

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 **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company whose address is 575 Morosgo Drive, Suite 13-F West Tower, Atlanta, GA 30324 (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, and to change Licensee’s address for notice;

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):

- Cellular A Band: 824-835, **845-846.5**, 869-880, **890-891.5** MHz.
- PCS C5 Block: 1905-1910, 1985-1990 MHz
- PCS A5 Block: 1860-1865, 1940-1945 MHz**
- 700 MHz Lower B: 704-710, 734-740 MHz**
- 700 MHz Lower C: 710-716, 740-746 MHz**
- PCS D Block: 1865-1870, 1945-1950 MHz**
- AWS D Block: 1735-1740, 2135-2140 MHz**

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

2. License Fees. Effective on the date Licensee is issued a Notice to Proceed for the Enhancement Project (as hereafter defined), Section 3.01 of the Agreement, entitled “**License Fees**,” is hereby amended so that the following fee schedule shall apply:

Base fee for DAS	\$4,350 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)

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.

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 a Development fee to manage the Enhancement Project, in the amount of \$10,650.00, to be paid prior to the commencement of the Enhancement Project. 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 sections summarized below for emphasis:

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. Licensee must 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, Licensee 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 the Enhancement Project construction activities begin. (4.03 and 4.04)

4. Notices. Licensee's notice addresses as set forth in Section 10.06 are hereby deleted in their entirety and replaced with the following:

Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Site name: Colorado Convention Center (CO)
Fixed Asset # 10101651
575 Morosgo Drive
Suite 13-F West Tower
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Site name: Colorado Convention Center (CO)
Fixed Asset # 10101651
208 S. Akard Street
Dallas, TX 75202-4206

5. 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:

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-RC7A005-01

Contractor Name: CINGULAR WIRELESS

By:  _____

Name: Jon Morris
(please print)

Title: Director
(please print)

ATTEST: [if required]

By:  _____

Name: Eriisa Besta 3/25/2014
(please print)

Title: Project Manager
(please print)



EXHIBIT A

Colorado Convention Center – AT&T Statement of Work for LTE upgrade to DAS. The Enhancement Project will be performed in compliance with the plans prepared by Centerline Solutions, Project #16540, and on file with the City’s Project Manager SMG (the “Plans”).

Head end equipment room - The current head end space is adequate and will support additional equipment required for AT&T’s LTE upgrade of the system. Existing equipment for older technologies will be removed, new racks will be added, and the current racks re-configured (Sheet A-1 of the Plans drawings).

Fiber Routing plans for the Exhibit Hall, Street, Mezzanine and Lower levels are shown on Sheets A4-A7 of the Plans.

Antennas & IDF Closets - AT&T currently has equipment in six (6) IDF closets (S1, B2, E4, E1, TX4, TX7). Equipment will be removed from TX4 and TX 7 and new IDF closets to be used are S3, L1, and X5 for a net total of seven (7). Antennas will be replaced and new antennas added in some locations as shown in the attached drawings. An antenna schedule depicting type of antennas to be installed is shown on the Plans, Sheet A26.