

AFFIRMATION AND FIRST AMENDMENT TO AGREEMENT

THIS AFFIRMATION AND FIRST AMENDMENT TO AGREEMENT (this “**Amendment**”) made this __ day of _____, 2022 as of November 30, 2021, by THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate of the State of Maryland (“**M-NCPPC**”), and CELLCO PARTNERSHIP, a general partnership of the State of Delaware, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (hereinafter designated “**Lessee**”).

EXPLANATORY STATEMENT

- A. Pursuant to an Agreement dated March 28, 2002 (the “**Agreement**”), M-NCPPC granted Washington D.C. SMSA Limited Partnership the right to use certain space owned by M-NCPPC located at the Prince George’s County Baseball Stadium located in Prince George’s County, Maryland (Tax Acct. No. 07-3378064), as more particularly set forth in the Agreement.
- B. Lessee is successor in interest to Washington D.C. SMSA Limited Partnership.
- C. The parties intended to extend the Agreement prior to its expiration but were unable to do so in a timely manner.
- D. M-NCPPC and Lessee now desire to affirm the Agreement and amend the Agreement to extend the term and modify the rent and annual rental adjustment on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, WITNESSETH, that M-NCPPC and Lessee, in consideration of the foregoing Explanatory Statement and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Explanatory Statement; Defined Terms.** The Explanatory Statement of this Amendment forms an integral part hereof. The use of initially capitalized terms in this Amendment shall have the meaning ascribed to them in the Agreement unless the context requires otherwise. In the Agreement, the terms Monopole Agreement and Tower Lease Agreement shall be deemed to be synonymous.

2. **Affirmation of Agreement.** M-NCPPC and Lessee acknowledge the Agreement “Commencement Date” was December 1, 2001, and that the third (3rd) and final five (5) year renewal term expired December 1, 2021. The parties intend that the Agreement remained in full force and effect from November 30, 2021 despite the apparent lapse in time evidenced by the written instruments.

3. **Additional Extension Terms.** In order to further extend the term of the Agreement, the Parties agree that commencing on December 1, 2021 (the “**New Extension Commencement Date**”), the term of the Agreement shall be automatically extended for four (4), additional five (5) year extension terms unless Lessee terminates it at the end of the then current term by giving M-NCPPC written notice of the intent to terminate at least sixty (60) days prior to the end of the then current term. In order to administer the extended term and new Annual Fee amount, Lessee shall have a period of up to 90 days after the date of this Amendment to submit payments to M-NCPPC for any increased Annual Fee amounts applicable from and after the New Extension Commencement Date.

4. **Reset of Annual Fee and Annual Fee Escalation.** Effective as of the New Extension Commencement Date, the Annual Fee shall be reset to be an amount equal to Twenty Thousand Nine Hundred Eighty-Eight and 70/100 Dollars (\$20,988.70), which shall continue to be paid in equal monthly installments in advance according to the terms of the Agreement. After the New Extension Commencement Date, the Annual Fee will increase by fifteen percent (15%) every five years (e.g., on each of the 5th, 10th, and 15th anniversaries of the New Extension Commencement Date).

5. **Notice to M-NCPPC Upon Termination of Tower Lease Agreement a/k/a Monopole Agreement.** The last sentence of Section 17b of the Agreement is hereby deleted and is replaced with the following: “If for any reason said Tower Lease Agreement a/k/a Monopole Agreement is terminated by either party, this Agreement shall also terminate and Lessee shall give M-NCPPC thirty (30) days’ written notice of both such terminations.”

6. **Notice Addresses.** Effective as of the date of this Amendment, the Lessee’s notice address in Section 20 of the Agreement is modified to be as follows:

Lessee: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

7. **No Other Amendments.** In all other respects, the Agreement shall remain in full force and effect and binding on the each of M-NCPPC and Lessee and each of their respective successors and assigns, except as amended herein.

8. **Representations.** Each party hereto hereby represents to the other that it has the power to execute this Amendment and that the execution and delivery of this Amendment (a) has been authorized by all proper action, (b) has been executed by a duly authorized representative of such party, and (c) constitutes the valid and binding obligation of such party.

[signatures on the following page]

Lessee Site Name: PG Stadium

Lessee Site Number: 114443

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Affirmation and First Amendment to Agreement on the date first above written as of November 30, 2021.

THE MARYLAND-NATIONAL CAPITAL PARK
AND PLANNING COMMISSION

By: _____

Name: _____

Title: _____

Date: _____

Lessee:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

DocuSigned by:

By:  _____

Name:  _____

Title: Director - Network Engineer

