

ANTENNA LICENSE AGREEMENT

ORIGINAL

This ANTENNA LICENSE AGREEMENT (the "Agreement") is entered into this 1st day of November, 2002, by and between BRE/METROCENTER L.L.C., a Delaware limited liability company, with its principal office at 345 Park Avenue, 32nd Floor, New York, New York 10154-0101 ("Owner") and MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland ("Licensee").

WITNESSETH:

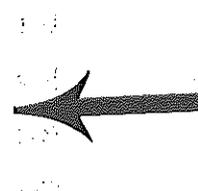
1. **Grant of License.** Subject to the terms, provisions and conditions hereinafter set forth, and in consideration of the duties, covenants and obligations of Owner hereunder, Owner does hereby grant unto Licensee, a nonexclusive license (the "License") to use those portions of the building known as the Hyatt Regency Bethesda, One Bethesda Metro Center, Bethesda, MD (referred to herein as the "Building") which portions are more particularly described in Exhibit A (referred to herein as the "Licensed Site") for the installation, operation and maintenance, at Licensee's sole expense, of Licensee's Equipment which is more particularly described in the annexed Exhibit B (such Licensee's Equipment, including all communications equipment, including base stations, antenna(s), poles, dishes or masts, cabling or wiring and accessories used in connection therewith, is referred to herein as "Licensee's Equipment"). The License granted to Licensee hereunder shall only apply to the Licensed Site, and Licensee shall have no rights to or in any part of the Building except for the Licensed Site. Licensee acknowledges and agrees that Owner may grant similar licenses to other communication companies for the installation on or in the Building of equipment similar to Licensee's Equipment. Owner makes no representation that any such other licenses or equipment shall not interfere with the operation of Licensee's Equipment. Licensee's Equipment shall be installed and operated only in the Licensed Site. Licensee's Equipment installed in, at or on the Licensed Site shall consist only of the items listed on the annexed Exhibit B; any changes or replacements of such Licensee's Equipment

shall be subject to Owner's prior approval not to be unreasonably withheld or delayed provided such changes and replacements conform to the requirements of this Agreement.

2. **Term of License.** A. The License granted hereunder shall be for a term (sometimes referred to herein as the "License Term") beginning on the date (referred to herein as the "Commencement Date") that this Antenna License Agreement is executed and unconditionally delivered by both Owner and Licensee and ending, unless sooner terminated by the provisions of this Agreement or pursuant to law, on the date (referred to herein as the "Expiration Date") which is the fifth (5th) anniversary of the Commencement Date shall occur. The Term of the License granted to Licensee hereunder shall be subject to the rights granted to Owner, hereunder, including any right to terminate or cancel this Agreement.

B. Licensee waives any right to recover any damages which may result from Owner's failure to deliver possession of the Licensed Site to Licensee on the Commencement Date set forth in this Agreement for the commencement of the License Term provided, however, that in the event that Owner fails to so deliver possession to Licensee within thirty (30) days of the Commencement Date, then this Agreement and the License Term shall end, and except as specifically set forth herein with respect to any surviving obligation or liability neither Owner nor Licensee shall have any obligation or liability to the other under this Agreement. In the event that Owner delivers possession of the Licensed Site to Licensee on a date which is within thirty (30) days after the Commencement Date set forth in this Agreement, then the Commencement Date shall be deemed to be the date that possession of the Licensed Space is delivered to Licensee. Owner shall use all reasonable diligence to deliver possession of the Licensed Site to Licensee within thirty (30) days of the Commencement Date.

C. Provided Licensee is not then in default under any of the terms, covenants or conditions of this Agreement on Licensee's part to be observed or performed, Licensee shall have the option (referred to herein as "Licensee's Renewal Option") to renew this License and the License Term for a single renewal term of five (5) years (referred to herein as the "Renewal Term") commencing on the date next following the Expiration Date as determined by the provisions



of Paragraph A and ending, unless sooner terminated pursuant to the provisions of this License or pursuant to law, on the date which immediately precedes the fifth (5th) anniversary of the first day of the Renewal Term (referred to as the "Extended Expiration Date"). If Licensee exercises such option in accordance with the provisions and limitations of this Article, this Agreement and the License Term shall be renewed for such Renewal Term upon all of the other then executory terms, covenants and conditions contained in this Agreement, and the Expiration Date shall be deemed extended to the Extended Expiration Date. Licensee shall have the right to exercise such Licensee's Renewal Option only by the giving of a notice by Licensee to Owner (referred to therein as "Licensee's Renewal Notice") stating that Licensee has exercised such right on or prior to the date which is One Hundred Eighty-Two (182) days before the Expiration Date. Licensee agrees and acknowledges that time is of the essence with respect to the giving of Licensee's Renewal Notice on or prior to the date which is One Hundred Eighty-Two (182) days before the Expiration Date and any notice given by Licensee after such date which attempts or purports to exercise Licensee's Renewal Option shall be of no force and effect.

3. Licensee's Termination Rights. Provided that Licensee is not then in obligations under this Agreement beyond any applicable notice and grace period, if Licensee is in default of this Agreement for the curing of such default, Licensee shall have the right to terminate this Agreement upon the occurrence of any of the following described Licensee's Termination Events and Licensee's compliance with the requirements of this Paragraph 3. For the purpose hereof "Licensee's Termination Events" shall consist of the following:

- (a) If Owner does not approve the plans for the initial installation or location of Licensee's Equipment within thirty (30) days of Licensee's submission to Owner of plans for the installation of such Licensee's Equipment; or
- (b) Licensee shall be unable, after all due diligent efforts, to obtain the required permits from the applicable Government Authorities for the installation of Licensee's Equipment.

Upon the occurrence of any Licensee Termination Event, Licensee shall have the right to terminate this Agreement and the License Term by giving a notice of such termination by Licensee to Owner stating that a Licensee Termination Event has occurred and that Licensee is exercising its right of termination under this Paragraph 3. If Licensee shall give such termination notice, this Agreement and the License Term shall expire as of the date which is thirty (30) days after the giving of Licensee's notice of termination as if such date was the Expiration Date.

4. **License Fee.** In consideration of the grant of the License to Licensee hereunder, from and after the hereinafter defined "License Fee Payment Date", Licensee shall pay to Owner a fee (referred to herein as the "License Fee") at the annual rate of TEN THOUSAND TWO HUNDRED and 00/100 (\$10,200.00) DOLLARS, payable in equal monthly installments in advance on the first (1st) day of each month of the License Term without prior demand therefor and without any offset, credit or deduction whatsoever. The then License Fee shall be increased on each anniversary of the Commencement Date by an amount of three (3%) percent. For the purposes hereof, the "License Fee Payment Date" shall be the date on which the first of the following events shall occur: (i) the day which is five (5) days next following the date that Owner approves Licensee's plans and specifications for the initial installation of Licensee's Equipment or (ii) the day that Licensee takes possession of the Licensed Site, or any portion thereof, for any purpose whatsoever, provided that in no event shall the Licensee Fee Payment Date be later than thirty (30) days next following the Commencement Date. In the event that the License Fee Payment Date shall not occur on the first day of a month, then, the monthly installment of the License Fee for the month in which the License Fee Payment Date shall occur shall be equitably prorated for such month. All sums to be paid by Licensee to Owner under this Agreement shall be paid directly to Owner, or its designee, in lawful money of the United States, at the offices of Owner.

5. **Location & Design Approval and Owner's Relocation Right.**

A. The location of Licensee's Equipment shall be subject to the prior written approval of Owner. The initial installation of Licensee's Equipment shall be made by Licensee, at Licensee's

sole cost and expense as an hereinafter defined "Alteration" in accordance with plans and specifications therefor approved by Owner. Promptly after the execution and delivery of this Agreement by both Owner and Licensee, Licensee shall prepare and submit such plans and specifications to Owner for its review. Owner shall review such plans and specifications and respond to Licensee with respect thereto with all reasonable diligence. Licensee agrees to commence the initial installation of Licensee's Equipment in the Building in accordance with the provisions of this Agreement promptly upon Owner's approval of Licensee's plans and specifications therefor, and diligently pursue same to completion.

B. (1) Owner reserves the right (referred to herein as "Owner's Relocation Right"), in its sole discretion, to relocate the Licensed Site and Licensee's Equipment, or any item thereof, to another location in or on the Building.

(2) In the event that Owner exercises such Owner's Relocation Right, Licensee shall, at Owner's cost and expense, relocate Licensee's Equipment to such new relocated Licensed Site on or before the date set forth in Owner's notice to Licensee of such relocation provided that such date shall not be earlier than one hundred twenty (120) days of the date of Owner's notice to Licensee exercising such Owner's Relocation Right. Notwithstanding the aforesaid, in the event that Owner exercises Owner's Relocation Right, then, Licensee may in the alternative, upon notice to Owner, cancel this Agreement and the Licensed Term within ninety (90) days of Licensee's relocation notice, and upon the giving of such cancellation notice this Agreement and the License Term shall expire as of the five (5) days of the giving of Licensee's notice of cancellation.

6. Existing Conditions/No Owner Representations: Licensee shall take the Licensed Site in the condition that the Licensed Site shall exist on the Commencement Date "as is", and Owner shall have no obligation to do any work or perform any installations in order to prepare the Licensed Site for Licensee's use thereof. Licensee acknowledges that Licensee has made a thorough inspection of the Licensed Site and the Building, including an inspection to Licensee's satisfaction of the physical

and environmental conditions thereof, and Licensee is thoroughly acquainted with all of the conditions pertaining to the Licensed Site. Owner has not made any representation, statement or warranty as to the conditions of the Licensed Site or the Building.

7. Manner of Use/Non Interference/Owner's Cancellation Right:

A. Licensee shall use the Licensed Site solely for the purpose of allowing only Licensee (or Licensee's agents, as approved or authorized by Owner) to install, maintain and operate on the Licensed Site Licensee's Equipment solely for purposes of providing (i) communications services used in the operation of Licensee's business activities where Licensee or its affiliates holds a Federal Communications Commission (referred to herein as the "FCC") license for said use, (ii) common carriage where Licensee holds an FCC license as a Radio Common Carrier, (iii) communications services for others where Licensee holds an FCC license as the systems operator, or (iv) transceivers for use by others where others hold an FCC license for the operation of said transceivers. Licensee shall have no right to use the Licensed Site for any other purpose. Without limiting the aforesaid, Licensee is expressly forbidden to use Licensee's Equipment located within the Building to program or control the operations of any other antennae located upon other properties without the express written permission of Owner. In no event shall Licensee (i) use its rights under this Agreement as means of circumvention by permitting retail communications service providers to avoid directly entering into an agreement with Owner for provision of such provider's services to the tenants, occupants or licensees of the Building or (ii) provide its telecommunication services to the tenants, occupants or licensees of the Building.

B. (1) Neither the Licensee's Equipment, the operation, installation or maintenance thereof, nor Licensee, shall (x) interfere or threaten to interfere with the use of the roof, or if applicable "set-back", or any other part of the Building by Owner or any tenant, licensee, user or occupant of the Building including the operation of communication or computer equipment by such person or (y) create or threaten to create any danger to the health and safety of persons or the Building or to the environment. For the purpose hereof, such interference shall include (i) any

electrical, electromagnetic or radio frequency interference, (ii) any restrictions or limitation of any space tenants in the Building to conduct their business therein or use or occupy their space, or (iii) the needs of other space tenants in the Building (other than rooftop communications companies which are not associated with such space tenants and install antennas in or on the Building after the commencement of the License Term). If, in the sole judgment of Owner, any such interference or danger shall occur or might occur as a result of the operation of Licensee's Equipment, then the following shall apply:

(i) in the event of any threatened or actual danger to health or safety to any occupants of the Building or to the environment thereof, then, Licensee shall shut down Licensee's Equipment or otherwise remedy such danger within three (3) hours of verbal notice to Licensee by Owner of such danger; provided, however, that if Owner determines that an emergency situation attributable to Licensee's Equipment exists or threatens to exist which must be remedied immediately, then, notwithstanding the aforesaid, Owner may act, at Licensee's cost and expense, to shut down Licensee's Equipment and/or correct such emergency situation and Owner shall have no liability to Licensee as a result thereof. In addition, if Licensee shall fail to remedy such danger within such three (3) hour period, then, Owner may act, at Licensee's cost and expense, to shut down Licensee's Equipment and/or correct such emergency situation and Owner shall have no liability to Licensee as a result thereof;

(ii) in the event of any actual, threatened or anticipated interference with the operation of the Building shall occur (other than the danger or the emergency situation described in subsection (i) above), then, Licensee shall shut down Licensee's Equipment or otherwise remedy such interference within forty-eight (48) hours of verbal or written notice to Licensee by Owner of such interference. If Licensee shall fail to remedy such interference, whether by shutting down of Licensee's Equipment or otherwise, within such forty-eight (48) hour period, then, Owner may act, at Licensee's cost and expense, to shut down Licensee's Equipment to eliminate such interference and/or correct such emergency situation and Owner shall have no liability to Licensee as a result thereof.

Any such sums due Owner from Licensee pursuant to the provisions of this Section shall be deemed added to the License Fee and shall be paid and collectable as part of such License Fee and such obligation of Licensee shall survive the termination or cancellation of this Agreement.

(2) In the event of such interference, danger or emergency situation, Licensee shall promptly cease operation and use of Licensee's Equipment (except for intermittent testing on a schedule approved by Owner) until the interference or emergency situation has been corrected to the satisfaction of Owner. If such interference or dangerous situation has not been permanently corrected within sixty (60) days, Owner may, at its option, upon written notice to Licensee, either terminate this Agreement and the License Term forthwith, or, in the alternative, require that Licensee immediately either (i) remove from the Licensed Site the specific item of Licensee's Equipment causing such interference or danger, (ii) modify Licensee's Equipment (by so-called shielding or otherwise) to eliminate such interference or danger, or (iii) relocate Licensee's Equipment to a new Licensed Site on or in the Building designated by Owner to eliminate such interference or danger or threat thereof. In the event that Owner shall require such removal, modification or relocation, then Licensee may, at its option, upon notice to Owner, terminate this Agreement; Owner shall have no obligation to pay any sums to Licensee in connection with such termination. In the event that either Owner or Licensee shall give a notice exercising their right to terminate this Agreement and the License Term hereunder, then this Agreement and the License Term shall end thirty (30) days after the giving of such notice, and except as specifically set forth in this Agreement with respect to any surviving obligation, neither Owner nor Licensee shall have any obligation or liability to the other under this Agreement occurring after the date of such termination.

(3) Licensee further understands and agrees that the aesthetic characteristics of the Building are of significant commercial importance to Owner and, therefore, Licensee shall ensure that the installed appearance of Licensee's Equipment will be consistent with the plans and specifications which are either set forth in Exhibit B, or which shall be subject to Owner's prior written approval. Licensee further agrees that at no time during the period of this License will it use or permit the use of

Licensee's Equipment in ways that are inconsistent with such plans and specifications (as they may, from time to time, be revised only upon the prior written approval of Owner).

8. Legal Compliance: A. Licensee agrees that its use of the Licensed Site and the installation, operation and maintenance of its Licensee's Equipment shall at all times, at Licensee's expense, strictly comply with all applicable "Legal Requirements", and the orders and requirements of all "Government Authorities". The term "Legal Requirements" shall mean all present and future laws, codes, ordinances, statutes, requirements, orders and regulations, ordinary and extraordinary, foreseen and unforeseen, of any "Governmental Authority" having jurisdiction and all directions, requirements, orders and notices of violations thereof. The term "Governmental Authority" shall mean the United States of America, the State of Maryland, any political subdivision thereof and any agency, department, commission, board, bureau or instrumentality of any of governmental body, now existing or hereafter created, having jurisdiction over Owner, Licensee, the operation the Licensed Site or Licensee's Equipment, this License or the Building, including the FCC and the Federal Aviation Agency, and with such technical standards as may from time to time be established by Owner for the Licensed Site, including, without limitation, technical standards for the Building relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (referred to herein as the "Technical Standards"). The current Technical Standards for the Building and operation of Licensee's Equipment are attached hereto as Exhibit C. If (i) any applicable Legal Requirements or Governmental Authority, or (ii) any new technical standards established by Licensor, shall require that Licensee modify or revise the then existing installation, operation or maintenance of Licensee's Equipment, then Licensee shall make such modifications or revisions at Licensee's, sole cost and expense within thirty (30) days thereafter.

B. Licensee shall pay all sums, contributions, taxes and fees arising from or attributable to the operation of Licensee's Equipment. In addition to the aforesaid, Licensee shall (i) not generate, store, install, dispose of or otherwise handle any substance, waste or material which is deemed hazardous, toxic, a pollutant or contaminant, under any Legal Requirement now or hereinafter in effect (referred to herein as "Hazardous Substances") in the Licensed Site, or in or

around the Building, in any manner contrary to any applicable Legal Requirements; (ii) not install or place in Licensee's Equipment or at the Licensed Site any asbestos or asbestos-containing materials (iii) at Licensee's cost and expense remove, clean-up and remedy any Hazardous Substance at the Licensed Site or in the Licensee's Equipment or in the Building to the extent and in the manner required by any applicable Legal Requirements, if the presence of such Hazardous Substances resulted from the action or inaction of Licensee, its employees, contractors, subcontractors, agents, licensees or invitees. Licensee shall not remove, clean up, abate, or disturb any asbestos or asbestos-containing material in or about the Licensed Site except as Owner shall direct.

C. Licensee represents that Licensee has obtained all relevant licenses and approvals from all Governmental Authorities under all Legal Requirements to install, maintain and operate Licensee's Equipment at the Licensed Site including all appropriate FCC licenses (referred to herein as the "Legal Licenses"). Licensee shall, at Licensee's cost and expense, throughout the License Term maintain all such Legal Licenses and Licensee shall have no right to operate Licensee's Equipment without first obtaining and maintaining in good standing such Legal Licenses.

9. **Alterations and Improvement:** Licensee shall not make any changes, additions, improvements, alterations or other physical changes to the Licensed Site, the Building or any portions thereof, or any of the systems therein or thereon (referred to collectively as "Alterations" and singly as an "Alteration") without the prior written consent of Owner in each instance, and in the event that Owner grants such consent, and such Alteration shall be made in compliance with all Legal Requirements and performed in a manner and at such times as Owner reasonably designates and such Alterations or installations shall not, in any event, interfere with the use and operation of the Building by Owner or any tenant, licensee, occupant or user thereof. Without limiting the aforesaid, Licensee agrees that (a) prior to any Alterations by Licensee or the installation of any Licensee's Equipment in or on the Licensed Site, Licensee shall submit detailed plans and specifications of the planned Alteration or installation to Owner for Owner's approval (which approval shall not be unreasonably withheld, conditioned or delayed, provided no Alteration shall affect any part of the Building other than the Licensed Space or adversely affect any service required to be furnished by Owner to

Licensee or to any other tenant or occupant of the Building (including, without limitation, the Building-wide standard systems required to provide elevator, heat, ventilation, air-conditioning and electrical and plumbing services in the Building)) provided that in no event will Owner's approval of such plans be deemed a representation that they comply with applicable Legal Requirements, and will not cause interference with other communication operations of Owner, or any tenant, licensee, user or occupant of the Building and any such Alterations shall be made only in accordance with the plans and specifications approved by Owner, (b) all contractors performing any Alterations, modification or maintenance work on behalf of Licensee at the Licensed Site or in the Building shall be subject to the prior written approval of Owner prior to the commencement of such work, which approval shall not be unreasonably withheld, conditioned or delayed, but which once given may later be rescinded by Owner. In the event Owner or its agents employ any independent architect or engineer to examine any plans or specifications submitted by Licensee to Owner in connection with any proposed Alteration, Licensee agrees to pay to Owner a sum equal to any reasonable fees incurred by Owner in connection therewith. Nothing in this Agreement shall be construed in any way as constituting the consent or request of Owner, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialmen, for the performance of any labor or the furnishing of any material for any specific Alteration to, or repair of, the Licensed Site, the Building, or any part thereof. Any mechanic's or other lien filed against the Building, or the real property on which the Building is situated, for work claimed to have been done for, or materials claimed to have been furnished to, Licensee or any person claiming through or under Licensee or based upon any act or omission or alleged act or omission of Licensee or any such person shall be discharged by Licensee (by bond or otherwise) at Licensee's sole cost and expense, within twenty (20) days after the filing of such lien. Owner hereby consents to the collateral assignment and granting of a security interest from time to time in favor of any holder of indebtedness borrowed by Licensee whether now or hereafter existing in and to all of Licensee's right, title and interest in and to Licensee's Equipment.

Licensee shall prominently label Licensee's Equipment with appropriate safety warnings when human exposure to microwave or radio frequency radiation may exceed applicable safety standards. If so, Licensee shall immediately take all required steps to eliminate such frequency radiation. Licensee understands and agrees that the structural integrity, moisture resistance, and the

load bearing capability of the exterior walls, bulkheads, parapets and roofing membranes and surfaces of the Building, and the ability of Owner to use all parts of the roof of the Building are of critical importance to Owner. Licensee therefore agrees the specifications and plans that it will provide shall be of sufficient specificity to ensure that these concerns are protected, and Licensee further agrees and commits that if Owner shall authorize such installation, the actual installation of Licensee's Equipment shall be in strict accordance with those specifications.

Owner hereby approves of the initial installation of Licensee's Equipment at the Licensed Site in accordance with the provisions of this Agreement. However, the approval by Owner of any of Licensee's plans and specifications for Licensee's initial installation of Licensee's Equipment at the Building shall not constitute an assumption of any liability on the part of the Owner for their accuracy or their conformity with applicable law and Licensee shall be solely responsible therefor.

10. Repairs and Maintenance: Licensee shall, at its sole cost and expense, maintain and take good care of (i) the Licensed Site and all of Licensee's fixtures, installations and appurtenances contained therein and (ii) Licensee's Equipment and all replacements and additions thereto and Licensee shall make all repairs, structural or otherwise, foreseen or unforeseen as and when needed to keep the Licensed Site, and Licensee's Equipment in good order and repair. Licensee shall, at its cost and expense, keep the Licensed Site and Licensee's Equipment, and the areas immediately surrounding same, neat and clean. All penetrations into any Building surfaces shall be sealed by Licensee, in a manner acceptable to Owner, so as to prevent any water leakage. Throughout the period of such installation, and thereafter during any operation, maintenance or repair of the Licensee's Equipment, Licensee shall install and utilize, at Licensee's sole expense, such screening supports, walk boards and such other materials as may be required by Owner to protect the Building pedestrians, vehicles on adjacent sidewalks or roadways and any other property or owners of property adjacent to the Building. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb Owner or any tenant, licensee, user or occupant of the Building. Owner shall have no obligation to license, maintain, repair, operate or safeguard Licensee's Equipment.

11. Utilities: **A.** Except as provided in the following Section B, Owner shall have no obligation to provide any utilities, including electrical service, to the Licensed Site or for the operation of Licensee's Equipment and Owner makes no representation as to the availability of such utilities. Except as provided in the following Section B, Licensee shall, at Licensee's cost and expense, provide all necessary utilities to the Licensed Site and Licensee's Equipment and shall make its own arrangements with the public utility servicing the Building for such electrical and other utility service.

During the License Term, if Owner does not provide electrical service as provided in Section B below, Owner shall, to the extent available in Owner's discretion, and in partial consideration of the License Fee, allow Licensee non-exclusive use of so-called "riser space" in the Building to install electrical lines (which installation shall be deemed an Alteration) and enable Licensee to obtain such electrical service from such public utility, provided that such riser space use shall be subject to Owner's reasonable rules and requirements and Licensee's use thereof shall not interfere with the use and occupancy of the Building by Owner or any other tenant, licensee, user or occupant thereof.

B. (1) Notwithstanding Section A of this Paragraph 11, Owner, may in its discretion, provide the Licensed Site and Licensee's Equipment with electrical service on a so-called "submeter basis". In such event, Licensee shall pay to Owner, from time to time, upon demand, for the electricity consumed at the Licensed Site and by Licensee's Equipment as determined by submeters installed by Licensee at Licensee's expense, the actual cost to Owner of purchasing electricity for the Licensed Site and Licensee's Equipment (as such actual cost is hereinafter defined) plus all applicable taxes thereon. In addition, Licensee shall also pay to Owner as an administrative fee a sum equal to ten (10%) percent of such actual cost to Owner of purchasing electricity for the Licensed Site. Owner's actual cost for Licensee's kW and kWh shall be determined by the application of the Building's electric rate schedule per month from the corporation(s) and/or other entity(ies) selected by Owner to supply electrical service to the Building multiplied by Licensee's usage at the Licensed Site and/or by Licensee's Equipment. With respect to any period when any such submeter is not in good working order, Licensee shall pay Owner for electricity consumed in the portion of the Licensed Site served by such submeter at the rate paid by Licensee to Owner during the most recent comparable period when such submeter was in good working order plus such ten (10%) percent administrative

fee. Licensee shall, at Licensee's sole cost and expense, take good care of any such submeter and all submetering installation equipment and make all repairs thereto occasioned by any acts, omissions or negligence of Licensee or any person claiming through or under Licensee as and when necessary to insure that any such submeter is, at all times during the License Term, in good working order. Owner may, at any time, elect to discontinue the redistribution or furnishing of electrical energy. In the event of any such election by Owner, (i) Owner agrees to give reasonable advance notice of any such discontinuance to Licensee, (ii) Owner agrees to permit Licensee to receive electrical service directly from the corporation(s) and/or other entity(ies) Owner selects to supply electrical service to the Building and to permit the existing feeders, risers, wiring and other electrical facilities serving the Licensed Site to be used by Licensee for such purpose to the extent they are suitable and safely capable.

(2) Notwithstanding anything contained in this Section B to the contrary, either initially, or at any time during the License Term, Owner may elect, in its sole discretion, not to provide or, to thereafter discontinue, electrical service on a so-called "submeter basis" and in lieu thereof, to charge Licensee for its electrical consumption on a so-called "inclusion" basis, in which event Owner shall notify Licensee of such discontinuance and election together with the amount to be added to the License Fee for the provision of electrical service on such so-called "inclusion" basis in accordance with the provisions of the following provisions of this Subsection (2). Licensee agrees that Owner may cause an independent electrical engineer or electrical consulting firm, selected by Owner, to make a determination, following the commencement of Licensee's normal use of Licensee's Equipment in the Licensed Space, of the full value to Licensee of the electrical services supplied by Owner to Licensee, to wit: the potential electrical energy supplied to Licensee annually based upon the estimated capacity of the electrical feeders, risers and wiring and other electrical facilities serving Licensee's Equipment. Such engineer or consulting firm shall certify such determination in writing to Owner and Licensee and thereafter the annual value of the electrical service provided to Licensee as so determined shall be added to and become part of the License Fee (such annual value is referred to as the "Electrical Inclusion Factor"). At the request of either Owner or Licensee the parties shall enter into a written agreement, in form reasonably satisfactory to Owner and Licensee, modifying this

Agreement as of the Commencement Date by increasing the License Fee by the amount of the Electrical Inclusion Factor for the entire License Term. If, at any time or times after the date of such determination of the Electrical Inclusion Factor, the rates at which Owner purchases electrical energy from the corporation(s) and/or other entity(ies) Owner has selected to supply electrical service to the Building or any charges incurred or taxes payable by Owner in connection therewith shall be increased or decreased, then License Fee and the Electrical Inclusion Factor shall be increased or decreased, as the case may be, upon demand of either party, in an annual amount which shall fairly and proportionately reflect the estimated increase or decrease, as the case may be, in the annual cost to Owner of purchasing electrical energy for the Building. If, within ten (10) days after any such demand, Owner and Licensee shall fail to agree upon the amount of such increase or decrease, as the case may be, in the License Fee and the Electrical Inclusion Factor then, in lieu of such agreement, such estimated increase or decrease, as the case may be, shall be finally determined by an independent electrical engineer or consulting firm selected by Owner and paid for equally Owner and Licensee who shall certify such determination in writing to Owner and Licensee. Following any such agreement or determination, Owner and Licensee shall, at the request of either party, enter into a written supplementary agreement, in form satisfactory to Owner, modifying this Agreement by increasing, or decreasing, as the case may be, the License Fee and the Electrical Inclusion Factor for the remainder of the License Term in an annual amount equal to such estimated increase or decrease as so agreed or determined. Any such increase or decrease in the License Fee and the Electrical Inclusion Factor shall be effective as of the effective date of such increase or decrease, and shall be retroactive to such date if necessary. The monthly installments of the License Fee payable after the date upon which any such increase or decrease is so fixed shall be proportionately adjusted to reflect such increase or decrease in the License Fee. The following method of computation shall be employed by any electrical engineer or electrical consulting firm selected by Owner in determining the Electrical Inclusion Factor or any increase or decrease thereof resulting from the corporation(s) and/or other entity(ies) Owner has selected to supply electrical service to the Building (referred to individually and collectively as "the Corporation") electrical rate and fuel charge changes and taxes (collectively "Electrical Changes") payable in connection therewith:

(a) Owner's bills from the Corporation for the Building for the twelve (12) month period immediately preceding the Electrical Change in question shall be averaged for demand and consumption (kW and kWh) and the rate structure in effect immediately prior to the Electrical Change in question shall be applied to such average demand and consumption factors of Owner's billings for the Building for said twelve (12) month period resulting in an agreed determination of the cost to Owner of electricity for the Building immediately prior to the Electrical Change in question; and

(b) The new rate structure pursuant to which Owner is billed by the Corporation, i.e., the rate structure which includes the Electrical Change in question, shall be applied to the average demand and consumption factors of Owner's billings for the Building for said twelve (12) month period resulting in an agreed estimate of the cost to Owner by reason of the Electrical Change in question; and

(c) The difference in the costs determined pursuant to the foregoing subdivisions (a) and (b) shall be deemed to be the amount of the estimated annual change in cost and the amount of such estimated annual change in cost shall be divided by the cost determined pursuant to the foregoing subdivision (a); and

(d) The resulting quotient shall be applied to Licensee's then current Electrical Inclusion Factor to produce the increase or decrease in the License Fee and Electrical Inclusion Factor.

C. If either the quantity or character of electrical service is changed by the corporation(s) and/or other entity(ies) selected by Owner to supply electrical service to the Building or is no longer available or suitable for Licensee's requirements, no such change, unavailability or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Licensee to any abatement or diminution of and fees or sums due Owner from Licensee under this Agreement, or relieve Licensee from any of its obligations under this Agreement, or impose any liability upon

Owner, or its agents, by reason of inconvenience or annoyance to Licensee, or injury to or interruption of Licensee's business or otherwise. Licensee covenants that at no time shall the use of electrical energy in the Licensed Site exceed the capacity of the existing feeders or risers or wiring installations then serving the Licensed Site.

12. No Assignment or Subletting: Licensee may not assign or transfer this Agreement, or the License granted hereunder without the prior written consent of Owner in each instance. Notwithstanding the foregoing, Owner shall have the right to freely transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building and no further liability or obligation shall thereafter accrue against Owner.

13. Access by Owner and Licensee: A. Licensee hereby grants Owner or its agents or representatives the right to have access to the Licensed Site and to Licensee's Equipment at all hours to (i) inspect Licensee's Equipment, (ii) make technical measurements or tests related to the Licensee's Equipment, provided that no hard electrical connections are made to Licensee's Equipment when Licensee or its representative is not present, (iii) perform any obligations of Licensee hereunder which Licensee has failed to perform, (iv) assure Licensee's compliance with the terms and provisions of this Agreement and all Legal Requirements (the foregoing subdivision (iii) and this subdivision (iv) of this Paragraph 13 are collectively referred to as "Compliance Work"), (v) perform any obligation of Owner under this Agreement, or exercise any right or remedy reserved to Owner in this Agreement, or complying with any Legal Requirement which Owner is obligated to comply with or (vi) to make such repairs, alterations, improvements, additions, or maintenance to the Building or the Licensed Site as Owner shall deem necessary or desirable. Upon Owner's request, Licensee shall shut down Licensee's Equipment, during the period that Owner is exercising any of its rights under the aforesaid subdivisions (i) to (vi). Such Owner's shut down request shall be given with reasonable advance notice under the circumstance. The exercise by Owner or its agents or by the lessor under any underlying or superior lease or the holder of any mortgage affecting the Building of any right granted or reserved to Owner under this Agreement shall not constitute an actual or constructive eviction, in whole or in part, or entitle Licensee to any abatement or diminution of fees or other sums due to be

paid by Licensee hereunder, or relieve Licensee from any of its obligations under this Agreement, or impose any liability upon Owner, or its agents, or upon any lessor under any superior lease or upon the holder of any mortgage, by reason of inconvenience or annoyance to Licensee, or injury to or interruption of Licensee's business or operation of Licensee's Equipment, or otherwise. Notwithstanding the aforesaid, in the event that Licensee is required to shut down its equipment for a period of more than fifteen (15) days by reason Owner's exercise of its rights under this Paragraph, then Licensee shall have the right to terminate the License Term and this Agreement upon notice to Owner effective five (5) days after the giving of such notice of termination by Licensee, provided, however, that in the event that Licensee is required to shut down its equipment for a period of more than fifteen (15) days by reason of Owner's performing any Compliance Work, then Licensee shall not have the right to so terminate the License Term and this Agreement.

B. Licensee and Licensee's representatives, approved and authorized by Owner in advance, shall have access to the Licensed Site (x) during and after regular business hours, if access is not obtained through other tenant spaces of the Building or (y) after regular business hours, if access is obtained solely through other tenant spaces of the Building upon reasonable advance notice to Owner, and, in the event of an emergency with respect to Licensee's Equipment upon such advance notice as is reasonably practicable under the circumstances. Such access by Licensee shall be subject in a manner as Owner shall reasonably designate with respect to safely and to prevent interference with the use and operation of the Building by Owner and the other tenants or occupants thereof. In the event that Licensee must use any conduit or riser in the Building to connect up various elements of Licensee's Equipment, then, for the purposes of this Section B, the Licensed Site shall be deemed to include the non-exclusive use of such riser or conduit.

14. End of License Term/Removal of Equipment: On or prior to the Expiration Date or sooner termination, end or cancellation of the License Term and this Agreement pursuant to the provisions of this Agreement or pursuant to law, Licensee shall surrender and vacate the Licensed Site broom clean and in good order and condition, ordinary wear and tear excepted, and shall remove all of Licensee's Equipment and Licensee's personal property and all other property and effects of

Licensee and all persons claiming through or under Licensee from the Licensed Site and the Building and shall repair all damage to the Licensed Site or the Building occasioned by such removal. Licensee's obligation to pay the License Fee or other sums due Owner under this Agreement for any period prior to the Expiration Date, or sooner termination, end or cancellation of the License Term or this Agreement, or any obligation arising during such period shall survive the Expiration Date or such sooner termination, end or cancellation. Owner shall have the right to retain any property and effects which shall remain in the Licensed Site after such expiration, cancellation or termination of the License Term and any net proceeds from the sale thereof without waiving any of the Owner's rights with respect to any default by Licensee under the foregoing provisions of this Agreement. Licensee hereby expressly waives for itself and for any person claiming through or under Licensee any rights which Licensee or any such person may have under Maryland law then in force in connection with any proceedings which the Owner may institute to enforce the foregoing provisions of this Paragraph 14. If the date upon which the License Term shall expire, terminate or end shall fall on a Sunday or a holiday then Licensee's obligations under the first sentence of this Paragraph shall be performed on or prior to the Saturday or business day immediately preceding such Sunday or holiday. Licensee's obligations under this Paragraph shall survive the cancellation, termination or expiration of the License Term and this Agreement.

15. Casualty and Condemnation: A. In the event that the Licensed Site shall be damaged by fire or other casualty, Owner shall have no obligation to repair such damage provided that if Owner gives Licensee notice that it intends to repair such damage within ninety (90) days of such damage or casualty then, this Agreement shall remain in force and effect provided that Owner shall undertake such repairs with reasonable diligence. If the Licensee shall be unable to use the Licensed Site or Licensee's Equipment by reason of a fire or casualty which was not the result of the act or negligence of Licensee, then, during such period of inability the fees or other sums payable by Licensee to Owner shall abate until the earlier of the date (i) such damage is repaired or (ii) Licensee begins to use the Licensed Site or (iii) this Agreement and the License Term shall end as provided in this Paragraph 15. In the event that Owner shall not give notice that it intends to repair such damage, then, Licensee shall have the option, by notice to Owner within thirty (30) days after the initial ninety (90) day

period, to cancel this Agreement and the License Term in which event this Agreement and the License Term shall terminate and be of no further force and effect as of the date of such notice and except for those obligations which survive expiration of the License Term, neither party shall have any further obligation or liability under this Agreement for any period after such effective termination date.

B. Notwithstanding anything contained in this License Agreement to the contrary, in the event that any of the following listed events shall occur (sometimes referred to herein as the "License Termination Events"), then this License and the License Term shall terminate and be of no further force and effect as of the effective date that this License shall so terminate. For the purposes hereof the License Termination Events shall be any of the following:

(1) if (a) the Licensed Site or (b) the Building shall be damaged by fire or other casualty (whether or not in such instance the Licensed Site shall be so damaged) and Owner shall decide not to repair or restore such damage in which event the License Term shall terminate on a date set forth in a notice by Owner to Licensee terminating this License and the License Term (i) as of the date of such fire a casualty, if the Licensed Site was damaged thereby or (ii) a date set forth in Owner's notice;

(2) the Licensed Site or a substantial part of the Building shall be acquired or condemned by any legal authority or for public use or purpose in which event the License granted hereunder shall terminate upon a notice by Owner to Licensee terminating this Agreement and the License Term as of the date of such taking.

C. (1) Licensee acknowledges that it has been advised that Owner's insurance policies do not cover Licensee's personal property or any other property of Licensee in the Licensed Site; accordingly, it shall be Licensee's obligation to obtain and maintain insurance covering its property in the Licensed Site. Licensee shall obtain and maintain, throughout the License Term, in Licensee's casualty and other insurance policies covering Licensee's personal property and other property of Licensee in the Licensed Site, so-called "waiver of subrogation" provisions to the effect that such policies shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for loss occasioned by fire or other casualty which is an insured risk under such policies. If Licensee is unable to obtain such provisions in Licensee's property and other insurance policies, Licensee shall name Owner as an additional insured but not as a loss payee under such policies, it being understood and agreed that Owner shall have no right whatsoever to any of the proceeds of such insurance. As long as such or similar provisions are included in such insurance policies then in force, Licensee hereby waives (and agrees to cause any other permitted occupants of the Licensed Site to execute and deliver to Owner written instruments waiving) any right of recovery against Owner, any lessors under any ground or underlying lease, the holders of any mortgage, and all other tenants or occupants of the Building, and any servants, employees, agents or contractors of Owner, or of any such lessor, or holder or any such other tenants or occupants, for any loss occasioned by fire or other casualty which is an insured risk under such policies. In the event that at any time such insurance carriers shall not include such or similar provisions in any such insurance policy, the waiver set forth in the foregoing sentence (or in any written instrument executed by any other permitted occupant of the Licensed Site) shall, upon notice given by Licensee to Owner, be deemed of no further force or effect with respect to any insured risks under such policy from and after the giving of such notice. During any period while any such waiver of right of recovery is in effect, Licensee, or any other permitted occupant of the Licensed Site, as the case may be, shall look solely to the proceeds of such policies to compensate Licensee or such other permitted occupant for any loss occasioned by fire or other casualty which is an insured risk under such policies.

(2) Owner shall attempt to obtain and maintain, throughout the License Term, in Owner's casualty insurance policies covering the Building, so-called "waiver of subrogation"

provisions to the effect that such policies shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for loss occasioned by fire or other casualty which is an insured risk under such policies. As long as such or similar provisions are included in such insurance policies then in force, Owner hereby waives any right of recovery against Licensee, and any servants, employees, agents or contractors of Licensee, for any loss occasioned by fire or other casualty which is an insured risk under such policies. In the event that at any time such insurance carriers shall not include such or similar provisions in any such insurance policy, the waiver set forth in the foregoing sentence shall, upon notice given by Owner to Licensee, be deemed of no further force or effect with respect to any insured risks under such policy from and after the giving of such notice. During any period while any such waiver of right of recovery is in effect, Owner shall look solely to the proceeds of such policies to compensate Owner or such other permitted occupant for any loss occasioned by fire or other casualty which is an insured risk under such policies.

16. Indemnity and Insurance: A. (1) Subject to the notice requirements and damages limitations in the Local Government Tort Claims Act ("LGTCA"), " 5-301 et seq of Md. Code Ann. Cts. & Jud. Proc. (1998 Rect. Vol.), as amended from time to time, Licensee agrees to indemnify the Owner and hold the Owner, and its agents (including its managing agent), and the agents, servants and employees of each of the foregoing and such other entities as may be designated by the Owner (individually, an "Indemnitee" and collectively, the "Indemnitees") from and against each and every claim, demand, cause of action, liability, cost, damage, loss, penalty, fine, judgment or expense (including, but not limited to, attorneys' fees and expenses incurred in defense of the Indemnitees) which (i) may be made, asserted, brought or recovered by any person, firm or corporation arising out of any death or bodily or personal injury (including sickness or disease) or any damage to property to the extent caused by, resulting from or in any way directly or indirectly incidental to or in connection with the use of Licensed Site or the operation of the Licensee's Equipment, and/or any act, omission or negligence of Licensee and its agent, contractors or employees and (ii) shall arise or result from or be incurred in connection with or in any way be incidental to (1) any breach by Licensee of its obligations under this Agreement or (2) any violation of any Legal Requirement or any fine, penalty or governmental order issued to or enforced against Owner or any Indemnitee by any relevant

Governmental Authority with regard to such violation or (3) any interference with the use or operation of the Building by Owner, its agents or employees or any tenant, occupant, licensee or user of the Building attributable to Licensee's Equipment or the operation thereof after the Commencement Date; the term "expense" shall include, but not be limited to, any attorneys' fees or expenses incurred by Owner in connection with the aforesaid and attorneys' fees or expenses incurred in connection with any action to recover such attorneys' fees or expenses. The obligations of Licensee hereunder shall survive the expiration, cancellation or termination of this Agreement and the License Term. Supplementing the provisions of this Subsection A.(1), any indemnity obligations of Licensee hereunder arising from a claim by a tenant, occupant or user of the Building by reason of the interference referred to in the aforesaid subdivision (3) shall be subject to the following: (x) such interference shall not include any visual or aesthetic objection of any Building tenant to Licensee's Equipment or the placement thereof which had been previously approved by Owner, (y) except for any danger to the health and safety of persons or the environment, Licensee shall promptly be given notice of any interference claim by any such Building tenant, occupant or user to the extent that Owner is given notice of such claim and (z) Licensee shall have no indemnity obligation to Owner under this Section A with respect to such tenant interference claim unless Licensee shall have failed to cure, resolve or eliminate such interference within forty-eight (48) hours of Licensee's notice or knowledge of such interference. Licensee shall not be deemed to waive any rights or remedies in law or equity by reason of the failure to have an indemnity provision in this Agreement from Owner in favor of Licensee.

(2) Without limiting the aforesaid, Licensee agrees to be responsible for any damage caused to the Building, and/or any other property owned by Owner or any tenant, licensee, user or occupant of the Building which may be caused by Licensee or any of its agents or representatives.

B. (1) Throughout the License Term and for so long as Licensee (or any person through or under Licensee) shall use or occupy the Licensed Site, Licensee shall, at Licensee's cost and expense, obtain and maintain such insurance as Owner shall reasonably require including, but not limited to the following: (1) Statutory Worker's Compensation Insurance as required by the State of

Maryland with Employer's Liability Limits of at least FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS, (2) Comprehensive General Liability Insurance on a per occurrence basis with a Combined Single Limit of liability of not less than ONE MILLION and 00/100 (\$1,000,000.00) DOLLARS per location (the Licensed Site shall be deemed a single location) which coverage is to include: (i) Bodily and Personal Injury, (ii) Broad Form Property Damage, (iii) Broad Form Contractual, (iv) Independent Contractors, (v) XCU (when applicable), (vi) Products/Completed Operations coverage to commence at completion of the installation of Licensee's Equipment and be non-cancelable for a period of at least two (2) years thereafter. Said insurance shall have an excess policy coverage of TEN MILLION and 00/100 (\$10,000,000.00) DOLLARS per occurrence. Under the Conditions Section of the Comprehensive General Liability Insurance Policy, the Other Insurance Clause shall be amended to read "The insurance provided by this policy is primary insurance in regard to such work/operations performed at locations owned by Owner, its agents, servants and employees of each of the foregoing", and (3) Automobile Liability Insurance (including owned, non-owned and hired vehicles) on a per occurrence basis having a Combined Single Limit of not less than ONE MILLION and 00/100 (\$1,000,000.00) DOLLARS. At least two (2) weeks prior to commencement of Licensee's possession of the Licensed Site (possession shall include the performance of any Alterations), Licensee and its subcontractors shall submit certificate(s) of insurance from insurance companies licensed in the State of Maryland and otherwise satisfactory to Owner indicating that Owner, its agents, servants and employees of each of the foregoing are additional insureds under the aforesaid listed insurance policies. In addition, such certificates of insurance shall (a) evidence that the insurance coverage set forth above are in effect, (b) specifically cover and quote or make reference to the indemnity provision set forth above and (c) provide that any cancellation of coverage or any change restricting or reducing coverage or any other material change or modification of such policy shall not be valid as respects Owner, its agents, servants and employees of each of the foregoing until Owner receives thirty (30) days advance written notice of such cancellation or change. Licensee shall furnish Owner copies of all endorsements that are subsequently issued to such policy including, but not limited to, endorsements providing the approved change in coverage. Licensee shall require any contractor or agent or person it may engage to perform any Alterations or other services in or about the Licensed Site to comply with all of the aforesaid

requirements of insurance outlined in this paragraph B. All insurance policies to be provided and maintained by Contractor hereunder shall be on terms and conditions satisfactory to Owner with insurance carrier acceptable to Owner licensed to write insurance in the State of Maryland.

(2) Notwithstanding any provision of Subsection 16 B.(1) to the contrary, Licensee expressly reserves the right to self-insure. Licensee is a member of the Montgomery County Self-Insurance Program; Article 20-37 of the Montgomery County Code (1994), as amended, restricts the legal defense fund to members of the Fund and does not allow for outside entities. Licensee's certificate of insurance evidences limits of insurability for general liability coverage in the amounts of \$500,000 aggregate and \$200,000 each occurrence and \$20,000 per person, \$40,000 per accident for bodily injury and \$10,000 for property damage for automobile liability and State statute limits for workman's compensation. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the LGTCA. This insurance policy must be maintained continuously by Licensee during the full term of this Agreement and during any extension of the said term. Licensee shall deliver to the Owner a certificate of insurance evidencing the coverage above described within fifteen (15) days after execution of this Agreement.

(3) Licensee will require its contractors, who conduct any operations or perform any work permitted by this Agreement or in connection with the Licensed Site or any activity connected therewith to maintain insurance coverage with limits at least equal to, and coverage at least as broad as, those required in Subsection 16 B.(1) and that they include Owner as additional insured on their coverages.

(4) Licensee and Owner shall comply with the "waiver of subrogation" provisions referred to in Paragraph 15.C. hereof.

17. Default/Remedies: A. If at any time prior to or during the License Term, of any one or more of the following events (referred to as "Events of Default") shall occur: (i) if Licensee shall

default in the (a) payment when due of any installment of the License Fee or in the payment when due of any other sum of money due Owner hereunder and such default shall continue for ten (10) days after notice by Owner to Licensee of such default; or (b) the observance or performance of any term, covenant or condition of this License Agreement granted hereunder on Licensee's part to be observed or performed (including without limitation the obligation for the payment when due of any charges or fees due Owner) and Licensee shall fail to remedy such default within thirty (30) days after notice by Owner to Licensee of such default; or (ii) if Licensee shall default in the observance or performance of any material term, covenant or condition on the part of Licensee to be observed or performed under any other agreement with Owner or an entity affiliated with Owner, and such default shall continue beyond any grace period set forth in such other agreement for the remedying of such default; or (iii) if Licensee shall desert or abandon the Licensed Site or Licensee's Equipment; or (iv) if Licensee's interest in this License shall devolve upon or pass to any person, whether by operation of law or otherwise except as provided in Paragraph 11 hereof, then, upon the occurrence, at any time prior to or during the License Term, of any one or more such Events of Default, Owner, at any time thereafter, at Owner's option, may give to Licensee a five (5) days' notice of termination of this License and, in the event such notice is given, this License and the License Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the expiration date of the License Term and this Agreement, but Licensee shall remain liable for damages and all other sums payable pursuant to law.

B. In the event that this License shall end Owner and its agents and servants may immediately, or at any time after such default or after the date upon which this Agreement and the License Term shall expire and come to an end, re-enter the Licensed Site or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Licensed Site and dispossess Licensee and any other persons from the Licensed Site and remove any and all of their property and effects from the Licensed Site including Licensee's Equipment and Owner, at Owner's option, may relicense or lease the whole or any part or parts of the Licensed Site, from time to time, either in the name of Owner or otherwise, to such tenant or tenants, license or

licensees for such term or terms ending before, on or after the expiration date of the License Term, at such rental or rental fees or otherwise and upon such other conditions, which may include concessions and free rent periods, as Owner, in its sole discretion, may determine. Licensee hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Licensee, on its own behalf and on behalf of all persons claiming through or under Licensee, including all creditors, does further hereby waive any and all rights which Licensee and all such persons might otherwise have under any present or future law to redeem the Licensed Site, or to re-enter or repossess the Licensed Site, or to restore the operation of this Lease, after (i) Licensee shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Owner, or (iii) any expiration or termination of this Lease and the Licensed Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this License Agreement.

C. Licensee further agrees that it hereby waives as a defense any and all rights which Licensee may have under any Legal Requirement to claim a so-called "right of necessity and convenience," i.e. that Licensee might be compelled to offer service under any such certificate.

18. **Limitation of Liability:** No general or limited partner, officer, director, employee or shareholder of Owner or any agent thereof shall be personally liable for the performance of Owner's obligation under this Agreement. The liability of Owner for any Owner's obligation under this Agreement shall be limited to Owner's interest in the Building, and Licensee shall not look to any of Owner's other assets for enforcement or satisfaction of any such obligation, nor shall Licensee seek recourse for such enforcement or satisfaction against any general or limited partner, officer, director, employee or shareholder of Owner or any agent thereof. Licensee acknowledges and agrees that (i) Owner shall not be obligated to provide security or any other type of protection for any equipment, personal property or installation in the Licensed Site, (ii) neither Owner nor its agents shall be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority, or for any damage or inconvenience which may arise

long as there shall be no default by Licensee under any of the terms, covenants or conditions of this Agreement signed and expressly worded for notice and cure period by and any expressly provided for notice and period, however, Licensee agrees that Licensee shall have no right of set-off or other claim against the holder of such underlying lease or mortgage (if such holder should become Licensee's "licensor" under this Agreement), based upon any act of Owner or any other circumstance or act occurring prior to the date when such holder shall become Licensee's licensor under this Agreement.

20. Notices: Except as otherwise expressly provided in this Agreement, any bills, statements, notices, demands, requests or other communications given or required to be given under this Agreement shall be effective only if rendered or given in writing, sent by (i) registered or certified mail (return receipt requested optional) or (ii) by a nationally recognized courier service such as Federal Express or UPS, addressed as follows:

A. To Licensee at Leasing Management Division of Facilities and Services, 101 Orchard Ridge Road, 2nd Floor, Gaithersburg, Maryland 20878, Telephone: 240-777-6080, Fax: 240-777-6047, with a copy to that does not constitute notice to: Office of the County Attorney, 101 Monroe Street, 3rd Floor, Rockville, Maryland 20850, Attn: County Attorney, Telephone 240-777-6700, Fax. 240-777-6706

B. To Owner at Owner's address set forth in this Agreement, with a copy to: Hyatt Regency Bethesda, One Bethesda Metro Center, Bethesda, MD 20814, Attn: General Manager, with an additional copy to: Goldfarb & Fleece, 345 Park Avenue, 33rd Floor, New York, New York 10154, Attention: Ronald E. Burton, Esq. or

C. addressed to such other address as either Owner or Licensee may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Paragraph.

through maintenance, repair or alteration of any part of the Building. Owner and Licensee agree that neither party shall be liable to the other for any special or consequential damages, including lost profits or revenues, as a result of such parties default of its obligations under this Agreement, provided that nothing contained herein shall otherwise limit, modify or violate any claim or remedy in law or equity by one party hereof against the other by reason of a breach or default in the other's obligations under this Agreement.

19. Subordination: This Agreement and License and all of Licensee's rights hereunder shall remain, subject and subordinate in all respects to all ground or underlying leases now or hereafter in effect and to all mortgages which may now or hereafter affect such leases and/or the Building and/or the plot of land upon which it stands, and to all advances made or hereafter to be made under such mortgages, and to all renewals, modifications, consolidations, correlations, replacements and extensions of, and substitutions for, such leases and mortgages. For the purposes hereof the word "mortgage" and the word "ground or underlying lease" as used herein shall be deemed to mean and include: (i) all existing ground or underlying leases and mortgages, and all renewals, modifications, consolidations, correlations, replacements and extensions of, and substitutions for, said mortgages, and (ii) one or more new such underlying or ground leases or mortgages given to or made or assigned to one or more savings banks, commercial banks, trust companies, insurance companies, universities, pension funds, or similar first mortgage lending institutions (referred to, collectively, as "Institutional Lenders") and, if there shall be more than one such mortgage, all of such mortgages which shall be consolidated or correlated in a single instrument setting forth the manner of payment of the total indebtedness secured thereby, it being intended that such mortgage or mortgages as so consolidated or correlated, shall be of the character commonly known as "first mortgage", and (iii) any other such ground or underlying lease or mortgage or mortgages whether or not of the character commonly known as "first mortgage" held by a person or entity which is not an Institutional Lender provided that any such other ground or underlying lease other mortgage shall contain a provision, or the holder thereof shall deliver an agreement to Licensee, in either case to the effect that any steps or proceedings taken by reason of default in any such underlying lease or mortgage shall not cut off this Agreement, nor shall Licensee's possession be disturbed by virtue of such steps or proceedings, so

Any such bill, statement, notice, demand, request or other communication shall be deemed to have been rendered or given on the date when it shall have been mailed as provided in this Paragraph. Nothing contained in this Paragraph shall preclude, limit or modify Owner's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Maryland Law.

21. Inability to Perform: If, by reason of strikes or other labor disputes, fire or other casualty (or reasonable delays in adjustment of insurance), accidents, and Legal Requirement or any orders of any Government Authority, or any other cause beyond Owner's or Licensee's reasonable control, whether or not such other cause shall be similar in nature to those hereinbefore enumerated, Owner or Licensee, as the case may be, is unable to perform, fulfill or is delayed in fulfilling any of their respective obligations under this Agreement or any instrument collateral thereto, then the performance or observance of such obligation shall suspended to the extent of and during the duration of such inability provided that (i) no such inability or delay shall constitute an actual or constructive eviction of Licensee, in whole or in part, or entitle Licensee to any abatement or diminution of any of the License Fee or any other sum due Owner from Licensee hereunder, or (ii) relieve Owner or Licensee, as the case may be, from any of their respective obligations under this Agreement which are not affected by such inability or delay, or impose any liability upon Owner, or Licensee as the case may be, or their agents, by reason of inconvenience or annoyance to the other party, or injury to or interruption of Licensee's business, or otherwise. The provisions of this Paragraph 21 shall not apply to the obligations of either Owner or Licensee to pay any monies due the other party. Owner and Licensee, as the case may be applicable, each agrees to employ reasonable diligence to eliminate the cause of any inability or delay referred to in this Paragraph, however, the provisions of this sentence shall not apply in the event of any strike or labor dispute and neither party shall not be required to employ labor at overtime or any other premium pay rates except that Licensee shall employ contractors or labor at so-called overtime or other premium pay rates to make any repair or perform any work to remedy any conditions that either (i) results in the interference described in Section B of Paragraph 7, or (ii) is a danger or threatened danger to the health or safety of any occupant of the Building or the environmental condition thereof.

22. **Broker:** Licensee represents to Owner that Licensee did not engage or employ or use any broker in connection with this Agreement or the transaction evidenced thereby, which representation of Licensee shall survive the expiration, termination or cancellation of this Agreement or the License Term.

23. **Non-appropriation:** This Agreement is subject to the annual appropriation of funds by the County Council of Montgomery County, Maryland. This Agreement shall terminate automatically on July 1 of any year for which Licensee, for whatever reason, does not appropriate funds to operate this project as stated. Licensee shall give at least thirty (30) calendar days written notice to the Owner of the lack of appropriation. The Owner shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items for any amount of money for which there has been no appropriation of funds. Owner shall be reimbursed for the cost incurred for the removal of Licensee's Equipment and restoration of the License Site, if said Licensee's Equipment has not been removed by Licensee and/or if the License Site has not been restored by Licensee prior to the termination date of this Agreement.

24. **Governing Law:** This agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland.

25. **No Employment of Public Employee:** Owner agrees that it shall not knowingly employ a public employee for employment contemporaneous with his or her public employment.

26. **Representation by Owner; Covenants By Licensee:** A. Owner represents to Licensee that Owner is the holder of the tenant's interest in the hereinafter defined "Land Lease" as successor-in-interest to Bethesda Metro Center Limited Partnership (formerly known as R&K Metro Associates ("R&K")), the tenant under that certain Land Lease dated December 1, 1981 (the "Land Lease") by and between Washington Metropolitan Area Transit Authority, as landlord (the "Land

Lease Landlord"), and R&K as tenant, and Owner has received all necessary approvals, if any, from the Land Lease Landlord under the Land Lease in order to enter into this Agreement.

B. Licensee covenants that it will obtain all the required permits and licenses and to comply with all laws and regulations required by Governmental Agencies associated with the installation and maintenance of the Antenna Facility; and that the person executing this Agreement on behalf of Licensee has full authority to enter into and execute this Agreement, and to bind Licensee.

27. **Not A Partnership:** Owner and Licensee acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking.

28. **Owner's Termination Right:** Upon a sale, net lease, assignment or other transfer by Owner of its interest in the Building, in the event that such purchaser, lessee, assignee or transferee desires that the Building be so conveyed, leased or assigned free and clear of the encumbrance of this Agreement, Owner shall have the absolute right to terminate this Agreement ("Owner's Termination Right"), at any time upon, written notice to Licensee, as follows:

- (i) in the event that Owner shall exercise its right to cancel this Agreement solely under the provisions of this subparagraph 28.(i) prior to such time that Licensee's Equipment is then "Operational" (as defined below), then Owner shall not be obligated to pay any termination fee or any other fee to Licensee and this Agreement and the License Term shall end and become null and void and the parties shall have no further obligations or liabilities, except as specifically set forth in this Agreement; or

- (ii) in the event that Owner shall exercise its right to cancel this Agreement solely under the provisions of this subparagraph 28.(ii) from and after such time that Licensee's Equipment is then Operational, then Owner shall pay to Licensee a sum equal to "Licensee's Unamortized Installation Costs" (as hereinafter defined), if any, calculated as of the month next following the month in which such cancellation shall occur provided that such sum shall not be more than TEN THOUSAND (\$10,000.00) DOLLARS.

For purposes of this Paragraph 28 the term "Operational" shall be deemed to mean that Licensee's Equipment is then being used to for its intended use, and the term "Licensee's Unamortized Installation Costs" shall be deemed to be the unamortized amount of cost and expense actually incurred by Licensee to initially install Licensee's Equipment in the Building amortized on a straight line basis over a period of five (5) years from the date of this Agreement. Licensee shall provide to Owner evidence of the amount actually expended by Licensee (e.g., paid invoices and canceled checks) to third parties in installing Licensee's Equipment in the Building (the "Evidence of Cost") within thirty (30) days after receiving Owner's termination notice. Thereafter, Owner shall pay to Licensee Licensee's Unamortized Installation Costs within thirty (30) days after the receipt of Evidence of Cost. Upon such termination this Agreement and the License Term shall end and become null and void and the parties shall have no further obligations or liabilities, except as specifically set forth

in this Agreement.

29. Miscellaneous: A. Licensee shall have no right to record this Agreement or any memorandum thereof. Licensee agrees that it shall not assert any rights or benefits which it may have or hereinafter have as a "utility" or "common carrier" or status of similar import, including, but not limited to, any defense which Licensee may have under any Legal Requirement which conflicts with or would act to modify the respective rights, benefits or obligations of Owner and Licensee hereunder.

B. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Owner and Licensee and, except as otherwise provided in this Agreement to the contrary, their respective heirs, distributees, executors, administrators, successors and assigns. However, the obligations of Owner under this Agreement shall no longer be binding upon Owner named herein after the sale, assignment or transfer by Owner named herein (or upon any subsequent Owner after the sale, assignment or transfer by such subsequent Owner) of its interest in the Building as owner or lessee, and in the event of any such sale, assignment or transfer, such obligations shall thereafter be binding upon the grantee, assignee or other transferee of such interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed such obligations. A lease of the entire Building shall be deemed a transfer within the meaning of the foregoing sentence.

C. Owner and Licensee hereby waive trial by jury in any action, proceeding or counterclaim brought by Owner or Licensee against the other on any matter whatsoever arising out of or in any way connected with this Agreement.

D. This Agreement embodies the entire understanding between the parties with respect to

the transaction contemplated therein and this Agreement may not be amended or modified except by written instrument executed and delivered by both Owner and Licensee. The Agreement shall be governed by the laws of the State of Maryland. The Agreement may be executed in several counterparts each of which shall constitute an original instrument but all of which together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Licensee have respectively signed and sealed this Agreement as of the day and year first above written.

WITNESS:

By: *[Signature]*
Date: 11/4/02

**BRE/METROCENTER L.L.C.
Owner**

By: *[Signature]*
Date: 10/31/02

WITNESS:

By: *Rebecca S. Domaruk*
Date: 10-18-02

**MONTGOMERY COUNTY, MARYLAND
Licensee**

By: *William M. Mooney*
William M. Mooney, Assistant/
Chief Administrative Officer
Date: 10/18/02

**APPROVED AS TO FORM
AND LEGALITY OFFICE
OF THE COUNTY ATTORNEY:**

By: *Sileen S. Basanen*
Date: 10/16/2002

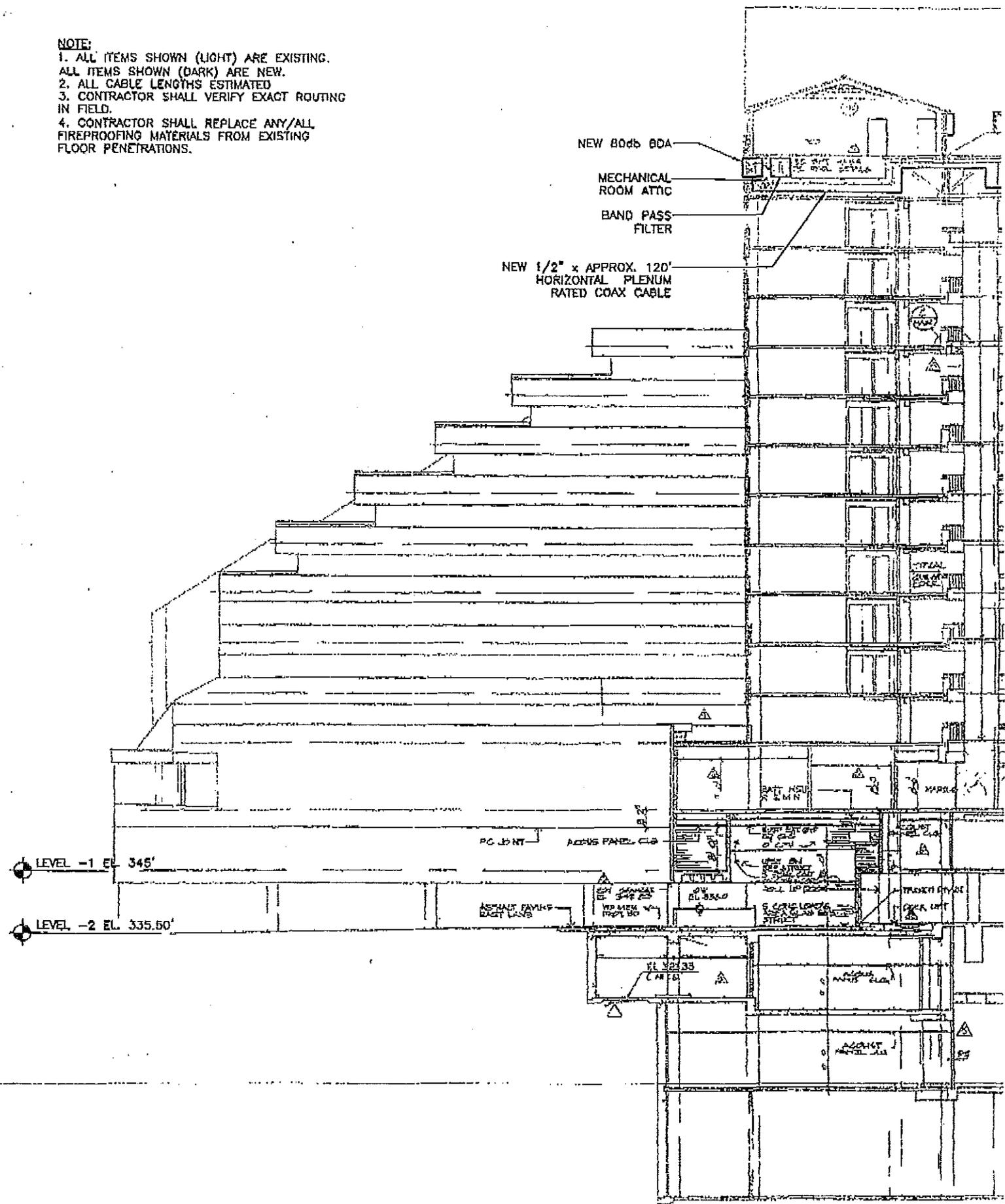
RECOMMENDED:

By: *[Signature]*
J. Ronald Smith, Chief
Facilities Services Section
Date: 10/16/02

EXHIBIT A
DESCRIPTION OF THE LICENSED SITE

00161478.2

- NOTE:**
1. ALL ITEMS SHOWN (LIGHT) ARE EXISTING.
 2. ALL ITEMS SHOWN (DARK) ARE NEW.
 3. ALL CABLE LENGTHS ESTIMATED
 4. CONTRACTOR SHALL VERIFY EXACT ROUTING IN FIELD.
 5. CONTRACTOR SHALL REPLACE ANY/ALL FIREPROOFING MATERIALS FROM EXISTING FLOOR PENETRATIONS.

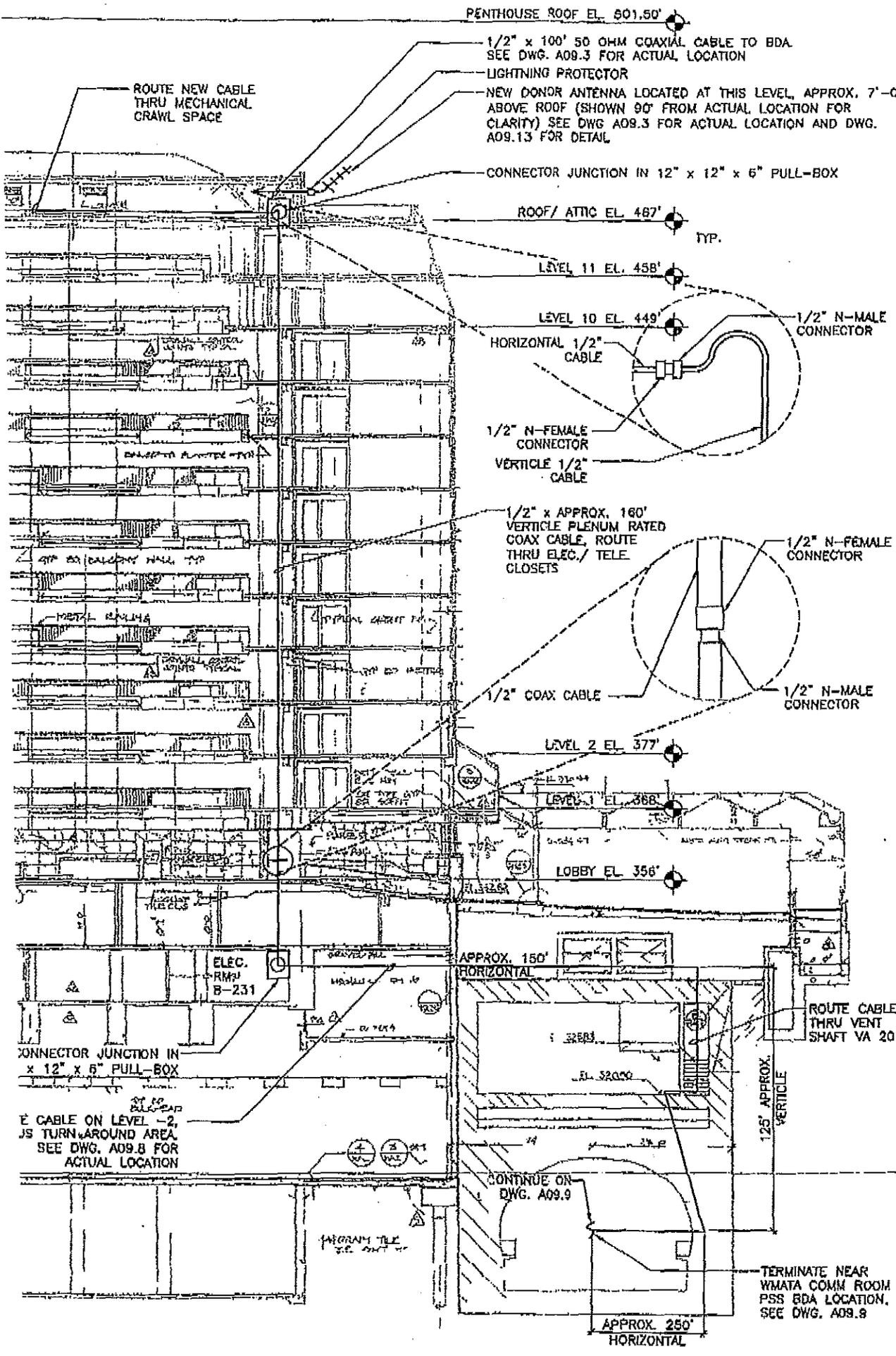


Date: 08-18-01 Time: 12:03 PM TW: J. GARDNER

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GPD ASSOCIATES
 4502 Boyce Parkway, Suite 1
 Silver, Ohio 44224
 330-377-7490, Fax 330-377-2491

GPD TELECOM PROPRIETARY AND CONFIDENTIAL



REV.	DATE	DESCRIPTION

MONTGOMERY COUNTY
 MARYLAND
 HEAD END FOR PSS SYSTEM

BETHESDA STATION
 HYATT REGENCY BUILDING ELEVATION

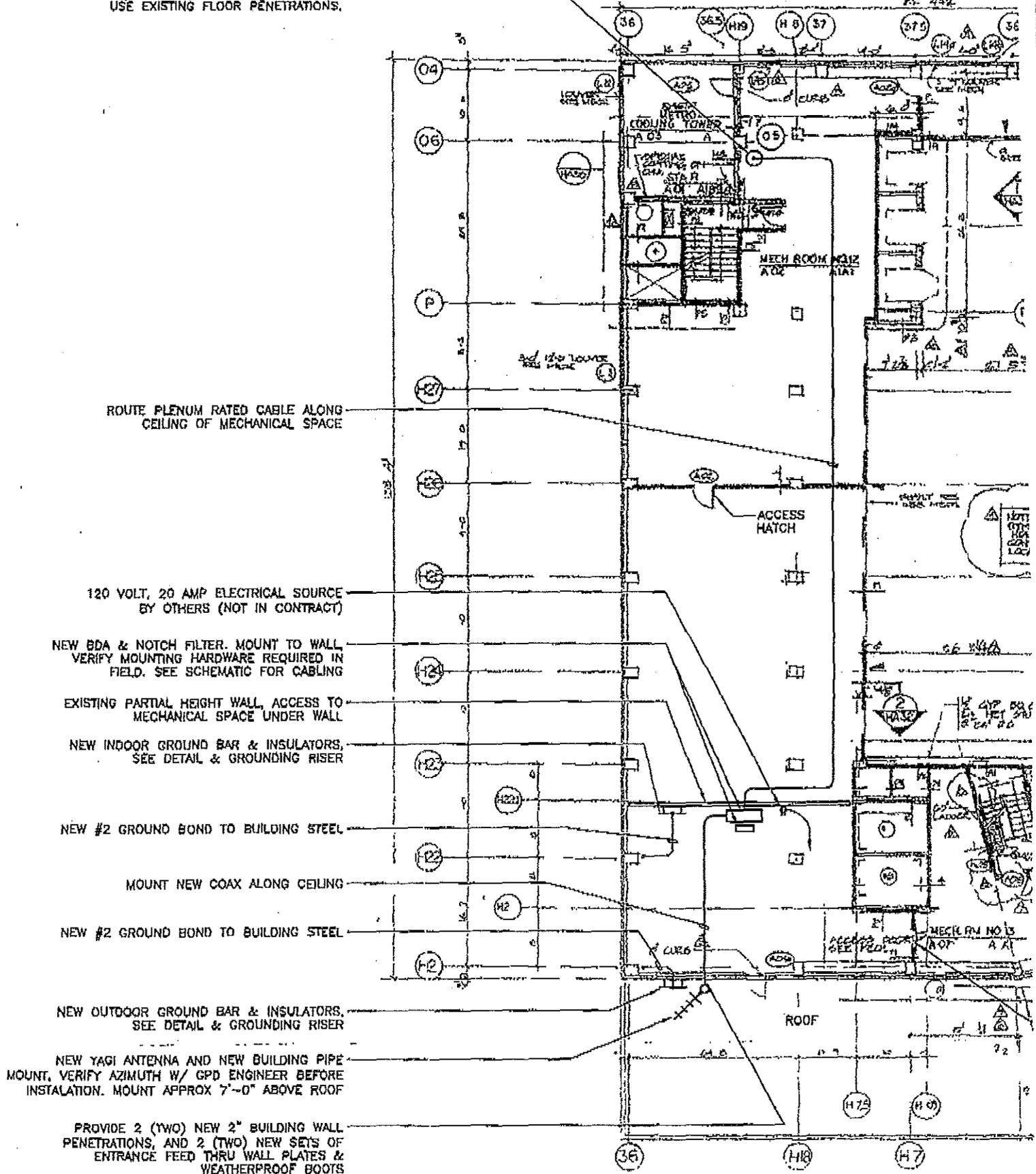
DESIGNED	DATE
MAT	02/23/01
DRUM	
IC	02/23/01
EPN	5-16-01

JOB No.
 2000811

A09.2

TERMINATE NEAR
 WMATA COMM ROOM
 PSS BDA LOCATION,
 SEE DWG. A09.9

ROUTE CABLE DOWN TO PLAN LEVEL 11
(NOT SHOWN), SEE PLAN LEVEL 10 (TYPICAL).
USE EXISTING FLOOR PENETRATIONS.



ROUTE PLENUM RATED CABLE ALONG
CEILING OF MECHANICAL SPACE

120 VOLT, 20 AMP ELECTRICAL SOURCE
BY OTHERS (NOT IN CONTRACT)

NEW BDA & NOTCH FILTER. MOUNT TO WALL
VERIFY MOUNTING HARDWARE REQUIRED IN
FIELD. SEE SCHEMATIC FOR CABLING

EXISTING PARTIAL HEIGHT WALL, ACCESS TO
MECHANICAL SPACE UNDER WALL

NEW INDOOR GROUND BAR & INSULATORS,
SEE DETAIL & GROUNDING RISER

NEW #2 GROUND BOND TO BUILDING STEEL

MOUNT NEW COAX ALONG CEILING

NEW #2 GROUND BOND TO BUILDING STEEL

NEW OUTDOOR GROUND BAR & INSULATORS,
SEE DETAIL & GROUNDING RISER

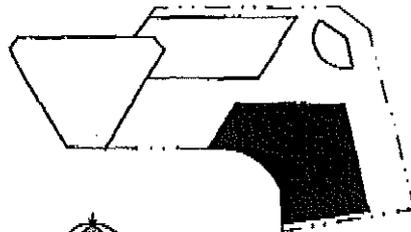
NEW YAGI ANTENNA AND NEW BUILDING PIPE
MOUNT, VERIFY AZIMUTH W/ GPD ENGINEER BEFORE
INSTALLATION. MOUNT APPROX 7'-0" ABOVE ROOF

PROVIDE 2 (TWO) NEW 2" BUILDING WALL
PENETRATIONS, AND 2 (TWO) NEW SETS OF
ENTRANCE FEED THRU WALL PLATES &
WEATHERPROOF BOOTS

CONSULTING ENGINEERS & ARCHITECTS

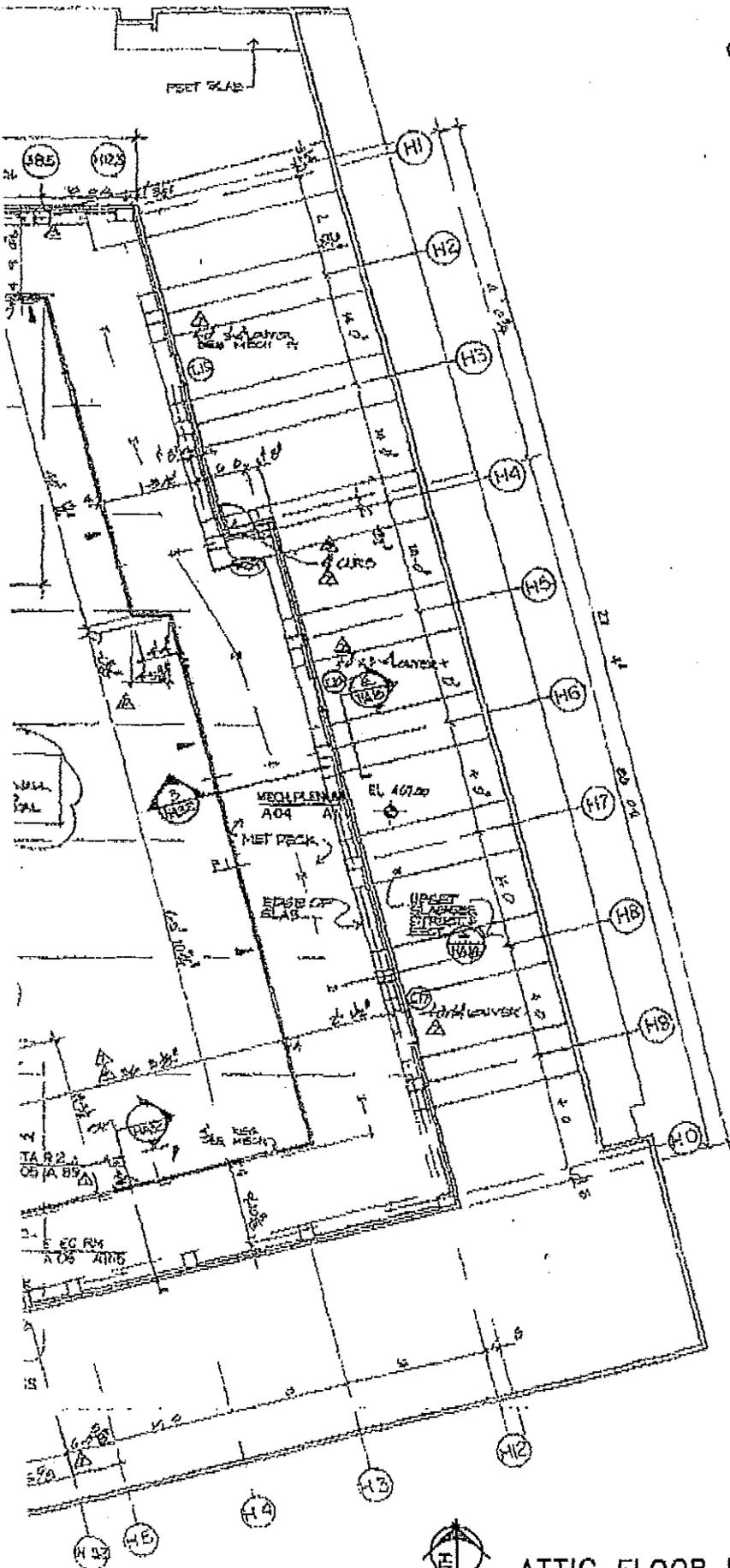
GPD ASSOCIATES
 4302 Baycom Parkway, Suite 1
 Stone, Ohio 44124
 330-872-2450, Fax 330-872-2491

**GPD TELECOM
 PROPRIETARY
 AND
 CONFIDENTIAL**



KEY PLAN

N.T.S.



ATTIC FLOOR PLAN

N.T.S.



REV.	DATE	DESCRIPTION

MONTGOMERY COUNTY
 MARYLAND
 HEAD END FOR PSS SYSTEM
 BETHESDA STATION
 HYATT REGENCY

DESIGNED	DATE
MAT	02/23/01
DRUSH	
IC	02/23/01
CHECKED	
EPM	5-15-01

JOB No.
 2000811

A09.3

EXHIBIT B
DESCRIPTION OF LICENSEE'S EQUIPMENT

00161478.2

EXHIBIT C
TECHNICAL STANDARDS

III. General

All users shall furnish the following to Owner prior to installation of all equipment:

1. Site application.
2. Copies of FCC licenses/construction permits.
3. Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in DB along with power levels.
4. Copies of Manufacturers' equipment specifications.

The following will not be permitted at the Licensed Site without the prior written consent of Owner in each instance:

1. Any equipment without FCC type acceptance.
2. Add-on power amplifiers.
3. "Hybrid" equipment with different manufacturers' RF strips.
4. Open rack mounted receivers and transmitters.
5. Equipment with crystal oscillator modules which have not been temperature compensated.
6. Digital/analog hybriding in exciters, unless type-accepted.
7. Equipment which does not conform to FCC Rules and Regulations.
8. Non-continuous duty rated transmitters used in continuous duty applications.
9. Transmitter outputs without a harmonic filter and antenna matching circuitry.
10. Change in operating frequency(ies).
11. Equipment not designed for high-density site applications.
12. Ferrite devices or semiconductors looking directly at an antenna.
13. Nickel plated connectors.
14. Cascaded receiver multi-couplers/pre-amps.

IV. Radio Frequency Interference Protective Devices

In general, the following minimum specifications will apply:

30-76 MHz

Isolators - minimum of 60 dB

TX cavity - minimum of 20 dB rejection at plus or minus MHz

130-174 MHz

Dual Stage Isolators - minimum of 60 dB

TX cavity - minimum of 25 dB rejection at " 1 MHz

406-512 MHz

Dual Stage Isolators - minimum of 60 dB

TX cavity - minimum of 25 dB rejection at " 1 MHz

806-866 MHz

Dual Stage Isolators - minimum of 60 dB

TX cavity - minimum of 20 dB rejection at " 5 MHz

Frequencies Range as determined by Site Manager

It should be emphasized that the above specifications are minimum requirements. Additional protective devices may be required based upon evaluation of the following information:

Theoretical TX mixes, particularly second and third order

Antenna location and type

Combiner/multi-coupler configurations

Transmitter specifications

Receiver specifications

Historical problems

Transmitter to transmitter isolation

Transmitter to antenna isolation

Transmitter to receiver isolation
Calculated level of IM products
Transmitter output power
Transmitter ERP
Spectrum analyzer measurements
VSWR measurements
Existing cavity selectivity
Antenna to Antenna proximity

V. All Antennas and Mounts must be:

1. Mounted only on approved side arms or other specified mount and only one per mount unless authorized by Owner.
2. All mounting hardware must be stainless steel.
3. Tagged with weatherproof labels showing manufacturer, model, frequency range and owner.
4. Bonded with copper braid to tower or building grounding system.
5. Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) Scotchkoted (including booted pigtails).
6. Must meet manufacturer's VSWR specifications.
7. Antennas with corroded or oxidized elements must be repaired or replaced.
8. Must be DC grounded type, or have the appropriate lightning protection as determined by Owner.
9. Unless otherwise authorized by Owner, all antennas must be enclosed in fiberglass radomes.
10. Mounting pipes must be cut such that they do not extend into the antenna radiating element.
11. Any rusted, corroded or damaged hardware must be replaced.

VI. Tower

1. No welding or drilling of any Tower members will be permitted.
2. Tower work shall be done only by authorized contractors.

VII. Cable

1. All antenna lines to be jacketed helix or (equivalent), 2" or greater.
2. No kinked or cracked cable.
3. Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel when installed on tower.
4. All transmit interconnecting cables/jumpers must be solid copper out conductor (2" superflex or equivalent), not to exceed 3' in length where practical.
5. All receiver inter-cabling must be 100% double shielded coax.
6. All cable must be run in troughs or cable trays where provided.
7. All unused lines must be tagged at both ends showing termination points.
8. All AC line cords must be 3 conductor with grounding plugs.
9. Where no troughs or cable trays exist, all cable must be secured at not less than 3' intervals.
10. All transmission lines must be grounded immediately before making the bend under the waveguide bridge with grounding kits made specifically for this purpose.
11. All transmission lines must be clamped with stainless steel clamps made specifically for this purpose (not wraplock) to the waveguide bridge for the full external run of the line.
12. All antenna transmission lines shall be grounded at both the antenna and equipment ends, with the appropriate grounding kits.

VIII. Connectors

1. Must have teflon inserts, UHF or N type, including chassis/bulkhead connectors.
2. Must be properly fabricated (soldered if applicable) if field installed.
3. Must be taped and Scotchkoted at least 4" onto jacket if exposed to weather.
4. Male pins must be proper length.
5. Female contacts may not be spread.
6. Connectors must be plier tight as opposed to hand tight.
7. Must be silver plated or brass.

8. Must be electrically and mechanically equivalent to OEM connectors.

IX. Receivers

1. No RF pre-amps permitted in front end unless authorized by Owner.
2. All chassis shields must be in place.
3. VHF and up must use helical resonator front ends.
4. Must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator swing and symmetry and spurious responses.
5. Crystal filters/pre-selectors/cavities must be installed in RX legs where appropriate.
6. All repeater tone squelch circuitry must use "AND" logic.

X. Transmitters

1. Must meet original manufacturer's specifications.
2. All chassis shields must be in place.
3. Must have a visual indication (panel light) of transmitter operation.
4. Must be tagged with Licensee's name, equipment model, serial number and operating frequency(ies).
5. All low level, pre-driver and driver stages in exciter must be shielded.
6. All power amplifiers must be shielded.
7. Output power may not exceed specific power guidelines for site, unless otherwise authorized by Owner.

XI. Combiners/Multi-couplers

1. Shall at all times meet manufacturer's specifications.
2. Must be tuned using manufacturer approved procedures.
3. Must provide dual stage isolation with a minimum standard of 60 dB transmitter to transmitter isolation for all frequency bands.

XII. Cabinets

1. Must be bonded together and must be grounded to the Building ground system.
2. All doors must be on or closed.
3. All unused non-original holes larger than 1" must be covered with copper screen or solid metal plates.

XIII. Installation Procedures

1. Installation shall be subject to the provisions of this License Agreement may take place only after Owner has been notified of the date and time, and only during normal working hours unless otherwise authorized in a manner approved by Owner.
2. Licensee's Equipment may not be operated until the installation has been approved by Owner, which approval shall not be unreasonably withheld.

XIV. Maintenance/Tuning Procedures

1. All external indicator lamps/leads must be working.
2. Equipment parameters must meet manufacturer's specifications.
3. All cover, shield and rack fasteners must be in place and securely tightened.
4. Local speakers must be turned off except during service.

XV. FCC Licensing

1. All FCC licenses must be current.
2. Must be posted as prescribed by FCC rules.

XVI. Miscellaneous

1. All installations must be maintained in a neat and orderly manner.
2. Doors to equipment and antenna spaces shall be closed and locked at all times.
3. Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, service or maintenance.

XVII. Interference Diagnosing Procedures

1. Licensee must cooperate in a timely fashion with Owner when called upon to investigate a source of Interference, whether or not it can be conclusively proven that their equipment is involved.