

JEFFERSON COUNTY PUBLIC SCHOOL SYSTEM
FIRST AMENDMENT TO COMMUNICATIONS FACILITY SPACE
LICENSE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below, with an effective date of July 26, 2023, is entered into by the **Board of Education of**

Jefferson County, Kentucky, operating under the name Jefferson County Public Schools, with principal offices located at 3001 Crittenden Drive, Louisville, Kentucky 40209 ("**JCPS**"), and **Cellco Partnership d/b/a Verizon Wireless**, a Delaware corporation, with a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Licensee**").

WHEREAS, JCPS and Licensee are parties to that certain Communications Facility Space License Agreement (the "**License Agreement**") dated July 26, 2023, pursuant to which JCPS granted to Licensee the right to use a portion of the Site and the Structure as more specifically set forth therein; and

WHEREAS, JCPS and Licensee desire to amend the License Agreement to allow Licensee the ability to utilize the power source already in place for JCPS on the Site; and,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 13, entitled "UTILITIES" is hereby amended and restated in its entirety to state the following:

"13. UTILITIES. Licensee may at its expense obtain electric, telephone and any other utility service that is necessary for the operation of the Communications Facility. JCPS shall provide Licensee with the ability to use the existing metered electrical supply and any utility easements already in place and utilized by JCPS for such electrical supply that are situated upon the Site, provided that (and so long as) (i) Licensee shall repair, at

Licensee's expense, any damage to the area of each such easement (and/or the surrounding area) caused by Licensee and Licensee's agents, contractors and/or employees, (ii) Licensee shall indemnify, defend, and hold JCPS harmless from and against all claims, liabilities, costs and expenses, including but not limited claims for property damage or injury to or death of persons, arising out of Licensee's negligent acts or omissions (and the negligent acts or omissions of Licensee's agents, contractors and/or employees) in connection with the use of each such easement and (iii) the right of Licensee to use each such easement shall terminate upon the expiration or earlier termination of this Agreement.

Licensee shall be allowed to install a sub-meter, at Licensee's expense, on JCPS's power meter. Each party shall be responsible for its pro-rata power usage upon the Site. Licensee shall ensure that JCPS is able to determine Licensee's pro-rata power usage in a manner acceptable to JCPS. JCPS shall invoice Licensee for power consumption on a quarterly basis, and Licensee shall pay each such invoice within fifteen (15) days after JCPS has delivered such invoice to Licensee. All invoices for power consumption shall be sent by JCPS to Licensee at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375."

2. Section 15 entitled "TAXES AND OTHER CHARGES" is hereby modified by adding "and attributable to any and all sub-meters and electrical/power used by Licensee at the Site" after "Communications Facility".

3. This Amendment may be executed in one or more counterparts and by any form of electronic imaging, all of which shall constitute originals, and all of which together shall constitute one and the same instrument.

4. Capitalized terms not defined herein shall have the same meaning as set forth in the License Agreement.

5. Except as expressly amended herein, all provisions, terms, and conditions of the License Agreement remain in full force and effect and are binding upon the parties hereto. No

VzW Site Name: LV Louisville Male High School
MDG ID: 5000368374
Location Code: 648166

further amendment of the License Agreement shall be valid unless in writing and executed by both JCPS and Licensee.

[Remainder of page intentionally left blank.]

VzW Site Name: LV Louisville Male High School
MDG ID: 5000368374
Location Code: 648166

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date(s) indicated below.

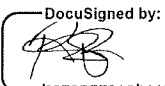
JCPS:

BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSEE:

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

By:  _____
Print Name: Rodney Johnson
Its: Sr. Real Estate Manager
Date: Nov 28, 2023

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