

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into on the date of the City’s signature page by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”), acting for and on behalf of its Department of Aviation, and **T-MOBILE WEST LLC**, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, and authorized to do business in the State of Colorado (“**Licensee**”) (collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, the Parties entered into a Standard Wireless License Agreement, Contract No. 202054670-00, at Denver International Airport (“**DEN**”) with an Effective Date of January 29, 2021 (the “**Existing Agreement**”);

WHEREAS, on January 29, 2021, the City entered into a separate Standard Wireless License Agreement with Sprint Spectrum LP, Contract No. 202054668-00 (the “**Sprint Agreement**”);

WHEREAS, on April 1, 2020, Sprint Spectrum LP (*n/k/a* Sprint Spectrum LLC) was acquired by Licensee; and

WHEREAS, the City and Sprint Spectrum LLC terminated Contract 202054668-00, and so terminated all rights, obligations, and liabilities of the Sprint agreement, such termination documented by a First Amendment to and Termination of Agreement, City Contract No. 2024____; and

WHEREAS, the Parties desire to amend the Existing Agreement to extend the term of the Existing Agreement and further amend the Existing Agreement’s Exhibit A to include the areas formerly included in the Sprint Agreement, Contract 20205668-00, as set forth in this First Amendment;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Section 3.01 entitled “Term of the Agreement”, subsection A is hereby amended and restated to read as follows:

“A. The term of this Agreement shall commence on July 1, 2020 (“**Commencement Date**”) and shall terminate on June 30, 2027 (“**Expiration Date**”) unless otherwise terminated by City under the terms of this Agreement (“**Term**”).”

2. Section 3.02 entitled “Option(s)” is hereby deleted in its entirety.

3. *Exhibit A* of the Existing Agreement is deleted and replaced the *First Amended Exhibit A* attached to this First Amendment. All references to Exhibit A in the Existing Agreement shall mean the First Amended Exhibit A, from the date of execution of this First Amendment through the Expiration Date.

4. Section 7.05 entitled “Books of Account and Auditing” is deleted in its entirety and replaced with the following:

“7.05 Examination of Records and Audits.

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Licensee’s performance pursuant to this Agreement and any other transactions related to this Agreement. Licensee shall cooperate in a commercially reasonable manner with City representatives and City representatives shall be granted commercially reasonable access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

B. Additionally, Licensee agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Licensee related to Licensee’s performance of this Agreement, including communications or correspondence related to Licensee’s performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

C. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration (“FAA”), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Licensee which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Licensee further agrees that such records will contain information concerning the specific services performed along with the applicable federal project number.”

5. Section 11.10 entitled “Nondiscrimination” is hereby amended and restated to read as follows:

“11.10 No Discrimination in Employment.

In connection with the performance of Tasks under this Agreement, Licensee may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Licensee shall insert the foregoing provision in all subcontracts.”

6. Except as modified by this First Amendment, all of the terms and conditions of the Existing Agreement shall remain in full force and effect.

7. This First Amendment to the Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGES AND EXHIBIT FOLLOW]

Contract Control Number:
Contractor Name:

PLANE-202474530-01 / LEGACY-202054670-01
T-MOBILE WEST LLC

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:

Attorney for the City and County of Denver

By: _____

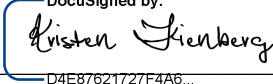
REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202474530-01 / LEGACY-202054670-01
T-MOBILE WEST LLC

By:  _____
D4E87621727F4A6...

Name: Kristen Fienberg
(please print)

Title: Manager, NSC
(please print)



ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

First Amended Exhibit A - Cell Site(s)

Contract No. 202054668

T-Mobile West, LLC

Macro Site or Zone Name	DEN EXHIBIT #	T-MOBILE SITE ID #
1: Conoco Station	L14-1-1-W3-S7-2	DN06139A
2: AOB Roof	AOB	DN01035A
3: Conc-B, 2-Sub E. Macro	R18-1-5-E34-N2-5	DN01420A
4: CDAS/In-Bldg, Conc. A	TBD	DNYH004A - Concourse A
5: CDAS/In-Bldg, Conc. B	R16-1-1-25-3	DNYH004A - Concourse B
6: CDAS/In-Bldg, Conc. C	TBD	DNYH004A - Concourse C
7: CDAS/Main Terminal & Parking Garages	R16-1-1-25-3	DNYH004A - Main Term & Parking
8: HTC DAS	R18-1-3-W3-S7-4	DNYH003A
9: Budget/Avis/UA Cargo (Small cell)	TBD	DNYH004A - Rental Car Blvd
10: Future Location(s)	NA	NA
No Rent Locations (CDAS Tunnels)	NA	NA