

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 **New Cingular Wireless, PCS, LLC**, a Delaware limited liability company, as Licensee ("Licensee").

RECITALS

A. Licensor and Licensee entered into that certain Revocable License Agreement, dated July 20, 2009 (the "Original Agreement"), and that certain First Amendment to Revocable License Agreement, dated September 16, 2011 ("First Amendment", the Original Agreement and First Amendment shall be referred to as "Agreement") pursuant to which, Licensor agreed to permit Licensee to install certain equipment at that property commonly known as Songhai Learning Institute, 11725 South Perry Avenue, Chicago, Illinois 60628 ("Property"); and

B. Licensor and Licensee desire to modify the Agreement to provide for the removal and installation of certain 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 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. Additional Equipment. As set forth in the space plan attached as Exhibit "B" to this Second Amendment, Licensee shall be permitted to: 1) install six (6) new remote radio units, and replace the existing three (3) remote radio units with new, thereby bringing the total number of remote radio units at the Property to nine (9) remote radio units; and 2) install one (1) new radio base station cabinet on the existing platform. The Exhibit "B" attached to this Second Amendment shall amend and supplement the Exhibit "B" attached to the Agreement.
3. Administrative Fee. 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 Agreement 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

Approved as to Legal Form

Patrick J. Rocks
Patrick J. Rocks, General Counsel

Board Report No.: 05-0727-OP1 as amended by
06-0927-OP1-196

LICENSEE

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager
By: Scott A. Root
Scott A. Root

Title: Manager of Network Implementations -
IL/WI

Date: 10-19-11