

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (this "First Amendment") is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company whose address is 575 Morosgo Drive, Atlanta, GA 30324 (the "Licensee").

W I T N E S S E T H:

WHEREAS, the City and the Licensee are parties to that certain License Agreement dated August 3, 2010, pursuant to which Licensee operates a Distributed Antenna System ("DAS") and associated radio frequency equipment at the Red Rocks Amphitheater (the "Agreement"); and

WHEREAS, the City and the Licensee wish to amend the Agreement, to enable Licensee to upgrade its system, and make additional changes to the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Permitted Use. Section 1.02 of the Agreement, entitled "**Permitted Use**," is hereby amended to provide that Licensee shall be authorized to operate the DAS and its base transceiver station ("BTS") equipment in the following FCC-licensed radio bands (and no others):

Cellular A Band: 824-835, 845-846.5, 869-880, 890-891.5 MHz.
PCS C5 Block: 1905-1910, 1985-1990 MHz
PCS A5 Block: 1860-1865, 1940-1945 MHz
PCS C Block: 1895 – 1910, 1975 – 1990 MHz
PCS D Block: 1865-1870, 1945-1950 MHz
AWS C Block: 1730-1735, 2130-2135 MHz
AWS D Block: 1735-1740, 2135-2140 MHz
AWS E Block: 1740-1745, 2140-2145 MHz
AWS H Block: 1760-1765, 2160-2165 MHz
AWS I Block: 1765-1770, 2165-2170 MHz
700 MHz Lower B: 704-710, 734-740 MHz
700 MHz Lower C: 710-716, 740-746 MHz
WCS A Block: 2305-2310, 2350-2355 MHz
WCS B Block: 2310-2315, 2355-2360 MHz
WCS C Block: 2315-2320 MHz
WCS D Block: 2345-2350 MHz

Other provisions of Section 1.02 not expressly amended above remain unchanged.

2. License Fees. Effective on the date the Licensee receives a Notice to Proceed from the City for the Enhancement Project (as hereinafter defined), Section 3.01 of the Agreement, entitled “**License Fees,**” is hereby amended so that the following fee schedule shall apply:

License Fee for Licensed Area \$4,000 per month

The Licensed Area described in Section 1.01 and Exhibit A of the Agreement is hereby modified to include space as shown on Exhibit A-1 attached hereto.

Other provisions of Section 3.01 not expressly amended above, including without limitation the fee increase provision, remain unchanged.

3. Enhancement Project. Licensee will through its contractor upgrade its DAS system to be neutral host that will allow for attachment by at least three other wireless carriers operating in FCC-licensed bands for personal wireless communications. This work (the “Enhancement Project”) is described in greater detail on Exhibit A-1 to this First Amendment and will replace Exhibits A and B to the Agreement. Licensee’s contractor will coordinate the Enhancement Project with the Director, or the Director’s designated consulting engineer for this matter, who will be responsible for scheduling and managing the Enhancement Project. Licensee will be responsible for the payment of a development fee to manage the Enhancement Project, in the amount of \$10,650.00, to be paid to the City prior to the commencement of the Enhancement Project.

The requirements set forth in Section 4 of the Agreement relating to Installation and Construction of the “DAS project,” are applicable to the Enhancement Project, including without limitation the following sections summarized below for emphasis:

a. Projects will be constructed in accordance with City ordinances, rules and regulations, and pursuant to permits or other approvals issued by the City and according to the terms thereof. Prior to construction, plans and specifications for the Enhancement Project must be submitted for review and approval to the City. City requirements for construction of the Enhancement Project include without limitation, compliance with the City’s Prevailing Wage law, sections 20-76 et seq., DRMC. (Section 4.02)

b. Licensee must submit three (3) sets of complete plans and specs for the Enhancement Project and a construction schedule to the City for prior approval. Upon completion, Licensee shall furnish evidence of payment, contractor’s affidavits, and

waivers for all liens. Licensee also shall include in Licensee's agreement with its contractors provisions whereby contractor defends and holds harmless City from all costs or damages related to such work. (Section 4.03)

c. A City-issued Notice to Proceed (NTP) and performance bonds for 100% of the construction costs are required before the Enhancement Project construction activities begin. (Section 4.03)

4. Term. Section 2.01 of the Agreement, entitled "**Term of the Agreement**," is hereby amended to read as follows:

"The Term of this Agreement shall commence upon April 1, 2010 and shall terminate on March 31, 2026, unless extended by written agreement of the parties, executed in the same manner as this Agreement."

5. Early Termination. Section 2.02 of the Agreement entitled "**Early Termination**" is hereby deleted in its entirety from the Agreement.

6. Notices. Licensee's notice addresses as set forth in Section 10.06 are hereby deleted in their entirety and replaced with the following:

Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Site Name: Red Rocks Amphitheater (CO)
Fixed Asset # 10129416
575 Morosgo Drive
Atlanta, GA 30324

With the required copy of legal notice sent to Licensee at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn: Legal Department
RE: Site Name: Red Rocks Amphitheater (CO)
Fixed Asset # 10129416
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute notice for purposes herein.

7. Future Users. City agrees that Licensee's right to install the DAS will be exclusive, and that City will not grant another commercial mobile radio service provider the right to install a commercial mobile radio service communications system on the Licensed Property

without Licensee's consent. Notwithstanding the terms of the foregoing sentence, Licensor may grant to any third party the right to install a Wi-Fi communications system on the Licensed Property. Licensee agrees to allow the other commercial mobile radio service providers to connect to the DAS under commercially reasonable terms and conditions, including the payment of reasonable fees including but not limited to application, capital contribution, installation, maintenance, and upgrade fees. City will negotiate a separate license with any interested commercial wireless companies for the use of the Licensed Property for the installation of equipment cabinets, cables, utilities and related equipment and accessories. City agrees to allow such other wireless carriers to use the DAS on substantially similar terms to those applicable to Licensee under this Agreement. Any such future users shall be required to enter into license agreements with the City, and shall not be considered "sublicensees" or "subtenants" of Licensee for the Licensed Property, but will be considered to be licensees of Licensee's DAS.

8. Removal of DAS. Upon the expiration or termination of this Agreement, the parties will negotiate in good faith for the extension, renewal or replacement of this Agreement under commercially reasonable terms and conditions. If the Agreement is not extended, renewed or replaced, Licensee shall, upon Licensor's written request, leave the DAS in place on the Licensed Property. If the City does not request in writing that Licensee leave the DAS in place at least thirty (30) days prior to the expiration or termination of this Agreement, then Licensee shall remove the DAS and Licensee's BTS equipment (except for antennas, electricity and communications cables and wires) within ninety (90) days after such expiration or termination of this Agreement.

9. No Other Changes. As herein amended, the Agreement is affirmed and ratified in each and every particular. Defined terms not otherwise defined in this First Amendment shall have the meaning(s) set forth in the original Agreement.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: THTRS-RC01006-01

Contractor Name:

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation
It's: Manager

By:



Name:

JON MORRIS

(please print)

Title:

DIRECTOR

(please print)

ATTEST: [if required]

By:



Name:

M. Aiko Sonoda

(please print)

Title:

DAS Portfolio Mgr

(please print)





at&t



188 INVERNESS DRIVE WEST
SUITE 400
ENGLEWOOD, CO 80112

PROJECT INFORMATION
SITE NAME
**RED ROCKS NEUTRAL
HOST DAS**

18300 WEST ALAMEDA PKWY.
MORRISON, CO 80401

SITE NAME: **RED ROCKS NEUTRAL HOST DAS**
PROJECT: NEW BUILD - CONCEPT DRAWINGS
SITE ADDRESS: 18300 WEST ALAMEDA PKWY.
MORRISON, CO 80401

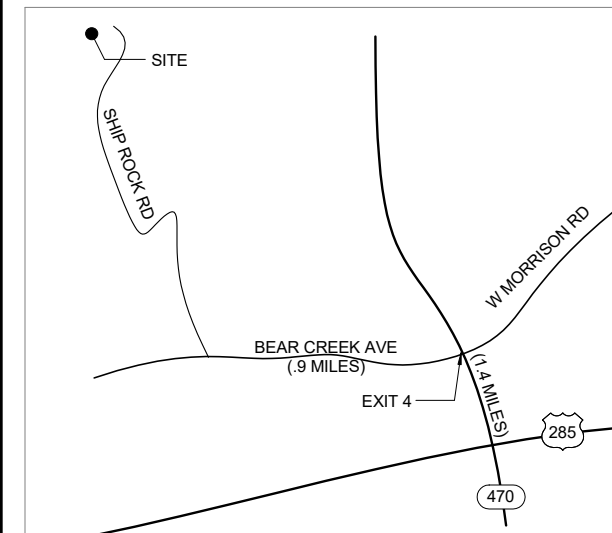
PHOTO SIM SHOWING PROPOSED CONDITIONS



PROJECT DESCRIPTION

- NEW NEUTRAL HOST HEAD END ROOM LOCATED UNDER (E) STAGE
- NEW INTERIOR AND EXTERIOR ANTENNAS TO SUPPORT NEW DAS NETWORK

VICINITY MAP



DIRECTIONS

- FROM DENVER
- TAKE I-25 TO EXIT 201 FOR US-285 SOUTH
 - EXIT US-285 FOR CO-470 WEST
 - EXIT WEST CO-8/ MORRISON RD
 - CONTINUE ON TO BEAR CREEK AVE
 - RIGHT ON SHIPROCK ROAD
 - SITE IS UNDER STAGE AT RED ROCKS AMPHITHEATER.

PROJECT DATA

JURISDICTION	CITY & COUNTY OF DENVER
APN	40-274-00-001
ZONING DESIGNATION	COMMERCIAL
<u>EXISTING BUILDING</u>	
OCCUPANCY GROUP	A - 5, ACCESSORY USE
CONSTRUCTION TYPE	V - B
FULLY SPRINKLERED	NO
NO. STORIES	N/A

GOVERNING CODES:
2009 IBC, 2009 IFC, 2009 IMC, 2009 IECC, 2011 NEC 2011 DBC ADMENDMENTS

A.D.A. COMPLIANCE
THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION

DRAWING INDEX

SHEET	DESCRIPTION
T1.0	TITLE SHEET
A1.0	SITE PLAN
A2.0	DEMO PLAN
A2.1	UNDERSTAGE FLOOR PLAN
A2.2	EQUIPMENT ROOM PLAN
A2.3	VISITORS CENTER FIRST LEVEL
A2.4	VISITORS CENTER SECOND FLOOR
A3.0	STAGE ELEVATION
A3.1	VISITORS CENTER ELEVATION
A4.0	ANTENNA MOUNTING DETAILS

CONSULTANT

A	03/07/16	ZD REVIEW	RK
B	04/12/16	ZD REV B	RK

1st REVIEW TN 2nd REVIEW KMS

**CHARLES
STECKLY**

ARCHITECTURE

5935 SOUTH ZANG STREET, SUITE 280
LITTLETON, COLORADO 80127
OFFICE: 303.932.9974

EXHIBIT A-1

TITLE SHEET

T1.0

HYBRID & COAX CABLES

POWER/GROUNDING

FIBER

ANTENNAS

RR/HBBU

PENETRATIONS

PROJECT TEAM

OWNER
CITY & COUNTY OF DENVER
PUBLIC WORKS
201 W. COLFAX AVE
DENVER, CO 80202

PROJECT MANAGER
ANDY TRINKAUS
AT&T SERVICES, INC
SR. REAL ESTATE AND
CONSTRUCTION MANAGER
2535 E. 40TH AVENUE
DENVER, CO 80205
CELL: 720.883.5364
OFFICE: 303.294.6330

REAL ESTATE MANAGER
JANNET RINALDI
AT&T SERVICES, INC
2535 E. 40TH AVE
DENVER, CO 80205
CELL: 720.878.5236
DESK: 303.299.5987

ARCHITECT
CHARLES STECKLY, AIA
CSAI
5935 S. ZANG STREET
SUITE 280
LITTLETON, CO 80127
CELL: 303.210.8972
OFFICE: 303.932.9974



188 INVERNESS DRIVE WEST
SUITE 400
ENGLEWOOD, CO 80112

PROJECT INFORMATION

SITE NAME
**RED ROCKS NEUTRAL
HOST DAS**

18300 WEST ALAMEDA PKWY.
MORRISON, CO 80401

CONSULTANT

A	03/07/16	ZD REVIEW	RK
B	04/12/16	ZD REV B	RK

1st REVIEW TN 2nd REVIEW KMS

**CHARLES
STECKLY**
ARCHITECTURE

5935 SOUTH ZANG STREET, SUITE 280
LITTLETON, COLORADO 80127
OFFICE: 303.932.9974

EXHIBIT A-1

SITE PLAN

A1.0

HYBRID & COAX CABLES

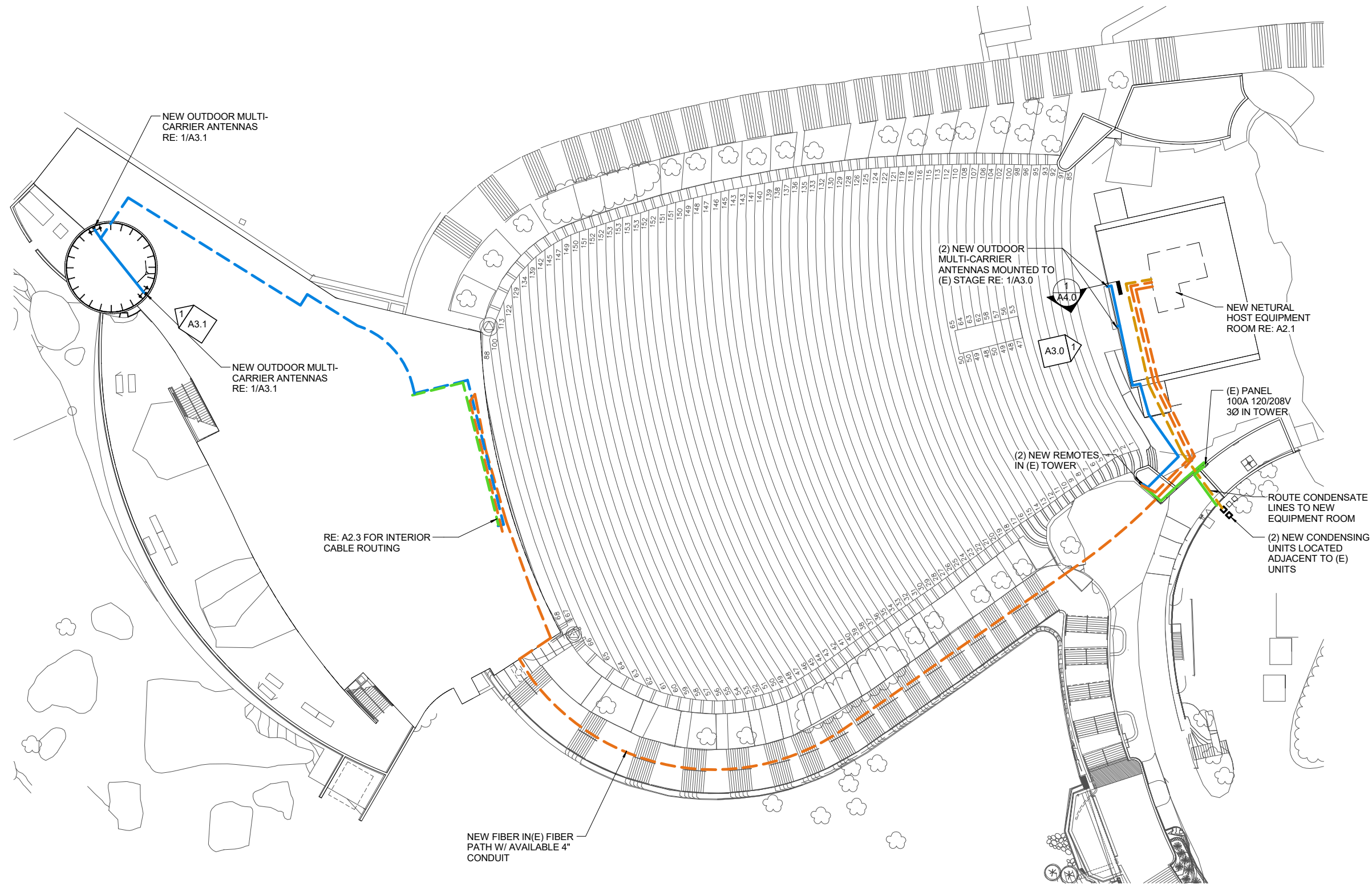
POWER/GROUNDING

FIBER

ANTENNAS

RR/HBBU

PENETRATIONS



NOTES:
1. ALL ITEMS NOTED ARE EXISTING U.N.O.
2. COLORS ON DRAWING REPRESENT NEW WORK



HYBRID & COAX CABLES

POWER/GROUNDING

FIBER

ANTENNAS

RR/HIBBU

PENETRATIONS



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MORRISON, CO 80401

CONSULTANT

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1st REVIEW TN 2nd REVIEW KMS

**CHARLES
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EXHIBIT A-1

DEMO PLAN

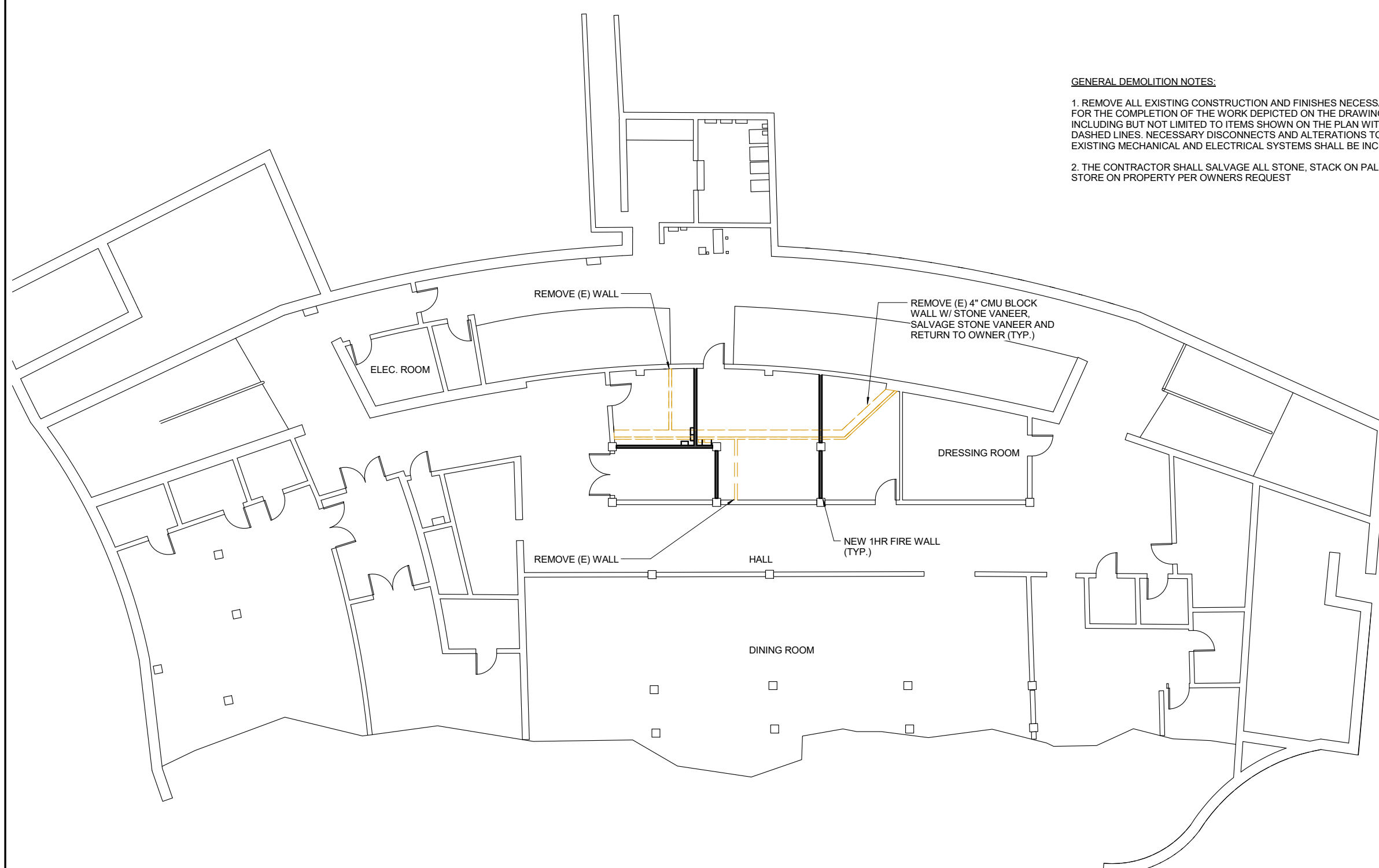
A2.0

KEY

-  EXISTING WALL
-  DEMOLISHED WALL
-  NEW WALL

GENERAL DEMOLITION NOTES:

1. REMOVE ALL EXISTING CONSTRUCTION AND FINISHES NECESSARY FOR THE COMPLETION OF THE WORK DEPICTED ON THE DRAWINGS, INCLUDING BUT NOT LIMITED TO ITEMS SHOWN ON THE PLAN WITH DASHED LINES. NECESSARY DISCONNECTS AND ALTERATIONS TO EXISTING MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INCLUDED.
2. THE CONTRACTOR SHALL SALVAGE ALL STONE, STACK ON PALLETS & STORE ON PROPERTY PER OWNERS REQUEST





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MORRISON, CO 80401

CONSULTANT

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B	04/12/16	ZD REV B	RK

1st REVIEW TN 2nd REVIEW KMS

**CHARLES
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EXHIBIT A-1

**UNDERSTAGE FLOOR
PLAN**

A2.1

HYBRID & COAX CABLES

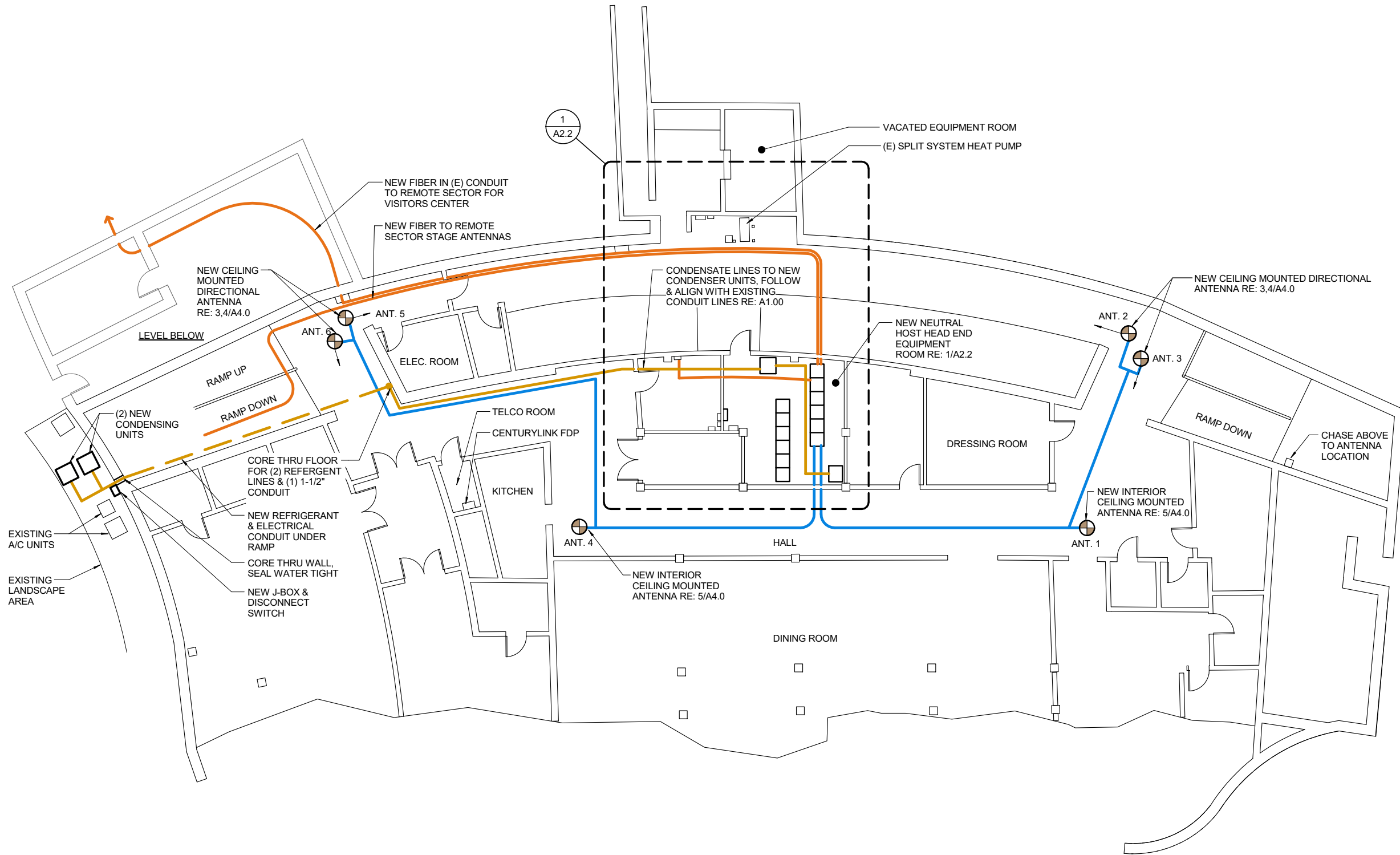
POWER/GROUNDING

FIBER

ANTENNAS

RR/HIBBU

PENETRATIONS



- NOTES:
1. ALL ITEMS NOTED ARE EXISTING U.N.O.
2. COLORS ON DRAWING REPRESENT NEW WORK



1 - UNDER STAGE FLOOR

1/16" = 1'-0"



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1st REVIEW TN 2nd REVIEW KMS

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EXHIBIT A-1

VISITORS CENTER FIRST
LEVEL

A2.3

PENETRATIONS
 NEW EASEMENT
 FIBER
 GENERAL CONSTRUCTION
 EXISTING EASEMENT



1 - VISITORS CENTER 1ST FLOOR PLAN

1" = 30'-0"



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1st REVIEW TN 2nd REVIEW KMS

**CHARLES
STECKLY**
ARCHITECTURE

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EXHIBIT A-1

**VISITORS CENTER
SECOND FLOOR**

A2.4

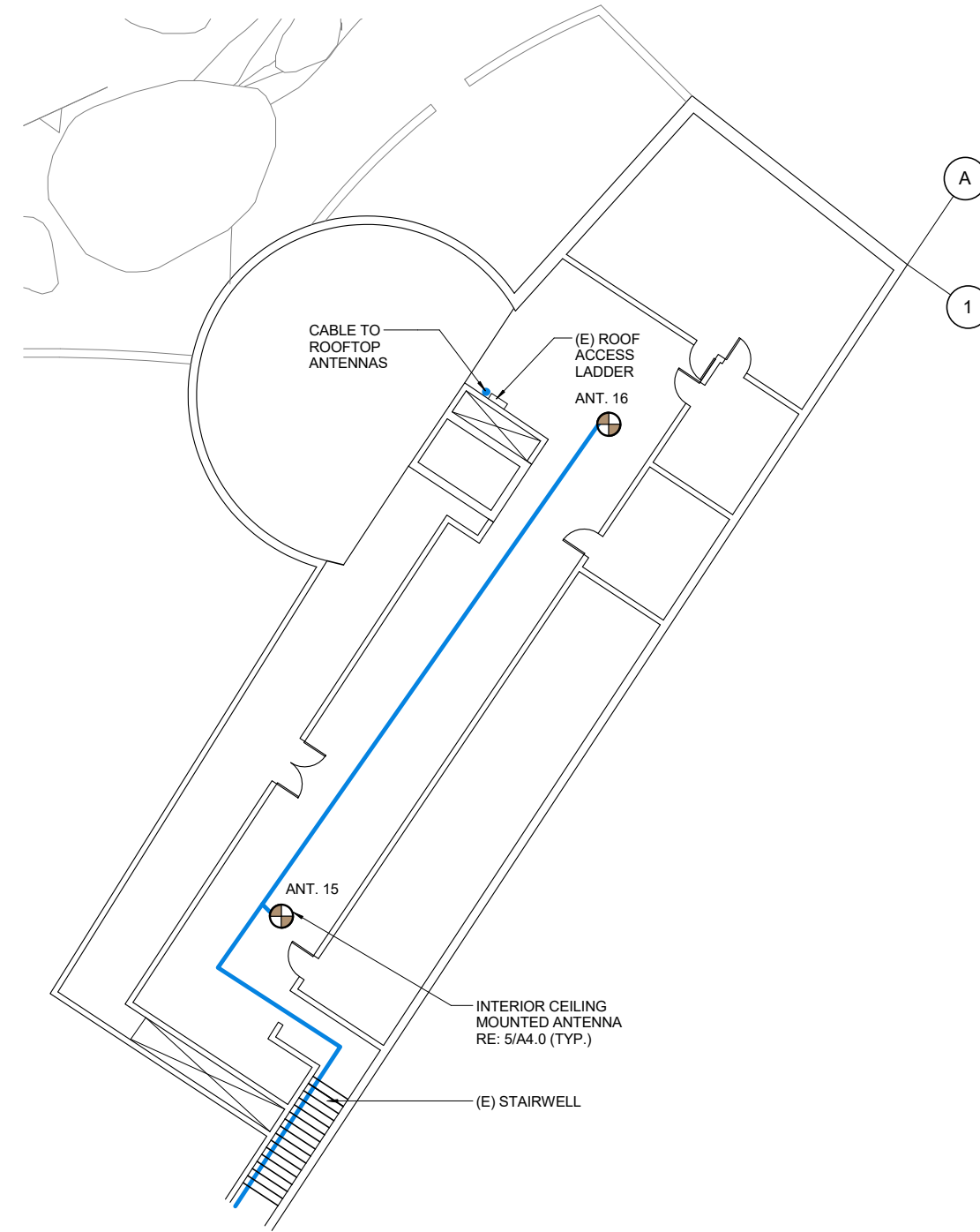
PENETRATIONS
NEW EASEMENT
FIBER
GENERAL CONSTRUCTION
EXISTING EASEMENT

2 - NOT USED

1 - VISITORS CENTER 2ND FLOOR PLAN



1" = 20'-0"



HYBRID & COAX CABLES

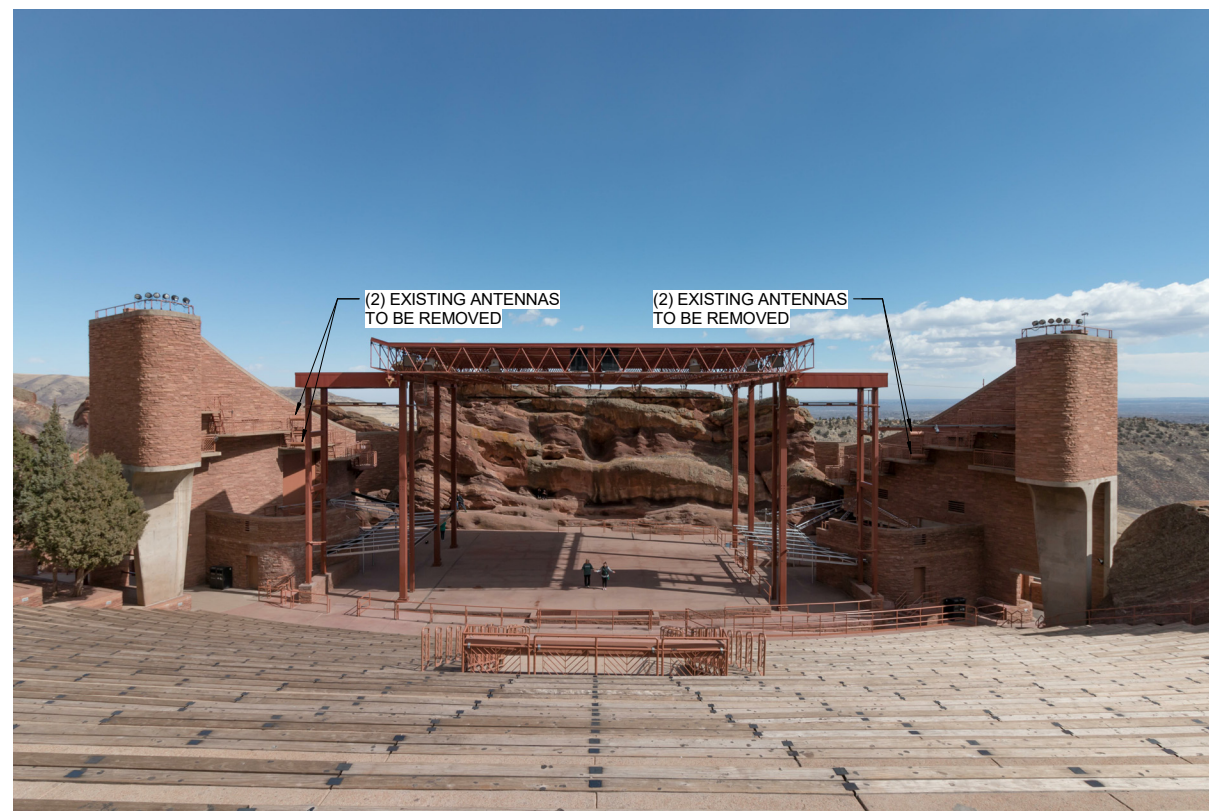
POWER/GROUNDING

FIBER

ANTENNAS

RR/HBBU

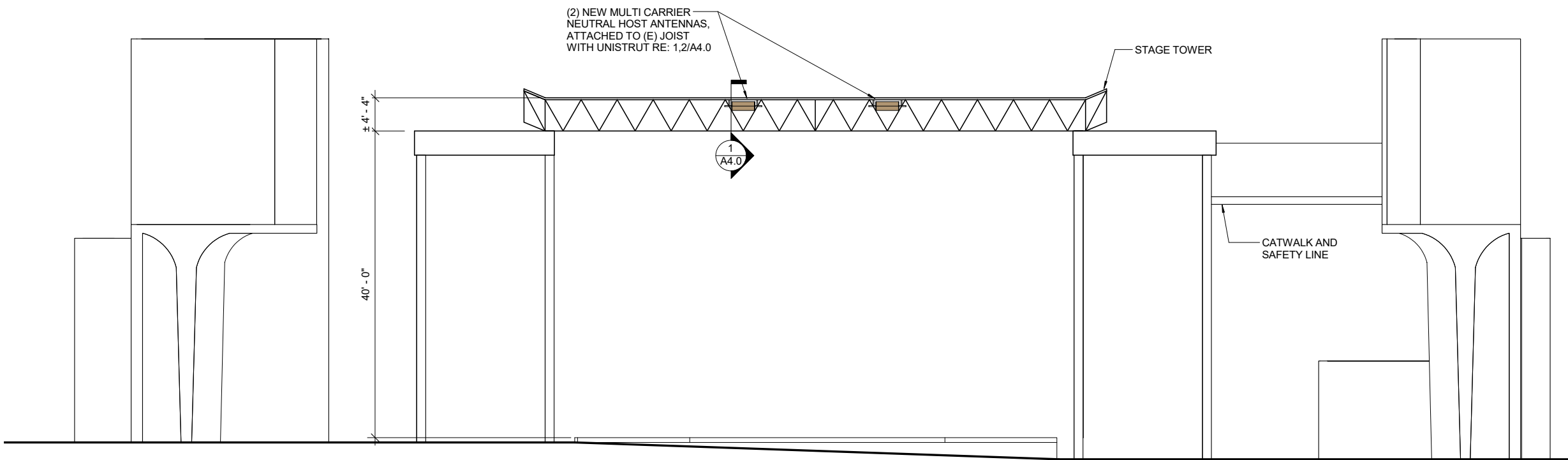
PENETRATIONS



3 - PHOTO SHOWING EXISTING CONDITIONS



2 - PHOTO SIM SHOWING PROPOSED CONDITIONS



1 - WEST STAGE ELEVATION

1/16" = 1'-0"



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CONSULTANT

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1st REVIEW TN 2nd REVIEW KMS

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EXHIBIT A-1

STAGE ELEVATION

A3.0



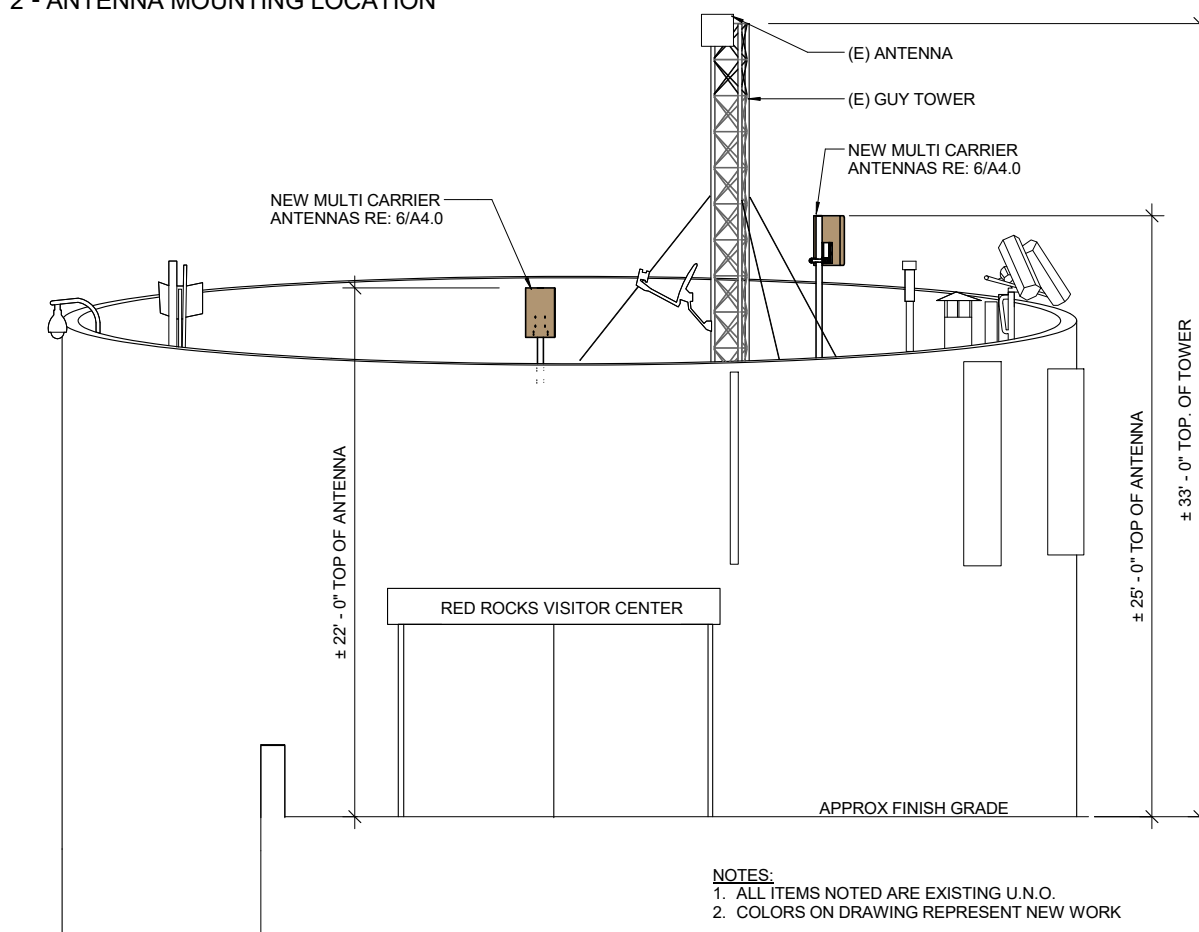
4 - PHOTO SHOWING EXISTING CONDITIONS



3 - PHOTO SIMS SHOWING PROPOSED CONDITIONS



2 - ANTENNA MOUNTING LOCATION



1 - VISITORS CENTER EAST ELEVATION

NOTES:
 1. ALL ITEMS NOTED ARE EXISTING U.N.O.
 2. COLORS ON DRAWING REPRESENT NEW WORK

1/8" = 1'-0"



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1st REVIEW TN 2nd REVIEW KMS

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EXHIBIT A-1

**VISITORS CENTER
ELEVATION**

A3.1

HYBRID & COAX CABLES

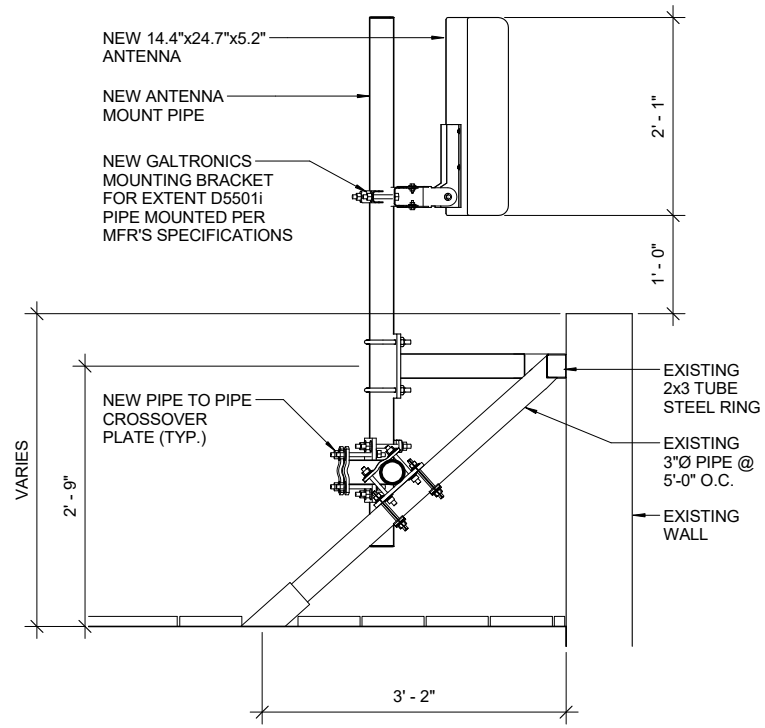
POWER/GROUNDING

FIBER

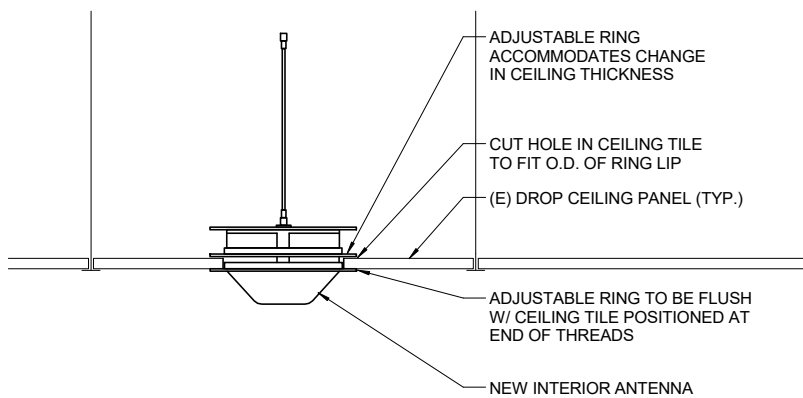
ANTENNAS

RRH/BBU

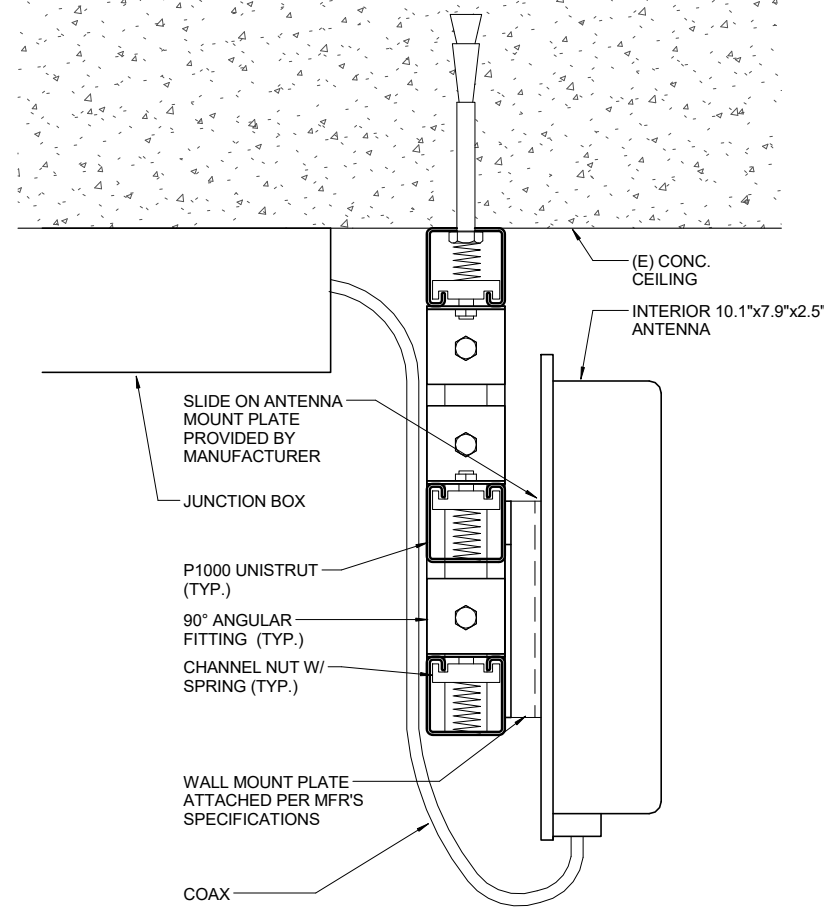
PENETRATIONS



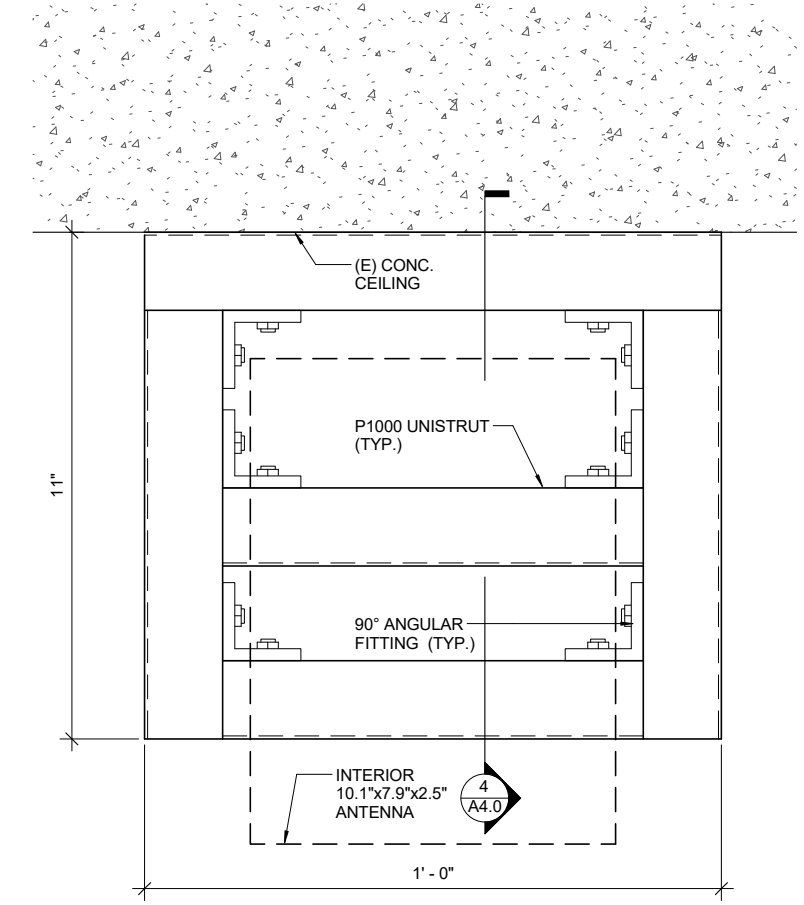
6 - ANTENNA MOUNTING DETAIL - VISITORS CENTER 1/2" = 1'-0"



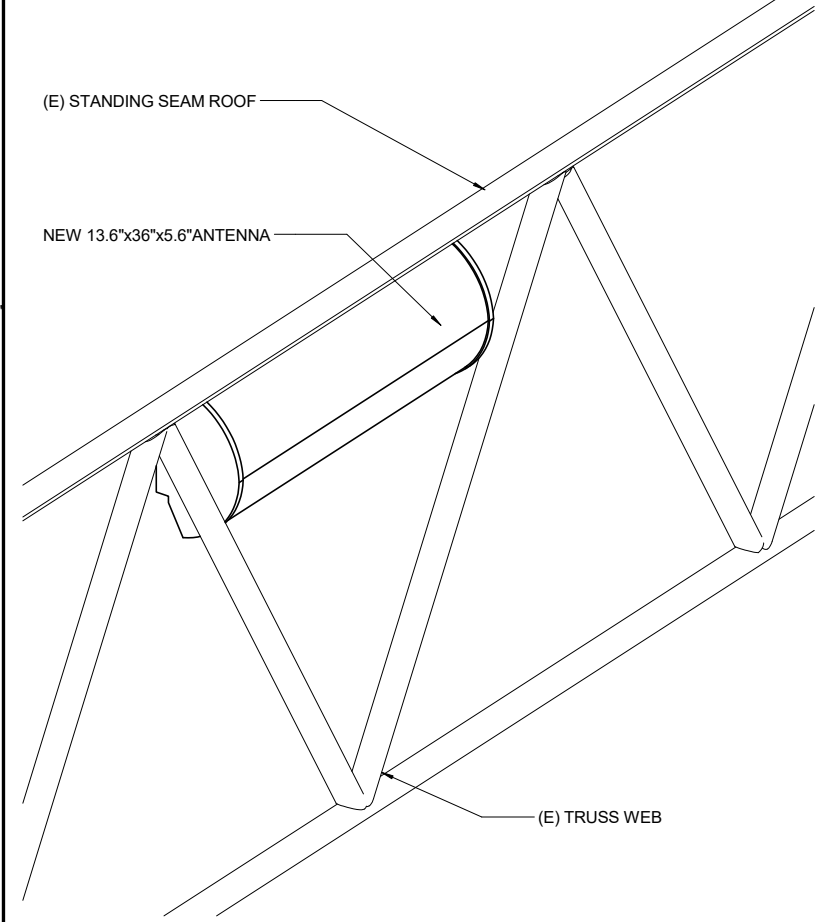
5 - INTERIOR ANTENNA MOUNTING DETAIL - CEILING N.T.S.



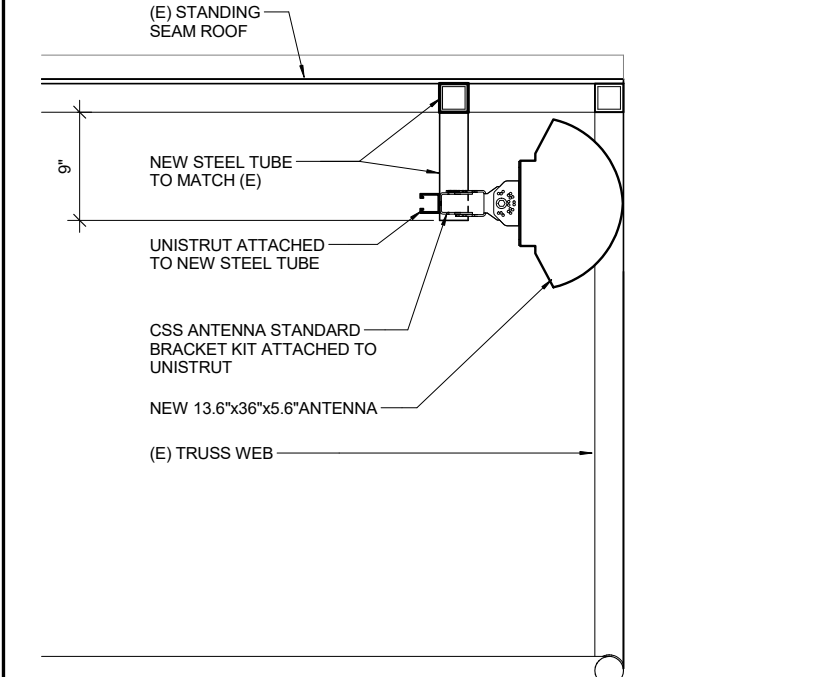
4 - DIRECTIONAL ANTENNA MOUNTING DETAIL - SECTION 3" = 1'-0"



3 - DIRECTIONAL ANTENNA MOUNTING DETAIL - ELEVATION 3" = 1'-0"



2 - ANTENNA ATTACHEMENT ISOMETRIC - STAGE N.T.S.



1 - ANTENNA ATTACHEMENT DETAIL SECTION - STAGE 3/4" = 1'-0"



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1st REVIEW TN 2nd REVIEW KMS

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EXHIBIT A-1

ANTNNA MOUNTING
DETAILS

A4.0

HYBRID & COAX CABLES

POWER/GROUNDING

FIBER

ANTENNAS

RR/HBBU

PENETRATIONS

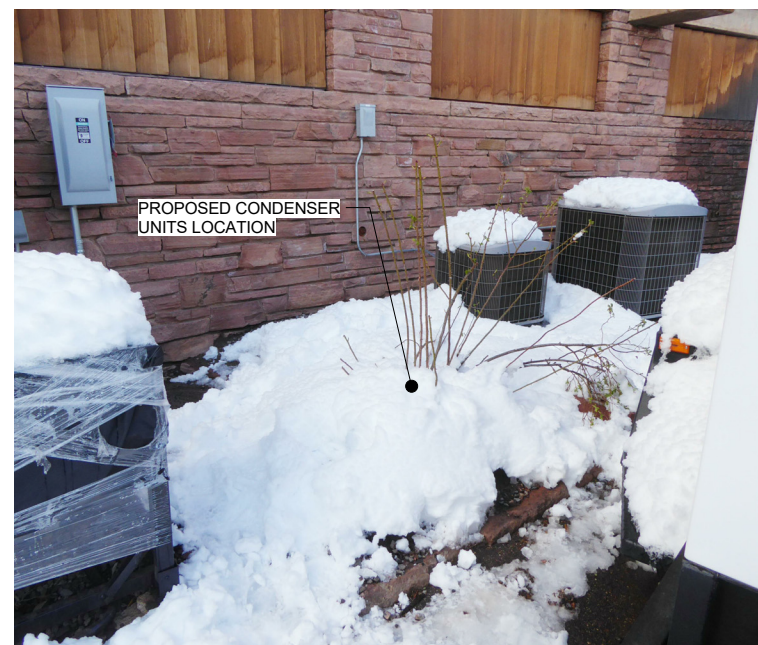


3 - UNDERSIDE OF STAGE

5 - NOT USED



4 - STAGE CABLE LADDER



2 - CONDENSER UNIT LOCATION



1 - STAGE CABLE LADDER



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1st REVIEW TN 2nd REVIEW KMS

**CHARLES
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ARCHITECTURE

5935 SOUTH ZANG STREET, SUITE 280
LITTLETON, COLORADO 80127
OFFICE: 303.932.9974

EXHIBIT A-1

SITE IMAGES

A5.0

HYBRID & COAX CABLES

POWER/GROUNDING

FIBER

ANTENNAS

RR/HBBU

PENETRATIONS



4 - NORTH GALLERY



2 - INTERACTIVE HALL



3 - EVENT ROOM



1 - SOUTH GALLERY



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1st REVIEW TN 2nd REVIEW KMS

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EXHIBIT A-1

SITE IMAGES

A5.1