

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2014, (“Effective Date”) by and between the **CITY AND COUNTY OF DENVER, a municipal corporation** (“City”), and **VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS, a Delaware limited liability company** whose principal office is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (“Licensee”).

SECTION 1 LICENSE RIGHTS

1.01 Licensed Property.

City owns property located in Jefferson County, known as Red Rocks Amphitheatre (“Red Rocks”). For purposes of this Agreement, the designated areas at Red Rocks are located at 2901 Ship Rock Road and 18300 W. Alameda Parkway (“Licensed Property”). City hereby grants to Licensee a limited, non-exclusive License for the use of certain designated areas on the Licensed Property as depicted on **Exhibit A** (“Licensed Area”).

1.02 Permitted Use.

The Licensed Property (or "Property") shall be used for the installation, maintenance, alteration, repair, replacement, operation, and removal of radio frequency equipment and a wireless communication facility, and related equipment, infrastructure and utility connections (collectively the “System”) at designated locations at the Licensed Property. The System shall be owned by Licensee and, except as set forth in sections 5.06, 5.07, 6.05 and 8.02 of this License Agreement, may not be touched or otherwise interfered without the express prior written permission of Licensee. Licensee may use the Licensed Property only for the uses set forth in this Agreement and consistent with Exhibit C (Minimum Technical Standards)(references in this Agreement to Exhibit C shall include Exhibit C-1 attached hereto, which contains agreed upon deviations from Exhibit C for this installation).

Licensee is authorized to operate in the following FCC-licensed radio bands and frequencies (and no others):

| <u>Band</u> | <u>Frequencies</u> |
|------------------|--|
| 700 MHz: | C block 746-757 and 776-787 MHz. |
| Cellular B band: | 835-845 & 846.5-849 and 880-890 & 891.5-894 MHz. |
| PCS E band: | 1885-1890 and 1965-1970 MHz. |
| PCS C3 band: | 1895-1900 and 1975-1980 MHz. |
| AWS B band: | 1720 MHz to 1730 MHz |
| AWS B band: | 2120 MHz to 2130 MHz |

Operation in any unlicensed radio band (as defined by the FCC) is prohibited.

1.03 City's Representative.

The City's Director of Arts & Venues Denver, or his/her Designee (herein, the "Director") authorizes all activities performed under this Agreement.

SECTION 2 TERM

2.01 Term of the Agreement.

The Term of this Agreement shall commence upon the first day of the month following the date of the City's full execution of this Agreement (the "Commencement Date"), and shall terminate on June 30, 2024.

2.02 Early Termination.

Either Party may terminate this Agreement without cause with thirty (30) days written notice to the other Party. In addition, this Agreement shall terminate automatically at such time as the Parties enter into and fully execute a new agreement with respect to telecommunications equipment at the Property, on the commencement date of such new agreement.

SECTION 3 FEES

3.01 License Fees.

Licensee agrees to pay City a monthly fee ("License Fee") of three thousand five hundred nine and 58/100 dollars (\$3,509.58), payable in monthly installments beginning on the Commencement Date, and continuing on the first day of each month thereafter. The License Fee shall increase four percent (4%) each year, with the increased License Fee taking effect on the anniversary of the Commencement Date of each year.

3.02 Place and Manner of Payments.

All sums payable to City shall be made payable without notice to:

City and County of Denver, Arts & Venues Denver
Attention: Finance Department
1345 Champa Street
Denver, CO 80204

All payments shall be made in legal tender of the United States. Any payment not made to City accrues interest at the lesser of (i) 18% per annum, or (ii) the maximum interest rate allowed under law, commencing on the tenth (10th) calendar day after the date such amount is due and owing until paid to City. Licensee agrees to pay any charges, fees, or costs incurred by the City

for collection of unpaid License Fees, including reasonable attorney's fees.

SECTION 4 INSTALLATION AND CONSTRUCTION

4.01 Plans and Specifications of the System.

(a) The Licensee shall at its sole cost and expense, design and construct upon the Licensed Property, the System pursuant to the plans and specifications set forth in **Exhibits B and C**, and in accordance with the requirements of this agreement. The System shall in all respects be constructed in accordance with all applicable rules and regulations of the City, and pursuant to any required building permit and zoning permit to be obtained from the City, and according to requirements or design guidelines of the City's Technology Services division, if any, and/or the Director.

(b) Prior to any installation and/or construction, four (4) copies of full and complete plans and specifications for the System must be submitted to the Director for review. These plans and specifications must include complete specifications of transmitter power, operating frequencies, filter passband and rejection characteristics, antenna model numbers and radiation patterns (both horizontal and vertical plane patterns), antenna height and location. Within fifteen (15) days of receipt, the City will either approve or reject the submission. Any rejection shall detail the reasons for the rejection.

4.02 Installation.

(a) Licensee agrees to install the System consistent with the approved plans and specifications, Exhibit B, and Exhibit C attached hereto.

(b) Prior to the commencement of installation of the System, Licensee or its contractor shall obtain and pay for all required permits. Good and workmanlike standards of design, construction and installation shall be required in connection with all such work, and the System shall conform at a minimum with applicable statutes, ordinances, building codes and regulations.

(c) Upon completion of the System, Licensee shall furnish to the Director evidence of payment, contractor's affidavits and full and final waivers of all liens for labor, services, or materials.

(d) Licensee shall include in Licensee's agreement with its contractors provisions whereby such contractor shall defend and hold harmless the City from all costs, liens, damages and expenses related to such work.

(e) Equipment shall be located in designated locations as defined by the City (preferably in existing phone rooms or other discreet locations). Antennas shall be no more than 13'9" x 36'9" and placed in discreet locations as approved by the venue. These locations can be in and around Red Rocks Amphitheatre and the Visitor Center.

(f) There shall be no more than four (4) panel antennas and one microwave dish as part of the facility.

(g) Licensee is responsible for all installation costs and to comply with all applicable laws, rules and regulations pertaining to Licensee's use and operation of the System. City is not obligated to make any modifications to the Licensed Property, including the Licensed Area, to support the installation of the System. If Licensee desires to make modifications to the Licensed Area, it must obtain prior written approval from the City; Licensee is responsible for the cost of modifications. Licensee may utilize existing conduit/cabling infrastructure as approved by the City as long as it does not materially and adversely interfere with current venue and events operations, and must do so on a first come first served basis.

(h) Licensee is responsible for acquiring land lines required for the installation and operation of the System.

(i) The City is not responsible for Licensee's equipment. Licensee shall be responsible to keep their equipment and System in good working order.

4.03 Construction Payment and Performance Bonds.

Prior to the commencement of the installation, construction and/or modification of the System, the Licensee and its contractors shall furnish to the City upon City's request, corporate surety bonds or such other acceptable sureties as approved in writing by the City, issued by a surety company licensed to transact business in the State and satisfactory to the City with the Licensee and its contractor or contractors as principals, in a sum not less than 100% of the total cost of the contract or contracts for the construction of the System. Such bonds shall guarantee prompt and faithful performance of such contracts and prompt payment by the Licensee to its contractors and by the Licensee's contractors to all persons supplying labor, materials, supplies, rental machinery, tools and equipment used directly or indirectly by such contractor, subcontractors of all tiers and suppliers in the prosecution of the work provided for in such construction contract and shall protect and indemnify the City from any liability, losses or damages arising therefrom.

4.04 Access.

(a) Subject to any rules and regulations or standards heretofore or hereafter adopted and promulgated by the City or the Director, including without limitation any nondiscriminatory rules and regulations governing entrance to and use of the Licensed Property, Licensee has the reasonable right of access, ingress to and egress from the System and Licensed Property for the Licensee's employees, and agents, its or their suppliers of materials and furnishers of service, so long as such personnel have sufficient identification badges, and its or their equipment, vehicles, machinery and other property necessary for the repair, maintenance, removal, installation or operation of the System, all with prior notice to and approval from the Director.

(b) The Licensee shall perform all construction and regularly scheduled maintenance work between the hours of 7:00 a.m. and 5:00 p.m.

(c) Emergency Access: In the event of a bona fide emergency, which shall be deemed to include any failure of Licensee's System, or any portion thereof, Licensee shall contact City or its representative for commercially practicable access. The City reserves the right to require a City escort at dates and times determined by the City. Licensee may reach a City representative to arrange access by calling (303) 697-1335.

4.05 Modification of Access Route.

The City may, at any time, temporarily or permanently, close any particular access to the Licensed Property, so long as a means of access is substituted and is concurrently made available Licensee, except in the case of an emergency. The Licensee hereby releases and discharges the City from any and all claims, demands or causes of action which the Licensee may now, or at any time hereafter, have against the City, arising or alleged to arise out of the closing of any point of access to the Licensed Property.

SECTION 5 USE AND OPERATION

5.01 Changes to System.

Licensee shall give City prior written notice of any proposed change in radio cabinets, transmitter power, frequencies, filters, number of antennas, antenna locations, antenna height, or antenna orientation. City shall have the right to reasonably review, approve or disapprove any such change within thirty (30) days after receiving such written notice. All such changes shall be subject to the Minimum Technical Standards, installation and preoperational conditions set forth herein.

5.02 Radio Frequency Interference.

Licensee shall diligently work to prevent and, in the event of failure to do so, immediately correct radio frequency interference to the City's Red Rocks' operations and events, event tenants and all activity therein, as well as public safety/licensee systems, licensee's or licensee's receivers and City's 802.11b WiFi system. To help achieve this goal, Licensee shall comply with the following:

(a) Compliance with Government Regulations. Licensee agrees to comply with all federal, state, local, or other government regulations applicable to Licensee and its activities in and upon the Licensed Property, hereunder including, but not limited to, regulations and standards published by the FCC.

(b) Radio Frequency Interference Study. Upon written request by City, Licensee agrees to conduct a radio frequency study prior to commencing operations and/or during the entire term of this Agreement at the Licensed Property, and to furnish City with the results of the study and include it as part of the Licensee's System Plans and Specifications.

(c) Compliance with Minimum Technical Standards. Licensee agrees to comply with

the most recent edition of the Minimum Technical Standards attached hereto as **Exhibit C**. City may update the Minimum Technical Standards from time-to-time, as required, to address the state-of-the-art.

(d) Maintenance. Licensee shall maintain, at no cost to the City, and repair Licensee's System, to comply with FCC rules and to prevent interference.

(e) Changes and Additions to System. Licensee shall notify City of any changes or additions to associated RF equipment, transmit and receive frequencies, transmitter output power, antenna configurations, and effective radiated power before making new installations or modifications to existing installations. An interference study shall be conducted by Licensee, at Licensee's expense, prior to any proposed frequency changes. All such additions or changes must be approved in writing prior to making the change. Unauthorized changes will be considered to be non-compliant with this Agreement.

(f) Cooperation. City encourages Licensees to resolve potential or real interference problems between themselves. Licensee agrees to cooperate fully with City and other licensees to diagnose and correct interference problems. Such cooperation may require Licensee to temporarily reduce or shut down transmit power to help diagnose problems.

(g) Additional Studies. When City, based on inquiry and evaluation, becomes aware of a potential interference problem caused directly or indirectly, wholly or partially, by Licensee's System, City may require Licensee to reimburse City for the cost of an interference study to include radio frequency measurements. The purpose of this interference study is to identify the problem or show that the potential problem is not caused directly or indirectly, wholly or partially by Licensee's System. This study shall be conducted by a consulting engineer selected by City after consultation with Licensee. The total cost of the study shall be equally borne by the Licensee and any other licensees which may be hereafter approved by City. Upon completion of said study the cost may be allocated directly to the Licensee(s) which caused the interference.

(h) Interference Mitigation. When necessary to correct interference problems, as determined by City in City's reasonable discretion, Licensee agrees, at Licensee's expense, to install cavity-type bandpass filters, notch filters, isolators, or other state-of-the-art equipment. These equipment items are in addition to the minimum equipment of the Minimum Technical Standards. The minimum equipment items shall be installed regardless.

(i) Radio Frequency (RF). Licensee shall ensure that its Frequencies used for the operation of the System does not interfere with any operation of Red Rocks. Licensee shall provide documentation of the frequencies that it is using which shall be a part of this Agreement. Licensee shall not occupy any frequencies that they are not using for the purposes of blocking other licensees from operating. Licensee shall be responsible for conducting an RF scan to verify there will be no interference with other systems. This shall occur prior to Licensee turning on its System and shall be documented by a third party vendor and submitted to City. Once City has reviewed the study they will give notice to Licensee that it can turn on its System. City shall reasonably review the documentation within fifteen (15) business days. If City is not satisfied with the details of the study, City will give notification to Licensee as to what needs to be

remedied before notice to proceed will be given.

(j) Enforcement. If Licensee's equipment or operations cause radio frequency interference, as determined by the City in City's reasonable discretion, including without limitation interference with public safety or the City's public safety channels, radio system or other electronic means of public safety enforcement, and if the interference is not eliminated within ten days after written notice from City, then City may, at Licensee's expense, temporarily turn off the power to the System. In addition, the City retains the right to turn off the Licensee's System when the City reasonably believes that the Licensee's System causes interference with the venue, show or an event's equipment and operation. City shall contact Licensee at the time the System needs to be turned off so Licensee can facilitate the effort to turn off the System, isolate any interference, and turn the System back on with minimal interruption. Licensee, at the Licensee's expense, shall (i) have the right to make such repairs, maintenance, replacements or adjustments to the System as may be reasonably necessary to prevent such interference (all such repairs, maintenance, replacements or adjustments shall be performed in accordance with this Agreement), and (ii) have the right to conduct intermittent tests of the System at times mutually agreeable to City and the Licensee (in the exercise of both parties reasonable discretion) to determine if the System will continue to cause such interference.

City will use reasonable efforts to obtain similar provisions regarding the prevention and elimination of interference in any new license entered into by City with future Licensees.

(k) Violations and Remedies. City requires that all licensees operate their respective systems with no interference to other licensees' systems. All disputes regarding the cause or resolution of specific interference problems or complaints must be evaluated by an independent third party selected by the City (and acceptable to Licensee in its reasonable discretion) who is competent to evaluate the potential causes of the interference and the measures required for its resolution. If it is determined that interference to the equipment, frequencies or channels of the Licensee or other Licensees or users at the Licensed Property is a result of the non-compliance of those facilities with the City's Minimum Technical Standards, it shall be the responsibility of the Licensee or other Licensees or users to resolve the interference. If the interference continues when these facilities are brought into compliance with the Standards, then it shall be the Licensee's responsibility to take whatever measures are necessary to resolve the interference as provided above.

(l) Definition of Interference. For the purposes of this Agreement, "interference" may include, but is not limited to, any use on Licensed Property that causes electronic or physical obstruction with, or degradation of, public safety communications signals, or Red Rocks event-related communications signals.

5.03 Operational Test Procedures.

The following test procedures shall be approved by City prior to or during, whichever is applicable, Licensee's operation of the System.

(a) Perform a desktop interference study to include all frequencies to be used by

Licensee to ensure no interference is likely from intermodulation products or out-of-band emissions.

(b) Verify the results of the interference study by conducting appropriate measurements of the installed systems.

(c) If problems are found, make recommendations for additional filtering, channel changes, greater antenna separation, or other fixes, as necessary.

5.04 Compliance with Municipal Rules and Regulations.

Licensee shall comply with and shall cause its officers and employees and any other persons over whom it has control to comply with such reasonable rules, regulations and standards governing the use of the System and any other portion of the Red Rocks Amphitheatre as may from time to time be adopted and applied by the City in a uniform and non-discriminatory manner, for the management, operation and control of the Amphitheatre, and with such reasonable amendments, revisions, additions and extensions thereof as may from time to time be adopted and applied in a uniform and non-discriminatory manner; provided, however, such rules and regulations shall not be inconsistent with the rights herein granted to Licensee.

5.05 Compliance with Other Governmental Regulations.

Licensee shall, at all times, faithfully obey and comply with all existing and future laws, rules and regulations adopted by Federal, State, local or other governmental bodies and applicable to or affecting the Licensee and its operations and activities in and around the Licensed Property; provided, however, that the parties acknowledge and agree that the rules and regulations prescribed by the FCC shall govern and control issues related to frequency interference.

5.06 Repairs and Maintenance.

The maintenance, care and any necessary replacement of the System shall be made by the Licensee. Licensee covenants and agrees during the Term hereof, after the occupancy of the System:

(a) that Licensee shall keep the System in good order and condition, and will make all necessary and appropriate repairs replacements and renewals thereof as reasonably determined by Licensee;

(b) that Licensee shall not permit rubbish, debris, waste materials or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the System or to be disposed of improperly;

(c) that Licensee shall at all times maintain the System in accordance with all applicable codes, Minimum Technical Standards of the City and manufacturer's specifications;

(d) that Licensee shall promptly repair any and all damage to, among other things, the structures, equipment and surrounding property at the Licensed Property as a result of Licensee's

installation and operation of its System including, but not limited to, any leaks or physical damage as a result of roof penetrations or other physical penetrations to the building or structures caused by Licensee's antenna mountings, cable/conduit penetrations, and/or other workmen and maintenance activities. In the event the Licensee fails to repair any such damage noted in this Section 5.06(d), the City will have the right to conduct such repairs and invoice Licensee for the cost.

(e) that tools, test equipment and work materials shall only be stored in areas approved by the Director;

(f) that all roof, building penetrations and other areas of the Licensed Area and/or Licensed Property modified by Licensee will be restored to original condition upon termination.

(g) For purposes of this Section, the System, as it relates to Licensee, refers to Licensee's equipment and approved alterations thereto.

5.07 Right to Enter, Inspect and Make Repairs.

The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Licensee's operations as is reasonably practicable) to access Licensee's equipment for the following purposes:

(a) to inspect such equipment at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Licensee has complied and is complying with the terms and conditions of this Agreement with respect to such Licensed Area, or, if applicable, to Licensed Property;

(b) to perform maintenance and make repairs and replacements in cases where the Licensee is obligated but has failed to do so, after the City has given the Licensee reasonable notice so to do, in which event Licensee shall reimburse the City for the reasonable cost thereof within thirty (30) days of Licensee's receipt of City's invoice accompanied by reasonable substantiation of the costs incurred. Such maintenance and repairs shall be limited to support systems that present a safety hazard or affect others such as HVAC, plumbing, lighting, fire suppression systems, etc. Under no circumstances will City attempt to repair or alter in any way Licensee's operational equipment such as base station radios, other electronic equipment, alarm systems, antennas, coaxial cable, DAS, UPS, etc.

No such access undertaken by or on behalf of the City in strict compliance with the provisions of this Section 5.07, shall cause or constitute a termination of the Agreement or be deemed to constitute an interference with the possession thereof by the Licensee.

5.08 Care of Area.

Licensee agrees that, in the course of its operations, Licensee will keep the Licensed Property in a neat, clean, safe, sanitary and orderly condition at all times, and further agrees that it will keep such area free at all times of all paper, rubbish, spills, and debris. Accumulation of boxes,

cartons, barrels or other similar items shall not be permitted within any area of the Licensed Property.

5.09 Utilities.

(a) License Fee covers cost of electricity; however it does not cover the cost of providing service at locations where service is not currently located. If additional service locations need to be added, Licensee shall be responsible to install it in compliance with all applicable laws, codes and regulations (“Laws”).

(b) Licensee shall be responsible for and provide an independent ventilation, heating and air conditioning system for those portions of the System, if any, that are expressly required by the manufacturer of the System to maintain manufacturer’s warranties based upon Licensee’s installation of the System in and upon the Licensed Area.

5.10 Interruption of Utility Services.

Licensee agrees that City shall not be liable for failure to supply any utility services. City reserves the right to temporarily discontinue utility services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other happenings beyond the control of the City, the City is unable to furnish such utility services. The City shall not be liable for damages to persons or property for such discontinuance. Nor shall such discontinuance in any way be construed as cause for abatement of fees, unless caused by the gross negligence or intentional misconduct of the City or its agents, contractors or employees, or operate to release the Licensee from any of its obligations hereunder.

SECTION 6 INSURANCE AND INDEMNITY

6.01 Insurance.

General Conditions: Licensee agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Licensee shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VII- or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Licensee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties

identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Licensee shall be responsible for the payment of any deductible or self-insured retention which all coverages secured by Licensee contain. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Licensee. The Licensee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(a) Proof of Insurance: Licensee shall provide a copy of this Agreement to its insurance agent or broker. Licensee may not commence services or work relating to the Agreement prior to placement of coverage. Licensee certifies that the certificate of insurance attached as Exhibit D, preferably an ACORD certificate, provided by Licensee complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Licensee's breach of this Agreement or of any of the City's rights or remedies under this Agreement. In the event of a claim arising out of this Agreement, the City's Risk Management Office may require additional proof of insurance, including but not limited to endorsements.

(b) Additional Insureds: For Commercial General Liability and Auto Liability, Licensee and subcontractor's insurer(s), if there are any subcontractors, shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(c) Waiver of Subrogation: For all required coverages, Licensee's insurer shall waive subrogation rights against the City.

(d) Subcontractors: All subcontractors shall procure and maintain the same coverages required of the Licensee. Licensee shall endeavor to ensure that all such subcontractors maintain the required coverages.

(e) Workers' Compensation/Employer's Liability Insurance: Licensee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per accident for each bodily injury claim, \$100,000 per accident for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(f) Commercial General Liability: Licensee shall maintain a Commercial General Liability insurance policy with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage including contractual liability, personal and advertising injury products and completed operations, and \$2,000,000 general aggregate.

(g) Automobile Liability: Licensee shall maintain limits of \$1,000,000 combined single limit for bodily injury and property damage applicable to all owned, nonowned and hired vehicles operating on City property and elsewhere for work under this Agreement.

(h) Additional Provisions:

(1) For Commercial General Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) A severability of interests, separation of insureds or cross liability provision; and
- (iii) A provision that coverage is primary and non-contributory (as to Licensee's acts or omissions) with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, if any:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(3) Licensee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense and where such general aggregates or other aggregate limits have been reduced below required limits, the Licensee will procure and evidence additional reasonable and prudent limits.

6.02 Indemnification.

Licensee agrees to indemnify, release and hold harmless the City, and its officers, agents and employees, from and against any and all loss of or damage to property or injuries to or death of any person or persons, including property and officers and employees of the City, and shall defend, indemnify and save harmless the City, and its officers, agents and employees from any and all claims, damage, suits, costs, expense, liability, actions or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from or arising out of, directly or indirectly, its use and/or operation and/or occupancy of City property or the Licensed Property and including acts and omissions of officers, employees, representatives, suppliers, invitees, contractors, subcontractors and agents of Licensee; provided, that the Licensee need not release, indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence or willful misconduct of the City's officers, agents and employees. The minimum insurance requirements prescribed herein shall not be deemed to limit or define the obligations of Licensee hereunder.

6.03 Limitation on Liability.

Licensee agrees that no liability shall attach to City for any damages or losses incurred or claimed by Licensee or any other person or party on account of the installation or construction of

the System by Licensee. Licensee agrees that it shall not in any way seek damages or make any claims against the City for any interference or delay caused by construction in adjacent areas, other businesses or Red Rocks Amphitheatre operations, including without limitation damages or losses in the nature of delay damages, lost labor productivity, and impact damages.

6.04 Taxes, Licenses, Liens and Fees.

Licensee agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations hereunder and to take out and keep current all municipal, state or federal licenses required for the conduct of its business at and upon the Licensed Property and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent. Licensee also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the Licensed Property, or improvements thereto, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman for Licensee, as contractors or subcontractors. Licensee further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Licensed Property or the System.

6.05 City's Rights.

(a) City shall retain all the rights to the use, occupancy and ownership of the Licensed Property and fixtures herein described (subject to the Licensee's rights set forth herein); and such use, occupancy and ownership shall not be interfered with by the exercise of the rights granted hereunder during the term hereof, except to the extent interference shall be a result of the installation, inspection, maintenance, alteration, repair, replacement, operation and removal of the System; provided, however, that Licensee shall reimburse City for any damage to improvements that may result from such installation, inspection, maintenance, alteration, repair, replacement, operation and removal.

(b) If the City desires Licensee to leave any modifications conducted by Licensee in place, then Licensee is permitted to leave it without compensation from the City. If Licensee does not restore modifications and the City does on their behalf, then Licensee shall reimburse the City for the work.

(c) City specifically reserves for itself, other lessees, licensees and assignees of City, all rights which do not materially and adversely interfere with Licensee's use of the Licensed Property; provided, however, that neither City or its lessees, licensees and assignees shall have any right to utilize or have access to the Licensee's electronic equipment, it being expressly acknowledged and agreed that certain portions of the Licensee's electronic equipment may contain confidential or Licensee-protected technology. City represents it will not materially and adversely interfere with, and will not permit or allow other Licensees or Licensees to materially and adversely interfere with, the rights of Licensee under the terms of this Agreement.

(d) Surrender of Licensed Property. Upon the expiration or earlier termination of this Agreement or on the date specified in any demand for possession by City after any default by

Licensee (after any applicable notice and cure periods), Licensee covenants and agrees to surrender possession of the Licensed Property to City in the same condition as when first occupied, ordinary wear and tear excepted.

(e) Removal. Licensee shall remove, at its sole cost, at the expiration or termination of this Agreement, the System and all of Licensee's equipment within 30 days after the date of termination or expiration. If such removal shall injure or damage the Licensed Property, Licensee agrees, at its sole cost, to immediately repair such injury or damage in a good and workmanlike manner and to put the Property in the same condition as it would have been if the System had not been installed, reasonable wear and tear excepted. If Licensee fails to remove the System and Licensee's equipment within 30 days after the expiration or termination of this Agreement, City, at its option, may remove, store and /or dispose of same and retain any proceeds therefrom, and further is entitled to recover any cost of City in removing same and in restoring the Licensed Property.

(f) Holding Over. If Licensee holds over after termination of this Agreement, and so long as the System remains on or within the Licensed Property (even if it has been disconnected) and Licensee's access continues, Licensee shall pay to City a holdover fee equal to 150% of the then total License fee prorated from the effective date of termination or Expiration Date, whichever is applicable, to the date the System is removed from the Property. Nothing herein shall be construed to give Licensee the right to hold over at any time, and City may exercise any and all remedies at law or in equity to recover possession of the Property, as well as any damages incurred by Licensee.

SECTION 7 SPECIAL COVENANTS

7.01 Assignments.

Licensee shall not assign or otherwise transfer its interest in this Agreement, in whole or in part, or any right or interest or interests granted to it by this Agreement, sublet, or otherwise transfer any interest in or to the Licensed Property, without the prior written consent of the City, which consent can be given or denied in City's sole discretion. Notwithstanding the foregoing, Licensee may assign this Agreement in whole to any business entity which is parent, subsidiary, affiliate of Licensee, or to any party that acquires all or substantially all of the Licensee's radio spectrum assets in the Denver market area, by reason of a merger, acquisition or other business reorganization.

7.02 Use, Possession or Sale of Alcohol or Drugs.

Licensee and its officers, agents and employees shall cooperate and comply with the provisions of the City and County of Denver's policy or order or any successor policy or order concerning the use, possession or sale of alcohol or drugs on City property.

7.03 Smoking Policy.

Licensee and its officers, agents and employees shall cooperate and comply with the

provisions of the City's policy or order prohibiting smoking in all indoor facilities and buildings and Licensee agrees it will take reasonable action to prohibit smoking by its employees in the public areas and Licensed Property except in specially designated areas.

SECTION 8 DEFAULT AND REMEDIES

8.01 Default.

Licensee shall be in substantial default under this Agreement if Licensee:

(a) Fails to timely pay within fifteen (15) business days after receipt of written notice from the City that rent, fees or any other payments required hereunder are past due; or

(b) Becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

(c) Transfers its interest under this Agreement, unless such transfer is specifically authorized pursuant to Section 7.01; or

(d) Fails to timely submit plans and specifications, bonds and other pre-construction submittals or, required by the express terms of this Agreement and such failure continues for a period of thirty (30) days after Licensee has received written notice from the City of such failure; or

(e) Abandons, deserts or vacates the Licensed Property or Licensed Area; or

(f) Suffers any materialmen's or mechanic's lien or attachment to be filed against the the System or City's property because of any act or omission of Licensee, and such lien or attachment is not discharged or contested by Licensee in good faith by proper legal proceedings within thirty (30) days after Licensee's receipt of written notice thereof from City; or

(g) Fails to keep, perform and observe any other promise, covenant or agreement set forth in this Agreement and such failure continues for a period of more than thirty (30) days after delivery by City of a written notice of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Licensee within thirty 30 days of Licensee notice Licensee commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control; or

(h) Gives its permission to any person to use for any illegal purpose any portion of the City's property made available to Licensee for its use under this Agreement.

8.02 Remedies.

If Licensee defaults in any of the covenants, terms and conditions herein and such default is

not cured within any applicable notice and cure periods, the City may exercise any one or more of the following remedies:

(a) The City may elect to allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies hereunder, including without limitation the right to collect compensation as it becomes due together with interest; or

(b) The City may cancel and terminate this Agreement and repossess the Licensed Property and/or the System, and without liability for so doing, upon giving 30 days written notice to Licensee of its intention to terminate, at the end of which time all the rights hereunder of the Licensee shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days of receipt of such notice. Notwithstanding the foregoing, Licensee shall be allowed only two notices of default hereunder which it may cure within the time specified in this section. The third notice shall be final and shall at the option of City (1) cancel and terminate all of the rights hereunder of the Licensee, and the City may, upon the date specified in such third notice, reenter the Licensed Property and remove therefrom all property of the Licensee and store the same at the expense of the Licensee, or (2) elect to proceed under subparagraph C. below. City is held to a standard of reasonableness in determining whether the default is a minor or substantial default. Termination may be exercised by City only for a substantial default.

If City elects to terminate, Licensee shall be liable to City for all amounts owing at the time of termination, including but not limited to compensation due plus interest thereon together with any other amount to fully compensate City for all loss of compensation, damages, and costs, including reasonable attorney's fees, caused by Licensee's failure to perform its obligations hereunder.

(c) The remedies provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to City under law or equity.

8.03 Dispute Resolution.

All disputes of whatsoever nature between the City and Licensee regarding this Agreement shall be resolved by administrative hearing, pursuant to the procedure established by Denver Revised Municipal Code, Section 56-106. For the purpose of that procedure, the City official rendering a final determination shall be the Director.

8.04 No Waiver.

No failure of City to insist upon the strict performance of a term, covenant or agreement contained in this Agreement shall be deemed or taken to be a waiver by the City of any succeeding or other breach.

**SECTION 9
LOSS OF AND LIABILITIES
PERTAINING TO THE SYSTEM**

9.01 Damage or Destruction and Restoration.

In case of damage or loss of all or any portion of the System, the Licensee will give prompt notice thereof to the City; and, except as otherwise provided herein, the Licensee shall promptly commence and complete with due diligence (subject to delays beyond its control), the restoration of the System as nearly as reasonably practicable to the value and condition thereof immediately prior to such damage or destruction. In the event of such damage or destruction, the Licensee shall be entitled to use or receive reimbursement from the proceeds of all property insurance policy or policies for the System and shall be obligated to provide any additional moneys necessary for such restoration.

9.02 Licensee's Election Not to Restore Damaged Property.

In case of the damage or destruction of all or any part of the System, Licensee, within 90 days thereafter may elect not to restore or replace the System, and this Agreement shall be terminated. Licensee must notify the City within 90 days of damage or destruction to all or any part of the System of its intentions regarding restoring or replacing its System. Within 180 days after the Licensee elects not to restore or replace the System, the City may restore the Licensed Property at the Licensee's expense as nearly as reasonably practicable to the value and condition thereof immediately prior to the commencement of the acquisition, installation and construction of the System, and the Licensee shall be obligated to reimburse the City for the costs of such restoration, except to the extent any proceeds of insurance in excess of such requirements are available to defray such restoration costs. There shall not be included in the computation of said 180-day period any periods during which it is impracticable for the City to proceed with such restoration because of war, strike or other reason beyond the control of the City.

SECTION 10
MISCELLANEOUS PROVISIONS

10.01 Force Majeure.

Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control, but in no event shall this paragraph be construed so as to allow Licensee to reduce or abate its obligation to pay the fees herein.

10.02 [Intentionally omitted]

10.03 Paragraph Headings.

The paragraph headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement

10.04 Security.

Should Licensee require access into a secure area, to include but not limited to event and meeting area(s) which may require prior approval or escort, then its employees, agents, directors, officers or subcontractors requiring such access must obtain proper Licensee ID badge(s) as required by the Director in order to have such access. City is not required to escort Licensee, its employees, agents, directors, officers or subcontractors, but may elect to do so at Licensee's expense based on unusual circumstances.

It is understood and agreed by Licensee that in addition to Licensee's responsibilities to maintain the Property as provided herein, it shall take reasonable security precautions to maintain the Property in a manner as to keep it secure from unauthorized intrusion.

10.05 Third Parties.

This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Licensee because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

10.06 Notices.

All legal and administrative notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

City:

City and County of Denver
Director, Arts & Venues Denver
144 W. Colfax Ave.
Denver, CO 80202

Licensee:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Licensee and City shall designate local contact personnel for operational and otherwise day-to-day business communications. Any changes to this contact information shall be provided immediately once known.

10.07 City and County of Denver Law and Venue.

This Agreement and performance hereunder shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the City and County of Denver. Venue for any action to enforce the provisions of this Agreement shall be in the District Court in and for the City and County of Denver.

10.08 Examination of Records.

Licensee agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine Licensee, any directly pertinent books, documents, papers and records of the Licensee, involving transactions related to this Agreement.

10.09 Parties' Obligation Regarding Confidential Information.

The Parties agree that issues governing the use and disclosure of Confidential Information, as defined below, provided to or made available to the City by Licensee will be governed by the following provisions:

(a) Definition of Confidential Information. As used in this Agreement, the term “Confidential Information” means all information, of any nature and in any form, regardless of when given, that (i) is disclosed or provided by or through Licensee to the City pursuant to performance of this Agreement, including but not limited to documents referenced in subsection (e) hereof; and (ii) has been clearly marked or indicated in writing as being confidential by Licensee. Information falling within this definition shall be treated by the City as confidential proprietary information of Licensee pursuant to the provisions of the Colorado Open Records Act and under any rule of court. Information not so marked or indicated will not be so considered.

(b) Use of Confidential Information. Except as expressly provided in this Agreement or as otherwise mandated by the Colorado Open Records Act, or other applicable law, the City will not disclose Confidential Information to anyone without the prior written consent of Licensee. The City will not use, or permit others to use, Confidential Information for any purpose other than actions incidental to the performance and enforcement of this Agreement between the City and Licensee, including but not limited to auditing of records of Licensee by the City Auditor and/or other representatives of the City. The City will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures that it takes to protect its own Confidential Information of a similar nature.

(c) Open Records Requests. The Parties recognize that the mere marking of a document as “Confidential” does not render it conclusively confidential under the Colorado Open Records Act. Consequently, in the event that the City is served with an Open Records Request or subpoena from any third party requesting all or part of any Confidential Information as defined herein, the City shall give timely notice to Licensee of such request or subpoena within the time parameters of the Colorado Open Records Act or of any applicable court rule. In that event, Licensee agrees upon receipt of actual notice from the City of such Open Records Request or subpoena to immediately undertake to defend such Confidential Information from disclosure pursuant to the Colorado Open Records Act or applicable court rule and shall defend, save and hold harmless and indemnify the City and its agents and employees with respect to such issues.

(d) Licensee shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation the trade secrets of businesses or entities doing business with the City and other privileged or confidential information.

10.10 Entire Agreement.

The parties acknowledge and agree that the provisions contained herein, including all exhibits attached hereto, constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved to the City herein, shall be valid unless executed by an instrument in writing by all the parties with the

same formality as this Agreement.

10.11 Time of Essence.

The parties agree that in the performance of the terms and requirements of this Agreement by Licensee and the City, time is of the essence.

10.12 Nondiscrimination.

In connection with the performance of work under the Agreement, the Licensee may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Licensee shall insert the foregoing provision in all subcontracts hereunder.

10.13 City's Execution of Agreement.

This Agreement is expressly subject to, and shall not be or become effective or binding on the City until executed by all required City signatories.

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-201415690-00

Contractor Name: VERIZON WIRELESS (VAW) LLC D/B/A
VERIZON WIRELESS

By:  _____

Name: 8-22-14 _____

Brian Mecum

Title: _____
Area Vice President Network

ATTEST: [if required]

By: _____

Name: _____
(please print)

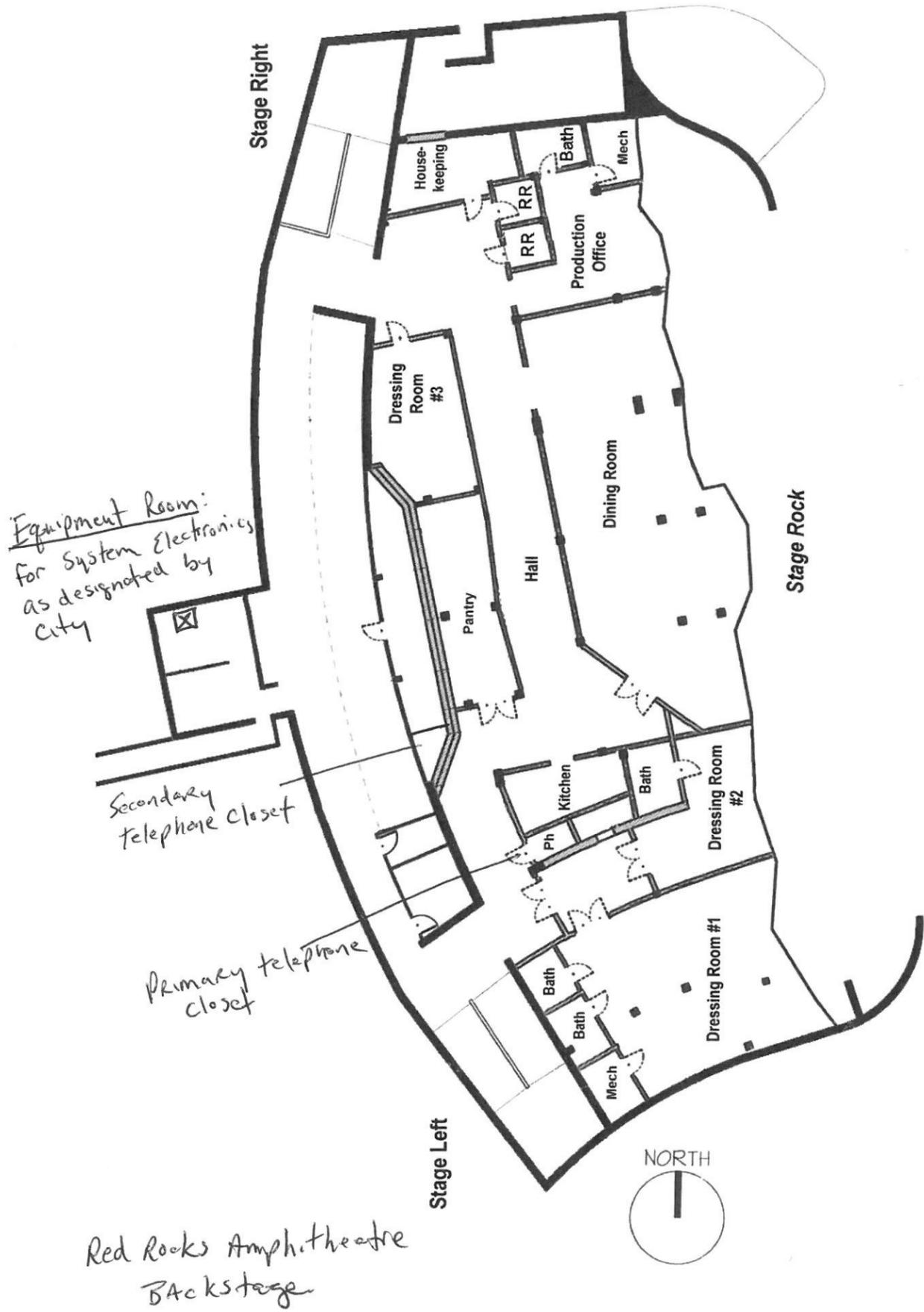
Title: _____
(please print)



Exhibit A – Description of Licensed Property

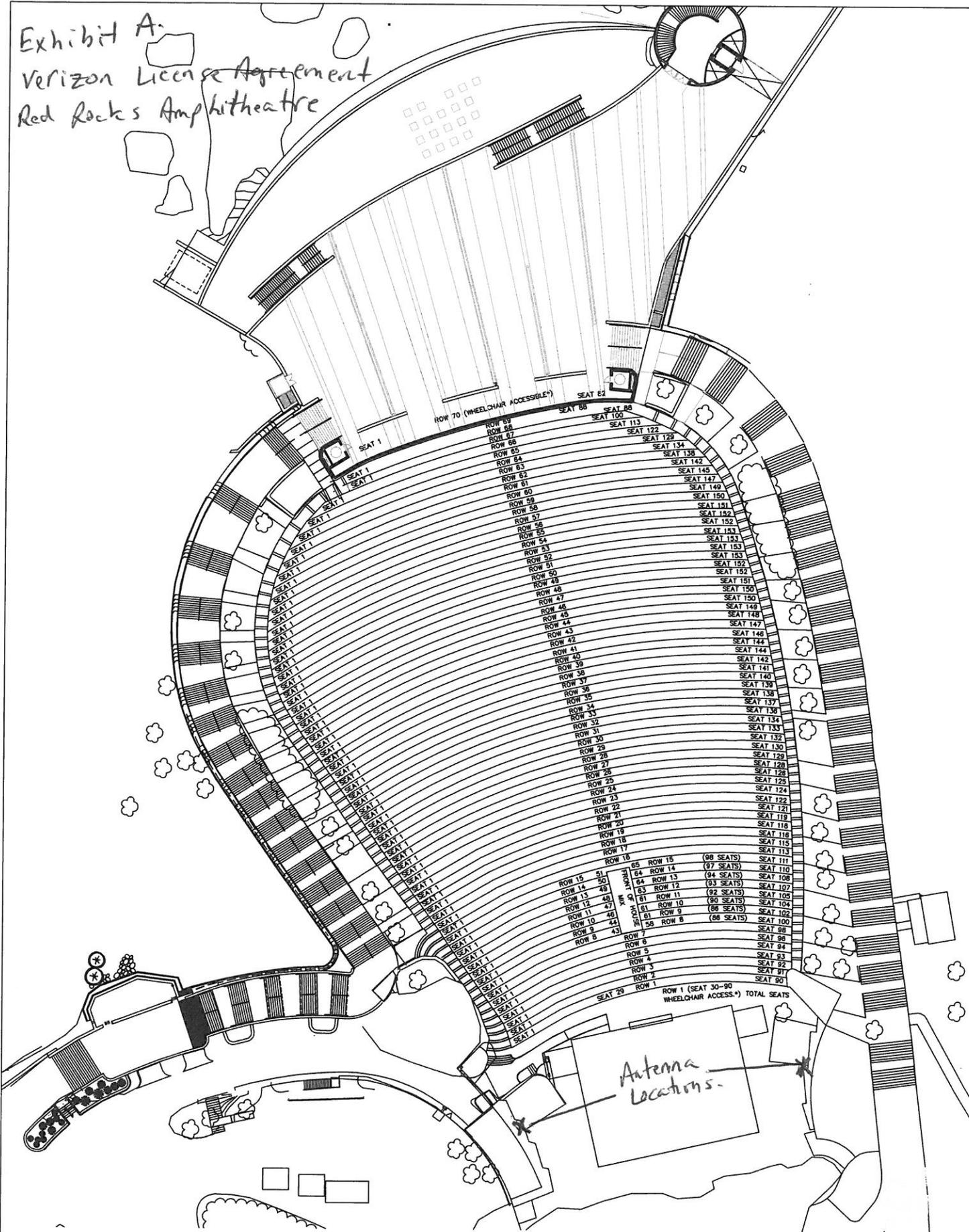
(Legal description or other depiction of Licensed Property)

Exhibit - A
Verizon License Agreement
Red Rocks Amphitheatre



Red Rocks Amphitheatre
Backstage

Exhibit A
 Verizon License Agreement
 Red Rocks Amphitheatre



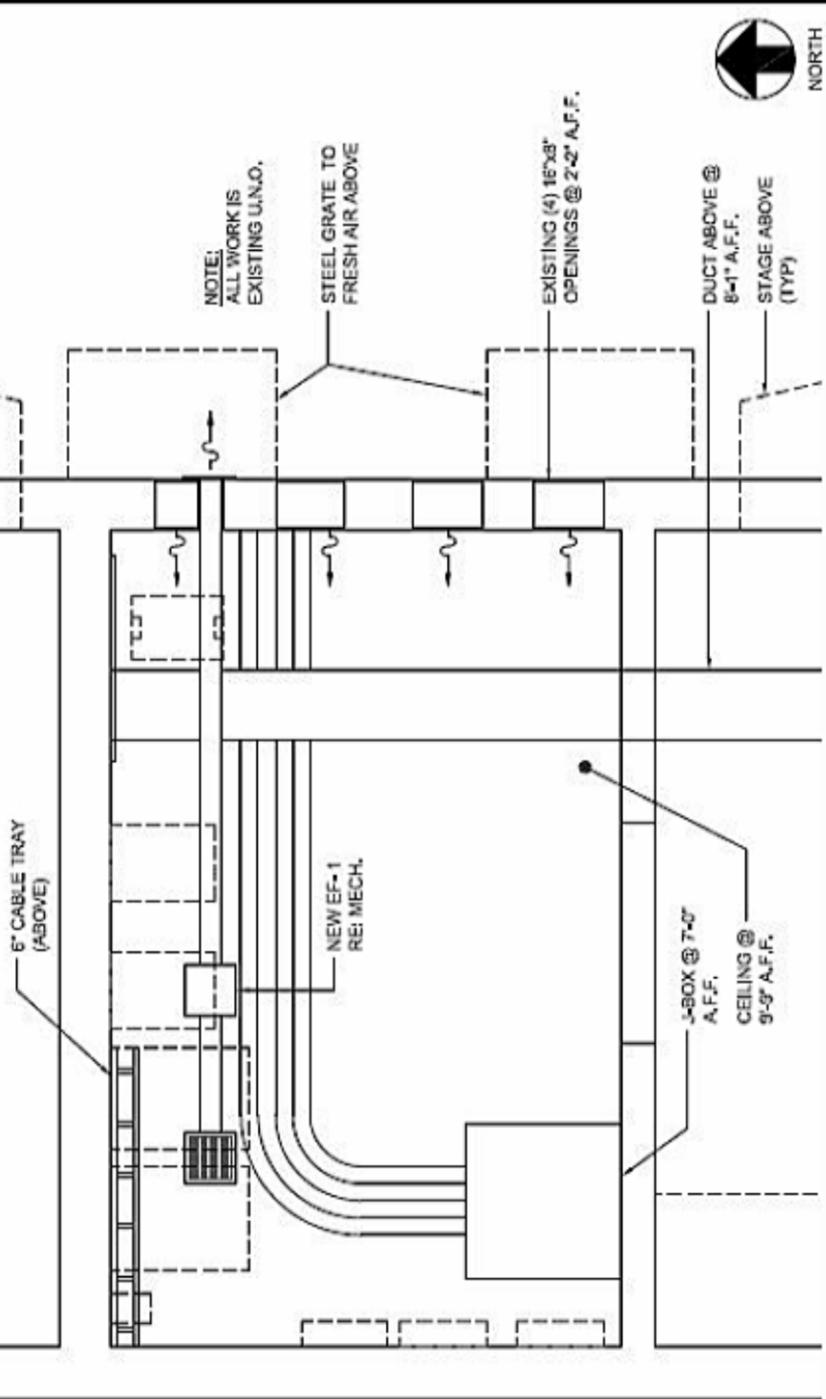
TOTAL SEATING: 8,775

Brungardt Enterprises, L.L.C.

WWW.B-ENT.COM
 (888) 740-2223

* WHEN SEAT IS SOLD FOR A WHEELCHAIR, THE ADJACENT SEAT MUST BE KILLED.





2 - REFLECTED CEILING PLAN



4 - NOT USED

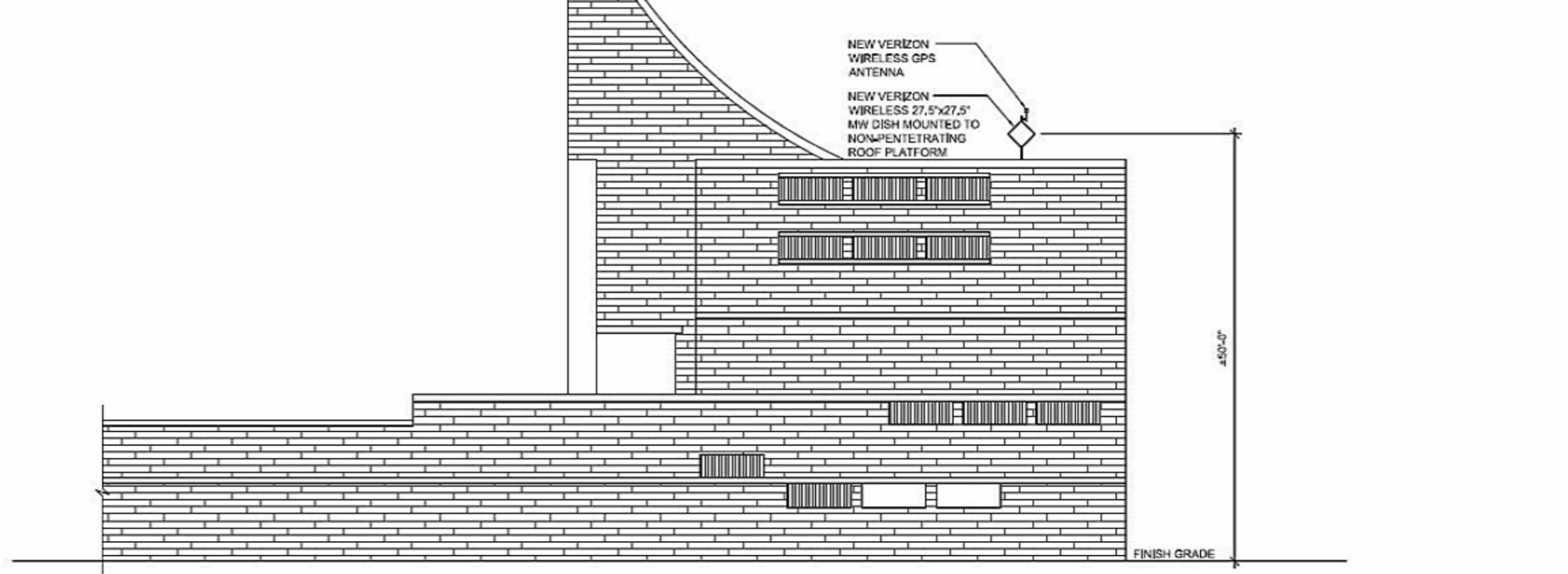
PROJECT INFORMATION

SITE NAME
DEN RED ROCKS
INTERIM MEASURE
SITE I.D.
18300 W. ALAMEDA PKWY.
MORRISON, CO 80465

TOWER INFORMATION

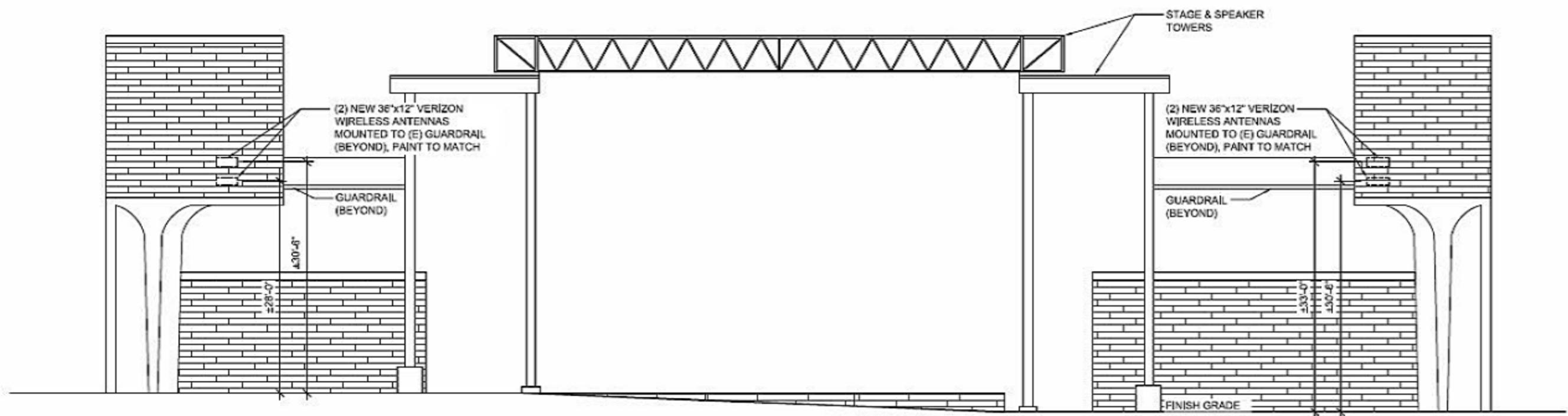
SITE NAME
.
SITE NUMBER
.

| | | | |
|---|----------|---------|----|
| A | 05/05/14 | CONCEPT | KM |
| B | 05/13/14 | CONCEPT | KM |



2 - SOUTH ELEVATION

SCALE: 1/16" = 1'-0"
15' 8' 4' 0' 15'



1 - WEST STAGE ELEVATION

SCALE: 1/16" = 1'-0"
15' 8' 4' 0' 15'

**CHARLES
STECKLY**

ARCHITECTURE

5935 SOUTH ZANG STREET, SUITE 200
LITTLETON, COLORADO 80127
OFFICE: 303.632.9974

ELEVATIONS

A3.0

Exhibit B – System Plans & Specifications



Zinwave 3000 Installation Scope of Work

| | |
|-----------------------------|--|
| Date | April 29, 2014 |
| Contractor | TBD |
| Project Site | Red Rocks Amphitheatre (Temporary DAS) |
| Location | 18300 West Alameda Parkway Morrison, CO 80465 |
| Carrier | Verizon Wireless |
| System Configuration | Zinwave 3000: 1 Primary Hub, 0 Secondary Hubs, 4 Remote Units, 4 Passive Antennas (MIMO Solution) |

1.0 Provision of General Information

Prior to consideration for any work, prospective installation contractors shall provide the following general information to Verizon Wireless.:

- 1.1 Statement of labor, specifically citing whether the workers are union or non-union affiliated and whether the workers are employees or sub-contractors. If the workers are union affiliated, then specify which.
- 1.2 Statement of current licenses held by the company.
- 1.3 Statement of Warranty. Verizon Wireless requires that prospective installation contractors guarantee that their work will be free from any defects for a period of one year. Include with the Statement of Warranty the committed response time to any cabling failure resulting from defects in workmanship, materials, etc.
- 1.4 Statement of facilities, specifically with regards to storage facilities and lift equipment.

2.0 Commercial Issues

The prospective contractor shall include with any bid, the following itemized pricing information:

| Item # | Description | Price |
|---------------|--|--------------|
| 2.1 | Installation of ZINWAVE equipment including Primary Hub, DC Power Hubs, Remote Units and passive antennas. | |
| 2.2 | Provision and installation of horizontal and vertical wire management | |
| 2.3 | Provision and installation of composite cable (SMF/CAT-5e) or CAT-5e and SMF pair between designated Hubs and Remote Unit locations. | |
| 2.4 | All necessary expendable and miscellaneous materials | |

Final cost proposals from the prospective contractor for specific sites are expected to be “not-to-exceed” quotations.

3.0 Description of Work

The following services shall be provided to Verizon Wireless as required, specified, and agreed upon:

3.1 Receive Equipment and Inventory Equipment

Upon receiving equipment from Zinwave Ltd. for any project, the contractor shall perform a physical inventory of all equipment shipped with reference to the included packing list. Any deviations from the packing list or signs of visible damage as a result of shipment shall be immediately noticed to Zinwave Ltd. The contractor shall consider storage and local transportation as part of the scope of work for the project. The contractor shall be responsible



for the orderly storage and the security of equipment that is shipped directly from Zinwave Ltd. or one of its suppliers to the contractor's premises.

3.2 Site Access

It shall be the responsibility of the contractor to make arrangements for access for all personnel associated with a project. It is also the contractor's responsibility to coordinate with the site owners for site access with respect to the delivery of materials onto the site.

3.3 Permits and Regulations

Any work permits or licenses (local, provincial or federal) that may be required prior to work commencing are the responsibility of the contractor. Any payment that is required to secure these permits is the responsibility of the contractor.

3.4 Installation of Headend , ZW3000 Primary Hubs and Remote Units

- 3.4.1 Contractor shall furnish and install 1 ea. wall-mount enclosures (see attached lease exhibit).
- 3.4.2 ZW3000 Primary Hub and DC Power Supply shall be rack mounted in one new wall-mount enclosure at the headend site.
- 3.4.3 Installation will include connecting the Hubs to the appropriate SMF and CAT-5 cables and labeling as needed.
- 3.4.4 Horizontal and vertical cable management units to be provided and installed by the contractor for each Hub in a manner that conforms to industry standards and the standards of the venue's equipment room.
- 3.4.5 SMF patch cords will be provided by Zinwave Ltd. and installed by the contractor between the Zinwave Primary Hub and the fiber distribution panel (contractor-provided).
- 3.4.6 CSI DAS panels shall also be rack-mounted in the wall-mount enclosure.
- 3.4.7 Contractor shall provide and install all coaxial cabling between the eNodeB, DAS panel and Zinwave Hubs.
- 3.4.8 All Remotes Units shall be installed in NEMA-4 enclosures (24"x24"x6") at the designated locations (see attached lease exhibit).

3.5 Installation of CAT-5e/SMF to Remote Units

- 3.5.1 All CAT-5e (3 ea. per antenna point-of-attachment) and SMF cabling (6-strand per antenna) shall be provided and installed by contractor.
- 3.5.2 All cabling shall be armored, plenum rated.
- 3.5.3 The contractor shall terminate all CAT-5e with RJ-45 connectors.
- 3.5.4 The contractor shall terminate all SMF with SC-UPC connectors. Fiber shall be terminated into SC-UPC bulkheads at the antennas and patch cords (Zinwave-provided) shall be used to connect to the remote.
- 3.5.5 All cables shall be labeled in accordance with industry standards.
- 3.5.6 All cables shall be supported and managed in accordance with industry standards.
- 3.5.7 Test data shall be recorded and submitted to Verizon Wireless and Zinwave Ltd. upon completion of the installation. This data should include OTDR traces specifically confirming that back-reflectance is -30dB or less.
- 3.5.8 The contractor will be responsible for fire-stopping all wall penetrations as required by local codes.
- 3.5.9 Please see attached Zinwave 3000 Data Sheet for reference.

PROPRIETARY AND CONFIDENTIAL

Not to be distributed without the written consent of ZINWAVE Ltd.



3.5.10 Scope to include 3 ea. CAT-5e and SMF (6-strand) per antenna location- a total of 2 antenna locations at the venue.

| <u>Location (Plan Set)</u> | <u>Qty. Primary Hubs</u> | <u>Qty. Secondary Hubs</u> | <u>Qty. Remote Units</u> |
|----------------------------|--------------------------|----------------------------|--------------------------|
| Headend | 1 | 0 | 0 |
| North Stage Tower | 0 | 0 | 2 |
| South Stage Tower | 0 | 0 | 2 |
| <u>Totals</u> | <u>1</u> | <u>0</u> | <u>4</u> |

3.6 Installation of Antennas

- 3.6.1 Contractor to provide and install the passive antennas and coaxial jumpers..
- 3.6.2 All antennas shall be installed in adherence to the supplied installation directions.
- 3.6.3 The installation sub-contractor shall provide all tools and minor supplies necessary to complete the installation.
- 3.6.4 Installation of the antennas shall be done concurrently with the installation of the CAT-5e and SMF cabling.
- 3.6.5 The Zinwave DAS requires two antennas per Remote Unit location (1 ea. Transmit and 1 ea. Receive). Directional antennas must be separated by 6'.
- 3.6.6 Receive antennas cannot be installed within 20' of any other wireless transmitter (i.e. Wi-Fi AP or other DAS antenna) . .

3.7 Field Mark Ups

All deviations from the Zinwave Ltd.-provided design with regards to cable routes, equipment placement and the like shall be indicated as redlines on the original plan and submitted to Verizon Wireless and Zinwave Ltd. at the conclusion of the installation; representing the final "As-Built" configuration of the system. The Zinwave Ltd. plans only detail theoretical routes. Final routes shall be field identified by the contractor.

3.8 Labeling

All cable runs, equipment and antennas must be labeled, with the labeling designations readily displayed on the contractor provided Field Mark Ups.

3.9 Clean-Up

All work areas shall be cleaned of all installation debris daily and left in the same or better condition as was found prior to installation work.

Exhibit C — Minimum Technical Standards

Note: Some standards may not apply to your facility due to frequency of operation or type of service.

1.0 General

1.1 Posting of Information. The following information shall be posted on or near your cabinet:

Copy of FCC license (if applicable)

Equipment Identification Card with the following information:

Transmit and receive frequencies (or frequency bands in case of wireless operators)

Type of service

Authorized output power & ERP

Antenna model number

Transmission line model number and type

Name of licensee

Contact information for responsible person (name, phone, email)

Unidentified equipment shall be considered unauthorized and may be red tagged and removed after 30 days.

1.2 Installations at City Fire Stations. The City may require that the Tenant (Licensee) upgrade City radio equipment to ensure interference-free coexistence. Specifically, there is a problem with installing an isolator on the existing 900 MHz Alligator Model 1888 MAS transceiver used at most City fire stations. The isolator must be installed only on the transmit line, but the transceiver uses a duplexed (switched) output whereby both the transmitter and the receiver share the same antenna line. Similarly, separate cavity filters are required for the receiver and transmitter, but it is not possible to install both on a single duplexed line. For this reason, the City usually directs that the Alligator Model 1888 be replaced with a Model 1800 Master unit with separate transmit and receive antenna ports. A duplexer cavity filter should be used to combine transmit and receive into the existing antenna. Contact the City's Technical Representative for recommended vendors for these components.

1.3 Changes. Notify the City's Technical Representative immediately of any changes to frequencies, antennas or other equipment configuration. Obtain City's approval prior to making those changes as required by the Lease (License). Approved changes shall be shown on an updated Equipment ID Card.

2.0 Mobile Wireless Services

2.1 Land Mobile Radio Filter and Isolator Requirements. For land mobile radio (LMR), as a minimum, each transmitter shall employ a dual stage isolator followed by a single cavity

bandpass filter. All transmitters shall have built-in or external harmonic (low pass) filters. The low pass filter must be a true low pass filter, not a notch filter tuned to just one or two harmonic frequencies. Harmonic rejection shall be at least 60 dB at the second harmonic and at least 50 dB at the third harmonic. The following minimum isolator and bandpass cavity filter specifications apply:

30-50 MHz

Isolators - None required.

TX cavity - minimum of 20 dB rejection at + 0.5 MHz

72-76 MHz

Isolators - Minimum of 25 dB

TX cavity - minimum of 20 dB rejection at + 0.5 MHz

138-174, 216-222 MHz

Dual Stage Isolators - minimum of 60 dB

TX cavity - minimum of 20 dB rejection at + 1.5 MHz

406-512 MHz

Dual Stage Isolators - minimum of 60 dB

TX cavity - minimum of 20 dB rejection at + 3.5 MHz

698-941 MHz (excluding airphone)

Dual Stage Isolators - minimum of 60 dB

Tx cavity - minimum of 20 dB rejection at + 6 MHz

Explanation. The bandpass filter and lowpass filter must follow the isolator because ferrite isolators are nonlinear and can create harmonics. Please note that most bandpass cavity filters will pass odd harmonics of the tuned frequency, so an external lowpass filter following the isolator is also required. Transmitter combiners will be considered on a case-by-case basis. Please provide all combiner technical information to the City's Technical Representative.

2.2 Airphone (849-851 MHz transmit, 894-896 MHz receive)

Transmitter out-of-band emissions shall not cause harmful interference to cellular base station receivers (824-849 MHz). Tenant (Licensee) shall submit plans, including bandpass filter response curves, to the City's Technical Representative for approval prior to installation. Tenant (Licensee) shall install adequate receiver bandpass filtering to preclude receiver desensitization or receiver intermodulation caused indirectly by cellular base stations on the site.

2.3 LMR Duplexers. Notch duplexers are not adequate. The duplexer must also have a bandpass characteristic to ensure other transmit signals do not enter the transmitter or over drive the receiver. This is especially important for VHF repeaters which are vulnerable to FM broadcast signals and other closely-spaced VHF transmitters.

2.4 Personal Wireless Services. These services include, but are not limited to the 698-806, 806-

869, 1710-1755, 1850-2000, 2110-2155, 2500-2600 MHz bands (excluding 700 and 800 MHz public safety bands). Because the wireless provider is assumed to have exclusive use of a band of frequencies, out-of-band emissions are expected to be attenuated significantly by the manufacturer's standard combiners, duplexers and cross-band couplers. Ferrite isolators may not be required. Submit your plans to the City's Technical Representative for approval.

2.5 Unlicensed Band (License-Free) Radios. Unlicensed band radios and shared-band services, including, but not limited to those operating in the 902-928 MHz, 2.4-2.4835 GHz, 3.5 GHz, 4.9 GHz (public safety only) and 5 GHz bands are not allowed unless specifically authorized in the Tenant's (Licensee's) Lease (License). When authorized, Tenant (Licensee) shall not change operating frequencies without first getting approval from City. License-free radios are notorious for their poor quality in a harsh RF environment and specific make, model and technical specifications must be provided to the City's Technical Representative for approval. Additional protective devices, shielded CAT 6 cable and shielded NEMA cases may be required before such devices can be installed on the tower.

2.6 Receivers. The site may have relatively high radio frequency (RF) levels in all mobile radio bands. Your receiver amplifier must be robust to work in this environment. Ensure the receiver has good intermodulation (IM) rejection and high 1 dB compression point. If interference is encountered and we find the receiver is not performing up to the standards exhibited by state-of-the-art equipment, the City may require receiver improvements or upgrades before requiring changes to other tenant (licensee) equipment or configurations. This requirement applies to both new and existing tenants (licensees).

Filters are required for mobile radio receivers. Single receivers must employ a minimum of a single 7" diameter (or equivalent) cavity bandpass filter with a rejection curve corresponding to 1 dB insertion loss or better. Additional filter isolation may be required in special cases. Receiver multicouplers must use a bandpass filter (preselector) prior to the multicoupler amplifier.

2.7 Antennas. Select antennas designed to minimize passive intermodulation generation. Note that antennas that pass intermodulation tests at the factory may not provide good intermodulation rejection after years of exposure to heat, cold, vibration from wind, and humidity. Only new antennas are allowed for new installations. Select antennas specifically designed to reject intermodulation over the life of the antenna. Unless the antenna is a duplex configuration, transmit and receive antennas should be separated vertically on the tower. If the tower is owned by the City, the City will designate antenna locations. Antennas must be DC grounded to the tower for lightning protection.

2.8 Transmission Lines. Coaxial cable should be grounded at the top and the bottom of the run with an Andrew ground kit or equivalent. Ensure that ground conductors run straight down with no sharp bends because bends will increase the impedance of the grounding conductor. We also require that the line be marked so we can identify it later. We suggest bands of colored electrical tape at the bottom, middle and top of the run (similar to a resistor color code). Install a Huber-Suhner (or equivalent) coaxial surge arrestor at the bulkhead. All exterior transmission lines must be solid outer conductors. If possible, receive and transmit lines should be separated by at

least one foot from cabinet to antenna.

2.9 Connectors. Connectors are often sources of RF leakage and passive intermodulation. UHF connectors (PL259) are not allowed on connections external to the radio cabinet. Type “N” connectors are allowed below 512 MHz. 7/16 DIN connectors should be used at 698 MHz and above and are required above 1.7 GHz. Connectors using dissimilar metal contacts or ferrous materials (e.g., nickel plating) are not allowed. The preferred connector uses a silver plated body with gold plated inner conductor. Brass bodies and silver or brass inner conductors are also allowed.

2.10 Additional Protective Devices May Be Required. The specifications above are minimum requirements. Additional protective devices may be required based upon evaluation of the following information:

- Theoretical TX mixes, particularly second and third order
- Antenna location and type
- Combiner/multicoupler configurations
- Transmitter specifications
- Receiver specifications
- Historical problems
- Transmitter to transmitter isolation
- Transmitter to antenna isolation
- Transmitter to receiver isolation
- Calculated and measured level of IM products
- Transmitter output power
- Transmitter ERP
- Spectrum analyzer measurements
- VSWR measurements
- Existing cavity selectivity
- Antenna to antenna proximity

3.0 FM & IBOC Broadcast (Part 73, ERP > 1 kW)

3.1 FM Broadcast Transmitters. FM and IBOC Broadcast transmitters will be either combined with other stations into a common antenna or stand-alone. If combined, the combiner design shall be approved by the City's Technical Representative. If stand-alone, the transmitter shall employ a bandpass cavity filter with the following minimum performance specifications:

3.1.1. Rejection. The bandpass filter shall provide the following minimum rejection for Class C, C0 and C1 stations:

| From Center +/- | Minimum Rejection |
|-----------------|-------------------|
| 800 kHz | 22 dB |
| 1 MHz | 28 dB |
| 1.2 MHz | 32 dB |

- 1.4 MHz 38 dB
- 1.6 MHz 43 dB

Note that four cavities are required to meet this specification. Class C2 and C3 stations may use three-cavity filters. These filter requirements also apply to stations with FM & IBOC combined outputs. A stand alone IBOC transmitter and antenna shall comply with the following requirements: IBOC ERP greater than 5,000 Watts: 4 cavity filter (see rejection above), IBOC ERP less than or equal to 5,000 Watts: 3 cavity filter.

3.1.2 Gain Flatness. +/-0.5 dB from +/-200 kHz from center frequency.

3.1.3. Group Delay Flatness. No greater than +/- 150 nanoseconds (symmetrical) in +/- 200 kHz (I.e., minimum to maximum delay difference shall be no greater than 300 nanoseconds in the band $f_c - 200$ kHz to $f_c + 200$ kHz).

3.1.4. VSWR. No greater than 1.1:1 in +/- 200 kHz (assuming filter is terminated in perfect 50 ohm load).

3.1.5. Insertion Loss. No greater than 0.3 dB in +/- 200 kHz.

The transmitter should comply with current FCC rules regarding out-of-band emissions at transmitter output (before the bandpass cavity filter). The external filter is required to provide further rejection of out-of-band emissions to ensure electromagnetic compatibility with other users on the site.

3.2 FM Broadcast Antennas. FM Broadcast antennas mounted below 250' AGL (center of radiation) shall employ short element spacing to reduce downward radiation and ensure compliance with CFR 47, Parts 1.1307-1.1310. This requirement does not apply to stations that employ a single element antenna. Examples of short element spacing are a 6 bay antenna with half-wavelength spacing or an 8 bay antenna with 3/4 wavelength spacing. Submit a plot of predicted power density versus distance at ground level for City's Technical Representative approval.

4.0 Full-Power Television

4.1 Full-power television transmitters shall include band pass and low pass filters.

4.2 For television transmitters, measured out-of-band emissions (including harmonics) greater than 3 MHz from the respective channel edge shall be more than 80 dB below the measured power over the entire channel. Both measurements shall use a 6 MHz measurement bandwidth.

5.0 Low Power Television (analog and digital)

5.1 Low Power Television (LPTV) transmitters and television translators must have low pass filters that attenuate all harmonics and spurious products at least 80 dB below the power

measured at the carrier frequency. To facilitate measurements of spurious products, each LPTV and translator transmitter shall have installed a line section and appropriate directional coupler element. For routine use, the line section may employ a standard DC element and be connected to a wattmeter capable of measuring forward and reflected power. In addition, the Tenant (Licensee) shall own or have access to an RF load capable of dissipating the full power of the transmitter for troubleshooting purposes.

6.0 Grounding, Bonding and Shielding

6.1 Shielding. RF interference can get directly into the electronics of a receiver or transmitter. Cabinet shielding must be in place and maintained to the manufacturer's specifications. Do not leave cabinet doors open because open cabinet doors defeat the shielding.

6.2 Grounding. Equipment grounding and bonding should be accomplished in accordance with Mil Std 188-124, Military Handbook 419 and Motorola R56. Contact the City's Technical Representative for guidance on grounding and bonding at your particular facility.

7.0 Site Work

7.1 Tower Work Insurance and Experience Requirements. All tower riggers or installers of antennas, transmission lines, cabinets, wiring or similar hardware or apparatus must meet the minimum basic requirements of the City. These will include, but not be limited to, the following:

- The rigging company must have a current Certificate of Insurance on file with the City. The certificate will include, but not be limited to the following minimum requirements:

1. Commercial General Liability: \$1,000,000 single limits/\$2,000,000 aggregate
2. Business Automobile Liability: \$1,000,000
3. Workers' Compensation/Employer's Liability : Statute/ \$100,000 per occurrence, \$500,000 aggregate

- The City and County of Denver, its elected and appointed officials, employees and volunteers must be listed as Additional Insured as respects the Commercial General Liability and Business Auto policy.
- Demonstrated experience on similar tower types and similar work activity on similar towers within the past two years with a list of at least two recent clients or professional references with actual knowledge of experience and necessary qualifications, or in lieu thereof; previous working relationship with the City and known by the City's personnel.

City reserves the right, at its sole discretion, to reject the use of any person or tower rigging company on City-owned towers or properties.

7.2 Work Standards. The installation of any and all materials on the tower and in the accompanying shelter must be pre-authorized and approved by the City's Technical

Representative. The following guidelines will be strictly enforced:

7.2.1 Equipment or cabinets mounted on platforms will be constructed of galvanized or stainless steel and will be securely attached to the tower members or platforms with J-bolts, U-bolts or similar clamping devices which do not penetrate tower members or any part of the galvanized coating. All mounting hardware must be hot-dipped galvanized or stainless steel (NOT PLATED). All mounting nuts, bolts, washers or similar must be Grade 5 or better.

7.2.2 Antennas and the mounting thereof must be approved in advance of installation. Data in reference to antenna type, weight, wind loading, gain, bandwidth and mounting details must be provided to the City's Technical Representative and may not be modified or replaced without expressed written permission of City. Installation of antennas on City-owned towers may require a new structural study at the Tenant (Licensee)'s expense.

7.2.3 Transmission lines and hardware must be approved in advance of installation by the City's Technical Representative and must be specified as to manufacturer, size and type and shown on the City's New Tenant Questionnaire. All the mounting hardware must be of appropriate type and design to support the transmission lines with strain-reliefs installed at the manufacturer's recommended intervals. Under no circumstances will stainless steel automotive-type hose clamps be used to secure transmission lines or cables to tower members. Where not previously designated, all lines will be positioned on the tower to minimize wind loading and provide a minimum of obstruction to climbing or removal/replacement of other lines. Each line will be mounted independently of other lines on the tower. Cable trays, waveguide entrances, tower ladders, elevator rails and other similar members are to be kept clear of all cables on the tower. Stainless steel lashing ties are acceptable for use on the tower but are not to be used as strain reliefs.

7.2.4 Antenna jumper cables or cables to/from crossband couplers or similar devices on the tower will be kept to minimum required lengths and will be made of solid shield outer conductor cables with outer jackets capable of withstanding severe weather and ultraviolet rays. All such cable types must be pre-approved by the City.

7.2.5 UNDER NO CIRCUMSTANCES –

- will welding or drilling of tower members be allowed;
- will modifications to the tower, bridge, building entrance fittings or similar be permitted;
- will transmission line splices (a pair of connectors at other than the top or bottom of the run on the tower) be permitted except by prior approval or necessitated by damage only repairable by splicing;
- will any tampering, retuning, rerouting or other modifications be permitted to equipment owned by City or other tenants.

7.2.6 All installations will be performed in accordance with good engineering practice and within the guidelines of this document. Any deviation from these minimum requirements and technical standards must be approved in writing prior to installation or modification.

7.3 Removal of Unused Antennas and Lines. Tenant (Licensee) shall remove all unused antennas, transmission lines and associated mounting hardware from City's tower within 90 days of the date an antenna is no longer in service.

7.4 NO PRESENT INSTALLATION WILL BE "GRANDFATHERED" and must conform to these work standards within a reasonable time period to be determined by the City's Technical Representative. Periodic inspections may be performed to ensure that all installations meet technical standards.

8.0 Shelters

8.1 Cable Dressing Inside Building or Shelter. All wiring and cables within a given rack will be properly dressed and/or bundled with cable ties with excess cut close to the barbs. Twisted wire, tape, rope, twine, phone wire and similar bits of debris usually available on site ARE NOT ACCEPTABLE substitutes for proper securing hardware. All inter-rack cables and wiring must be properly routed and utilize the cable trays provided even if between adjacent racks. Overhead cables and RF lines must be easily removed or reworked within the cable trays. Proper care must be taken to ensure that new cables added to the trays are not stressed or intertwined with existing cables. OVERHEAD CABLES MAY NOT CROSS PERPENDICULARS OR BE SUSPENDED IN MID AIR WITHOUT SUPPORTS. NO SUPPORTS MAY BE INSTALLED WITHOUT PRIOR APPROVAL. All long cable runs must be properly identified at each end indicating the opposite cable end address. All cabling within the building must be cut to proper length except phasing harnesses, where required.

9.0 Towers

9.1 Tenant (Licensee) may not erect new towers without the City's prior written consent, which may be granted or denied in City's sole discretion, and towers that are approved may only be constructed after plans for the tower have been approved by the City and by the zoning authority.

9.2 New towers shall comply with TIA-222-G or the most recent edition adopted by the local zoning authority. Changes to an existing tower, including addition or replacement of antennas requires that TIA-222-G or the most recent edition be used. Tenant (Licensee)-owned towers that present an immediate safety hazard shall be corrected by Tenant (Licensee) regardless of the status of the current lease or the particular edition of TIA-222 in use at the time of tower construction. Installation of antennas on City-owned towers may require a new structural study at the Tenant (Licensee)'s expense.

10.0 Permits

10.1 Tenant (Licensee) shall comply with all local and Federal regulations. Tenant (Licensee) is

responsible for acquiring all applicable permits, including, but not limited to FCC construction permits and building permits. Tenant (Licensee) is also responsible for performing any required studies, including RF exposure and RF interference studies required by the FCC, local government, and City. Tenant (Licensee) shall furnish all applicable permits, studies, and approvals to the City for approval before starting any construction, including antenna installation.

11.0 Radio Frequency Safety

11.1 The engineering, design, configuration, installation, and maintenance of high power (> 1 kW ERP) radio facilities on the site shall be accomplished in a manner that minimizes downward radiation. Changes to proposed systems may be directed by City to comply with this objective.

11.2 Everyone on the site shall follow these guidelines:

- All personnel entering the site must be authorized
- Obey all posted signs
- Assume all antennas are active unless proven otherwise
- Before working on an antenna, notify the owner and disable the transmitter
- Use a radio frequency (RF) personal monitor when working near antennas
- Never operate transmitters without shields

11.3 Power densities on towers can be much higher than at ground level. For this reason, tower climbers should request power reductions from high-power tenants and carry RF personal monitors when climbing towers. The City's Technical Representative can tell you which transmitters should be turned down before climbing the tower.

11.4 Federal Government guidelines regarding human exposure to radio frequency energy are found in the Code of Federal Regulations (CFR) Title 47, Parts 1.1307-1.1310.



Figure 1 - Warning Sign to be Posted at Base of Tower
(Available from Tessco, Holaday, Narda and other Sources)

Exhibit C-1 — Minimum Technical Standards

Notwithstanding the information provided in Exhibit C, the following sections of the Minimal Technical Standards shall not apply to Licensee's installation:

Sections: 1.2; the minimum isolator and bandpass cavity filter specifications in Section 2.1; 2.2; 2.3; 2.5; 3.1; 3.2; 4.1; 4.2; 5.1; 9.1; 9.2; and 11.3

Exhibit D – Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|---------------|
| PRODUCER Aon Risk Services Northeast, Inc. Morristown NJ Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Cellco Partnership dba Verizon wireless 180 Washington Valley Road Bedminster NJ 07921 USA | INSURER A: National Union Fire Ins Co of Pittsburgh 19445 | |
| | INSURER B: New Hampshire Ins Co 23841 | |
| | INSURER C: Illinois National Insurance Co 23817 | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570054247936** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GL7266932 | 06/30/2014 | 06/30/2015 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY | | | CA 350-06-58 AOS | 06/30/2014 | 06/30/2015 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 |
| A | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | CA 350-06-59 MA CA 350-06-60 VA | 06/30/2014 | 06/30/2015 | BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC026035004 Work Comp - AOS WC026035006 IL KY NC NH VT | 06/30/2014 | 06/30/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$4,000,000 E.L. DISEASE-EA EMPLOYEE \$4,000,000 E.L. DISEASE-POLICY LIMIT \$4,000,000 |

Certificate No : 570054247936

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: DEN Red Rocks COW/Location Code 254934/18300 w. Alameda Parkway, Morrison, CO. The City and County of Denver, its elected officials, employees and volunteers are included as additional insureds under the General Liability and Automobile Liability policies as required by written contract.

| | |
|---|--|
| CERTIFICATE HOLDER City & County of Denver Denver Arts & Venues 1345 Champa Street Denver CO 80204 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i> |
|---|--|



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|--|--|
| AGENCY Aon Risk Services Northeast, Inc. | | NAMED INSURED Cellco Partnership dba Verizon wireless | |
| POLICY NUMBER See Certificate Number: 570054247936 | | | |
| CARRIER See Certificate Number: 570054247936 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------|----------------------|-----------|----------|---------------------------------------|------------------------------------|-------------------------------------|--------|
| | WORKERS COMPENSATION | | | | | | |
| B | | N/A | | WC026035007 AK AZ GA VA | 06/30/2014 | 06/30/2015 | |
| B | | N/A | | WC026035008 NJ PA | 06/30/2014 | 06/30/2015 | |
| C | | N/A | | WC026035009 FL | 06/30/2014 | 06/30/2015 | |
| B | | N/A | | WC026035011 MN | 06/30/2014 | 06/30/2015 | |
| B | | N/A | | WC026035012 MA, ND, OH, WA, WI, WY | 06/30/2014 | 06/30/2015 | |
| A | | N/A | | WC026035005 CA | 06/30/2014 | 06/30/2015 | |
| B | | N/A | | WC026035010 ME | 06/30/2014 | 06/30/2015 | |
| | | | | | | | |
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