

SECOND AMENDATORY AGREEMENT

THIS SECOND 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, LLC**, a Delaware limited liability company (formerly a 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 previously entered into an Agreement dated August 7, 2007, as amended December 15, 2014 (collectively the "Agreement") relating to a license to operate a distributed antenna system and associated radio frequency equipment; and

WHEREAS, the parties have determined to upgrade the existing distributed antenna system with an Enhancement Project;

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

1. The additional Scope of Work is attached hereto and incorporated herein as **Exhibit F** and all references to the Scope of Work or to Exhibit B or to Exhibit A of the Amendatory Agreement are hereby amended to include Exhibit F, as applicable from the date of this Second Amendatory Agreement.

2. Paragraph 1.02 of the Agreement, entitled "Permitted Use," is amended to read as follows:

1.02 Permitted Use. The Licensed Property (or "Property") shall be used for the installation, maintenance, alteration, repair, replacement, operation, and removal of a Distributed Antenna System as described in Exhibit A to the Amendatory Agreement and the Enhancement Project as described in **Exhibit F** hereto, (collectively "DAS") and associated radio frequency (RF) equipment inside the Colorado Convention Center ("CCC"). Licensee may use the Licensed Property only for the uses set forth in this Agreement and consistent with Exhibit C (Minimum Technical Standards). Licensee may elect to install a rooftop cell site in addition to the DAS subject to City's prior written approval and subject to additional License Fee(s) as set forth in this Agreement.

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

Operation in the 902-928 MHz, 2.4-2.4835 GHz, 5-6 GHz, or any other unlicensed radio band (as defined by the FCC) is prohibited.

In the event that the Licensee acquires additional FCC licenses and wishes to add new frequencies to the DAS, the Licensee shall submit a request in writing to add new frequencies and will submit proof of FCC license. The City will request Council approve an amendment to this agreement after due diligence allowing the new frequencies to be added to the DAS system. Any new frequencies proposed for the DAS system are subject to paragraph 5.02 of this document. This requirement does not apply to the outdoor antenna system if the Licensee has elected that option as part of this agreement.

3. A new Paragraph 10.14 of the Agreement, entitled “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**,” is added to read as follows:

10.14. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

Remainder of page left intentionally 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: THTRS-RC7A006-02

Contractor Name: Sprint Communications Company L.P.

By:  _____

Name: _____
(please print)

Fredrick Espinosa II
Manager In-building West Region

11/9/18

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT F

Enhancement Project.

Licensee will, through its contractor, upgrade its DAS system to support Current Technology. This work (the "Enhancement Project") is described herein. 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 \$ 2,500.00, to be paid to the City prior to the commencement of the Enhancement Project. All terms 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.
- 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.
- 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.
- 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.