

THIRD AMENDMENT TO REVOCABLE LICENSE AGREEMENT

This **Third Amendment to Revocable License Agreement** ("Third 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 March 27, 2000 (the "Original Agreement"), that certain First Amendment to Revocable License Agreement, dated November 18, 2008 ("First Amendment"), that certain Second Amendment to Revocable License Agreement, dated December 16, 2009 ("Second Amendment"; and collectively with the Original Agreement and the First Amendment, the "Agreement"), pursuant to which, Licensor agreed to permit Licensee to install certain equipment at that property commonly known as Sexton School, 6020 S. Langley, Chicago, Illinois 60637 ("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 Third Amendment by reference as if fully set forth in the body of this Third Amendment.
2. Additional Equipment. As set forth in the space plan attached as Exhibit "B" to this Third Amendment, Licensee shall be permitted to: 1) install six (6) new remote radio units; 2) install one (1) of each of: i) LTE module, ii) surge arrester module and iii) GPS receiver; 3) replace the existing nine (9) antennas with nine (9) new antennas and add three (3) more antennas; 4) install six (6) new cables; and 5) run new fiber and power lines from the remote radio units to the new equipment. The Exhibit "B" attached to this Third 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 Seventeen Thousand Dollars (\$17,000.00), which amount constitutes an additional fee of Twelve Thousand Dollars (\$12,000.00) to reflect the increased platform size and 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 Third 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 Third Amendment and the terms of the Agreement, the terms of this Third Amendment shall control.

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

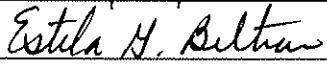
IN WITNESS WHEREOF, Licensor and Licensee have executed this Third Amendment to Revocable License Agreement as of the 12th day of October, 2011.

LICENSOR

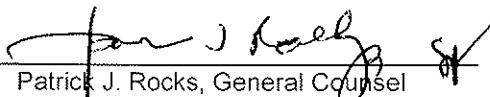
The Board of Education of the City of Chicago

By: 
David J. Vitale, President

Date: 10/12/11

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-OP1-186

LICENSEE

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager 
By: _____
Scott A. Root

Title: Manager of Network Implementations - IL/WI

Date: 9-23-11

EXHIBIT "B"