

THIRD ADDENDUM TO THE MONTGOMERY COUNTY LEASE AGREEMENT

For Quince Orchard Substation 118

This Third Addendum (the "THIRD ADDENDUM") is made this 16th day of September, 2019, by and between POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia Corporation, ("PEPCO") ("Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and political subdivision of the State of Maryland, (the "COUNTY") ("Tenant" or "Leasee"); (PEPCO and the COUNTY together "the PARTIES" and individually being a "PARTY").

WHEREAS, the PARTIES have agreed to enter into an Agreement, under the terms of which PEPCO will permit the COUNTY to install and maintain communications antennae ("Antennae") and associated base station, equipment and cabinets ("Equipment") being collectively the antennae facility ("Antennae Facility"), to extend the height of the existing communications tower ("Tower") by approximately fifty feet (50), to attach ten (10) antennae at five (5) different levels on the Tower as shown in Exhibit "A" (Detailed Design Document For Montgomery County, Quince Orchard, Remote Simulcast Site) and Exhibit "B" (Construction Drawings) located on PEPCO's property at Substation # 118, (Quince Orchard), 20874 Darnestown-Germantown Road, Germantown, Maryland (the "Property"). Additionally, PEPCO permitted the COUNTY to install and operate Equipment in an existing PEPCO building ("Equipment Building") which is located at the base of the tower;

WHEREAS, the PARTIES agreed by that Agreement to permit the COUNTY to enter onto the Property by means of a designated route for access to the Tower to install and maintain Antennae and to the Equipment Building to install and maintain Equipment subject to the conditions of that Agreement and to provide for the payment of compensation to PEPCO for the use of the Tower and Equipment Building; and

WHEREAS, the COUNTY desires to extend the term of said Lease Agreement for an additional ten years.

NOW THEREFORE, in consideration of the mutual promises and obligations hereinafter made and assumed, the parties hereby amend the LEASE, the FIRST ADDENDUM and the SECOND ADDENDUM as follows:

1. Article 2, entitled "TERM" shall be amended to read as follows:

"This Agreement is effective for a term of ten (10) years effective as of March 20, 2016 through to and ending on March 19, 2026 ("Term").

2. The LESSEE or COUNTY shall not have 24 hour, 7-day access, to the Equipment Area without an escort during the Term or any extended terms of this Agreement.
3. Article 3, entitled "PAYMENT OF RENT" shall be amended to add the following language:
 - a. "Rent for the Leased Property Substation 118 shall be at a rate of \$9,500.00 per month. Beginning on the anniversary of the Commencement Date of this Agreement and continuing on each anniversary thereafter, rent shall increase by a rate of \$250.00 a month or \$3,000.00 a year."
 - b. "Article 3, entitled "PAYMENT AND RENT" shall be supplemented with the Payment and Rent Schedule attached as Exhibit A and incorporated by reference herein."
4. Articles 4 and 17 shall be amended to replace the PEPCO contact and PEPCO Contact for Notices as follows:

Potomac Electric Power Company

Vernon Gibson

701 Ninth Street

NW Washington DC 20068

202-872-2554

5. Article 9 shall be amended to replace the PEPCO contact for normal business hours and as follows:

Charles Brooks, Real Estate, 202-872-2981

For all other times, the contact should be:

Network Operations Center (NOC) 301-469-5675 or 5600

6. Article 12 INSURANCE shall be replaced in its entirety with the following language:

"Licensee shall procure and maintain at its own expense the following minimum insurance in forms and with insurance companies rated at least A-VII by AM Best. The limits of liability reflected below are the maximum limits of liability for which the Montgomery County Self Insurance Program is responsible, as determined by the Local Government Tort Claims Act:

- a. Workers Compensation insurance for statutory obligations imposed by Workers Compensation, Occupational Disease, or other similar laws;
- b. Employer's Liability: \$100,000 per accident/ \$100,000 per disease, per employee/\$500,000 per disease, policy limits;

c. Business Automobile Liability (for all owned, non-owned, hired, and leased vehicles): \$30,000 bodily injury per person/\$60,000 bodily injury per accident/\$15,000 property damage per accident;

d. Commercial General Liability and/or Umbrella/Excess Liability (including contractual liability coverage equivalent to what is insured by ISO CGL form 00 01): \$\$400,000 each occurrence and \$800,000 in the aggregate.

Notwithstanding the forgoing, Licensee may self-insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement, the following conditions apply: (i) Licensee shall promptly provide Licensor with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensor with copies of any demands, notices, summons, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licensee is a member of the Montgomery County Self Insurance Program, Article 20-37 of the Montgomery County Code, which restricts legal defense to members of the Program and does not allow for outside entities; (iii) Licensee shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensor; and (iii) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

All insurance required hereunder shall state that required coverage is primary to any other valid insurance available to Pepco (to the extent permitted by applicable insurance law), and allow cross-liabilities and coverage regardless of fault. Licensee shall provide at least thirty (30) days prior written notice to Pepco of cancellation of any required coverage if not replaced.

Contractors and Sub-contractors, who conduct any operations or perform any work permitted by this Agreement or any activity connected therewith, shall maintain insurance coverage with limits at least equal to, and coverage at least as broad as, those listed below:

a. Workers Compensation insurance for statutory obligations imposed by Workers Compensation, Occupational Disease, or other similar laws;

b. Employer's Liability: \$1,000,000 per accident/ per disease/per employee;

c. Business Automobile Liability (for all owned, non-owned, hired, and leased vehicles): \$2,000,000 Combined Single Limit;

d. Commercial General Liability Insurance with the following coverage; premises - operations, personal injury, blanket contractual liability, independent contractors and broad form property damage. The coverage shall be in an amount not less than Two Million Dollars (\$2,000,000).”

7. Any contractor/personnel entering on of Pepco's substations must be equipped with the current FR clothing.
8. Article 18,entitled "TERMINATION" was modified in the FIRST ADDENDUM to allow either of the Parties to Terminate the LEASE by giving at least twenty-four (24) months written notice to the other Party of its intention to do so. This THIRD ADDENDUM will revise the time frame of minimum written notice for Termination of LEASE from twenty-four (24) months to nine (9) months. The County's termination rights in the preceding sentence are in addition to, and not in contravention of, the County's termination rights in Article 13 of the Lease regarding termination for non-appropriation.
9. Except as modified herein, the LEASE, the FIRST ADDENDUM and the SECOND ADDENDUM shall remain in full force and effect, and the Parties shall be bound by all terms and conditions thereof.
10. This THIRD ADDENDUM may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES START ON NEXT PAGE.

IN WITNESS WHEREOF, the PARTIES have executed and delivered this THIRD ADDENDUM to the LEASE, FIRST ADDENDUM and SECOND ADDENDUM on the date first above written.

WITNESS:

BY: Charles Brooke

LANDLORD:

POTOMAC ELECTRIC POWER COMPANY

Sign: Vernon D. Gibson
Vernon D. Gibson

Name & Title: Mgr. Real Estate Facilities

WITNESS:

BY: Julie L White

TENANT:

MONTGOMERY COUNTY, MARYLAND

Sign: Jerome Fletcher

Name & Title: Jerome Fletcher

Assistant Chief Administrative Officer

APPROVED FOR FORM AND LEGALITY:

Neal Anker
NEAL ANKER
Associate County Attorney

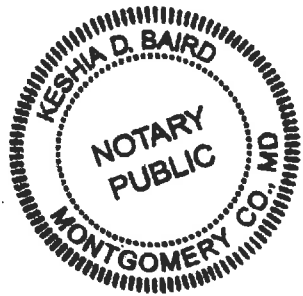
STATE OF MARYLAND

COUNTY OF Montgomery

I HEREBY CERTIFY that on this 16th day of September, 2019, before me, Keshia D. Baird, the undersigned officer, personally appeared Vernon Gibson, who acknowledged himself to be Peeco Manager of Real Estate & Facilities a corporation and that he, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Notary Seal]



Keshia D. Baird

Notary Public: _____

My Commission Expires 10/5/2021

STATE OF MARYLAND

COUNTY OF Maryland

I HEREBY CERTIFY that on this 6th day of September, 2019, before me, Julie L. White, the undersigned officer, personally appeared Jerome Fletcher who acknowledged herself to be Assistant Chief Administrative Officer for Montgomery County, Maryland, and that he/she, as such Assistant Chief Administrative Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Notary Seal]

Julie L. White

Notary Public: Julie L. White

My Commission Expires 9/30/2021

EXHIBIT A

PAYMENT AND RENT

Rent for the Leased Property Substation 118 shall be at a rate of \$9,500.00 per month. Beginning on the anniversary of the Commencement Date of this Agreement and continuing on each anniversary thereafter, rent for the towers shall increase by a rate of \$250.00 a month or \$3,000.00 a year.

From	To	Per Month	Yearly Total
March 20, 2016	March 19, 2017	\$9,500.00	\$114,000.00
March 20, 2017	March 19, 2018	\$9,750.00	\$117,000.00
March 20, 2018	March 19, 2019	\$10,000.00	\$120,000.00
March 20, 2019	March 19, 2020	\$10,250.00	\$123,000.00
March 20, 2020	March 19, 2021	\$10,500.00	\$126,000.00
March 20, 2021	March 19, 2022	\$10,750.00	\$129,000.00
March 20, 2022	March 19, 2023	\$11,000.00	\$132,000.00
March 20, 2023	March 19, 2024	\$11,250.00	\$135,000.00
March 20, 2024	March 19, 2025	\$11,500.00	\$138,000.00
March 20, 2025	March 19, 2026	\$11,750.00	\$141,000.00