

AGREEMENT

THIS AGREEMENT is made this ____ day of February, 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 Tuscany 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, 2001 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.

E. 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 at Liber M.B. 20343, folio 87, which amended the TCNA Agreement, the TLCC/Gardens Agreement, and the Ridgemedede Agreement (collectively, the “Original Agreements”) to address Calvert School’s proposed acquisition and development of a portion of the Calvert Property.

F. Calvert School, the Association, and Calvert Tuscany Acquisition 2018 LLC (“Calvert Acquisition”) entered into a Third Amendment to Agreements of Restrictive Covenants dated December 16, 2021 and recorded among the Land Records at Liber 24226, folio 427 (“Third Amendment”) to facilitate a development project on a portion of the Calvert Property.

G. Calvert School, Calvert Association, and the Association entered into a Fourth Amendment to Agreements of Restrictive Covenants dated September 20, 2023, which is unrecorded (the “Fourth Amendment”) to limit the use of certain facilities on the Calvert Property.

H. Calvert School, Calvert Acquisition, and the Association entered into a Fifth Amendment to Agreements of Restrictive Covenants dated July 22, 2024, which is unrecorded (the “Fifth Amendment”) to further limit the use of certain facilities on the Calvert Property. The Original Agreements, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment are hereinafter collectively referred to as the “Existing Calvert Agreement.”

I. The Existing Calvert Agreement includes provisions prohibiting Calvert School from acquiring additional property within or immediately adjacent to the Tuscany-Canterbury neighborhood area (as described in the Existing Calvert Agreement), without the prior consent of the Association.

J. Calvert School now seeks to purchase certain property immediately adjacent to the Calvert Property and within the Tuscany-Canterbury neighborhood area, located at 4220 N. Charles Street (the “Charles Street Property”), and the Parties desire to expressly permit Calvert School to purchase the Charles Street Property and to impose certain restrictions on Calvert School’s use of the Charles Street Property.

NOW, THEREFORE, in consideration of the Parties’ agreements hereinafter set forth, which consideration the Parties deem to be sufficient, Calvert School and the Association hereby agree as follows:

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.

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

D. Notwithstanding the provisions of this Section 3 to the contrary, in the event that the Structure is damaged – through fire, hurricane, flooding, earthquake, or any other natural disaster or catastrophic event – in such a manner that there is no commercially reasonable way to repair or rehabilitate it, such that it must be demolished, Calvert School may demolish the Structure and redevelop the Charles Street Property for a school-related use. In such circumstance, Calvert School, if required by Baltimore City, shall submit a request for a modification of its conditional use approval and shall provide a copy of such submission to the Association.

4. **Association Agreements Regarding the Charles Street Property.** The Association shall not oppose Calvert School's request, in accordance with Section 3.B, for conditional use approval, so long as such request for approval is consistent with Section 3.B of this Agreement. In the event that Calvert School makes a submission to the BMZA in accordance with Section 3.D of this Agreement, the Association shall not oppose such submission if it proposes conditions substantially similar to the layout of the existing conditions of the Charles Street Property and uses as limited in Section 3.B of this agreement.

5. **Term.** This Agreement shall terminate on the tenth (10th) anniversary of the Effective Date. However, if Calvert School ever conveys the Charles Street Property to a third party that is unrelated to Calvert School for a use that is unrelated to Calvert School's school-related operations, the Agreement shall terminate upon the conveyance to such third party.

6. **Recordation; Amendments.** This Agreement shall be recorded among the Land Records. The Agreement may only be amended by a document executed by the Parties and recorded among the Land Records.

7. **Notices.** Any notices or communications required or authorized on this Agreement shall be made in writing and delivered via hand delivery or via courier or other delivery service providing proof of delivery: (i) if to Calvert School at 105 Tuscany Road, Baltimore, Maryland 21210 or such other address as Calvert School shall have furnished the Association with a notice stating a different address; and (ii) if to the Association at _____ or such other address as the Association shall have furnished Calvert School with a notice stating a different address.

8. **Enforcement; Mediation.** In no event shall any monetary judgement or damages be sought or enforced against any Party, by virtue of any breach of this Agreement. The exclusive remedies of any Party to this Agreement shall be an action for specific performance, declaratory relief, or injunctive relief, to enjoin the breaching Party from breaching this Agreement. However, prior to seeking such remedies, either Party may elect to submit an alleged breach of this Agreement to mediation. Such election shall be contained in a notice delivered to the other

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 Ridgemedes, as of the Effective Date.

WITNESS:

CALVERT SCHOOL, INCORPORATED

By: _____
Name: _____
Title: _____

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2026, before me, a Notary Public of said State personally appeared _____, known to me, or satisfactorily proven to be the person whose name is subscribed to this Agreement, and known to be the duly authorized _____ 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: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESS:

TUSCANY-CANTERBURY
NEIGHBORHOOD ASSOCIATION, INC.

By: _____

Name:

Title:

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2026, before me, a Notary Public of said State personally appeared _____, known to me, or satisfactorily proven to be the person whose name is subscribed to this Agreement, and known to be the duly authorized _____ 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.

Notary Public

My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESS:

TUSCANY LOMBARDY COMMUNITY
CORPORATION

By: _____

Name:

Title:

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2026, before me, a Notary Public of said State personally appeared _____, known to me, or satisfactorily proven to be the person whose name is subscribed to this Agreement, and known to be the duly authorized _____ of TUSCANY LOMBARDY COMMUNITY CORPORATION 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: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESS:

THE GARDENS OF GUILFORD
CONDOMINIUM, INC.

By: _____

Name:

Title:

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2026, before me, a Notary Public of said State personally appeared _____, known to me, or satisfactorily proven to be the person whose name is subscribed to this Agreement, and known to be the duly authorized _____ of THE GARDENS OF GUILFORD CONDOMINIUM, 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.

Notary Public

My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESS:

THE RIDGEMEDE AND THE
RIDGEWOOD CONDOMINIUM
ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2026, before me, a Notary Public of said State personally appeared _____, known to me, or satisfactorily proven to be the person whose name is subscribed to this Agreement, and known to be the duly authorized _____ of THE RIDGEMEDE AND THE RIDGEWOOD CONDOMINIUM 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.

Notary Public

My Commission Expires: _____