

**DECLARATION OF
SHARED PARKING AND RECIPROCAL EASEMENTS**

THIS DECLARATION OF SHARED PARKING AND RECIPROCAL EASEMENTS (this “**Declaration**”) is made as of _____, 2022 (“**Effective Date**”), by 14 Firstfield Holdings LLC, a Delaware limited liability company (“**14 FF Owner**” or “**Declarant**”).

RECITALS

A. The Declarant is the owner of fee title of that certain parcel of land and improvements thereon located at 14 Firstfield Road, Gaithersburg, Maryland (“**14 FF Property**”), more particularly described on **Exhibit A** attached hereto and made a part hereof. The 14 FF Property is subject to that certain Sketch Plan SK-8813-2021 approved by the Mayor and Council of the City of Gaithersburg, Maryland, as amended (the “**Sketch Plan**”), and is depicted as Block 2 on the Sketch Plan attached as **Exhibit B** attached hereto and made a part hereof.

B. The 14 FF Property is subject to that certain Schematic Development Plan SDP-9003-2021 (the “**SDP**”) approved by the City of Gaithersburg which permits the development of the 14 FF Property with a north building, a south building with a manufacturing and amenities annex, a parking structure and open space and related amenities as depicted on the SDP Plan attached as **Exhibit C** attached hereto and made a part hereof. The SDP approves a preliminary plan of subdivision subdividing the 14 FF Property into three lots or parcels containing: 1) the private streets A and B; 2) the structured parking garage; and 3) the north and south buildings and related open space. The north and south buildings are separated by a private street C. The Sketch Plan, the SDP, and all amendments and Site Plan approvals are referred to herein as “**Development Approvals.**” Any permit to construct and implement the Development Approvals is referred to herein as a “**Permit**”.

C. The stand-alone structured parking garage is proposed to provide all or most of the parking required by development approvals for the 14 FF Property; and the balance of the parking required by the development approvals for the north building which is not provided by the parking below the north building; and up to 225 spaces for the use of 700 Quince Orchard Road pursuant to the terms of that certain recorded Parking Easement Agreement between the 14 FF Owner and the owner of 700 Quince Orchard Road dated October 23, 2020 recorded in the land records of Montgomery County, Maryland in Liber 61819 at folio 413 (the “**700 QO Parking Easement**”).

D. For the purposes of this Declaration, the lot or parcel containing the structured parking garage, part of Street C, and related site improvements is referred to as the “**Garage Lot**”, the part of a lot containing the south building, its manufacturing and amenities annex, the Quad central open space, and related site improvements lying south of Street C is referred to as the “**South Building Parcel**”, the part of a lot

containing the north building, its underground parking levels, and related site improvements lying north of Street C is referred to as the “**North Building Parcel**”, and the lot containing the improvements for Streets A and B are referred to as the “**Street Parcel**”. The South Building Parcel and the North Building Parcel are proposed as a single lot in the SDP and where appropriate herein is referred to collectively as the “**Building Lot**”.

E. Since the 14 FF Property is intended to be subdivided, the 14 FF Owner, as sole owner of the Garage Lot, the South Building Parcel, the North Building Parcel, and the Street Parcel desires to declare certain reciprocal easements to facilitate development of the multiple improvements over time, provide pedestrian and vehicular access across the streets and pedestrian sidewalks and paths as completed, provide utility and construction easements to facility construction, maintenance and repair, and provide for the shared use and expenses of the structure parking garage on the Garage Lot, all for the benefit of the Garage Lot, the South Building Parcel, the North Building Parcel, and the Street Parcel, their respective owners and the Permittees and Parking Permittees (as defined below) as described in this Agreement, over and across the 14 FF Property, subject in all respects to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the 14 FF Owner does hereby declare as follows for the benefit of the Building Lot, Garage Lot and Street Parcel:

1. Reciprocal Vehicular Access Easement. Declarant declares a non-exclusive reciprocal easement, in common with others, over and across the 14 FF Property for the purpose of providing the Declarant, the owners of the Building Lot, the Garage Lot and the Street Parcel and their respective agents, employees, tenants, and invitees (collectively, “**Permittees**”) unimpeded vehicular ingress and egress over all built private streets that are part of the vehicular circulation system accessing public roads, commencing upon completion of construction and the opening for use of any segment of the private roads (“**Vehicular Easement**”), subject to the reserved rights of Declarant in Section 3 below, and further subject to the terms of that certain Diamond Farms Shared Access and Termination Agreement for the benefit of Lot 12, Block C with address of 700 Quince Orchard Road, August 26, 2019 and recorded in the land records of Montgomery County in Liber 058199 at folio 121.

2. Reciprocal Pedestrian and Bicycle Access Easement. Declarant declares a non-exclusive reciprocal easement, in common with others, over and across the 14 FF Property for unimpeded pedestrian access to, and use of all built sidewalks and walkways outside of the exterior perimeter of the buildings (saving and excepting any areas marked private) (“**Pedestrian Easement**”) and, with respect to any path designed for bicycle use, for unimpeded bicycle access (“**Bicycle Easement**”), to the owners of the Building Lot, the Garage Lot and the Street Parcel and their respective Permittees, subject to the reserved rights of Declarant set forth in Section 3 below, commencing upon the completion of construction and opening for use of any such sidewalks and

walkways on the 14 FF Property. Except as may be otherwise set forth herein, the owner of the land underlying any segment of the sidewalks and pathways shall be responsible for maintenance, repair, and as necessary, replacement, in a good, clean, safe, and sanitary condition of all sidewalks and walkways on such owner's Lot.

3. Declarant Reserved Rights. The Declarant reserves the right to temporarily close the Vehicular and Pedestrian Easements from time to time for the purposes specifically provided in this Agreement, including the right to close the Easements overnight from midnight to 5:00 a.m. at its sole option for inspection, housekeeping, and maintenance. The use of the Easements may be temporarily suspended or limited, in whole or in part, from time to time, by the Declarant, to make emergency or scheduled major maintenance, repairs and construction on the structures and features on, over, under and along the Easements; for utility system installation and construction activities to implement any Development Approvals; for and where and when necessary to protect the public safety; to respond to or prevent threats to personal, building or corporate security; to prevent damage or physical waste to the Easements by users; to remove or prevent nuisances and trespass; to disperse unauthorized assembly on private property, or take legal action for unauthorized or illegal noise, amplified speech, harassing behaviors, panhandling, loitering, sleeping, and other behaviors and activities not consistent with a quality, safe, and secure privately owned property in the Gaithersburg, Maryland market. In addition, the Declarant reserves the right to temporarily close Street C, from time to time, for campus events and company functions. In all events, however, the Declarant shall: (a) provide the owners of the North Building Parcel and South Building Parcel and their respective Permittees (and appropriate Gaithersburg public safety officials) with reasonable advance notice of any such temporary closure, suspension, or limitation and the expected duration thereof, and (b) use commercially reasonable efforts to minimize the duration and scope of any such temporary closure, suspension, or limitation.

4. Gas, Electrical, Water, Communications, Sanitary Sewer and Storm Drain Easements. Declarant declares a non-exclusive reciprocal gas, electrical, water, communications, sanitary sewer, storm drain and storm water management facility (individually the "Utility System" or collectively the "Utility Systems") easements over such portions of the 14 FF Property as are reasonably required to ensure that the Building Lot, the Garage Lot, and the Street Parcel are each adequately served by the Utility Systems located on the 14 FF Property or to conform the Utility Systems with the requirements of the Development Approvals or any Permit Approval. Declarant declares a non-exclusive reciprocal easement to each of the owners of the Building Lot, the Garage Lot and the Street Parcel for the installation, relocation, maintenance, repair, replacement, operation and inspection of Utility Systems located within the aforementioned easement areas, together with (for the purpose of constructing and maintaining such Utility Systems only) the right of reasonable ingress and egress along and over said easements upon reasonable prior notice to the burdened owner. No owner shall have the right to tie into existing Utility Systems unless such Utility Systems have sufficient capacity to accommodate such added use or unless the owner desiring to tie in increases the capacity of such Utility System at such owner's expense.

5. Maintenance of Street Parcel and Street C Improvements. The maintenance of the Street Parcel and Street C shall be the responsibility of the owner of the Building Lot, except that any landscaping, fixtures and furniture, enhanced sidewalk, and other similar upgraded improvements located on the Building Lot or the Garage Lot shall be the responsibility of such lot owner for maintenance, repair and replacement of such landscaping, fixtures, and furniture, enhanced sidewalk, and other similar upgraded improvements.

6. Temporary Maintenance and Construction Easement. The Declarant declares an easement for Declarant, the owners of the Building Lot, Garage Lot and Street Parcel and their architects, contractors, subcontractors, materialmen and others engaged in performing maintenance, construction or construction-related work on the 14 FF Property in accordance with a Development Approval and Permit to use portions of the 14 FF Property to the extent necessary for the purpose of performing maintenance or construction work, including the right to move materials, equipment and personnel involved in such work on and through the 14 FF Property, provided such use does not unreasonably interfere with the use of any part of the 14 FF Property by the owner thereof or its Permittees. Notice shall be sent at least thirty (30) days before the Declarant or any owner of the Building Lot, Garage Lot or Street Parcel exercise the rights granted in this Section, and shall limit its activities to those portions of the of 14 FF Property necessary and within the limits reasonably designated by the subject owner. The party exercising such rights shall indemnify the owner of such burdened land for all claims and damages arising out of the exercising party's use, obtain insurance in accordance below for the activities naming the owner of the burdened land as an additional insured, and restore the burdened land to original or better condition promptly upon completion.

7. North Building Parcel below-grade structure Easement. The Development Approvals provide for the connection of the North Building below grade parking structure to the structured garage on the Garage Lot over and across the lot line between the Garage Lot and the Building Lot. Declarant grants a perpetual easement for the benefit of the Building Lot on, under and across the Garage Lot for the encroachment of the North Building below-grade parking garage and integrated loading dock structure onto the Garage Lot and any connection between the improvements on the Garage Lot and the Building Lot ("**Encroachment Easement**") and declares that the encroachment upon Garage Lot shall be permissive pursuant to the terms of this Declaration. The owner of the Building Lot waives and relinquishes any and all claims to adverse possession or possession by prescription in connection with the encroachment of the improvement onto the Garage Lot. The owner of Building Lot shall be solely responsible for all costs and expenses in connection with the maintenance, upkeep, and insurance of the below grade parking structure and loading dock improvements in the Encroachment Easement.

8. Grant of Shared Parking Easement; Term.

8.1 Grant. From and after the Effective Date, the Declarant, intending to bind the 14 FF Property, subject to the terms of this Agreement and the reservation of rights in Sections 8.7 (Declarant Reserved Rights) below and subject to the terms of the 700 QO Shared Parking Easement, hereby grants for the benefit of the South Building Parcel and North Building Parcel and their respective Parking Permittees (as defined in Section 9.1 below): (a) a non-exclusive appurtenant easement (“**Shared Parking Easement**”) for the use of the Parking Spaces (as defined below) in common with others within the Garage Lot, and (b) a non-exclusive, appurtenant easement for the use of the parking aisles, driveways, and walkways over and across the Garage Lot to access the Parking Spaces (collectively, the “**Access Easement;**” together with the Shared Parking Easement, the “**Parking Easements**”).

8.2 Term. The term of the Easements shall commence on the Effective Date and shall continue thereafter in perpetuity.

8.3 Defined Terms. For purposes of this Agreement, (a) “**Parking Spaces**” means the number of parking spaces to be located on the Garage Lot to accommodate the number of parking spaces to meet the minimum number of parking spaces required by applicable Legal Requirements (as defined below) for respective improvements on the North Building Parcel or South Building Parcel that are not provided on or within their respective North or South Building Parcels. Any on-street parking spaces (if any) on the north side of Street A fronting on the South Building Parcel may be counted towards the spaces required by applicable Legal Requirements for the South Building Parcel; (b) “**Legal Requirements**” means all laws, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants, and restrictions now or hereafter applicable to the 14 FF Property, and (c) “**Governmental Authority**” means any federal, state, regional, municipal, local, or other governmental authority or agency, including, without limitation, quasi-public agencies.

8.4 No Fee or Cost. Except for the share of the Maintenance Costs (as defined below) or as otherwise specifically provided in this Agreement, the Declarant shall provide the Easements without fee, charge, or cost to the owner(s) of the North Building Parcel and South Building Parcel and their respective Parking Permittees.

8.5 Charging Stations. In the event shared electric charging stations are installed within the Garage Lot for the purpose of allowing electric cars to be recharged, the users of the electric charging stations may be individually responsible for the costs, and any uncaptured utility and operating costs shall be part of the Maintenance Costs of the Garage.

8.6 Signage. The Declarant (or its assignee the Garage Lot Owner) shall have the right to install signage designating certain reserved or exclusive spaces within the Garage. Any spaces not designated with signage will be shared spaces, in common with others, on a first come – first use basis.

8.7 Declarant Reserved Rights. The Declarant reserves the right to temporarily close the Parking Easements from time to time for the purposes specifically provided in this Agreement, including the right to close the Easements overnight from midnight to 5:00 a.m. at its sole option for inspection, housekeeping, and maintenance. The use of the Easements may be temporarily suspended or limited, in whole or in part, from time to time, by the Declarant, to make emergency or scheduled major maintenance, repairs and construction on the structures and features on, over, under and along the Easements; where and when necessary to protect the public safety; to respond to or prevent threats to personal, building or corporate security; to prevent damage or physical waste to the Easements by users; to remove or prevent nuisances and trespass; to disperse unauthorized assembly on private property, or take legal action for unauthorized or illegal noise, amplified speech, harassing behaviors, panhandling, loitering, sleeping, and other behaviors and activities not consistent with a quality, safe, and secure privately owned property in the Gaithersburg, Maryland market. The Declarant reserves the right to make changes to the Garage structure and Parking Spaces from time to time, including by way of illustration but not limitation, install solar arrays and other sustainability elements and related equipment in or on the Garage, add or modify habitable spaces within the Garage such as the Visitor Center and/or daycare center and/or other accessory uses. In all events, however, the Declarant shall: (a) provide the owners of the North Building Parcel and South Building Parcel and their respective Parking Permittees with reasonable advance notice of any such temporary closure, suspension, or limitation and the expected duration thereof, and (b) use commercially reasonable efforts to minimize the duration and scope of any such temporary closure, suspension, or limitation.

9. Parking Area Operation; Maintenance.

9.1 Use. The Parking Spaces shall be used only for the parking of personal, non-commercial vehicles of the North Building Parcel and South Building Parcel, its agents, employees, tenants, and invitees (collectively, “**Parking Permittees**”); (b) no physical waste or damage shall be committed upon or to the Parking Area by an owner and the Parking Permittees; (c) the Parking Spaces will not be used in violation of any applicable Legal Requirements; (d) the Parking Spaces shall not be used for the storage of any materials or as a staging area for any construction without the advance approval of the Declarant; and (e) the owner of the North Building Parcel and South Building Parcel and their respective Parking Permittees shall not use the Easements in any manner that unreasonably interferes with the Declarant’s use and enjoyment of the 14 FF Property. The owners of the North Building Parcel and the South Building Parcel shall comply with all applicable Legal Requirements and reasonable rules and regulations established by the with respect to the use of the Easements. The Declarant shall enforce such rules and regulations in a non-discriminatory manner.

9.2 Maintenance. The Declarant shall, in accordance with applicable Legal Requirements, cause the Garage Lot and the Parking Spaces to be maintained and repaired in a clean and orderly manner consistent with comparable

parking areas for commercial office and laboratory space in the Gaithersburg, Maryland submarket, which maintenance and repair shall include, without limitation, (a) causing accumulated snow, ice, trash, and rubbish to be promptly removed from the Parking Spaces; (b) promptly repair any potholes, cracks, or other defects in the Parking Area and within the Access Easement; (c) causing the Parking Spaces and the area of the Access Easement to be re-striped, as necessary; and (d) if lighting is provided in or to the Garage, maintain lights and provide power to maintain operational lighting as needed or desirable in the reasonable determination of the Declarant. Such maintenance and repair activities may result in temporary closures of all or portions of the Parking Spaces, Garage, and Access Easement. If such activities will prevent the Parking Permittees from using the Parking Spaces, then the Declarant shall: (i) provide reasonable advance notice of any such temporary closures and the expected duration thereof, and (ii) use commercially reasonable efforts to minimize the duration and scope of any such temporary closure.

9.2.1 Maintenance and Operating Costs. The reasonable, actual, out of pocket costs incurred by the Declarant to operate the Garage Lot and perform the maintenance and repair activities described in Sections 3.2(a), (b), and (d) (including utilities consumed in operation) are hereinafter collectively referred to as the “**Maintenance Costs.**” On and after any Parking Spaces are utilized by any Parking Permittees of the North Building Parcel or South Building Parcel in accordance with Section 2.1 above, Maintenance Costs shall include, in addition to the foregoing, the reasonable, actual, out of pocket costs of elevator maintenance and service contracts, utility service and maintenance of charging stations if available to all users, monitoring and security service contracts, utility costs for operation of the Garage, maintenance of any green roofs on the Garage, and parking management fees. The Maintenance Costs shall be allocated pro rata between the Declarant and each respective owner of the North Building Parcel and the South Building Parcel, taking in consideration any contribution from the 700 QO Owner, by the ratio of the number of Parking Spaces allocated to the North Building Parcel and the South Building Parcel and the total number of parking spaces located within the Garage Lot. Until one or more buildings are occupied on the 14 FF Property, the total number of parking spaces located within the Garage Lot for the purpose of calculating pro rata share shall only include those Parking Spaces allocated to the North Building Parcel, the South Building Parcel and any additional spaces provided under the Parking Easement Agreement with the 700 QO Owner, and any spaces utilized daily for vehicular parking by third parties as permitted by the Declarant. On a periodic basis (but not more frequently than once per calendar month), the Declarant may send to the owners of the North Building Parcel and the South Building Parcel an invoice (a “**Maintenance Costs Invoice**”) of the Maintenance Costs, together with appropriate back-up, including copies of contractor’s invoices for the Maintenance Costs. Within 30 days of receipt of the Maintenance Costs Invoice, payment shall be due the Declarant. If any sum due under this Agreement, is not timely paid then such sum shall bear interest thereon at the annual rate of 8%, compounded monthly, together with reasonable attorneys’ fees for collection costs. Neither the delinquent amount nor the interest thereon shall constitute a lien unless the Declarant obtains a judgment lien in the enforcement of this Agreement.

9.2.2 Audit. The owner of the North Building Parcel and the South Building Parcel shall have the right to inspect and audit the books and records maintained by the Declarant for the Maintenance Costs and insurance premiums at least once a year during regular business hours at the offices of the Declarant or its management agent. The Declarant shall maintain such books and records in the greater Washington, D.C. metropolitan area.

9.3 Alterations. Except as set forth in Section 3.2 (Maintenance), the Declarant shall not be required to make any changes, improvements, repairs, additions, or alterations (collectively, “**Alterations**”) to the Garage Lot or the Parking Spaces. However, the Declarant reserves the right to make Alterations to the Garage Lot and/or Parking Spaces, and will use reasonable efforts to avoid material interference or impairment of the rights of the Parking Permittees under this Agreement. The Declarant will provide at least 3 Business Days’ (as defined below) advance notice of any such Alterations that would be reasonably expected to materially interfere or impair the rights of the Parking Permittees under this Agreement. If such activities will prevent or hinder the Parking Permittees from using the Parking Spaces, then the Declarant shall: (a) provide reasonable advance notice of any such temporary interference or impairment and the expected duration thereof, and (b) use commercially reasonable efforts to minimize the duration and scope of any such temporary interference or impairment. Except as expressly permitted in this Agreement, no other owner shall make any Alterations to the Garage Lot or the Parking Spaces.

9.4 Security. Nothing in this Agreement obligates the Declarant to provide security monitoring and response to the Easement Area and Parking Spaces. The Declarant has the right to implement security monitoring in the manner of its choice (which monitoring, if implemented, shall be consistent with security monitoring provided at comparable parking facilities in the Gaithersburg, Maryland submarket) and thereafter the reasonable cost of the service contracts and the operation and maintenance of related monitoring equipment shall be included in Maintenance Costs.

10. Liability; Indemnification.

10.1 General. The Declarant shall not be liable to any owner, Permittee, Parking Permittee, or any other person for any damage to person or property, or for any loss incurred on or about the Garage Lot, Parking Spaces or area of the Access Easement or any other easement, except to the extent such damage or loss is due to the negligence or intentional misconduct of the Declarant or its agents, employees, invitees, representatives, officers, shareholders, managers, and members.

11. Damage. In the event of damage or destruction of the improvements on the Garage Lot, the Parking Spaces, and/or area of the Access Easement, or of all or any other portion of the 14 FF Property necessary for access to or use of the Easements, which prevents an owner and their Parking Permittees from utilizing the Easements, then this Agreement shall be suspended as to the Parking Spaces that can no longer be provided or accessed as a result of such damage or destruction until such

time as the owner and the Parking Permittees are again able to access and utilize such Parking Spaces. If such damage or destruction occurs, the Declarant shall, at its sole cost and expense, promptly repair or rebuild the Parking Area, Parking Spaces, the area of the Access Easement, and/or other portion of the 14 FF Property as may be necessary or desirable to the Declarant in light of any such damage or destruction. During any such repair and rebuilding, the use of and access to the Parking Area, Access Easement, and/or the Parking Spaces, or any of them, by an owner of the North Building Parcel and the South Building Parcel and their Parking Permittees may be restricted or denied for such time as may be reasonably required to enable the Declarant to complete such repair or restoration, but the Declarant shall exercise good faith efforts to provide a proportionate number of temporary spaces on the Garage Lot based on the total parking spaces that remain accessible and usable.

12. Condemnation. In the event of a condemnation or taking under governmental authority of all or a portion of the Garage Lot, Parking Spaces, Access Easement, and/or other portion of the 14 FF Property necessary for access to the Parking Area, which taking prevents an owner of the South Building Parcel or the North Building Parcel and the Parking Permittees from utilizing the Easements, the owner of the North Building Parcel or the South Building Parcel shall not be entitled to pursue a separate award for such taking without the Declarant's prior written approval (which approval shall not be unreasonably withheld, delayed, or conditioned), provided, under all circumstances, such owner's pursuit of such any award shall not negatively affect or impair any award sought by or available to the Declarant.

13. Access Control. If the Declarant determines that controlled access is required or desirable for the Garage Lot or Parking Spaces, the Declarant may install an automatic security gate at each of the entrances to the Garage, which entrance shall be accessible through magnetic security access cards, security code, biometric read or other method of access or such other type of access control measures. The owner of the North Building Parcel and the South Building Parcel shall pay the reasonable cost of activating and replacing the access devices for its Parking Permittees.

14. Insurance. The owner of the North Building Parcel and the South Building Parcel will keep in force at their respective expense from the Effective Date, commercial general liability insurance covering their Parking Permittees' use of the Easements from insurers reasonably acceptable to and in form reasonably satisfactory to the Declarant insuring as additional insureds such owner and the Declarant, with commercial general liability limits of \$3,000,000 ("**Threshold Amount**") for bodily injury and property damage. The certificates for such coverage with proof of payment shall be provided to the Declarant prior to such owner's initial use of the Easements and shall deliver all renewal certificates and proof of payment thereof upon the request of the Declarant. On every 5th anniversary of the Effective Date, the Threshold Amount shall be adjusted to reflect any increase in the Consumer Price Index during the preceding 5-year period. For purposes of this Agreement, "**Consumer Price Index**" means the Consumer Price Index for All Areas, All Urban Consumers, published from time to time by the United States Bureau of Labor Statistics, or any

successor index published by such agency or any other agency of the United States and reflecting substantially the same information.

15. Estoppel. At any time, and from time to time, upon not less than 10 days prior written request by the Declarant or the North Building Parcel owner and South Building Parcel owner, as applicable, either party to this Agreement shall execute, acknowledge, and deliver to the requesting party a statement in writing certifying: (a) whether this Agreement is unmodified and in full force and effect or if there have been modifications that the same are in full force and effect as modified and stating the nature of the modification, and (b) stating whether, to the best knowledge of the signer of the certificate, the non-requesting party is in default in performance of any other covenants, agreements, or conditions contained in this Agreement and, if so, specifying each such default of which the signer may have knowledge.

16. Default. An “**Event of Default**” shall occur if an owner of the North Building Parcel or South Building Parcel or the Declarant shall default in any of the other covenants and agreements contained in this Agreement to be kept, observed, and performed by such party, and such default shall continue for 30 days after notice thereof in writing to such party; provided, however, that if the default by the defaulting party (“**Defaulting Party**”) is not capable of being cured within such 30 day period, but the Defaulting Party shall commence the cure thereof within 30 days after written notice of default from the non-defaulting party (“**Non-Defaulting Party**”), and thereafter proceed diligently to cure such default, then the Defaulting Party shall have such longer period of time to cure the default as shall be reasonable under the circumstances, but not to exceed 90 additional days.

17. Remedies.

17.1 General. Upon the occurrence of any one or more Events of Default, the Non-Defaulting Party may exercise any and all rights and remedies it may have under law or in equity, including without limitation, injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement; provided, however, that in no event shall the Declarant be permitted or entitled to terminate this Agreement.

17.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a Defaulting Party to cure an Event of Default within 30 days after written notice thereof by a Non-Defaulting (unless, with respect to any such Event of Default the nature of which cannot reasonably be cured within such 30 day period, the Defaulting Party commences such cure within such 30 day period and thereafter diligently prosecutes such cure to completion subject to the provisions of Section 9 (Default)), the Non-Defaulting Party shall have the right to perform such obligation contained in this Agreement on behalf of such Defaulting Party and be reimbursed by such Defaulting Party upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America, N.A. (its successors or assigns), plus 2% (not to exceed the maximum rate of interest

allowed by applicable Legal Requirements).

18. Limitation on Liability. Notwithstanding any provision of this Agreement, each party shall look solely to the other party's right, title, and interest in its parcel for the recovery of any judgment against such party arising from any liability under this Agreement, it being agreed that neither party, their transferees, their respective shareholders, officers, directors, members, managers, employees and agents shall be personally liable under this Agreement to the other party for any such judgment. If either party has encumbered or shall, from time to time hereafter, encumber all or any portion of its right, title, and interest in its parcel by a deed of trust, mortgage, security agreement, or other instrument in the nature thereof (collectively, a "**Mortgage**") as security for any indebtedness or obligation, the holder of such Mortgage (a "**Lender**") shall have no liability for any obligations hereunder except for obligations arising during the period that such Lender is an owner of such party's right, title, and interest in the parcel (or any portion thereof), i.e., following foreclosure or delivery of a deed in lieu of foreclosure.

19. Assignment of Declarant Rights. Declarant may assign its rights and obligations under this Declaration, in whole or in part, to any successor in interest to the 14 FF Property or part thereof. By way of example, but not limitation, Declarant may assign its rights and obligations with respect to the Garage Lot to the successor in interest to the Garage Lot and retain all other rights under this Declaration.

20. Cooperation with Development of 14 FF Property. The Declarant intends to develop all of the 14 FF Property, in phases. All owners shall cooperate in good faith with the Declarant's and any other owner's development efforts as long as such efforts are consistent with, and not in derogation or diminution of, the rights of under this Agreement. If required as a result of an owner's interests under this Agreement, such owner shall promptly consent to or join in as appropriate to the same without cost to the Declarant.

21. Miscellaneous.

21.1 No Verbal Modifications. Except as provided in the last sentence of Section 2, this Agreement may not be modified or amended except by an instrument in writing and recorded in the Land Records.

21.2 No Merger. There shall be no merger of the easements, rights, or estates created by this Agreement with the fee estates or other real property interests of the property burdened thereby by reason of the fact that the same person or entity does now, or may at any time, acquire or hold, directly or indirectly, any of the easements, rights, or estates created herein and the fee estates or other real property interests of the property burdened thereby, and no merger shall occur unless and until all persons or entities having an interest in any of the easements, rights, or estates created herein and the fee estates or other real property interests of the property burdened thereby shall join in a written instrument effecting such merger.

21.3 No Waiver. No delay or omission by any party or beneficiary hereto in exercising any right or power accruing upon any default, non-compliance, or failure of performance of any of the provisions of this Agreement shall be construed to be a waiver thereof. A waiver by the Declarant or any other owner of any breach of the obligations of the other shall not be construed to be a waiver of any subsequent breach of any other term, covenant, or agreement set forth in this Agreement.

21.4 Covenants Running With the Land. All the covenants, agreements, conditions, and restrictions set forth in this Agreement are intended to be, and shall be construed as, covenants running with the land, binding upon, inuring to the benefit of, and enforceable by, the Declarant and each of its respective successors and assigns and all subsequent owners of all or any part of the 14 FF Property. The Easements shall be appurtenant to the 14 FF Property and shall not be transferable to any third party that does not own all or any part of the 14 FF Property.

21.5 No Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Garage Lot or the 14 FF Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement will be strictly limited to and for the purposes expressed herein. Any owner shall take any reasonable action requested by the Declarant and consents to any reasonable action taken by the Declarant to prevent all or any part of the Garage Lot from being or being deemed publicly dedicated.

21.6 Notices. All notices, demands, requests, or other communications required or permitted to be given hereunder must be sent (a) by United States certified mail, postage fully prepaid, return receipt requested, (b) by hand delivery, or (c) by FedEx or a similar internationally recognized overnight courier service. All such notices, demands, requests or other communications shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal, except that whenever under this Agreement a notice is either received on a day that is not a Business Day (as defined below) or is required to be delivered on or before a specific day that is not a Business Day, the day of receipt or required delivery shall automatically be extended to the next Business Day. For purposes of this Agreement, “**Business Day**” means any day on which business is generally transacted by banks in the State of Maryland.

If to Declarant: 14 Firstfield Holdings, LLC
c/o Novavax, Inc.
700 Quince Orchard Road
Gaithersburg, Maryland 20878
Attention: General Counsel

With a copy to: Nancy P. Regelin, Esquire
Shulman Rogers
12505 Park Potomac Avenue #600

Potomac, Maryland 20854

To any other owner: To the address for the owner of such property
As set forth in the records of Maryland State
Department of Assessments and Taxation for Real
Property Tax bills

21.7 No Partnership or Agency. The Declarant shall not in any way or for any purpose shall be deemed by reason of this Agreement to be a partner of any other owner in the conduct of their respective businesses or a joint venturer or a member of a joint enterprise with any of such other parties. Nothing in this Agreement shall be deemed or construed by any person or entity to create the relationship of principal and agent or of any other association between the Declarant, and any other person or entity.

21.8 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby; and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by applicable Legal Requirements.

21.9 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed, and enforced in accordance with Maryland law, without regard to conflict of law principles.

21.10 Attorneys' Fees. In any litigation brought to enforce or interpret this Agreement, the losing party shall pay to the prevailing party all reasonable expenses and court costs, including reasonable attorneys' fees incurred by the prevailing party.

21.11 Further Assurances. The parties agree to do and take further and additional acts and actions and execute, acknowledge, and deliver such further and additional documents, instruments and writing that are not specifically referred to herein as may be necessary, required or appropriate for the purpose of fully effectuating the provisions of this Agreement.

21.12 Recording. The Declarant shall, at its sole cost and expense, cause this Agreement to be recorded in the Land Records. Except as otherwise expressly provided for in this Agreement, the cost of recording any amendment or other instrument related to this Agreement shall also be borne solely by the Declarant.

21.13 Counterparts. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

21.14 Waiver of Trial by Jury. THE RESPECTIVE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY CIVIL ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER(S) WHATSOEVER, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR ANY CLAIM OF INJURY OR DAMAGE WITH RESPECT THEREOF.

21.15 Authority. The parties hereto each represent that it is duly authorized to enter into this Agreement and that the person executing this Agreement on its behalf has been duly authorized to execute this Agreement.

21.16 Third Party Beneficiaries. No rights, privileges, or immunities of any party to this Agreement shall inure to the benefit of any third party, nor shall any third party be deemed to be a third party beneficiary of any of the provisions contained herein.

21.17 Additional Permittees. Subject to the Declarants Reserved Rights in Section 3, City of Gaithersburg and Montgomery County government vehicles and personnel on official business and their respective public safety vehicles and personnel shall be deemed a Permittee with respect to the vehicular, bicycle, and pedestrian access easements in Sections 1 and 2 above. Subject to Declarant's reserved rights as provided in Section 3, the general public is a Permittee with respect to the shared pedestrian/bike path along Street B and the sidewalks adjacent to any public street. The Declarant may authorize access to the private streets, sidewalks and paths internal to the 14 FF Property to the general public and has the right to revoke such access at any time, temporarily or permanently, at its sole option.

21.18 Construction. The principle that an agreement should be construed against the party drafting the agreement shall not apply to this Agreement, as all parties hereto have participated equally in the negotiation and drafting of this Agreement.

21.19 No Personal Liability. Notwithstanding anything appearing to the contrary in this Agreement, no direct or indirect partner, member, or shareholder of the Declarant (or any officer, director, agent, member, manager, personal representative, trustee, or employee of any such direct or indirect partner, member, or shareholder) shall be personally liable for the performance of the obligation of, or in respect of any claims against, the Declarant arising under this Agreement. No personal judgment shall be sought or obtained against any of the foregoing in connection with this Agreement.

[Signatures to follow]

IN WITNESS WHEREOF, this Declaration has been duly executed by the parties hereto as of the day and year first above written.

DECLARANT/14 FF OWNER:

14 FIRSTFIELD HOLDINGS, LLC,
a Delaware limited liability company

By: _____(SEAL)

Name: John Herrmann

Title: _____

STATE OF _____)

) ss

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the _____ of _____, a Delaware _____, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____, 2022.

Notary Public for the State of _____

residing in _____

(City) (State)

Print name: _____

Commission expires: _____

EXHIBIT A
14 FF PROPERTY

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Montgomery, Maryland and being more particularly described as follows:

Lot numbered Nine (9) in Block lettered "C" in the subdivision known as "Lots 8 & 9, Block C, Diamond Farm", as per plat thereof duly recorded among the Land Records of Montgomery County, Maryland at Plat No. 22015. Saving and Excepting therefrom that lot of ground known as Lot 12, Block C in the subdivision entitled "Resubdivision Record Plat Diamond Farm Lot 12, Block C (Being a Resubdivision of Part of Lot 9, Block C, Diamond Farm, Plat No. 22015)" and recorded among the Land Records of Montgomery County, Maryland as Plat No. 25528.

Lot numbered Eight (8) in Block lettered "C" in a subdivision known as "Lots 8 & 9, Block C, Diamond Farm" as per plat thereof recorded as Plat No. 22015, among the Land Records of Montgomery County, Maryland.

EXHIBIT B
Sketch Plan

EXHIBIT C
SDP-9003-2021

Samuel Copelan

From: Roger Manno <rmanno@mannoandassociates.com>
Sent: Wednesday, November 10, 2021 4:14 PM
To: Samuel Copelan
Subject: Case No. SDP-9003-2021
Attachments: EASRCC Noavax ltr 11.10.21 - SDP-9003-2021.pdf

This email is from an EXTERNAL source. Please use caution when opening attachments, clicking links, or responding.

Dear Mr. Copelan:

Attached, please find a letter form the Eastern Atlantic State Regional Council of Carpenters, regarding Case No. SDP-9003-2021.

Please let me know if I can provide any additional information, or if I may be of any assistance.

Thank you.

Sincerely,

Roger Manno

Roger P. Manno, Esq.

c 202.425.3523

o 888.422.0131

e rmanno@mannoandassociates.com

w www.MannoAndAssociates.com

MANNO & ASSOCIATES LLC

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Eastern Atlantic States
REGIONAL COUNCIL OF CARPENTERS

801 West Patapsco Avenue, Baltimore, MD 21230 | Phone: 443-915-0462 | EASCARPENTERS.ORG

November 10, 2021

Gaithersburg Planning Commission
City Hall
31 South Summit Avenue
Gaithersburg, MD 20877

RE: SDP-9003-2021

Dear Commissioners:

Thank you for taking my comments today regarding the development project planned by Novavax in Gaithersburg Maryland.

My name is Mungu Sanchez, and I am the Deputy Political Director of the Eastern Atlantic States Regional Council of Carpenters (EASRCC).

The EASRCC supports and welcomes more development projects in our region. The investment that companies bring here will help boost our local economy, provide jobs that will help working-class families in turn support the small business that make up our community, provide needed tax revenue for our community to improve with.

Government leaders have taken steps to make sure this happens with subsidies that will help this needed project get off the ground. These includes:

- A \$2 Million Conditional Loan from the Maryland Department of Commerce
- A \$200,000 Partnership through the Maryland Workforce Training Grant
- A Job Creation Tax Credit
- A \$500,000 grant from Montgomery County
- And a \$50,000 proposed grant from the City of Gaithersburg from the Economic Development Opportunity Fund.

All this investment is going towards a project that can help the Gaithersburg area, but this investment must be responsible and take into consideration how it can help the greatest number of local working families. This is especially the case, given the government's plan to help subsidize this project with taxpayer money that should be used to help local working families in the Gaithersburg area.

Local Government leaders should put language in place to ensure that:



EASTERN ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS

Representing members in New Jersey, Pennsylvania, Delaware, Maryland, Virginia, West Virginia, Washington D.C., and 10 counties in North Carolina

- Construction at the Novavax project is performed safely by training workers
- Protections are put into place to prevent wage theft, and worker misclassification
- Responsible contractor language is in place to prevent bad actors who have taken advantage of workers are not awarded the job
- A state recognized apprentice program is attached to provide the next generation of Maryland construction workers an opportunity to learn their craft and be prepared for future Maryland development

Without these protections this project can fall victim to the “business as usual” approach that we see all too often in the construction industry. When Labor Standards are not adopted, we see: Out-of-State Workers do the work Maryland workers can do; wage theft; overtime not be paid; misclassification of workers as 10-99 subcontractors; unsafe work sites; and less opportunity for Maryland working families.

The Eastern Atlantic States Regional Council of Carpenters represent 185 members in the Gaithersburg area who are ready to complete this project safely, professionally, and productively.

That is why I join my union and my fellow working-class families in asking leaders to put language in the bidding process to ensure workers’ rights and responsible investment take place and the Novavax project.

Thank you for your consideration.

Sincerely,

Mungu Sanchez
Deputy Political Director

REGIONAL OFFICES:

1803 Spring Garden Street
Philadelphia, PA 19130
Phone: 215-569-1634

650 Ridge Road, Suite 200
Pittsburgh, PA 15205
Phone: 412-922-6200

91 Fieldcrest Avenue, Suite A18
Edison, NJ 08837
Phone: 732-417-9229

8500 Pennsylvania Avenue
Upper Marlboro, MD 20772
Phone: 301-735-6660