

LICENSE AGREEMENT

THIS AGREEMENT, made this 25th day of November, 1996 between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, (hereinafter designated LICENSOR) and AMERICAN PCS, L.P., a Delaware Limited Partnership (designated LICENSEE).

WITNESSETH

NOW, THEREFORE, for and in consideration of the fees 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 to erect 12 antennas on the existing monopole located at Fire Company 31 at 12100 Darnestown Road, Montgomery County, State of Maryland ("Premises"), and being described as a parcel recorded in Book 7468 at Page 207, all as shown on Tax Map ES 562 ("Property"), together with the non-exclusive right for ingress and egress. The LICENSEE is also granted the right to use approximately 400 square feet of ground space at or near the base of the monopole for the installation, operation and maintenance of base station equipment. The antennas and base station Equipment (Equipment) is as shown in Exhibits A through C-1 attached hereto and made a part hereof. 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 the 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. This Agreement shall be for a term of five years and no months, at an annual license fee of TWENTY TWO THOUSAND DOLLARS (\$22,000.00) to be paid in equal monthly installments of EIGHTEEN HUNDRED THIRTY THREE DOLLARS AND THIRTY THREE CENTS (\$1,833.33) on the first of each month. The fee shall be payable monthly commencing on the date (the "Commencement Date") which is later 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 the 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 obligation to apply for, qualify for and ultimately obtain any necessary approvals, licenses or permits for construction, installation or operation of LICENSEE'S equipment shall be the sole responsibility of LICENSEE.

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 Agreement for default, and pursue any other legal remedies available to LICENSOR under the laws of the State of Maryland.

3. 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.

$$\text{NEW RENT} = [1 + (\frac{\text{IR} - \text{IL}}{\text{IL}})] \times \text{OLD RENT}$$

DEFINITIONS: IR - is the Consumer Price Index for the month immediately preceding the month in which the annual escalation is being computed.

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

4. In the event that the Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain, LICENSEE shall not be entitled to recover from LICENSOR any capitol expenditures for improvements and betterments made by LICENSEE to the Premises at the LICENSEE'S expense and shall make no further claim for compensation or assert any other right which LICENSEE may have to any portion of any award made as a result of such governmental taking. Nothing contained hereinabove shall be construed to preclude LICENSEE from claiming, providing and receiving in a separate claim filed by LICENSEE against the authority exercising the power of eminent domain such sums to which the LICENSEE may be entitled as compensation, provided that such a separate claim does not interfere with or reduce the LICENSOR'S award.

5. LICENSEE shall use the Premises for the purpose of maintaining and operating a communications facility. All work on the licensed Premises and improvements shall be at LICENSEE'S expense, and subject to review and approval of LICENSOR. This review by LICENSOR, including the review of LICENSEE'S construction plan drawings shall be reasonably prompt and approval shall not be unreasonably withheld. LICENSEE will maintain the Premises in good condition. It is understood and agreed that LICENSEE'S ability to use the Premises 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, should they be deemed necessary. 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 canceled, 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 Premises for its intended

purposes or the Premises 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 up to the date of said termination 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.

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 but not limited to the use and occupancy of the Premises or construction performed at the Premises 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 coverage in an amount not less than \$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 annually 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 as of the first annual anniversary of this Agreement provided that three (3) months prior written 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. Any fixtures or other personal property remaining at the Premises after expiration or termination of this Agreement shall become the property of the LICENSOR. 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 a purchaser other than 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 Premises.

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 Premises may not be subleased at any time without the prior written consent of the LICENSOR, such consent not to be unreasonably withheld. Any such permitted sales, assigns or transfers are subject to the covenants and agreements between LICENSOR and LICENSEE.

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

Montgomery County
Division of Facilities & Services
Department of Public Works & Transportation
110 N. Washington St., Room 318
Rockville, Maryland 20850

LICENSEE

American Personal Communications
6901 Rockledge Drive, Suite 600
Bethesda, Maryland 20817
Attention: Legal Counsel

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 Premises or right of way, provided, however, that in the event of a foreclosure of LICENSOR'S interest LICENSEE shall retain the right to remain in occupancy of and have access to the Premises as long as LICENSEE is not in default of this Agreement. LICENSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Premises 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-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.

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 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.

21. LICENSEE understands that unless authorized under Section 11B-52 and 19A of the Montgomery County Code 1994, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee 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, its servants, agents or contractors shall attach and energize its antenna in such a manner that the reception and transmission signals of LICENSOR and the LICENSOR's existing Licensee, Cellular One, 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 the installation and to pay all the costs of providing separate metering for all utilities which serve its operation.

25. The LICENSOR shall have the right to terminate this Agreement, in whole or in part, upon the giving of 180 days written notice of termination, whenever the Chief Administrative Officer shall determine that termination of this Agreement is in the best interest of the LICENSOR except that the termination can not take place because the site is needed by the LICENSOR solely for the purpose of licensing this property to another telecommunications provider. 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.

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

WITNESS:

By: Bethanne Nessel

LICENSOR:
MONTGOMERY COUNTY, MARYLAND

By: [Signature]
GORDON AOYAGI, SENIOR ASSISTANT CHIEF
ADMINISTRATIVE OFFICER

Date: 11/15/96

WITNESS:

By: [Signature]

LICENSEE:
AMERICAN PCS, L.P.

By: [Signature]
~~W. SCOTT SCHELLE~~
~~CHIEF EXECUTIVE OFFICER~~
J. Barclay Jones
Vice President - Engineering

Date: 12/17/96

APPROVED AS TO FORM
AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]

Date: October 11, 1996

RECOMMENDED:

By: [Signature]
REY JUNQUERA, LEASING MANAGER
FACILITIES SERVICES SECTION

Date: 10/28/96

RLB:APCFS