

**FIRST AMENDMENT TO LICENSE AGREEMENT  
BETWEEN WILTEL COMMUNICATIONS, LLC AND  
THE CITY OF TEMPE FOR THE CONTINUED  
USE OF THE CITY'S RIGHTS-OF-WAY  
TO PROVIDE INTERSTATE COMMUNICATION SERVICES**

C2005-281A

This First Amendment to Agreement Co. C2005-281 ("Agreement") is between Level 3 Communications, LLC, ("Level 3") successor in interest to WilTel Communications, Inc. ("WilTel") and the City of Tempe, an Arizona municipal corporation ("City"). The above referenced original Agreement shall be deemed amended as follows:

WHEREAS, WilTel's current telecommunications license with the City will expire on December 14, 2010; and

WHEREAS, Level 3 now owns WilTel Communications, Inc.; and

WHEREAS, Level 3 currently has a telecommunications license with the City that will expire on June 25, 2011; and

WHEREAS, the parties desire that WilTel's existing Agreement's term be extended to June 25, 2011 at which point WilTel's infrastructure will be included in the new Level 3 license agreement with the City;

NOW THEREFORE, the City and Level 3 agree to amend the Agreement as follows:

**I. Section 3. License Term is hereby amended to add the following sentence:**

The term shall be extended from December 14, 2010 until June 25, 2011.

**II. Section 4. Compensation is hereby amended as follows:**

**4.2 is amended by replacing the last two sentences with the following:**

The fee for right-of-way occupied is \$ 1.88 per linear foot.

**4.3 is amended in its entirety by deleting the existing language and substituting the following sentence:**

For this License, the parties agree that the annual footage fee for this License is \$ 1,261.48, which is based upon 671 linear feet. Level 3 will pay a pro-rated fee of \$ 683.30 for this extended term.

**4.5 is amended with the following updated information:**

Checks should reference the contract number and be sent to:

City of Tempe  
Telecom Policy Administrator  
IT - Administration  
120 E. 5<sup>th</sup> St.  
Tempe, AZ 85281

**III. Section 32. Notices is amended with the following updated information:**

To: Level 3 Communications LLC  
NIS, Contracts Manager  
1025 Eldorado Blvd.  
Broomfield, CO 80021

With a copy to: General Counsel at the same address

**IV. No Other Amendments.** Except as provided in this First Amendment, the Agreement is unmodified and remains in full force and effect.

This First Amendment is hereby executed this \_\_\_\_ day of December 2010.

**CITY OF TEMPE**

An Arizona Municipal Corporation

\_\_\_\_\_  
Mayor

**LEVEL 3 COMMUNICATIONS,  
LLC**

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

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney