

IN-BUILDING RADIO DISTRIBUTION LICENSE AGREEMENT

This Agreement ("Agreement") is made this 4th day of DEC., 2014 ("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 premises (the "Premises") in the building located at 1002 Milestone Drive, Silver Spring, Maryland (the "Building"), which property is identified on the Tax Map of Montgomery County, Maryland as Map JQ62, Parcel P790, 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 miscellaneous accessory hardware related to the IBRD System installed by Licensee shall be for Licensee's exclusive use and not for other wireless carriers. 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. Prior to commencing any work at the Premises, Licensee will submit plans for such work to Licensor for Licensor's approval, such approval will not be unreasonably withheld, conditioned or delayed.

2. Construction, Installation, Maintenance and Interference. All construction, installation and maintenance must be performed by Licensee or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices. The Licensee and its contractors must not cause any liens to be created that affect the Premises or the equipment being installed. Licensee, with Licensor's cooperation if needed, must obtain all required governmental and quasi-governmental permits, licenses, approvals, and authorizations. The Licensor will cooperate only in its capacity as the Licensor and not in any regulatory capacity. With the exception of emergency equipment used in Licensor's operations, Licensee agrees that it will only install radio equipment of the type and frequency that will not cause measurable interference to the equipment of Licensor, or to the equipment of any wireless carrier other than Licensee existing at the Premises as of the date the Licensee's equipment is to be installed. With respect to Licensor's emergency equipment used in Licensor's operations, Licensee agrees that it will only install radio equipment of the type and frequency that will not cause measurable interference to that equipment of Licensor located on the Premises

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throughout the term of this Agreement, provided that, if Licensee is unable to correct or eliminate interference with that equipment, Licensee can turn off its equipment causing the interference in Licensee's sole discretion. If Licensee's equipment causes measurable interference to other equipment on the Premises, and provided Licensor gives written notice of the interference, Licensee must take all steps necessary to correct and eliminate the interference. Licensor will install, or permit future tenants to 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. If Licensor's or a future tenants' equipment installed after the date of this Agreement causes measurable interference with Licensee's equipment, and provided Licensee gives written notice to Licensor of the interference, 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, 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 results from the acts or omissions of the Licensor.

4. Ownership and Control. The IBRD System, including miscellaneous accessory hardware related to 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 of the Premises, 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 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 must be removed by Licensee upon expiration or cancellation of the term of this Agreement, as the same may be 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. Licensee must restore any areas of Licensor's Premises damaged by such removal to its prior condition, excepting normal wear and tear.

5. Consideration. In consideration for the rights granted herein, Licensor will receive the benefits of enhanced wireless communications at the Premises 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, contractors and subcontractors shall be entitled to access the IBRD System and

the Premises twenty four hours a day, seven days a week. Licensee shall provide advance telephonic notice of the need for access by calling telephone number 240-773-6800. Licensor shall notify Licensee of any change in the applicable number to call in accordance with Section 11 of this Agreement. If the Licensor requires that an escort accompany Licensee during access, 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 for purposes related to this Agreement and the IBRD System.

7. Term; Default; Termination.

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

B. Notwithstanding anything to the contrary contained herein, Licensee shall have the right to terminate this Agreement at any time without cause if the Licensee provides thirty (30) days prior notice to the Licensor. If 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, but not to exceed a period of 120 days), 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. 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 and Insurance.

A. Licensee shall indemnify and hold Licensor, its employees, agents, officers, 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, subject to applicable statutory limitations.

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

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(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 list 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.

D. Any subcontractors conducting work at the Premises on behalf of Licensee must provide evidence of insurance acceptable to Licensor and listing Montgomery County, Maryland as an additional insured.

9. Intentionally Deleted.

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

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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 must comply with all applicable statutes, laws, rules, orders, regulations and ordinances (collectively "Laws"). The Licensee must not 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 Laws, and that Licensor makes no representation (explicit or implied) concerning such Laws. 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 a Licensor and Licensee.

14. Hazardous Materials and Environmental Concerns. 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. Licensor represents, warrants and covenants that no lead paint, asbestos or other hazardous substance as defined by any applicable state, federal or local law or regulation, is present at any Premises.

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, 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. Licensor owns the Premises or otherwise has the right to grant the license given in this Agreement. Licensor and Licensee represent and warrant that each has the authority to enter into this Agreement. 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

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performance of any of the terms or conditions of this 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.

21. Subject to Appropriations/Statutory Limitations. Any obligation or liability of the Licensor 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 provided for in state law, including the Local Government Tort Claims Act. This Agreement is not intended to create any rights or causes of action in any third parties or to increase the Licensor's liability above the caps established by law.

[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: 11/5/14

LICENSEE:
CELLCO PARTNERSHIP
d/b/a Verizon Wireless

WITNESS

By: Diane Gamba
Name: Diane Gamba

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

Date: 12 4 14

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

By: Alexandra Thompson
Name: Alexandra Thompson

Recommended by:

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

Date: 10/30/14

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Exhibit A

The IBRDs shall be located in a mutually agreeable equipment room inside Licensor's Premises at 1002 Milestone Drive, Silver Spring, 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 1002 Milestone Drive, Silver Spring, Maryland.