

Contract No.: **260647-003]**
Contract Name: **Amended and Restated Ground Lease (“Lease”)**
Amendment No.: **003**
Lessee: **Maryland Soccer Foundation**

The Lease is amended as follows:

1. **Lease.** Lessee affirms and agrees that the Lease is in effect and that Lessee is in good standing in all jurisdictions that it is required to be and that it is not default of any terms under the Lease.

2. **Amendment.**

2.1 Section 2(h) of the Lease states that “Capital Improvements not included [in the Lease] shall require an amendment to this Lease.” Accordingly, the installation and operation of a solar array at the Premises requires and amendment of the Lease.

2.2 The Lease is amended to add the following use as an authorized Foundation activity under the Lease: installation and operation of Commission approved photovoltaic solar energy generation equipment and facilities on the roof of the Indoor Multi-Purpose Facility at the Premises (“**Solar Project**”) via a sublease agreement (the “**Sublease**”) and power purchase agreement (“**PPA**”) between the Foundation and New Energy Equity, LLC, a Delaware limited liability company.

2.3 Foundation acknowledges and agrees that any material violation of the Sublease or PPA by Foundation shall constitute a material default under the Lease.

2.4 Foundation further agrees that it shall obtain all necessary prior approvals from the Commission, including any Park Construction Permit, for the Solar Project; and oversee and enforce compliance of the same at all times relevant.

3. **Reserve Funds Compliance.** Foundation acknowledges and agrees that Section 14(a)(3) of the Lease requires Foundation to establish and replenish three reserve funds, namely Capital Reserve Fund, Turf Replacement Reserve Fund, and Operating Reserve Fund, in a separate federally-insured bank account and not commingle them. Foundation further acknowledges that it has established and maintained two reserve funds, namely Capital and Turf Replacement Reserve Fund and Operating Reserve Fund, thereby commingling Capital Reserve and Turf Replacement Reserve Fund. Foundation agrees to remedy the foregoing non-compliance by separating the Capital Reserve Fund and Turf Replacement Reserve Fund under separate

federally-insured bank accounts as required by Section 14(a)(3) of the Lease within 10 days from Foundation's signature date herein. Foundation shall demonstrate its compliance by providing copies of the said three separate Reserve Fund account statements to Commission forthwith. Thereafter, Foundation shall provide copies of the said three bank account statements to Commission within five days from the date of Commission's request, which request shall not be more than four times per any given year.

4. **Foundation Representations and Warranties.**

4.1 Foundation represents and warrants that the Foundation (a) has obtained all necessary consents and approvals to validly enter into the Sublease and the PPA; and that (b) no other approvals except for this Amendment is required.

4.2 Foundation represents, warrants, and covenants that it shall keep and replenish (i) Capital Reserve Fund; (ii) Turf Replacement Reserve Fund; and (iii) Operating Reserve Fund, in three separate federally-insured bank accounts not to be commingled with the other, as required by Section 14(a)(3) of the Lease at all times.

4.3 Foundation agrees that, as between the Commission and Foundation, the Foundation shall be solely responsible for enforcing the Sublease and PPA and abiding by the terms and conditions thereto. Accordingly, Foundation represents and warrants that it will properly and timely oversee and complete the Solar Project pursuant to the terms of the Lease as applicable.

4.4 Foundation represents and warrants that entering into the Sublease and PPA shall not burden or add to the Commission's duties and/or obligations, including any financial considerations, increased utility uses, etc., beyond those agreed to under the Lease.

4.5 Foundation represents and warrants that Foundation, as a party to the Sublease and PPA, shall enforce any rights or benefits of the Commission as the Master Landlord under the Sublease and/or PPA against New Energy Equity, LLC, thereunder.

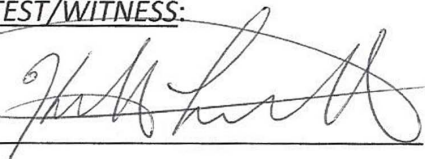
4. **Electronic Signature.** The parties acknowledge and agree that this Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

5. **Other Lease Terms.** All other terms and conditions of the Lease remain in full force and effect. All defined terms used herein not otherwise defined in the Amendment will have the same meaning ascribed thereto in the Lease.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

TO EVIDENCE the parties agreement to this Amendment, they have executed this Amendment the day and year first above written.

ATTEST/WITNESS:


By: 

Name: Keith Lenert

Title: Director of Operations

Date: 11/3/21

Maryland Soccer Foundation:

By : 

Name: Matthew Libber

Title: Executive Director

Date: 11/3/21

ATTEST:

By: _____
Joseph C. Zimmerman,
Secretary-Treasurer

Date: _____

**Maryland-National Capital Park
and Planning Commission:**

By: _____
Asuntha Chiang-Smith,
Executive Director

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY

M-NCPPC Legal Department

Date _____