

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement is made this 16th day of February, 2022, by and between Lanyard Power Holdings, LLC (“Lanyard” or “Landlord”) and Montgomery County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (“County” or “Tenant”); Lanyard and County together “the Parties”.

WHEREAS the County and GenOn MidAtlantic, LLC, a predecessor in interest to Lanyard, entered into a Lease Agreement dated October 9, 2001, as amended (the “Agreement”) for the premises located on Lanyard’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 Agreement Term expired on September 30, 2021; and

WHEREAS, the Parties desire to amend the Agreement by extending the Agreement Term for up to an additional three (3) year period, by substituting Lanyard as the Lessor, and by permitting Lanyard to assign the Agreement to its affiliate, Dickerson Infra Development, LLC.

NOW THEREFORE, for the mutual promises 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. From the date of this Lease Amendment forward, Lanyard Power Holdings, LLC, shall be the landlord and lessor under this Fourth Amended Lease Agreement and the Agreement shall be amended throughout to effectuate that intent by replacing GenOn MidAtlantic, LLC with Lanyard Power Holdings, LLC.
2. The Agreement Term as shown in Article 2 of the Agreement is hereby extended for an additional term of three (3) years, commencing on October 1, 2021, and ending on September 30, 2024 (the “Extended Agreement Term”).
3. Article 3 of the Agreement is hereby amended by deleting “(which GENON intends to use for charitable purposes)” from the first sentence and inserting a new rent schedule for the Extended Agreement Term. Rent shall be paid monthly during the Extended Agreement Term, as follows:

<u>Year</u>	<u>Annual</u>	<u>Monthly</u>
Year 1 – 10/1/21 thru 9/30/22	\$84,600.00	\$7,050.00
Year 2 – 10/1/22 thru 9/30/23	\$85,800.00	\$7,150.00
Year 3 – 10/1/23 thru 9/30/24	\$86,000.00	\$7,250.00

4. Article 3 of the Agreement is hereby further amended by changing the check payee from GenOn Mid-Atlantic, LLC to Lanyard Power Holdings, LLC with the remit address changing to:

Lanyard Power Holdings, LLC
1360 Post Oak Blvd, Suite 2000
Houston, TX 77056

5. Article 5 of the Agreement is hereby amended by deleting the following from that Article:
“MIRANT will supply an emergency electric generator of 100KW capacity for backup electric service. MIRANT will maintain the generator, comprising all normal factory-recommended scheduled maintenance, at no additional cost above the rental rate to the COUNTY. The COUNTY shall reimburse MIRANT for all non-routine maintenance and repair work required in keeping the generator operational within 30 days after MIRANT submits an invoice to the COUNTY documenting the costs of the non-routine maintenance or repair.”
6. Article 9 of the Agreement is hereby amended by deleting the County notices contact information in paragraph three thereof and replacing it with the following:

Department of Technology Services
PSSM Radio System Infrastructure Project
Attn: Gerry Adcock, Radio System Manger
16647 Crabbs Branch Way
Derwood, MD 20855
Cell 301-706-5090
Gerry.Adcock@MontgomeryCountyMD.gov

7. Article 9 of the Agreement is hereby further amended by the addition of the following:

In addition, and subject to the other terms and conditions of this Agreement, County shall provide advance notice to Lanyard prior to any Property access for preventative maintenance rounds and inspections of the Antennae Facility. Subject to emergency situations, where scheduling may not be practicable, but without waiver of other Agreement requirements, Property access shall be scheduled and coordinated by calling the Lanyard Development, LLC Facility Caretaker pursuant to the contact information and procedures below. The Facility is staffed from 0630 to 1500 Monday through Friday (local time), except holidays.

- Facility Caretaker
 - Office – 301.601.6528
 - If no answer, leave a voicemail
- Off hours
 - Upon arrival, call 301.349.1234
 - The On Call Facility Contact will request verification of the identification, destination and the reason for the access
 - The same Facility contract will need to be notified in order to provide access to exit the Property

8. Article 12 of the Agreement is hereby amended by changing the County insurance coverage limits to the following:

Montgomery County as Tenant is a member of the Montgomery County Self Insurance Program and, as provided in Section 20-37 of the Montgomery County Code, legal defense under the fund is limited to members of the fund and does not extend to outside third parties. The County's insurance coverage limits for general liability coverage is \$800,000 in the aggregate and \$400,000 for each occurrence. The limits outlined in this paragraph are the maximum limits of liability for which the self-insurance program is responsible, as provided in Section 5-301, et seq. of the Courts and Judicial Proceedings Article of the Annotated code of Maryland (2019). Article 12 of the Agreement is hereby amended by deleting "the County shall cause each insurance policy obtained by the County to provide that the insurance company waives all right of recovery by way of subrogation in connection with any damage or injury covered by such policy".

9. Article 12 is amended by deleting the WC Employers Liability limit in the amount not less than \$1,000,000 per accident. Article 12 of the Agreement is further hereby amended by changing the County contractor insurance limits to the following:

Commercial General Liability Insurance in an amount not less than \$2,000,000 annual aggregate
Workers Compensation in accordance with state and local statutory limits, including employer's liability in an amount not less than \$1,000,000 per accident

10. Article 12 of the Agreement is further hereby amended by changing the Additional Insured and Certificate Holder information to the following:

Lanyard Power Holdings, LLC
c/o GenOn Holdings, Inc.
1360 Post Oak Blvd, Suite 2000
Houston, TX 77056

11. Article 17 of the Agreement is hereby amended [to permit notices by e-mail and] by replacing the GenOn and County notice addresses with the following:

Lanyard:

Lanyard Power Holdings, LLC
c/o General Counsel
GenOn Holdings, Inc.
1360 Post Oak Blvd, Suite 2000
Houston, TX 77056

County

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director, Office of Real Estate
E-mail: DGS.ORE@montgomerycountymd.gov

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: Associate County Attorney

12. The following new Article 30, Assignment, is hereby added to the Agreement.

Article 30, Assignment. The Parties hereby agree that, following 30 days' prior written notice to the County, Lanyard may assign the Agreement, as amended, to its affiliate, Dickerson Infra Development, LLC, or such other company affiliated with Lanyard, so long as Lanyard is not in default under the Agreement when such assignment is made, and its assignee assumes Lanyard's responsibilities and obligations under the Agreement thereafter.

13. The Agreement is hereby amended by deleting the current Exhibit C in its entirety.

14. Except as amended herein, all the terms, covenants and conditions of the Agreement remain in full force and effect.

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

WITNESS:

By: Darlene Gouveia

LANDLORD

LANYARD POWER HOLDINGS, LLC

By: Mark A. Gouveia

Name: MARK A. Gouveia

Title: SUP-operations

Date: 2/16/2022

WITNESS:

By: Fariba Kassiri

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: Fariba Kassiri

Name: Fariba Kassiri

Title: Deputy Chief Administrative Officer

Date: 2/15/22

Approved as to Form and Legality:

Office of the County Attorney

By: Neal Anker

Name: Neal Anker

Title: Associate County Attorney

Date: 2/9/2022

Recommended:

By: Cynthia Brenneman

Cynthia L. Brenneman, Director

Office of Real Estate

Date: 02/08/2022