

AGREEMENT AMENDMENT #1

This Amendment #1 to the original Agreement for the property located at 308-318 Wyndhurst Avenue and 5000-5004 Lawndale in Baltimore, Maryland, known as Wyndhurst Village/Wyndhurst Station (the "Premises"), originally dated September 7, 1976, by and between Roland Park Civic League, Wyndhurst Improvement Association and Blythewood Association, as parties of the first part, and Harrison M. Robertson, Jr., as Trustee, doing business under the firm name The Hercules Investment Company, as party of the second part, shall serve to acknowledge the following agreed upon changes to the aforementioned original Agreement (the "Agreement"):

1. Section 6. of the Agreement states, "The Trustee shall not lease any space for retail use or non-retail use which when considered in isolation or combination with other existing or planned uses at the site, will increase to an unreasonable degree: noises, odors, traffic congestion, litter, and other offensive or noxious conditions which will in any way detrimentally affect the quality of life in the surrounding residentially-zoned neighborhoods. The Trustee further agrees that the 'subject premises' will not be used or leased for occupancy by a food store, restaurant, delicatessen or similar use."
2. Hereinafter, Section 6. of the Agreement shall be amended and shall state, "The Trustee and/or the Trustee's successors shall not lease any space for retail use or non-retail use which when considered in isolation or combination with other existing or planned uses at the site, will increase to an unreasonable degree: noises, odors, traffic congestion, litter, and other offensive or noxious conditions which will in any way detrimentally affect the quality of life in the surrounding residentially-zoned neighborhoods. The Trustee and/or the Trustee's successors further agree that the subject Premises will not be used or leased for occupancy by a food store, restaurant, delicatessen or similar use, other than the gourmet coffee shop and café to be located at 5002 D-E Lawndale Avenue and to be owned and operated by _____, so long said gourmet coffee shop and café meets the following conditions:
 - (a) Its hours of operation shall be limited to 7:30am through 8:00pm on Mondays through Saturdays and 9:00am through 4:00pm on Sundays. Product deliveries shall not be allowed to occur more that thirty minutes prior to the time of opening and shall at no time be allowed to disturb the surrounding neighbors.
 - (b) It shall be required to maintain, at all times, a pest control contract with a licensed provider, in accordance with the parameters set by the applicable food service related regulatory agencies. Further, the Trustee and/or the Trustee's successors shall provide increased pest control services within the common areas of the entire subject Premises.
 - (c) It shall be required to actively and regularly collect any trash from its operations which may litter the subject Premises or the surrounding neighborhood. Additionally, it shall ensure that its food waste be properly disposed of at time intervals and in a fashion that will not materially increase the pest population or cause offensive odors within the subject Premises or the surrounding neighborhood.
 - (d) It shall not be allowed to play music at a volume level or of a style and type that would be disturbing to other tenants of the subject Premises and/or surrounding neighbors.
 - (e) It shall not be permitted to materially change its use and/or ownership, without the prior written consent of Roland Park Civic League, Wyndhurst Improvement Association and Blythewood Association, which consent shall not be unreasonably withheld or delayed.

Non-compliance with any of the above-noted conditions by the owner and operator of the gourmet coffee shop and café shall constitute an **Event of Default** in accordance with its Lease Agreement

and shall make it subject to the associated rights and remedies provided in its Lease Agreement and by law.

All other terms and conditions contained in the original Agreement shall remain in full force and effect

AGREED TO AND ACCEPTED BY:

308 WYNDHURST AVENUE, LLC ("SUCCESSOR TO TRUSTEE/OWNER")

By: _____
Name: Michael Weinfeld Date
Title: Managing Member

ROLAND PARK CIVIC LEAGUE

Name: Philip Spevak Date
Title: President

WYNDHURST IMPROVEMENT ASSOCIATION

Name: Nick Fessenden Date
Title: President

BLYTHEWOOD ASSOCIATION

Name: Thomas Frazier Date
Title: President