

SECOND ADDENDUM TO THE MONTGOMERY COUNTY LEASE AGREEMENT

For Takoma Substation 27

This Second Addendum (the "SECOND 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 are parties to a certain Lease Agreement dated March 30, 2001, ("hereinafter referred to as the "LEASE") under the terms of which PEPCO has permitted the COUNTY to install and maintain communications antenna ("Antenna") and associated base station, equipment and cabinets ("Equipment") being collectively the facility ("Antenna facility"), to attach nine (9) Antenna at four (4) different levels on the communications tower ("Tower") located on PEPCO's property at Substation #27, (Takoma Park), 6601 New Hampshire Avenue, Takoma Park, Maryland 20783 (the "Property"). The Parties have also executed a First Addendum to the LEASE dated September 6, 2006 (the "FIRST ADDENDUM") to amend the agreement terms to extend an additional ten (10) years commencing April 1, 2006 and ending March 31, 2016. 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; and

WHEREAS, the COUNTY desires to extend the term of said Lease Agreement for an additional ten (10) years:

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

1. Article 1, entitled "GRANT AND EXTENT OF AGREEMENT" shall be amended to include the following:
 - a. PEPCO has permitted the COUNTY to install and maintain Antenna and Equipment (being collectively "Antenna Facility"), to attach Nine (9) Antennas at three (3) different levels on the Tower at the Property.
 - b. The LESSEE shall have the right to utilize a nominal nineteen by twenty foot (19' x 19') fenced area ("Equipment Area") totaling approximately three hundred and sixty (361) square feet of area of the Equipment Building. The Equipment Area will be utilized by the LESSEE for the installation of various components of the Antenna Facility that are located at ground level.
2. 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”).

3. 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.
4. Article 3, entitled “PAYMENT AND RENT” shall be supplemented with the Payment and Rent Schedule in Exhibit A, attached and incorporated by reference herein.
5. 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)."
6. Any contractor/personnel entering on of Pepco's substations must be equipped with the current FR clothing.
 7. 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 SECOND 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 under the preceding sentence are in addition to, and not in contravention of, the County's termination rights under Article 13 of the Lease regarding non-appropriation.
 8. Except as modified herein, the LEASE and FIRST ADDENDUM shall remain in full force and effect, and the Parties shall be bound by all terms and conditions thereof.
 9. This SECOND 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.

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

WITNESS:

LANDLORD:

POTOMAC ELECTRIC POWER COMPANY

BY:

Sign: Vernon D. Gibson

Name & Title: Vernon D. Gibson
Mgr Real Estate & Facilities

WITNESS:

TENANT:

MONTGOMERY COUNTY, MARYLAND

BY:

Julie L White

Sign: Jerome Fletcher

Name & Title: Jerome Fletcher
Assistant Chief Administrative Officer

APPROVED FOR FORM AND LEGALITY

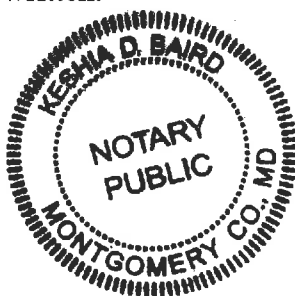
Neal Anker
NEALANKER
Associate County Attorney

STATE OF MARYLAND
COUNTY OF Montgomery

I HEREBY CERTIFY that on this 16th day of September, 20 19, before me, _____, the undersigned officer, personally appeared Vernon D. Gibson, who acknowledged himself to be Manager Real Estate & Facilities of the POTOMAC ELECTRIC POWER COMPANY, 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 Montgomery

I HEREBY CERTIFY that on this 16th day of September, 20 19, before me, Julie L. White, the undersigned officer, personally appeared Jerome Fletcher who acknowledged herself to be the Assistant Chief Administrative Officer of Montgomery County, Maryland and that 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 4/30/2021

EXHIBIT A

PAYMENT AND RENT

Rent for the Leased Property Substation 27 shall be at a rate of \$9,300.00 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 as indicated in the table below:

From	To	Per Month	Per Year
March 20, 2016	March 19, 2017	\$9,300.00	\$111,600.00
March 20, 2017	March 19, 2018	\$9,550.00	\$114,600.00
March 20, 2018	March 19, 2019	\$9,800.00	\$117,600.00
March 20, 2019	March 19, 2020	\$10,050.00	\$120,600.00
March 20, 2020	March 19, 2021	\$10,300.00	\$123,600.00
March 20, 2021	March 19, 2022	\$10,550.00	\$126,600.00
March 20, 2022	March 19, 2023	\$10,800.00	\$129,600.00
March 20, 2023	March 19, 2024	\$11,050.00	\$132,600.00
March 20, 2024	March 19, 2025	\$11,300.00	\$135,600.00
March 20, 2025	March 19, 2026	\$11,550.00	\$138,600.00