

AGREEMENT

THIS AGREEMENT is made this 12th day of March, 2026 (“Effective Date”), by and among CALVERT SCHOOL, INCORPORATED (“Calvert School”); TUSCANY-CANTERBURY NEIGHBORHOOD ASSOCIATION, INC. (“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,” and the Association (including each individual member) and Calvert School are each a “Party” and together the “Parties.”

EXPLANATORY STATEMENT

A. Calvert School owns all that property comprising at total of 11.99+/- acres and described as 4300 N. Charles Street (Ward- 12 Section - 01 Block - 3701G Lot – 018) and 105 Tuscan Road (Ward - 12 Section - 01 Block - 3701F Lot – 016) (collectively the “Calvert Property”).

B. 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”) at 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 Liber F.M.C.10952, folio 06 (together, the “TCNA Agreement”), wherein and whereby certain agreements were made with respect to the use of a portion of the Calvert Property.

C. Calvert School, TLCC and The Gardens entered into an Agreement of Restrictive Covenants dated June 20, 2011 and recorded among the Land Records at 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 Liber F.M.C. 10952, folio 06 (together, the “TLCC/Gardens Agreement”) wherein and whereby certain agreements were made with respect to the use of a portion of the Calvert Property.

D. Calvert School and Ridgemedede entered into an Agreement of Restrictive Covenants dated June 20, 2001 and recorded among the Land Records at Liber F.M.C 1562, folio 19, as amended by a First Amendment to Agreements of Restrictive Covenants and dated August 4, 2008, and recorded among the Land Records at Liber F.M.C. 10952, folio 01 (together, the “Ridgemedede Agreement”) wherein and whereby certain agreements were made with respect to the use of a portion of the Calvert Property.

1. **Explanatory Statement; Purpose.** The explanatory statement set forth at the beginning of this Agreement is intended to provide background information pertaining to agreements that affect the Calvert Property. This Agreement is not to be construed as an amendment to the Existing Calvert Agreement, nor does it affect the Calvert Property. The purpose for this Agreement is to document the consent of the Association to Calvert School's purchase of the Charles Street Property and to impose certain restrictions on Calvert School's use of the Charles Street Property.

2. **Consent.** The Association hereby consents to Calvert School's purchase of the Charles Street Property. This consent constitutes the consent required from the Association, in accordance with the requirements of Article II, Section 2.8 of the Existing Calvert Agreement.

3. **Calvert School Agreements Regarding the Charles Street Property.** Calvert School hereby agrees that, during the Term of this Agreement (as defined in Section 5 below), Calvert School's use of the Charles Street Property shall be restricted as follows:

A. Calvert School may utilize the existing structure on the Charles Street Property (the "Structure") for any residential use that is permitted by the underlying zoning designation of the Charles Street Property;

B. Calvert School may seek conditional use approval from the Baltimore City Board of Municipal Zoning Appeals ("BMZA") to use the Charles Street Property for school purposes, as follows:

1. Retention of the Charles Street-facing façade and its orientation toward Charles Street;
2. Renovation, reconfiguration, and use of the Structure for administrative functions to support Calvert School's school operations;
3. Retention and utilization of the existing parking areas on the Charles Street Property (i.e., the driveway accessible from Charles Street and the parking space along the Calvert School entrance drive from Charles Street) for staff and school-event related parking; and

C. Calvert School shall provide a copy of the conditional use application and site plan to the Association upon filing with the BMZA.

Party. Upon receipt of such notice, the Parties shall attempt to promptly select a mediator to mediate such dispute. If the mediation effort shall have failed to produce a voluntary agreement of the Parties, or of the Parties shall have failed to mutually select a mediator within thirty (30) days of the notice of the notice requesting mediation, then the mediation shall be terminated. In the event of such termination, then the Party alleging the breach may proceed for an enforcement action in accordance with this Section 9.

9. **Severability.** Every provision of this Agreement is hereby declared to be independent of, and severable from, every other provision of this Agreement. If any provision shall be held to be invalid or unenforceable, that holding shall be without effect upon the validity enforceability of any other provision of this Agreement.

10. **Waiver of Jury Trial.** The Parties hereby voluntarily and intentionally waive trial by jury in any litigation arising under, out of, or in connection with this Agreement.

11. **Estoppel Certificate.** The Association shall, from time to time, upon not less than sixty (60) days notice from Calvert School, execute and deliver to Calvert School a certificate in recordable form stating that this Agreement has not been amended and to the best of its knowledge is in full force and effect, or, if amended, that this Agreement is in full force and effect, as amended, and stating the amendment and stating whether or not, to the best of its knowledge, Calvert School is in default in any respect under this Agreement, and if in default, specifying the nature of such default. If the Association fails to execute and deliver such certificate within sixty (60) days after notice thereof from Calvert School, the Association shall be deemed to have approved the matters stated in the certificate presented by Calvert School to the Association.


12. **Attorneys Fees.** Each Party shall bear its own legal fees and costs in connection with this Agreement and any matter that arises as a result of this Agreement.


13. **No Assignment.** The rights of the Parties hereunder may not be assigned to anyone else.

WITNESS the hands and seals of Calvert School, TCNA, TLCC, The Gardens, and Ridgemedede, as of the Effective Date.

WITNESS:

CALVERT SCHOOL, INCORPORATED



By: 

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

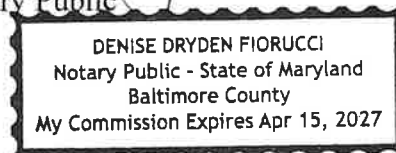
I HEREBY CERTIFY that on this 12 day of March, 2026, before me, a Notary Public of said State personally appeared Edwin Insley, known to me, or satisfactorily proven to be the person whose name is subscribed to this Agreement, and known to be the duly authorized Board Chair of CALVERT SCHOOL, INCORPORATED, a Maryland Corporation, and that he, as such _____, executed the foregoing Agreement for the purposes therein contained, by signing in my presence, the name of the Corporation by himself as such duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.



Notary Public

My Commission Expires: 4/15/2027



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESS:

TUSCANY LOMBARDY COMMUNITY CORPORATION

[Signature]

By: [Signature]
Name: DEBRA McGRATH FINN
Title: PRESIDENT, TLCC

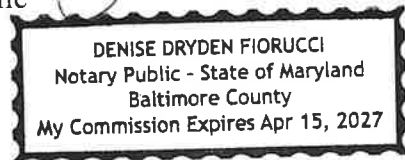
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 12 day of March, 2026, before me, a Notary Public of said State personally appeared Debra M. Finn, known to me, or satisfactorily proven to be the person whose name is subscribed to this Agreement, and known to be the duly authorized President of TUSCANY LOMBARDY COMMUNITY CORPORATION a Maryland Corporation, and that he, as such President, executed the foregoing Agreement for the purposes therein contained, by signing in my presence, the name of the Corporation by himself as such duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 4/15/2027



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESS:

Michael Ollave

THE GARDENS OF GUILFORD
CONDOMINIUM, INC.

By: Michael Ollave

Name: Michael Ollave

Title: President, Gardens of Guilford
Condominium Inc.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

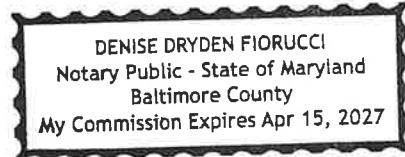
I HEREBY CERTIFY that on this 12 day of March, 2026, before me, a Notary Public of said State personally appeared Michael Ollave, known to me, or satisfactorily proven to be the person whose name is subscribed to this Agreement, and known to be the duly authorized President of THE GARDENS OF GUILFORD CONDOMINIUM, INC, a Maryland Corporation, and that he, as such President, executed the foregoing Agreement for the purposes therein contained, by signing in my presence, the name of the Corporation by himself as such duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

Denise Dryden Fiorucci

Notary Public

My Commission Expires: 4/15/2027



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESS:

TUSCANY-CANTERBURY
NEIGHBORHOOD ASSOCIATION, INC.

[Signature]

By: Amy Mac Donald
Name: Amy MacDonald
Title: President, Tuscan, Canterbury
Neighborhood Association

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

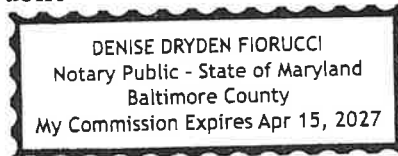
I HEREBY CERTIFY that on this 12 day of March, 2026, before me, a Notary Public of said State personally appeared Amy MacDonald, known to me, or satisfactorily proven to be the person whose name is subscribed to this Agreement, and known to be the duly authorized President of TUSCANY-CANTERBURY NEIGHBORHOOD ASSOCIATION, INC. a Maryland Corporation, and that he, as such _____, executed the foregoing Agreement for the purposes therein contained, by signing in my presence, the name of the Corporation by himself as such duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]

Notary Public

My Commission Expires: 4/15/2027



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESS:

THE RIDGEMEDE AND THE
RIDGEMED AND THE
RIDGEMED AND THE
ASSOCIATION, INC.

[Signature]

By: Lucinda E. Davis
Name: Lucinda E. Davis
Title: vice president

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 12 day of March, 2026, before me, a Notary Public of said State personally appeared Lucinda E. Davis, known to me, or satisfactorily proven to be the person whose name is subscribed to this Agreement, and known to be the duly authorized President of THE RIDGEMEDE AND THE RIDGEMED AND THE ASSOCIATION, INC., a Maryland Corporation, and that he, as such _____, executed the foregoing Agreement for the purposes therein contained, by signing in my presence, the name of the Corporation by himself as such duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 4/15/2027

