



**PLANNING
AND CODES**
TOWN OF DENTON

Board of Zoning Appeals Application

For Official Use Only

FEE DUE

Number:	<u>BOA-26-001</u>
Date Filed:	<u>4/20/2026</u>
Hearing Date:	<u>6/8/2026</u>
Applicants Notified:	
Property Posted:	<u>4/29/26</u>
Notice Posted:	<u>5/20-5/27</u>
Decision of Board:	
Applicant Notified of Decision:	

*Application Fee & \$10 sign fee
PLUS cost of public hearing advertisement, due before
first meeting*

**Variance Applications & Appeals Applications require
complete application and 8 copies of all attachments.
Special Exception Applications require complete
application and 16 copies of all attachments.**

A. Applicant Information

Sterling's Dream, LLC c/o Ashley Colen, Agent

APPLICANT NAME - PLEASE PRINT CLEARLY

100 Memorial Plaza	Chestertown,	MD	21620
ADDRESS	CITY	STATE	ZIP CODE
610-329-6271	ashley@hippocraticgrowth.com		
PHONE NUMBER	CELL PHONE	E-MAIL ADDRESS	

APPLICANT SIGNATURE - by signing this document applicant agrees to be responsible for all fees and advertising expenses incurred by this application.

B. Property Owner Information

Donovan Marine, Inc. c/o John Benton Smallpage, III

PROPERTY OWNER NAME - PLEASE PRINT CLEARLY

6316 Humphreys St.	Harahan	LA	70123
ADDRESS	CITY	STATE	ZIP CODE
PHONE NUMBER	CELL PHONE	E-MAIL ADDRESS	

PROPERTY OWNER SIGNATURE

C. Property Information

65 Engerman Avenue, Denton, Maryland 21629

PROPERTY ADDRESS			
108	2359	Industrial	none
MAP	PARCEL	PRESENT ZONING OF PROPERTY	CRITICAL AREA DESIGNATION

D. Request

Request is hereby made for: (check one)

- Variance from strict application of said ordinance; section of Ordinance from which relief is sought:
 - Yard, area or bulk requirements.
 - Bulk, area or height of structures.
 - Height or size of signs.
 - Placement of earth satellite antennae.

(If applying for variance please see page 4 of the application and include responses for each)

- Appeal from:
 - Director of Planning and Codes, or other administrative officer in the enforcement of this Chapter 128, Zoning
 - Planning Commission Decision
 - Building Code Official Decision

Special Exception - § 128-180

E. Sketch

Please attach 6 copies of sketch drawn to scale with all dimensions of lot and building thereon, distances between building and property lines, bounding street or road names, North point and scale.

F. Purpose

- If a Special Exception is being requested, please attach a description of the kind of exception desired and the reasons therefore. (see page 7)
- If applying for a Variance please see page 4 (see page 5 for Critical Area).
- If appealing a decision, please attach an explanation of appeal.

G. History

Has property ever been subject of previous application? Yes No

In the event this property has been the subject of a previous application, please provide the following information (Note: this information is on file in the Town Office):

PREVIOUS APPLICATION NUMBER PREVIOUS APPLICATION DATE

PREVIOUS APPLICANT NAME

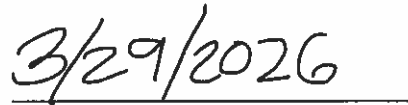
ACTION TAKEN ON PREVIOUS APPLICATION

TO: Town of Denton Planning Office
FR: Kallie Butts, Sole Member, Sterling's Dream LLC
RE: 65 Engerman Avenue, Unit 2, Denton, Maryland 21629

This is to confirm that Ashley Colen is the authorized agent for Sterling's Dream LLC's Use and Building Permit applications.

A handwritten signature in black ink, appearing to read "Kallie Butts", written over a horizontal line.

Kallie Butts, Sole Member

A handwritten date "3/29/2026" written in black ink over a horizontal line.

Date signed

Sterling's Dream - 65 Engerman Ave
 Tax Map 108 Parcel 2359


Property Notification List

TAX ID	911 ADDRESS	PROPERTY OWNER		MAILING ADDRESS	LOT	MAP	PARCEL
603031462	45 ENGERMAN AVE	DEVRECO LLC	150 W MARKET ST STE 101	SALISBURY MD	14	107	2359
603031454	65 ENGERMAN AVE	DONOVAN MARINE INC	6316 HUMPHREY'S STREET	HARAHAN LA	13	108	2359
603031373	70 ENGERMAN AVE	FURUNO USA INC	4400 NW PACIFIC RIM BLVD	CAMAS WA	98607	9408	2359
603031349	1105 PARK LANE	UNISITE DESIGN INC	1105 PARK LANE	DENTON MD	21629	2041	2359
603031365	60 ENGERMAN AVE	UD REALTY LLC	1105 PARK LANE	DENTON MD	21629	2041	2359
603031446	75 ENGERMAN AVE	MILL CREEK PROPERTIES LLC	24514 MILL CREEK LN	DENTON MD	21629	12	2359
603025144	650 LEGION ROAD	COMMISSIONERS OF DENTON	4N SECOND ST	DENTON MD	21629	105	2367

Town of Denton
Sign Maintenance Agreement

I/we Sterling's Dream, LLC as petitioner(s) to the Board of Appeals do hereby agree to maintain this sign which I/we agree to have posted on the property for the purposed of Public Notice relating to appeal # BOA-26-001.

If for some reason the sign fails to remain posted for the necessary 14 days prior to the appeal hearing date, I/we shall notify the Director of Planning & Codes.

<u></u> APPLICANT'S SIGNATURE	<u>4-16-26</u> DATE
_____ FILING DATE	_____ REQUIRED DATE
_____ POSTING FEE	_____ DATE POSTED



TO: Donna Todd, Director, Denton Department of Planning & Codes
FR: John Benton Smallpage, III, CEO, Donovan Marine, Inc.
RE: 65 Engerman Avenue, Denton, MD
DA: April 9, 2026

This is response to your request for details on the current tenants of 65 Engerman Avenue, Denton, MD, a three-unit building zoned Industrial and owned by Donovan Marine, Inc.

The structure is 52,775 SF in total and contains three units. There are currently two tenants.

The owner, Donovan Marine, is a marine supply business that uses the facility for warehousing and storage of goods. The other tenant is SBA Network Service, Inc. that uses the facility for warehousing to serve its cellular antenna customers.

Both businesses fall into the principal land use category of Wholesale, Distribution and Storage, Denton Code § 128-76.A(4).

The landlord is aware that all new tenants are required to comply with all Town of Denton zoning requirements and will seek the appropriate permissions.

Sincerely,

A handwritten signature in blue ink that reads "John Benton Smallpage, III". The signature is written in a cursive style with a long horizontal flourish extending to the right.

John Benton Smallpage, III, CEO
Donovan Marine, Inc.



TO: Donna Todd, Director, Denton Department of Planning & Codes
FR: SBA Network Service, Inc.
RE: 65 Engerman Avenue, Denton, MD
DA: April 14, 2026


This will confirm that SBA Network Service, Inc. is the tenant at 65 Engerman Avenue, Unit 3.

We are aware that Sterling's Dream, LLC intends to operate cannabis processor in Unit 2 at 65 Engerman Avenue. The processor's operation intends to operate during regular business hours, will have periodic deliveries, and employ six people.

This will not adversely impact on our use of 65 Engerman Avenue. The hours of operation and limited staff will not impact on parking or traffic to and from the building.

We support this application.

For SBA Network Service, Inc.



Eric J. Faugh
Print name
Sr. Manager

Title

TABLE OF ATTACHMENTS

APPLICANT PROPOSED USE NARRATIVE

MCA PROCESSOR PREMISE REGULATIONS

LEASE

DEED

COVENANTS AND RESTRICTIONS, AS AMENDED

APPLICANT PROPOSED USE NARRATIVE

STERLING'S DREAM LLC
SPECIAL EXCEPTION NARRATIVE

The Applicant, Sterling's Dream LLC, is applying for a Special Exception to permit an additional use at 65 Engerman Avenue, Denton, MD to operate a licensed cannabis processor.

Sterling's Dream has received Stage 1 approval from the Maryland Cannabis Administration to operate a cannabis processing facility Pursuant to Alcoholic Beverages and Cannabis Code Ann., § 36-101, et seq. and COMAR 14.17.01.01, et seq.

Sterling's Dream intends to locate its processing facility at 65 Engerman Avenue, Unit 2, Denton, Maryland, a 20,771 SF unit located in Denton Industrial Park within the Industrial Zoning District, in an established 52,775 SF building containing three units.

There are two existing tenants. Donovan Marine, Inc., the owner of property, operates a marine supply warehouse. SBA Network Service, Inc. operates a warehouse to serve its cellular antenna business. Both businesses fall into the principal land use category of Wholesale, Distribution and Storage, § 128-76.A(4). Donovan Marine has joined this Application. SBA Network Service has written a letter in support of the Application attached hereto.

Because Sterling's Dream seeks to add a different Industrial Zone land use category, this Application is subject to special exception review by the Board of Appeals pursuant to Code § 128-180.A.

The Lease authorizes the use. There are no restrictions in the deed or the Denton Industrial Park covenants and restrictions, as amended, that prevent operating a licensed cannabis processor at the premises. Copies of the deed and the covenants and restrictions are submitted with this application. A copy of Lease, the Owner's Deed and the Covenants and Restrictions of the Denton Industrial Park, as amended, are attached.

Code § 128-15 defines Cannabis Processing Facility as "an entity licensed by the Maryland Cannabis Administration that (a) transforms the cannabis into another product or extract and (b) packages and labels cannabis."

Code § 128-113. Cannabis Enterprises, provides:

Cannabis enterprises involving only retail sales and not including on-site consumption are permitted by conditional use in the following districts: the Regional Highway Commercial (RHC) District, the Central Business Commercial (CBC) District, and the Planned Neighborhood (PN) District. Cannabis enterprises involving only retail sales, not including on-site consumption, are permitted by special exception in the General Commercial ("GC") District. *Cannabis enterprises involving growing,*

processing, transport, packaging, warehousing, and the like are permitted in the Industrial (I) District. All cannabis enterprises are subject to the following conditions:

(1) The State of Maryland licenses the enterprise . . .”

(Italics added).

Special Exception Consideration

Code § 128-180.C sets forth the elements the Applicant must prove for the Board to grant a special exception to operate at the proposed location.

1. The proposed use and location must be in accord with the Town's Comprehensive Plan adopted in 2020 and consistent with the spirit, purposes, and intent of this chapter.

The Land Use Objectives section identifies the need to “[s]et aside land for the development of employment uses, including small businesses and light industrial uses, to meet the projected needs of residents.” Plan, p. 20.

The Plan’s Existing Land Use overview explains that “[t]he I (Industrial District) is designated for light manufacturing, fabricating, warehousing, and wholesale distributing facilities, most of which are in the Denton Industrial Park.” Plan, p. 24.

The Applicant’s proposed use is an industrial use permitted in the Industrial District. The building’s neighbors (Units 1 and 3) are industrial uses classified as Warehousing. The co-tenants are in support of the Application.

The Applicant’s proposed use meets the economic development goals of the Plan. In Chapter 9, Economic Development, the Plan explains its nexus with the Caroline County Five-Year Strategic Plan for Economic Development, including the conclusion that, “[t]he Strategic Plan supports Denton’s commercial and industrial land-use policies to increase property value, revenue base, and job opportunities.” Plan, p. 139.

The Plan continues to explain the Town’s efforts to promote “vacant commercial and industrial sites and as partners in attracting new enterprises, both goods-producing and knowledge-based.” *Id.*

The Plan, in advancing the County Strategic Plan, discusses the Town’s economic development efforts as, “Efforts to encourage and support entrepreneurship and small business development, a form of economic ‘gardening,’ [are] akin to tending to a seedbed as compared to industrial recruiting, the hunt for trophy.” *Id.*

The Plan cites to the benefits of economic development, such as the Applicant, that will: create jobs, spark innovation, provided opportunities for many people, including

women and minorities, to achieve financial success and independence, bring new dollars into the economy, and attract new people to the community. *Id.* at 140.

Sterling's Dream is consistent with all the economic development goals of the Plan: it is a majority woman-owned company making new investment in plant, material, and workforce in Denton, creating new opportunities.

The Plan promotes the co-location of differently classified, but related businesses, citing to the trend of co-locating data centers with greenhouses to provide an energy-sharing system. The Plan concluded that "Denton should ensure that zoning regulations permit these cooperative uses in commercial and industrial districts." Plan, p. 145.

Finally, the Applicant's proposed cannabis processor use at the proposed location comports with the Denton Zoning Ordinance. It is a permitted use within the Industrial zone, where 65 Engerman Avenue is located.

2. The Applicant's use is suitable for the property in question and designed to be in harmony with and appropriate in appearance with the existing or intended character of the general vicinity.

The Applicant's proposed industrial processing use is suitable for the property in question. The property is located within Denton Industrial Park. The Applicant is making no changes to the exterior of the structure or any changes or reconfiguration to the parking, plantings, and other exterior features.

The Applicant intends to employ six people on a full-time basis. There is sufficient parking within the Applicant's leasehold to more than support that number of staff. The processor will operate from 7 am to 7 pm, on weekdays. There will be periodic deliveries, and they will be well accommodated in the loading area at the rear of the building.

3. The Applicant's use is suitable in terms of effects on street traffic and safety with adequate access arrangements to protect streets from undue congestion and hazards.

The Applicant intends to employ six people working during regular business hours. The property's parking is sufficient. Furthermore, the Business Park has been designed to accommodate employees and delivery traffic. There is nothing to suggest the addition of six people to the Industrial Park workforce will unduly burden street traffic and safety, which flows from the Industrial Park to MD 404.

4. The Applicant's use is not detrimental to the property values of adjacent development, do not adversely affect the health, safety, and general welfare of residents of the area, and will not adversely affect the area and surrounding property with adverse environmental effects such as undue smoke, odor, noise, improper drainage, or inadequate access.

The Applicant's proposed use will not create adverse impacts. Cannabis processing is an industrial process that extracts oils and other by-products from cannabis. The proposed property is in the Industrial Zone. Cannabis processing does not involve smoke, noise or other emissions. All processing activity will be contained within the building.

The Applicant will operate the facility in compliance with the MCA regulations that govern all aspects of cannabis processing regulation.

Maryland has a single supply chain of cannabis products, and the production, processing, transportation and sale of cannabis products are strictly regulated. COMAR 14.17.02.02. COMAR 14.17.05.05 set forth general requirements for the issuance of a license. Sterling's Dream has received preliminary approval to operate under a Standard Processor License. To receive final license approval from the MCA, the Applicant must comply with the licensing requirements set forth in COMAR 14.17.11.01-05. All referenced COMAR sections are attached.

COMAR 14.17.11.02 sets forth the requirements for final licensing, which requires that, "A. A processor premises shall: (1) Be located within Maryland; (2) *Conform to local zoning and planning requirements*; and (3) Conspicuously display a processor license at the licensed premises." *Emphasis supplied.*

COMAR 14.17.11.02.B-G set forth the requirements for a licensed processor, including the requirement that all modifications or renovations to the processor premises must be approved by the MCA and further sets forth licensing requirements for prevention of unauthorized entry, including lighting for proper surveillance, security alarm systems, video surveillance requirements, and handwashing sinks for employees.

Approval of this application is consistent with the spirit, purposes, and intent of Zoning Ordinance. Cannabis processing is a permitted industrial process that extracts oils and other by-products from cannabis. The proposed property is in the Industrial Zone. Cannabis processing does not involve smoke, noise or other emissions. All processing activity will be contained within the building.

The proposed processing operations will not be detrimental to the property values of adjacent development. The proposed operations do not adversely affect the health, safety, and general welfare of residents of the area, and will not adversely affect the area and surrounding property with adverse environmental effects such as undue smoke, odor, noise, improper drainage, or inadequate access.

COMAR 14.17.05.05

MD - Code of Maryland Regulations (COMAR) > TITLE 14 INDEPENDENT AGENCIES > SUBTITLE 17 MARYLAND CANNABIS ADMINISTRATION > CHAPTER 05 APPLICATION PROCESS AND ISSUANCE OF LICENSES

.05 Issuance of a License or Rescission of a Conditional License.

A. Conditional License Period.

- (1)** The conditional license period:
 - (a)** Begins on the day that a conditional license is issued to the selected applicant; and
 - (b)** Expires 24 months after the day that conditional license was issued or at the end of an extension granted by the Administration.
- (2)** A conditional licensee may apply for an extension of the conditional license.
- (3)** The Administration may approve a one-time extension of up to 6 months, if the Administration determines the conditional licensee has made consistent good faith efforts to establish a cannabis business.
- (4)** For purposes of determining consistent good faith effort in § A(3) of this regulation, the Administration:
 - (a)** Will consider demonstrating legal control of a premises to indicate consistent good faith effort if the premises:
 - (i)** Is suitable for the operations of the cannabis license; and
 - (ii)** Complies with local planning and zoning requirements; and
 - (b)** May use its discretion to determine that a conditional licensee has demonstrated consistent good faith effort if the conditional licensee provides adequate documentation that a political subdivision has unduly burdened its efforts toward becoming operational, as defined in Alcoholic Beverages and Cannabis Article, § 36-405, Annotated Code of Maryland.
- (5)** During the conditional license period, a conditional licensee shall:
 - (a)** Complete a supplemental license application;
 - (b)** Establish legal control of the proposed site, through lease, purchase, or other means, for the cannabis business;
 - (c)** Notify the Administration of establishment of legal control of the proposed site;
 - (d)** Within 6 months of being issued a conditional license, demonstrate adequate capitalization to enable the business to become operational;
 - (e)** Gain zoning or planning approval from a political subdivision, if applicable; and
 - (f)** Register the business with the State Department of Assessment and Taxation.
- (6)** During a conditional license period, a conditional licensee may not:
 - (a)** Engage in purchasing, possessing, cultivating, manufacturing, or selling cannabis or cannabis products;

.05 Issuance of a License or Rescission of a Conditional License.

(b) Make any transfer of an ownership interest that causes a change in the individual or entity that holds the controlling ownership interest;

(c) Make any transfer of control, as defined in COMAR 14.17.01; and

(d) If the conditional licensee qualified as a social equity applicant, make any transfer of an ownership interest that causes the conditional licensee to no longer comply with the social equity applicant definition in COMAR 14.17.01.

(7) During a conditional license period, a conditional licensee may obtain additional resources by adding:

(a) Grants and loans from new or existing financial sources not listed in the initial application; and

(b) Owners and passive investors.

(8) Any additional resources obtained by a conditional licensee made under § A(7) of this regulation may not violate this subtitle or Alcoholic Beverages and Cannabis Article, Title 36, Subtitle 4, Annotated Code of Maryland.

B. Rescission of a Conditional License. The Administration may rescind a conditional license if a conditional licensee, or any individual or entity included in the supplemental license application:

(1) Has been convicted of or pleaded nolo contendere to a crime involving moral turpitude, whether or not any appeal or other proceeding is pending to have conviction or plea set aside;

(2) Fraudulently or deceptively attempts to obtain a license;

(3) Is ineligible to hold an ownership interest in or control of a business licensed under Alcoholic Beverages and Cannabis Article, Title 36, Subtitle 4, Annotated Code of Maryland;

(4) Fails to reveal any material fact pertaining to the conditional licensee's qualification for a license;

(5) Fails to submit a complete supplemental license application;

(6) Fails to become licensed and operational within:

(a) 24 months after the day the conditional license was issued; or

(b) If granted an extension, the day after the expiration of any extension granted by the Administration;

(7) Fails to comply with § A(5) and (6) of this regulation;

(8) Is not registered or in good standing with the State Department of Assessment and Taxation; or

(9) Has taxes in arrears in any jurisdiction.

C. The Administration may award a license on a determination that:

(1) The conditional licensee has submitted a complete supplemental license application;

(2) The supplemental license application, including any individual or entity included in the application, does not violate § B of this regulation;

(3) The license fee specified in COMAR 14.17.21 has been paid;

(4) All inspections are passed, and all the conditional licensee's operations conform to the specifications of the application as approved pursuant to this chapter; and

(5) The proposed premises:

(a) Are under the legal control of the conditional licensee; and

(b) Comply with all zoning and planning requirements.

.05 Issuance of a License or Rescission of a Conditional License.

- D.** A licensed business may not grow, process, distribute, dispense, or otherwise begin business operations without approval of written documentation under § C of this regulation by the Administration.
- E.** The Administration may not award a license to a business who has registered with the State Department of Assessment and Taxation using a legal name that:
- (1)** Uses the terms "cannabis", "marijuana", or other synonym related to controlled substances;
 - (2)** Suggests the use of cannabis as an intoxicant; or
 - (3)** Incorporates any copyrighted material or trademark or service mark attributable to another entity.
- F.** The Administration may suspend, fine, restrict, or revoke a license, including a conditional license, if:
- (1)** A licensee has fraudulently or deceptively submitted written documentation to the Administration;
 - (2)** A licensee has violated Alcoholic Beverages and Cannabis Article, Title 36, Subtitle 11, Annotated Code of Maryland;
 - (3)** A licensee began operations prior to Administration approval; or
 - (4)** It is determined that a licensee has not complied with statements in the application, including statements about standards of operation or employment practices related to diversity, equity, and inclusion.

COMAR 14.17.11.01

This document is current through the 3/6/2026 issue of the Maryland Register

MD - Code of Maryland Regulations (COMAR) > TITLE 14 INDEPENDENT AGENCIES > SUBTITLE 17 MARYLAND CANNABIS ADMINISTRATION > CHAPTER 11 CANNABIS PROCESSOR OPERATIONS

.01 Scope.

Unless otherwise specified, this chapter applies to a business licensed to process cannabis under COMAR 14.17.06.07 and COMAR 14.17.07.06.

CODE OF MARYLAND REGULATIONS
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End of Document

COMAR 14.17.11.02

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MD - Code of Maryland Regulations (COMAR) > TITLE 14 INDEPENDENT AGENCIES > SUBTITLE 17 MARYLAND CANNABIS ADMINISTRATION > CHAPTER 11 CANNABIS PROCESSOR OPERATIONS

.02 Cannabis Processor Premises.

- A.** A processor premises shall:
- (1) Be located within Maryland;
 - (2) Conform to local zoning and planning requirements; and
 - (3) Conspicuously display a processor license at the licensed premises.
- B.** A processor may not make modifications or renovations to a processor premises without prior approval by the Administration in a manner prescribed by the Administration.
- C.** A processor facility premises shall be constructed to prevent unauthorized entry.
- D.** The processor shall design and install lighting fixtures to ensure proper surveillance.
- E.** Security Alarm Systems.
- (1) A processor shall maintain a security alarm system that covers all:
 - (a) Perimeter entry points and portals at all premises;
 - (b) Rooms that hold cannabis;
 - (c) Locations where records are stored on-site; and
 - (d) Locations where records are stored off-site.
 - (2) A security system shall:
 - (a) Be continuously monitored;
 - (b) Be capable of detecting smoke and fire;
 - (c) Be capable of detecting power loss;
 - (d) Include panic alarm devices mounted at convenient, readily accessible locations throughout the licensed premises;
 - (e) Remain operational until a licensed premises no longer has any cannabis, seeds, or cuttings on the premises; and
 - (f) Be equipped with auxiliary power sufficient to maintain operation for at least 48 hours.
- F.** Video Surveillance Requirements.
- (1) A processor shall maintain a motion-activated video surveillance recording system at all premises that:
 - (a) Records all activity in images of high quality and high resolution capable of clearly revealing facial detail;
 - (b) Operates 24-hours a day, 365 days a year without interruption; and

.02 Cannabis Processor Premises.

- (c) Provides a date and time stamp for every recorded frame.
 - (2) A processor shall post appropriate notices advising visitors of the video surveillance.
 - (3) A surveillance camera shall be located and operated to capture each exit from the premises.
 - (4) A surveillance camera shall capture activity at each:
 - (a) Entrance to an area where cannabis is processed, tested, packaged, or stored; and
 - (b) Area where cannabis is processed, packaged, or stored.
 - (5) The storage of all recordings of security video surveillance shall be:
 - (a) Access-limited;
 - (b) Secured by a security alarm system that is independent of the main premises security alarm system;
 - (c) In a format that can be easily accessed for investigational purposes; and
 - (d) Retained for a minimum of 90 calendar days.
 - (6) Any recording of security video surveillance shall be made available to the Administration or law enforcement agency for just cause as requested within 48 hours.
 - (7) Violation.
 - (a) Failure to provide the Administration with any recording of video surveillance within 48 hours of a request from the Administration is a violation of COMAR 14.17.14.04.
 - (b) Each day of recording within the time frame stated in § F(5)(d) of this regulation that a processor fails to provide to the Administration constitutes a separate violation.
- G. Handwashing Sinks.** A processor shall:
- (1) Ensure that agents engaged in creating usable cannabis products have easy access to a handwashing sink that provides warm water of sufficient volume under pressure for effective handwashing procedures; and
 - (2) Maintain at least one handwashing sink for the following number of agents who are engaged in creating usable cannabis products while on duty at the same time:
 - (a) Every 15 agents; and
 - (b) Any fraction of 15 agents.

COMAR 14.17.11.03

MD - Code of Maryland Regulations (COMAR) > TITLE 14 INDEPENDENT AGENCIES > SUBTITLE 17 MARYLAND CANNABIS ADMINISTRATION > CHAPTER 11 CANNABIS PROCESSOR OPERATIONS

.03 Cannabis Processor Facility Operations.

A. A processor shall:

- (1)** Create and enter timely and accurate data into the seed-to-sale tracking system to identify and track the processor's stock of cannabis from the time it is delivered or produced to the time it is delivered to another licensee; and
- (2)** At least monthly, conduct a physical inventory of the stock and compare the physical inventory of stock with the stock reflected in the seed-to-sale tracking system.

B. Receipt of Products Containing Cannabis.

(1) A processor may not:

- (a)** Acquire cannabis from an individual or entity in Maryland other than a licensee;
- (b)** Acquire cannabis from outside of Maryland unless authorized by the Administration; or
- (c)** Transport cannabis to any place outside of Maryland.

(2) Hemp.

(a) A processor may acquire hemp, as defined in Agriculture Article, § 14-101, Annotated Code of Maryland, from a person licensed to produce hemp by:

- (i)** The Maryland Department of Agriculture;
- (ii)** The Secretary of the U.S. Department of Agriculture; or

(iii) An agency of another state pursuant to a hemp production plan that has been approved by the Secretary of the U.S. Department of Agriculture.

(b) Any product derived from hemp shall comply with:

- (i)** The testing standards established in COMAR 14.17.08 and the Technical Authority;
- (ii)** The relevant manufacturing standards established in this chapter and COMAR 14.17.13; and
- (iii)** The relevant packaging and labeling standards established in COMAR 14.17.18.

(c) A licensed processor shall:

(i) After placing an order to acquire hemp and before accepting delivery of hemp, submit a request for Administration approval to acquire hemp in the manner specified by the Administration.

(ii) Follow the process for receiving cannabis established in this regulation.

C. Sanitary Storage of Cannabis. A processor shall:

- (1)** Maintain the cleanliness of any building or equipment used to store or display cannabis;
- (2)** Ensure cannabis is free from contamination;

.03 Cannabis Processor Facility Operations.

(3) Require a processor agent to report any personal health condition that might compromise the cleanliness or quality of the cannabis the processor agent might handle;

(4) Dispose and segregate storage of any cannabis:

- (a) That is outdated, damaged, deteriorated, misbranded, or adulterated; or
- (b) Whose containers or packages have been improperly or accidentally opened.

D. Equipment Sanitation, Accuracy, and Maintenance of Logs. A processor shall:

(1) Maintain the sanitation of equipment that comes in contact with cannabis;

(2) Ensure all scales are National Type Evaluation Program-approved;

(3) Ensure that any scale, balance, or other measurement device and any automatic, mechanical, or electronic equipment is:

- (a) Annually calibrated by a calibration laboratory accredited to International Organization for Standardization (ISO) standard 17025 ISO/IEC by an accreditation body that is signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement; and
- (b) Checked at least once each month to ensure accuracy;

(4) Maintain an accurate log recording the:

- (a) Cleaning of equipment;
- (b) The maintenance of equipment; and
- (c) The calibration of equipment; and

(5) Make records and certifications required under § D(2) and (3) of this regulation available to the Administration available upon request.

E. Sanitation.

(1) Scales, surfaces, and other equipment use for the purposes of creating usable cannabis products shall be cleaned and sanitized:

- (a) Between shifts;
- (b) Between packaging, repackaging, or otherwise creation of usable cannabis products with different usable cannabis batches;
- (c) Before beginning any packaging, repackaging, or otherwise creation of usable cannabis products; and
- (d) After the completion of any packaging or creation of usable cannabis products.

(2) A processor shall maintain an accurate log of cleaning and sanitation required under § E(1) of this regulation.

COMAR 14.17.11.04

This document is current through the 3/6/2026 issue of the Maryland Register

MD - Code of Maryland Regulations (COMAR) > TITLE 14 INDEPENDENT AGENCIES > SUBTITLE 17 MARYLAND CANNABIS ADMINISTRATION > CHAPTER 11 CANNABIS PROCESSOR OPERATIONS

.04 Cannabis Product Processing.

A. Controls for Processing of Cannabis Concentrates and Cannabis-Infused Products.

(1) A licensed processor of cannabis concentrates and cannabis-infused products shall:

(a) Develop standard operating procedures in accordance with COMAR 14.17.11.19, good manufacturing practices, and a training plan before producing cannabis concentrates and cannabis-infused products;

(b) Require that any person involved in processing cannabis concentrates and cannabis-infused products:

(i) Is appropriately trained in accordance with their job description to safely operate and maintain the system used for processing;

(ii) Has direct access to applicable material safety sheets and labels; and

(iii) Follows OSHA protocols for handling and storage of all chemicals;

(c) Assign a unique lot number to each lot of cannabis concentrate or cannabis-infused product;

(d) If using a solvent-based extraction method, ensure solvents are at least 99 percent pure;

(e) Require:

(i) The use of solvents in a professional grade, closed-loop extraction system designed to recover the solvents;

(ii) Work in a spark-free environment with proper ventilation; and

(iii) Following all applicable OSHA regulations, and local fire, safety, and building codes in the processing and storage of the solvents; and

(f) If using carbon dioxide gas extraction, ensure:

(i) Every vessel is rated to a minimum of 900 pounds per square inch;

(ii) The use of a professional grade, closed-loop system; and

(iii) The use of carbon dioxide that is at least 99 percent pure.

(2) A licensed processor may use heat, screens, presses, steam distillation, ice water, and other methods to produce cannabis concentrates.

B. Upon successful completion of a validation process, the licensed processor shall use an Administration-registered independent testing laboratory to test each unique lot of cannabis concentrate or cannabis-infused product and obtain a certificate of analysis.

C. Batch Release Controls.

(1) If a licensed processor, upon review of the certificate of analysis, determines that a lot meets the specification for the product, the licensed processor may:

.04 Cannabis Product Processing.

- (a) Assign an expiration date to the lot;
 - (b) Release the lot for distribution; and
 - (c) Revise the status of the lot in the seed-to-sale tracking system.
- (2) If a licensed processor receives test results that the lot falls outside action limits, the licensed processor:
- (a) May rework or reprocess the lot according to their standard operating procedure; and
 - (b) If applicable, shall ensure the reworked or reprocessed lot is resampled and retested by the independent testing laboratory to meet all required specifications.
- (3) A licensed processor shall retain every certificate of analysis.
- (4) All cannabis products shall have a certificate of analysis, as specified in COMAR 14.17.08.05A(5), prior to transfer to a licensed dispensary.

D. Stability Testing and Retention Sampling.

- (1) A processor shall provide a sample from each unique lot to an independent testing laboratory sufficient to perform stability testing at 6-month intervals to:
- (a) Ensure product potency and purity; and
 - (b) Provide support for expiration dating.
- (2) Retention samples retained from each released lot shall be:
- (a) Tested by the State Cannabis Testing Laboratory following an adverse event reported to the Administration;
 - (b) Properly stored by the licensed processor; and
 - (c) Properly discarded 6 months after the expiration date of the lot.

E. Correction and Prevention Action.

- (1) If a processor's test results indicate the confirmed presence of a pathogen more than once in a 60-day period, the processor shall:
- (a) Conduct environmental swab testing as required by the Administration's Technical Authority;
 - (b) Conduct an investigation to determine the root cause of contamination;
 - (c) Decontaminate all areas, including rooms, equipment, and surfaces used for cannabis product processing;
 - (d) Provide, in the manner designated by the Administration:
 - (i) A report of the investigation; and
 - (ii) The licensee's corrective action plan; and
 - (e) If applicable, update and implement standard operating procedures needed to ensure passing samples in the future.
- (2) The Administration may require a processor to:
- (a) Conduct further investigation; and
 - (b) Implement additional procedures to prevent future contamination.

End of Document

COMAR 14.17.11.05

MD - Code of Maryland Regulations (COMAR) > TITLE 14 INDEPENDENT AGENCIES > SUBTITLE 17 MARYLAND CANNABIS ADMINISTRATION > CHAPTER 11 CANNABIS PROCESSOR OPERATIONS

.05 Edible Cannabis Product Processing.

A. A processor that produces edible cannabis products as defined in COMAR 14.17.01 shall maintain facilities and manufacture and transport edible products in accordance with this regulation, Regulations .06-.14 of this chapter, and COMAR 14.17.13.05.

B. Issuance of Permit.

- (1)** Before engaging in the business of possessing, processing, packaging, labeling, transferring, transporting, selling, or distributing edible cannabis products, a processor shall obtain a permit from the Administration.
- (2)** To obtain a permit, a processor shall:
 - (a)** Submit a completed permit application;
 - (b)** Pay the registration fee specified in COMAR 14.17.21;
 - (c)** Make available all edible cannabis product processing standard operating procedures required by Regulation .19 of this chapter;
 - (d)** Pass a pre-operation inspection; and
 - (e)** Conspicuously post applicable State and local licenses at the licensed premises.
- (3)** The processor may apply for a permit to manufacture edible cannabis products at:
 - (a)** The processor's premises; or
 - (b)** A facility under the legal control of the processor that meets:
 - (i)** All zoning and planning requirements; and
 - (ii)** The requirements of this chapter.
- (4)** The Administration may deny a permit if the processor:
 - (i)** Violates or fails to meet the requirements of this chapter; or
 - (ii)** Fraudulently or deceptively attempts to obtain a permit.

C. Trade Secrets.

- (1)** A processor shall provide the Administration with the recipe for each edible cannabis product prior to offering the product for distribution or sale to a licensed dispensary.
- (2)** A processor shall notify the Administration of any ingredient or recipe that the processor considers a trade secret.
- (3)** The Administration shall maintain the confidentiality of trade secret information in accordance with State Government Article, § 10-617, and Health-General Article, § 21-259, Annotated Code of Maryland.

.05 Edible Cannabis Product Processing.

(4) If the Administration determines that the information about an ingredient or recipe is necessary to conduct a disease outbreak investigation, the Administration may disclose the trade secret to the appropriate investigators.

CODE OF MARYLAND REGULATIONS

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End of Document

LEASE

LEASE

1. **PARTIES:** This Lease (this "Lease"), dated as of this 24th day of SEPTEMBER, 2025 is made by and between Donovan Marine, Inc. (herein called "Landlord") and Hippocratic Growth, LLC (herein called "Tenant").

2. **PREMISES:** Landlord does hereby exclusively lease to Tenant and Tenant hereby leases from Landlord that certain space currently having an address of 65 Engerman Avenue, Denton, Maryland, 21629 (Suite #2) (herein called "Premises"), in the building containing approximately 20,771 rentable square feet, as part of a complex totaling approximately 52,775 square feet (herein collectively called the "Building"), which Premises are as shown on the attached Exhibit B. Said Premises are located in the Town of Denton, County of Caroline in the State of Maryland. The land upon which the building is located is referred to herein as the "Site".

3. **USE:** Tenant shall use the Premises for the sole purpose to operate a licensed cannabis processing facility in compliance with Maryland cannabis statutes and regulations. Tenant shall not use or permit the Premises to be used for any purposes other than the aforementioned without the prior written consent of the Landlord, which consent shall not be unreasonably denied, withheld or conditioned. Tenant shall be entitled to 24-hour/7-day per week access to the Premises and shared parking facilities at the Building.

4. **MINIMUM RENT:** Tenant agrees to pay to Landlord as minimum base rent ("Base Rent"), without notice or demand, on or before the third (3rd) day of each month, the monthly sums as follows:

Begins	Ends	Base Rent	Annual Base Rent	Rent PSF
<u>11/01/25</u>	<u>03/01/26</u>	<u>0.00</u>	<u>0.00</u>	
<u>03/01/26</u>	<u>10/31/26</u>	<u>9,520.04</u>	<u>76,160.32</u>	<u>5.50</u>
<u>11/01/26</u>	<u>10/31/27</u>	<u>9,805.64</u>	<u>117,667.68</u>	<u>5.67</u>
<u>11/01/27</u>	<u>10/31/28</u>	<u>10,099.81</u>	<u>121,197.72</u>	<u>5.83</u>
<u>11/01/28</u>	<u>10/31/29</u>	<u>10,402.81</u>	<u>124,833.72</u>	<u>6.01</u>
<u>11/01/29</u>	<u>10/31/30</u>	<u>10,714.89</u>	<u>128,578.68</u>	<u>6.19</u>
<u>11/01/30</u>	<u>10/31/31</u>	<u>11,036.34</u>	<u>132,436.08</u>	<u>6.38</u>
<u>11/01/31</u>	<u>10/31/32</u>	<u>11,367.43</u>	<u>136,409.16</u>	<u>6.57</u>
<u>11/01/32</u>	<u>02/28/33</u>	<u>11,708.45</u>	<u>46,833.80</u>	<u>6.76</u>
		Total Rent	884,117.16	

The total Base Rent due from Tenant unto Landlord in the initial term of this Lease is \$ 884,117.16.

Tenant shall pay the Base Rent for the first month's Monthly Base Rent and Security Deposit upon execution of this Lease. Tenant covenants to pay the said specified Base Rent to Landlord, without deduction or offset, in lawful money of the United States of America by way of electronic funds, check, or certified funds transfers to such account as Landlord may from time to time designate in writing.

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Any rental payment not received by the Landlord on or before the 5th day after Tenant's receipt of written notice from Landlord of nonpayment will automatically be assessed a 5% late fee. Landlord shall not be obligated to provide such notice more than two (2) times per lease year. Lease Commencement shall occur on November 1, 2025 and Rent Commencement shall occur Four (4) months from the date of the Lease Commencement.

5. TERM: The Lease term shall be for Seven (7) Years, Four (4) Months, commencing upon the substantial completion of the Landlord's work described in Exhibit A (subject only to the completion of "punch list" items that do not materially interfere with Tenant's use and enjoyment of the Premises) (the "Commencement Date"). Prior to the Commencement Date and thereafter, Tenant shall be bound and governed by all terms and conditions of this Lease.

For clarity, the Landlord and Tenant agree to sign a Commencement Date Agreement in the form set forth in Exhibit C within thirty (30) days following the Landlord's notice of its work being completed.

6. OPTIONS TO RENEW: Tenant shall have Two (2), Five (5) year option to renew with One Hundred Eighty (180) days written notice. Rent shall increase 3.0% annually during the renewal term.

7. SECURITY DEPOSIT: Concurrently with Tenant's execution of the Lease, Tenant has deposited with Landlord a sum of Ten Thousand 00/100 Dollars (\$10,000.00) (the "Security Deposit"). The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease and fails to timely cure such default, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to an amount equal to the then current monthly rental, and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds. If Tenant fully and faithfully perform every provision of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following expiration of the Lease term

8. ADDITIONAL CHARGES: In addition to the Base Rent provided in Article 4 hereinabove, and commencing upon the Commencement Date of this Lease, Landlord will require Tenant to pay Tenant's pro-rata share ("Pro Rata Share") of the Additional Charges pursuant to the terms of this Article 8. For the purposes of this Lease, Tenant's Pro Rata Share shall be calculated and paid as follows:

Tenant will occupy 20,771 square feet in a Building consisting of approximately 52,775 sq. ft. Tenant's Pro-Rata Share will be 39.36 % of the Additional Charges. As used in this Lease, "Additional Charges" means the sum of Landlord's expenses as set forth in paragraphs (A),

(B) and (C) below.

A. All real estate taxes ("Real Property Taxes") and insurance premiums on the Premises, including land, building, and improvements thereon. Said Real Property Taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises. Notwithstanding the foregoing, Real Property Taxes shall not include (a) any inheritance, estate, succession, transfer, gift, franchise, or capital stock tax; (b) any income taxes arising out of or related to ownership and operation of income-producing real estate; (c) any excise taxes imposed upon Landlord based upon gross or net rentals or other income received by it, (d) assessments for improvements completed prior to the Commencement Date or (e) penalties or interest for late payment of taxes. Said insurance shall include all insurance premiums for fire, extended coverage, liability, and any other insurance that Landlord deems reasonably necessary on the Premises.

B. All "Common Area Maintenance Charges", defined as the costs and expenses which are incurred by Landlord in operating and maintaining the Common Areas (defined in Article 27 below) and the exterior walls of the Building, and those areas of the Building which house mechanical, electrical or other equipment or are otherwise determined from time to time by Landlord to be used in operating or maintaining the Building. Common Area Maintenance Charges include, but are not limited to, the cost of maintaining and repairing the Common Areas; removing snow, ice, and debris from the pedestrian passages; maintaining and repairing or repainting (when necessary) directional signs; repairing (when necessary) lighting facilities; and otherwise caring for and replanting (when necessary) all shrubbery and landscape areas; providing such security as Landlord, in its sole discretion, deems advisable; reasonable accounting and legal fees related solely to Common Area maintenance, utilities (except as set forth in clause (xi) below), and property management fees up to 3% of Base Rent hereunder. However, Common Area Maintenance Charges does not include (i) payments of principal or interest by Landlord on any mortgages or other indebtedness of Landlord, rent under any ground lease encumbering any portion of the Property or the costs of financing or refinancing debt encumbering any portion of the Property, (ii) any costs or expenses incurred or accrued exclusively for the specific benefit of the Tenant or any other particular tenant or tenants of the Building, (iii) expenses for the defense of Landlord's title, (iv) the original costs of constructing the Premises and the Building and costs to correct original or latent defects in the design, construction or equipment of the Building, (v) compensation paid to any employee of Landlord above the grade of property manager and Landlord's general corporate overhead and general and administrative expenses, (vi) expenses for repairs, restoration or other work occasioned by fire, wind, the elements or other casualty that are covered by insurance that was required to be carried under this Lease, (vii) costs to repair, restore, or replace all or any portion of the Property, to the extent Landlord is actually reimbursed therefor by proceeds from insurance, warranties, or condemnation proceeds, (viii) income and franchise taxes of Landlord; (ix) expenses incurred in leasing to or procuring of tenants, including leasing commissions, advertising expenses, legal fees, space planner fees, engineer fees and expenses for the renovating of space for tenants; (x) any depreciation allowance or expenses, (xi) costs attributable to enforcing leases against tenants at the Property, such as attorney's fees, court costs, adverse judgments, and similar expenses; (xii) costs that are reimbursable to Landlord by tenants as a result of provisions contained in their specific lease, such as excessive use of utilities, (xiii) contributions to operating expense, replacement reserve, bad debt, and tax account reserves or (xiv) any expenses (including fines) incurred (A) to comply with any governmental regulations and rules or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act and Regulations governing hazardous materials; (B) as a result of Landlord's alleged violation of or

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failure to comply with any governmental regulations and rules or any court order, decree or judgment; or (C) to the extent of a violation by Landlord of any of the terms and conditions of any leases at the Property. Further, Common Area Maintenance Charges shall not include any allowance(s) for depreciation, cost recovery or costs or expenses pursuant to this Article which would be considered capital in nature under generally accepted accounting principles.

C. Any parking charges, utilities surcharges, or any other costs levied, assessed or imposed by, at the direction of, or promulgated by any governmental authority in connection with the use or occupancy of the Premises or the parking facilities serving the Premises.

All of the above Additional Charges will not include any items related to ongoing construction of additional buildings or to site improvements including the completion of initial construction, which shall be the sole responsibility of Landlord. When additional buildings on the Site are completed and assessments for Additional Charges related thereto commence, Landlord will deliver a written notice to Tenant reflecting its new Pro Rata Share. Tenant's new Pro Rata Share will be calculated by dividing the square footage of the Premises into the total square footage of buildings on the Site being assessed. To the extent the items and the amounts billed for Additional Charges are not disputed by Tenant pursuant to this Article 8, the Tenant shall pay to Landlord these items within thirty (30) days of receipt of bill for charges.

Commencing on the Commencement Date in Article 5, Tenant will pay the sum of Two Thousand, Six Hundred and Fifty One Dollars and 59/100 (\$ 2,651.59) on a monthly basis (together with the Base Rent payment) as an estimate of Tenant's Pro Rata Share of Additional Charges outlined in this Article 8. Not more than one time per Lease Year, Landlord shall deliver to Tenant a reconciliation of actual Additional Charges for the previous Lease Year as compared to the estimates paid. The estimate to be paid by Tenant for the subsequent Lease Year shall be adjusted as required to account for any over or underpayment of the expenses, and Landlord shall deliver written notice to Tenant specifying the adjusted estimate of Tenant's Pro Rata Share no later than fifteen (15) days before Tenant's next monthly payment of its Pro Rata Share is due. As used herein, "Lease Year" shall mean the twelve (12) full calendar months following the Commencement Date, plus any partial calendar month in which the Commencement Date occurs, and each period of twelve (12) full calendar months thereafter.

Landlord shall maintain books and records related to the operation and maintenance of the Property (the "Books and Records") and shall retain and preserve the Books and Records for at least thirty-six (36) months after the end of the fiscal year to which they relate. Tenant shall have the right, at Tenant's sole cost and expense, to request that the Books and Records be audited by an independent firm of certified public accountants of national standing that is not being compensated by Tenant on a contingency fee basis at the Landlord's financial and support services center during normal business hours, provided (i) the Tenant provides at least ten (10) days' advance written notice to the Landlord of its desire to inspect the Books and Records (the "Audit Notice"), (ii) the Audit Notice is delivered to Landlord within ninety (90) days after the end of the fiscal year for which such audit will be performed and (iii) such audit is completed within ninety (90) days of Landlord's receipt of the Audit Notice. Tenant shall promptly pay to Landlord any deficiency or Landlord shall promptly refund to Tenant any overpayment, as the case may be, which is established by such audit. In the event an audit of the expenses the annual Additional Charges to have been overstated by more than three percent (3%), Landlord shall promptly reimburse Tenant for the reasonable cost of such audit after receiving a

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statement therefor. Tenant shall treat all information regarding the operation of the Property obtained through an audit as confidential information, which Tenant shall not disclose to third parties except as otherwise provided in the next sentence. Tenant may disclose such confidential information (A) if, and to the extent, such disclosure is required by law, (ii) if such information becomes generally available to the public other than by reason of a disclosure made by Tenant in violation of this paragraph, (B) to its advisors, attorneys and consultants who participate in the audit, provided they are likewise informed of the confidential nature of the information and the duty not to disclose such information to third parties.

9. USES PROHIBITED: Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises or which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, or on or about the Premises. Tenant shall not commit or allow to be committed any toxic waste in or upon the Premises. Tenant shall operate the licensed cannabis facility in compliance with Maryland cannabis statutes and regulations. This Article 9 shall survive the Lease.

10. COMPLIANCE WITH LAW: Subject to Article 34, Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Subject to Article 34 and the last sentence of this Article 10, Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements applicable to the Premises now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises which are required solely as a result of Tenant's use of the Premises. Landlord shall, at its sole cost and expense, be responsible for all alterations, additions or improvements required to be made to the Premises or the Building to comply with all laws, statutes, ordinances or governmental rules or regulations applicable to the Premises, including, without limitation, the Americans with Disabilities Act ("ADA"), that are not required solely as a result of Tenant's use of the Premises.

11. ALTERATIONS AND ADDITION:

A. Landlord shall, in a good and workmanlike manner, at Landlord's sole risk and expense and in compliance with all applicable codes, laws, regulations and ordinances (including, without limitation, the ADA), complete Landlord's Schedule of Work as reflected in Exhibit A attached hereto.

B. Tenant shall not make or allow to be made any alterations, additions, or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord, which consent shall not be unreasonably denied, withheld or conditioned; provided, however, Tenant shall be entitled to make alterations, additions or improvements to the Premises without Landlord's prior written approval if such alterations, additions or improvements are non-structural and are estimated to cost less than Seven Thousand Five Hundred Dollars (\$7,500) to install. Any alterations, additions or

improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work (but excepting movable furniture, voice and data cabling, signs, machinery and equipment used at the Premises and trade fixtures), shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Tenant's restoration obligations at the expiration or earlier termination of this Lease with respect to improvements installed at the Premises are set forth in Article 35 "Restoration" hereof. Notwithstanding any other provisions of this Lease, Landlord acknowledges that Tenant may, from time to time, finance its trade fixtures, personal property and equipment and, in such event, Tenant's trade fixtures, personal property and equipment may be offered as collateral. Landlord expressly waives any and all liens Landlord may have or otherwise acquire pursuant to statute, common law, or otherwise, with respect to Tenant's existing or hereafter acquired trade fixtures, personal property and equipment, and agrees to execute such document(s), in form reasonably satisfactory to Landlord, that any lienholder may require to (i) evidence such waiver, or (ii) ensure the lienholder's access to the Premises for the removal of collateral. Tenant warrants they shall not store any materials on the mezzanine above the office space that exceeds 40 pounds per square foot. Any damage caused by storage of materials on the mezzanine shall be the sole responsibility of the Tenant.

12. REPAIRS:

A. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair; provided, however, entry by Tenant shall not diminish, or act as a waiver with respect to, Landlord's obligations regarding the Premises, whether under this Lease or otherwise (including, without limitation, Landlord's obligation to complete Landlord's Schedule of Work as reflected in Exhibit A attached hereto). Tenant shall, at Tenant's sole cost and expense, be responsible for the interior maintenance of the Premises, including, but not limited to, janitorial services, replacement of light bulbs and the maintenance of all HVAC mechanical system, which shall be maintained in a proper working condition.

B. Landlord shall maintain and repair the roof, exterior walls and structure of the building of which the leased Premises are a part in the same condition as they are at the commencement of the term of the Lease, unless maintenance and repair is made necessary by fault or neglect of Tenant or the employees, contractor, or invitees of the Tenant, in which case such maintenance and repair shall be at the expense of the Tenant.

C. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Notwithstanding anything which may be stated in this Lease to the contrary, in the event Landlord fails to commence any maintenance or repair of the Premises required under this Article 12 within fifteen (15) days after written notice from Tenant or fails to complete (or be in the process of diligently pursuing to completion) such maintenance and repair within thirty (30) days after such notice, then in either of such events Tenant shall have the right (but not the obligation) to make such repair or replacement and deduct the costs thereof (plus a 15% administrative fee) from the installments of rent next falling due, seek the remedy of specific performance, and/or money damages for any loss or damages arising from Landlord's failure to discharge its obligations under this Article.

D. If odor becomes issue at any point, it is Tenant's responsibility to mitigate odors. Landlord and Tenant shall work in concert to address the situation.

E. It is Tenant's Responsibility split electric supply from main service of building for its own service.

13. LIENS: Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant.

14. ASSIGNMENT AND SUBLETTING:

A. Except as set forth in Article 14(B) hereof, Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord which shall be a subject condition to the use and financial credit of the Tenant as approved by the Landlord. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

B. Notwithstanding anything to the contrary set forth in Article 14(A), Tenant may, without Landlord's consent, assign this Lease or sublease the Premises, in whole or in part, (a) to its parent company, or to any subsidiary of its parent company, or to any company now or hereafter affiliated with Tenant (including a subsidiary, affiliate, or controlling corporation), provided Tenant remains liable on the Lease, or (b) to any entity that may result from a merger or consolidation by or with Tenant, or to any corporation, entity or person(s) to which Tenant sells all or substantially all of its assets or who shall acquire all or substantially all of Tenant's capital stock. Further, nothing in this Lease shall limit the issuance or sale of Tenant's capital stock in connection with a public offering or any subsequent trade on any public stock exchange.

15. HOLD HARMLESS: Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from (i) Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises (except for claims arising from any act or omission of Landlord or its officers, agents, servants or employees), (ii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or (iii) any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant (except for claims arising from any act or omission of Landlord or its officers, agents, servants or employees), and from all costs, attorney's fees, and liabilities incurred in or about the defense or any such claim or any action or proceeding brought thereon, and in case any action or proceeding be brought against Landlord by reason of such claim. Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably

satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises, from any cause other than any act or omission of Landlord or its officers, agents, servants or employees; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

16. SUBROGATION: As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights or recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties **INCLUDING NEGLIGENCE OF LANDLORD OR TENANT AND THEIR AGENTS, OFFICERS, DIRECTORS, PARTNERS AND EMPLOYEES.** Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

17. LIABILITY INSURANCE: Landlord shall maintain throughout the Term all-risk or fire and extended coverage insurance upon the Premises and the Building. Tenant shall during the Term, at its sole expense, maintain in full force general liability insurance issued by one or more insurance carriers, insuring against liability for injury to or death of persons and loss of or damage to property occurring in and on the Premises. Such liability insurance shall include Landlord as an additional insured. The coverage limits for such liability insurance shall be at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate. Tenant may provide this insurance under a blanket policy. Insurance required hereunder shall be in companies rated A:XII or better in "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, certificates evidencing the existence and amounts of such insurance. With respect to the negligence or intentional acts of Tenant and those under Tenant's control, all such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

18. UTILITIES: Commencing upon the Commencement Date, Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. Tenant shall promptly contract with the utility providers to have services placed in Tenant's name. If any such services are not separately metered to Tenant, Tenant shall pay its proportionate share of all charges jointly metered with other premises. Said proportionate share shall be appropriated on a pro rata basis. If any interruption in utilities is caused by the negligence or willful misconduct of or breach of this Lease by Landlord or any person for whom the Landlord is responsible at law and such interruption continues for a period in excess of seventy-two (72) hours from Tenant's notice of same to Landlord (which notice may be communicated by telephone or email), then Base Rent and other charges hereunder shall be equitably adjusted during the period of such interruption from and after the 72-hour period.

19. PERSONAL PROPERTY TAXES: Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other of Tenant's personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment furniture, fixtures and other of Tenant's personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to

Blank NNN Lease

Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

20. RULES AND REGULATIONS: Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants. All rules shall be equally enforced among all tenants.

21. HOLDING OVER: If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of Two Hundred Percent (200%) of the last monthly Base Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

22. ENTRY BY LANDLORD: Landlord reserves, and shall at any and all times have, the right to enter, upon reasonable notice to Tenant, the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Except in emergencies, Landlord shall provide Tenant with reasonable prior notice of entry at least twenty-four (24) hours before the proposed entry date, and Tenant shall have the right to have a representative of Tenant accompany Landlord during such entry. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by and of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

23. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall constitute a default of this Lease by Tenant.

A. The vacating or abandonment of the Premises by Tenant for a period of more than thirty (30) consecutive days without the payment of rent or without Tenant's complying with its maintenance obligations under this Lease.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 23B, above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord

to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

24. REMEDIES IN DEFAULT: In the event of any such default by Tenant as set forth in Article 23 hereof, Landlord may at any time thereafter, in his sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

A. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's possession of the Premises; expenses of reletting, including necessary repair of the Premises; reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease; or

B. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease including the right to recover the rent and any other charges as may become due hereunder; or

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

25. DEFAULT BY LANDLORD: Except as may be specifically stated elsewhere in this Lease, Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations; provided, however, that if the nature of Landlord obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) days period and thereafter diligently prosecutes the same to completion. In case of a default by Landlord that is not cured within the

Blank NNN Lease

foregoing time period, Tenant shall have all rights and remedies available at law or in equity.

26. RECONSTRUCTION: In the event the Premises are damaged by fire or other perils covered by fire and extended coverage insurance, Landlord agrees to forthwith repair same to its condition immediately prior to the occurrence of such damage, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Base Rent and other charges due under this Lease from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

A. In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than fifty percent (50%) of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of fifty percent (50%) or more of the full replacement cost then Landlord shall have the option; (a.) to repair or restore such damage, this Lease continuing in full force and effect, but the Base Rent and other charges due from Tenant hereunder to be proportionately reduced as hereinabove in this Article provided; or (b.) give notice to Tenant at any time within thirty (30) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. If Landlord elects to repair and restore such damage, Landlord shall prepare or cause to be prepared a reasonable estimate of the time needed to restore the Premises to its condition immediately prior to the damage, and promptly deliver such estimate to Tenant within thirty (30) days following the date of such damage. In the event of giving such notice of Landlord's election to terminate this Lease, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Base Rent and other charges due from Tenant hereunder, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to date of such termination. Further, if the Premises are damaged by fire or any other cause to the extent that Tenant will not reasonably be able to use any substantial portion of the Premises to conduct its business for a period of at least ninety (90) days, Tenant may terminate this Lease as of the date of such damage by notice to Landlord.

B. Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last twelve (12) months of the term of this Lease or any extension thereof, but Base Rent and other charges due from Tenant hereunder shall be equitably abated for any period that the Premises are destroyed or damaged to the extent that Tenant is prevented from carrying on its business in the Premises.

C. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant, except for the Landlord's work set forth on Exhibit A attached hereto.

27. EMINENT DOMAIN: If twenty-five percent (25%) or more of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain (a "Taking" or "Taken"), or if a Taking renders Tenant unable to carry on any material portion of its current business on the Premises, then in either case, either party hereto shall have the right, at its option, within sixty

(60) days after said Taking to terminate this Lease upon thirty (30) days written notice. If (i) less than twenty-five percent (25%) of the Premises is Taken and Tenant is able to carry on its current business in the Premises or (ii) twenty-five percent (25%) or more of the Premises is Taken and neither party elects to terminate as herein provided, then in either case, the Base Rent and other amounts due from and after such Taking shall be equitably reduced. In the event of any Taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given, provided Landlord shall at its expense promptly make such repairs and improvements as shall be necessary to restore the Premises to substantially the same efficiency as before the Taking. Notwithstanding the foregoing, Tenant retains its right to pursue claims against the condemning authority for loss of business, moving expense, and the like.

28. COMMON AREAS: The Common Areas of the Building shall consist of all portions of the Building which shall not be occupied by buildings leased or held for lease. The general term "Common Areas" includes, without limitation, all parking areas, landscape areas, aisles, driveways, entrances, exits, walkways, corridors, elevators and elevator shafts (if any), stairwells, sidewalks, roadways, loading areas, service roads, lighting facilities (if used to illuminate the Common Areas), common heating and ventilation facilities and utility, mechanical, telephone and electric rooms, fire sprinkler systems and controls, surface drainage facilities, traffic control signs and fences. Landlord covenants that the Common Areas shall be at all times available for the non-exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such Common Areas shall not constitute a violation of this covenant.

A. The Landlord shall keep said Common Areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof. Expenses incurred in connection with the maintenance of said Common Areas shall be charged and prorated in the manner as set forth in Article 8 hereof.

B. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants to use said Common Areas during the entire term of this Lease, or any extensions thereof, for ingress and egress.

C. The Tenant, in the use of said Common Areas, agrees to comply with such reasonable rules and regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said Common Areas; provided that Landlord will enforce the rules and regulations on a non-discriminatory basis against Tenant and other tenants of the Property.

29. SIGNS: That Tenant will not cause or permit any signs, placards, pictures, displays or other reading or advertising matter on the exterior doors, windows, walls, fronts or sides of the Premises, or elsewhere in the Premises, without the written consent of the Landlord or his agent, which consent shall not be unreasonably withheld, delayed or conditioned. All signs must be approved in writing by Landlord in Landlord's reasonable discretion. The Tenant will install and maintain its individual signs in accordance with the laws of the governing City or County.

30. DISPLAYS: The Tenant may not display or sell merchandise outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searching lights, loudspeakers, phonographs

or radio broadcasts.

31. AUCTIONS: Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said action be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

32. GENERAL PROVISIONS:

A. Plats and Riders: Clauses, plats, riders and addendums, if any, affixed to this Lease are a part hereof.

B. Waiver: The waiver by either party 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. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

C. Joint Obligation: If there be more than one Tenant the obligations hereunder imposed shall be joint and several.

D. Marginal Headings: The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

E. Time: Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

F. Successors and Assigns: The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

G. Recordation: Neither Landlord nor Tenant shall record this Lease.

H. Quiet Possession: Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Landlord warrants that Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

I. Intentionally deleted.

J. Prior Agreements: This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective or binding on any party until fully executed by both parties hereto.

K. Inability to Perform: This Lease and the obligations of either party hereunder shall not be affected or impaired because a party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of such party.

L. Partial Invalidity: Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

M. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

N. Choice of Law: This Lease shall be governed by laws of Maryland.

O. Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorney's fees.

P. Sale of Premises by Landlord: In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in the interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

Q. Subordination, Attornment:

(i) Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

(ii) In the event any proceedings are brought for foreclosure or other action is taken under any mortgage or deed of trust by the holder thereof, or in the event of the exercise of the power of sale under any mortgage or deed of trust made covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

(iii) The provisions of this subparagraph (Q) to the contrary notwithstanding, and so long as Tenant is not in default hereunder beyond any applicable notice and cure period, this Lease shall remain in full force and effect for the full term hereof and the rights of Tenant hereunder shall not be disturbed.

R. Notices: All notices and demands which may or are to be required or permitted to be given

by either party or the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by either United States Mail, postage prepaid, or by a nationally recognized overnight courier, addressed to the Tenant at the Premises, and to the address hereinbelow, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by either United States Mail, postage prepaid, or by a nationally recognized overnight courier, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

To Landlord at: John Benton Smallpage, III
6316 Humphreys Street
Harahan, Louisiana 70123

To Tenant at: Hippocratic Growth, LLC
100 Memorial Plaza
Chestertown, Maryland 21620

S. **Tenant's Statement:** Tenant shall, upon no less than ten (10) business days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying 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 rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

T. **Authority of Tenant:** If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation, as has been confirmed by a separate written resolution from the board of directors of said corporation.

33. HAZARDOUS MATERIALS: Landlord shall provide the Building at the Commencement of the Lease to be free of environmental issues to the best of their ability and the obligation of the Tenant to return the Premises free and clear of any environmental liability.

34. REAL ESTATE BROKERAGE: Landlord and Tenant represents and warrants that it has not employed, directly or indirectly, expressly or impliedly, any brokers or finders in connection with the leasing of the Premises except for SVN Miller Commercial Real Estate (the "Broker"). Landlord shall pay a brokerage commission to the Broker pursuant to the terms of a separate written agreement between Landlord and Broker.

IN WITNESS WHEREOF, Landlord and Tenant have set their hand(s) and seal(s).

LANDLORD:

Witness:

John L. Dink

By: Bob L. [Signature]

Date: 10-3-25

TENANT:

Witness:

John S. Foster

By: Ashley G. Cole

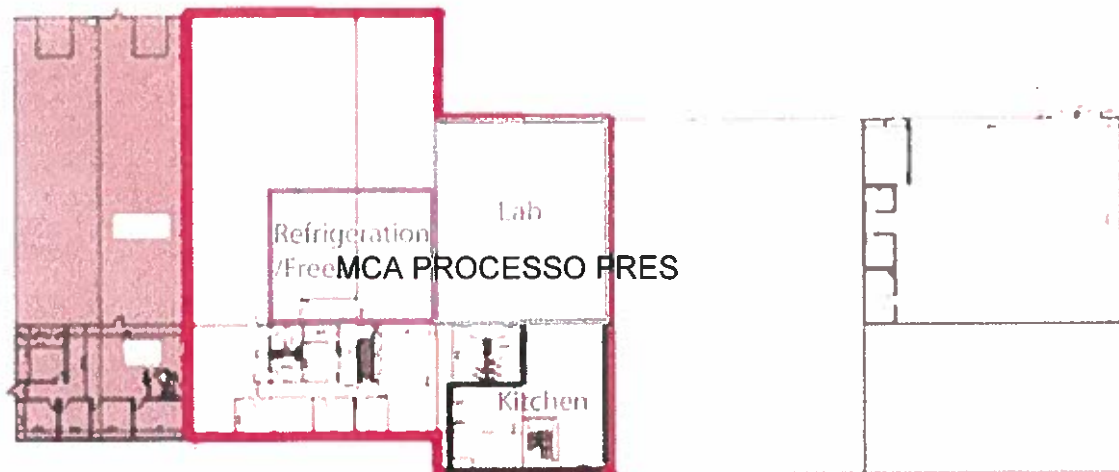
Name: ASHLEY G COLEN

Date: 9-24-25

EXHIBIT A

TENANT'S SCHEDULE OF WORK

Tenant shall be responsible for any improvements to the Premise with prior consent of the landlord. Tenant intends to do a comprehensive buildout for a cannabis processing laboratory. Tenant will build a commercial kitchen and a clean room 1-3,000 square feet for extraction and remediation of raw material. An updated air filtration system will be added to tie in with the current HVAC system to purify the air for odor mitigation.



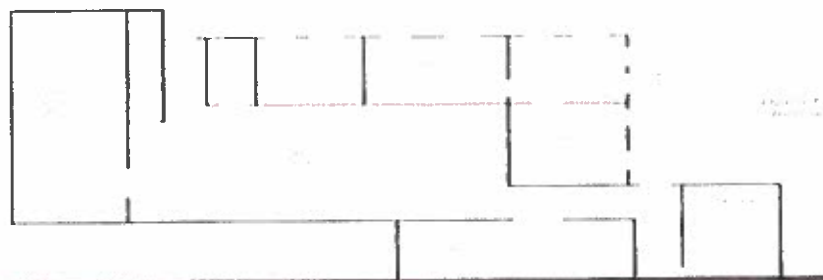
*** Space Configuration Not to Scale***

EXHIBIT B

(The Premises highlighted in Red)



1st Floor Office Space



2nd Floor Office Space

EXHIBIT C
CONFIRMATION

As required under the Lease (the "Lease") dated SEPTEMBER 24, between the undersigned parties for space located at 65 Engerman Avenue in the Denton Industrial Park, in the City of Denton, County of Caroline, State of Maryland, the undersigned hereby establish and agree that the term of the Lease commenced on November 1, 2025, Rent will commence upon the earlier of either Four (4) months from the date of Lease Commencement or February 1, 2026 and shall expire on February 28, 2033, subject to Tenant's extension options under the Lease.

LANDLORD:

By: Benton Smallwood
Name: Benton Smallwood
Title: CEO

MCA PROCESSOR PRES

TENANT:

By: Ashley G Cole
Name: ASHLEY G COLE
Title: CEO

DEED

Special Warranty Deed

This Special Warranty Deed is made this 9th day of August, 2018, by and between KRM Development Corporation, a Maryland corporation, Grantor, and Donovan Marine, Inc., a Louisiana corporation, Grantee.

WITNESSETH that in consideration of the sum of One Million, Seven Hundred Seventy-Four Thousand Five Hundred and no/100 Dollars (\$1,774,500.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey to Grantee, its successors and assigns, forever, in fee simple, all its right, title and interest in that parcel of ground situate, lying and being in Caroline County, Maryland and being more particularly described as follows:

See Exhibit A attached

BEING the same lot or parcel of ground conveyed by Deed from The Commissioners of Denton, a body politic, to the Grantor herein, dated November 2, 1992, and recorded among the Land Records of Caroline County, Maryland in Liber FDM No. 250, folio 904.

The improvements thereon being commonly known as 65 Engerman Road, Denton, Maryland 21629.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described parcel of ground and premises to the Grantee, its successors and assigns, forever, in fee simple.

AND the Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

AND the Grantor claims exemption from the tax withholding requirements of Maryland Tax-General Article Section 10-912 and certifies under the penalties of perjury that Grantor, being the Transferor of the real property described herein, is a resident entity of the State of Maryland and has qualified or registered to do business in Maryland more than 90 days prior to the date of this Deed, as required by COMAR 03.04.12.02 (11).

IN TESTIMONY WHEREOF the Grantor has caused this deed to be duly executed on its behalf by a duly authorized officer.

WITNESS:

KRM Development Corporation, a Maryland corporation

Jane A. Parker

By: Laura K. Goodall Gray
Laura K. Goodall Gray,
President

STATE OF MARYLAND, COUNTY OF Kent, to-wit:

I HEREBY CERTIFY that on this 9th day of August, 2018, before me, a Notary Public of the State of Maryland, personally appeared Laura K. Goodall Gray, who acknowledged herself to be the President of the Grantor corporation, and that as such officer, being authorized to do so, executed the foregoing Deed for the purposes therein contained, by signing the name of the corporation, by herself as such officer and further, did certify that this conveyance is not part of a transaction which is a sale, lease, exchange or other transfer of all, or substantially all, of the property and assets of the corporation, giving oath under penalties of perjury that the consideration recited therein is correct.

AS WITNESS my hand and notarial seal.

Charles Russell Athey
Notary Public

My commission expires: 7/23/20

CHARLES RUSSELL ATHEY
NOTARY PUBLIC
Kent County, MD
My Commission Expires 7/23/2020

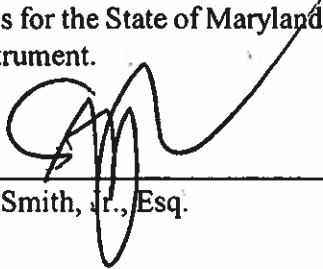
I hereby certify this 16 day of AUG, 2018 that all public taxes, assessments and charges due on this property transferred by this deed has been paid
Barbara Nashold
Caroline County Tax Office

Caroline County Commissioners
RECORDATION TAX
AMT: 17745⁰⁰
DATE: 8-16-18
INITIALS: BN
Prop ID: 03-031454

BOOK: 1322 PAGE: 100

Attorney Certification

I HEREBY CERTIFY that this document was prepared by an attorney admitted to the Court of Appeals for the State of Maryland, under such attorney's supervision, or by one of the parties to the instrument.



Simon Smith, Jr., Esq.

AFTER RECORDING
PLEASE RETURN TO:
Stewart Title Guaranty Company
401 East Pratt Street, Suite 611
Baltimore, Maryland 21202

MCA PROCESSOR P PRES

LR - Deed (w Taxes)	
Recording Fee no RT	
	20.00
Name: XRM	
Development/Donovan	
Marine Inc	
Ref:	
LR - Deed (with Taxes)	
Surcharge	40.00
LR - Deed State	
Transfer Tax	8,872.50
LR - County Transfer	
Tax - linked	8,872.50
LR - NR Tax - 1kd	0.00
===== SubTotal:	17,805.00 =====
Total:	17,805.00
08/16/2018 01:59	
CC05-CB	
#10840152 CC0201 -	
Caroline	
County/CC02.01.01 -	
Register 01	

EXHIBIT A

LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as LOT 13 on the Plat entitled "DENTON INDUSTRIAL PARK, THE LANDS OF THE COMMISSIONERS OF DENTON IN THE 3RD ELECTION DISTRICT, CAROLINE COUNTY, MARYLAND", which is duly recorded among the Land Records of Caroline County, Maryland, in Plat Book No. 2, folio 32.

BEING further described as follows:

BEGINNING for the same at an iron pipe found on the northerly right-of-way line of Engerman Avenue, 60 feet wide as now existing and laid out, at the line of subdivision between Lots 13 and 14 as now existing and shown on the plat of the Denton Industrial Park, which plat, is recorded among the Land Records of Caroline County in Plat Book 2, Plat 32, and running thence with all bearings referred to the meridian of the aforementioned plat binding along the line of subdivision North 16° 14' 00" West 523.45 feet to a monument found at the end of the seventeenth or South 65° 48' 00" East 971.78 feet line of that parcel of ground which by deed dated December 30, 1983, recorded among the Land Records of Caroline County in Liber 219, folio 475, was granted and conveyed by William C. Engerman and Virginia C. Engerman, his wife, to the Commissioners of Denton, a body politic, thence binding along part of the Eighteenth line of the aforesaid deed North 66° 05' 00" East 312.29 feet to an iron pipe at a point on the division line between Lots 12 and 13, thence binding along said division line South 24° 36' 10" East 687.16 feet to an iron pipe situate on the northerly right-of-way line of Engerman Avenue, thence binding 430.62 feet along the arc of a curve to the right having a radius of 788.51 feet and a long chord bearing and distance of South 89° 24' 20" West 425.29 feet to the place of beginning, containing in all 5.11 acres, more or less.

SUBJECT to a drainage easement 20 feet wide lying adjacent contiguous and parallel to the Second lot line described herein and to a drainage easement 10 feet wide lying adjacent, contiguous and parallel to the first and third lot lines described herein and to a drainage and utility easement 10 feet wide lying adjacent, contiguous and parallel to the fourth lot line described herein.

BEING a portion of the same property described in a Deed from William C. Engerman and Virginia L. Engerman, his wife to The Commissioners of Denton, dated December 29, 1983 and recorded under Liber FDM No. 219, folio 475, among the Land Records Books for Caroline County, Maryland.

CAROLINE COUNTY CIRCUIT COURT (Land Records) FDM 1322 p.0103 MSA_CE_95_1092 Date available 8/24/2018. Printed 3/10/2026.

State of Maryland Land Instrument Intake Sheet
 Baltimore City County, Caroline
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">1 Deed of Trust</td> <td style="width: 25%;">Mortgage Lease</td> <td style="width: 25%;">Other _____</td> <td style="width: 25%;">Other _____</td> </tr> </table>	1 Deed of Trust	Mortgage Lease	Other _____	Other _____			
1 Deed of Trust	Mortgage Lease	Other _____	Other _____					
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]			
3	Tax Exemptions (if applicable) Cite or Explain Authority	Recordation						
		State Transfer						
		County Transfer						
4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration				
		Purchase Price/Consideration	\$ 1,774,500.00	Transfer Tax Consideration	\$			
		Any New Mortgage	\$ 0.00	X () % =	\$			
		Balance of Existing Mortgage	\$ 0.00	Less Exemption Amount	=	\$		
		Other	\$	Total Transfer Tax	=	\$		
		Other	\$	Recordation Tax Consideration	=	\$		
	Full Cash Value	\$	X () per \$500 =	\$				
			TOTAL DUE	\$				
5	Fees	Amount of Fees		Doc. 1	Doc. 2			
		Recording Charge	\$ 20.00	\$				
		Surcharge	\$ 40.00	\$				
		State Recordation Tax	\$ 17,745.00	\$				
		State Transfer Tax	\$ 8,872.50	\$				
		County Transfer Tax	\$ 8,872.50	\$				
		Other	\$	\$				
		Other	\$	\$				
6	Description of Property SDAT requires submission of all applicable 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)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		03	031454	00250 / 00904	0108	2359		<input type="checkbox"/> (S)
		Subdivision Name		Lot (3a)	Block (3b)	Sec/A/R (3c)	Plat Ref.	SqFt/Acreage (4)
		Denton Industrial Park		13			2 / 32	5.11 acres
		Location/Address of Property Being Conveyed (2)						
		65 Engerman Avenue, Denton, MD 21629						
		Other Property Identifiers (if applicable)					Water Meter Account No.	
		Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: _____						
		Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt of SqFt/Acreage Transferred: _____						
		If Partial Conveyance, List Improvements Conveyed: _____						
7	Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
		KRM Development Corporation						
		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)			
		Donovan Marine, Inc.						
		New Owner's (Grantee) Mailing Address						
		6316 Humphrey's Street, Harahan, LA 70123						
9	Other Names to Be Indexed	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				<input checked="" type="checkbox"/> Return to Contact Person		
		Name: Pamela Raymond				<input type="checkbox"/> Hold for Pickup		
		Firm: Stewart Title Guaranty Company				<input checked="" type="checkbox"/> Return Address Provided		
		Address: 401 East Pratt Street, Suite 611, Baltimore, MD 21202 Phone: (443) 220-0001						
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
	Assessment Information	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?					
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Does transfer include personal property? If yes, identify _____					
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)					
	Assessment Use Only - Do Not Write Below This Line							
	Terminal Verification		Agricultural Verification		Whole Part		Tran. Process Verification	
	Transfer Number		Date Received		Deed Reference:		Assigned Property No.:	
	Year	20	20	Geo.	Map	Sub	Block	
	Land			Zoning	Grid	Plat	Lot	
	Buildings			Use	Parcel	Section	Occ. Cd.	
	Total			Town Cd.	Ex. St.	Ex. Cd.		
	REMARKS:							

Space Reserved for County Validation

PROTECTIVE COVENANTS AND RESTRICTIONS, AS AMENDED

Adopted June 3, 1984

PROTECTIVE COVENANTS AND RESTRICTIONS
Denton Industrial Park

SECTION I - General

SEP 21 01 A 225766 *****30.0.

The following restrictions shall constitute covenants, contractual obligations, and conditions running with the land.

1. LEGAL DESCRIPTION - For all purposes of these covenants and restrictions, Denton Industrial Park conclusively shall be deemed to mean the following described real estate:

See attached Exhibit A.

2. INDUSTRIAL PARK MANAGEMENT ASSOCIATION - For all purposes of these restrictions, the Industrial Park Management Association (hereinafter called "Association") shall be made up initially of six (6) voting members appointed by the Commissioners of Denton with terms set by the Commissioners of Denton. As each property in the Park is sold, the new owner shall become a voting member of the Association in proportion to the annual assessment to be set by the Association for the purpose of maintenance of the Industrial Park, exclusive of the roads, rights-of-way, water, and sewer lines permanently owned by the Town. The Association will continue with six (6) members until five property owners have replaced Town appointees. From that point on, the membership will increase by each new owner until all property in the Park has been sold. At that time, the Association will consist of all property owners or their designees plus one Town appointee with one vote per member. Each member shall pay the annual assessment levied by the Association except the Town appointee who shall not pay any assessment at any time. A majority of the members of the Association shall constitute a quorum of such Association and are vested with authority to make any decisions, perform any acts and execute any written instruments of approval or consent required by these restrictions. The Association shall have full power to select, appoint, retain, and use any agents or sub-committees of any type and nature as it deems advisable to render such assistance to said Association and to perform such acts as said Association shall determine.
3. EFFECT AND MODIFICATION - These restrictions shall be effective and binding on grantor, grantee, their respective assigns, successors in interest, and all parties claiming by, under, or through them until December 31, 2009, at which time these restrictions shall be automatically extended for successive periods thereafter of ten (10) years each, unless owners of more than eighty-five (85%) percent of the real estate (property owners exclusive of all publicly owned rights-of-way and easements) located in said Denton Industrial Park shall execute and record in the Land Records of Caroline County, an instrument revoking or modifying such restrictions. Prior to December 31, 2009, these restrictions may be modified by recording in the Land Records of Caroline County, an instrument specifying such modification or modifications executed by the Town of Denton and by the owners of eighty-five (85%) percent of the realty located in said Denton Industrial Park.
4. CIVIL RIGHTS - No subsequent covenant, lease, or conveyance may be imposed upon this land which restricts the use of this land on the basis of race, creed, color, age, sex, or handicap.

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SECTION II - Purpose

The purpose of covenants and restrictions in the Denton Industrial Park is to ensure the following:

1. Aesthetic and controlled development of the property which is compatible with the beauty of the Eastern Shore and the quality of life in the Denton area;
2. Protection of property owners within the Park and in the neighborhood of the Park against improper usage and maintenance which could have the effect of depreciating the value of their property;
3. Excellence in design and development of each site and in the standard of maintenance;
4. Conservation to the greatest extent possible of the physical and natural features of the land;
5. Protection against all types of environmental pollution.

SECTION III - Regulatory Standards

All usage of the property conveyed with these covenants shall be in accordance with all applicable local, state, and federal law and most particularly with the Denton Zoning Ordinance, the Denton Subdivision Ordinance, the Denton Building Code, the Denton Water Use and Sewer Use Ordinances, and Caroline County Sediment Control. Where these covenants are more restrictive than the above stated ordinances, these covenants shall rule. Individual purchasers of real estate within the Denton Industrial Park shall accept the responsibility for carrying out all applicable provisions of the Denton Subdivision Ordinance instead of said obligations being met by the subdivider which is the Town of Denton. The Denton Planning Commission shall review all plans for ordinance compliance prior to the issuance of permits.

SECTION IV - Restrictions

1. No part of said real estate or any building, structure, or improvement thereon shall be used for other than approved industrial warehouse, distribution, or commercial purposes. No personal service establishment or retail outlet will be permitted except for merchandise manufactured on the site. No building of any kind, permanent or temporary or mobile may be used for any residential purposes. No mobile unit or trailer is permitted for any use other than as a construction trailer during the actual construction phase. Other prohibited uses include: the manufacture of explosives, discharge of hazardous or toxic chemicals as listed by the Environmental Protection Agency (EPA), the manufacture or use of highly flammable materials which would cause an extraordinary fire hazard, or the generation of wastewater in excess of an annual average of 35 gallons per day per 1000 square feet of building.
2. Front and side setbacks for required yards shall be in accordance with the Denton Zoning Ordinance. A rear setback of at least twenty five (25) feet from street right-of-way or adjoining property must be maintained.
3. The Town of Denton reserves the right to limit the size of the site requested for

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purchase to a maximum of twice the amount of land actually needed for the industry. Land for proposed future expansion and/or development may be sold if the company's past and present record shows that the expansion is very likely to occur within a definite period of time after purchase of the land. If such expansion is not realized within the stated time period, grantee agrees to resell land upon request to the grantor at the original purchase price.

4. No building or structure shall be erected, permitted, or placed on any part of said real estate unless exterior structure thereof is of stone, brick, reinforced concrete, glass, equivalent masonry construction, or a combination of these materials. Metal buildings are acceptable as long as the front is faced with these materials listed here as acceptable.
5. No excavations or excavating work shall be permitted on any part of said real estate except excavations for the purpose of constructing buildings and tangible improvements on such real estate immediately prior to and during construction of such buildings and tangible improvements. No soil, sand, gravel, minerals, aggregate, or earth materials shall be removed from said real estate except as a part of such excavations made for the purpose of constructing buildings and tangible improvements on said real estate.
6. All of the aforementioned real estate and all buildings, structures, improvements, and appurtenances shall be attractively landscaped and that portion of said real estate not used for buildings, structures, parking areas, loading areas, driveways, streets, and other landscaping shall be planted and maintained as a lawn in good condition with six (6) inches of topsoil. Landscaping and lawns shall be accomplished within one (1) year of completion of the principal building.
7. No signs shall be erected or placed on any part of the said real estate without first being approved by the Association and having a sign permit issued in accordance with the Denton Zoning Ordinance.
8. Adequate off-street parking, loading, and unloading facilities shall be provided and maintained by the owners of said real estate for all employees, customers, agents, invitees, and all other persons transacting business with either the owners or occupants of any part or all of said real estate. Design standards for these facilities must be in accordance with the Denton Zoning Ordinance and the Denton Subdivision Ordinance. Screen planting shall be installed and maintained between such off-street parking areas and adjacent streets. Off-street parking shall be permitted in any area other than in front of the principal building on any tract except that a minimum number of spaces may be provided in front for visitors or customers. Such parking spaces shall be landscaped. No parking shall be permitted on the public streets or rights-of-way in the Park.
9. Minimum standards for all private entrances from public rights-of-way shall include the following:
 - a. One (1) street light at the corner of each entrance. The type of light shall be specified by the Commissioners of Denton and the cost of electricity for the light shall be that of the purchaser of the real estate.
 - b. Curb and gutter meeting the Maryland State Highway Administration specifications - twenty-five feet on each side of each entrance.

10. No part of said real estate or any building or structure placed on said real estate shall be used for any purpose or in such a manner which shall be a nuisance to the occupants or owners of any other adjoining real estate by reason of emission from said real estate, building, and structures or the creation thereon or therein of odors, gases, dust, smoke, noise, fumes, cinders, soot, vibrations, glare, radiation, radioactivity, waste materials, or any other means or substances.
11. No materials, inventory, goods-in-process, semi-manufactured items, finished products, plant equipment, parts, rubbish, waste materials, or other personal property shall be kept, stored, maintained, or accumulated on any part of said real estate outside of buildings erected thereon, except where prior written approval of the Association is secured after adequate screen planting, fencing, setbacks, and compliance with any other conditions required therefor by the Association.
12. All of said real estate and all buildings, structures, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas, and entrances thereon must at all times be maintained in a safe, clean, and good condition. After a specified procedure of notice and reasonable correction time has been given, the Association is granted the privilege but not the obligation (which privilege it may exercise or not at any time and for such periods of time as it deems advisable in its exclusive discretion) of maintaining any part or all of said real estate or any buildings, structures, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas, and entrances thereon, where not properly maintained in the opinion of the Association, and all owners, occupants, and lessees of such realty shall pay to the Association upon request, the aggregate cost of such maintenance work and expense applicable to that portion of the realty owned, occupied, or leased by such owners, occupants, or lessees. See Section IV-16 for legal effect of failure to insist on performance of covenants.
13. Advance approval of the improvements described in this paragraph is deemed necessary to protect and preserve the desirability and properties of the Denton Industrial Park. Therefore, no construction, erection, relocation, or exterior alteration of any buildings, structures, signs, parking areas, loading areas, landscaping, or other facilities may be commenced and completed on any part of said real estate without securing, in advance, the written consent and approval of the Association. The following information, as appropriate, shall be submitted to the Secretary of the Association for its consideration of any plans:
 - a. Preliminary architectural plans for any proposed building, structure, or improvement showing elevations and exterior building materials to be considered from an aesthetic point-of-view.
 - b. A site plan showing location and design of buildings, structures, signs, drainage, driveways, driveway intersections with streets, exterior materials storage areas, parking areas, loading areas, and sidewalks to be considered from an aesthetic point-of-view. The site plan shall include a planting plan, including screening walls and fences, if any, for analysis of adequacy of visual screening and landscaping.
 - c. Any other pertinent information requested by the Association for the purpose of showing compliance with each and all of these covenants.

- 15. Each owner, lien holder, and tenant of any part of the above described real estate hereby agrees to cooperate in the planning, granting, executing, acknowledging, and recording of all easements and instruments establishing such easements deemed necessary and reasonable by the Town of Denton for the further development of said Denton Industrial Park which easements may include those deemed necessary for electric, telephone, gas, water, and sewerage purposes and for the entrances and access road.

- 15. If the grantee or its successors or assigns or any lessee or occupant of any part of such real estate or any other person should violate any of the covenants, conditions, and restrictions contained herein, it shall be lawful and permissible for the Association, or individual member of the Association to prosecute any proceedings at law or in equity against the person or persons violating any of these restrictions for any remedies that are available including but not limited to, actions for injunctive relief and damages. The Association or individual member shall be entitled to recover from any person or persons violating or attempting to violate any of these covenants, conditions, and restrictions, all reasonable attorney fees, costs, and expenses incurred by the Association or individual member of the Association with respect to securing the enforcement of or the compliance with these covenants, conditions, and restrictions or with respect to any actions, either at law or in equity, commenced by it for such purpose or purposes.

- 16. The invalidation or unenforceability of any one of these covenants, restrictions, or conditions shall in no way affect the validity or enforceability of any of the other covenants, conditions, or restrictions contained herein which shall remain in full force and effect. The failure of anyone to insist on the performance of any covenants, restrictions, or conditions contained herein at any time shall not be deemed to bar, waive, or estop the right to insist on the performance thereof at a later time nor shall the failure of anyone to insist on the performance of any such covenant, restriction, or condition at any time or times be construed to constitute an abandonment, annulment, or revocation of such covenant, restriction, or condition.

ATTEST

COMMISSIONERS OF DENTON

by: Mary K. Gurdin-Kaw
 Mary K. Gurdin-Kaw, Clerk/
 Treasurer

by: Janet K. Hutson
 Janet K. Hutson, Mayor

DATE

June 7, 1984

CAROLINE COUNTY CIRCUIT COURT (Land Records) EDM 221, p. 0729 MSA_DE_85_192 Date entered: 8/9/2008. Printed 3/15/2008

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EXHIBIT A

BOUNDARY LINE DESCRIPTION FOR
90.17 ACRES COMPRISING
DENTON INDUSTRIAL PARK

ALL that piece, parcel or tract of land situate, lying and being in the Town of Denton, Third Election District for Caroline County, Maryland, and more full described as follows: BEGINNING for the same at a concrete monument found on the westerly side of the public road now existing and laid out 50 feet wide, leading from Maryland Route 404 to Sennett Road known as American Legion Road, said monument being at the northeasterly corner of the herein described land and at a point 25 feet from the beginning of the South or South 69 degrees 33 minutes West 1392.3 feet line of that parcel of land which by deed dated February 11, 1963, recorded among the Land Records of Caroline County in Liber 149 at folio 520 was granted and conveyed by William C. Engerman and Virginia Lee Engerman, his wife, to the Commissioners of Denton and running thence binding along the westerly side of said American Legion Road the following three courses and distances, viz: (1) South 26 degrees 08 minutes 00 seconds East 138.17 feet; thence (2) South 24 degrees 52 minutes 30 seconds East 98.88 feet; thence (3) South 23 degrees 47 minutes 30 seconds East 1323.11 feet to a concrete monument found thereon; thence (4) binding along a division line between the herein described land and other lands of William C. Engerman and Virginia Lee Engerman South 73 degrees 21 minutes 40 seconds West 530.24 feet to a stone found; thence (5) continuing South 73 degrees 21 minutes 40 seconds West 199.451 feet to a point in a ditch; thence (6) North 07 degrees 35 minutes 20 seconds West 20 feet to a concrete monument found; thence (7) continuing North 07 degrees 35 minutes 20 seconds West 896.04 feet to a concrete monument found; thence (8) South 82 degrees 24 minutes 40 seconds West 309.78 feet to a concrete monument found; thence (9) North 07 degrees 35 minutes 20 seconds West 120.58 feet to a concrete monument found; thence (10) South 82 degrees 24 minutes 40 seconds West 180.00 feet to an Iron Pipe set; thence (11) South 72 degrees 39 minutes 30 seconds West 324.69 feet to a concrete monument set on the easterly right-of-way line of a public road leading from Andersontown to Denton, known as Maryland Route 404; thence (12) binding along part of the easterly right of way line of Maryland Route 404, North 07 degrees 35 minutes 20 seconds West 55.00 feet to a concrete monument found; thence (13) continuing along part of said easterly right of way line of Maryland Route 404, North 07 degrees 35 minutes 20 seconds West 100.00 feet to a concrete monument found; thence (14) North 82 degrees 24 minutes 40 seconds East 500.00 feet to a concrete monument found; thence (15) North 07 degrees 35 minutes 20 seconds West 300.00 feet to a concrete monument found; thence

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(16) continuing North 07 degrees 35 minutes 20 seconds West 556.77 feet to an iron pipe set, thence (17) North 75 degrees 24 minutes 40 seconds East 224.12 feet to a concrete monument found at the end of the Seventh or North 64 degrees 18 minutes West 915.9 feet line of the aforementioned deed from William C. Engerman, et ux to the Commissioners of Denton recorded in Liber 149 at Folio 520 and thence binding reversely along the aforesaid Seventh Line and part of the Sixth Line of said deed, the following two courses and distances, viz: (18) South 65 degrees 48 minutes 00 seconds East 971.78 feet to a concrete monument found; thence (19) North 66 degrees 05 minutes 00 seconds East 1367.29 feet to the place of beginning containing 90.17 acres of land, more or less.

IT BEING PART of all that parcel of land described in a deed from Austin R. Murphy and Virginia G. Murphy to William C. Engerman and Virginia Lee Engerman dated March 24, 1944, and recorded in the Land Records of Caroline County, Maryland in Liber 104 at Folio 161 and part of all that parcel of land described in a deed from Richard J. S. Bullock and Mattie F. Bullock to William C. Engerman and Virginia Lee Engerman, his wife, dated October 13, 1944, and recorded in the Land Records of Caroline County, Maryland in Liber 104 at Folio 533 and part of all that parcel of land described in a deed from William C. Engerman and Virginia Lee Engerman, his wife, to the Commissioners of Denton, dated December 30, 1983, and recorded in the Land Records of Caroline County, Maryland in Liber 219 at Folio 475.

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STATE OF MARYLAND
CLERK OF THE COURT
FILED FOR RECORD
At 8:15 o'clock P
On 9-21-1984 And
BUT RECORDED IN LIBER 221
NO. 221 FOLIO 731 ONE OF THE
Land RECORD
BOOKS FOR THE COUNTY AND DELEG
F. Paul M... CLERK
RECORDING FEE \$ 30.00
\$ 30.00

CAROLINE COUNTY CIRCUIT COURT (Land Records) FORM 221 (5-07-81) MSA ST 95-102. John W. Hester, Jr. 3/8/2008. Printed 3/15/2008.

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5800

AGREEMENT AND
DECLARATION OF COVENANTS
BETWEEN THE
COMMISSIONERS OF DENTON
AND
COUNTY COMMISSIONERS
OF CAROLINE COUNTY

ST 21 84 A #25767 *****26.0

RELATING TO
PROPERTY TO BE DEVELOPED WITH
MARYLAND INDUSTRIAL LAND ACT FUNDING
THROUGH THE STATE OF MARYLAND

THIS AGREEMENT AND DECLARATION OF COVENANTS (the "Declaration") is made this 19th day of September, 1984, by and between The Commissioners of Denton, a body politic and corporate of the State of Maryland (the "Town") and The County Commissioners of Caroline County, a body politic and corporate of the State of Maryland (the "County");

WHEREAS, the Town is the owner of a certain parcel of land shown and described in the attached Schedule A (the "Property") located within Town of Denton (the "Industrial Park"); and

WHEREAS, the Town desires to plan and develop an industrial park in order to attract new industry to the area (the "Project"); and

WHEREAS, funding for the Project is sought from the Maryland Department of Economic and Community Development, (the "Department"), through a loan to the County (the "Loan"), pursuant to the Maryland Industrial Land Act, Article 41, §§438 through 446 of the Annotated Code of Maryland, as amended (the "Act"); and

WHEREAS, Section 441 of the Act requires that a loan agreement shall be recorded among the Land Records of the subdivision in which the land is located and shall constitute a lien upon the land and improvements; and

WHEREAS, Section 441 of the Act requires a certain control of the Property by the County; and

WHEREAS, the Town is desirous of granting such control of the Property to the County for the purposes of obtaining the Loan;

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NOW, THEREFORE, IN CONSIDERATION of the County's application for funding of the Project as set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and County do hereby declare and agree that the property described in the attached Schedule "A" (the "Property") is subject to the following restrictive covenants:

(1) Town declares that the covenants in this Declaration shall run with the Property, and every part of it, and shall be binding upon the Town and all property owners, tenants, licensees, occupants and their successors in interest with respect to the Property, until termination of these restrictions in accordance with paragraph 5.

(2) The Town may not take any actions concerning the sale, lease, encumbrance, conveyance or other transfer of the Property or any portion thereof without the prior written approval of the County and the Department. Unless the County specifies a lesser or a greater time period, the Town shall give to the County 60 days advance notice in order to enable the County to comply with the applicable provisions of the Act or the County's loan agreement with the Department, and shall obtain the County's written approval of any proposed sale, lease, conveyance or other transfer.

(3) The Town may not convert the use of the Property or improvements on it to any other use than that contemplated and approved when funding was obtained from the Department without first obtaining written approval from the County. Unless the County specifies a lesser or greater time period, the Town shall give to the County 60 days advance notice in order to enable the County to comply with applicable provisions of the Act or of the County's loan agreement with the Department, prior to any proposed change in use.

(4) The Town may enact industrial park covenants which would apply to all occupants of the Industrial Park or enact changes or amendments to its present zoning code which would affect all property within the Industrial Park so long as such covenants or changes are not inconsistent with any portion of these Covenants.

(5) Upon the release of the lien held by the Department on all or any portion of the Property, this Declaration shall automatically terminate and have no further effect with respect to the released portion of the Property.

(6) Additionally, upon acquisition of title to the Property by the Department pursuant to foreclosure or conveyance by Deed in lieu of foreclosure, this Declaration shall automatically terminate and have no further effect.

IN WITNESS WHEREOF, the Town and the County have caused these to be executed by their proper officers, as of the date first



Witnessed by: Janet K. Hutson
Mayor
Walter S. Turkington
Clerk

THE COMMISSIONERS OF DENTON

By Janet K. Hutson (SEAL)
Janet K. Hutson, Mayor



COUNTY COMMISSIONERS OF CAROLINE COUNTY

By Earl R. Bell (SEAL)
Earl R. Bell, President

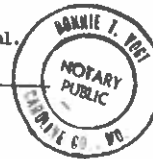
STATE OF NORTH CAROLINA, COUNTY OF CAROLINE, to wit:

I HEREBY CERTIFY that on this 19th day of September, 1984, before the subscriber, a Notary Public in the State and County aforesaid, personally appeared Janet K. Hutson, Mayor of the Town of Denton, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:
July 1, 1986

Bonnie T. Vogt
Bonnie T. Vogt
Notary Public



MODIFICATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF THE DANTON INDUSTRIAL PARK

THIS MODIFICATION OF PROTECTIVE COVENANTS AND RESTRICTIONS, by the undersigned owners of property located in the Danton Industrial Park (hereinafter referred to as the Park), made this 14th day of August, 1990.

WHEREAS, the undersigned are current holders of title to property located within the Park;

WHEREAS, Section IV, Paragraph 1 of the Protective Covenants and Restrictions, as recorded in the Land Records of Caroline County at Liber 221, folio 725, prohibits any property within the Park to be used for non-approved industrial, distribution or commercial purposes;

WHEREAS, Dallas Grove Enterprises, a Maryland General Partnership, desires to obtain a right-of-way over Lot 1 in said Park, currently owned by the Board of Commissioners of the Town of Danton (hereinafter referred to as the Town);

WHEREAS, on September 25, 1989 and in accordance with paragraph 3 of the Protective Covenants and Restrictions, 92.38% of the owners of the realty in the Park approved the conveyance by the Town of an easement to Dallas Grove Enterprises, said easement as shown in the plat attached hereto as Exhibit A.

NOW THEREFORE, in consideration of the above recitals, and in accordance with the terms of the Protective Restrictions and Covenants, Section IV, Paragraph 1 is hereby changed and modified so that the Town may convey to Dallas Grove Enterprises an easement over and through Lot 1 as depicted in the plat attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned owners are parties to this Modification of Protective Covenants and Restrictions.

ATTEST:

Mary L. Embury

BOARD OF COMMISSIONERS OF DANTON

BY: *James R. Coursey*
JAMES R. COURSEY, MAYOR

KELLEY CO., INC.

BY: *Joseph Kellogg*

DELSEY LUGGAGE, INC.

BY: *Fred A. Dumas*

STATE OF MARYLAND
CAROLINE COUNTY

FILED FOR RECORD

At 2:50'clock A

On 9-11 19 90

DULY RECORDED IN LIBER FDM

NO 243 FOLIO 114

IN THE

LAND RECORDS OF THE COUNTY OF CAROLINE

of the State of Maryland

14.00 RF

.50 post

14.50 pd.

MISC	00
REC FEES	14.00
POSTAGE	.50
SUBTOTAL	14.50
CHECK/NO	14.50
4445190 C001 R00 T10:26	
09/11/90	

CAROLINE COUNTY CIRCUIT COURT (Land Records) FDM 243 p.0114 MSA CE 45-24 Date available 3/19/2004 PM 6:50 3/15/2026

FURUNO USA INC.
BY: _____

COMMONWEALTH LIMITED PARTNERSHIP
BY: _____

SR 243 1113

**MODIFICATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS OF THE DANTON INDUSTRIAL PARK**

THIS MODIFICATION OF PROTECTIVE COVENANTS AND RESTRICTIONS, by the undersigned owners of property located in the Danton Industrial Park (hereinafter referred to as the Park), made this 14th day of August, 1990.

WHEREAS, the undersigned are current holders of title to property located within the Park;

WHEREAS, Section IV, Paragraph 1 of the Protective Covenants and Restrictions, as recorded in the Land Records of Caroline County at Liber 221, folio 725, prohibits any property within the Park to be used for non-approved industrial, distribution or commercial purposes;

WHEREAS, Dallas Grove Enterprises, a Maryland General Partnership, desires to obtain a right-of-way over Lot 1 in said Park, currently owned by the Board of Commissioners of the Town of Danton (hereinafter referred to as the Town);

WHEREAS, on September 25, 1989 and in accordance with paragraph 3 of the Protective Covenants and Restrictions, 92.38% of the owners of the realty in the Park approved the conveyance by the Town of an easement to Dallas Grove Enterprises, said easement as shown in the plat attached hereto as Exhibit A.

NOW THEREFORE, in consideration of the above recitals, and in accordance with the terms of the Protective Restrictions and Covenants, Section IV, Paragraph 1 is hereby changed and modified so that the Town may convey to Dallas Grove Enterprises an easement over and through Lot 1 as depicted in the plat attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned owners are parties to this Modification of Protective Covenants and Restrictions.

ATTEST:

Mary H. Lushington

BOARD OF COMMISSION OF DANTON

BY: James R. Coursey
JAMES R. COURSEY, MAYOR

KELLEY CO., INC.

BY: _____

DELSEY LUGGAGE, INC.

BY: _____

FURUNO U.S.A., INC.

BY: [Signature] 4/24/90

1

CAROLINE COUNTY CLERK'S OFFICE (LAND RECORDS) 201 N. 2ND ST. P.O. BOX 10000, ROCKY MOUNT, NC 27868

FIRST AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS

Denton Industrial Park

THIS FIRST AMENDMENT made this 4th day of May, 2023 by and among not less than 85% of the owners of lots within the Denton Industrial Park,

WITNESSES:

WHEREAS, the Denton Industrial Park contains 90.17 acres of land within the municipal boundaries of the Town of Denton, Maryland and is more particularly described in a Deed dated December 30, 1983 recorded among the Land Records of Caroline County at Liber 219, folio 475, and

WHEREAS, following conveyance of the land to the Town of Denton, the Town subdivided the land into a number of lots which it then offered for sale for commercial and industrial development, and

WHEREAS, the Denton Industrial Park now consists of 27 lots, and

WHEREAS, on June 7, 1984, the Town of Denton caused Protective Covenants And Restrictions to be recorded among the Land Records of Caroline County at Liber 221, folio 725, and

WHEREAS, the Protective Covenants And Restrictions were amended on or about September 25, 1997 which amendment is recorded among the Land Records of Caroline County at Liber 323, folio 660, and

WHEREAS, the Protective Covenants And Restrictions have been automatically renewed from time to time so that they remain effective through December 31, 2029, and

WHEREAS, the Protective Covenants And Restrictions may be modified upon the execution by 85% of the owners of lots within the Denton Industrial Park of an instrument to be recorded in the Land Records of Caroline County, and

WHEREAS, in many respects, the Protective Covenants And Restrictions no longer advance the objectives of the Denton Industrial Park or inhibit appropriate development and redevelopment of the Park, and

WHEREAS, this First Amendment has been signed by more than 85% of the owners of lots within the Denton Industrial Park,

NOW WHEREFORE, in consideration of the premises, which are not merely prefatory, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned agree and covenant to amend the Protective Covenants And Restrictions as follows:

1. Section 1, Paragraph 2 – Industrial Park Management Association is deleted in its entirety.

FIRST AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS

Denton Industrial Park

THIS FIRST AMENDMENT made this 4th day of May, 2023 by and among not less than 85% of the owners of lots within the Denton Industrial Park,

WITNESSES:

WHEREAS, the Denton Industrial Park contains 90.17 acres of land within the municipal boundaries of the Town of Denton, Maryland and is more particularly described in a Deed dated December 30, 1983 recorded among the Land Records of Caroline County at Liber 219, folio 475, and

WHEREAS, following conveyance of the land to the Town of Denton, the Town subdivided the land into a number of lots which it then offered for sale for commercial and industrial development, and

WHEREAS, the Denton Industrial Park now consists of 27 lots, and

WHEREAS, on June 7, 1984, the Town of Denton caused Protective Covenants And Restrictions to be recorded among the Land Records of Caroline County at Liber 221, folio 725, and

WHEREAS, the Protective Covenants And Restrictions were amended on or about September 25, 1997 which amendment is recorded among the Land Records of Caroline County at Liber 323, folio 660, and

WHEREAS, the Protective Covenants And Restrictions have been automatically renewed from time to time so that they remain effective through December 31, 2029, and

WHEREAS, the Protective Covenants And Restrictions may be modified upon the execution by 85% of the owners of lots within the Denton Industrial Park of an instrument to be recorded in the Land Records of Caroline County, and

WHEREAS, in many respects, the Protective Covenants And Restrictions no longer advance the objectives of the Denton Industrial Park or inhibit appropriate development and redevelopment of the Park, and

WHEREAS, this First Amendment has been signed by more than 85% of the owners of lots within the Denton Industrial Park,

NOW WHEREFORE, in consideration of the premises, which are not merely prefatory, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned agree and covenant to amend the Protective Covenants And Restrictions as follows:

1. Section I, Paragraph 2 – Industrial Park Management Association is deleted in its entirety.

2. Section IV, Paragraph 1 is amended to delete the first two (2) sentences thereof for which the following shall be inserted in their place and stead: "No part of said real estate or any building, structure, or improvement thereon shall be used other than as may be permitted by the Chapter 128 of the Town Of Denton Code."
3. Section IV, Paragraph 3 is deleted in its entirety.
4. Section IV, Paragraph 6 is deleted in its entirety and f the following is inserted in its place and stead: "Landscaping as required by Chapter 128 of the Denton County Code shall be shown on any site plan or building permit application submitted for new development, expansions of existing development, or redevelopment activities and shall be approved by the Denton Planning Commission or Department of Planning & Codes. Required landscaping shall be planted within one (1) year of completion of the new development, expansion, or redevelopment and shall be maintained at a 100% survival rate for not less than two (2) years following initial planting."
5. Section IV, Paragraph 7 is amended to delate the reference to "the Association."
6. Section IV, Paragraph 9(a) is deleted in its entirety.
7. Section IV, Paragraph 11 is deleted in its entirety and the following is inserted in its place and stead: "Outdoors storage of materials, inventory, good-in-process, semi-manufactured items, finished products, plant equipment, parts, vehicles, and other personal property shall be allowed as may be permitted by Chapter 128 of the Town of Denton Code. Outdoor
8. Section IV, Paragraph 13 is deleted in its entirety.
9. Section IV, Paragraph 15 is amended to deleted references to "the Association" and to replace references to "Individual member of the Association" with "individual lot owner."
10. Except as provided herein, the Protective Covenants And Restrictions and the amendment recorded at Liber 323, folio 660 shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

LR - Amendment
Recording Fee 75.00
Name: Denton
Industrial Park/Town
of Denton
Ref:
LR - Amendment
Surcharge 40.00
SubTotal: 115.00
Total: 115.00
05/22/2023 11:44
CC05-TIH
#17265708 CC0201 -
Caroline
County/CC02-01-01 -
Register 01

[SIGNATURE PAGES FOLLOW]

WITNESS:

Donna R. Todd

TOWN OF DENTON, MARYLAND

Abigail McNinch (SEAL)

By: Abigail McNinch, Mayor
Lots 1, 9A, 9B2A, 9B2B, 9B3, 10A2, 10B,
16, 1, 2, 3, and 4

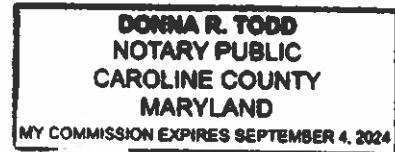
STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY that on the 4th day of May, 2023, before me, a Notary Public for the State and County aforesaid, personally appeared Abigail McNinch, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who further acknowledged that she has authority to execute the instrument and executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year last written above.

Donna R. Todd
NOTARY PUBLIC

My Commission expires: 9-4-2024



This instrument was prepared by an attorney licensed to practice law in the State of Maryland.

Christopher F. Drummond
Christopher F. Drummond

WITNESS:

Crystal Cole White

Devrecb, LLC

[Signature]

(SEAL)

By: Richard J. Gilkerson, MG, MBE.
Lot 14

STATE OF MARYLAND, Wicomico COUNTY, to wit:

I HEREBY CERTIFY that on the 8th day of March, 2023, before me, a Notary Public for the State and County aforesaid, personally appeared Richard J. Gilkerson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who further acknowledged that he/she has authority to execute the instrument and executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year last written above.

Kathy L. Hackley-Shubert
NOTARY PUBLIC

My Commission expires: December 06, 2023

KATHY L. HACKLEY-SHUBERT
Notary Public-Maryland
Wicomico County
My Commission Expires
December 06, 2023

WITNESS:

[Signature]

Furuno USA, Inc.

[Signature] (SEAL)
Timothy Moore, General Manager
Lot 7

STATE OF Maryland, Caroline COUNTY, to wit:

I HEREBY CERTIFY that on the 6th day of March, 2023, before me, a Notary Public for the State and County aforesaid, personally appeared, **Timothy Moore**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who further acknowledged that he has authority to execute the instrument and executed the within instrument for the purposes therein contained.


IN WITNESS WHEREOF, I have set my hand and official seal the day and year last written above.

[Signature]
NOTARY PUBLIC

My Commission expires: 9/9/26

WITNESS:


Hersey's Creamery Company

 (SEAL)
By: Joseph Gostomski, _____
Lot 10A-1

STATE OF Maryland, Caroline COUNTY, to wit:

I HEREBY CERTIFY that on the 9 day of March, 2023, before me, a Notary Public for the State and County aforesaid, personally appeared **Joseph Gostomski**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who further acknowledged that he has authority to execute the instrument and executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year last written above.


NOTARY PUBLIC

My Commission expires: 9/25/2026

Commonwealth of Pennsylvania - Notary Seal
Robert J. Campbell, Notary Public
Dauphin County
My commission expires September 25, 2026
Commission number 1022522
Member, Pennsylvania Association of Notaries

WITNESS:

Donna R. Todd

Mill Creek Properties, LLC

Chris O. Breeding (SEAL)

By: Chris Breeding, Managing Member
Lot 12

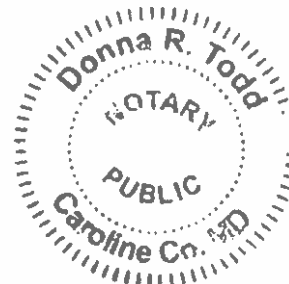
STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY that on the 28th day of March, 2023, before me, a Notary Public for the State and County aforesaid, personally appeared **Chris Breeding**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who further acknowledged that he has authority to execute the instrument and executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year last written above.

Donna R. Todd
NOTARY PUBLIC

My Commission expires: 9-4-2024



WITNESS:

Katy M. Porras

Miracle Of Concrete, LLC

Andrew Bartley (SEAL)
By: Andrew Bartley, Managing Member
Lot 11

STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY that on the 13 day of March, 2023, before me, a Notary Public for the State and County aforesaid, personally appeared **Andrew Bartley**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who further acknowledged that he has authority to execute the instrument and executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year last written above.

Katy M. Porras
NOTARY PUBLIC

My Commission expires: 12/14/2024

KATY M. PORRAS
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
My Commission Expires 12-14-2024

WITNESS:

[Signature]

Palmetto, LLC

[Signature] (SEAL)

By: B. J. Corbin, Managing Member
Lot 15B

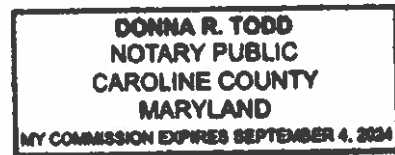
STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY that on the 5th day of April, 2023, before me, a Notary Public for the State and County aforesaid, personally appeared **B. J. Corbin**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who further acknowledged that he has authority to execute the instrument and executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year last written above.

[Signature]
NOTARY PUBLIC

My Commission expires: 9-4-2024



WITNESS:

[Signature]

UD Realty, LLC

[Signature] (SEAL)

By: Bryan Slaughenhaupt
Managing Member
Lots 4, 5, and 6

STATE OF MARYLAND, Calvert COUNTY, to wit:

I HEREBY CERTIFY that on the 13 day of March, 2023, before me, a Notary Public for the State and County aforesaid, personally appeared **Bryan Slaughenhaupt**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who further acknowledged that he has authority to execute the instrument and executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year last written above.

[Signature]
NOTARY PUBLIC

My Commission expires: 8/16/26

TONI LYNCH
NOTARY PUBLIC
CALVERT COUNTY
MARYLAND
MY COMMISSION EXPIRES AUGUST 16, 2026

WITNESS:

Donna R. Todd

Watts Landing Properties II, LLC

(SEAL)
By: Jeff McGuiness, Managing Member
Lots 9B1

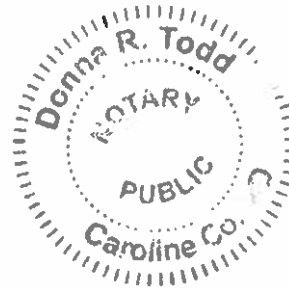
STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY that on the 24th day of March, 2023, before me, a Notary Public for the State and County aforesaid, personally appeared Jeff McGuiness, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who further acknowledged that she has authority to execute the instrument and executed the within instrument for the purposes therein contained.

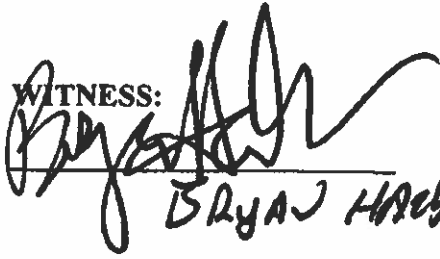
IN WITNESS WHEREOF, I have set my hand and official seal the day and year last written above.

Donna R. Todd
NOTARY PUBLIC

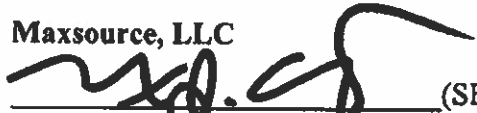
My Commission expires: 9-4-2024



WITNESS:


BRYAN HARKIN

Maxsource, LLC


(SEAL)
By: Max Sentner, Managing Member
Lot 9B

STATE OF MARYLAND, Montgomery COUNTY, to wit:

I HEREBY CERTIFY that on the 8th day of March, 2023, before me, a Notary Public for the State and County aforesaid, personally appeared **Max Sentner**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who further acknowledged that he has authority to execute the instrument and executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year last written above.


NOTARY PUBLIC

My Commission expires: 8-18-2025

TINEKA A PALMER
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
My Commission Expires August 18, 2025

MAKE CHECK PAYABLE TO
Vault Storage - Chestertown
848 High Street
Chestertown, MD 21620

INVOICE

Unit E018
Tenant 966262
Invoice 25129
Invoice Date April 16, 2026
Due Date May 1, 2026
Amount Due 314.00

PRISM, Inc.
c/o: Steve Meehan
208 High Street Suite 200
Chestertown MD 21620

Please check box if address is incorrect
and indicate change. Signature is required
to authorize address changes.

Signature _____
AMOUNT ENCLOSED _____

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

<u>UNIT</u>	<u>DATE</u>	<u>ITEM/SERVICE</u>	<u>AMOUNT</u>	<u>TAX</u>	<u>DUE</u>
E018	5/1/2026	Rent 5/1-5/31	299.00	0.00	299.00
E018	5/1/2026	Choice Protection 5/1-5/31	15.00	0.00	15.00
			Subtotal		314.00
			Taxes		0.00
			Balance Due		314.00

Please remit the total due amount of 314.00 to the above address.

REFERRALS PAY OFF!!!! Send your friends and collect your bonus.

How did we do? Let us know by leaving a review on Google or Facebook!



TAX PARCEL 2359, LOT 16
N/F LANDS OF
COMMISSIONERS
OF DENTON
F.D.M. 219/475
ZONING: I

TAX PARCEL 2367
N/F LANDS OF
COMMISSIONERS
OF DENTON
D.R.H. 149/520
ZONING: I

TAX PARCEL 2359, LOT 14A
N/F LANDS OF
DEVRECO, LLC
T.B.L. 1483/438
ZONING: I

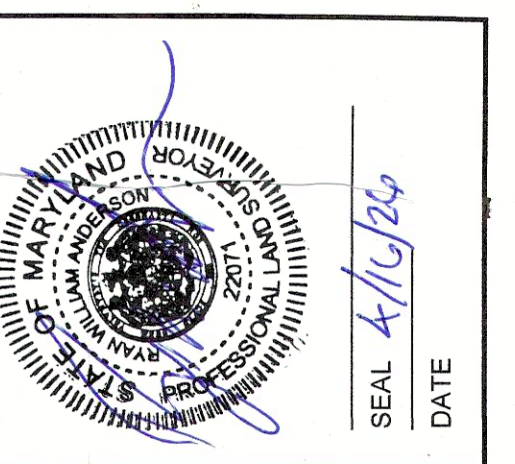
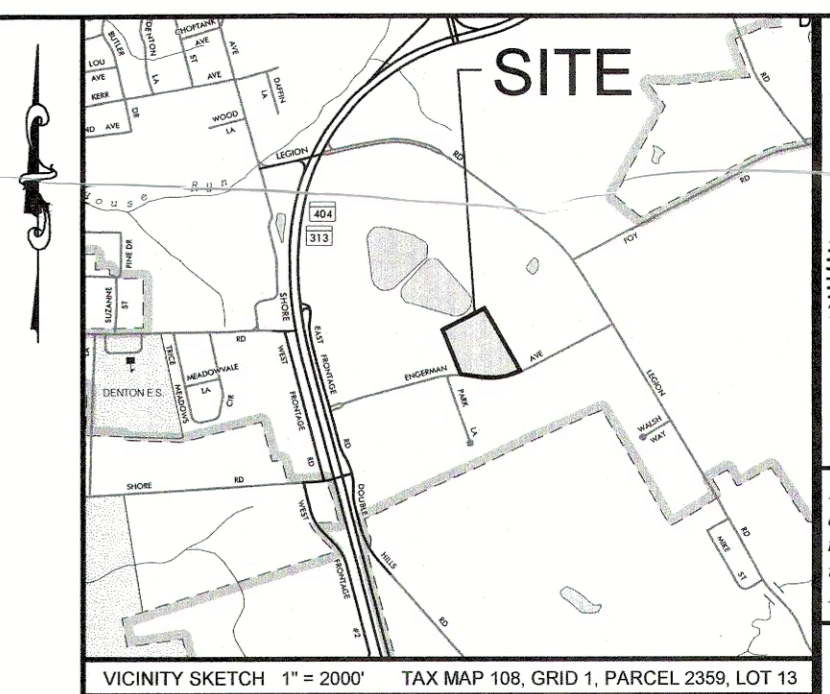
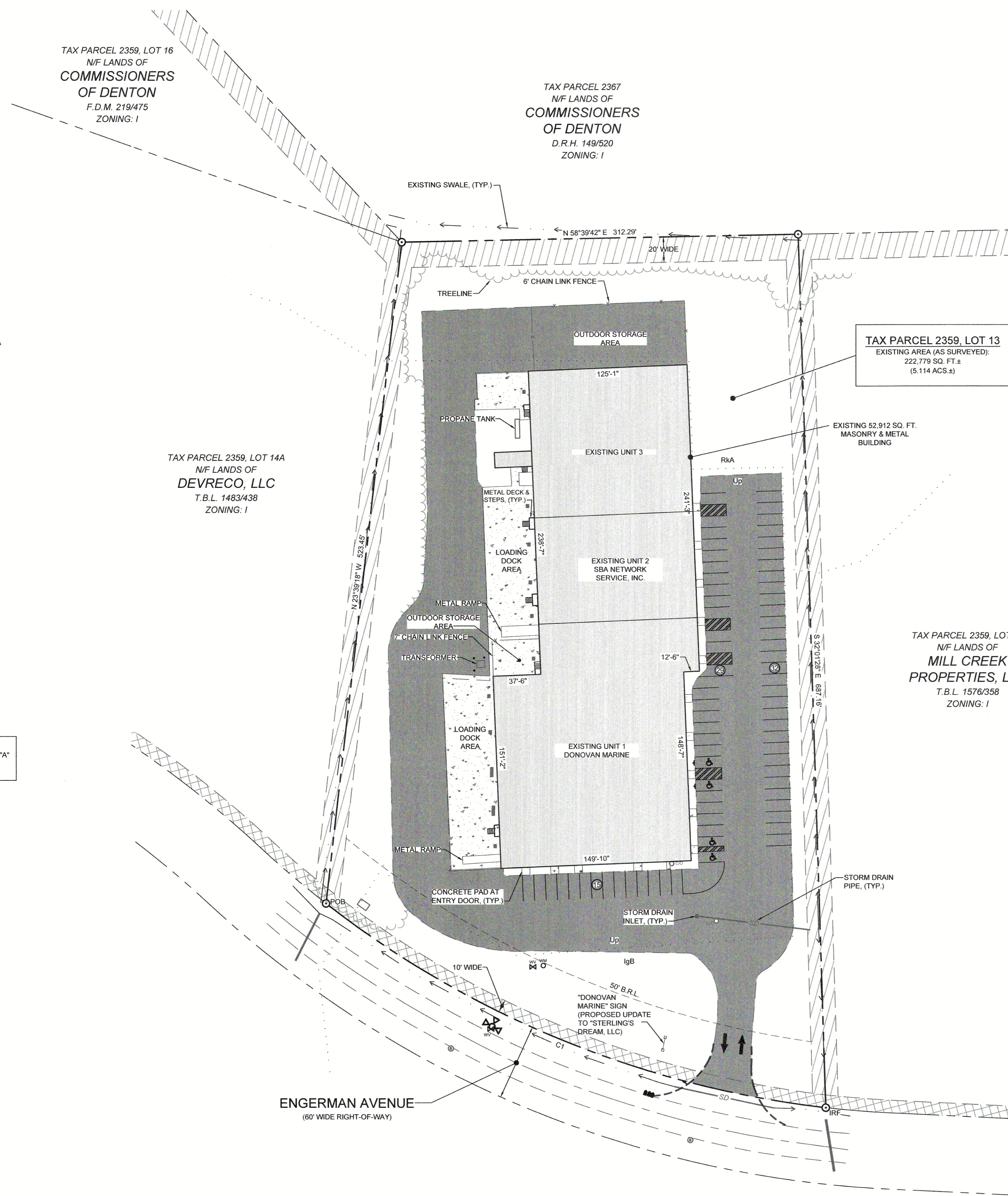
TAX PARCEL 2359, LOT 13
EXISTING AREA (AS SURVEYED):
222,779 SQ. FT. ±
(5,114 ACS. ±)

TAX PARCEL 2359, LOT 12
N/F LANDS OF
MILL CREEK
PROPERTIES, LLC
T.B.L. 1576/358
ZONING: I

- EXISTING 10' WIDE DRAINAGE & UTILITY EASEMENT PER PLAT F.D.M. 2/32
- EXISTING 20' WIDE DRAINAGE EASEMENT PER PLAT F.D.M. 2/32
- EXISTING BUILDING
- EXISTING PAVED DRIVE
- EXISTING CONCRETE

- LEGEND**
- N/F - DENOTES NOW OR FORMERLY
 - POB - DENOTES POINT OF BEGINNING
 - BRL - DENOTES BUILDING RESTRICTION LINE
 - IRF - DENOTES IRON ROD FOUND
 - TYP. - DENOTES TYPICAL

SOIL TYPES ON LOT:
RKA - ROCKAWALKIN LOAMY SAND, 0 TO 2 PERCENT SLOPES, HSG "A"
Igb - INGLESIDE SANDY LOAM, 2 TO 5 PERCENT SLOPES, HSG "A"
Up - URBAN LAND



Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Land Surveyor under the laws of the State of Maryland, License No. 22071, Expiration Date: 3-27-2027

REV. #	DATE	DESCRIPTION

McCRONE ENGINEERS & SURVEYORS ■ PLANNERS
ANNAPOLIS ■ CENTREVILLE ■ ELKTON ■ SALISBURY ■ DELAWARE

330 PENNSYLVANIA AVENUE
CENTREVILLE, MARYLAND 21617
410.758.2237

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www.mccrone-engineering.com

APPLICANT

STERLING'S DREAM, LLC
c/o ASHLEY COLEN, AGENT
100 MEMORIAL PLAZA
CHESTERTOWN, MD, 21620
PHONE: 610-329-6271

ENGINEER/SURVEYOR

McCRONE ENGINEERING
c/o RYAN ANDERSON
320 PENNSYLVANIA AVENUE
CENTREVILLE, MARYLAND 21617
PHONE: 410-758-2237

DATE:	APRIL 2026
JOB NUMBER:	D126030D
SCALE:	1" = 50'
DRAWN BY:	JAMA
DESIGNED BY:	JAMA
APPROVED BY:	RIVA
FOLDER REFERENCE:	1785

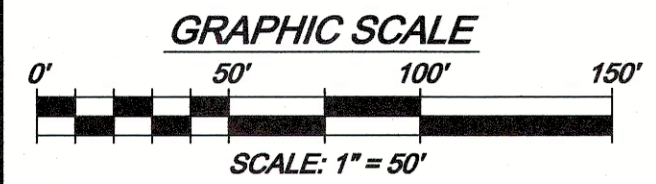
- NOTES:**
- PROPERTY SHOWN HEREON IS DESIGNATED CURRENTLY AS TAX MAP 108, GRID 1, PARCEL 2359, LOT 13.
 - PROPERTY OWNER: DONOVAN MARINE, INC. 6316 HUMPHREY'S STREET HARAHAN, LA 70123
 - PROPERTY ADDRESS: 65 ENGERMAN AVENUE DENTON, MD 21629
 - FOR DEED REFERENCE, SEE: F.D.M. 1322/99
 - FOR PLAT REFERENCE, SEE: F.D.M. 2/32, DATED MAY 1984.
 - EXISTING ZONING: I - INDUSTRIAL
 - PROPOSED ZONING: I - INDUSTRIAL
 - EXISTING USE: MARINE SUPPLY WHOLESALE CENTER
 - PROPOSED USE: CANNABIS ENTERPRISES, GROWING, PROCESSING, TRANSPORT, PACKAGING, AND WAREHOUSING.
 - PARKING SPACES: STANDARD: 72 SPACES
HANDICAP: 4 SPACES
TOTAL: 76 SPACES
 - THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.
 - THIS SITE IS NOT LOCATED WITHIN THE CHESAPEAKE BAY CRITICAL AREA.
 - THE SITE IS NOT LOCATED WITHIN THE FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S F.I.R.M. MAP FOR CAROLINE COUNTY, PANEL NO. 24011C0227D DATED JANUARY 16, 2015.
 - THE PROPERTY IS SERVED BY PUBLIC WATER AND SEWER.
 - NO TIDAL OR NON-TIDAL WETLANDS OCCUR ON THE LOT.
 - NO ENVIRONMENTALLY SENSITIVE AREAS OCCUR ON THE LOT.
 - NO STEEP SLOPE AREAS OCCUR ON THE LOT.
 - SOIL LINES SHOWN WERE TAKEN FROM THE USDA WEB SOIL SURVEY WEBSITE ON 3/26/26.
 - NO CONSTRUCTION OF ANY TYPE IS PROPOSED ON THE LOT.
 - DATE OF LATEST FIELD LOCATION: 3/19/2026.

APPROVED: _____ DATE: _____
TOWN OF DENTON, PLANNING COMMISSION CHAIRMAN

APPROVED: _____ DATE: _____
TOWN OF DENTON, DIRECTOR OF PLANNING AND CODES

APPROVED: _____ DATE: _____
TOWN OF DENTON, TOWN ADMINISTRATOR

CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS
C1	S81°59'04"W	425.25'	430.58'	788.51'



April 16, 2026 - 3:07pm User: randerston C:\2026\02\26030D_05 Engerman Ave_Hippocratic Growth\Survey\DWG\26030D_Site_C1.dwg This Simplified

SIMPLIFIED SITE PLAN

TAX MAP 108, GRID 1, PARCEL 2359, LOT 13
65 ENGERMAN AVENUE, DENTON, MD 21629

DONOVAN MARINE, INC.

THIRD ELECTION DISTRICT, CAROLINE COUNTY, MARYLAND
PREPARED FOR: HIPPOCRATIC GROWTH, LLC

SHEET NO.: 1 OF 1