MASTER LICENSE AGREEMENT

THIS TELECOMMUNICATIONS MASTER LICENSE AGREEMENT (this “Agreement”) is dated this 17th day of August 2020, by and between LOUDOUN COUNTY PUBLIC SCHOOLS, a body corporate and political subdivision of the Commonwealth of Virginia, (“County” and/or “Licensor”), and MILESTONE DEVELOPMENT INC, a Delaware corporation, (“Licensee”) (collectively, the “parties”) with reference to the following:

A. The County owns certain real property, as more particularly described in this Agreement; that may be appropriate for Telecommunications Facility (defined as communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises) use. See Exhibit A, List of Sites.

B. The County and Licensee wish to enter into this Agreement by which County shall provide Licensee with the right to license a portion of such properties from the County for the purpose of constructing one or more Telecommunications Structures (as defined herein) thereon, and licensing space on the Telecommunications Structure(s) and ground to telecommunication service providers or municipalities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, the parties agree as follows:

1. Agreement to License

This Agreement sets for the basic terms and conditions upon which each Site or portion thereof is licensed by County to Licensee. Upon the parties’ agreement as to the particular terms of any such license, Licensor and Licensee (or a Licensee Affiliate) shall execute and attach hereto a site license (“Site License”) in the form attached hereto as Exhibit B, which is incorporated herein by reference. The terms and conditions of this Agreement shall be incorporated into any Site License but any additional terms and conditions in the Site License shall govern and control in the event of a discrepancy or inconsistency with the terms and conditions of this Agreement.

Subject to the terms and conditions set forth herein, and with respect to each Approved Site, County shall license to Licensee a mutually acceptable portion of such Approved Site reasonably sufficient for the construction of one (1) Telecommunications Structure and an Equipment Facility (collectively, Telecommunications Facility). Licensee shall have the right to request additional space as needed on any Approved Site, which County agrees to reasonably consider, given all relevant facts and circumstances. Together with the license of a portion of the Approved Site, County shall also provide Licensee and/or the applicable utility company with usual and customary easements for electrical and other utility service, and ingress and egress to the Telecommunications Structure and Equipment Facility, in a location deemed acceptable to County.
At the request of Licensee, County shall execute, on a form provided by the County, a Memorandum of each executed Site License, which Licensee may cause to be recorded among the land records of Loudoun County, Virginia, at Licensee’s sole cost and expense. Upon termination or expiration of the applicable Site License, Licensee agrees to execute and deliver to County a License of any such Memorandum of Site License recorded, which County shall be entitled to record when the applicable Site License expires or is terminated. If the Licensee has not executed and delivered a License of Memorandum of Site License within 30 days after termination of the Site License then Licensee shall pay the County, as liquidated damages and not as a penalty, a fee of $100.00 for each day thereafter which expires before the License is received by the County.

2. **Term of Agreement**

The term of this Agreement shall be for an initial ten (10) years with up to five (5) five (5)-year extension terms, commencing on the date of this Agreement, subject to any earlier termination as set forth herein (the “Term”). If either party wishes to so extend the Term, it shall provide written notice at least 90 days before the expiration to the other party and that party shall respond in writing within fourteen (14) days whether it elects to so extend the Term or allow the Agreement to terminate at the end of the then current Term. In the event that the parties agree to extend the term of this Agreement, an amendment to this Agreement confirming the extension of the Term shall be executed and delivered.

3. **Commencement, Duration and Termination by Licensee of Site License**

Once Licensee has received land use approval for a Site, then the parties shall execute a Site License with regard to such Approved Site and thereafter Licensee shall continue to use diligent efforts to obtain any remaining Governmental Approvals with respect to such Site. County and Licensee acknowledge and agree that, except as otherwise provided herein, the expiration of the Term hereof shall in no way affect, reduce or terminate the term of any Site License then in existence or Licensee’s rights thereunder.

The term of each Site License shall be an initial term of five (5) years, with up to seven (7) 5-year extension terms (which extension terms shall automatically commence unless Licensee notifies Licens or in writing of its intention not to renew), commencing on that date such Site License is executed.

Notwithstanding the foregoing, if after the execution of any Site License, at least one Telecommunications Structure is not constructed within eighteen (18) months after the date of that Site License, and one (1) Carrier Sublicense executed and paying full rent, such Site License may be terminated by County with thirty (30) days written notice to Licensee. Further, in the event that at any time after the initial construction of a Telecommunications Structure on an Approved Site, and the occupancy thereof pursuant to a Carrier Sublicense, such Telecommunications Structure remains vacant (i.e., with no Carrier Sublicense applicable thereto) and no Carrier is paying rent therefore for a period in excess of twelve (12) consecutive months, such Site License may be terminated by County with thirty (30) days written notice to Licensee.
Licensee may terminate any Site License with one hundred eighty (180) days prior notice to County if (a) Licensee is unable to maintain in force all necessary Governmental Approvals, (b) a material change in government regulations makes it impossible for Licensee to continue to operate the Telecommunications Facilities under such Site License, (c) interference by or to Licensee’s operation cannot, despite good faith negotiations between Licensee and County in accordance with the terms hereof, be resolved, (d) Licensee is unable to license space within the Telecommunications Facilities, after the Telecommunications Facilities are constructed, for a period in excess of twelve (12) consecutive months, or (e) the Site or the Telecommunications Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Licensee’s reasonable judgment, adversely to affect Licensee’s use of the Telecommunications Facilities.

Each license for an Approved Site shall be in the form of the Site License, with such minor modifications as shall be reasonably required to reflect the particular conditions on the Approved Site.

4. Duration of Carrier Sublicense; Terms

Each Carrier Sublicense shall be for a term no longer than the remaining term of the Site License. The Licensee shall be entitled to sublicense space on a Telecommunications Structure or in an Equipment Facility without County’s prior approval provided that (a) the sub-licensee is an Approved Carrier, and (b) no Event of Default under this Agreement exists. Licensee shall provide the County with a copy of each Carrier Sublicense within thirty (30) days after execution thereof.

5. Site Assessments; Accepted Sites; Development

Within 90 days after the date hereof, Licensee shall, at its sole cost and expense, prepare and deliver to County a Site Assessment with regard to at least ten (10) of the proposed Sites from the list provided by the County. (See Exhibit A). The County, at its sole discretion, may remove any of the previously identified Sites from consideration prior to submittal for Land Use Application by Licensee. The County may also add Sites to the list of previously identified Sites.

Should Licensee wish to perform any on-site tests or studies with respect to any proposed Site, Licensee shall first contact County to arrange a mutually acceptable time for such tests and studies to be conducted. County may elect to have County personnel accompany the person or persons performing such tests and studies. Following any such tests and studies, Licensee shall immediately restore the Site to its previous condition. Licensee shall perform any such tests and studies in a manner so as to minimize any impact on any County uses on the Site. County shall have the right to withhold its consent to any tests or studies which, in the sole and absolute determination of County, may materially alter any Site or interfere with County’s use of the Site. At County’s request, Licensee shall also furnish proof that Licensee and its contractors have the insurance coverage required herein.
Once the Licensee has prepared its Site Assessments, the following shall occur:

- The County Project Manager and Licensee shall meet to discuss each proposed Site for which Licensee submitted a Site Assessment. The Site Assessment shall include a conceptual design of the Telecommunications Facility and proposed location as well as a Site Plan. The County Project Manager shall include the manager of the Site (if any) in the meeting. After the parties meet and prior to completing its review, the County may request additional information.

- Upon review of the information provided, including Site Plan(s) regarding each proposed Site, County may designate in writing that each proposed Site is acceptable for development under this Agreement. However, County Site Acceptability does not relieve Licensee of getting any and all Governmental Approvals required by the County as it pertains to the development of the proposed Site under this Agreement. The Licensee will comply with Policy 6350 adopted 10-24-17 and Regulation 6350 “Wireless Network Facility Colocation”, issued on 9-18-18 by the Loudoun County Public School Board, hereby referred to as (“6350-REG”)—all as may be subsequently amended.

- If Licensee is unable to obtain all required Governmental Approvals for a proposed Site, the County as Owner of the proposed Site, under this Agreement, is in no way responsible for that failure.

- Upon receipt of the County’s letter of Site Acceptability, after having complied with the 6350-REG requirements, Licensee shall proceed with its submittal of a Land Use Application with the appropriate County department(s) and with obtaining any and all required Governmental Approvals for Licensee’s Development of the Site. As Owner of the Site, and at no cost to the County, the County will execute any documents required for Licensee to proceed with Development of the Site, including but not limited to, a letter confirming that County and Licensee intend to enter into a Site License upon approval of the Land Use Application and that Licensee is authorized by County to submit the Land Use Application.

At any time during the Term, Licensee may submit to the County Project Manager a Request for Acceptance with respect to one or more Sites by following the process above.

Upon securing all Governmental Approvals, including final approval of the Land Use Application, and upon the execution of a Site License Agreement, Licensee shall commence and diligently pursue the Development of the Approved Site. No development of a Site is permitted before it is deemed an Approved Site as defined herein.

Within ten (10) days after execution of Site License Agreement, Licensee shall pay County a Site Fee of Forty Thousand and No/100 Dollars ($40,000.00) (the “Site Fee”). In the event Licensee fails to timely pay any Site Fee due hereunder, Licensee shall, in addition

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to owing County such Site Fee, pay to County interest on the amount thereof from the
eleventh day following the Licensee's failure to pay and through the date of payment of
such Site Fee to County, in an amount equal to the Prime Rate of interest as published from
time to time by The Wall Street Journal plus four percent (4%). If Licensee fails to pay
amounts due and owing (including any accrued interest) within thirty (30) days of
execution of Site License Agreement, County may elect to terminate both the Master
License Agreement and the Site License if Licensee has again failed to provide payment,
with accrued interest, within an additional thirty (30) days (for a total of sixty (60) days
from execution of the Site License Agreement).

It is the intention of Licensee and County that during the Term hereof this Agreement
constitutes an exclusive relationship as it pertains to the construction of
Telecommunications Structure and the leasing of space thereon to telecommunications
service providers on those sites subject to parties' Site License Agreements. County agrees
that it shall not, during the Term, license or grant any interest in any portion of any Site to
any telecommunications or other wireless service provider, or to any party constructing
Telecommunications Facilities for license to telecommunications or wireless service
providers, other than Licensee, except as may be permitted herein.

Notwithstanding anything in this Agreement, any current agreements between the County
and any Third Party as they pertain to telecommunications, collocation,
Telecommunication Structures, Telecommunication Facilities, etc. and the like shall
remain in place and may be renewed as provided in those agreements.

... Unless otherwise agreed to by the parties, Licensee will reserve to the County the highest
RAD Center on each Telecommunications Structure. Notwithstanding anything to the
contrary contained in this paragraph, in the event the County requires additional space on
any Telecommunications Structure, the County may elect to occupy additional space at a
height that is below the top one-fourth (1/4th) of the total height of such
Telecommunications Structure. Notwithstanding the foregoing, the County's equipment on
any Telecommunications Structure shall in no event occupy more than 25% of such
Telecommunications Structure's structural capacity at the time Licensee constructs such
Telecommunications Structure.

6. **Duties of Licensee: Compensation**

Licensee shall exercise commercially reasonable efforts to market and license Sites to
maximize revenue to both parties.

As its sole compensation for performing any of the duties hereunder and for performing
the obligations of the sub-landlord under any Carrier Sublicense, Licensee shall be entitled
to retain sixty percent (60%) of the Gross Revenues derived from the use, licensing or
occupancy of any Telecommunications Structure, Equipment Facility or Site pursuant to
this Agreement and the applicable Site License.
7. **Duties of County; Compensation**

County shall receive no other consideration apart from what is provided herein from Licensee for entering into this Agreement.

In consideration of the licensing of any particular Site under and pursuant to a Site License, not later than the tenth day of each calendar month during the term thereof, Licensee shall pay to County an amount equal to forty percent (40%) of the Gross Revenues derived from the use, licensing or occupancy of any Telecommunications Structure, Equipment Facility or Site pursuant to the Site License for the preceding calendar month. It is intended that this sum shall be absolutely net of all expenses reasonably related to the Facilities, which shall be borne by Licensee; provided however that in the event any real estate related ad valorem or other taxes are assessed against the Facilities (as opposed to personal property or the income derived from the Facilities) the same shall be deducted from Gross Revenue for purposes of the calculation of compensation payable to County hereunder, and further provided that in the event Licensee is successful in having any carrier under a Carrier Sublicense reimburse Licensee for all or any portion of the Site Fee payable by Licensee hereunder and/or the cost and expense of bringing utility and other services to the Site and/or costs incurred by Licensee related to installation of any Carrier equipment or upgrades thereto (including, but not limited to, engineering, construction administration, application and legal fees) (provided that such reimbursement is not in lieu or in substitution for any rent thereunder), such costs shall not be included in Gross Revenue for purposes of the calculation of compensation payable to County hereunder. The compensation hereunder to County shall be accompanied by a statement, signed by an officer of Licensee, verifying the calculation of the compensation for the applicable month.

In addition to the foregoing, any sum not paid by Licensee when due shall (a) be subject to a late charge of five percent (5%) of the amount due and (b) bear interest from the date due at a rate of fifteen percent (15%) per annum.

County shall appoint from time to time a County Project Manager for the performance of County’s review function hereunder.

8. **Ownership of Site Improvements; Removal**

With the exception of County property, ownership of the Facilities located on an Approved Site shall remain with Licensee until the term of the Site License for the Approved Site expires or otherwise terminates. Within sixty (60) days after the end of such term, County shall notify Licensee of its election to (a) have Licensee remove any or all of the Facilities from the Approved Site or (b) have the Telecommunications Structure and/or Equipment Facility remain on the Approved Site. If County fails to make such an election within the sixty (60) day period, Licensee shall inform County in writing, and County shall have an additional thirty (30) days to make the election. If County fails to make an election, it shall be deemed to have elected option (a). If County elects or is deemed to elect option (a), Licensee shall promptly (and in any event within one hundred twenty (120) days) remove
the designated Facilities from the Approved Site, at Licensee’s sole cost and expense. If the County elects option (b), upon termination or expiration of the applicable Site License, title to those Telecommunications Facilities designated by the County shall vest in the County, without the need for additional action by the County or Licensee, and County agrees to assume all responsibility and liability for the Facilities and any damages or claims related thereto that arise on or after the termination date. Licensee remains responsible for any and all claims prior to that date. Notwithstanding the foregoing, if so requested by either party, Licensee shall execute and deliver such further assurances thereof as requested by the other party.

Removal of Facilities as provided in the above paragraph will generally mean, as it pertains to any Facilities, the removal of any improvements above and below grade, including underground cables, unless otherwise agreed to in advance and in writing by the parties. Notwithstanding the foregoing, Licensee shall not be required to remove any portion of the foundation of any Telecommunication Structures that is thirty-six (36) inches or more below grade. On a site by site basis, the County, at its sole option, will entertain the option of permitting Licensee to leave in place underground cables and any other improvements which are eighteen (18) inches or more below grade.

Licensee shall annually post a cash or corporate surety bond in the amount of $22,000 (or, at Licensee’s option, a letter of credit) from a corporate surety company or bank reasonably acceptable to County, and in a form and amount reasonably deemed necessary by County, to assure that the funds will be available at the termination of the Site License for removal of any Facilities.

Licensee shall keep any Sites subject to Site Licenses free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of the Licensee. If any lien is filed against the Site as a result of acts or omission of Licensee or Licensee’s employees, agents or contractors, Licensee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to County within ninety (90) days after Licensee receives written notice that the lien has been filed.

9. **Assignment**

a) Licensee may assign this Lease and/or one or more Site Licenses, without County’s consent, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Licensee, including, without limitation, Milestone Tower Limited Partnership-IV and Milestone Communications Management IV, Inc. (collectively the “Licensee Affiliates”); (ii) shall merge or consolidate with or into Licensee or a Licensee Affiliate; (iii) shall succeed to all or substantially all the assets, property and business of Licensee or a Licensee Affiliate; (iv) in which Milestone Communications Management IV, Inc. or a wholly owned affiliate of Milestone Communications Management IV, Inc. is at all times the general partner; or (v) has, together with its affiliates, assets valued at no less than $100,000,000 and substantial expertise in the marketing, leasing and operation of telecommunications sites. In the event of such an assignment or sublease, Licensee shall provide to County at least sixty (60) days
before the proposed transfer (a) the name and address of the assignee; (b) a document executed by the assignee by which it acknowledges the assignment and assumption of all of Licensee’s obligations hereunder; and (c) such other information regarding the proposed assignee as shall be requested by County. Licensee may also, without County’s consent, sublease or license portions of space on the Monopole and within the Base Station to Carriers in accordance with and subject to the terms and conditions of Section 9c hereof. No such assignment shall relieve Licensee of liability hereunder, and Licensee and such sublicensee shall each be fully and primarily liable for the obligations of the “Licensee” hereunder. In all other instances, Licensee may only assign, sublease or otherwise transfer its rights and obligations upon County’s written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

b) In the event an assignment or sublease for which Licensee is required to obtain County’s consent occurs pursuant to the terms of Section 9a, prior to entering into such assignment or sublease, Licensee will submit in writing to County (i) the name and address of the proposed assignee or subtenant, (ii) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, as to the nature of its proposed use of the Leased Premises, (iii) banking, financial, or other credit information reasonably sufficient to enable County to determine the financial responsibility and character of the proposed assignee or subtenant, (iv) the proposed form of assignment or sublease, and (v) reasonable evidence that such proposed assignee or subtenant will be able to meet all FCC, FAA and OSHA requirements with respect to the Leased Premises and the Base Station.

c) Licensee may, without County’s prior consent, sublease or license space on the Monopole or within the Compound to Carriers and other sublicensees who have the appropriate governmental licenses and approvals to transmit telecommunications signals under and subject to the terms of this Section 9c. Specifically, Licensee shall be entitled to sublease or license space on the Monopole or in the Compound without County’s prior approval provided that (a) the Carrier Sublicense shall either be (i) in a form approved by County or (ii) in a form utilized by Licensee in the ordinary course of Licensee’s business, (b) no uncured event of default exists hereunder, (c) the term of the Carrier Sublicense does not exceed the term of this Lease. Licensee shall furnish the County and its counsel with a copy of any such Carrier Sublicense after execution thereof together with an engineering report showing that the Monopole is capable of supporting the proposed Carrier. Otherwise, any lease, sublease, license or other occupancy agreement with respect to any Site shall be in form and substance approved by County, which approval may be given or withheld in School Board’s sole and absolute discretion.

10. **Right of First Offer**

Accept as may be provided herein, during the Term (and any extension of the Term) and thereafter during the first five (5) years of the term of each Site License, Licensee shall have the right of first refusal to install non-governmental communication facilities on the Sites provided by County to Licensee.
If County is contacted by any non-governmental third party with regard to a Site previously provided to Licensee regarding installation of Telecommunication Facilities, County shall direct that Third Party to contact Licensee. If after not less than sixty (60) days negotiation, the Third Party informs County that it was unable to reach an agreement with Licensee, County shall be entitled to enter into an agreement with that Third Party permitting it to construct Telecommunications Facilities and operate thereon, or otherwise operate on any Site, including Sites provided on the County’s list to Licensee, provided that such operation does not cause signal interference with any Carrier operating on Licensee’s Telecommunications Structures at that time. Such agreement(s) with Third Parties shall be on terms and conditions satisfactory to County in its sole discretion. If County breaches this Section, Licensee shall have the right to terminate this Master License Agreement.

County shall be entitled to license space within a Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale).

Notwithstanding anything herein, if County has not approved a Site License for the construction of Telecommunication Facilities at a particular Site, and if County notifies Licensee in writing that it has identified a particular Site as necessary to the County for the use of Telecommunication Facilities, or otherwise, the County may remove that Site from the list previously provided and use the Site as it deems fit or construct any Telecommunication Facilities, with or without the assistance of any public or private entity, and private telecommunications providers would be allowed to locate on such facility. At Licensee’s request, County will provide Licensee with documentation of the need of any Site to be used.

11. **Condition of Property: Maintenance**

Except as specifically provided in this Agreement, Licensee acknowledges and agrees that each Approved Site will be licensed to Licensee in an “AS IS, WHERE IS,” CONDITION, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUBJECT TO ALL DEFECTS, LATENT OR PATENT, KNOWN AND UNKNOWN, APPARENT OR HIDDEN, INCLUDING ENVIRONMENTAL CONDITIONS AND MATTERS, WHICH CURRENTLY EXIST OR MAY IN THE FUTURE ARISE. LICENSEE HEREBY WAIVES ALL RIGHTS, REMEDIES AND CAUSES OF ACTION AGAINST COUNTY RESULTING FROM OR RELATING TO THE CONDITION OF THE SITE. By executing a Site License, Licensee acknowledges that it has had the opportunity to inspect the Site, and is relying solely on that inspection, and not on any representation or warranty of County in licensing the Site. Notwithstanding the foregoing, County represents and warrants that to the best of its knowledge and belief there are no hazardous materials on, in or under each Approved Site, unless otherwise disclosed. County covenants not to bring onto any Approved Site any hazardous materials.

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Licensee shall, at its own expense, maintain the Sites subject to Site Licenses and all improvements, equipment and other personal property on the Licensed Premises in good working order, condition and repair. Licensee shall keep the Sites free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

Licensee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensee shall indemnify and hold County harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys’ fees, and consultants’ and experts’ fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Sites subject to License Agreements if caused by Licensee or persons acting under Licensee. Licensee shall execute such affidavits, representations and the like from time to time as County may reasonably request concerning Licensee’s best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Sites subject to Site Licenses.

For purposes of this Agreement, the term “Hazardous Substances” shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

12. **Subject to County Uses**

Licensee’s rights under this Agreement are subject and subordinate to County’s use and operation of the Site. Accordingly, in exercising its rights under this Agreement, Licensee shall use commercially reasonable efforts to avoid any adverse construction, operation or other impacts on the Site and County’s use and operation thereof, whether such impacts arise from activities conducted on or off of the Site. Prior to any entry upon any Site, Licensee shall provide reasonable advance notice to County of such entry and of any work or activities to be conducted on the Site. Such entry, work and other activities shall occur only at such times, and shall occur in such manner, as may be required by County to avoid any adverse impacts. In case of emergencies threatening life or safety, Licensee may enter a Site without prior notice to County, provided Licensee notifies County of same as soon as practicable.

13. **Insurance**

All property of Licensee, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests or trespassers, in and on any Site shall be and remain at the sole risk of Licensee, its employees, agents or business invitees, County shall not be liable to

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them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall County be liable for the interruption or loss to Licensee’s business arising from any of the above described acts or causes. County shall not be liable for any personal injury to Licensee, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests or trespassers arising from the use, occupancy and condition of any Site. The County expressly waives any and all actions against Licensee for claims resulting from the negligent acts or omissions of the County, its board members, officers, employees and agents. Provided, however, this waiver shall not be deemed to be a waiver of the County’s sovereign immunity or defense thereof.

Upon execution of any Site License, Licensee will maintain a policy or policies of commercial general liability insurance insuring County and Licensee against liability arising out of the use, operation or maintenance of the applicable Site and the installation, repair, maintenance, operation, replacement and removal of the Facilities.

At all times during the License Term, and for each Site License, Licensee, at its sole expense, and for the mutual benefit of County and Licensee, shall obtain and keep in force, from a company legally qualified to do business in Virginia, comprehensive public liability insurance, including property damage, insuring County and Licensee against liability for injury to persons or property occurring in or about the Site or arising out of the ownership, maintenance, use or occupancy thereof. The liability limits under such insurance shall be not less than one million dollars ($1,000,000.00) single limit. All policies shall provide that County is a named additional insured for claims made in connection with this License. Licensee shall provide County with a certificate of insurance. Prior to commencing any installation or maintenance work on the Site, Licensee shall procure and maintain proper Workmen’s Compensation Insurance as is required by the laws of the Commonwealth of Virginia for all workmen and employees of Licensee and its contractors and subcontractors, and further insuring County against any and all liability for personal injury or death of such workmen and employees. Licensee shall provide County with certificates of such insurance prior to the commencement of any installation and/or maintenance work.

Insurance carried by Licensee will be with companies reasonably acceptable to County. Licensee will deliver to County a certificate evidencing the existence and amounts of the insurance. No policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to County. Licensee shall, at least sixty (60) days prior to the expiration of the policies, furnish County with renewals or “binders” for the policies.

Licensee will not knowingly do anything or permit anything to be done by Licensee’s tenants, users, business invitees or agents, or any hazardous condition to exist (“Increased Risk”) which shall invalidate or cause the cancellation of the insurance policies carried by County or Licensee. If Licensee does or permits any causes an increase in the cost of insurance policies, then Licensee shall reimburse County for additional premiums directly attributable to any act, omission or operation of Licensee causing the increase in the premiums. Payment of additional premiums will not excuse Licensee from termination or
removing the Increased Risk unless County agrees in writing. Absent agreement, Licensee shall promptly terminate or remove the Increased Risk.

County shall be named as an “additional insured” on Licensee’s liability policies and it shall be stated on the Insurance Certificate that this coverage “is primary to all other coverage County may possess.”

If an “ACCORD” Insurance Certificate form is used by Licensee’s insurance agent, the words, “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company” in the “Cancellation” paragraph of the form shall be deleted or crossed out.

All insurance required by this Section shall be written by insurers, in such forms, and shall contain such terms, as County may reasonably require.

14. Indemnity; Waiver

Licensee shall defend, with counsel acceptable to Licensee, and indemnify and hold harmless, County from all losses, costs, claims, causes of actions, demands and liabilities arising from, due to or as a result of (a) any action by any Carrier under or pursuant to a Carrier Sublicense, or with which Licensee has had negotiations concerning any Site, (b) Licensee’s entry onto any of the Sites in connection with its investigations there, (c) Licensee’s construction on or use of any Sites, and (d) anything under this Agreement, including any Site Licenses. The Licensee agrees that this clause shall include claims involving infringement of patent or copyright.

Licensee shall also provide County with those specific Site indemnifications as are set forth in the Site License. Such indemnifications shall include the cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorney’s fees and court costs. In addition to the County, the County’s board members, staff, officers, agents, servants, employees, and volunteers shall be beneficiaries of Licensee’s indemnification.

The County expressly waives any and all actions against Licensee for claims resulting from the negligent acts or omissions of the County, its board members, officers, employees and agents. Provided, however, this waiver shall not be deemed to be a waiver of the County’s sovereign immunity or defense thereof.

Licensee hereby waives any right of recovery against County or its employees, officers, directors and Agreement Licensees for any claim, loss, liability, injury or damage that is covered by any policy of property insurance maintained by Licensee (or would have been insured against if Licensee had complied with its obligations under this Agreement) with respect to this Agreement or the Sites. Licensee will cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Site.

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15. County Right to Terminate; Event of Default

a. Termination by County of Agreement. Upon thirty (30) days notice to Licensee, the County has the right to terminate the Agreement upon any of the following Events of Default:

i. Licensee fails to cure, within five (5) business days after written notice by County to Licensee, any default in the payment when due of any amount required under this Agreement or any Site License; or

ii. Licensee fails to cure, within thirty (30) days after written notice by County to Licensee, any default in the performance or observance of, or compliance with, any covenant, agreement, term or condition contained in any Site License or this Agreement; or

iii. An “Event of Default” as defined in any Site License that affects multiple Site Licenses (i.e., sublicensee at multiple sites experiences an Event of Bankruptcy);

iv. The liquidation, termination or dissolution of Licensee; or

v. An Event of Bankruptcy of Licensee; or

vi. Any final judgment or judgments in an aggregate amount (including interest and costs) of more than $500,000.00 is entered against Licensee, and any such judgment or judgments shall not have been paid or otherwise discharged within sixty (60) days after all applicable appeal periods have terminated.

b. Termination by County of any Site License. Upon thirty (30) days notice to Licensee, the County has the right to terminate any Site License upon any of the following:

i. The County determines that the Site is needed for public purposes and no other premises will reasonably fulfill such need; or

ii. The County determines in its sole discretion that the continued use of the Site by Licensee is in fact a threat to health, safety or welfare or violates applicable laws or ordinances, provided that such determination shall be consistent with applicable federal and state regulations; or

iii. County’s right to control or occupy the Site is terminated due to causes beyond its control.

If the County terminates a specific site for any reason provided under Section 15(b), the County will use its best efforts to work with Licensee to relocate any Facilities to another
location at the specific site, if possible. Further, the County’s termination of a specific site will not necessarily lead to the termination of the parties’ Master License Agreement.

If termination or relocation of a specific site for any reason provided under Section 15(b) occurs within the first 15 years of the specific Site License, the County will be responsible for the removal and/or relocation of the Facilities. If termination or relocation of a specific site for any reason provided under Section 15(b) occurs after the first 15 years of the specific Site License, Licensee shall be responsible for removal and/or relocation of the Facilities.

c. **Effect of Termination by County.** Upon the occurrence of an Event of Default hereunder, County shall, in addition to any other remedy that may be available to it at law or in equity, have the following remedies:

i. To terminate this Agreement with written notice to Licensee; or

ii. To seek specific performance of this Agreement.

Upon the termination of this Agreement, Licensee shall promptly and in no event later than thirty (30) days following the date of termination, deliver to County, or such other person or persons designated by County, at Licensee’s sole cost and expense, copies of all books and records regarding the Sites, and all funds in the possession of Licensee belonging to County. Licensee shall be entitled to retain originals or copies of all such books and records for its files.

Upon the occurrence of an Event of Default beyond any cure periods under any specific Site License, the County may terminate this Agreement as well as that specific Site License. Except as otherwise provided in this Agreement, the termination of this Agreement and/or any Site License shall in no way affect, reduce or terminate the term of any other Site License then in existence or Licensee’s rights thereunder. If the County elects to terminate any Site License Agreements, Section 8 as it pertains to Removal shall apply.

16. **Contractual Disputes**

The Licensee shall give written notice to the County’s Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Licensee within thirty (30) days of the County’s receipt of the claim.
The Purchasing Agent's decision shall be final unless the Licensee appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

17. Confidentiality

The Licensee acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County. Therefore, except as required by law, the Licensee agrees that its employees will not:

a. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
b. Access or attempt to access information beyond their stated authorization.
c. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Licensee understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Licensee understands that violations of this provision may result in Agreement termination.

The Licensee further understands that information and data obtained during the performance of this Agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent’s written consent and then only in strict accordance with prevailing laws. The Licensee shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

18. Licensee’s Representations and Warranties

a. Licensee is a corporation duly organized under the laws of the State of Delaware, is licensed to do business in the Commonwealth of Virginia and has all corporate power and authority necessary to perform its obligations hereunder.
b. Licensee is in the business of and has substantial expertise in locating, permitting, licensing and constructing Facilities.
c. Licensee shall exercise commercially reasonable efforts to obtain entitlements, approvals, permits and Carrier Sublicenses for as many of the Sites as
practicable, in an effort to maximize revenue and benefit to each of County and Licensee.

d. Licensee shall obtain and at all times during the term of this Agreement keep in good standing any and all licenses and other permits legally required in the conduct of Licensee’s business and that of its principals, employees and agents and other parties from time to time authorized to act for Licensee.

e. Licensee shall upon request attend and participate in any meetings with County regarding this Agreement or any Site.

f. Licensee shall not knowingly violate any federal, state, municipal or other governmental law, ordinance, rule or regulation in performing its services under this Agreement and Licensee shall use reasonable diligence to comply with any and all such laws, ordinances, rules and regulations affecting the Sites.

g. If Licensee shall be apprised of any claim, demand, suit or other legal proceeding made or instituted or threatened against County on account of any matter directly connected with the Sites, Licensee shall promptly give County all information in its possession in respect thereof, and shall timely assist and cooperate with County in all reasonable respects in the defense of any such suit or other legal proceedings.

h. Licensee shall at all times comply with the terms of all Site Licenses, and shall cause Carriers under Carrier Sublicenses to comply with the terms of such Carrier Sublicense.


On or before the tenth (10th) day of each calendar month (or such other date as the County may agree), Licensee shall provide County with a written report setting forth in reasonable detail (a) the Gross Revenue for the previous month, on a Site-by-Site and Carrier Sublicense-by-Carrier Sublicense basis, (b) any new Carrier Sublicense entered into by Licensee, (c) the status of Licensee’s progress on all Sites which have received Preliminary or Final Approval, (d) any Sites for which Licensee intends to submit a Request for Approval within the next ninety (90) days, and (e) any issues which have arisen or which Licensee anticipates may arise which could materially affect County’s activities on any Site.

Licensee shall keep full and correct records and books of account in accordance with generally accepted accounting principles, consistently applied, showing in detail all income and expenses relating to the Sites and this Agreement, and shall permit County or its representatives to examine such books and records and makes copies or extracts thereof.

In the event that any audit of Licensee’s books and records reveals a discrepancy between the amounts due to County hereunder and the actual amount paid by Licensee of greater than three percent (3%), in addition to the late charges and penalties due hereunder, Licensee shall pay all costs of County’s audit.

20. Notices
All notices, payments, demands and other communications and requests shall be in writing and shall be deemed to have been properly given (i) three (3) days after the date when mailed by United States First Class, Registered or Certified Mail, postage prepaid, (ii) upon receipt when delivered by reliable overnight courier or hand delivery, (iii) via facsimile upon confirmation of receipt, or (iv) via electronic mail when followed by reliable overnight courier or hand delivery and addressed as follows:

**TO LICENSEE:**
Milestone Communications Management IV, Inc.
12110 Sunset Hills Road, Suite 100
Reston, VA 20190
Attn: Leonard Forkas, Jr.

**TO COUNTY:**
Loudoun County Public Schools
21000 Education Court
Ashburn VA 20148
Attn: Brian Stocks

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

21. **Delays**

If delay is foreseen, the Licensee shall give immediate written notice to the Division of Procurement. The Licensee must keep the County advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Licensee.

22. **Delivery Failures**

Time is of the essence. Should the Licensee fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Agent, or should the Licensee fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Licensee shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Licensee from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Licensees nonperformance shall be deducted from the balance as payment.

23. **Material Safety Data Sheets**

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Licensee must identify a substitute that will meet the County's criteria for approval.
24. Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Agreement or any renewal period. Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777 0260.

25. Payment of Taxes

All Licensees located or owning property in Loudoun County shall assure that all real and personal property taxes are paid. The County will verify payment of all real and personal property taxes by the Licensee prior to the award of any Agreement or Agreement renewal.

26. Safety

All Licensees and sublicensees performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Licensees and sublicensees shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Agreement.

Permits. It shall be the responsibility of the Licensee to comply with County ordinances by securing any necessary permits.

27. Notice of Required Disability Legislation Compliance*

County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990. Specifically, County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

28. Ethics in Public Contracting*
The provisions contained in Sections 2.2 4367 through 2.2 4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Agreements solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request. The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2 498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

29. **Employment Discrimination by Licensees Prohibited***

Every Agreement of over $10,000 shall include the following provisions:

a. During the performance of this Agreement, the Licensee agrees as follows: The Licensee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Licensee. The Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Licensee, in all solicitations or advertisements for employees placed by or on behalf of the Licensee, shall state that such Licensee is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

b. The Licensee will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sublicensee or vendor.

30. **Drug-free Workplace***

Every Agreement over $10,000 shall include the following provision: During the performance of this Agreement, the Licensee agrees to (i) provide a drug-free workplace for the Licensee’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Licensee’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Licensee that the Licensee maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sublicensee or vendor.

Master License Agreement
For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Agreement awarded to a Licensee in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

31. **Faith-Based Organizations**

County does not discriminate against faith-based organizations.

32. **Immigration Reform and Control Act of 1986**

By entering this Agreement, the Licensee certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

33. **Substitutions**

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Agreement award without written approval by the Division of Procurement, which approval shall not be unreasonably withheld, conditioned or delayed. Where specific employees are proposed by the Licensee for the work, those employees shall perform the work as long as those employees work for the Licensee, either as employees or sublicensees, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

34. **Condition of Items**

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

35. **Workmanship and Inspection**

All work under this Agreement shall be performed in a skillful and workmanlike manner in compliance with all applicable building codes. The Licensee and its employees shall be professional and courteous at all times. The County may, in writing, require the Licensee to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Licensee from any responsibility in meeting the Agreement requirements, nor does it relieve the Licensee from securing any and all required building inspection per County Ordinances.

36. **Exemption from Taxes**

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Master License Agreement.
Taxes and Federal Excise Tax, therefore the Licensee shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Agreement. However, this exemption does not apply to the Licensee, and the Licensee shall be responsible for the payment of any sales, use, or excise tax it or any collocator incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Licensee for incorporation in or use on a construction project. Nothing in this section shall prohibit the Licensee from including its own sales tax expense in connection with the Agreement in its Agreement price.

37. Liens and Payments to Subcontractors

As it may be required, within thirty (30) days after receipt by Licensee of amounts paid by the County for work performed by a subcontractor under this Agreement, the Licensee shall either: a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or b) notify the County and subcontractor, in writing, of Licensee’s intention to withhold all or a part of the subcontractor’s payment and the reason for non-payment. The Licensee shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the thirty (30) day period except for amounts withheld as allowed in item b) above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month. Licensee shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor. The Licensee’s obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

Within thirty (30) days after the completion of any Licensee’s Improvements, Licensee agrees to obtain and deliver to County written, unconditional waivers of mechanic’s and materialmen’s liens against the Building and the Property from all Licensees, sublicensees, subcontractors, laborers, and material suppliers for all work, labor and services to be performed and materials to be furnished in connection with any Licensee’s Improvements. If, notwithstanding the foregoing, any mechanic’s or materialmen’s lien is filed against the Licensed Premises, the Building or the Property for work claimed to have been done for, or materials claimed to have been furnished to Contractor or the Managed Premises, such lien shall be discharged by Licensee within ten (10) days thereafter, at Licensee’s sole cost and expense, by the payment thereof or by the filing of a surety bond in form and substance reasonably acceptable to Licensee. If Licensee shall fail to discharge any such mechanic’s or materialmen’s lien, Licensr may, at its option, discharge such lien and treat the cost thereof (including attorneys’ fees incurred in connection therewith) plus an administrative fee payable to County of fifteen percent (15%) of such costs as additional fees hereunder. It is further understood and agreed that in the event Loudoun County shall give its written consent to the making of any Licensee’s Improvements to the Managed Premises, such written consent shall not be deemed to be an agreement or consent by Loudoun County to subject its interest in the Premises, the Building or the Property to any mechanic’s or materialmen’s lien which may be filed in connection therewith. Licensee agrees that the Master License Agreement
construction and installation of any Licensee’s Improvements shall not adversely interfere with the operations of the Building or other tenants, or occupants thereof or with the maintenance of harmonious labor relations. Prior to entering the Building or Premises to perform any Licensee’s Improvements, Licensee shall give Loudoun County at least forty-eight (48) hours advance notice, except for emergency purposes, in which case Licensee or Collocators shall give Loudoun County as much notice as is reasonably practicable.

38. **Licensee**

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or the County of Loudoun, the Licensee shall be duly licensed to perform the services required to be delivered pursuant to this Agreement.

39. **Authority to Transact Business in Virginia**

A Licensee organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into an Agreement with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Agreement. The County may void any Agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

40. **Miscellaneous**

   a. Nothing in this Agreement shall confer on Licensee any property right or right in and to any Site until the execution of a Site License. Furthermore, fee simple ownership of Sites remains at all times with the County.
   
   b. In performing its duties under this Agreement, Licensee shall at all times be an independent Agreement or Licensee, and not as an employee, agent, partner or joint venturer of County. Licensee shall have no right or authority, expressed or implied, to commit or otherwise obligate County in any manner.
   
   c. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
   
   d. Waiver of any of the terms or provisions hereof may only be in writing and shall be operative only for the time and to the extent therein stated. No waiver of any default or breach of any of the terms or provisions hereof by either party hereto shall be implied from the failure by either party to take action on account of such default or breach. No waiver shall affect any default other than the default specified in the waiver. No waiver of any term or provision contained herein by either party shall be construed as a waiver of any subsequent breach of the same term or provision. The consent or approval by either party to, or of, any
act by the other party requiring further consent or approval shall not be deemed
to waive or render unnecessary their consent or approval to, or of, any
subsequent similar acts.

e. Any provision of this Agreement may be amended if, but only if, such
amendment is in writing and is signed by County and Licensee.

f. The provisions of this Agreement shall be binding upon and inure to the benefit
of the parties hereto and their respective successors and assigns.

g. This Agreement shall be deemed to be an Agreement made under seal and shall
be governed by and construed in accordance with the laws of the
Commonwealth of Virginia, without reference to conflicts of laws principles.

h. This Agreement and any amendments or renewals hereto may be executed in a
number of counterparts, and each counterpart signature, when taken with the
other counterpart signatures, is treated as if executed upon one original of this
Agreement or any amendment or renewal. A signature by any party to this
Agreement provided by facsimile or electronic mail is binding upon that party
as if it were the original.

i. This Agreement shall be governed in all respects by the law of the
Commonwealth of Virginia. Any legal action or proceeding with respect to this
Agreement shall be brought in the Loudon County Circuit Court in the
Commonwealth of Virginia and in no other courts, and by execution and
delivery of this Agreement, Licensee hereby accepts for itself and in respect of
its property, general and unconditionally, the jurisdiction of the aforesaid court.
Nothing in this section shall affect County’s right to serve process in any other
manner permitted by law or to bring proceeding against Licensee in any other
court having jurisdiction.*

j. This Agreement and the Site License(s) set forth the entire agreement of the
parties with respect to the subject matter hereof and supersede all previous
understandings, written or oral, in respect thereof.

k. In the event that any provision shall be adjudged or decreed to be invalid, such
ruling shall not invalidate the entire Agreement but shall pertain only to the
provision in question and the remaining provisions shall continue to be valid,
binding and in full force and effect.*

l. The headings of the various sections of this Agreement are inserted only for
convenience of reference and are not intended, nor shall they be construed, to
modify, define, limit, or expand the intent of the parties as expressed in this
Agreement. Any pronoun used herein shall be deemed to refer to any gender,
and singular pronouns shall be deemed to include the plural and vice versa. The
use in this Agreement of the word “including” when following any general
statement, term or matter, shall not be construed to limit that statement, term or
matter to the specific items or matters, whether or not nonlimiting language
(such as “without limitation”, or “but not limited to” or words of similar import)
is used with reference thereto, but rather shall be deemed to refer to all other
items or matters that could reasonably fall within the broadest possible scope of
that general statement, term or matter. This Agreement shall not be construed
as if it had been prepared by one of the parties, but rather as if both parties had
prepared the same.
m. Neither Licensee nor County intends by any provision of this Agreement to confer any right, remedy or benefit upon any third party.

n. Time is strictly of the essence of each and every provision of this Agreement.

o. County and the person executing and delivering this Agreement on County’s behalf each represents and warrants that such person is duly authorized to so act and has the power and authority to enter into this Agreement; and that all action required to authorize County and such person to enter into Agreement License has been duly taken.

41. **Definitions**

   a. **Approved Carrier.** A telecommunications service provider licensed by the Federal Communication Commission (“F.C.C.”) and any other governmental agencies for which approval is needed to conduct such company’s business.

   b. **Approved Site.** A Site that has received the County’s Final Approval for Development.

   c. **Carrier Sublicense.** A sublicense, license or similar occupancy agreement between Licensee and Approved Carrier or other sublicensee who has the appropriate governmental licenses and approvals to transmit telecommunications signals, for space on a Telecommunications Structure or in an Equipment Facility.

   d. **Development.** The construction of one (1) Telecommunications Structure and appurtenant Equipment Facility on a Site, and the licensing of space on the Telecommunications Structure and within the Equipment Facility to Approved Carriers.

   e. **Equipment Facility.** A building shelter, structure, or other facility, determined to be necessary by Licensee on a site by site basis subject to the reasonable approval of County, in which ground-based equipment necessary for the use of the Telecommunications Structures shall be located.

   f. **Event of Bankruptcy.** Shall mean the occurrence of any one or more of the following:

      i. If a court of competent jurisdiction shall enter a decree or order or relief in respect of Licensee in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Licensee or of any substantial part of its property, or ordering the winding up of its affairs or liquidation of its property, and such decree or order shall continue unstayed and in effect for a period of thirty (30) days; or

      ii. If Licensee shall commence a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, shall consent to the entry or an order for relief in an involuntary case under any such law, or shall consent to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Licensee or of any substantial part of its property, or shall make any general assignment for the benefit of creditors or shall take any action in furtherance of any of the foregoing.

   Master License Agreement
g. **Facilities.** (i) One (1) Telecommunications Structure, (ii) an Equipment Facility, (iii) Licensee’s antennas and those of its sublicensees, (iv) equipment, ancillary and related structures, cables, accessories and improvements, and (v) all other equipment on any Site, other than equipment owned by County, located on the Site pursuant to the Site License or any Carrier Sublicense, together with any additions approved by County.

h. **Final Approval.** The final approval granted by the County through the Land Use Application process. Final Approval may be given or withheld in County’s sole and absolute discretion.

i. **Governmental Approvals.** All permits, approvals and permissions required by any governmental or quasi-governmental agency for the construction, use, licensing and operation of the Telecommunications Facilities.

j. **Gross Revenues.** All revenues to Licensee under a Carrier Sublicense in connection with installation of any Carrier equipment and/or upgrades to Carrier equipment as further described in Section 7.

k. **Land Use Application.** A request or application for any required County Government approvals, including but not limited to site plan approval, special exceptions, zoning certificate and/or building permit filed with Loudoun County, Virginia and the necessary County having jurisdiction over the Site and the development thereon.

l. **Licensee.** The Licensee named in the initial paragraph hereof, together with its permitted successors and assigns, and, following the termination of this Agreement, the licensee under any Site License, with respect to such Site.

m. **Policy 6350.** Policy 6350 adopted by the County on 10-24-17 establishes a process for which outside agencies can solicit permission to collocate mobile land based facilities on Loudoun County Public School Division property for the purpose of wireless distribution.

n. **Regulation 6350.** Regulation 6350 Wireless Network Facility Colocation issued on 9-18-18 established a process to administer Telecommunication Master License Agreements between Licensee and County.

o. **Request for Approval.** A written request by Licensee that a Site be considered for Development, in accordance with the process set forth herein.

p. **County Project Manager.** County’s then appointed designated representative for purposes of performing the functions of County hereunder. The County Project Manager may be changed from time to time by County, at County’s sole and absolute discretion, upon notification thereof to Licensee.

q. **RAD Center.** Centerline of an antenna mounting on the Telecommunication Structure, measured as the vertical height above the ground and generally includes a ten (10) foot envelope (or five (5) feet above and five (5) feet below the RAD Center).

r. **Site.** Each parcel of real property described in Exhibit A attached hereto; provided, however, that any such Site shall cease to be a Site available for further
Development if it is sold or conveyed by County. The County may add or remove from this as it deems fit.

s. **Site Acceptability.** The acceptance by County under this Agreement of a Site or Sites for development by Licensee through Land Use Application process following receipt of Licensee’s Request for Approval and the parties meeting to discuss Site Acceptability. Site Acceptability may be given or withheld in County’s sole and absolute discretion but must occur prior to the Licensee commencing the Land Use Application process on a Site.

t. **Site Assessment.** A report on the viability of a Site for telecommunications purposes.

u. **Site License.** A license in the form set forth in Exhibit B attached hereto.

v. **Site Plan.** A plan showing in reasonable detail the proposed Development on any Site, including, without limitation the location of the Telecommunication Facilities, proposed ingress-egress routes and all requested casements.

w. **Telecommunications Facility.** Communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises; includes Telecommunications Structures and Equipment Facility.

x. **Telecommunications Structures.** A Telecommunications Structure or flagpole tower not exceeding 150 feet in height. Each Telecommunications Structure shall be designed to accommodate no less than 3 and no more than 8 telecommunications providers. The height of a Telecommunications Structure may exceed the height set forth herein with the prior written approval of County, which may be given or withheld in its sole and absolute discretion.

[Signatures on the following page]
IN WITNESS WHEREOF, the parties hereto execute this Master License Agreement in on the dates indicated.

COUNTY:

LOUDOUN COUNTY PUBLIC SCHOOLS

By: Andrea Philyaw
Name: Andrea Philyaw
Its: Director, Procurement/Risk Management
Date: 08/17/2020

LICENSEE:

MILESTONE DEVELOPMENT INC., a Delaware corporation

By: 
Name: Leonard Forkas, Jr.
Its: President
Date: 8-7-2020
EXHIBIT A

LIST OF SITES

[To be attached]
<table>
<thead>
<tr>
<th>SCHOOL/FACILITY</th>
<th>LOCATION ADDRESS</th>
<th>SITE ACREAGE</th>
<th>ORIGINAL CONSTRUCTION</th>
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**FUTURE SCHOOLS - FUNDED/UNDER CONSTRUCTION**

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<td>Hovatter Elementary (ES-29)</td>
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<td>to open 2021</td>
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**Notes:**

1. Site owned by County of Loudoun; site and/or facility leased to LCPS.
2. - Eagle Ridge, Middle School is co-located on the Mill Run Elementary School site.
3. - Goshen Post Elementary School is co-located on the John Champe High School site.
4. - Independence High School is co-located on the Brambleton Middle School site.
5. - Kenneth W. Carroll Elementary School is co-located on the Harmony Middle School site.
6. - Rock Ridge High School is co-located on the Rosa Lee Carter Elementary School site.
7. - Smart's Mill Middle School is co-located on the Frances Hazel Reid Elementary School site.
8. - Trailside Middle School is co-located on the Newlon-Lee Elementary School site. In addition, a five-acre parcel is leased from Northern Virginia Regional Park Authority.
9. - The Staff Training Center is co-located on the Cedar Lane Elementary School site.
10. - Hovatter Elementary School will be co-located on the Lightbridge High School site.
EXHIBIT B

FORM SITE LICENSE

[To be attached]
SITE LICENSE

[SITE NAME]

This Site License ("Site License") is entered into as of the ___ day of ______, ____ by and between Milestone Tower Limited Partnership-IV, a Delaware limited partnership ("Licensee"), and Loudon County Public Schools, a body corporate of the Commonwealth of Virginia ("Licenser"). This Site License is made pursuant to that certain Master License Agreement, dated as of ____________, ______, as well as any amendments thereto, between Licenser and Licensee (the "Master License"), which Master License is hereby incorporated, in its entirety, into this Site License by this reference with the exception of the clarifications, modifications and exclusions specifically referenced in Section 14 of this Site License below. All capitalized terms not defined in this Site License shall have the same meaning as ascribed to them in the Master License.

1. Commencement Date of this Site License: ________________________ , the date that both parties execute this Site License.

2. Site No./Name:

3. Site Address:

4. Site Latitude and Longitude (as provided by Licensee):

5. Rent Commencement Date: ____________________

6. Rent: Pursuant to the terms of Section 7 of the Master License.

7. Term: The initial term shall be for five (5) years, with up to seven (7) 5-year extension terms.

8. Special Access Requirements:

9. Existing Mortgages or Liens Affecting the Site: None of record:

10. Existing Environmental Issues:

11. Licensor Contact for Emergency (including emergency access):

________________________
________________________
________________________
Attn: ____________________

12. Licensor Address for Payment of Rent:

________________________
________________________
________________________
Attn: __________________________

13. Licensee Contact for Emergency:
Milestone Tower Limited Partnership-IV
12110 Sunset Hills Road, Suite 100,
Reston, Virginia 20190
Attention: Len Forkas
Telephone: 703-620-2555 x104

14. Exception(s):

[SIGNATURES ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the undersigned have executed this Site License as of the first day written above.

Licensor:

LOUDOUN COUNTY PUBLIC SCHOOLS,
a body corporate of the Commonwealth of Virginia

By: ____________________________
Name: __________________________
Title: Director, General Services

Licensee:

MILESTONE TOWER LIMITED PARTNERSHIP-IV,
a Delaware limited partnership

By: MILESTONE COMMUNICATIONS
MANAGEMENT IV, INC., a Delaware
corporation, its general partner

By: ____________________________
Name: Leonard Forkas, Jr.
Title: President

Attachments
1. Description of the Facilities
2. Description of Electrical and Telephone Easements
3. Description of Construction Easements
4. Description of Utility Easements
5. Existing Liens and Encumbrances
6. Legal Description of Demised Premises
7. Description of Access Easement
8. Compound Layout Plan
9. Photo Illustration of Installed Pole