

IN BUILDING RADIO DISTRIBUTION AGREEMENT

This Agreement ("Agreement") is made this 10th day of OCTOBER, 2013 ("Effective Date") between **MONTGOMERY COUNTY, MARYLAND**, whose principal place of business is 101 Monroe Street, c/o Department of General Services, 9th Floor, Rockville, Maryland 20850 ("Licensor" or "County"), and **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Licensee").

1. License. Licensor hereby licenses to Licensee certain spaces on and within Licensor's demised premises (the "Premises") in the building located at 100 Edison Park Drive, Gaithersburg, Maryland (the "Building") owned by SFHI, LLC (the "Prime Landlord"), which property is identified on the Tax Map of Montgomery County, Maryland as Map FS12, Block B, Lot 1, and at which Licensor is contract purchaser of the Premises by virtue of a Purchase and Sale Agreement with SFHI, LLC dated May 28, 2009 and Licensor is the sub-tenant of the Premises by virtue of a Sublease Agreement dated May 29, 2009 with GXS, Inc. a/k/a the "Existing Tenant" of the Building (the "Prime Lease"), for the installation of microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices ("IBRDs"), the installation of antennas serving such IBRDs ("IBRD Antennas") and the installation of an in building distributed antenna system ("DAS") together with a space for cables, fibers or the equivalent connecting such IBRDs, IBRD Antennas, and DAS, whether through conduit or otherwise. The IBRDs, IBRD Antennas, DAS and the connecting cables, fibers or equivalent and any other related equipment installed hereunder are the "IBRD System" or the "System." The IBRD System components and design principles are described on Exhibit A. Any microcells, cable runs or other aspects of the IBRD System installed by Licensee shall be for Licensee's exclusive use only. Licensee may replace and augment the IBRDs, IBRD Antennas, DAS and other portions of the IBRD System with similar or comparable equipment and modify any frequencies upon which such equipment operate as needed to provide in-building coverage in keeping with the design principles in Exhibit A.

2. Construction, Installation, Maintenance & Interference. All construction, installation and maintenance shall be performed by Licensee or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices, lien-free. Licensee, with Licensor's cooperation as or if needed, shall obtain all required governmental and quasi-governmental permits, licenses, approvals, and authorizations. Any Licensor cooperation will be in Licensor's capacity as Licensee's licensor and not in any regulatory capacity. Licensee agrees to only install radio equipment of the type and frequency that will not cause measurable interference to the equipment of Licensor or other tenants of the Premises existing as of the date of this Agreement. Should Licensee's equipment cause measurable interference, and provided Licensor gives written notice, Licensee will take all steps necessary to correct and eliminate the interference. Licensor agrees that it and/or any other tenant of the Premises (current or future) will install only such radio equipment that is of the type and frequency that will not

cause measurable interference to the existing equipment of the Licensee. Should Licensor's or another tenants' equipment cause measurable interference with Licensee, and provided Licensee gives written notice to Licensor of it, Licensor will take all steps necessary to correct and eliminate the interference, including causing other tenants of the Premises causing such interference to correct and eliminate the interference.

3. Power. Licensor will supply electrical power in quality, quantity, and levels currently available at the Premises, and customary for the operation of similar IBRD Systems, at Licensor's cost. Notwithstanding the foregoing, no interruption or discontinuance of such electrical power will render Licensor liable to Licensee for damages or relieve Licensee of any of its obligations hereunder, except as such results from the acts or omissions of the Licensor.

4. Ownership & Control. The IBRD System is personal property of the Licensee and the Licensee at all times owns and controls the IBRD System. Licensor and Licensee agree, and Licensor shall so inform, any purchaser or mortgagee of the Premises, of this Agreement and that all equipment forming a part of the IBRD System, including, without limitation, all IBRDs, IBRD Antennas and cables, wires or equivalent connecting the same installed by or on behalf of Licensee shall be and remain the property of Licensee under all circumstances, under Licensee's exclusive control, free and clear of any liens or encumbrances other than those permitted by Licensee, and shall be deemed to be and remain personal property and not part of the real estate on which the same are located. Without limitation on any other rights of Licensee, such equipment shall be removed by Licensee upon expiration or cancellation of the term of this Agreement, as the same may be from time to time extended or renewed, or upon earlier termination, for whatever reason and Licensee shall have 60 days after such expiration or termination to accomplish such removal. Notwithstanding the foregoing, Licensor agrees that Licensee, in its sole discretion, may choose not to remove cabling installed in ceilings and walls. Licensee shall restore any areas of Licensor's Premises damaged by such removal, except normal wear and tear.

5. Consideration. In consideration for the rights granted herein, Licensor's Premises will receive the benefits of enhanced wireless communications arising from operation of the IBRD System. The design, construction, equipment, installation and maintenance of the IBRD System shall be at Licensee's sole cost.

6. Access. 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 and for radio frequency testing for use of the IBRD System, subject to the restrictions in this paragraph. Licensee, its employees, agents, independent contractors and subcontractors shall be entitled to access the IBRD System and the Premises twenty four hours a day, seven days a week. Licensee agrees to provide advance telephonic notice of the need for access, whether during normal business hours (9:00 A.M. to 5:00 P.M., Monday through Friday) or outside of normal business hours (including weekends) by calling telephone number 240-777-6900 and checking in at County Security upon arrival at the Premises. Licensor shall timely notify Licensee of

any change in the applicable number(s) to call, or any amendment to the check-in procedure that may be implemented, in accordance with the provisions of Section 11 of this Agreement. Licensor requires that an escort accompany Licensee at all times during access and Licensor shall provide such escort at no charge to Licensee. The Licensor shall provide to the Licensee or its contractors on site parking, at no cost to them, at the Premises, when they require or desire to be at the Premises in connection with this Agreement and the IBRD System.

7. Term; Default; Termination.

a. The term of this Agreement shall commence on the Effective Date for five years with four automatic 5-year renewal terms, unless the Licensee terminates it at the end of the then current term by giving the Licensor written notice of intent to terminate at least six (6) months prior to the end of the then current term.

b. Notwithstanding anything to the contrary contained herein, Licensee shall have the right to terminate this Agreement at any time without cause provided that thirty (30) days prior notice is given the Licensor. In the event Licensee defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of sixty (60) days after written notice thereof from Licensor (unless the nature of the event takes longer to cure and Licensee commences a cure within the time period and diligently pursues it thereafter), Licensor may thereafter terminate this Agreement by written notice to Licensee. Upon any such termination, Licensee shall remove the IBRD System and repair or restore any damage to Licensor's Premises resulting therefrom, normal wear and tear excepted. Notwithstanding the foregoing, Licensor agrees that Licensee, in its sole discretion, may choose not to remove cabling installed in ceilings and walls. This Agreement may only be terminated in accordance with its terms.

c. This Agreement and all rights and obligations hereunder may be terminated by the County, for any reason, at any time and at no cost to the County, whenever the Chief Administrative Officer ("CAO") or the CAO's designee 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) thirty (30) days after delivery to Licensee of written notice, or (ii) the date specified in a written notice as the termination date.

8. Indemnification, Insurance.

a. Licensee shall indemnify and hold Licensor, its employees, agents and contractors harmless against any claim of liability or loss, bodily injury, death, or property damage resulting from or arising out of the acts or omissions of Licensee, its employees or its agents in connection with the use and occupancy of the Premises in connection with the IBRD System, excepting claims or damages as may be due or caused by the acts or omissions of the Licensor or its agents.

b. Licensee shall procure and maintain throughout the entire term of this Agreement insurance in the following amounts:

(i) a policy of public 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 third party property damage.

(ii) 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;

(iii) 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.

c. Licensee must deliver to Licensor a certificate(s) of insurance issued by insurance companies licensed in the State of Maryland, evidencing the coverage herein above described within thirty (30) 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, 9th Floor, Rockville, Maryland 20850. The liability policies must add Montgomery County, Maryland as an additional insured. All policies must provide the County with notice of material amendment or cancellation per policy provisions. The County may from time to time reasonably modify the limits and coverages required under this License as circumstances warrant after a ninety (90) day notice of change in its insurance requirements.

9. Quiet Enjoyment. Licensor covenants that Licensee, upon performing all the covenants shall peaceably and quietly have, hold and enjoy the Premises and Licensor further covenants that Licensor is seized of good and sufficient interest to the Premises and has full authority to enter into this Agreement. The term of this Agreement is subject and subordinate to the term, and any renewal terms, of the Licensor's lease with the Prime Landlord (the "Prime Lease"). Licensor represents, warrants and covenants that it owns leases, or subleases the Premises, is not in default under any Prime Lease, and Licensor has obtained all required consents or approvals, if any are required under the Prime Lease, from any landlord, mortgagee or other person or entity having an interest therein.

10. Assignment. This Agreement may be assigned by Licensee to its principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of its assets in the applicable Federal Communications Commission license area by reason of a merger, acquisition or other business reorganization without the consent of the Licensor. As to other parties, any sale, assignment or transfer by Licensee must be with the written consent of the Licensor.

11. Notices & Contacts. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Licensor: Montgomery County Government
Department of General Services
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attention: Director of Real Estate

With a copy that does not constitute Notice to:

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

Licensee: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

12. Compliance with Laws: Licensee shall comply with all applicable statutes, laws, rules, orders, regulations and ordinances (collectively "Laws") affecting the use or operation of the IBRD System at the Premises. In no event shall Licensee use the Premises for purposes which are prohibited by zoning or similar laws or regulations. Licensee acknowledges and agrees it is solely responsible for determining if its use of the Premises complies with the applicable zoning regulations, and that Licensor makes no representation (explicit or implied) concerning such zoning regulations. Licensee shall not use the Premises in any manner that causes a violation of any environmental laws or regulations or that could create environmental liabilities under Federal, State or local environmental protection laws.

13. Relationships of the Parties: It is expressly understood that the Licensor 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 Licensor and Licensee.

14. Hazardous Materials: Licensee warrants and represents that it will be solely liable for the clean-up and removal of hazardous substances that Licensee, its agents, employees, or contractors generate, or cause to be placed on the Premises as required by law, except to the extent that the clean-up or removal results from the acts or omissions of Licensor or a third party over whom Licensee does not have control.

15. Non Discrimination: Licensee agrees to comply with the non-discrimination in employment policies in County contracts as required in Sections 11B-33 and 27 of the Montgomery County Code (2004), as amended, as well as all other applicable federal, state and local laws, rules and regulations regarding employment discrimination. By signing this Agreement, Licensee assures County that in accordance with applicable law, it does not, and agrees that it shall not engage in any employment discrimination in violation of the above sections of the Montgomery County Code as well as any other applicable federal, state or local laws, rules and regulations.

16. Ethics Requirement: Licensee understands and agrees that unless authorized pursuant to applicable provisions of Section 11B 52 and Chapter 19A of the Montgomery County Code (2004), as amended, that it is unlawful for any person or entity transacting business with the County to employ a public employee contemporaneous with his or her public employment.

17. Contract Solicitation: Licensee represents that it has not retained anyone to solicit or secure this Agreement from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established, licensed, commercial selling or leasing agencies (the "Broker") maintained by the Licensee for the purpose of securing business or an attorney rendering professional legal services consistent with the canons of ethics of the profession. Licensee is responsible for paying any Broker's fees or commissions for any Broker with whom Licensee has any contract or agreement and for paying all of Licensee's attorneys' fees in connection with the negotiation of this Agreement.

18. Choice of Law: This Agreement and the performances thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maryland.

19. Choice of Forum: Any action involving a dispute relating in any manner to this Agreement, the use or occupancy of the Premises in connection with this Agreement, and/or any claim of injury or damage purportedly arising out of this Agreement, shall be filed and adjudicated solely in Montgomery County, Maryland.

20. Miscellaneous. This Agreement contains all agreements, promises and understandings between the Licensor and the Licensee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Licensor or the Licensee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this

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Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time.

[Signatures Follow on Page 8]

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IN WITNESS WHEREOF, the parties hereto have set their hands, intending to be bound, as of the Effective Date.

LICENSOR:
MONTGOMERY COUNTY, MARYLAND

WITNESS

By: Julie L. White
Name: Julie L. White

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

Date: October 10, 2013

LICENSEE:
CELLCO PARTNERSHIP
d/b/a Verizon Wireless

WITNESS

By: Diane Garzota
Name: Diane Garzota

By: David R. Heverling
Name: David R. Heverling
Title: Area Vice President Network

Date: 9.17.13

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

Recommended by:

By: Alexandra Thompson
Name: Alexandra Thompson

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

Date: 10/7/13

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Exhibit A

The IBRDs shall be located in a mutually agreeable equipment room inside Licensor's Premises at 100 Park Edison Drive, Gaithersburg, Maryland, with IBRD System components in the Premises as needed.

The IBRD Antennas shall be located in a mutually agreeable rooftop or exterior wall location of the Building at 100 Park Edison Drive, Gaithersburg, Maryland.