

**FOURTH AMENDMENT TO LICENSE AGREEMENT**

This Fourth Amendment to License Agreement ("Fourth Amendment"), being made this 9<sup>th</sup> day of November, 2012, between **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter designated as the "COUNTY") and **APC REALTY AND EQUIPMENT COMPANY, LLC** with a principal mailing address at 6391 Sprint Parkway, MailStop: KSOPHT0101-Z2650, Overland Park, Kansas 66251 (hereinafter designated as the "LICENSEE"). (LICENSEE and COUNTY, together, the "PARTIES".)

**WHEREAS**, the COUNTY and LICENSEE entered into a License Agreement dated November 25, 1996, for property located at 12100 Darnestown Road, Rockville, Maryland (the "Agreement"); and

**WHEREAS**, the COUNTY and LICENSEE entered into an Amendment to License Agreement dated June 18, 2002 (the "First Amendment");

**WHEREAS**, the COUNTY and LICENSEE entered into a Second Amendment to License Agreement dated January 9, 2007 (the "Second Amendment");

**WHEREAS**, the COUNTY and LICENSEE entered into a Third Amendment to License Agreement dated September 30, 2011 (the "Third Amendment");

**WHEREAS**, a copy of the Agreement, First Amendment, Second Amendment, and Third Amendment is attached hereto and made a part hereof; and

**WHEREAS**, the LICENSEE desires to install new fiber optic cable from a point outside the Property to serve the LICENSEE's Equipment located within the Premises.

**NOW THEREFORE**, in consideration of the premises and intending to be legally bound hereby, the PARTIES hereto agree to the following changes and modifications to the Agreement.

1. The COUNTY hereby consents to the installation, operation, and maintenance by LICENSEE, at LICENSEE's sole cost and expense, of fiber optic cable and other equipment ("Fiber Installation") at the Property.
2. The LICENSEE agrees to pay the COUNTY a one-time fee of Three Thousand and 00/100 Dollars (\$3,000.00) due and payable upon full execution of the Fourth Amendment.
3. The Fiber Installation will be in substantial conformance with the Sprint AAV Design

for Rockville Fire Station #31 attached hereto and made a part hereof as Exhibit A. The County will not be responsible for any cost or expense associated with the Fiber Installation.

4. LICENSEE shall coordinate the Fiber Installation with the Station Commander of Fire Station 31. LICENSEE shall not interfere with COUNTY's activities at the Property.
5. LICENSEE shall repair any damage to the Property caused by the installation, operation, maintenance, or removal of the Fiber Installation during the Term of the License Agreement which shall include restoration of the Property to its prior condition.
6. LICENSEE agrees to comply with all applicable laws and obtain any necessary permits.
7. LICENSEE shall indemnify, hold harmless and defend the County from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees, arising from or out of the installation, operation, maintenance, or removal by LICENSEE of the Fiber Installation, except to the extent caused by the gross negligence or willful misconduct of the County, its employees, agents, or contractors.
8. Neither party shall be liable to the other party for any lost profits, special, incidental, punitive, exemplary or consequential damages.
9. Any obligation or liability of the County arising in any way from this Fourth Amendment is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in Maryland law, as amended.
10. Upon one hundred twenty (120) days advanced notice, LICENSEE agrees to relocate all or part of the Fiber Installation, at its expense, in the event the COUNTY needs use of the Property for redevelopment or other governmental use.

Except as modified herein, all other terms and conditions of the Agreement will remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and affixed their respective seals the day and year above written.

LICENSEE:  
APC REALTY AND EQUIPMENT COMPANY, LLC

*R*  
Witness *Rosene Booker*

BY: *Nathan Olson*  
Name: ~~Nathan Olson~~  
Title: ~~Authorized Representative~~  
Matthew Bell

Date: Manager Real Estate  
*11 / 6 / 2012*

COUNTY:  
MONTGOMERY COUNTY, MARYLAND

*Julie L. White*  
Witness

By: *Ramona Bell-Pearson*  
Name: Ramona Bell-Pearson  
Title: Assistant Chief Administration Officer

Date: *11/9/12*

APPROVED AS TO FORM AND  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

RECOMMENDED BY:

By: *Alexandra Thompson*  
Associate County Attorney

By: *Cynthia Brennan*  
Cynthia Brennan, Director  
Office of Real Estate

Date: *9/13/12*

Date: *9/11/12*