

SIXTH AMENDMENT TO LICENSE AGREEMENT

This Sixth Amendment to License Agreement ("Sixth Amendment"), being made this 30 day of July, 2014, between **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter designated as the "COUNTY") and **CELLCO PARTNERSHIP d/b/a Verizon Wireless**, a Delaware general partnership with principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (hereinafter designated as the "LICENSEE"). (LICENSEE and COUNTY, together, the "PARTIES".)

WHEREAS, the COUNTY and Washington D.C. SMSA Limited Partnership entered into a License Agreement dated February 19, 1997 for property located at 12100 Darnestown Road, Gaithersburg, Maryland (the "Agreement"), an Amendment to License Agreement dated February 25, 2002 (the "First Amendment"), a Second Amendment to License Agreement dated August 26, 2003 (the "Second Amendment"), a Third Amendment to License Agreement dated November 21, 2006 (the "Third Amendment"), a Fourth Amendment to License Agreement dated September 17, 2009 (the "Fourth Amendment"), and a Fifth Amendment dated October 6, 2011 (the "Fifth Amendment") (the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Agreement hereafter referred to as the "License"); and

WHEREAS, LICENSEE herein is the successor in interest to Washington D.C. SMSA Limited Partnership; and

WHEREAS, the PARTIES desire to amend the License to change the equipment configuration at the subject property, remove certain equipment, adjust the license fee, and modify the indemnification language, pursuant to the terms of this Sixth Amendment.

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 License.

1. The PARTIES hereby agree to amend the License by deleting Exhibit B to the Fifth Amendment, and replacing said Exhibit with Exhibit B (Revised 2013), which is attached hereto and incorporated by reference.
2. The PARTIES hereby agree that LICENSEE may remove two (2) twenty-four inch microwave dishes and associated cables at the one hundred forty (140) foot to one hundred forty-five (145) foot level that were abandoned by FiberTower.
3. The PARTIES hereby agree that the monthly license fee shall increase by One Hundred Fifty Dollars (\$150.00) per month on July 1, 2014 to Three Thousand Two Hundred Four and 57/100 (\$3,204.47).
4. Paragraph 7 of the License is hereby deleted and the following new Paragraph 7 is substituted:

“7. Except to the extent caused by the intentional misconduct of the COUNTY, its agents, employees or contractors, LICENSEE hereby agrees, covenants, and warrants to protect, indemnify, and hold COUNTY and its respective officers, members, employees, agents and invitees (the “Indemnified Parties”) harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and reasonable attorneys’ fees, and the cost of the defense of the Indemnified Parties in any suit, including appeals, arising out of (i) construction work and alterations and related activities undertaken by LICENSEE pursuant to this License, (ii) the negligence or willful misconduct of LICENSEE, or its agents, employees, contractors and invitees on or about the subject property, (iii) the use or occupancy of the subject property by the LICENSEE or its agents, employees or contractors, (iv) any breach by LICENSEE, or anyone acting through or on behalf of LICENSEE of any of its obligations hereunder, (v) damages, including consequential damages from an occurrence involving either bodily injury or property damage, caused by LICENSEE, (vi) the removal of the FiberTower facilities, and (vii) damages, including consequential damages, sustained by any third party, resulting from the failure of the monopole or its foundation located at the subject property caused by the installation of equipment described in the attached Exhibit B (Revised 2013).”

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

[Signatures follow on page 3]

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

LICENSOR:
MONTGOMERY COUNTY, MARYLAND

WITNESS:

By: Julie L White
Name:

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

Date: 7/30/14

LICENSEE:
CELLCO PARTNERSHIP d/b/a Verizon Wireless

WITNESS:

By: Diane Thompson
Name:

BY: [Signature]
Name: David R. Heverling
Title: Area Vice President Network

Date: 6 30 14

Approved for legal form and legality:
Office of the County Attorney

By: Clifford L. Reynolds
Name:
Assistant/Associate County Attorney

RECOMMENDED BY:

By: Cynthia Brennan
Name: Cynthia Brennan
Title: Director, Office of Real Estate

Date: 7/25/14

Date: 7/15/14

EXHIBIT B (Revised 2013)

LICENSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

Number of Antennas:	Twelve (12) panel antennas Two (2) GPS antenna
Weight and Height of Antennas:	Six (6) at 20.3 lbs., 48.4" tall Three (3) at 17 lbs., 71" tall Three (3) at 17 lbs., 96" tall
Remote Radio Heads	Six (6) at 60 lbs., 37" tall (shared mounts with antennas)
Number, diameter and length of transmission lines:	(all approximately 200' long) Twelve (12) 1-5/8" coaxial cables Two (2) 7/8" cable for GPS One (1) 1-5/8" hybrid cable
Diplexers:	Six (6)
Distribution Box:	One (1) 26 lbs.
Height of antennas on monopole:	103'
Tower Leg:	N/A
Direction of Radiation:	Sectored, 4° - 124° - 244°

EQUIPMENT BUILDING INFORMATION

Equipment Building:	12' x 30' Modular Building
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