

SECOND AMENDMENT TO LICENSE AND RENTAL AGREEMENT

This Second Amendment to License Agreement ("Second Amendment"), being made this 11 day of March, 2010, between **MONTGOMERY COUNTY, MARYLAND**, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter designated as the "COUNTY") and **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 as successor-in-interest to Washington D.C. SMSA Limited Partnership, (hereinafter designated as the "LICENSEE"). (COUNTY and LICENSEE, together, the "PARTIES").

WHEREAS, the COUNTY and Washington D.C. SMSA Limited Partnership entered into a License Agreement dated March 29, 2000 (the "Agreement") for property located at 26149 Ridge Road, Damascus, Maryland (the "Licensed Premises"), and a First Amendment to License and Rental Agreement dated September 24, 2004 ("First Amendment") (collectively the "License"); and

WHEREAS, LICENSEE herein is the successor in interest to Washington D.C. SMSA Limited Partnership as indicated by Attachment A attached hereto and incorporated herein by reference; and

WHEREAS, the change does not impact the requirements, terms and conditions of the Agreement; and

WHEREAS, the PARTIES desire to further amend that License to permit one (1) five (5) year extension term, to increase the annual fee during said extension term, and to permit Licensee to revise its antennas and cables.

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby, the PARTIES hereto agree to the following changes and modifications to the Agreement.

1. **TERM EXTENSION**: The term of this License extension shall be five (5) years to commence on February 14, 2010 and terminate on February 13, 2015.

2. **RENTAL ADJUSTMENTS**: It is agreed between the PARTIES that the monthly license fee for each License Year of the term extension payable by LICENSEE is as set forth in the following schedule:

<u>License Year & Payment Start Date</u>		<u>Monthly Fee</u>
LY 1	February 14, 2010	\$2,419.14

LY 2	February 14, 2011	\$2,491.71
LY 3	February 14, 2012	\$2,566.46
LY 4	February 14, 2013	\$2,643.45
LY 5	February 14, 2014	\$2,722.76

3. LICENSEE presently has nine (9) panel antennas and nine (9) cables. COUNTY grants to LICENSEE permission to install up to fifteen (15) panel antennas and up to eighteen (18) 1-5/8" coaxial cables, subject to structural engineering review and capacity of the tower, which structural report(s) must be reviewed and approved by COUNTY prior to any LICENSEE antenna or cable revisions.

4. Commencing on the first (1st) day of the month following the month in which LICENSEE installs more than nine (9) panel antennas as provided in paragraph 3, above, the then existing Monthly Fee shall incur a one-time increase of One Hundred Fifty Dollars (\$150.00) per month. COUNTY and LICENSEE agree that they shall acknowledge in writing the date that LICENSEE installs more than nine (9) panel antennas. COUNTY and LICENSEE acknowledge and agree the initial increased Monthly Fee shall not actually be sent by LICENSEE until thirty (30) days after a written acknowledgement confirming the antenna installation date. The additional One Hundred Fifty Dollars (\$150.00) per month shall automatically escalate by three percent (3%) on the same date that rent escalates as set forth above.

5. The Parties hereby amend the License by deleting Exhibit A attached to the Agreement, and replacing said Exhibit with Exhibit A (Revised) attached hereto.

6. The Parties hereby restate, ratify and incorporate the License and further amend said License as set forth herein.

7. Except as modified herein all other terms and conditions of the License will remain in full force and effect.

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SIGNATURE PAGE TO FOLLOW

Damascus
WAS CR,RW

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

LICENSEE:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

By: Scott Shepherd
Witness

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

Date: 2/10/10

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: Julie White
Witness

By: Diane R. Schwartz Jones
Diane R. Schwartz Jones
Assistant CAO

Date: 2/10/2010

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: [Signature]
Associate County Attorney
~~Associate~~

Date: 11/9/09

RECOMMENDED BY:

By: [Signature]
Cynthia Brenneman
Director, Office of Real Estate

Date: 1/4/09

Attachment A

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

ASSISTANT SECRETARY'S CERTIFICATE

The UNDERSIGNED, as assistant secretary of Cellco Partnership d/b/a Verizon Wireless does hereby certify the following:

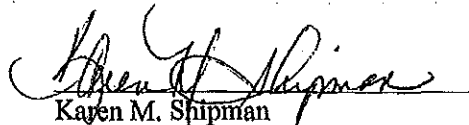
Washington, D.C. SMSA Limited Partnership d/b/a Verizon Wireless (the "Partnership") was a limited partnership formed under the laws of the state of Virginia, consisting of two partners:.

1. Cellco Partnership, a Delaware general partnership with its principal place of business in New Jersey;
2. Verizon Wireless (VAW) LLC, a Delaware limited liability company with its principal place of business in New Jersey.

On December 30, 2009 Verizon Wireless (VAW) LLC distributed its ownership interest/assets held in Washington, D.C. SMSA Limited Partnership to Cellco Partnership. As a result of this distribution the Partnership dissolved by operation of law.

Cellco Partnership is the successor in interest to the Partnership.

Dated: February 2, 2010


Kayen M. Shipman
Assistant Secretary