#### AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City"), and NEXTEL WEST CORP., a Delaware Corp and SPRINT SPECTRUM REALTY COMPANY, L.P, a Delaware limited partnership, collectively referred to as Sprint Nextel Communications, whose address is 6391 Sprint Parkway, Overland Park, Kansas 66251-2650 (the "Licensee").

### WITNESSETH:

WHEREAS, the City and the Licensee entered into a License Agreement dated August 7, 2006, but not fully executed until August 7, 2007; pursuant to which Licensee operates a Distributed Antenna System ("DAS") and associated radio frequency equipment at the Colorado Convention Center (the "Agreement"); and

**WHEREAS**, the City and the Licensee wish to amend the Agreement, to enable Licensee to upgrade its system;

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

1. The preamble to the License Agreement is hereby modified to remove the date of August 7, 2006 and replace it with August 7, 2007.

2. <u>Permitted Use</u>. Section 1.02 of the Agreement, entitled "**Permitted Use**," is hereby amended to provide that Licensee shall be authorized to operate in the following FCC-licensed radio bands (and no others):

Initial Configuration

Technology	Frequency Band (MHz)	Sub-Band	Sector Count	Number of Channels
CDMA	800 (816 – 824, 861 – 869)	SMR	2	1
LTE (5MHz)	800 (816 – 824, 861 – 869)	SMR	2	1

CDMA	1900 (1850 – 1860, 1930 - 1940)	Α	2	3
EVDO	1900 (1850 – 1860, 1930 - 1940)	А	2	4
LTE (5MHz)	1900 (1910 – 1915, 1990 - 1995)	G	2	1

Alternate Future Configuration

Technology	Frequency Band (MHz)	Sub-Band	Sector Count	Number of Channels
CDMA	800 (816 – 824, 861 – 869)	SMR	2	1
LTE (5MHz)	800 (816 – 824, 861 – 869)	SMR	2	1
CDMA	1900 (1850 – 1860, 1930 - 1940)	А	2	1
EVDO	1900 (1850 – 1860, 1930 - 1940)	А	2	2
LTE(5MHz)	1900 (1850 – 1860, 1930 - 1940)	А	2	1
LTE (5MHz)	1900 (1910 – 1915, 1990 - 1995)	G	2	1

Other provisions of Section 1.02 not expressly amended above remain unchanged.

3. <u>License Fees</u>. Effective December 1, 2014, Section 3.01 of the Agreement, entitled "**License Fees**," is hereby amended so that the following fee schedule shall apply:

Base fee for DAS	\$3,625 per month Includes up to 288 square feet of floor space
Rooftop (outdoor) antenna	\$811.20 per month* (in addition to DAS base fee) (No additional floor space included)

All License Fees are subject to an annual increase of 4%. Other provisions of Section 3.01 not expressly amended above remain unchanged.

\*The parties acknowledge that Licensee as of the date of this Amendatory Agreement does not have a Rooftop antenna. A Rooftop antenna may be added only upon written approval from the City with respect to its location on the roof, its installation and its aesthetic effects on the building. The Rooftop antenna fee shall be commenced at the time of the Rooftop antenna installation.

4. <u>Enhancement Project.</u> Licensee will, through its contractor, upgrade its DAS system to support Current Technology. This work (the "Enhancement Project") is described in greater detail on Exhibit A, attached hereto and incorporated herein, to this Amendatory Agreement. Licensee's contractor will coordinate the Enhancement Project with Pericle Communications Company ("Pericle"), the Program Manager's consulting engineer for this matter, who will be responsible for scheduling and managing the Enhancement Project. Licensee will be responsible for the payment of a Development fee to manage the Enhancement Project, in the amount of \$ 7,500.00, to be paid prior to the commencement of the Enhancement Project. Unless specifically modified herein, the requirements set forth in section 4 of the Agreement, relating to Installation and Construction of the "DAS project," are applicable to the Enhancement Project, including without limitation the following:

a. Each carrier will own and operate its own equipment but shall share conduit. Each carrier is responsible for maintenance of its equipment. Cabling infrastructure becomes the property of City at the end of the term or any extension of the agreement. (4.01.2)

b. Projects will be constructed in accordance with City ordinances, rules and regulations, and pursuant to permits obtained from the City and according to the terms thereof. Prior to construction, plans and specifications for the Enhancement Project must be submitted for review and approval to the City. City requirements for construction of the Enhancement Project include without limitation, compliance with the City's Prevailing Wage law, sections 20-76 et seq., DRMC. (4.02)

c. Carriers are to submit three (3) sets of complete plans and specs for the Enhancement Project, and a construction schedule to the Project Manager for prior

approval. Upon completion, carriers shall furnish evidence of payment, contractor's affidavits, and waivers for all liens. Licensee shall include in Licensee's agreement with its contractors provisions whereby contractor defends and holds harmless City and Project Manager from all costs or damages related to such work. (4.03)

d. A City-issued Notice to Proceed (NTP) and performance bonds for 100%
of the construction costs are required before construction and/or enhancements begin.
(4.03 and 4.04)

5. <u>No Other Changes</u>. As herein amended, the Agreement is affirmed and ratified in each and every particular. Defined terms not otherwise defined in this Amendatory Agreement shall have the meaning(s) set forth in the original Agreement.

(Remainder of the page intentionally left blank)

**Contract Control Number:** 

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
	By
By	

By\_\_\_\_\_



## **Contract Control Number:**

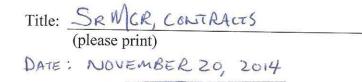
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**Contractor Name:** 

Sprint Nextel Communications

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Name:	John E. Beaudoin	
	(please print)	



# **ATTEST:** [if required]

By: \_\_\_\_\_

## EXHIBIT A

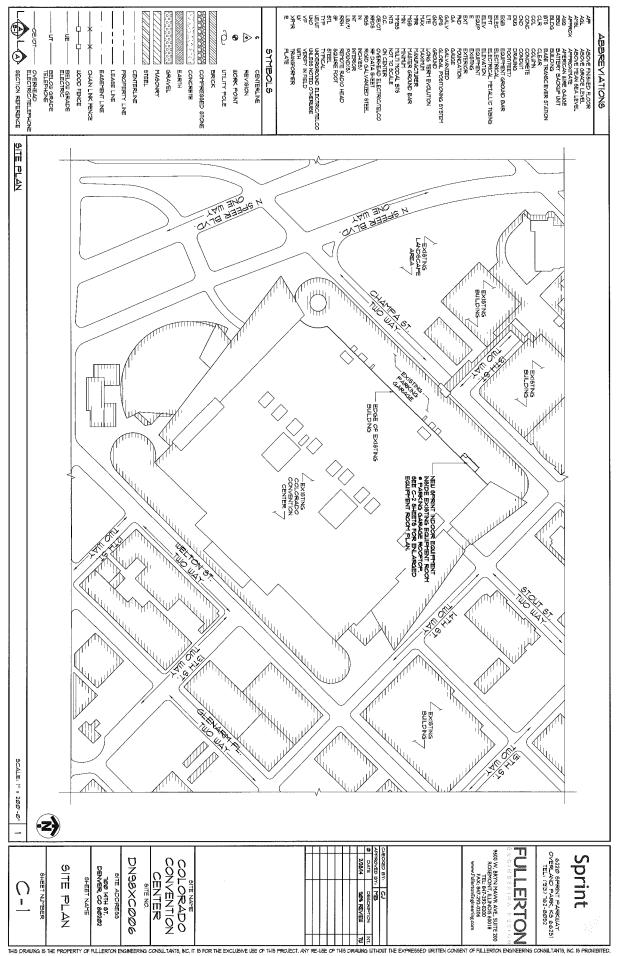
# <u>Colorado Convention Center</u> – Sprint Nextel Communications Statement of Work for LTE upgrade to DAS

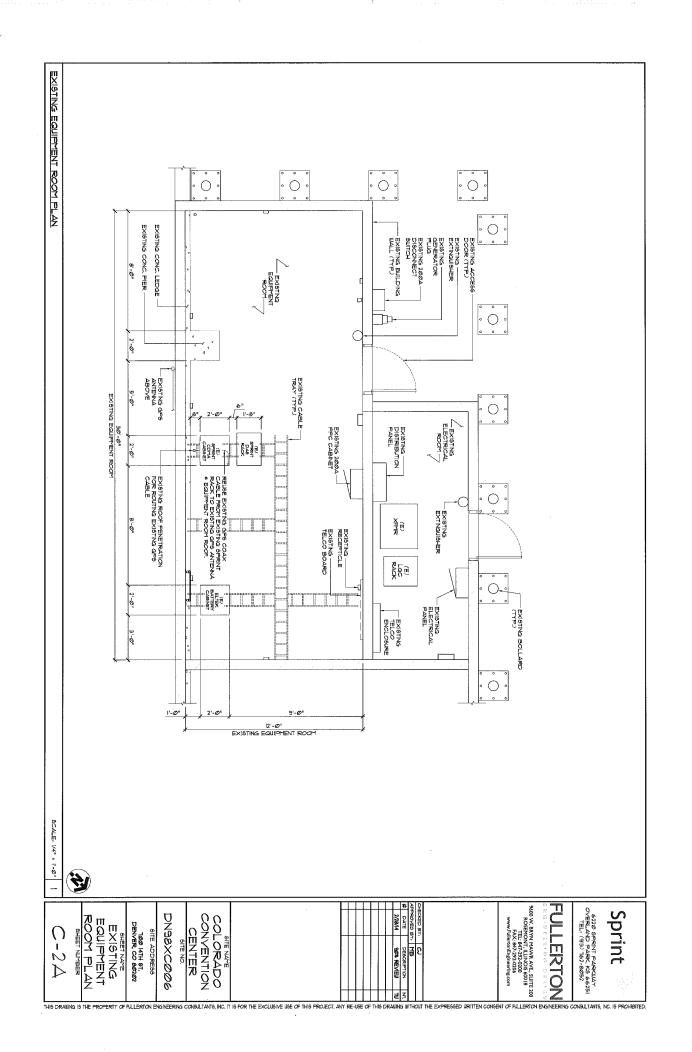
Sprint Nextel Communications is upgrading the current legacy Base Station equipment to an updated Samsung Base Station model. The installation of the new equipment and decommissioning of the old equipment will be done within the Licensee's equipment space and in accordance with the attached drawings dated 2/28/14, incorporated herein. Sprint will reconnect (integrate) to the current DAS – Distributed Antenna System at Denver Convention Center - DN98XC006. Sprint will need to complete 911 call testing and will also need to complete testing throughout the building to gather RF Measurements once the system is brought back On-Air. Sprint has contracted third parties to complete the installation of 100 Mbps of Ethernet backhaul fiber terminating in the Sprint shelter. Sprint will coordinate all vendor visits with the Denver Convention Center and will work around event dates. 1900 LTE G-block will be added to the DAS is Tx: 1990 – 1995, Rx: 1910 – 1915.

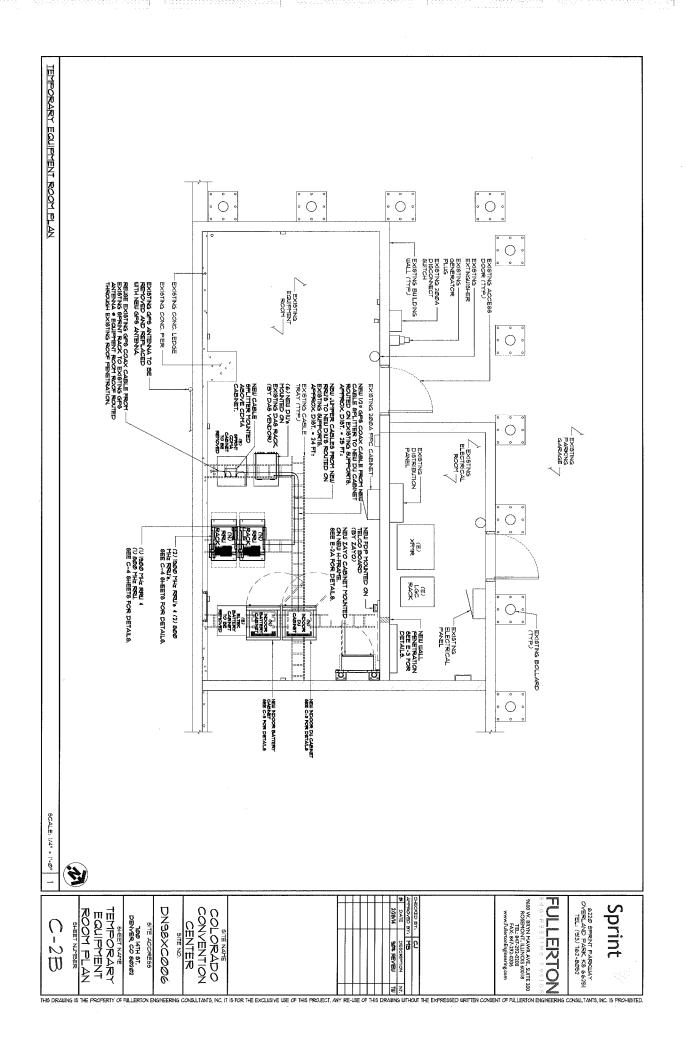
The Enhancement Project will not require any additional space.

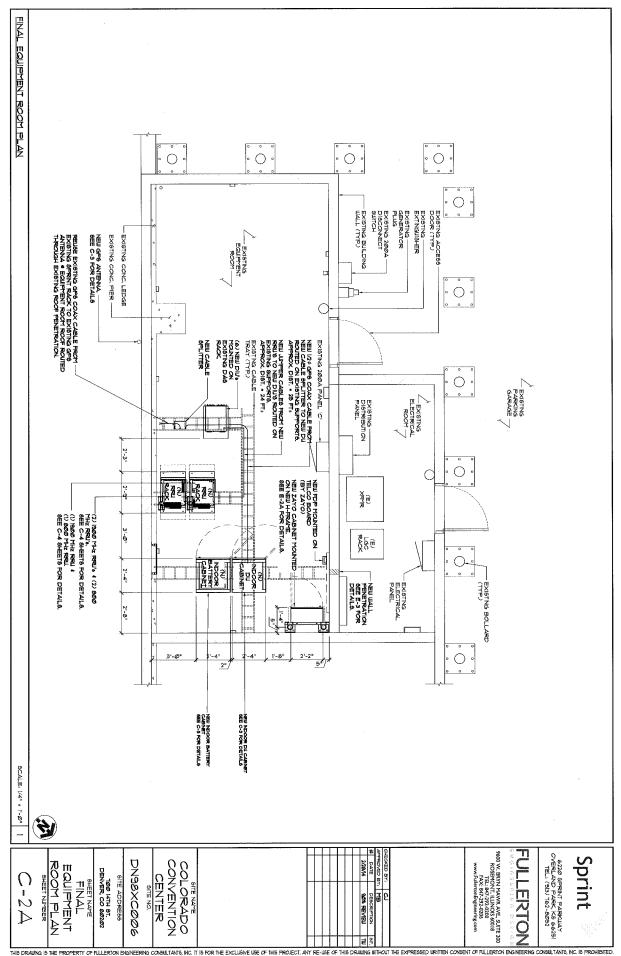
The Enhancement Project will not require any additional power.

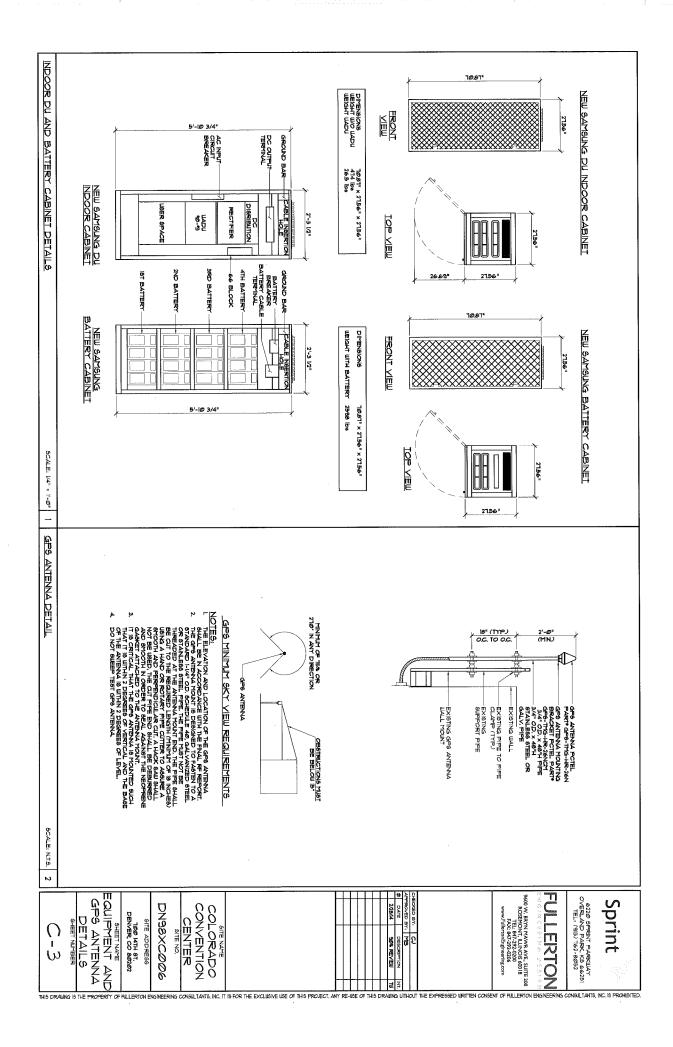
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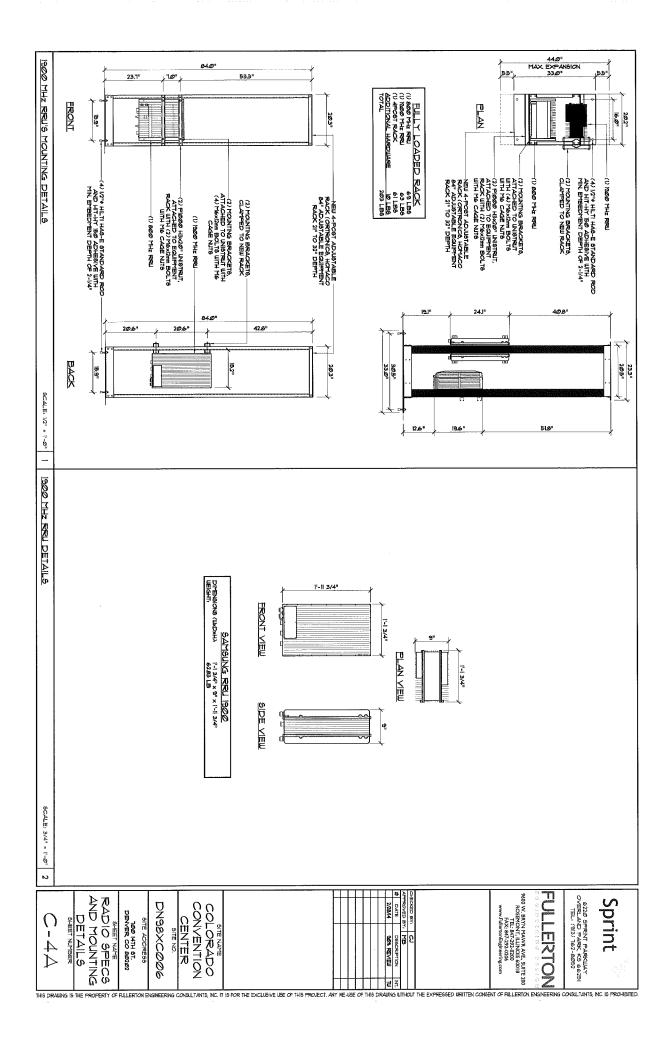




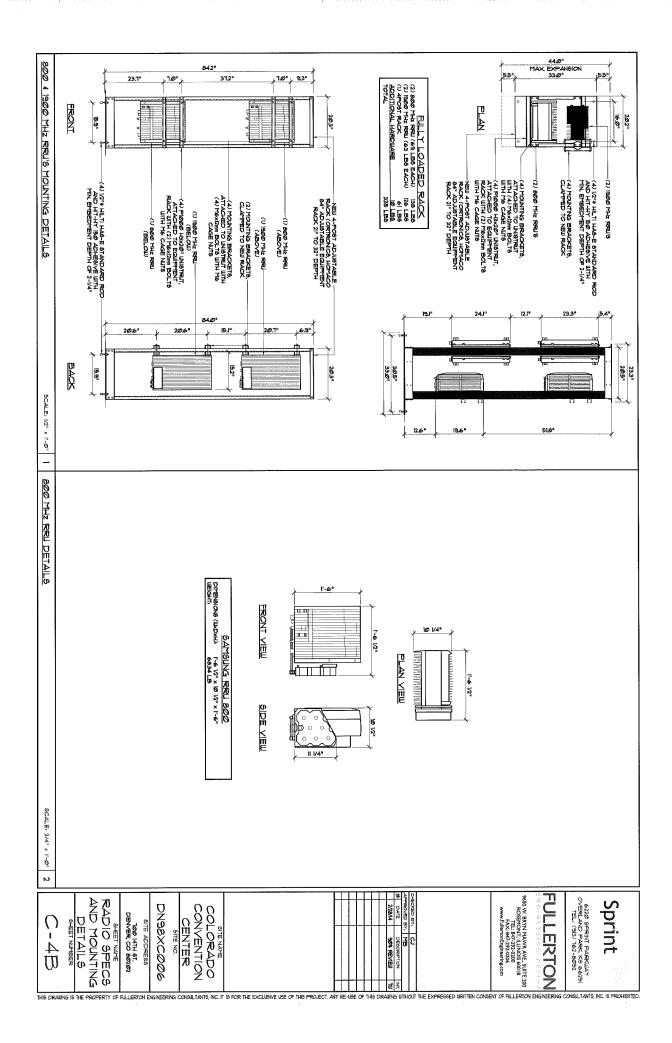


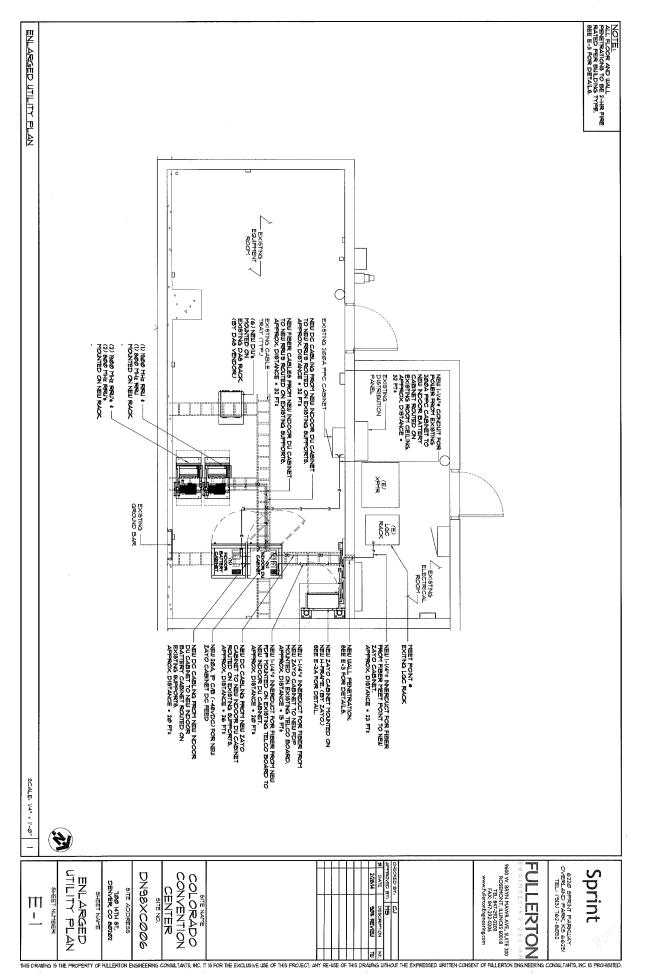






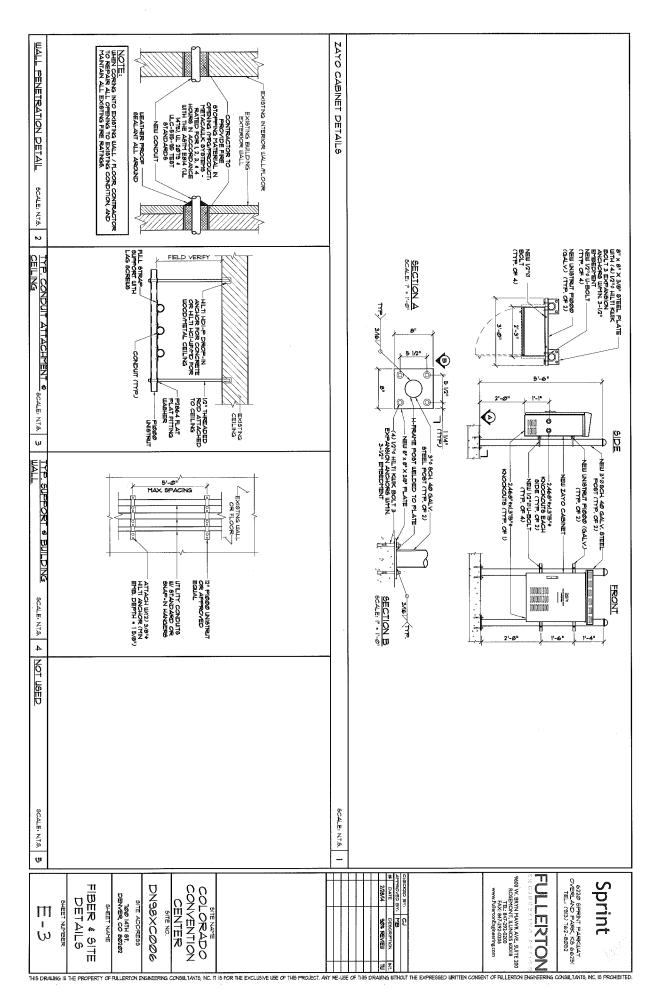
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