

**FIFTH AMENDMENT TO
AGREEMENTS OF RESTRICTIVE COVENANTS**

THIS FIFTH AMENDMENT TO AGREEMENTS OF RESTRICTIVE COVENANTS (the "Fifth Amendment") is made this 22nd day of July, 2024, by and among CALVERT SCHOOL, INCORPORATED ("Calvert School"); CALVERT TUSCANY ACQUISITION 2018 LLC, ("Calvert Acquisition"); TUSCANY-CANTERBURY NEIGHBORHOOD ASSOCIATION ("TCNA"); TUSCANY-LOMBARDY COMMUNITY CORPORATION ("TLCC"); THE GARDENS OF GUILFORD CONDOMINIUM, INC. ("The Gardens"); and THE RIDGEMEDE AND THE RIDGEWOOD CONDOMINIUM ASSOCIATION, INC. ("Ridgemedede"). Sometimes TCNA, TLCC, The Gardens, and Ridgemedede are referred to herein collectively as the "Association."

EXPLANATORY STATEMENT

A. Calvert School and TCNA entered into an Agreement of Restrictive Covenants dated June 21, 2001 and recorded among the Land Records of Baltimore City, Maryland (the "Land Records") in Liber F.M.C. 1562, folio 53, as amended by a First Amendment to Agreements of Restrictive Covenants dated August 25, 2008, and recorded among the Land Records at F.M.C. 10952, folio 06 (together, the "TCNA Agreement"), wherein and whereby certain agreements were made with respect to the use of Calvert Property concerning, among other things, acquisition of additional property within the confines of Tuscany-Canterbury as defined in Article 1, Section 1.14 of the TCNA Agreement.

B. Calvert School, TLCC and The Gardens entered into an Agreement of Restrictive Covenants dated June 20, 2001 and recorded among the Land Records in Liber F.M.C. 1562, folio 35, as amended by a First Amendment to Agreements of Restrictive Covenants dated August 4, 2008, and recorded among the Land Records at F.M.C. 10952, folio 06 (together, the "TLCC/Gardens Agreement") wherein and whereby certain agreements were made with respect to the use of Calvert Property concerning, among other things, acquisition of additional property within the confines of Tuscany-Canterbury as defined in Article 1, Section 1.17 of the TLCC/Gardens Agreement.

C. Calvert School and Ridgemedede entered into an Agreement of Restrictive Covenants dated June 20, 2001 and recorded among the Land Records in Liber F.M.C. 1562, folio 19, as amended by a First Amendment to Agreements of Restrictive Covenants dated August 4, 2008, and recorded among the Land Records at F.M.C. 10952, folio 01 (together, the "Ridgemedede Agreement") wherein and whereby certain agreements were made with respect to the use of Calvert Property concerning, among other things, acquisition of additional property within the confines of Tuscany-Canterbury as defined in Article 1, Section 1.16 of the Ridgemedede Agreement.

D. Calvert School and the Association entered into a Second Amendment to Agreements of Restrictive Covenants (the "Second Amendment") dated April 13, 2018 and recorded among the Land Records of Baltimore City at Liber M.B. 20343, folio 87, which

amended the TCNA Agreement, the TLCC/Gardens Agreement, and the Ridgemedede Agreement to address Calvert School's proposed acquisition and development of the Tuscany Road Land, as described in the Second Amendment.

E. Calvert School, Calvert Acquisition, and the Association entered into a Third Amendment to Agreements of Restrictive Covenants (the "Third Amendment") dated December 15, 2021 and recorded among the Land Records of Baltimore City at Liber M.B. 24226, folio 427, which amended the TCNA Agreement, the TLCC/Gardens Agreement, and the Ridgemedede Agreement to incorporate a new Development Plan for a portion of the Calvert Property, as described in the Second Amendment. The TCNA Agreement, the TLCC/Gardens Agreement, and the Ridgemedede Agreement, as amended by the Second Amendment and Third Amendment, are sometimes hereinafter referred to collectively as the "Original Agreement."

F. Article 2.6 of the Original Agreement as drafted prohibits the Calvert Property from being rented or otherwise made available to an outside person or entity for use by such person or entity not involving the Team (as hereinafter defined). Given the foregoing, in September, 2023, Calvert School, Calvert Acquisition, and the Association agreed to amend the Original Agreement to permit the squash court building located at 4310 N. Charles Street (the "Facility"), to be rented to or used by one or more other schools with which the Calvert School sports teams (the "Teams") now or may hereinafter compete (each, a "Competitor School", and collectively, the "Competitor Schools") for matches, practices and tournaments which is hereafter more particularly described on Exhibit A attached hereto, and subject to certain conditions set forth in that certain Fourth Amendment to Agreements of Restrictive Covenants dated September 26, 2023 (the "Fourth Amendment").

G. As set forth in the Fourth Amendment, unless otherwise extended by written agreement of the parties hereto, the terms of the Fourth Amendment relating to the use of the Facility by other Competitor Schools not involving the Team shall automatically terminate.

H. The parties hereto are entering into this Fifth Amendment to evidence their agreement to permit the Facility to be rented or made available to one or more Competitor Schools for practices, matches and tournaments not involving the Team for the 2024-2025 and 2025-2026 squash seasons.

NOW, THEREFORE, in consideration of the parties' agreements hereinafter set forth, which consideration the parties deem to be sufficient, Calvert School, Calvert Acquisition and the Association agree to amend the Original Agreement as follows:

1. **Explanatory Statement; Defined Terms.** The explanatory statement set forth at the beginning of this Fifth Amendment accurately reflects the facts and intentions expressed therein and is hereby incorporated into and deemed to be a part of this Fifth Amendment. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Agreement. Notwithstanding anything in the Original Agreement to the contrary, as used herein and in the Original Agreement, the term "Calvert" shall hereafter mean Calvert School and Calvert Acquisition, together, jointly and severally.

2. **Third Party Use of the Land.** The Facility may be rented or made available to one or more Competitor Schools for practices, matches and tournaments not involving the Team beginning November 1, 2024 and ending February 28, 2025 and again beginning November 1, 2025 and ending February 28, 2026. The Facility use permitted under this Fifth Amendment shall be limited to the hours between 5:00 p.m. and 8:00 p.m. Monday through Friday. The Facility shall not be rented or made available to any Competitor School for any purpose not permitted by this Fifth Amendment. Calvert School shall require all motor vehicles, including all Competitor School vans and buses, transporting students, coaches, instructors, spectators and guests entering the Calvert Property as a result of any Competitor School's use of the Facility to use the Charles Street entrance. Calvert School shall provide on-site security whenever the Facility is being used by any Competitor School, as permitted by this Fifth Amendment. Calvert School shall also require that at least one coach, assistant coach or instructor from such Competitor School be present at the Facility until all athletes from the Competitor School have left the Facility.

3. **Runs with the Land.** The terms and covenants set forth in this Fifth Amendment shall be additional covenants running with the land subject to the Original Agreement. Unless otherwise extended by written agreement of the parties hereto, the terms set forth in this Fifth Amendment relating to the use of the Facility by other Competitor Schools not involving the Team shall apply to the Facility during the periods stated above through February 28, 2026 (i.e., for the 2024/2025 and 2025/2026 squash seasons), after which time they shall automatically terminate. Any of the parties may cause this Fifth Amendment to be recorded among the Land Records of Baltimore City.

4. **Conflict.** Except as amended herein, the Original Agreement shall remain in full force and effect and, in the event of any conflict between this Fifth Amendment and the Original Agreement, the terms of this Fifth Amendment shall control with respect to the items addressed in this Fifth Amendment.

5. **Headings.** The headings set forth at the beginning of each of the sections of this Fifth Amendment are inserted for convenience of reference only, and shall not be deemed to have any legal significance or meaning whatsoever.

6. **Counterparts.** This Fifth Amendment may be executed in one or more identical counterparts, that, when taken together, constitute one and the same instrument. A signed photocopy, PDF or electronic copy of this Amendment shall have the same force and effect as an original.

[Signature Pages Follow]

WITNESS the hands and seals of Calvert School and the Association as of the day and year first above written.

WITNESS/ATTEST:

CALVERT SCHOOL, INCORPORATED

[Signature]

By: [Signature]
Name: Thomas Travers
Title: Director of Finance and Operations

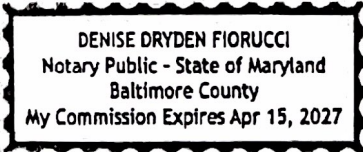
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 22 day of July, 2024, before me, a Notary Public of said state personally appeared, THOMAS TRAVERS, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and known to be the duly authorized officer of Calvert School, Incorporated, a Maryland corporation, and that he, as such duly authorized officer, executed the foregoing instrument for the purposes herein contained by signing in my presence, the name of said corporation by himself as duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 4/15/2027



WITNESS/ATTEST:

CALVERT TUSCANY ACQUISITION 2018 LLC

[Handwritten Signature]

By: [Handwritten Signature]
Name: Thomas Travers
Title: Director of Finance & Operations

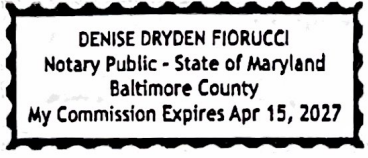
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 22 day of July, 2024, before me, a Notary Public of said state personally appeared, THOMAS TRAVERS, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and known to be the duly authorized AGENT of CALVERT TUSCANY ACQUISITION 2018 LLC, a Maryland limited liability company, and that he, in such capacity, executed the foregoing instrument for the purposes herein contained by signing in my presence, the name of said corporation by himself as duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

[Handwritten Signature]
Notary Public

My Commission Expires: 4/15/2027



WITNESS/ATTEST:

TUSCANY-CANTERBURY NEIGHBORHOOD
ASSOCIATION

[Handwritten Signature]

By: *Patricia R. Hawthorne*
Name: Patricia R. Hawthorne
Title: President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 22 day of July, 2024, before me, a Notary Public of said state personally appeared, Patricia R. Hawthorne known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument, and known to be the duly authorized officers of Tuscany-Canterbury Neighborhood Association, and that they, as such duly authorized officers, executed the foregoing instrument for the purposes herein contained by signing in my presence, the name of said corporation by themselves as duly authorized officers thereof.

AS WITNESS my hand and Notarial Seal.

[Handwritten Signature]
Notary Public

My Commission Expires: 4/15/2027



WITNESS/ATTEST:

TUSCANY-LOMBARDY COMMUNITY CORPORATION

[Signature]

By: William A. Englund
Name: William A. Englund
Title: President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: *w.l.*

I HEREBY CERTIFY that on this 21st day of ^{June} ~~April~~, 2024, before me, a Notary Public of said state personally appeared, William A. Englund, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and known to be the duly authorized President of Tuscany-Lombardy Community Corporation, and that he, as such duly authorized President, executed the foregoing instrument for the purposes herein contained by signing in my presence, the name of said corporation by himself as duly authorized President thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: July 3rd 2024

JENNIFER OLIVA LAKE
NOTARY PUBLIC
BALTIMORE CITY
MARYLAND
MY COMMISSION EXPIRES JULY 3, 2024

WITNESS/ATTEST:

THE RIDGEMEDE AND THE RIDGEWOOD
CONDOMINIUM ASSOCIATION, INC.

[Signature]

By: [Signature]
Name: Hope Ratner
Title: President

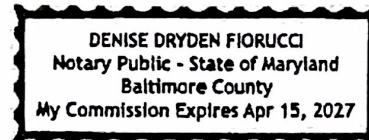
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 22 day of ^{July}~~April~~, 2024, before me, a Notary Public of said state personally appeared, Hope Ratner, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and known to be the duly authorized President of The Ridgemedede and The Ridgewood Condominium Association, Inc., and that he, as such duly authorized President, executed the foregoing instrument for the purposes herein contained by signing in my presence, the name of said corporation by herself as duly authorized President thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 4/15/2027



WITNESS/ATTEST:

THE GARDENS OF GUILFORD
CONDOMINIUM, INC.

[Signature]

By: [Signature]
Name: Michael Ollove
Title: Director

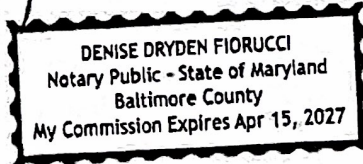
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 22 day of ~~April~~ ^{July}, 2024, before me, a Notary Public of said state personally appeared, Michael Ollove, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and known to be the duly authorized Director of The Gardens of Guilford Condominium Inc. and that he, as such duly authorized Director, executed the foregoing instrument for the purposes herein contained by signing in my presence, the name of said corporation by himself as duly authorized Director thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 4/15/2027



Attorney Certification

The undersigned, an attorney duly admitted to practice and in good standing before the Supreme Court of Maryland, certifies that the foregoing instrument was prepared by him.

Drew E. Tildon

Exhibit A
Example Squash Court Rental Schedule

Time	Court 1	Court 2	Court 3	Court 4	Court 5	Court 6	Court 7	Court 8	Court 9	Court 10
5:30pm	Calvert School Clinic		Competitor School A				Competitor School B			
6:00pm	Calvert School Clinic		Competitor School C (Middle School team)				Competitor School C (High School team)			
6:30pm	Calvert School Clinic		Competitor School C (Middle School team)				Competitor School C (High School team)			
7:00pm	Calvert School Clinic		Competitor School D							
7:30pm	Calvert School Clinic		Competitor School D							
8:00pm	Calvert School Clinic		Competitor School D							