AMENDED EASEMENT AGREEMENT

THIS AMENDED EASEMENT AGREEMENT (the "Easement") is made on this ____ day of _____, 2018 by and between the Board of County Commissioners of Calvert County. Maryland ("Grantor"), whose address is 175 Main Street, Prince Frederick, MD 20678 and Maryland Broadband Cooperative, Inc., a Maryland non-stock consumer cooperative corporation ("Grantee"), whose address is 212 W. Main St., Suite 307, Salisbury, MD 21801.

Grantor is the owner of certain real estate located at Cove Point Lighthouse property in the First Election District of Calvert County, Maryland, as more particularly described on Exhibit A attached hereto (the "Property"). Grantee has requested that Grantor grant and convey certain easements as further described herein to Grantee for the construction and operation of certain telecommunications facilities by Grantee and the Grantor did grant that easement on June 24, 2011 (the "Easement Agreement").

Grantor now desires to amend that Easement Agreement to also allow above-ground improvements depicted within Exhibit B hereto, incorporated herein by reference.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00), the requirements for above-ground improvements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby sell, grant and convey to Grantee, its successors and assigns, in addition to those rights granted by the Easement Agreement, a permanent easement for above-ground improvements depicted within Exhibit B hereto (collectively, the "Facilities") under the Property. In addition, Grantee shall be permitted to install a 10 foot by 10 foot manhole. All other facilities shall be located below grade so as not to be visible.

The term for the permanent easement shall be for a period of ninety nine (99) years from the date hereof ("Initial Term") and may be extended for an additional (50) years at the option of Grantee, its successors or assigns, by written notice to Grantor, its successors or assigns, prior to the expiration of the Initial Term.

Grantee shall construct the Facilities at its sole expense in accordance with applicable laws, regulations, ordinances, resolutions and safety codes, and shall promptly repair any damage to the Property resulting from such construction. The Facilities shall be maintained in good repair and appearance and repaired at the sole expense of Grantee and shall remain the property of Grantee. All above-ground improvements shall be: screened with vegetation to the maximum extent practicable; consistent with the character, design and color scheme of the Grantor's other improvements upon the Property; new when installed; and maintained in good condition in accordance with all applicable laws, ordinances, resolutions, regulations and policies at Grantees sole cost and expense. Grantee shall have the right to make changes, alterations or substitutions of the Facilities, as Grantee may from time-to-time reasonably deem advisable, provided that such changes, alterations or substitutions meet the requirements of this Amended Easement Agreement and do not unreasonably interfere with Grantor's improvements or use of the Property.

The Easement granted hereunder includes the right of Grantee to access the Easement Area as needed for exercise its rights hereunder with respect to the Facilities. Except for emergency

work, Grantee's access to the Property shall be limited to normal business hours. Grantee's rights of ingress and egress shall not unreasonably interfere with Grantor's improvements or Grantor's or Grantor's invitees, licensees or guest's use of the Property.

Grantee agrees to indemnify and hold harmless Grantor from, for and against any loss, damage, liability, deficiency or claim (including reasonable attorneys' fees) in connection with any injuries to any person or damage to any property directly resulting from Grantee's construction, installation, use, operation, inspection, repair, maintenance, renewal, replacement, or removal of the Facilities.

Grantor represents, warrants, covenants and agrees that Grantor is the lawful owner of the Property, has good, right and lawful authority to execute and deliver this Easement and that Grantor and its successors and assigns shall warrant and defend the same and will indemnify and hold harmless Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to the rights of Grantee and its successors and assigns under this Easement.

Grantor and Grantee covenant and agree, for themselves and their respective successors and assigns, to execute such other documents, and take such further actions, as may be reasonably requested by the other in order to carry out the provisions of this Easement, including without limitation, in the event the applicable local recorder's office shall refuse or otherwise fail to record this instrument, the execution of another instrument granting the easement herein described in form acceptable for recording.

The cash consideration set forth above is paid by Grantee and accepted by Grantor as full and total payment for the rights set forth herein. All provisions of this Easement, including the benefits and burdens, shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, personal representatives, lessees, permittees and licensees, and such provisions shall be deemed to be enforceable equitable servitudes running with the land and shall bind any person having at any time any interest or estate in the Easement Area as though such provisions were recited and stipulated in full in each and every deed of conveyance, license or lease thereof or occupancy agreement pertaining thereto.

Except for Grantee's transfer, assignment, lease, permit and or license of the rights granted herein and except for any transfer, assignment, lease, permit and or license of such rights by operation of law or court order, upon dissolution of Grantee under the laws of the State of Maryland, all of Grantee's rights set forth herein shall cease and be of no force and effect.

This Easement shall be construed in accordance with, and governed by, the laws of the State of Maryland without regard to principles of conflicts of laws. This Easement constitutes the entire understanding and agreement between Grantor and Grantee, and there are no oral agreements or representations of any kind between Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor's duly authorized representative has executed this Easement Agreement as of the date first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND

_____
Maureen L. Frederick, Clerk

By:_____
Evan K Slaughenhoupt, President

STATE OF MARYLAND
CALVERT COUNTY

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__, personally appeared Tom Hejl, President, Board of County Commissioners of Calvert County, Maryland, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her duly authorized, free act and deed and for the purposes and consideration therein expressed.

_____
Notary Public in and for said State

[SEAL]
My Commission Expires: _____

GRANTEE'S ACCEPTANCE:

By: _____
Name: _____
Title: _____

STATE OF MARYLAND
CITY/COUNTY OF _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__, personally appeared _____, the _____ of MARYLAND BROADBAND COOPERATIVE, INC. a Maryland non-stock consumer cooperative corporation, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed on behalf of the corporation and for the purposes and consideration therein expressed.

_____
Notary Public in and for said State

[SEAL]
My Commission Expires: _____