

FIFTH AMENDMENT TO LICENSE AGREEMENT

This Fifth Amendment to License Agreement ("Fifth Amendment"), being made this 6th day of Oct., 2011, 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"), and a Fourth Amendment to License Agreement dated September 17, 2009 (the "Fourth Amendment") (the Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment hereafter referred to as the "License"); and

WHEREAS, a copy of the License and above referenced Amendments are attached hereto and made a part hereof; and

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

WHEREAS, the PARTIES desire to extend the term of the License, adjust the rental terms, and clarify the description of the equipment the Licensee may install under this License pursuant to the terms of this Fifth Amendment to License Agreement.

NOW THEREFORE, in consideration of the promises contained herein and intending to be legally bound hereby, the PARTIES hereto agree to the following changes and modifications to the License.

1. **TERM EXTENSION:** The existing term of the License, set forth in the Third Amendment, shall be amended to expire February 29, 2012 to accommodate the 2012 Leap Year Calendar. The License is by this Fifth Amendment extended an additional five (5) years (the "Extended Term") The Extended Term will commence on March 1, 2012 and expire on February 28, 2017.

2. **LICENSE FEE ADJUSTMENTS:** Beginning with the Extended Term the PARTIES agree to the annual fee payable by LICENSEE to the COUNTY as set forth in the following schedule:

EXTENDED TERM YEAR	ANNUAL FEE	MONTHLY FEE
3/1/2012-2/28/2013	\$34,549.56	\$2,879.13
3/1/2013-2/28/2014	\$35,586.12	\$2,965.51
3/1/2014-2/28/2015	\$36,653.64	\$3,054.47
3/1/2015-2/28/2016	\$37,753.32	\$3,146.11
3/1/2016-2/28/2017	\$38,885.88	\$3,240.49

3. The PARTIES agree to amend the License by deleting Exhibit B (Revised) attached and incorporated in the Fourth Amendment, and replace said Exhibit with Exhibit B (Revised) attached hereto and incorporated by reference.

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

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

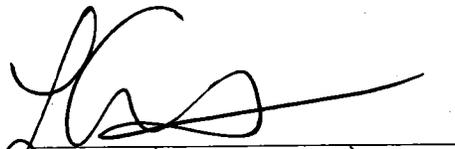
LICENSEE:
CELLCO PARTNERSHIP d/b/a Verizon Wireless

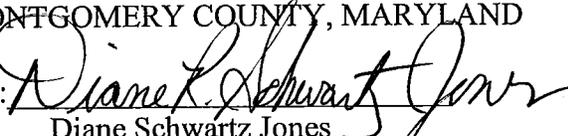

Witness

BY: 
David R. Heverling
Area Vice President Network

Date: 10 6 11

COUNTY:
MONTGOMERY COUNTY, MARYLAND

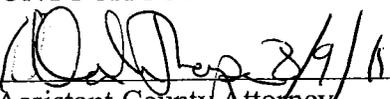

Witness Lisa Bush

By: 
Diane Schwartz Jones
Assistant Chief Administration Officer

Date: 8/18/2011

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

RECOMMENDED BY:

By:  8/9/11
Assistant County Attorney

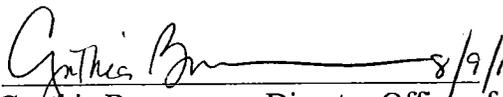
By:  8/9/11
Cynthia Brenneman, Director Office of
Real Estate

EXHIBIT B (Revised)

LICENSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

Number of Antennas: Nine (9) panel antennas
One (1) Efrantom UPS Ant.

Weight and Height of Antennas: Six (6) at 20.3 lbs., 48" tall
Three (3) at 27.4 lbs., 71" tall

No., Diameter & length
of transmission line: 12 @ 1 5/8" x 220'
1 @ 7/8" x 220'

Height of antennas on monopole: 103'

Tower Leg: N/A

Direction of Radiation: Sectored/ Omni-Directional

EQUIPMENT BUILDING INFORMATION

Equipment Building: 12' x 30' Modular Building