

SECOND AMENDMENT TO REVOCABLE LICENSE AGREEMENT

This **Second Amendment to Revocable License Agreement** ("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").

RECITALS

A. Licensor and Licensee entered into that certain Revocable License Agreement, dated June 7, 2010 (the "Original Agreement"), and that certain First Amendment to Revocable License Agreement, dated March 24, 2011 ("First Amendment," and collectively with the Original Agreement, the "Agreement"), pursuant to which Licensor agreed to permit Licensee to install certain equipment at that certain property commonly known as Jamieson Elementary School, 5650 N. Mozart Street, Chicago, Illinois 60659 ("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. Replacement Installation. As set forth in the space plan attached as Exhibit "A" to this Second Amendment, Licensee shall be permitted to: 1) remove three (3) antennas; and 2) install three (3) new antennas, thereby bringing the total number of antennas at the Property to nine (9) antennas. The Exhibit "A" attached to this Second Amendment shall amend and supplement the Exhibit "A" attached to the Agreement.

3. Administrative Fee. Section 5.2 of the Agreement is hereby amended to delete the reference to "Three Thousand Five Hundred Dollars (\$3,500.00)" and substitute in lieu thereof, "Five Thousand Dollars (\$5,000.00)." Licensee shall pay to Licensor a fee in the amount of Five Thousand Dollars (\$5,000.00), 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, 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, 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 9th day of November, 2011.

LICENSOR

The Board of Education of the City of Chicago

By: David J. Vitale
David J. Vitale, President

Date: 11/9/11

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

LICENSEE

T-Mobile Central LLC, a Delaware limited liability company

By: Faisal Afridi

Its: Area Director, Engineering &

Date: Operations

10-19-11

Approved as to Legal Form

Patrick J. Rodks
Patrick J. Rodks, General Counsel

Board Report No. 05-0727-OP1 as amended
by 06-0927-OP1-198