EMPRESS TITLE
& ESCROW

# ADDENDUM TO CLOSING DISCLOSURE/HUD

TITLE COMPANY: **Empress Title and Escrow, LLC** (hereinafter the "settlement agent")
FILE NUMBER: Empr26-264MD
PROPERTY: 1121 Cleveland Street, Baltimore, MD 21230

The undersigned sellers and/or purchasers/borrowers, by their signatures below, acknowledge notice of, and agreement with the following in connection with the sale/purchase/loan relative to the above referenced property:

## COMPLETION OF SETTLEMENT – FINAL AUDIT

All amounts shown on the Settlement Statement are subject to final verification and audit and should additional amounts be necessary to finalize settlement and complete processing and recordation of the documentation arising there from, or should any information or computation prove to be incorrect, the parties agree to promptly pay such sums as are required upon notification of same and consent to termination of further processing of the transaction until paid. The Settlement agent may, at its option (but shall not be obliged), advance such funds as may be necessary to complete processing and recordation and, in such event, the responsible party agrees to promptly reimburse the settlement agent for any such advanced sums. The parties acknowledge the settlement and disbursement is subject to receipt and clearance of all funds necessary to complete the transaction and in the event any such funds are not received or fail to clear normal banking channels the settlement agent is authorized to terminate processing of the transaction and to discontinue payment of all disbursement until additional funds are received and have cleared. The parties understand and agree that the referenced transaction is not complete until all the lender's requirements have been satisfied and received and the deed and/or deed of trust (mortgage) have been recorded among the Land Records.

## TRANSFER TAXES/PROPERTY TAXES & OTHER MUNICIPAL CHARGES

It is understood and agreed that the accuracy of information furnished to the settlement agent as to insurance, taxes, condominium or homeowner's association fees, road fees, recording fees, transfer and/or recordation taxes, water/sewer tap or connection fees, assessments, mortgage (deed of trust) balances, interest, water and sewer charges, escrowed funds and other similar items are not guaranteed by the settlement, which has relied upon such information which has been furnished to it by others. The settlement agent is released from any liability for matters not appearing of public record at the time title examination is made and for liability for matters not appearing of public record at the time title examination is made and for liability for notices of and/or actual violations of government orders or requirements, if any, issued by any departments, offices, or other authority of local, county, State or Federal government as to ownership, occupancy, zoning, health department, and/or laws, regulations, and/or ordinances.

## FDIC NOTICE/MAHT ESCROW ACCOUNT

All funds received by the settlement agent shall be deposited into a federally insured institution and disbursed there from. The settlement agent is released from any liability by virtue of a failure or closing of the federally insured financial institution in which escrowed funds are deposited. The parties hereto instruct the Empress Title and Escrow, LLC to deposit and disburse from an escrow account set up in a federally insured financial institution. Interest, if any, earned on such account(s) shall be retained by the settlement agent as additional compensation. It is not the intent of Empress Title and Escrow, LLC to violate any rule, regulation or law pertaining to interest earned on escrow accounts; therefore, if it is determined by law that the settlement agent should not have earned said interest, then it shall be refunded.

## RIGHT TO ATTORNEY REPRESENTATION

The parties are advised that they have the right to independent representation of their rights and interests by a duly licensed attorney in connection with all matters relating to this transaction. The settlement agent provides settlement services to participants in the transaction which are limited in nature and does not undertake or agree to provide legal representation or advice as advocate or counselor to any person or party to a real estate transaction or to furnish advice, answer or make conclusions as to legal obligations for the parties or to resolve disputes between parties to such transactions.

## CORRECTION AGREEMENT/LIMITED POWER OF ATTORNEY

The undersigned agree to fully cooperate with the lending institution involved in this transaction and/or the settlement agent in the correction and/or adjustment of all typographical and/or clerical errors or mistakes of any nature discovered in any or all the closing documentation presented at settlement. The undersigned appoint the settlement agent as their attorney-in-fact for the express, limited purpose of correcting any such errors, placing our initials on documents where changes are made, and/or signing our names to any such document or form. This included corrections to effectuate any matters of title including, but not limited to legal description corrections and vesting of title. We do not have to request permission to make these corrections.

## GAP AFFIDAVIT AND INDEMNITY

WHEREAS, The Title Insurance Company (the "Company") has issued it's Commitment for Title Insurance (the "Commitment") with respect to the above listed property containing the following or similar exception to coverage in Schedule B thereof:

"Defects, liens, encumbrances, adverse claims or other matters, if any, filed, created, first appearing in the public records or attaching subsequent to the effective date of this Commitment for Title Insurance but prior to the date on which the proposed insured acquires for value of record the estate or interest or mortgage thereon which is/are referred to in Schedule A hereof (the "Gap Exception"); and

WHEREAS, the Company has been requested to issue its owner's and/or loan policies of title insurance on the Property without the Gap Exception; and

WHEREAS, in order to induce the Company to delete the Gap Exception from said policy or policies, the undersigned have entered into these presents.

NOW, THEREFORE, THIS GAP AFFIDAVIT AND INDEMNITY WITNESSETH, that for and in consideration of the premises and the Company's promise to issue its owner's and/or loan polices of title insurance on the Property without the Gap Exception, the undersigned do hereby make oath or affirm *under penalty of perjury*, that to the best of his/her/their/its personal information, knowledge and belief, no outstanding interest, liens, or encumbrances have been created, suffered or agreed to by the undersigned, nor have any adverse claims, other matters or acts of the undersigned affecting title to the property have been made, recorded in, intended to be recorded in or filed among the public records of the jurisdiction in which the Property is located between the effective date of the Commitment and the date hereof and the date on which the instruments creating the interest being insured are recorded among the Land Records thereof; in the event that any of the above statements or representations shall prove incomplete or incorrect and shall result in a loss to the Company under its policy or policies the undersigned, for himself/herself/themselves/itself, and his/her/their/its personal representatives, successors and assigns, do/does hereby jointly and severally covenant and agree to indemnify and save the Company, its successor and assigns, harmless from any and all loss, cost, damage and expense it may sustain under any policy it may issue in reliance upon statements/representations made herein including, but not limited to, attorneys' fees, costs and the expenses of litigation, including any litigation deemed necessary by the company to enforce this Affidavit and Indemnity

## PRIVACY POLICY

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone number, or social security number
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc.; and
- Information from public records

We do not disclose any nonpublic information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know about that information to provide the products or services requested by you or your lender.

We maintain physical, electronic and procedural safeguards that comply with appropriate federal and state regulations.

**WATER ESCROW**

Water is not considered a utility in the State of Maryland. It is a lienable item which must be satisfied and transferred at the time of closing for recording purposes. We, the undersigned, of the Property referenced above, acknowledge that the settlement agent will hold an escrow for the purpose of paying the final water and sewer bill when it is rendered. However, due to the unknown and uncertain size of water and sewer bills, the Buyer(s) and Seller(s) hereby agree to indemnify an hold harmless the settlement agent, and the title insurance company insuring the title to the real property from any claims concerning the water and sewer bill should it later be determined the escrow amount indicated above is insufficient to pay the final bill when rendered by the billing institution or government. In the event the amount of escrow is insufficient to pay the water and/or sewer bill, the settlement agent will promptly notify the parties by verbal or written notice of deficiency and shall send the bill and check payable to the appropriate billing authority in the amount of the escrow held to the Buyer(s) who will adjust the bill directly with the Seller(s). The Seller(s) hereby agree(s) to pay to the Buyer(s) any additional amount which may be required in addition to the escrowed monies, to pay the final water and sewer bill. The Seller(s) further agrees to indemnify the Buyer(s) for any loss or damage sustained by reason of the Seller(s) non-compliance with this provision. In the event the final water bill has not been received by the escrow agent within 120 days of settlement, the escrow agent shall be irrevocably authorized to return the entire water escrow to the Seller(s). Notwithstanding the return of the escrowed funds to the Seller(s) after the 120 period, the parties hereto are not relieved of the corresponding responsibilities to adjust the relevant outstanding water bill between them. ***In counties in which a final water bill cannot be ordered, the settlement agent will prorate an amount based on the average of previous billing amounts. Final Escrow funds held will be for the sole purpose of satisfying recording demands. Remaining funds, post recording, will be returned to the seller.***

The provision of this Addendum shall survive settlement:

Purchaser(s):

A&C Alignment Legacy LLC, a Limited Liability Company

By: _____
Akisha Hill

By: _____
Camilia Carter

STATE OF MARYLAND
COUNTY OF Anne Arundel, to wit:

Sworn to and subscribed before me by Akisha Hill and Camilia Carter of A&C Alignment Legacy LLC on this 30 day of April, 2026.

_____(SEAL)
Signature of Notary Public

My Commission Expires: 05-28-2028

ELEONORE FOSSO KAJI SEUMO
Notary Public - State of Maryland
Prince George's County
My Commission Expires May 28, 2028

Seller(s):

_____
U.S. Bank Trust National Association, not in its individual capacity but solel Mortgage-Backed Securities Trust 2021-NQM1

STATE OF MARYLAND
COUNTY OF _____, to wit:

Sworn to and subscribed before me by U.S. Bank Trust National Association, not in its individual capacity but solel Mortgage-Backed Securities Trust 2021-NQM1 on this _____ day of April, 2026.

_____(SEAL)

Signature of Notary Public

My Commission Expires:

Empress Title and Escrow, LLC
ALTA Universal ID: 1237201
24301 Empress Court
Gaithersburg, MD 20882
(888) 609-5912

# ALTA Combined Settlement Statement

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | Empr26-264MD | **Property** | 1121 Cleveland Street<br>Baltimore, MD 21230 | **Settlement Date** | 04/30/2026 |
| **Print Date & Time:** | 04/29/2026 at 05:12 PM EDT | **Buyer** | A&C Alignment Legacy LLC<br>2503 Lake Drive<br>437<br>Waldorf, MD 20601 | **Disbursement Date** | 04/30/2026 |
| **Settlement Agent:** | Heather Lea Wintermoyer | | | | |
| **Settlement Location:** | 24301 Empress Court<br>Gaithersburg, MD, 20882 | **Seller** | U.S. Bank Trust National Association, not in its individual capacity but solel Mortgage-Backed Securities Trust 2021-NQM1 | | |
| | | **Lender** | WCP Fund I, LLC . ISAOA ATIM<br>8401 Greensboro Drive<br>960<br>McLean, VA 22102 | | |

| Seller | | | Buyer | |
|---|---|---|---|---|
| Debit | Credit | | Debit | Credit |
| | | **Financial** | | |
| | $109,900.00 | Sale Price of Property | $109,900.00 | |
| | | Deposit | | $10,000.00 |
| | | Loan Amount | | $127,890.00 |
| | | | | |
| | | **Prorations/Adjustments** | | |
| | $444.72 | City/Town Taxes 04/30/2026 to 06/30/2026 | $444.72 | |
| $2,198.00 | | Commission Credit | | $2,198.00 |
| | | | | |
| | | **Loan Charges** | | |
| | | Loan Processing Fee to DP Capital LLC ($1,000.00 POC by Borrower) | | |
| | | Origination Fee to DP Capital LLC | $2,493.86 | |
| | | Updated Lien Cert to Empress Title and Escrow, LLC | $55.00 | |
| | | Prepaid Interest ($27.91 per day from 04/30/2026 to 05/01/2026) | $27.91 | |
| | | | | |
| | | **Government Recording and Transfer Charges** | | |
| | | Recording Fees | $175.00 | |
| | | ---Deed: $60.00 | | |
| | | ---Mortgage: $115.00 | | |
| $550.00 | | Recordation Tax - City (Deed) to Director of Finance | $550.00 | |
| | | Recordation Tax - City (Mortgage) to Director of Finance | $180.00 | |
| $824.25 | | Transfer Tax - City (Deed) to Director of Finance | $824.25 | |
| $274.75 | | Transfer Tax - State (Deed) to Circuit Court for Baltimore City | $274.75 | |
| | | | | |
| | | **Commission** | | |
| $2,535.50 | | Listing Agent Commission to Berkshire Hathaway Home Services | | |
| | | Selling Agent Commission to Coldwell Banker Realty | $549.50 | |
| | | | | |
| | | **Title Charges & Escrow / Settlement Charges** | | |
| | | Title - CPL (Lender) to First American Title Insurance Company | $55.00 | |

| Seller | | | Buyer | |
|---|---|---|---|---|
| Debit | Credit | | Debit | Credit |
| | | Title - Deed Review to Empress Title and Escrow, LLC | $75.00 | |
| | | Title - eDoc Fee to Edge Abstract Independence LLC | $100.00 | |
| | | Title - Judgement/Lien Search Fee to Empress Title and Escrow, LLC | $195.00 | |
| | | Title - Lender's Title Policy to First American Title Insurance Company | $564.00 | |
| | | Title - Settlement Fee to Empress Title and Escrow, LLC | $795.00 | |
| | | Title - Title Binder/Search Fee to Empress Title and Escrow, LLC | $250.00 | |
| | | Title - Wire/Overnight Fee to Empress Title and Escrow, LLC | $25.00 | |
| | | Title - Owner's Title Policy to First American Title Insurance Company | $598.00 | |
| | | | | |
| | | Miscellaneous | | |
| | | Draw to WCP Fund I, LLC . ISAOA ATIM | $32,200.00 | |
| $808.25 | | Final Water to Director of Finance - Baltimore | | |
| | | Offer Management Fee to Pyramid Platform | $200.00 | |
| $1,099.00 | | Referral fee to Shellpoint | | |
| | | Selling Agent Admin/Broker Fee to Coldwell Banker Realty | $495.00 | |
| | | Selling Agent Commision to Coldwell Banker Realty | $1,986.00 | |
| | | Technology Fee (buyer side) to Radian REM LLC ($0.00 POC by Others) | $212.00 | |
| $212.00 | | Technology Fee (seller side) to Radian REM LLC | | |
| | | Homeowner's Insurance Premium to Gray Insurance Group Inc | $816.00 | |

| Seller | | | Buyer | |
|---|---|---|---|---|
| Debit | Credit | | Debit | Credit |
| $8,501.75 | $110,344.72 | Subtotals | $154,040.99 | $140,088.00 |
| | | Due from Buyer | | $13,952.99 |
| $101,842.97 | | Due to Seller | | |
| $110,344.72 | $110,344.72 | Totals | $154,040.99 | $154,040.99 |

**See signature addendum**

# Signature Addendum

**Acknowledgement**

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.
We/I authorize Empress Title and Escrow, LLC to cause the funds to be disbursed in accordance with this statement.

A&C Alignment Legacy LLC, a Limited Liability Company

By: A. Hill 4/30/2026
Akisha Hill Date

By: 4/30/2026
Camilla Carter Date

U.S. Bank Trust National Association, not in its individual capacity but solel Date
Mortgage-Backed Securities Trust 2021-NQM1

Settlement Agent Date

# DISCLOSURE AND ACKNOWLEDGMENT OF RECEIPT OF TITLE INSURANCE COMMITMENT
## (Maryland)

Case Number: Empr26-264MD

Property: 1121 Cleveland Street, Baltimore, MD 21230

Name of title insurance company - FIRST AMERICAN TITLE INSURANCE COMPANY.

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### ACKNOWLEDGMENT OF RECEIPT OF COMMITMENT

**I the purchaser of the above referenced property hereby acknowledge that I have received a copy of the title insurance commitment and have had the opportunity to review the commitment. I understand that the items listed as exceptions on this commitment will appear as exceptions on the final title insurance policy issued by the above referenced title insurance company and that said company will not provide any coverage to the insured for matters that pertain to the listed exceptions. Any requirement shown in the commitment will also appear in the final title insurance policy unless the same are disposed of to the satisfaction of said company.**

**I also acknowledge that the final title insurance policy will contain specific exceptions for any matters affecting the above referenced property that were recorded in the land records after the date of this commitment but prior to the time the deed conveying title to us is recorded in the land records. This period of time is referred to as the "Gap Period".**

A&C Alignment Legacy LLC, a Limited Liability Company

Date: 4/30/2026

By: _____
Akisha Hill

By: _____
Camilia Carter

**File No.:** Empr26-264MD

# STATUTORY NOTICE TO BUYER

**as required by Section 22-103 (effective 10/1/2014) of the Insurance Article of the Annotated Code of Maryland.**

**Re:** **Address:** 1121 Cleveland Street, Baltimore, MD 21230
**Borrower:** A&C Alignment Legacy LLC
**Purchase Price:** $109,900.00
**Loan Amount:** $127,890.00

With respect to the real estate transaction involving the purchase of the above property by us and the making of a purchase money mortgage by us on this property, we have been notified by our settlement agent of the following

1. That the Lender in the captioned transaction has requested a Loan Policy of Title Insurance to be issued by:

First American Title Insurance Company

under which Policy the said Lender will be insured as mortgagee of this property

2. That the face amount of this Loan Policy of Title Insurance is the amount recited above as "Loan Amount". The premium charge for issuance of said Loan Policy is recited herein below.

3. That we, as buyers of this property, have a right to obtain simultaneous title insurance issued in our favor, which will be the issuance of an Owner's Policy of Title Insurance in the amount of the purchase price set forth hereinabove. The additional cost for obtaining an Owner's Policy of Title Insurance is set forth herein below.

4. That there are 2 separate and distinct forms of Owner's Policy of Title Insurance available for our purchase:

A. 2006 ALTA Owner's Policy of Title Insurance, and
B. ALTA *HOMEOWNER'S* Policy of Title Insurance, 1-4 Family Residence.

The insurance coverages contained in each form of policy have been disclosed to us.

5. That any Owner's Policy of Title Insurance issued in our favor will be issued subject only to the contingencies and conditions contained in the title insurance binder/commitment.

We understand that we have the right to review a sample of each form of Owner's Policy of Title Insurance in which said contingencies and conditions will be inserted.

6. **THE TITLE INSURANCE COMMITMENT OR SAMPLE TITLE POLICY INTO WHICH THE CONTINGENCIES AND CONDITIONS FOR INSURING WILL BE INSERTED:**

**A. CONSTITUTES A STATEMENT OF THE TERMS AND CONDITIONS ON WHICH A TITLE INSURER IS WILLING TO ISSUE A POLICY OF TITLE INSURANCE IF THE TITLE INSURER ACCEPTS THE PREMIUM FOR THE POLICY.**

**B. IT IS NOT A REPRESENTATION AS TO THE STATE OF TITLE; AND**

**C. DOES NOT CONSTITUTE AN ABSTRACT OF TITLE.**

7. That if we desire a Policy as buyers, the Owner's Policy of Title Insurance will be effective upon the payment of the additional premium described herein below, and upon the delivery and recordation of the Deed from seller to buyer. **As used herein plural shall be construed to mean singular, and vice versa.**

**WE HEREBY ACKNOWLEDGE** receipt of this Notice prior to the disbursement of any funds. We hereby direct that Chicago Title Insurance Company, Commonwealth Land Title Insurance Company or Fidelity National Title Insurance Company, through its policy-issuing agent, proceed as follows:

**CHOOSE ONE OPTION: INDICATE CHOICE BY PLACING AN "X"**

☐ Issue **ONLY** Loan Policy. The premium charge for issuance of the Loan Policy will be: **$564.00**.
We do **NOT** desire an Owner's Policy of Title Insurance at this time.

☒ Issue Loan Policy **AND *2006 ALTA*** Owner's Policy. The additional premium charge for issuance of this Owner's Policy will be: $

☐ Issue Loan Policy **AND *HOMEOWNER'S*** Owner's Policy. The additional premium charge for issuance of this Owner's Policy will be **$598.00**.

Date: 4/30/2026

A&C Alignment Legacy LLC, a Limited Liability Company

By: A. Hill
Akisha Hill

By:
Camilla Carter

EMPRESS TITLE
& ESCROW

# PAYMENT AND SHORTFALL AFFIDAVIT

PROPERTY ADDRESS: 1121 Cleveland Street, Baltimore, MD 21230
SELLER(S): U.S. Bank Trust National Association, not in its individual capacity but solel Mortgage-Backed Securities Trust 2021-NQM1
PURCHASER(S): A&C Alignment Legacy LLC
LENDER: WCP Fund I, LLC . ISAOA ATIM

The undersigned do hereby consent(s) and agree(s) that, in the event there are any adjustments in any amounts due to any entity, being paid in the course of this real estate transaction, or if there is a shortage in the amount collected from the undersigned at closing, the undersigned will immediately and fully pay the designated entity all funds necessary to pay the amount(s) in full.

This obligation shall be a continuing obligation and may apply to any business, person or entity to which funds are owed.

Purchaser(s):

A&C Alignment Legacy LLC, a Limited Liability Company

By: _____
Akisha Hill

By: _____
Camilia Carter

STATE OF MARYLAND
COUNTY OF Anne Arundel (or City of Baltimore)

On this 30 day of April, 2026, before me, the undersigned officer, personally appeared Akisha Hill and Camilia Carter of A&C Alignment Legacy LLC, a Limited Liability Company, and that he/she/they, as such members and , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself/herself/themselves as members and .

In witness thereof I hereunto set my hand and official seal.

_____
Signature of Notary public

ELEONORE FOSSO KAJI SEUMO
Notary Public - State of Maryland
Prince George's County
My Commission Expires May 28, 2028

Notary Public
My Commission Expires: 05-28-2028



24301 Empress Court, Gaithersburg, MD 20882
(888) 609-5912; (240) 819-0348
Empressdocs@empressofescrow.com

EMPRESS TITLE
& ESCROW

# SURVEY AFFIDAVIT WITH NO SURVEY

**Property Address:** 1121 Cleveland Street, Baltimore, MD 21230
**Buyer(s):** A&C Alignment Legacy LLC
**Seller(s):** U.S. Bank Trust National Association, not in its individual capacity but solel Mortgage-Backed Securities Trust 2021-NQM1
**File No:** Empr26-264MD

The undersigned hereby certify under penalties of perjury as follows:

1. That Affiants are over 18 years of age and are the sole owners or purchasers of the above-referenced property ("the Property");
2. That the Property is improved by a 1-4 family residential dwelling;
3. That Affiants have this day executed, acknowledged and delivered a certain Deed of conveyance or a Deed of Trust or Mortgage.
4. That to the best of Affiants information, knowledge and belief, the following is true with regard to the Property;
   a. the dwelling, outbuildings and all driveways and fences are located entirely within the lines of the legal description of the Property;
   b. the location of the dwelling is not in violation of any building restriction lines established by plat or other recorded instrument;
   c. no permanent structures encroach upon any drainage and utility or other easements of record located over, under or across the Property; and
   d. no structure, driveway or fence belonging to others encroaches onto the Property.

The Affiants make this affidavit to induce First American Title Insurance Company and Empress Title and Escrow, LLC to issue its Lenders Title Insurance Policy to WCP Fund I, LLC . ISAOA ATIM with survey coverage but without the benefit of a location survey of the Property and understand that said Title Insurance Company and Settlement Agent will act in reliance on the statements made herein.

A&C Alignment Legacy LLC, a Limited Liability Company

By:_____
Akisha Hill

By:_____
Camilia Carter

STATE OF MARYLAND
COUNTY OF Anne Arundel (or City of Baltimore)

On this 30 day of April, 2026, before me, the undersigned officer, personally appeared Akisha Hill and Camilia Carter of A&C Alignment Legacy LLC, a Limited Liability Company, and that he/she/they, as such members and , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself/herself/themselves as members and .

In witness thereof I hereunto set my hand and official seal.

_____

Signature of notary public

ELEONORE FOSSO KAJI SEUMO
Notary Public - State of Maryland
Prince George's County
My Commission Expires May 28, 2028

Notary Public
My Commission Expires: 05-28-2028

_____
U.S. Bank Trust National Association, not in its individual capacity but solel Mortgage-Backed Securities Trust 2021-NQM1

STATE OF MARYLAND
COUNTY OF _____, to wit:

I hereby certify that on the _____ day of April, 2026, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared U.S. Bank Trust National Association, not in its individual capacity but solel Mortgage-Backed Securities Trust 2021-NQM1, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth herein are true.

As witness, my hand and notarial seal.

_____
Signature of Notary Public

My Commission Expires:

EMPRESS TITLE
& ESCROW

# CHOICE OF TENANCY

Property: 1121 Cleveland Street, Baltimore, MD 21230

File No: Empr26-264MD

In connection with our purchase of the Property, we hereby direct **Empress Title and Escrow, LLC** to recite in the Deed, Deed of Trust (if any), Title Insurance Policy(ies), and any other necessary or appropriate documentation the following tenancy, indicated by our initials in the area below:

(_____) 1. SOLE OWNER: An undivided ownership interest by **one person** with no other party having a right or interest in or to the Property.

(_____) 2. TENANTS BY THE ENTIRETIES: An undivided ownership by both **legally married spouses**, with the right to the entire property passing to the surviving spouse upon the death of one (1) spouse.

(_____) 3. JOINT TENANTS: An equal ownership interest by all parties named on the deed with rights of ownership vesting in the survivor of all owners.

(X) 4. TENANTS IN COMMON: An individual ownership interest in a portion of the Property (either equal or unequal) with another party and sharing a common interest and right to use as to the whole. Tenants in Common **does not provide** for survivorship rights. Thus, a will is recommended to identify the recipient of the ownership interest upon the death of one of the owners.

(_____) 5. N/A: Corporation / LLC / Trust / Other

We, the undersigned Buyers, having been fully informed as set forth above, direct **Empress Title and Escrow, LLC** to utilize the initialed tenancy in preparing documentation with respect to the property.

A&C Alignment Legacy LLC, a Limited Liability Company

By: A. Hill
Akisha Hill

By:
Camilia Carter

STATE OF MARYLAND
COUNTY OF Anne Arundel (or City of Baltimore)

On this 30 day of April, 2026, before me, the undersigned officer, personally appeared Akisha Hill and Camilia Carter of A&C Alignment Legacy LLC, a Limited Liability Company, and that he/she/they, as such members and , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by

himself/herself/themselves as member and .

In witness thereof I hereunto set my hand and official seal.

Signature of notary public

Notary Public
My Commission Expires: 05-28-2028

ELEONORE FOSSO KAJI SEUMO
Notary Public - State of Maryland
Prince George's County
My Commission Expires May 28, 2028

EMPRESS TITLE
& ESCROW

# FRONT FOOT BENEFIT/PRIVATE WATER SEWER CHARGES

Buyer: A&C Alignment Legacy LLC
Seller: U.S. Bank Trust National Association, not in its individual capacity but solel Mortgage-Backed Securities Trust 2021-NQM1
Property Address: 1121 Cleveland Street, Baltimore, MD 21230

Front Foot Benefit Fees are those charges assessed by a builder, developer, or other private entity to cover the costs of development of a property or community, including but not limited to the construction of roads, public or private water and sewer mains, pumping stations, designated greenways, conservation easements, rights of way or other costs of development which serve or benefit the property directly.

Community Water and Sewage Facility Fees are charges assessed by a builder, developer, or other private entity to cover the costs of installation and maintenance, and delivery on an ongoing basis of water and wastewater services and facilities constructed by the builder, developer or other private entity and which serve the community or subdivision in which the property is located.

The undersigned hereby attest that the property (please initial the statement that applies):

**IS** subject to a fee or assessment charged by the developer or other private entity which is payable as a one time or ongoing fee, runs with the land, and constitutes a contractual obligation between the entity and the property owner.

**IS NOT** subject to a fee or assessment charged by the developer or other private entity which is payable as a one time or ongoing fee, runs with the land, and constitutes a contractual obligation between the entity and the property owner.

If the seller fails to disclose the existence of a Front Foot Benefit Charge or Private Water/Sewer Fee by the time of settlement, **the Seller shall be liable to the Purchaser for the full amount of any open lien or assessment** following settlement.

The buyer and seller hereby indemnify and hold harmless Empress Title and Escrow, LLC and our underwriters for any undisclosed or undiscovered Front Foot Benefit Charges or Private Water/Sewer Fees.

A&C Alignment Legacy LLC, a Limited Liability Company

By: _____
Akisha Hill

By: _____
Camilia Carter

STATE OF MARYLAND
COUNTY OF Anne Arundel (or City of Baltimore)

On this 30 day of April, 2026, before me, the undersigned officer, personally appeared Akisha Hill and Camilia Carter of A&C Alignment Legacy LLC, a Limited Liability Company, and that he/she/they, as such members and , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself/herself/themselves as members and .

In witness thereof I hereunto set my hand and official seal.

Signature of notary public

ELEONORE FOSSO KAJI SEUMO
Notary Public - State of Maryland
Prince George's County
My Commission Expires May 28, 2028

Notary Public
My Commission Expires: 05-28-2028

U.S. Bank Trust National Association, not in its individual capacity but solel Mortgage-Backed Securities Trust 2021-NQM1

STATE OF MARYLAND
COUNTY OF _____, to wit:

I hereby certify that on the _____ day of April, 2026, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared U.S. Bank Trust National Association, not in its individual capacity but solel Mortgage-Backed Securities Trust 2021-NQM1, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth herein are true.

As witness, my hand and notarial seal.

Signature of Notary Public

My Commission Expires:

EMPRESS TITLE
& ESCROW

# Disbursement Instructions

| | |
|---|---|
| Seller: | U.S. Bank Trust National Association, not in its individual capacity but solel Mortgage-Backed Securities Trust 2021-NQM1 |
| Buyer: | A&C Alignment Legacy LLC |
| Property: | 1121 Cleveland Street, Baltimore, MD 21230 |
| Closing Date: | 04/30/2026 |
| File Number: | Empr26-264MD |

**Empress Title and Escrow, LLC** (Closing Agent) is hereby authorized to disburse the Buyer's net proceeds as follows:

_____ Check

X Wire (please attach a copy of a voided check or complete the following):

Bank Name and Address: Navy Federal Credit Union Po Box 3000 Merrifield VA, 22119-3000

ABA/Routing#: 256074974

Beneficiary Name: A&C Alignment Legacy LLC

Beneficiary Account#: 7211695379

Beneficiary Address: 2503 Lake Drive Apt 437 Waldorf, MD 20601

Special Instructions: _____

***Please note: Please allow for 4 hours after closing is complete for the wire to arrive in your account to allow for the buyer's lender to approve disbursement, for the internal wire process, and for the wire to process through the federal reserve. If the closing occurs after 2:00PM the funds may not arrive in your account until the next day***

A&C Alignment Legacy LLC, a Limited Liability Company

By: A. H. H
Akisha Hill

By: _____
Camilia Carter

STATE OF MARYLAND
COUNTY OF Anne Arundel (or City of Baltimore)

On this 30 day of April, 2026, before me, the undersigned officer, personally appeared Akisha Hill and Camilia Carter of A&C Alignment Legacy LLC, a Limited Liability Company, and that he/she/they, as such members and , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself/herself/themselves as members and .

In witness thereof I hereunto set my hand and official seal.

Signature of notary public

Notary Public
My Commission Expires: 05-28-2028

ELEONORE FOSSO KAJI SEUMO
Notary Public - State of Maryland
Prince George's County
My Commission Expires May 28, 2028

EMPRESS TITLE
& ESCROW

# WATER INFORMATION

File #: Empr26-264MD

Property Address: 1121 Cleveland Street, Baltimore, MD 21230

Re: Water Information Letter

For recording purposes, all outstanding water charges must be satisfied at the time of closing. The County/City in which your property is located does not offer final water meter reading. As a courtesy, we have prorated an estimate of the seller's portion of the water bill through closing. Below you will find information to access your water account.

Current Account #:

Service Provider:

Account Website:

Billing Frequency:

Next Possible Bill Date:

It is your responsibility to stay current with your water bill even if you do not receive a paper bill. Some counties/cities do not update the account name until the deed is on record and a formal email has been sent to the water department. It could take up to three months for the jurisdiction to update their records with the current ownership name.

By signing below, you understand your water account responsibility and indemnify and hold harmless Empress Title and Escrow, LLC and the title insurance company insuring the title to the real property from any claims concerning the water and sewer bill.

A&C Alignment Legacy LLC, a Limited Liability Company

By: _____
Akisha Hill

By: _____
Camilia Carter

Thank you,

Heather Lea Wintermoyer

## Exhibit "A"
## Property Description

BEGINNING FOR THE SAME on the southeast side of Cleveland Street at the distance of One hundred twenty-two feet and four and four and one quarter inches southwesterly from the corner formed by the intersection of the of the southeast side of Cleveland Street with the southwest side of Cross Street thence southwesterly on the southeast side of Cleveland Street twelve feet thence southeasterly on the southeast side of Cleveland Street twelve feet thence southeasterly parallel with Cross Street seventy-four feet six inches to a ten foot alley, thence northeasterly bounding on said alley with the use thereof in common twelve feet, thence seventy-four feet six inches (formerly inadvertently omitted) northwesterly to the place of beginning.

For informational purposes, this property is known as: 1121 Cleveland Street

Tax ID# 21-06-0791-157

BEING the same property assigned to U.S. Bank Trust National Association, Not in its Individual Capacity but Solely as Trustee of GS Mortgage-Backed Securities Trust 2021-NQM1 by Assignment from Nicole Lipinski, as Substitute Trustee, dated May 30, 2025, recorded June 10, 2025, among the Land Records of Baltimore City, Maryland, in Liber XAC 28073, Folio 141.

BEING the same property conveyed to Stax Charm City, LLC by Deed of Merger from H. Jonathan Kramer and Cari Kramer, an Undivided One-Half Interest and Elsa Kramer, Personal Representative of the Estate of the Estate of Edward Kramer, Elsa Kramer, Elsa Kramer, Beneficiary of the Estate of Edward Kramer, H. Jonathan Kramer, Beneficiary of The Estate of Edward Kramer, Stephanie J. Specter, Beneficiary of The Estate of Edward Kramer, and Barry J. Kramer, Beneficiary of The Estate of Edward Kramer, dated November 10, 2019, recorded December 26, 2019, among the Land Records of Baltimore City, Maryland, in Liber MB 21718, Folio 478.

BEING the same property assigned to Stax Charm LLC by Deed of Assignment from SB Residential LLC, a limited liability company of the State of Maryland, dated October 11, 2019, recorded October 30, 2019, among the Land Records of Baltimore City, Maryland, in Liber MB 21543, Folio 385.

WASHINGTON
CAPITAL PARTNERS

Empress Title,

Congratulations on being selected as the title company for this transaction!

Below, you will find some important loan information:

- Tentatively Scheduled Close Date – May 1, 2026
- Property Address: 1121 Cleveland St Baltimore MD 21230,
- The loan amount is - $127,890.00 to WCP Fund I LLC
- Construction Draw(to be included as a debit/due from the borrower) - $32,200.00 to WCP Fund I LLC
- Origination Fee - $2,493.86 payable to DP Capital LLC
- Loan Processing Fee - $1,000.00 payable to DP Capital LLC
- Prepaid Interest Amount –
- Per diem Interest – $27.91
- Loan Type - Purchase
- Borrower will be purchasing under the name of A&C Alignment Legacy LLC

Our attorney, Russell Drazin, will be preparing all loan documents. The assigned processor for this file is , who can be reached at bilal@wcp.team. Please provide the assigned processor with the following items:

1. Full Title Search. (Abstract). In the event you are unable to provide the full Abstract, please notify the assigned processor as soon as possible.
2. Title Insurance Commitment, coverage amount at 125% of loan amount $159,862.50

a. Please note you must state expressly on Schedule B — Section II (Exceptions) of the Commitment, which exceptions will not appear on the Loan Policy.
b. On the lender's policy, if there are any exceptions which cannot be removed without having a location survey completed, please proceed to order it and the borrower will pay for it on the settlement statement.

3. Insured Closing Protection Letter (must include all fees and amounts as listed above).
4. Wire Instructions.
5. Please note that our Mortgage Clause is as follows: WCP Fund I, LLC ISAOA ATIMA 8401 Greensboro Dr, Suite 960, McLean, VA 22102.
6. Keep in mind, Washington Capital Partners will require general survey exceptions to be removed from the final commitment. Therefore, should it be necessary, please order a survey at your earliest convenience to not delay closing.
7. Washington Capital Partners cannot fund loans for properties where the ground rent has not been redeemed. Please make efforts to establish the ground rent holder and confirm that they will be satisfied. In addition to any ground rent associated with the subject property to be redeemed to not delay settlement.
8. Please refrain from scheduling closing with the borrower until Washington Capital Partners confirms that it is ready to do so. We understand that title typically takes 3 days but no more than 5 days to complete. If you foresee it taking longer than 5 days, please notify the assigned Washington Capital Partners' Loan Processor; otherwise, the proposed close date is not guaranteed. Washington Capital Partners follows this guideline to ensure that expectations are aligned, and deadlines are met.
9. For any payoff related matters, please reach out to WCP Servicing at servicing@wcp.team. While we accept checks as a form of payment, please reach out to us for wire instructions – if you would prefer this – kindly note that banks may charge a wire transfer fee that WCP does not reimburse on

If you have additional questions, please call me at 703-592-6183.

Thank You!

**Muhammad Bilal**
**bilal@wcp.team**
**Washington Capital Partners**
**8401 Greensboro Dr Suite 960**
**McLean, VA 22102**

# BUSINESS AND INVESTMENT AFFIDAVIT

Pursuant to the Commercial Deed of Trust Note (the "Note") made by **A&C Alignment Legacy LLC,** a Maryland limited liability company (the "Borrower") payable to the order of WCP Fund I LLC, a Delaware limited liability company (the "Lender") in the original principal amount of **$127,890.00** dated April 30, 2026, and the Purchase Money Deed of Trust from Borrower to Russell S. Drazin, Trustee, of even date therewith ("Deed of Trust") securing the Note and encumbering the real property and improvements identified in the Deed of Trust (the "Property"), Borrower hereby attests to the following:

1. The loan evidenced by the Note is for commercial purposes only.
2. Borrower's representations and warranties as set forth in the Note and Deed of Trust are true and correct.
3. Any cash-out disbursed to Borrower is to be used for business or investment purposes only.
4. Borrower shall not occupy, use or establish the Property as Borrower's residence, and shall not allow anyone else or anything else to do so, during the loan term set forth in the Note, unless Lender otherwise agrees in writing.
5. Borrower shall pay prior to delinquency all taxes, levies, charges and assessments, attributable to the Property.
6. Borrower will keep and maintain the condition of the Property so as not to impair its value.
7. Borrower agrees to respond to any and all communications from Lender on or before the date specified. If no response date is specified, Borrower agrees to respond in a timely fashion.

If Lender discovers that Borrower has breached any of the terms of this Affidavit, the loan evidenced by the Note will be deemed in default and Lender may exercise its remedies pursuant to the Note, Deed of Trust and/or Deed in Lieu of Foreclosure Agreement.

**Automated Payments (ACH) - Customer Authorization**

**NOTE: This service is only available for current and performing loans that have not matured.**

Your monthly payment can be automatically deducted from your checking or savings account on the same day each month using the Federal Banking System's ACH program. Simply complete the information below. Return this information to:

Washington Capital Partners
8401 Greensboro Drive, Suite 960
McLean, VA 22102

**Borrower Information**

Name: Akisha Hill

Account/Loan Number: LOAN-009969

Borrower Address: 10251 Pine Pl Apt 305
La Plata, MD 20646

Phone Number: _____

E-mail Address: Hillakisha@gmail.com

Property Address: 1121 Cleveland St Baltimore MD 21230

**Banking Account Information**

Bank Name: Navy Federal Credit Union

Bank Address: PO Box 3000 Merrifield, VA 22119

Routing Number: 256074974

Account Number: 721169537 9

Account Type (checking/savings): ~~721169537 9~~ A.H.

**PLEASE ATTACH A VOIDED CHECK OR A LETTER ON BANK LETTERHEAD INDICATING YOUR BANK ACCOUNT NUMBER AND BANK'S ABA NUMBER.**

I/We hereby authorize a monthly ACH electronic debit from the account designated above to be paid to Lender, and its successors, assigns, and/or servicers, in payment of my/our monthly loan obligation, not to exceed the amount agreed to by me/us below. Provided however, if the required scheduled loan payment changes for any account related reason, including but not limited to change in principal balance, interest rate, or in required escrow/impounds, I/we authorize the debit amount to be adjusted accordingly. I/We acknowledge that this Authorization is transferrable to Lender's successors, assigns, and/or servicers.

In the event the Lender makes an assignment of the note to a new holder of the note, the new holder and its servicer are authorized, in the same manner as the Lender, to initiate a debit entry, or credit to my/our account at my/our bank.

I/We understand that should my/our bank dishonor my/our automated payment for insufficient or uncollected funds, the original amount, plus an additional non-sufficient funds (NSF) fee, as allowed by law, may be electronically debited from my/our account.

I/We authorize Lender, and its successors, assigns, and/or servicers, to debit my/our account consistent with the authorization until such time as I/we provide 15 days written notice to Lender, its successors, assigns, and/or servicers, of withdrawal of this authorization.

I/We am/are aware that in the event the ACH transfer fails for any reason, that I/we shall remain responsible for making the contractual payment(s) in a timely manner. It is further understood that Lender, and its successors, assigns, and/or servicers, shall not be liable for any damages or losses resulting from the failure of any ACH transfer.

**NOTE:** The electronic **debit date cannot be changed with less than 15 days written notice** prior to the next scheduled debit date.

A. Hill
**Signature**

_____
**Signature**

4/30/2026
**Date**

**Agreed Upon Amount and Terms**

My/Our account will be debited on the 1st day of each month, or the next business day if debit date falls on a weekend or holiday, starting: 6/1/2026.

Estimated monthly payment amount: $865.20.

Total amount to be drafted from my/our account: $_____. On Date: _____.

**BORROWER:**

**A&C Alignment Legacy LLC,**
a Maryland limited liability company

A. M. Hill (SEAL)
By: Akisha Malika Ayanna Hill
Its: Sole Member

COUNTY OF Maryland ) SS:
STATE OF Anne Arundel )

I hereby certify on this 30 day of April, 2026, before me in the jurisdiction aforesaid, did personally appear Akisha Malika Ayanna Hill, , , known or satisfactorily proven to be the person(s) whose name(s) is set forth in the within instrument, and executed the within instrument and acknowledged the same instrument to be his/her act and deed for the purposes herein contained and in the capacity herein stated.

NOTARY PUBLIC

My commission expires: 05-28-2028

ELEONORE FOSSO KAJI SEUMO
Notary Public - State of Maryland
Prince George's County
My Commission Expires May 28, 2028

# LIMITED LIABILITY COMPANY AUTHORITY CERTIFICATE AND BORROWING AGREEMENT

This LIMITED LIABILITY COMPANY AUTHORITY CERTIFICATE AND BORROWING AGREEMENT (this "**Certificate and Agreement**") is made this April 30, 2026 between and among **A&C Alignment Legacy LLC**, a Maryland limited liability company (the "**Borrower**") and Borrower's member(s) (the "**Member**"), representing all of the members of the Borrower, for the benefit of **WCP Fund I LLC** (the "**Lender**").

WHEREAS, Borrower desires to obtain a Loan in the amount of **$127,890.00** from the Lender (the "**Loan Amount**"), and the Lender is willing to extend credit to the Borrower only upon certain terms and conditions; and

WHEREAS, as one of those conditions, the Lender requires evidence of the Borrower's authority to borrow and otherwise obtain credit and to secure its obligations thereunder.

NOW, THEREFORE, the Borrower and the Member agree as follows:

A. Representations and Warranties. The Borrower and the Member represent and warrant to the Lender as follows:

(1) Members. All of the present members of the Borrower are listed below and have agreed to be bound by this Certificate and Agreement.

**Akisha Malika Ayanna Hill**

(2) Existence. The Borrower is a Maryland limited liability company, duly organized, validly existing and in good standing under the laws of the Maryland and is duly qualified to transact business and own real property in each state or other jurisdiction in which it conducts any material part of its business.

(3) Articles of Organization. Exhibit A attached hereto is a true and accurate copy of the Borrower's Articles of Organization and any amendments thereto in effect on the date hereof. Exhibit B attached hereto is a true and accurate copy of the Borrower's Operating Agreement and any amendments thereto in effect on the date hereof.

(4) Solvency. The Borrower is solvent, not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or

court actions that could render it insolvent. The Borrower has not declared bankruptcy at any time during the period which is seven (7) years prior to the date hereof. The Borrower has neither had any property foreclosed upon nor has the Borrower conveyed title to property to any other person or entity pursuant to a deed in lieu of foreclosure or similar instrument, document or agreement.

B. Unrestricted Authority. Akisha Malika Ayanna Hill, ("Authorized Representative"), shall have full and unrestricted authority to deal with and contract with the Lender and otherwise bind the Borrower, at any time or from time to time, including the authority: (1) to accept the Loan Amount and any advances under the Loan Amount; (2) to execute and deliver to the Lender any and all instruments memorializing or securing the Loan Amount; (3) to authorize the clerk or any attorney of any court of record to appear for it and enter judgment by confession for the balance then due under any promissory notes payable to the Lender and evidencing the Loan Amount, together with court costs, interest, and attorney's fees, and such confession of judgment provisions contained in such notes are hereby approved and authorized by the undersigned. The Lender may continue to deal with and contract with such Authorized Representative on an unrestricted basis until: (i) authority to act hereunder is formally revoked and a substitute Authorized Representative is properly appointed on the terms set forth herein; and (ii) the Lender receives written notification thereof and acknowledges same in writing.

C. Amendments to Operating Agreement. This Certificate and Agreement shall for all purposes have the same effect as an amendment to, and shall be a part of, the Borrower's Operating Agreement. This Certificate and Agreement shall be binding upon the Borrower and all of its present and future members.

D. Scope and Term. This Certificate and Agreement applies to the Loan Amount. This Certificate and Agreement shall remain in effect until such time as: (1) all indebtedness due under the Loan Amount has been fully paid and satisfied; and (2) the Borrower requests in writing that this Certificate and Agreement be canceled; and (3) the Lender thereafter cancels this Certificate and Agreement in writing.

E. No Waiver by Lender. No modification or waiver hereof of any provision hereof shall in any way be effective against the Lender regardless of any course of dealing among any parties, unless same shall be in writing signed by the Lender. Even then, such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand upon the Borrower or any of the Members shall thereby entitle the Borrower or any of the Members to any other or future notice or demand in the same, similar or other circumstances. Whenever the Lender's consent or approval is required hereunder, the decision whether or not to

give such consent or approval is in the Lender's sole discretion, and the Lender's decision shall be conclusive.

F. Miscellaneous. Captions herein are for convenience only and shall not be deemed to be part of this Certificate and Agreement. This Certificate and Agreement shall be governed by and construed according to the internal substantive laws of Maryland, without regard to the choice of law principles thereof. All agreements, undertakings and obligations of the Borrower and its Members hereunder are joint and several. This Certificate and Agreement shall be binding upon the undersigned's respective heirs, personal representatives, successors and assigns and shall inure to the benefit of the Lender's successors and assigns. If any provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or of the remaining provisions hereof in any jurisdiction.

G. Counterparts; Copies. This Certificate and Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. Copies of this Certificate and Agreement are as effective as originals.

H. Ratification of Prior Acts. The undersigned ratify and confirm all loans, guaranties and other credit and financial transactions heretofore made or effected by the Borrower with the Lender and all promissory notes, guaranties and agreements evidencing, securing, or made in connection with the same.

**[signature page follows]**

**IN WITNESS WHEREOF**, the undersigned, being the Borrower and the Member, have executed this Certificate and Agreement as of the date first set forth above.

**BORROWER:**

A&C Alignment Legacy LLC,
a Maryland limited liability company
A. Hill (SEAL)
By: Akisha Malika Ayanna Hill
Its: Sole Member

**MEMBER(S):**
A. Hill (SEAL)
Akisha Malika Ayanna Hill

**EXHIBIT A**

**(See Articles of Organization attached hereto)**

**EXHIBIT B - See Operating Agreement attached hereto**

# GUARANTY

## IMPORTANT NOTICE

**THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.**

1. In consideration of and to induce advances made or to be made, or other financial accommodations from time to time afforded, or to be afforded to or at the request of **A&C Alignment Legacy** LLC, a Maryland limited liability company (the "Debtor"), as maker, endorser, guarantor, surety, or in any other capacity, and whether primarily or secondarily liable, by **WCP Fund I LLC**, a Delaware limited liability company, in its capacity as Agent (as defined in the Note) under any co-lending agreement, its successors and/or assigns (hereinafter called the "Lender"), the undersigned, **Akisha Malika Ayanna Hill, , ,** (hereinafter called the "Guarantor"), having an address of 5000 Thayer Center Suite C, Oakland MD 21550, hereby absolutely and unconditionally, jointly and severally, guarantees and becomes surety for the full and prompt payment to the Lender at maturity, whether by acceleration or otherwise, of that certain Commercial Deed of Trust Note of even date herewith (as the same may from time to time be amended, restated, modified or supplemented, the "Note") made by Debtor to the order of the Lender in the original principal amount of **$127,890.00**, or so much thereof as may be advanced from time to time, and at all times thereafter of all indebtedness, obligations and liabilities of every kind and nature of the Debtor to the Lender in any way connected to or arising out of the Note or any property given as security for the Note or any document now or hereafter evidencing, securing or issued in connection with the debt represented by the Note (such documents shall hereinafter be referred to as the "Loan Documents"), whether now existing or hereafter created or arising, direct or indirect, matured or unmatured, and whether absolute or contingent, joint, several, or joint and several, and howsoever owned, held or acquired (all of which are hereinafter called the "Guaranteed Debt").

2. In case of any dissolution, liquidation, bankruptcy, reorganization, receivership, assignment, debt arrangement or other proceeding under any bankruptcy or insolvency law or procedure is instituted by or against the Debtor or the Guarantor and not be discharged within thirty (30) days, or in case of any other material adverse change in the Guarantor's finances (to be determined by the Lender it its sole and absolute discretion), or in case any other Event of Default (as defined in the Loan Documents) shall occur under any Loan Document, all Guaranteed Debt shall at the option of the Lender immediately become due and payable from the Guarantor. If acceleration of the time for payment of any Guaranteed Debt is stayed for any reason, including the insolvency or bankruptcy of the Debtor, the Guaranteed Debt shall, at the option of the Lender, for the purpose of this

Guaranty be deemed to have become immediately due and payable by the Guarantor to the Lender.

3. The Guarantor hereby: (i) agrees to any modifications of any terms and/or conditions of any or all of the Guaranteed Debt and/or to any extensions and/or renewals of time of payment or performance by the Debtor or any guarantor(s); that it shall not be necessary for the Lender to resort to legal remedies against the Debtor before proceeding against the Guarantor; and that no release of the Guarantor or any other guarantor, whether by operation of law or by any act of the Lender, with or without notice to the Guarantor, nor any invalidity or partial invalidity of this Guaranty as it relates to the Guarantor, shall release the Guarantor; (ii) waives notice of any election, acceptance, demand, protest, notice of protest and notice of default, presentment for payment, diligence in collection, and waives, to the extent permitted by law, all benefit of valuation and appraisement; (iii) agrees, if the Guaranteed Debt is not paid in accordance with the terms hereof, to pay, in addition to all other sums of money due, all costs of collection including costs of suit and the Lender's reasonable attorneys' fees, whether or not suit is brought; (iv) subordinates all obligations of the Debtor owing to the Guarantor, whether now existing or hereafter arising, to all obligations and Guaranteed Debt of the Debtor now or hereafter owing to the Lender, provided that, absent the existence of an Event of Default, the Guarantor may receive and retain all payments made by Debtor to Guarantor on or in connection with obligations owing by Debtor to Guarantor; (v) forever waives and relinquishes in favor of the Lender and the Debtor any claim or right to payment the Guarantor may now or hereafter have or acquire against the Debtor, by subrogation or otherwise, if now or hereafter (a) the Debtor shall be or become insolvent, and (b) the Guaranteed Debt shall not at all times until paid be fully secured by collateral having a quick liquidation value at least equal to the amount of the Guaranteed Debt outstanding from time to time, so that at no time shall the Guarantor be or become a "creditor" of the Debtor within the meaning of 11 U.S.C. Section 547(b), or any successor provision of Federal Bankruptcy law; and (vi) agrees that the Guarantor's obligations hereunder shall apply to and continue with respect to any amount paid to the Lender on the Guaranteed Debt which is subsequently recovered from the Lender for any reason whatsoever (including, without limitation, as a result of any bankruptcy, insolvency or fraudulent conveyance proceeding), notwithstanding the fact that the Guaranteed Debt may have been previously paid in full or this Guaranty terminated, or both, and the Guarantor agrees to pay the Lender's expenses, including reasonable attorneys' fees, incurred by the Lender in defending any action or proceeding to recover any such amount. Furthermore, the Guarantor's liability hereunder shall in no way be affected or impaired by any of the following (any or all of which may be done or omitted by the Lender without notice to anyone and irrespective of whether the Guaranteed Debt shall be increased or decreased thereby), namely: (w) any acceptance by the Lender of any security or collateral for, or other guarantors or obligors upon, any Guaranteed Debt; (x) any compromise, settlement, surrender, release, discharge, renewal, extension, alteration, exchange, sale, pledge or other disposition of, or substitution for, or indulgence with respect to, or failure, neglect or omission to realize upon, or to enforce, exercise or perfect any liens or right of appropriation or other rights with respect to any Guaranteed Debt or any security or collateral therefor, or any claims against any party or parties primarily or secondarily liable

thereon; (y) the granting of credit from time to time by the Lender to the Debtor in excess of the amount to which the right of recovery under this Guaranty may be limited; or (z) any act of commission or omission of any kind or at any time upon the part of the Lender with respect to any matter whatsoever other than the execution and delivery by the Lender to the Guarantor of an express written release or cancellation of this Guaranty. The Lender shall have the right to determine how, when and what application of payments and credits, if any, whether derived from the Debtor or any other source, shall be made on the Guaranteed Debt, and this Guaranty shall apply to and secure any ultimate balance that shall remain owing to the Lender. GUARANTOR AND THE LENDER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH ARISES OUT OF, OR IN CONNECTION WITH, OR IN ANY WAY PERTAINS TO, THIS GUARANTY, AND/OR ALL OR ANY PORTION OF THE GUARANTEED DEBT, AND/OR THE CONDUCT OF THE RELATIONSHIP BETWEEN OR BY AND AMONG ANY SUCH PARTY OR PARTIES AND ANY OTHER SUCH PARTY OR PARTIES, INCLUDING THE DEBTOR.

4. No postponement or delay on the part of the Lender in the enforcement of any right hereunder shall constitute a waiver of such right and all rights of the Lender hereunder shall be cumulative and not alternative and shall be in addition to any other rights and remedies granted to the Lender in any other agreement, by statute, or by law. As used herein "Guarantor," if there be more than one, shall mean, "all of the undersigned, and each of them", and in such case they are jointly and severally bound, and irrespective of words denoting the singular number, such words shall be construed to include the plural where the context shall require. If any provision hereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Guaranty shall in no way be affected or impaired thereby. No waiver of any rights hereunder, and no modification or amendment of this Guaranty, shall be deemed to be made by the Lender unless the same shall be in writing, duly signed on behalf of the Lender. This Guaranty and the other written loan documents issued in conjunction herewith constitute the entire agreement of the parties.

5. The Guarantor agrees to provide the Lender a copy of its/his/her federal tax returns, including all schedules thereto, within thirty (30) days of filing same. In the event the Guarantor files an income tax extension, proof of such extension will suffice until such time that an actual return is filed. In addition, the Guarantor shall deliver to the Lender, within one hundred twenty (120) days following the end of the calendar year or its fiscal year (as applicable), a financial statement, certified as true, correct and complete in all material respects.

6. This Guaranty shall continue in force in any event for so long as the Debtor shall be indebted to the Lender for the Guaranteed Debt until all Guaranteed Debt shall have been fully paid plus interest, costs and reasonable attorneys' fees as above described.

7. It is expressly understood and agreed that this is a continuing guaranty and that the obligations of the Guarantor hereunder are and shall be absolute under any and all

circumstances, without regard to the validity, regularity or enforceability of the Loan Documents or any other instruments executed in connection therewith (subject to the terms and conditions contained therein). The Guarantor hereby acknowledges receipt and the opportunity to review a true copy of each of said documents.

8. The Guarantor hereby waives notice of the acceptance hereof, presentment, demand for payment, protest, notice of protest, or any and all notice of non-payment, non-performance or non-observance, or other proof, or notice of demand; the Guarantor hereby acknowledges that notice to the Debtor and all other parties set forth in the notice section of the Note shall constitute notice to the Guarantor.

9. The Guarantor further agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the assertion by the Lender of any rights or remedies which it may have under or with respect to the Loan Documents or any other instruments executed in connection therewith, against any person obligated thereunder or against the owner(s) of the premises secured thereby, or by reason of the Lender's failure to exercise, or delay in exercising, any such right or remedy or any right or remedy the Lender may have hereunder or in respect to this Guaranty, or by reason of the adjudication in bankruptcy of any person obligated under this Guaranty or the Loan Documents, the filing of a petition for any relief under the Bankruptcy Act by any such person, or the death of the Guarantor.

10. The Guarantor further covenants that this Guaranty shall remain and continue in full force and effect as to any assignment, sale, modification, extension or renewal of the Loan Documents or any other instrument executed in connection therewith, or the release or exchange of any property covered by the Loan Documents or other collateral for said loan, and that other indulgences or forbearance may be granted under any or all of such documents, all of which may be made, done or suffered without notice to, or further consent of, the Guarantor.

11. The Guarantor agrees that the Lender may, without notice to the Guarantor, sell, assign or transfer all or any portion of the indebtedness, obligations and liabilities of the Debtor or any part thereof, and, in that event, each and every successive assignee, transferee or holder of all or any part of said indebtedness, obligations or liabilities shall have the right to enforce this Guaranty by suit or as holder as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits; provided, however, that the Lender shall have an unimpaired right to enforce this Guaranty with respect to any indebtedness, obligations or liabilities that it has not sold, assigned or transferred.

12. The Guarantor hereby agrees that this Guaranty may be enforced by the Lender against the Guarantor without first resorting to or exhausting any other security or collateral and without first having recourse to the Loan Documents or any of the property encumbered thereby, through foreclosure proceedings, or otherwise; provided, however, that nothing herein contained shall prevent the Lender from suing on the Loan Documents

or from exercising any other rights thereunder, including foreclosure thereof, and if such foreclosure or other remedy is availed of, only the net proceeds therefrom, after deduction of all charges and expenses of every kind and nature whatsoever, shall be applied in reduction of the amount due on the Guaranteed Debt and the Lender shall not be required to institute or prosecute proceedings to recover any deficiency as a condition of payment hereunder or enforcement hereof. At any sale of the collateral given to secure the Guaranteed Debt, or any part thereof, whether by foreclosure or otherwise, the Lender may at its discretion purchase all or any part of such collateral so sold or offered for sale for its own account and may apply against the amount bid therefor the balance due it pursuant to the terms of the Loan Documents. The Guarantor hereby waives the pleading of any statute of limitations as a defense to the obligations hereunder.

13. This is a guaranty of payment and performance and not of collection only.

14. This Guaranty shall be governed in all respects by the laws of the state of **MD** and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

15. Guarantor hereby acknowledges and agrees that Lender, upon the occurrence of a Default which continues unremedied beyond any applicable notice or cure period, has the right (but not the obligation) to deduct from any account(s) of Guarantor maintained with Lender any amounts necessary in order for Lender to pay to itself when due any sum payable by Guarantor hereunder or under any other Loan Document. Lender's right to deduct such sums from Guarantor's account(s) shall not, however, relieve Guarantor from its obligation to make all payments required hereunder or under any other Loan Document as and when required pursuant to the terms hereof or thereof; and Lender shall have no obligation to make any such deductions and no liability whatsoever for any failure to do so.

16. SEVERABILITY

In the event any provision of this Guaranty (or any part of any provision) is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Guaranty; but this Guaranty shall be as if such invalid, illegal or unenforceable provision (or part thereof) had not been contained in this Guaranty , but only to the extent it is invalid, illegal or unenforceable.

**17. CONFESSION OF JUDGMENT. IN THE EVENT ANY DEFAULT OR EVENT OF DEFAULT AND THE EXPIRATION OF ANY NOTICE AND CURE PERIOD SHALL OCCUR HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT EVIDENCING OR SECURING THE INDEBTEDNESS EVIDENCED HEREBY, GUARANTOR AUTHORIZES AND APPOINTS RUSSELL S. DRAZIN TO APPEAR FOR GUARANTOR IN ANY FEDERAL OR**

**STATE COURT OF COMPETENT JURISDICTION IN THE JURISDICTION WHERE THE PROPERTY IS LOCATED OR OF ANY OTHER STATE, TERRITORY OR JURISDICTION OF THE UNITED STATES, OR IN ANY COURT OF COMPETENT JURISDICTION , TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TO ENTER JUDGMENT BY CONFESSION AGAINST GUARANTOR IN FAVOR OF THE LENDER OF THIS GUARANTY FOR ALL AMOUNTS THEN DUE AND PAYABLE UNDER THIS GUARANTY AND ALL OTHER LOAN DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, PRINCIPAL, INTEREST, LATE CHARGES, COURT COSTS, AND AN ATTORNEYS' FEE OF FIFTEEN PERCENT (15%) OF THE PRINCIPAL AND INTEREST THEN DUE HEREUNDER; PROVIDED, HOWEVER, THAT LENDER SHALL NOT SEEK TO COLLECT ANY ATTORNEYS' FEES IN EXCESS OF THE AMOUNT ACTUALLY CHARGED. NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE INVALID, VOIDABLE OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED, AND IT MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS THE LENDER OF THIS GUARANTY SHALL ELECT, UNTIL SUCH TIME AS THE LENDER OF THIS GUARANTY SHALL HAVE RECEIVED PAYMENT IN FULL OF ALL INDEBTEDNESS OF GUARANTOR TO THE LENDER OF THIS GUARANTY.**

**[SIGNATURE PAGE TO FOLLOW]**

**WITNESS** the due execution hereof under seal with the intent of being legally bound as of the date first mentioned above.

**GUARANTOR:**

A. Hill (SEAL)
Akisha Malika Ayanna Hill

COUNTY OF Maryland ) SS:
STATE OF Anne Arundel )

I hereby certify on this 30 day of April, 2026, before me in the jurisdiction aforesaid, did personally appear Akisha Malika Ayanna Hill, , , known or satisfactorily proven to be the person(s) whose name(s) is set forth in the within instrument, and executed the within instrument and acknowledged the same instrument to be his/her act and deed for the purposes herein contained and in the capacity herein stated.

NOTARY PUBLIC

My commission expires: 05-28-2028

ELEONORE FOSSO KAJI SEUMO
Notary Public - State of Maryland
Prince George's County
My Commission Expires May 28, 2028

1121 Cleveland St Baltimore MD 21230
LOAN-009969

Prepared by and return to:
Washington Capital Partners
8401 Greensboro Dr Suite 960
McLean, VA 22102
Attn: Russell Drazin, Esq.

# PURCHASE MONEY DEED OF TRUST

**THIS PURCHASE MONEY DEED OF TRUST**, made effective as of April 30, 2026, by and between **A&C Alignment Legacy LLC**, a Maryland limited liability company, hereinafter referred to as the "Grantor" (index as Grantor), with an address of 5000 Thayer Center Suite C, Oakland, MD 21550, and **Russell S. Drazin**, hereinafter referred to as the "Trustee" (index as Grantee), with an address of 4400 Jenifer Street, NW, Suite 2, Washington, DC 20015.

WHEREAS, Grantor is justly indebted to **WCP Fund I LLC**, a Delaware limited liability company, hereinafter referred to as the "Beneficiary," with an address of 8401 Greensboro Dr, Mclean, VA 22102, in its capacity as Agent (as hereinafter defined) under any co-lending agreement, for money borrowed in the amount of **$127,890.00** ("Loan Amount"), for which amount the said Grantor has made and delivered a certain Commercial Deed of Trust Note of even date herewith, in the original principal amount of the Loan Amount payable to the order of the Beneficiary (the "Note"); and

WHEREAS, the Grantor desires to secure the Beneficiary and any subsequent holder of the Note secured hereby the full and punctual payment of said debt, when and as the same shall become due and payable, as well as any and all renewals and extensions of said Note, or any part thereof, together with interest thereon, and the performance of the covenants and agreements herein and therein contained, and also to secure the reimbursement to the holder or holders of said Note or to the Trustee or substitute Trustee, and any purchaser or purchasers of said Note from the Beneficiary, or grantee or grantees under any sale or sales conducted by the Trustee or Substitute Trustee under the provisions of this Deed of Trust for all money which may be advanced as herein provided for, and for any and all costs and expenses incurred or paid on account of any litigation at law or in equity which may arise in respect to this Deed of Trust, or in respect to the indebtedness or the property herein described, or in obtaining possession of the Mortgaged Property either before or after any sale which may be made as hereinafter provided for.

## ARTICLE I

## DEFINITIONS

1.0 Definitions.

Grantor, Trustee and Beneficiary agree that, unless the context otherwise specifies or requires, the following terms shall have the meaning herein specified, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders:

(a) Beneficiary - The party hereinabove designated as such, its successors and assigns.

(b) Event(s) of Default - Any of the happenings, events, circumstances or occurrences described in Article VII of this Deed of Trust.

(c) Grantor - The party hereinabove designated as such, and that party's heirs, survivors, administrators, executors, successors and assigns.

(d) Impositions - All (i) real estate taxes, and other taxes of every kind and character; and (ii) all water and sewer rents and charges; and (iii) all other public charges, taxes, homeowners association assessments, fees, governmental and non-governmental charges, to the extent any of the foregoing are imposed or assessed upon the Grantor or the Mortgaged Property or arising in respect of the occupancy, use or possession thereof.

(e) Improvements - Any and all buildings, structures, improvements, alterations or appurtenances now erected or at any time hereafter constructed, renovated, or placed upon the Mortgaged Property or any portion thereof and any replacements thereof.

(f) Indebtedness - The principal of and the interest on, and all other amounts, payments and premiums due on account of the Note and all other indebtedness of the Grantor to the Beneficiary payable pursuant to the Note.

(g) Land - The real estate described in "EXHIBIT A" attached hereto and by this reference made a part hereof.

(h) Leases - all leases, subleases, licenses, concessions, tenancies, occupancy agreements and other agreements entered into by or on behalf of Grantor demising, leasing or granting rights of possession or use of all or any portion of the Mortgaged Property, together with all modifications, extensions or renewals thereof now existing or hereafter executed.

(i) Mortgaged Property - The Land, the Improvements. , the Personal Property, all development rights transferred or appurtenant to the Land, all easements and other rights now or hereafter made appurtenant to the Land, all additions and accretions to the Land, all fixtures, machinery, equipment, and appliances at any time attached to, or located in or on the Land in which Grantor has an interest, existing and future development rights, permits and approvals, air rights and other similar land use permits, approvals or entitlements associated with the Land; and all proceeds of any of the foregoing.

(j) Note - The Commercial Deed of Trust Note made by the Grantor payable to the order of the Beneficiary of even date herewith, in the original principal amount of the Loan Amount, and all modifications, renewals, substitutions, and extensions of the aforesaid Note.

(k) Obligations - Any and all of the covenants, promises and other obligations (other than the Indebtedness) made or owing by the Grantor to the Beneficiary pursuant to or as otherwise set forth in this Deed of Trust.

(l) Person - shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

(m) Personal Property -- all "Accounts", "Cash proceeds", "Chattel paper", "Collateral", "Commercial tort claims", "Deposit accounts", "Documents", "Electronic chattel paper", "Equipment", "Fixtures", "General intangibles", "Goods", "Instruments", "Inventory", "Investment property", "Letter-of-credit rights", "Noncash proceeds", "Payment intangibles", "Proceeds", "Software", "Supporting Obligations", and "Tangible chattel paper", as defined in the Uniform Commercial Code, in which Grantor has any interest, whether currently owned or hereafter acquired, including but not limited to all such property relating to, generated from, arising out of or incidental to the ownership, development, use or operation of the Land (whether or not subsequently removed from the Land), including, without limitation, all (i) machinery, tools, appliances, apparatus, equipment, and fittings; (ii) rugs, carpets and other floor coverings; (iii) draperies and drapery rods and brackets, awnings, window shades, venetian blinds and curtains; (iv) lamps, chandeliers, and other lighting fixtures; (v) office maintenance and other supplies; (vi) apparatus, appliances, furniture and furnishings, building service equipment, and building materials, supplies and equipment; (vii) heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers; (viii) Leases, lease guarantees, contracts, contract rights, franchise agreements, licenses, permits and certificates; (ix) tenements, hereditaments and appurtenances; (x) approvals and parcel maps (whether tentative or final), building permits and certificates of occupancy; (xi) management agreements, service contracts, supply contracts or other contracts or agreements; (xii) warranties; (xiii) plans and specifications prepared for construction of Improvements on the Mortgaged Property, or any part thereof, and studies, data and drawings related thereto, including, without limitation, studies, data or reports relating to toxic or hazardous wastes or materials located on the Mortgaged Property, all environmental audits, studies and reports, approvals and agreements, and

contracts and agreements of Grantor relating to the aforesaid plans and specifications or to the aforesaid studies, data, reports and drawings or to the construction of Improvements on the Mortgaged Property; (xiv) sales agreements, marketing studies, feasibility studies, deposit receipts, escrow agreements and other ancillary documents and agreements entered into respecting the sale to any purchasers of any part of the Mortgaged Property and other proceeds of the sale thereof; (xv) deposits made with or other security given to utility companies by Grantor with respect to the Mortgaged Property and/or Improvements; (xvi) advance payments of insurance premiums made by Grantor with respect to, and all claims or demands with respect to, insurance; (xvii) insurance proceeds (including insurance proceeds for insurance not required under the terms of this Security Instrument); (xviii) condemnation awards; and (xix) causes of action, claims, compensation, awards and recoveries for any damage or injury to the Mortgaged Property and/or Improvements or for any loss or diminution in value of the Mortgaged Property and/or Improvements.

(n) Trustee - The parties hereinabove designated as such, their successors and substitutes.

## ARTICLE II

## GRANT

2.0 Grant.

NOW, THEREFORE, the Grantor, in consideration of the premises and of the sum of TEN and NO/100 DOLLARS ($10.00) lawful money of the United States of America, the receipt of which is hereby acknowledged by the Grantor, and in order to secure the payment of the Indebtedness and the Note and the performance and discharge of the Obligations, does by these presents, grant, give, bargain, sell, assign, convey, release, warrant, mortgage, transfer, hypothecate, pledge, set over and confirm unto the Trustee, their successors and assigns forever, in fee simple, the Mortgaged Property, TO HAVE AND TO HOLD the said Mortgaged Property unto the said Trustee, their successors and assigns, forever;

IN TRUST, to secure (a) the payment to the Beneficiary of the Indebtedness and all other sums due under the Note and/or this Deed of Trust, (b) the performance and discharge of the Obligations and of all covenants and agreements in the Note, (c) the performance and discharge of all covenants and agreements in all documents and/or instruments evidencing, securing, or otherwise relating to the Indebtedness (collectively, "Loan Documents") other than the Note and this Deed of Trust, (d) any and all future or additional advances (whether or not obligatory) made by Beneficiary (i) to protect or preserve the Mortgaged Property or the lien or security interest created hereby on the Mortgaged Property, or (ii) for taxes, assessments, or insurance premiums as hereinafter provided, or (iii) for performance of any of Grantor's obligations hereunder or under the other Loan Documents, or (iv) for any other purpose provided herein or in the other Loan Documents (whether or not the original Grantor remains the owner of the Mortgaged Property at the time of such advances), together with interest thereon as provided for in the

Note, and (e) any and all other indebtedness now owing or which may hereafter be owing by Grantor to Beneficiary, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due or to become due, and all renewals, modifications, amendments, restatements, consolidations, substitutions, replacements, and extensions thereof.

2.1 Possession.

Until the occurrence of an Event of Default, the Beneficiary shall promptly permit the Grantor to possess and enjoy the Mortgaged Property.

2.2 Condition of Grant.

The condition of these presents is such that if Grantor shall pay or cause to be paid the Indebtedness as and when the same shall become due and payable under the Note, and shall observe, perform and discharge the Obligations, then Beneficiary and the Trustee shall release and reconvey unto and at the cost of Grantor the Mortgaged Property whereupon this Deed of Trust shall cease and be void and the Mortgaged Property shall be released from the lien hereof at the cost of the Grantor.

## ARTICLE III

## REPRESENTATIONS AND WARRANTIES

3.0 Representations and Warranties.

Grantor hereby represents and warrants to Beneficiary that:

3.1 Validity of Loan Instruments.

(a) The execution, delivery and performance by Grantor of the Note and this Deed of Trust, (i) are within the legal powers of Grantor, and (ii) will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which Grantor is a party or by which they or any of their property is bound or be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated herein; and (b) the Note does, and this Deed of Trust when executed and delivered by Grantor will, constitute the legal, valid and binding obligations of in accordance with their respective terms, subject to the limiting effect of applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general applicability relating to creditor's rights, and the exercise of judicial discretion which may limit certain remedies therein provided.

3.2 Mortgaged Property and Other Property.

Grantor has good and marketable title in fee simple to the Mortgaged Property free and clear of any liens, charges, encumbrances, security interests and adverse claims whatsoever. This Deed of Trust is and will remain a valid and enforceable first lien on the Mortgaged Property. The Grantor has full power and lawful authority to subject the Mortgaged Property to the lien of this Deed of Trust in the manner and form herein contemplated. The Grantor will preserve such title, and will forever warrant and defend the same to the Trustee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

## ARTICLE IV

## AFFIRMATIVE COVENANTS

4.0 Affirmative Covenants.

Until the entire Indebtedness shall have been paid in full, Grantor hereby covenants and agrees as follows:

4.1 Compliance with Laws.

Grantor will promptly, fully and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations, requirements which may be applicable to the manner of use, occupancy, possession, operation, maintenance, alteration, and repair of the Mortgaged Property.

4.2 Payment of Impositions.

Grantor will pay and discharge, or cause to be paid and discharged, not later than the due date thereof or the date any fine, penalty, interest or cost may be added thereto or imposed by or pursuant to law for the nonpayment thereof (whichever date shall first occur) or, at the direction of the Beneficiary, as soon as the same become liens, whether or not then due and payable, any Impositions upon or assessed against the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. The Grantor will, upon the request of the Beneficiary, deliver to the Beneficiary from time to time receipts evidencing the payment of all such Impositions.

4.3 Repairs and Waste.

Grantor will at all times keep and maintain the Mortgaged Property in good order, condition and repair and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, as may be necessary or desirable to accomplish the purposes of this Section. The Grantor will not commit any waste upon the Mortgaged Property or make or permit any change in the use of the

Mortgaged Property which will in any way increase any ordinary fire or other hazard arising out of the operation thereof.

4.4. Insurance.

Grantor will keep the Improvements insured against loss by fire, casualty and such other hazards as may from time to time be required by the Beneficiary for the benefit of the Beneficiary. The Grantor shall maintain such public liability and indemnity insurance as may from time to time be reasonably required by the Beneficiary. All such insurance shall be written in forms, amounts and by companies satisfactory to the Beneficiary and losses thereunder, shall be payable to the Beneficiary pursuant to a standard mortgagee's endorsement. Duplicate originals of each such policy of insurance shall be delivered to the Beneficiary and the Grantor shall provide the Beneficiary with such evidence of the payment of premiums due on account of such insurance as may from time to time be required by the Beneficiary. All such policies shall provide that the same shall not be invalidated by any waiver of the right of subrogation by any insured and shall provide that the carrier shall have no right to be subrogated to the Beneficiary. All such policies shall provide for at least thirty (30) days' prior written notice to all insureds named thereon (including, without limitation, the Beneficiary) prior to any cancellation, surrender or modification thereof, including without limitation, cancellation for nonpayment of premium. The Grantor shall give the Beneficiary prompt notice of any loss covered by such insurance and the Beneficiary shall have the right to join the Grantor in adjusting any loss. Any funds received as payment for any loss under any such insurance shall be paid over to the Beneficiary and shall be applied by the Beneficiary, should there then exist any Event of Default hereunder that is continuing and not cured by Grantor, to the prepayment of the Indebtedness, without premium or penalty, or, should no Event of Default have occurred and be continuing uncured hereunder, then to the reimbursement of Grantor for expenses actually incurred by the Grantor in the restoration or replacement of the Improvements.

4.5 Restoration Following Casualty.

In the event of the happening of any casualty (including, without limitation, any casualty for which insurance was not obtained or obtainable) resulting in damage to or destruction of the Mortgaged Property or any part thereof, the Grantor shall give prompt written notice of the time, nature and extent thereto to the Beneficiary and, as long as no Event of Default exists hereunder that is continuing and not cured by Grantor, then the Beneficiary shall apply the proceeds of insurance to the restoration, repair or replacement of the Mortgaged Property or in the event the casualty was not insured, the Grantor shall, at the sole cost and expense of the Grantor and whether or not the proceeds of insurance, if any, are sufficient for the purpose, promptly commence and diligently continue to restore, repair and replace the Mortgaged Property as nearly as possible to its condition immediately prior to such casualty.

4.6 Performance of Other Agreements.

Grantor will comply in a timely way, and otherwise abide by and perform, all of the terms, agreements, obligations, covenants, restrictions and warranties binding upon the Grantor under any easement, right-of-way, covenant, restriction, or other agreement with respect to or in any manner affecting the Mortgaged Property or any part thereof.

4.7 Further Assurances.

Grantor, at his/her/its sole cost and expense, will make, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfer and assurances as the Trustee or the Beneficiary shall from time to time reasonably require, for the better assuring, conveying, assigning, transferring and confirming unto the Trustee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which the Grantor may be or may hereafter become bound to convey or assign to the Trustee, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust or for filing, registering or recording this Deed of Trust.

4.8 Advances.

In the event the Grantor shall fail to perform any of the covenants contained herein then the Beneficiary, with or without notice to the Grantor, may, but shall not be required to, make advances to perform the same in its behalf, and all sums so advanced shall be a lien upon the Mortgaged Property and shall be secured hereby. Any advance so made shall be charged interest at the default rate provided herein.

4.9 Deposits for Taxes and Related Matters.

Beneficiary shall not require the Grantor to deposit with Beneficiary in escrow those amounts sufficient to discharge over time the Impositions and the premiums on the insurance required pursuant hereto unless an Event of Default has occurred.

4.10 Indemnity - Hold Harmless.

Grantor shall forever indemnify and save the Beneficiary and the Trustee harmless from all loss, liability, damage, costs and expenses, including, without limitation, reasonable attorneys' fees, and title and survey costs, incurred by reason of any action, suit, proceeding, hearing, motion or application before any Court or administrative body in or which the Beneficiary or the Trustee may be or become a party by reason of this Deed of Trust, whether as holder of this Deed of Trust, as mortgagee-in-possession, as successor-in-interest to Grantor, by foreclosure deed or deed in lieu of foreclosure, including, without limitation, with respect to (a) any accident to, injury to or death of persons or loss of or damage to property occurring on or about the Mortgaged Property, (b)any failure on the part of the Grantor to perform or comply with any of the terms, covenants, conditions and

agreements set forth in the this Deed of Trust, (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any other part thereof for construction or maintenance or otherwise, (d) any action brought against any party attacking the validity, priority or enforceability of this Deed of Trust, and/or (e) bankruptcy. All money paid or expended by Beneficiary or Trustee in connection with any of the foregoing, together with interest thereon from day of such payment at the default rate set forth in the Note, shall be so much additional indebtedness secured hereby and, except as otherwise provided herein, shall be immediately and without notice due and payable by Grantor. The obligations of the Grantor under this Section shall survive any foreclosure, deed in lieu of foreclosure, release, termination or satisfaction of this Deed of Trust.

4.11 Lockbox Access.

Grantor to install a combination lockbox on the subject Mortgaged Property and provide said lockbox combination to the Beneficiary. Lockbox is to remain located on property at all times during term of this Deed of Trust. Grantor irrevocably grants permission to Beneficiary and/or Trustee to enter into any improvement on the Mortgaged Property at any time and for any purpose consistent with ensuring Grantor's compliance with the terms and conditions of this Deed of Trust.

4.12 Sign Installation.

Grantor hereby allows Grantee to install a 18x24 sign in the yard of the Mortgaged Property during term of this Deed of Trust.

## ARTICLE V

## NEGATIVE COVENANTS

5.0 Negative Covenants

Until the Indebtedness shall have been paid in full, Grantor covenants and agrees as follows:

5.1 Other Liens - Transfers

Grantor will not, without the prior written consent of the Beneficiary, create or permit to be created or remain, any mortgage, pledge, lien, lease, encumbrance or charge or security interest, or conditional sale or other title retention agreement, with respect to the Mortgaged Property or any part thereof or income therefrom, whether prior or subordinate to the lien of this Deed of Trust, except as otherwise consented to in writing by Beneficiary. Except for any grant, conveyance, sale, assignment or transfer of the Mortgaged Property which is conditioned upon the release of record of this Deed of Trust, the Grantor will not, without the prior written consent of the Beneficiary, make, create or

consent to any grant, conveyance, sale, assignment or transfer of the Mortgaged Property or any part thereof, other than as consented to by Beneficiary.

5.2 Impairment of Security

Grantor will take no action which will in any manner impair the value of the Mortgaged Property or the security of this Deed of Trust.

5.3 Occupancy.

Unless otherwise agreed to in writing by the Beneficiary, Grantor shall not allow any person or persons to occupy the Mortgaged Property during the term of the Note.

## ARTICLE VI

## EMINENT DOMAIN – CONDEMNATION

6.0 Notice.

Grantor shall give the Trustee and the Beneficiary prompt written notice of the actual or threatened commencement of any proceedings under the power of condemnation or eminent domain affecting all or any part of the Mortgaged Property, and the Grantor will deliver to the Trustee and the Beneficiary true and complete copies of any and all documents and papers served upon the Grantor in connection with any such proceedings promptly following receipt thereof by the Grantor.

6.1 Assignment of Condemnation Awards.

Grantor hereby irrevocably assigns, transfers and sets over unto the Beneficiary all right, title, interest and estate of the Grantor in and to any award or payment made in respect of any proceeding under the power of condemnation or eminent domain relating to the Mortgaged Property and initiated subsequent to the recordation of this Deed of Trust.

6.2 Application of Proceeds.

All proceeds received by or for the account of the Beneficiary as a result of, or by agreement in anticipation or in lieu of, any exercise of the power of condemnation or eminent domain with respect to the Mortgaged Property, shall be applied by the Beneficiary in the following order of priority: (a) to reimburse the Beneficiary for all costs and expenses actually and reasonably incurred by the Beneficiary in connection with the collection of such award or payment, including, without limiting the generality of the foregoing, reasonable attorney's fees; and (b) to the prepayment of the amount then due on account of the Indebtedness, without premium or penalty; and (c) to the Grantor. In the event, however, that in the opinion of the Beneficiary such taking will not materially affect the value of the Mortgaged Property, then the Beneficiary may disburse the entire proceeds

of the taking to the Grantor; provided, however, that the Beneficiary shall then have the right to specify the manner in which such proceeds shall be disbursed by the Grantor; and, provided further, that the payment of the proceeds to the Grantor shall not affect the lien hereof or reduce the amount of Indebtedness.

## ARTICLE VII

## EVENTS OF DEFAULT

7.0 Events of Default.

The term "Event(s) of Default" shall mean the occurrence or happening, from time to time, of any one or more of the following or any other occurrences to/by the Grantor (both severally and/or jointly):

7.1 Payment of Indebtedness.

If the Grantor shall default in the payment of any portion of the Indebtedness when and as the same shall become due and payable under the Note.

7.2 Performance of Obligations.

If the Grantor shall default in the due observance or performance of any of the Obligations under the Note or this Deed of Trust.

7.3 Appointment by Receiver.

If by the order of a court of competent jurisdiction, a trustee, receiver or liquidator of the Mortgaged Property or any part thereof, or of the Grantor, shall be appointed and such order shall not be discharged or dismissed within ninety (90) calendar days after such appointment.

7.4 Voluntary Bankruptcy.

If the Grantor shall file a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Bankruptcy Reform Act of 1978, as amended, or any similar law, federal or state, or if, by decree of a court of competent jurisdiction, the Grantor shall be adjudicated a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing his inability to pay his debts generally as they become due, or shall consent to the appointment of a receiver or receivers of all or any part of its property.

7.5 Involuntary Bankruptcy.

If any of the creditors of the Grantor shall file a petition in bankruptcy against the Grantor, pursuant to the Federal Bankruptcy Reform Act of 1978, as amended, or any similar law, federal or state, and if such petition shall not be discharged or dismissed within ninety (90) calendar days after the date on which such petition was filed.

7.6 Judgments.

If final judgment for the payment of money or the establishment of a mechanic's lien shall be rendered against the Grantor and the Grantor shall not discharge the same or cause it to be discharged within thirty (30) calendar days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal.

7.7 Transfer of Mortgaged Property.

With the exception of the sale of the Mortgaged Property, which sale is conditioned upon the release of the Mortgaged Property from the lien of this Deed of Trust, if Grantor shall transfer, or agree to transfer, in any manner, either voluntarily or involuntarily, by operation of law or otherwise, all or any portion of the Mortgaged Property, or any interest therein without, in any such case, the prior written consent of Beneficiary. NOTICE – THE INDEBTEDNESS SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY HEREIN CONVEYED IN TRUST.

7.8 Occupancy.

Grantor represents and covenants to Trustee and Beneficiary that, as of the effective date of this Deed of Trust (at the latest), the Mortgaged Property is vacant. Grantor further covenants to Trustee and Beneficiary that, so long as this Deed of Trust remains a lien against the Mortgaged Property, the Mortgaged Property will remain vacant and Grantor will not permit the Mortgaged Property to be occupied by anyone, including Grantor. Grantor further covenants that, to the extent that the Mortgaged Property was tenanted prior to the effective date of this Deed of Trust, Grantor properly adhered to all tenants rights laws with proper notices and procedures.

7.9 Other Indebtedness

Any default under or breach of any document or instrument evidencing or securing any indebtedness, obligation, or liability of any kind or nature – other than the Indebtedness and the Obligations secured hereby – of Grantor or any guarantor of the Indebtedness, or any of their affiliates, to Beneficiary, whether now existing or hereafter created or arising, direct or indirect, material or immaterial, and whether absolute or contingent, joint, several or joint and severally and howsoever owned, held, or acquired.

7.10 Death or Incapacity

Upon the death or incapacity of the Grantor (if applicable) or of any guarantor of the Indebtedness (if applicable).

## ARTICLE VIII

## DEFAULT AND FORECLOSURE

8.0 Remedies.

If an Event of Default shall occur, then the Trustee or the Beneficiary may, at the option of the Beneficiary, exercise any or all of the following remedies:

(a) Foreclosure Sale. During the continuance of any such Event of Default, the Trustee personally or by its agents or attorneys, upon the instruction of the Beneficiary, may sell the Mortgaged Property, or any part or parts thereof, and all estate, right, title, interest, claims and demand therein, at public auction at such time and place and upon such terms and conditions as the Trustee may deem appropriate or as may be required or permitted by applicable law or rule of court, having first given, advertised, and published such notice of the time, place and terms of foreclosure/public auction by publication in at least one newspaper published or having a general circulation in the county, city or jurisdiction in which the Mortgaged Property is located, once a week for two successive weeks, or by such other methods, if any, as the Trustee or any title insurance company, insuring the lien hereof, may deem appropriate.

(b) Other Remedies. During the continuance of any Event of Default, the Trustee and the Beneficiary may take such other steps to protect and enforce their respective rights, whether by action, suit or proceeding in equity or at law, or in aid of any power granted in the Note or this Deed of Trust, or for the enforcement of any other appropriate legal or equitable remedy, or otherwise, as the Trustee or the Beneficiary may elect.

8.1 Adjournment of Sale.

The Trustee may adjourn from time to time any sale to be made under, or by virtue of this Deed of Trust by announcement at the time and place appointed for such sale or for such adjourned sale; and, except as otherwise provided by any rule of law, the Trustee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

8.2 Conveyance by Trustee.

Upon the completion of any sale or sales made by the Trustee under or by virtue of this Article, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Trustee or an

officer of the court empowered so to do, shall execute and deliver to the purchaser or purchasers a good and sufficient instrument, or instruments, conveying, assigning and transferring all estate, right, title and interest in and to the Mortgaged Property and rights sold. The Trustee is hereby appointed the irrevocable true and lawful attorney of the Grantor in its name and stead to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold and for that purpose the Trustee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, the Grantor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this Article, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Grantor in and to the properties and rights so sold, and shall be a perpetual bar, both at law and in equity, against the Grantor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under the Grantor.

8.3 Purchase by Beneficiary.

In the event of the sale made under or by virtue of this Article, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Beneficiary shall be competent to bid for and acquire the Mortgaged Property or any part thereof.

8.4 Waiver of Redemption - Exemptions Waived.

Grantor will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from attachment, execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Deed of Trust, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; or after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof, and the Grantor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any right, power or remedy herein granted or delegated to the Trustee or the Beneficiary, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Grantor, for herself and all who claim under her, waives, to the extent that it lawfully may, the benefit of any homestead exemption and any and all right to have the Mortgaged Property marshaled upon any sale or foreclosure hereunder.

8.5 Remedies Cumulative and Concurrent.

No remedy conferred upon or reserved to the Trustee or the Beneficiary is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given by this Deed of Trust to the Trustee or the Beneficiary shall be concurrent and may be pursued separately, successively or together against the Grantor; and every right, power and remedy given by this Deed of Trust to the Trustee or the Beneficiary may be exercised from time to time as often as may be deemed expedient by the Trustee or the Beneficiary.

8.6 Application of Proceeds.

The proceeds of any sale made under or by virtue of this Article, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, together with any other sums which may then be held by the Trustee or the Beneficiary pursuant to this Deed of Trust, shall be applied as follows:

(a) First, to the payment of the costs and expenses of such sale, including, without limitation, compensation to the Trustee and the Beneficiary, their respective agents and counsel, and of any judicial or other proceeding wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Trustee or the Beneficiary under this Deed of Trust, and all taxes and assessments due upon the Mortgaged Property at the time of such sale and to discharge any other lien prior to this Deed of Trust, except any taxes, assessments or other liens subject to which the Mortgaged Property shall have been sold.

(b) Second, to the payment of whatever may then remain unpaid on account of the Indebtedness, with interest thereon to the date of payment or as otherwise provided in the Note.

(c) Third, to the payment of any other sums required to be paid by the Grantor pursuant to any provision of the Note or this Deed of Trust, including, without limitation, all expenses, liabilities and advances made or incurred by the Beneficiary under this Deed of Trust or in connection with the enforcement thereof, together with interest on all such advances.

(d) Fourth, to the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same upon the delivery and surrender of the Mortgaged Property sold and conveyed.

## ARTICLE IX

## THE TRUSTEE

9.0 Acceptance - Standard of Conduct

Trustee, by acceptance hereof, hereby covenants faithfully to perform and fulfill the trusts herein created; provided, however, that the Trustee shall be liable hereunder only for gross negligence, willful misconduct or bad faith. In any event, the Trustee shall be indemnified and forever held harmless by the Beneficiary for any action which the Trustee may take pursuant to and in reliance upon the written instructions of the Beneficiary.

9.1 Fees and Expenses.

Grantor shall pay all reasonable costs, fees and expenses of the Trustee, its agents and counsel, incurred in connection with the performance of the Trustee's duties hereunder. Nothing contained in this Deed of Trust shall be construed to require the Trustee to make any advances of funds for the benefit of either the Grantor or the Beneficiary for any reason or purpose.

9.2 Commissions on Sale.

In the event of any sale made under or by virtue of Article VIII of this Deed of Trust, whether made under the power of sale therein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Trustee shall be entitled to retain as compensation a commission of 5.00% of the proceeds of such sale.

9.3 Commission on Advertisement.

Immediately upon the first publication of an advertisement of any sale to be made under or by virtue of Article VIII of this Deed of Trust, whether made under the power of sale therein granted or under or by virtue of judicial proceeding or of a judgment or decree of foreclosure and sale. Trustee shall be entitled to receive as compensation from the Grantor a commission of 2.50% of the total amount then due on account of the Indebtedness and, upon the first publication of any such advertisement, such commission shall be considered earned by the Trustee, payable by the Grantor, and a part of the Indebtedness. The commissions provided for in Sections 9.2 and 9.3 shall not be cumulative.

9.4 Resignation.

Trustee may resign at any time after thirty (30) calendar days' notice in writing to the Grantor and the Beneficiary.

9.5 Acts of Trustee.

In the event more than one person is designated as Trustee herein, then either or any of them may act without the other when the circumstances shall so require and the act of either or any of them shall be considered as the act of both or all.

9.6 Successor Trustee - Substitution.

The Beneficiary may remove the Trustee at any time or from time to time, with or without reason or cause. In the event of the death, removal, resignation, refusal to act or inability to act of the Trustee, or in the sole discretion of the Beneficiary for any reason, without notice to any party, and without application to any court, a successor or substitute Trustee may be appointed by the Beneficiary by a designation in writing of a successor Trustee by the filing for record in the office where this Deed of Trust is recorded of a Deed of Appointment. Such power of appointment may be exercised whenever and as often as the Beneficiary may consider it advisable and the exercise of such power of appointment, no matter how frequently, shall not be considered a termination thereof. Upon the recordation of any such Deed of Appointment, the successor or substitute trustee so appointed shall thereupon without further act or deed, become fully vested with the same title and estate in and to the Mortgaged Property as the Trustee, as aforesaid, and have all of the rights, powers, trusts, duties and authority of the Trustee. Whenever in the Note or this Deed of Trust reference is made to the Trustee, such reference shall be held and construed to mean the Trustee for the time being, whether original successor or substitute.

## ARTICLE X

## RELEASE

10.0 Release of Lien.

The lien of this Deed of Trust shall be released at the expense of the Grantor upon payment in full of the Indebtedness and satisfaction and discharge of the Obligations.

## ARTICLE XI

## MISCELLANEOUS

11.1 Notices.

All notices, demands, requests and other communications pursuant to the provisions of the Note and this Deed of Trust shall be in writing and shall be deemed to have been properly given or served for all purposes when presented personally, or one business day after having been sent by a nationally recognized overnight delivery service or a local courier service, charges prepaid, or three (3) calendar days after having been sent by United States Registered or Certified Mail - Return Receipt Requested, postage prepaid, to the respective addresses as follows:

(a) If to the Grantor, then to: **5000 Thayer Center Suite C, Oakland, MD 21550**

(b) If to the Beneficiary, then to: **8401 Greensboro Dr Suite 960 McLean,VA 22102, with a courtesy copy to Pardo & Drazin, LLC, Attn: Russell S. Drazin, Esquire, 4400 Jenifer Street, NW, Suite 2, Washington, DC 20015**

(c) If to the Trustee, then to them at: **8401 Greensboro Dr Suite 960 McLean, VA 22102, with a courtesy copy to Pardo & Drazin, LLC, Attn: Russell S. Drazin, Esquire, 4400 Jenifer Street, NW, Suite 2, Washington, DC 20015**

Any of the parties may designate a change of address by notice in writing to the other parties. Whenever in this Deed of Trust the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person or persons entitled to receive such notice.

11.2 Severability.

In the event any one or more of the provisions of this Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or operates or would prospectively operate to invalidate this Deed of Trust, then and in either of those events, at the option of the Beneficiary, such provision or provisions only shall be held for naught and the remaining provisions of the Deed of Trust shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

11.3Successors and Assigns.

(a) All of the grants, covenants, terms, provisions and conditions of the Note and this Deed of Trust shall run with and bind the Mortgaged Property and shall apply, bind and inure to the benefit of, the successors and assigns of the Grantor, the successors in trust of the Trustee, and all persons claiming under or through any of them.

(b)Notwithstanding anything to the contrary in this Deed of Trust, (i) there shall be no limitation or restriction on Beneficiary's ability to assign, pledge or otherwise transfer the Indebtedness or other Obligations, and (ii) Beneficiary may at any time assign all or a portion of the Indebtedness and other Obligations to one or more Persons (each a "Transferee") without providing notice to Grantor or obtaining Grantor's consent. Following any such assignment, (i) the Transferee thereunder shall be a party hereto and, have the same rights, benefits and obligations as the Beneficiary hereunder, and (ii) the assigning Beneficiary shall have no further rights hereunder with respect to the assigned portion of Indebtedness and other Obligations. Grantor hereby acknowledges and agrees that any such assignment will give rise to a direct obligation of Grantor to the Transferee and that the Transferee shall be considered to be a "Beneficiary" hereunder. Each Transferee shall have all of the rights, obligations and benefits with respect to the Indebtedness, Obligations, Note, Mortgaged Property and/or Loan Documents held by it as fully as if the original holder thereof. Agent (as hereinafter defined) may disclose to any

Transferee all information, reports, financial statements, certificates and documents obtained under any provision of any Loan Document.

(c)Any assignment pursuant to Section 11.3(b) above may be evidenced by a note, at the election of Beneficiary. Upon written notice from Beneficiary, Grantor shall promptly (and in any event within three (3) business days after any such request) execute and deliver to Agent any such documents as Beneficiary may require to confirm such assignment, evidence the Indebtedness, and/or to otherwise effectuate such assignment including, without limitation, original replacement notes in form and substance satisfactory to Agent and payable to the order of Beneficiary and/or a Transferee in an aggregate principal amount equal to the stated principal amount of the Loan.

(d) Beneficiary shall act as initial administrative noteholder for itself and any Transferee (together with any successor administrative noteholder, the "Agent"). Grantor acknowledges that Agent shall have the sole and exclusive authority to execute and perform this Deed of Trust and each Loan Document on behalf of the Beneficiary, subject to the terms of any co-lending agreement. Grantor shall rely conclusively on the actions of Agent to bind the Beneficiary, notwithstanding that the particular action in question may, pursuant to this Deed of Trust or any co-lending agreement be subject to the consent or direction of another Person. Beneficiary may resign or be replaced as Agent in accordance with the term of any co-lending agreement and upon such removal or resignation, a successor Agent shall be appointed in accordance with the terms of any co-lending agreement.

11.4 Modification - Waiver.

None of the terms or provisions of the Deed of Trust may be changed, waived, modified, discharged or terminated except by instrument in writing executed by the party or parties against which enforcement of the change, waiver, modification, discharge or termination is asserted.

11.5 Captions and Headings.

The captions and headings contained in this Deed of Trust are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.

11.6 Warranty.

The Grantor warrants generally the title to the Mortgaged Property.

11.7 Applicable Law.

This Deed of Trust shall be governed by and construed, interpreted and enforced in accordance with and pursuant to the laws of the jurisdiction in which the Mortgaged Property is located.

11.8 Time of Essence.

Time shall be of the essence of each and every provision of this Deed of Trust of which time is an element.

11.9 Business Purpose.

Grantor warrants that the proceeds of the Note and any and all other secured Indebtedness shall be used exclusively for the acquisition or conduct of a business or commercial enterprise and that the loan evidenced by the Note is a "commercial loan."

11.10 Tenant Leases and Rents.

(a) Grantor does hereby absolutely and irrevocably assign, convey, transfer and set over to Beneficiary all of Grantor's right, title, estate and interest in and to all Leases, rents, issues, income and profits from the Mortgaged Property (collectively, "Income"). Such assignment shall not impose upon Beneficiary any duty to produce income from the Mortgaged Property. Beneficiary hereby grants to Grantor a license to collect, not more than one month in advance, and as trustee for the benefit of Beneficiary, the Income. Grantor shall apply the Income so collected first to payment of any and all amounts due under the Loan Documents and second to the funding of any escrows required under the Loan Documents. Thereafter, so long as no Event of Default exists, Grantor may use the Income in any manner not inconsistent with its obligations under the Loan Documents. The license granted hereby shall be revoked automatically upon the occurrence of an Event of Default hereunder.

(b) Grantor shall not enter into any Lease without the express written consent of Beneficiary. Grantor does hereby absolutely and irrevocably assign, convey, transfer and set over to Beneficiary all of Grantor's right, title, estate and interest in and to all Leases. Such assignment shall not impose upon Beneficiary any duty to produce income from the Mortgaged Property. Beneficiary hereby grants to Grantor a license to operate and manage the Mortgaged Property under any and all Leases. The license granted hereby shall be revoked automatically upon the occurrence of an Event of Default hereunder.

(c) Grantor shall enforce all terms and conditions of all Leases and shall not permit any default by a tenant thereunder to continue longer than necessary to pursue its remedies. Grantor shall perform all of its obligations under and in respect of all Leases. In the event of a default by tenant under a Lease, Grantor shall diligently exercise all rights and remedies available to Grantor therefor, including but not limited to termination, eviction and reletting.

(d) The foregoing subparagraphs (a), (b), and (c) shall not constitute, or be construed to be, Beneficiary's waiver of the requirement set forth herein and the other Loan Documents that the Mortgaged Property be and remain vacant and unoccupied during the

term of the Note and so long as this Deed of Trust remains a lien upon the Mortgaged Property. Waiver of said requirement must be express and in writing separate and apart from foregoing subparagraphs (a), (b), and (c).

11.11 All Obligations.

This Deed of Trust is given to secure certain present and future Indebtedness and Obligations, including future advances, as provided in the Note. This Deed of Trust and the liens created hereby shall secure any and all Indebtedness and Obligations of Grantor to Beneficiary of every nature whatsoever, whether created heretofore or hereafter.

11.12 Assignment of Contracts

Grantor hereby irrevocably and unconditionally assigns its right, title, and interest in and to all contracts executed in connection with the Mortgaged Property and all contract rights arising therefrom. So long as no default or Event of Default exist under this Deed of Trust, the Note or any other Loan Documents, Beneficiary grants a license to Grantor to use the contracts and contract rights for the benefit of the Mortgaged Property. However, upon a default or Event of Default Deed of Trust, Grantor's license shall immediately and automatically be revoked, and Beneficiary, at its option, may assume the contracts; provided, however, Beneficiary shall not be liable for any amounts due under the contracts prior to the effective date of such assumption. Such assignment shall not impose upon Beneficiary any duty to assume or otherwise perform under such contracts.

11.13 Security Agreement.

For the purpose of securing the Indebtedness and Obligations, this Deed of Trust shall constitute a security agreement creating a security interest in (a) all Personal Property of Grantor included within or located on or to be delivered to the Mortgaged Property, including all such items of personal property hereafter acquired, and the proceeds thereof, and (b) all other Personal Property of Grantor relating in any way to the Indebtedness, Obligations, and/or the Loan Documents. Grantor hereby authorizes and agrees to execute and/or authorize such further agreements, instruments, financing statements, continuation statements, and other documents as may be necessary or appropriate to perfect and maintain the security interest herein granted to Beneficiary. Upon the occurrence of an Event of Default hereunder, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code for the jurisdiction in which the Mortgaged Property is located, including, without limitation, the right to take immediate possession of any collateral. Any sale of such collateral may be held as a part of and in conjunction with a sale by Trustee of the Mortgaged Property.

## ARTICLE XII

## STATUTORY PROVISIONS

12.1 Statutory Provisions.

This Deed of Trust is made under and pursuant to the provisions of the statutes and regulations of the jurisdiction in which the Mortgaged Property is located, as amended, and shall be construed to impose and confer upon the parties hereto and Beneficiary all the rights, duties, and obligations prescribed by said statutes and regulations, as amended, except as herein otherwise restricted, expanded, or changed.

**IN WITNESS WHEREOF**, the said Grantor has executed these presents on the year and day first above written.

**[Signature Page to Follow]**

**GRANTOR:**

**A&C Alignment Legacy LLC,**
a Maryland limited liability company

A. Hill (SEAL)
By: Akisha Malika Ayanna Hill
Its: Sole Member

COUNTY OF Anne Arundel ) SS:
STATE OF Maryland )

I hereby certify on this 30 day of April, 2026, before me in the jurisdiction aforesaid, did personally appear Akisha Malika Ayanna Hill, known or satisfactorily proven to be the person(s) whose name(s) is set forth in the within instrument, and executed the within instrument and acknowledged the same instrument to be his/her act and deed for the purposes herein contained and in the capacity herein stated.

NOTARY PUBLIC

My commission expires: 05-28-2028

ELEONORE FOSSO KAJI SEUMO
Notary Public - State of Maryland
Prince George's County
My Commission Expires May 28, 2028

**EXHIBIT A**

**LEGAL DESCRIPTION**

1121 Cleveland St Baltimore MD 21230
LOAN-009969

Prepared by and return to:
Washington Capital Partners
8401 Greensboro Dr Suite 960
McLean, VA 22102
Attn: Russell Drazin, Esq.

# COMMERCIAL DEED OF TRUST NOTE

**April 30, 2026** **$127,890.00**

## IMPORTANT NOTICE

**THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.**

## 1. BORROWER'S PROMISE TO PAY

FOR VALUE RECEIVED, the undersigned, **A&C Alignment Legacy LLC**, a Maryland limited liability company (the "Borrower"), promises to pay to the order of **WCP Fund I LLC,** a Delaware limited liability company, at 8401 Greensboro Dr Suite 960, McLean, VA 22102, in its capacity as Agent (as hereinafter defined) under any co-lending agreement (together with its successors and assigns, the "Lender"), at such address and place, or at such other place or places as the Lender may from time to time designate in writing, the principal sum of **$127,890.00** (the "Loan Amount"), together with interest at the rate hereinafter provided, from the date of this Note (as set forth above) until paid. All amounts due under this Note are secured by a Deed of Trust of even date herewith ("Deed of Trust") on the real property referenced in the Deed of Trust ("Property"). Capitalized terms used in this Commercial Deed of Trust Note (this "Note") and not otherwise defined herein shall retain the meaning ascribed to such term in the Deed of Trust.

Borrower hereby assigns its right, title and interest in and to all contracts and contract rights in connection with the Property, including, but not limited to, plans and permits. So long as no default or Event of Default exist under this Note or the related Deed of Trust, Lender grants a license to Borrower to use the contracts and contract rights to increase the value of the Property. However, upon a default or Event of Default under this Note or the related Deed of Trust, Borrower's license shall immediately and automatically be revoked. **[ASSIGNMENT OF CONTRACTS]**

Borrower expressly and specifically agrees that the entire original principal balance of this Note, or any part thereof, may be withheld from Borrower at the closing on the loan Amount memorialized by this Note and may be funded, if at all, in Lender's sole and absolute discretion. Borrower further expressly and specifically agrees that interest shall accrue on only the total amount of the original principal balance that is disbursed and

released from Lender to Borrower, until repaid. If the loan Amount memorialized by this Note is not funded in whole or in part, so much of it as is unfunded shall be deemed repaid at the Maturity Date (defined below), applied in accordance with this Note. **[FUNDING]**

Borrower agrees to pay before or at the closing on the loan Amount memorialized by this Note **$2,493.86** to Lender as a loan Amount origination fee, **$0.00** to DP Capital LLC for a broker price opinion, and **$1,000.00** to Lender as processing fees and document prep fees. **[POINTS, FEES, AND COSTS]**

The final version of the loan Amount commitment between Borrower and Lender is incorporated herein by reference. In the event of any conflict between the aforementioned loan Amount commitment and this Note, the terms and conditions of this Note shall control. **[LOAN COMMITMENT]**

## 2. INTEREST

Interest shall accrue hereunder at the rate of **10.5%** per annum on the principal.

## 3. PAYMENTS

Payments of interest only shall be due and payable on the first day of each calendar month during the term of the loan evidenced by this Note.

If not sooner paid, the entire balance of the principal of this Note remaining unpaid, plus interest accrued thereon at the aforesaid rate not previously paid, and fees and costs, if any, shall be due and payable by Borrower in full by **April 30, 2027** (the "Maturity Date").

For purposes of computing interest on the debt evidenced hereby, interest shall be calculated on the basis of a three hundred sixty (360) day calendar year applied to the actual number of days funds are outstanding. Payments made on account hereof shall be applied first to the payment of late charges or other fees and costs owed to the Lender, next to the payment of any accrued and unpaid interest, and then to principal, or in such other order or proportion as the Lender, in its sole discretion, may elect from time to time.

The Borrower agrees to pay on demand any expenditures made by the Lender in accordance with the Deed of Trust, including, but not limited to, the payment of taxes, special assessments, condominium assessments, insurance premiums, and the cost of maintenance and preservation of the properties described in the Deed of Trust. At the option of the Lender, all such expenditures may be added to the unpaid principal balance of this Note and become a part of and on a parity with the principal indebtedness secured by the Deed of Trust and other instruments executed herewith, and shall accrue interest at the rate as may be payable from time to time on the original principal indebtedness or may be declared immediately due and payable.

All payments due hereunder shall be made in immediately available funds and constitute payment only when collected and/or the cash is actually received by the Lender.

## 4. BORROWER'S RIGHT TO PREPAY

The Borrower is permitted to prepay the principal indebtedness evidenced hereby in whole or in part prior to the Maturity Date without premium or penalty.

## 5. BORROWER'S FAILURE TO PAY AS REQUIRED

Before the Maturity Date, the entire principal sum outstanding, together with accrued interest thereon (as herein provided), fees and costs, if any, shall at once become due and payable at the option of the Lender without further notice, if any of the following occurs:

a. If default be made in any payment due under this Note;
b. If default be made in the performance of any other covenant contained in this Note;
c. If the legal or equitable title to any part or all of the Property becomes vested in anyone other than the Borrower without the Lender's prior written approval;
d. If default be made in the performance of any covenant under the Deed of Trust (the terms and provisions of which are incorporated herein by this reference as though fully set forth) which shall continue and remain uncured after any applicable grace period specified therein or in a written notice of default from the Lender to the Borrower.

Failure to exercise any of the options aforementioned or the failure to exercise any other option herein or in the Deed of Trust provided for shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Acceleration of maturity, once claimed by the Lender, may at its option be rescinded by an instrument in writing to that effect; however, the tender and acceptance of a partial payment or partial performance shall not, by itself, affect or rescind such acceleration of maturity.

Upon a default in the payment of an amount due under this Note, after the expiration of any applicable grace period, or upon the occurrence of an "Event of Default", as that term is defined in the Deed of Trust, under the Deed of Trust, the holder of this Note may, in the holder's sole discretion and without notice or demand, in addition to any other remedy the holder of this Note may exercise, charge interest to the Borrower which shall accrue on the entire face value of this Note at the rate of **24%** per annum (the "Default Rate"). If judgment is entered against the Borrower on this Note, the amount of such judgment entered (which may include principal, interest, fees and costs) shall bear interest at such Default Rate as of the date of entry of judgment.

Lender reserves the right at its sole discretion, to extend this Note on any date the loan evidenced hereby becomes due in full, either by maturity or by default, without giving notice to junior lienholders. The foregoing shall not imply any consent to any junior liens.

In the event any payment due under this Note, including the final payment, is paid more than five (5) days after the date when the same is due, then the Lender shall be entitled to collect a "late charge" in an amount equal to **10.00%** of such installment. In the event the payment due is the balloon payment of this Note at its maturity, then the Lender shall be entitled to collect a late charge in an amount equal to **10.00%** of the original principal amount of this Note.

In the event it shall become necessary to employ counsel to collect this obligation or to protect the security hereof, the Borrower agrees to pay reasonable attorneys' fees, whether suit be brought or not, and all other costs and expenses reasonably connected with collection, the protection of the security, the defense of any counterclaim, the enforcement (including without limitation, as a part of any proceeding brought under the Bankruptcy Reform Act of 1978, as amended) of any remedies herein provided for, or provided for in the Deed of Trust, and the enforcement of any guaranty.

## 6. OBLIGATIONS OF PERSONS UNDER THIS NOTE

**BORROWER HEREBY CERTIFIES THAT THIS LOAN IS FOR BUSINESS OR INVESTMENT PURPOSES ONLY AND SHALL NOT BE UTILIZED FOR THE PURCHASE OF AN OWNER OCCUPIED PRINCIPAL RESIDENCE.**

**BORROWER FURTHER CERTIFIES THAT THIS PROPERTY SHALL NOT BE RENTED TO OTHERS OR OCCUPIED IN ANY WAY DURING THE TERM OF THIS LOAN. OCCUPANCY OF THE PROPERTY IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE DEFAULT.**

**BORROWER ATTESTS THAT IN THE EVENT OF ANY TENANCY PRIOR TO THE CLOSING OF THIS LOAN, THAT HE/SHE/IT PROPERLY ADHERED TO ALL TENANTS RIGHTS LAWS WITH PROPER NOTICES AND PROCEDURES. ANY ACTION TAKEN TO REMEDY SUCH RIGHTS DURING THE COURSE OF THIS LOAN WILL BE THE FULL RESPONSIBILITY OF BORROWER, AND IN THE EVENT LENDER NEEDS TO EMPLOY COUNSEL TO REMEDY SUCH ACTIONS, LENDER HAS FULL AUTHORITY TO COLLECT ALL REASONABLE ATTORNEYS' FEES AND ADDITIONAL COSTS FROM BORROWER.**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Lender may enforce its rights under this Note against each person individually or against all of such persons together. This means that any one of the Borrowers, guarantors, sureties or endorsers may be required to pay all of the amounts owed under this Note.

This Note shall be the obligation of the makers hereof and shall apply to and bind their respective successors, personal representatives, executors, survivors, heirs, and assigns.

## 7. WAIVERS

The Borrower and any endorsers, guarantors and sureties jointly and severally waive the rights of Presentment, Notice of Dishonor, demand for performance, notice of nonperformance, protests, notice of protest, notice of default, demands, notice of demands, notice of non-payment and other notice and any and all lack of diligence or delays in the collection or enforcement hereof and expressly agree that this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of the Borrower or any endorser, guarantor or surety hereof. "Presentment" means the right to require the Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require the Lender to give notice to other persons that amounts due have not been paid.

The Borrower and any other person who has obligations under this Note waive the benefit of the homestead exemption as to the Property described herein and in the Deed of Trust.

The Borrower hereby (i) covenants and agrees not to elect a trial by jury of any issue triable of right by a jury, and (ii) waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily, by the Borrower, and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue. The Lender is hereby authorized and requested to submit this Note to any court having jurisdiction over the subject matter and the parties hereto, so as to serve as conclusive evidence of the Borrower's waiver of the right to jury trial. Further, the Borrower hereby certifies that no representative or agent of the Lender (including the Lender's counsel) has represented, expressly or otherwise, to the Borrower that the Lender will not seek to enforce this waiver of right to jury trial provision.

## 8. GIVING OF NOTICES

All notices, demands, requests and other communications required pursuant to the provisions of this Note shall be in writing and shall be deemed to have been properly given or served for all purposes when presented personally, or one business day after having been sent by a nationally recognized overnight delivery service or a local courier service, charges prepaid, or three (3) calendar days after having been sent by United States Registered or Certified Mail - Return Receipt Requested, postage prepaid, to the Borrower at:5000 Thayer Center Suite C, Oakland, MD 21550; and to the Lender at the address stated in the first paragraph of this Note.

The Lender and Borrower may designate a change of address by notice in writing to the other party. Whenever in this Note the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice.

## 9. SUCCESSORS AND ASSIGNS

(a) Notwithstanding anything to the contrary in this Note, (i) there shall be no limitation or restriction on Lender's ability to assign, pledge or otherwise transfer its rights and obligations under this Note, and (ii) Lender may at any time assign all or a portion of this Note to one or more Persons (each a "Transferee") without providing notice to Borrower or obtaining Borrower's consent. Following any such assignment, (1) the Transferee thereunder shall be a party hereto and, have the same rights, benefits and obligations as the Lender hereunder, and (2) the assigning Lender shall have no further rights hereunder with respect to the assigned portion of this Note. Borrower hereby acknowledges and agrees that any such assignment will give rise to a direct obligation of Borrower to the Transferee and that the Transferee shall be considered to be a "Lender" hereunder. Each Transferee shall have all of the rights, obligations and benefits with respect to the Indebtedness, Obligations, this Note, Property and/or Loan Documents held by it as fully as if the original holder thereof. Agent (as hereinafter defined) may disclose to any Transferee all information, reports, financial statements, certificates and documents obtained under any provision of any Loan Document.

(b) Any assignment pursuant to Section 9(a) above may be evidenced by a replacement note at the election of Lender. Upon written notice from Lender, Borrower shall promptly (and in any event within three (3) business days after any such request) execute and deliver to Agent any such documents as Lender may require to confirm such assignment, evidence the Indebtedness, and/or to otherwise effectuate such assignment including, without limitation, original replacement notes in form and substance satisfactory to Agent and payable to the order of Lender and/or a Transferee in an aggregate principal amount equal to the stated principal amount of the Loan.

(c) Lender shall act as initial administrative noteholder for itself and any Transferee (*together with any successor administrative noteholder, the "**Agent**"*). Borrower acknowledges that Agent shall have the sole and exclusive authority under this Note and each Loan Document on behalf of the Lender, subject to the terms of any co-lending agreement. Borrower shall rely conclusively on the actions of Agent to bind the Lender, notwithstanding that the particular action in question may, pursuant to the Deed of Trust or any co-lending agreement be subject to the consent or direction of another Person. Lender may resign or be replaced as Agent in accordance with the terms of any co-lending agreement and upon such removal or resignation, a successor Agent shall be appointed in accordance with the terms of any co-lending agreement.

**10. SEVERABILITY; RULES OF CONSTRUCTION**

In the event any provision of this Note (or any part of any provision) is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note; but this Note shall be as if such invalid, illegal or unenforceable provision (or part thereof) had not been contained in this Note, but only to the extent it is invalid, illegal or unenforceable.

As used in this Note, the singular shall include the plural and the plural shall include the singular, where the context shall so require.

Time is of the essence as to all provisions of this Note.

**CONFESSION OF JUDGMENT**

**IF ANY AMOUNT PAYABLE UNDER THIS NOTE IS NOT PAID WHEN AND AS DUE, OR IF BORROWER SHALL OTHERWISE BE IN DEFAULT UNDER THIS NOTE OR UNDER ANY OF THE DOCUMENTS EVIDENCING OR SECURING THIS NOTE OR THE LOAN EVIDENCED HEREBY, BORROWER AND ANY ENDORSERS HEREOF HEREBY IRREVOCABLY APPOINT RUSSELL S. DRAZIN OR ANY OTHER ATTORNEY AUTHORIZED TO PRACTICE LAW IN THE JURISDICTION WHERE THE PROPERTY IS LOCATED TO APPEAR FOR BORROWER, AND IN BORROWER'S NAME TO CONFESS JUDGMENT AGAINST BORROWER, IN ANY FEDERAL OR STATE COURT OF COMPETENT JURISDICTION IN THE JURISDICTION WHERE THE PROPERTY IS LOCATED OR OF ANY OTHER STATE, TERRITORY OR JURISDICTION OF THE UNITED STATES, OR IN ANY COURT OF COMPETENT JURISDICTION,FOR ALL PRINCIPAL, INTEREST AND OTHER AMOUNTS DUE UNDER THIS NOTE, TOGETHER WITH ALL COSTS, EXPENSES AND ACTUAL ATTORNEYS FEES AS SPECIFIED HEREIN. WITH RESPECT TO SUCH APPEARANCES, BORROWER EXPRESSLY WAIVES SUMMONS AND ALL OTHER PROCESS. THE EXEMPTION OF PERSONAL *PROPERTY FROM LEVY AND SALE IS HEREBY EXPRESSLY* WAIVED BY THE BORROWER AND NO BENEFIT OF EXEMPTION SHALL BE CLAIMED BY THE BORROWER UNDER ANY EXEMPTION LAW NOW IN FORCE OR WHICH MAY BE HEREAFTER ADOPTED, INCLUDING BUT NOT LIMITED TO THE BENEFIT OF ANY AND ALL HOMESTEAD EXEMPTIONS WHICH ARE HEREBY WAIVED. BORROWER WAIVES THE BENEFIT OF ANY AND EVERY STATUTE, ORDINANCE OR RULE OF COURT WHICH MAY BE LAWFULLY WAIVED CONFERRING UPON THE BORROWER ANY RIGHT OR PRIVILEGE, OR EXEMPTION, STAY OF EXECUTION, APPEAL OR SUPPLEMENTARY PROCEEDINGS, OR OTHER RELIEF FROM THE ENFORCEMENT, OR IMMEDIATE ENFORCEMENT OF A CONFESSED JUDGMENT OR RELATED PROCEEDINGS ON A JUDGMENT. BORROWER CONSENTS TO VENUE IN THE JURISDICTION WHERE THE PROPERTY IS**

**LOCATED, WITH RESPECT TO THE INSTITUTION OF AN ACTION CONFESSING JUDGMENT HEREON, REGARDLESS OF WHERE VENUE WOULD OTHERWISE BE PROPER. ANY JUDGMENT ENTERED AGAINST BORROWER, WHETHER BY CONFESSION OR OTHERWISE, SHALL BEAR INTEREST AT A RATE WHICH IS THE HIGHEST RATE OF INTEREST BEING PAID BY BORROWER HEREUNDER ON THE DATE OF JUDGMENT. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, OR BY ANY IMPERFECT EXERCISE THEREOF, AND SHALL NOT BE EXTINGUISHED BY ANY JUDGMENT ENTERED PURSUANT THERETO; SUCH AUTHORITY AND POWER MAY BE EXERCISED ON ONE OR MORE OCCASIONS, FROM TIME TO TIME, IN THE SAME OR DIFFERENT JURISDICTIONS AS OFTEN AS THE LENDER OR ITS ASSIGNS SHALL DEEM NECESSARY OR ADVISABLE UNTIL ALL SUMS DUE HEREUNDER HAVE BEEN PAID IN FULL.**

**THE VALIDITY AND CONSTRUCTION OF THIS NOTE AND ALL MATTERS PERTAINING THERETO ARE TO BE DETERMINED ACCORDING TO THE LAWS OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES.**

**[SIGNATURE PAGE TO FOLLOW]**

1121 Cleveland St Baltimore MD 21230
LOAN-009969

**BORROWER:**

**A&C Alignment Legacy LLC,**
a Maryland limited liability company
A. Hill (SEAL)
By: Akisha Malika Ayanna Hill
Its: Sole Member

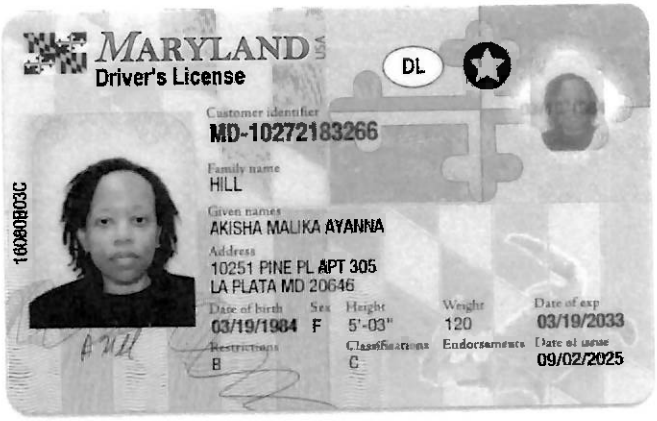
COUNTY OF Anne Arundel ) SS:
STATE OF Maryland )

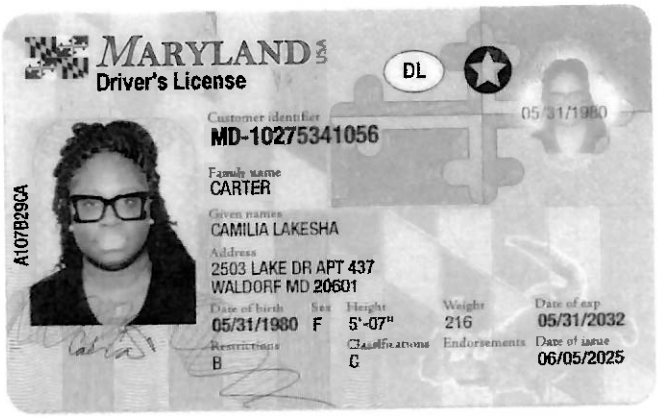
I hereby certify on this 30 day of April, 2026, before me in the jurisdiction aforesaid, did personally appear Akisha Malika Ayanna Hill, , , known or satisfactorily proven to be the person(s) whose name(s) is set forth in the within instrument, and executed the within instrument and acknowledged the same instrument to be his/her act and deed for the purposes herein contained and in the capacity herein stated.

ELEONORE FOSSO KAJI SEUMO
Notary Public - State of Maryland
Prince George's County
My Commission Expires May 28, 2028

NOTARY PUBLIC

My commission expires: 05.28-2028


MARYLAND USA
Driver's License
DL
Customer identifier
MD-10272183266
Family name
HILL
Given names
AKISHA MALIKA AYANNA
Address
10251 PINE PL APT 305
LA PLATA MD 20646
Date of birth
03/19/1984
Sex
F
Height
5'-03"
Weight
120
Date of exp
03/19/2033
Restrictions
B
Classifications
C
Endorsements
Date of issue
09/02/2025
160808C3C


MARYLAND USA
Driver's License
DL
Customer identifier
MD-10275341056
05/31/1980
Family name
CARTER
Given names
CAMILIA LAKESHA
Address
2503 LAKE DR APT 437
WALDORF MD 20601
Date of birth
05/31/1980
Sex
F
Height
5'-07"
Weight
216
Date of exp
05/31/2032
Restrictions
B
Classifications
C
Endorsements
Date of issue
06/05/2025
A107B29CA

WASHINGTON
CAPITAL PARTNERS

GREAT SERVICE
BETTER RATES
FASTER CLOSINGS

# Closing Instruction Letter

April 29, 2026
LOAN-009969

**VIA ELECTRONIC MAIL**

Empress Title

Re: **Closing Instruction Letter**
1121 Cleveland St Baltimore MD 21230
Anticipated Closing Date: April 30, 2026
Commitment No.

Dear :

Please see the following instructions in connection with the above-referenced anticipated closing.

---

The following documents are enclosed:

1. Commercial Deed of Trust Note ("Note")
2. Purchase Money Deed of Trust
3. Business and Investment Affidavit
4. Limited Liability Company Authority Certificate and Borrowing Agreement
5. Guaranty

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Upon confirmation of your receipt of the foregoing, and when you have continued title to date to assure that you have found no matters affecting record title other than those

set forth in the Commitment and you are in a position to cause the issuance of a title insurance policy in accordance with the requirements set forth herein, you are authorized to proceed with closing.

**First**, you are required to ensure that the lender's loan documents are all properly dated and duly executed, that all blanks in them have been filled in, that the name of every signer (including all witnesses and notaries) are typed or printed below each signature line and that **all required exhibits/schedules** (including attaching a legible copy of the legal description where required) to the lender's loan documents, especially those that are to be recorded, have been attached, are properly labeled and properly describe the real property intended to be conveyed or encumbered thereby.

**Second**, you are required to cause the Deed of Trust to be recorded among the land records.

**Third**, we the lender will require the title company to issue to it a full-coverage standard 2006 ALTA mortgagee's policy of title insurance (the "Loan Policy"), with a coverage amount equal to 125% of the loan amount, to WCP Fund I LLC its successors and assigns, as their interests may appear, covering the property described in the Commitment with no exceptions for mechanics' and/or materialmen's liens, recorded and/or unrecorded, insuring that the Deed of Trust is a first and valid lien on the fee simple marketable title to the property described in Exhibit "A" to the Commitment.

**Fourth**, title to the property must be good of record and in fact, and the title insurance policy to be issued pursuant to the Commitment and hereto shall contain only those exceptions as set forth therein. Except as otherwise expressly provided for herein, there are to be no other exceptions, printed form or otherwise.

**Fifth**, you are to insert in the Deed of Trust such additional information as is necessary to comply with the requirements dealing with recordation of such documents, if any.

**Sixth**, when you are in a position to guarantee compliance with each of these instructions, please sign and return a copy of this letter to me via email by pdf file.

---

*After closing, please provide the following to the lender at* ***8401 Greensboro Dr Suite 960 McLean, VA 22102***: ALL ORIGINAL, EXECUTED DOCS SHOULD BE SHIPPED TO THE LENDER WITHIN 24 HOURS OF CLOSING WITH TRACKING INFORMATION PROVIDED

1. The signed and notarized original Note;

2. A copy of the Deed of Trust, certified by you to be a true and correct copy of the document recorded by you, with recording receipt and original recorded deed of trust when available;

3. The signed and notarized original Business and Investment Affidavit;

4. The final Loan Policy of title insurance;

5. The fully-signed final version of the HUD-1 Settlement Statement;

6. The fully-signed Limited Liability Company Authority Certificate and Borrowing Agreement;

7. The signed and notarized original Guaranty.

If you are unable to comply with the conditions of this letter, please inform me of such fact immediately and await further instructions.

Very truly yours,
WCP Fund I LLC

By:
Daniel Huertas

Enclosures

cc: Giselle Bonzi (via email only) (w/ enclosures)

**SEEN AND AGREED:**

**EMPRESS TITLE**

_____

By: _____
Its: _____