

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 27<sup>th</sup> day of November, 2019, by and between MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter referred to as the "COUNTY"), and WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY, an interstate compact agency organized pursuant to Public Law 89-774, 80 Stat. 1324; Maryland Acts of General Assembly, Chapter 869-1965; Virginia Acts of Assembly, Chapter 2-1966; and Resolution of D.C. Board of Commissioners adopted November 15, 1966, with its principle office located at 600 5<sup>th</sup> Street, NW, Washington, DC, 2001 (hereafter referred to as "LICENSEE"), ( LICENSEE and the COUNTY together the "Parties").

### WITNESSETH

In consideration of the fees hereinafter reserved and other good and valuable covenants and obligations as hereinafter contained, the Parties agree as follows:

1. (a) COUNTY hereby grants to LICENSEE a non-exclusive license to occupy and use, subject to all of the terms and conditions herein, space for communications equipment listed in Exhibit A ("Equipment") to be installed on the Property, hereinafter defined, and on the telecommunications tower ("Tower"), located on the COUNTY'S property identified as Tax Account Number: 05-00278801 as more particularly depicted on Exhibit B attached hereto and made part hereof ("Property"). The location of Licensee's Equipment on the Property and on the Tower is generally described as the licensed premises ("Licensed Premises"). No variation will be permitted without the prior written consent of the COUNTY. LICENSEE shall have the right of reasonable ingress and egress, to install and maintain utility wires, cables, conduits, circuit boxes, switches, amplifiers, a generator, antennas or other accessories and appurtenances for use of its Equipment, subject to the restrictions in this Agreement. LICENSEE, its employees, agents, independent contractors and subcontractors shall be entitled to access the Equipment and the Licensed Premises at all times. LICENSEE shall at all times comply with all of County's security procedures for the Property, if any. COUNTY must provide LICENSEE with a written copy of security procedures, if any, not later than ten (10) days after executing this License Agreement.

(b) At LICENSEE'S sole cost and expense and with minimal disruption to COUNTY, LICENSEE may install, erect, maintain and operate the Equipment and supporting accessories thereto on the Licensed Premises. In connection therewith, LICENSEE may complete all work necessary to prepare the Licensed Premises for operation of the Equipment, including but not limited to installation of antennae, bi-directional amplifiers, a generator, an equipment shelter, cables, and appurtenances. Notwithstanding affixation to the Licensed Premises, title to the Equipment and all accessories and appurtenances associated therewith installed by LICENSEE shall remain property of LICENSEE. LICENSEE may remove all or part of the Equipment at its sole expense and with minimal disruption to COUNTY on or before the expiration or earlier termination of this Agreement and shall make any necessary repairs to the Licensed Premises, normal wear and tear excepted, necessitated by such removal.

(c) Notwithstanding the fact that LICENSEE'S use of the Property and the Tower is non-exclusive in that other tenants or licensees may use the Property and the Tower, LICENSEE shall have the exclusive right to use the Leased Premises.

2. (a) This Agreement shall be for the term of ten (10) years ("Initial Term") commencing on the date (the "Commencement Date") upon which installation work begins.

(b) This Agreement may be renewed by the mutual written agreement of the COUNTY and the LICENSEE for an additional ten (10) year term ("Renewal Term"), provided that the Parties hereto reach an agreement prior to the end of the Initial Term on whether changes to the Terms of this Agreement are needed for the additional ten (10) year term. The COUNTY and LICENSEE shall execute a letter of agreement stating the Commencement Date of the Initial Term and the Renewal Term.

(c) The annual license fee ("License Fee") for the initial ten (10) year term shall be paid in accordance with Exhibit C, attached hereto and made a part hereof.

3. Upon the expiration or earlier termination of this Agreement, LICENSEE shall, within ninety (90) days of such expiration or termination, remove all of its Equipment and facilities from the Property and the Licensed Premises. If LICENSEE fails to remove its Equipment from the Property or the Licensed Premises within the period specified herein, the COUNTY may remove the equipment upon written notice to the LICENSEE provided that LICENSEE has not removed its equipment within thirty (30) days of such notice, and charge LICENSEE for the cost of such removal with no liability of the COUNTY to turn over such Equipment and facilities to LICENSEE or for any damage to the Equipment and facilities resulting from such removal.

4. LICENSEE shall use the Licensed Premises for the purpose of transmission and reception of radio communication signals for its 700 MHz Radio Project to support METRO's public safety and emergency network. All work on the Licensed Premises and improvements thereto, including the plans and specifications for such work, shall be at LICENSEE'S expense, and shall be subject to prior written review and approval of the COUNTY. LICENSEE will maintain the Licensed Premises in good condition. It is understood and agreed that LICENSEE'S ability to use the Licensed Premises is contingent upon its obtaining after the execution date of this Agreement and maintaining throughout the term of this Agreement all of certificates, permits, and any other approvals ("Approvals") required by any federal, state, or local authorities. In the event that any such application should be finally rejected or any Approval is canceled, expires, lapses or is otherwise withdrawn or terminated by government authority, or; if LICENSEE in its sole discretion determines that it will be unable to use the Licensed Premises for its intended purposes due to technological reasons, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE'S exercise of its right to terminate, shall be given to COUNTY in accordance with Section 11 herein. The LICENSEE represents and warrants that all information furnished to COUNTY required herein including all data contained in specification sheets shall be of sufficient detail to afford any tenant, future tenant, or licensee adequate information to ensure that any tenant or licensee avoids interference with LICENSEE'S equipment. COUNTY shall not

allow any other tenant or licensee to install equipment that would interfere with LICENSEE'S ability to transmit, receive, or otherwise use its equipment.

5. Deleted in its entirety.

6. Both COUNTY and LICENSEE are self-insured entities.

(a) LICENSEE shall require its contractor(s) and subcontractor(s) performing services under this License to maintain the following insurance policies:

i. Workers Compensation Insurance at Maryland statutory limits

ii. Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than \$5,000,000 combined single limit. Such policy shall be primary and shall name Montgomery County, MD, its elected and appointed officials, officers, employees and authorized volunteers as Additional Insureds; and

(b) All policies pursuant to this Paragraph 6 shall be written by an insurer having a Best rating on not less than A and licensed to do business in the State of Maryland. All policies, including any renewals thereof, must specify that such coverage shall not be canceled without a minimum of thirty (30) days' prior written notification to the County.

(c) LICENSEE's contractor(s) may satisfy the Commercial General Liability Insurance requirement of this Paragraph 6 by obtaining appropriate endorsement to any umbrella policy of liability insurance LICENSEE's contractor(s) maintains.

(d) Notwithstanding anything herein to the contrary, LICENSEE has satisfied the insurance requirements of this Paragraph 6 by providing the County with evidence of self-insurance, attached hereto and made a part hereof as Exhibit D that will meet the requirements herein.

(e) LICENSOR AND LICENSEE agree that Montgomery County, Maryland, a body corporate and politic and its employees are insured through the Self Insurance Fund established by Montgomery County, as required by law and more fully set forth in the Courts and Judicial Proceeding a Article, Sections 5-301 through 5-304, Annotated Code of Maryland, entitled Local Government Tort Claims Act. Such coverage(s) apply to liability for property damage and/or bodily injury to third parties caused by the actions of the County's employees in the performance of their employment, as well as providing all-risk coverage for County-owned properties. The establishment of this Fund does not constitute a waiver of the immunities, liability caps, and defenses available to Montgomery County, Maryland for its officers, agents and employees.

7. LICENSEE, upon the expiration and termination of this Agreement, either by lapse of time or otherwise, shall peaceably surrender to COUNTY the Property and Licensed Premises in same condition as when the Property and Licensed Premises were delivered to LICENSEE.

8. It is agreed and understood that this Agreement contains all agreements, promises, and understandings between the COUNTY and LICENSEE, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

9. This Agreement and the performances thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maryland.

10. This Agreement may not be sold, assigned or transferred and the LICENSEE shall not permit any other party to use the Licensed Premises or Property or any of the COUNTY'S Equipment on the Property.

11. Notices given in connection with this Agreement shall be in writing and shall be sent by: (a) registered or certified mail, return receipt requested; (b) hand delivery; (c) a nationally recognized overnight courier service for next business day delivery; or (d) any telecommunications device capable of creating a written record of such notice and its receipt. Notices and other communications shall be deemed to have been given on the date of actual receipt. Refusal to accept delivery or inability to make delivery because the intended recipient has not provided a correct or current address shall constitute receipt as of the time of attempted delivery. The notice addresses are as follows (or such other address as the party to be notified has designated to the sender by like notice):

COUNTY:

Montgomery County, Maryland  
Department of General Services.  
Office of Real Estate  
101 Monroe Street, 9th<sup>th</sup> Floor  
Rockville, Maryland 20850

With a copy that does not constitute notice to:

Office of the County Attorney for Montgomery County, Maryland  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: DGS Attorney

LICENSEE:

Vice President, Office of Real Estate and Parking  
Washington Metropolitan Area Transit Authority  
00 5<sup>th</sup> Street, NW  
Washington, DC 20001

With a copy to:

General Counsel, Office of General Counsel  
Washington Metropolitan Area Transit Authority  
600 5th Street, NW  
Washington, DC 20001

12. It is expressly understood that the COUNTY shall not be construed or held to be a partner, co-venturer, agent or associate of the LICENSEE; it being expressly understood that the relationship between the Parties hereto is and shall remain at all time that of the COUNTY and LICENSEE.

13. LICENSEE shall operate its Equipment at all times in a manner that will not interfere with radio and/or electrical equipment of any existing tenant or licensee of the Property. If any such interference occurs, in the reasonable assessment of the COUNTY, based upon verifiable data or testing, and is not corrected by the LICENSEE within forty-eight (48) hours after written notification, the COUNTY shall have the right to require LICENSEE to shut down and repair LICENSEE'S Equipment, except for brief tests (not to exceed 5-10 minutes every hour) to eliminate such interference. The COUNTY shall not be held responsible for any interference to LICENSEE'S Equipment or operations, provided the COUNTY exercises due care and otherwise complies with this Agreement. Similarly, COUNTY agrees that after execution of this Agreement, no tenants or licensees of the Property will be permitted to install any radio equipment that is of a type and/or frequency that will cause interference to LICENSEE. In the event future equipment of any tenants or licensees of the Property causes interference to LICENSEE and is not corrected by the interfering party within twenty-four (24) hours of notification, the COUNTY shall require the interfering party to immediately shut down the interfering equipment until the interference is corrected, except for intermittent testing.

14. Either Party shall be considered in default of Agreement upon the occurrence of any of the following:

(a) Failure to perform any term, covenant or condition of this Agreement and the continuance thereof for fifteen (15) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money or for thirty (30) days following receipt of written notice from the non-defaulting party specifying said failure with respect to a default which may not be cured solely by the payment of money. In either event, and after the expiration of said cure periods, the non-defaulting Party may pursue any remedies available to it against the defaulting party under applicable law. In the event either Party is in default more than twice in any calendar year, the non-defaulting Party shall have the right, but not the obligation, to terminate this Agreement.

(b) If the non-monetary default may not be reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting Party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

(c) In the event that LICENSEE shall be found in default and shall fail to cure such default after notice given as set forth hereinabove, then LICENSEE'S right to the Licensed Premises shall automatically be revoked.

15. LICENSEE acknowledges that it will be solely liable for the clean-up and removal of hazardous substances that it generates, or causes to be placed on the Property and Licensed Premises as required by law. The COUNTY represents and warrants that, to its knowledge, the Property and Licensed Premises are free from any hazardous substances or unlawful environmental contamination as of the date of execution of this License.

IN WITNESS WHEREOF, the Parties hereto have set their hand and affixed their respective seals the day and year first above written.

WITNESS:

By: Cynthia Jack  
Print Name: Cynthia Jackter

LICENSEE:

By: Anabela Talaia  
Anabela Talaia  
Contracting Officer  
Date: 10/22/2019

WITNESS:

By: Julie L. White  
Print Name: Julie L. White

COUNTY:

Montgomery County, Maryland:

By: Jerome Fletcher  
Jerome Fletcher  
Assistant Chief Administrative Officer  
Date: 11/27/19

Approved for legal form and legality:  
Office of the County Attorney

By: Real Anker 11/26/19

Recommended:

By: Cynthia Brennan 11/26/19  
Cynthia Brennan, Director  
Office of Real Estate

## EXHIBIT A

## COMMUNICATIONS EQUIPMENT DESCRIPTION

| Type  | Item       | Units | Model       | Description                         |
|-------|------------|-------|-------------|-------------------------------------|
| Lines | Spools     | 540   | L1705       | LDF4-50A CABLE: 1/2" LDF HELIAX POL |
| Lines | Spools     | 83    | L1702       | FSJ4-50B CABLE: 1/2" SUPERFLEX POLY |
| Lines | Spools     | 85    | DSLMR195    | TIMES MICROWAVE LMR-195 RG58 COAX C |
| Lines | EntryCush  | 1     | DSSEC378    | SEC-378 SNAP-SEAL ENTRY CUSHION 3 X |
| Lines | EntryCush  | 1     | DSSEC412    | SEC-412 SNAP-SEAL ENTRY CUSHION 4 X |
| Tx1   | Antenna    | 1     | DSCC80711   | OMNI, CORPORATE COLLINER, 10.5DBD,  |
| Tx1   | UpperJumpr | 2     | DDN1090     | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2  |
| Tx1   | MainLine   | 325   | DSAVA550    | AVA5-50, COAXIAL CABLE, CORRUGATED  |
| Tx1   | MainLine   | 2     | DDN1077     | 7-16IN DIN FEMALE CONNECTOR EZ-FIT  |
| Tx1   | GroundKit  | 7     | DSSG7806B2A | SG78-06B2A GROUNDING KIT FOR 7/8 IN |
| Tx1   | HoistGrip  | 2     | DSL5SGRIP   | L5SGRIP 7/8" SUPPORT HOIST GRIP     |
| Tx1   | Hanger Kit | 10    | DSSSH78     | SSH-78 7/8" SNAPSTAK HANGER 10PK    |
| Tx1   | Cable Wrap | 1     | TDN9289     | 221213 CABLE WRAP WEATHERPROOFING   |
| Tx1   | EntryCush  | 1     | DSSEC378    | SEC-378 SNAP-SEAL ENTRY CUSHION 3 X |
| Tx1   | Surge      | 1     | DSTSXDFOBFB | RF SPD, 698-2700MHZ DC BLOCK HIGH P |
| Tx1   | Surge      | 1     | DSGSAKITD   | GROUND STRAP KIT - DIN              |
| Tx1   | LowerJmpr  | 1     | DDN1090     | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2  |
| Tx1   | LowerJmpr  | 1     | DSL4DRPS    | L4DR-PS 1/2" 7-16 DIN MALE RIGHT A  |
| Tx2   | Antenna    | 1     | DSCC80711   | OMNI, CORPORATE COLLINER, 10.5DBD,  |
| Tx2   | UpperJumpr | 2     | DDN1090     | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2  |
| Tx2   | MainLine   | 325   | DSAVA550    | AVA5-50, COAXIAL CABLE, CORRUGATED  |
| Tx2   | MainLine   | 2     | DDN1077     | 7-16IN DIN FEMALE CONNECTOR EZ-FIT  |
| Tx2   | GroundKit  | 7     | DSSG7806B2A | SG78-06B2A GROUNDING KIT FOR 7/8 IN |
| Tx2   | HoistGrip  | 2     | DSL5SGRIP   | L5SGRIP 7/8" SUPPORT HOIST GRIP     |
| Tx2   | Hanger Kit | 10    | DSSSH78     | SSH-78 7/8" SNAPSTAK HANGER 10PK    |
| Tx2   | Cable Wrap | 1     | TDN9289     | 221213 CABLE WRAP WEATHERPROOFING   |
| Tx2   | EntryCush  | 1     | DSSEC378    | SEC-378 SNAP-SEAL ENTRY CUSHION 3 X |
| Tx2   | Surge      | 1     | DSTSXDFOBFB | RF SPD, 698-2700MHZ DC BLOCK HIGH P |
| Tx2   | Surge      | 1     | DSGSAKITD   | GROUND STRAP KIT - DIN              |
| Tx2   | LowerJmpr  | 1     | DDN1090     | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2  |
| Tx2   | LowerJmpr  | 1     | DSL4DRPS    | L4DR-PS 1/2" 7-16 DIN MALE RIGHT A  |
| Rx1   | Antenna    | 1     | DSCC80711   | OMNI, CORPORATE COLLINER, 10.5DBD,  |
| Rx1   | UpperJumpr | 1     | DDN1090     | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2  |
| Rx1   | UpperJumpr | 1     | DDN1088     | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN |
| Rx1   | TTA        | 1     | DS43783101T | TTA, 796-824MHZ, SINGLE / DUAL NETW |

## EXHIBIT A

## COMMUNICATIONS EQUIPMENT DESCRIPTION

| Type   | Item       | Units | Model       | Description                         |
|--------|------------|-------|-------------|-------------------------------------|
| Rx1    | TTAJmpr    | 1     | DDN1088     | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN |
| Rx1    | TTAJmpr    | 1     | DDN1090     | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2  |
| Rx1    | MainLine   | 363   | DSAVA550    | AVA5-50, COAXIAL CABLE, CORRUGATED  |
| Rx1    | MainLine   | 1     | DDN1077     | 7-16IN DIN FEMALE CONNECTOR EZ-FIT  |
| Rx1    | MainLine   | 1     | DDN1079     | 78EZNFM N FEMALE MOT CONNECTOR (MO  |
| Rx1    | GroundKit  | 8     | DSSG7806B2A | SG78-06B2A GROUNDING KIT FOR 7/8 IN |
| Rx1    | HoistGrip  | 2     | DSL5SGRIP   | L5SGRIP 7/8" SUPPORT HOIST GRIP     |
| Rx1    | Hanger Kit | 11    | DSSSH78     | SSH-78 7/8" SNAPSTAK HANGER 10PK    |
| Rx1    | Cable Wrap | 1     | TDN9289     | 221213 CABLE WRAP WEATHERPROOFING   |
| Rx1    | Surge      | 1     | DS1090501WA | RF SPD, 700-1000MHZ BROADBAND 15 VD |
| Rx1    | LowerJmpr  | 2     | DDN9682     | F4PNMV2-HC 1/2" TYPE N MALE PLATED  |
| Rx2    | Antenna    | 1     | DSCC80711   | OMNI, CORPORATE COLLINEAR, 10.5DBD, |
| Rx2    | UpperJmpr  | 1     | DDN1090     | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2  |
| Rx2    | UpperJmpr  | 1     | DDN1088     | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN |
| Rx2    | TTAJmpr    | 1     | DDN1088     | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN |
| Rx2    | TTAJmpr    | 1     | DDN1090     | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2  |
| Rx2    | MainLine   | 363   | DSAVA550    | AVA5-50, COAXIAL CABLE, CORRUGATED  |
| Rx2    | MainLine   | 1     | DDN1077     | 7-16IN DIN FEMALE CONNECTOR EZ-FIT  |
| Rx2    | MainLine   | 1     | DDN1079     | 78EZNFM N FEMALE MOT CONNECTOR (MO  |
| Rx2    | GroundKit  | 8     | DSSG7806B2A | SG78-06B2A GROUNDING KIT FOR 7/8 IN |
| Rx2    | HoistGrip  | 2     | DSL5SGRIP   | L5SGRIP 7/8" SUPPORT HOIST GRIP     |
| Rx2    | Hanger Kit | 11    | DSSSH78     | SSH-78 7/8" SNAPSTAK HANGER 10PK    |
| Rx2    | Cable Wrap | 1     | TDN9289     | 221213 CABLE WRAP WEATHERPROOFING   |
| Rx2    | Surge      | 1     | DS1090501WA | RF SPD, 700-1000MHZ BROADBAND 15 VD |
| Rx2    | LowerJmpr  | 2     | DDN9682     | F4PNMV2-HC 1/2" TYPE N MALE PLATED  |
| RxTest | MainLine   | 1     | DDN1088     | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN |
| RxTest | MainLine   | 1     | DDN1089     | L4TNF-PSA TYPE N FEMALE PS FOR 1/2  |
| RxTest | GroundKit  | 8     | DSSG1212B2U | SG12-12B2U, SUREGROUND 1/2", 48"    |
| RxTest | HoistGrip  | 2     | DSL4SGRIP   | L4SGRIP SUPPORT HOIST GRIP 1/2" LDF |
| RxTest | Hanger Kit | 11    | DSSSH12     | SSH-12 1/2" SNAPSTAK HANGER 10PK    |
| RxTest | Cable Wrap | 1     | TDN9289     | 221213 CABLE WRAP WEATHERPROOFING   |
| RxTest | Surge      | 1     | DS1090501WA | RF SPD, 700-1000MHZ BROADBAND 15 VD |
| RxTest | LowerJmpr  | 2     | DDN9682     | F4PNMV2-HC 1/2" TYPE N MALE PLATED  |
| GPS1   | MainLine   | 2     | DSTC195NMHX | N MALE NO BRAID TRIM CONNECTOR FOR  |
| GPS1   | GroundKit  | 1     | DSGKS195TT  | STANDARD GROUNDING KIT FOR 195 SERI |



EXHIBIT A

COMMUNICATIONS EQUIPMENT DESCRIPTION

| Type | Item       | Units | Model       | Description                         |
|------|------------|-------|-------------|-------------------------------------|
| GPS1 | Cable Wrap | 1     | TDN9289     | 221213 CABLE WRAP WEATHERPROOFING   |
| GPS1 | LowerJmpr  | 2     | DSTC195NMHX | N MALE NO BRAID TRIM CONNECTOR FOR  |
| GPS2 | MainLine   | 2     | DSTC195NMHX | N MALE NO BRAID TRIM CONNECTOR FOR  |
| GPS2 | GroundKit  | 1     | DSGKS195TT  | STANDARD GROUNDING KIT FOR 195 SERI |
| GPS2 | LowerJmpr  | 2     | DSTC195NMHX | N MALE NO BRAID TRIM CONNECTOR FOR  |

**EXHIBIT B**

**PROPERTY**

Owner Name: Montgomery County, Maryland

Tax Account Number: 05-00278801

Premises Address: 16135 Old Columbia Pike, Burtonsville, Maryland 20866





CLARKNEXSEN  
**HICAPS**  
MOTOROLA SOLUTIONS

[illegible]

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**NEW WORK BITE  
PLAN  
C0102**

WMATA 700MHZ METRO AREA RADIO SYSTEM (MARS)  
BURTONSVILLE  
16371 OLD COLUMBIA PIKE  
BURTONSVILLE, MARYLAND 20886

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
OFFICE OF DESIGN AND CONSTRUCTION  
ENGA - COMMUNICATIONS ENGINEERING

| REFERENCE DIAGRAMS |          | REVISIONS |          |
|--------------------|----------|-----------|----------|
| REV.               | DATE     | BY        | APP.     |
| 1                  | 10/10/10 | 10/10/10  | 10/10/10 |
| 2                  | 10/10/10 | 10/10/10  | 10/10/10 |
| 3                  | 10/10/10 | 10/10/10  | 10/10/10 |
| 4                  | 10/10/10 | 10/10/10  | 10/10/10 |
| 5                  | 10/10/10 | 10/10/10  | 10/10/10 |
| 6                  | 10/10/10 | 10/10/10  | 10/10/10 |
| 7                  | 10/10/10 | 10/10/10  | 10/10/10 |
| 8                  | 10/10/10 | 10/10/10  | 10/10/10 |
| 9                  | 10/10/10 | 10/10/10  | 10/10/10 |
| 10                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 11                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 12                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 13                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 14                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 15                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 16                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 17                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 18                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 19                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 20                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 21                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 22                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 23                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 24                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 25                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 26                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 27                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 28                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 29                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 30                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 31                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 32                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 33                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 34                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 35                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 36                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 37                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 38                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 39                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 40                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 41                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 42                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 43                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 44                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 45                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 46                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 47                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 48                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 49                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 50                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 51                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 52                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 53                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 54                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 55                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 56                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 57                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 58                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 59                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 60                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 61                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 62                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 63                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 64                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 65                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 66                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 67                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 68                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 69                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 70                 | 10/10/10 | 10/10/10  | 10/10/10 |
| 71                 | 10/10/10 | 10/1      |          |

DATE: 11/11/11

AS NOTED  
WM700 AG RF18 C0102

|          |       |
|----------|-------|
| FG-15000 | 10000 |
|----------|-------|

| Category  | Sub-category   | Value | Unit           |
|-----------|----------------|-------|----------------|
| Energy    | Electricity    | 100   | kWh            |
|           | Gas            | 50    | m <sup>3</sup> |
|           | Water          | 10    | m <sup>3</sup> |
|           | Other          | 5     | m <sup>3</sup> |
| Materials | Steel          | 200   | kg             |
|           | Concrete       | 150   | m <sup>3</sup> |
|           | Brick          | 100   | m <sup>3</sup> |
|           | Other          | 50    | m <sup>3</sup> |
| Labor     | Construction   | 100   | h              |
|           | Manufacturing  | 50    | h              |
|           | Transportation | 20    | h              |
|           | Other          | 10    | h              |



**EXHIBIT C**  
**LICENSE FEE SCHEDULE**

16135 Old Columbia Pike, Burtonsville, Maryland 20886

License Fee Escalation 103%

| Term Period  | Years   | Annual Rent  |
|--------------|---------|--------------|
| Initial Term | Year 1  | \$ 48,000.00 |
|              | Year 2  | \$ 49,440.00 |
|              | Year 3  | \$ 50,923.20 |
|              | Year 4  | \$ 52,450.90 |
|              | Year 5  | \$ 54,024.42 |
|              | Year 6  | \$ 55,645.16 |
|              | Year 7  | \$ 57,314.51 |
|              | Year 8  | \$ 59,033.95 |
|              | Year 9  | \$ 60,804.96 |
|              | Year 10 | \$ 62,629.11 |
|              |         |              |
| Renewal Term | Year 11 | \$ 64,507.99 |
|              | Year 12 | \$ 66,443.23 |
|              | Year 13 | \$ 68,436.52 |
|              | Year 14 | \$ 70,489.62 |
|              | Year 15 | \$ 72,604.31 |
|              | Year 16 | \$ 74,782.44 |
|              | Year 17 | \$ 77,025.91 |
|              | Year 18 | \$ 79,336.69 |
|              | Year 19 | \$ 81,716.79 |
|              | Year 20 | \$ 84,168.29 |

## EXHIBIT D

September 24, 2019



RE: WMATA Self Insurance – period July 1, 2019 to July 1, 2020

To Whom It May Concern:

This is to advise you that the Washington Metropolitan Area Transit Authority (WMATA), like most large organizations with substantial loss expectancies, does not purchase primary liability insurance. As such, WMATA is an authorized self-insurer of its Workers' Compensation and Automobile financial responsibility obligations.

WMATA does purchase Excess Liability insurance which attaches at \$5 million over its Auto Liability, General Liability, Employer's Liability. The \$5 million per occurrence self-insured retention is for all bodily injury and property damage liability. Excess liability insurance above the self-insured retention is placed through multiple carriers on several layers.

WMATA purchases Excess Workers' Compensation insurance which attaches at \$2.5 million per occurrence.

Finally, WMATA also maintains operating property insurance coverage with various deductibles, starting at \$1,000,000 per occurrence. These coverages are continuous and remain in effect.

We trust this information will satisfy your inquiry regarding WMATA's insurance. If you require further information on this matter, feel free to contact me directly on at (202) 962-1236.

Sincerely,

A handwritten signature in black ink that reads 'M. J. Johnston'.

Mary Jane F. Johnston, CRM  
Insurance Analyst  
Office of Risk Management  
202-962-1236  
[mjfjohnston@wmata.com](mailto:mjfjohnston@wmata.com)

**Washington  
Metropolitan Area  
Transit Authority**

600 Fifth Street, NW  
Washington, D.C. 20001  
202/962-1234

*By Metrorail:  
Judiciary Square-Red Line  
Gallery Place-Chinatown  
Red, Green and  
Yellow Lines*

*A District of Columbia  
Maryland and Virginia  
Transit Partnership*