

FOURTH AMENDMENT TO LICENSE AGREEMENT

This Fourth Amendment to License Agreement ("**Fourth Amendment**"), dated as of the _____ day of _____, 2020, is made by and between **GPI PLAZA TOWER, LP**, a Texas limited partnership ("**Licensor**"), successor in interest to **PROPERTY COLORADO OBJLW ONE CORPORATION**, and the **BOARD OF COUNTY COMMISSIONERS** of the **COUNTY OF ARAPAHOE**, a political subdivision of the **State of Colorado** ("**Licensee**"). Licensor and Licensee may hereinafter be collectively referred to as the "**Parties**" or individually as the "**Party**".

A. Licensor and Licensee entered into that certain written Agreement dated August 31, 2005, as amended by the certain First Amendment to License Agreement dated November 2, 2009 and further amended by that certain Second Amendment to License Agreement dated December 9, 2010 and further amended by that certain Third Amendment to License Agreement dated September 23, 2015 (collectively the "**License**", for the installation, operation, and maintenance of Licensee's Equipment on a certain portion of the roof ("**Premises**") and other portions of that certain office building known as Plaza Tower One, located at 6400 Fiddlers Green Circle, Greenwood Village, Colorado ("**Building**"), as more fully described in the Fourth Amendment.

B. The Term of the License is to expire December 31, 2020. However, Licensee desires to extend the License Term for an additional five (5) year period. Licensor agrees to extend the Term upon the terms and conditions outlined in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, for and in consideration of the facts mentioned above, the mutual promises set forth below and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Effective Date. This Fourth Amendment shall be effective upon its execution by both parties ("**Effective Date**")

2. Capitalized Terms. All capitalized terms used in the Fourth Amendment which are not defined herein shall have the meanings for such terms which are set forth in the License.

3. Term. The ("**Term**") of this Agreement shall have commenced on September 1, 2005 ("**Commencement Date**"), and shall expire on December 31, 2025. The Agreement shall continue to renew annually until otherwise terminated pursuant to the terms of the Agreement.

4. License Fee. In consideration of the extension of the Term of the License as provided in the Fourth Amendment, Licensee shall pay Licensors an annual License Fee according to the following schedule on or before January 1 of each year of the Extended Term:

<u>Payment Date</u>	<u>License Fee</u>
January 1, 2021	\$ 47,365.96
January 1, 2022	\$ 48,786.94
January 1, 2023	\$ 50,250.55
January 1, 2024	\$ 51,758.06
January 1, 2025	\$ 53,310.81

The License Fee shall be made payable to Licensors at the following address

GPI Plaza Tower, LP
PO Box 201365
Dallas, Texas 75320-1365

5. Licensee's Equipment. As of the Effective Date, Licensee shall be permitted to operate and maintain Licensee's Equipment as shown on Exhibit "B-2" in the location shown on Exhibit "A-2". Further, as of the Effective Date, Exhibit "A-2" shall replace "Exhibit "A-1" and Exhibit "B-2" shall replace Exhibit "B-1". Thereafter, all references in the License to Exhibit "A-1" shall be deemed to refer to Exhibit "A-2" and all references to Exhibit "B-1" shall be deemed to refer to Exhibit "B-2". The term "Licensee's Equipment" shall include equipment owned by Licensee, and may also include equipment owned by the Rapid Transit District ("RTD") that is installed by Licensee on the Premises pursuant to an Intergovernmental Agreement between Licensee and RTD; provided, however, that Licensee shall have full responsibility for all of RTD's equipment while it is on the Premises and RTD shall have no independent or third party rights under the License Agreement.

6. No Further Modifications. Except as otherwise set forth in this Fourth Amendment, the terms and conditions of the License shall remain unchanged and in full force and effect.

7. Counterparts. This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which when executed and delivered shall together constitute one and the same instrument.

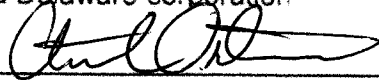
8. Authority. Each party represents that the person executing this Fourth Amendment for such party is acting on behalf of such party and is duly authorized to execute this Fourth Amendment for such party.

9. Entire Agreement. This Fourth Amendment constitutes the entire and complete agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, statements, promises, understandings, arrangements, and commitments.

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of the date aforesaid.

LICENSOR: **GPI PLAZA TOWER, LP**
 a Texas limited partnership

By: Granite Properties, Inc.
a Delaware corporation

By: 

Name: Clint Osteen

Title: Sr. Director IT

Date: 8/26/2020

LICENSEE: **BOARD OF COUNTY COMMISSIONERS**
 of the COUNTY OF ARAPAHOE,
 a political subdivision of the State of Colorado

By: **Nancy N. Sharpe**
Title: _____

ATTEST:

By: _____
Title: _____

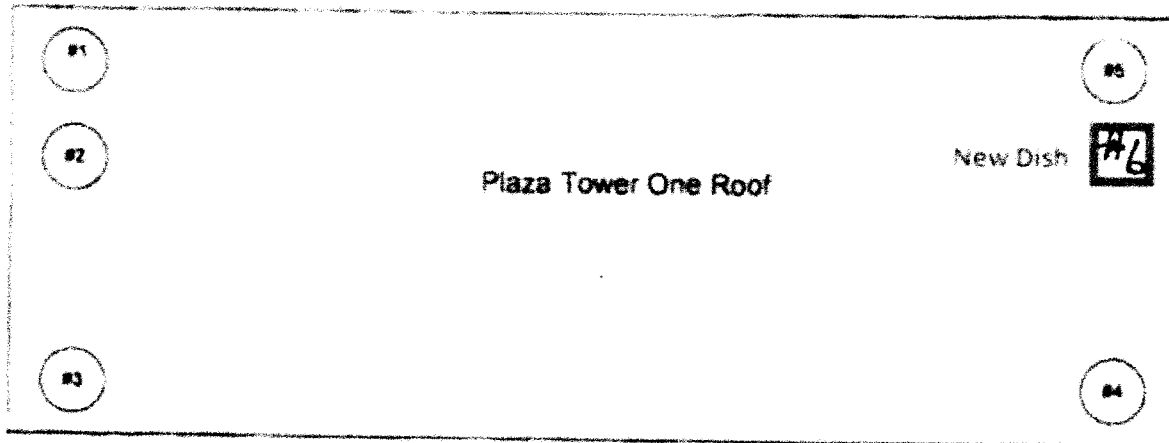
Date: _____

EXHIBIT "A-2"

PREMISES

(DRAWING TO BE ATTACHED)

Plaza Tower One (Chevron Radio Site) Antenna Array
And Equipment Rack Layout

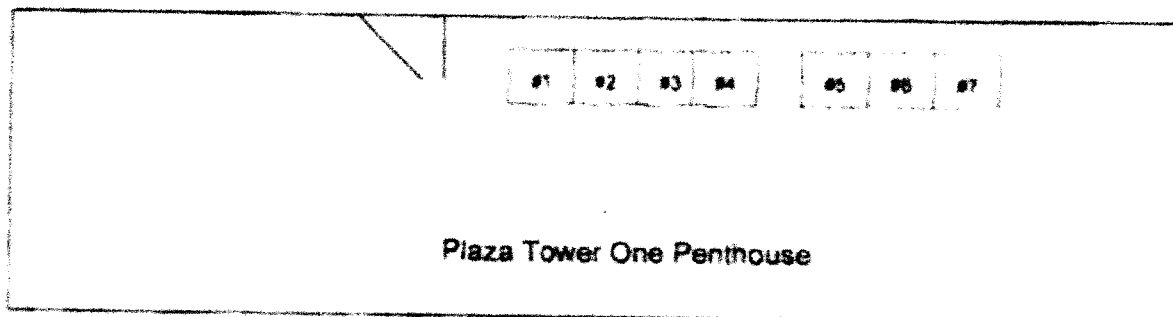


Antennas:

- #1 - Sheriff's ITAC2 TX / RX
- #2 - Sheriff's 700 MHz TX
- #3 - Sheriff's 800 MHz TX
- #4 - Sheriff's 700 MHz RX
- #5 - Sheriff's 800 MHz RX

Rough Sketch by Arapahoe
County Sheriff's Office
November 2, 2010
Liz Shortl

#6 - 2' Dish



Rack Layout:

- #1: Back-up Batteries & UPS
- #2: 2 - 800 MHz Quantars & 1 - ITAC 2 Quantar
- #3: 700 MHz Combiner & Connectivity
- #4: 3 - 700 MHz Mot STR3000 & 3 - Mot GTR8000
- #5: 4 - 800 MHz Quantars
- #6: 2 - 800 MHz Combiners & Connectivity
- #7: 4 - 800 MHz Quantars

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EXHIBIT "B-2"

LICENSEE'S EQUIPMENT

RADIO EQUIPMENT

- 7 - Modified 8' Equipment Racks
- 3 - Celwave Combiners
- 2 - Multicouplers
- 13 - Repeaters – Motorola Quantar 800 MHz
- 6 - Repeaters – Motorola GTR8000 700 MHz
- 1 - Router
- 1 – Switch
- 2 – Site Controllers
- 1 – UPS (Uninterruptable Powers Supply)
- 6 – Back-up Batteries – 6V Sealed
- 1 – 24 Port 1U Patch Panel
- 1 – 23 GHz Microwave Radio

ANTENNAS:

- 5 – Fiberglass Omni-Directional
 - TX/RX ITAC 2
 - TX 700 MHz
 - RX 700 MHz
 - TX 800 MHz
 - RX 800 MHz
- 1 – 2' Microwave Dish
 - TX/RX23 GHz

EXHIBIT "G-1"

ACCESS AUTHORIZATION

PROPERTY: GRANITE PLAZA TOWER ONE
6400 Fiddlers Green Circle
Greenwood Village, Colorado

LICENSEE: ARAPAHOE COUNTY GOVERNMENT

ADDRESS: 5334 S. Pine Street
Littleton, CO 80166

PHONE: 303-795-4630

FAX: 303-738-7894

POC: Matthew Jackson
ADDRESS: 13101 E. Broncos Pkwy.
Centennial, CO 80112
PHONE: 720-874-3720
E-MAIL: mjackson@araphoegov.com

AUTHORIZED PERSONNEL:

Matt Jackson	Telecom Supervisor	Arapahoe County Sheriff	720-874-3720
Paul Dunlap	Telecom Specialist	Arapahoe County Sheriff	720-874-3731
Jose DeSouza	Telecom Specialist	Arapahoe County Sheriff	720-874-3723
Ed Boyer	Engineer	State of Colorado OIT	303-881-2480

Licensee does hereby verify that the above listed personnel and Service Companies are authorized to have 24-hour access to the equipment rooms and rooftop for the maintenance of its equipment.

LICENSOR CONTACT INFORMATION

Granite Properties, Inc.
Tanya Bouthillier, Property Manager
6400 S. Fiddlers Green Circle, Suite 500
Greenwood Village, CO 80111
Phone: (303) 804-4718
Email: tbouthillier@graniteprop.com