

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 26th day of October, 2016, by and between MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter referred to as the "COUNTY"), and T-MOBILE NORTHEAST LLC, a Delaware limited liability company, with its principle office located at 12920 SE 38th Street, Bellevue, WA 98006 (hereafter referred to as "LICENSEE") (the LICENSEE and the COUNTY together the "Parties").

WITNESSETH

In consideration of the fees herein after reserved and other good and valuable covenants and obligations as hereinafter contained, the Parties agree as follows:

1. (a) COUNTY hereby grants to LICENSEE a non-exclusive license to occupy and use, subject to all of the terms and conditions herein, space for communications equipment listed in **Exhibit A** ("Equipment") to be installed on and around the tower ("Tower"), subject to COUNTY'S prior approval, located on the COUNTY'S property at 12100 Darnestown Road, Gaithersburg, MD 20878, known as Firehouse 31, as more particularly described on **Exhibit B** attached hereto and made part hereof ("Property"). The location of Licensee's Equipment on and around the Tower is generally described as the licensed premises ("Licensed Premises"), as shown in **Exhibit C**, attached hereto and made a part hereof. LICENSEE shall also have the right to install utilities, at LICENSEE'S expense, and to improve the present utilities on the Property. Except for exchanges of like-kind equipment, no variation will be permitted without the prior written consent of the COUNTY. COUNTY hereby waives any and all lien rights it may have concerning the Equipment. LICENSEE shall have the right of reasonable ingress and egress, to install and maintain utility wires, cables, conduits, circuit boxes, switches, amplifiers, antennas or other accessories and appurtenances for use of its Equipment, subject to the restrictions in this paragraph. LICENSEE, its employees, agents, independent contractors and subcontractors shall be entitled to access the Equipment and the Licensed Premises during normal business hours (9:00 A.M. to 5:00 P.M., Monday through Friday) and, in the event of an emergency twenty-four (24) hours a day, seven (7) days a week, provided that in all instances LICENSEE shall notify the COUNTY prior to its arrival by contacting COUNTY'S Real Estate Specialist, Thomas Williamson, at 240-777-6076 and shall check-in at the Firehouse with the maintenance representative upon its arrival. LICENSEE shall comply with all of County's security procedures. COUNTY must provide the LICENSEE with a written copy of security procedures not later than ten (10) days after executing this Agreement.

(b) During the term of this Agreement and any extensions, COUNTY and the LICENSEE acknowledge that as a result of improvements, renovations, demolitions, expansions and other changes at the Property, relocation of some or all of LICENSEE'S equipment may be required, so long as such relocation does not interfere with or alter the quality of services provided by the Equipment and all costs for the relocation are paid by the COUNTY. COUNTY shall give the LICENSEE reasonable written notice of any required equipment removal and relocation. The LICENSEE shall remove and relocate any such equipment within thirty (30) days of such written notice.

(c) At LICENSEE'S sole cost and expense and with minimal disruption to COUNTY, LICENSEE may install, erect, maintain and operate the Equipment and supporting accessories thereto on the Licensed Premises. In connection therewith, the LICENSEE may complete all work necessary to prepare the Licensed Premises for operation of the Equipment, including but not limited to installation of antennas, amplifiers, cables, and appurtenances. Notwithstanding affixation to the Licensed Premises, title to the Equipment and all accessories and appurtenances associated therewith installed by LICENSEE shall remain property of the LICENSEE. The LICENSEE may remove all or part of the Equipment at its sole expense on or before the expiration or earlier termination of this Agreement and shall make any necessary repairs to the Licensed Premises, normal wear and tear excepted, necessitated by such removal. LICENSEE shall be responsible for all utilities charges for electricity, or any other utility service used by LICENSEE on the Licensed Premises.

2. (a) This Agreement shall be for the term of five (5) years ("Initial Term") commencing on the date (the "Commencement Date") upon which installation work begins.

(b) This Agreement may be renewed by the mutual written agreement of the COUNTY and the LICENSEE for five (5) additional five (5) year terms ("Renewal Terms"), provided that LICENSEE has provided COUNTY written notice of its intent to renew at least one hundred eighty (180) days prior to the end of the Initial Term or the then current Renewal Term and the Parties hereto reach an agreement prior to the end of the Initial Term or the then current Renewal Term on the terms of this Agreement for the next five (5) year term. The COUNTY and the LICENSEE shall execute a letter of agreement stating the Commencement Date of the Initial Term and any Renewal Term.

(c) The monthly license fee ("License Fee") for the initial year of the Initial Term shall be Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00). The License Fee will increase by 3% for each year in the term, including Renewal Terms. A 5% late fee will be charged for License Fees that arrive after the tenth (10th) of the month.

3. Upon the expiration or earlier termination of this Agreement, the LICENSEE shall, within ninety (90) days of such expiration or termination, remove all of its Equipment and facilities from the Property and the Licensed Premises. If the LICENSEE fails to remove its Equipment from the Property or the Licensed Premises within the period specified herein, the COUNTY may remove the equipment upon written notice to the LICENSEE provided that the LICENSEE has not removed its equipment within thirty (30) days of such notice, and charge the LICENSEE for the cost of such removal with no liability of the COUNTY to turn over such Equipment and facilities to the LICENSEE.

4. The LICENSEE shall use the Licensed Premises for the purpose of transmission and reception of radio communication signals for its telecommunications business. All work on the Licensed Premises and improvements thereto, including the plans and specifications for such work, shall be at LICENSEE'S expense, and, except for exchanges of like-kind equipment, shall be subject to prior written review and approval of the COUNTY, which shall not be unreasonably

conditioned, withheld, denied or delayed. The LICENSEE will maintain the Licensed Premises in good condition. It is understood and agreed that the LICENSEE'S ability to use the Licensed Premises is contingent upon its obtaining after the execution date of this Agreement and maintaining throughout the term of this Agreement all certificates, permits, and any other approvals ("Approvals") required by any federal, state, or local authorities. In the event that any such application should be finally rejected or any Approval is canceled, expires, lapses or is otherwise withdrawn or terminated by government authority, or; if the LICENSEE in its sole discretion determines that it will be unable to use the Licensed Premises for its intended purposes due to technological reasons, the LICENSEE shall have the right to terminate this Agreement. Notice of the LICENSEE'S exercise of its right to terminate, shall be given to COUNTY in writing by certified mail, return receipt requested. The LICENSEE represents and warrants that all information furnished COUNTY required herein including all data contained in specification sheets shall be of sufficient detail to afford any tenant, future tenant, or licensee adequate information to ensure that any tenant or licensee avoids interference with LICENSEE'S equipment. COUNTY reserves the right to require the LICENSEE to make necessary adjustments to its equipment in the event LICENSEE'S equipment creates a material restriction in COUNTY'S ability to enter into agreements with tenants, potential tenants or licensees, so long as such adjustment does not interfere with or alter the quality of services provided by the Equipment and all costs of any such adjustment are paid by COUNTY.

5. LICENSEE INDEMNIFICATION:

Except to the extent caused by the negligence or intentional misconduct of COUNTY or its employees, 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 Agreement, (ii) the negligence or willful misconduct of LICENSEE, or its agents, employees, contractors and invitees on or about the Property, (iii) the use or occupancy of the 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, and (v) damages, including consequential damages from an occurrence involving either bodily injury or property damage, caused by LICENSEE.

6. LICENSEE INSURANCE:

Commencing on the date upon which COUNTY delivers the Premises to LICENSEE and at all times thereafter, LICENSEE shall cause to be carried and maintained, at no cost to COUNTY, the insurance coverages attached hereto as **Exhibit D**. COUNTY may reasonably change the types of required coverages from time to time as circumstances and changes in use of the Property warrant.

7. COUNTY LIABILITY:

Any obligation or liability of the COUNTY arising in any way from this Agreement 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 the Maryland Local Government Tort Claims Act, currently found at Maryland Code Annotated, Courts & Judicial Proceedings Art. §§5-301 et seq. (the

“LGTCA”). Any indemnification given by the County in this Agreement is not intended to create any rights in any third parties.

8. COUNTY INSURANCE:

The COUNTY shall maintain during the term of this Agreement and until all of the COUNTY’S obligations which survive termination of this Agreement have been completed, a policy of public liability and property damage insurance as per §§ 20-37 of the Montgomery County Code, (2004), as amended, which regulates the Montgomery County Self-Insurance Program. Montgomery County may self-insure. The COUNTY shall evidence limits of insurability for general liability coverage in amounts of **\$800,000 aggregate and \$400,000 each occurrence, and \$30,000 per person, \$60,000 per accident for bodily injury and \$15,000 for property damage for automobile** liability and State of Maryland statutory limits for workman’s compensation. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the LGTCA, Md. Ann. Code §§ 5-301, et seq.

9. The LICENSEE, upon the expiration and termination of this Agreement, either by lapse of time or otherwise, shall peaceably surrender to COUNTY the Property and Licensed Premises in the same condition as when the Property and Licensed Premises were delivered to the LICENSEE, normal wear and tear and casualty excepted.

10. It is agreed and understood that this Agreement contains all agreements, promises, and understandings between COUNTY and LICENSEE, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

11. This Agreement and the performances thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maryland.

12. ASSIGNMENT:

(a) Under Common Control: LICENSEE may assign, without consent, its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. Assignee shall assume all of LICENSEE’S obligations herein. LICENSEE shall immediately provide written notification to COUNTY of any assignment as defined in this Paragraph 12(a).

(b) Assignment Requiring Consent: Licensee shall not assign this Agreement without the prior written consent of the COUNTY to an assignee not meeting the criteria of Article 12(a), which consent shall not be unreasonably conditioned, withheld or delayed. Any assignment consented to by the COUNTY shall not relieve the Licensee from any of its obligations under this Agreement, and such consent by the COUNTY shall not be effective unless and until (i) Licensee gives written notice thereof to the COUNTY, which notice shall state the name and address of the proposed assignee, and identify the nature and character of the proposed use of the Licensed Premises by assignee, (ii) such assignee shall deliver to the COUNTY a written agreement in form and substance satisfactory to the COUNTY pursuant to which such assignee assumes all of the obligations and liabilities of the Licensee hereunder, and (iii) Licensee shall deliver to the COUNTY a copy of the proposed assignment agreement. Licensee shall also provide any

additional information the County reasonably requests regarding such proposed assignment. Any assignment without the COUNTY'S written consent may be declared null and void by the COUNTY and, at the COUNTY'S election, constitute an Event of Default hereunder.

(c) Other Transfer: This Agreement may not be sold or transferred and the LICENSEE shall not sublet or permit any other party to use the Licensed Premises or Property or any of the LICENSEE'S Equipment on the Property.

13. All notices hereunder must be in writing and shall be deemed validly given if hand delivered to the other party, delivered by a nationally recognized overnight carrier or if sent by certified mail, return receipt requested, addressed as follows (or such other address as the party to be notified has designated to the sender by like notice):

LICENSEE:

T-Mobile Northeast LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Mgmt/Site 7WAN074A

COUNTY:

Montgomery County, Maryland
Department of General Services.
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850

With a copy that does not constitute notice to:

Office of the County Attorney for
Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: DGS Attorney

14. It is expressly understood that the COUNTY shall not be construed or held to be a partner, co-venturer, agent or associate of the LICENSEE; it being expressly understood that the relationship between the Parties hereto is and shall remain at all time that of the COUNTY and LICENSEE.

15. The LICENSEE shall operate its Equipment at all times in a manner that will not interfere with radio and/or electrical equipment of any existing tenant or licensee of the Property as of the date this Agreement is executed. If any such interference occurs, in the reasonable assessment of the COUNTY, based upon verifiable data or testing, and is not corrected by the LICENSEE within forty-eight (48) hours after written notification, the COUNTY shall have the right to require the LICENSEE to shut down and repair the LICENSEE'S Equipment, except for brief tests (not to exceed 5-10 minutes every hour) to eliminate such interference. The COUNTY shall not be held responsible for any interference to the LICENSEE'S Equipment or operations, provided the COUNTY exercises due care and otherwise complies with this Agreement. Similarly, COUNTY agrees that after execution of this Agreement, any tenants or licensees of the Property will be permitted to install such radio equipment that is of the type and frequency that will not

cause interference to the COUNTY or LICENSEE. In the event future equipment of any tenants or licensees of the Property causes interference to the COUNTY or LICENSEE and is not corrected by the interfering party within twenty-four (24) hours of notification, the COUNTY shall require the interfering party to immediately shut down the interfering equipment until the interference is corrected, except for intermittent testing.

16. Either Party shall be considered in default of Agreement upon the occurrence of any of the following:

(a) Failure to perform any term, covenant or condition of this Agreement and the continuance thereof for fifteen (15) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money or for fifteen (15) days following receipt of written notice from the non-defaulting party specifying said failure with respect to a default which may not be cured solely by the payment of money. In either event, the non-defaulting Party may pursue any remedies available to it against the defaulting party under applicable law, including but not limited to, the right to terminate this Agreement.

(b) If the non-monetary default may not reasonably be cured within a fifteen (15) day period, this Agreement may not be terminated if the defaulting Party commences action to cure the default within such fifteen (15) day period and proceeds with due diligence to fully cure the default.

(c) In the event that the LICENSEE shall be found in default and shall fail to cure such default after notice given as set forth hereinabove, then the LICENSEE'S right to the Licensed Premises shall automatically be revoked.

17. LICENSEE warrants and represents that it will be solely liable for the clean-up and removal of hazardous substances that it generates, or causes to be placed on the Property and Licensed Premises as required by law. COUNTY represents that to its knowledge, the Property and Licensed Premises are free from any unlawful environmental contamination as of the date of execution of this License.

18. COUNTY covenants and warrants that: (a) COUNTY has full right, power and authority to execute and perform this Agreement and to grant LICENSEE the interest contemplated under this Agreement; (b) COUNTY has good and unencumbered title to the Property, free and clear of any liens or mortgages which shall interfere with LICENSEE'S Agreement or any rights to or use of the Licensed Premises; (c) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on COUNTY; (d) LICENSEE'S use and quiet enjoyment of the Licensed Premises shall not be disturbed; and (e) COUNTY shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, any support structure owned by COUNTY, landscaping and common areas.

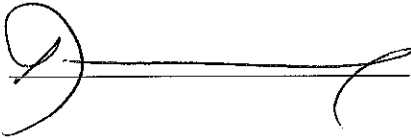
19. This Agreement and all rights and obligations hereunder may be terminated by the COUNTY, for any reason, at any time with no cost to the COUNTY, whenever the Chief

Administrative Officer shall determine that termination of this Agreement is in the best interest of the COUNTY. Such termination shall be effective to LICENSEE on the later to occur of (i) one hundred eighty (180) days after delivery to LICENSEE of written notice, or (ii) the date specified in the written notice as the termination date. Notwithstanding the foregoing, in the event of an emergency, as determined in COUNTY's reasonable discretion, COUNTY may terminate this Agreement immediately upon written notice to LICENSEE.


SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have set their hand and affixed their respective seals the day and year first above written.

WITNESS:

By: 

LICENSEE:
T-Mobile Northeast LLC

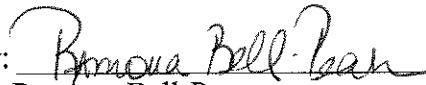
By: 
Title: Kevin Forshee
Area Director

Date: 8-18-16

WITNESS:

By: _____

COUNTY:
Montgomery County, Maryland

By: 
Ramona Bell-Pearson
Assistant Chief Administrative Officer

Date: 10/26/16

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

By: 
Associate County Attorney

Recommended:

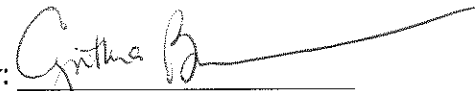
By: 
Cynthia Brenneman, Director
Office of Real Estate

EXHIBIT A

COMMUNICATIONS EQUIPMENT DESCRIPTION

<u>Item</u>	<u>Description</u>	<u>Quantity</u>
Antennas	Up to 96" and 135 lbs.	Up to 9
RRUs	Up to 60 lbs.	Up to 3
TMA's	Up to 15 lbs.	Up to 6
Lines	Up to 1-5/8"	Up to 19
Cabinets		Up to 3

Also, miscellaneous accessories and hardware necessary for installation of equipment.

EXHIBIT B

PROPERTY

Owner Name: Montgomery County, Maryland

Tax Account Number: 06-00396831

Premises Address: 12100 Darnestown Road, Gaithersburg,
Montgomery County, MD 20878, known as Firehouse 31

Deed References: Liber 7468, Folio 207

Legal Description: See attached.

ATTACHED TO AND MADE PART OF DEED DATED DECEMBER 23, 1974,
 BY AND BETWEEN RICHARD E. WARD, GRANTOR AND MONTGOMERY
 COUNTY, MARYLAND, GRANTEE

SCHEDULE "A"

Being a piece or parcel of land lying, situate and being in Darnestown Election District No. 6, Montgomery County, Maryland, said piece or parcel of land being all of that tract of land conveyed by Lee G. Lovett and John K. Papajohn to Richard E. Ward and Ward Retirement Trust, Tenants in Common, by deed dated December 23, 1974 and recorded among the Land Records of Montgomery County, Maryland in Liber 4605, at Folio 003, and all of that tract of land conveyed by Lee G. Lovett and John K. Papajohn to Richard E. Ward and Ward Retirement Trust, tenants in common, by deed dated December 23, 1974 and recorded among the Land Records of Montgomery County, Maryland in Liber 4605, at Folio 005, and being more particularly described as follows:

BEGINNING for the aforesaid piece or parcel of land at an iron pipe found at the beginning of the first or North 17 degrees 00 minutes 00 seconds East, 778.92 foot line of the aforesaid Liber 4605, Folio 003; thence running with the first and second line of the aforesaid Liber 4605, Folio 003 in the meridian of the Washington Suburban Sanitary Commission

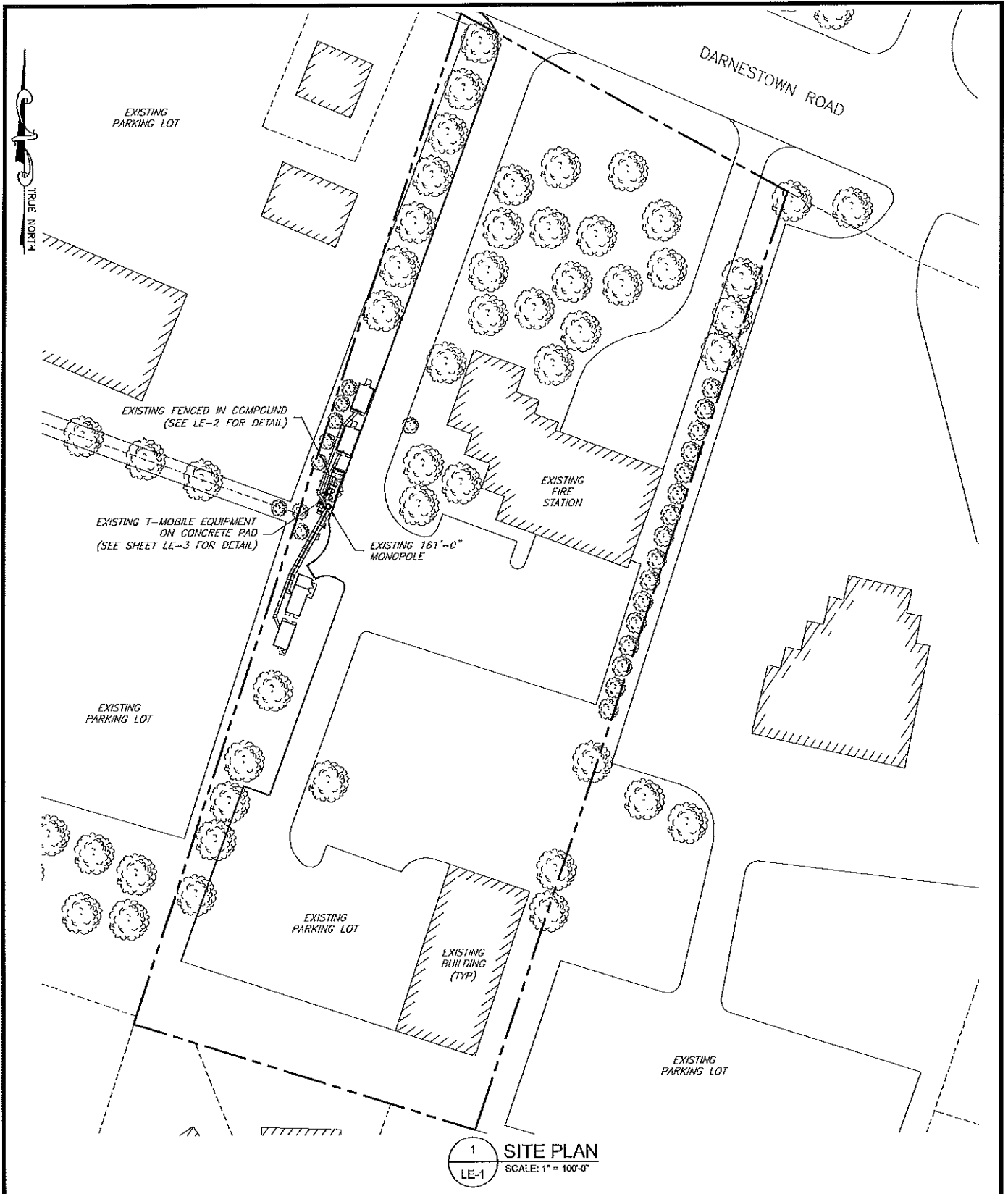
- 1) North 18 degrees 29 minutes 50 seconds East, 770.92 feet to a point; thence
- 2) South 61 degrees 54 minutes 10 seconds East, 173.43 feet to a point at the beginning of the first or South 63 degrees 24 minutes East, 101.42 foot line of the aforesaid Liber 4605, Folio 005; thence running with the aforesaid first line;
- 3) South 61 degrees 54 minutes 10 seconds East, 101.42 feet to a point; thence running with the second line of the aforesaid Liber 4605, Folio 005, and with the land of now or formerly of C. G. Bland (Liber 852, Folio 216);
- 4) South 18 degrees 29 minutes 50 seconds West, 733.09 feet to an iron pipe found at the end of 323.03 feet on the fourth line of that tract of land conveyed by Boyd R. Read and Elizabeth R. Read, his wife, to Clifford C. Bland and Martha E. Bland by deed dated October 15, 1941 as recorded among the aforesaid Land Records in Liber 852, Folio 216; thence running with part of the aforesaid fourth line and with the third line of the aforesaid Liber 4605, Folio 005;
- 5) North 71 degrees 30 minutes 10 seconds West, 100.00 feet to a point at the beginning of the fourth or North 73 degrees 00 minutes 00 seconds West, 171.00 foot line of the aforesaid Liber 4605, Folio 003; thence running with the fourth line of the aforesaid Liber 4605, Folio 003;
- 6) North 71 degrees 30 minutes 10 seconds West, 171.00 feet to the point of beginning, containing 204879 square feet, or 4.7034 acres of land.

SUBJECT TO any and all easements, rights-of-way or covenants of record or imposed by law.
 According to a description prepared by Ridde Consultants, Inc., dated November 11, 1986.

LEWIS & CLARK
 FUGO & KIMMEL
 REAL ESTATE
 15 HICKORY HILL
 ANNAPOLIS, MARYLAND 21403

EXHIBIT C

LICENSED PREMISES



1 SITE PLAN
LE-1 SCALE: 1" = 100'-0"

NB+C
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
6095 MARSHALLEE DRIVE, SUITE 500
ELK RIDGE, MD 21075
(410) 712-7692

T-Mobile

T-MOBILE NORTHEAST LLC

12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705
OFFICE: (240) 264-8600
FAX: (240) 264-8610

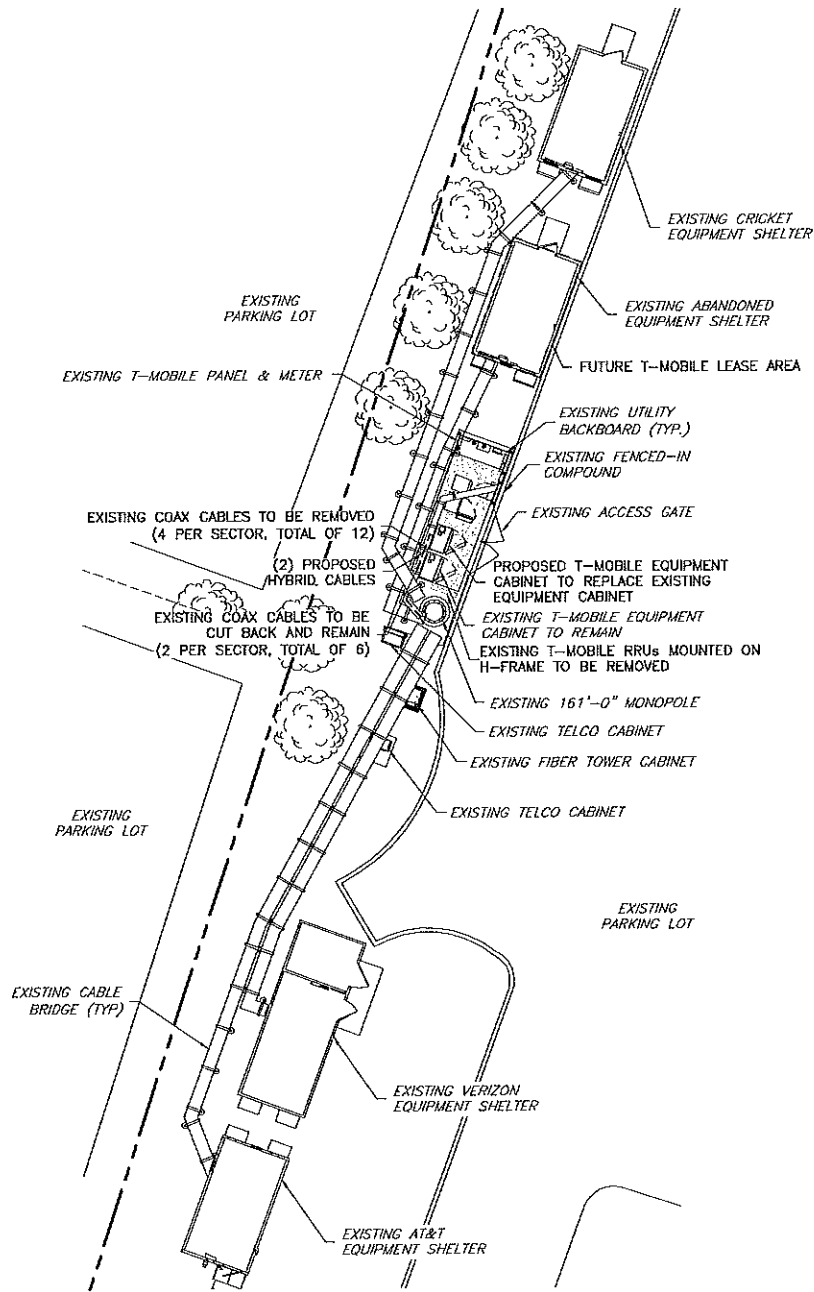
7WAN074A
12100 DARNSTOWN RD
ROCKVILLE, MD 20878
LATITUDE: 39.11765
LONGITUDE: -77.25699

SUBMITTALS

A	05/19/16
B	05/31/16
C	06/15/16



Exhibit C (2 of 4)



1 COMPOUND PLAN
SCALE: 1" = 30'-0"

NB+C
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
6095 MARSHALEE DRIVE, SUITE 300
ELK RIDGE, MD 21075
(410) 712-7092

T-Mobile

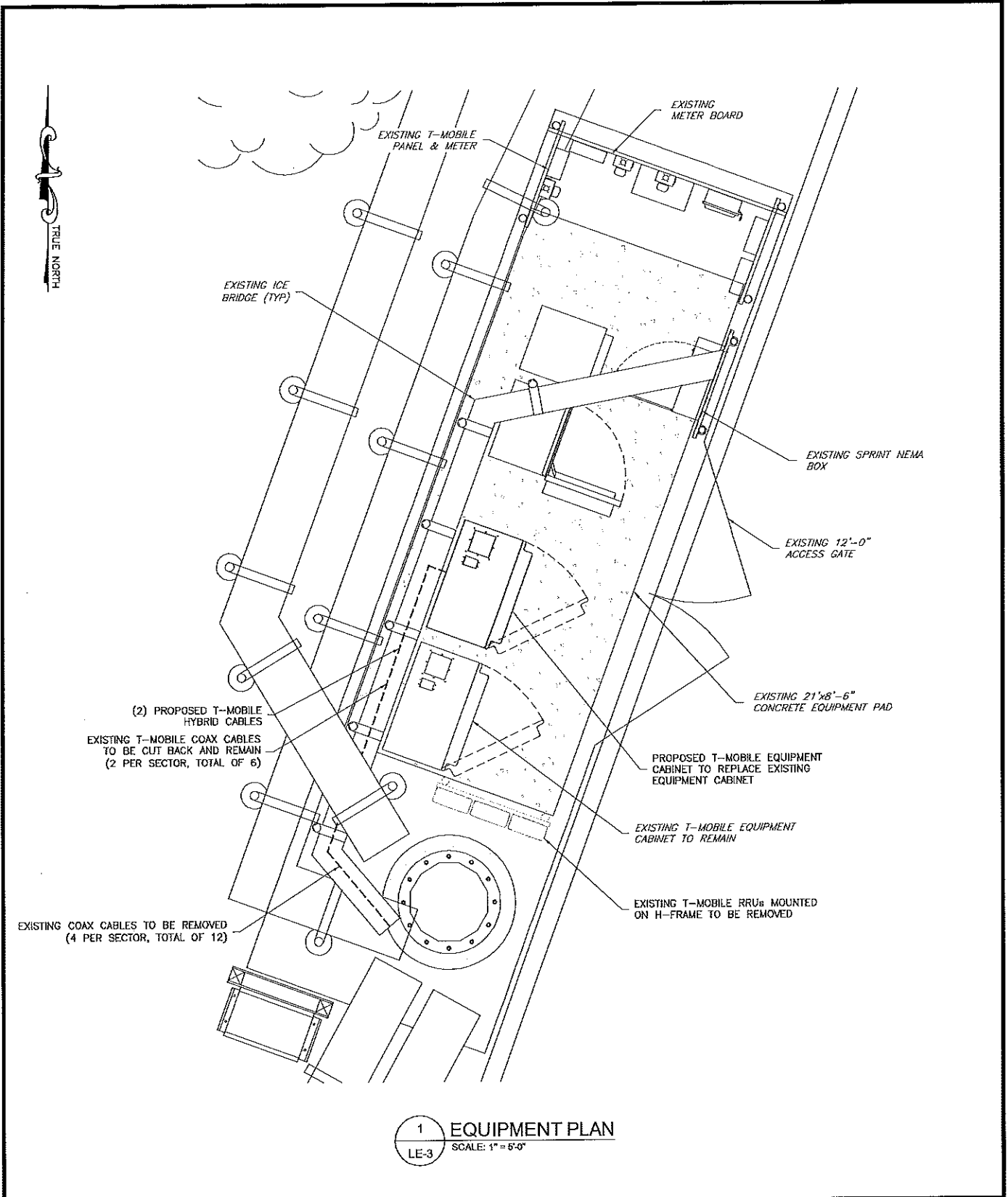
T-MOBILE NORTHEAST LLC

12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705
OFFICE: (240) 264-8600
FAX: (240) 264-8610

7WAN074A
12100 DARNSTOWN RD
ROCKVILLE, MD 20878
LATITUDE: 39.11765
LONGITUDE: -77.25699

SUBMITTALS

A	05/19/16
B	05/31/16
C	06/15/16



1 EQUIPMENT PLAN
 LE-3 SCALE: 1" = 6'-0"

NB+C
 TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
 9095 MARSHALEE DRIVE, SUITE 320
 ELK RIDGE, MD 21076
 (410) 712-7092

T-Mobile

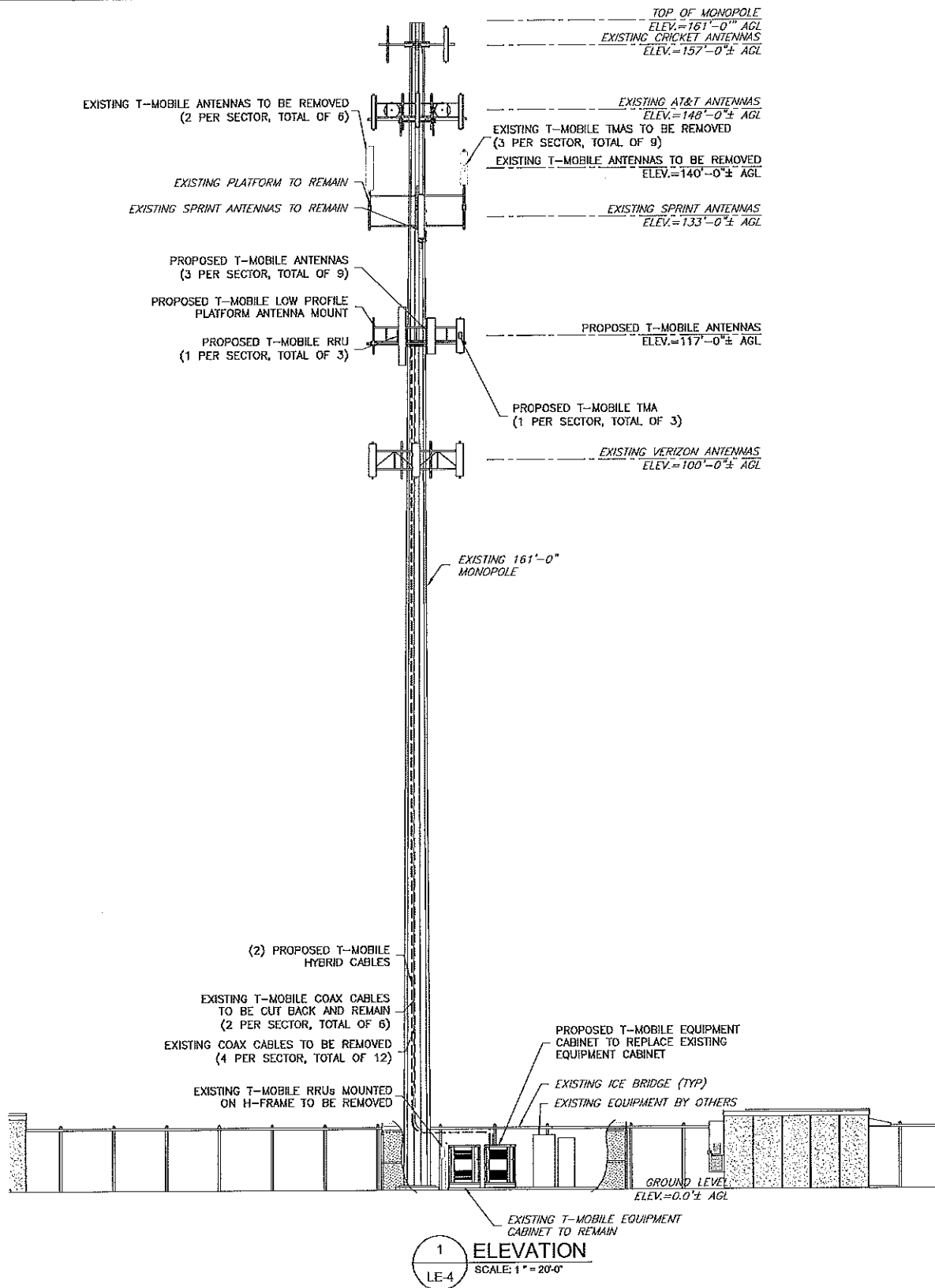
T-MOBILE NORTHEAST LLC
 12050 BALTIMORE AVENUE
 BELTSVILLE, MD 20705
 OFFICE: (240) 264-8600
 FAX: (240) 264-8610

7WAN074A
 12100 DARNSTOWN RD
 ROCKVILLE, MD 20878
 LATITUDE: 39.11765
 LONGITUDE: -77.25699

SUBMITTALS

A	05/19/16
B	05/31/16
C	06/15/16

Exhibit C (4 of 4)



1 ELEVATION
 LE-4 SCALE: 1" = 20'-0"

NB+C
 TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
 6045 MARSHALEE DRIVE, SUITE 300
 ELKRIEGE, MD 20755
 (410) 712-7022

T-Mobile

T-MOBILE NORTHEAST LLC

12050 BALTIMORE AVENUE
 BELTSVILLE, MD 20705
 OFFICE: (240) 264-8600
 FAX: (240) 264-8610

7WAN074A
 12100 DARNSTOWN RD
 ROCKVILLE, MD 20878
 LATITUDE: 39.11765
 LONGITUDE: -77.25699

SUBMITTALS

A	05/19/16
B	05/31/16
C	06/15/16

EXHIBIT D

LICENSEE INSURANCE REQUIREMENTS

License Agreement for T-Mobile Northeast LLC to install and maintain space for communications equipment to be installed on and around the tower ("Tower"), located on County's property at 12100 Darnestown Road, Gaithersburg, MD 20878, known as Firehouse 31.

LICENSEE must obtain and maintain, during the entire time that this License remains effective,

1) a policy of commercial general liability insurance with one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate for bodily injury and property damage including fire legal liability, premises and operations, independent contractors, personal injury and broad form property damage.

2) a policy providing workers compensation liability meeting all statutory requirements of the State of Maryland, and the following minimum Employers' Liability limits: Bodily Injury by Accident - \$100,000; Bodily Injury by Disease - \$500,000; Bodily Injury by Disease - \$100,000 each employee

3) an automobile liability policy with a minimum limit of liability of one million dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following: owned automobiles, hired automobiles, non-owned automobiles

LICENSEE must deliver to the COUNTY a certificate(s) of insurance issued by insurance companies licensed in the State of Maryland, evidencing the coverage herein above described within ten (10) days from the execution of this Agreement. The certification (certificate holder) must be issued to Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850. The liability policies must include Montgomery County, Maryland as an additional insured. All policies must provide the County with a minimum of thirty days' notice of cancellation. The County may from time to time reasonably modify the limits and coverages required under this License after a ninety (90) days' notice of change in its insurance requirements.