

Market: RMR
 Cell Site Number: COL01220
 Cell Site Name: Capitol Hill
 Fixed Asset Number: 10101152

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT is made and entered 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 authorized to do business in the State of Colorado, with an address of 208 South Akard Street, Dallas, Texas 75202-4206, hereinafter referred to as (the “Company”) collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated April 22, 2002 and an Amending Agreement on October 16, 2012, to provide the use of licensed property with communications equipment (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to extend the term, increase the Maximum Contract Amount and update other contract language as follows; and

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

1. Article 3.01 of the Agreement entitled “Term of the Agreement” is hereby amended to read as follows:

“3.01 Term of the Agreement:

The parties hereby agree to exercise the Second Additional Extension Term of this Agreement which shall commence on June 1, 2017, and expire on May 31, 2022 unless terminated sooner as provided in the Agreement. Hereafter, the defined term “Term” shall include the First and Second Additional Extension Term.”

2. The first sentence of Article 4.01 of the Agreement entitled “License Fees” of the schedule is hereby amended to read as follows and the monthly fee for the amended Term is set out below:

“4.01 License Fees.

Company agrees to pay City the amount of Two Hundred Thirty-Three Thousand Four Hundred Ninety Dollars (\$233,490.00) for the Second Amendment to License Agreement as License Fees in accordance with the schedule set forth below.

The monthly license fee for the period of the Second Additional Extension Term of June 1, 2017 through May 31, 2022 is \$3,891.50 per month.

Notwithstanding anything to the contrary in the Agreement, the monthly license fee for the period of the Second Additional Extension Term of June 1, 2017 through May 31, 2022 is Three Thousand Eight Hundred Ninety-One and 50/100 Dollars (\$3,891.50) per month.

3. Article 11.05 of the Agreement entitled “Notices” is hereby deleted in its entirety and replaced with the following:

“11.05 Notices.

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

To the City:

Department of Finance
Division of Real Estate
Attn: Lisa Lumley
201 W. Colfax Avenue, Dept. 1010
Denver, CO 80202
(720)865-4395

With Copy to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #COL01220
Cell Site Name: Capitol Hill (CO)
Fixed Asset #: 10101152
575 Morosgo Drive NE
Atlanta, GA 30324

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #COL01220
Cell Site Name: Capitol Hill (CO)
Fixed Asset #: 10101152
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other party as provided herein.”

4. The following clause shall be added to the Agreement as a new Section 12:

“**12. Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.”

5. The following clause shall be added to the Agreement as a new Section 13:

“**13. Memorandum of Lease.** Either party may, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge, and deliver to the other a recordable Memorandum of Lease in a form previously agreed to by the City. Either party may record this memorandum at any time, in its absolute discretion.”

6. The following clause shall be added to the Agreement as a new Section 14:

“**14. Other Terms and Conditions Remain.** In the event of inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.”

7. The following clause shall be added to the Agreement as a new Section 15:

“**15. Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.”

8. This Second Amendment may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

9. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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: FINAN-RC1Y028-02

Contractor Name: New Cingular Wireless PCS, LLC



By: Becky John Haney

Name: Becky John-Haney
(please print)

Title: Area Manager
(please print)

ATTEST: [if required]

By: Linda Theesfeld

Name: Linda Theesfeld
(please print)

Title: Lease Administration
(please print)



