LICENSE AGREEMENT

THIS AGREEMENT, made this 14th day of July, 1994 between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, (hereinafter designated LICENSOR) and SOUTHWESTERN BELL MOBILE SYSTEMS, INC. dba CELLULAR ONE WASHINGTON/BALTIMORE (designated LICENSEE).

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the rents hereinafter reserved and other good and valuable agreements and covenants as hereinafter contained, LICENSOR and LICENSEE agree as follows:

1. LICENSOR hereby grants a License to LICENSEE for a portion of a certain parcel of property (hereinafter called PROPERTY), located at 121100 Darnestown Road, Montgomery County, State of Maryland, and being described as a parcel recorded in Book 7468 at Page 207, all as shown on Tax Map ES 562, together with the non-exclusive right for ingress and egress, as hereinafter described, said property being substantially as shown herein in Exhibit "A" attached hereto and made a part hereof. The area that is the subject of this License contains approximately 2,000 square feet. The LICENSEE shall have the right of ingress to and egress from the Licensed premises, by foot or motor vehicle, including trucks.

In the event any public utility is unable to provide cabling to the property within existing, utility owned right of way, then the LICENSOR will work with LICENSEE and LICENSOR will designate a right of way or easement within property under LICENSOR's control, but outside the Licensed area to provide utility services to the Licensed premises, which easement or right of way would be provided at no additional cost to LICENSEE.

2. LICENSOR hereby grants to LICENSEE the right to survey said Licensed Property, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof. Cost for such work shall be borne by the LICENSEE.

3. This Agreement shall be for a term of four years and eleven months, at an annual License fee of FOURTEEN THOUSAND FOUR HUNDRED DOLLARS ($14,400.00) to be paid in equal monthly installments of TWELVE HUNDRED DOLLARS ($1,200.00) on the first of each month. The fee shall be payable monthly commencing on the date (the "Commencement Date") which is the last to occur of:

(a) The first day of the calendar month following LICENSEE's receipt of the last of the necessary local, state and federal approvals, licenses and permits so as to permit construction and/or installation of equipment on and use of the Premises for all of the purposes permitted by this Agreement (such approvals, licenses and permits hereinafter collectively call the "APPROVALS"), and;

(b) The first day of the calendar month following LICENSEE's commencement of construction pursuant to this Agreement.

The fee shall be paid in advance without set off or deduction or demand for payment, payable to Montgomery County, Maryland, Department of Finance, Revenue Division, 101 Monroe Street, Rockville, Maryland 20850 or to such other place as the LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any fee payment date. Any License fee payment or portion thereof received later than 10 days from the date when it becomes due and payable shall be subject to a late fee of 5% of

the fee payment in question. Should LICENSEE'S failure to pay continue for more than thirty (30) calendar days after a monthly payment becomes due and payable, LICENSOR shall have the right to terminate this License for default, and pursue any other legal remedies available to LICENSOR under the laws of the State of Maryland. However, in the event all ecessary permits, licenses or approvals are not received by April 1, 1994 then LICENSEE shall have the right to terminate this agreement.

Licensor Tax Identification Number: ~~30001235~~

LICENSEE agrees to pay a one time fee of TEN THOUSAND DOLLARS ($10,000.00) to the LICENSOR contingent upon the LICENSEE obtaining, after execution of this License, all of the certificates, permits and other approvals that may be required by Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LICENSEE use of the Licensed Premises as set forth above.

The basic annual license fee as hereinabove defined, shall be adjusted by an annual CPI escalation, at the beginning of the second License year and every License year thereafter, according to the following formula.

$$\text{(BASIC RENT)} + \left[\frac{IR - IL}{IL} \right] - \text{(BASIC RENT)}$$

DEFINITIONS: **IR** - is the Consumer Price Index for the month immediately preceding the month in which the Renewal Term commences.

IL - is the Consumer Price Index immediately preceding the month in which this LICENSEE is signed.

Consumer Price Index - shall mean the Consumer Price Index (CPI) published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items for the Washington D.C., Maryland, Virginia, or shall mean the successor thereto.

The resulting annual minimum license fee shall in no event be less than the annual fee payable during the previous License year.

As a further consideration for entering into this License agreement the LICENSEE will provide and install a minimum of two four (4) inch conduit or one six (6) inch conduit underground between the tower site and the fire station radio control room, with a minimum of 6 coaxial antenna cables. The LICENSEE will also restore any sod, asphalt or concrete disturbed during this conduit installation to the same or better condition than previously existed.

4. At the termination of the 4 year and 11 month term described in paragraph 3. above, the LICENSEE shall have the option, subject to the outcome of a public hearing, the recommendation of the Hearing Examiner and the approval of the County Executive, to one additional term of 4 years and 11 months under the same terms and conditions as set forth herein. At the termination of the second term, the LICENSEE shall have the right to two additional 4 year and 11 months terms if the parties hereto reach agreement on the terms and conditions which shall be renegotiated. At the termination of the second term, the Licensee shall have the right to match any bona fide offer made to the Licensor for the use of the property for telecommunication purposes.

5. LICENSEE shall use the property for the purpose of constructing, maintaining and operating a Communications Facility, consisting of one monopole not to exceed 150 feet in height, necessary connecting appurtenances, a modular service building of approximately

12 feet by 26 feet in dimension, and installed antennas. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Licensed Property at the discretion of LICENSEE. The monopole will be owned by the LICENSOR and maintained by the LICENSEE during the term of this License, including any renewals. LICENSEE shall have the right to attach its antennas and cables on the monopole and to place its equipment building as shown on Exhibit A, all for the necessary operations of its Cell Site, during the term of this LICENSE, including any renewals. All work on the Licensed premises and improvements shall be at LICENSEE'S expense, and subject to review and approval of LICENSOR, which consideration shall be prompt and not be unreasonably withheld. LICENSEE will maintain the Property in good condition. It is understood and agreed that LICENSEE'S ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LICENSEE use of the property as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to LICENSEE is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or if soil boring tests are found to be unsatisfactory so that LICENSEE in its sole discretion will be unable to use the Property for its intended purposes or the LICENSEE'S Vice President - Network Operations determines that the property is no longer compatible for its intended use, LICENSEE shall have the right to terminate this Agreement. Notice of the LICENSEE'S exercise of its right to terminate shall be given to LICENSOR in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the LICENSOR as evidenced by the return receipt. All License fees paid to said termination date shall be retained by the LICENSOR. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations including the payment of money, to each other, other than those obligations specifically included herein that survive the termination of this Agreement.

LICENSEE shall have the right to plant trees along the rear property line of the premises in order to provide screening of the facility from the abutting property owners.

6. LICENSEE shall indemnify, defend and hold LICENSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the terms of this Agreement, including the use and occupancy of the Property by the LICENSEE, its servants or agents, and deriving from LICENSEE'S obligations hereunder, excepting, however, such claims or damages as may be due to or caused by the acts of the LICENSOR, or its servants or agents.

7. LICENSEE shall obtain and maintain during the term of this Agreement, and until all of LICENSEE'S obligations which survive termination of this Agreement have been completed, a policy of public liability insurance with bodily injury limits of $500,000.00 for injury or death to one person, $1,000,000 per occurrence, and property damage insurance with a limit of $500,000.00. LICENSOR agrees the LICENSEE may self insure against any loss or damage which would be covered by a comprehensive general public liability insurance policy, provided that LICENSEE files certificates of self insurance with LICENSOR.

8. Provided LICENSEE is not in default hereunder and shall have paid all fees and sums due and payable to the LICENSOR by LICENSEE, LICENSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LICENSOR. In the event of such a termination, all obligations of LICENSEE which survive termination as specified herein, shall be carried out by LICENSEE at LICENSOR'S direction.

9. LICENSEE upon expiration or termination of this Agreement, either by lapse of time or otherwise, shall peaceably render to LICENSOR the premises in good condition. In the event that LICENSEE shall hold over after the expiration of this Agreement, the tenancy, created by such holding over shall be a month to month tenancy, but in all other respects

shall be governed by the terms of this Agreement, provided, however, that in all cases a thirty (30) day notice shall be required to terminate the tenancy created by such hold over.

10. Should the LICENSOR, at any time during the term of this Agreement, decide to sell all or part of the Property (the Property to include only the real property licensed hereunder) to the purchaser other then LICENSEE, such sale shall be subject to this Agreement and LICENSEE'S rights and obligations hereunder.

11. LICENSOR covenants that LICENSEE, on paying the license fee and performing the covenants and further compliance with the terms and conditions herein shall peaceably and quietly have, hold and enjoy the Licensed Property.

12. LICENSOR covenants that LICENSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LICENSOR further covenants that there are no other liens, judgments or impediments of title of the Property.

13. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LICENSOR and LICENSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LICENSOR or LICENSEE in any dispute, controversy or proceedings at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.

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

15. This Agreement may not be sold, assigned or transferred at any time by LICENSEE, except to LICENSEE'S, principal, affiliates or subsidiaries of its principal, and LICENSEE'S leasehold interest in the Property may not be subleased at any time without the prior written consent of the LICENSOR'S; such consent not to be unreasonably withheld.

16. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

LICENSOR	LICENSEE
Montgomery County Division of Real Estate Management 110 North Washington Street Rockville, Maryland 20850	Cellular One Washington/Baltimore 7855 Walker Drive Greenbelt, Maryland 20770 Attention: Legal Department

17. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

18. At LICENSOR'S option, this Agreement shall be subordinate to any mortgage by LICENSOR which from time to time may encumber all or part of the Property or right of way, provided, however, that in the event of a foreclosure of LICENSOR'S interest LICENSEES shall retain the right to remain in occupancy of and have access to the Property as long as LICENSEE is not in default of this Agreement. LICENSEE shall execute whatever instruments may reasonably by required to evidence this subordination clause. In the event the Property is encumbered by a mortgage, the LICENSOR, following execution of this Agreement, will promptly obtain and furnish to LICENSEE, a non disturbance instrument for each such mortgage in recordable form.

19. LICENSEE agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-3 and Section 27-19 of the Montgomery County Code 1984, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The LICENSEE assures the County that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference or handicap.

20. LICENSEE represents that it has not retained anyone to solicit or secure this Agreement from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bone fide employees or bone fide established commercial, selling or leasing agencies maintained by the LICENSEE for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

21. LICENSEE understand that unless authorized under Section 11B-46 or 11B-54 of the Montgomery County Code 1984, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

22. It is expressly understood that the LICENSOR shall not be construed or held to be a partner or associate of the LICENSEE'S in the conduct of LICENSEE'S business; it being expressly understood that the relationship between the parties hereto is and shall remain at all times that of LICENSOR and LICENSEE.

23. The LICENSEE shall attach and energize its antenna in such a manner that the reception and transmission signals of LICENSOR are not interfered with or degraded. If any such interference occurs and is not corrected by LICENSEE within 24 hours after written notification, the LICENSOR shall have the right to shut down the interfering equipment until the interference is corrected. LICENSOR shall not be held responsible for any interference to LICENSEE'S equipment or operations, provided LICENSOR exercises due care and complies with its License.

24. The Licensee agrees to arrange for and to pay all the costs of providing separate metering for all utilities which serve their operation.

25. After the conclusion of the first term, the LICENSOR shall have the right to terminate this agreement, in whole or in part, upon the giving of 180 days written notice, whenever the Chief Administrative Officer shall determine that termination of this agreement is in the best interest of the LICENSOR. Termination hereunder shall be effected by delivery to LICENSEE of a written Notice of Termination one hundred and eighty (180) days prior to the date upon which termination shall become effective This Agreement may not be terminated by LICENSOR under this paragraph solely because LICENSOR desires to license this property to another telecommunications provider.

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

LICENSOR
Montgomery County, Maryland

By: _____
ALASTAIR McARTHUR, DEPUTY
CHIEF ADMINISTRATIVE OFFICER

Date: 7-14-94

Witness: Deborah Jenkins

LICENSEE
Southwestern Bell Mobile Systems
dba Cellular One Washington

By: _____
MARK W. FARIS, VICE PRESIDENT
NETWORK OPERATIONS

Date: 6/29/94

Witness: _____

APPROVED AS TO FORM AND
LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: A. X. Hart

Date: 6/17/94

RLB:LICENSOR

RECOMMENDED:

By: Gloria Kratz
GLORIA KRATZ, CHIEF
OFFICE OF REAL ESTATE MANAGEMENT