

Market: ILWI  
Cell Site Number: ILW2063-3  
Cell Site Name: CDNB Naperville  
Fixed Asset Number:10150376

### **THIRD AMENDMENT TO REVOCABLE LICENSE AGREEMENT**

THIS THIRD AMENDMENT TO REVOCABLE LICENSE AGREEMENT ("Third Amendment") dated as of the latter of the signature dates below, is by and between the City of Naperville, a municipal corporation, having a mailing address of 400 South Eagle Street, Naperville, IL 60540 ("Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr. N.E., Suite 13-F West Tower, Atlanta, GA 30324 ("Licensee").

WHEREAS, Licensor and Licensee entered into a Revocable License Agreement approved by Ordinance 11-152 and dated November 18, 2011 ("the Revocable License Agreement"), as amended by that First Amendment to Revocable License Agreement ("First Amendment") dated May 9, 2012, and as amended by that Second Amendment to Revocable License Agreement ("Second Agreement") dated June 4, 2015, whereby Licensor leased to Licensee certain Premises, therein described in Exhibit A as:

First Wooden Utility Pole located south of Dakota Circle on west side of  
Chippewa Dr/Chippewa Dr/Dakota Circle, Naperville, Illinois; and

WHEREAS, Licensor and Licensee desire to amend the Revocable License Agreement to extend the term pursuant to the Master License Agreement; and

WHEREAS, Licensor and Licensee agree to amend the Revocable License Agreement allowing Licensor to require Licensee to transfer its equipment on a pole in a mutually agreeable location in the event the Licensor decides to bury its electric lines attached to the original pole; and

WHEREAS, Licensor and Licensee wish to establish guide lines in the event Licensor decides to abandon its pole which Licensee's equipment is attached; and

WHEREAS Licensor and Licensee, in their mutual interest, wish to amend the Revocable License Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Licensor and Licensee agree as follows:

- 1. Extension of Term.** The Revocable License Agreement approved by ordinance 11-152 is hereby amended to provide an extension term from May 31, 2017 through August 31, 2019.
- 2. Past Due License Fee.** Licensee shall pay to Licensor the sum of Four Thousand and Two Hundred and Fifty Dollars and no/100 (\$4,250.00) as and for the license fee and landscaping fee from May 31, 2017 up to and including May 31, 2018 within 45 days of the execution of this Third Amendment.
- 3. Transfer of Equipment.** After the Effective Date of this Agreement, Licensee shall transfer its Attachments if Licensor provides a mutually agreeable alternate location for such Attachments. The costs of relocating the Licensee's Attachments shall be borne by Licensee. Upon completion

of any prerequisite work by Licensor and/or third parties which necessitates the transfer of Licensee's Attachments from the subject pole(s), including removal by Licensee and any third party of its Attachments from the subject pole(s), Licensor shall provide written or electronic notice to Licensee that all prerequisite activity has been completed on the subject pole(s) and that Licensee's transfer must be completed within such time as the Parties mutually agree but in no less than 90 days. When all Attachments have been transferred by the Licensee, notification shall be given to the Licensor in writing or by electronic means.

- 4. Pole Abandonment.** If Licensor decides at any time to abandon any pole, it shall give Licensee notice in writing or by electronic means at least ninety (90) days prior to the date on which it intends to abandon such pole. If at the expiration of said period, the Licensor and any Third Parties have no Attachments on such pole but the Licensee shall not have relocated or removed all of its Attachments therefrom, Licensor may sell, for a mutually agreed price, the pole to Licensee or an Affiliate of Licensee "as is" and Licensee shall save harmless the former Licensor from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter arising out of the presence, location or condition of such pole or any of Licensee's Attachments thereon, unless such liabilities or damages arise from the gross negligence or intentional acts of the former Licensor.
- 5. Transfer of Ownership.** Upon transfer of ownership, Licensee or its Affiliate shall place its identifying information on the subject pole and remove the identification information of the Licensor.
- 6. Other Terms and Conditions Remain.** Except as expressly set forth in this Third Amendment, the terms and conditions of the Revocable License Agreement, the First Amendment and Second Amendment thereof, and the Master License Agreement, (collectively "the Agreement"), are otherwise unmodified and remain in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

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LICENSOR  
City of Naperville

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_