Licensee Site Name: CH Fullerton & Kedzie

MDG#: 5000270569

## 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 Chicago SMSA Limited Partnership, an Illinois limited partnership, d/b/a Verizon Wireless, as Licensee ("Licensee") with a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

## RECITALS

A. Licensor and Licensee entered into that certain Revocable License Agreement, dated March 10, 2011 (the "Original Agreement"), that certain First Amendment to Revocable License Agreement, dated January 7, 2013 ("First Amendment"), that certain Second Amendment to Revocable License Agreement, dated October 7, 2015 ("Second Amendment"), that certain Third Amendment to Revocable License Agreement, dated January 27, 2017 ("Third Amendment"), that certain Fourth Amendment to Revocable License Agreement, dated November 2, 2022 ("Fourth Amendment"; the Original Agreement as modified by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment being referred to hereinafter as the "Agreement"), pursuant to which Licensor agreed to permit Licensee to maintain equipment at the property commonly known as Darwin Elementary School, 3116 W. Belden, Chicago, Illinois 60647 ("Property");

- B. The current term of the Agreement commenced as of April 1, 2024 and continues through March 31, 2027, and is automatically renewable in three (3) year periods, 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 provide for the 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. <u>Incorporation of Recitals.</u> The foregoing recitals are incorporated into this Fifth Amendment by reference as if fully set forth in this Fifth Amendment.
- 2. Additional Equipment. As set forth in the drawings attached as Exhibit "A" to this Fifth Amendment, Licensee shall: 1) install four (4) new antennas with integrated radios; 2) install and remove various other equipment at the antenna sectors; and 3) paint all proposed antennas, equipment, frames, cable trays and conduit visible from the ground to match adjacent masonry (collectively, the "Work"). The Work shall be completed, weather and other delays caused by circumstances beyond control of Licensee (including but not limited to material and equipment shortages and delays, Licensor rules and regulations regarding timing of Work, etc.) permitting, within ninety (90) days after execution of this Fifth Amendment. The Exhibit "A" attached to this Fifth

Licensee Site Name: CH Fullerton & Kedzie

MDG#: 5000270569

Amendment shall amend and supplement the Exhibit "A" attached to the Agreement.

- 3. Replacement Installation Fee Exticensee 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. Said fee shall be paid as capital and not as rent.
- 4. <u>Full Force and Effect</u>. Except as specifically modified by the terms of this Fifth 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. <u>Conflict</u>. In the event of any conflict between the terms of this Fifth Amendment and the terms of the Original 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 <a href="https://licenses.org/17th/">17th</a> day of <a href="https://october.org/">October 2025.

LICENSOR	LICENSEE
Board of Education of the City of Chicago	Chicago SMSA Limited Partnership d/b/a Verizon Wireless
By:	By: Cellco Partnership, its General Partner
Attest:  Seans Bed Harden, President  Attest:  Susan J. Narrajos, Secretary	By: <b>Bob Vezina</b> 9/11/2025  Its: <b>Bob Vezina</b>
Date: October 17, 2025   10:31:37 AM CDT	Assoc. Dir - Verizon Engineering
By: By: Macquiline King, Ed.D	
Its: Interim Superintendent/Chief Executive Officer	
Approve the two Legal Form  By: Elizabeth Barton  By: 974F0DEB7385497	
Elizabeth K. Barton, Acting  Its: General Counsel  Board Report No.: 11-1116-OP1-460	