

TAX ID NO.: 05-03815922

THIS IS A SUPPLEMENTAL INSTRUMENT EXEMPT UNDER §12-108(e) OF THE TAX PROPERTY ARTICLE, THERE IS NO ADDITIONAL CONSIDERATION BEING PAID.

AMENDED AND RESTATED GROUND LEASE

THIS AMENDED AND RESTATED GROUND LEASE ("Lease"), dated as of November 16th, 2018, and effective as of the Commencement Date as defined below, is made by and between MONTGOMERY COUNTY, MARYLAND, a body politic ("**Landlord**"), and WILLOW MANOR AT FAIRLAND, LLLP, a Maryland limited liability limited partnership ("**Tenant**"), with respect to the following facts:

RECITALS

A. Landlord and Tenant entered into a Ground Lease dated July 5, 2018, for that certain 2.11214 +/- acre parcel of real property located at 3300 Briggs Cheney Road, Silver Spring, Montgomery County, Maryland, which real property is described in "**Exhibit A**" (the "Leased Premises"), attached hereto and made a part hereof, together with all rights and interest, if any, of Landlord in and to the land lying in adjacent streets, roads, sidewalks, and alleys and in and to any easements or other rights, privileges, and appurtenances appertaining thereto (together, the "**Land**").

B. Tenant has entered into a HUD-insured loan with AGM Financial Services, Inc. ("**AGM**"), to be insured by the Secretary of the U.S. Department of Housing and Urban Development ("**HUD**"), for the development of the Land into a one hundred twenty-one (121) unit housing development (the "**Project**").

C. Tenant has entered into three (3) loans with the Community Development Administration, a unit of the Department of Housing and Community Development, a principal department of the State of Maryland ("**CDA**"), for the Project.

D. As condition of AGM and CDA making the aforesaid loans to Tenant, this Lease must be revised to, among other things, include the terms and provisions contained in the HUD Lease Addendum.

D. Landlord and Tenant wish to amend and restate the Ground Lease in its entirety to incorporate the terms and provisions of the required HUD Lease Addendum. All references to "property" in the HUD Lease Addendum refer only to Tenant's leasehold interest in the Land.

NOW, THEREFORE, in consideration of the above recitals, and the representations, warranties, covenants and conditions contained herein and for other good and

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valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

DEFINITIONS

As used in this Lease, the following capitalized terms shall have the meanings set forth below:

Additional Rent: As defined in Section 3.1(b), below.

Closing Date. The date that the loans secured by the Permitted Mortgages, as defined hereinbelow, are closed.

Commencement Date: November 30, 2018.

Default Rate: The lesser of (a) the "prime" interest rate announced from time to time in the Wall Street Journal plus two (2) percentage points, or (b) the highest rate permitted by law. The interest rate ascertained as the Default Rate under this Agreement shall change as often as, and when, the prime rate changes or changes in the law occur, as the case may be.

Environmental Hazard: Any hazardous or toxic substance, waste or material, or any other substance, pollutant, or condition that poses a risk to human health or the environment, including, but not limited to: (a) any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq. as amended; (b) petroleum in any form, lead-based paint, asbestos, urea formaldehyde insulation, methane gas, polychlorinated biphenyls, radon, or lead in drinking water, except for ordinary and necessary quantities of office supplies, cleaning materials, and pest control supplies stored in a safe and lawful manner and petroleum products contained in motor vehicles; (c) any underground storage tanks; (d) accumulations of debris, mining spoil, or spent batteries, except for ordinary garbage stored in receptacles for regular removal; or (e) any other condition that could result in liability for an owner or operator of Leased Premises or the Improvements under any federal, state, or local law, rule, regulation, or ordinance.

Environmental Laws: (a) The Clean Air Act; (b) the Clean Water Act; (c) the Resource Conservation and Recovery Act; (d) the Toxic Substance Control Act; (e) the Safe Drinking Water Control Act; (f) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq. as amended; (g) the Occupational Safety and Health Act; (h) the Residential Lead-Based Paint Hazard Reduction Act of 1992, including the Lead-Based Paint Poisoning Prevention Act and the implementing regulations at 24 CFR, part 35; and (i) any other federal, state, or local law, regulation, rule, or ordinance pertaining to public health or employee health and safety.

Event of Default: As defined in Section 12.1 below.

Force Majeure: As defined in Section 21.3, below.

Imposition: All taxes (including possessory interest, real property, ad valorem and personal property taxes), assessments, charges, license fees, municipal liens, levies, excise taxes, impact fees or imposts; whether general or special, ordinary or extraordinary, imposed by any governmental or quasi-governmental authority pursuant to law directly as a result of Tenant's leasehold ownership of Leased Premises or fee ownership of the Improvements located thereon which may be levied, assessed, charged, or imposed, or may be or become a lien or charge upon

Leased Premises or the Improvements, or any part thereof, or upon the leasehold estate hereby created, or any payment in lieu of taxes agreed to between Tenant and the taxing authority.

Improvements: means all repairs, betterments, buildings and improvements existing or hereafter constructed or rehabilitated on the Leased Premises, including without limitation, the one hundred twenty-one (121) unit housing development and any additional parking areas, walkways, landscaping, fencing or other amenities to be developed on the Leased Premises.

Indemnified Parties: Either the Landlord Indemnified Parties or the Tenant Indemnified Parties, as applicable and as defined in Section 8.3; an "**Indemnified Party**" means any individual within either such group, as applicable.

Insurance Proceeds: Any amount received by Tenant from an insurance carrier, after deducting therefrom the reasonable fees and expenses of collection, including but not limited to reasonable attorneys' fees and experts' fees.

Land: As defined as the Recitals.

Landlord's Estate: All of Landlord's right, title, and interest in its fee estate in the Land, its reversionary interest in the Improvements pursuant hereto, and all Rent and benefits due Landlord hereunder.

Land Records: The Land Records of Montgomery County, Maryland.

Lease Expiration Date: (a) That date which is sixty (60) years following the Commencement Date, or (b) that date upon which this Lease is sooner terminated pursuant to the provisions of this Lease or the mutual agreement of the parties hereto, but in no event shall such earlier termination date occur prior to the date that is ten (10) years following the maturity date of the first priority Permitted Mortgage endorsed for insurance by the U.S. Department of Housing and Urban Development.

Leased Premises: As defined as the Recitals.

Legal Requirements: All present and future laws, statutes, requirements, ordinances, orders, judgments, regulations and administrative or judicial determinations, even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the Land or the Improvements now or hereafter enacted or in effect (including, but not limited to, Environmental Laws and those relating to accessibility to, usability by, and discrimination against, disabled individuals), and all covenants, restrictions, conditions, easements and mortgages now or hereafter of record which may be applicable to Tenant or to all or any portion of Leased Premises or the Improvements, or to the use, occupancy, possession, operation, maintenance, alteration, repair or restoration of any of the Improvements, even if compliance therewith necessitates structural changes to the Improvements or the making of Improvements, or results in interference with the use or enjoyment of all or any portion of the Leased Premises or the Improvements.

Mortgagee: Any one or more holders of a beneficial interest in the Tenant's Estate with a secured position under any Permitted Mortgage.

Permitted Encumbrances: Those matters described in **Exhibit "B"** attached hereto (a) affecting the Landlord's title to the Land, all of which have been approved by the Tenant and (b)

affecting the Tenant's title to the Land and Improvements, all of which have been approved by the Landlord.

Permitted Mortgage(s): Any deed(s) of trust and other collateral security instruments with a maturity date that does not extend beyond the term of the Tenant's Estate (including, without limitation, financing statements, security agreements and other documentation) serving as security for one or more loans (otherwise permitted to be incurred hereunder) which encumber Tenant's Estate, together with any modification, substitution, amendment, extension, increase, refinancing, replacement or recasting (otherwise permitted to be incurred hereunder) thereof as described in **Exhibit "C"** attached hereto.

Permitted Mortgagee(s): The lender(s) or designated beneficiary, and their respective successors and assigns, under any Permitted Mortgage.

Project: As defined in the Recitals.

Rent: All sums due and payable to Landlord by Tenant hereunder.

Site Plan: The Site Plan for Willow Manor at Fairland numbered 820170050 and approved by the Board of Appeals of Montgomery County by Opinion of the Board, adopted May 8, 2018, and effective May 8, 2018, copies of which are attached hereto as **Exhibit "D"**, approving the Project for use and development of the Land.

Sublease: Any present or future lease or use or occupancy agreement entered into in accordance with Article 14 below, and any modification, extension or termination of any of the foregoing entered into in accordance with Article 14 below, the term of which does not extend beyond the term of the Tenant's Estate.

Subtenant: Any person or entity entitled to the use of all or any portion of the Improvements under any Sublease.

Surplus Cash. Shall be as defined in the Regulatory Agreement for Multifamily Housing Projects by and between the Tenant and HUD and executed in connection with the loan secured by the Permitted Mortgage to AGM.

Tax Credit Investor: Tenant's investor limited partner.

Tenant's Estate: All of Tenant's right, title and interest in its leasehold estate in the Land, its fee estate in the Improvements and its interest under this Lease for the Term.

Term: The term of this Lease from the Commencement Date to the Lease Expiration Date.

Utilities: As defined in Section 4.3, below.

ARTICLE 1

DEMISE OF LAND

1.1 **Demise.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Land for the Term, at the Rent, and upon all of the covenants and conditions set forth herein; provided, however, that if within one hundred eighty (180) days of the

Commencement Date, Tenant has not commenced construction of the Project, this Lease shall be deemed null and void *ab initio* upon recordation by Landlord of a notice to that effect.

Landlord hereby delivers possession of the Land to Tenant, subject to the following matters to the extent that they affect the Land:

- (a) Permitted Encumbrances to the extent valid and subsisting and affecting the Land as of the Commencement Date;
- (b) The effect of all present building restrictions and regulations and all present zoning laws, ordinances, resolutions, and regulations of Montgomery County, Maryland and all present ordinances, regulations and orders of all boards, bureaus, commissions, and bodies of Montgomery County, Maryland and any state or federal agency, now having, or hereafter having acquired, jurisdiction over the Land and the use and improvement thereof;
- (c) The condition of the Land on the Commencement Date;
- (d) All taxes, duties, assessments, special assessments, water charges and sewer rents, and any other Impositions, accrued or unaccrued, fixed or not fixed, prorated as hereinafter more fully provided; and
- (e) Present violations of law, ordinances, orders or requirements that might be disclosed by an examination and inspection or search of the Land by any federal, state, county or municipal department or authority having jurisdiction, as the same may exist on the Commencement Date.

1.2 **Recordation.** This Lease shall be recorded at the expense of Landlord.

1.3 **Recitals.** The Recitals above are incorporated into the Lease as if fully set forth herein.

ARTICLE 2

TERM

This Lease shall commence on the Commencement Date and, unless this Lease is terminated earlier as provided in Section 1.1 or under an Event of Default not cured by a Permitted Mortgagee, shall expire on the Lease Expiration Date.

ARTICLE 3

RENT

3.1 **Payment of Rent.** Tenant shall pay Rent during the Term to Landlord as follows:

- (a) **Rent.** For each of the first five (5) years of the Lease, the annual rent payment is One Dollar (\$1.00). Beginning on the sixth anniversary of the Commencement Date,

the annual rent payment is Seventy-Five Thousand Dollars (\$75,000) and thereafter, the annual rent payment is increased by two percent (2%) each year until the expiration of the Term. The Rent is payable in advance with the annual payment for the first five years due on the Closing Date and, thereafter, for each year of the Term, on the anniversary of the Commencement Date. Notwithstanding anything to the contrary contained herein, the annual two percent (2%) rental increase shall be payable from Surplus Cash to the extent it is available and in the order set forth in the Tenant's partnership agreement. If in any given year, there are insufficient funds from Surplus Cash to pay the rental increase, the amount so unpaid shall accrue, and shall be paid in the next year that there are sufficient funds in Surplus Cash to pay all, or any outstanding portion, of the arrearages.

(b) **Additional Rent.** Tenant shall pay additional rent as provided elsewhere in this Lease. If under the terms of this Lease, Tenant is obligated to pay additional rent to a party other than Landlord, Landlord may, if Tenant fails to make the payment as herein required within the grace period and after notice as provided herein, make the payment on Tenant's behalf. If Landlord makes such a payment, then Tenant shall pay the additional rent, together with interest thereon which shall accrue at the Default Rate from the time of Landlord's payment until Landlord receives full reimbursement from Tenant.

3.2 **Manner of Payment.** Rent to be paid to Landlord shall be paid in legal tender for the payment of public and private debts, without counterclaim, set off or deduction of any kind or nature whatsoever and without demand, to Landlord at such address as Landlord may from time to time designate in writing.

3.3 **Records.** Tenant will keep at its principal offices true and complete records and books of account relating to the Land and Improvements in accordance with generally accepted accounting principles reflecting all matters to be covered by statements which Tenant is obligated by this Lease to furnish to Landlord. Landlord may at any reasonable time, at its expense, examine, copy, and audit (or cause to be examined and audited by an independent certified public accountant selected by Landlord) such records and books of account of Tenant.

3.4 **All Rent to be Net.** All Rent shall be absolutely net to Landlord so that this Lease shall yield to Landlord the full amount of the Rent throughout the Term without deduction or offset, such that Tenant shall pay any and all costs associated with ownership, operation, maintenance, and repair of the Land and the Improvements, including without limitation, the Impositions and the Utilities.

ARTICLE 4

PAYMENT OF TAXES AND OTHER CHARGES

4.1 **Payment of Impositions.** Beginning on the Commencement Date and continuing for the entire Term, Tenant covenants and agrees (except as specifically otherwise provided in Section 4.2 below) to pay and discharge or cause to be paid and discharged all Impositions for the Land and the Improvements thereon promptly before delinquency and before any fine, interest, or penalty shall be assessed by reason of its nonpayment. If, at any time during the Term the methods of taxation prevailing on the Commencement Date shall be so altered so that in lieu of any Imposition described in this Section 4.1 there shall be levied, assessed, or imposed

an alternate tax, however designated, such alternate tax shall be deemed an Imposition for the purpose of this Article and Tenant shall pay and discharge such Imposition as provided by this Article. If the Commencement Date is a day other than the first day of a "tax" or "fiscal" year, i.e., July 1 (a "**Tax Year**"), all such Impositions shall be prorated such that Tenant shall be responsible only for those Impositions payable in connection with the Land and the Improvements following the Commencement Date, such proration to be based on the ratio that the number of days in such fractional Tax Year bears to three hundred sixty-five (365). Payment of Impositions with respect to the final Tax Year within the Term shall be similarly prorated. Notwithstanding the foregoing, if prior to the Commencement Date or after the conclusion of the Term of this Lease, any Imposition is not payable with respect to the Land because Landlord is exempt under applicable law from paying such Imposition, then such Imposition shall not be prorated, and Tenant shall be responsible for one hundred percent (100%) of such Impositions attributable to the period following the Commencement Date and prior to the expiration or conclusion of the Term of this Lease, as the case may be.

4.2 **Contesting Impositions.** In the event that Tenant shall desire to contest or otherwise review by appropriate legal or administrative proceeding any Imposition, Tenant shall give Landlord written notice of its intention to so contest same; after giving such notice to Landlord, Tenant shall not be in default hereunder by reason of the non-payment of such Imposition if Tenant shall have (a) obtained and furnished to the applicable taxing authority (other than Landlord) a bond or other security to the extent required by applicable law, (b) established reserves sufficient to pay such contested Imposition and all penalties and interest that may be reasonably payable in connection therewith, and (c) timely initiated and diligently and continuously pursue such contest or review. Any such contest or other proceeding shall be conducted solely at Tenant's expense and free of expense to Landlord. Tenant shall pay the amount so determined to be due as a result of such contest or review, together with all costs, expenses, interest, and penalties related thereto.

4.3 **Utilities.** All water, gas, electricity, or other public utilities (the "**Utilities**") used upon or furnished to the Land and the Improvements during the Term hereof shall be promptly paid by Tenant as billed and prior to delinquency.

4.4 **Common Areas—Construction, Maintenance and Liability Obligations.** Any obligations or covenants of Landlord or Tenant with respect to the maintenance of any driveway, sidewalk, park or other semi-public area adjoining the Project are set forth in **Exhibit "E"** to this Lease.

4.5 **Payment by Landlord.** Unless Tenant is contesting any Impositions as provided in strict compliance with Section 4.2 above, Landlord may, at any time after the date any Imposition is delinquent, give written notice to Tenant specifying same, and if Tenant continues to fail to pay or contest such Imposition, then at any time after ten (10) days from Tenant's receipt of such written notice, Landlord may (but shall not be obligated to) pay the Imposition specified in said notice. Tenant covenants to reimburse and pay Landlord any amount so paid or expended in the payment of such Imposition upon demand therefor, with interest thereon at the Default Rate from the date of such payment by Landlord until full reimbursement by Tenant.

ARTICLE 5

ENCUMBRANCE OF TENANT'S ESTATE: MORTGAGEE PROTECTION

5.1 ***Encumbrance of Tenant's Estate.*** Tenant shall have the right to encumber Tenant's Estate or any portion thereof or interest therein pursuant to one or more Permitted Mortgages, provided Tenant shall refrain from encumbering or purporting to encumber, by means of a Permitted Mortgage or otherwise, any portion of the Landlord's Estate. Tenant shall, promptly following its receipt of any notice of default or other notice of the acceleration of the maturity of a Permitted Mortgage from a Mortgagee, deliver a true and correct copy thereof to Landlord.

5.2 ***Mortgagee Protections.*** Provided that any Mortgagee provides Landlord with a conformed copy of each Permitted Mortgage which contains the name and address of such Mortgagee, and provided such Permitted Mortgage complies with the terms hereof, the parties hereto hereby covenant and agree as follows:

(a) ***No Termination.*** No action by Tenant or Landlord to cancel, surrender, convey, terminate, or materially modify the terms of this Lease or the provisions of this Article 5 shall be binding upon a Mortgagee without its prior written consent.

(b) ***Notices.*** If Landlord shall give any notice, demand, election or other communication which may adversely affect the security for a Permitted Mortgage, including without limitation a notice of an Event of Default (as defined in Article 12 below) hereunder (hereinafter collectively "***Notices***"), to Tenant hereunder, Landlord shall simultaneously give a copy of each such Notice to each Mortgagee at the address designated by it. Such copies of Notices shall be sent by Landlord and deemed received as described in Article 16 below. No Notice given by Landlord to Tenant shall be binding upon or affect a Mortgagee unless a copy of said Notice shall be given to such Mortgagee pursuant to this Section. In the case of an assignment of any Permitted Mortgage or change in address of any Mortgagee, said assignee or Mortgagee, by written notice to Landlord, may change the address to which such copies of Notices are to be sent. Landlord shall not be bound to recognize any assignment of any Permitted Mortgage unless and until Landlord shall be given written notice thereof, a copy of the executed assignment and the name and address of the assignee. Thereafter, such assignee shall be deemed to be the Mortgagee hereunder with respect to such Permitted Mortgage being assigned. If any Permitted Mortgage is held by more than one person, corporation or other entity, no provision of this Lease requiring Landlord to give Notices or copies thereof to such Mortgagee shall be binding upon Landlord unless and until all of said holders shall designate in writing one of their number to receive all such Notices and an original executed counterpart of such designation has been provided to Landlord.

(c) ***Performance of Covenants.***

(i) The Mortgagee shall have the right to perform any term, covenant or condition and to remedy any Event of Default by Tenant hereunder within the time periods specified herein, plus the additional time as set forth in subsection (e) below, and Landlord shall accept such performance with the same force and effect as if furnished by Tenant;

provided, however, that said Mortgagee shall not thereby or hereby be subrogated to the rights of Landlord.

(ii) Under the terms of any Permitted Mortgage on the Project, the Landlord shall have the right to perform any term, covenant or condition and to remedy any event of default by Tenant under the terms of any Permitted Mortgage secured against the Lease and the Improvements. The Landlord shall have thirty (30) business days following the Mortgagee's delivery to the Landlord of a notice of an event of a monetary default to cure the default and one hundred eighty (180) calendar days following the Mortgagee's delivery to the Landlord of a notice of an event of a non-monetary default to cure the non-monetary default. The Mortgagee shall accept such performance with the same force and effect as if furnished by the Tenant; provided, however, that the Landlord must not be required to cure Tenant's default and the Mortgagee must not require the Landlord to be subrogated to the rights of the Mortgagee.

(d) **Delegation to Mortgagee.** Tenant may delegate irrevocably to the Mortgagee the non-exclusive authority to exercise any or all of Tenant's rights hereunder, but no such delegation shall be binding upon Landlord unless and until either Tenant or the Mortgagee shall give to Landlord a true copy of a written instrument effecting such delegation. Such delegation of authority may be effected by the terms of the Permitted Mortgage itself, in which case service upon Landlord of an executed counterpart or conformed copy of said Permitted Mortgage in accordance with this Article 5, together with written notice specifying the provisions therein which delegate such authority to said Mortgagee, shall be sufficient to give Landlord notice of such delegation.

(e) **Default by Tenant.** In the event of an Event of Default by Tenant in the payment of any monetary obligation hereunder, Landlord agrees not to terminate this Lease unless and until Landlord provides written notice of such Event of Default to any Mortgagee and such Mortgagee shall have failed to cure such Event of Default within one hundred eighty (180) days following delivery of such notice. In the event of an Event of Default by Tenant in the performance or observance of any non-monetary term, covenant, or condition to be performed by it hereunder, Landlord agrees not to terminate this Lease unless and until Landlord provides written notice of such Event of Default to any Mortgagee and such Mortgagee shall have failed to cure such Event of Default within one hundred eighty (180) days following the expiration of any grace or cure periods granted Tenant herein; provided, however, if such Event of Default cannot practicably be cured by the Mortgagee without taking possession of the Improvements, or if such Event of Default is not susceptible of being cured by the Mortgagee, then Landlord shall not terminate this Lease if and as long as:

(i) In the case of an Event of Default which cannot practicably be cured by the Mortgagee without taking possession of the Improvements, the Mortgagee has delivered to Landlord, prior to the date on which Landlord shall be entitled to give notice of lease termination, a written undertaking wherein the Mortgagee agrees that it will cure such Event of Default;

(ii) In the case of an Event of Default which cannot practicably be cured by the Mortgagee without taking possession of the Improvements, said Mortgagee shall proceed diligently to obtain possession of the Improvements as Mortgagee (including possession by receiver), and, upon obtaining such possession, shall proceed diligently to cure such Event of

Default in accordance with the undertaking delivered pursuant to Subsection (i) above but in no event later than one hundred eighty (180) days after obtaining possession, unless such Event of Default results from Tenant's failure to substantially complete the construction of the Improvements, in which case the default must be cured by completing the construction of the Improvements as required hereunder by no later than May 30, 2020; and

(iii) In the case of an Event of Default which is not susceptible to being cured by the Mortgagee (for example, the insolvency of Tenant), the Mortgagee may institute foreclosure proceedings and, if so instituted, shall diligently prosecute the same to completion (unless in the meantime it shall acquire Tenant's Estate hereunder, either in its own name or through a designee or nominee, by assignment in lieu of foreclosure) and upon such completion of foreclosure or acquisition, such Event of Default shall be deemed to have been cured.

(iv) The Mortgagee shall not be required to obtain possession or to continue in possession as Mortgagee of the Improvements pursuant to Subsection (ii) above, or to continue to prosecute foreclosure proceedings pursuant to Subsection (iii) above, after such Event of Default shall be cured. Nothing herein shall preclude Landlord from exercising any of its rights or remedies with respect to any other Event of Default by Tenant during any period of such forbearance, but in such event the Mortgagee shall have all of its rights provided for herein. If the Mortgagee, its nominee or a purchaser in a foreclosure sale shall acquire title to Tenant's Estate hereunder and shall cure all Events of Default which are susceptible of being cured by the Mortgagee or by said purchaser, as the case may be, then prior Events of Default which are not susceptible to being cured by the Mortgagee or by said purchaser shall no longer be deemed Events of Default hereunder if such Mortgagee or purchaser enters into a written agreement with the Landlord providing that the Land will continue to be used for the Project in accordance with the terms of this Lease.

(f) **Foreclosure.** Foreclosure of any Permitted Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Permitted Mortgage or any conveyance of the leasehold estate hereunder from Tenant to any Mortgagee or its designee or nominee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of Landlord nor shall they constitute a breach of any provision of or a default under this Lease if Landlord was first given notice of the Event of Default under the Mortgage and an opportunity to cure. Upon such foreclosure, sale or conveyance Landlord shall recognize the Mortgagee or such designee as the Tenant hereunder. If any Mortgagee or other third party shall acquire Tenant's Estate as a result of a judicial or nonjudicial foreclosure under any Permitted Mortgage, or by means of a deed in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, such Mortgagee or such other third party purchaser shall thereafter have the right to further assign or transfer Tenant's Estate to an assignee upon such assignee's execution of a written agreement with the Landlord that the Land will continue to be used for the Project in accordance with the terms of this Lease. Upon such acquisition of Tenant's Estate as described in the preceding sentence by Mortgagee or its designee or nominee, Landlord shall promptly execute an assignment of this Lease to such Mortgagee upon the written request therefor by such Mortgagee or its designee or nominee given not later than one hundred twenty (120) days after such party's acquisition of the Tenant's Estate if such Mortgagee or its designee or nominee has entered into a written agreement with the Landlord that the Land will continue to be used for the Project in accordance with the terms of this Lease. Such new ground lease shall be substantially

similar in form and content to the provisions of this Lease, except with respect to the parties thereto, the term thereof (which shall be co-extensive with the remaining Term hereof), and the elimination of any requirements which have been fulfilled by Tenant prior thereto, and such new ground lease shall have priority equal to the priority of this Lease. Upon execution and delivery of such new ground lease, Landlord shall cooperate with the new Tenant, at the sole expense of said new Tenant, in taking such action as may be necessary to cancel and discharge this Lease and to remove Tenant named herein from the Land.

(g) ***Mortgagee Loss Payable.*** Landlord agrees that the names of each Mortgagee shall be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant under this Lease on condition that the insurance proceeds are to be applied in the manner specified herein.

(h) ***New Lease.*** Landlord agrees that in the event of termination of this Lease by reason of any Event of Default by Tenant, or by reason of the disaffirmance hereof by a receiver, liquidator, or trustee for Tenant or its property, Landlord will enter into a new lease of the Leased Premises with the most senior Mortgagee or its designee or nominee, or such other Mortgagee, or its designee or nominee, if the senior Mortgagee declines to enter into a new lease, requesting a new lease for the remainder of the Term, effective as of the date of such termination, at the Rent and upon the terms, provisions, covenants and agreements herein contained and subject to the rights, if any, of any subtenants then in possession of any part of the Leased Premises, provided:

(i) The Mortgagee shall make written request upon Landlord for the new lease within sixty (60) days after the date of termination.

(ii) The Mortgagee shall pay to Landlord at the time of the execution and delivery of the new lease any and all sums which would, at the time of the execution and delivery thereof, be due and unpaid pursuant to this Lease but for its termination, and in addition thereto any expenses, including reasonable attorneys' fees, to which Landlord shall have been subjected by reason of the Event of Default.

(iii) The Mortgagee or its designee or nominee shall perform and observe all covenants herein contained on Tenant's part to be performed which are susceptible to being performed by the Mortgagee or its designee or nominee, and shall further remedy any other conditions which Tenant under the terminated Lease was obligated to perform under its terms, to the extent the same are curable or may be performed by the senior Mortgagee or its designee or nominee.

(iv) The tenant under the new lease shall have the same right, title, and interest in and to all Improvements located on Leased Premises as Tenant had under the terminated Lease immediately prior to its termination.

(v) Notwithstanding anything to the contrary expressed or implied elsewhere in this Lease, any new lease made pursuant to this Section 5.2(h), shall be prior to any Permitted Mortgage or other lien, charge or encumbrance on the Land or the Improvements, to the same extent as the terminated Lease (immediately prior to its termination), and shall be accompanied by a conveyance of title to the existing Improvements (free of any mortgage, deed of trust, lien, charge, or encumbrance created by Landlord) for a term of years equal to the term of the new lease, subject to the reversion in favor of Landlord upon expiration

or sooner termination of the new lease. The rights granted any Mortgagee to a new lease shall survive any termination of this Lease; however, in all events, Mortgagee's rights under a new lease shall expire upon the expiration of the Term.

(vi) If a Mortgagee shall elect to demand a new lease under this Section 5.2(h), Landlord agrees, at the request of, on behalf of and at the sole cost and expense of the Mortgagee, to institute and pursue diligently to conclusion any appropriate legal remedy or remedies to oust, eject, or remove the original Tenant from the Leased Premises. Such Mortgagee shall indemnify and hold harmless Landlord for any losses, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of Landlord's compliance with the provisions of this subparagraph.

(vii) Unless and until Landlord has received notice from all Mortgagees that the Mortgagees elect not to demand a new lease as provided in Section 5.2(h), or until the period therefore has expired, Landlord shall not cancel or agree to the termination or surrender of any existing Subleases nor enter into any new subleases hereunder without the prior written consent of the Mortgagee.

(i) **No Obligation to Cure.** Nothing herein contained shall require any Mortgagee to enter into a new lease pursuant to Section 5.2 above, or to cure any default of Tenant referred to above.

(j) **No Personal Liability.** In the event any Mortgagee or its designee or nominee becomes the Tenant under this Lease or under any new lease obtained pursuant to either Section 5.2(f) or 5.2(h) above, the Mortgagee or its designee or nominee shall, with the exception of liens against the Land that are superior to Mortgagee's interest, be personally liable for the obligations of Tenant under this Lease or a new lease only for the period of time that the Mortgagee or its designee or nominee remains the actual beneficial holder of the Tenant's Estate, and only to the extent provided in this Lease or such new lease, but, with the exception of liens against the Land that are superior to Mortgagee's interest, a Mortgagee shall not have any personal liability for the obligations of Tenant first arising prior to the date such Mortgagee, or its designee or nominee, succeeded to the interests of the Tenant under this Lease or pursuant to a new lease. No Mortgagee shall have any personal liability beyond its interest in the Improvements for the performance or payment of any covenant, liability, warranty or obligation hereunder or under any new lease, new agreement or other agreement entered into in connection herewith, and the Landlord agrees that it shall look solely to the interests of such Mortgagee in the Improvements for payment or discharge of any such covenant, liability, warranty or obligation. All liens superior to the Mortgagee's interest must be resolved to the satisfaction of the Landlord before the Landlord will either recognize the Mortgagee or its designee or nominee as the Tenant or before the Landlord will enter into a new lease with the Mortgagee or its designee or nominee for the period remaining under the Term of the Lease.

(k) **Insurance and Condemnation Proceeds.** No partial casualty or condemnation shall result in a termination of this Lease. The proceeds from any insurance policies or awards arising from a condemnation shall be paid to and distributed pursuant to Sections 10.4 and 11.2 below.

(l) **Material Notices.** The parties hereto shall promptly give each Mortgagee notice of any arbitration, litigation, or condemnation proceedings, or of any pending

adjustment of insurance claims as each may relate to the Improvements, and any Mortgagee shall have the right to intervene therein and shall be made a party to such proceedings. The parties hereto do hereby consent to such intervention. In the event that any Mortgagee shall not elect to intervene or become a party to the proceedings, such Mortgagee shall receive notice and a copy of any award or decision made in connection therewith.

(m) **Separate Agreement.** Landlord shall, upon request, execute, acknowledge and deliver to each Mortgagee, an agreement prepared at the sole cost and expense of Tenant, in form satisfactory to each Mortgagee, between Landlord, Tenant, and the Mortgagees, agreeing to all of the provisions hereof.

(n) **Further Amendments.** Landlord and Tenant hereby agree to cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by any proposed Mortgagee for the purpose of implementing the Mortgagee protection provisions contained in this Lease and allowing such Mortgagee reasonable means to protect or preserve the lien of the Permitted Mortgage, as well as such other documents containing terms and provisions customarily required by Mortgagees (taking into account the customary requirements of their participants, syndication partners, or ratings agencies) in connection with any such financing. Landlord and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement reasonably necessary to effectuate any such amendment as well as such other documents containing terms and provisions customarily required by lenders in connection with any such financing, provided, however, that any such amendment shall not in any way affect the Term or Rent under this Lease or otherwise in any material respect adversely affect any rights of Landlord under this Lease.

(o) **Tax Credit Investor's Opportunity to Replace Tenant's General Partner.** Except as provided in paragraph (e) of the HUD Lease Addendum attached hereto and subject to Section 12.3(e) of this Lease, Landlord agrees that it will take no action to effect a termination of this Lease by reason of any default without first giving to the Tax Credit Investor reasonable notice, in writing at the address provided in Article 16, below, and a reasonable time not to exceed one hundred eighty (180) days after it is given written notice of default, to install (by addition or substitution) a new general partner of Tenant and cause the new general partner to cure such default; provided, that (1) as a condition of such forbearance, Landlord must receive notice of the substitution of a new general partner of Tenant within sixty (60) days following notice to the Tax Credit Investor, and (2) Tenant, following such addition or substitution of general partner, shall thereupon proceed with due diligence to cure such default.

ARTICLE 6

POSSESSION, USE, COMPLIANCE WITH LAWS, MAINTENANCE AND REPAIRS

6.1 **Possession.** Tenant acknowledges that as of the Commencement Date it shall have made such inspections as deemed necessary by Tenant, and Tenant shall accept possession of Leased Premises in its "AS IS" condition existing as of the Commencement Date.

6.2 **Construction of Project; Completion.** Tenant covenants that it shall commence construction of the Project within one hundred twenty (120) days following the Commencement Date and will diligently and in good faith pursue completion of the Project in accordance with

the terms of its contracts and the requirements of its construction financing under any Permitted Mortgage, if any, and in all events, shall complete the Improvements on or before one (1) year from the Commencement Date hereof (unless such failure results from any Force Majeure Event).

6.3 Construction Coordination. Tenant acknowledges and agrees that the Property is used on a daily basis for, among other uses, the Montgomery County's East County Regional Services Center ("ECRS") and its clients. Prior to commencing construction, Tenant must coordinate with the Director of ECRS (or his appointee), the Director of the Montgomery County Department of Recreation (or his appointee), the Deputy Chief of the Montgomery County Division of Facilities Management (or his appointee), the Director of the Montgomery County Department of Housing and Community Affairs (or his appointee), and the Director of the Montgomery County Department of General Services (or his appointee) (collectively referred to as the "County Staff") to set up one or more preconstruction meetings to determine construction timing and methods so that adverse impacts on the ECRSC building and its operations are minimized and reasonable access to the building by the ECRSC clients is maintained.

Prior to commencing construction, Tenant must also develop a schedule for monthly construction updates and clear lines of communication with County Staff to be used during the construction of the Project. The monthly construction update schedule shall not be altered without the consent of County Staff.

Tenant must also provide County Staff with an emergency contact person who can be reached at any time so that emergencies can be immediately addressed.

6.4 Use. Subject to the provisions of this Article 6, Tenant may use Leased Premises for approximately one hundred twenty-one (121) mixed-income senior residential housing units. The one hundred twenty-one (121) residential housing units must be subleased to persons or households with at least (i) six (6) of the residential housing units reserved for, and rented to, persons or households whose income does not exceed 50% of the HUD Area Median Income (AMI) for the Washington Metropolitan Statistical Area (WMSA), (ii) six (6) of the residential housing units reserved for, and rented to, persons or households whose income does not exceed 30% AMI or, in the event that the federal National Housing Trust Funds restrictions apply, whose income does not exceed the Federal Poverty Line, as contained in the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. §9902(2), whichever is greater; (iii) forty-eight (48) of the residential housing units reserved for, and rented to, persons or households whose income does not exceed 60% AMI and (iii) sixty-one (61) of the residential units may be rented at market rental rates without regard to household incomes.

6.5 Compliance With Laws. Subject to the provisions of Article 8 below, Tenant shall comply with all Legal Requirements in the use, occupation, control, and enjoyment of the Leased Premises and in the prosecution and conduct of its business thereon. Tenant shall have the right, at its own cost and expense, to contest or review by appropriate legal or administrative proceeding the validity or legality of any such Legal Requirement, and during such contest Tenant may refrain from complying therewith provided that compliance therewith may legally be held in abeyance without subjecting Landlord to any liability, civil or criminal, of whatsoever nature for failure so to comply therewith and without the incurrence of a lien, charge, or liability

against the Land or Landlord's Estate, and provided further that all such proceedings shall be prosecuted by Tenant with due diligence.

6.6 **Maintenance.** Tenant shall, during the Term hereof, repair, keep, and maintain the Land and the Improvements in compliance with all Legal Requirements and Exhibit E and in good order and repair, and shall allow no nuisance to exist or be maintained therein. Except as provided in Section 4.4 and Exhibit E, Landlord shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to Leased Premises or the Improvements.

ARTICLE 7

CHANGES, ALTERATIONS AND NEW CONSTRUCTION

7.1 **Generally.** Tenant shall have the right to construct, alter, repair, restore, replace, or reconstruct any of the Improvements located on the Leased Premises, provided that all such work shall be performed by Tenant in compliance with this Article 7.

7.2 **Title to Improvements.** All Improvements constructed or installed upon Leased Premises by Tenant at any time prior to the Lease Expiration Date shall be and thereafter remain real property, and are and shall be the property of Tenant; provided, however, that upon the Lease Expiration Date, title to such Improvements shall vest in Landlord and the same shall become the property of Landlord. Notwithstanding anything to the contrary contained in this Section, Tenant hereby covenants and agrees to promptly execute and acknowledge (at no cost or expense to Tenant) a quitclaim deed or any other documentation reasonably required by Landlord to effectuate the provisions of this Section. Tenant's covenant to execute and acknowledge a quitclaim deed or other document as provided in this 7.2 shall survive the Lease Expiration Date.

7.3 **No Liens on Fee.** Landlord's interest in the Land shall not be subjected to liens of any nature by reason of Tenant's construction, alteration, repair, restoration, replacement, or reconstruction of any Improvements on the Land, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens, real property assessment, judgment liens and the like. All persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Improvements constructed thereon or furnishings contained therein) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, replacement, or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right, or authority to subject Landlord's interest in the Land to any mechanic's or materialmen's lien or claim of lien of any kind.

7.4 **Beneficial Rights and Uses.** Tenant shall have the right to exercise and use those rights and uses as established for the benefit of the Project and the Land pursuant to Declaration of Covenants recorded in Book 56774, Page 231 among the Land Records of Montgomery County, Maryland.

ARTICLE 8

ENVIRONMENTAL MATTERS

8.1 ***Environmental Compliance.*** Beginning on the Commencement Date, Tenant shall at all times comply with applicable Environmental Laws affecting Leased Premises and the Improvements. Tenant shall at its own expense maintain in effect any permits, licenses, or other governmental approvals relating to Environmental Hazards, if any, required for Tenant's use, and cause each Subtenant to maintain in effect any such permits, licenses, or other governmental approvals, if any, required for such Subtenant's use of Leased Premises and the Improvements. Tenant shall make all disclosures required of Tenant by any such Environmental Laws, and shall comply with all orders with respect to Tenant's and its employees', agents', contractors' and invitees' use of the Land and the Improvements, issued by any governmental authority having jurisdiction over Leased Premises and the Improvements, and take all action required by such governmental authorities to bring Tenant's and its employees', agents', contractors', and invitees' activities on the Leased Premises and the Improvements into compliance with all Environmental Laws affecting Leased Premises and the Improvements, as applicable.

8.2 ***Notices.*** If at any time Tenant or Landlord becomes aware, or has reasonable cause to believe, that any actionable level of Environmental Hazard has been released or has otherwise come to be located on, in or beneath the Land or the Improvements, such party shall immediately upon discovering the release or the presence or suspected presence of the Environmental Hazard, give written notice of that condition to the other party. In addition, the party first learning of the release or presence of an actionable level of Environmental Hazard on, in or beneath the Land or the Improvements shall immediately notify the other party in writing of: (a) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Laws; (b) any claim made or threatened by any person against Landlord, Tenant, or the Land or the Improvements arising out of or resulting from any actionable level of Environmental Hazard; and (c) any reports made to any local, state, or federal environmental agency arising out of or in connection with any actionable level of Environmental Hazard.

8.3 ***Indemnity.***

(a) ***By Landlord.*** Subject to appropriation and the limits under the Local Government Tort Claims Act, Landlord shall indemnify, defend, protect, and hold harmless Tenant, Tenant's Affiliates, and their respective partners, members, shareholders, trustees, beneficiaries, officers, directors, employees, attorneys, agents, heirs, representatives, successors, and assigns, and any Mortgagee, its officers, directors, agents, employees and its successors in interest and assigns ("***Tenant Indemnified Parties***"), from any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs, or expenses (including reasonable attorneys', consultants', and expert fees) (collectively, "***Claims***") arising from, related to, or in connection with the death of or injury to any person or damage to any property arising from or caused in whole or in part, directly or indirectly, by the presence in, on, under, or about the Land, and the Improvements thereon, or any discharge or release in or from the Land and the Improvements of any Environmental Hazard, to the extent that any such Environmental Hazard was present on the Land prior to the Commencement Date, or in the event of any discharge or

release of any Environmental Hazard is caused by Landlord's activities or the activities of any of Landlord's employees, agents, contractors, or invitees. However, Landlord shall not indemnify the Tenant Indemnified Parties if any release or discharge of an Environmental Hazard and any injury resulting therefrom is caused, or exacerbated, by the Tenant or if any injury is the result of an unauthorized or unlawful entry into or upon the Land by the Tenant, its Subtenants or its employees, agents, contractors, or invitees.

(b) **By Tenant.** Tenant shall indemnify, defend, protect, and hold harmless Landlord and Landlord's employees, contractors, representatives, successors and assigns, ("**Landlord Indemnified Parties**"), from and against any and all Claims arising from, related to, or in connection with the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under, or about the Land and the Improvements thereon or any discharge or release in or from the Land and the Improvements of any Environmental Hazard, to the extent that any such Environmental Hazard is first brought upon the Land by the Tenant or any of Tenant's Subtenants, employees, agents, contractors, or invitees on or after the commencement date of that certain General Development Agreement, Option to Lease dated October 25, 2016 by and between the Landlord and the Tenant and a Right of Entry Agreement dated June 4, 2015 by and between Landlord and Tenant, (ii) any discharge, release or exacerbation of any Environmental Hazard caused by Tenant's negligence, or the negligence of any of Tenant's Subtenants, employees, agents, contractors, or invitees, or (iii) Tenant's failure to comply with its covenants under Section 8.1 or Exhibit E.

(c) **Costs Included; Survival.** The indemnity obligations created hereunder shall include, without limitation, whether foreseeable or unforeseeable, any and all costs incurred in connection with any site investigation, and any and all costs for repair, cleanup, detoxification or decontamination, or other remedial action. The obligations of the parties hereunder shall survive the expiration or earlier termination of the Term.

ARTICLE 9

INSURANCE AND INDEMNIFICATION

9.1 **Insurance.** Tenant, at its sole cost and expense, shall upon the Commencement Date and throughout the entire Term, keep Leased Premises and the Improvements insured against liability, loss and/or damage per attached **Exhibit "F"**. All policies of insurance shall name the Landlord as an additional insured.

9.2 **Copies to Landlord.** Upon the execution and delivery of this Lease and thereafter not less than thirty (30) days prior to the expiration date of any insurance policy delivered pursuant to this Article, Tenant shall deliver to Landlord copies of all policies of insurance required. Pending issuance of such policies, Tenant may deliver to Landlord a commitment evidencing the coverage required under this Lease via a binder issued by the respective carrier(s).

9.3 **Adjustment of Loss.** Any loss under any policy of insurance required to be furnished under this Lease shall be adjusted solely by Tenant.

9.4 **Unearned Premiums.** The unearned premiums on all insurance policies in force at the end of the Term which Landlord desires to keep in effect shall be reimbursed by Landlord to Tenant and, upon such reimbursement, Tenant shall transfer to Landlord all of Tenant's interest in such insurance policies.

9.5 **Indemnification.** The Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal or bodily injury and/or damage to property arising from or out of any occurrence upon or at the Land, or the occupancy or use by the Tenant of the Land or any part thereof, or the Tenant's use of the Land occasioned wholly or in part by any act or omission of the Tenant, its agents, contractors, or employees, except to the extent such claims arise out of the wrongful acts or omissions of the Landlord, Landlord's agents, and employees. The Tenant shall indemnify the Landlord against any penalty, damage or charge incurred or imposed by reason of the Tenant's violation of any law or ordinance.

9.6 **Additional Insurance.** Notwithstanding anything to the contrary contained in the HUD Lease Addendum, to the extent that the Landlord's insurance requirements exceed the minimum amounts required by HUD and AGM, as provided for in paragraph (d) of the HUD Lease Addendum, Tenant will obtain such additional insurance to satisfy Landlord's insurance requirements set forth herein.

ARTICLE 10

DAMAGE OR DESTRUCTION

10.1 **Damage.** If, during the Term, there occurs any material damage to or destruction of the Improvements or any part thereof resulting from any cause whatsoever, Tenant shall give prompt written notice thereof to Landlord and any Mortgagee, and, subject to the rights of any Mortgagee, Tenant shall immediately take such action as is reasonably necessary to assure that the Improvements do not constitute a nuisance or otherwise present a health or safety hazard, such work to be accomplished at Tenant's sole cost and expense. The foregoing obligation shall not be contingent upon the availability of any Insurance Proceeds, however, Tenant shall be reimbursed out of the Insurance Proceeds for such work to the extent available.

10.2 **Cancellation.** Tenant shall have the right, under any circumstance that would excuse Tenant from the obligation to restore the Improvements, to terminate this Lease, by (a) notifying Landlord within one hundred (120) days after such date of damage or destruction; and (b) upon the Tenant razing the then-existing Improvements and clearing the Land of debris and rubble within three hundred sixty (360) days after such termination. If Tenant fails to raze the then-existing Improvements and clear the Land of debris and rubble within the 360-day period, Landlord may accomplish same and charge the costs thereof to Tenant as Additional Rent. After the full payment of all amounts owed under the Lease, including but not limited to the Additional Rent, the Landlord will terminate the Lease.

10.3 **Restoration.** If this Lease is not terminated as provided in Section 10.2 above, Tenant shall, subject to the terms of any Permitted Mortgage, proceed with the repair or restoration of the damaged Improvements within one hundred eighty (180) days following such damage or destruction or, if greater than eighty percent (80%) of the estimated cost of such

restoration is covered by insurance, then such later date as the Insurance Proceeds are available therefor, and once commenced such restoration shall be diligently prosecuted to completion. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease by virtue of any delays in completion of repairs and restoration, except to the extent caused by Landlord.

10.4 **Insurance Proceeds.** All Insurance Proceeds shall be collected, held, and disbursed in accordance with the terms of the applicable Permitted Mortgage loan documents. All Insurance Proceeds payable as a result of any damage or destruction which are to be used by Tenant for such repairs and restoration shall be payable to Tenant and used by Tenant to the extent necessary for payment of the cost of repairs and restoration required hereby. Any unused Insurance Proceeds may be retained by Tenant (subject to the requirements of the applicable senior Permitted Mortgage).

10.5 **Waivers.** Tenant hereby waives any rights now or hereafter conferred upon it by statute or other law to surrender this Lease or to quit or surrender the Land or any part thereof, or to receive any suspension, diminution, abatement, or reduction of the Rent or other sums and charges payable by Tenant hereunder on account of any such destruction or damage other than as expressly provided in this Article 10.

10.6 **Mortgage Provisions; Conflicts.** Anything herein to the contrary notwithstanding, the parties agree that in the event of any conflict between the provisions of this Article 10 and the Permitted Mortgage loan documents with respect to any restoration and Insurance Proceeds, that the provisions of the Permitted Mortgage loan documents shall govern.

ARTICLE 11

EMINENT DOMAIN

11.1 **Total Taking.** If the whole or substantially all of Leased Premises or the Improvements are taken for a public or quasi-public use by the exercise of the power of eminent domain or by purchase under threat of condemnation by any governmental agency, this Lease shall terminate in its entirety on the date the condemning authority actually consummates such taking of Leased Premises or the Improvements, and the Rent required to be paid by Tenant hereunder shall be appropriately prorated and paid to such date of taking or reduced as provided below. In the event of any such taking, Landlord and Tenant shall together make one claim for an award for their combined interests in the Land and Improvements including an award for severance damages if less than the whole shall be so taken. If the whole or substantially all of Leased Premises or Improvements are taken, then the condemnation proceeds, including any severance damages, shall be distributed to Tenant (subject to the requirements of the applicable Permitted Mortgage) to the extent that it is attributable to Tenant's Estate, or Tenant's personal property or the Improvements (or that of its invitees, agents, or Subtenants) and then to Landlord to the extent that it is attributable to the Landlord's Estate.

11.2 **Partial Taking.** If less than substantially all of Leased Premises or Improvements is taken for any public or quasi-public use under the power of eminent domain or by purchase under threat of condemnation by any governmental agency, or of any appurtenances of Leased Premises or areas outside the boundaries of Leased Premises or rights in, under, or above the

streets adjoining Leased Premises or the rights and benefits of light, air, or access from or to such streets, are taken, or the grade of any such streets is changed, in any such case in a manner that the remaining portion of Leased Premises can be adapted and economically operated for the purposes of the Project and in substantially the same manner as it was operated prior thereto in Tenant's good faith business judgment, Tenant shall give prompt notice thereof to Landlord, this Lease shall continue in full force and effect and Rent shall be equitably abated. Tenant shall proceed, with reasonable diligence, to perform any necessary repairs and to restore the Improvements to an economically viable unit in strict accordance with all Legal Requirements and the requirements of Article 7 above, and as nearly as possible to the condition the Improvements were in immediately prior to such taking. The condemnation proceeds shall be paid to Tenant or as Tenant may direct (subject to the requirements of the Permitted Mortgage loan documents) as the restoration of the Improvements progresses, to pay or reimburse Tenant for the cost of such restoration. Any portion of the condemnation proceeds not so used for such restoration shall be paid to Tenant (subject to the requirements of the Permitted Mortgage loan documents) to the extent that it is attributable to Tenant's Estate, or Tenant's personal property or the Improvements (or that of its invitees, agents, or Subtenants) and to Landlord to the extent that it is attributable to the Landlord's Estate.

11.3 **Temporary Taking.** If the temporary use (but not leasehold title) of the whole or any part of Leased Premises or the Improvements are taken as described above, this Lease shall not be affected in any way and Tenant shall continue to pay all Rent due hereunder. All condemnation proceeds as a result of such temporary use shall be paid to Tenant.

11.4 **Proceedings.** In any condemnation proceeding affecting Leased Premises or the Improvements which may affect Landlord's Estate and Tenant's Estate, both parties shall have the right to appear in and defend against such action as they deem proper in accordance with their own interests. To the extent possible, the parties shall cooperate to maximize the condemnation proceeds payable by reason of the condemnation. Issues between Landlord and Tenant required to be resolved pursuant to this Article shall be joined in any such condemnation proceeding to the extent permissible under then applicable procedural rules of such court of law or equity for the purpose of avoiding multiplicity of actions and minimizing the expenses of the parties.

11.5 **Mortgagee Provisions; Conflicts.** Anything herein to the contrary notwithstanding, the parties agree that in the event of any conflict between the provisions concerning the value of the Tenant's Estate as set forth in this Article 11 and the provisions of the Permitted Mortgage loan documents with respect to any taking, or any award on account of the Improvements, that the provisions of the Permitted Mortgage loan documents shall govern. In all events, the provisions of the Permitted Mortgagee's loan documents shall not govern or dictate the disposition of any proceedings or proceeds related to the Landlord's Estate.

ARTICLE 12

DEFAULT

12.1 **Events of Default.** A breach of this Lease by Tenant shall exist if any of the following events (individually an "*Event of Default*" and collectively "*Events of Default*") shall occur:

(a) Tenant fails to pay the Rent when due and such failure is not cured within thirty (30) days after receipt of written notice from Landlord; or

(b) Tenant fails to commence construction of the Project within the time required under Section 6.2, above, (unless such failure results from any Force Majeure Event), or if Tenant fails to complete the Improvements within the time provided under Section 6.2, above, or otherwise fails to complete construction of the Project in accordance with the terms of Tenant's construction financing, if any, (unless such failure results from any Force Majeure Event) and Tenant's Mortgagee or purchaser at foreclosure has not entered into a New Lease with Landlord within the time provided in Article 5, above; or

(c) Tenant fails to maintain the Project in good, habitable, safe and clean condition and fails to cure a breach of such condition within thirty (30) days after written notice from Landlord, delivered in accordance with the provisions of this Lease, where such condition could reasonably be cured within said thirty (30) day period (subject to the occurrence of a Force Majeure Event); provided, however, that where such condition could not reasonably be cured within said thirty (30) day period, that Tenant shall not be in default unless it has failed to promptly commence and thereafter be continuing to make diligent and reasonable efforts to cure such condition as soon as practicable and in no event later than one hundred eighty (180) days (subject to extension based on the occurrence of a Force Majeure Event as provided in Section 21.3); or

(d) Tenant fails to pay any Additional Rent, other charge, Imposition or any obligation of Tenant requiring the payment of money under the terms of this Lease (other than the payment of Annual Rent) within thirty (30) days of when due and such failure shall not have been cured within thirty (30) days after receipt of written notice from Landlord respecting such overdue payment; or

(e) Tenant fails to perform any term, covenant or condition of this Lease to be performed by Tenant, except those requiring the payment of money, and Tenant shall have failed to cure same within thirty (30) days after written notice from Landlord, delivered in accordance with the provisions of this Lease, where such failure could reasonably be cured within said thirty (30) day period (subject to the occurrence of a Force Majeure Event); provided, however, that where such failure could not reasonably be cured within said thirty (30) day period, that Tenant shall not be in default unless it has failed to promptly commence and thereafter be continuing to make diligent and reasonable efforts to cure such failure as soon as practicable and in no event later than one hundred eighty (180) days (subject to extension based on the occurrence of a Force Majeure Event as provided in Section 21.3).

(f) Abandonment of Leased Premises, the Improvements, or of the leasehold estate, except in accordance with Article 13 hereof; or

(g) The subjection of any right or interest of Tenant under this Lease to attachment, execution, or other levy, or to seizure under legal process, if not released or appropriately bonded within ninety (90) days after receipt of written notice by Landlord; or

(h) The appointment of a receiver to take possession of the Project or of Tenant's Estate or of Tenant's operations for any reason if not discharged within ninety (90) days of such appointment, including but not limited to, assignment for the benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership (i) pursuant to

administration of the estate of any deceased or incompetent Tenant or of any deceased or incompetent individual partner of Tenant, or (ii) pursuant to a Permitted Mortgage, or (iii) instituted by Landlord, the event of default being not the appointment of a receiver at Landlord's instance but the event justifying the receivership, if any; or

(i) An assignment by Tenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant as bankrupt; or for extending time for payment, adjustment, or satisfaction of Tenant's liabilities to creditors generally; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within ninety (90) days after the assignment, filing, or other initial event.

12.2 **Notice to Certain Persons.** Landlord shall, before pursuing any remedy, give notice of any Event of Default to Tenant and to all Mortgagees and Tax Credit Investors at the addresses provided in Article 16, below. In addition, Landlord shall use its reasonable good faith efforts to give such notice to all Subtenants who have requested the same. Each notice of an Event of Default shall specify the Event of Default and shall describe any damage resulting from any such act.

12.3 **Landlord's Remedies.** If any Event of Default by Tenant shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default under the applicable provision of this Lease, subject to the rights of any Mortgagee under Article 5 hereof, Landlord shall have the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative:

(a) **Termination.** Landlord may at its election terminate this Lease by giving Tenant written notice of termination specifying a date not less than thirty (30) days hence upon which the Lease will terminate. On the date specified, all of Tenant's rights in Leased Premises and in the Improvements shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate Leased Premises and the Improvements and Landlord may reenter and take possession of Leased Premises and the Improvements, subject to the rights of Subtenants. Termination shall not relieve Tenant from the payment of any sums then due to Landlord hereunder plus interest thereon from the date due at the Default Rate, or from any claim for damages previously accrued or then accruing against Tenant up to the date of termination, nor from any continuing obligations hereunder.

(b) **Reentry Without Termination.** For a period not to exceed six (6) months from an Event of Default, Landlord may at its election, whether or not Tenant abandons Leased Premises and the Improvements, continue this Lease and reenter Leased Premises and the Improvements without terminating this Lease, which re-entry is subject to the rights of Subtenants, for the purpose of reletting Leased Premises and the Improvements or any part or parts of them for the account and in the name of Tenant or otherwise. Any reletting may be for the remainder of the Term or for a longer or shorter period. Landlord shall be entitled to all rents from the use, operation, or occupancy of Leased Premises or the Improvements or both. In the event of any re-entry by Landlord, for a period not to exceed six (6) months after the first date of re-entry by Landlord of Leased Premises and the Improvements, Tenant shall nevertheless pay to Landlord on the due dates specified in this Lease the equivalent of all sums required of Tenant

under this Lease, plus Landlord's reasonable expenses, plus interest thereon from the date due at the Default Rate, less the proceeds of any reletting or attornment which shall be applied, when received, as follows: (i) to Landlord to the extent that the proceeds for the period covered do not exceed the amount due from and charged to Tenant for the same period, and (ii) the balance to Tenant. After the expiration of the aforesaid six (6) month period, Tenant's liability to Landlord under this Lease shall automatically cease and terminate except for any continuing indemnity obligations arising under provisions hereof that expressly survive termination. No act by or on behalf of Landlord under this provision shall constitute a termination of this Lease unless Landlord gives Tenant notice of termination.

(c) ***Tenant's Personal Property Located in the Improvements.*** Subject to any rights of any secured creditor of Tenant holding a perfected security interest in Tenant's personal property, Landlord may at its election use Tenant's personal property and trade fixtures located on and used in connection with the management and operation of the Improvements, or any of such property and fixtures without compensation to the Tenant and without liability to the Tenant for use or damage, or store them for the account and at the cost of Tenant. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.

(d) ***Damages.*** Should this Lease be terminated by Landlord pursuant to any provision hereof, Landlord shall be entitled to damages in the following aggregate sums: all amounts that would have fallen due as Rent between the time of termination of this Lease and the time of the claim, judgment or other award, less the proceeds of all relettings and attornments, plus interest at the Default Rate on the balance unless Tenant makes the payments provided for in Section 12.3.(b) above in which event damages shall be limited to (i) the amounts paid by Tenant pursuant to Section 12.3(b) above, plus (ii) the sum of any unpaid Rent and Impositions which are due and owing to Landlord on the date of Landlord's re-entry pursuant to Section 12.3(b). In all events, Tenant shall also be liable to the Landlord for the repayment or release of any liens placed on the Landlord's Estate in violation of the provisions of this Lease.

(e) ***No Termination During Compliance Period.*** Notwithstanding any other provision of this Lease, the Lease cannot be terminated during the low-income housing tax credit fifteen (15) year compliance period specified in Section 42 of the Internal Revenue Code, as amended.

12.4 ***Cumulative Remedies.*** The remedies given to Landlord herein shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Lease.

12.5 ***Waiver of Breach.*** No waiver by a party of any default by the other shall constitute a waiver of any other breach or default by the other, whether concerning the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of Rent pursuant to this Lease shall not constitute a waiver of any preceding default by Tenant other than default in the payment of the particular rental payment so accepted, regardless of Landlord's knowledge of the preceding breach at the time of accepting the Rent, nor shall acceptance of Rent or any other payment after termination constitute a reinstatement, extension, or renewal of this Lease or revocation of any notice or other act by Landlord.

12.6 ***Tenant Remedies.*** In the event Landlord neglects or fails to perform or observe any of the covenants, provisions, or conditions contained in this Lease on its part to be performed or observed within thirty (30) days after written notice of default (or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after written notice thereof), then in that event Landlord shall, subject to appropriation, be liable to Tenant solely and directly for any and all actual damages sustained by Tenant as a result of Landlord's breach, plus interest at the Default Rate from the date(s) on which damages are incurred.

ARTICLE 13

SURRENDER OF LEASED PREMISES AND IMPROVEMENTS

On the Lease Expiration Date, Tenant shall quit and surrender Leased Premises and the Improvements to Landlord without delay, and in good order, condition and repair, excepting ordinary wear and tear (and damage and destruction or condemnation if this Lease is terminated pursuant to either Article 10 or 11). Such surrender of Leased Premises and the Improvements shall be accomplished without the necessity for any payment therefor by Landlord. Upon such event, title to the Improvements shall automatically vest in Landlord without the execution of any further instrument; provided, however, Tenant covenants and agrees, upon either such event, to execute (at no cost or expense to Tenant) such appropriate documentation as may be reasonably requested by Landlord to transfer title to the Improvements to Landlord. Notwithstanding anything to the contrary contained in Article 14 below, no such surrender shall cause or be deemed to cause a merger of Landlord's Estate and Tenant's Estate, unless Landlord, and any Mortgagee holding a Permitted Mortgage, the lien of which was not reconveyed upon such surrender, expressly so agree in writing.

ARTICLE 14

PERMITTED SUBLEASES

14.1 ***Tenant's Right to Sublease.*** Tenant may sublease portions of the Improvements on Leased Premises during the Term of this Lease pursuant to Subleases with Subtenants who will occupy all or a portion of the newly constructed housing units for residential purposes consistent with the provisions of Section 6.4, above.

14.2 ***Residential Subleases.*** The leases used by Tenant for the residential subleases shall comply with applicable federal, state and local laws and regulations, including without limitation, HUD's requirements as long as HUD is insuring a loan made to Tenant and secured by the Leased Premises and Improvements. Tenant must use Montgomery County Maryland's form of residential lease for the residential subleases and must submit the proposed sublease to the Landlord for its review and approval at least ninety (90) days prior to the time that Tenant intends to use the sublease. Landlord's approval shall not be unreasonably withheld. Any changes to the approved residential sublease must be submitted to the Landlord for review and approval. If Landlord fails to reject, accept or propose changes to the residential sublease within thirty (30) days of Landlord's receipt of the proposed sublease, the sublease shall be deemed approved.

ARTICLE 15

RESTRICTIONS ON TRANSFER

15.1 **Dispositions.** Tenant shall not dispose of this Lease without Landlord's prior written consent provided however, that Tenant shall be permitted, without Landlord's prior consent, to assign Tenant's interest in this Lease to a tax credit partnership in which KB Companies, Inc. retains responsibility for the control of day to day operations.

15.2 **Permitted Transfers.** Notwithstanding the provisions of Section 15.1, the following transactions shall not constitute an assignment or sublease hereunder, shall not release Tenant from its obligations hereunder and shall not require the consent of Landlord, provided that no such transactions shall permit the use of Leased Premises and the Improvements in violation of the use restrictions set forth in Section 6.3 above:

(a) the assignment to any trustee by way of a deed of trust in favor of any Mortgagee, for the purpose of creating a Permitted Mortgage pursuant to Article 5 of this Lease, or to any such Mortgagee or other purchaser in connection with its acquisition of Tenant's Leasehold Estate by foreclosure or deed in lieu of foreclosure, or

(b) the assignment to a tax credit partnership to be formed by KB Companies, Inc. for the purposes of owning the Project, or an affiliated non-profit organization to be formed by KB Companies, Inc. for the purposes of owning the Project, if such affiliate has been approved by the County.

15.3 **Conditions Precedent to Disposition.** The following are conditions precedent to Tenant's right of disposition pursuant to Sections 15.1 or 15.2:

(a) Tenant shall give Landlord thirty (30) days prior written notice of the proposed disposition with appropriate documentation as to the identity of the proposed transferee and the proposed transferee's proposed use of Leased Premises or the Improvements and financial condition and history, business description, and qualifications to operate the Improvements.

(b) The proposed transferee shall assume all the covenants and conditions to be performed by Tenant pursuant to this Lease after the date of such transfer by execution of an instrument in form and substance reasonably satisfactory to Landlord. Upon consummation of any assignment of Tenant's Estate, the assignee shall cause to be recorded in the land records of Montgomery County, Maryland an appropriate instrument reflecting such assignment.

(c) No uncured Event of Default shall exist hereunder on the date of transfer.

(d) Tenant shall have paid, or caused to be paid, to Landlord all reasonable costs and expenses incurred by Landlord in connection with the disposition, if any, including without limitation all recording fees, transfer and other taxes, attorneys' fees, escrow fees, and fees for title insurance and similar charges; provided, however, that nothing contained in this Article 15 shall be deemed to prohibit Tenant's right to execute Subleases or create Permitted Mortgages.

15.4 **Disposition Pursuant to HUD Consent.** In the event that (i) Tenant's leasehold interest is subject to a security instrument insured, reinsured or held by HUD or given to HUD in

connection with a resale, (ii) HUD is required to approve of a conveyance, assignment, transfer, lease, sublease or sale of all or any part of Tenant's leasehold interest in the Land and Tenant's interest in the Improvements (a "*Transfer*") similar to that set forth in paragraph (b) of the HUD Lease Addendum for a Transfer to occur, and (iii) HUD does approve of such Transfer, Tenant will provide at least one hundred twenty (120) days' prior notice to Landlord of such Transfer.

ARTICLE 16

NOTICES

Any notice, approval, demand, or other communication required or desired to be given pursuant to this Lease shall be in writing and shall be personally served (including by means of professional messenger service or air express service using receipts) or in lieu of personal service, deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, and unless sooner received, each notice shall be deemed received three (3) business days after same shall have been so deposited in the United States mail addressed as set forth below:

If to Landlord:	Montgomery County, Maryland Department of Housing and Community Affairs 1401 Rockville Pike, 4 th Floor Rockville, MD 20852 Attn: Clarence J. Snuggs, Director
With a copy to:	Office of the County Attorney 101 Monroe Street, 3 rd Floor Rockville, MD 20850 Attn: Vickie L. Gaul
If to Tenant:	Willow Manor at Fairland, LLLP c/o KB Companies, Inc. 5670 B Furnace Avenue Elkridge, MD 21075 Attn: Jeffrey C. Kirby
With a copy to:	Carney, Kelehan, Bresler, Bennett & Scherr, LLP 10716 Charter Drive, Suite 200 Columbia, MD 21044 Attn: Kevin J. Kelehan
If to Tax Credit Investor:	Maryland Affordable Housing, LLC c/o Fulton Financial Corporation 1 Penn Square Lancaster, PA 17602 Attn: Brian DeMild

With a copy to: Barley Snyder, LLP
 126 E. King Street
 Lancaster, PA 17602
 Attn: Sean B. Frederick

Landlord, Tenant and Tax Credit Investor may change their respective addresses by giving written notice to the others in accordance with the provisions of this Section.

ARTICLE 17

ESTOPPEL CERTIFICATES

Landlord agrees promptly following request by Tenant or Tenant's Mortgagee(s) to execute and deliver an Estoppel Certificate to whichever of them has requested the same if the provisions of the Estoppel Certificate as set forth in the next sentence are true and correct. The term "Estoppel Certificate" shall mean an estoppel certificate, certifying (a) that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the Rent and other charges are paid in advance, if any, (b) that there are no uncured Events of Default on the part of Landlord and Tenant hereunder, or if there exist any uncured Events of Default on the part of Landlord and/or Tenant hereunder stating the nature of such uncured defaults on the part of Landlord and/or Tenant, (c) that no Rent is delinquent or has been paid in advance, and (d) the correctness of such other information respecting the status of this Lease as may be reasonably required by the party hereto requesting execution of such Estoppel Certificate. Unless the Landlord has notified the requesting party that one or more provisions in the proposed Estoppel Certificate are not true and correct, its failure to so execute and deliver an Estoppel Certificate within fifteen (15) business days following written request as required above, shall be conclusive upon such party that as of the date of said request for the same (x) that this Lease is in full force and effect, without modification except as may be represented by the party hereto requesting execution of such Estoppel Certificate, (y) that there are no uncured Events of Default in Landlord's or Tenant's obligations under this Lease except as may be represented by the party hereto requesting execution of such Estoppel Certificate, and (z) that no Rent is delinquent or has been paid in advance except as may be represented by the party hereto requesting execution of such Estoppel Certificate.

ARTICLE 18

ENFORCEMENT AND ATTORNEYS' FEES

In any proceeding or controversy associated with or arising out of this Lease or a claimed or actual breach hereof, the prevailing party shall be entitled to recover from the other party as a part of the prevailing party's costs, such party's actual attorneys', appraisers', and other

professionals' fees and court costs. The award for legal expenses shall not be computed in accordance with any court schedule, but shall be as necessary to fully reimburse all attorneys' and other professionals' fees and other expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate the prevailing party for all the attorneys' and other professionals' fees and other expenses paid in good faith. All payments by the Landlord are subject to appropriation.

ARTICLE 19

NO MERGER

19.1 **No Merger; Subleases.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, operate as an assignment to Landlord of any or all Subleases of Subtenants.

19.2 **Permitted Mortgages.** Landlord agrees that neither the surrender, cancellation, expiration or termination of this Lease, nor Landlord's acquisition of Tenant's Estate by any means contemplated hereunder shall, either by the election of Landlord or by operation of law, work as a merger of Landlord's Estate and Tenant's Estate unless and until all indebtedness under any Permitted Mortgage has been repaid pursuant to the terms thereof. The lien of such Permitted Mortgage shall remain unaffected and in full force and effect upon and following the occurrence of any of the events described in the preceding sentence, and Landlord shall be subject to, and bound by, the provisions of such Permitted Mortgage as the successor tenant hereunder following the occurrence of any of such events.

ARTICLE 20

QUIET ENJOYMENT – LANDLORD'S RIGHT TO INSPECT

Landlord covenants that, provided no Event of Default has occurred under the terms of the Lease and has continued beyond all applicable cure periods set forth in this Lease or any other written agreement between Landlord and any Mortgagee, Tenant shall have quiet and peaceful possession of Leased Premises and Improvements as against Landlord and any person claiming the same by, through or under Landlord. Landlord reserves the right to enter the Land and the Improvements during normal business hours upon reasonable prior written notice for purposes of conducting normal and periodic inspections of Leased Premises and the Improvements, provided such inspections shall be subject to the terms of, and shall not interfere with, the rights of any Subtenant under any Sublease.

ARTICLE 21

GENERAL

21.1 **Captions.** The captions used in this Lease are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Lease.

21.2 **Counterparts.** Any executed copy of this Lease shall be deemed an original for all purposes. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

21.3 **Time of Essence.** Time is of the essence for the performance of each covenant and term of this Lease. Notwithstanding the foregoing, if Tenant is actually delayed in the performance of its obligations under this Lease or any document executed pursuant to this Lease as a result of causes beyond its control and without its fault or negligence, including, without limitation, acts of God or of a public enemy, riot, insurrection, war, casualty, flood, epidemic, quarantine restrictions, freight embargoes, unusually severe weather, strikes, or shortage of materials or labor (collectively, "**Force Majeure**"), the time for performance of said obligations shall be extended for the period of the enforced delay; provided, however, that the Tenant must, within ten (10) business days after the beginning of such enforced delay, have first notified the Landlord in writing of the causes thereof and shall be proceeding diligently during such period in good faith to perform all of its other obligations hereunder. In addition, with the exception of the payment of Rent and Additional Rent, Tenant's obligations hereunder shall be automatically extended on a day for day basis in the event of any act of Landlord in violation of this Lease which actually delays Tenant's performance, as hereinabove set forth in this Lease, provided that (a) Tenant has previously notified Landlord of such fact in writing and Landlord has not cured the cause of such delay within three (3) days of the receipt of said notice.

21.4 **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

21.5 **Interpretation.** This Lease shall be construed and enforced in accordance with the laws of the State of Maryland. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant. When the context of this Lease requires, the neuter gender includes the masculine, the feminine, a partnership or corporation or joint venture or other entity, and the singular includes the plural.

21.6 **Successors and Assigns.** The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted heirs, successors, and assigns (to the extent this Lease is assignable).

21.7 **Waivers.** The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

21.8 **Remedies.** All remedies herein conferred shall be deemed cumulative and no one remedy shall be exclusive of any other remedy herein conferred or created by law.

21.9 **Good Faith.** Each party hereto agrees to act reasonably and in good faith with respect to the performance and fulfillment of the terms of each and every covenant and condition contained in this Lease.

21.10 **No Partnership.** The parties hereto agree that nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture or association between Landlord and Tenant, or cause either party to be responsible in any way for the debts or

obligations of the other party, and neither the method of computing Rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

21.11 **Integration.** This Lease, and the Exhibits and addendums, if any, attached hereto, constitute the entire agreement between the parties, and there are no agreements or representations between the parties except as expressed herein. All prior negotiations and agreements between Landlord and Tenant with respect to the subject matter hereof are superseded by this Lease. Except as otherwise provided herein, no subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.

21.12 **Commissions.** Landlord and Tenant each represent and warrant to the other that they have employed no broker, finder, or other person in connection with the transactions contemplated under this Lease which might result in the other party being held liable for all or any portion of a commission hereunder.

21.13 **Survival.** The provisions of this Lease (including, without limitation, covenants, agreements, representations, warranties, obligations and liabilities described therein) which are specifically intended to survive the expiration or earlier termination of this Lease shall survive such expiration or earlier termination of this Lease and continue to be binding upon the applicable party.

21.14 **HUD Addendum.** This Lease incorporates the HUD-required Lease Addendum attached hereto. In the event of conflict, the Lease Addendum shall govern.

21.15 **Landlord Approvals and Consent.** Approvals and consents required from the Landlord under this Lease do not substitute for regulatory approvals required under applicable law. Regulatory approvals by Montgomery County, Maryland required by law or regulations do not substitute for approvals and consents required by the Landlord under this Lease. Any time Landlord's approval or permission is required by this Lease, such approval must be in writing. Nothing in this Lease is intended to be, and shall not be construed as, a limitation of the police powers of Montgomery County, Maryland.

21.16 **Subordination to Program Obligations.** Notwithstanding anything to the contrary contained herein, for so long as HUD insures a Permitted Mortgage on the Project, the terms of this Lease shall be subordinate to Program Obligations as defined in the HUD Regulatory Agreement.

21.17 **HUD and CDA Indemnification Requirements.** Notwithstanding anything to the contrary contained herein, (a) for so long as the Project is subject to a security instrument insured or held by HUD, any indemnification, defense, and hold harmless obligations of Tenant contained in this Lease shall be limited to Tenant's applicable insurance coverage or Surplus Cash; (b) if HUD or its successor or other federal agency becomes Tenant under this Lease or a new lease, the indemnification, defense and hold harmless provisions shall not apply during its term as Tenant; and (c) if CDA becomes Tenant under this Lease or a new lease, its obligation to indemnify the Landlord shall only be as permitted under Maryland Law.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be executed by their duly authorized representatives as of the date set forth above.

Montgomery County, Maryland is executing this Amended and Restated Ground Lease solely in its capacity as the Landlord hereunder and not as a body corporate and politic and a political subdivision of the State of Maryland.

WITNESS:

MONTGOMERY COUNTY, MARYLAND

Julie L White

By: Fariba Kassiri
Fariba Kassiri
Assistant Chief Administrative Officer

APPROVED FOR FORM AND LEGALITY:

By: Vickie L. Gaul 11-1-18
Vickie L. Gaul DATE
Associate County Attorney

WITNESS:

WILLOW MANOR AT FAIRLAND, LLLP
a Maryland limited liability limited partnership

By: KB Willow Manor at Fairland, LLC
a Maryland limited liability company
its General Partner

M/Gi

By: Jeffrey C. Kirby
Jeffrey C. Kirby, Manager

[acknowledgments follow]

STATE OF MARYLAND)
) ss.
 COUNTY OF MONTGOMERY)

I certify that I know or have satisfactory evidence that FARIBA KASSIRI is the person who appeared before me, on this 6th day of November, 2018, she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Assistant Chief Administrative Officer of Montgomery County, Maryland, a body corporate and politic of the State of Maryland, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

AS WITNESS my hand and Notarial Seal.

[SEAL] 4/30/2021 Commission Expires
Julie L. White
 Notary Public
 My Commission Expires: 4/30/2021

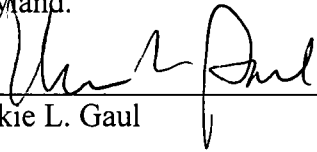
STATE OF MARYLAND)
) ss.
 COUNTY OF Baltimore)

I HEREBY CERTIFY that on this 16 day of November 2018, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared, the duly authorized Manager of KB WILLOW MANOR AT FAIRLAND, LLC, a Maryland limited liability company, the sole general partner of WILLOW MANOR AT FAIRLAND, LLLP, a Maryland limited liability limited partnership, the Tenant herein, who acknowledged that he executed the foregoing instrument to be the act of WILLOW MANOR AT FAIRLAND, LLLP, and who acknowledged to me that he executed the foregoing instrument for the purposes contained in it as the authorized Manager of the sole general partner.

AS WITNESS my hand and Notarial Seal.

[SEAL] CHIQUITA K. SCOTT
Notary Public
Baltimore County, Maryland
My Commission Expires 10/4/2022
Chiquita K Scott
 Notary Public
 My Commission Expires: 10/4/2022

CERTIFICATION: This Ground Lease has been prepared by the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



Vickie L. Gaul

HUD LEASE ADDENDUM

Notwithstanding any other provisions of this ground lease, if and so long as this leasehold is subject to a security instrument insured, reinsured, or held by HUD or given to HUD in connection with a resale, or the Property is acquired and held by HUD because of a default under the security instrument, the following provisions of this Lease Addendum shall be in effect:

- a) The tenant is authorized to obtain a loan, the repayment of which is to be insured by HUD and secured by a security instrument on this leasehold estate and the Improvements¹. The tenant is further authorized to execute all documents necessary as determined by HUD and otherwise to comply with Program Obligations for obtaining such an insured loan.
- ~~b) In the event that HUD acquires title to this leasehold estate or otherwise acquires title to the tenant's interest herein, HUD shall have the option to purchase good and marketable fee simple title to the Property and the landlord's interest, if any, in the Improvements, free of all liens and encumbrances except such as may be waived or accepted by HUD. Such option shall be exercised within twelve (12) months after HUD so acquires such leasehold estate or the tenant's interest. The purchase price shall be the sum of _____ Dollars (\$ _____), payable in cash, by check drawn on the U.S. Treasury, by electronic funds transfer or by wire transfer, provided all rents are paid to date of transfer of title. HUD shall, within said twelve months, give written notice to the landlord of its election to exercise said option to purchase. The landlord shall, within thirty (30) days after HUD gives such notice, execute and deliver to HUD a warranty deed of conveyance to HUD as grantee conveying the said fee and interest and containing a covenant against the grantor's acts, but excepting therefrom acts of the tenant and those claiming by, through or under the tenant. Nothing in this option shall require the landlord to pay any taxes or assessments that were due and payable by the tenant. * Stricken pursuant to waiver granted by HUD.~~
- c) If approved by HUD, the tenant may convey, assign, transfer, lease, sublease or sell all or any part of its leasehold interest in the Property and its interest in the Improvements without the need for approval or consent by any other person or entity.
- d) (i) Insurance policies shall be in an amount, and with such company or companies and in such form, and against such risks and hazards, as shall be approved by lender and HUD.

¹ "Improvements" means the buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the land, including any future replacements and additions.

(ii) The landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the tenant to lender. The landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the tenant to lender.

- e) (i) If all or any part of the Property or the Improvements or the leasehold estate shall be taken or damaged by condemnation, that portion of any award attributable to the Improvements or the tenant's interest in the leasehold estate or damage to the Improvements or the tenant's interest in the leasehold estate shall be paid to lender or otherwise disposed of as may be provided in the security instrument. Any portion of the award attributable solely to the underlying fee estate (exclusive of any Improvements) shall be paid to the landlord. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to the landlord bears to the total value of the Property ~~as established by the amount HUD is to pay, as set forth in paragraph (b) of this Lease Addendum.~~ *Stricken as a result of HUD's waiver of paragraph (b) above.

(ii) In the event of a negotiated sale of all or a portion of the Property or the Improvements, in lieu of condemnation, the proceeds shall be distributed and annual ground rent reduced as provided in cases of condemnation, but the approval of HUD and lender shall be required as to the amount and division of the payments to be received.

- f) The landlord may terminate the ground lease prior to the expiration day of the full term of this ground lease ("**Expiration Date**") after a tenant default under this ground lease ("**Ground Lease Event of Default**"), but only under the following circumstances and procedures. If any Ground Lease Event of Default shall occur, then and in any such event, the landlord shall at any time thereafter during the continuance of such Ground Lease Event of Default and prior to any cure, give written notice of such default(s) ("**Notice of Default**") to the tenant, lender and HUD, specifying the Ground Lease Event of Default and the methods of cure, or declaring that a Ground Lease Event of Default is incurable. If the Ground Lease Event of Default is a failure to pay money, the landlord shall specify and itemize the amounts of such default. Failure to pay money shall be specified as a separate default and not combined with a non-monetary Ground Lease Event of Default. Within sixty (60) days from the date of giving the Notice of Default to the tenant, the tenant must cure a monetary default by paying the landlord all amounts specified in the Notice of Default and must cure any specified Ground Lease Event of Default that is capable of being cured within such period. During the period of 180 days commencing upon the date Notice of Default was given to lender and HUD, lender or HUD may: (a) cure any Ground Lease Event of Default; and (b) commence foreclosure proceedings or institute other state or federal procedures to enforce lender's or HUD's rights with respect to the leasehold or the tenant Improvements. If the tenant, lender or HUD reasonably undertake to cure any Ground Lease Event of

Default during the applicable cure period and diligently pursues such cure, the landlord shall grant such further reasonable time as is necessary to complete such cure. If HUD or lender commences foreclosure or other enforcement action within such 180 days, then its cure period shall be extended during the period of the foreclosure or other action and for 90 days after the ownership of the tenant's rights under the lease is established in or assigned to HUD or such lender or a purchaser at any foreclosure sale pursuant to such foreclosure or other action. The transfer of the tenant's rights under the lease to lender, HUD or purchaser, pursuant to such foreclosure or other action shall be deemed a termination of any incurable Ground Lease Event of Default and such terminated Ground Lease Event of Default shall not give the landlord any right to terminate the lease. Such purchaser may cure a curable Ground Lease Event of Default within said 90 days. If after the expiration of all of the foregoing cure periods, no cure or termination of an existing Ground Lease Event of Default has been achieved as aforesaid, then and in that event, this lease shall terminate, and, on such date, the term of this lease shall expire and terminate and all rights of the tenant under the lease shall cease and the Improvements, subject to the security instrument and the rights of lender thereunder, shall be and become the property of the landlord. All costs and expenses incurred by or on behalf of the landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any default by the tenant under this ground lease shall constitute additional rent hereunder. The landlord shall have no right to terminate this ground lease except as provided in this paragraph (f).

- g) Upon termination of this ground lease pursuant to paragraph (f) above, the landlord shall immediately seek to obtain possession of the Property and Improvements. Upon acquiring such possession, the landlord shall notify HUD and lender in writing. lender and HUD shall each have six (6) months from the date of receipt of such notice of acquisition to elect to take, as tenant, a new ground lease on the Property and on the Improvements. Such new ground lease shall have a term equal to the unexpired portion of the term of this ground lease immediately prior to such termination and shall, except as otherwise provided herein, be on the same terms and conditions as contained in this ground lease, ~~including without limitation, the option to purchase set forth under paragraph (b) above~~*, except that lender's or HUD's liability for ground rent shall not extend beyond their occupancy under such ground lease. The landlord shall tender such new ground lease to lender or HUD within thirty (30) days after a request for such ground lease and shall deliver possession of the Property and Improvements immediately upon execution of the new ground lease. Upon executing a new ground lease, lender or HUD shall pay to the landlord any unpaid ground rent due or that would have become due under this ground lease to the date of the execution of the new ground lease, including any taxes which were liens on the Property or the Improvements and which were paid by the landlord, less any net rentals or other income which the landlord may have received on account of the Property and Improvements since the date of default under this ground lease. *Stricken as a result of HUD's waiver of paragraph (b) above.

- h) The landlord agrees that within ten (10) days after receipt of written request from the tenant, it will join in any and all applications for permits, licenses or other authorizations required by any Governmental Authority² in connection with any work which the tenant may do hereunder and will also join in any grants for easements for electric telephone, telecommunications, cable, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Property or of any Improvements and if, at the expiration of such ten (10) day period, the landlord shall not have joined in any such application, or grants for easements, the tenant shall have the right to execute such application and grants in the name of the landlord, and for that purpose, the landlord hereby irrevocably appoints the tenant as its attorney-in-fact to execute such papers on behalf of the landlord, only to the extent that a public body as landlord may do so within the exercise of its municipal powers and responsibilities.
- i) Nothing in this ground lease shall require the tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the landlord or any income excess profits or revenue tax, or any other tax, assessment charge or levy upon the rent payable by the tenant under this ground lease.
- j) All notices, demands and requests which are required to be given by the landlord, the tenant, lender or HUD in connection with this Ground Lease shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

All notices to lender or HUD shall be addressed as follows:

If to Lender:	AGM Financial Services, Inc. 20 South Charles Street, Suite 1000 Baltimore, MD 21201 Attn: Matthew A. Daddio
If to HUD:	U.S. Department of Housing and Urban Development 100 S. Charles Street, Tower II, Suite 500 Baltimore, MD 21201 Attn: Sorella Jacobs
If to Tenant:	Willow Manor at Fairland, LLLP c/o KB Companies, Inc.

² "Governmental Authority" means any board, commission, department or body of any municipal, county, state, tribal or federal governmental unit, including any U.S. territorial government, and any public or quasi-public authority, or any subdivision of any of them, that has or acquires jurisdiction over the mortgaged property, including the use, operation or improvement of the mortgaged property.

5670 B Furnace Avenue
Elkridge, MD 21075
Attn: Jeffrey C. Kirby

If to Landlord: Montgomery County, Maryland
c/o Department of Housing and Community Affairs
1401 Rockville Pike, 4th Floor
Rockville, MD 20852
Attn: Director

AND

Montgomery County, Maryland
c/o Department of General Services
101 Monroe Street, 9th Floor
Rockville, MD 20850
Attn: Director

With a copy that does not constitute notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, Third Floor
Rockville, MD 20850

- k) This ground lease shall not be modified without the written consent of HUD and lender.
- l) The provisions of this Lease Addendum benefit lender and HUD and are specifically declared to be enforceable against the parties to this lease and all other persons by lender and HUD. In the event of any conflict, inconsistency or ambiguity between the provisions of this Lease Addendum and the provisions of any other part of this ground lease, the provisions of this Lease Addendum shall prevail and control.

Warning

Any person who knowingly presents a false, fictitious or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability and administrative sanctions.

EXHIBIT "A"

(Legal Description of the Land)

BEING KNOWN AND DESIGNATED as "Ground Lease Area" as shown on Plat entitled, "Subdivision Record Plat, LOT 1, EAST COUNTY REGIONAL SERVICE CENTER" dated April 7, 2017 and recorded among the Plat Records of Montgomery County, Maryland in Plat Book No. 25435.

TOGETHER with the right to use in common with others the driveways and parking areas set forth in the Declaration of Covenants and Use dated October 17, 2018, by Montgomery County, Maryland, and recorded among the land records of Montgomery County, Maryland in Book 56774, page 231.

EXHIBIT "B"

Permitted Encumbrances

1. Right of Way Agreement dated April 7, 1982 from the Board of Education of Montgomery County to Baltimore Gas and Electric Company recorded among the Land Records of Montgomery County, Maryland in Liber 5862, folio 19.
2. Easement and Right of Way dated June 14, 2018 by and between Montgomery County, Maryland and the Washington Suburban Sanitary Commission and recorded July 3, 2018 among the aforesaid Land Records in Liber 56267, folio 281.
3. Declaration of Covenants for Access and Use by Montgomery County, Maryland, and intended to be recorded among the aforesaid land records in Book 56774, Page 231.

EXHIBIT "C"

Permitted Mortgages

Multifamily Deed of Trust, Assignment of Leases and Rents and Security Agreement from Tenant to trustees for the benefit of AGM Financial Services, Inc. in the original principal amount of \$16,613,200.00.

Deed of Trust, Security Agreement and Assignment of Rents from Tenant to trustees for the benefit of Community Development Administration in the original principal amount of \$1,530,000.00.

Deed of Trust, Security Agreement and Assignment of Rents from Tenant to trustees for the benefit of Community Development Administration in the original principal amount of \$970,000.00.

EXHIBIT "D"

Site Plan

[See attached]

WATER, pp. 17-21
Water Pollution Control
 The National Sanitation Foundation
 Page 14

The 11 of the Zurich Conference regarding the situation in the Congo was held in the presence of the President of the Republic of the Congo, Mr. Zaire Nkomo, and the President of the Republic of the Congo, Mr. Zaire Nkomo.

100-443881-1000
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 FBI - NEW YORK
 Page 28

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MCM 14, 1977
 Re: The Mc. Call House
 4000 Main St. (P.O. Box)
 Page 18

the 1970s, the 1980s, and the 1990s. The 1970s were a time of great change for the world, and the 1980s were a time of great change for the United States. The 1990s were a time of great change for the world, and the 2000s were a time of great change for the United States.

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Person A, B, D offers the Plaintiff a sum of money to settle the case. The number of offers made is not relevant. The question is whether the Plaintiff is required to accept the offer. The answer is no. The Plaintiff is not required to accept the offer. The Plaintiff is free to reject the offer and proceed to trial. The Plaintiff is not required to accept the offer. The Plaintiff is free to reject the offer and proceed to trial. The Plaintiff is not required to accept the offer. The Plaintiff is free to reject the offer and proceed to trial.


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It is to be noted, in part, the recrudescence of racialized violence in the South in conjunction with the

10. The *Journal of the American Medical Association* (JAMA) is a leading medical journal. It is published weekly, except for two issues combined annually. The journal covers a wide range of medical topics, including clinical medicine, public health, and medical education. It is one of the most influential medical journals in the world.

[illegible]

On 12 June 1968, the 1st Corps of the United States Army, Vietnam, sent a letter to the United States Embassy in Saigon, Vietnam, and the United States Pacific Command, Honolulu, Hawaii, regarding the activities of the Viet Cong in the area of the 1st Corps. The letter stated that the Viet Cong had been active in the area of the 1st Corps since the beginning of 1968, and that they had been active in the area of the 1st Corps since the beginning of 1968. The letter also stated that the Viet Cong had been active in the area of the 1st Corps since the beginning of 1968, and that they had been active in the area of the 1st Corps since the beginning of 1968.

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The authors are grateful to the *Potomac River Biological Laboratory*, University of Maryland System, for providing the laboratory facilities and equipment used in this study. The authors also wish to thank Dr. J. H. Rhee for his helpful comments on the manuscript.

This research was supported by the National Science Foundation Grant DEB-80-19675 to the first author.

Received for consideration, November 10, 1981
Accepted for publication, February 10, 1982

The *Washington Post* has been particularly sympathetic to the American position in the Vietnam war. The paper has been a vocal proponent of the Vietnam War, and has been a vocal opponent of the anti-war movement. The paper has been a vocal proponent of the Vietnam War, and has been a vocal opponent of the anti-war movement. The paper has been a vocal proponent of the Vietnam War, and has been a vocal opponent of the anti-war movement.

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It is not possible to provide a list of all the people who have been involved in the project. The list of names is too long to include here. The list of names is too long to include here. The list of names is too long to include here.

Prepared by: Marybeth
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 Phone No. 430-7730
 FBI No. 19-084

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er, Longshore & S. Green,

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 1981

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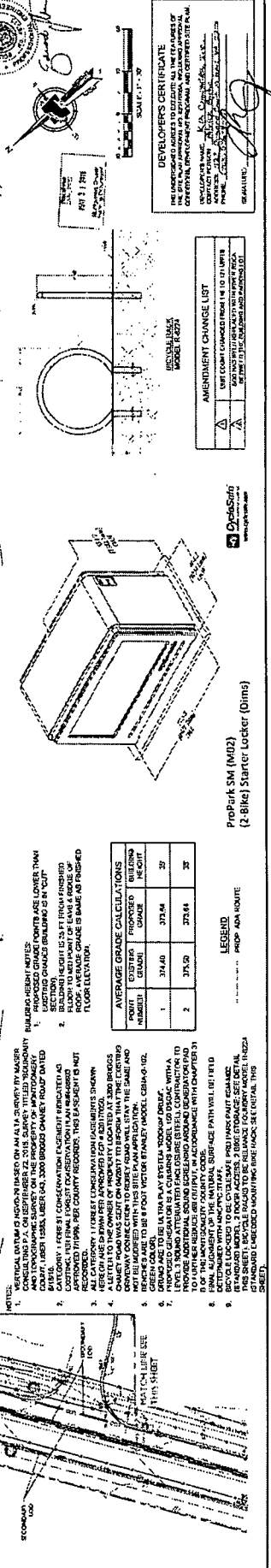




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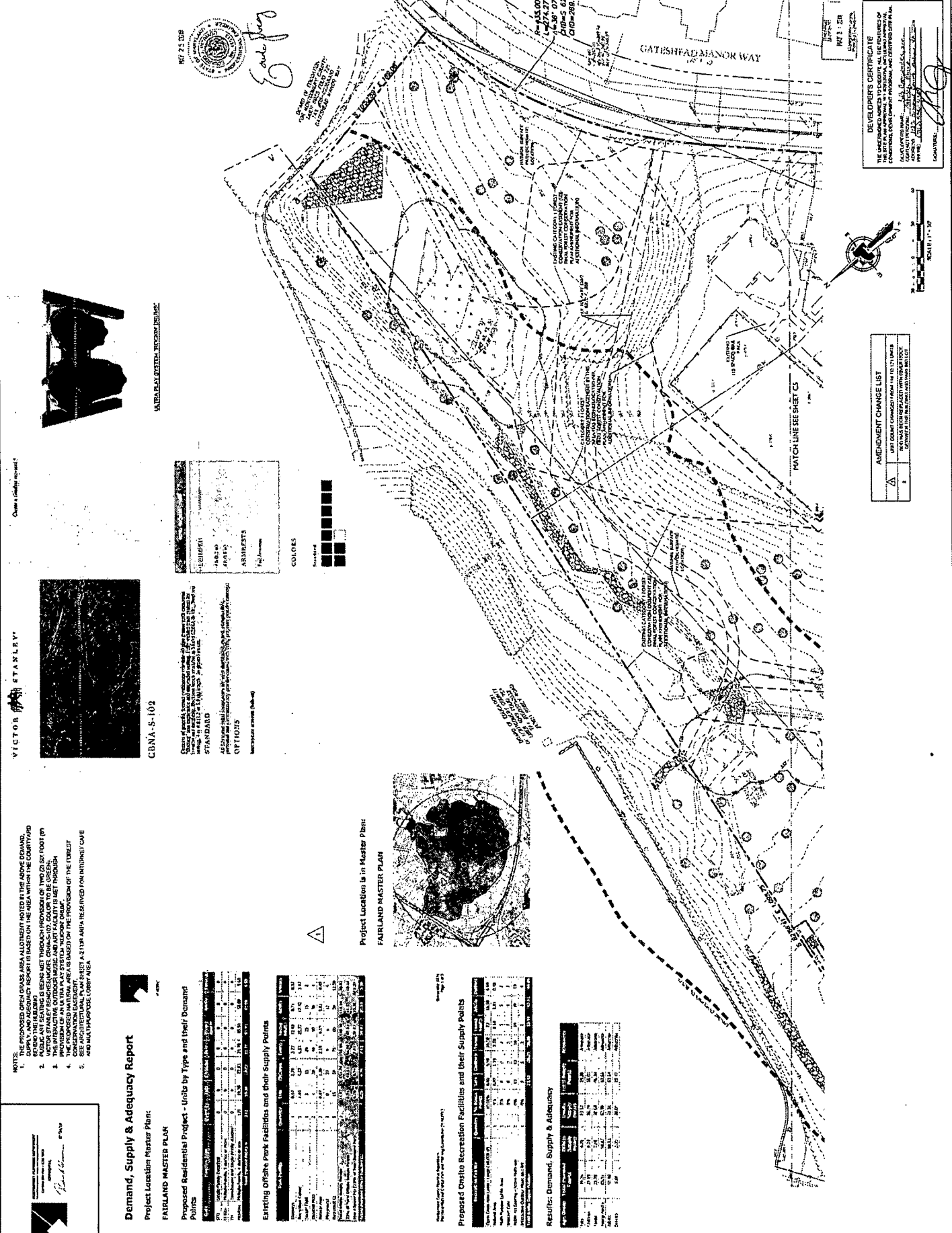
MASER ENGINEERS
10000 Rockledge Drive, Suite 200
Fairland, MD 20840
Tel: 301-581-1000
Fax: 301-581-1001
www.maser-engineers.com

PROJECT NO. 10000
SHEET NO. 10000
DATE: 10/23/2024

EDUARDO J. INTRIAGO
Professional Engineer
No. 10000
Fairland, MD 20840

WILLOW MANOR
AT
FAIRLAND
PARCEL 14
(SEE NOTE ON COVER)
MONTGOMERY COUNTY
MARIETTA

DEVELOPER'S CERTIFICATE
THE ENGINEER HAS REVIEWED THE SITE PLAN AND SPECIFICATIONS AND CERTIFIES THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE MONTGOMERY COUNTY ZONING AND SUBDIVISION LAWS AND REGULATIONS.
DATE: 10/23/2024
SIGNATURE: [Signature]



NOTE:

- PROPOSED OFF-ROAD DRIVE AND UTILITY WATER IN THE ADJACENT EASEMENT.
- EXISTING DRIVE IS TO BE REMOVED AND REPLACED BY TWO (2) 10' FOOT (10')
- VICTOR STANLEY RECREATION CENTER, CHINA-100, COLOR TO BE GREEN.
- PROPOSED DRIVE IS TO BE REMOVED AND REPLACED BY TWO (2) 10' FOOT (10')
- THE PROPOSED DRIVE IS TO BE REMOVED AND REPLACED BY TWO (2) 10' FOOT (10')
- THE PROPOSED DRIVE IS TO BE REMOVED AND REPLACED BY TWO (2) 10' FOOT (10')

Demand, Supply & Adequacy Report

Project Location Master Plan:

FAIRLAND MASTER PLAN

Proposed Residential Project - Units by Type and their Demand Points

Unit Type	Units	Demand Points
Single-Family Detached	100	100
Single-Family Attached	100	100
Multi-Family Detached	100	100
Multi-Family Attached	100	100
Commercial	100	100
Industrial	100	100
Public	100	100
Religious	100	100
Healthcare	100	100
Education	100	100
Government	100	100
Other	100	100

Existing Offsite Park Facilities and their Supply Points

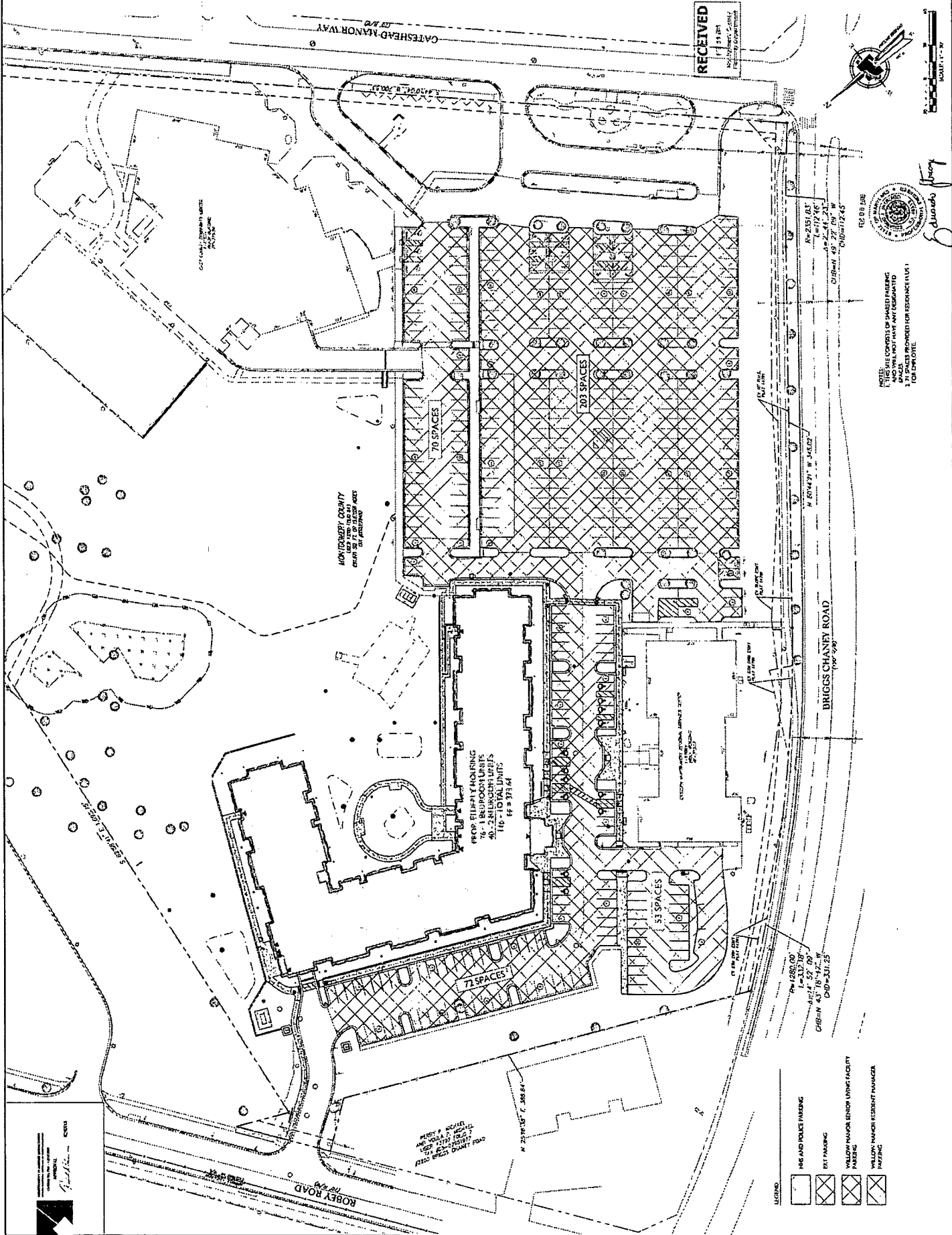
Park Name	Area (Acres)	Supply Points
Victor Stanley Recreation Center	100	100
China-100	100	100
Other	100	100

Proposed Offsite Recreation Facilities and their Supply Points

Facility Name	Area (Acres)	Supply Points
Victor Stanley Recreation Center	100	100
China-100	100	100
Other	100	100

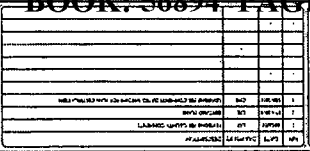
Result: Demand, Supply & Adequacy

Category	Demand	Supply	Adequacy
Single-Family Detached	100	100	100%
Single-Family Attached	100	100	100%
Multi-Family Detached	100	100	100%
Multi-Family Attached	100	100	100%
Commercial	100	100	100%
Industrial	100	100	100%
Public	100	100	100%
Religious	100	100	100%
Healthcare	100	100	100%
Education	100	100	100%
Government	100	100	100%
Other	100	100	100%

[illegible]

[illegible]


[illegible]

[illegible]


RESUME

JONATHAN JOLLEY
1948-09-04 (1948)
1000 10th Ave. NE, Seattle, WA 98108-3400, USA

K2021705A
 CERTIFIED
 SITE PLAN
 R28
 WILLOW MANOR
 AT
 FAIRLAND
 PARCEL 705
 (SEE NOTE 1 ON COVER)



SILVER SPRING
MONTCEOREY COUNTY
MARYLAND



Montecorey County
Seal

LANDSCAPE PLAN
NOTES AND DETAILS

L4

PLANTING SCHEDULE

[illegible]

	AV	2,329	ANDROPODON VERTICILLATUS / BROOKSIDE BLUE STEM	PLAY	18" x 6"
---	----	-------	--	------	----------

2 GAL. 24" x 6"

JIMPOROUS HORTENSIALIS VILLONIA / BLUE RUG JUMPER

500

	330 LAD LADDER AUSSCHAU (BO BLUE?) BIO IN RE (RYTURE) MAY 18° 04
---	---

SL	1,000	NONZACHATONAL SCOPARID / LITTLE POLYSTEM	FLAT	2' o.s.
				

1010
MAY 1961

Figure 1 is a schematic diagram of the experimental setup. It shows a subject seated at a table, looking at a video screen. A camera is positioned above the screen. A target is placed on the table. A ruler is used to measure the distance from the subject to the target. The distance is labeled as 100 cm. The target is labeled as 'Target'.

RETAINING WALL SCHEMATIC

14' 7" TALL

TYPICAL CROSS SECTION A

10' 7" TALL



AMENDMENT CHANCE LIST

AMENDMENT NUMBER 001	1	UNIT COUNT QUANTITY FROM 1 TO 17 UNIT	✓
NO AMENDMENT REQUIRED WITHIN 10 DAYS BETWEEN THE PRELIMINARY AND FINAL LIST			

THE LINE CHAIRS ARE ADAPTED TO COMBINE ALL THE FEATURES OF THE BEST OF THE AMERICAN, THE EUROPEAN, AND THE JAPANESE. INCLUDING THE COMFORT OF THE AMERICAN, THE STYLISHNESS OF THE EUROPEAN, AND THE DURABILITY OF THE JAPANESE. THE LINE CHAIRS ARE THE ONLY CHAIRS THAT CAN BE USED IN ANY OF THE THREE POSITIONS. AND THEY ARE THE ONLY CHAIRS THAT CAN BE USED IN ANY OF THE THREE POSITIONS.

PROBATIONARY NAME: John Joseph Deane, Jr.
 CONTACT IN HOME: Joseph Deane
 ADDRESS: 1417 13th Street, S.W., Atlanta, Ga 30334
 PHONE: 404-525-2525

Signature: _____

GENERAL LANDSCAPING NOTES

- [illegible]

EVERGREEN PLANTS

1. **Identify the main idea of the passage.**
 2. **Summarize the author's argument in your own words.**
 3. **Identify the author's tone and provide evidence to support your claim.**
 4. **Identify the author's purpose and provide evidence to support your claim.**
 5. **Identify the author's audience and provide evidence to support your claim.**
 6. **Identify the author's point of view and provide evidence to support your claim.**
 7. **Identify the author's bias and provide evidence to support your claim.**
 8. **Identify the author's style and provide evidence to support your claim.**
 9. **Identify the author's structure and provide evidence to support your claim.**
 10. **Identify the author's language and provide evidence to support your claim.**

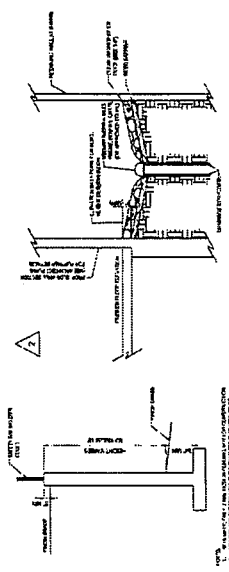
-

- | | |
|-----------------------|---------------------------------------|
| AMENDMENT CHANGE LIST | |
| 1 | LEFT GEAR CHANGED FROM 18 TO 21 LARS |
| 2 | RIGHT GEAR CHANGED FROM 18 TO 21 LARS |
| 3 | SCREWED IN NEW SCREW AND WASHED LOCK |
| 4 | REPAIRED LEFT SIDE OF MOTOR |

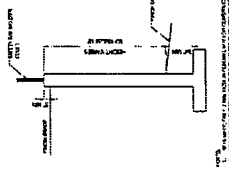
DEVELOPER'S CERTIFICATE

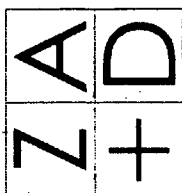
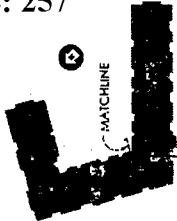
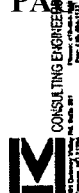
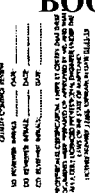
- [illegible]

TYPICAL CROSS SECTION A



RETAINING WALL SCHEMATIC



[illegible]

WILLOW MANOR AT
FAIRLAND
PROJECT ADDRESS:
3300 BRIGGS CHANEY
ROAD

WIRE LIGHTING

Project Director:

Project Manager:

EZ01

323 WEST PATRICK ST.
FREDERICK, MD 21701
301.696.0020 F.301.698.0920
WWW.IED-DCOM

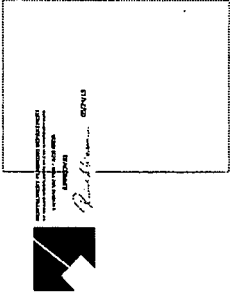
Professional Engineer's
Compliance Certification[illegible]

where δ is the constant.

[illegible]

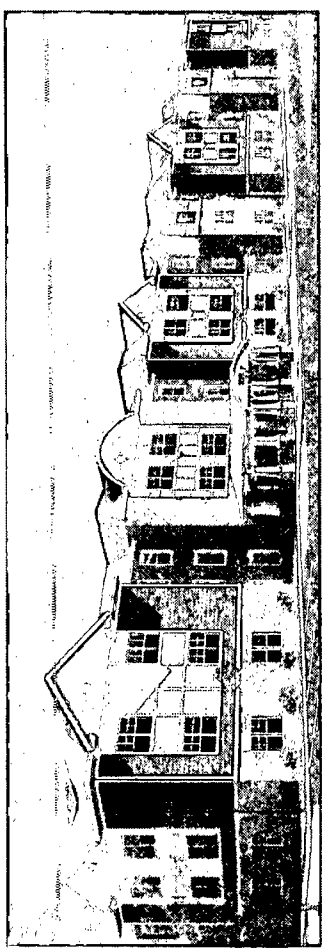
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	3-Digit d	-	1.8 1c	20.2 1c	0.0 1c	N/A	N/A
	4-Digit d	-	2.8 1c	17.1 1c	0.0 1c	N/A	N/A
	5-Digit d	+	1.6 1c	11.9 1c	0.0 1c	N/A	N/A
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	7-Digit d	-	-	-	-	-	-
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WILLOW MANOR AT FAIRLAND

13605 ROBEY RD. SILVER SPRING, MD 20904



KB COMPANIES
5070 BIRCHWICK AVE., D1000E-MD, 21075, TEL: (410) 788-0077

MONTGOMERY COUNTY GOVERNMENT

ZA+D
ZAVOS ARCHITECTURE+DESIGN, LLC
323 WEST PATRICK STREET, REEBERCK, MD 21701, TEL: (301) 698-0020 FAX: (301) 698-0750

WOLFMAN & ASSOCIATES
8770 GEORGINA AVE, SUITE 300, SILVER SPRING, MD 20910, TEL: (301) 592-0200 FAX: (301) 592-0470

KIBART CONSULTING ENGINEERS
901 DULANEY VALLEY ROAD, SUITE 301, FORT COCKER, MD 21034, TEL: (410) 494-1111 FAX: (410) 628-0737

MASER CONSULTING P.A.
22075 BACKLICKER DR, SUITE 110, VERBENA, VA 24166, TEL: (703) 430-4330 FAX: (703) 430-4330

COMMERCIAL CONSTRUCTION
744 NEW RIDGE ROAD, SUITE 3, HANOVER, MD 21076, TEL: (410) 859-4411 FAX: (410) 859-0788

DEVELOPER

PARTNER

ARCHITECT

STRUCTURAL

M/P/E

CIVIL

GENERAL CONTRACTOR

Z A
+ D

1906 design
1116 files
1906 pass
1116 files
1906 pass
1116 files

NO.	DESCRIPTION	DATE
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2	DESIGN	11/11/18
3	DESIGN	11/11/18
4	DESIGN	11/11/18
5	DESIGN	11/11/18
6	DESIGN	11/11/18
7	DESIGN	11/11/18
8	DESIGN	11/11/18
9	DESIGN	11/11/18
10	DESIGN	11/11/18

1906 design
1116 files
1906 pass
1116 files
1906 pass
1116 files



WILLOW MANOR AT FAIRLAND
13605 ROBEY ROAD
SILVER SPRING MD, 20904

D.A.R.C. SUBMISSION TITLE SHEET

A-1

323 WEST PATRICK STREET, REEBERCK, MD 21701
P: 301.698.0020 F: 301.698.0750
WWW.ZA+D.COM

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC) AS ADOPTED BY THE JURY OF APPEALS, MONTGOMERY COUNTY, MARYLAND.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS (DPW) SPECIFICATIONS FOR CONSTRUCTION.

3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS (DPW) SPECIFICATIONS FOR CONSTRUCTION.

4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS (DPW) SPECIFICATIONS FOR CONSTRUCTION.

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7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS (DPW) SPECIFICATIONS FOR CONSTRUCTION.

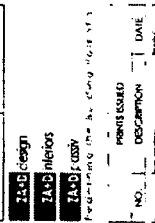
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS (DPW) SPECIFICATIONS FOR CONSTRUCTION.

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10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS (DPW) SPECIFICATIONS FOR CONSTRUCTION.

CODE ANALYSIS

SCOPE OF WORK



1. **Age**—The age of the child is an important factor in the diagnosis of the disease. The age of the child is usually between 1 and 2 years of age.

2. **Gender**—The disease is more common in boys than in girls.

3. **Family History**—The disease is often inherited.

4. **Signs and Symptoms**—The signs and symptoms of the disease are usually mild.

5. **Diagnosis**—The diagnosis of the disease is usually made by a physical examination.

6. **Treatment**—The treatment of the disease is usually supportive.

7. **Prognosis**—The prognosis of the disease is usually good.

8. **Prevention**—The prevention of the disease is usually by avoiding contact with the child.

9. **Complications**—The complications of the disease are usually mild.

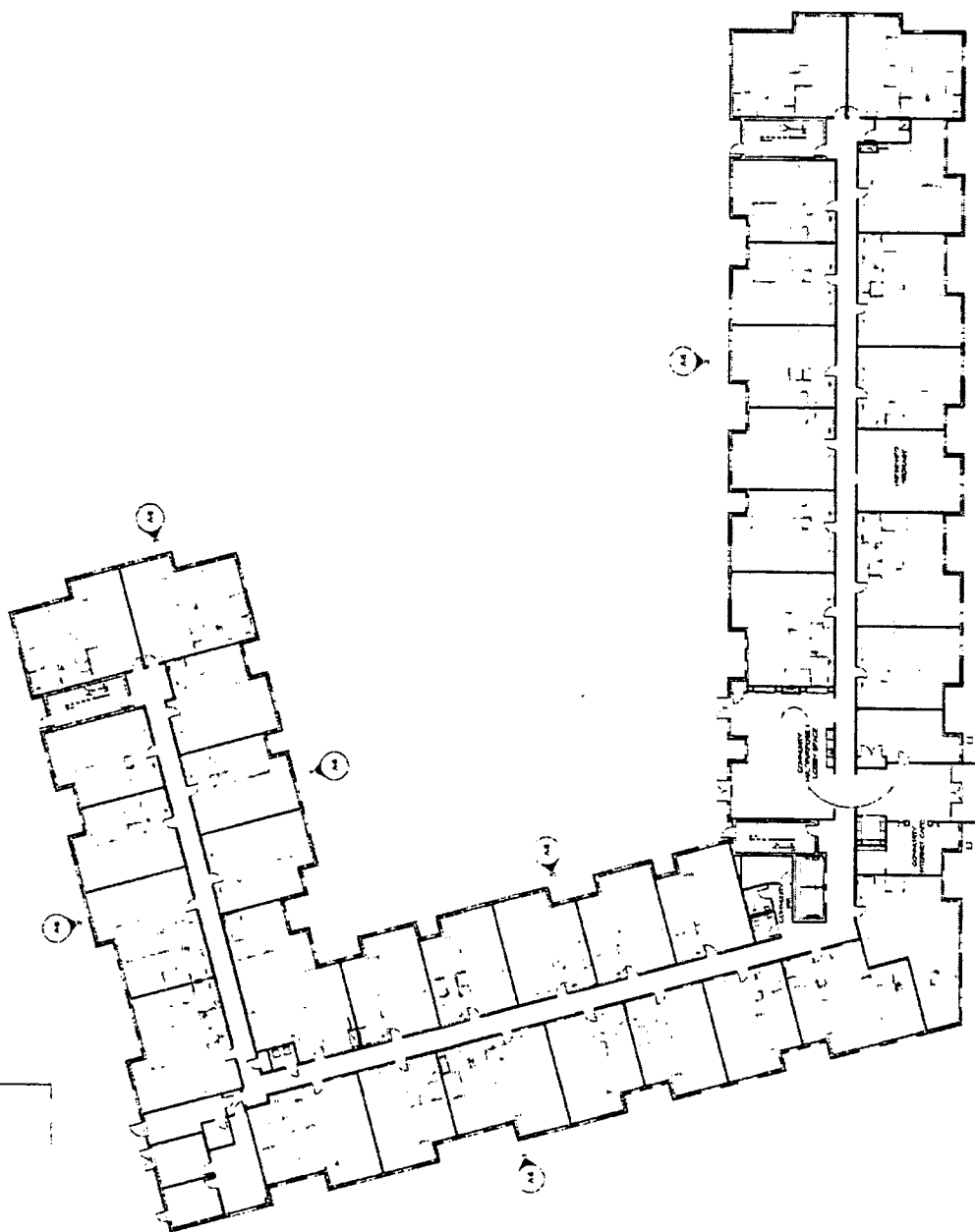
10. **Conclusion**—The disease is a common childhood disease.



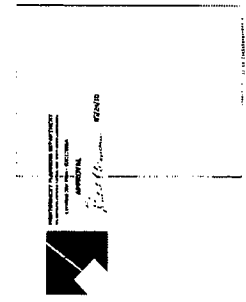
**WILLOW MANOR AT
FAIRLAND**
PROJECT ADDRESS
13605 ROBNEY ROAD
SILVER SPRING MD,
20904
D.A.R.C. SUBMISSION
PLANS

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A-2

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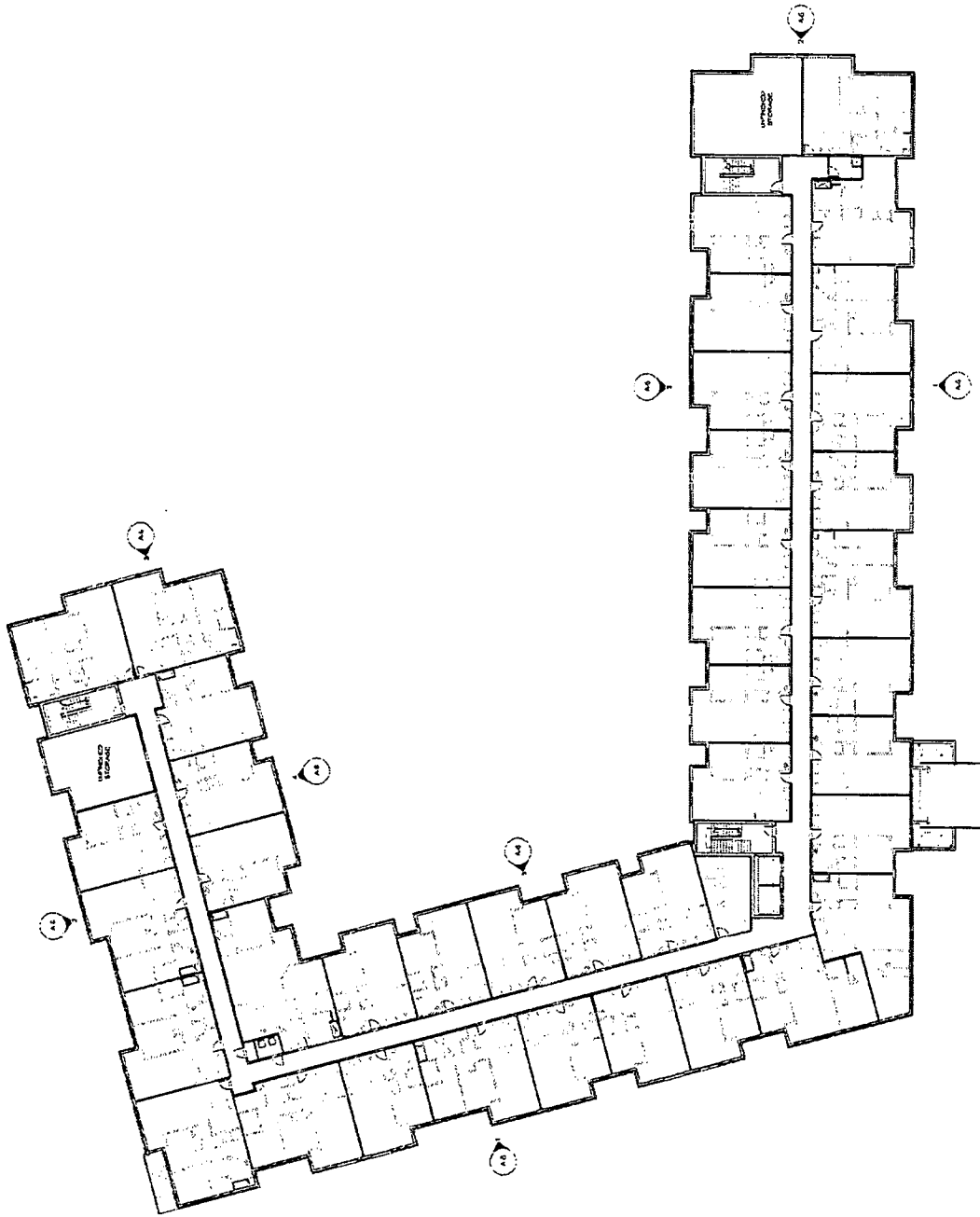
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+ D

DATE design
DATE revisions
DATE PLOTTED
Project Name: 13605 Robey Road
Project Number: 20904
Drawing Number: 13605 Robey Road
Drawing Title: 13605 Robey Road
Drawing Date: 10/23/2024
Drawing Scale: 1/8" = 1'-0"

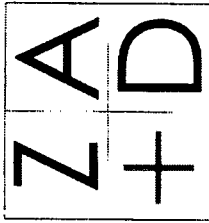
WILLOW MANOR AT FAIRLAND
13605 ROBNEY ROAD
SILVER SPRING MD,
20904
D.A.R.C. SUBMISSION
PLANS



1 SECOND - THIRD FLOOR - OVERALL

A-3

323 WEST PATRICK ST.
FREDERICK, MD 21701
P.301.698.0020 F.301.698.0920
www.d-a-r-c.com



2A+0
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PRINTS ISSUED

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**WILLOW MANOR AT
FAIRLAND**

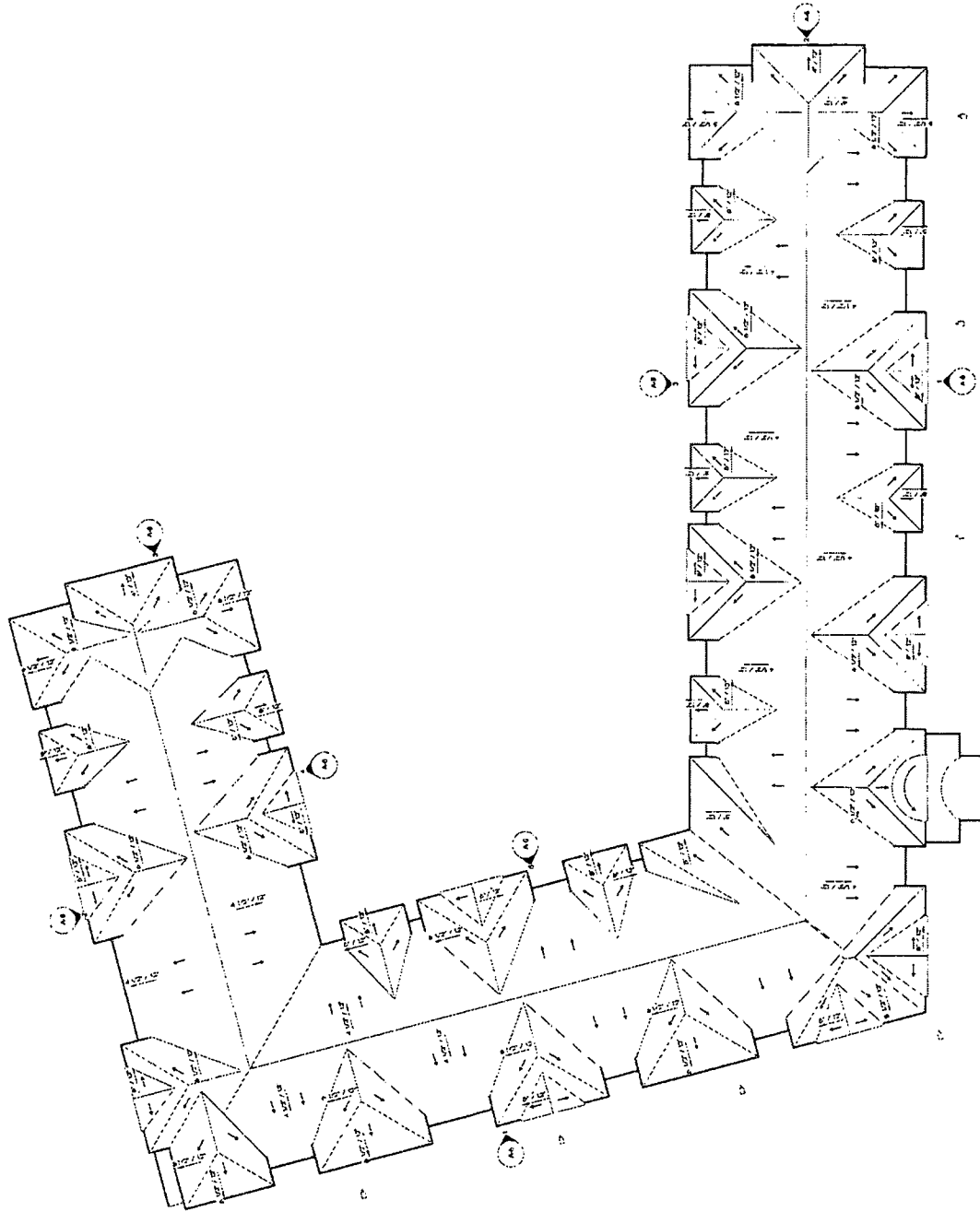
PROJECT ADDRESS
3310 BRIGGS CHANEY
ROAD SILVER SPRING
MD, 20904

SHIFT NAME
D.A.R.C. SUBMISSION
PLAN, ROOF

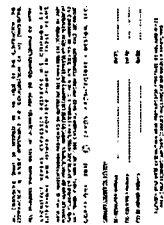
FOR REMOTE;
DRAWING NUMBER;

A-4

323 WEST PATRICK ST.
FREDERICK, MD 21701
P.301.698.0020 F.301.698.0920
www.za-d.com



1 ROOF PLAN.
A-4 SCALE 1/8" = 1'-0"



**WILLOW MANOR AT
FAIRLAND**

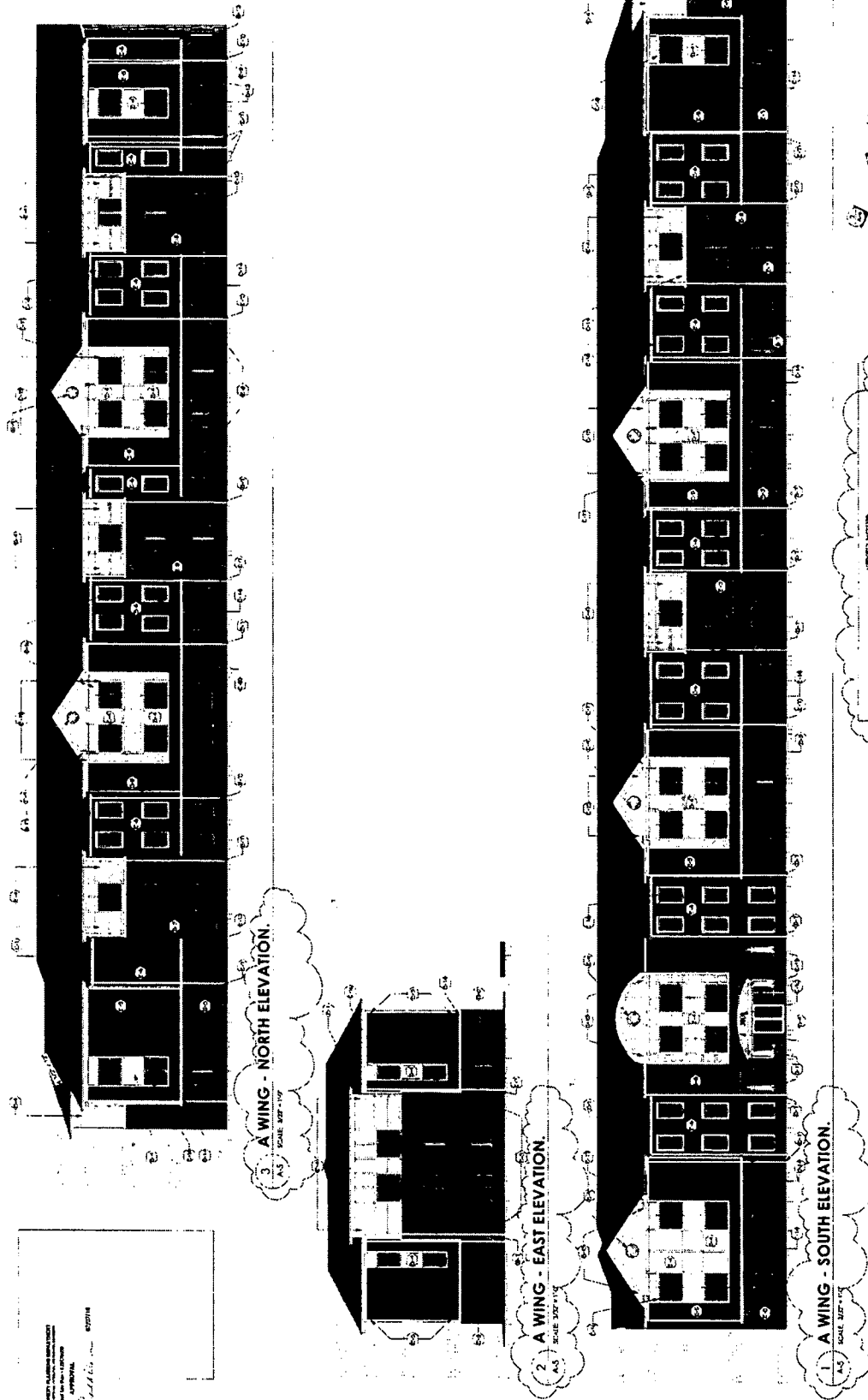
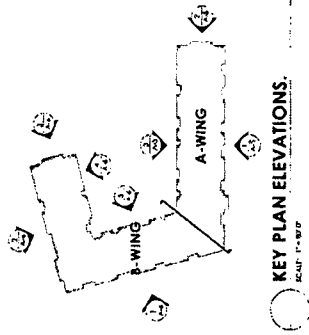
PROJECT ADDRESS:
3310 BRIGGS CHANEY
ROAD SILVER SPRING
MD, 20904

D.A.R.C. SUBMISSION
ELEVATIONS

100

A-5

323 WEST PATRICK ST.
FREDERICK, MD 21701
P.301.698.0020 F.301.698.0920
www.zo-d.com

[illegible]

Z A
+ D

3300 design
3300 interiors
3300 lobby

PRINTS	NO.	DESCRIPTION	DATE



THE ARCHITECT'S SEAL, SIGNATURE, AND EXPIRATION DATE ARE REQUIRED FOR ALL ARCHITECTURAL DRAWINGS. THE ARCHITECT'S SEAL AND SIGNATURE MUST BE PLACED ON THE DRAWING. THE EXPIRATION DATE OF THE ARCHITECT'S SEAL MUST BE PLACED ON THE DRAWING. THE ARCHITECT'S SEAL AND SIGNATURE MUST BE PLACED ON THE DRAWING. THE EXPIRATION DATE OF THE ARCHITECT'S SEAL MUST BE PLACED ON THE DRAWING.



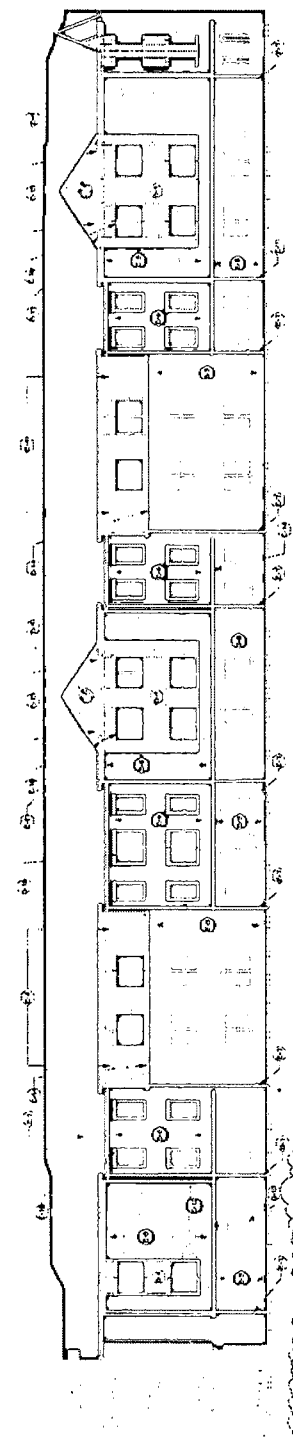
WILLOW MANOR AT FAIRLAND
3310 BRIGGS CHANEY ROAD SILVER SPRING MD, 20904

D.A.R.C. SUBMISSION ELEVATIONS

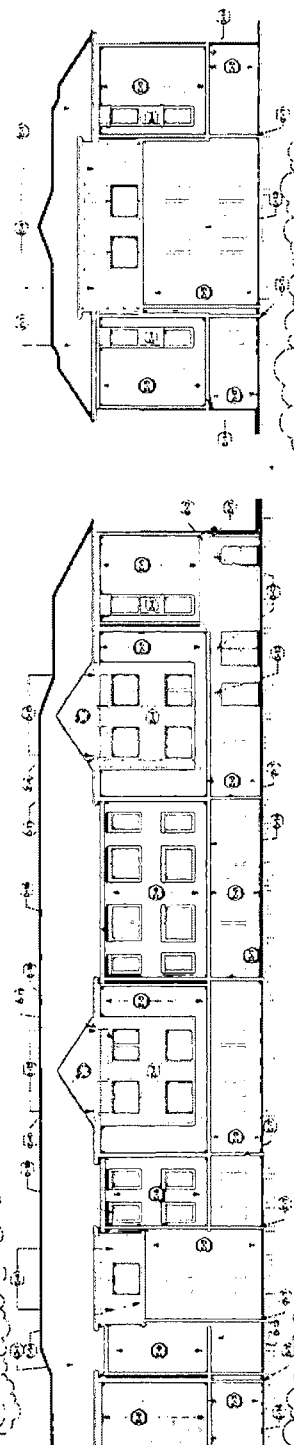
JOB NUMBER: 11/28/2018
DATE: 11/28/2018

A-6

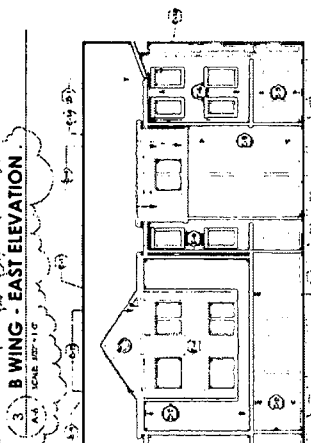
323 WEST PATRICK ST.
FREDERICK, MD 21701
P.301.498.0030 F.301.498.0920
WWW.DAR-C.COM



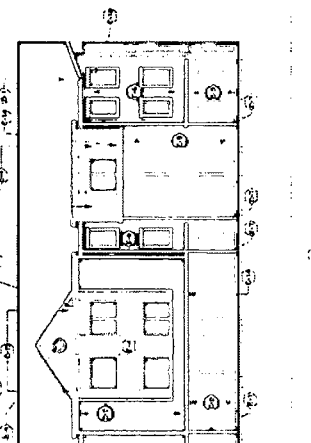
1 B WING - WEST ELEVATION
SCALE: 3/8" = 1'-0"



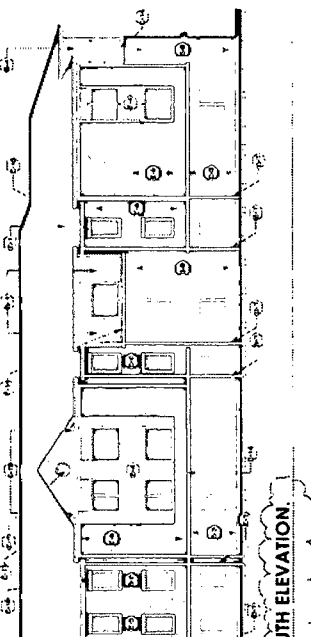
2 B WING - NORTH ELEVATION
SCALE: 3/8" = 1'-0"



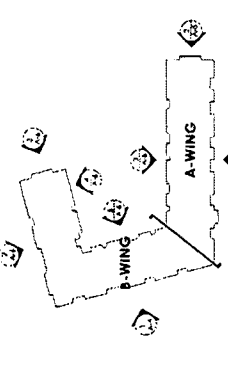
3 B WING - EAST ELEVATION
SCALE: 3/8" = 1'-0"



5 B WING - EAST ELEVATION (2)
SCALE: 3/8" = 1'-0"



4 B WING - SOUTH ELEVATION
SCALE: 3/8" = 1'-0"



KEY PLAN ELEVATIONS.
SCALE: 1/8" = 1'-0"

NOTED NOTES	
E-1	DO NOT MOUNT SIGNAGE OVER GARAGE TRAILER DOOR
E-2	DO NOT MOUNT SIGNAGE OVER GARAGE TRAILER DOOR
E-3	DO NOT MOUNT SIGNAGE OVER GARAGE TRAILER DOOR
E-4	DO NOT MOUNT SIGNAGE OVER GARAGE TRAILER DOOR
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E-18	DO NOT MOUNT SIGNAGE OVER GARAGE TRAILER DOOR
E-19	DO NOT MOUNT SIGNAGE OVER GARAGE TRAILER DOOR
E-20	DO NOT MOUNT SIGNAGE OVER GARAGE TRAILER DOOR

EXHIBIT "E"*Covenants for Maintenance*

The County owns the property designated as "Lot 1" pursuant to a plat of subdivision entitled "LOT 1 EAST COUNTY REGIONAL SERVICE CENTER" as per plat thereof recorded as Plat 25435 among the Land Records of Montgomery County, Maryland (the "Plat"). The Plat establishes Lot 1 consisting of 15.72128 acres, more or less, with frontage on Briggs Chaney Road, Robey Road and Gateshead Manor Way ("Fee Parcel"). The Ground Lease Area is the site of the project ("Project").

In order to construct, operate and maintain the Project, and to satisfy certain requirements of the Site Plan and other regulatory approvals, the Landlord and Tenant agree to the maintenance and liability obligations set forth below:

1. Access via Robey Road and Gateshead Manor - Landlord has constructed and will maintain four (4) separate driveway entrances, all paved drive areas and parking areas leading from Robey Road and Gateshead Manor Way for vehicular ingress and egress, including access by trucks and designated as the "Robey Road" and "Gateshead Manor Entrance" shown on the Site Plan (the "Fee Driveways").
 - (a) Landlord shall be responsible for the performance of any maintenance, repair and replacement of the Fee Driveways, paved drive areas and parking areas, including snow removal and grounds maintenance located on the Fee Parcel; however, Landlord shall invoice Tenant for its pro-rata share of the costs associated with snow removal, maintenance, patching, repairing and repaving the Fee Driveways, paved drive areas and parking areas. Tenant's pro rata share of maintenance costs shall be based upon the number of parking spaces located on the Fee Parcel to which Tenant has a right to use divided by the total number of parking spaces on the Fee Parcel, to be billed on a quarterly basis. Tenant will be responsible for the costs of any repairs to the Fee Driveways, drive areas and parking areas required as a result of any damages occurring from the use of the Fee Driveways, drive areas and parking areas during the initial construction of the Project, and shall reimburse Landlord for same within thirty (30) days of Landlord's request for payment.
 - (b) Landlord shall not interfere with the use and enjoyment of the Fee Driveways, drive areas and parking areas except as is reasonably necessary for the construction, maintenance and repair of same. Notwithstanding the foregoing to the contrary, in the event Landlord needs to reconfigure the Fee Driveways, drive areas and parking areas in order to accommodate its future development of the Fee Parcel, Landlord shall be able to so do without the consent of the Tenant provided, however, that neither Tenant, nor its employees or invitees, shall be denied access to or from the Ground Lease Area at any time.

2. Pedestrian Access to Robey Road - Tenant shall construct a 5' sidewalk extending over Leasehold Parcel to Robey Road as shown on the Site Plan (the "Robey Pedestrian Access").
 - (a) The Landlord shall be responsible for maintenance, snow removal, repair and reconstruction of the Robey Pedestrian Access.
 - (b) Tenant and Tenant's guests and invitees, shall have a right of entry upon the Robey Pedestrian Access for pedestrian and bicycle ingress and egress to Robey Road.
 - (c) The Landlord shall not interfere with the use and enjoyment of the right of entry provided in this paragraph 2 except as is reasonably necessary for the construction, maintenance and repair of the Robey Pedestrian Access.
3. Gateshead Manor Way and Briggs Chaney Road Sidewalk Maintenance - There currently exist sidewalks over the Fee Parcel for pedestrian access within the public right-of-way along the Gateshead Manor Way Drive and Briggs Chaney Road.
 - (a) The Landlord shall be responsible for the construction, maintenance, and snow removal of the sidewalks that are located along Gateshead Manor Way and Briggs Chaney Road.
 - (b) Tenant and Tenant's guests and invitees shall have a right of entry upon the Fee Parcel for pedestrian and bicycle ingress and egress to Gateshead Manor Way and Briggs Chaney Road.
 - (c) The Landlord shall not interfere with the use and enjoyment of the right of entry provided in this paragraph 3 except as is reasonably necessary for the construction, maintenance and repair of the pedestrian access to Gateshead Manor Way and Briggs Chaney Road.
4. Parking Lot Lighting Standards and Associated Utilities - The Site Plan and other regulatory approvals for the Project require the Tenant to install lighting standards and electric services to be located on Fee Parcel as shown on the Site Plan (the "Fee Parcel Parking Lot Lighting") to provide lighting of the parking lot immediately adjacent to the Project.
 - (a) The Landlord shall provide Tenant with a right of entry upon the Fee Parcel to install the lighting standards and necessary underground electrical lines and above ground conduits as per the Site Plan, which must be installed by Tenant in accordance with applicable codes and regulations.
 - (b) The Landlord shall maintain, repair and replace all lighting standards and necessary underground electrical lines and above ground conduits on Fee Parcel at its own cost and expense.

5. Stormwater Management and Bio-Filtration Facility Maintenance - In order to comply with the Site Plan and other regulatory approvals, and in connection with the construction and operation of the Project, certain stormwater management and bio-filtration facilities will be constructed on Leasehold Parcel shown on the Site Plan (collectively the "SWM Facilities").
- (a) The Landlord shall be solely responsible for maintenance obligations of those SWM Facilities located within the Fee Parcel. Tenant agrees that Tenant will not obstruct or permit anyone else to obstruct the SWM Facilities. Tenant will not construct, or permit the construction of, any building or structure of any kind in the location of the SWM Facilities. Tenant will not perform or permit any fill or excavation activities or plant any trees within the location of the SWM Facilities without the Landlord's prior written consent.
 - (b) The Tenant shall be solely responsible for the maintenance obligations of those SWM Facilities located within the Leasehold Parcel. Landlord agrees that Landlord will not obstruct or permit anyone else to obstruct the SWM Facilities. Landlord will not construct, or permit the construction of, any building or structure of any kind in the location of the SWM Facilities. Landlord will not perform or permit any fill or excavation activities or plant any trees within the location of the SWM Facilities located on the Leasehold Parcel without the Tenant's prior written consent.
 - (c) Montgomery County Department of Environmental Protection, will at all times have, and retain, a right of ingress and egress over Leasehold Parcel via any road or parking lot located within Leasehold Parcel and the Fee Parcel to inspect, install, construct, reconstruct, modify, alter, maintain, repair, replace, operate, monitor, and inspect the SWM Facilities, and shall take such necessary measures as are reasonably practicable to minimize any interference with the Tenant's use of Leasehold Parcel or the operations of the Project. Except in the case of an emergency, Montgomery County Department of Environmental Protection, as the case may be, will provide not less than seven (7) days prior notice to the Tenant before performing any structural maintenance or repair of the SWM Facility(ies) and will also notify the Tenant after completing the maintenance or repair work specified in the notice.
 - (d) The Tenant shall not engage in act or activity that would interfere with the proper use and operation of the SWM Facilities.
6. Grounds Maintenance, Snow Removal and Sidewalk Maintenance - Tenant shall be responsible for all maintenance to all improvements located on the Leasehold Parcel, including, but not limited to all sidewalk maintenance, lighting, snow removal and landscaping.

EXHIBIT "F"

Insurance Requirements

Prior to the execution of this Ground Lease by the Tenant, the Tenant must obtain at its sole cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the County's Division of Risk Management. This insurance must be kept in full force and effect during the term of the Ground Lease, including all extensions. The insurance must be evidenced by a certificate of insurance sent to the County, and if requested by the County, the Tenant and/or its construction contractor must provide copies of the insurance policies. The Tenant's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *fifty-one million dollars (\$51,000,000) per occurrence and ten million dollars (\$10,000,000) annual aggregate*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Property Coverage

An All-Risks or Special Risks property insurance policy to cover the improvements on the Land with replacement cost coverage.

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident*
- Bodily Injury by Disease - \$500,000 policy limits*
- Bodily Injury by Disease - \$100,000 each employee*

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Tenant's Commercial Liability and Excess/Umbrella Insurance.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland

DHCA

1401 Rockville Pike, 4th floor

Rockville, Maryland 20850

Attn: Kenneth Vinston



State of Maryland Land Instrument Intake Sheet
Information provided is for the use of the Clerk's Office,
State Department of Assessments and Taxation, and County Finance Office Only.

Certified By: Ramey, Audrey

Approved on: 11/20/2018
10:46:01 AM

1. Type(s) of Instruments	<input type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other Amended & Restated Ground Lease <input checked="" type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input type="checkbox"/> Other		
2. Conveyance Type	<input type="checkbox"/> Arms Length <input type="checkbox"/> Not Arms Length <input type="checkbox"/> Not a farm <input type="checkbox"/> Farm within five years		
3. Tax Exemption (if Applicable)	Recordation 12-108(e) State Transfer 12-108 (e) Cite or Explain Authority County Transfer		
4. Consideration and Tax Calculation	Consideration Amount:		Finance Office Use Only:
	Purchase Price/Consideration	\$ 0.00	Transfer Tax Consideration
	Any New Mortgage	\$ 0.00	X(0)%
	Balance of Existing Mortgage	\$ 0.00	Less Exemption Amount)
	Other 1	\$ 0.00	Total Transfer Tax
	Other 2	\$ 0.00	Recordation Tax Consideration
	Full Cash Value	\$	X(0) per \$500.00
			TOTAL DUE
5. Fees	Amount of Fees:		Doc.1 Doc.2
	Recording Charge	\$ 75.00	\$ 0.00
	Surcharge	\$ 40.00	\$ 0.00
	State Recordation Tax	\$ 0.00	\$ 0.00
	County Transfer Tax	\$ 0.00	\$ 0.00
	State Transfer Tax	\$ 0.00	\$ 0.00
	Other 1	\$ 0.00	\$ 0.00
Other 2	\$ 0.00	\$ 0.00	Ag. Tax/Other
6. Description of Property SDAT requires submission of all application information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i)	District		Property Tax ID No.(1)
	05	03129480	Grantor Liber/Folio
			13885/0643
	Map		Parcel No.
		P708	Var. LOG
	Subdivision Name		Lot (3a)
	001-PT OF BEAR GARDEN	P708	Block (3b)
	Sect/AR (3c)		Plat Ref.
			SqFt/Acreage(4)
	Location/Address of Property being Conveyed(2)		
	BRIGGS CHANEY RD, SILVER SPRING, MD 20904		
	Other Property Identifiers (if applicable)		Water Meter Account Number
Residential <input type="checkbox"/> Non-Residential <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Ground Rent <input type="checkbox"/> None <input type="checkbox"/>		Amount \$ 0.00	
Partial Conveyance ?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Partial Conveyance, List Improvements Conveyed:			
Discription/Amount of SqFt/Acreage Transferred:			
7. Transferred From	Doc.1 - Grantor(s) Name(s)		Doc.2 - Grantor(s) Name(s)
	MONTGOMERY COUNTY, MARYLAND		
	Doc.1 - Owner(s) of Record, if Different from Grantor(s)		Doc.2 - Owner(s) of Record, if Different from Grantor(s)
8. Transferred To	Doc.1 - Grantee(s) Name(s)		Doc.2 - Grantee(s) Name(s)
	WILLOW MANOR AT FAIRLAND, LLLP		
	New Owner's(Grantee/Grantor's(for Deed of Trust)) Mailing Address		
9. Other Names to be Indexed	c/o KB Companies Inc., 5670 B Furnace Avenue, Elkridge, MD 21075		
	Doc.1 - Additional Names to be Indexed (Optional)		Doc.2 - Additional Names to be Indexed (Optional)
10. Contact/Mail Information	Instrument Submitted By or Contact Person		
	Name :	Karin Hufnagel, Paralegal	
	Firm :	Carney, Kelehan, Bresler, Bennett & Scherr, LLP	
	Address :	10715 Charter Drive Suite 200 Columbia, MD - 21044	
	Telephone :	(410)740-4600	
	Hold for Pick up <input type="checkbox"/> Return to Address Provided <input checked="" type="checkbox"/> Return to Contact Person <input checked="" type="checkbox"/>		
11. Assessment Information	IMPORTANT: both the Original Deed and a Photocopy must accompany each transfer		
	Will the property being conveyed be the grantee's/grantor's(for Deed of Trust) principal residence ?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Does transfer include personal property ?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If yes, identify:		
	Was property surveyed ? If yes, attach copy of survey(if recorded, no copy is required)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Remark: Assigned Tax ID No. 05-03815922 for PT OF BEAR GARDEN ENL ETC GROUND LEASE			
Case Number or File Number: 49046-8019			

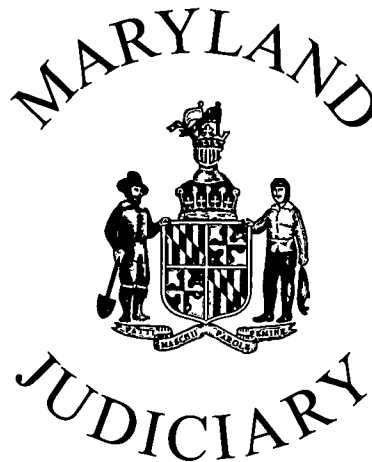
LR - Amendment
Recording Fee 75.00
Name: Willow Manor
Ref:
LR - Amendment
Surcharge 40.00
=====

SubTotal:	115.00
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Total:	115.00
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11/20/2018 12:06
CC15-KMC
#11297201 CC0602 -
Montgomery
County/CC06.02.06 -
Register 06



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BARBARA H. MEIKLEJOHN
Clerk of the Circuit Court for Montgomery County
50 Maryland Avenue
Rockville, Maryland 20850
Recording and Licensing
(240) 777-9470