# COMPLIANCE AGREEMENT

 **THIS COMPLIANCE AGREEMENT** (the "**Agreement**") is made on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025, and is incorporated into and shall be deemed to amend and supplement the loan documents ("**Loan Documents**") of even date herewith executed by the Undersigned in favor of the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland (“**DHCD**”) in connection with a $\_\_\_\_\_\_\_\_\_\_\_\_\_ loan from DHCD to «BORROWER».

 In addition to the covenants and agreements set forth in the Loan Documents, the Undersigned and DHCD further covenant and agree as follows:

**Agreement to Replace Lost or Misplaced Documents and to Correct Misstated or Inaccurate Documents**

 Occasionally, documents evidencing a loan, such as a note or deed of trust, are either lost or misplaced, or misstate or inaccurately reflect the true and correct covenants, terms, and conditions of the loan. Loss, misplacement, misstatement, or inaccuracy can be caused solely by DHCD or the Undersigned. Regardless of the reason for any loss, misplacement, misstatement, or inaccuracy in any of the Loan Documents, the Undersigned agree(s) to execute and/or initial and deliver to DHCD any documents DHCD deems necessary to replace or correct the lost, misplaced, misstated, or inaccurate document(s). The documents DHCD requests the Undersigned to execute and/or initial and deliver pursuant to this paragraph shall hereafter be referred to as the "Replacement Documents." The Undersigned agree(s) to deliver the Replacement Documents within 10 days after receipt by the Undersigned of a written request from DHCD for such Replacement Documents.

**Failure to Deliver Replacement Documents Can Constitute a Default or an Event of Default Under the Loan Documents**

 If the Undersigned fail(s) or refuse(s) to execute and deliver Replacement Documents or initial and deliver any required corrections within ten (10) days after written request from DHCD, DHCD shall have the right to record this Agreement as a rider to any of the Loan Documents and to enforce the provisions set forth herein, including the right to declare a default or an Event of Default under any of the Loan Documents.

**Undersigned Liable for Loss Attributable to Failure to Execute and/or Initial and Deliver the Replacement Documents**

 Should the Undersigned fail or refuse to execute and deliver the Replacement Documents or initial and deliver required corrections to DHCD within ten (10) days after being requested to do so by DHCD, the Undersigned agree(s) to be liable for any and all losses or damages which DHCD sustains by reason thereof including but not limited to reasonable attorneys' fees and costs incurred by DHCD.

**Agreement Benefits DHCD’s Successors and Binds Undersigned's Successors and Assigns**

 This Agreement shall inure to the benefit of DHCD’s successors and assigns and be binding upon the heirs, personal representatives, successors, and assigns of the Undersigned.

This document has been executed as of the day and year first above written with the specific intention of creating a document under seal.

 «BORROWER»

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

 Name: «SIGNER\_NAME»

 Title: «SIGNER\_TITLE»

 «GUARANTOR»

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

 Name: «GUARANTOR\_SIGNER\_NAME»

 Title: «GUARANTOR\_SIGNER\_TITLE»