

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made as of July 2, 2015 (“**Effective Date**”) between the DISTRICT OF COLUMBIA, a municipal corporation acting by and through the Department of General Services (“**District**”), and POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia corporation (“**Pepco**”; and the District and Pepco are sometimes referred to herein collectively as the “**Parties**”).

RECITALS:

A. Pepco is the fee simple owner of Lots 804 and 805 in Square 661 and that portion of Lot 24 in Square 665, Washington, D.C. all as shown on Exhibit A attached hereto, together with all buildings, structures, fixtures and other improvements located on such land, and all easements, covenants and other rights appurtenant to such land, including any land lying in the bed of any street or alley adjoining such land to the center line thereof (collectively, the “**Pepco Parcel**”).

B. The District desires to acquire from Pepco and Pepco desires to convey to the District the Pepco Parcel on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the District and Pepco hereby agree as follows, intending to be legally bound:

ARTICLE 1 DEFINITIONS

1.1 **Defined Terms.** As used in this Agreement, the following capitalized terms shall have the following meanings:

Business Day: Monday through Friday, inclusive, other than (a) holidays recognized by the District and (b) days on which the District closes for business as a result of severe inclement weather or a declared national emergency which is given legal effect in the District.

Closing: the consummation of the sale of the Pepco Parcel to the District in accordance with this Agreement.

Closing Date: the date on which Closing shall occur.

Easement Agreements: as defined in Section 5.4(a).

Land Records: the real property records for the District of Columbia maintained in the District of Columbia Office of the Recorder of Deeds.

Legal Requirement: any federal, state, local or municipal constitution, law, statute, ordinance, rule, order or regulation.

Permitted Exceptions: collectively, (i) any exception set forth in the Title Commitment (defined below), (ii) any exceptions resulting from the acts or omissions of the District or District Representatives (defined in Section 4.1(a) below), (iii) such other title matters as may be expressly permitted pursuant to the terms of this Agreement and (iv) the easement under Section 5.4(a)(i)(B) below.

Person: a natural person or any legal, commercial or governmental entity, including a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business association, group acting in concert or any person acting in a representative capacity of the foregoing.

Title Company: Terra Nova Title & Settlement Services, 1725 Desales Street, N.W., Suite 401, Washington, D.C. 20036, Attention: Christopher Clarke.

ARTICLE 2 **CONVEYANCE**

2.1 **Sale and Purchase.** Subject to and in accordance with the terms of this Agreement, Pepco shall sell and convey to the District, and the District shall purchase from Pepco, the Pepco Parcel.

2.2 **Purchase Price.**

(a) The purchase price (“**Purchase Price**”) for the sale and purchase of the Pepco Parcel shall be Thirty-Nine Million Three Hundred and Forty-Five Thousand Seven Hundred and Eighty-Eight and 00/100 Dollars (\$39,345,788.00), which Purchase Price includes estimated environmental remediation costs of One Million Nine Hundred Sixty-Eight Thousand and 00/100 Dollars (\$1,968,000.00) but shall not be adjusted in the event actual environmental remediation costs differ from such estimate. The Purchase Price shall be subject to the debits and credits described in Sections 7.5 and 7.6.

(b) At Closing, the District shall pay the Purchase Price to or at the direction of Pepco by wire transfer of immediately available funds.

2.3 **Additional Payments.** Also at Closing, the District shall deliver to or at the direction of Pepco by wire transfer of immediately available funds One Million Dollars (\$1,000,000.00) in payment for the Turbine Removal pursuant to Section 5.2 below (“**Turbine Removal Payment**”).

2.4 **As Is, Where Is.** Except as otherwise expressly set forth in this Agreement, the Pepco Parcel shall be delivered at Closing in “as is, where is” condition as of the Closing Date, with all faults, and without representation or warranty other than as expressly set forth in this Agreement. The District acknowledges that it has had (or will have prior to Closing) an opportunity to conduct its own investigation of the Pepco Parcel, and that upon acceptance of delivery of the Deed (defined in Section 7.3(a) below), it shall be deemed to have assumed all liabilities related to the physical and environmental condition of the Pepco Parcel and to have released Pepco from any such liabilities.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties of Pepco.** Pepco hereby represents and warrants as follows:

(a) **Authority.** Pepco is a corporation duly formed and in good standing under the laws of the District of Columbia and Virginia. Subject to Pepco's receipt of the approval for the transaction contemplated by this Agreement by its Board of Directors and any necessary approval from the Board of Directors of Pepco's parent, Pepco Holdings, Inc. (collectively, "**Pepco Approval**"), Pepco has the power to execute, deliver and perform this Agreement, and has taken all actions required to authorize the due execution, delivery and performance of this Agreement.

(b) **Enforceability.** Subject to Pepco Approval, this Agreement has been duly executed and delivered by Pepco and is the legal, valid and binding obligation of Pepco, enforceable in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally.

(c) **No Consents.** Subject to Pepco Approval, no other consent, approval or authorization of, or registration, filing or declaration with, any Person or any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, is required to be obtained or made by Pepco in connection with its execution, delivery and performance of this Agreement.

(d) **No Conflicts.** Subject to Pepco Approval, the execution, delivery and performance of this Agreement by Pepco do not (i) conflict with or result in any violation of Pepco's organizational documents, (ii) conflict with or result in any violation of any provision of any bond, note or other instrument of indebtedness, contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which Pepco is a party or by which Pepco is bound or (iii) violate any term or provision of any order, writ, judgment, injunction or decree of any court or governmental body, or any statute, law, rule or regulation applicable to and binding upon Pepco.

(e) **No Brokers.** Pepco has not retained or dealt with any real estate broker, finder, or agent in connection with the sale of the Pepco Parcel.

(f) **Litigation; Judgments.** There are no (i) actions, suits or proceedings pending or, to the best of Pepco's knowledge, threatened against or affecting Pepco or the Pepco Parcel in any court or before or by any court, arbitrator, or regulatory commission, department or agency or (ii) judgments outstanding and unsatisfied against Pepco, which could reasonably be anticipated to materially adversely affect (a) Pepco's ability to consummate the transactions contemplated by this Agreement, (b) the ownership of the Pepco Parcel, or (c) the operation of the Pepco Parcel.

(g) **No Violations.** Pepco has received no written notice from any governmental authority of any violation of any law, order, ordinance or regulation issued affecting the Pepco Parcel.

(h) **Foreign Person.** Pepco is not a “foreign person” as defined in Internal Revenue Code Section 1445 and the regulations issued thereunder.

(i) **Leases.** As of the Effective Date, the only leases, licenses or other rights of possession encumbering the Pepco Parcel entered into by Pepco or, to Pepco’s actual knowledge, any predecessor-in-interest to Pepco are as disclosed on Exhibit G.

(j) **Contracts.** As of the Effective Date, the only contracts binding upon the Pepco Parcel entered into by Pepco or, to Pepco’s actual knowledge without investigation, any predecessor-in-interest to Pepco are as disclosed on Exhibit H.

3.2 **Representations and Warranties of the District.** The District hereby represents and warrants as follows:

(a) **Authority.** Subject to the approval of this Agreement and the transactions described herein by the Council of the District of Columbia in accordance with Section 1-204.51 of the District of Columbia Official Code and the *District of Columbia Soccer Stadium Development Act of 2014*, D.C. Law 20-233 (effective March 11, 2015; as amended) (collectively, “**D.C. Council Approval**”), and further subject to Section 10.16, the District has the power to execute, deliver and perform this Agreement, and has taken all actions required to authorize the due execution, delivery and performance of this Agreement including, without limitation, authorization to make the payment referenced in Section 7.4(a) hereof.

(b) **Enforceability.** Subject to D.C. Council Approval, this Agreement has been duly executed and delivered by the District and is the legal, valid and binding obligation of the District, enforceable in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally.

(c) **No Consents.** Subject to D.C. Council Approval, no other consent, approval or authorization of, or registration, filing or declaration with, any Person or any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, is required to be obtained or made by the District in connection with its execution, delivery and performance of this Agreement.

(d) **No Conflicts.** Subject to D.C. Council Approval and further subject to Section 10.16, the execution, delivery and performance of this Agreement by the District does not (i) conflict with or result in any violation of District of Columbia laws, policies or procedures, (ii) conflict with or result in any violation of any provision of any bond, note or other instrument of indebtedness, contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the District is a party or by which the District is bound or (iii) violate any term or provision of any order, writ, judgment, injunction or decree of any court or governmental body, or any statute, law, rule or regulation applicable to and binding upon the District.

(e) **No Brokers.** The District has not retained or dealt with any real estate broker, finder, or agent in connection with the acquisition of the Pepco Parcel.

(f) **Litigation; Judgments.** There are no (i) actions, suits or proceedings pending or, to the best of the District's knowledge, threatened against or affecting the District in any court or before or by any court, arbitrator, or regulatory commission, department or agency or (ii) judgments presently outstanding and unsatisfied against the District, which could reasonably be anticipated to materially adversely affect the District's ability to consummate the transactions contemplated by this Agreement.

(g) **Foreign Person.** The District is not a "foreign person" as defined in Internal Revenue Code Section 1445 and the regulations issued thereunder.

3.3 **Survival.** The representations and warranties set forth in this Article 3 shall survive Closing and shall not be merged therein for a period of one (1) year after the Closing Date. After such one-year period, any liability for such representations and warranties shall terminate except with respect to any claim made in writing prior to the expiration of such period.

ARTICLE 4 **DUE DILIGENCE**

4.1 Right of Entry.

(a) Prior to Closing, the District and its employees, agents, representatives or contractors (any "**District Representatives**"), shall have the right to enter onto the Pepco Parcel for purposes of conducting such inspections, surveys, studies, tests and/or investigations as the District deems desirable to evaluate the Pepco Parcel (collectively, "**Studies**"). If required by Pepco, any District Representative shall be accompanied by a Pepco Representative during any entry onto the Pepco Parcel. The District shall provide Pepco with reasonable prior notice (in no event less than 24 hours) of its or any District Representative's entry onto the Pepco Parcel for purposes of conducting any Studies. All such Studies shall be conducted at the District's sole risk and expense.

(b) Prior to any entry onto the Pepco Parcel by the District or any District Representative, the District shall provide or shall cause the District Representative performing the Studies to provide Pepco with a certificate of insurance, naming Pepco as an additional insured, evidencing that the District and/or the applicable District Representative maintains insurance in commercially reasonable amounts to protect Pepco against any damage caused by or directly resulting from such entry by the District or applicable District Representative onto the Pepco Parcel for performance of the Studies, other than damage resulting from the mere discovery of any pre-existing conditions on or about the Pepco Parcel. In the event any entry onto the Pepco Parcel causes any material change in the physical or environmental condition of the Pepco Parcel, the District shall promptly restore the Pepco Parcel to substantially the same condition as existed immediately prior to the District's entry thereon (and such obligation shall survive any termination of this Agreement).

(c) Any such Studies shall be conducted in a manner not disruptive to the operation of any activities being undertaken on the Pepco Parcel. Neither the District nor any District Representatives shall conduct any physically invasive Studies such as sampling of soils or drilling of wells without Pepco's prior written consent which shall not be unreasonably withheld.

4.2 Title and Survey.

(a) The District may, at its option, order (i) a commitment for title insurance for the Pepco Parcel, issued by the Title Company ("**Title Commitment**"), and (ii) an ALTA/ACSM land title survey of the Pepco Parcel ("**Survey**"). If obtained, the District shall provide to Pepco a copy of the Title Commitment and Survey within five (5) days following receipt by the District of such Title Commitment and/or Survey.

(b) If prior to Closing, the Survey (if any) or the Title Commitment (if any) shall disclose any matter affecting title to the Pepco Parcel that (i) is not a Permitted Exception, (ii) is not otherwise expressly permitted under this Agreement, and (iii) is objectionable to the District, then the District shall notify Pepco of such matter within five (5) Business Days after obtaining knowledge of such matter (each such matter, an "**Objection**"). Except to the extent that the District so notifies Pepco of any Objection within such five (5) Business Day period, any item reflected in the Title Commitment or the Survey shall be deemed to have been approved by the District and shall be a Permitted Exception for all purposes under this Agreement.

(c) If Pepco elects to cure any Objection pursuant to this Section 4.2, Pepco shall promptly endeavor to cure such Objection. Pepco shall give notice to the District on or before the date that is five (5) Business Days following the date on which the District notified Pepco of its Objections stating whether Pepco agrees to cure any Objection prior to the Closing. If Pepco does not timely give such notice, then Pepco shall be conclusively deemed to have elected not to cure any Objections. Pepco shall endeavor to cure at or before the Closing any Objection that it has agreed to cure in accordance with this Section, provided that Pepco shall have the right to extend the Closing for a period not to exceed thirty (30) days in the aggregate if necessary to effect such cure.

(d) If Pepco elects (or is deemed to elect) not to agree to cure any Objection pursuant to this Section, then the District may either (i) waive such Objection, without any reduction of the Purchase Price, in which event such waived Objection shall become a Permitted Exception for all purposes under this Agreement or (ii) terminate this Agreement by written notice to Pepco, whereupon the Parties shall have no further rights or liabilities under this Agreement other than those that expressly survive the termination of this Agreement. The District shall make the election described in the preceding sentence by written notice to Pepco on or before the date that is five (5) days following the date on which Pepco elects (or is deemed to have elected) not to agree to cure such Objection. In the event the District does not make such election, the District shall be conclusively deemed to have waived all Objections other than those that Pepco has agreed to cure in accordance with this Section 4.2.

4.3 **Due Diligence Materials.** Promptly upon request of the District, prior to the Closing Date, Pepco shall make available to the District copies of any environmental reports,

ALTA surveys and leases relating to the Pepco Parcel that are then held in the possession or control of Pepco (collectively, the “**Diligence Files**”). To the maximum extent permitted by law, the District shall treat all such information so received by it as confidential until Closing. Pepco shall make the Diligence Files available to the District: (i) electronically, (ii) on-site at the Pepco Parcel, or (iii) at Pepco’s office set forth in the notice section below. Any inspection of the Diligence Files shall be during regular business hours and upon reasonable prior notice to Pepco. Pepco makes no representation or warranty with respect to the accuracy or completeness of the Diligence Files provided by Pepco to the District under this Agreement. Pepco’s failure to provide the Diligence Files shall not constitute a default by Pepco under this Agreement.

4.4 **Documents Upon Termination.** Upon the termination of this Agreement for any reason, and upon request of Pepco, the District shall promptly deliver to Pepco (i) the Diligence Files provided to the District pursuant to this Agreement, and (ii) copies of all due diligence materials obtained by, or prepared on behalf of, District Representatives in connection with the Pepco Parcel (without any representation or warranty as to their accuracy). Upon termination of this Agreement, if requested by Pepco, the District shall promptly destroy all memoranda, notes and other writings prepared by District Representatives and containing any information described in the foregoing clause (i).

ARTICLE 5

COVENANTS PRIOR TO CLOSING

5.1 Operation of Parcel.

(a) Prior to Closing, Pepco shall operate the Pepco Parcel in the ordinary course of business, consistent with the practices and procedures in effect as of the Effective Date, except to the extent that this Agreement expressly provides otherwise.

(b) Prior to Closing, Pepco shall not enter into any third-party service contract, lease or license relating to the Pepco Parcel if the same will bind the District after Closing.

(c) At or prior to Closing, Pepco, at its cost, shall terminate all licenses, leases and contracts in so far as they pertain to the Pepco Parcel.

5.2 **Removal of Combustion Turbines.** Prior to Closing, Pepco shall remove or cause to be removed from the Pepco Parcel certain combustion turbines located thereon (“**Turbine Removal**”).

5.3 **Relocation of Duct Bank and Feeders.** Pepco currently owns and operates a duct bank, known as the western distribution duct bank, and related feeders (collectively, the “**Duct Bank Improvements**”), all of which Duct Bank Improvements are located under First Street between T and R Streets, SW. To facilitate the District’s plans for the Pepco Parcel and other properties adjacent thereto, Pepco shall relocate the Duct Bank Improvements from their current location under First Street, SW between T and R Streets, SW to another area under such portion of First Street, SW (“**Duct Bank Relocation**”) following D.C. Council Approval. To facilitate the Duct Bank Relocation, Pepco will commence the design and civil engineering work for the Duct Bank Relocation prior to D.C. Council Approval; provided, however, construction

work on the Duct Bank Relocation shall not commence prior to D.C. Council Approval. The Parties have established a preliminary cost estimate for the Duct Bank Relocation of Four Million Dollars (\$4,000,000) (the “**Preliminary Duct Bank Relocation Cost Estimate**”). Both Parties acknowledge and agree that the Preliminary Duct Bank Relocation Cost Estimate is an initial estimate and that it is subject to adjustment. Toward that end, subject to timely receipt of all information to be provided by the District as reasonably requested by Pepco to prepare the Preliminary Duct Bank Relocation Cost Estimate, Pepco shall provide the District with a more detailed cost estimate within sixty (60) days after the Effective Date, and such estimate shall be added to this Agreement by amendment as Exhibit I and shall replace the Preliminary Duct Bank Relocation Cost Estimate (provided that any increase to the Preliminary Duct Bank Relocation Cost Estimate shall be subject to funding being available for such increased amount within the District’s budget for the soccer stadium project). In exchange for Pepco undertaking the Duct Bank Relocation, the District shall (i) pay to Pepco from time to time, within forty- five (45) days of the receipt by the District from Pepco of an invoice, with reasonable documentation of such costs, Pepco’s actual costs and expenses incurred in connection with the Duct Bank Relocation, including, without limitation, soft and hard costs associated with the planning (including, without limitation, engineering costs) and implementation of the Duct Bank Relocation (“**Duct Bank Relocation Costs**”) up to the Duct Bank Relocation Cost Estimate and (ii) grant and convey to Pepco the Duct Bank Relocation Easement (defined below) or, as an interim step until the Duct Bank Relocation Easement can be granted, issue Pepco an appropriate permit that provides temporary authority to occupy and/or work in the area described as the easement area in the Duct Bank Relocation Easement. If the District questions any charge or expense included as part of a Pepco invoice for Duct Bank Relocation Costs, the District shall deliver a written notice (“**Challenge Notice**”) to Pepco within fifteen (15) Business Days of the District’s receipt of the applicable invoice. The Challenge Notice shall identify the amounts and items being questioned and the basis for the District’s questioning the charge or expense. The District shall promptly pay to Pepco all amounts in any invoice that are not the subject of a Challenge Notice. The District and Pepco shall cooperate in good faith and work together to resolve any questions that the District may raise in a Challenge Notice. In the event the Duct Bank Relocation Costs exceed the Duct Bank Relocation Cost Estimate, the District shall in good faith seek to identify funding for and secure any necessary approvals to pay any amounts in excess of the Duct Bank Relocation Cost Estimate.

5.4 **Easement Agreements.**

(a) Subject to Section 5.4(b), at Closing, the District, as grantor, shall execute the following easement agreements, to and for the benefit of Pepco, as grantee (collectively, the “**Easement Agreements**”), conveying certain easements as follows:

(i) An easement agreement generally in the form attached hereto as Exhibit C-1 (the “**Easement Agreement Form**”) granting to Pepco: (A) a perpetual easement in and under S Street SW between First Street and Half Street SW generally as shown on Exhibit E-1 hereto (“**Easement Area 1**”) for the installation, maintenance, use, replacement and removal of certain underground electric transmission and distribution facilities and related utility improvements and the right of ingress and egress to and from Easement Area 1 for such uses; and (B) a perpetual easement in and under a 30 foot wide area along the eastern

border of Lots 804 and 805 in Square 661 generally as shown on Exhibit E-2 (“**Easement Area 2**”) for the installation, maintenance, use, replacement and removal of certain underground electric transmission and distribution facilities and related utility improvements and the right of ingress and egress to and from Easement Area 2 for such uses; and

(ii) An easement agreement generally in the form attached hereto as Exhibit C-2 (the “**First Street Easement Agreement Form**”) granting to Pepco (A) a perpetual easement (the “**Duct Bank Relocation Easement**”) to install, maintain, use, replace and remove the relocated Duct Bank Improvements and related improvements and (B) a perpetual easement for the installation, maintenance, use, replacement and removal of certain underground electric transmission and distribution facilities and related utility improvements, which easements shall be in and under First Street SW between T Street and R Street SW generally as shown on Exhibit E-3 hereto (“**Easement Area 3**”, and together with Easement Area 1 and Easement Area 2, collectively, the “**Easement Areas**”), and which easements shall include the right of ingress and egress to and from Easement Area 3 for such uses.

It is understood and agreed by the Parties that the terms of such Easement Agreements and the areas included within the Easement Areas will impact the design of the proposed soccer stadium and as such DC United will be an active participant in developing and agreeing upon the terms of such Easement Agreements and the areas included within the Easement Areas. The Parties shall use commercially reasonable efforts to develop and agree upon such Easement Agreements and the Easement Areas within sixty (60) days after the Effective Date (unless such date is otherwise extended by the Parties). Once the Easement Agreements and Easement Areas have been agreed upon by the Parties, such agreed upon Easement Agreements and Easement Areas shall be added by amendment to the applicable Exhibit to this Agreement.

(b) In the case of Section 5.4(a)(i) and (a)(ii), if the D.C. Council has not closed the applicable portion of First Street SW, R Street, SW and/or S Street SW at the time of Closing, the District shall, in accordance with then applicable law, issue Pepco an appropriate permit that provides temporary authority to occupy and/or work in the area described in the applicable Easement Areas until the D.C. Council closes the applicable street. Promptly following the D.C. Council’s closure of the applicable street(s), the District shall execute and deliver the Easement Agreements specified in Section 5.4(a)(i) and (a)(ii) to and for the benefit of Pepco.

(c) From and after the Effective Date, the District and Pepco shall cooperate in good faith and work together to modify the Easement Agreement Form, the First Street Easement Agreement Form, and each of Easement Area 1, Easement Area 2 and Easement Area 3 as may be reasonably required to address particular engineering or related matters associated with the planned use of the applicable easement area; provided, however, that nothing in this Section 5.4(c) shall require the District to increase the size or location of Easement Area 2 and any such modifications shall be reasonably acceptable to DC Stadium LLC.

(d) Notwithstanding anything to the contrary herein, if this Agreement is terminated before Closing for any reason other than a Pepco default under Section 9.2 of this Agreement, and Pepco has commenced any design and civil engineering work for the Duct Bank Relocation prior to such termination, then the District shall, upon request therefor from Pepco, pay to Pepco the Duct Bank Relocation Costs incurred by Pepco through the date of the termination in an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00).

(e) The provisions of this Section 5.4 shall survive the termination of this Agreement or Closing, as applicable.

5.5 Subdivision of Square 665, Lot 24. Following the Effective Date, the District shall, with the assistance of Pepco, prepare and file an application with and take any other actions necessary in order to seek the approval of the District of Columbia Department of Consumer & Regulatory Affairs Office of the Surveyor (the “**Surveyor**”) for the subdivision of Square 665, Lot 24 into two separate record lots (“**Subdivision**”), one record lot for that portion of Square 665, Lot 24 to be conveyed to the District at Closing as part of the Pepco Parcel (“**Lot A**”) and the other record lot for that portion of Square 665, Lot 24 for which record title shall remain with Pepco following Closing (“**Lot B**”). Lot A and Lot B shall be generally as shown on Exhibit F hereto. The Subdivision shall be approved by the Surveyor prior to Closing. Pepco agrees to cooperate with the District in connection with the Subdivision. The Parties shall each bear their respective costs and expenses incurred in connection with the Subdivision.

5.6 Notification of Certain Matters. Prior to Closing, Pepco and the District shall give prompt notice to the other of the occurrence, or failure to occur, of any event that causes any of its respective representations or warranties contained in this Agreement to be inaccurate in any material respect.

5.7 Condemnation. In the event any governmental authority should notify Pepco, or Pepco should become aware, of any permanent or temporary actual taking or condemnation of any material portion of the Pepco Parcel, Pepco shall promptly notify the District of the same. In such event, the District shall have the right, at its sole option, (i) to proceed to Closing, in which event any and all proceeds of such taking or condemnation shall be delivered or assigned to the District at Closing, or (ii) to terminate this Agreement, in which event the District and Pepco shall be released from any and all further liabilities or obligations under this Agreement.

ARTICLE 6

CONDITIONS TO CLOSING

6.1 Pepco’s Closing Conditions. The obligation of Pepco to consummate the Closing is subject to the satisfaction, as of Closing, of each of the conditions listed below, any or all of which may be waived in whole or in part by Pepco (in its sole discretion):

(a) Each of the District’s representations and warranties set forth in this Agreement shall be correct in all material respects as of the Closing Date.

(b) The District shall have performed all of its material obligations under this Agreement required at or prior to Closing.

- (c) The Subdivision shall have been approved by the Surveyor.
- (d) Pepco Approval shall have occurred.
- (e) Pepco shall have approved of the Easement Agreements and the Easement Areas.

6.2 Failure of Pepco's Closing Conditions. In the event of a failure of any condition precedent set forth in Section 6.1(a), (b), or (d), Pepco, at its sole election, may either (i) terminate this Agreement by delivering written notice to the District, whereupon this Agreement shall be of no further force or effect (other than those provisions that expressly survive termination of this Agreement), (ii) waive the condition and proceed to Closing, (iii) extend the date for Closing for such additional period of time (not to exceed sixty (60) days in the aggregate) as may be reasonably required to allow such condition to be satisfied, or (iv) if such failure arises from the District's breach of this Agreement, pursue the remedies provided in Section 9.1. In the event of a failure of the condition precedent set forth in Section 6.1(e), Pepco, at its sole discretion, may either (i) waive the condition and proceed to Closing, (ii) extend the date for Closing until such time as the condition has been satisfied, or (iii) if the condition has not been satisfied by December 1, 2017, terminate this Agreement by delivering thirty (30) days advance written notice to the District, whereupon this Agreement shall be of no further force or effect (other than those provisions that expressly survive termination of this Agreement). Subject to Section 7.1(a) herein, in the event of a failure of the condition precedent set forth in Section 6.1(c), the date for Closing shall be extended for such additional period of time as may be reasonably required to allow the Subdivision to be approved.

6.3 District's Closing Conditions. The obligation of the District to consummate the Closing under this Agreement is subject to the satisfaction, as of Closing, of each of the following conditions, any or all of which may be waived in whole or in part by the District (in its sole discretion):

- (a) Each of Pepco's representations and warranties set forth in this Agreement shall be correct in all material respects as of the Closing Date.
- (b) Pepco shall have performed all of its material obligations under this Agreement required at or prior to Closing.
- (c) Title to the Pepco Parcel shall be good and marketable fee simple title, subject only to the Permitted Exceptions, and the Title Company shall be prepared to issue to the District, at regular rates, an owner's policy of title insurance, free and clear of all encumbrances other than the Permitted Exceptions.
- (d) The Subdivision shall have been approved by the Surveyor and the Turbine Removal shall have been completed.

6.4 Failure of District's Closing Condition. In the event of a failure of any condition precedent set forth in Section 6.3 other than the Subdivision in Section 6.3(d), the District, at its sole election, may either (i) terminate this Agreement by delivering written notice to Pepco, whereupon this Agreement shall be of no further force or effect (other than those

provisions that expressly survive termination of this Agreement), (ii) waive the condition and proceed to Closing, (iii) extend the date for Closing for such additional period of time (not to exceed sixty (60) days in the aggregate) as may be reasonably required to allow such condition to be satisfied, or (iv) if such failure arises from Pepco's breach of this Agreement, pursue the remedies provided in Section 9.2. Subject to Section 7.1(a) herein, in the event of a failure of the Subdivision condition precedent set forth in Section 6.3(d), the date for Closing shall be extended for such additional period of time as may be reasonably required to allow the Subdivision to be approved.

ARTICLE 7 **CLOSING**

7.1 Council Approval; Closing Date.

(a) The Parties acknowledge that, pursuant to the *District of Columbia Soccer Stadium Development Act of 2014*, DC Law 20-233 (effective March 11, 2015), as amended, D.C. Council Approval is required pursuant to Section 1-204.51 of the District of Columbia Official Code. If D.C. Council Approval has not occurred on or before December 31, 2015, either party may terminate this Agreement at any time prior to D.C. Council Approval by written notice to the other party, whereupon the Parties shall have no further rights or liabilities under this Agreement other than those that expressly survive the termination of this Agreement.

(b) Closing shall occur on the date that is thirty (30) days after the effective date of D.C. Council Approval, unless the Parties mutually agree to a different date or the scheduled Closing Date is extended in accordance with this Agreement. Notwithstanding the foregoing, Closing shall not occur at any time prior to September 30, 2015.

7.2 Closing. Closing shall take place in the office of the Title Company. The District and Pepco shall cooperate to effect Closing through an escrow with the Title Company.

7.3 Pepco's Closing Deliveries. On or before the Closing Date, Pepco shall deliver to the Title Company the following (executed where applicable and, if appropriate, notarized):

(a) a special warranty deed transferring the Pepco Parcel to the District (or its designee) in the form attached hereto as Exhibit B ("**Deed**");

(b) one or more Combined Real Property Deed Recordation Tax and Real Property Transfer Tax Returns (Form FP-7);

(c) a certificate, duly executed by Pepco, confirming that its representations and warranties set forth in Section 3.1 of this Agreement remain correct in all material respects as if made on and as of the Closing Date (or noting any exceptions);

(d) an owner's title affidavit (including language customarily included within title affidavits for commercial properties in the District of Columbia) in a form reasonably acceptable to the Title Company;

Parcel;

- (e) evidence of termination of all leases and contracts affecting the Pepco

- (f) a settlement statement in accordance with the requirements of this Agreement and otherwise reasonably acceptable to Pepco and the District (“**Settlement Statement**”);

- (g) the Easement Agreements duly executed by Pepco;

- (h) such evidence of the power and authority of Pepco to consummate the transactions described in this Agreement as may be reasonably required by the District or the Title Company;

- (i) a FIRPTA Affidavit, duly executed by Pepco, in the form required by the Internal Revenue Code, providing that Pepco is not a “foreign person” within the meaning of Section 1445 of the Code;

- (j) a Closing instruction letter reasonably acceptable to Pepco and the District; and

- (k) such additional documents as may be reasonably necessary or customary to consummate the transactions contemplated by this Agreement.

7.4 **District’s Closing Deliveries.** On or before the Closing Date, the District shall deliver to the Title Company the following (executed where applicable and, if appropriate, notarized):

- (a) the Purchase Price and the Turbine Removal Payment;

- (b) one or more Combined Real Property Deed Recordation Tax and Real Property Transfer Tax Returns (Form FP-7);

- (c) a certificate, duly executed by the District, confirming that its representations and warranties set forth in Section 3.2 of this Agreement remain correct in all material respects as if made on and as of the Closing Date (or noting any exceptions);

- (d) the Easement Agreements duly executed by the District;

- (e) the Settlement Statement;

- (f) such evidence of the power and authority of the District to consummate the transactions described in this Agreement as may be reasonably required by Pepco or the Title Company; and

- (g) such additional documents as may be reasonably necessary or customary to consummate the transactions contemplated by this Agreement.

7.5 **Closing Costs.** Pepco shall pay the fees and expenses of Pepco's counsel and the District of Columbia Transfer Tax in connection with delivery of the Deed. The District shall pay (i) all costs of its due diligence with respect to the Pepco Parcel, (ii) the District of Columbia Recordation Tax in connection with recordation of the Deed, (iii) the cost of any Survey and Title Commitment obtained by the District with respect to the Pepco Parcel, and (iv) the fees and expenses of the District's counsel. All other costs and expenses incident to the transactions contemplated hereby and the Closing hereof shall be paid by Pepco and the District in a manner consistent with custom for similar transactions in the District of Columbia.

7.6 **Pro-rations.** All real and personal property taxes, assessments and all other public or governmental charges (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date), business improvement district taxes, utility charges (if any), and any other items customarily adjusted shall be apportioned with respect to the Pepco Parcel between the Parties as of 12:01 a.m. on the Closing Date.

ARTICLE 8

POST-CLOSING COVENANTS

8.1 **Duct Bank Relocation.** Pepco shall use commercially reasonable best efforts to complete the Duct Bank Relocation on or before September 30, 2016 (the "**Milestone Date**"). It is understood and agreed, however, that Pepco's obligation under this Section 8.1 is a commercially reasonable efforts goal and the District hereby releases Pepco from any and all liability resulting from Pepco's failure to achieve the Milestone Date, including, but not limited to, claims asserted by DC United against the District for damages for late delivery of the soccer stadium site, increased costs (whether incurred by the District or DC United) for construction acceleration, or lost profits or tax revenue incurred by DC United or the District. The District shall pay Pepco for post-Closing Duct Bank Relocation Costs in accordance with Section 5.3 hereof. For the avoidance of doubt, it is understood and agreed that the term "commercially reasonable best efforts" shall not require Pepco to (i) undertake any action that would jeopardize the integrity of the electric transmission or distribution system; or (ii) expend amounts to accelerate or otherwise expedite the design and construction process that are significantly disproportionate to the benefits achieved by such expenditures.

8.2 Both Parties acknowledge and agree that the Milestone Date is aggressive and will require Pepco to perform the Duct Bank Relocation Work more quickly than such work would otherwise normally be performed. In furtherance of this understanding, the Parties agree to:

(a) work together cooperatively and in good faith to expedite the design and construction of the project so as to achieve the Milestone Date; and

(b) establish a project coordination team (the "**Project Coordination Team**") that will meet at least every other week at a standing time until such time as the Duct Bank Relocation is complete. Both the District and Pepco shall appoint a senior representative to attend such meetings. Each of the Parties' senior representative shall be reasonably acceptable to the other Party and shall be duly authorized by such Party to make day-to-day decisions affecting

the Duct Bank Relocation and to approve financial commitments up to at least One Hundred Thousand Dollars (\$100,000).

ARTICLE 9 **DEFAULT**

9.1 **District's Default.** If the District defaults in any of its obligations under this Agreement at or prior to Closing, or if any condition to Closing set forth in Section 6.1 is not satisfied, and if such default is not cured or condition is not satisfied within thirty (30) days after Pepco has given the District notice of the same (such event, a "**District Default**"), then Pepco, as its sole and exclusive remedies, may elect any one of the following remedies:

(a) Pepco may terminate this Agreement by written notice to the District, whereupon this Agreement shall be of no further force or effect (other than those provisions that expressly survive termination of this Agreement); or

(b) Pepco may pursue the remedy of specific performance against the District.

9.2 **Pepco's Default.** If Pepco defaults in any of its obligations under this Agreement at or prior to Closing, or if any condition to Closing set forth in Section 6.3 is not satisfied, and if such default is not cured or condition is not satisfied within thirty (30) days after the District has given Pepco notice of the same (such event, a "**Pepco Default**"), then the District, as its sole and exclusive remedies, may elect any one of the following remedies:

(a) The District may terminate this Agreement by written notice to Pepco, whereupon this Agreement shall be of no further force or effect (other than those provisions that expressly survive termination of this Agreement); or

(b) The District may pursue the remedy of specific performance against Pepco.

9.3 **Waiver of Damages.** Pepco and the District each expressly waives any right to recover damages (whether actual, consequential, punitive or other) from the other as a result of any default on the part of the other under this Agreement.

ARTICLE 10 **MISCELLANEOUS**

10.1 **Modifications and Waivers.** No modification or amendment to this Agreement, or waiver of any provision of this Agreement, shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, amendment or waiver is sought. This Agreement contains the entire agreement between the Parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

10.2 **Successors and Assigns.** All terms of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the Parties hereto and their respective legal

representatives, successors, and assigns. The District may not assign this Agreement without the prior approval of Pepco.

10.3 **Governing Law.** This Agreement is intended to be performed in the District of Columbia and shall be construed and enforced in accordance with the laws of the District of Columbia (without regard to conflicts of laws principles).

10.4 **Jurisdiction.** For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the Parties hereby irrevocably consent and submit to the jurisdiction and venue of the courts of the District of Columbia. ALL PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered (i) personally by hand delivery on the date delivered, (ii) by recognized air or overnight courier on the next Business Day after delivered to such overnight courier, (iii) by registered or certified mail, return receipt requested, and postage prepaid, five (5) Business Days after delivered to the post office or (iv) by email, on the date delivered provided delivery must also be given as a copy in accordance with clause (i), (ii) or (iii) above. In each case, delivery shall be to each party at its address set forth below, or at such other address as such party may specify from time to time by written notice to the other party:

If to the District:

Jonathan Kayne
Interim Director
Department of General Services
2000 Fourteenth Street, NW
8th Floor
Washington, D.C. 20004
Email: Jonathan.Kayne@dc.gov
Phone: (202) 727-2800
Fax: (202) 727-7283

with a copy to:

Deputy Mayor for Planning and Economic Development
1350 Pennsylvania Avenue, N.W.
Suite 317
Washington, D.C. 20004
Attn: Deputy Mayor for Planning and Economic Development
Email: brian.kenner@dc.gov
Phone: 202/727-6365
Fax: 202/727-6703

with a copy to:

Susan C. Longstreet, Esquire
General Counsel
Office of the Deputy Mayor for Planning and Economic Development
John A. Wilson Building
1350 Pennsylvania Avenue, NW
Suite 317
Washington, D.C. 20004
Email: susan.longstreet@dc.gov
Phone: 202/741-5085
Fax: 202/727-6703

If to Pepco:

Potomac Electric Power Company
701 Ninth Street, NW
Washington, D.C. 20068
Attn: Vernon D. Gibson
Email: vdgibson@pepco.com
Phone: 202/872-2554
Fax: 202/872-3579

and

Potomac Electric Power Company
701 Ninth Street, NW
Washington, D.C. 20068
Attn: Nanette M. Paris, Esq.
Email: nmparis@pepcoholdings.com
Phone: 202/872-3032
Fax: 202/872-3281

with a copy to:

Arnold & Porter LLP
555 12th Street NW
Washington, DC 20004
Attn: Amy B. Rifkind, Esq.
Email: Amy.Rifkind@aporter.com
Phone: (202) 942-6137
Fax: (202) 942-5999

10.6 Exhibits; Recitals. All exhibits and schedules referred to herein and attached hereto are incorporated by reference into this Agreement. The Recitals of this Agreement are incorporated herein by this reference and made a substantive part of this Agreement between the Parties.

10.7 Severability. If any provision of this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

10.8 Construction. Each party hereto and its counsel has reviewed and revised (or requested revisions of) this Agreement, and the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be applicable in the construction and interpretation of this Agreement.

10.9 Time Periods; Time of the Essence. Any time period hereunder that expires on, or any date hereunder that occurs on, a day that is not a Business Day shall be deemed to be postponed to the next Business Day. Time is of the essence with respect to this Agreement.

10.10 Captions. The captions of this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any term hereof.

10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Execution and subsequent delivery of this Agreement by facsimile or electronic mail shall be sufficient for all purposes and shall be binding on any Party who so executes and delivers.

10.12 Underground Storage Tank Disclosure. In accordance with the requirements of the D.C. Underground Storage Tank Management Act of 1990, as amended (D.C. Code § 8-113.01 *et seq.*) (the “UST Act”) and the applicable D.C. Underground Storage Tank Regulations, 20 DCMR Chapter 56 (the “UST Regulations”), Pepco hereby informs the District, with regard to the Pepco Parcel, that other than as set forth on Exhibit D attached hereto, it has no knowledge of the existence or removal during its ownership of the Pepco Parcel of any “underground storage tanks” as that term is defined in the UST Act. Information pertaining to underground storage tanks and underground storage tank removals of which the D.C. Government has received notification is on file with the D.C. Department of the Environment, Underground Storage Tank Branch, 51 N Street, N.E., Third Floor, Washington, D.C., telephone (202) 535-2525.

10.13 Soil Disclosure. The District is hereby advised that the characteristic of the soil of the Pepco Parcel may be obtained from the Soil Conservation Service of the United States Department of Agriculture in Urban Land. For further information, the District may contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the United States Department of Agriculture.

10.14 No Recordation. Neither this Agreement nor any memorandum or notice hereof shall be recorded in the Land Records.

10.15 No Individual Liability. No officer, employee, director, member or other natural person of Pepco or the District shall be personally liable to the other party, or any successor in interest, in the event of any default or breach by Pepco or the District or for any amount that may become due to the other party, or any successor in interest, or on any obligations under the terms of this Agreement or in any manner arising herefrom.

10.16 Anti-Deficiency Limitations.

(a) The obligations of the District to fulfill financial obligations pursuant to this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein (to which the District is a party), are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349–1351, 1511–1519 (2004), and D.C. Official Code §§ 1–206.03(e) (2006 Supp.) and 47–105 (2001) (2006 Repl.); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47–355.01 to .08 (2006 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1–204.46 (2006 Supp.).

(b) The District agrees to exercise all lawful authority available to it to satisfy any financial obligations of the District that may arise under this Agreement. While this Agreement remains in effect, the Mayor of the District of Columbia or other appropriate officials shall, for each fiscal period, include in the budget application submitted to the D.C. Council the amount necessary to fund the District’s known potential financial obligations under this Agreement for such fiscal period. In the event that a request for such appropriations is excluded from the budget approved by the D.C. Council and submitted to the United States Congress by the President for the applicable fiscal year or if no appropriation is made by the United States Congress to pay such financial obligations for any period after the fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available, neither the District will be liable to make any payment under this Agreement upon the expiration of any then-existing appropriation and the District shall promptly notify Pepco of the same.


(c) This Agreement shall not constitute an indebtedness of the District nor shall it constitute an obligation for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. No District of Columbia official or employee is authorized to obligate or expend any amount under this Agreement unless such amount has been appropriated by applicable legislation and is lawfully available.

[signatures on following pages]

IN WITNESS WHEREOF, the District and Pepco have executed this Agreement as of the Effective Date.

DISTRICT:

DISTRICT OF COLUMBIA, by and through the Department of General Services

By: 
Name: JONATHAN KAYNE
Title: INTERIM DIRECTOR

Approved for Legal Sufficiency:
Office of the General Counsel for
Deputy Mayor for Planning and Economic Development

By: 
Susan C. Longstreet, Esquire
General Counsel

PEPCO:

POTOMAC ELECTRIC POWER COMPANY


By:
Name: Joseph M. Rigby
Title: Chairman, President & Chief Executive Officer

List of Exhibits:

- Exhibit A: Pepco Parcel
- Exhibit B: Deed
- Exhibit C-1: Easement Agreement Form (Easement Areas 1 and 2)
- Exhibit C-2: First Street Easement Agreement Form (Easement Area 3)
- Exhibit D: UST Disclosures
- Exhibit E-1: Easement Area 1
- Exhibit E-2: Easement Area 2
- Exhibit E-3: Easement Area 3
- Exhibit F: Proposed Lots A and B
- Exhibit G: Listing of Leases as of the Effective Date
- Exhibit H: Listing of Contracts as of the Effective Date
- Exhibit I: Duct Bank Relocation Cost Estimate

Exhibit A

Pepco Parcel

(see attached)

EXHIBIT A

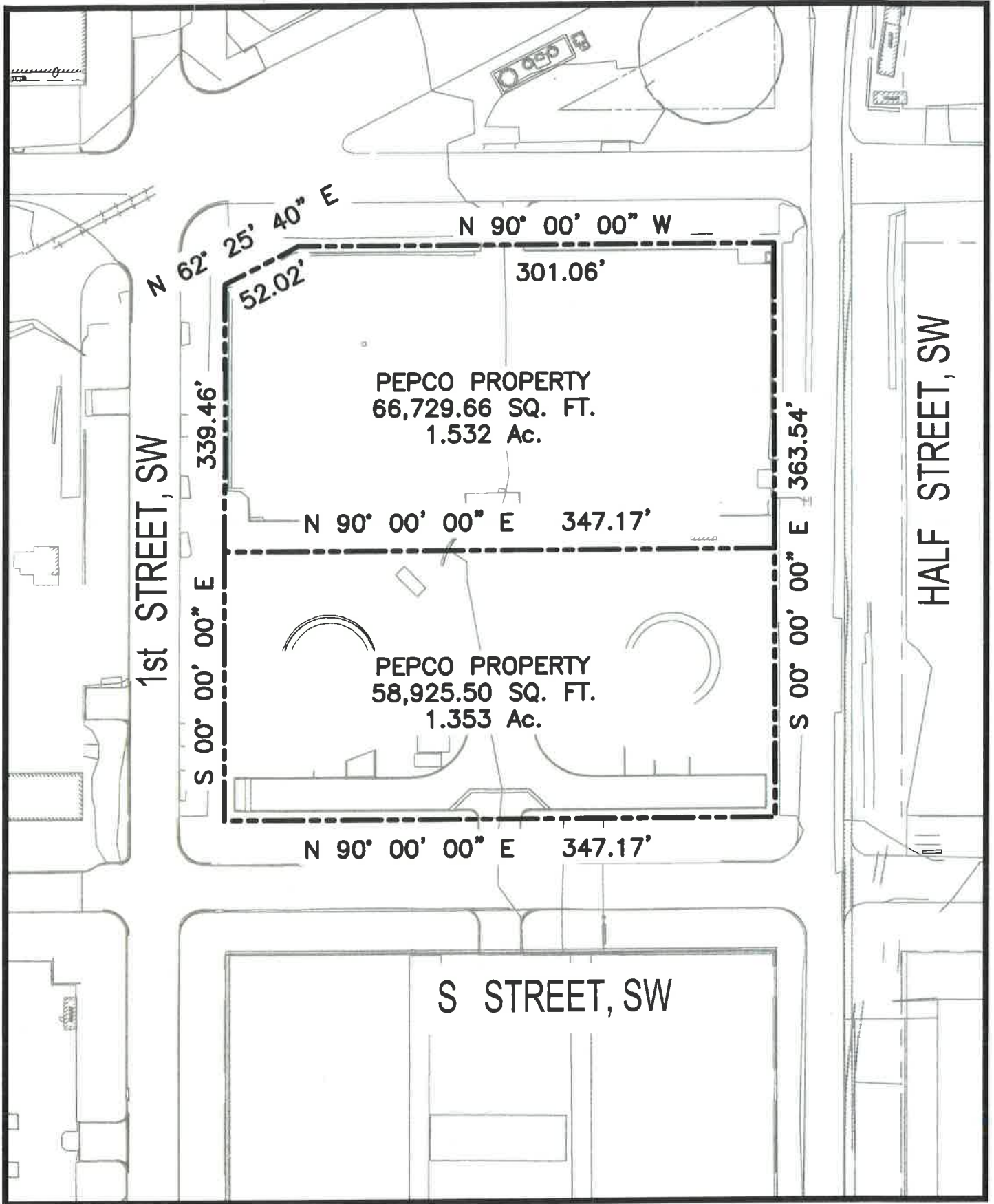
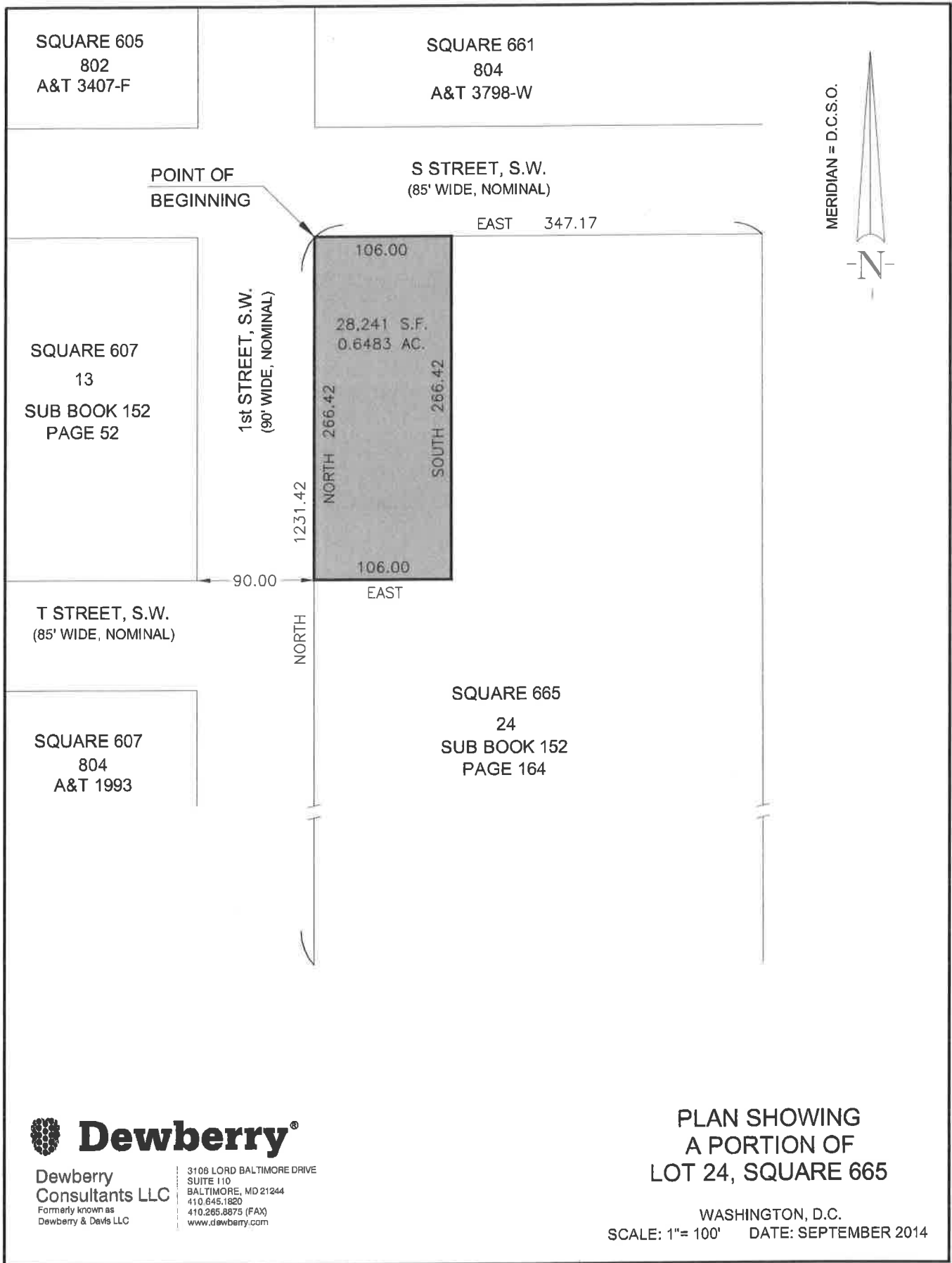


EXHIBIT A



Dewberry
Consultants LLC
Formerly known as
Dewberry & Davis LLC

3106 LORD BALTIMORE DRIVE
SUITE 110
BALTIMORE, MD 21244
410.645.1820
410.265.8875 (FAX)
www.dewberry.com

PLAN SHOWING
A PORTION OF
LOT 24, SQUARE 665

WASHINGTON, D.C.
SCALE: 1"= 100' DATE: SEPTEMBER 2014

EXHIBIT A

**DESCRIPTION OF
A PORTION OF LOT 24, SQUARE 665
WASHINGTON, D.C.
(PER RECORD DIMENSIONS)**

BEING a strip, or parcel of land located in, through, over and across a portion of Lot 24, Square 665 as per plat of subdivision by Potomac Electric Power Company dated October 24, 1967 and recorded on October 30, 1967 in Subdivision Book 152 at Page 164 among the records of the Office of the Surveyor for the District of Columbia and more particularly described as follows:

BEGINNING at a point located at the intersection of the east line of 1st Street, S.W. (90' wide, nominal) and the south line of S Street, S.W. (85' wide, nominal), said point also located at the northwest corner of Lot 24, Square 665 as shown on the previously mentioned plat recorded in Subdivision Book 152 at Page 164 among the records of the Office of the Surveyor for the District of Columbia and running thence with and along the south line of S Street, S.W. and a portion of the north line of Lot 24

- 1) East, 106.00 feet to a point, thence running over, across and through Lot 24 by two lines of division now made
- 2) South, 266.42 feet to a point, thence
- 3) West, 106.00 feet to a point on the west, or North, 1231.42 feet line Lot 24, said point located at the intersection of the extension of the north line of T Street, S.W. (85' wide, nominal) and the previously mentioned east line of 1st Street, S.W., thence with and along the east line of 1st Street, S.W.
- 4) North, 266.42 feet to the point of beginning, containing 28,241 square feet or 0.6483 acres of land by computation.

Exhibit B

Special Warranty Deed

THIS DEED, made as of the ___ day of _____, _____, by and between (i) Potomac Electric Power Company, a District of Columbia and Virginia corporation (the “**GRANTOR**”), having a mailing address of 701 Ninth Street NW, Washington, DC 20068, and (ii) **THE DISTRICT OF COLUMBIA**, a municipal corporation (“**GRANTEE**”), having a mailing address in care of the Department of General Services, 2000 Fourteenth Street, N.W., 8th Floor, Washington, D.C. 20004.

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee and its successors and assigns, in fee simple, all of the right, title and interest of the Grantor in, to and under that lot or parcel of land, together with the improvements thereon, and all rights, privileges and appurtenances to the same belonging, situate, lying and being in the District of Columbia, described as follows (the “**Property**”), to wit:

See attached Exhibit A

SUBJECT to all easements, covenants and restrictions properly of record against title to the Property and in effect as of the date first above written.

TO HAVE AND TO HOLD the same unto and for the use of the Grantee, its successors and assigns, in fee simple, forever;

AND said Grantor covenants that it has the right to convey to Grantee the Property, that it will warrant specially said Property, and that it will execute such further assurances of said Property as may be required.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed as of the date first set forth above by its duly authorized officer and to be delivered by same as the deed and act of the Grantor.

GRANTOR:

POTOMAC ELECTRIC POWER COMPANY

By: _____
Name: _____
Title: _____

STATE _____)
)
COUNTY _____) ss:
)

I, _____, a Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, the duly appointed authorized officer for the Grantor, who is personally well known to me (or satisfactorily proven to me) to be the person who executed the foregoing and annexed Special Warranty Deed bearing date as of the __ day of _____, _____ personally appeared before me in said jurisdiction and acknowledged the same to be his free act and deed.

Given under my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

After recording, please return to:

[District OAG]

EXHIBIT A

Legal Description

To be provided prior to closing.

Exhibit C-1

Easement Agreement Form (Easement Area 1 and 2)

[To be added in accordance with Section 5.4]

Exhibit C-2

First Street Easement Agreement Form (Easement Area 3)

[To be added in accordance with Section 5.4]

Exhibit D
UST Disclosures
(see attached)

To be finalized prior to closing

Exhibit E-1

Easement Area 1

[To be added in accordance with Section 5.4]

Exhibit E-2

Easement Area 2

[To be added in accordance with Section 5.4]

Exhibit E-3

Easement Area 3

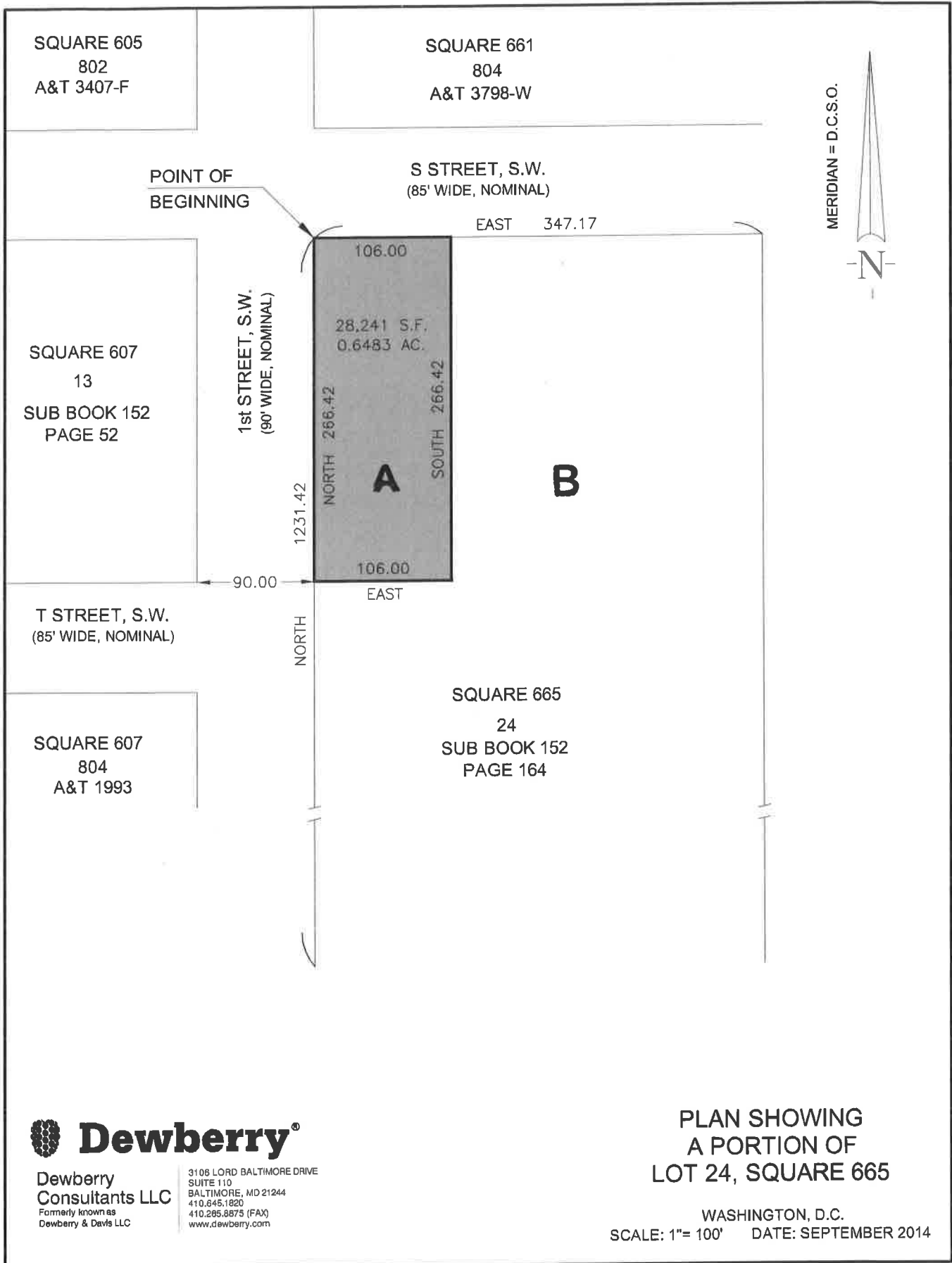
[To be added in accordance with Section 5.4]

Exhibit F

Plat Showing Proposed Lots A and B

(see attached)

EXHIBIT F



Dewberry
Consultants LLC
Formerly known as
Dewberry & Davis LLC

3108 LORD BALTIMORE DRIVE
SUITE 110
BALTIMORE, MD 21244
410.645.1820
410.285.8875 (FAX)
www.dewberry.com

PLAN SHOWING
A PORTION OF
LOT 24, SQUARE 665

WASHINGTON, D.C.
SCALE: 1" = 100' DATE: SEPTEMBER 2014

EXHIBIT F

**DESCRIPTION OF LOT A
A PORTION OF LOT 24, SQUARE 665
WASHINGTON, D.C.
(PER RECORD DIMENSIONS)**

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- 1) East, 106.00 feet to a point, thence running over, across and through Lot 24 by two lines of division now made
- 2) South, 266.42 feet to a point, thence
- 3) West, 106.00 feet to a point on the west, or North, 1231.42 feet line Lot 24, said point located at the intersection of the extension of the north line of T Street, S.W. (85' wide, nominal) and the previously mentioned east line of 1st Street, S.W., thence with and along the east line of 1st Street, S.W.
- 4) North, 266.42 feet to the point of beginning, containing 28,241 square feet or 0.6483 acres of land by computation.

Exhibit G

Listing of Leases as of the Effective Date

None

Exhibit H

Listing of Contracts as of the Effective Date

None

Exhibit I

Duct Bank Relocation Cost Estimate

[To be added in accordance with Section 5.3]