

AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE (this "Lease") is made this 1st day of May, 2018, by and between ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter called "Landlord") and PINEY ICE, LLC, a Delaware limited liability company and successor by conversion to PINEY ICE, INC., a Delaware corporation (hereinafter called "Tenant").

RECITALS

WHEREAS, Piney Orchard Master Partnership, a Maryland general partnership, is party to that certain Lease dated as of November 30, 1990, recorded among the Land Records of Anne Arundel County in Liber 5226, Folio 296, by and between Owner as Landlord and Piney Orchard Master Partnership, as Tenant (as modified pursuant to that certain Addendum to Lease on December 5, 1995 and that certain Second Addendum to Lease dated November 2, 2015, the "Original Lease") for certain real property at the corner of Strawberry Lake Way and Piney Orchard Parkway in Odenton, Maryland, more particularly described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "property"); and

WHEREAS, Piney Orchard Master Partnership constructed or had constructed certain improvements on the premises, namely an ice arena (the "improvements"; the property and improvements are collectively referred to as the "premises"); and

WHEREAS, Piney Orchard Master Partnership assigned all of its rights, title and interest in the Original Lease to Piney Orchard Ice Forum, L.L.C. pursuant to a Deed of Lease Assignment dated February 15, 1996 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 7322, Folio 646; and

WHEREAS, the name of Piney Orchard Ice Forum, L.L.C. was changed to SkateNation of Piney Orchard, LLC ("SkateNation") pursuant to a name change Amendment filed with the State Department of Assessments and Taxation in Film F3939, Folio 2832 on May 22, 1997; and

WHEREAS, SkateNation assigned all of its rights, title and leasehold interest in the Original Lease to OR Investment Group, LLC ("OR") pursuant to a Deed of Lease Assignment dated February 28, 2001, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 10262, Folio 630; and

WHEREAS, pursuant to an Assumption and Estoppel Agreement dated October 27, 2015, OR assigned all of its rights, title and leasehold interest in the Original Lease to Piney Ice, Inc., a Delaware corporation.

WHEREAS, on January 4, 2016, Piney Ice, Inc. filed with the Delaware Secretary of State a Certificate of Conversion of Piney Ice, Inc. from a Delaware corporation to Piney Ice, LLC, a Delaware limited liability company.

AGREEMENT

WITNESSETH: That the Landlord for and in consideration of the covenants and agreements herein contained, does hereby lease and demise unto the Tenant all that property situate, lying and being in the Fourth Assessment District of Anne Arundel County, more particularly described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "property"). This Lease amends and restates in its entirety the Original Lease.

Landlord and Tenant do hereby covenant to each other, their successors, legal representatives and assigns, as follows:

1. Term

Tenant shall have and hold the demised premises and property with all rights, privileges and appurtenances thereto belonging or in anywise appertaining on and during the period commencing upon the date hereof and ending on November 29, 2070. Upon the expiration of the term, the improvements constructed on the property shall be deemed to be the property of the Landlord; provided, that Landlord shall be required to pay Tenant a sum equal to the fair market value of any improvements constructed on the property after the date hereof concurrent with such transfer of improvements to Landlord. The Tenant shall have the right to

extend the term hereof for two (2) additional periods of twenty-three (23) years each. Such extensions shall automatically renew unless the Landlord or Tenant gives six (6) months written notice of their intention to terminate.

2. Rental

Tenant leases the demised premises for the term herein mentioned and does hereby agree to pay Landlord as rental for the said premises, an amount of One Dollar (\$1.00) per year. It is the intention of the parties that the rent payable hereunder shall be net to the Landlord and that all costs, expenses, taxes and obligations of every kind and nature whatsoever relating to the demised premises shall be paid by Tenant, except as otherwise expressly provided herein. All costs, expenses and obligations of any kind which may arise or become due during the term hereof relating to the maintenance or operation of the property and any improvements located thereon, including all construction, alterations, repairs, reconstruction and replacement shall be accomplished at the sole cost of Tenant.

3. Taxes

A. As additional rent, Tenant agrees, commencing upon the date hereof, to pay to the public authorities charged with the collection thereof, promptly as the same become due and payable, all taxes, general and special, assessments and other public charges made upon or assessed against the demised premises and any buildings, structures or improvements now or hereafter located thereon, or arising in respect of the occupancy, use or possession of the demised premises and which are assessed and are or become a lien during the continuance of this Lease. Tenant agrees to exhibit to Landlord, on demand, receipts evidencing payment of all such taxes, assessments or public charges so payable by Tenant.

B. Tenant shall not be required to pay, discharge or remove any tax, assessment, tax lien, forfeiture or other imposition or charge upon or against the leased premises or any part thereof or the improvements at any time situated thereon so long as Tenant shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the tax, assessment, forfeiture, lien or imposition so contested

and to prevent the sale of said premises or any part thereof to satisfy the same. Pending any such legal proceedings, Landlord shall not have the right to pay, remove or discharge the tax, assessment, forfeiture, lien or imposition thereby contested, provided Tenant shall, prior to the date such tax or imposition is due and payable, give such reasonable security as may be demanded by Landlord to insure such payments and prevent any sale or forfeiture or lien, including any penalties and interest charges thereon imposed by law.

C. If Tenant shall default in the payment of any taxes, assessments or public charges above required to be paid by Tenant, or fail to maintain the required security for any part thereof being contested, Landlord shall have the right to pay the same together with any penalties and interest, in which event the amount so paid by Landlord shall be paid as additional rent by Tenant, on demand, together with interest thereon at the rate of twelve percent (12%) per annum from the date of payment by Landlord.

4. Use

The demised premises may be used by the Tenant for ice skating rinks, ice hockey and figure skating training facility, place of public assembly, athletic training and other uses compatible therewith including but not limited to using turf/sport court material on one of the rinks for all purpose sports use.

5. Tenant's Right to Mortgage

Tenant and every successor, assign and sublessee of Tenant is hereby given the right by Landlord, in addition to any other rights herein granted, without Landlord's prior written consent, to mortgage its interests in this Lease or any part or parts thereof, under a leasehold mortgage(s) or deed(s) of trust and to assign its interest under this Lease, or any part or parts hereof, and any subleases, as collateral security for such mortgages upon the condition that all rights acquired under such mortgages shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of Landlord herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the right given so to mortgage such interest in this Lease except as expressly provided herein (all

such mortgages being herein collectively called “Leasehold Mortgages” and the holders thereof being herein collectively referred to as “Leasehold Mortgagees”). If Tenant and/or Tenant’s successors, assigns and sublessees shall mortgage this leasehold, or any part or parts thereof, and if the holders of such Leasehold Mortgages shall, within thirty (30) days of its execution, send to Landlord a true copy thereof together with written notice specifying the name and address of such Leasehold Mortgagees including the name and address of person or party in the State of Maryland who will accept official notice for the said Leasehold Mortgagees, including service of process, and the pertinent recording data with respect to such Leasehold Mortgages, Landlord agrees that, so long as any such Leasehold Mortgages shall remain unsatisfied of record or until written notice of satisfaction is given by the holders thereof to Landlord, the following provisions shall apply:

A. Landlord shall give the Leasehold Mortgagees a copy of any notice or other communication from Landlord to Tenant hereunder at the time of giving such notice or communication to Tenant and notice of any rejection of this Lease by any trustee in bankruptcy of Tenant. Landlord will not exercise any right, power or remedy with respect to any default hereunder, and no notice to Tenant of any such default and no termination of this Lease in connection therewith shall be effective, until Landlord shall have so given to the Leasehold Mortgagees written notice or a copy of its notice to Tenant of such default or any such termination, as the case may be.

B. Landlord shall not exercise any right, power or remedy with respect to any default hereunder until the expiration of any grace period provided in this Lease with respect thereto if:

(i) any Leasehold Mortgagee within such grace period shall give to Landlord written notice that either (a) such default is not susceptible of being corrected and is therefore subject to the terms of subparagraph D of this paragraph 5 or (b) it intends to undertake the correction of such default or to cause the same to be corrected; and

(ii) the Leasehold Mortgagee shall thereafter, in the case of any default referred to in clause (b) of subparagraph (i) above, give Landlord adequate assurances to insure the completion of any required corrections, and prosecute the correction of such default in a reasonably diligent manner, whether by performance on behalf of Tenant of its obligations hereunder, entry on the demised premises, foreclosure, sale or otherwise.

C. Any Leasehold Mortgagee may make any payment or perform any act required hereunder to be made or performed by Tenant with the same effect as if made or performed by Tenant provided that no entry by the Leasehold Mortgagee upon the demised premises for such purpose shall constitute or be deemed to be *an* eviction of Tenant and shall not waive or release Tenant from any obligation or default hereunder (except any obligation or default which shall have been fully performed or corrected by such payment or performance by the Leasehold Mortgagee).

D. Upon any rejection of this Lease by any trustee of the Tenant in any bankruptcy, reorganization, arrangement or similar proceeding, such action shall, without any action or consent by Landlord, Tenant or any Leasehold Mortgagee, be deemed to affect the transfer of Tenant's interest hereunder to such Leasehold Mortgagee or its nominee. Such Leasehold Mortgagee may terminate this Lease upon any such transfer upon giving notice thereof to Landlord no later than ninety (90) days after notice from Landlord of such transfer. If the Leasehold Mortgagee does not elect to terminate this Lease, this Lease shall continue in full force and effect and all prior obligations accruing to the effective date of transfer shall be payable within ninety (90) days after such transfer. Upon any such termination such Leasehold Mortgagee shall have no further obligations hereunder (including any obligations which may have accrued prior to such termination).

E. The parties hereto shall give the Leasehold Mortgagees notice of any condemnation proceedings affecting the demised premises, and such Leasehold Mortgagees shall have the right to intervene and be made a party to any such condemnation proceedings. Except as provided in paragraph 10 hereof, the Tenant's interest in any award or damages for

such taking is hereby set over, transferred and assigned to the Leasehold Mortgagees to the extent that such transfer and assignment is provided for by the terms of any such Leasehold Mortgage.

F. The parties hereby agree that the Leasehold Mortgagees shall be given notice of any arbitration or judicial proceedings by or between them and shall have the right to intervene therein and be made a party to such proceedings and shall receive notice of and a copy of any award or decision made in such proceedings.

G. Landlord agrees that the name of the Leasehold Mortgagees may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant hereunder on condition that the insurance proceeds are to be applied (either by Tenant or by any such Leasehold Mortgagee) in the manner specified herein.

H. No Leasehold Mortgagee shall become personally liable under the agreements, terms, covenants or conditions of this Lease unless and until it becomes, and then only for as long as it remains, the owner of the leasehold estate. Upon any assignment of this Lease by any owner of the leasehold estate whose interest shall have been acquired by, through or under any Leasehold Mortgage or from any holder thereof, the assignor shall be relieved of any further liability which may accrue hereunder from and after the date of such assignment provided that the assignee and Landlord shall execute and record an instrument of assumption wherein such assignee shall assume and agree to perform and observe the covenants and conditions contained in this Lease to be performed and observed by Tenant. It being the intention of the parties that once the Leasehold Mortgagee shall succeed to Tenant's interest hereunder, any and all subsequent assignments (whether by such Leasehold Mortgagee, any purchaser at foreclosure sale or other transferee or assignee) shall effect a release of the assignor's liability hereunder.

I. There shall be no cancellation, surrender or modification of this Lease or attornment of any subtenant without one hundred twenty (120) days prior written notice being given to the Leasehold Mortgagee (which shall be considered the grace period for the

purpose of this Lease) which would then be entitled to an automatic transfer of interest in accordance with subparagraph D hereof.

J. Landlord shall, upon request, execute, acknowledge and deliver to each Leasehold Mortgagee making such request an agreement prepared at the sole cost and expense of Tenant, in form satisfactory to such Leasehold Mortgagee, between Landlord, Tenant and such Leasehold Mortgagee, agreeing to all of the provisions hereof. The term "Mortgage," whenever used herein, shall include whatever security instruments are used in the locale of the demised premises, including, without limitation, deeds of trust, security deeds and conditional deeds, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code.

In no event shall the right granted herein to Tenant to mortgage or otherwise encumber Tenant's interest in this Lease be deemed or interpreted as a subordination by Landlord of Landlord's interest in the fee or this Lease to the lien of such mortgage or encumbrance, it being expressly agreed that, under no circumstances, shall Tenant have any right to mortgage or encumber Landlord's interest in this Lease or in the fee, or request from Landlord any subordination of such interest to the lien of any mortgage or encumbrance which Tenant may place upon its interest. Tenant agrees to furnish to Landlord written notice of the mortgaging of this Lease, within twenty (20) days following the execution and delivery of such mortgage, together with the name and address of the mortgagee and the name and address of a person or party in the State of Maryland, who will accept official notice for the leasehold mortgagee, including service of process. It is further understood and agreed that no condition of this paragraph shall be effective against the Landlord until this notice is given.

K. The parties agree that any Leasehold Mortgage entered into by Tenant shall specify that the Leasehold Mortgagee shall provide Landlord notice of any default by Tenant under the terms of the Leasehold Mortgage, and notice of the terms of any proposed foreclosure sale as further provided in paragraph 22 hereof.

6. Hazard Insurance

With respect to any buildings, structures or improvements at any time constructed or erected by Tenant on the demised premises, Tenant shall maintain fire and extended coverage insurance adequate for repair or replacement with regard to any buildings and improvements erected and constructed upon the demised premises. Any such insurance proceeds so obtained shall be applied by Tenant to the restoration of that portion of the property damaged if restoration is feasible. In the event restoration is not feasible, Tenant shall clear the demised premises of all refuse and debris and restore same to a clean and orderly condition.

7. Insurance

Tenant will procure and keep in effect during the term hereof the following required insurance:

A. All-risk (special form causes of loss) property insurance on any buildings, structures or improvements constructed or erected by Tenant on the demised premises and all personal property located at the demised premises, whether owned by Tenant or owned by others in Tenant's care, custody or control, in an amount not less than the 100% replacement cost thereof. In the event restoration is not feasible, Tenant shall clear the demised premises of all refuse and debris and restore same to a clean and orderly condition.

B. All-risk (special form causes of loss) business income and extra expense insurance in amounts satisfactory to protect Tenant's interests because of direct physical loss of or damage to property required to be covered under subparagraph A hereof.

C. Tenant shall waive all right of recovery from Landlord and its elected or appointed officials and employees for loss of or damage to the property required to be insured by Tenant, including consequential loss of income and extra expense. Any insurance policies maintained by Tenant shall permit such waivers by endorsement or otherwise.

D. Commercial general liability insurance written on an occurrence basis that insures against bodily injury, property damage, personal and advertising injury claims arising from Tenant's occupancy of the demised premises or operations incidental thereto. This

insurance shall name Landlord and its elected and appointed officials and employees as additional insureds on a primary and non-contributory basis. The limits of liability shall be at least Two Million Dollars (\$2,000,000) combined single limit per occurrence, and Three Million Dollars (\$3,000,000.00) combined single limit aggregates. The amounts of insurance provided for herein shall be adjusted annually to compensate for the effects of inflation and may be satisfied with a combination of commercial general liability and umbrella excess liability insurance.

E. Workers' compensation insurance with statutory benefits as required by Maryland law and employers' liability insurance with limits of at least \$500,000 each accident, \$500,000 each employee for disease and \$500,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

F. Tenant shall deliver certificates of insurance satisfactory to Landlord evidencing required insurance prior to the effective date of this lease, each renewal thereafter and upon reasonable request by Landlord.

G. Failure of the Landlord to obtain certificates or other evidence of full compliance with these insurance requirements or failure of the Landlord to identify a deficiency from evidence provided shall not be construed as a waiver of Tenant's obligation to maintain required insurance.

H. By requiring insurance and insurance limits herein, the Landlord does not represent that coverage and limits will necessarily be adequate to protect the Tenant.

I. The Tenant shall notify the Landlord by fax and by first-class, certified mail within two (2) business days of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing required insurance.

J. The Tenant's insurers must be allowed to do business in the State of Maryland and acceptable to the Landlord. The insurers must have a Best's Financial Strength

Rating of "A " or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Landlord grants specific approval for an exception, such approval not to be unreasonable withheld, conditioned or delayed.

K. In the event Tenant fails to maintain the insurance above or does not renew said insurance for any purpose, Landlord may obtain such insurance and charge the cost thereof as additional rent which shall be due and payable by Tenant upon the next ensuing day.

8. Indemnity

Tenant agrees to indemnify, defend and hold harmless the Landlord and its elected and appointed officials and employees from any liability for damages to any person, persons or property in, or about said demised premises from any cause whatsoever.

9. Utilities

Tenant shall pay all charges as made against the demised premises for all utilities, including, but not limited to gas, water, heat, electricity, oil, etc. during the continuance of this Lease, as the same shall be due.

10. Eminent Domain

If the part of the demised premises hereby leased shall be taken by any public authority under the power of eminent domain, Tenant shall use any condemnation proceeds to restore the remaining improvements to their prior condition, if such restoration is feasible. In the event restoration is not feasible, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day. In the event of a total taking, Tenant shall have the right to cancel this Lease and declare the same null and void.

11. Bankruptcy and Insolvency

Subject to the United States Bankruptcy Code, neither this Lease, nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

12. Default

If Tenant shall fail to make any payment or perform any obligation required to be made by Tenant under this Lease when the same is due and such non-payment or non-performance shall continue for period of fifteen (15) days after notice to Tenant specifying such non-payment or non-performance, Landlord shall have the right to seek such remedies as may be available to it in law or equity which shall include the right to sue for damages or to restrain by injunction any violation or threatened violation of any of the terms, covenants or conditions of this Lease, and by decree, to compel performance of any such term, covenant or condition.

13. Estoppel Certificates

Landlord and Tenant agree that, upon the request of the other, each shall execute estoppel certificates in such form as (reasonably) requested by the other.

14. Assignment

Tenant shall have the right to assign or sublet, from time to time, the demised premises or any part thereof; provided, however, that such assignee by the terms of the assignment shall be subject to all terms and conditions of this Lease, and such assignee shall be either (I) an affiliate, subsidiary, joint venture or partnership in which Tenant or one of its affiliates or subsidiaries is a partner or (II) an entity approved as an assignee of Tenant's leasehold interest by agreement of Landlord. This Section shall not affect the rights of the Tenant to enter into Leasehold Mortgages as provided in paragraph 5 above, nor impair the Leasehold Mortgagee's rights of foreclosure and sale.

15. Compliance with Laws

Tenant shall, at its own expense, promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county and state authorities affecting the demised premises, and the cleanliness, safety, occupation and use of the same.

16. Cumulative Rights

It is agreed that each and every of the rights, remedies and benefits

provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

17. Interpretation

This Lease shall be interpreted in accordance with the laws of the State of Maryland.

18. Fees and Taxes

Any and all public license fees, sales, use, personal property tax or other taxes shall be the responsibility of the Tenant and Tenant agrees to pay same.

19. Use of Landlord's Name

Tenant agrees not to pledge the credit of the Landlord, or purchase, rent, lease, buy or contract for any equipment, appliance or other purchase, the sale or lease in the name of the Landlord.

20. Additional Covenants by Tenant

A. Tenant understands that Landlord is leasing this facility for the purpose of providing public benefits. Tenant agrees to reserve periods in scheduling of the facility or additional facilities to be constructed on the property for public skating, which may include any or all of the following: figure skating, hockey, free skate, learn to play hockey, learn to skate and or adult hockey leagues, and public access to other services or offerings provided at the facilities. Such public access periods shall be at reasonable times and at competitive rates as determined by Tenant in its reasonable discretion subject to periodic review by Landlord.

B. Tenant agrees to protect the improvements constructed on the premises from mechanics and other similar liens (except with respect to protective liens filed to secure obligations not yet due and payable) by posting of appropriate security with the court having jurisdiction over such lien.

C. Upon reasonable written request by Landlord, Tenant agrees to provide Landlord financial statements for the operation of the ice rink facility on at least an annual basis.

D. Prior to undertaking any material improvements to the premises during the term, Tenant shall secure a bond or other acceptable security equivalent to the value of the improvements.

21. Waivers

One or more waivers of any covenants or conditions by the Landlord shall not be construed as a waiver of any subsequent breach of the same or other covenant or condition and that consent or approval of the Landlord to any act by the Tenant requiring Landlord's consent or approval shall not be deemed to be a waiver and shall still render necessary, Landlord's consent or approval to or of any subsequent or similar act by Tenant.

22. Notices

All notices provided for in this Lease shall be sent:

To Landlord: Real Estate Division
2660 Riva Road
3rd Floor
Annapolis, MD 21401

With Copy: Department of Recreation and Park
1 Harry S. Truman Parkway
Annapolis, MD 21401

To Tenant: c/o Black Bear Sports Group, Inc.
5425 Wisconsin Avenue, Suite 701
Chevy Chase, MD 20815
Attn: Murry N. Gunty
Fax: (240) 223-1331

and such other place or places as hereafter shall be designated in writing by the respective parties. Such notice shall be delivered by fax or mailed via U.S. registered or certified mail, return receipt requested, postage prepaid.

23. Quiet Enjoyment

Landlord covenants that Tenant, on performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

24. Successors

The covenants and agreements contained in this Lease shall enure to the benefit of the parties hereto, their respective successors, legal representatives or assigns.

25. Governmental Immunity

It is understood and agreed by the execution of this Lease, that Landlord does not waive any right of governmental immunity in such suit in law or in equity or such pleading as is appropriate, notwithstanding the execution of this Lease.

26. Contingency: If the term of this Lease Agreement exceeds three years, this Lease Agreement is contingent upon approval by the Anne Arundel County Council, as required by Anne Arundel County Code, Article 8, §3-301. If this Lease and Licensing Agreement is not approved, then it shall be null and void ab initio and of no further effect.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

WITNESS:

LESSEE: Piney FC, LLC

[Handwritten Signature]

By: M N 2
Name: MURRY N. GUNTZ Date 5/16/18
Title: MANAGER

WITNESS:

LESSOR:
ANNE ARUNDEL COUNTY, MARYLAND

By: _____
Mark D. Hartzell Date
Chief Administrative Officer for
Steven R. Schuh, County Executive

APPROVED FOR FORM AND LEGAL SUFFICIENCY
NANCY McCUTCHAN DUDEN, COUNTY ATTORNEY

_____ Date

APPROVED:

_____ Date
Christine A. Romans
Central Services Officer

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this ____ day of May, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Mark D. Hartzell who acknowledged himself to be the Chief Administrative Officer of Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland, and that he, as such Chief Administrative Officer of Anne Arundel County, Maryland, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief Administrative Officer of Anne Arundel County, Maryland.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY, that on this 16th day of May, 2018, before me, the subscriber, personally appeared Murry N. Gunty, who acknowledged himself to be a Manager Piney Ice, LLC organized under the laws of the State of Delaware, and that he, as a Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Tandra Knight

Notary Public

My Commission Expires: Aug. 10, 2021



EXHIBIT A

ALL that tract or parcel of land situate, lying and being in the Fourth Assessment District of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point in the sixteenth or North 45 degrees 45 minutes 50 seconds East 1237.07 feet line of the land described in the quitclaim deed from the United States of America to Piney Orchard Limited Partnership, dated July 16, 1986, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4120, folio 104, the said beginning point being located 708.48 feet from the beginning of the said sixteenth line and the said beginning point also being in the forty-sixth or North 37 degrees 37 minutes 50 seconds East 1237.07 feet line of the land described in the confirmatory deed from Winwood Corporation, et al, to Piney Orchard Master Partnership, dated March 1, 1988, and recorded among the said Land Records in Liber No. 4556, folio 285, the said beginning point being 708.48 feet from the beginning of the said forty-sixth line and the said beginning point being Point No. 4431 as shown on the plat entitled "Piney Orchard Waste Water Treatment Plant Site" prepared by Riemer Muegge & Associates, Inc., and recorded or intended to be recorded among the said Land Records of Anne Arundel County, Maryland; thence leaving the said sixteenth and forty-sixth lines and running through a portion of the land described in the first above mentioned deed and running with the northeast side of a right of way noted as "Part of Lot 25" on the above mentioned plat, the following four (4) courses and distances, with bearings referred to the Maryland State Plane Coordinate System, viz:

(1) 336.52 feet along the arc of a curve to the left having a radius of 570.00 feet and chord bearing North 31 degrees 50 minutes 20 seconds West a distance of 331.65 feet,

(2) North 43 degrees 43 minutes 17 seconds West 114.04 feet,

(3) North 48 degrees 45 minutes 08 seconds West 85.00 feet and

(4) North 03 degrees 45 minutes 08 seconds West 35.36 feet to Point No. 4423 on the southeast right of way line of Piney Orchard Parkway (width variable); thence continuing and running through part of the land described in the first above mentioned deed and also running with the said southeast right of way line of Piney Orchard Parkway the following two courses and distances, viz:

(5) North 41 degrees 14 minutes 53 seconds East 79.38 feet and

(6) 288.44 feet along the arc of a curve to the right having a radius of 1515.00 feet and chord bearing North 44 degrees 33 minutes 40 seconds East a distance of 288.00 feet to intersect the seventeenth line of the land described in the first above mentioned deed and to also intersect the forty-seventh line of the land described in the second above-mentioned deed; thence continuing and running with the said southeast right of way line of Piney Orchard Parkway and running through part of the land described in the second above mentioned deed,

(7) 259.36 feet along the arc of a curve to the right having a radius of 1515.00 feet and chord bearing North 54 degrees 55 minutes 11 seconds East a distance of 259.06 feet to Point No. 592; thence leaving Piney Orchard Parkway and running with the southwest right of

way line of Riverscape Road as shown on the above mentioned plat and continuing and running through part of the land described in the second above mentioned deed the following three (3) courses and distances, viz:

(8) South 73 degrees 42 minutes 36 seconds East 34.74 feet,

(9) South 27 degrees 43 minutes 03 seconds East 234.67 feet and

(10) 337.57 feet along the arc of a curve to the left having a radius of 716.00 feet and chord bearing South 41 degrees 13 minutes 26 seconds East a distance of 334.54 feet to Point No. 4434; thence leaving Riverscape Road and running through part of the land described in the second above mentioned deed the following two (2) courses and distances, viz:

(11) South 37 degrees 37 minutes 49 seconds West 420.29 feet and

(12) South 75 degrees 04 minutes 27 seconds West 261.52 feet to the place of beginning.

CONTAINING 9.037 acres of land, more or less, as shown on a Plat entitled "Piney Orchard Wastewater Treatment Plant Site" by Riemer Muegge and Associates, Inc., dated 10-3-90, and recorded among the Plat Records of Anne Arundel County, Maryland, as Plat No. 6913, in Plat Book 132, page 40.

BEING the same property conveyed from Piney Orchard Limited Partnership and Piney Orchard Master Partnership unto Anne Arundel County, Maryland, by deed dated November 30, 1990, and recorded or intended to be recorded among the Land Records for Anne Arundel County, Maryland, prior hereto.