such notices; and (3) at the sole option and discretion of the Licensor, include other appropriate endorsements or extensions of coverage as would be required of the Licensor by any other party having an interest in the Building. Certificates of insurance required pursuant to this Article shall be delivered to Licensor not less than ten (10) days prior to the Commencement Date. If Licensee fails to submit such policies or certificates to Licensor within the specified time, or otherwise fails to obtain and maintain insurance coverages in accordance with this Article then Licensor, at Licensor's sole option, may, but shall not be obligated to, procure such insurance on behalf of, and at the expense of, the Licensee, and if Licensor exercises such right and expends any funds to obtain such insurance, Licensee shall reimburse Licensor for such amounts upon demand. Such a failure shall constitute default hereunder, and such default shall not be cured by Licensor's election to procure insurance on Licensee's behalf.

ARTICLE 7
Representations

Licensor and Licensee represent to the other that each has full authority to execute and deliver and to perform their respective obligations pursuant to the terms of this License Agreement. 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. Licensee shall pay all of Licensor's fees, costs and expenses (including, but not limited to, fees of counsel) incurred

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

ARTICLE 9
Default

9.1 By Licensee. The occurrence of any one or more of the following events shall constitute a default of this License Agreement by Licensee: (a) if Licensee fails to pay any License Fee or any other charges required to be paid by Licensee within fifteen (15) days after the date due under this License Agreement; or (b) if Licensee fails to promptly and fully perform any other covenant, condition or agreement contained in this License Agreement and such failure continues for thirty (30) days after written notice thereof from Licensor to Licensee; provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Licensee shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and proceeds diligently thereafter to complete such cure, and provided further that such default is cured within sixty (60) days from the date of Licensor's notice to Licensee; or (c) if a writ of attachment or execution is levied on this License Agreement, on any other agreement between Licensor and Licensee, or on any of Licensee's property that is not vacated or dismissed within forty-five (45) days from the issuance thereof; or (d) if Licensee makes a general assignment for the benefit of creditors, which assignment is exercised by such creditor(s); or (e) If Licensee files a voluntary petition for relief or if a petition against Licensee in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Licensee or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or (f) if, in any proceeding or action in which Licensee is a party, a trustee, or receiver, agent or custodian is appointed to take charge of Licensee's property (or has the authority to do so) for the purpose of enforcing a lien against Licensee's property. In the event of default under this License Agreement by Licensee, Licensor shall be entitled to pursue any and all remedies against Licensee as shall then be provided by law. Licensor shall deliver written notice of default to Licensee and Licensee shall cure all monetary defaults within fifteen (15) days after delivery of written notice and shall cure all non-monetary defaults (other than an emergency in which event such default shall be cured on an emergency basis) within thirty (30) days after delivery of written notice, provided, however, that if Licensee is diligently pursuing cure of a non-monetary default and the default cannot be cured within thirty (30) days, then Licensee shall have an additional thirty (30) days in which to cure such default, during which cure period no remedy shall be pursued. If Licensee fails to cure a default, in addition to any and all other remedies available to Licensor, Licensor may elect to cure such default, at Licensee's sole cost and expense, without notice in the event of an emergency and in any other case only if such default continues after the expiration of the thirty (30) days from the date Licensor gives Licensee notice of the default. In the event of default by Licensee, Licensor, in addition to all other rights and remedies at law or in equity, may terminate this License Agreement upon delivery of written notice to Licensee and Licensee shall be required to remove Licensee's Property from the Building and Land within three (3) days thereafter. Within three (3) days after such termination, Licensee shall pay any and all costs and fees owed to Licensor pursuant to the terms of this Agreement and shall leave the Building and the Land in the condition required pursuant to Section 10.1 below.

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

ARTICLE 10
Termination, Surrender and Holdover

10.1 Removal of Equipment. Upon the expiration of this License Agreement, or its earlier termination or cancellation for any reason, Licensee shall, at its sole expense, remove from the Building all of its antennae, equipment, fixtures, transmission lines, cables, other personal property and other improvements [collectively, the "Licensee's Property"], and Licensee shall repair any damage to the Building or the Land resulting from any installation and/or removal of Licensee's Property. Any other items of Licensee's Property that shall remain at the Property after the expiration or following an earlier termination date, may, at the option of Licensor, after ninety (90) days have elapsed from the date of such termination or expiration, be deemed to have been abandoned, and in such case, such items may be retained by Licensor as its property or be disposed of by Licensor, without accountability, in such manner as Licensor shall determine, at Licensee's expense.

10.2 Termination by Licensor. In addition to any other termination rights and remedies available to Licensor pursuant to the terms of this License Agreement, if the Building is not used by Licensor as a school or ceases to be the property of The Board of Education of the City of Chicago or the Public Building Commission, Licensor may terminate this License Agreement at any time upon one hundred and twenty (120) days' prior written notice to Licensee. In addition to the foregoing, Licensor may terminate this License Agreement at any time during the Initial Term or any of the Renewal Terms upon providing one hundred and twenty (120) days' prior written notice to Licensee, provided, however, that Licensor shall not, for a period of one hundred and eighty (180) days after the effective date of such termination, enter into a license agreement for any space in, on or at the Building with any other telecommunications provider. Notwithstanding the foregoing, in the event of casualty or deterioration of any portion of the Building that affects the License, Licensor may elect to terminate this License rather than rebuild or repair such portion of the Building, in which event Licensor shall provide sixty (60) days prior written notice to Licensee of such termination.

10.3 Holdover. If Licensee remains in possession after the expiration of the Term or after any earlier termination of this License Agreement or of the Licensee's right to possession: (a) Licensee shall be deemed a Licensee at will; (b) Licensee shall pay two hundred percent (200%) of the License Fee last prevailing hereunder and also shall pay all damages sustained by Licensor by reason of such remaining in possession after the expiration or termination of this License Agreement; (c) there shall be no renewal or extension of this License Agreement by operation of law; and (d) the tenancy at will may be terminated upon thirty (30) days' notice from Licensor. The provisions of this Article shall not constitute a waiver by Licensor of any re-entry rights of Licensor provided hereunder or by law.

ARTICLE 11
Miscellaneous

11.1 Notices. All notices, requests and other writings required under this License Agreement shall be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with copies as set forth in the Licensor's Address and Licensee's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

11.2 Cooperation. Licensor agrees to cooperate with Licensee, at Licensee's sole cost and expense, in any efforts by Licensee to secure any governmental permits necessary to use the License as contemplated in this License Agreement.

11.3 License Agreement Construction. This License Agreement shall be construed in accordance with the laws of the State of Illinois. In the event that any provisions of this License Agreement are legally unenforceable, the other provisions shall remain in effect. All prior understandings and agreements between the parties are merged into this License Agreement, and this License Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this License Agreement by Licensee to Licensor shall not constitute an offer unless the License Agreement has been signed by Licensee, and this License Agreement shall not be binding until executed by both Licensor and Licensee.

11.4 Successors. Subject to the provisions regarding assignment, this License Agreement shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns of the parties.

11.5 **Estoppel Certificates.** During the Term of this License Agreement, either party shall, upon thirty (30) days' prior written request by the other, deliver to the requesting party a statement in writing certifying that this License Agreement is unmodified and in full force and effect (or if modified, in effect as modified and setting forth the modifications and the dates of the modifications), the dates to which the License Fee has been paid, and stating whether or not, to the knowledge of the party delivering the certificate, the requesting party is in default in performance of any agreement contained in this License Agreement and, if so, specifying each default and whether there are any counterclaims.

11.6 **Non-Waiver.** The waiver by Licensor of any term, covenant or condition contained in this License Agreement must be in writing and shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this License Agreement. The subsequent acceptance of any License Fee under this License Agreement by Licensor shall not be deemed to be a waiver of any preceding default by Licensee of any term, covenant or condition of this License Agreement, other than the failure of the Licensee to pay the particular License Fee so accepted, regardless of Licensor's knowledge of such preceding default at the time of the acceptance of such License Fee. Licensor's failure to insist upon the performance or the strict performance of any provision of this License Agreement, or to exercise any election contained in this License Agreement, shall not be construed as a waiver of such provision, or right to exercise such election.

11.7 **Late Charges.** If any installment of License Fee or any sum due from Licensee shall not be received by Licensor or Licensor's designee within fifteen (15) days after said amount is due, Licensee shall pay to Licensor a late charge, equal to the lesser of: (a) one and one half percent (1½%) of such overdue amount on a monthly basis, or eighteen percent (18%) of such overdue amount on an annual basis; or (b) the maximum amount permitted by law, plus any attorneys' fees incurred by Licensor by reason of Licensee's failure to pay the License Fee and/or other charges when due. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs that Licensor will incur by reason of the late payment by Licensee. Acceptance of such late charges by Licensor shall in no event constitute a waiver of Licensee's default with respect to such overdue amount, nor prevent Licensor from exercising any of the other rights and remedies granted under this License Agreement or by law.

11.8 **Recording.** Licensee shall not record or file this License Agreement in the public records of any county or state.

11.9 **Environmental.** Licensee shall not conduct or authorize the generation, transportation, storage, treatment, disposal, use, consumption or possession on, in or under the Land or the Building, of any Hazardous Substance, as hereafter defined, and the Licensee's failure to comply with the provisions of this Section 11.09 shall constitute a default under this License Agreement. "Hazardous Substance" means any matter giving rise to liability under any and all laws, acts, regulations or ordinances (the "Environmental Laws"), including, but not limited to, the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 52 U.S.C. Sections 9601 et seq., the Illinois Environmental Protection Act (IEPA), or under any common law theory of liability. If, any of Licensee's activities at the Land, whether or not such activities are in violation of this Section 11.09, result in the presence, release, threat of release, or placement on, in or under the Land or the Building, of any Hazardous Substance and such activities: (i) give rise to liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Law or any common law theory of liability, (ii) cause an adverse public health effect, or (iii) pollute, or threaten to pollute, the environment, Licensee shall promptly take, at Licensee's sole cost and expense, any and all necessary remedial and removal actions and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law. Without limiting any other indemnifications or remedies granted to Licensor under this License Agreement, Licensee, its officers, directors and assigns hereby protect, indemnify, defend, and forever hold the Licensor and its officers, directors, employees, representatives, agents and assigns harmless from and against, any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses, contingent or otherwise, that any or all of the indemnified parties suffer or incur as a result of, or due to, any contamination of the Building, the Land or any other property not a part of the Land, but which contamination arises or occurs as a result of the presence, release, threat of release, or placement of Hazardous Substances in, on or under the Building, or the Land, the presence of which is caused or permitted by Licensee. The provisions of this Section 11.09 shall survive any termination of this License Agreement and shall be co-extensive with the other indemnification and hold harmless rights of Licensor under this License Agreement.

11.10 **Broadcast Interference.** As used in this License Agreement, "interference" with a broadcasting activity means: (a) interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commissions (FCC) then in effect, or (b) a

material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Building or had any equipment at the Building. Licensee shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Licensor or other Licensees of Licensor caused by Licensee's actions at the Building.

11.11 Non-Interference by Licensee. Licensee acknowledges that the primary function of the Building is to operate a school and that Licensee's License, is and shall at all times remain throughout the Term, ancillary to school operations. Licensee hereby agrees that Licensee shall conduct its operations in the Building in a manner that will not interfere with, interrupt, disturb or disrupt in any manner, the operation of the school.

11.12 Interference by Others. Licensee hereby acknowledges that Licensee's use of the Rooftop shall not be exclusive and that Licensor shall use the Rooftop for its own purposes, which purposes shall at all times remain paramount to Licensee's, as well as granting rights to others for the use of the Rooftop. Licensor shall use reasonable good faith efforts to cause other communication carriers not to interfere with Licensee's Equipment, which efforts shall be limited to, after receiving written notice of same from Licensee, delivering written notice to such communication carrier of any interference. Licensor shall not knowingly license the use of space on the Rooftop to other communications carriers that will interfere with Licensee's Equipment, provided, however, that Licensor shall be under no obligation to perform any tests or investigations in order to determine the likelihood of interference prior to entering into any license agreement with any other communication carrier.

11.13 Relocation. Licensor may, at any time during the Term, change the location of the Licensee's Equipment on Exhibit "B" to another area (the "New Location"), provided that the New Location is oriented in the same direction and at the same height as the original location. Licensor shall give Licensee no less than sixty (60) days' prior written notice of Licensor's exercise of its relocation right under this Section 11.13. Licensee shall cooperate with Licensor, in all reasonable respects, so as to facilitate Licensee's relocation to the New Location. In addition to the foregoing, Licensor shall have the option of requiring Licensee, at Licensee's sole cost and expense, to temporarily relocate Licensee's Equipment, if necessary, upon sixty (60) days' advance written notice, in the event that repairs or maintenance of the Building are scheduled to be performed. In the event that Licensee's Equipment is inoperable during such temporary relocation due solely to the acts of Licensor, the License Fee due and payable for such period shall abate and not be payable by Licensee.

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

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

11.16 Inspector General. Each party to this License Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of The Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

11.17 Conflicts. This License Agreement is not legally binding on the Licensor if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one-year period following expiration or other termination of their terms of office.

11.18 Indebtedness Policy. The Board of Education Indebtedness Policy (95-0726-EX3) adopted July 26, 1995, and as amended (96-0626-P03) on June 26, 1996, is hereby incorporated into and made part of the License Agreement as if fully set forth herein.

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

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

LICENSOR

The Board of Education of the City of Chicago

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

Date: 10/15/03

Attest: Estela G. Beltran
Estela G. Beltran, Secretary

Approved as to Legal Form

Ruth M. Moscovitch, General Counsel

Board Report No. 96-0327-OP6

LICENSEE

VoiceStream GSM I Operating Company, L.L.C., a Delaware limited liability company

By: Raj Tank

Its: Executive Director
Dev. and Ops.

Date: 9/17/03

RECEIVED
OCT 23
BUREAU OF REAL ESTATE

8/25/03
C:\Data\Deborah's Files\VoiceStream.MaryLyon.wpd

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

BLOCK 8 OF OLIVER L. WATSON'S FIVE ACRE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH ½ OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Mary Lyon School
2941 N. McVicker Avenue
Chicago, Illinois 60634

EXHIBIT "C"

RENEWAL TERM LICENSE FEE

RENEWAL TERM	ANNUAL LICENSE FEE
1 (November 1, 2007-October 31, 2010)	$30,000.00
2 (November 1, 2010-October 31, 2013)	$37,500.00
3 (November 1, 2013-October 30, 2016)	$46,875.00
4 (November 1, 2016-October 30, 2019)	$58,594.00

EXHIBIT "D"

DISCLOSURE AFFIDAVIT

Submitted Under Separate Cover

CH31211A

FIRST AMENDMENT TO REVOCABLE LICENSE

This **First Amendment to Revocable License** ("First Amendment") is entered into by and between The Board of Education of the City of Chicago, as Licensor ("Licensor") and **T-Mobile Central LLC, a Delaware limited liability company,** as Licensee ("Licensee"), as successor-in-interest to VoiceStream GSM I Operating Company, L.L.C., a Delaware limited liability company.

RECITALS

A. Licensor and Licensee's predecessor-in-interest entered into that certain Revocable License Agreement, dated October 15, 2003 (the "Agreement"), pursuant to which Licensor agreed to permit Licensee to install certain equipment at that certain property commonly known as Mary Lyon Elementary School, 2941 N. McVicker Avenue, Chicago, Illinois 60634 ("Property");

B. Licensor and Licensee desire to modify the Agreement to provide for the replacement of certain equipment installed at the Property by Licensee.

AGREEMENT

NOW THEREFORE, for good an valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows.

1. Incorporation of Recitals. The foregoing recitals are incorporated into this First Amendment by reference as if fully set forth in the body of this First Amendment.

2. Space Plan. The space plan attached to the Agreement as Exhibit "B" is hereby deleted and replaced with Exhibit "B" attached to this Agreement.

3. Replacement Installation Fee. Licensee has paid to Licensor a fee in the amount of Three Thousand Five Hundred Dollars ($3,500.00) in accordance with the terms of Section 5.2 of the Agreement.

4. Full Force and Effect. Except as specifically modified by the terms of this First Amendment, all of the terms, definitions, covenants and provisions of the Agreement remain in full force and effect and are not otherwise revised, amended or changed.

5. Conflict. In the event of any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.

6. Whole Agreement. The mutual obligations of the parties as provided herein are the sole consideration for this First Amendment, and no representations, promises or inducements have been made by the parties other than as appear in this First Amendment.

This First Amendment may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this First Amendment to Revocable License as of the 10 day of September, 2008.

LICENSOR

The Board of Education of the City of Chicago

By: Rufus Williams
Rufus Williams, President

Date: September 10, 2008

Attest: Jocelyn Baux
Jocelyn Baux, Assistant Secretary

Approved as to Legal Form

Patrick J. Rocks, General Counsel

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

96-0327-OP6-29

LICENSEE

T-Mobile Central LLC, a Delaware limited liability company

By:

Its: Sr. Mgr. Development & Construction

Date: 8-11-08

SECOND AMENDMENT TO REVOCABLE LICENSE

This **Second Amendment to Revocable License** ("Second Amendment") is entered into by and between The Board of Education of the City of Chicago, as Licensor ("Licensor") and **T-Mobile Central LLC, a Delaware limited liability company,** as Licensee ("Licensee"), as successor-in-interest to VoiceStream GSM 1 Operating Company, L.L.C., a Delaware limited liability company.

RECITALS

A. Licensor and Licensee's predecessor-in-interest entered into that certain Revocable License, dated October 15, 2003 (the "Agreement"), and that certain First Amendment to Revocable License, dated September 10, 2008, pursuant to which Licensor agreed to permit Licensee to install certain equipment at that certain property commonly known as Mary Lyon Elementary School, 2941 N. McVicker Avenue, Chicago, Illinois 60634 ("Property");

B. Licensor and Licensee desire to modify the Agreement to provide for the installation of additional equipment at the Property by Licensee.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows.

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Second Amendment by reference as if fully set forth in the body of this Second Amendment.

2. Space Plan. The space plan attached to the Agreement as Exhibit "B" is hereby deleted and replaced with Exhibit "B" attached to this Agreement.

3. Replacement Installation Fee. Licensee shall pay to Licensor a fee in the amount of Three Thousand Five Hundred Dollars ($3,500.00) in accordance with the terms of Section 5.2 of the Agreement.

4. Full Force and Effect. Except as specifically modified by the terms of this Second Amendment, all of the terms, definitions, covenants and provisions of the Agreement, as modified by the First Amendment, remain in full force and effect and are not otherwise revised, amended or changed.

5. Conflict. In the event of any conflict between the terms of this Second Amendment and the terms of the Agreement, as modified by the terms of the First Amendment, the terms of this Second Amendment shall control.

6. Whole Agreement. The mutual obligations of the parties as provided herein are the sole consideration for this Second Amendment, and no representations, promises or inducements have been made by the parties other than as appear in this Second Amendment. This Second Amendment may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Second Amendment to Revocable License as of the 28th day of May, 2010.

LICENSOR

The Board of Education of the City of Chicago

By: _____
Mary B. Richardson-Lowry, President

Date: 5/28/10

Attest: : _____
Estela G. Beltran, Secretary

Approved as to Legal Form

_____
Patrick J. Rocks, General Counsel

Board Report No. 05-0727-OP1 as amended by 06-0927-OP1-87

LICENSEE

T-Mobile Central LLC, a Delaware limited liability company

By: _____

Its: DIRECTOR, ENGINEERING

Date: MAY 18, 2010

Approved by T-Mobile Legal Dept.

_____
Justin A. Gerak 5/17/10