

FIFTH AMENDMENT TO REVOCABLE LICENSE AGREEMENT

This **Fifth Amendment to Revocable License Agreement** (“Fifth 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 January 7, 2013 (the “Original Agreement”), that First Amendment to Revocable License Agreement, dated January 6, 2016 (the “First Amendment”), that Second Amendment to Revocable License Agreement, dated April 28, 2017 (the “Second Amendment”), that Third Amendment to Revocable License Agreement, dated June 28, 2018 (the “Third Amendment”), that Fourth Amendment to Revocable License Agreement, dated August 9, 2022 (“Fourth Amendment”; and together with the Original Agreement, First Amendment, Second Amendment, and Third Amendment, the “Agreement”), pursuant to which Agreement, Licensor agreed to permit Licensee to install certain equipment at that property commonly known as Schubert Elementary School, 2727 N. Long Avenue, Chicago, Illinois 60639 (“Property”);
- B. The current term of the Agreement commenced as of October 1, 2022 and expires as of September 30, 2025, and is automatically renewable in increments of three (3) years, provided that the Term, comprised of the Initial Term and all Renewal Terms, does not exceed sixteen (16) years; and
- C. Licensor and Licensee desire to modify the Agreement to permit the removal and installation of 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 Fifth Amendment by reference as if fully set forth in the body of this Fifth Amendment.
2. Equipment. As set forth in the Drawings attached as Exhibit “A” to this Fifth Amendment, Licensee shall: 1) remove twelve (12) existing, and install nine (9) new, antennas; 2) remove existing, and install new, equipment at the antenna sectors and on the ground level equipment platform; and 3) paint all antennas, equipment, frames, cable trays and conduit visible from the ground to match the adjacent masonry (collectively, the “Work”). The Work shall be completed, weather permitting, within ninety (90) days after the full execution of this Fifth Amendment. The Exhibit “A”

attached to this Fifth Amendment shall amend and supplement the Exhibit "A" 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 Fifth Amendment, all 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 Fifth Amendment and the terms of the Agreement, the terms of this Fifth Amendment shall control.

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

IN WITNESS WHEREOF, Licensor and Licensee have executed this Fifth Amendment to Revocable License Agreement as of the 17th day of May 2024.

LICENSOR

LICENSEE

Board of Education of the City of Chicago
By: Jianan Shi
Jianan Shi, President

New Cingular Wireless PCS, LLC,
A Delaware limited liability company

Attest: Susan J. Narrajos
Susan J. Narrajos, Secretary

By: **AT&T Mobility Corporation**
Its: Manager

By: Laura Felerman Hoye
Lead Real Estate & Construction

Date: May 17, 2024 | 9:47:40 AM CDT
By: Pedro Martinez
Pedro Martinez
Its: Chief Executive Officer

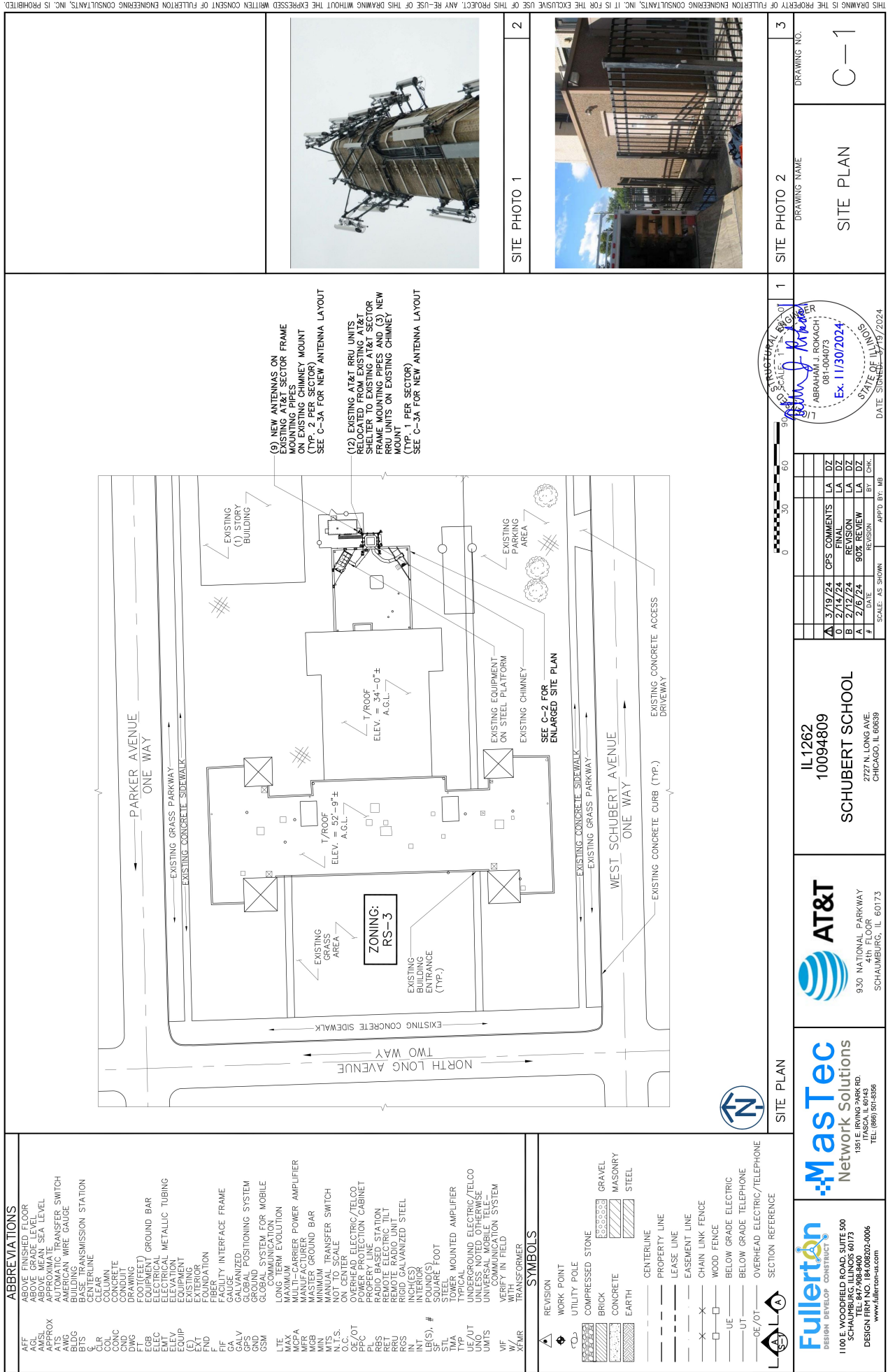
Title: _____

Date: 01-May-2024

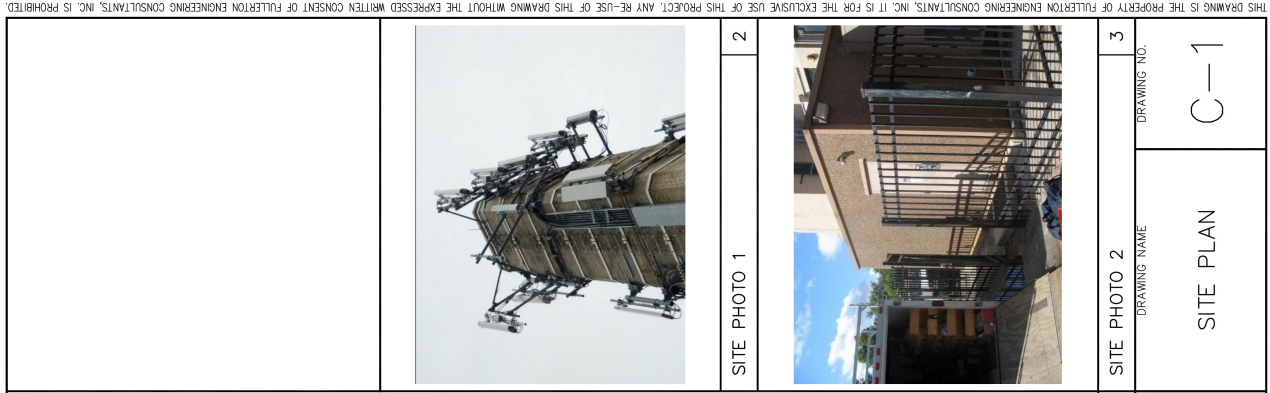
Approved as to Legal Form
By: Ruchi Verma
Ruchi Verma
Its: General Counsel

Board Report No.: 11-1116-OP1- 459

EXHIBIT A
DRAWINGS



DocuSign Envelope ID: 75812679-53D7-4EC4-9739-9843F4C00071



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IL1262
10094809

SCHUBERT SCHOOL
2727 N. LONG AVE
CHICAGO, IL 60639

AT&T
930 NATIONAL PARKWAY
SCHAUMBURG, IL 60173

MasTec
Network Solutions
185 E. IRVING PARK RD.
TASCALOA, IL 60143
TEL: (866) 561-8556

Fullerton
DESIGN DEVELOP. CONSTRUCT
1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
DESIGN FIRM NO. 184.008202-0006
www.fullerton-us.com