

TW # 4110  
G # 4131

LICENSE AGREEMENT

This Agreement, made this 19th day of February, 1997, between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, with principal mailing address at 101 Monroe Street, Rockville, Maryland 20850, hereinafter designated LICENSOR and WASHINGTON, D.C. SMSA, L. P., a Virginia limited partnership, with its principal office located at c/o Bell Atlantic NYNEX Mobile, 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LICENSEE.

WITNESSETH

In consideration of the rents hereinafter provided, and the mutual promises herein contained, the parties do hereby agree as follows:

1. LICENSOR hereby grants to LICENSEE a License to occupy and use, subject to all of the terms and conditions hereof, space for a Communications Facility consisting of nine (9) ALP antennas and one (1) GPS antenna to be installed on a monopole at Rockville Fire Station #31, located at 12100 Darnestown Road, Gaithersburg, Montgomery County, Maryland 20878, being the same property as further described in a Deed filed among the Land Records of Montgomery County, Maryland in Liber 7468 at folio 207. LICENSOR further hereby grants to LICENSEE a License to construct a modular equipment building to be used in conjunction with the Communications Facility at the base of the monopole with approximate dimensions of 12 feet by 30 feet subject to approval of the LICENSOR, said monopole space for antennas and ground space for an equipment building hereinafter called the "Property". The relative location of the building placement and the particulars on the mechanical and electrical specifications of the antenna infrastructure are as shown on Exhibits A and B which are attached hereto and made a part hereof. LICENSEE is also granted a right-of-way to install and maintain utility wires, pipes, cables, conduits or other connections between the antennas and the modular building. The LICENSEE shall have the right of ingress to and egress from the Property, on foot or motor vehicle, including trucks, 24 hours a day, 7 days a week. In the event that the LICENSEE desires access to the property on weekends or prior to 7:00 a.m. or after 3:00 p.m., Monday through Friday, LICENSEE shall call the Security Desk at the Executive Office Building, 101 Monroe Street, Rockville, telephone number 217-2423.

2. In the event the monopole is destroyed, LICENSOR shall have no financial or other liability to LICENSEE and LICENSOR shall have no duty or obligation to restore or replace the monopole. LICENSEE shall have the option to restore the monopole and related equipment at LICENSEE's sole cost and expense. The LICENSEE reserves the right to replace the aforementioned equipment with

similar and comparable equipment.

3. This Agreement shall be for a term of five (5) years. It shall commence on the date that this Agreement is signed by the Licensor, and shall terminate five (5) years later. The parties shall confirm by letter the actual dates of the term of this Agreement.

4. The annual fee for the first license year shall be TWENTY-TWO THOUSAND AND 00/100 (\$22,000.00) DOLLARS, payable in equal monthly installments of ONE THOUSAND EIGHT HUNDRED THIRTY-THREE AND 33/100 (\$1,833.33), without set-off or deduction or demand for payment, payable on the first day of the month, in advance, 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 rental payment date. Any rental payment or portion thereof received later than ten (10) days from the date when it becomes due and payable shall be subject to a late fee of 5% of the payment in question.

5. It is agreed between the parties that the annual license fee payable by the LICENSEE shall be adjusted at the beginning of the second license year and at the beginning of every license year thereafter, as determined by the application of the following formula:

(a) To the annual fee payable by LICENSEE during the previous lease year shall be added that sum representing one hundred percent (100%) of the resulting amount, after (1) multiplying said annual rent payable during the previous year by a fraction, the numerator of which shall be the index now known as the U.S. Department of Labor, Bureau of Labor Statistics, Revised CPI-U (all items, U. S. City Average (1982-84=100), for the last month prior to the first month of the previous year and the denominator of which shall be the last month prior to the first month of the current year, (2) subtracting from said product the annual fee payable during the previous year.

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

(c) In the event the said index is discontinued, ceases to incorporate a significant number of the items now incorporated therein, or if a substantial change is made in such index, the parties hereto shall attempt to agree on an alternate formula in accordance with such statistics as may be recommended by a department or agency of the United States Government for such

purpose, or, absent such a recommendation, in such manner as may be reasonably determined by agreement of LICENSOR and LICENSEE.

6. It is understood and agreed that LICENSEE's ability to use the Property is contingent upon its maintaining after the effective date of this Agreement all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities, including but not limited to the Montgomery County Telecommunications Tower Facility Coordinating Group. LICENSOR will assist LICENSEE in obtaining and maintaining all such needed approvals. In the event any such needed approvals are canceled or revoked the LICENSEE has the right to cancel this agreement upon the giving of 60 days written notice.

7. 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 negligent acts of the LICENSOR, or its servants or agents.

8. LICENSEE shall obtain and maintain during the term of this Agreement a policy of public liability insurance with bodily injury limits of \$500,000.00 for injury or death to one person, \$1,000,000.00 per occurrence, and property damage insurance with a limit of \$500,000.00. LICENSOR agrees that 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 the LICENSOR.

9. 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) written months prior notice is given the LICENSOR.

10. Upon termination of this Agreement for any reason LICENSEE shall, within a reasonable period of time, not to exceed 90 days, remove its antennas from the monopole, remove its fixtures and all personal property and restore the Property to its original condition, reasonable wear and tear excepted.

11. LICENSEE, upon expiration or termination of this Agreement, either by lapse of time or otherwise, shall peaceably surrender 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, 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.

12. The LICENSEE agrees to install and to pay all of the costs of providing separate metering for electrical service to the LICENSEE's antennas and to the modular building.

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. 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:           Montgomery County, Maryland  
                      Division of Real Estate Management  
                      110 North Washington Street  
                      Rockville, Maryland 20850

LICENSEE:           Bell Atlantic NYNEX Mobile  
                      180 Washington Valley Road  
                      Bedminster, New Jersey 07921  
                      Attn: Network - Real Estate

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

17. LICENSEE agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, 1994, 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.

18. 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 bona fide employees or bona 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.

19. LICENSEE understands that unless authorized under Section 11B-52 or Chapter 19A of the Montgomery County Code, 1994, 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.

20. It is expressly understood that the LICENSOR shall not be construed or held to be a partner or associate of the LICENSEE 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.

21. 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. Except as set forth hereafter, LICENSOR shall not be held responsible for any interference to LICENSEE'S equipment or operations, provided LICENSOR exercises due care. LICENSOR agrees that any tenants or licensees of the property who in the future take possession of the LICENSOR'S monopole or property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to LICENSEE.

22. The LICENSOR shall have the right to terminate this agreement, in whole or in part, upon the giving of 120 days 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 (120) days prior to the date upon which termination shall become effective.

23. This agreement may not be sold, assigned or transferred by the LICENSEE without the prior written approval or consent of the LICENSOR, except to the LICENSEE'S principals, affiliates, or subsidiaries of its principals. The written approval or consent will not be unreasonably withheld by the LICENSOR.

24. LICENSEE shall be considered in default of this Agreement upon the occurrence of any of the following:

(a) Failure to perform under any term, covenant or condition of this Agreement, and the continuance thereof for 30 days after written notice from LICENSOR specifying said failure.

(b) The abandonment of the property by the LICENSEE.

In the event that the LICENSEE shall be found in default and shall fail to cure the default after notice given as set forth above, then the LICENSEE's right to be on the property shall automatically be revoked.

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

LICENSEE: WASHINGTON, D.C. SMSA L.P.

BY: Cellco Partnership, its managing general partner  
BY: Bell Atlantic NYNEX Mobile, Inc., its managing general partner

Liiane J. Hudack  
WITNESS

BY: Richard J. Lynch  
for Richard J. Lynch  
Executive Vice President  
and Chief Technical Officer

LICENSOR: MONTGOMERY COUNTY, MARYLAND

Bethanne Nessel  
WITNESS

BY: Gordon Aoyagi  
Gordon Aoyagi  
Assistant Chief  
Administrative Officer

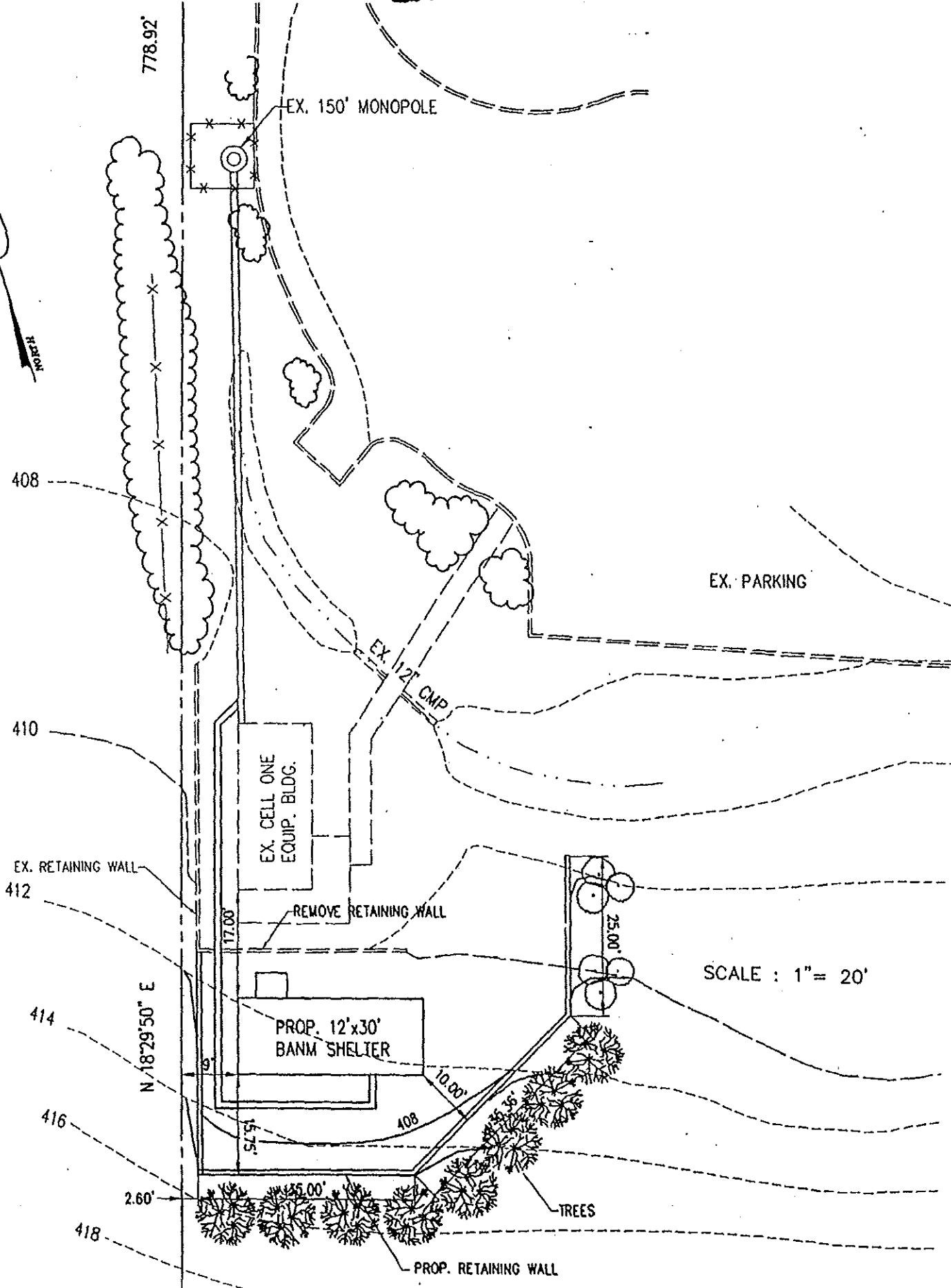
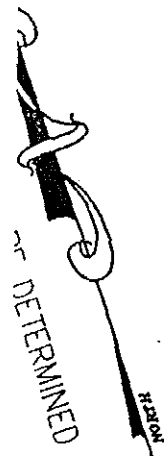
APPROVED AS TO FORM AND LEGALITY - OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: A. Z. Hart 1/3/97

By: Ray Junquera  
Ray Junquera  
Leasing Manager

# EXHIBIT A



SCALE : 1" = 20'

Site: M96 00 - Quince Orchard

EXHIBIT B

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*LICENSEE is authorized to install and maintain the following equipment:*

ANTENNAE INFORMATION

Manufacturer and Type-number:	Swedcom Corporation ALP 8013-N
Number of antennae:	Nine (9) + 1 Efratom GPS Ant.
Weight and Height of Antennae:	@ 22 lbs., 50 in.
Transmission line mfr. & type no.:	Andrews 7 - LDF5-50A (7/8") Rx 3 - LDF6-50A (1 1/4") Tx
No., Diameter & length of transmis. line:	7 - 7/8" @ 220' 3 - 1 1/4" @ 220'
Height of antennae on monopole:	125'
Tower leg:	n/a
Direction of Radiation:	Sectored / Omni-Directional
Rated power:	Up to 100 watts ERP
Operating frequency:	835-849 MHz (RX) 880-894 MHz (TX)

EQUIPMENT BUILDING INFORMATION

Equipment Building:	12' x 30' Modular Building
Equipment in Building:	AT&T Autoplex