

**THIRD AMENDMENT TO LEASE AGREEMENT**

This Third Amendment to Lease Agreement is made this 19<sup>th</sup> day of June 2017, by and between GENON MID-ATLANTIC, LLC (Successor to Mirant Mid-Atlantic, LLC) ("GENON" or "Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("County" or "Tenant"); (GENON MID-ATLANTIC, LLC and MONTGOMERY COUNTY, MARYLAND) together "the PARTIES".

WHEREAS the PARTIES entered into a Lease Agreement dated October 9, 2001 (the "Agreement") for premises located on GENON's property at the Dickerson Generating Plant, 21200 Martinsburg Road, Dickerson, Maryland 20843 (the "Property") for installation and operation of COUNTY's Antennae Facility; and

WHEREAS, the PARTIES desire to amend certain terms of the Agreement as set forth below; and

NOW THEREFORE, for the mutual promises contained herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

1. The Agreement Term currently is set to expire on September 30, 2016. The Parties desire to retroactively extend, the Agreement Term for an additional term of five (5) years, commencing on October 1, 2016 and ending on September 30, 2021 (the "Extended Agreement Term").
2. Article 3 of the Agreement is hereby further amended by inserting a new rent schedule for the Extended Agreement Term; rent shall be paid monthly, as follows:

<u>Year</u>	<u>Annual Monthly</u>	
Year 1 -- 10/1/16 thru 9/30/17	\$78,600.00	\$6,550.00
Year 2 -- 10/1/17 thru 9/30/18	\$79,800.00	\$6,650.00
Year 3 -- 10/1/18 thru 9/30/19	\$81,000.00	\$6,750.00
Year 4 -- 10/1/19 thru 9/30/20	\$82,200.00	\$6,850.00
Year 5 -- 10/1/20 thru 9/30/21	\$83,400.00	\$6,950.00

3. Article 18 of the Agreement is hereby amended by inserting the following after the first sentence: "In the event of a shutdown of the Dickerson Generating Station or Landlord's demolition of the Southern Exhaust Stack during the extended Agreement Term, Landlord may upon six months' (6) months' notice to Tenant elect to terminate the Lease Agreement or such timeframe as mutually agreed upon by the parties. Upon termination, Tenant shall, within one hundred and twenty (120) days from the date of a written request by Landlord, remove any equipment on

Landlord's property. If Tenant does not remove its equipment within the timeframe stated herein, Landlord may dispose of such equipment at Tenant's expense."

4. Exhibit A to the Lease is replaced by an amended Exhibit A attached to this Third Amendment. The County will comply with the terms of the Agreement and secure approval from the Landlord for its upgrade of appurtenances.
5. Except as amended herein, all of the terms, covenants and conditions of the Agreement remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to the Agreement to be properly executed the day and year first above written.

**WITNESS:**

By: Maria A. DeLuca

**LANDLORD**

**GENON MID-ATLANTIC, LLC**

By: [Signature]

Name: M. A. McFarland

Title: CEO

Date: 6/19/17

**WITNESS:**

By: Julie L. White

**COUNTY:**

**MONTGOMERY COUNTY, MARYLAND**

By: Ramona Bell-Pearson

Name: Ramona Bell-Pearson

Title: Asst. Chief Admin. Officer

Date: June 8, 2017

Approved as to Form and Legality

Recommended:

Office of the County Attorney

By: [Signature]

By: [Signature]

Name: Alexandra Thompson

Name: Cynthia Breneman

Title: Associate County Attorney

Title: Director, Office of Real Estate

Date: 6/6/17

Date: 6/5/17