

FILL AGREEMENT

This Fill Agreement made this 2 day of August, 2005, by and between **Avelon Inn Limited Partnership**, a Maryland limited partnership, who address is PO Box 144, Berlin, Maryland 21811, hereinafter referred to as "AVELON"; and **Worcester County Development Center Foundation, Inc.**, a Maryland corporation, who address is 8545 Newark Road, Newark, Maryland, 21841, hereinafter referred to as "WCDC"; WITNESSETH:

WHEREAS, AVELON has agreed to purchase certain real property in the Town of Berlin in the Third Election District of Worcester County, Maryland, identified as Lot 2A as shown on a Plat entitled "Lot 2A, Lot 2B & Outlot 'A', Revised & Reassembled Lands of Lot 2 of Germantown Development Co., LLC and Part of Lands of Edward J. Hammond, Jr., et. al., Third Tax District, Worcester County, Maryland", made by L.E. Bunting Surveys, Inc., and recorded in the Land Records of Worcester County, MD in Plat Book SVH No. 174, folio 47, hereinafter referred to as "Plat", and

WHEREAS, WCDC is the owner of Lot 2B as shown on said Plat, and desires to obtain fill for same; and

WHEREAS, AVELON will require the use of part of Lot 2B for purposes of storm water management; and may require an access easement across a portion of Lot 2B.

NOW, THEREFORE, in consideration of these premises, the parties agree as follows:

1. WCDC and AVELON hereby agree that as part of the site work required for Lot 2A, AVELON will transfer free of charge up to 5,000 cubic yards of fill from Lot 2A to Lot 2B, provided, however, that as a result of the removal of fill, the elevation of Lot 2A shall not be less than the elevation of the sidewalk along Germantown Road where it abuts Lot 2A and Lot 1A as shown on the Plat.

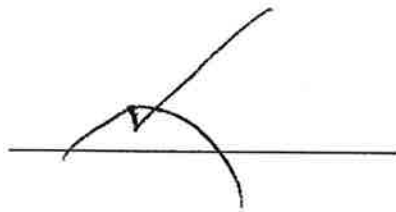
2. WCDC and AVELON shall enter into a joint storm water management agreement whereby all storm water management area need for Lot 2A shall be held in a pond located on Lot 2B. If and to the extent the storm water management requirements for Lot 2A exceeds .21 acres of land, the storm water management pond may extend into Lot 2A. Any additional cost in the construction of the storm water management attributable to the requirements of Lot 2A exceeding Ten Thousand Dollars (\$10,000.00), shall be borne by AVELON. The maintenance cost for the storm water management area shall be pro rated based on the percentage of area of each party's property.

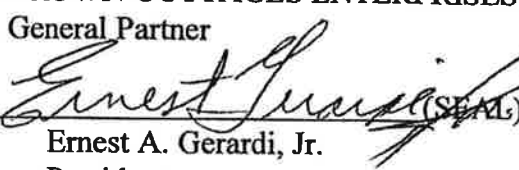
on-exclusive easement for the purpose of ingress and egress from Germantown Road, and for the placement of utilities, in the area of Lot 2B between Lots 2A and 1A as shown on the Plat. ingress and egress shall be permitted only if required by the Berlin Planning Commission and shall be limited to no more than the curb cuts specified by the Berlin Planning Commission. VELON agrees to extend the water and sewer taps serving Lot 2A to a point outside of the Lot 3 access from Germantown Road.

4. This Fill Agreement shall be binding upon the parties hereto, their successors and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

TEST:

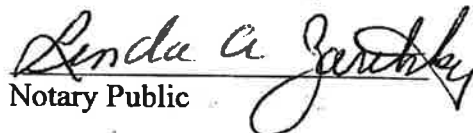


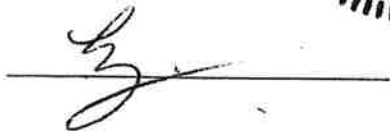
AVELON INN LIMITED PARTNERSHIP
By: BROWN COTTAGES ENTERPRISES
INC., General Partner
By:  (SEAL)
Ernest A. Gerardi, Jr.
President

STATE OF MARYLAND, COUNTY OF WORCESTER;


Subscribed and sworn to before me the undersigned Notary Public, this 2 day of August, 2005




Notary Public



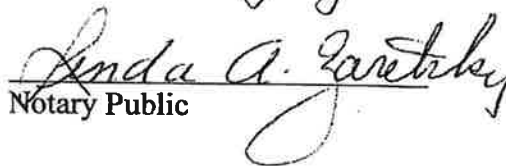
WORCESTER COUNTY DEVELOPMENT
CENTER FOUNDATION, INC.

By:  (SEAL)
Raymond D. Coates, Jr.

STATE OF MARYLAND, COUNTY OF WORCESTER;

Subscribed and sworn to before me the undersigned Notary Public, this 29th day of July, 2005




Notary Public