EIGHTH ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT

This EIGHTH ADDENDUM is meant to modify the RESTRICTIVE COVENANT AGREEMENT, dated October 13, 1988, between the parties or their predecessors and recorded among the Land Records of Baltimore County in Liber 9109, folio 77, as modified and clarified by multiple addenda with the most recent being the SEVENTH ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT, dated November 28, 2011, recorded among the Land Records of Baltimore County in Liber 31447, folio 159 (collectively, the "Agreement"); and, for that purpose, THE CHESTNUT REAL ESTATE PARTNERSHIP ("Chestnut"), party of the First Part, and the RUXTON-RIDERWOOD-LAKE ROLAND AREA IMPROVEMENT ASSOCIATION, INC. (the "Association"); the ADVISORY BOARD established in accordance with former Section 432.3.F of the Baltimore County Zoning Regulations (the "Advisory Board"); and the members of the Advisory Board whose names are subscribed hereto as individual property owners (the "Neighbors") and who constitute at least ¾ of the Advisory Board, parties of the Second Part, enter into these presents as of this _____ day of _____, 2014.

Recitals

For over twenty years, Blakehurst Senior Living Community (the "Community") has provided first-rate care and accommodations to its residents. In order to continue providing the highest level of care, the facility must be adapted to meet the changing needs and expectations in the industry. In the foreseeable future, Chestnut intends to focus resources in certain areas of the facility to improve resident care, including: (1) expanding the health care center to create a specialized memory care nursing unit with rooms for fifteen (15) memory care nursing beds, separate living and dining areas, and a memory care garden; (2) upgrading the remaining forty-four

(44) nursing beds from double-occupancy rooms to single-occupancy rooms; (3) constructing a new assisted living wing to create new rooms for twenty (20) assisted living beds; and (4) creating a state-of-the-art resident healthy living addition. With this addition, Chestnut would expand the footprint of the existing Community, increase the total number of beds in the health care center, and increase the total number of residents permitted in the Community.

After consultation and consideration, the Advisory Board approves of these changes and additions to the Blakehurst facility. The parties have agreed to enter into this EIGHTH ADDENDUM for the purpose of amending the Amendment to allow for the proposed improvements.

Terms

1. The Agreement, as heretofore amended, is further amended as follows:

New Paragraph 1.p is added to the Agreement, as follows:

p. 1. Notwithstanding any provision in this Agreement to the contrary, Chestnut is permitted to construct a two-story addition to the facility in the approximate location and configuration shown on attached Exhibits L and M. This addition will result in an increase in total building square footage of 42,500± square feet with a building footprint increase of 27,000± square feet. The appearance of the addition will be substantially similar to that shown in Exhibits N and O. Once this addition is constructed, Chestnut is permitted to increase the total number of health care center beds permitted from 71 beds to 79 beds regardless of whether or not it has acquired Parcel A (Mission Helpers property). The maximum number of residents permitted in the Community on Parcel B (Blakehurst property) would also be increased by 8 residents to a total of 457 residents.

2. Chestnut retains the right to add Parcel A (Mission Helpers property) to the Community at some future date, as outlined in the Restrictive Covenant Agreement, and to convert Parcel A to an additional forty (40) residential living units with a maximum number of residents of fifty-four (54).

3. Chestnut wishes to minimize the impact of the construction activities on the Community and, for this purpose, agrees to the following measures and limitations:

a. Chestnut and a project manager shall meet with the Community on a quarterly basis (or more frequently if reasonably requested by the Community) to provide updated construction schedules and progress reports.

b. Construction deliveries to the property shall commence no earlier than 8:00 am and end no later than 5:30 pm. In addition, no earth moving work, concrete hauling, or demolition shall occur at any time on Saturday or Sunday. Other construction activities shall commence no earlier than 7:00 am and end no later than 5:30 pm Monday to Saturday. Interior finish work may take place outside of these hours. Chestnut shall take measures to prevent subcontractors from arriving on the worksite more than 15 minutes prior to the start time for work each day.

c. Chestnut agrees that construction staging activities and construction-related parking shall be located only in the area shown on the attached Exhibit P. As indicated, access for construction vehicles shall be by way of either Chestnut Avenue or Greenwood Road.

2. The terms and conditions of this EIGHTH ADDENDUM to Restrictive Covenant Agreement shall become effective and binding upon the parties on the date and at the time of the execution of this EIGHTH ADDENDUM. Except as heretofore amended and as amended herein, the Agreement shall remain in full force and effect. The prior exhibits to the Restrictive Covenant Agreement or its addenda will not be changed to reflect this new construction, and, in the event of any conflict between the terms and provision of the Agreement, its addenda, or the prior exhibits, this EIGHTH ADDENDUM and Exhibits L, M, N, O, and P shall control.

3. This EIGHTH ADDENDUM shall be recorded among the Land Records of Baltimore County, Maryland, and the same shall run with and be binding upon the Land, and upon all present and future owners thereof, and shall inure to the benefit of each of the parties respectively, their successors and assigns. The cost of recording this EIGHTH ADDENDUM shall be borne by the Chestnut Partnership.

IN WITNESS WHEREOF, the parties have caused this EIGHTH ADDENDUM to be executed.