

FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT *Sub 180*

This First Amendment to Revocable License Agreement ("First Amendment") is entered into as of the 3rd day of December, 2002, by and between The Board of Education of the City of Chicago ("Licensor") and SOUTHWESTERN BELL MOBILE SYSTEMS, L.L.C., a Delaware limited liability company, d/b/a Cingular Wireless ("Licensee").

RECITALS

A. Licensor and Licensee entered into that certain Revocable License Agreement, dated on or about March 1, 2001 (the "Agreement"), pursuant to which Agreement, Licensor granted Licensee the non-exclusive right to install telecommunications equipment on the smokestack and roof of the building ("Building") commonly known as Washington D. Smyser School, 4310 N. Melvina, Chicago, Illinois;

B. Licensor and Licensee desire to modify the Agreement to permit Licensee to install an additional antenna and equipment box on the roof of the Building, all as more fully described below.

AGREEMENT

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties 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. Equipment. Licensee may install on the Roof one additional antenna, commonly known as an "E911 Antenna" with dimensions no greater than twelve (12) inches in length and an equipment box, with dimensions no greater than three (3) feet by three (3) feet by (3) feet on the platform on the Roof containing Licensee's other equipment.
3. Payment. As consideration for the installation of the equipment described in Paragraph 2 above, Licensee shall pay to Licensor a one-time payment in the amount of Two Thousand Dollars (\$2,000.00) on or before the date of the installation of the E911 Antenna.
4. Defined Terms. Any capitalized terms not defined in this First Amendment shall have the meaning ascribed to such terms in the Agreement.
5. Full Force and Effect. Except as specifically modified by the provisions of this First Amendment, all terms, definitions, covenants and provisions contained in the Agreement remain in full force and effect and are not otherwise revised, amended or changed.
6. 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.
7. 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 this 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, the parties have caused this First Amendment to be executed as of the date first above written.

Licensors

THE BOARD OF EDUCATION OF THE
CITY OF CHICAGO

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

Date: 12/3/02

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

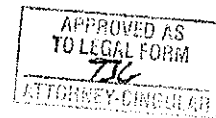
Approved as to Legal Form: Marilyn F. Johnson
Marilyn F. Johnson, General Counsel

Board Report No. 96-0327-OP6-13

Licensee

Southwestern Bell Mobile Systems,
L.L.C., a Delaware limited liability
company d/b/a Cingular Wireless

By: Timothy Ronzia
Timothy Ronzia, Executive Director



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 **New Cingular Wireless, PCS, LLC, a Delaware limited liability company**, as successor-in-interest to Southwestern Bell Mobile Systems, L.L.C., a Delaware limited liability company, as Licensee ("Licensee").

RECITALS

A. Licensor and Licensee's predecessor-in-interest entered into that certain Revocable License Agreement, dated March 26, 2001 (the "Agreement"), and that certain First Amendment to Revocable License Agreement, dated December 3, 2002 ("First Amendment"); pursuant to which Agreement and First Amendment, Licensor agreed to permit Licensee to install certain equipment at that certain property commonly known as Washington D. Smyser School, 4310 N. Melvina, 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 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 this Second Amendment as Exhibit "A" shall be incorporated into the Space Plan attached to the Agreement, and to the extent of any inconsistencies therein, the Space Plan attached to this Second Amendment as Exhibit "A" shall control.

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. Licensee's Address for Notices. Section 1.5 of the Agreement is hereby deleted and replaced with the following:

If notice sent to Licensee:
New Cingular Wireless PCS, LLC
Attention: Network Real Estate Administration
Re: Cell Site #: IL-180; Cell Site Name: Smyser (IL)
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of the notice sent to:
New Cingular Wireless PCS, LLC
Attention: AT&T Legal Department
Re: Cell Site #: IL-180; Cell Site Name: Smyser (IL)
15 East Midland Avenue
Paramus, New Jersey 07652

5. 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.

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

7. 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 16th day of December, 2009.

LICENSOR

The Board of Education of the City of Chicago

By: Clare Muñana

Clare Muñana, Vice President

Date: 12/16/09

Attest: Estela G. Beltran

Estela G. Beltran, Secretary

Approved as to Legal Form PH/DLK

Patrick J. Rocks
Patrick J. Rocks, General Counsel
Board Report No. 05-0727-OP1 as amended by 06-0927-OP1-53

LICENSEE

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: Scott A. Reed

Title: _____

Date: 11-17-09