

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** (“Licensor”), and **T-Mobile Central LLC, a Delaware limited liability company** (“Licensee”).

RECITALS

- A. Licensor and Licensee entered into that certain Revocable License Agreement, dated November 3, 2022 (the “Original Agreement”), and that First Amendment to Revocable License Agreement, dated May 14, 2023 (“First Amendment” and together with the Original Agreement, the “Agreement”), pursuant to which Licensor agreed to permit Licensee to continue to maintain equipment at that property commonly known as Bridge Elementary School, 3800 North New England Avenue, Chicago, Illinois 60634, as had been permitted under a prior agreement, dated February 27, 2006 (the “Prior Agreement”);
- B. The Initial Term commenced as of December 1, 2021 and expires as of November 30, 2026, and is automatically renewed in increments of five (5) years, provided that the term, comprised of the Initial Term and all Renewal Terms, does not exceed twenty (20) years, as set forth in Article 2.2 of the Agreement;
- C. The term of the Prior Agreement expired as of November 30, 2021, and, accordingly, Licensor and Licensee desire to modify the Agreement to reflect the holdover payment due for the period of time between the expiration of the Prior Agreement and the full execution of the Agreement; and
- D. Exhibit B attached to this Second Amendment shall replace the Exhibit B to the Agreement to reflect the outstanding holdover rent carried over from the Prior Agreement.

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. Payments. Exhibit B to the Agreement is hereby deleted and replaced by Exhibit B attached hereto. Payments made under the Prior Agreement will be applied to the License Fee due pursuant to Exhibit B. Total payments of \$117,188.00 were made and will be applied to the payment due for December 1, 2021 through November 30, 2022. The balance due for the annual License Fee for December 1, 2022 through

November 30, 2023 is \$49,440.00.

3. 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.

4. 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.

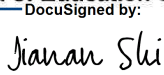
5. Ethics. No officer, agent, or employee of the Licensor is, or shall be employed by the Licensor, or has, or shall have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics Policy, adopted August 24, 2023 (23-0824-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as if fully set forth herein.

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 ___ day of _____ 2023.

LICENSOR

Board of Education of the City of Chicago

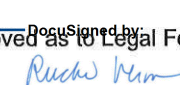
DocuSigned by:  DFH
By: Jianan Shi
D5029923484041E
Jianan Shi, President

Date: October 26, 2023 | 5:29:55 PM CDT

Attest: 
DocuSigned by: 
Susan J. Narrajos, Secretary

By: Pedro Martinez
AA17786A4B2446C
Pedro Martinez

Its: Chief Executive Officer

Approved as to Legal Form
DocuSigned by:  DFH
By: Ruchi Verma
56B562E0EFA44C9
Ruchi Verma

Its: General Counsel
Board Report No.: 15-0422-OP1- 179

LICENSEE

T-Mobile Central LLC, a Delaware limited liability company

By: DocuSigned by:
Cheryl Downs
27D7B387C46E457...

Its: Sr. Director, Strategy & Planning

Date: 9/27/2023



EXHIBIT B
PAYMENTS

TERM	ANNUAL LICENSE PAYMENTS
1	
December 1, 2021 – November 30, 2022	117,188.00
December 1, 2022 – November 30, 2023	49,440.00
December 1, 2023 – November 30, 2024	50,923.00
December 1, 2024 – November 30, 2025	52,451.00
December 1, 2025 – November 30, 2026	54,025.00
2	
December 1, 2021 – November 30, 2022	55,645.00
December 1, 2022 – November 30, 2023	57,315.00
December 1, 2023 – November 30, 2024	59,034.00
December 1, 2024 – November 30, 2025	60,805.00
December 1, 2025 – November 30, 2026	62,630.00
3	
December 1, 2031 – November 30, 2032	64,509.00
December 1, 2032 – November 30, 2033	66,444.00
December 1, 2033 – November 30, 2034	68,437.00
December 1, 2034 – November 30, 2035	70,490.00
December 1, 2035 – November 30, 2036	72,605.00
4	
December 1, 2036 – November 30, 2037	74,783.00
December 1, 2037 – November 30, 2038	77,026.00
December 1, 2038 – November 30, 2039	79,337.00
December 1, 2039 – November 30, 2040	81,717.00
December 1, 2040 – November 30, 2041	84,168.00