

**AMENDMENT NO. 2 TO NEUTRALLY HOSTED, MULTI-SECTOR
DISTRIBUTED ANTENNA SYSTEM ACCESS PERMIT AND LICENSE AGREEMENT**

This Amendment No. 2 to Neutrally Hosted, Multi-Sector Distributed Antenna System Access Permit and License Agreement (the “**Amendment No. 2**”) is made and entered into by and between the Oklahoma City Public Property Authority (“**Licensor**”), a public trust whose sole beneficiary is The City of Oklahoma City, a municipal corporation (the “**City**”), and Celco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“**Licensee**”). Licensor, the City, and Licensee are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**.”

Background:

WHEREAS, Licensor, the City, and Licensee previously entered into that certain Neutrally Hosted, Multi-Sector Distributed Antenna System Access Permit and License Agreement dated November 5, 2013 pursuant to which Licensor permits and licenses to Licensee the right to connect and operate through Licensor’s distributed antenna system (“**DAS**”) within the Cox Convention Center and into the former Chesapeake Energy Arena (now Paycom Center); and

WHEREAS, Licensor, the City, and Licensee previously amended such Neutrally Hosted, Multi-Sector Distributed Antenna System Access Permit and License Agreement through Amendment No. 1 thereto, dated November 24, 2020 (such agreement, as amended, hereafter referred to as the “**Agreement**”), whereby the Parties documented the extension of the DAS into the new Oklahoma City Convention Center (“**OKCCC**”) to provide DAS coverage at the OKCCC and the attachment of Licensee’s equipment to the new DAS; and

WHEREAS, the existing DAS equipment within the Cox Convention Center continues to service the Paycom Center (which was previously identified in the Agreement as Chesapeake Energy Arena, but shall hereafter be referred to as “**Paycom**”); and

WHEREAS, on December 12, 2023, Oklahoma City voters approved a six-year one-penny sales tax to build a new downtown arena; and

WHEREAS, it is anticipated that the Cox Convention Center will be demolished in the near future to make way for the new downtown arena (“**New Arena**”); and

WHEREAS, due to such demolition, it is necessary to move the existing DAS equipment located within the Cox Convention Center to the OKCCC and upgrade the DAS equipment to continue to serve the Paycom; and

WHEREAS, Licensor, the City, and Licensee now desire to amend certain terms of the Agreement through this Amendment No. 2 to document the anticipated migration and upgrade of the existing DAS equipment located within the Cox Convention Center to the OKCCC and the attachment of Licensee’s equipment to the modified DAS as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor, the City, and Licensee hereby agree as follows:

1. Preface

- 1.1. Capitalized terms not defined herein shall have the same meaning ascribed to them under the Agreement.
- 1.2. Any provision of the Agreement not revised by this Amendment No. 2 shall remain in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment No. 2, the terms of this Amendment No. 2 shall take precedence.
- 1.3. Unless otherwise provided in this Amendment No. 2, all Agreement terms and conditions applicable to the Cox Convention Center and the former Chesapeake Energy Arena, now Paycom Center, shall also apply to the OKCCC.
- 1.4. The OCPPA's Facilities Management Agreement formerly held by SMG is now held by ASM Global ("ASM"). Consequently, all Agreement references to SMG shall now be regarded as references to ASM.

2. Amendments to Agreement

- 2.1. Migration of Licensee's Equipment and Connection to Modified DAS in OKCCC. The scope of work for this Amendment No. 2 is the installation and commissioning by Licensor of JMA TEK0 conditioner cards (700, 850, PCS, AWS) into the JMA TEK0 Neutral Host DAS after Licensee relocates the Licensee Equipment located in the Cox Convention Center (including Licensee's radio sources for Paycom Center) to the Oklahoma City New Convention Center Headend / Datacenter) as further described in this Amendment No. 2. Licensee shall have a reasonable time, not to exceed one hundred eighty (180) days following the full execution of this Amendment No. 2, in which to relocate the Licensee Equipment from the Cox Convention Center to the OKCCC.
- 2.2. OKCCC Equipment Room – Designated Licensee Space. The provisions of Agreement Article IV (EQUIPMENT ROOM – Designated Licensee Space) shall apply to the OKCCC equipment room, the location of which is shown in **Amendment No. 2 Attachment D** attached hereto and incorporated herein ("**OKCCC Equipment Room**"). All Agreement references to "Equipment Room" shall now also include the OKCCC Equipment Room. Licensee has requested and is herein granted a limited license allowing the Licensee permission, consistent with the terms set forth in the Agreement, to install and connect Licensee's equipment, as identified and set forth in **Amendment No. 2 Attachment C** (the "**OKCCC Licensee Equipment**"), in the OKCCC Equipment Room. All references to Licensee Equipment in the Agreement shall include the OKCCC Licensee

Equipment to the extent such references are applicable to the OKCCC Equipment Room. **Amendment No. 2 Attachment D** depicts the space allocated to the Licensee for installation of the OKCCC Licensee Equipment, which space will be marked off and designated for the Licensee within the OKCCC Equipment Room.

- 2.3. Updated DAS Components and Design Principles. Licensor agrees to upgrade and modify the DAS in accordance with the design principles attached as **Amendment No. 2 Attachment B** attached hereto and incorporated herein. Licensor shall maintain and operate the DAS in accordance with the requirements of the Agreement, as amended by this Amendment No. 2.
- 2.4. Operational Requirements. Agreement Article V.J. shall be supplemented by **Amendment No. 2 Attachment E** attached hereto and incorporated herein, provided that if there are any conflicts between Article V.J. and the Service Level Agreement attached as Exhibit E to the Agreement (“SLA”), on the one hand, and the Amendment No. 2 Attachment E, on the other, the terms of Article V.J. and the SLA shall control.
- 2.5. Consideration and Fees. Licensor and Mobile Communications America (“MCA”) are parties to that certain Equipment Maintenance and Monitoring Agreement, pursuant to which, among other things, MCA will perform integration and optimization services for carriers joining the modified DAS. In accordance with **Amendment No. 2 Attachment A**, therefore, Licensee shall pay MCA the sum of \$74,724 within one hundred eighty (180) days of the of the full execution of this Amendment No. 2. Other than the fees outlined in Attachment A, this Amendment No. 2 shall have no effect on the Consideration and Fees paid by Licensee pursuant to the Agreement for the use of the DAS.
- 2.6. Time of Essence. For purposes of this Amendment, time shall be deemed of the essence.
- 2.7. Naming Rights. For purposes of Agreement Article XVIII.R., Licensor advises Licensee that the naming rights to the building now known as and referred to herein as the “Oklahoma City Convention Center” are held by ASM. Accordingly, ASM has the authority to change the facility’s name. In the event that ASM re-names the facility, any and all references herein to the “Oklahoma City Convention Center” or the “OKCCC” shall be deemed to include the new name given or placed upon the facility.
- 2.8. Fiber/Utilities. Article XIV of the Agreement is hereby amended to include the following provision: “Licensor hereby grants to Licensee a non-exclusive license and right, for the term of this Agreement, to install, maintain, repair and remove fiber running from the nearest public right of way to the Licensee Equipment and between the various components of Licensee Equipment, as depicted on Amendment No. 2 Attachment C. This license does not grant Licensee the right to use, install, maintain, repair, or remove any City-owned fiber or conduit. Prior to

installation of any fiber, Licensee will provide Licensor with plans showing what will be installed. Unless an emergency repair is required, Licensee will provide Licensor with thirty (30) days' written notice prior to any installation, maintenance, repair, or removal of Licensee's fiber. Notice pursuant to this section shall be sent in writing to: City of Oklahoma City, Attn: IT Infrastructure Manager, 100 N. Walker, 6th Floor, Oklahoma City, OK 73102.

3. **Term.** This Amendment No. 2 shall be effective upon the date approved by Licensor ("**Effective Date**"). The Parties hereby amend the Agreement to extend the Term of the Agreement through June 30, 2028. Thereafter, upon mutual written agreement of the parties, the Term of the Agreement, as amended by this Amendment No. 2, may be extended for additional successive one-year terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.]

IN WITNESS WHERETO, the parties have caused this Amendment No. 2 to be approved and executed.

LICENSEE:

Cellco Partnership d/b/a Verizon Wireless

By: Patrick Casey

Name: Patrick Casey

Title: SR Dir - Network

Date: 11/05/2024

STATE OF Texas)
COUNTY OF Dallas)

SS.

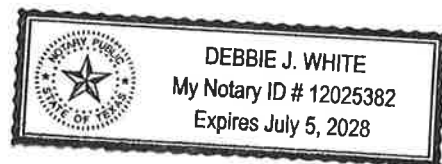
ACKNOWLEDGMENT

This instrument was acknowledged before me this 5 day of November, 2024, by Patrick Casey, SR Dir - Network [TITLE], for Cellco Partnership d/b/a Verizon Wireless, who personally appeared before me.

Debbie J. White
Notary Public

Commission No. 12025382

My Commission Expires: 07/05/28



APPROVED by the *Oklahoma City Public Property Authority* and **SIGNED** by the
CHAIRMAN this 19TH day of NOVEMBER, 2024.

OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY, LICENSOR

ATTEST: (SEAL)

Amy K. Simpson
Secretary



David Holt

CONCURRENCE by the *City Council* of The City of Oklahoma City and **SIGNED** by
its **MAYOR** this 19TH day of NOVEMBER, 2024.

THE CITY OF OKLAHOMA CITY

ATTEST: (SEAL)

Amy K. Simpson
City Clerk



David Holt

REVIEWED for form and legality.

Jill Burnett
Assistant Municipal Counselor

Amendment No. 2 Attachment A

Oklahoma City Convention Center Amendment No. 2 Fees

[See Attached or otherwise submitted to Licensee by Mobile Communications America, Inc.]

Amendment No. 2 Attachment A
(Page 1 of 1)
The Cost Contribution and the Maintenance Fee

Description	Upgrade Shared Cost	Verizon Cost Breakout
Cost of the DAS		
OKC Paycom Arena Verizon 2024 DAS Move / Upgrade to JMA TEKO		2024 DAS Upgrade
Total Cellular Neutral Host Equipment		
Total Passives Components		
Spares		
Freight		
Tax		
Construction & Engineering Services		
Arena Upgrade Total	-	-
HeadEnd Base Station Integration		
Verizon Integration to DAS		
JMA Headend Point of Interface Equipment		60,743
Services		11,548
Freight		2,433
AT&T DAS Integration Total		74,724
Verizon C-band overlay (If Shared with Subsequent Licensee)		
Neutral Host DAS Active Components		
Spares		
C-band specific Passive Components		
C-band specific Freight		
Construction Services & Engineering Services		
Arena C-band Upgrade Total	-	-
Paycom Verizon Integration Total	-	74,724
Verizon Total CapEx Cost:		74,724
Annual Recurring Costs		
Annual Access Fee (which includes Monitoring and Maintenance)		No Change to existing
Insurance (Shared)		Included
Property Taxes (Shared)		Included
Utilities (Shared)		Included
Reserve/Repair Fund Accounts (Shared)		Included
Ongoing System Maintenance, including Out of Warranty Equipment Repairs	\$	-
Total Annual Recurring Costs	\$	-
Assumptions		
Contract Term	6/30/2028	
Initial number of Carriers	4	
This is based on Existing Bands and Sector count		
Assumes final OKC IT approval of system design and no unforeseen issues impeding installation.		

Amendment No. 2 Attachment B

Modified Oklahoma City Convention Center DAS Design Principles

[See Attached or otherwise submitted to Licensee by Mobile Communications America, Inc.]



**OKC Paycom Arena and
Convention Center**

Oklahoma City, OK

Lat

Long:

Site ID:

Square Footage: ~485,000 sqft



LONGENT TEAM

RF Engineer

Carrier Contact
Name

OEM: Corning / JMA
Solution: One / TEKO

DESIGN SPECIFICATION

Chip Richards
Phone
919.817.0794
Designer
Name
Chip Richards
Phone
919.817.0794

Varies
Phone
Varies
Site Contact
Name
Phone

Carrier	700	Cell/800	PCS	AMS
VZW	1 LTE channel		1 LTE channel	1 LTE channel
ATT	1 LTE channel	1 LTE channel	1 LTE channel	1 LTE channel
TMO			TBD	TBD
US Cell	1 LTE channel		1 LTE channel	1 LTE channel

Vicinity Map



- Base Station Fed System

- Design will maintain a level of -85 dbm RSSI over 95% of the requested coverage area

PROPRIETARY AND CONFIDENTIAL

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Project name	Project start	Project end	Project status
1.1	2012/01/01	2012/03/31	Completed
1.2	2012/04/01	2012/06/30	In Progress
1.3	2012/07/01	2012/09/30	Not Started
1.4	2012/10/01	2012/12/31	Not Started
1.5	2013/01/01	2013/03/31	Not Started
1.6	2013/04/01	2013/06/30	Not Started
1.7	2013/07/01	2013/09/30	Not Started
1.8	2013/10/01	2013/12/31	Not Started
1.9	2014/01/01	2014/03/31	Not Started
1.10	2014/04/01	2014/06/30	Not Started
1.11	2014/07/01	2014/09/30	Not Started
1.12	2014/10/01	2014/12/31	Not Started
1.13	2015/01/01	2015/03/31	Not Started
1.14	2015/04/01	2015/06/30	Not Started
1.15	2015/07/01	2015/09/30	Not Started
1.16	2015/10/01	2015/12/31	Not Started
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OKC Chesapeake and New CC

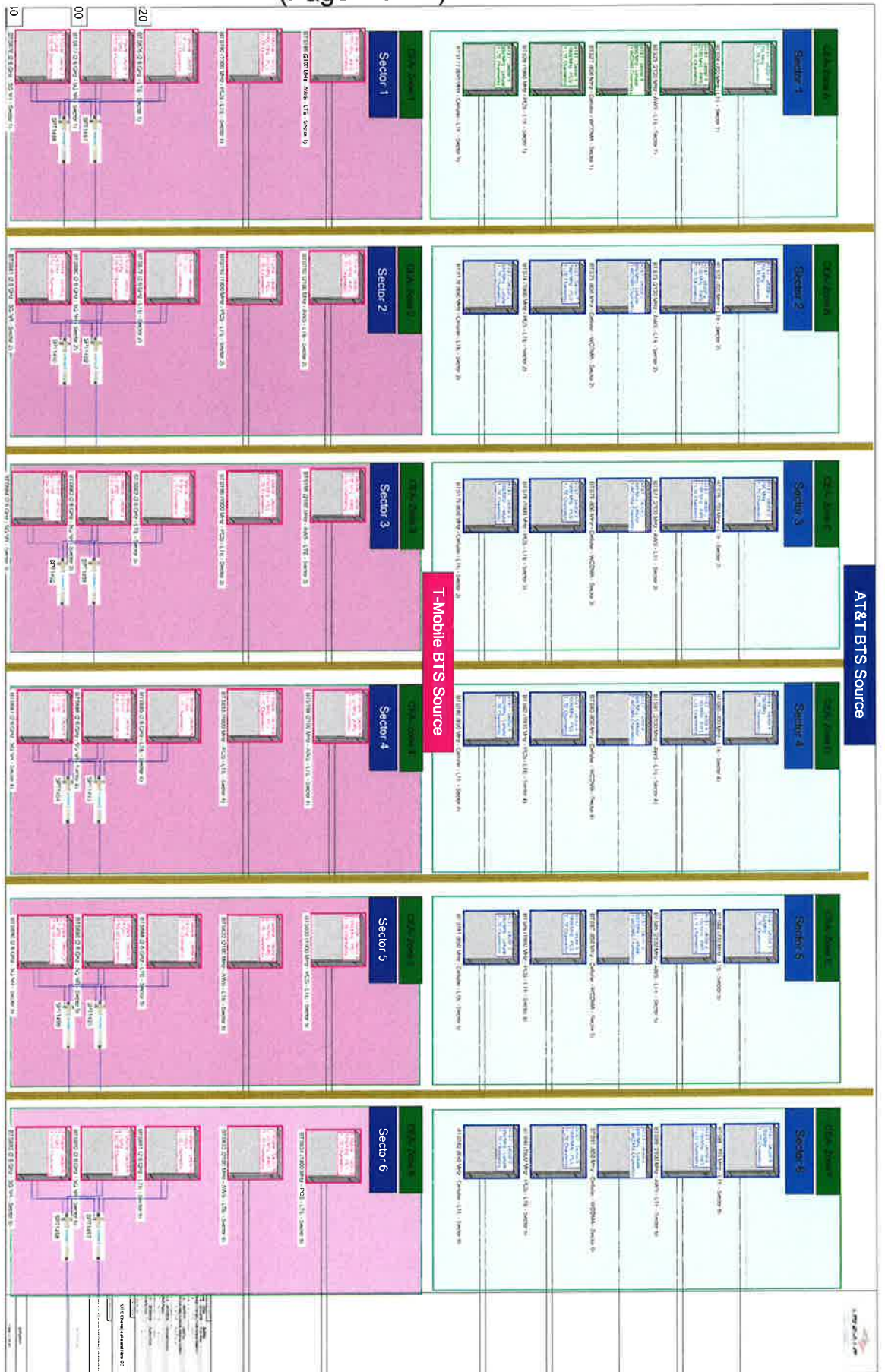
Designer

Chip Richards

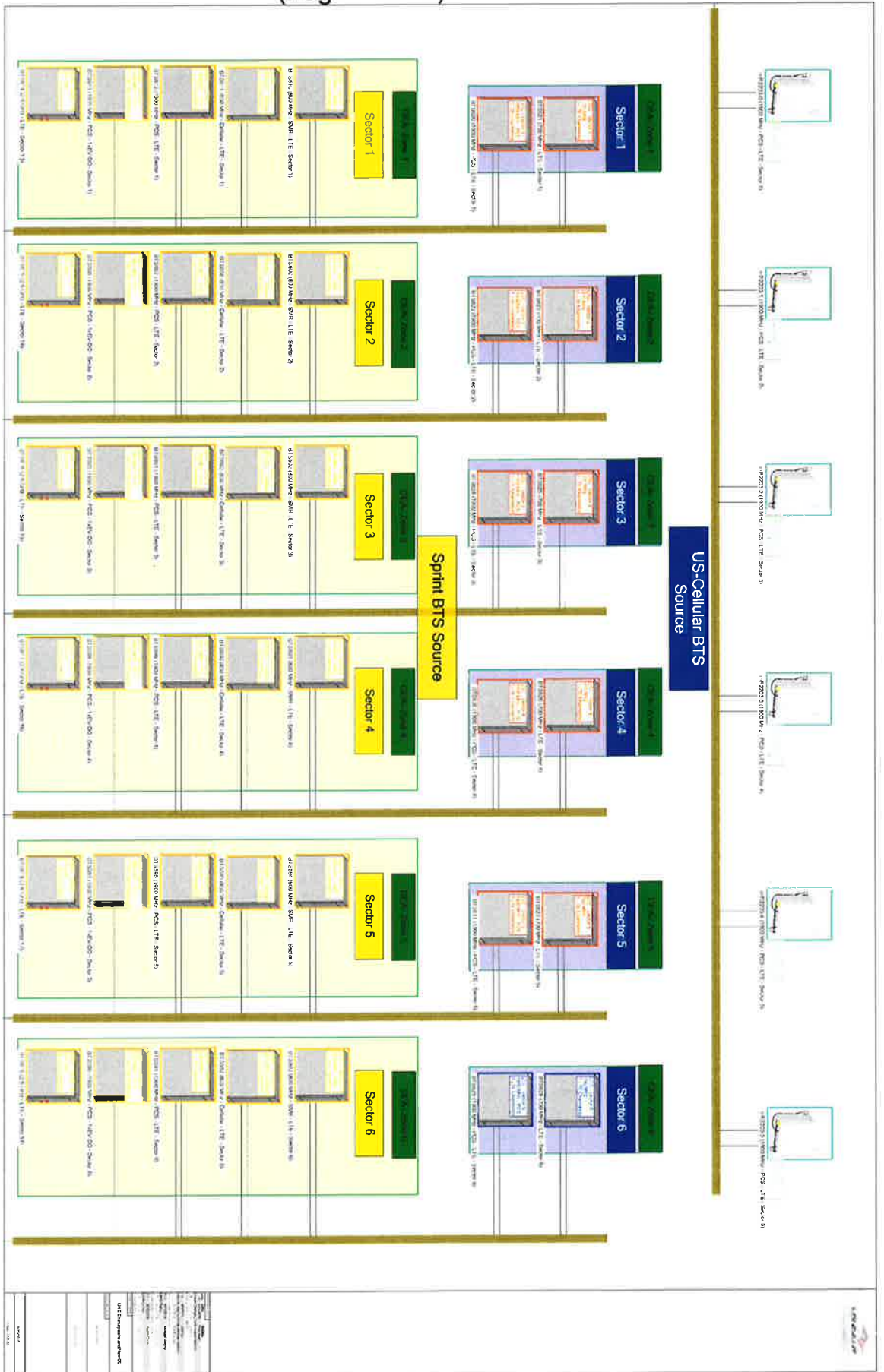
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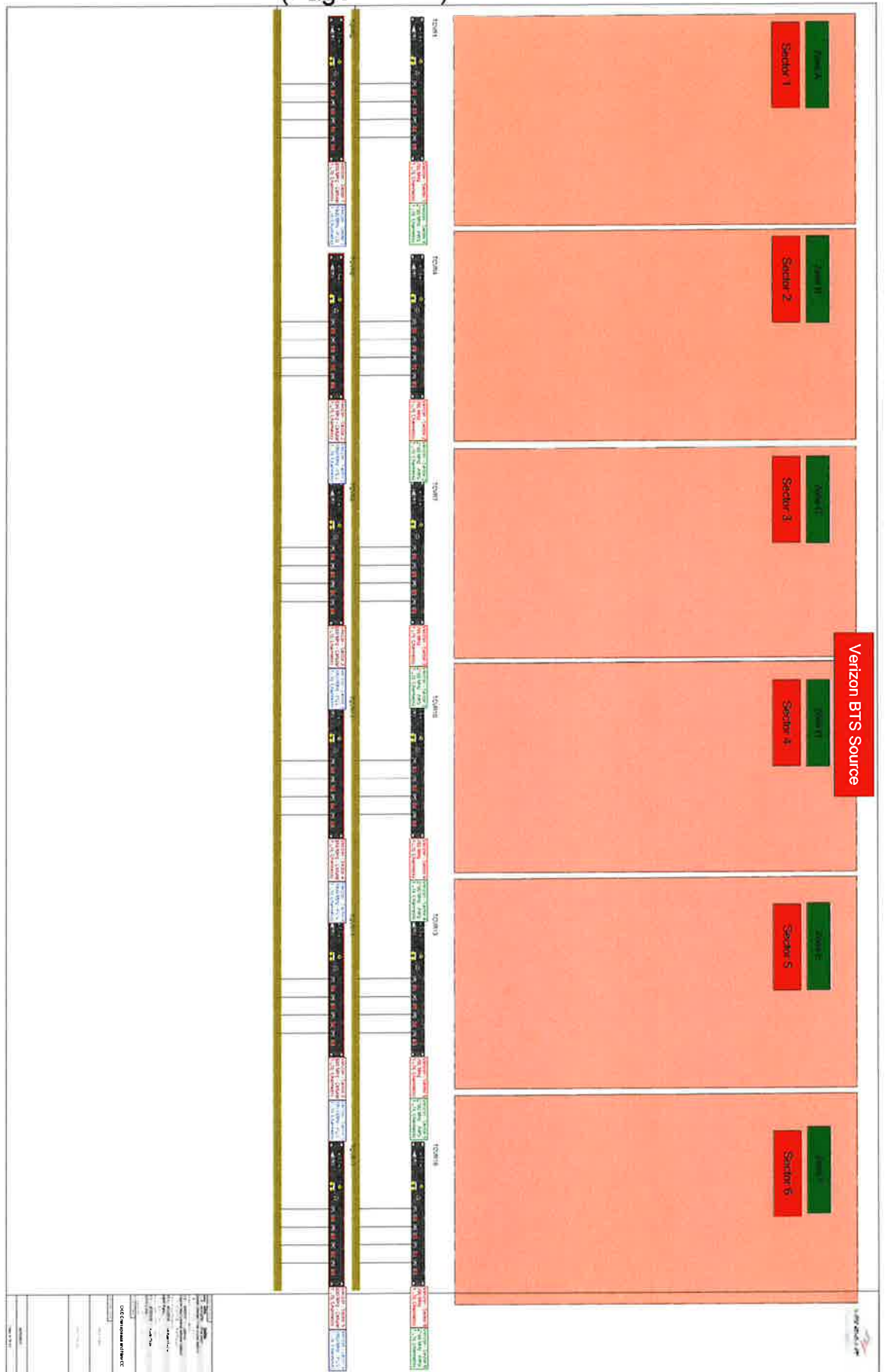
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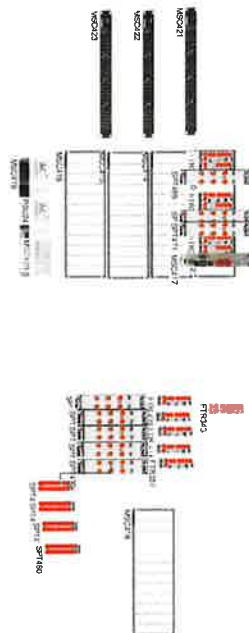
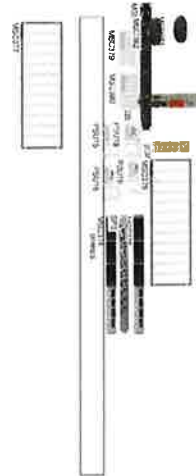
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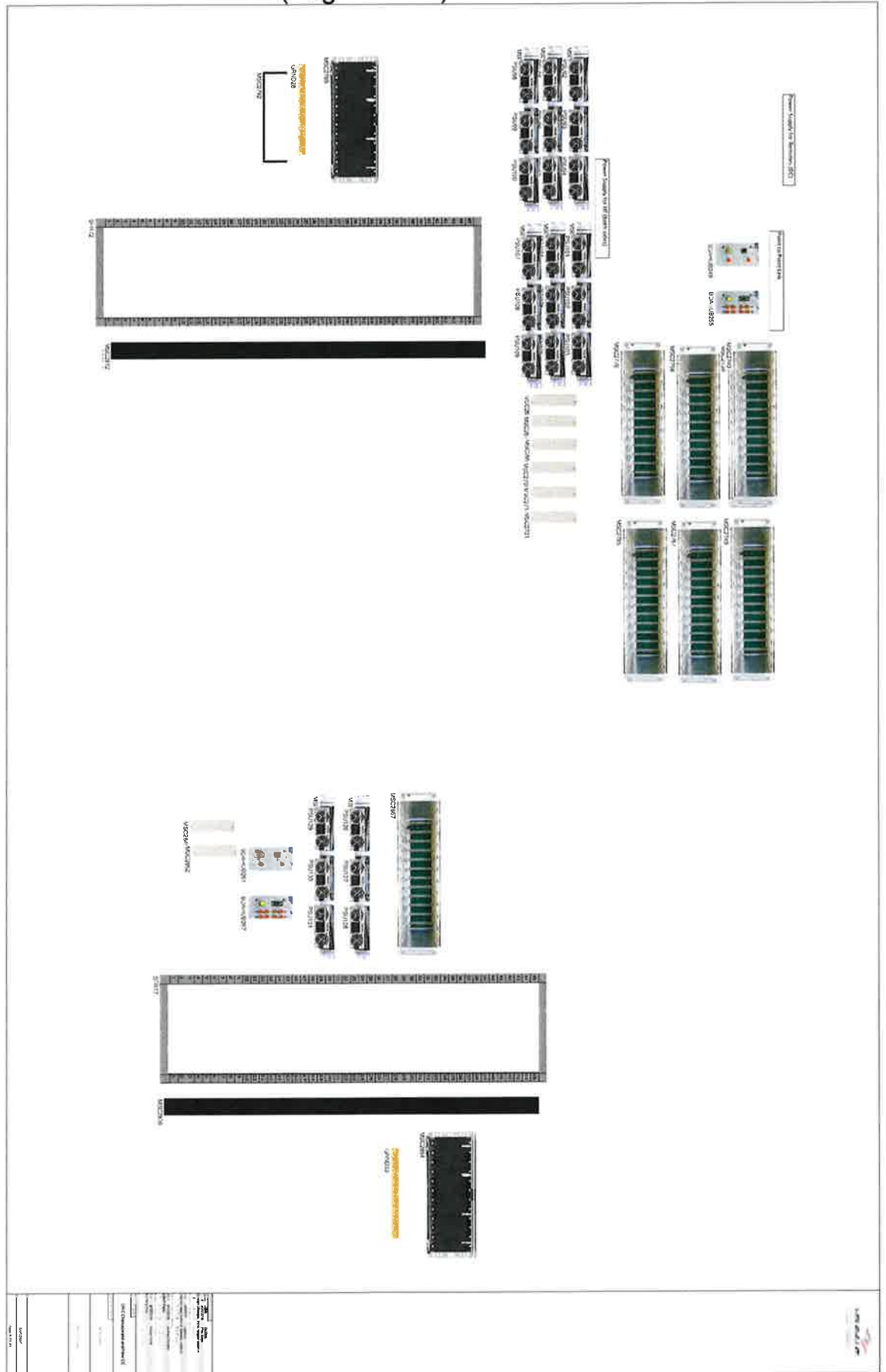


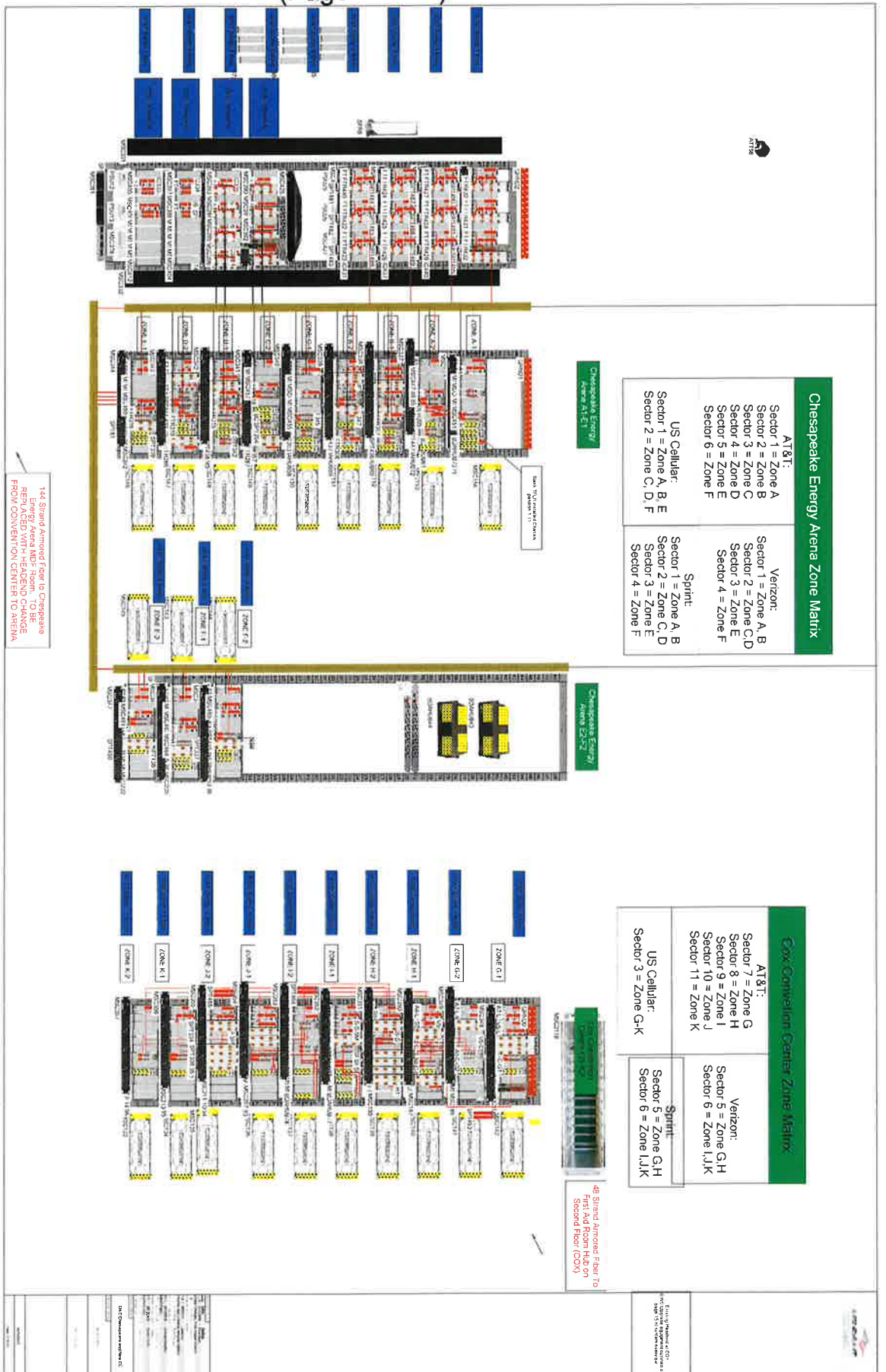
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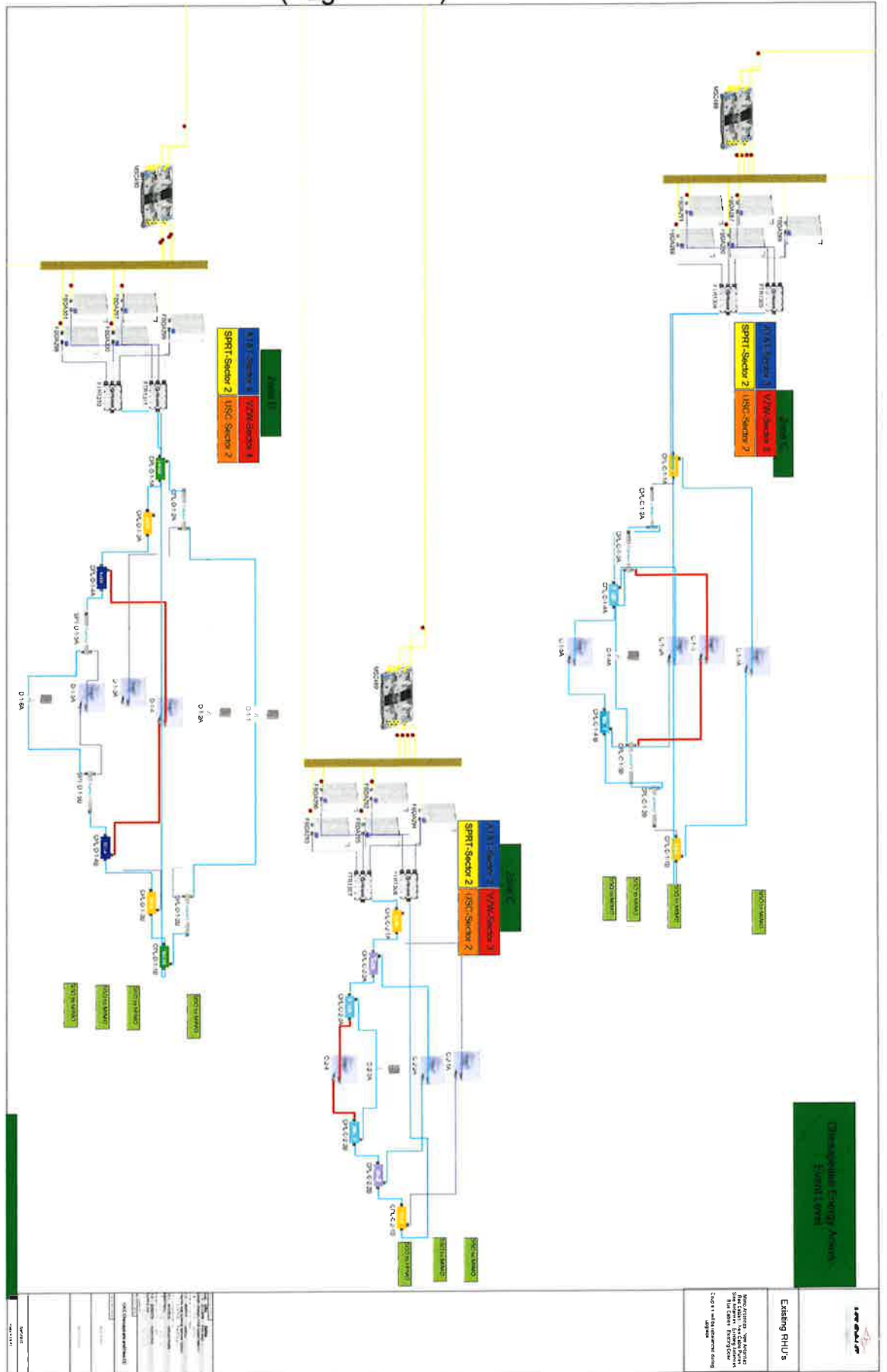
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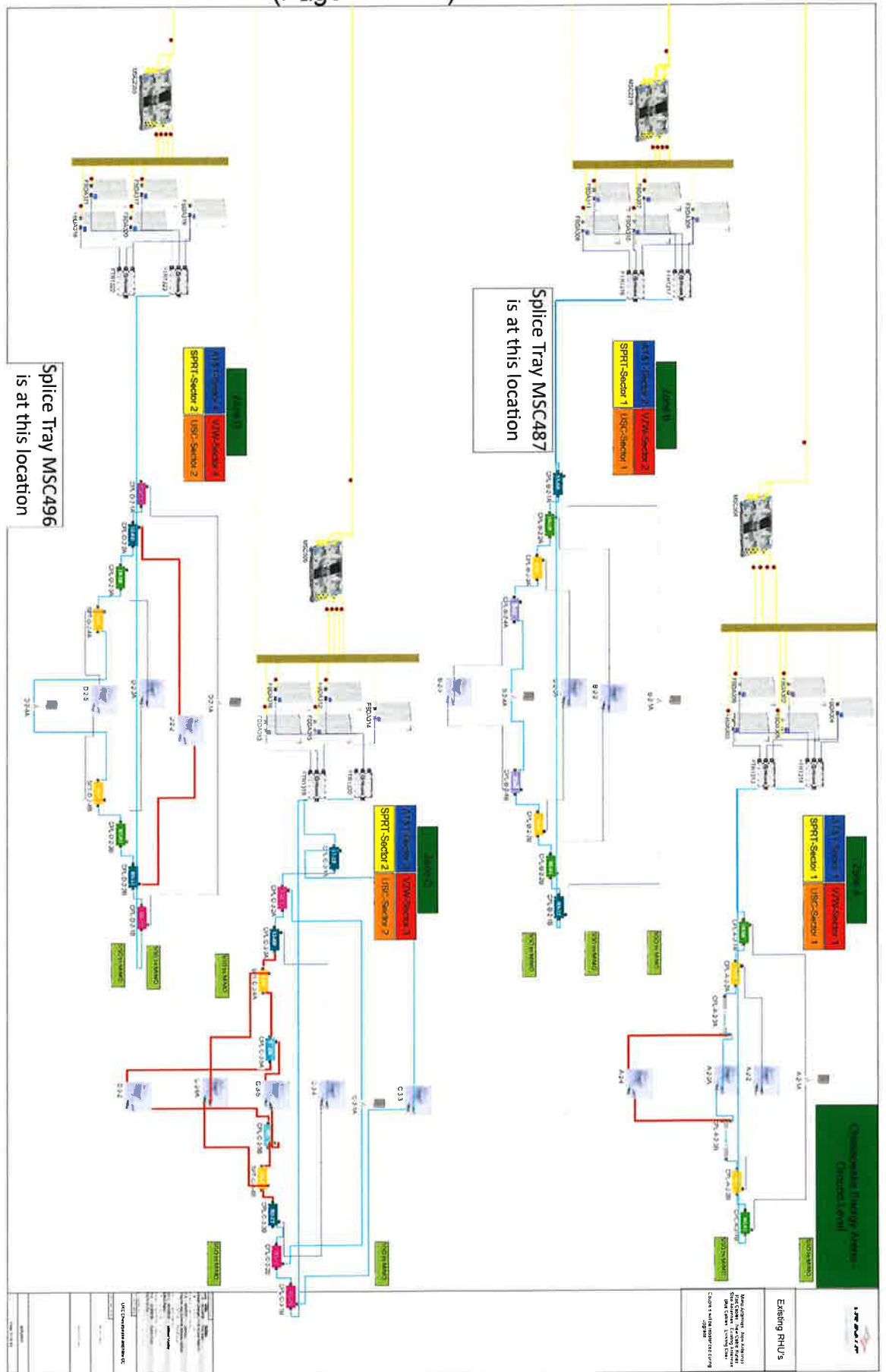
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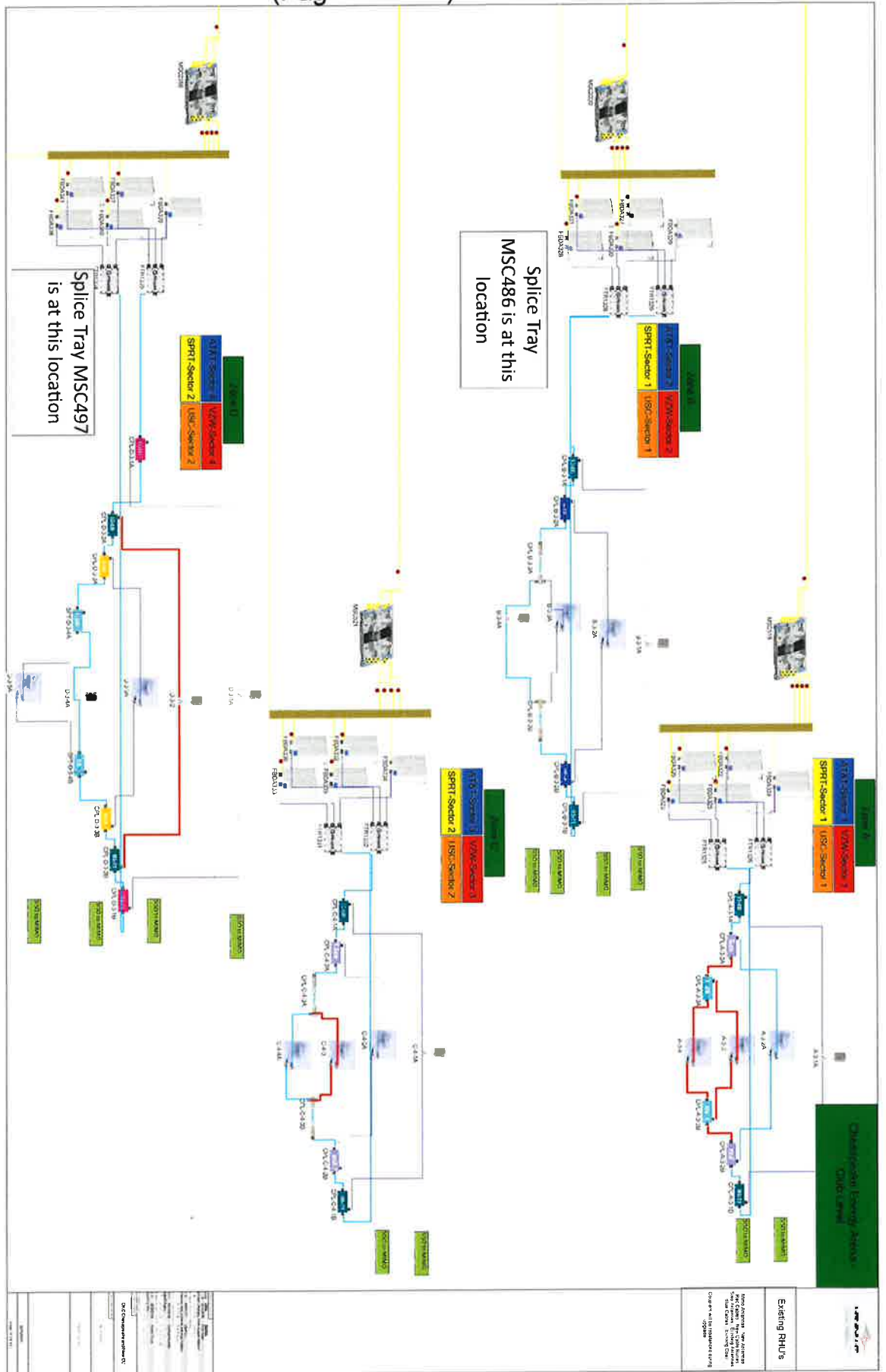




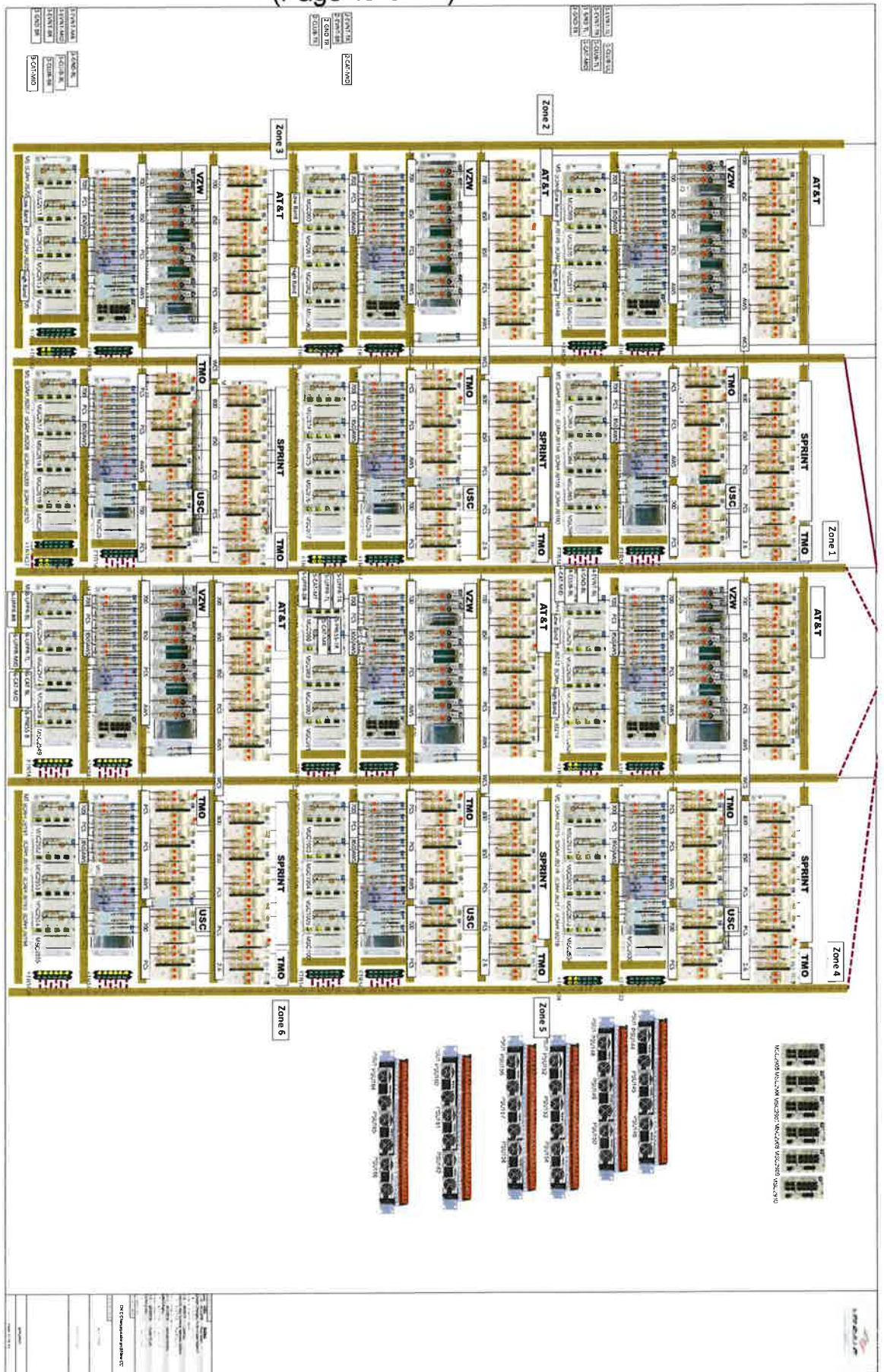
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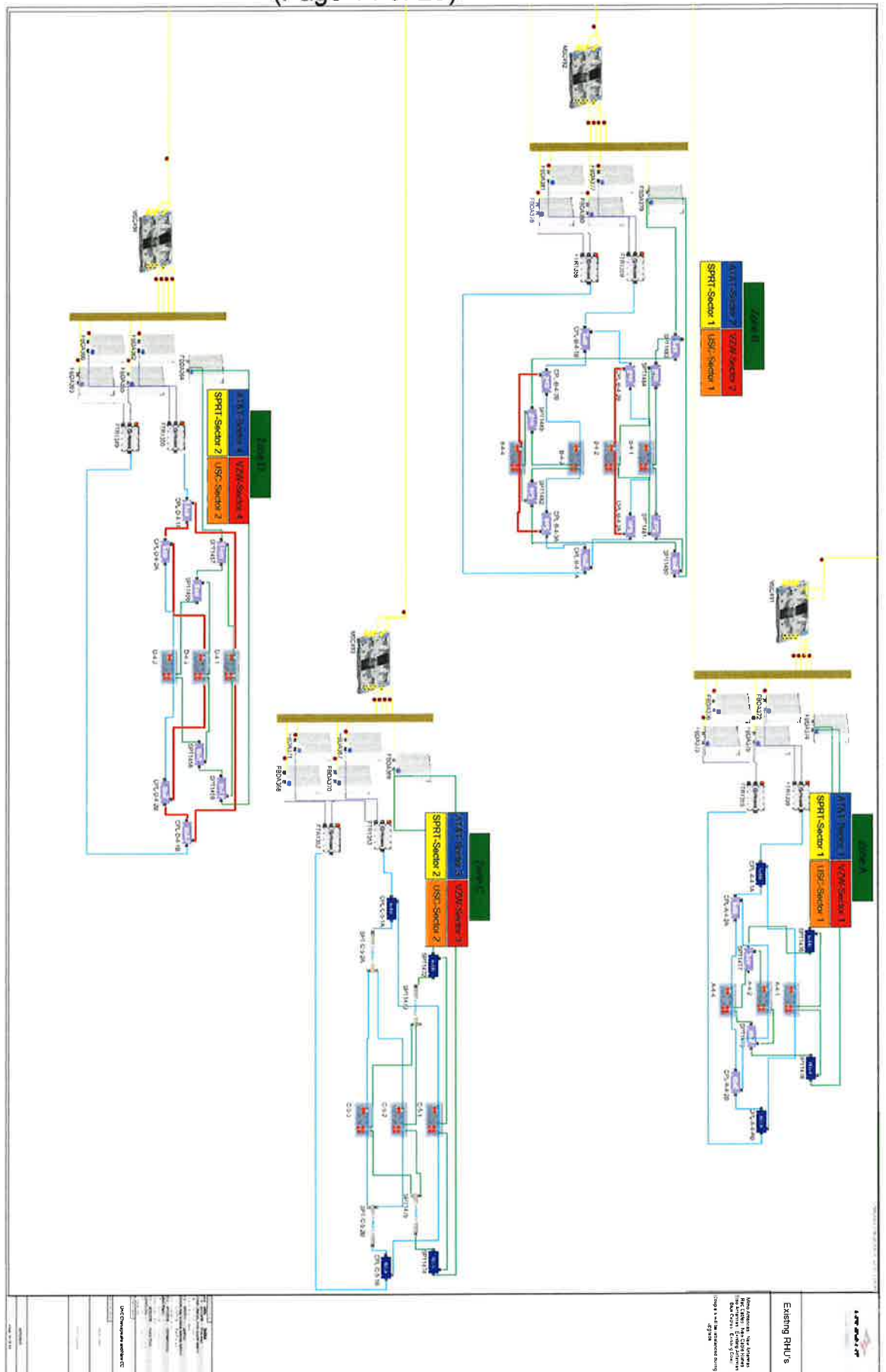




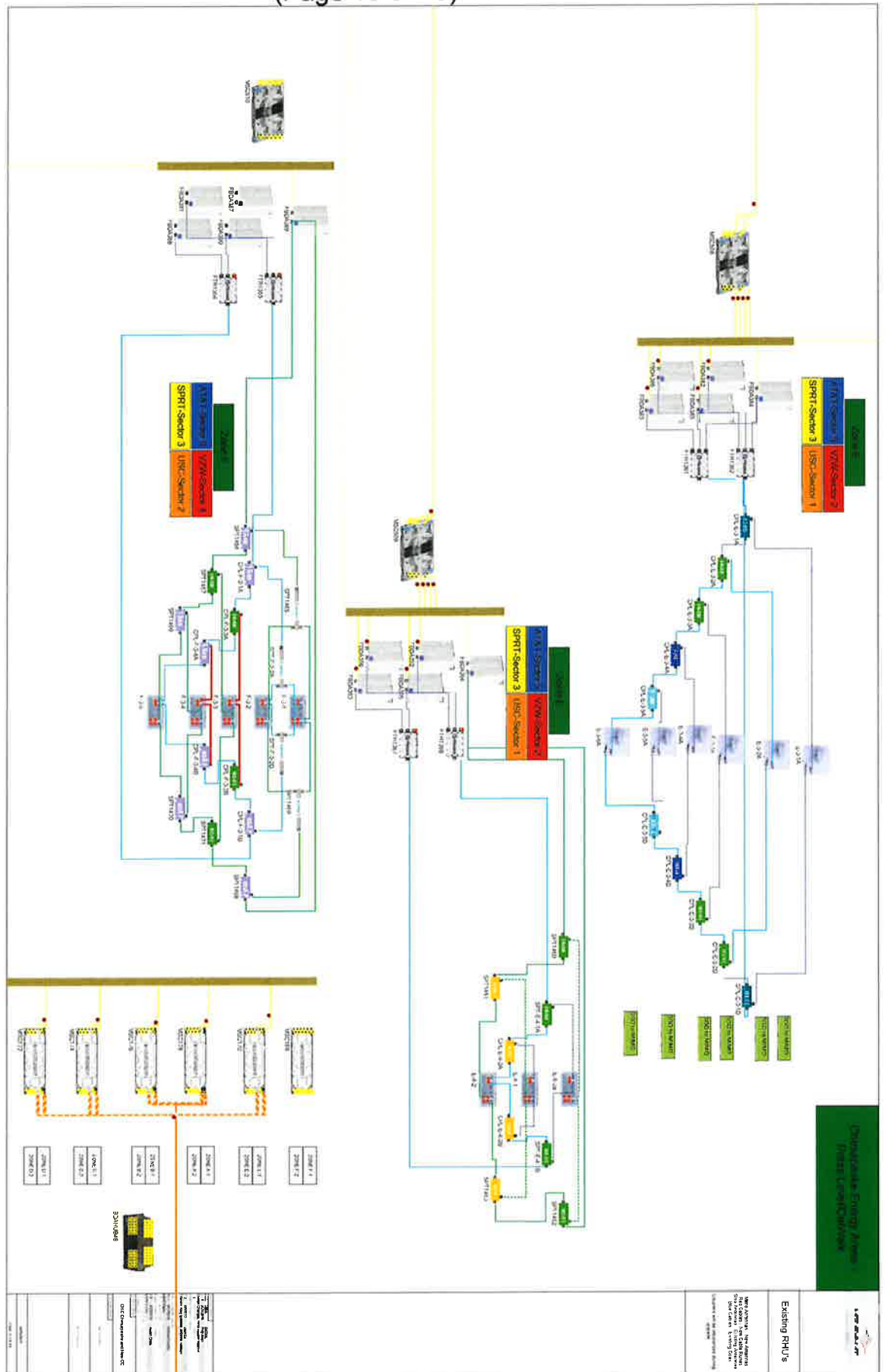
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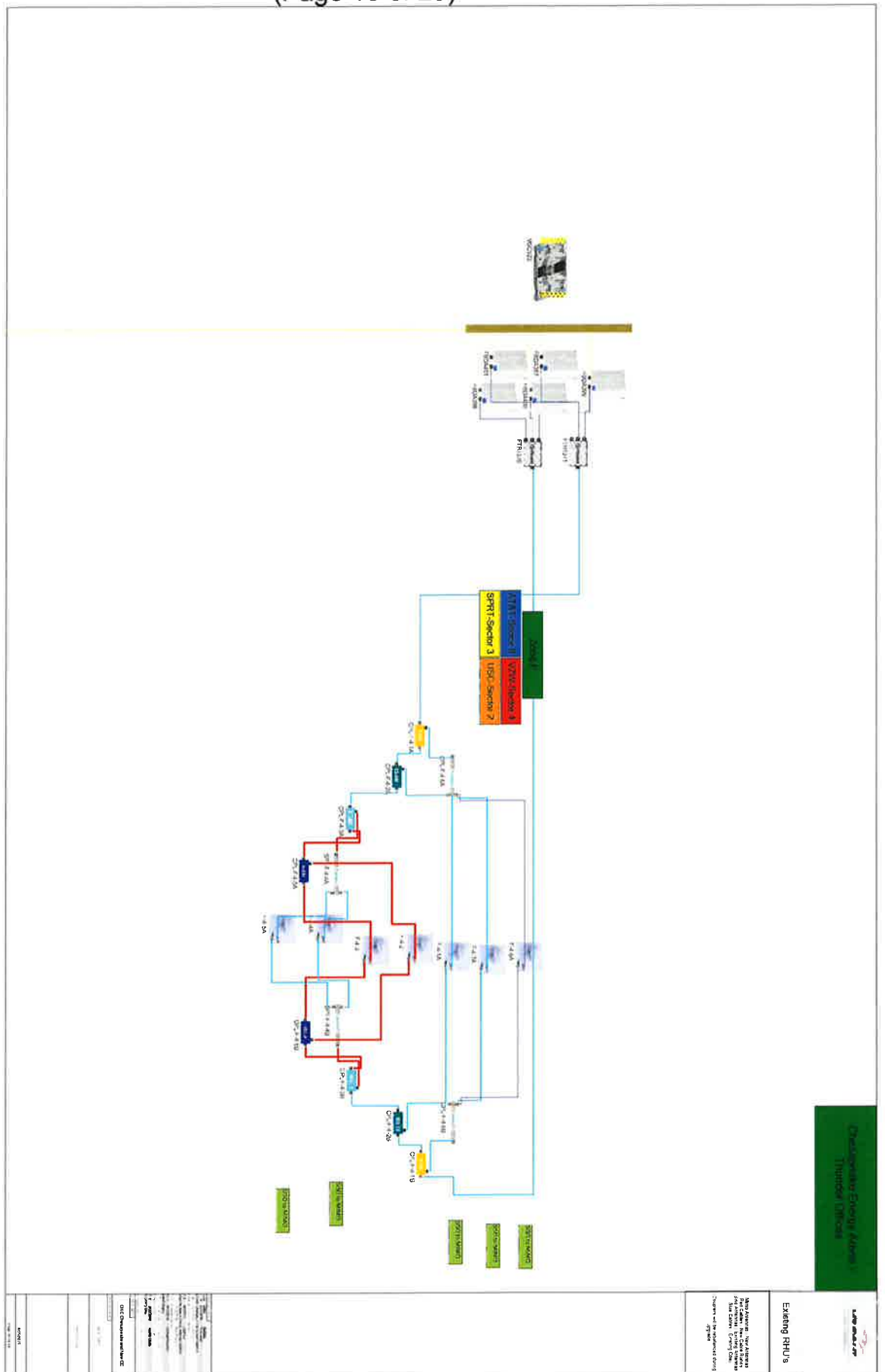
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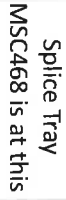


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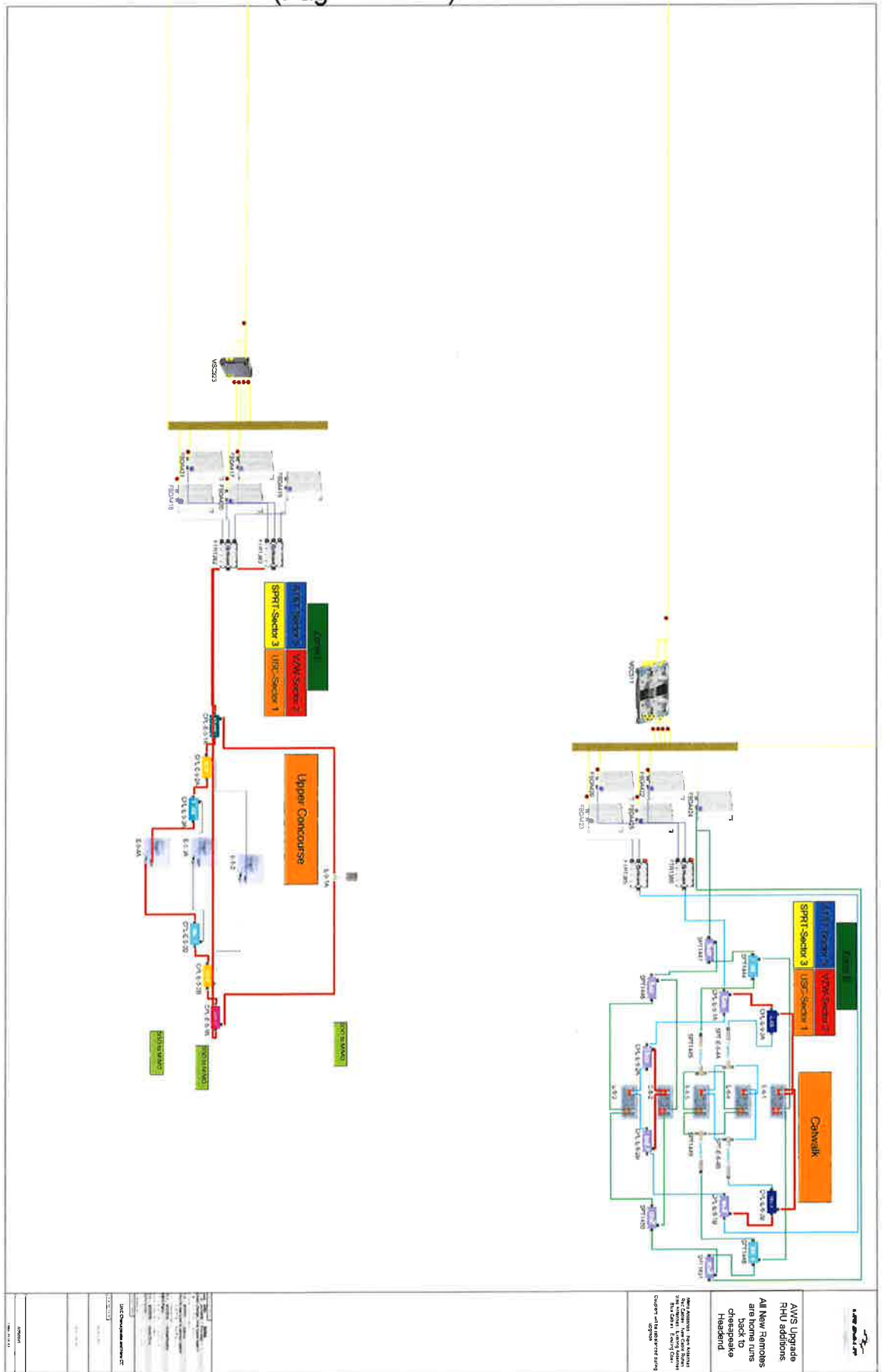


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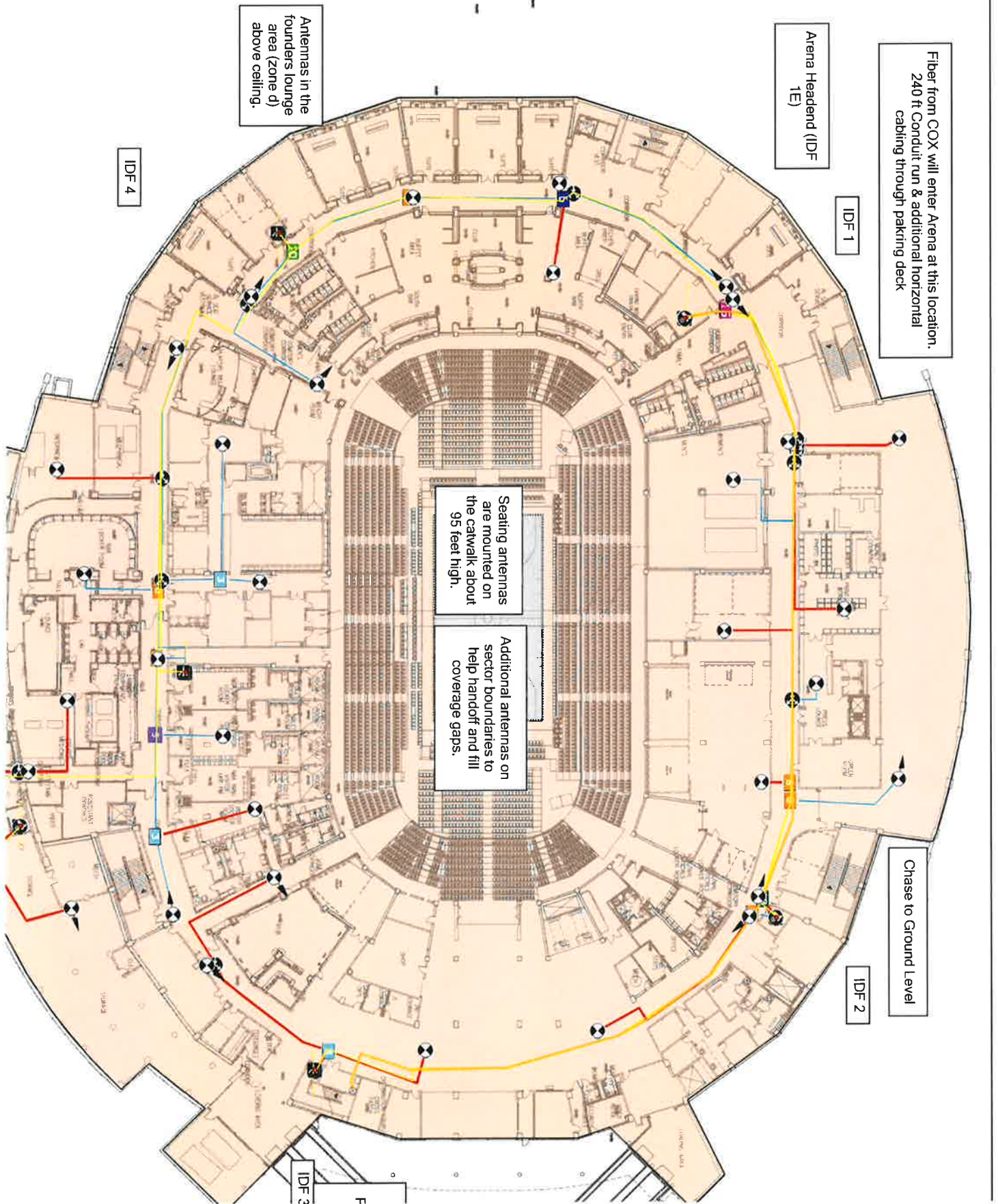


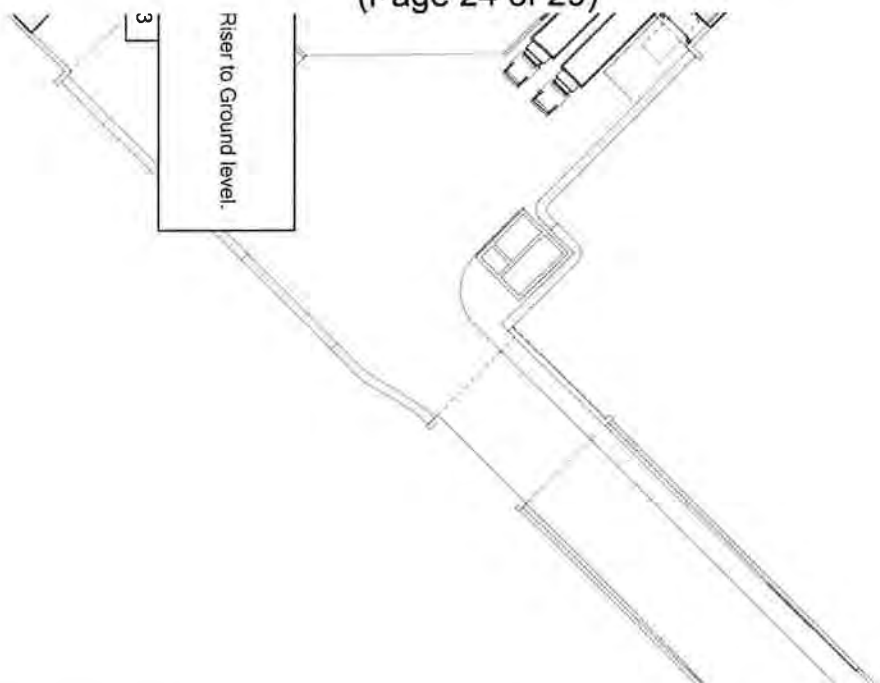
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The diagram illustrates a 12VDC power distribution system. It features a battery at the top left, connected to a main power bus. This bus then branches out to various components, including lights, pumps, and control units. A central 'HEU Reference Table' is provided for component identification. The table lists components like 'A' (Ampere), 'T' (Temperature), 'V' (Voltage), 'W' (Weight), 'Z' (Zener), 'O' (Oil), 'M' (Motor), 'S' (Switch), 'C' (Capacitor), and 'U' (Unit) across different sections (A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z).

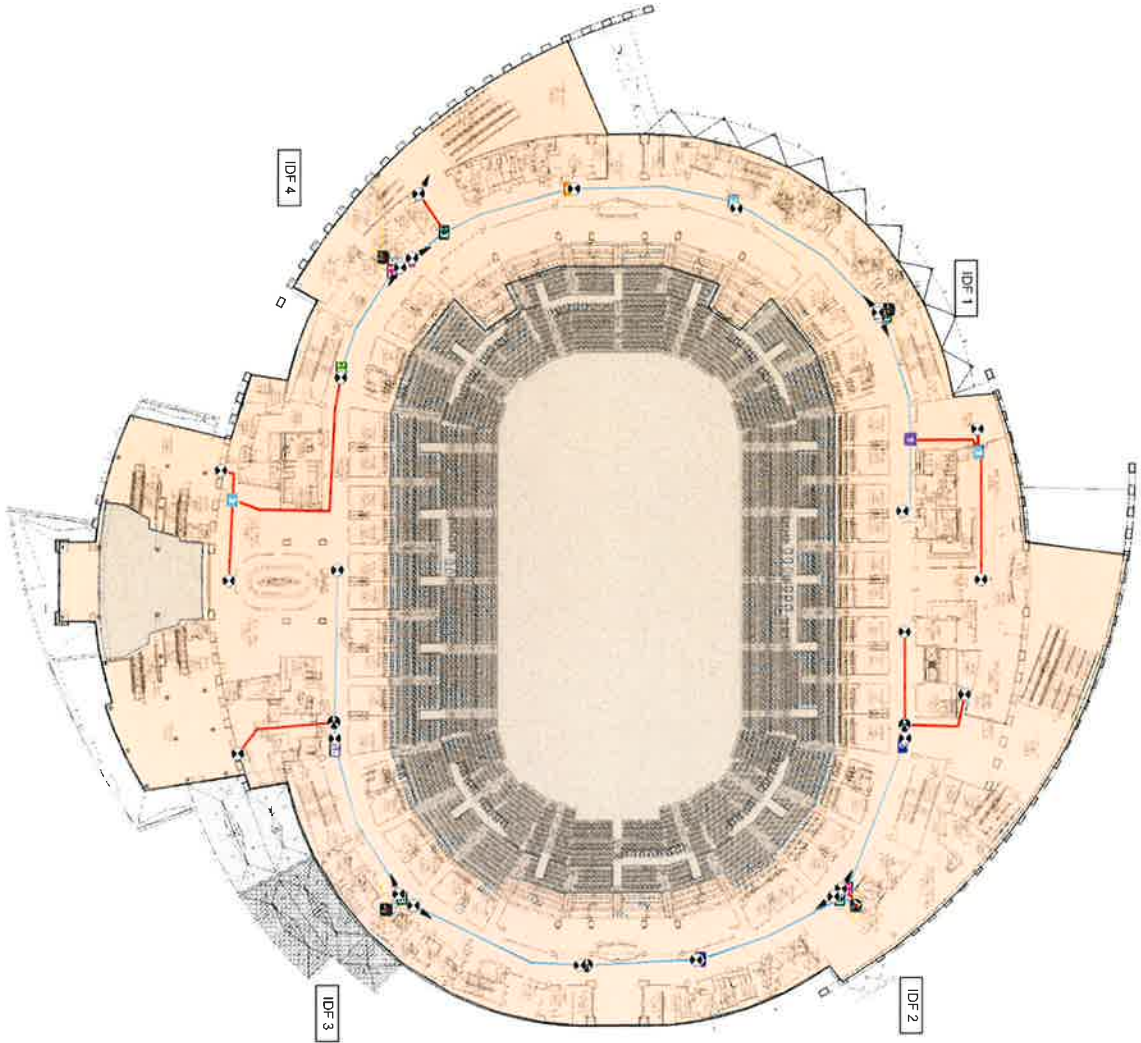
HEU Reference Table	
A	A
T	T
V	V
W	W
Z	Z
O	O
M	M
S	S
C	C
U	U

Amendment No. 2 Attachment B
(Page 23 of 29)





Revision history	
Rev	Date
V3.5	3/21/2016
Design Changes: Final coupler balance.	
6.1	5/13/2016
Finalize Project Redlines.	
9.0	4/5/2017
Thunder Alley External Antenna Addition	
10.2	9/19/2018
Verizon signal sources	
11.1	4/11/2019
MIMO Paths	
12	4/19/2019
Replaced with TEKO system	
1.1	9/30/2019
Coming One	
1.8	12/16/2019
Company Info	
Project name	
OKC Chesapeake and New CC	
Designer name	
Chip Richards	



OKC Chesapeake and New CC

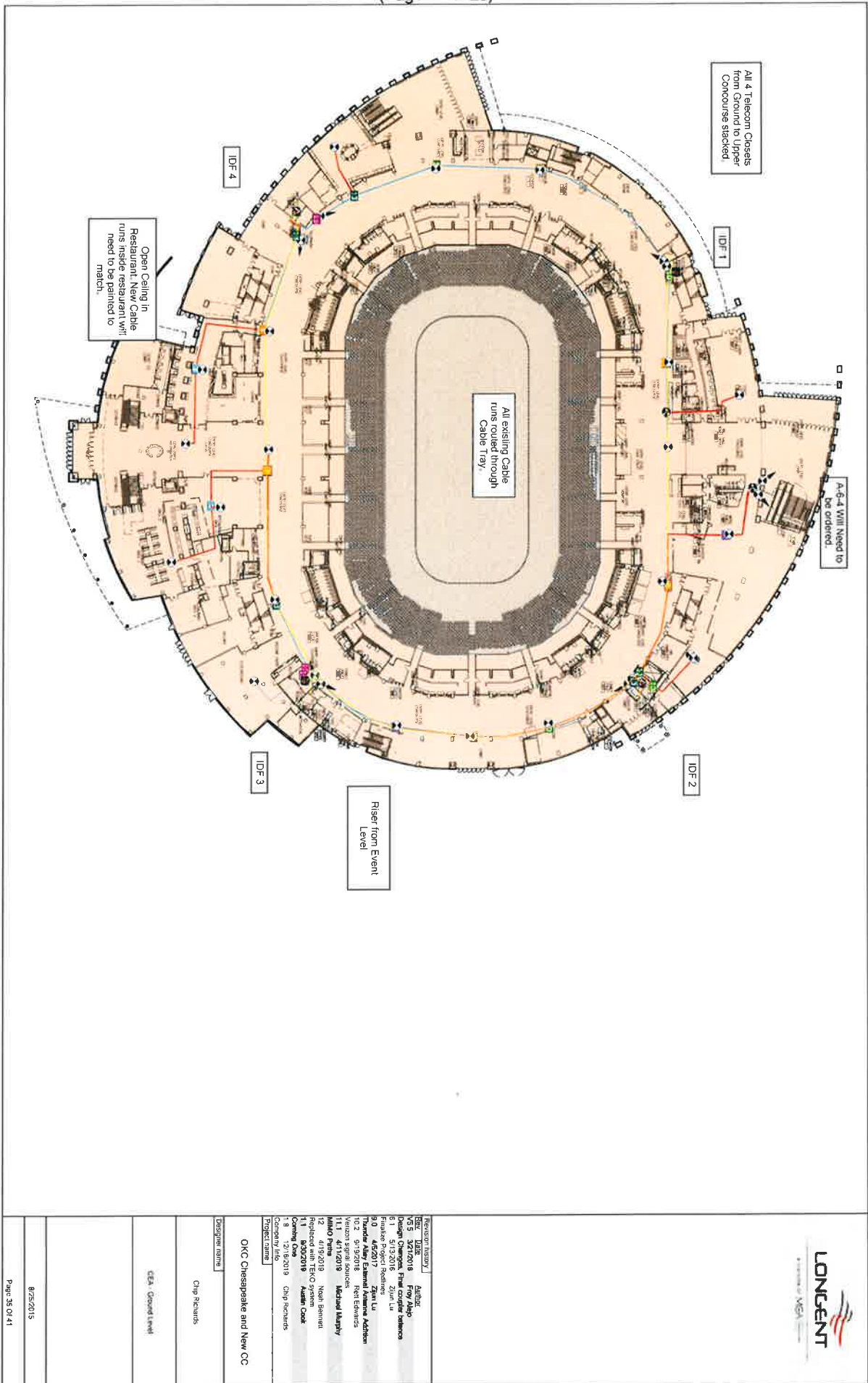
Designer name

Chris Richards

CEA - Club Level

Project name	Company/Institution	Author	Revision history
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2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
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OXC Chesapeake and New CC
Occupant name:
Chip Richards
CEA Upper Concourse
B25/2015
Page 34 of 41



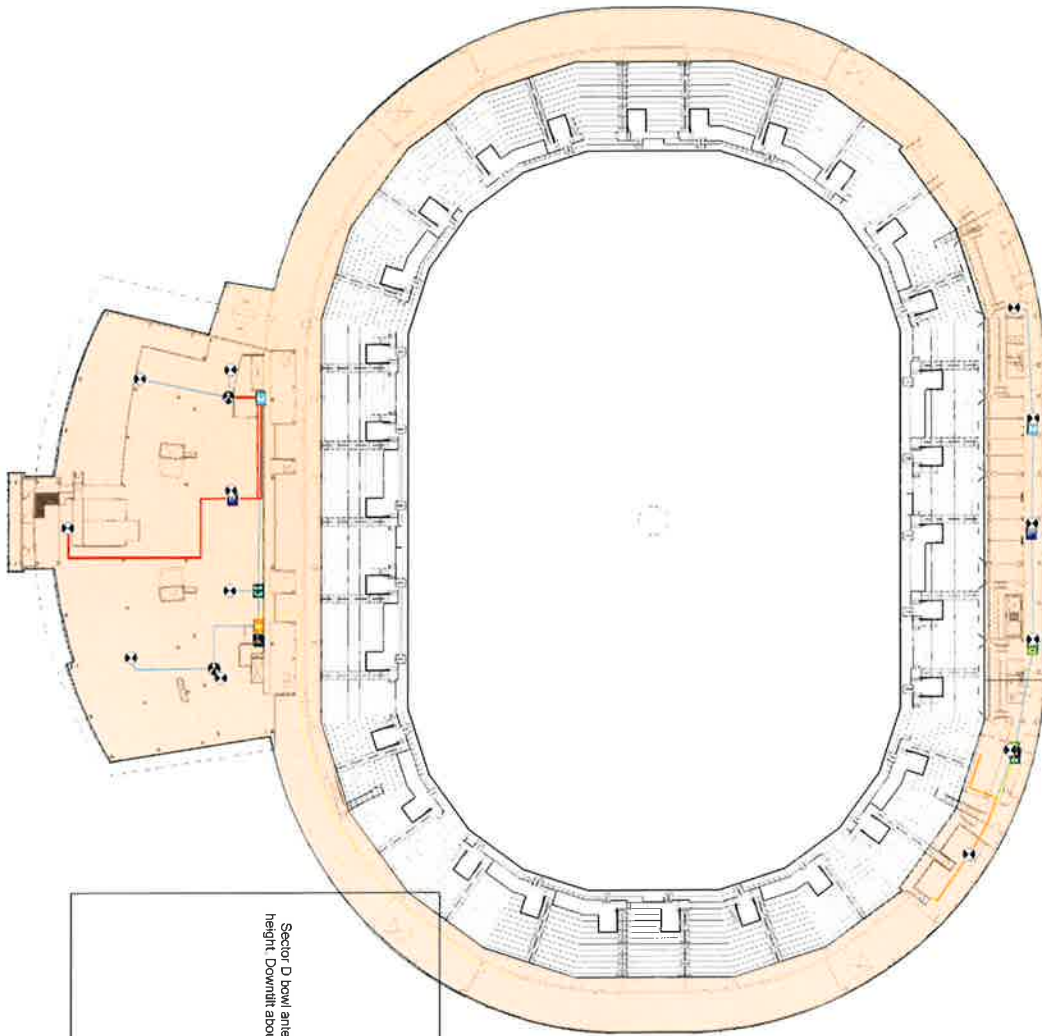
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1.35	1/13/2021
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1.99	5/13/2026
1.100	6/13/2026

OKC Chesapeake and New CC

Design name	Chip Richards
-------------	---------------

Chip Richards

CEA - Ground Level



RTHU in IDF PPR-2

Notes:
Sector D bowl antenna estimated height above all other bowl antennas between 18 and 22 feet additional height. Downhill about 50 degrees. Azimuth about 10 degrees off center Sector D, (10 degrees towards Zone A)

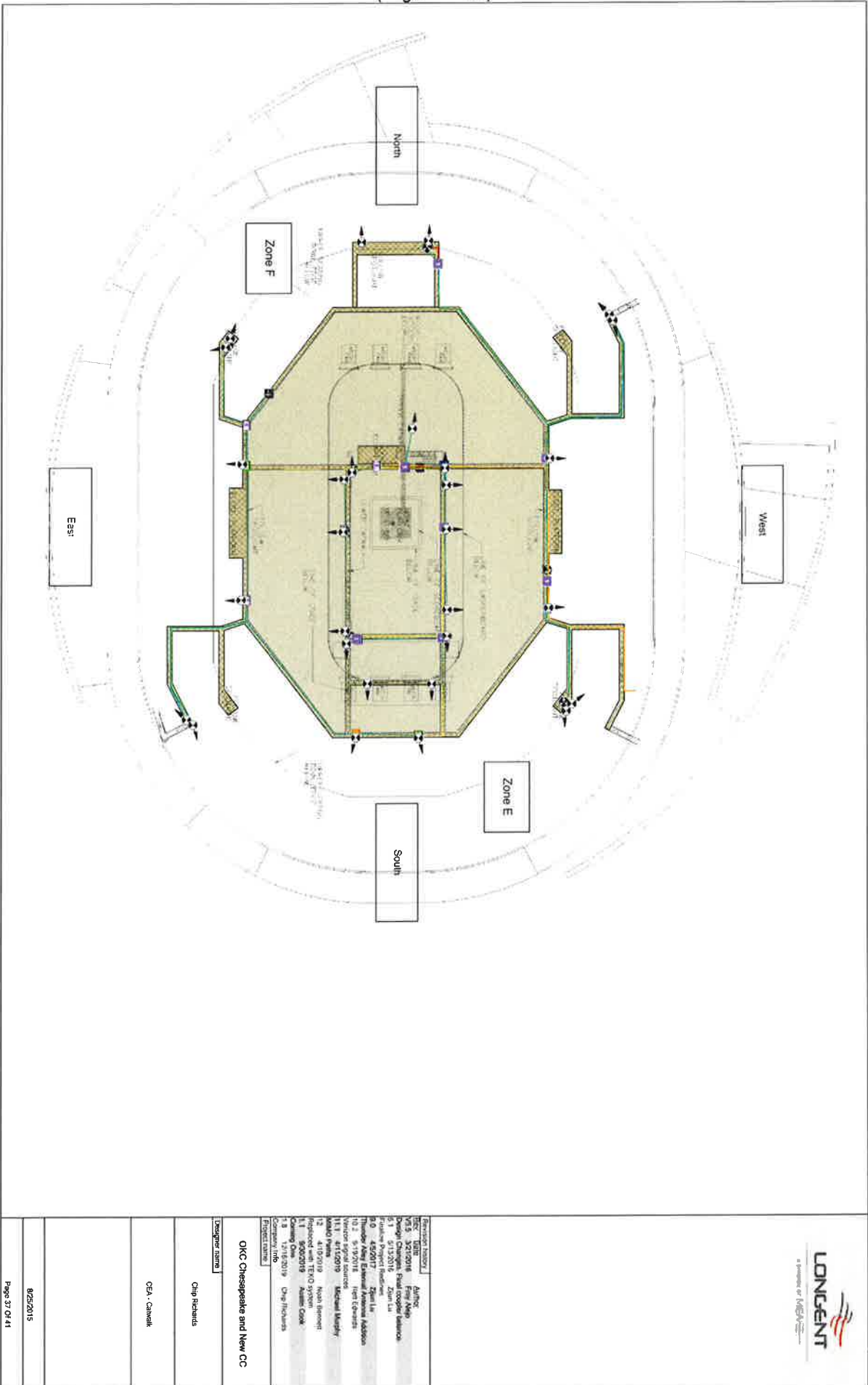


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099	3/25/2016
100	3/25/2016

OKC Chesapeake and New CC

Chip Richards

CEA - Press level



OKC Chesapeake and New CC

Design team

Chip Richards

CEA - Canwalk

8/25/2015
Page 37 of 41

Amendment No. 2 Attachment C

OKCCC Licensee Equipment (including fiber)

[See Attached or otherwise submitted to Licensee by Mobile Communications America, Inc.]

CHESAPEAKE ENERGY ARENA OK

5000259124



ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES:

- 2018 International Building Code, Inc. (IBC) (W/CR AMENDMENTS)
- 2018 International Residential Code, Inc. (IRC)
- 2018 International Fire Code, Inc.
- 2018 International Mechanical Code, Inc.
- 2018 International Plumbing Code, Inc.
- 2018 International Fuel Gas Code, Inc.
- 2009 International Energy Conservation Code, Inc.
- 2009 American National Standard Institute
- 2017 National Electrical Code, NEC

- **PART CONVENTION:** TRANSFERRED ENERGY AREA FOR THE CONVENTION CENTER TO THE NEW OMC CONVENTION CENTER.
- **PATCH 1 AND PATCH 2:** IF DARK FIBER AT THE ARSNA, WITH EXISTING OKLAHOMA FIBERS ROUTED TO THE NEW CONVENTION CENTER (PACHAULI).
- **SNAP THE EXISTING 1 (A) SECTORS AND ADD 12 ADDITIONAL SECTORS**
- **ADD 850 MHZ LTE SIGNAL TO 1 (A) SECTORS**
- **USE OMC FIBERS FROM THE CONVENTION CENTER TO THE ARSNA TO FEED THE REMAINING NODES AT THE ARSNA**
- **OMC CONVENTION CENTER:**
 - **SNAP THE EXISTING 12 (A) SECTORS AND ADD 13 ADDITIONAL SECTORS**
 - **ADD 850 MHZ LTE SIGNAL TO 12 (A) SECTORS**

5000259124

[illegible]

DESIGNED:	NAM	JOB #
DRAWN:	SJM	
CHECKED:	NAM	23 V2D-009

TITLE SHEET & PROJECT INFORMATION

T-1

GENERAL NOTES:

1. THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
2. IF IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL STATE AND LOCAL CONSTRUCTION CODES AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
3. THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND METHOD DESIGNED FOR PROPER PERFORMANCE OF THE WORK.
4. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THE PROJECT.
5. SITE GROUNDING SHALL COMPLY WITH VERBON WIRELESS GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH STRONGARM SYSTEMS SHALL GOVERN.
6. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH THE VERBON WIRELESS GROUNDING STANDARDS. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
7. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.
8. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENTS HAVE REQUESTED THAT GROUPS OF TWO OR THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE.
10. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
11. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. Silt and EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
12. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR THE PROJECT SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.
13. ALL SUI TABLE EROSION MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNDESIRABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATION APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
14. SEEDING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE YEAR PERIOD.
15. PERMITS: OBTAIN AND PAY FOR REQUIRED PERMITS, LICENSES, FEES, INSPECTIONS, ETC.
16. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEANSET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
17. THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THE DESIGN PACKAGE.

LEGEND

- X— FENCE
- 550— CONTOUR LINE
- — — — — PROPERTY LINE / ROW
- — — — — LEASE AREA
- — — — — EASEMENT
- DISCONNECT SWITCH
- METER
- CIRCUIT BREAKER
- CODED NOTE NUMBER
- CHEMICAL GROUND ROD
- GROUND ROD
- GROUND ROD WITH INSULATION SLEEVE
- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION
- GROUND WIRE
- FIBER
- COAX



CHESAPEAKE ENERGY
ARENA OK

100 W RENO
OKLAHOMA CITY, OK 73102

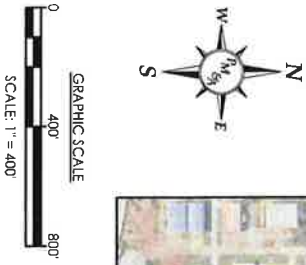
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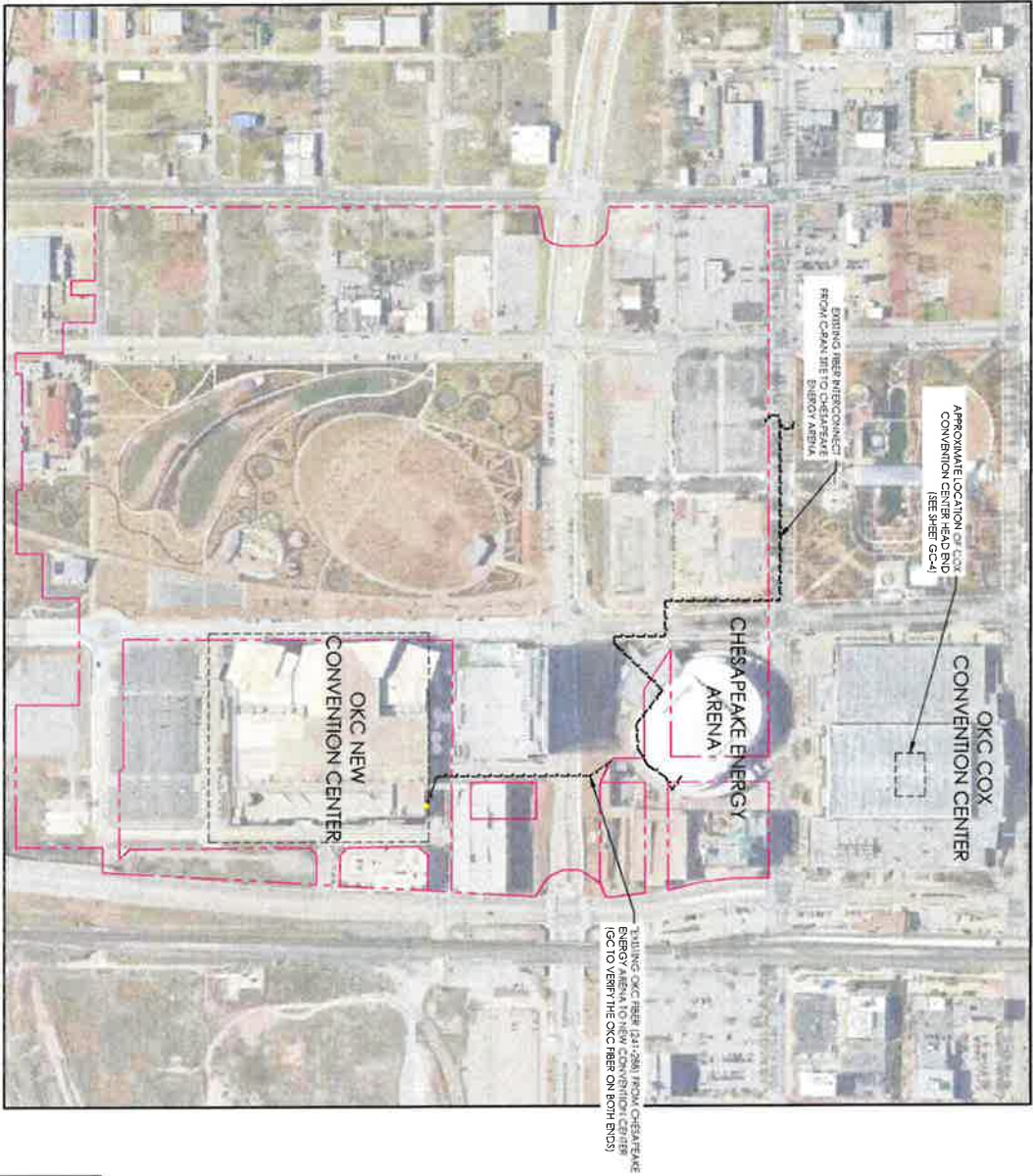
DESIGNED BY: JMM	108 #
CHECKED BY: NAM	23 VZD-009

**GENERAL
NOTES**

GC-1



OVERALL FIBER INTERCONNECT
SCALE: 1" = 400'



CHESAPEAKE ENERGY
ARENA OK

100 W RENO
OKLAHOMA CITY, OK 73102

LOCATION CODE:

5000259124

NO	DATE	DESCRIPTION
1	08/25/2024	FINAL ISSUE

DESIGNED: NAM	DATE: 10/4/23
DRAWN: SJM	
CHECKED: NAM	23_VZD-009

OVERALL FIBER
INTERCONNECT
PLAN

GC-2



1 EX. VERIZON EQUIPMENT TO BE DECOMMISSIONED

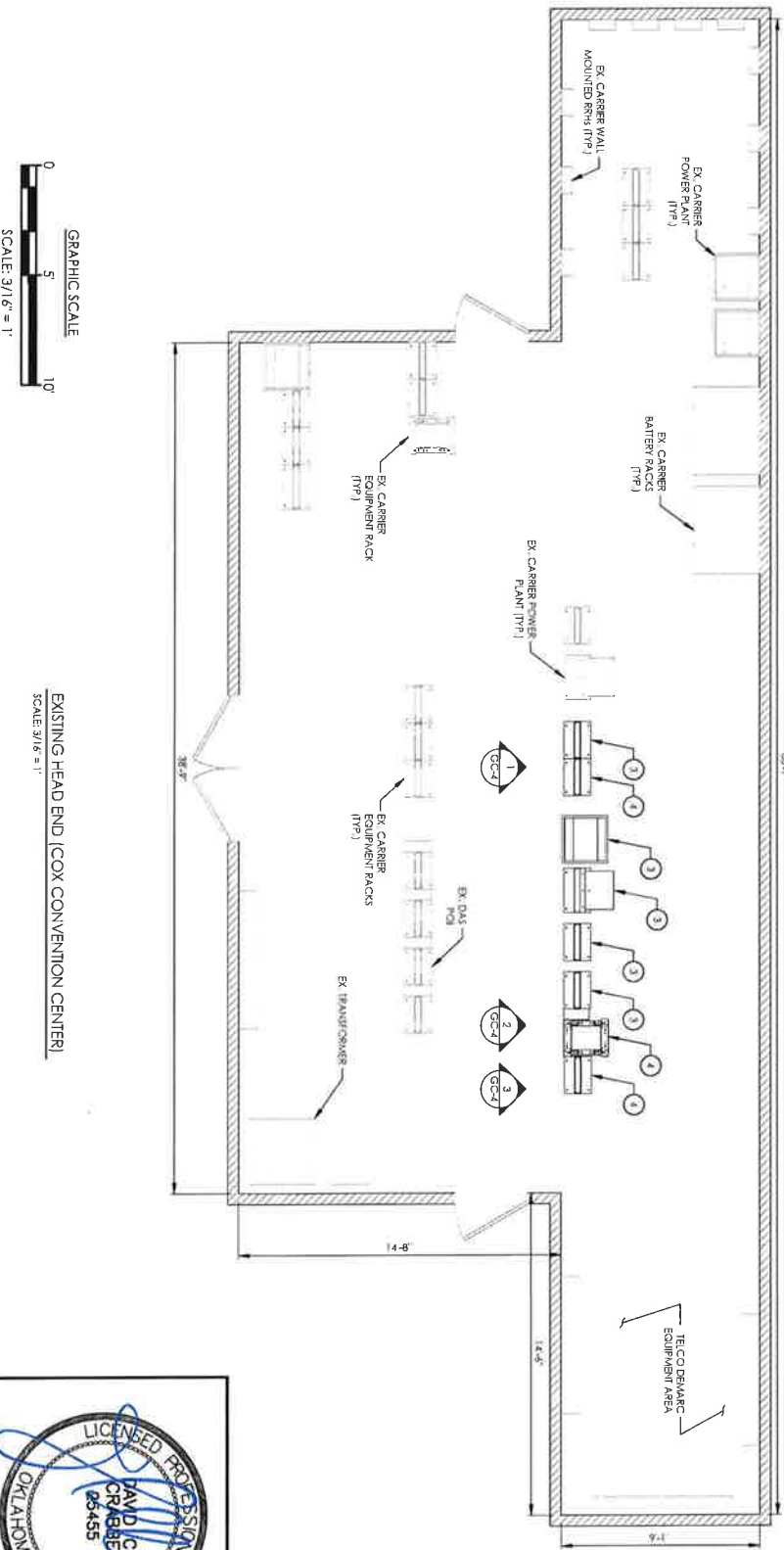


2 EX. VERIZON EQUIPMENT TO BE DECOMMISSIONED



3 EX. VERIZON EQUIPMENT TO BE DECOMMISSIONED

- EXISTING EQUIPMENT:
- 1 AC PANELS
 - 2 WALL MOUNTED EQUIPMENT (TYP.)
 - 3 EXISTING VERIZON EQUIPMENT TO REMAIN
 - 4 EXISTING VERIZON EQUIPMENT TO BE DECOMMISSIONED
 - 5 4 POST EQUIPMENT RACK (TYP.)



EXISTING HEAD END (COX CONVENTION CENTER)
SCALE 3/16" = 1'



GC-4

**EXISTING
HEAD END COX
CONVENTION CTR.**

DRAWN: NAM
CHECKED: NAM
JOB #: 23_V2D-009

NO.	DATE	DESCRIPTION
0	08/03/2024	FINAL ISSUE

5000259124

LOCATION CODE:

CHESAPEAKE ENERGY
ARENA OK
100 W RENO
OKLAHOMA CITY, OK 73102





P. MARSHALL &
ASSOCIATES

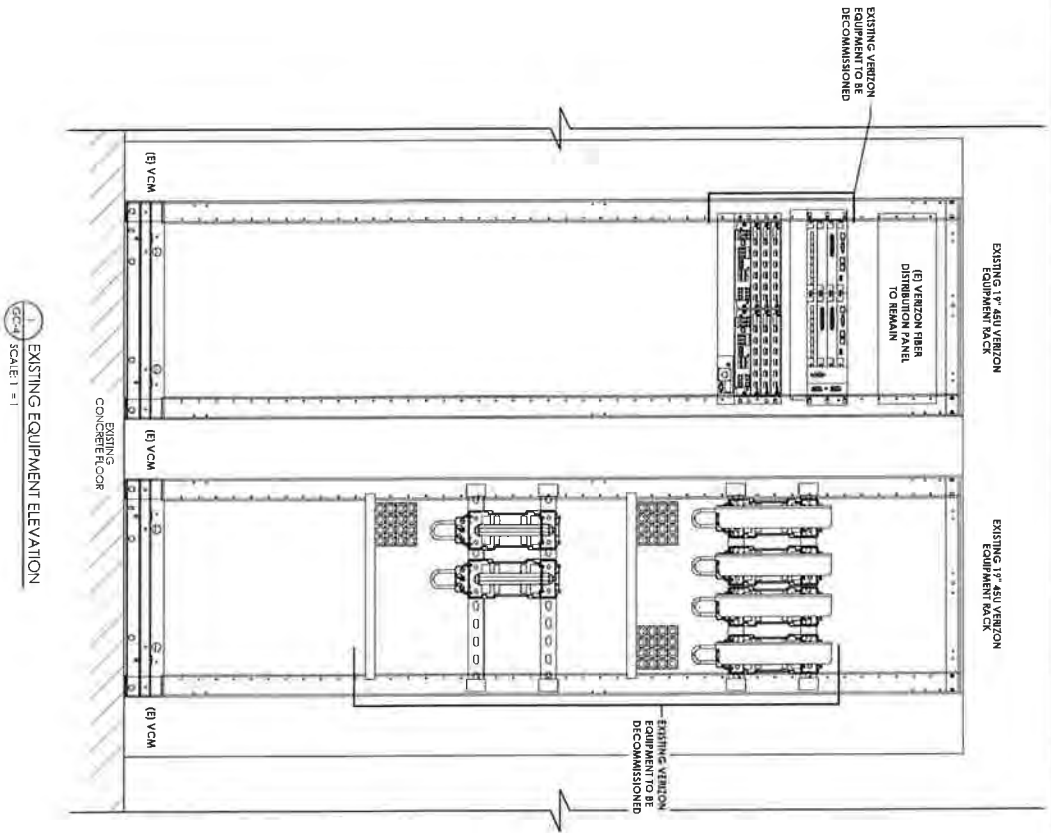
CHESAPEAKE ENERGY
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100 W RENO
OKLAHOMA CITY, OK 73102
LOCATION CODE:
5000259124

[illegible]

DESIGNED	NAM	JOB #:	23
DRAWN:	SJM		V2D-009
CHECKED:	NAM		

**EXISTING
HEAD END**

GC-4A



1. EXISTING EQUIPMENT ELEVATION
GC-5 SCALE: 1" = 1'



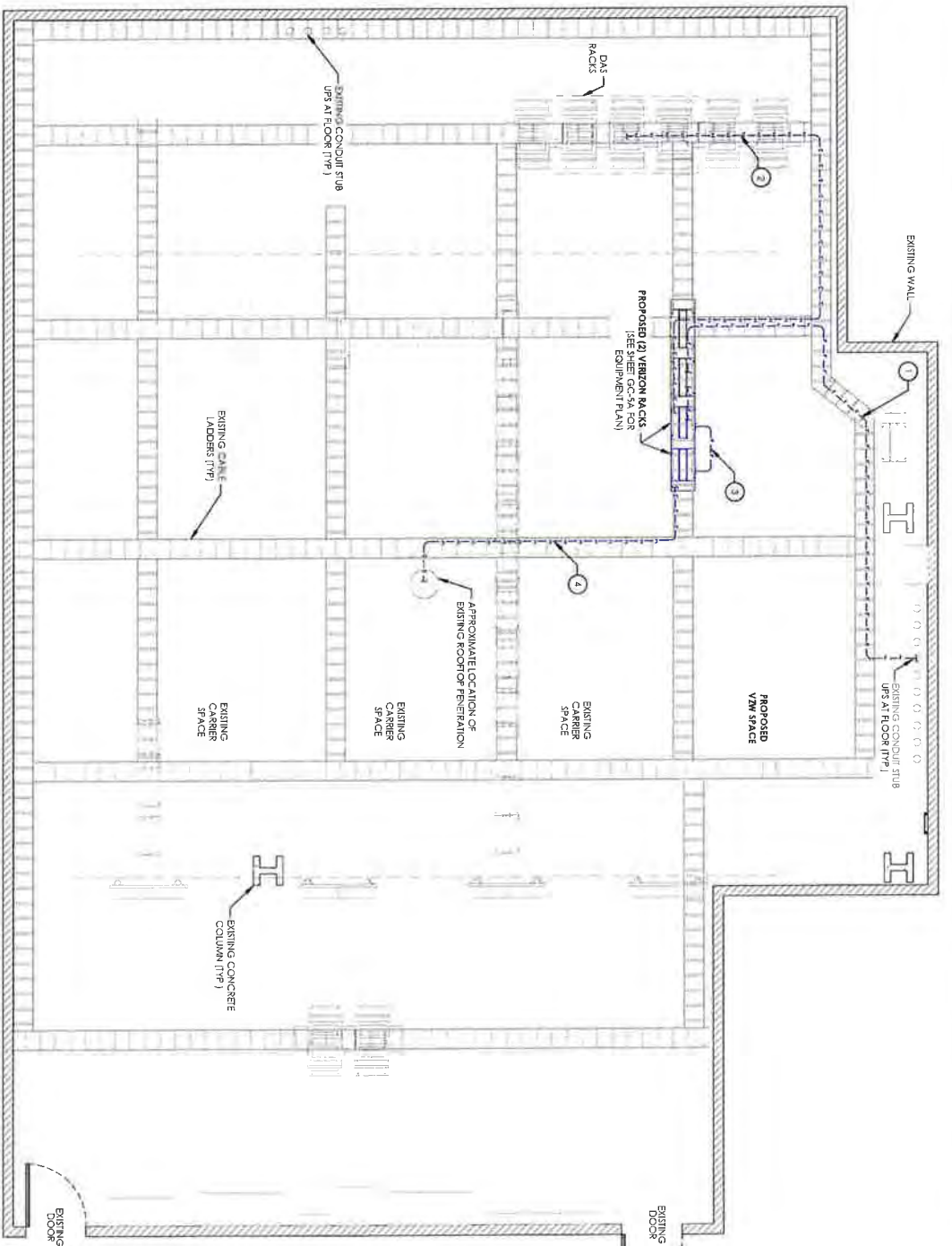
CHESAPEAKE ENERGY
ARENA OK
100 W RENO
OKLAHOMA CITY, OK 73102
LOCATION CODE:
5000259124

NO	DATE	DESCRIPTION
0	08/30/2024	FINAL ISSUE

DESIGNED	NAM	DR
DRAWN	SJM	23_VZD-009
CHECKED	NAM	

EXISTING
EQUIPMENT
ELEVATION

GC-5



- 1 ROUTE PROPOSED RISE 8A CRAWL FROM EXISTING CONDUIT RUN UP TO PROPOSED VERTON DECKMAN PANEL. ROUTE ALONG EXISTING CABLE LADDER, C-2 TO CONFORM WITH TO NEW PROTRIO CONSTRUCTION.
- 2 PROPOSED RISE OF COAX FROM PROPOSED MIRRIS TO EXISTING DMS POI
- 3 PROPOSED RISE ROUTE FROM PROPOSED MIRRIS TO PROPOSED SAUSING CDU-30 LOCATED IN ADJACENT BACK.
- 4 EXISTING ROUTE GPS COAX FROM ROUTE TO EXISTING GPS ON ROOF. ROUTE ALONG EXISTING CABLE LADDER. (SEE SHEET G-2 FOR DETAIL)



P. MARSHALL &
ASSOCIATES

CHESAPEAKE ENERGY
ARENA OK

100 W RENO
OKLAHOMA CITY, OK 73102

LOCATION CODE:

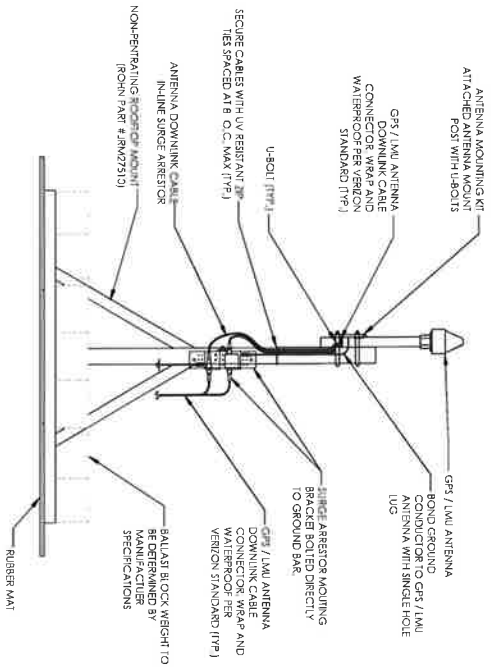
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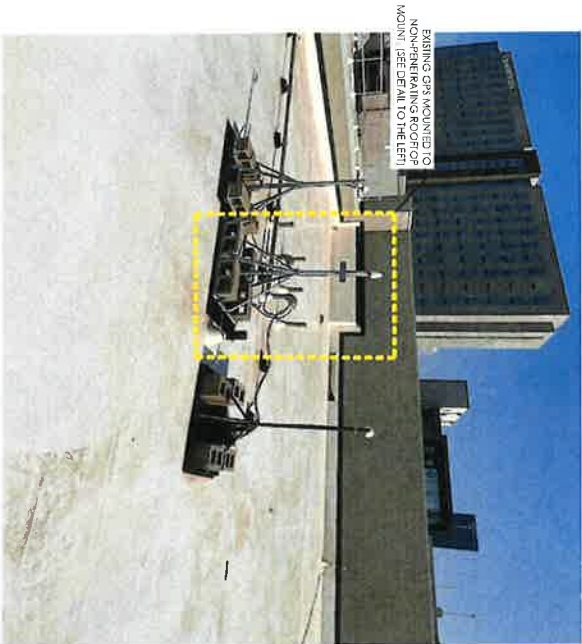
DESIGNED	NAM	JOB #:
DRAWN:	SJM	
CHECKED	NAM	23 V2D-009

PROPOSED HEAD END FIBER & COAX PLAN

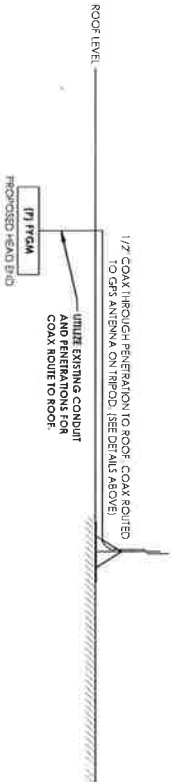
GC-6



GPS ANTENNA MOUNTING DETAIL (TYP.)
SCALE: NOT TO SCALE



EXISTING VERIZON GPS MOUNT
SCALE: NTS



GPS ONE-LINE
SCALE: NOT TO SCALE



P. MARSHALL &
ASSOCIATES

CHESAPEAKE ENERGY
ARENA OK
100 W RENO
OKLAHOMA CITY, OK 73102
LOCATION CODE:
5000259124

NO.	DATE	DESCRIPTION
0	05/20/2024	FINAL ISSUE

ISSUED DRAWN CHECKED	NAM SJM NAM	IDB # 23_VPD-009

GPS
PLAN

GC-7

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH ALL REQUIREMENTS OF THE NEC AND THE CODES.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND THE CODES.
5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-TYPE CABLE TRAYS.
6. EACH END OF EVERY POWER, POWER SHARE CONDUCTOR (IE, HOT), GROUNDING AND T1 CONDUCTOR AND CABLE SHALL BE LABELED WITH CONCORD-CODED INSULATION OR ELECTRICAL TAPES (AM BRAND 1/2 INCH PLASTIC ELECTRICAL TAPES WITH UV PROTECTION, OR EQUIVALENT). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOD PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH ENGRAVED LAMACOD PLASTIC LABELS. THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
8. PANELBOARDS, NO NUMBERED AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOD PLASTIC LABELS.
9. ALL THE WIRES SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (14 AWG OR LARGER) FOR THE ENTIRE LENGTH OF THE CONDUIT. ALL CONDUITS SHALL BE LABELED FOR PVC (WET AND DRY) OPERATION, LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED OUTDOORS SHALL BE SINGLE CONDUCTOR (14 AWG OR LARGER), 600 V, OIL RESISTANT (HOTT OR THW), GREEN INSULATION, CLASS 3 STRANDED COPPER CABLE RATED FOR WTC (WET AND DRY) OPERATION, LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR TYPE (C CABLE #14 AWG OR LARGER), 600 V, OIL RESISTANT (HOTT OR THW-2, CLASS 3 STRANDED COPPER CABLE RATED FOR WTC (WET AND DRY) OPERATION, WITH OUTER JACKET LABELED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE COMPRESSIVE COMPRESSION WIRE LUGS AND WIRENUTS BY HOMAS AND BETTS (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (165°F IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA 1, UL, ANS/IEEE, AND NEC.
15. ELECTRICAL METALIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (RNC), RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (RNC), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
18. RIGID NONMETALLIC CONDUIT (RNC), RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80 SHALL BE USED UNDERGROUND, DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC, OR BACKFILL IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
19. LIQUIDTIGHT FLEXIBLE METALLIC CONDUIT (LIQUIDTIGHT FLEX) SHALL BE USED INDOORS AND OUTDOORS WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
20. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
21. CABINET, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANS/IEEE, AND NEC.
22. WIREWAYS SHALL BE PROXY-COATED (GRAY) AND INCLUDE A HINGED COVER DESIGNED TO swing OPEN DOWNWARD. SHALL BE PAINTED TYPE E (FOR SOLAR) AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
24. METAL RECEPTACLE SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, PROXY-COATED, OR NON-CORRODING, SHALL MEET OR EXCEED UL 514 AND NEMA OS 1, AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER-PROTECTED (WET OR BETTER) OUTDOORS.
25. NONMETALLIC RECEPTACLE SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2, AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER-PROTECTED (WET OR BETTER) OUTDOORS.
26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS INCLUDING THE COMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER (208/5) SHALL BE BONDED TOGETHER IN ONE BELOW GRADE BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE SUBCONTRACTOR SHALL PERFORM IEEE 100-102 POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 11.20 AND 8.1) FOR GROUND ELECTRODE SYSTEMS. TESTING SHALL BE IN ACCORDANCE WITH SPECIFICATION 24782-200-39-4000-0000. USE OF OTHER METHODS MUST BE PRE-APPROVED BY THE CONTRACTOR IN WRITING.
3. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS. WHEN ADJOINING ELECTRODES, THE CONTRACTOR SHALL MAINTAIN A MINIMUM DISTANCE BETWEEN THE ADDED ELECTRODE AND ANY OTHER EXISTING ELECTRODE EQUAL TO THE BURIED LENGTH OF THE ROD. IDEALLY, THE CONTRACTOR SHALL STRIVE TO KEEP THE SEPARATION DISTANCE EQUAL TO TWICE THE BURIED LENGTH OF THE RODS.
4. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT.
5. METAL CONDUIT AND TRAY SHALL BE GROUNDING AND MAJOR ELECTRICAL CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #4 AWG COPPER WIRE AND IT APPROVED GROUNDING TYPE CONDUIT CLAMPS.
6. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, LISTED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO 815 EQUIPMENT.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED. BACK-TO-BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUS ARE PERMITTED.
8. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
9. USE OF 92° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED IN ALL CASES. BENDS SHALL BE MADE WITH A MINIMUM BEND RADIUS OF 6 INCHES.
10. EACH INTERIOR 90° CORNER, FRAME/PIPTH SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH #4 AWG STRANDED, GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRE. EACH OUTDOOR CABINET FRAME/PIPTH SHALL BE DIRECTLY CONNECTED TO THE BURIED GROUND RING WITH #2 AWG SOLID THIN-PLATED COPPER WIRE.
11. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 AWG SOLID THIN-PLATED COPPER WIRE, OR APPROVED EQUIVALENT.
12. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE. CONNECTIONS TO ABOVE GRADE EXTERIOR UNITS SHALL BE MADE WITH EXOTHERMIC WELDS WHERE PRACTICAL, OR WITH 2 HOLE MECHANICAL TYPE BRASS CONNECTORS WITH STAINLESS STEEL BUSHINGS. EXOTHERMIC WELDS SHALL BE TESTED TO 100 PSI. EXOTHERMIC WELDS SHALL BE LABELED WITH WRITTEN IDENTIFICATION MARKER REPRESENTATIVE.
13. EXOTHERMIC WELDS SHALL BE PERMITTED ON TOWERS ONLY WITH THE EXPRESS APPROVAL OF THE TOWER MANUFACTURER, OR THE CONTRACTOR'S STRUCTURAL ENGINEER.
14. ALL WIRE TO WIRE GROUND CONNECTIONS TO THE INTERIOR GROUND RING SHALL BE FORMED USING HIGH PRESS CRIMPS OR SPOT BOLT CONNECTORS WHERE INDICATED IN THE DETAILS.
15. ON ROOFTOPS, BERS, WHERE EXOTHERMIC WELDS ARE A FREE HAZARD, COPPER COMPRESSION CLAMP CONNECTORS MAY BE USED FOR WIRE TO WIRE CONNECTIONS. THE CONNECTORS SHALL BE MECHANICAL TYPE BRASS CONNECTORS WITH STAINLESS STEEL BUSHINGS. THE CONNECTORS SHALL BE USED FOR CONNECTION TO ALL ROOFTOP 815 EQUIPMENT AND STRUCTURAL STEEL.
16. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR USING TWO HOLES MECHANICAL TYPE BRASS CONNECTORS AND STAINLESS STEEL BUSHINGS.
17. APPROVED ANTI-OXIDANT COATINGS (IE, CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
18. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
19. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING IN ACCORDANCE WITH THE NEC.
20. BOND ALL METALLIC OBJECTS WITHIN 4 FT OF THE BURIED GROUND RING WITH #2 SOLID AWG THIN-PLATED COPPER GROUND CONDUCTOR.
21. GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR STAYS THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE ROUTED THROUGH TOWER FLOOR REQUIREMENTS, THE LOCAL CONDITIONS, NOT THE GENERAL REQUIREMENTS, SHALL BE USED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IDENTIFICATION OF THE METAL CONDUIT WITH LISTED BONDING FITTINGS.



09/03/2024



P. MARSHALL & ASSOCIATES

CHESAPEAKE ENERGY
ARENA OK

100 W BEND
OKLAHOMA CITY, OK 73102

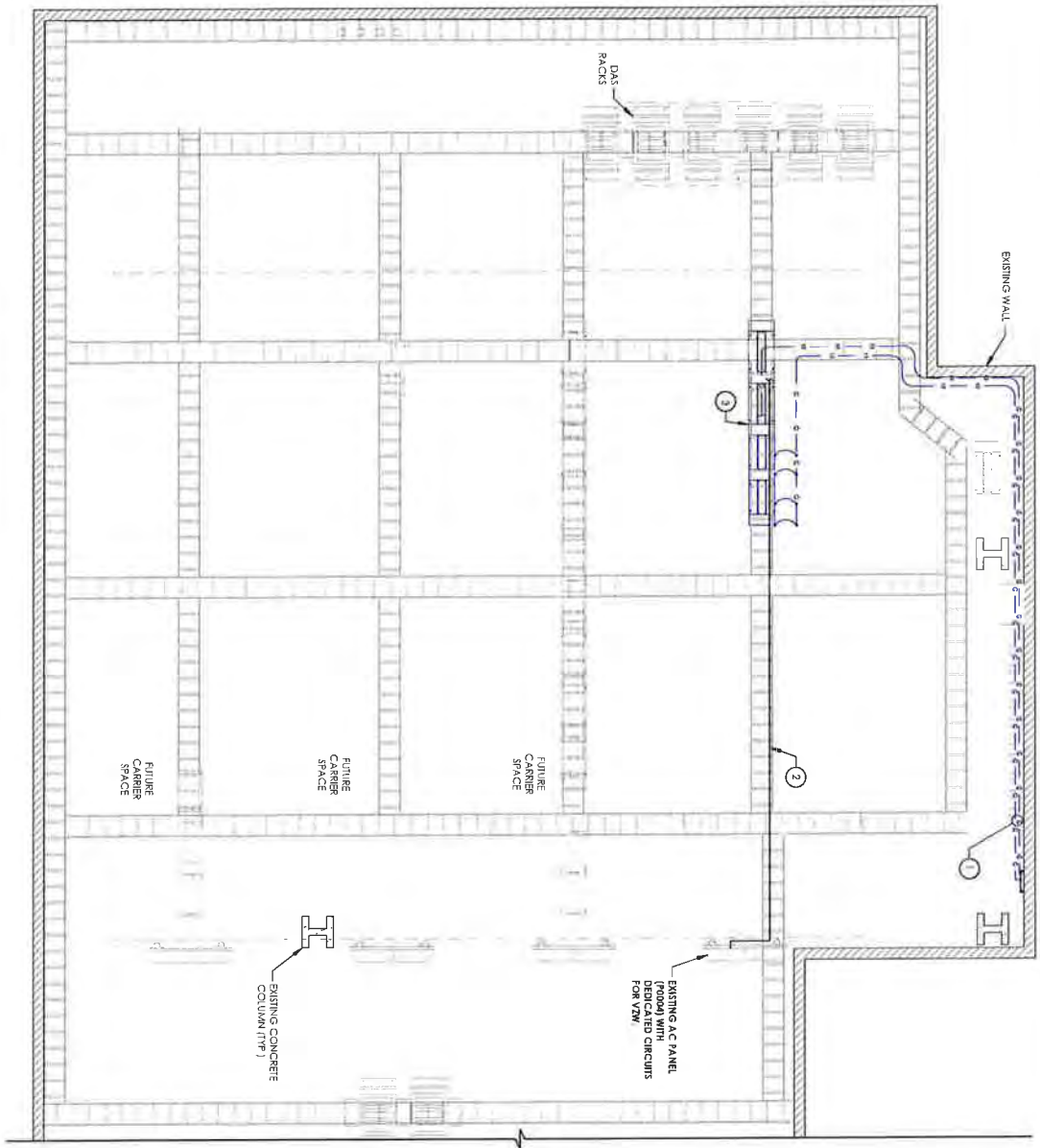
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5000259124

NO.	DATE	DESCRIPTION
0	08/23/2024	FINAL ISSUE

DESIGNED	DRAWN	CHECKED	DATE	BY
NAM	SJM	NAM	23-VZD-009	(018)

GENERAL ELECTRICAL & GROUNDING NOTES

E-1



ELECTRICAL & GROUND PLAN
SCALE: 3/16" = 1'

ELECTRICAL AND GROUNDING KEY NOTES:

1. GROUND ALL PROPOSED EQUIPMENT TO EXISTING GROUNDING SYSTEM PER MANUFACTURER RECOMMENDATIONS.
2. PROPOSED (2) RECTIFIER CIRCUITS FROM EXISTING PANEL, PPOD TO EACH RECTIFIER AT -48VDC POWER PLANT.
3. PROPOSED GE INFINITY 5 POWER SYSTEM, -48VDC POWER PLANT POWERING (2) SAMSUNG CDU-30, (2) NOVA TRX-F (2) DC PDU, & (2) SAMSUNG RRU MODULES.



CHESAPEAKE ENERGY
ARENA OK

100 W RENO
OKLAHOMA CITY, OK 73102

LOCATION CODE:

5000259124

NO	DATE	DESCRIPTION
0	09/30/2024	FINAL ISSUE

[illegible]

ELECTRICAL & GROUNDING PLAN

E-2





CHESAPEAKE ENERGY
ARENA OK

100 W RENO
OKLAHOMA CITY, OK 73102

LOCATION CODE:
5000259124

[illegible]

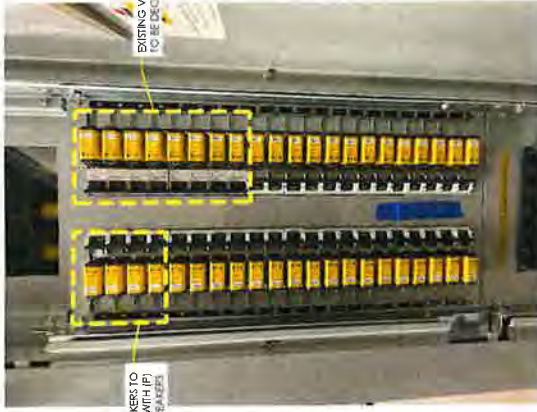
DESIGNED:	NAM	JOB #:	23_V2D-009
DRAWN:	SJM		
CHECKED:	NAM		

ONE-LINE DIAGRAM

3. **W**



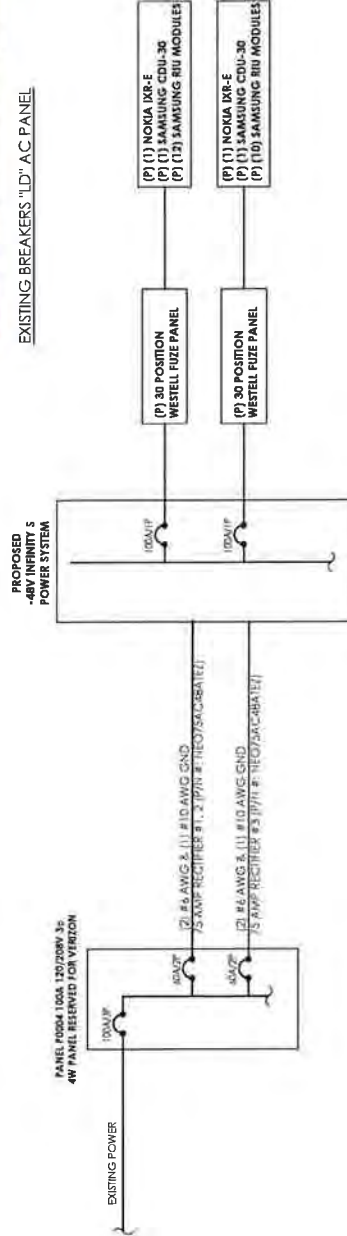
02/03/2022



EXISTING VERIZON BREAKERS
TO BE DECOMMISSIONED

EXISTING BREAKERS TO
BE REPLACED WITH (P)
2 POLE 60A BREAKERS

EXISTING BREAKERS "LD" AC PANEL



ELECTRICAL ONE-LINE DIAGRAM

[illegible]

LOAD TIME	PERCENT IN	COMP. LOAD CPU TIME	DEMAN FACTORS	DECOMPOS CPU
1	3.2 (2.1%)	54	1.0	18
2	10.0 (6.6%)	163	3.0	52
3	19.0 (12.5%)	303	5.0	92
4	26.0 (17.0%)	443	7.0	132
5	32.0 (20.8%)	583	9.0	172
6	38.0 (24.8%)	723	11.0	212
7	44.0 (28.8%)	863	13.0	252
8	50.0 (32.8%)	1003	15.0	292
9	56.0 (36.8%)	1143	17.0	332
10	62.0 (40.8%)	1283	19.0	372
11	68.0 (44.8%)	1423	21.0	412
12	74.0 (48.8%)	1563	23.0	452
13	80.0 (52.8%)	1703	25.0	492
14	86.0 (56.8%)	1843	27.0	532
15	92.0 (60.8%)	1983	29.0	572
16	98.0 (64.8%)	2123	31.0	612
17	104.0 (68.8%)	2263	33.0	652
18	110.0 (72.8%)	2403	35.0	692
19	116.0 (76.8%)	2543	37.0	732
20	122.0 (80.8%)	2683	39.0	772
21	128.0 (84.8%)	2823	41.0	812
22	134.0 (88.8%)	2963	43.0	852
23	140.0 (92.8%)	3103	45.0	892
24	146.0 (96.8%)	3243	47.0	932
25	152.0 (100.0%)	3383	49.0	972

Section

PROPOSED LOAD ANALYSIS FOR PANEL (P0004)

SCALFENTS

P-1

Amendment No. 2 Attachment D

Licensee's Equipment Layout for the Oklahoma City Convention Center Equipment Room

[See Attached.]

[illegible]

LOCATION CODE:
5000259124

100 W RENO
OKLAHOMA CITY, OK 73102

CHESAPEAKE ENERGY
ARENA OK



**P. MARSHALL &
ASSOCIATES**



**PROPOSED
HEAD END**

GC-4B

Amendment No. 2 Attachment E

MCA Agreement
[See Attached.]

Amendment No. 2 Attachment E

ASSIGNMENT, AMENDMENT, AND EXTENSION OF EQUIPMENT MAINTENANCE AND MONITORING AGREEMENT

This Assignment, Amendment, and Extension of Equipment Maintenance and Monitoring Agreement ("Amendment") is entered into by and between Mobile Communications America, Inc. (as the successor to Longent, LLC), a Delaware corporation having its principal place of business at 100 Dunbar Street, Suite 304, Spartanburg, South Carolina 29306 (hereinafter referred to as "MCA"), and the Oklahoma City Public Property Authority, on behalf of its sole beneficiary, The City of Oklahoma City ("City"), having its principal place of business at 200 N. Walker Avenue, 3rd Floor, Oklahoma City, Oklahoma 73102 (hereinafter referred to as "the Customer" or "OCCPA").

WITNESS:

WHEREAS, on November 19, 2019, the OCCPA, the City, and Longent, LLC ("Longent"), entered into an Equipment Maintenance and Monitoring Agreement ("Agreement") that was effective retroactively beginning on April 17, 2019; and

WHEREAS, said Agreement provides for Longent's ongoing maintenance and monitoring of a neutrally hosted, multi-sector distributed antenna system ("DAS") that Longent designed, procured, and installed within Paycom Center (previously known as the Chesapeake Energy Arena) and the Prairie Surf Media facility (formerly the Cox Convention Center) on behalf of the OCCPA and the City; and

WHEREAS, in December 2019, Longent, LLC, was acquired by Mobile Communications America, Inc. ("MCA"), and Longent/MCA have continued to perform services under the Agreement in a satisfactory manner; and

WHEREAS, the Agreement's initial term will expire on April 16, 2022, but may be extended for up to two (2) three (3)-year additional terms upon mutual agreement of the parties; and

WHEREAS, the parties desire to extend the Agreement for its first renewal term commencing on April 17, 2022, pursuant to the amended terms and conditions hereinafter set forth; and

WHEREAS, the parties also desire to provide that the Agreement's services are applicable to the new Oklahoma City Convention Center, located at 100 Mick Cornett Drive, Oklahoma City, Oklahoma 73109; and

WHEREAS, the City and the OCCPA further desire to consent to an assignment of the Agreement from Longent, LLC, to Mobile Communications America, Inc. ("MCA").

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, The City, OCCPA, and MCA hereby mutually agree as follows:

Amendment No. 2 Attachment E

1. Consent to Assignment to Mobile Communications America.

The City and the OCPPA hereby acknowledge that Longent, LLC, has been acquired by Mobile Communications America, Inc. ("MCA"). The City and the OCPPA hereby consent to an assignment of the Equipment Maintenance and Monitoring Agreement from Longent, LLC, to Mobile Communications America, Inc. MCA hereby agrees to assume to all covenants and duties of Longent, LLC, under said Agreement.

2. Extension of Term.

In accordance with § 5 of the Agreement, the parties hereby mutually agree to extend the term of said Agreement for its first three (3)-year renewal term, commencing on April 17, 2022, and expiring on April 16, 2025, subject to the amended terms and conditions set forth herein.

3. Covered Equipment.

The parties acknowledge that the Equipment covered under the original Agreement and located at Paycom Center (previously known as the Chesapeake Energy Arena) needs to be upgraded to maintain certain minimum performance standards, as set forth in the Service Level Agreement. Accordingly, MCA agrees to design, construct, and install a new DAS for Paycom Center (the "Project"). The parties acknowledge that the actual, physical space for the new DAS is located in the new Oklahoma City Convention Center and will be connected via conduit to Paycom Center. MCA shall work cooperatively with the Oklahoma City Thunder (Professional Basketball Club, LLC), ASM Global (or the OCPPA's then-current Facilities Manager), and MAPS4 project representatives to implement the new DAS. The new MCA-designed JMA TEK0 DAS will allow for current and future frequencies required by participating wireless carriers. The Project will be completed in accordance with MCA's "Paycom Center Multi-Carrier DAS upgrade" proposal attached hereto as **Attachment "A"** which is incorporated herein by reference.

4. Included Services.

- 4.1. The parties desire to memorialize that the facility previously known as the Chesapeake Energy Arena, located at 100 W. Reno Avenue, Oklahoma City, Oklahoma 73102, is now Paycom Center.
- 4.2. The parties further desire to memorialize that the services included hereunder shall include the new Oklahoma City Convention Center, located at 100 Mick Cornett Drive, Oklahoma City, Oklahoma 73109.

5. Consulting and Carrier Acquisition Facilitation Services.

In addition to the services included in the original Agreement, MCA shall provide Consulting and Carrier Acquisition Facilitation Services for the Project. Said services shall include, without limitation, the following:

Amendment No. 2 Attachment E

- 5.1 MCA will negotiate and formalize wireless carrier participation requirements and capital expenditure contracts by interacting with local carrier team(s) and National Acquisition teams (including carrier legal teams). Participating wireless carriers will include, without limitation, AT&T, T-Mobile, Verizon, and US Cellular. Each carrier is expected to pay its share of the initial DAS upgrade for Paycom Center.
 - 5.2 MCA will negotiate and formalize operating expenditure agreements with wireless carriers within the same carrier contract. The parties anticipate a ten (10)-year contract from the date of initial system completion.
 - 5.3 MCA will assist the OCPPA and/or the City in negotiating and formalizing lease/license agreements between the OCPPA and/or the City and participating carriers. The OCPPA and/or the City shall retain one hundred percent (100%) of the carrier lease/license payments.
 - 5.4 MCA will facilitate carrier integration into the upgraded DAS.
 - 5.5 MCA will consult with City staff throughout its provision of Consulting and Carrier Acquisition Facilitation Services listed herein.
6. **Price and Payment.**
- MCA hereby agrees to waive its maintenance and monitoring costs for the duration of this three (3)-year renewal term commencing on April 17, 2022, and expiring on April 16, 2025.
7. **Independent Contractor Status.**
- The parties hereby acknowledge and covenant that: (i) MCA is a professional, independent contractor and will act exclusively as an independent contractor and not as an agent or employee of the City or the OCPPA in performing the duties required of MCA in the Agreement; and (ii) the parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.
8. **Insurance.**
- MCA shall obtain and provide the City and OCPPA with a copy of the certificate of insurance and shall maintain such insurance throughout the term of this Agreement as required and in the form and in the amounts set forth in **Attachment "B"** which is incorporated herein by reference.

[The remainder of this page is intentionally blank. This Amendment continues on the next page.]

Amendment No. 2 Attachment E

9. **Indemnification.**

- 9.1. MCA agrees to release, defend, and indemnify the City and the OCPPA, and each of them, their employees and officials, and hold the City and the OCPPA, and each of them, harmless against any losses, claims, damages, liabilities, expenses (including all reasonable legal fees and expenses), judgments, fines or settlements resulting from the intentional acts or omissions, negligence, and misconduct of MCA and the MCA's project team up to payable proceeds of MCA's general liability limits. Any such payment required by this indemnity shall be made by MCA within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law.
- 9.2. The provisions of this paragraph shall survive the expiration of this Agreement

10. **Termination and Stop Work.**

- 10.1 The Agreement shall continue in effect as stated herein, unless terminated by either party as provided for herein, until the Project is completed and accepted as provided herein. The City's Contract Administrator is hereby authorized to issue notices of termination or suspension on behalf of the OCPPA or the City. This Agreement can be terminated, with or without cause, upon written notice, at the option of the OCPPA or the City.
- 10.1.1 Upon receipt of a notice of termination for the convenience from the OCPPA or the City, MCA shall (1) immediately discontinue all services and activities (unless the notice directs otherwise), and (2), upon payment for milestones fully performed and accepted, MCA shall deliver to the City all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the notice directs otherwise.
- 10.1.2. The City or OCPPA shall be allowed to terminate this agreement for Cause. Cause will be limited to situations where the City or OCPPA has provided written notice to MCA that it has failed, or reasonably appears to be unable, to meet agreed upon milestones and has failed to remedy or correct such situation within thirty (30) calendar days of such written notice. The parties further agree that Cause will not include failure to perform because: (1) access to Paycom Center (during the hours between 12 midnight and 9 am) is excessively denied or unavailable (excessive shall mean some time period more than a total of 8 working hours); or (2) there are damages or changes to Paycom Center; or (3) there is damage to the installed equipment that is not caused by the actions of MCA, its subcontractors or agents; or (4) there are unplanned equipment changes required or requested by the City; or (5) a circumstance that is covered by the Force Majeure clause of this

Amendment No. 2 Attachment E

Amendment. Upon notice of termination for cause from the City or OCPPA, MCA shall not be entitled to any prior or future milestone payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and MCA shall release and waive any interest in any retainage. The City shall hold any outstanding payments for prior completed services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the City, if any, by reason of MCA's breach or other cause. Provided, however, upon notice of termination for cause, MCA shall deliver to the City services, products, solutions and deliverables including, but limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether complete or incomplete, unless the notice directs otherwise. If the City is unable to document any costs, expenses or damages to the City resulting from MCA's failure to remedy a reason for cause, then in such event, the City will reimburse MCA for milestones reached and costs incurred by MCA to the date of notice of cause less any costs incurred and documented by the City.

10.1.3. The rights and remedies of the OCPPA and the City provided in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by MCA under this Agreement.

10.2. Upon notice to MCA, the City may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this Agreement. The stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required for to be provided by MCA under this Agreement. In the event the City issues a stop work order to MCA, the City will provide a copy of such stop work order to MCA. Upon receipt of a stop work order issued by the City, MCA shall suspend all work, services and activities except such work, services and activities expressly directed by the City in the stop work order. This Agreement, and any or all work, services, and activities thereunder, may be suspended, upon notice to MCA, for up to thirty (30) days by the City, without cause and except as otherwise set forth in this paragraph, without cost to the City. However, MCA shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods plus up to 14 additional days, if needed for remobilization, for those suspended work, services, and activities only. The City's Contract Administrator is hereby authorized to issue stop work orders on behalf of the City.

[The remainder of this page is intentionally blank. This Amendment continues on the next page.]

Amendment No. 2 Attachment E

11. Warranties.

- 11.1 **Manufacturer Warranties.** MCA has included in the pricing for this Project the costs for providing and delivering to the City's Project Manager the manufacturer's warranties on all equipment comprising the new DAS. The Consultant agrees and warrants that the manufacturer's warranties will become effective upon installation of the new DAS, and will be in effect for a minimum period of one (1) year from said date. The manufacturer's warranties will be for the benefit of both the City and the OCPPA. Further, if any new equipment or new replacement equipment is added to the DAS under this Agreement, the manufacturer's warranty on such new equipment will become effective upon installation of said equipment.
- 11.2 **MCA's Warranty.** MCA warrants that all services, products, solutions, and deliverables performed or provided by MCA, or its subcontractors or agents, under this Agreement shall be performed consistent with generally prevailing professional standards and expertise. MCA shall maintain, during the design, installation, maintenance and monitoring of the DAS, a professional standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. MCA agrees to require all members of MCA's Project Team to provide any and all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of MCA.

12. Miscellaneous Provisions.

- 12.1. **Validity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.
- 12.2. **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, or waiver by any party of strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.
- 12.3. **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized professional services; therefore, MCA may not assign this Agreement in whole or in part without the prior written consent of the City.
- 12.4. **Venue and Applicable Law.** The parties hereby agree that any dispute, legal proceeding, or action which may arise between or among them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City,

Amendment No. 2 Attachment E

Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. MCA irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

- 12.5. **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- 12.6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 12.7. **Amendments.** This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto.
- 12.8. **Entire Contract.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
- 12.9. **Time is of Essence.** The parties expressly agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement and shall be strictly observed and enforced. Any failure on the part of the OCPPA or The City to timely object to the time of performance shall not waive any right of the OCPPA or The City to object at a later time.
- 12.10 **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To MCA:

Mobile Communications America, Inc.
Attn: Heather Shaw, Contract Specialist

Amendment No. 2 Attachment E

100 Dunbar Street, Suite 304
Spartanburg, SC 29306
Telephone: (864) 274-7715

To the CITY:

The Oklahoma City Public Property Authority and
The City of Oklahoma City
Attention: City Clerk/Secretary
200 North Walker Ave, 2nd Floor
Oklahoma City, Oklahoma 73102
Telephone: (405) 297-2391
Facsimile: (405) 297-3121

- 12.11 **Effective.** This Amendment shall become effective upon execution by the last party and the provision by MCA of certificates evidencing the required insurance and the required bonds, if any.
- 12.12. **Nondiscrimination.** In connection with the performance of work and/or services under this Agreement, MCA agrees as follows:
- 12.12.1. MCA shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). MCA shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. MCA shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2011.
- 12.12.2. In the event of MCA's noncompliance with this nondiscrimination clause, this Agreement may be suspended, canceled, or terminated by the OCPPA or the City. The OCPPA or the City may declare MCA ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by MCA.
- 12.12.3. MCA agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Agreement.

Amendment No. 2 Attachment E

12.13. **Anti-collusion.** MCA warrants that it has not employed or retained any company or person other than a bona fide employee working solely for MCA to solicit or secure this Amendment. MCA further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for MCA, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

12.14. **Force Majeure.** Failure in performance by any party under this Agreement shall not be deemed a default and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to a Force Majeure. A Force Majeure means a labor dispute, casualty, adverse weather conditions that cannot reasonably be anticipated, manufacturer inability to timely supply equipment needed to complete the DAS, construction material shortage due to market unavailability, act of God, natural disaster, war, national emergency, civil disobedience, civil disturbance or disobedience, riot, sabotage, terrorism, threat of sabotage or terrorism, restraint by court order, and similar occurrences beyond the reasonable control of a party that makes compliance with any of the party's material obligations under this Agreement in a timely manner impracticable or impossible and which, in all cases, are not foreseeable or a result of the negligence or willful misconduct of, or in the reasonable control of, the party. For the avoidance of doubt, the COVID-19 pandemic and any governmental changes, closures or supply chain disruptions related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement/Contract.

13. **Continuing Effect.**

Except as amended by this Amendment, the remainder of the Agreement shall continue in full force and effect. The original Agreement is attached hereto as **Attachment "C"** which is incorporated herein by reference.

[The remainder of this page is intentionally blank. Signature Pages follow.]

Amendment No. 2 Attachment E

This **Assignment, Amendment, and Extension of Equipment Maintenance and Monitoring Agreement** was approved by Mobile Communications America, Inc., a Delaware corporation, this 11th day of May, 2022.

Mobile Communications America, Inc.

By: Rick Youngbar

Print Name: Rick Youngbar

As: Vice President

NOTARY ACKNOWLEDGEMENT

STATE OF North Carolina)
SS.
COUNTY OF Wake)

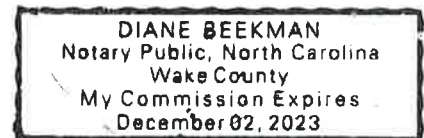
The foregoing instrument was acknowledged before me this 11th day of May, 2022 by Rick Youngbar, as Vice President of Mobile Communications America, Inc..

Diane Beekman
Notary

(Seal)

My Commission Expires: December 02, 2023

My Commission Number: _____



Amendment No. 2 Attachment E

This **Assignment, Amendment, and Extension of Equipment Maintenance and Monitoring Agreement** was approved by the Trustees and signed by the Chairman of The Oklahoma City Public Property Authority this 24th day of May, 2022.

ATTEST:

Amy K Simpson
SECRETARY



David Holt
CHAIRMAN

This **Assignment, Amendment, and Extension of Equipment Maintenance and Monitoring Agreement** was approved by the Council and signed by the Mayor of The City of Oklahoma City this 24th day of May, 2022.

ATTEST:

Amy K Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED for form and legality.

[Signature]

ASSISTANT MUNICIPAL COUNSELOR

Amendment No. 2 Attachment E

ATTACHMENTS

The following Attachments are incorporated by reference into the Agreement by and between the City, OCPPA, and MCA.

The Attachments include:

Attachment “A” (MCA’s “Paycom Center Multi-Carrier DAS upgrade” proposal)

Attachment “B” (“Insurance”)

Attachment “C” (“Equipment Maintenance and Monitoring Agreement”)

Amendment No. 2 Attachment E

Attachment "A"

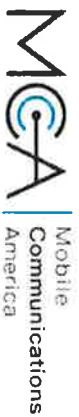
MCA's "Paycom Center Multi-Carrier DAS upgrade" Proposal

Attached behind this page is MCA's "Paycom Center Multi-Carrier DAS upgrade" proposal dated January 10, 2022.

Paycom Center Multi-Carrier DAS upgrade

Seth Sweetser – 1.10.22





- Mobile Communications America (formerly Longent, LLC) is a National Tier 1 (Design/Build/Operate) DAS Integrator and Neutral Host Provider.
- Our focus is DAS Integration South / Southeast US – although we provide Neutral Host Services, Carrier Coordination and Consulting, and turnkey DAS design-build-service nationally.
- Throughout our 19-years in the wireless business, the MCA DAS Group has designed and installed over 3500 Distributed Antenna Systems, with a very broad portfolio of sites/customers.
- The MCA DAS Group employs a staff of 14 RF Systems Engineers and five revolving Engineering Co-Op Students.
- Each Engineer is certified (level 2 or 3) in iBwave design software, all RF test gear that we operate, and by all DAS manufacturers that we work with, (including JMA Wireless).
- The MCA DAS Group has all the necessary RF Testing equipment and Certifications necessary to install, maintain, and repair a Cellular Neutral Host DAS as well as a PS DAS.



About MCA DAS Group

- MCA is a VASCUUP consortium service provider through UVA. We have contracted VaTech, VCU, and University of Tennessee under the VASCUUP agreement.
- MCA has relationships with Carrier RF Engineers, Site Development, and National In-building financial decision makers.
- We align all designs with our carrier partners in advance, ensuring that our systems meet their capacity needs, sectorization requirements, DAS quality standards, and KPIs.
- MCA Installation Technicians are DAS trained and certified for the technologies we deploy.
- We provide active Monitoring and ongoing Support Services for large customers.
- MCA staffs a 24x7 Network Operations Center (NOC).
- MCA engineers and technicians are available for Maintenance Deployment.

- MCA proposes exclusivity for 2 years to “market” the Paycom Center In-building upgrade needs to the Carriers.
 - In requirements gathering meetings, VZ, TMO, and AT&T has shown interest in a Carrier Consortium effort to pay for the in-building DAS upgrade to Paycom Arena.
- MCA will negotiate the CapEx contract and hold the Carrier Consortium initial funding in escrow. Each Carrier is expected to pay their share of the initial DAS build. The ongoing OpEx agreement to be negotiated within this same Carrier contract.
 - 10-year contract from date of initial system completion (is expected).
 - OKC to retain 100% of the carrier lease payments. MCA is not a REIT.
 - Based on previous contracts, each Carrier has an understood charge already per DAS Zone.. Expectation is to continue an OpEx fee to be negotiated.
- MCA to waive the first 3 years of ongoing M&M service fees.
- The Multi-Carrier DAS will be an invaluable amenity to the cellular users, providing a quality Cellular (calling/texting/data) user experience when on the DAS. The MCA-Designed JMA TEKO DAS will allow for future bands up to 6GHz (mid-band support).

JMA Wireless TEKO Neutral Host DAS



THE INDUSTRY'S MOST ADVANCED DISTRIBUTED ANTENNA SYSTEM

Multi-Operator System

The JMA Wireless TEKO DAS platform is a multi-band, multi-operator architecture that provides a wide range of flexible and reliable solutions for cellular coverage and capacity distribution. Today's venues need to consider multi-operator solutions to satisfy all their visitors, employees and fans and their multiple devices requiring cellular service. Our DAS platform saves time and money by delivering multiple operators, bands, and technologies to the remote units all on a single strand of fiber optic cable.

RF Signal Quality and Performance

Our TEKO DAS platform ensures high signal quality with amplifiers that are technology-agnostic. We're known for our best-in-class EVM (Error vector magnitude) performance, low PIM passive intermodulation, and low noise figure. Future wireless networks demand quality signal and performance to maximize coverage and capacity for their users.

Multi-Technology Support (LTE, 5G)

The JMA Wireless platform is 5G-ready, with many features that make it the DAS of choice when considering support for future networks. Our Digital Electricity advantage and passive optical network functions allow for the powering, deployment, and use of Internet-of-Things sensors and devices. We are keenly focused on new wireless access methods to give you the LTE speed necessary in today's fast-paced world.

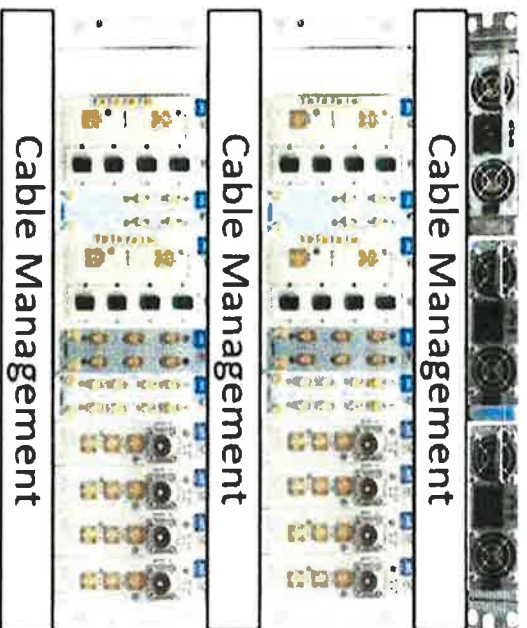


Amendment No. 2 Attachment E

JMA Wireless TEKO Neutral Host DAS



- Popular Fiber / Coax - based infrastructure.
- Point of Interface Modules used in Headend Chassis to condition and combine each Cellular service (or band) (i.e. AT&T 1900MHz, VZW 2100MHz, etc.).
- Each remote chassis is connected to the headend chassis via fiber optic cables.
- Optical Modules at headend are used to convert RF signals to Optical Signal.
- Each remote chassis is connected to the headend chassis via fiber optic cables.
- Light (optical signal) is received at each remote is reverted to Radio Frequency.
- Each remote chassis is connected to the headend chassis via fiber optic cables.



<https://jmawireless.com/products/das-rf-distribution/>

- Consistent OEM and product performance, reliable product, excellent OEM support
- All Carriers have approved the JMA TEKO platform as a Neutral Host DAS
- Electronics in the IDF are small in space and power consumption
- Additional carrier services can be added – Continued R&D for this product line (including C-Band for future 5G Mid-band).
- Tried-and-true DAS – Very popular DAS product with Verizon RF Engineering. JMA TEKO has been deployed at the last 4 Superbowl Stadiums – shows how dependable a solution it is.
- Provides plenty of capacity for 4G and 5G NR delivery of “LTE-Advanced” and “New Radio” protocol, including MIMO if required/requested. TEKO is known for their best-in-class EVM (Error vector magnitude) performance, low PIM passive intermodulation, and low noise figure.

MCA DAS Group References



Longent References

University of Tennessee

Contact Person: Steve Keys Title: Executive Director – IT Infrastructure Group
Email: jkeys@utk.edu Phone: 865-974-6500
Address: 8 Humanities Building, #1115, Volunteer Boulevard
City: Knoxville State: Tennessee Zip Code: 37996
Services Provided: MCA DAS Group has designed, installed, commissioned, and maintains the Cellular Neutral-Host DAS at University of Tennessee's Neyland Football Stadium, Thompson-Boling Basketball and Event Arena, Ayres Hall, Hesler Building, Laurel Apartments, Stokeley Center, Taylor Law Center and Veterinary Medical Center. The neutral-hosted DAS a Carrier-Consortium effort, Longent maintained & monitored with constant expansion.

The City of Oklahoma City

(previous) Contact Person: Tom Anderson Title: Executive Manager, Special Projects
Email: tom.anderson@okc.gov Phone: 405-297-1689
Address: 200 N. Walker Ave. City: Oklahoma City State: Oklahoma Zip Code: 73102
Services Provided: MCA DAS Group has designed, installed, and maintains a Neutral Host, multi-sector DAS extending service for the five (now four) major cell carriers within the Paycom Center (home of the NBA's OKC Thunder), the Cox Convention Center, and the City's new convention center. The neutral-hosted DAS a Carrier-Consortium effort.

Longent DAS References



University of Virginia

Contact Person: Murad Sarp Title: Unified Communications Engineer – IT

Email: msarp@virginia.edu Phone: 434-825-1415

Address: 2015 Ivy Road, Room 215 City: Charlottesville State: Virginia Zip Code: 22903

Services Provided: MCA DAS Group has also designed installed, commissioned, and maintains the Cellular Neutral Host DAS at University of Virginia's Football Stadium, Arena, Hospital, Dorms, Student Centers, Dining Halls, covering 6,000,000+ Sq. ft. The neutral-hosted DAS a Carrier-Consortium effort, Longent maintained & monitored with constant expansion. Longent has also designed installed, commissioned, and maintains Public Safety DAS' in multiple campus facilities and buildings.

Osage National Casino and Hotel

Contact Person: Joe Royal: Exec Dir, CTO

Email: joe.roybal@osagecasinos.com Phone: 505-377-4165

Address: 1211 W. 36th St. N. City: Tulsa State: OK Zip Code: 74127

Services Provided: MCA DAS Group design, installed, commissioned, and maintains the Cellular Neutral Host System throughout the Hotel and Casino, with VZ, AT&T, and T-Mobile included.

MCA iConnectivity Wireless Capabilities



Amendment No. 2 Attachment E

- (Now "MCA DAS Group")
- National iBwave Design Center
- 3PO laaS
- System Maintenance and Monitoring
- Neutral Host / DAS / Small Cell / ERRC solutions
- Broadband Solution Provider
- Broadband Lab and Wireless Design Center in Charlotte, NC.
- Nokia Master & Value-add Distributor: Microwave, MPLS, Optical solutions, and Broadband (pLTE, FTTx, GPON)
- Mobile and Fixed Edge Device Solution Provider
- Industrial IoT and M2M Design Center in Raleigh, NC.

About MCA



Mobile Communications America (MCA) is one of the largest and most trusted Motorola partners in the US offering world class voice, data, and security solutions that enhance the quality, safety, and productivity of customers' operations and lives.

As solution providers of wireless communication technologies, MCA leverages a portfolio of products and experienced engineers, analyzes customer needs, designs and optimizes the best solution, deploys it on time and on budget, while ensuring it performs as specified.

MCA provides an unmatched footprint of trusted technical staff that will be there from installation through the life-cycle of the solution. MCA is committed to a personal level of service and support.

(Motorola's Largest Service Provider in the United States)

75 Full-Service Locations Across 12 States

Over 940 Employees Providing More Access to Service & Support Than Any Other Motorola Channel Partner

Over 450 Technicians and Installers with Over 900 Motorola Certified P25 Technicians

Infinity Technology Solutions is a Division of MCA with 16 Engineers and 4 Project Managers

Security Division with over 400 years combined Industry Experience in Video & Access Control

Amendment No. 2 Attachment E

Attachment "B" ("Insurance"), Insurance Certificate(s)

DON'T FORGET TO ATTACH

Attached behind this page is a Certificate of Insurance provided by MCA to meet the requirements listed below. MCA shall maintain the insurance required below until the Project is finally and formally accepted by the City.

MCA shall provide, pay for, carry and maintain the types of insurance described herein with companies eligible to do business in the State of Oklahoma throughout the term of this Agreement. All liability policies shall provide that The City of Oklahoma City, the Oklahoma City Public Property Authority, and ASM Global are named as an additional insured as to the acts and omissions of MCA. A certificate of insurance on the form approved by the City shall be provided to The City and OCPPA with the execution of this Agreement by MCA. The certificate shall provide that the policy not be cancelled or modified to reduce the amount of coverage without thirty (30) days prior written notice to and approval by OCPPA and The City.

- (a) All liability policies (except professional liability policies) shall provide that the OCPPA, The City, and ASM Global are named additional insureds as to the acts and omissions of MCA under this Agreement. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms furnished by the City, and any participating public trust. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided upon request to the OCPPA or The City on a timely basis. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

The City and the OCPPA shall be given written notice by registered or certified mail no less than thirty (30) days prior to any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, MCA shall immediately notify the OCPPA and The City and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the OCPPA or The City request a written statement from the insurance company(s) as to any impairments to the aggregate limit, MCA hereby agrees to promptly authorize and have delivered to the OCPPA and The City such statement. MCA authorizes the OCPPA and The City to confirm all information so furnished as to MCA's compliance with these insurance requirements with MCA's insurance agents, brokers, surety and insurance carriers. All insurance coverage of MCA shall be primary to any insurance or self-insurance program carried by the OCPPA, ASM Global, or The City.

- (b) MCA shall not commence any services nor occupy any City-owned property or work site unless and until the required insurance is in effect and the required certificates of insurance are provided.

Amendment No. 2 Attachment E

(c) The amounts of such insurance shall be not less than The City of Oklahoma City's or the OCPPA's maximum liability under the Governmental Tort Claims Act, 51 Okla. Stat. § 151, *et seq.*, as amended from time to time, and which currently are:

- (i) Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
- (ii) All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
- (iii) Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Automobile liability insurance shall be maintained by MCA as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. The amounts of such insurance shall be not less than The City of Oklahoma City's or the OCPPA's maximum liability under the Governmental Tort Claims Act, 51 Okla.Stat. § 151 *et seq.*, as amended from time to time, and which currently are:

- (i) Bodily injury liability
\$175,000.00 (limit each person); and
\$1,000,000.00 (limit each occurrence); and
- (ii) Property damage liability
\$25,000.00 (limit each person); and
\$1,000,000.00 (limit each occurrence),
- (iii) Bodily injury and property damage liability
\$1,000,000.00 (combined single limit each accident)

Insurance premiums and costs are expenses assumed by MCA and recouped through their fees and not as an expense or separate cost to the City, the OCPPA, or ASM Global.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2022

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 have **ADDITIONAL INSURED** provisions or 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 Arthur J. Gallagher Risk Management Services, Inc. 15 South Main Street, Suite 900 Greenville SC 29601	CONTACT NAME: PHONE (A/C, No, Ext): 864-239-0544 E-MAIL ADDRESS: FAX (A/C, No): 864-239-2435
INSURED Mobile Communications America, Inc 100 Dunbar St, Suite 304 Spartanburg, SC 29306	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Great Northern Insurance Company INSURER C: Chubb Indemnity Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 20281 20303 12777

COVERAGES**CERTIFICATE NUMBER:** 1282458354**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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	36048683	5/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		99499444	5/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		79893975	5/1/2021	6/1/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	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 <input type="checkbox"/> N/A	71751830	5/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Oklahoma City, the Oklahoma City Public Property Authority, and ASM Global are included as an Additional Insureds on a General Liability policy as required by written contract

CERTIFICATE HOLDER**CANCELLATION**

City of Oklahoma City
Oklahoma City Public Property Authority
Attn: Amy Simpson
100 N. Walker
Oklahoma City, OK 73102

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

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

Amendment No. 2 Attachment E

Mobile Communications America Inc	
Mobile Communications of Dekalb, Inc.	
Mobile Communications of Gwinnett, Inc.	
Mobile Communications of North Carolina, LLC	
DBA Mobile Communications of Charleston	
DBA Mobile Communications Albany	
DBA Mobile Communications Valdosta	
DBA Communications & Electronics	
DBA Infinity Technology Distributors & Consulting	
DBA Mobile Communications Athens	
DBA Myrtle Beach Communications	
Mobile Communications of Hall, LLC	
Mobile Communications of North Florida, LLC	
Mobile Communications of the Carolinas, LLC	
DBA Carter Electronic Service Company	
DBA Mobile Communications Columbus	
DBA Communications Specialists	
DBA Seamless Mobility Solutions	
DBA East Georgia Communications	
DBA First Communications	
DBA Ward Bell Communications	
Mobile Communications America Inc dba Amerizon Wireless	
Infinity Technology Solutions LLC	
Mobile Communications of Forsyth, Inc.	
DBA Wireless Communications	
Amerizon Wireless a Division of Mobile Communications America Inc	
Communication Service	
Amerizon of North Carolina LLC	
Savannah Communications	
Sharp Communication and Security Solutions	
Gately Communications	
Mobile Communications of North Carolina, DBA Gately Communications	
MCA DBA Hasty's Communications	
DFW Communications, Inc.	
MCA Intermediate, Inc.	
Allcomm Wireless, Inc.	
Tuscaloosa Communications, Inc.	
USAT, LLC	
DBA Communication Service Center, Inc	
Mobile Communications of America DBA Longent	
Radio Communications Service, Inc.	
CodeLynx, Inc.	
CodeLynx, LLC	
Caroluna, LLC	
Mobile Communications America, Inc. dba S3 Integrations	
Mobile Communication Services of Bowling Green, Inc.	

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Attachment "C" **Equipment Maintenance and Monitoring Agreement**

Attached behind this page is the Equipment Maintenance and Monitoring Agreement entered into on November 19, 2019, by the OCPPA, the City, and Longent, LLC, that was effective retroactively beginning on April 17, 2019.

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Equipment Maintenance and Monitoring Agreement by and between the City of Oklahoma City, the Oklahoma City Public Property Authority and Longent LLC

This Equipment Maintenance and Monitoring Agreement (the "Agreement"), effective retroactively beginning April 17, 2019 (the "Effective Date"), is entered into by and between Longent LLC, having its principal place of business at 7517 Precision Drive, Suite 102, Raleigh, NC 27617, (hereinafter referred to as "Longent"), and the Oklahoma City Public Property Authority, on behalf of its sole beneficiary, The City of Oklahoma City, having its principal place of business at 200 N. Walker, 3rd Floor, Oklahoma City, Oklahoma, 73102 (hereinafter referred to as "the Customer" or "OCPPA").

1. Covered Equipment

The equipment for which maintenance is offered under this Agreement is described in detail in **Exhibit "A"** hereto, as amended with the agreement of the parties from time to time ("the Equipment"). The Equipment was installed under a companion contract between Longent, LLC and Customer for professional services in the design, procurement of equipment, installation and other related services for a neutrally hosted, multi-sector distributive antenna system (DAS) in the Cox Convention Center and the Chesapeake Energy Arena, as those facilities are currently known.

2. Included Services

Longent shall provide the following maintenance services on the Equipment under this Agreement, located at the Cox Convention Center, the Chesapeake Energy Arena, (In addition, this Agreement may be amended by mutual agreement to add other facilities to the maintenance agreement into which the DAS may be installed in the future).

2.1 Annual Maintenance

- 2.1.1 Check all equipment for any operational anomalies.
- 2.1.2 Ensure that any potentially system degrading foreign substances such as oil, dust, or moisture are removed from the equipment.
- 2.1.3 Measure the composite RF input power to the System/Systems.
- 2.1.4 Measure the RF power per carrier into the System/Systems.
- 2.1.5 Take samplings of RF levels at the site to verify that performance is consistent with as-built documentation.

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2.2 Emergency Maintenance

Longent recognizes that the OCPPA will have licensed cellular service companies connect to the DAS. As part of the licensed cellular service companies' agreement the OCPPA has agreed, through the terms of a Service Level Agreement, to support and maintain the DAS in an operating condition by meeting certain minimum performance standards. Those performance standards are set forth in the attached Service Level Agreement (Attachment B), and incorporated herein as the required performance standards Longent is expected to meet under this Equipment Maintenance Agreement. The standards are not intended to be burdensome, and should be in conformance with industry standards. The parties may mutually agree to modify the Service Level Agreement from time to time. Any maintenance to the Equipment not specifically enumerated in Section 2.1 of this Agreement shall be considered "Emergency Maintenance." Emergency Maintenance shall be provided by Longent consistent with the performance standards set forth in the Service Level Agreement. In addition the following shall apply:

- 2.2.1 Longent shall troubleshoot the system as part of this emergency response maintenance and take such action as appropriate and necessary, consistent with the Service Level Agreement, to restore or repair any inoperable equipment (using customer provided spares if available) with comparable parts and components in order to return the associated system to good operating condition upon which the responding technician shall notify the Customer.
- 2.2.2 Components requiring repair outside of the manufacturer's warranty or a Longent Extended Warranty separately purchased by Customer will be repaired at cost plus 15%.

2.3 System Monitoring

- 2.3.1 If a wireless modem along with associated service is not included in this agreement, the customer shall provide a LAN connection with access to Longent's NOC via the internet at each network head-end location.
- 2.3.2 Longent will utilize the wireless modem or LAN connection to receive alarms from the monitored equipment and to access the system remotely.
- 2.3.3 It is understood by the Customer that remote access will be used to diagnose system alarms, make adjustments to the system, and on occasion to disable equipment which may not be operating properly or causing interference to the rest of the system.
- 2.3.4 Longent's system monitoring can be used to initiate an emergency maintenance request according to the terms of the Service Level Agreement.

3. Customer Modifications and Repairs

- 3.1 The Customer shall inform Longent in writing of any modifications to be made by the Customer or a third-party to the Equipment. Longent shall not be responsible for maintaining Customer or third-party modified portions of the Equipment or portions of the

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Equipment affected by such modified portions except as otherwise expressly agreed in writing by the Parties.

- 3.2 Maintenance or repairs requested due to the Customer's or any third party's repair, maintenance or modification of the Equipment shall be subject to Longent's standard time and material rates and availability. In addition, all warranties, express, statutory, or implied are deemed revoked by Longent until such maintenance or repairs have been performed by Longent and the Equipment has been certified in writing by Longent as operable.

4. Customer Support

- 4.1 The Customer shall use the Equipment in accordance with the purposes that it was designed.
- 4.2 The Customer shall assist Longent in securing access to the facilities where the Equipment is located so that Longent is able to perform its obligations under this Agreement.
- 4.3 The Customer shall provide an onsite contact who will be able assist Longent's qualified technician in evaluating the system remotely.

5. Term

This Agreement shall commence upon the Effective Date and continue for a three (3) year term through April 16, 2022. Upon mutual written agreement of the Customer and Longent, this Agreement may be extended for up to two (2) three (3)-year additional terms. Customer may have the right to terminate the agreement any time after the first year of service (4/16/2020) given thirty (30) days written advance notice of termination. The prorated portion of any prepaid amounts will be refunded to the customer or applied towards other Maintenance and Monitoring agreements that are in place between the Customer and Longent at the time of termination, as directed in writing by the Customer.

6. Price and Payment

- 6.1 Longent was retained by the City to design, procure and install a neutrally hosted multi-sector distributive antenna system that was required to produce -75 dbm, RSSI, through certain designated areas of the facilities currently known as the Cox Convention Center and the Chesapeake Energy Arena. The first year of maintenance and monitoring of the DAS to be provided under this Agreement was included in the flat base fees associated with that agreement. Beginning with the Effective Date of this Agreement, the Customer shall pay Longent an Equipment Maintenance Contract fee of \$236,607.52 during the initial Term covering the Equipment installed in the areas identified in Section 2 of this Contract, as set forth in Exhibit "A" hereto, as amended from time to time. The Maintenance Contract Fee shall be payable in five (5) payments during the term of this Agreement. The first payment of \$78,869.17 shall be due thirty (30) days after execution of this agreement by the Customer, the second payment of \$39,434.61 shall be due on 4/17/2020, the third payment of \$39,434.58 shall be due on 10/17/2020, the fourth payment

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of \$39,434.58 shall be due on 4/17/2021 and the fifth payment of \$39,434.58 shall be due on 10/17/2021. Should the parties desire to exercise any extension to this Agreement, the parties shall convene and mutually agree on future Contract fee(s), if any.

- 6.2 With respect to (i) service to the Equipment which Longent provides in response to a request by the Customer for service and which Longent is not otherwise obligated to provide under this Agreement; or (ii) corrections for difficulties or defects traceable to the Customer's failure to comply with Section 4 of this Agreement, the Customer shall pay Longent for all efforts toward such services, corrections or remedies at Longent's then current standard time and materials charges.
- 6.3 With respect to any service or repairs which are excluded from this Agreement and which are required for the Equipment to be in proper working order, Longent shall submit a description of the work which is necessary to restore the Equipment to proper working order and the charges therefore, and will request permission to restore the Equipment to proper working order. If Longent is not granted the permission to perform such restoration at the Customer's expense, Longent shall have the right to terminate all of its obligations under this Agreement with respect to such damaged Equipment.

6.4 Invoices

- 6.4.1 Longent shall submit invoices for all services rendered under this Agreement. The Customer shall pay all such invoices net thirty (30) days. Timely payment of such invoices is a material term of this Agreement.
- 6.4.2 In addition to the payment(s) required in Section 6.1 of this Agreement, Longent may invoice the Customer for (i) all sales, use, transfer or other taxes levied upon Longent by any governmental authority by reasons of its performance of this Agreement, excluding taxes on net income; and (ii) all parts and materials procured by Longent necessary to perform its obligations under this Agreement, which are not already covered by the agreement.
- 6.5 Notwithstanding the foregoing, Longent shall perform at its own cost (i) all Emergency Maintenance directly attributable to Longent's failure to perform Annual Maintenance as set forth in Section 2.1 of this Agreement and/or (ii) repeat maintenance performed within sixty (60) days of a preceding maintenance call directly attributable to Longent's failure to properly perform any maintenance obligation under this Agreement.

7. Warranty

LONGENT'S SOLE OBLIGATION HEREUNDER SHALL BE TO PROVIDE THOSE SERVICES SET FORTH IN SECTION 2 OF THIS AGREEMENT IN A WORKMANLIKE MANNER. OTHERWISE, ALL MAINTENANCE SERVICES ARE PROVIDED "AS IS." LONGENT MAKES NO, AND SPECIFICALLY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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8. Limitation of Liability

Longent shall not be responsible to the Customer for loss of use of the Equipment or for:

- 8.1 Any other liabilities arising from its performance of this Agreement, other than its gross negligence or willful misconduct, or otherwise for special, incidental, consequential, punitive or exemplary damages even if Longent has been advised of such damages.
- 8.2 Failure to operate due to, but not limited to, voltage conditions, blown fuses, open circuit breakers, or other damage due to the inadequacy or interruption of electrical service.
- 8.3 Loss, damage, repairs or maintenance required as a result of water, hail, theft, earthquake, riot, winds, fire, lightning, accidents, corrosive atmosphere or other conditions beyond the control of Longent.
- 8.4 Service made mandatory by change in federal, state, or local regulations.
- 8.5 Additional or usual utility bills incurred due to any malfunction or defect in the equipment covered by this agreement.

[Remainder of Page is blank. Signature Pages to follow.]

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Rich Langley

Rich Langley

2/1/23

Notary Public

Wake

Outgoing

Rich Langley

2/1/23

DIANE BEEKMAN
Notary Public, North Carolina
Wake County
My Commission Expires
December 02, 2023

Diane Beekman

Notary Public

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This Agreement was approved by the Trustees and signed by the Chairman of The Oklahoma City Public Property Authority this 19th day of November, 2019.

ATTEST:


SECRETARY



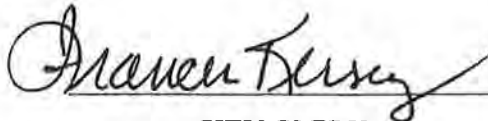

CHAIRMAN

REVIEWED for form and legality.


DEPUTY MUNICIPAL COUNSELOR

This Professional Services Agreement was approved by the Council and signed by the Mayor of The City of Oklahoma City this 19th day of November, 2019.

ATTEST:


CITY CLERK




MAYOR

REVIEWED for form and legality.


DEPUTY MUNICIPAL COUNSELOR

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Exhibit "A" - Equipment List

ITEM	PRODUCT DESCRIPTION	QTY
-	<u>Active Components</u>	
1	[ION-B] - ION BriteCell - High Power Remote Unit for Cell700 / Cell850 / AWS / Ext. PCS1900 - Universal Mains 85-265 VDC	14
2	[ION-B] - ION BriteCell - High Power Remote Unit for Cell700 / LMR800 / Cell850 / LMR900 / AWS / Ext. PCS1900 / WiMax - Universal Mains 85 to 265 Vac	2
3	[ION-B] - ION BriteCell - High Power Remote Unit for Cell700 / LMR800 / Cell850 / LMR900 / AWS / Ext. PCS1900 / WiMax - 60 to -38 Vdc	2
4	[ION-B] - ION BriteCell - High Power Remote Unit for Cell700 / LMR800 / Cell850 / LMR900 / AWS / Ext. PCS1900 / WiMax - -60 to 38 Vdc	80
5	698-2700 MHz - Master Optical TRX - 4 Optical Links - SC/APC	41
6	[ION-B] - ION BriteCell - Dual band RF Point of Interface for Cellular 700 and AWS	44
7	[ION-B] - ION BriteCell - Multiband RF Point of Interface for LMR 800, LMR900, and PCS 1900 Extended	6
8	[ION-B] - ION BriteCell - Multiband RF Point of Interface for Cell 850, AWS, and PCS 1900 Extended	57
9	[ION-B] - ION BriteCell - Passive Multiband Point of Interface - Cell850 / AWS / PCS1900 Ext	4
10	PSU Filler for Power Supply Unit Subrack	1
11	ION™ PSDU 1 HU, Supports 3 PSU's (850 W max Each). Site Manager/Master Controller.	2
12	[ION-B] ION-B Blank Panel, 4HE	116
13	[ION-B] - ION BriteCell - Negative Supply +12 to +13 Vdc - 12 Slots (1HE x 7TE each)	30
14	[ION-B] - Plug-in Supervision Unit for Andrew's Optical Distribution Systems	3
15	Power Supply Unit for ION™ Series, 100-240 Vac, 850 W	8
16	ION® Power Supply Distribution Unit	2
17	[ION-B] - Wideband 2-Way RF Splitter/Combiner - Separate Paths - SMA-Female Connector	49
18	[ION-B] - Wideband 4-Way RF Splitter/Combiner - Separate Paths - SMA-Female Connector	21
19	[ION-B] - Wideband 8-Way RF Splitter/Combiner - Separate Paths - SMA-Female Connector	19
-		
-	<u>Passive Components</u>	
1	Unequal Power Splitter (Tapper), PIM <-153 dBc, 10:1 (10.0 dB), 350-960 MHz/ 1710-2700 MHz, Type N Connectors, Low PIM	2
2	Tapper 350 - 2700 MHz 10:1 10dB N, Low PIM	28
3	Tapper 350 - 2700 MHz 20:1 13dB N, Low PIM	32
4	Tapper 350 - 2700 MHz 30:1 15dB N, Low PIM	2
5	Tapper 350 - 2700 MHz 30:1 15dB N, Low PIM	32
6	Tapper 350 - 2700 MHz 2:1 3dB N, Low PIM	80
7	Tapper 350 - 2700 MHz 2:1 3dB N, Low PIM	4
8	Unequal Power Splitter (Tapper), PIM <-153 dBc, 2:1 (3.0 dB), 350-960 MHz/1710-2700 MHz, Type N Connectors, Low PIM	2

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Exhibit "A" - Equipment List

9	Unequal Power Splitter (Tapper), PIM <-153 dBc, 3:1 (4.8 dB), 350-960 MHz/ 1710-2700 MHz, Type N Connectors, Low PIM	4
10	Tapper 350 - 2700 MHz 3:1 4.8dB N, Low PIM	20
11	Tapper 350 - 2700 MHz 3:1 4.8dB N, Low PIM	2
12	Corning 48-Fiber, Armored, Plenum, 8.3/125 SM	822
13	Tapper 350 - 2700 MHz 4:1 6dB N, Low PIM	54
14	Unequal Power Splitter (Tapper), PIM <-153 dBc, 4:1 (6.0 dB), 350-960 MHz/ 1710-2700 MHz, Type N Connectors, Low PIM	2
15	Tapper 350 - 2700 MHz 6:1 8dB N, Low PIM	36
16	BUD INDUSTRIES - Rackmount AC Power Strip	3
17	Cell-Max - Directional Inbuilding Antenna - 698-960 MHz / 1710-2700 MHz - N-Female	134
18	Cell-Max In-Building Omnidirectional Antenna System - 698-960 MHz and 1710-2700 MHz - N-Female	138
19	Cell-Max In-Building Omnidirectional Antenna System - 698-960 MHz and 1710-2700 MHz - N-Female	2
20	Low PIM Directional High Capacity Venue MIMO Antenna, 698-960 MHz and 1710-2700 MHz, 30Deg, 11 dBi	6
21	Low PIM Directional High Capacity Venue MIMO Antenna, 698-960 MHz and 1710-2700 MHz, 30Deg, 11 dBi	17
22	Low PIM Directional High Capacity Venue MIMO Antenna, 698-960 MHz and 1710-2700 MHz, 30Deg, 11 dBi	2
23	Dual Slant 45 Dual band DAS Antenna with integrated diplexers and 2 female DIN connectors	4
24	Small Size MIMO In-Building Omni Antenna, Port 1&2: 698-2700 MHz, 2x Pigtail N-Female - P/N: 02121261-05542U	46
25	SMA male 50 ohm load. Use to terminate un-used ports on a ION-B splitter/combiner.	100
26	HELIAX® 1/2" Plenum Rated Air Dielectric Coaxial Cable - Corrugated Aluminum - Off White PVC Jacket - N-Male PPC Connectors	40144
27	HELIAX® Plenum Rated Air Dielectric Coaxial Cable, corrugated copper, 1/2 in, off white PVC jacket	9494
28	Corning MIC Tight-Buffered Fiber Cable, 6 Fiber, Single-mode (OS2). Plenum Rated. Indoor. 1310/1383/1550 nm	35493
29	Corning ActiFi Composite Interlocking Armored ZBL ClearCurve MIC250 Tight Buffered Fiber Cable, 6 Fiber, 4 Copper Cu, 14AWG, Single-mode (OS2). Plenum Rated. Indoor. 1310/1383/1550 nm.	977
30	Composite, 24f, 12Cu, 16AWG, Plenum Armored , Indoor	1434
31	Fiber, 48f, SM LT	1
32	Fiber, 144f, MIC® Unitized Plenum Armored, Interlocking, SMFe	1
33	Duplex jumper SC-APC - SC-APC, 3m	12
34	N Male Positive Stop for 1/2 in AL4RPV50, LDF450A, HL4RPV50 cable	22
35	N Male Positive Stop for 1/2 in AL4RPV50, LDF450A, HL4RPV50 cable	830
36	UPL 7-16 DIN Male Connector for Air Dielectric Cables 1/2" Annular	2
37	UPL N Male Connector for Air Dielectric Cables 1/2" Annular	2
38	DIN-Male Connector for 1/2 inch Annular Cable (Supporting Andrew HL4RP, HL4RPV, AL4RPV, and RFS ICA12, HCA12)	56

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Exhibit "A" - Equipment List

39	N-Male Connector for 1/2 inch Annular Cable (Supporting Andrew HL4RP, HL4RPV, AL4RPV, and RFS ICA12, HCA12)	328
40	SMA Connector for LMR-240 Cable	48
41	(Pigtails used for Fiber Splicing) 24 Strand SC/APC SMF , 3 Meter Pigtail	8
42	CSH-03U Closet Splice Housing accepts up to twelve 0.2-in splice trays (Type 2R, 2S or 2M) in three rack spaces (5.25 in). INCLUDES 6 SC-APC Coupler Panels and 6 (0.2 in) Splice Trays. ORDER EXTRA as needed.	6
43	Rack mount Fiber Box - Accepts 4 Coupler Panels - 2 Rack Space Units, 4 Coupler Panels included.	1
44	SC/APC-SC/APC SMF Duplex, 10 Meter Jumper, 3mm OD	1
45	SC/APC-SC/APC SMF Duplex, 5 Meter Jumper, 3mm OD	98
46	SC/APC-SC/APC SMF Duplex, 20 Meter Jumper, 3mm OD	2
47	THERMOWELD, 19 in Rack Mount Buss Bar 1/4 in Holes. With Spacers.	3
48	3 Ft TFT402 N-M to DIN Female Plenum Low PIM Cable Assy	4
49	3 Ft TFT402 N-M to N-M Plenum	160
50	6 Ft. N-Male to N-Male Jumper. TFT402 Plenum Low PIM Cable Assy	2
51	6 Ft. N-Male to Right Angle N-Male Jumper. TFT402 Plenum Low PIM Cable Assy	2
52	12 ft SMA Male to SMA Male Jumper. TFT402 Plenum Low PIM Cable Assy	24
53	3 Ft SMA-M to SMA-M Plenum Low PIM	34
54	PSU Filler for Power Supply Unit Subrack	1
55	[ION-B] ION-B Blank Panel, 4HE	12
56	48F Single Fiber Splice Tray, single fusion Splices.	54
57	CORNING Single panel wall-mount housing for 1 CCH connector panel. Includes .4in splice holder. CCH panels ordered separately.	1
58	12 Fiber Splice Tray, Injection Molded Mini Splices, Simplex, Connector = None. For use with Leviton 5W110-00N, 5W310-00N, or 5W710-00N Fiber Housings. 0.43" Thick. Accommodate 250 or 900 um Fiber. Clear Cover.	46
59	HOFFMAN, Open LAN Rack, 19 in x 51U, Bulletin DOFR2 (Aluminum Open-Frame Rack), Size/Dims: 96.00x20.25x15.00, Material/Finish: Alum/Black	1
60	Penn Elcom Rackmount Laptop Security Drawer Black EX-6301B - 19 Inch Racks	2
61	ANXITER Panduit Horizontal Cable Manager 1.7"H x 19"W x 3.7"D Black. Front Only. ROHS Compliant. 1RU	26
62	Anixter PANDUIT 45 RU Vertical Cable Manager. 83.0"H x 4.9"W x 6.5"D	2
63	Directional Dual Polarized MIMO Outdoor/In-Building Antenna, Port 1 and 2: 698-2700 MHz, 2x N-Female with Cable - P/N: 02121261-05277	9
64	Duplex - APC - Coupler Panel - Holds 12 Connectors - SMF	4
65	Power Supply Unit for ION™ Series, 100–240 Vac, 850 W	2
66	Braided Cable - 0.24 inch Diameter - 30-3000 MHz - 50 ohms	70
67	Directional Coupler / Unequal Splitter (0.2 dB / 20 dB) - 698-2700 MHz - N Connectors	6
68	Directional Coupler / Unequal Splitter (0.2 dB / 30 dB) - 698-2700 MHz - N Connectors	4
69	High Power 2 Way Low PIM Reactive Power Splitter - 555-2700 MHz - N-type Female, -160 dBc, 300W	30
70	Two- way Low Power Splitter, 698–2700 MHz - N Connectors	4
71	Terrawave - Coax Lightning Protector, 0-6 GHz - N Female Connectors	2

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Exhibit "A" - Equipment List

72	CSC, 19"W x 90"H (48RU) 2-Post Rack- Black	5
73	CSC, WALL MNT 19"x37"x20" Swing Rack 20 RU 150# BLK	1