

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 **VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS**, a Delaware limited liability company whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (the "Licensee").

WITNESSETH:

WHEREAS, the City and the Licensee entered into a License Agreement dated 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. Permitted Use. 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):

700 MHz: A block 698-704 and 728-734 MHz.

700 MHz: C block 746-757 and 776-787 MHz.

Cellular B band: 835-845 & 846.5-849 and 880-890 & 891.5-894 MHz.

PCS E band: 1885-1890 and 1965-1970 MHz.

PCS C3 band: 1895-1900 and 1975-1980 MHz.

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

2. License Fees. Effective January 1, 2012, Section 3.01 of the Agreement, entitled "**License Fees**," is hereby amended so that the following fee schedule shall apply:

Base fee for DAS	\$3,700 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)

07-615-14

The parties acknowledge that Licensee does not, as of the date of this Amendatory Agreement, have a rooftop antenna. Rooftop antennae may be added only upon written approval of the City and the rooftop antenna fee shall be assessed at that time. License Fees are subject to an annual increase of 4%. Other provisions of Section 3.01 not expressly amended above remain unchanged.

3. Enhancement Project. Licensee will through its contractor upgrade its DAS system to support 4G frequencies. This work (the "Enhancement Project") is described in greater detail on Exhibit A 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 Pericle's fee to manage the Enhancement Project, in the amount of \$18,720.00, 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)

4. No Other Changes. 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.

Contract Control Number: RC7A004

Vendor Name: VERIZON WIRELESS (VAW), LLC

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

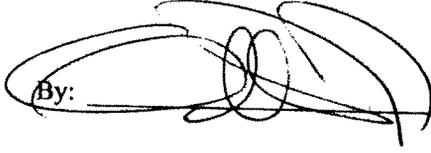
By _____

By _____



Contract Control Number: RC7A004

Vendor Name: VERIZON WIRELESS (VAW), LLC d/b/a Verizon Wireless

By:  10/17/11

Name: Walter L. Jones, Jr.

Title: Area Vice President, Network

ATTEST: [if required]

By: Trisha Villalta

Name: Trisha Villalta
(please print)

Title: Real Estate Analyst
(please print)

