

**AMENDMENT NO. 1 TO  
LICENSE AGREEMENT BETWEEN THE CITY OF ALEXANDRIA AND  
 QWEST GOVERNMENT SERVICES, INC. DATED DECEMBER 22, 2010**

This First Amendment ("First Amendment") is made this 9<sup>th</sup> of May, 2014 ("Effective Date") to the December 22, 2010 License Agreement ("Agreement") between Qwest Government Services, Inc. ("Licensee") and the City of Alexandria, Virginia ("Licensor"). Licensor and Licensee may collectively be referred to as the "Parties" and singularly as a "Party."

**RECITALS**

WHEREAS Licensor and Licensee are Parties to the Agreement for the use by Licensee of the right-of-way of Licensor;

WHEREAS Licensee's affiliate, CenturyLink Communications, LLC, has been asked by the United States Patent and Trademark Office ("USPTO") to deliver certain services to it within the boundaries of the City requiring the placement of additional Facilities in the City;

WHEREAS Licensor is willing to permit the additional installation of Facilities under the terms of the Agreement; and

WHEREAS the Parties seek by this First Amendment: (i) to add to the Agreement CenturyLink Communications, LLC ("CenturyLink") as Licensee; and (ii) to add additional Facilities of CenturyLink under the Agreement;

NOW, THEREFORE, in consideration of the mutual promises stated below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound, agree as follows:

**AMENDMENT**

1. Licensee. "Licensee" as used in the Agreement and this First Amendment is amended to include CenturyLink Communications, LLC, which shall be bound by all provisions, terms and conditions of the Agreement and subject to all the obligations, stipulations and penalties prescribed therein and herein.

2. USPTO Route. To Section 1, "Definitions" is added a new subsection (n) as follows:

(n) "The USPTO Route" means:

(i) Primary Lateral Route Description – 600 Dulany Street, Alexandria, VA

Commencing at an existing FiberLight hand hole (MH R8 S27 – 41) at the southwest corner of the intersection of Eisenhower Ave. and Holland Lane, proceeding north across Eisenhower Ave. approximately 65 feet then west along Eisenhower Ave.

approximately 415 feet to an existing USPTO zero manhole. A total distance of 480 feet; and

(ii) Secondary Lateral Route Description – 400 Dulany Street, Alexandria, VA

Commencing at an existing FiberLight manhole (MH R8 S27 – 44) 70 feet west of the intersection of Jamieson Ave. and Mill Road, proceeding north across Jamieson Ave. approximately 62 feet then east approximately 1047 feet to the intersection of Jamieson Ave. and Englehardt Lane. Then south across Jamieson Ave. approximately 60 feet, then east along Jamieson Ave. approximately 595 feet to an existing USPTO zero manhole. A total distance of 1764 feet;

as more particularly described in Exhibit B attached hereto.

3. Grant of License. Section 2(a)(i) of the Agreement is deleted in its entirety and replaced by the following:

- (i) the Maintenance of The Eastern Route, The Western Route, and the USPTO Route;

4. License Fee. Section 3(a)(ii) is deleted in its entirety and replaced by the following:

Unless and until Licensee shows that any of its Facilities in the City are being used directly by Licensee as Access Lines, and for any Subsequent Time Period (as defined in Section 3(d)) during which they are not so used, the license fee shall be \$.80 per annum for each linear foot of The Western Route; \$3.50 per annum for each linear foot of The USPTO Route; and \$1.44 per annum for each linear foot of The Eastern Route



5. General Terms.

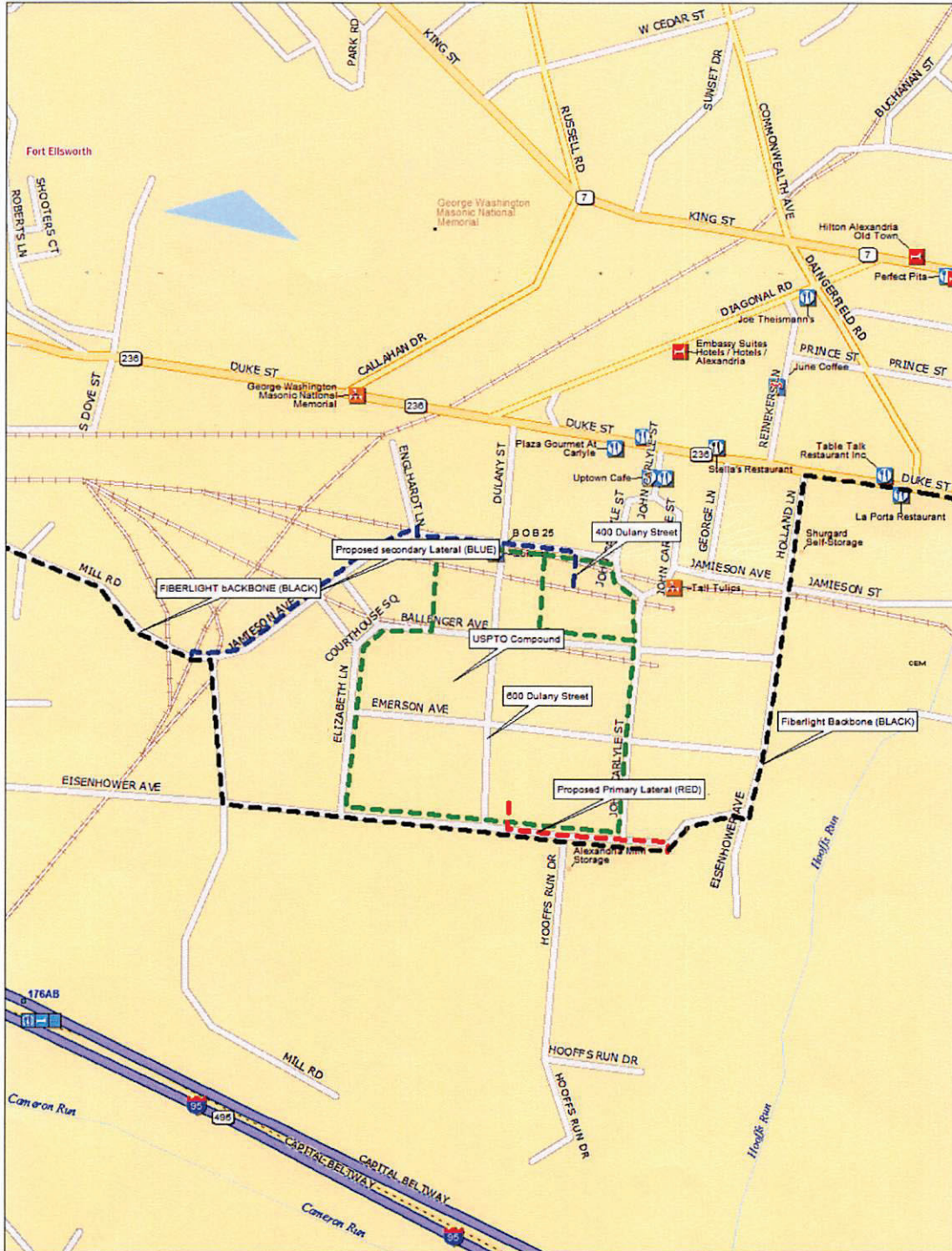
a. Each Party has reviewed this First Amendment and agrees to each term herein. No ambiguity is presumed to be construed against either Party.

b. To the extent not inconsistent herewith, all other terms and provisions of the Agreement remain the same and in full force and effect. If there is a conflict between the terms of this First Amendment limited to the subject of this First Amendment herein, and the Agreement, the terms of this First Amendment will govern.

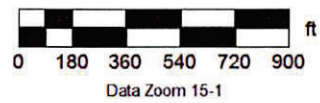
c. Each of the signatories to this First Amendment represent that they are authorized to sign this First Amendment on behalf of such Party and that all approvals, resolutions and consents that must be obtained to bind such Party have been obtained and that no further approvals, acts, or consents are required to bind such Party to this First Amendment.

IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this First Amendment by the signatures of their authorized representatives below.

CITY OF ALEXANDRIA, VIRGINIA	QWEST GOVERNMENT SERVICES, INC.
<p>By: <u></u> <u>5-9-14</u> Signature Date</p> <p>Name: <b>Mark Jinks, Deputy City Manager, FOR</b></p> <p>Title: <b>City Manager</b></p> <p>NOTICES:</p> <p>APPROVED AS TO FORM: <u></u> ASSISTANT CITY ATTORNEY</p>	<p>By: <u></u> <u>2 MAY 2014</u> Signature Date</p> <p>Name: <b>Charles Leinbach</b></p> <p>Title: <b>Director Federal Programs</b></p> <hr/> <p>CENTURYLINK COMMUNICATIONS, LLC</p> <p>By: <u></u> <u>5/16/14</u> Signature Date</p> <p>Name: <b>Greg Kunz</b></p> <p>Title: <b>Director National Construction ROW CSPEC</b></p>



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**EXHIBIT B**