

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this "License"), made as of the 25th day of September, 2015 (the "Effective Date") by and between **PECO Energy Company**, a Pennsylvania corporation ("Licensor") and **the City of Philadelphia, acting through the Office of the Managing Director** ("Licensee").

### BACKGROUND

- A. Licensee desires to temporarily use Licensor executive parking lot located on 23rd and Market Streets in the City of Philadelphia, Pennsylvania, as more particularly shown outlined in red on the plan attached hereto as Exhibit "A" (the "Premises").
- B. Licensor is willing to permit Licensee so to enter upon and use the Premises upon the terms and conditions of this License.

**NOW, THEREFORE**, in consideration of the covenants, promises and agreements herein contained, and intending to be legally bound, the parties agree as follows:

1. **Permission and Use.** Licensor hereby gives Licensee permission, terminable as herein set forth, to enter upon and use the Premises for the sole purpose of a staging area for the Pope's visit to Philadelphia.
2. **Use of the Premises.** Licensee shall use the Premises in a manner acceptable to and approved by Licensor. Licensee shall have the right to exclude parking by Licensor's employees during the term of this License. Licensee shall not permit the Premises, or any part thereof, to be used except as herein specifically provided.
3. **Licensor's Facilities; Waiver and Release.** Licensee understands and acknowledges that the business of Licensor involves the construction, maintenance, operation and use of structures, fixtures and facilities with appurtenances, now or which may hereafter be erected or installed on, over, under, across and along the Premises and property adjacent thereto which are used or useful in connection with the generation, conversion, transmission or distribution of electricity, gas and communications services. Licensee shall not touch, handle, tamper with or contact, directly or indirectly any of the structures, fixtures and facilities of Licensor. Licensee reserves the right to access the Premises, including the right to access its adjacent substation facilities, at all times.

4. **Indemnification of Licensors; Waiver and Release.** Licensee assumes all risk of loss, injury or damage to personal property and all risk of injury or death to its employees, agents, contractors and invitees (the "Licensee Parties. To the fullest extent permitted by applicable law, Licensee shall at all times hereafter indemnify, defend and save harmless Licensors, its employees, agents, contractors and invitees (the "Licensors Parties"), from and against any and all claims, actions, liability, damages, costs and expenses (including attorney's fees) in connection with loss of life, personal injury, or damage to property caused to any person in or about the Premises (including but not limited to claims for injuries to employees of Licensors, Licensee or their contractors or subcontractors) arising out of the occupancy or use of the Premises by Licensee or occasioned wholly or in part by the act or omission of Licensee or its employees unless attributable to the sole negligence of the Licensors Parties. Nothing herein shall be construed as a waiver of those defenses, immunities, and limitations on damages available to Licensee pursuant to the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. § 8541, et seq., as amended.

5. **Insurance.**

(a) In addition to the indemnifications contained in Section 4, but not in limitation thereof, Licensee agrees to cause its contractors and subcontractors to carry and maintain Commercial General Liability Insurance (with coverage consistent with ISO Form CG 0001 (12/07)) providing bodily injury, property damage and personal/advertising injury coverage with limits not less than Four Million Dollars (\$4,000,000) per occurrence and shall include blanket contractual liability coverage for Licensee's obligations under this License with an insurance company or companies acceptable to Licensors. Licensee shall furnish Licensors with evidence of such insurance in the form of a policy or certificate of insurance. The policy or certificate shall name Licensors, its officers, agents and employees, as additional insured, be primary insurance for all purposes, contain cross-liability provisions, and provide for a waiver of all rights of subrogation against additional insureds.

(b) The policy or certificate shall be forwarded to Licensors prior to commencing any work on the Premises, and contain a provision that Licensors be notified with at least ten (10) days prior notice in the event of cancellation of the insurance.

(c) Insurance coverage provided by Licensee or its contractors or subcontractors under this License shall not include any of the following: any claims made insurance policies; any self-insured retention or deductible amount greater than Two Hundred Fifty Thousand Dollars (\$250,000) unless approved in writing by Licensors; any endorsement limiting coverage available to Licensors which is otherwise required by this License; and any policy or endorsement language that (1) limits the duty to defend Licensors under the policy, (2) permits the recovery of defense costs from any additional insured, or (3) limits the scope of coverage for liability assumed under a contract.

(d) Licensee is self insured against claims to persons or property, subject to the immunities, rights and defenses available to Licensee in accordance with the provisions of the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. § 8541, et seq., as amended.

6. **Compliance with Laws.** Licensee shall comply with all applicable notices, rules, regulations, laws and ordinances, of all governmental and regulatory agencies in its use of the Premises without expense to Licensor.

7. **Liens.** If any lien is filed against the Premises by any contractor of Licensee for work done on the Premises, Licensee shall cause same to be discharged or satisfied within fifteen (15) days of service or upon notice of same, whichever shall be sooner. Licensee shall indemnify, defend and hold harmless Licensor against all costs and expenses (including, without limitation reasonable attorneys' fees) arising out of any such liens. Nothing herein shall be construed as a waiver of those defenses, immunities, and limitations on damages available to Licensee pursuant to the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. § 8541, et seq., as amended.

8. **Maintenance of Premises.** Licensee shall also remove and properly dispose of all trash and other debris, if any, on or which may be on the Premises.

9. **Termination.**

(a) This License commences on the Effective Date and terminates at midnight of September 28, 2015. Upon termination, Licensee shall, without any recourse, vacate the Premises and remove therefrom any property and/or materials belonging to Licensee, leaving the Premises in at least as good a condition as at the time of execution of this License.

(b) If Licensee fails to vacate the Premises and/or fails to remove Licensee's property and/or materials and restore the Premises within the period specified in Paragraphs 9(a), then the title to such property and/or materials may, at Licensor's option, automatically become vested in Licensor without further or additional act or acts on the part of Licensee or Licensor, and Licensor at its option shall have the right to remove and dispose of same and restore the Premises at Licensee's sole cost and expense.

10. **Notices.** All notices given by either party shall be in writing served personally upon the other party; or sent by United States certified mail, return receipt requested or sent by a recognized commercial courier service, addressed to the other party at its address, which the parties agree shall be (in the case of service upon Licensor): PECO ENERGY COMPANY, 2301 Market Street, N3-3, Philadelphia, PA 19103, Attention: Director, Real Estate & Facilities; and (in the case of service upon Licensee): Manager, Real Estate.

If the case of Licensee:

Ryan Abbott  
Logistics Program Manager  
Emergency Management  
City of Philadelphia  
Fire Administration Building  
240 Spring Garden Street  
Philadelphia, Pennsylvania 19123

With a copy to:

Valerie Robinson  
Office of the City Solicitor  
1515 Arch Street, 17<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19102

Jazelle Jones  
Office of the Managing Director, Special Events  
1401 JFK Boulevard, Suite 1430  
Philadelphia, Pennsylvania 19102

11. **Hazardous Material.**

(a) Licensee shall not cause or permit, as a result of any act or omission on the part of Licensee, the placement or presence of any flammable or other forms of explosives, radioactive materials, petroleum and petroleum products, hazardous wastes or toxic substances, or related materials, asbestos or any material containing asbestos, or any other substance or materials as defined by any federal, state or local environmental law, ordinance, rule, or regulation now existing or hereinafter enacted ("Hazardous Materials").

(b) Licensee acknowledges that Licensee has viewed the Premises and during its observation of the Premises it found no physical evidence of Hazardous Materials stored thereon.

(c) If Licensee receives notice from any governmental authority regarding Hazardous Materials on, from or affecting the Premises then Licensee shall immediately notify Licensor.

(d) Licensee hereby agrees to indemnify, defend and hold harmless Licensor from any claim, investigation, litigation, damages, cost and expenses (including, but not limited to, reasonable attorneys' fees) arising out of (i) Licensee's failure to comply with applicable environmental laws; and (ii) any Hazardous Materials in, on or under the Premises arising out of or in any way related to or caused by Licensee or Licensee's activities on the Premises. The obligations and liabilities under this section shall survive the termination of this License and shall be continuing.

12. **Miscellaneous.**

(a) This License shall be deemed and construed to be personal privilege of Licensee only and no assignment or transfer thereof shall be made without the prior written consent of Licensor.

(b) This License shall be binding upon and inure to the benefit of the parties hereto and their permitted heirs, successors and assigns.

(c) The waiver by Licensor of any breach of any covenant, obligation or condition of this License shall not be deemed to be a waiver of any subsequent breach of any covenant, obligation or condition.

(d) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(e) This License constitutes the entire agreement between the parties and may not be amended, altered or modified except by written instrument executed by the parties hereto.

(f) This License may be executed in counterpart copies, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

(g) Licensor shall file a copy of this Agreement with the Pennsylvania Public Utility Commission (the "PUC") promptly after the execution hereof. The effective date of this Agreement shall be the 33rd day after such filing of this Agreement, unless prior to such date the PUC has instituted as permitted under Section 507 of the Pennsylvania Public Utility Law, Title 66. In the event proceedings are instituted, then this Agreement shall become effective only after approval by the PUC.

(h) Licensor acknowledges and agrees to the terms and conditions set forth in Exhibit "B", a copy of which is attached hereto and made a part hereof.

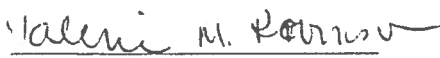
Executed as of the day and year first above written.

PECO ENERGY COMPANY

By:    
Dennis Wilson  
Manager, Real Estate

Approved as to form  
Shelley R. Smith, City Solicitor

CITY OF PHILADELPHIA  
By and through its Office of the Managing Director

Per:   
Senior Attorney 9/1/15

By:  9/1/15

EXHIBIT A

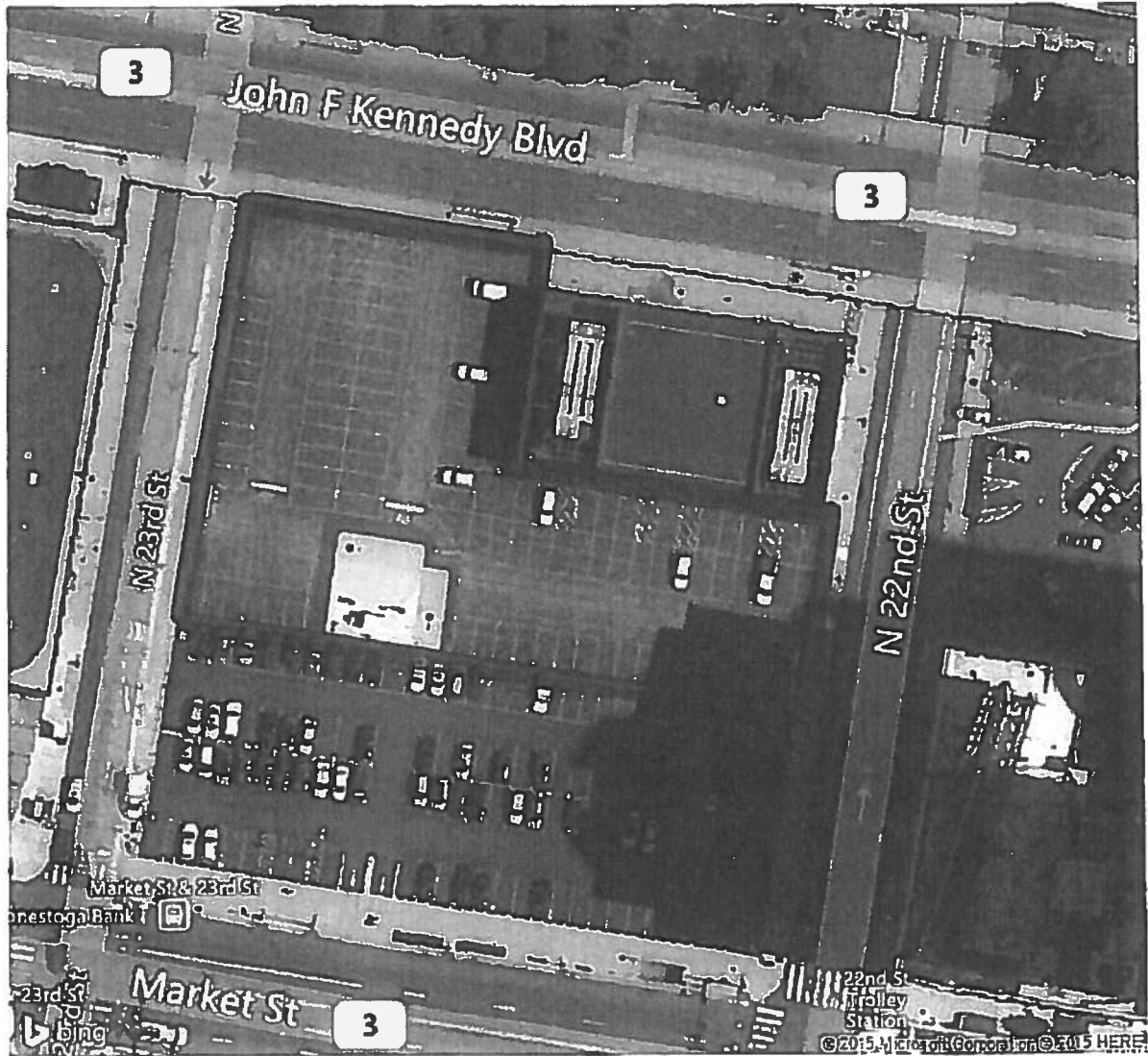


Exhibit "B"

1. Any services rendered and documents prepared by Licensor in conjunction with the Agreement, shall strictly conform with all applicable laws, statutes and ordinances (including, but not limited to, The Fair Practices Ordinance, The Philadelphia Code Chapter 9-1100), and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies, including, without limitation, federal laws regarding individuals with disabilities and limited English proficiency and Section 17-104 of The Philadelphia Code relating to Northern Ireland and Slavery Era Disclosure.
  
2. This Agreement is entered into under the terms of the Philadelphia Home Rule Charter, as it may be amended from time to time, and in performing this Agreement, Licensor shall not discriminate or permit discrimination against any individual because of race, color, religion or national origin. In addition, Licensor shall, in performing its obligations under the Agreement, comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 04-86, as each may be amended from time to time and which, as applicable, prohibit, among other things, discrimination against individuals in employment, housing, and/or services in places of public accommodation because of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap (including, but not limited to, Human Immunodeficiency Virus infection), marital status, presence of children or source of income. Such discrimination shall constitute a substantial breach of this Agreement entitling the City of Philadelphia (the "City") to terminate this Agreement forthwith. This right of termination is in addition to any other rights or remedies provided in this Agreement or otherwise available to the City in law or equity.
  
3. The representations, warranties and covenants below, shall continue throughout the term of this Agreement. In the event said representations, warranties and covenants are or become untrue or inaccurate, Licensor shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.
  - (a) Certification of Nonindebtedness. Licensor and any and all entities controlling Licensor, under common control with Licensor or controlled by Licensor represent that they are not currently indebted to the City, and will not at any time during the term of this Agreement, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Licensor shall remain current during the term of this Agreement under all such agreements and payment plans, and shall inform the City in writing of Licensor's receipt of any notices of delinquent payments under any such agreement or payment plan within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Licensor acknowledges that any breach or failure to conform to this representation, warranty and covenant may, at the option of the City, result in the withholding of payments otherwise due to Licensor under this Agreement or any other agreement with the City under which the City may then owe payment of any kind, and, if such

breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments or the termination of this Agreement for default (in which case Licensor shall be liable for all excess costs and other damages resulting from the termination), or both. In addition, Licensor understands that false certification, representation or warranty by it is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

(b) Commercial Activity License. If Licensor is a "business" as defined in The Philadelphia Code, Section 19-2601, Licensor has and shall maintain during the Term of this Agreement, a valid, current Commercial Activity License, issued by the City's Department of Licenses and Inspections, to do business in the City.

(c) Authority to Act and Good Standing. Licensor has full legal power and authority to execute and deliver this Agreement, and provide the services and materials as set forth herein. Licensor is duly licensed, qualified and in good standing in the Commonwealth of Pennsylvania and in all jurisdictions in which it conducts business activities relating in any way to the performance of the services and delivery of the materials under this Agreement, including, but not limited to, the jurisdiction in which Licensor is organized. Neither Licensor's personnel nor any subcontractor personnel shall be employees of the City.

(e) Executive Order 03-11: Gifts. Pursuant to Executive Order 03-11, no official or employee in the Executive and Administrative Branch of the City shall solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment or loan from any of the following sources:

1. A person seeking to obtain business from, or who has financial relations with the City;
2. A person whose operations or activities are regulated or inspected by any City agency;
3. A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
4. A person seeking legislative or administrative action by the City; or
5. A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.

Licensor understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order, Licensor shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.