



Mid-Atlantic
Preservation Academy

Request for Applications

2025

Request for Applications Issue Date: March 13, 2025

Submission Deadline for Application: April 14, 2025 11:59 PM

BACKGROUND

Enterprise Community Partners, Inc. (“Enterprise”) is a national nonprofit that exists to make a good home possible for the millions of people without one. We support community development organizations on the ground, aggregate and invest capital for impact, and advance housing policy at every level of government. Since 1982, we have invested \$44 billion and created 781,000 homes across all 50 states – all to make home and community places of pride, power and belonging. For more information, see enterprisecommunity.org.

More than half of rental homes for low-income households are in small and medium multifamily (SMMF) buildings nationwide. These homes are under constant threat of loss from market pressure, disinvestment, and deterioration.

Nearly all of these homes are unsubsidized (i.e., don’t receive a federal subsidy), and there are limited policy, capital, and capacity-building tools focused on keeping these homes affordable and in good repair. Without robust investment in this property type, residents are at-risk of eviction, displacement, and homelessness.

Preservation Next: A comprehensive approach

Enterprise’s Preservation Next program offers a comprehensive suite of tools for housing developers and owner-operators of small and medium multifamily properties: training and technical assistance through the Preservation Next Academy; national Preservation Toolkit; grants; and advocacy for eviction prevention and tenant stability policies.

Preservation Next seeks to create a stronger housing system where greater investment in SMMF properties preserves affordability and improves living conditions at them, enable property owners to retain and capture wealth, maintain financial solvency, and help tenants stay in their homes and communities.

The Mid-Atlantic Preservation Academy is part of the Preservation Next national program and will focus on preservation of unrestricted properties with 99 units or less and will address in more depth the unique aspects of preserving SMMF properties with 5-49 units.

MID-ATLANTIC PRESERVATION ACADEMY

The Mid-Atlantic Preservation Academy aims to support affordable housing organizations and owner-operators in preserving affordable small- and medium-multifamily housing through an engaging cohort-based training series and grant opportunity in 2025.

If selected for the Preservation Academy, every participating organization will have access to:

- Training and peer-learning sessions
- Grant funding
- Technical assistance

ELIGIBLE ORGANIZATIONS

The Mid-Atlantic Preservation Academy is open to the following types of organizations located in the District of Columbia, Maryland, or Virginia:

- 501(c)(3) nonprofit organizations who develop or manage affordable housing in communities
- For-profit housing developers and owner-operators

Interested entities who fall outside of the categories above but are involved in affordable housing development and management may contact Enterprise directly to confirm eligibility. Enterprise will select up to eight (8) organizations to participate in the Mid-Atlantic Preservation Academy. Multiple staff from organizations are encouraged to participate. Final selection seeks to have a balance of organization types and geographies represented.

All organizations are required to meet the participation requirements and program terms. See Attachment A (Participation Requirements and Program Terms) for a full description of these requirements.

MID-ATLANTIC PRESERVATION ACADEMY: TOPICS

The Mid-Atlantic Preservation Academy will consist of an in-person kickoff event for selected cohort organizations and four (4) virtual sessions. The academy will cover the following topics across the following sessions:

1. **Preservation Academy cohort kickoff:** This in-person session will highlight the critical role SMMF properties play regionally and nationally, barriers to and opportunities for SMMF preservation, and provide a framework to assess organizational capacity to successfully undertake SMMF preservation.
2. **Identifying and rehabilitating SMMF properties:** This session will provide a framework for evaluating potential SMMF preservation opportunities, including scoping rehabilitation, and an understanding of unique rehabilitation needs of SMMF properties, common pitfalls and challenges, and strategies to overcome them.
3. **Financing SMMF properties:** This session will provide an overview of local, state, and national financing resources to support SMMF projects, guide cohort members through a financial modeling exercise to evaluate a project's financial feasibility and highlight strategies to meet financing gaps and preserve affordability.
4. **Managing a SMMF property/portfolio:** This session will cover property and asset management models and best practices for SMMF properties.
5. **Sustainability of SMMF properties:** This session will conclude the Preservation Academy with topics identified by cohort members during the academy. Potential topics include eviction prevention, climate resilient housing practices, and public policies for housing preservation, among others.

MID-ATLANTIC PRESERVATION ACADEMY: TIMELINE

The Mid-Atlantic Preservation Academy will run from May to October 2025. Grant agreements will be up to 12 months, extending beyond the training series schedule. Session dates are below. Virtual sessions will be held on the fourth Tuesday of each month at 10 AM ET.

Session Dates

Session	Format	Date	Time (ET)
Preservation Academy cohort kickoff	In-person	May 20	9 AM to 3 PM
Identifying and rehabilitating SMMF properties	Virtual	June 24	10 AM – 11:30 AM
Financing SMMF properties	Virtual	July 22	10 AM – 11:30 AM
Managing a SMMF property/portfolio	Virtual	Sep 23	10 AM – 11:30 AM
Sustainability of SMMF properties	Virtual	Oct 28	10 AM – 11:30 AM

GRANTS

Organizations selected to participate in the Mid-Atlantic Preservation Academy will be eligible to receive up to **\$30,000** in grant funding to support capacity building and activities related to preserving small and medium-multifamily properties. A total of eight (8) organizations will be selected for this cohort; and those selected are automatically eligible to receive grant funding.

The exact amount of grant funding will be determined with Enterprise and finalized in a grant workplan and agreement. Funding is not guaranteed until grant agreement execution, which will occur after the academy is underway.

Grantees are required to comply with Enterprise’s Standard Terms and Conditions in Attachment B as well as any specific requirements of Enterprise’s funder(s) for the Preservation Academy (to be included in grant agreements).

Examples of grant activities include:

- Business planning for SMMF preservation
- Market and feasibility study
- Site evaluation and property identification
- Financial feasibility analysis
- Project management and development support
- Property management or asset management planning
- Organizational capacity building and training

Each organization will be required to create an action plan to guide their participation in the Preservation Academy, including priority learning areas, challenges to address, and goals for their SMMF preservation project. Action plans will also guide an organization's grant use and technical assistance.

HOW TO APPLY

Applications must be submitted electronically on SlideRoom, the application system being used for this Request for Applications using this link: <https://enterprise.slideroom.com/#/permalink/program/83409>

All applications must be submitted by **11:59 PM EST on April 14, 2025**.

Please take the following steps to complete and submit the application in SlideRoom:

- **Step 1:** Applicants must create an account in SlideRoom prior to submitting the application. Register here: <https://enterprise.slideroom.com/#/login/register>
- **Step 2:** Once registered, begin your application here: <https://enterprise.slideroom.com/#/permalink/program/83409>
- **Step 3:** Applicants must answer all questions and upload the required documents to successfully apply. Once completing your application [using the above link](#), you will be prompted to submit.

IMPORTANT: SlideRoom automatically saves Applicants' work as they go. That means the work will be saved even if an Applicant loses their internet connection or has computer problems. Applicants can log in and out as often as needed to complete their proposal. However, once an Applicant submits their bid, they cannot return to make any edits. Submissions received outside of SlideRoom or after the deadline will not be accepted.

Applicants are encouraged to read the entire Request for Applications and register for an account in SlideRoom early in the process to understand requirements and submission details. Technical problems with SlideRoom may be directed to support@slideroom.com.

APPLICATION QUESTIONS & REQUIRED DOCUMENTS

Organization/entity information

1. Organization/Entity Name
2. Primary Contact Name
3. Primary Contact Title
4. Mailing Address

5. Physical Address, if different from Mailing Address
6. County where located
7. Contact Email
8. Contact Phone
9. Organization/Type of Entity

Narrative

Please respond to these questions in SlideRoom (no more than approximately 150-300 words per question):

1. Please describe your organization's/entity's mission, length of existence, staff experience, and if applicable, characteristics of its Board of Directors.
2. Please share an overview of how your organization approaches or hopes to approach preservation. Include any experience your organization has with unsubsidized SMMF preservation (5-99 units).
3. Please identify 1-3 goals for your organization's/entity's participation in the Preservation Academy, highlighting how participation will increase your capacity to preserve SMMF affordable properties.
4. What are your organization's short-term (i.e., next 3 years) plans for pursuing SMMF acquisition? Please describe your plans, including property and unit goals, geographic priorities, and any active preservation deals. Note: Entities with existing goals for acquisition, rehab, preservation of small- and medium-rental housing stock are the best fit for the program, though partners new to the work are welcome.
5. What are the top 3 challenges your organization faces in preserving SMMF? Please select from the list below:
 - Access to capital
 - Competition for acquisition opportunities
 - Physical condition of properties
 - Occupied rehab
 - Resident relocation

- Property management
 - Asset management
 - Staffing
 - Other: please note
6. Please describe potential uses for the grant funding that organizations participating in the Preservation Academy cohort-based learning are eligible to receive.
7. If selected, are you interested in receiving technical assistance? If so, select your top 2 technical assistance needs from the list below.
- Project Identification and Feasibility Analysis. Ex: Utilizing data and tools to understand, evaluate, and identify future acquisition opportunities, including financial feasibility
 - Property Management. Ex: Developing an internal property management strategy
 - Business and Strategic Planning. Ex: Creating a long-term organizational plan to undertake SMMF preservation
 - Capital/physical needs assessment
 - Energy efficiency and/or resilience audit
 - Capacity building to directly address other organization needs, such as real estate and development expertise, which is best met by a consultant
 - Other, as defined by the applicant
8. What is one preservation-related topic you would like the Mid-Atlantic Preservation Academy training sessions to cover? Briefly tell us how this topic relates to your organization's current work.

- **Required templates and forms**

The following attachment forms must be submitted in SlideRoom as part of the proposal submission (if applicable): Current SMMF Portfolio: Applicants should upload in Excel format, using [this template](#). Please download the template and input your information. If your organization/entity does not currently own SMMF units, you do not need to upload a file. Applicants who do not currently own any units are still eligible to participate.

- A Certificate of Good Standing issued currently except if the organization is a Housing Authority or for-profit entity.

- Most Recent Audited Financials - If Audited Financials are not available, Enterprise will also accept (1) financial reviews conducted by a Certified Professional Accountant (CPA) who is independent of the applicant organization or (2) IRS 990. If none of these documents can be provided, please attach a Word document briefly explaining why.
- If relevant, a copy of IRS Letter of Determination to verify non-profit status

SELECTION CRITERIA

Applications will be evaluated using the following criteria:

- Organizational capacity to pursue preservation of unsubsidized affordable SMMF rental housing. (25 points)
- Alignment of goals for participation in the Preservation Academy with Preservation Next priorities. Preference will be given to applicants aiming to preserve unsubsidized properties with 5-99 units. (25 points)
- Organization commitment to successfully engage and complete the Mid-Atlantic Preservation Academy training and make progress toward SMMF preservation goals and grant agreement deliverables. (25 points)
- Commitment to supporting and managing quality, affordable housing in low- to moderate-income communities in the Mid-Atlantic. (25 points)

KEY DATES

- **Monday, April 14, 2025:** Application deadline
- **Wednesday, April 30, 2025:** Notification of selection for the Mid-Atlantic Preservation Academy
- **Tuesday, May 20, 2025:** Mid-Atlantic Preservation Academy: In-person full-day cohort kickoff session (Note: Applicants should hold the date pending notification of acceptance.)

APPLICATION CONTACT

Any questions on the Request for Applications process can be directed to: Shivali Gowda, Senior Program Officer: Sgowda@enterprisecommunity.org.

ATTACHMENT A:

PARTICIPATION REQUIREMENTS & PROGRAM TERMS

Participation Requirements

- Staff time dedicated from appropriate staff, which may include organization leadership, real estate development, asset management or property management staff. Multiple staff may attend.
- Participation in all cohort-required Preservation Academy training sessions beginning in May 2025. There is no limitation as to the number of people within the Cohort member organization who can participate in the Academy, but at minimum one person must participate in each cohort-required training session. Recordings may be provided if there are unavoidable conflicts.
- Participation in any in-person convenings for cohort members. Date and location are to be determined and will be coordinated with cohort members.
- Development of an Academy Action Plan in consultation with Enterprise, which will be used as the basis for a grant agreement.
- Reporting to Enterprise on the Academy Action Plan and associated grant deliverables.
- Engagement with technical assistance and professional services consultants, if requested and provided.
- Internal coordination and communication with Enterprise as needed.

Program Terms

Program Period of Performance:

- Academy Sessions will be delivered from May 2025 through October 2025.
- Grant Periods of Performance will be up to 12 months, beginning in Q3 2025.
- Cohort participants are expected to remain engaged with Enterprise for the full grant period of performance, which will include periodic grant check-ins and grant reporting.
- Work Products – Any work products (i.e., reports, RFPs, etc.) developed through the provided Technical Assistance will remain the property of the cohort participant but must be shared with Enterprise upon request.

- The grantee will be required to comply with all Enterprise grant standard terms and conditions (see Attachment B) as well as any specific requirements of Enterprise's funder(s) for the Preservation Next program.

ATTACHMENT B:

STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS FOR GRANT AGREEMENT

Purpose of Agreement

The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in the Work Plan, which activities are in furtherance of Enterprise's exempt purposes, and set forth in Exhibit A (the "Work Plan").

W-9 Form / Federal Tax Identification Number

Grantee certifies that the W-9 previously submitted to Enterprise is the current W-9 for Grantee. Payment will be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form. Grantee hereby agrees to notify Enterprise immediately upon any change of any information submitted on Grantee's W-9 Form.

Authorized Uses and Expenditures of Grant Proceeds

The Grant Proceeds are only to be used for the activities specified in the Work Plan and in accordance with the budget set forth in Exhibit B (the "Budget"). If Grantee deviates from the Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk and any costs related to such deviation are ineligible for reimbursement. Similarly, costs incurred by Grantee prior to the Effective Date are unauthorized and ineligible for reimbursement. Grantee shall not expend more than the amount allocated in the Budget without Enterprise's prior written consent. However, Grantee is permitted to make minor transfers to line items within the Budget aggregating up to and including 10% of the Grant Proceeds (the "10% Threshold") without the prior written consent of Enterprise. Notwithstanding the foregoing and for clarity, circumstances requiring prior written consent of Enterprise are further set forth in the section below entitled "Modifications and Amendments".

Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

Grantee shall not use any portion of the Grant Proceeds to carry on lobbying or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable purpose.

Confidential Information

"Confidential Information" is information which either party to this Agreement (each, a "Party"), in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or subcontractor/contractor information; fundraising materials, information regarding that Party's financial and strategic planning; Personally Identifiable Information (as defined herein); information regarding either Party's staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. The Party receiving proprietary information will be referred to as the "Receiving Party" and the Party disclosing the information will be referred to as the "Disclosing Party." Both Parties can be a "Receiving Party" or a "Disclosing Party."

Each Party hereby agrees that it shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of the Disclosing Party. Upon the request of the Disclosing Party, Receiving Party shall promptly deliver to Disclosing Party all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information.

For purposes of this Agreement, “Confidential Information” shall not include the following: (1) information which is or becomes publicly available without fault on the part of a Party; (2) information which is already in the Receiving Party’s possession prior to the effective date of the Agreement and is not otherwise Confidential Information; (3) is independently developed by the Receiving Party outside the scope of this Agreement and without references to Confidential Information; (4) is rightfully obtained by the Receiving Party from third parties (other than Enterprise or Grantee) who are not known to the Recipient Party to be subject to a confidentiality obligation and does not otherwise constitute Personally Identifiable Information, or (5) is demanded by a valid court order or subpoena or disclosure of which is required under applicable law or regulation, *provided, however*, that the Party served (“Party Served”) with any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process will provide the other Party with prompt notice of the requested disclosure, if counsel for the Party Served determines that such notice is permitted by law, so that the other Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement.

The provisions of this “Confidential Information” section shall survive beyond the Last Effective Date (as defined below).

Personal Information Protection

Grantee represents that Grantee has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personally Identifiable Information (as defined herein) disclosed under this Agreement; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction. “Personally Identifiable Information” shall be defined as any information pertaining to an individual that can be used to distinguish or trace a person’s identity such as name, email address, home address and phone number. Personally Identifiable Information includes the following, it being understood that the list is not exhaustive and may be defined otherwise under the applicable jurisdiction:

- Social Security Number (SSN) —inclusive of the entire number or a truncated SSN such as the last 4 digits
- Driver’s License Number or State ID Number
- Passport Number
- Alien Registration Number
- Financial account numbers
- Email addresses
- Phone numbers
- Image
- IP address
- Mother’s maiden name
- Any such information as would reasonably be expected to have the same protection as the foregoing examples in Grantee’s industry.

Inspection; Right to Audit/Record Retention

Grantee agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with Grantee’s staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records

documenting its performance of the Work Plan, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of six (6) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection by Enterprise or its auditors. If, upon an audit, Enterprise determines in its sole discretion that Grantee has not properly used the Grant Proceeds, Enterprise may demand repayment of any and all Grant Proceeds that were not properly used.

Default and Remedies

If Grantee fails to comply with any terms in this Agreement, Enterprise will notify Grantee of its breach and Grantee will have twenty (20) days from the date of the notice to cure the breach. A breach may include, without limitation, Grantee's failure to comply with the Work Plan, Grantee's unauthorized expenditure of the Grant Proceeds, or the default under any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Concurrent with the aforementioned notice, Enterprise may suspend and withhold disbursements of the Grant Proceeds until the Grantee satisfactorily cures the breach. In addition, Enterprise may require, and Grantee shall accept, technical assistance which Enterprise deems necessary to complete the Work Plan.

Enterprise may immediately terminate this Agreement upon conclusion of the twenty (20) day period if Grantee fails to cure the breach to the satisfaction of Enterprise.

In the event of termination by Enterprise, Enterprise may demand repayment of all or some of the Grant Proceeds based on the circumstances giving rise to the termination. In addition to the rights and remedies contained in this Agreement, Enterprise may at any time proceed to protect and enforce all rights available to Enterprise by suit in equity, action at law or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

Nonwaiver

The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power or remedy upon default at any later time or times.

Indemnification

Grantee, intending to be legally bound, hereby expressly agrees and covenants to defend, hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant and results in injury to persons or damage or destruction to property to the extent that such claims, actions, damages, expenses, losses, liabilities, fees, costs or penalties are caused by or arise of any act or omission of Grantee or of any of its employees or agents. The provisions of this section "Indemnification" shall survive beyond the Last Effective Date (as defined below).

Conflicts of Interest

Except for approved eligible administrative and personnel costs to be paid to Grantee as shown in the Budget, none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure. By signing this Agreement, Grantee's signatory certifies that, to the best of his/her knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or

personal actual or potential conflict for Grantee or any of its staff, and that Grantee has disclosed to Enterprise all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts or if such a person would question the impartiality of Grantee. Grantee agrees that if an actual or potential conflict of interest is discovered after the effective date of this Agreement, Grantee will make a full disclosure in writing to Enterprise. The disclosure shall include a description of actions that Grantee has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict.

Relationship of the Parties

Grantee is not an employee, partner, agent of or joint venturer with Enterprise for any purpose.

Acknowledgment of Funding

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project. Any acknowledgement must list Enterprise as "Enterprise Community Partners, Inc.". Any use of Enterprise's logo must have prior written consent of Enterprise.

Compliance with Laws

Grantee shall comply with the requirements of all laws, rules, regulations and orders of any governmental authority applicable to Grantee or the services being provided under this Agreement, including without limitation, the data privacy laws of any state in which Grantee shall have access to Personally Identifiable Information. Grantee shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on Enterprise.

Survival

Notwithstanding the Period of Performance, this Agreement shall remain in effect until the last to occur of: (a) the date that the Grant Proceeds have been fully disbursed in accordance with this Agreement; (b) the date that all work has been completed under the Work Plan and all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise; or (c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement ; (the last effective date to be referred to as the "Last Effective Date"). Notwithstanding the foregoing, certain sections of this Agreement as noted in the Agreement shall survive beyond the Last Effective Date.

Modifications and Amendments

Both parties may amend this Agreement so long as any amendment that affects the rights and obligations of either Party is in writing and executed by both Parties. The following circumstances require prior written consent of Enterprise: (1) a change in the line items of the Budget that exceed the 10% Threshold, (2) an extension of the Period of Performance, (3) any additions, deletions or alterations of existing approved Work Plan activities (even if the cost of such activity change is under the 10% Threshold), or (4) significant changes to Grantee capacity to manage and implement the Work Plan and Grant Proceeds. If Grantee does not obtain prior Enterprise consent, any costs related to unauthorized personnel or activities shall be at Grantee's risk and borne by Grantee.

Administrative corrections that do not affect the rights and obligations of Grantee (such as corrections to addresses, emails or other such data) may be made by Enterprise without formal amendment but with notice to Grantee.

Delegation; Assignment

Grantee shall not delegate any duties or assign any rights under this Assignment without the prior written approval of Enterprise. A delegation of duties will not relieve Grantee of any duty to perform or any liability for breach of this Agreement unless this Agreement is wholly assigned to another party with Enterprise approval of the assignment and the assignment documents.

Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts.

Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Electronic Signature

The use of an electronic signature ("E-Signature") by any Party in executing this Agreement shall constitute the legal equivalent of a manual or handwritten signature as if the Party signed this Agreement in writing. No certification authority or other third-party verification shall be required to validate the Party's E-Signature, and the lack of such certification or third-party verification will not in any way affect the enforceability of the E-Signature/s or this Agreement.

