

RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN DEED OF TRUST DATED SEPTEMBER 1, 1971, EXECUTED BY LINGANORE CORPORATION (formerly B.D.S. HOLDING CORPORATION), A MARYLAND CORPORATION, AS TRUSTOR, IN FAVOR OF JACK R. COURSHON, AS NOMINEE OF THE TRUSTEES OF FIRST MORTGAGE INVESTORS, A MASSACHUSETTS BUSINESS TRUST, AS BENEFICIARY

Paragraph 16 of the within Deed of Trust is to read as follows:

"16. No transfer, assignment, or hypothecation of all or any part of the security for this Deed of Trust shall be made by the Trustor or a pledgor without first having obtained the prior written consent of the Beneficiary. No dissolution of a corporate borrower shall be suffered or permitted without said prior written consent having been obtained. Any transfer or transfers of the capital stock of a corporate borrower which has the effect of transferring voting control thereof from the controlling stockholders at the time this Deed of Trust is made (except a transfer by reason of the death of a stockholder) shall be deemed a prohibited transfer by the corporate borrower unless the written consent of the Beneficiary is first had and obtained. With respect to any conveyance to which the Beneficiary shall consent hereunder the transferee shall agree to assume the payment of the obligation evidenced by the aforesaid Promissory Note and contained in this Deed of Trust and the Loan Agreement in accordance with their respective terms."

44. Trustor covenants that the above described property, together with the improvements to be constructed thereon, and fixtures and personal property appurtenant thereto, shall not be further encumbered by the lien of any other Deed of Trust or other burden without the prior written consent of Beneficiary.

45. The property release provision under Paragraph 48 of that certain Deed of Trust dated January 14, 1970, recorded on January 15, 1970, in Book 818, Page 352, of the Land Records of Frederick County, State of Maryland, is hereby terminated and shall be null and void and in place and stead thereof the following property release provision shall apply to the consolidated loan as follows:

Beneficiary agrees to give partial releases to the Trustor releasing portions of the property encumbered by the within consolidated Deed of Trust, provided Trustor shall not be then in default under any of the terms and conditions of this consolidated Deed of Trust, Development and/or Construction Loan Agreement, Mortgage Note Consolidation Agreement, or Commitment dated November 5, 1969, and as amended, releasing portions of the property encumbered by the within Deed of Trust upon payment of the required release price as herein set forth.

- A. All proposed single family lots, platted and unplatted will be released for payment of the amount of \$1,500.00 per lot.
- B. All unplatted acreage for other than single family residential lots will be released for payment of the amount of \$3,000.00 per acrea.
- C. Capital improvements will be released for payment of the following amounts (at 60% of value):

Marketing Center	\$ 96,000.00
Cape Cod House	27,000.00
Visitors Lounge	3,300.00
Stables	14,400.00
Recreation Building	186,000.00
Golf Course	234,000.00

The release of any of the above capital improvements from the lien of Beneficiary's Deed of Trust is subject to Beneficiary receiving written assurance, satisfactory to Beneficiary, that the recreational facilities may be used by all lot owners and that Beneficiary can use the Marketing Center or House if that was needed for the disposition of the project.