

**AMENDMENT NO. 1 TO THE
AT&T INTRASTATE ILEC NETWORK SERVICES DISCOUNT PRICING SCHEDULE
BETWEEN AT&T AND WHEATON PARK DISTRICT**

Applicable AT&T Affiliate(s) and State(s):

<input checked="" type="checkbox"/> ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS

This is Amendment No. 1 ("Amendment") of the AT&T Intrastate ILEC Network Services Discount Pricing Schedule dated November 15, 2012 ("Pricing Schedule") and is between SBC Global Services, Inc. dba AT&T Global Services on behalf of its Affiliates ("AT&T"), and Wheaton Park District ("Customer").

WHEREAS, AT&T and Customer entered into a Pricing Schedule for network services discounts; and

WHEREAS, Customer and AT&T request an extension of the Pricing Schedule Term, and

NOW THEREFORE, the parties, intending to be legally bound, for and in consideration of their mutual promises herein, mutually agree as follows:

1. To the extent the Pricing Schedule includes reference to "AT&T Connecticut", "The Southern New England Telephone Company", or "SNET", such reference is hereby deleted in its entirety and this term extension is not effective as to services provided by this entity.

2. Section 3 of the Pricing Schedule titled "PRICING SCHEDULE TERM AND EFFECTIVE DATES" shall hereby be amended to add the following:

Customer and AT&T may agree that pending negotiations of a new agreement, the terms, conditions and provisions of the Pricing Schedule shall remain in effect for an extended specified period of time. The Parties shall execute an Amendment to the Pricing Schedule that reflects their agreement to extend the Pricing Schedule Term.

3. Customer and AT&T agree to an extension of the Pricing Schedule Term. The terms, conditions and provisions of the Pricing Schedule shall remain in effect for an additional 8 months, or until negotiations are completed and the Parties enter into a new agreement for the same services, whichever is sooner ("Extension Period"). For the discounts and rates as provided in the Pricing Schedule to be uninterrupted, the execution date of this Amendment must be no later than 30 days prior to the end of the Pricing Schedule Term.

4. For the Extension Period, the Annual Commitment and any Sub-Commitment(s) specified in Section 4. MARC AND MARC-ELIGIBLE CHARGES shall apply on a prorated basis ("Extension Commitment").

5. In the event Customer's actual billings for purchases during the Extension Period is less than the Extension Commitment, Customer shall be liable for a Shortfall ("Shortfall"), which shall equal the difference between the Extension Commitment and the actual billings for Contributory Services. Shortfall will be billed in a lump sum and shall be due and payable within thirty (30) days after the AT&T invoice date.

6. All other terms and conditions of the Pricing Schedule remain in full force and effect during the Extension Period, including but not limited to, the terms and conditions related to Early Termination liability, which shall be calculated based on the prorated Extension Commitment.

This Amendment shall become effective as of the date of the last signature hereto or on the date of last approval by a regulatory agency with jurisdiction over the Amendment that requires approval, whichever is later, and shall remain in full force and effect for the Pricing Schedule Term.

CONFIDENTIAL INFORMATION

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective authorized representatives.

CUSTOMER

BY:

PRINT NAME: Michael Benard

TITLE: Executive Director

DATE: July 20, 2015

AT&T

BY:

PRINT NAME: Cheryl Wankowski

TITLE: Associate Director - Customer Contracts

DATE: 23 Jul 2015

CONFIDENTIAL INFORMATION

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.