When recorded return to:

City of Baltimore, Maryland
Bureau of Revenue Collections
Recordation Tax paid $600.00
03-17-2025 SS

Baltimore City Circuit Court
IMP FD SURE $40.00
RECORDING FEE $75.00

TOTAL $115.00
XAC KMW
Mar 20, 2025 08:53 am

(Space above for Recorder's Use)

THIS INSTRUMENT SECURES PURCHASE MONEY TO THE EXTENT OF $50,000.00 AND IS THEREFORE EXEMPT FROM RECORDATION TAXES IN THE PURSUANT TO ANNOTATED CODE OF MARYLAND, TAX PROPERTY ARTICLE, SECTION 12-108(i).

PURCHASE MONEY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING

THIS PURCHASE MONEY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (this "Deed of Trust") is made and entered into as of the 7 day of March 2025, by **JESSMM INVESTMENTS, LLC** a Maryland limited liability company ("Grantor"), to **DAVID E. MILLER, ESQUIRE**, as Trustee for the benefit of **VIRTUD, LLC** ("Lender" or "Beneficiary").

WITNESSETH:

A. Grantor is justly indebted to **VIRTUD, LLC** having an address at 300 Broadway, Revere, MA 02151 in the principal sum of **ONE HUNDRED TEN THOUSAND DOLLARS NO/100 ($110,000.00)** for money loaned to Grantor by Lender, as evidenced by that certain Purchase Money Promissory Note of even date herewith issued by Grantor to the order of Lender (Lender and any assignee or other lawful owner of the Note being sometimes referred to as the "Holder"), with interest thereon at the rate and on the terms specified in the Note (all of which are hereby incorporated by reference).

B. The Note is a valid, binding and legally enforceable obligation of Grantor, and this Deed of Trust is a valid, binding and legally enforceable instrument to secure payment of the debt evidenced by the Note and the performance of the covenants, terms and conditions set forth herein and in the provisions of the Note, and Grantor's execution, ensealing and delivery of the Note and this Deed of Trust have been in all respects duly authorized.

C. Grantor desires to secure to the Holder the payment or repayment of all sums secured hereby and compliance with the terms, covenants and conditions, expressed or implied, set forth in the provisions of the Note and this Deed of Trust.

NOW, THEREFORE, in consideration of the premises, the respective representations, covenants and agreements hereinafter contained, and of the Grantor's execution and delivery of the Note and of Lender's acceptance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. DEFINITIONS. Certain terms used in this Deed of Trust are defined in this Section 1.1. When used herein, such terms shall have the meanings given to them in this Section 1.1, unless specifically provided otherwise or unless the context clearly indicates otherwise.

"Act of Bankruptcy" means (a) the filing of a voluntary petition in bankruptcy under the United States Bankruptcy Code (11 U.S.C. §§101 et. seq.) or the commencement of proceeding under any other applicable law concerning insolvency, reorganization or bankruptcy, whether federal or state (a "Bankruptcy Proceeding"); or (b) the filing of any answer admitting insolvency or inability to pay one's debts; or (c) failing to vacate or stay any involuntary Bankruptcy Proceeding within sixty (60) days, as hereinafter provided; or (d) being adjudicated a bankrupt, or declared insolvent, or suffering an order for relief in any Bankruptcy Proceeding and failing to have the same discharged or stayed within sixty (60) days; or (e) commencing any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of one or one's debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or seeking to have a trustee, custodian, or receiver appointed for or having any court take jurisdiction of its property, or the major part thereof, in any involuntary proceedings for the purpose of reorganization, arrangement, dissolution, or liquidation, if such trustee, custodian or receiver shall not be discharged or if such jurisdiction shall not be relinquished, vacated or stayed on appeal or otherwise within sixty (60) days; or (f) making an assignment or executing a mortgage for the benefit of creditors; or (g) generally not paying one's debts or admitting in writing one's inability to pay one's debts generally as they become due; or (h) consenting to an appointment of a trustee, custodian or receiver of all of one's property or the major part thereof; or (i) having an order for relief under any title of the United States Bankruptcy Code entered against one and failing to have the same discharged or stayed within sixty (60) days.

"Additions" means any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

"Agent" means any official, officer, employee or agent.

"Beneficiary" means Lender and its assigns (including any other Holder).

"Collateral" means the security for the Loan described in this Deed of Trust and in all of the other Documents, together with all Proceeds thereof and Additions thereto.

"Condemnation" means any taking of title, of use, or of any other property interest for public or private use under the exercise of the power of eminent domain, by any governmental or quasi-governmental body or by any person acting under governmental authority.

"Damage" means (a) any damage, destruction or other injury (in whole or in part), whether or not insured, by fire or other casualty, and (b) any Condemnation. **"Damaged"** means (a) damaged, destroyed or injured (in whole or in part) by fire or other casualty, or (b) taken by Condemnation.

"Deed of Trust" means this Purchase Money Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing between Grantor and the Trustees, covering the Property, or that portion of the Property described herein, together with all Supplements hereto.

"Default Rate" means the Default Rate as defined in the Note.

"Documents" means and includes (without limitation), the Note, this Deed of Trust, and the Loan Agreement (as defined in the Note), each of even date herewith, one or more financing statements, and any and all other documents which Grantor, any guarantors of the Note or any other party or parties or their representatives, have executed and delivered, or may hereafter execute and deliver, to evidence or secure Grantor's Obligations or any part thereof, or any guaranties in connection therewith, together with all Supplements thereto.

"Encumbrance" means any mortgage, pledge, lien, security interest, charge or other encumbrance.

"Equipment Collateral" means all fixtures, equipment and tangible personal property of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to, the Land or the Improvements or any part thereof, and used or usable in connection with any present or future use or operations of the Land or the Improvements or any part thereof, whether now owned or hereafter acquired by Grantor, together with all Additions thereto and all Proceeds thereof.

"Event of Default" means those events of default specified in Section 6.1 hereof.

"Full Insurable Value" means such value as shall be determined from time to time at the request of Grantor or Beneficiary by one of the insurers selected by Grantor and approved by Beneficiary.

"Grantor" means **JESSMM INVESTMENTS, LLC** a Maryland limited liability company.

"Grantor's Obligations" means the obligations of Grantor under the Note and the other Documents to (a) pay the principal of and interest on the Note when and as the same shall become due and payable (whether at the stated maturity thereof, on any installment payment date, or by acceleration of maturity, or otherwise), (b) pay all other payments required by the Note and the other Documents (including, but not limited to any additional sums advanced by Beneficiary or Trustees on account of Grantor, or any late charges) as well as all future advances, to be paid by Grantor to Lender, or to others, when and as the same shall become due and payable, (c) timely perform, observe and comply with all of the terms, covenants, conditions, stipulations, and agreements, express or implied, which Grantor is required by the Note and any of the other Documents, to perform or observe, (d) the performance by Grantor of all obligations of Grantor as landlord under any Lease of all or any portion of the Property, and (e) the payment of all costs and expenses, including court costs, attorneys' fees, witness fees (including fees of expert witnesses), paid, advanced, or incurred by Beneficiary to protect or preserve the Property or the validity or priority of this Deed of Trust, or to enforce the remedies of Beneficiary or Trustees as provided for herein or in the other Documents.

"Holder" means Lender and any other owner from time to time of the Note, their successors and assigns.

"Improvements" means all structures or buildings now or hereafter erected or placed on the Land, and all Additions thereto.

"Indebtedness" means all sums of money secured by this Deed of Trust, which shall include, but not be limited to:

(a) all moneys and all sums of principal, interest and premiums (if any) due or to become due with respect to the Loan under the Note;

(b) all other moneys now or hereafter advanced or expended by the Trustees or by Beneficiary as provided for herein (including, without limitation, all moneys described in Section 5.12 hereof) or in any other of the Documents, or by applicable law; and

(c) all costs, expenses, charges, liabilities, commissions, half-commissions and reasonable attorneys' fees now or hereafter chargeable to Grantor, or incurred by, or disbursed by, the Trustees or Beneficiary on behalf of Grantor as provided for herein, or in any of the other Documents, or by applicable law.

"Land" means that parcel or parcels of land located in Harford County, Maryland, as more particularly described in Exhibit A attached hereto and made a part hereof, together with any and all improvements thereon.

"Law" or **"Laws"** means federal, state and local laws, rules, regulations, orders, ordinances, statutes, restrictions or other requirements of any court or governmental or quasi-governmental authority, agency, commission, board or other instrumentality having jurisdiction.

"Leases" means any and all leases, subleases, licenses, concessions, tenancies and other occupancy agreements covering or encumbering all or any portion of the Land, which may have been heretofore executed or which may be hereafter executed by Grantor, as Lessor, in connection with, or for, the use and occupancy of the Property (or any part thereof), together with any guarantees, supplements, amendments, modifications, extensions and renewals of any thereof, and all additional remainders, reversions, and other rights and estates appurtenant thereto, as the same may be amended from time to time.

"Lender" means **VIRTUD, LLC,** its successors and assigns.

"Loan" means the loan in the maximum amount not to exceed **ONE HUNDRED TEN THOUSAND DOLLARS AND NO/100 ($110,000.00)** made by Lender to Grantor as evidenced by the Note, and secured by, inter alia, this Deed of Trust and the other Documents.

"Net Proceeds" when used with respect to any Condemnation awards or insurance proceeds allocable to the Property, means the gross proceeds from Condemnation or insurance remaining after payment of all expenses (including reasonable attorneys' fees) incurred in the collection of such gross proceeds.

"Note" means the Purchase Money Promissory Note of even date herewith issued by Grantor to the order of Lender, together with all Supplements thereto.

"Notice" means a written communication given by hand delivery or nationally recognized overnight delivery service or two (2) days after mailing by certified mail, postage prepaid, return receipt requested, addressed to the person to whom such communication is to be given.

Any of the persons listed above may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

"Permitted Encumbrances" means as of any particular time, the Encumbrances of title to the Property consented to by Lender, in its sole discretion.

"Person" or **"Persons"** means any natural person, firm, association, partnership, corporation, trust, public body, or other entity.

"Personalty" means all of Grantor's interest in personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property, including, without limitation, (a) the Equipment Collateral, (b) all furniture, fixtures, inventory, supplies, together with all additions, substitutions, replacements, and accessories thereof and therefrom, all accounts receivable, general intangibles, goodwill, choses in actions, contract rights, claims, instruments, chattel paper, partner interest, appurtenances, and other rights or benefits arising from, pertaining to, either presently or hereinafter used or acquired in conjunction with the Property, (c) any accounts (as defined in the Uniform Commercial Code) of Grantor derived from or arising out of the Property, (d) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to this Deed of Trust, and Lender shall have no responsibility for the performance of Grantor's obligations thereunder), and (e) all plans and specifications, contracts and subcontracts for the construction or repair of the Improvements, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance; together with all Additions to the Personalty and Proceeds thereof.

"Proceed" or **"Proceeds"** means, when used with respect to any of the Collateral, all proceeds within the meaning of the Maryland Uniform Commercial Code and shall include the proceeds of any and all insurance policies.

"Property" means the Land, the Improvements, the Equipment Collateral, the Collateral, and all other items of property described in Article III of this Deed of Trust, and all Additions to all of the foregoing.

"Property Taxes" means all taxes, payments in lieu of taxes, water rents, sewer rents, ground rents, benefit charges, bonds, assessments and other governmental or quasi-governmental or municipal or public or private dues, fines, charges and levies and any liens (including federal tax liens) which are or may be levied, imposed or assessed upon the Property or any part thereof or any of the other Collateral, or upon any Leases, or upon the rents, issues, income or profits thereof, whether any or all of the aforementioned be levied directly or indirectly or as excise taxes or as income taxes, or otherwise.

"Rents" means all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of Grantor in and to, and remedies under, any and all Leases, or any part thereof, whether now in existence or hereafter entered into, and all accounts and general intangibles growing out of or in connection with such Leases, together with all Proceeds thereof; and including, without limitation, all cash or Grantor's interest in securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such Leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

"State" means the State of Maryland.

"Supplements" means any and all extensions, renewals, modifications, amendments, supplements and substitutions.

"Taxes" means all taxes, assessments and governmental charges or levies imposed upon the applicable person or on its income or its properties, including, without limitation, all Property Taxes.

"Termination Date" means the date when the principal of, premium (if any) and interest on the Note are paid in full, and all of Grantor's Obligations are fully satisfied.

"Trustees" means the individual trustees acting as trustees under this Deed of Trust, or their successors in trust who may be acting under and pursuant to this Deed of Trust from time to time.

ARTICLE II

RULES OF CONSTRUCTION

SECTION 2.1. RULES OF CONSTRUCTION. The words "hereof," "herein," "hereunder," "hereto," and other words of similar import refer to this Deed of Trust in its entirety.

The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants."

References to Articles, Sections, and other subdivisions of this Deed of Trust are to the designated Articles, Sections and other subdivisions of this Deed of Trust as originally executed.

The headings of this Deed of Trust are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

ARTICLE III

GRANT TO THE TRUSTEES

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that Grantor, in consideration of the premises and the sum of One Dollar ($1.00) lawful money of the United States of America, to it in hand paid, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does irrevocably grant, bargain, sell and convey unto the Trustees, the survivors or survivor of them and their or his or her successors or successor in trust, the Land, in fee simple.

TOGETHER with all right, title and interest of Grantor, including any after-acquired right, title or reversion, in and to the beds of the ways, streets, avenues and alleys, open or proposed, located wholly or partially within the boundary of the Land or adjacent thereto.

TOGETHER with all and singular the rights, alleys, ways, tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, liberties, licenses, franchises, advantages, accessions and privileges now or hereafter appertaining to the Property or any part thereof, including, but not limited to, any homestead or other claim at law or in equity, the reversion or reversions, remainder or remainders thereof, and also all the estate, property, claim, right, title or interest now owned or hereafter acquired by Grantor in or to the Property or any part thereof.

TOGETHER with all timber, crops, mining rights and mineral interests pertaining to the surface or subsurface of the Land.

TOGETHER with all Personalty.

TOGETHER with all Improvements.

TOGETHER with the Equipment Collateral and Grantor's interest in any other personal property affixed to the Land, which so far as permitted by law, shall be deemed to be fixtures and part of the Land and of the Improvements, and as to any personality or other personal property not deemed or permitted by law to be fixtures, this Deed of Trust shall also constitute a security agreement under the Maryland Uniform Commercial Code, and pursuant thereto, and in order to secure the repayment of the Indebtedness and the performance of the obligations intended to be secured by this Deed of Trust, Grantor hereby creates and grants to Beneficiary a continuing security interest under the Maryland Uniform Commercial Code in and to such personal property not deemed or permitted by law to be fixtures, and the Proceeds thereof. With respect to such personal property, Beneficiary shall have all of the rights and remedies of a secured party under the Maryland Uniform Commercial Code.

TOGETHER with Grantor's interest in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any Condemnation, either temporarily or permanently, (b) any change or alteration of the grade or widening of any street or road, and (c) any other Damage to or decrease in value of, the Property or any part thereof, to the extent of all Indebtedness which may be secured by this Deed of Trust at the date of receipt by Beneficiary of any such judgment, award of damages, payment, proceeds, settlement or other compensation, including interest thereon, and of the reasonable counsel fees, costs and disbursements, if any, incurred by Beneficiary in connection with the collection of such judgment, award of damages, payment, proceeds, settlement or other compensation, including interest thereon.

TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

TOGETHER with all right, title, and interest of Grantor, in and to, and remedies under, any and all leases and subleases (including the Leases) of the Property, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable and general intangibles growing out of or in connection with such leases and subleases, together with all proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms; reserving in Grantor, a license, terminable upon the occurrence of an Event of Default, to collect and receive the same.

TOGETHER with all contracts, plans and specifications, surveys, reports, diagrams, drawings, service contracts, accounting records, invoices, change orders, licenses, authorizations, certificates, variances, amounts, approvals and other permits necessary or appropriate to permit the construction, reconstruction, repair or alteration, addition, improvement, use, operation and management of the Property.

TOGETHER with all proceeds of the voluntary or involuntary conversion of any of the foregoing into cash or liquidated claims.

TO HAVE AND TO HOLD the Property and all other interests described above unto the Trustees, the survivors or the survivor of them, and their or his successor or successors in trust, in fee simple.

IN TRUST to secure to Beneficiary and to the Trustees for the benefit of Beneficiary the prompt payment and performance of Grantor's Obligations, which include (without limitation) the following: (a) the prompt payment of the Indebtedness, and (b) the prompt performance of, observance of and compliance with, by Grantor, all of the terms, covenants, conditions, stipulations, and agreements, express or implied, contained herein, or in any of the Documents.

PROVIDED, HOWEVER, that until the occurrence of an Event of Default hereunder, Grantor, shall have the right to remain in quiet and peaceful possession of the Property, and to collect, receive, retain and expend the Rents.

PROVIDED, FURTHER, that if Grantor or Guarantor of the Loan shall pay or cause to be paid to Beneficiary the Indebtedness in full at the time and in the manner stated in the Note, this Deed of Trust and the other Documents at any time before the sale hereinafter provided for, and shall well and truly perform, comply with, and observe each and all of the other Grantor's Obligations then, after proof given to the satisfaction of the Trustees that the Indebtedness has been so paid or satisfied in full, the Trustees shall (upon the receipt of the written request of Beneficiary and at the expense of Grantor) release and discharge the lien and security interest of this Deed of Trust of record.

AND THIS DEED OF TRUST FURTHER WITNESSETH, that Grantor hereby represents, warrants, covenants and agrees as follows, and stipulates that a breach of any of the following representations, warranties, covenants and agreements shall be deemed a breach of a material condition of this Deed of Trust and of the other Documents.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.1. GENERAL. Grantor represents and warrants to Beneficiary as follows:

(a) Authority. Grantor is a limited liability company duly formed and in good standing under the laws of the State of Maryland and has full power and authority to enter into and execute and deliver this Deed of Trust and each of the other Documents executed and delivered by Grantor, and to incur and perform the obligations provided for herein and therein (including the borrowing of the Loan), all of which have been duly authorized by all proper and necessary action and all material governmental licenses, authorizations, consents and approvals required. No consent or approval of any other person or public authority or regulatory body is required as a condition to the validity or enforceability of this Deed of Trust or any of such other Documents, or if required the same has been duly obtained.

(b) Binding Obligations. This Deed of Trust and each of the other Documents executed and delivered by Grantor have been properly executed by Grantor constitute valid and legally binding obligations of Grantor, and are fully enforceable against Grantor in accordance with their respective terms.

(c) Litigation. There is no litigation or proceeding pending or, to the best of Grantor's knowledge, information and belief, threatened before any court or administrative agency

which, in the opinion of the officers of Grantor, will materially adversely affect the financial condition or operations of Grantor or the authority of Grantor to enter into, or the validity or enforceability of, this Deed of Trust or any of the other Documents executed and delivered by Grantor.

(d) No Conflicting Agreements. There is (i) no provision of any existing Encumbrance, contract or agreement binding on Grantor or affecting its property, and (ii) to the knowledge of Grantor, no law binding upon Grantor or affecting any of its property, which would conflict with or in any way prevent the execution, delivery or performance of the terms of this Deed of Trust or of any of the other Documents executed and delivered by Grantor, or which would be in default or violated as a result of such execution, delivery or performance.

(e) Taxes. Grantor has timely and accurately filed or caused to be filed all required federal, state and local tax returns, has never been audited by either the State or federal governments, and has paid all Taxes as shown on such returns as such Taxes have become due.

(f) Liens on Property and Collateral. There exist no Encumbrances (except Permitted Encumbrances) on or with respect to the Property and Collateral. None of the Leases and Rents are subject to any encumbrances other than the Permitted Encumbrances.

(g) Approvals. All certifications, permits, licenses and approvals required for the legal use, occupancy and operation of the Property have been obtained and are in full force and effect. The Property is free of material damage and is in good repair, and there is no proceeding pending or, to the best of Grantor's knowledge, threatened for the total or partial condemnation of, or affecting, the Property.

(h) Existing Improvements. All of the Improvements which were considered in determining the appraised value of the Property lie wholly within the boundaries and building restriction lines of the Property, no improvements on adjoining properties encroach upon the Property, and no easements or other encumbrances upon the Land encroach upon any of the Improvements, so as to affect the value or marketability of the Property. The Property is contiguous to and has access to a physically and legally open all-weather public street, has all necessary permits and approvals for ingress and egress, is adequately serviced by public water, sewer systems and utilities and is on one or more separate tax parcels, all of which are separate and apart from any other property owned by Grantor or any other person. The Property has all necessary access by public roads or easements which in each case are not terminable and are not subordinate to any mortgage other than this Deed of Trust. The Property and all of the Improvements comply with all laws, ordinances or regulations pertaining to the use or operation of the Property, including, without limitation, applicable zoning, subdivision and land use, fire, health and safety laws, regulations and ordinances.

(i) Leases. The Property is not subject to any leases, licenses or other use or occupancy agreements other than the Leases described in the rent roll delivered to Beneficiary in connection with this Deed of Trust. No person has any possessory interest in the Property or right to occupy any portion thereof except under and pursuant to the provisions of the Leases.

(j) Full Disclosure. Neither this Deed of Trust, nor any Document furnished by Grantor in connection with the Loan, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein and therein not misleading. There is no fact which Grantor has not disclosed to Beneficiary in writing which materially and adversely affects nor, so far as Grantor can now foresee, is reasonably likely to affect materially and adversely the business, prospects or condition (financial or otherwise) of Grantor, or the operation and use of the Property, or performance under the Documents.

(k) Environmental Compliance. The Property (including the surface water and ground water) is free of any amounts of waste, debris or contamination which violates

Federal, State or local laws or regulations, including: (i) "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (ii) "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (iii) "oil, petroleum products, and their by-products" as defined by the Maryland Natural Resources Code Ann, §8-1411(a)(3), as amended from time to time; (iv) "hazardous substance" as defined by the Maryland Health Environmental Code Ann., Title 7, subtitle 2, as amended from time to time, and regulations promulgated thereunder; (v) asbestos-containing materials in whatever form unless such materials have been contained in a manner consistent with applicable law, (vi) lead paint or lead paint dust in violation of applicable law, and (vii) any substance the presence of which on the Property is prohibited by any law similar to those set forth in this Section. Grantor has not used any of the substances described in this subsection (vi) on, from or affecting the Property in any manner which violates any applicable laws, and, to the best of Grantor's knowledge, no prior owner of the Property or any tenant or subtenant thereof has used such substances on, from, or affecting the Property in any manner which violates any applicable laws.

(l) USA Patriot Act. Neither Grantor or any Guarantor, nor any affiliate of Grantor or any Guarantor, is identified in any Blocked Persons List. "Blocked Persons List" means any list of known or suspected terrorists published by any United States government agency, including, without limitation, (i) the annex to Executive Order 13224 issued on September 23, 2001 by the President of the United States and (ii) the Specially Designated Nationals List published by the United States Office of Foreign Assets Control.

SECTION 4.2. WARRANTY OF TITLE. Grantor represents and warrants to Beneficiary that at the time of the execution and delivery of this Deed of Trust, Grantor is owner of the fee simple interest to, and is lawfully seized and possessed of, the Land. Grantor represents and warrants to Beneficiary that Grantor has the right and authority to convey and encumber the Property, and does hereby warrant specially, and agree to defend the Property and the title thereto, whether now owned or hereafter acquired, against all claims and demands by any person claiming by, through or under Grantor.

SECTION 4.3. PURPOSE OF LOAN. Grantor represents and warrants that the Loan evidenced and secured by the Documents is a "commercial loan" within the meaning of the Commercial Law Article of the Annotated Code of Maryland (2013 Replacement Volume, as amended).

SECTION 4.4. CONTINUING NATURE OF REPRESENTATIONS AND WARRANTIES. Grantor hereby represents, warrants, covenants and agrees that the representations and warranties made by Grantor in this Article IV shall remain true and accurate in all respects throughout the term of the Loan.

ARTICLE V

COVENANTS AND AGREEMENTS

SECTION 5.1. PAYMENT AND PERFORMANCE OF GRANTOR'S OBLIGATIONS. Grantor will punctually pay to the Beneficiary the principal of and interest on the Loan according to the terms of the Note, together with all other Indebtedness secured hereby, as and when the same shall become due and payable, and shall punctually keep and perform each and all obligations contained in the Documents executed by Grantor.

SECTION 5.2. FURTHER ASSURANCES. At any time, and from time to time, upon request by Beneficiary, Grantor, at the sole expense of Grantor, will make, execute, deliver and record or cause to be made, executed, delivered and recorded, any and all further instruments,

certificates, and other documents as may, in the reasonable opinion of Beneficiary, be necessary or desirable in order to effectuate, complete, perfect or continue and preserve the obligations of Grantor under the Note and the lien of this Deed of Trust, including all supplements to the same. Upon any failure by Grantor to do so, Beneficiary may make, execute and record any and all such instruments, certificates and documents for and in the name of Grantor, and at the sole expense of Grantor, and Grantor hereby irrevocably appoints Beneficiary the agent and attorney-in-fact of Grantor to do so, this appointment being coupled with an interest. Beneficiary may, at its option, advance the expenses incurred in making, executing and recording any and all such instruments, certificates and documents, and such sums advanced, with interest, will be repaid to Beneficiary by Grantor as provided in Section 5.12 hereof.

SECTION 5.3. INSURANCE. Grantor will keep the Property insured for the benefit of Beneficiary against such risks and in the manner provided in this Section 5.3.

(a) Insurance of Property. So long as there exist any Improvements on the Property, Grantor will keep or cause the Property to be kept insured against loss or damage from:

(i) the perils of fire and hazards ordinarily included under standard extended coverage endorsements, vandalism, malicious mischief, sprinkler leakage and water damage, increased cost of construction endorsement, contingent liability from operation of building laws and demolition cost endorsement, in amounts necessary to prevent the application of any coinsurance provisions of the applicable policies to the greater of (i) the full insurable value thereof within the terms of applicable policies (exclusive of foundation and footings), or (ii) the maximum amount of the Loan, in any event with a deductible approved by Beneficiary; and

(ii) boiler or pressure vessel explosion and machinery coverage (if there are boilers or pressure vessels located on the Property) in an amount customarily carried in the case of similar operations; and

(iii) business interruption insurance in an amount approved by Beneficiary.

The term "full insurable value," as used in (i) above, means such value as shall be determined from time to time at the request of Grantor or Lender by one of the insurers selected by Grantor and acceptable to Lender.

If required by Lender, or if any of the improvements on the Property or the use of the Property shall constitute legal non-conforming structures or uses or if Lender shall otherwise require such coverage, such insurance policy shall include an "Ordinance or Law Coverage" or "Enforcement" endorsement providing coverage in the followings amounts: (i) "Coverage A" against loss of value to the undamaged portion of the improvements shall be for the full replacement cost, (ii) "Coverage B" against the cost of demolition shall be in an amount equal to ten percent (10%) of the total value of the improvements, and (iii) "Coverage C" against increased cost of reconstruction shall be in an amount equal to twenty percent (20%) of the total value of the improvements.

(b) General Public Liability and Workmen's Compensation Insurance. Grantor shall maintain or cause to be maintained commercial general public liability insurance, and during the period of any construction, contractor's protective liability insurance and workmen's compensation insurance, in amounts usually carried by similar operations against claims for bodily injury or death occurring upon, in or about the Property, all including explosion and collapse coverage, with such insurance (other than workmen's compensation insurance) to afford protection on an occurrence basis, with limits of coverage of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. Such commercial general public liability insurance policy shall be endorsed to name Lender as insured thereunder, as its interest may appear.

(c) Builder's Risk Insurance. During any period of construction upon the Property, Grantor shall maintain, or cause Tenant, any contractor or others to maintain, builder's risk insurance in All Risk Builder's 100% Completed Value Non-Reporting Form which shall cover the Land, the Improvements, the Property and all materials to be used in connection with any construction on the Property, and including an explosion, collapse, and underground endorsement.

(d) Flood Insurance. If at any time the Property is in an area that has been identified by the Federal Insurance Administration as having special flood and mudslide hazards, and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, or the Flood Disaster Protection Act of 1973, or the National Flood Insurance Reform Act of 1994, as each may be amended, or any successor law, Grantor shall purchase and maintain a flood insurance policy in the full insurable value of the Property, or the full amount of the flood insurance available. In the event that the Property is not in an area having special flood and mudslide hazards, Grantor shall deliver to Beneficiary upon request, a certificate or letter issued by its insurance company stating that the Property is not in such a flood or mudslide hazard area.

(e) Building Materials and Fixtures. Grantor shall obtain and maintain insurance on all on-site uninstalled and in-transit building materials and fixtures, and all furniture, fixtures and equipment necessary for the operations of the Land, the Building and the Property, and in addition to coverage under the foregoing, insurance against loss by burglary, theft, or mysterious disappearance.

(f) Additional Insurance. Grantor shall obtain and keep in force such other and further insurance as may be reasonably required from time to time by Lender and which is usual and customary for properties of this type in the general geographical area.

(g) Specific Requirements with respect to Insurance. The following provisions shall apply with respect to the insurance coverage required by Section 5.3 hereof:

(i) Insurance Companies. All insurance required by this Section 5.3 hereof shall be carried with responsible insurance companies selected by Grantor, and may be effected by endorsement of blanket insurance policies; provided, however, that all policies of insurance shall be written by companies of recognized standing which are authorized to do business in the State and are rated by national rating organizations at a level acceptable to Lender in its sole discretion.

(ii) Evidence of Insurance. Grantor shall deliver to Lender, promptly and upon the execution and delivery of this Deed of Trust, duplicate originals of the insurance policies required by Section 5.3, or, at Lender's sole option, original certificates of insurance, evidencing such insurance coverage as described in Section 5.3, and Grantor shall deliver to Lender, at least thirty (30) business days prior to the expiration of any such insurance, binders evidencing the renewal of such insurance and the payment of the premiums therefor.

(iii) Mortgagee Clauses. The insurance policies or certificates of the policies required by subsections (a), (c), (d), and (e) of Section 5.3 hereof and all renewals thereof are hereby assigned to, and shall be deposited with and held by, Lender, and as collateral and further security for Grantor's Obligations, shall have attached thereto standard noncontributing, nonreporting mortgagee clauses in favor of and entitling Lender, without contribution, as sole loss payee, to collect any and all proceeds payable under such insurance as its interest may appear, all to be in form acceptable to Lender. As to the insurance policy required under subsection (b) above, Lender shall be named as an additional insured thereunder.

(iv) Cancellation. Grantor shall immediately notify Lender of any cancellation of or change in any insurance policy, and each such insurance policy to be provided under Section 5.3 hereof shall contain an agreement by the insurer that it will not modify or cancel such policy except upon at least thirty (30) calendar days' prior written notice to Lender, and that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of Grantor which might, absent such agreement, result in a forfeiture of all or part of such insurance payment.

(v) Collection and Adjustment of Insurance. Grantor hereby authorizes Lender, at the option of Lender, to adjust and compromise any losses under any of such insurance policies of Grantor. The Net Proceeds of such insurance, whether adjusted by Lender or Grantor, shall be collected by Lender and held in trust to be applied only as set forth in Section 5.6 hereof.

(vi) Failure of Grantor to Effect Insurance. Grantor shall promptly pay or cause to be paid when due any and all premiums on all such insurance. Should Grantor fail or fail to cause to effect, maintain or renew any of the insurance required by Section 5.3 in the required amounts, or to pay the premiums therefor, or to deliver to Lender any of such certificates, then in any of such events Lender, at its option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure any such insurance shall be payable by Grantor to Lender with interest, on demand, at the default rate set forth in the Note; however, it is expressly understood that procurement by Lender of any such insurance shall not be deemed to waive or release the default of Grantor, or the right of Lender, at Lender's option, to exercise the remedies hereinafter set forth upon the occurrence of an Event of Default.

(vii) Sale under the Deed of Trust. In the event of a sale of all or any part of the Property pursuant to the provisions of the Deed of Trust, Lender shall, to the extent of its interest therein, succeed to all the rights and interests of Grantor, including any right of Grantor to unearned premiums, in and to all such policies of insurance.

(viii) Separate Insurance. Grantor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required hereunder, unless Beneficiary is included therein as a named insured, with loss payable as required in this Deed of Trust. Grantor shall immediately notify Beneficiary whenever any such separate insurance is applied for and shall promptly deliver to Beneficiary the policy or policies or binders evidencing the same.

(ix) Contravention of Insurance. Grantor will not do or permit anything to be done on or about the Property that will affect, impair or contravene any policies of insurance that may be carried on the Property, or any part thereof, or the use thereof against loss or Damage by fire, casualty, public liability, or otherwise.

SECTION 5.4. PROPERTY TAXES; TAX. Subject to its right to contest as set forth in subsection (c) below, Grantor will promptly pay in full and discharge all Property Taxes not less than ten (10) days before delinquency and before any penalty for non-payment attaches thereto. Grantor, upon payment of any of the Property Taxes, will exhibit to Beneficiary, upon demand, the receipted bills therefor, prior to the day upon which the same shall become delinquent. If Grantor fails to pay or cause to be paid the Property Taxes (or any deficiency as hereinafter set forth) at the time or in the manner provided in this Section, Beneficiary may, at its option, pay such Property Taxes, and Grantor shall pay to Beneficiary the amount of any Property Taxes so paid, with interest thereon, as provided in Section 5.12 hereof.

(a) Tax and Insurance Escrow. If required by Beneficiary during the continuance of an Event of Default, in addition to, together with, and at the same time and place as any installments of principal of or interest on the Note are to be paid, Grantor shall pay to Beneficiary, an amount which shall be estimated by Beneficiary in its sole discretion from time to time, to be

sufficient to enable Beneficiary to pay (out of the moneys so paid by Grantor) at least thirty (30) days before due, all Property Taxes and premiums on the insurance required under Section 5.3 hereof, which sums shall be held by Beneficiary in a non-interest-bearing account to pay the Property Taxes and such premiums. Upon the occurrence of an Event of Default under any of the Documents, Beneficiary may apply any sums so deposited to Grantor's Obligations in such order and in such manner as Beneficiary may determine. If funds accumulated under the terms of this subsection (a) are not sufficient to pay the Property Taxes and insurance premiums when and as the same are due and payable, Grantor shall pay on demand the amount of any such deficiency.

(b) Additional or New Taxes. In the event (i) additional recordation, documentary or transfer taxes or stamps are required to be paid with respect to this Deed of Trust or (ii) of the passage of any law subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of deeds of trust or debts secured by deeds of trust or the manner of collecting any such taxes so as to adversely affect Beneficiary (including, without limitation, a requirement that internal revenue stamps be affixed to this Deed of Trust), Grantor will promptly pay any such tax upon request. If Grantor fails to make such prompt payment, or if any such law prohibits Grantor from making such payment or would penalize Beneficiary if Grantor makes such payment, then the entire outstanding and unpaid balance of the Loan and all unpaid interest accrued thereon shall, without notice, immediately become due and payable at the option of Beneficiary. In no event, however, shall any income taxes of Beneficiary or franchise taxes of Beneficiary, measured by income, or taxes in lieu of such income taxes or franchise taxes, be required to be paid by Grantor.

(c) Right of Grantor to Contest. Notwithstanding any of the foregoing provisions, so long as no Event of Default has occurred hereunder, Grantor shall have the right, without creating an Event of Default hereunder, to contest the validity or amount of any Property Taxes by timely and appropriate proceedings, provided that Grantor shall (i) give Beneficiary written notice of its intention to contest, (ii) diligently prosecute such contest, (iii) at all times effectively stay or prevent any official or judicial sale of the Property or any part thereof by reason of nonpayment of any such Property Taxes, and (iv) establish reasonable reserves for such liabilities being contested if Beneficiary reasonably determines such reserves to be necessary.

SECTION 5.5. CONDEMNATION. Beneficiary is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Grantor's name, any action or proceeding relating to any Condemnation of the Property or any part thereof, and to settle or compromise any claim in connection therewith. Beneficiary shall not settle or compromise any claim in connection with any Damage or taking without the prior written consent of Grantor, which consent shall not be unreasonably withheld. No settlement for the Damages sustained thereby shall be made by Grantor without Beneficiary's prior written approval thereof, which approval shall not be unreasonably withheld. Notwithstanding any Condemnation or other Damage to or decrease in the value of the Property by any public or quasi-public person, Grantor will continue to pay the Indebtedness as and when the same shall become due and payable and any reduction in the Loan resulting from the application by Beneficiary of any Condemnation awards shall be deemed to take effect only on the date of such receipt. All or any part of any Condemnation awards so received shall be deposited and applied in the same manner as set forth in Section 5.6 hereof.

SECTION 5.6. APPLICATION OF NET PROCEEDS.

(a) If, at any time prior to the repayment in full of all of the Indebtedness, the Property or any part thereof is Damaged either temporarily or permanently, Grantor shall promptly notify Beneficiary of any loss, whether covered by insurance or not. Borrower shall be obligated to continue to pay the Indebtedness in the manner provided in the Note and the Net Proceeds resulting from any event described in this Section will be deposited with the Beneficiary and applied, at the

sole option of the Beneficiary, subject to the terms hereof, either (i) as a credit upon the Indebtedness or (ii) to the repair, rebuilding, restoration or alteration of that portion of the Property which was Damaged (in which event the Beneficiary shall not be obligated to see to the proper application thereof nor shall the amount so applied be deemed a payment on the Indebtedness) or to the acquisition of other land (in the case of a Condemnation). Subject to the terms hereof, Beneficiary is authorized, at its sole option, (1) to settle and adjust any claim under insurance policies which insure against such risks and to deduct therefrom costs and expenses of collection (including reasonable attorney's fees and expenses), or (2) to allow Grantor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Beneficiary is authorized to collect and give receipt for any such insurance money. Notwithstanding the foregoing, so long as no Event of Default shall then be continuing, Grantor shall have the right (x) to adjust any claim under insurance policies which insure against such risks and, (y) provided that Grantor shall have given the Beneficiary written notice at least five (5) days in advance, to settle such claim with the insurance company or companies. Any and all insurance proceeds received by Beneficiary by reason of any damage or destruction of the Property shall be held by Beneficiary without any allowance of interest and without obligation to see the sums so applied and used.

Notwithstanding the foregoing, in the event of Damage to the Property for which the cost of repair or restoration does not exceed Fifty Thousand Dollars ($50,000.00), Beneficiary agrees that it shall permit the Net Proceeds to be used for such repair and restoration of the Property, in a manner approved in writing by Beneficiary, so long as (i) no Event of Default has occurred and is continuing under any of the Documents, and (ii) in the sole opinion of Beneficiary, (A) there has been no impairment to the creditworthiness of Grantor, and (B) such replacement will not result in any decrease in value or other impairment to the Property or any other security for the Loan, including the ability of Grantor to deliver the Property in a timely fashion under any Lease.

(b) In the event of loss or damage by fire or other casualty for which the cost of repair or restoration exceeds Fifty Thousand Dollars ($50,000.00), Beneficiary is authorized, at its sole option, (i) to settle and adjust any claim under insurance policies which insure against such risks and to deduct therefrom costs and expenses of collection (including reasonable attorney's fees and expenses), or (ii) to allow Grantor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Beneficiary is authorized to collect and give receipt for any such insurance money. So long as (x) no Event of Default has occurred and is continuing under any of the Documents, (y) any Leases for the Property shall remain in full force and effect and unmodified or any such Leases are replaced by Leases acceptable to Beneficiary, and (z) in the sole opinion of Beneficiary, (A) there has been no impairment to the creditworthiness of Grantor, and (B) such replacement will not result in (1) any decrease in value or other impairment to the Property or any other security for the Loan, or (2) any impairment to the creditworthiness of Grantor, then, in such event any and all insurance proceeds received by Beneficiary by reason of any damage or destruction of the Property shall be held by Beneficiary without obligation to see the sums so applied and used, and made available to Grantor for the cost of the rebuilding or restoration of Improvements on the Property. The disbursement of the Net Proceeds by Beneficiary to Grantor for such restoration shall be in accordance with such procedures as Beneficiary normally utilizes at such time for loans for construction of new improvements.

SECTION 5.7. ASSIGNMENT OF LEASES AND RENTS.

(a) As further and additional security for the due performance and observance of Grantor's Obligations, Grantor hereby assigns and transfers to Lender (i) all right, title and interest of Grantor in and to all Leases of any or all of the Property, now or hereafter entered into, and all extensions and renewals thereof and all guaranties thereof, and (ii) the immediate and continuing right to collect and receive all of the Rents, income, receipts, revenues, issues and profits payable to Grantor pursuant to each Lease; provided, that Grantor shall have a license, terminable by Lender upon the occurrence of an Event of Default to collect any or all of the Rents when due, to hold

them as a trust fund, and to apply them to the payment of (x) any Taxes having priority over the lien created by this Deed of Trust, (y) the premiums for insurance which Grantor is obligated to pay pursuant to the terms of this Deed of Trust, and (z) the principal, interest and any other sums then due and secured by this Deed of Trust, before using any part of the Rents for any other purpose. Upon the occurrence of an Event of Default, the license granted to the Grantor herein shall be automatically and immediately revoked without notice to the Grantor. Upon the revocation of such license, the Trustees shall notify all tenants under the Leases that the Trustees will thereafter collect all Rents directly and not through the Grantor. The foregoing general assignment of Leases and Rents shall have priority over any future specific assignment of any of the Leases and the Rents to any person other than Lender.

(b) Grantor hereby represents and warrants to Lender that there is not now in effect any previous assignment or transfer in any manner of any of the Leases or the Rents that survive settlement of the Loan from Lender to Grantor.

(c) Any Leases now in existence are, and the Leases to be hereafter executed and delivered will be valid, and enforceable, and the Grantor is the owner of the entire lessor's interest therein.

(d) Grantor hereby agrees (i) to perform and observe all of the covenants and conditions to be performed or observed by the landlord under each Lease, (ii) to give prompt notice to Lender of any failure of Grantor so to perform and observe, (iii) to enforce the performance and observance of all covenants and conditions to be performed or observed by the tenant or guarantor under each Lease, (iv) to appear in and defend any action or proceeding arising out of or connected with any Lease, in Grantor's name and, at Lender's request, in Lender's name but at Grantor's expense, and (v) to pay all costs and expenses of Lender in connection with such action or proceeding. Notwithstanding the foregoing, the requirements of this subsection (d) shall not apply to any lease that has a term of six (6) months or less.

(e) Grantor hereby agrees that, without obtaining Lender's prior written consent thereto, Grantor will not (i) receive or collect (in cash, by promissory note or otherwise) any Rents for a period of more than one (1) month in advance of the date on which they accrue under the provisions of the Leases; (ii) assign or transfer in any manner any future payment of the Rents or any of Grantor's rights under any Lease to any person other than a person lawfully succeeding, subject to this Deed of Trust, to all of Grantor's right, title and interest in and to all or part of the Property; (iii) do or permit anything which will cause any Lease to be subordinate to any mortgage or deed of trust covering any or all of the Property which is subordinate to this Deed of Trust. Any action of Grantor enumerated in the immediately preceding sentence taken without Lender's prior written consent thereto shall be void and of no force or effect and shall be unenforceable against the Trustees, Lender or any purchaser at any foreclosure hereunder or grantee under any deed in lieu of such foreclosure.

(f) Grantor hereby constitutes and appoints Lender to be Grantor's true and lawful attorney (which appointment shall be irrevocable and shall be coupled with an interest), in Grantor's name, place and stead, at any time after the occurrence of an Event of Default, (i) to exercise any right which Grantor may have to record any Lease, and (ii) to demand, collect, sue for, attach, levy, recover and receive any and all of the Rents and any premium or penalty payable upon the exercise by any tenant under any Lease of a privilege of cancellation originally provided in any Lease, and to give proper receipts and releases therefor and, after deducting all expenses of collection, to apply the net proceeds as a credit upon any portion of the debt secured hereby which may be selected by Lender, notwithstanding that such portion may not be due and payable or that such debt is otherwise adequately secured. Grantor hereby authorizes and directs the tenant and any guarantor under each Lease to deliver such payment to the Beneficiary in accordance with the foregoing provisions of this subsection, and hereby ratifies and confirms all that the Beneficiary, as its attorney, may do or cause to be done by virtue of the powers granted hereby. No other person shall be appointed

the Grantor's attorney with any of such powers, so long as any part of the debt secured hereby is unpaid.

(g) Grantor shall defend, indemnify and hold harmless Lender against and from (i) all liability, loss, damage or expense (including that of reasonable attorneys' fees and disbursements) which Lender may incur by reason of the foregoing assignment of the Leases and the Rents or by reason of any action taken by Lender pursuant to the provisions of this Section 5.7, and (ii) any claim or demand asserted against Lender arising out of any Lease except for any such claim or demand, as the result of which Lender is adjudged to have acted negligently, and then if and to the extent that such claim or demand is based upon such negligence. The amount of any such liability, loss, damage or expense, together with interest thereon at the Default Rate, shall, immediately and without notice, be due and payable by Grantor to Lender.

(h) Grantor shall, at its expense, do, execute, acknowledge, deliver and record or cause to be done, executed, acknowledged, delivered and recorded all such further acts and assignments as Lender may require to better assure, assign and confirm to Lender the Leases and the Rents.

SECTION 5.8. ADDITIONS TO SECURITY. All right, title and interest of Grantor in and to all Additions to the Property, hereafter acquired by or released to Grantor, or constructed, assembled or placed by Grantor on the Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further deed of trust, conveyance, assignment or other act by Grantor, shall become subject to the lien and security interest of this Deed of Trust as fully and completely, and with the same effect, as though now owned by Grantor and specifically described in the granting clauses hereof, but at any and all times Grantor will execute and deliver to the Trustees any and all such further assurances, deeds of trust, conveyances or assignments thereof as the Trustees or Beneficiary may require for the purpose of expressly and specifically subjecting the same to the lien and security interest of this Deed of Trust.

SECTION 5.9. SUBROGATION. To the extent permitted by law, Beneficiary shall be subrogated, notwithstanding its release of record, to any Encumbrances heretofore or hereafter existing on the Property to the extent that the same are paid or discharged by Beneficiary, whether or not from the proceeds of the Loan; provided, however, that this Section shall not be deemed or construed to obligate Beneficiary to pay or discharge the same.

SECTION 5.10. INSTRUMENT AS UCC SECURITY AGREEMENT AND FIXTURE FILING. This Deed of Trust constitutes a security agreement from Grantor to Beneficiary and to the Trustees for the benefit of Beneficiary under the Maryland Uniform Commercial Code. Grantor hereby agrees to execute and deliver on demand, and hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Grantor, to execute, deliver and, if appropriate, to file with the appropriate filing office or offices, such financing statements or other instruments as Beneficiary may request or require in order to perfect the security interest granted hereby or continue the effectiveness of the same, the power of attorney given hereunder being a power of attorney coupled with an interest. This Deed of Trust constitutes a fixture filing and Grantor agrees that Lender may file this Deed of Trust, or a reproduction thereof, in the real estate records or other appropriate index as a fixture filing or other financing statement for any of the items specified above as part of the Collateral. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement.

SECTION 5.11. RIGHT TO PERFORM. If Grantor shall fail to make any payment or perform, observe, or comply with any of the conditions and covenants contained herein, Beneficiary, without Notice to or demand upon Grantor, and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such

payment or perform such act for the account and at the expense of Grantor, and may enter upon the Property or any part thereof for that purpose and take all such action thereon as Beneficiary may consider necessary or appropriate for such purpose. All such sums so paid or advanced by Beneficiary and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon, shall be repaid by Grantor to Beneficiary as provided in Section 5.12 hereof.

SECTION 5.12. EXPENSES. If Beneficiary or the Trustees shall incur or expend any sums, including (without limitation) reasonable attorneys' fees and expenses, whether or not in connection with any action or proceeding, to sustain the lien and/or security interest of this Deed of Trust or any of the other Documents, or their priority, or to protect or enforce any of their rights hereunder, or to recover any of the Indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the Property or any part thereof, or for any other purpose set forth in any Section of this Deed of Trust or in any of the other Documents, all such sums shall on Notice and demand be paid by Grantor, together with interest thereon at the Default Rate, and shall be a part of the Indebtedness secured by this Deed of Trust and evidenced by the Note; provided, however, that in any action or proceeding to foreclose this Deed of Trust or to recover or collect the Indebtedness secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

Grantor shall save Beneficiary and the Trustees harmless from all expenses described herein, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in and to which Beneficiary or the Trustees may be or become a party by reason hereof (including, by way of example rather than of limitation, any bankruptcy, administration or other proceeding in which a proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms of and the lien created by this Deed of Trust), and all money expended by Beneficiary in that regard, together with interest thereon from date of such payment at the Default Rate, shall constitute part of the Indebtedness secured hereby and evidenced by the Note and shall immediately and without notice be due and payable by Grantor to Beneficiary.

The authorization contained in this Section shall impose no duty or obligation on Beneficiary or the Trustees to perform any action or make any advance on behalf of Grantor and is for the sole benefit and protection of Beneficiary.

SECTION 5.13. MAINTENANCE AND USE OF THE PROPERTY. Grantor shall (a) maintain the Property in good condition and repair; (b) effect such repairs thereof as Beneficiary reasonably requires; (c) from time to time make all needed and proper replacements thereto so that the Property will at all times be in good condition, fit and proper for the purposes for which it was originally erected and installed; (d) not commit or suffer any waste or deterioration of the Property; (e) not permit the removal, demolition or material alteration of any building or other Improvement covered by the lien of this Deed of Trust, without obtaining Beneficiary's prior written consent thereto, which consent shall not be unreasonably withheld; (f) promptly repair, restore, replace or rebuild any part of the Property now or hereafter subject to the lien of this Deed of Trust which may be Damaged, unless as otherwise agreed by the parties; (g) obey and comply with all Laws applicable to or affecting any or all of the Property, now or hereafter enacted, adopted or issued and in force; (h) observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, by way of example rather than of limitation, all zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions applicable to the Property or granted to or contracted for by Grantor in connection with any existing or contemplated use of the Property; (i) obey and carry out every covenant, agreement, restriction and encumbrance contained in any instrument recorded among the land records in which this Deed of Trust is recorded or known to Grantor, which may from time to time be in force and apply to or affect the Property or Grantor's interest therein, and not use or permit the use of any or all

of the Property in contravention thereof; and (j) permit Beneficiary, the Trustees, and their Agents to enter upon and inspect the Property at any reasonable time with notice during normal business hours.

SECTION 5.14. TRANSFERS, LIENS, AND ENCUMBRANCES; TRANSFERS OF INTERESTS.

(a) Grantor shall (i) not sell, abandon, lease to own, assign, transfer or dispose of any or all of the Property or any interest therein, without Lender's prior consent or except as otherwise specifically permitted herein, (ii) other than the Permitted Encumbrances, not create or otherwise permit to be created any Encumbrance against the Property or any interest of Grantor therein, by or pursuant to any mortgage, security agreement or other instrument, as security for the repayment of any debt or the performance of any obligation or undertaking by Grantor or any other person; (iii) not create or permit to be created or filed against the Property any other Encumbrance; and (iv) keep and maintain the Property free from the claims of all persons supplying labor or materials in connection with the construction or reconstruction of any Improvements on the Property, regardless of by whom such labor or materials may have been contracted, and (v) not allow the transfer, sale, assignment or other alienation or encumbrance of any of its ownership interests by any member. Grantor shall give Lender notice of any lien, mortgage, security interest or Encumbrance on the Property and notice of any foreclosure or threat of foreclosure of such permitted junior or subordinated lien, mortgaged, security interest or Encumbrance.

(b) In the event ownership of the Property or any part thereof becomes vested in a person or persons other than Grantor, Lender may, without notice to Grantor, waive such default and deal with such successor or successors in interest with reference to this Deed of Trust and the Note and the Loan Documents in the same manner as with Grantor, without in any way releasing, discharging or otherwise affecting the liability of Grantor hereunder or under the other Loan Documents.

(c) No ownership interest or rights to such ownership interest of Grantor shall be transferred, assigned, sold, pledged or otherwise alienated from the parties who own such interests on the date of the closing of the Loan and in the percentage interests that exist on such date.

SECTION 5.15. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS. Grantor will not place or permit to be placed and will keep the Property free of any hazardous materials (including, without limitation, those materials described in Section 4.1(k) hereof) on the Property. If at any time it is determined that there are such materials located on the Property, Grantor shall, within thirty (30) days after written notice thereof, initiate or cause to be initiated, at its sole expense, such actions as may be necessary to comply with all applicable laws. Grantor hereby agrees that it shall indemnify and hold the Trustees and Beneficiary harmless for all costs and expenses related to such hazardous materials upon the discovery of such hazardous materials on the Property and Grantor shall give immediate notice to the Holder of any violation or potential violation of the provisions of this Section 5.15. Grantor shall defend, indemnify and hold harmless the Holder, the Trustees and their respective Agents, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney and consultant fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in anyway related to (a) the presence, disposal, release, or threatened release of any such hazardous materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (c) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous waste; and/or (d) any violation of any laws applicable thereto. If Grantor shall fail to take such action, Lender may make advances or payments toward performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or

proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines or other penalty payments, shall be at once repayable by Grantor and shall bear interest at the Default Rate under the Note, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become a part of the Indebtedness secured hereby. The provisions of this Section 5.15 shall be in addition to any other obligations and liabilities Grantor may have to the Holder at law or equity and shall survive the transactions contemplated herein and shall survive the Termination Date.

SECTION 5.16. COVENANTS OF GRANTOR. Grantor further covenants and agrees with Beneficiary that Grantor shall, as follows:

(a) Taxes and Claims. Pay and discharge all Taxes prior to the date on which penalties attach thereto, and all lawful claims which, if unpaid, might become an Encumbrance upon any of their properties, subject to the right of Grantor to contest the same in accordance with the provisions of Section 5.4 hereof. If Grantor fails to pay any of such Taxes at the time or in the manner provided in this Section, Beneficiary may, at its option, pay such Taxes and Grantor shall pay to Beneficiary the amount of any sum so paid, with interest thereon as provided in Section 5.12 hereof.

(b) Compliance With Laws. Grantor shall comply with all applicable laws in respect of Grantor's ownership of the Property and promptly notify Beneficiary in writing and provide Beneficiary with copies of any notices delivered to Grantor, including, without limitation, any notice of violation of any laws, regulations, or ordinances or other notice from any governmental or quasi-governmental authority, which contain information that, if true, might materially adversely affect the value, use or operation of the Property.

(c) Books and Records; Inspection. Keep adequate records and books of account with respect to the Property and the Improvements, and its business in accordance with generally accepted accounting principles; and permit Beneficiary, by its Agents, accountants and attorneys, to visit and inspect the Property and the Improvements, to examine such records and books of account and to discuss the affairs, finances and accounts pertaining thereto with Agents of Grantor at its offices during normal business hours and at such other reasonable times as may be requested by Beneficiary.

SECTION 5.17. INDEMNIFICATION. Grantor shall appear in and defend any suit, action or proceeding that might in any way and in the reasonable judgment of Lender affect the value of the Property or Collateral, the title to the Property or the rights and powers of Lender. Grantor will protect, indemnify and save harmless Lender from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lender by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Property or the adjoining sidewalks, curbs, streets or ways unless caused by the gross negligence or willful misconduct of Lender, Lender's employees or other agents; (b) any use, non use or condition of any of the Property or the adjoining sidewalks, curbs, streets or ways or Collateral; (c) any failure on the part of Grantor to perform or comply with any of the terms of this Deed of Trust, or any of the other Documents or any Lease, or (d) performance of any labor or services or the furnishing of any materials or other property in respect of any portion of the Property.

ARTICLE VI

EVENTS OF DEFAULT; RIGHTS AND REMEDIES

SECTION 6.1. EVENTS OF DEFAULT. The following events shall be "Events of Default" under this Deed of Trust:

(a) Any representation or warranty made herein or in any statement or representation made in any certificate, report or opinion (including legal opinions of counsel to Grantor), financial statement or other instrument furnished in connection with this Deed of Trust, or in any of the other Documents, shall prove to have been incorrect in any material respect when made or shall be breached in any material respect; or

(b) Grantor fails to pay when due (subject to applicable notice and sure periods), (i) the principal of, premium, if any, or interest or any other charges or sums on or under the Note, or (ii) any other payment required by this Deed of Trust or any of the other Documents to be paid by Grantor; or,

(c) Grantor fails to duly and promptly perform, comply with or observe any of the terms, covenants, conditions or agreements contained in Section 5.3 (concerning "Insurance"), Section 5.4 (concerning "Taxes"), Section 5.14 (concerning "Transfer") or Section 5.15 (concerning "Hazardous Wastes") hereof; or

(d) Grantor fails to duly and promptly perform, comply with or observe any of the terms, covenants, conditions or agreements contained herein, which default shall remain unremedied for thirty (30) days (or such other cure period as may be specified herein) after notice to Grantor thereof; or

(e) A default occurs under the provisions of any of the other Documents subject to applicable cure periods; or

(f) An Act of Bankruptcy occurs with respect to Grantor, or Grantor or become generally unable to pay its debts as they become due; or

(g) (i) Grantor is dissolved either (A) pursuant to the provisions of its operating agreement (the "Operating Agreement"), or (B) by operation of law, or (C) in any other manner, voluntarily or otherwise; or (ii) if the Operating Agreement is (A) terminated pursuant to any of its provisions or by operation of law, or (B) amended or modified in any manner without the Beneficiary's prior, express written consent thereto; or

(h) Any judgment against Grantor or any attachment or any levy against the property of Grantor (including, without limitation, the Property or any portion thereof) with respect to a claim for an amount in excess of Ten Thousand Dollars ($10,000.00) remains unpaid, unstayed on appeal, undischarged, unbonded or undismissed for a period of thirty (30) days; or

(i) An order or decree appointing a receiver of any of the payments to be made by Grantor pursuant to the Note is entered with the consent or acquiescence of Grantor, or such order or decree is entered without the acquiescence or consent of Grantor and it is not vacated, discharged or stayed within thirty (30) days after entry; or

(j) Grantor (i) sells, abandons, ceases to own, assigns, transfers or disposes of any or all of the Property or any interest therein; (ii) creates or otherwise permits to be created any lien or encumbrance against the Property or any interest of Grantor therein which is senior or junior to the lien of this Deed of Trust, by or pursuant to any mortgage, deed of trust, security agreement or other instrument, as security for the repayment of any debt or the performance of any obligations or undertaking by Grantor or any other person; (iii) creates or permits to be created or filed against the Property any other lien or encumbrance which is senior or junior to the lien of this Deed of Trust, except the Permitted Encumbrances; or (iv) fails to keep and maintain the Property free from the claims of all persons supplying labor or materials in connection with the construction

or reconstruction of any Improvements on the Property, regardless of by whom such labor or materials have been contracted; or

(k) A default by Grantor under any Permitted Encumbrance not cured within the applicable cure period contained in such Permitted Encumbrance; or

(l) Any change in any zoning ordinance or any other public restriction is enacted or enforced, limiting or defining the uses which may be made of the Property or any part thereof, such that Grantor's use of the Property as contemplated on the date hereof would be in violation of such restriction or zoning change, unless a variance or other zoning ordinance or restriction permitting the continued use of the Property for such use by Grantor and any subsequent purchasers of the Property is obtained prior to the effective date of such change; or

(m) Any provision of this Deed of Trust or any of the other Documents pertaining to the repayment of principal or interest on the Loan transcends the limit of validity prescribed by law, or operates or would prospectively operate to invalidate this Deed of Trust or any of the Documents, in whole or in part, or

(n) If Grantor defaults in the due and punctual payment (subject to such applicable grace period, if any) of any obligation due to Lender or any other party, other than the Loan; or

(o) If Lender determines in good faith that a material adverse change has occurred with respect to (i) the financial condition of Grantor from the financial condition set forth in the most recent financial statements or financial disclosure furnished to Lender, or (ii) the Property, such that Lender's security for the Loan is impaired.

SECTION 6.2. REMEDIES. Upon the occurrence of an Event of Default, Beneficiary, or the Trustees at the direction of Beneficiary, may at any time thereafter exercise any of the following powers, privileges, discretions, rights and remedies, in addition to the powers, privileges, discretions, rights and remedies available to Beneficiary under the other Documents:

(a) Acceleration. Beneficiary may declare the entire Indebtedness which is then unpaid, immediately due and payable, without notice, whereupon the same shall be due and payable.

(b) Foreclosure. The Trustees may take possession of and sell the Property, or sell without taking possession, or any part thereof requested by Beneficiary to be sold, and in connection therewith Grantor hereby (i) assents to the passage of a decree for the sale of all of the Property or any estate or interest therein by the equity court having jurisdiction, and (ii) authorizes and empowers the Trustees to take possession of and sell (or in case of any default of any purchaser, to resell) the Property, or any part thereof, all in accordance with the provisions of Rule 14 – Chapter 200 of the Maryland Rules of Procedure, (2017 Volume), Title 7 of the Real Property Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended), and/or any other laws of the State or rule of court relating to deeds of trust, including any amendments thereof, or additions thereto, which do not materially change or impair this remedy. Neither the foregoing assent to decree nor the foregoing power of sale shall be exhausted in the event such proceeding or sale is dismissed or canceled before the Indebtedness is paid in full.

In case of any sale under this Deed of Trust, by virtue of judicial proceedings or otherwise, the Property may be sold as an entirety or in parcels, by one sale or by several sales, as may be deemed by the Trustees to be appropriate and without regard to any right of Grantor, or any other person to the marshalling of assets. Beneficiary may bid and become the purchaser at any such sale, and shall, upon presentation of the Note or a true copy thereof at such sale, be credited for the

unpaid principal balance due under the Note and accrued and unpaid interest thereon, or such portion of such unpaid principal or interest or both as Beneficiary may specify, against any price bid by Beneficiary at such sale or any deposit required at any such sale. Any sale hereunder may be made at public auction, at such time or times, at such place or places, and upon such terms and conditions and after such previous public notice as the Trustees shall deem appropriate and advantageous and as required by law. Upon the terms of such sale being complied with and at the cost of the purchaser or purchasers, the Trustees shall convey to the purchaser or purchasers the interest of Grantor, in the Property so sold, free and discharged of and from all estate, title or interest of Grantor, at law or in equity, such purchaser or purchasers being hereby discharged from all liability to see to the application of the money. The proceeds of such sale or sales under this Deed of Trust, whether under the assent to a decree, the power of sale, or by equitable foreclosure, shall be held by the Trustees and applied as follows:

(A) First, to pay all costs, charges and expenses attending the execution of this trust or any sale made as aforesaid, including:

(1) attorney's fees in the amount of Seven Thousand Five Hundred Dollars ($7,500.00) to the attorneys representing Beneficiary and the Trustees for conducting the proceedings if without contest, but if legal services are rendered to the Trustees and Beneficiary in connection with any contested matter in the proceedings, then such other reasonable attorneys' fees and expenses shall be allowed and paid out of the proceeds of such sale or sales as the court having jurisdiction may deem proper, and

(2) all Taxes due, all utility charges of whatsoever nature whether or not listed on the real property tax bill of statement of liens, all insurance premiums and fees for guard or watchman service, and all other sums advanced by Beneficiary or Trustees as herein provided, and

(3) a trustees' commission equal to the commission allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and

(4) an auctioneer's fee at the auctioneer's contractual rate, which shall be in addition to the trustee's commission, and the costs of such appraisals, environmental audits, and other inspections as determined to be required by the Trustees or Beneficiary; and

(B) Second, to pay all Indebtedness secured hereby and all interest then due and accrued thereon in such order and manner as Beneficiary determines; and

(C) Third, to pay the surplus, if any, to Grantor or any person entitled thereto upon surrender and delivery to the purchaser or purchasers of the Property, and less the costs, if any, of obtaining possession.

Immediately upon the first insertion of any advertisement or notice of sale, there shall be and become due and owing by Grantor all expenses incident to any foreclosure proceedings under this Deed of Trust and a commission on the total amount of the Indebtedness then due equal to one half (1/2) of the percentage allowed as commission to trustees making sales under orders or decrees of the equity court having jurisdiction, and no person shall be required to receive only the aggregate Indebtedness then secured hereby with interest thereon to the date of payment unless the same be accompanied by a tender of such expenses, costs and commission.

In the event of a sale of all or any portion of the Property under either the power of sale or assent to decree, such sale shall be made, at the sole option of Beneficiary, subject to one or more of the Leases entered into subsequent to the recording of this Deed of Trust, all in accordance

with Section 7-105.6 of the Real Property Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended).

(c) Receiver. As a matter of right and to the extent permitted by law, without notice to Grantor and without regard to the adequacy of the security, and upon application to a court of competent jurisdiction, Beneficiary shall be entitled to the immediate appointment of a receiver for all or any part of the Property, and of the Rents, whether such receivership be incidental to a proposed sale of the Property or otherwise, and Grantor hereby consents to the appointment of such a receiver. Grantor will pay to Beneficiary, upon demand, all expenses, including receiver's fees, reasonable attorneys' fees, costs and agent's compensation, advanced by Beneficiary and incurred pursuant to the provisions contained in this Section; and all such expenses shall be (i) a lien against the Property, (ii) added to the Indebtedness secured by this Deed of Trust, and (iii) payable on demand with interest at the Default Rate from and including the date each such advance is made.

(d) Entry and Operation. To the extent permitted by law, and with or without the appointment of a receiver, or an application therefor, Beneficiary or the Trustees on behalf of Beneficiary may enter upon and take possession of (and Grantor, shall surrender actual possession of), the Property or any part thereof, without notice to Grantor and without bringing any legal action or proceeding, or, if necessary, by force, legal proceeding, ejectment or otherwise, and may remove and exclude Grantor and its Agents and all other persons therefrom, and having and holding the same, may make all necessary or proper repairs and useful or required Additions to or upon the same, operate, maintain, control, make secure, terminate the license to collect the Rents granted to Grantor under the general assignment of Leases and Rents of even date herewith and preserve the same and receive all Rents (including Rents accrued and unpaid), and proceeds accruing with respect thereto or any part thereof, such Rents, being hereby assigned to Beneficiary as additional security for the repayment of the Indebtedness. In so doing, Beneficiary or the Trustees shall have the right to manage the Property and to carry on the business of Grantor, and may exercise all of the rights and powers of Grantor, either in the name of Grantor, or otherwise, including, but without limiting the generality of the foregoing, the right to lease the Property or any part thereof, to cancel, modify, renew or extend any Leases of the Property or any part thereof and to complete the construction of any unfinished improvements. Neither Beneficiary nor the Trustees shall be under any obligation for or by reason of any such taking of possession, entry, holding, removal, maintaining, operation, making secure or management, except for gross negligence. Any amounts so received by Beneficiary or the Trustees shall be applied (i) first, to pay all costs and expenses of so entering upon, taking possession of, holding, operating, maintaining, preserving and managing the Property or any part thereof including, but not in limitation of the foregoing, reasonable compensation to the attorneys or Agents of Beneficiary or of the Trustees engaged or employed with regard thereto, (ii) second, to pay the costs and expenses of all repairs and Additions to or upon the Property or any part thereof, and (iii) the balance, if any, to such part of the Indebtedness and the other Grantor's Obligations as is required by the Note. Grantor shall pay on demand to Beneficiary or to the Trustees (as the case may be) the amount of any deficiency between (A) the amounts so received by Beneficiary or the Trustees and (B) all moneys paid or advanced and all costs and expenses incurred (including without limitation, reasonable attorneys' fees and expenses) by Beneficiary or by the Trustees (as the case may be) in exercising the rights provided in this Section, and the same shall bear interest at the Default Rate and shall be a part of the Indebtedness secured hereby.

(e) Maryland Uniform Commercial Code. Beneficiary shall have the right from time to time to proceed under the Maryland Uniform Commercial Code as to all or any part of the Collateral, and, in conjunction therewith, to exercise all of the rights, remedies and powers of a secured party under the Maryland Uniform Commercial Code, including, without limitation, taking possession of the Collateral without judicial process pursuant to Section 9-609 of the Maryland Uniform Commercial Code. Upon the occurrence of any default hereunder, Grantor shall assemble all of the Collateral and make the same available within the Improvements. Any notification required by Section 9-611 of the Maryland Uniform Commercial Code shall be deemed reasonably and

properly given if given in the manner specified for other Notices under this Deed of Trust, at least ten (10) days before any sale or other disposition of the Collateral or any portion thereof. Disposition of the Collateral, or any portion thereof, shall be deemed commercially reasonable if made pursuant to a public offering advertised at least twice in a newspaper of general circulation in the community where the Property is located.

(f) Cure by Beneficiary. Beneficiary shall have the right, but not the obligation, to cure any Event of Default without releasing Grantor from any obligation under the Note, this Deed of Trust or any other Document.

(g) Collection of Rents. Beneficiary shall have the right to terminate the Grantor's Licenses to collect rents and to proceed to collect rents in accordance with Section 5.7 hereof.

(h) Other Remedies.

(i) Beneficiary shall have the right from time to time to enforce any legal or equitable remedy against Grantor and to sue Grantor for any sums (whether interest, damages for failure to pay principal or any installment thereof, Property Taxes, or any other sums required to be paid under the terms of this Deed of Trust, as the same become due), without regard to whether or not the Loan or any other Indebtedness secured by this Deed of Trust shall be due, and without prejudice to the right of Beneficiary thereafter to enforce any appropriate remedy against Grantor, including an action of foreclosure, an action for specific performance, or any other action for a default or defaults by Grantor existing at the time such earlier action was commenced. Nothing contained in this Deed of Trust shall preclude the Trustees or Beneficiary from exercising or enforcing any rights they or it may now or hereafter have under or pursuant to any separate instrument or guaranty.

(ii) In (A) any action to foreclose the lien of this Deed of Trust or enforce any other remedy of Beneficiary under any of the Loan Documents, or (B) any other proceeding whatsoever in connection with any of the Loan Documents or the Property in which Beneficiary is named as a party, all reasonable expenses paid or incurred in connection with such proceeding by or on behalf of Beneficiary including, without limitation, attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, land and environmental survey costs, and costs (which may be estimated as to items to be expended after entry of such judgment or decree) of procuring all abstracts of title, title certificates, title searches and examinations, title insurance policies, and any similar data and assurances with respect to the title to the Property as Beneficiary may deem reasonably necessary either to prosecute or defend in such proceeding or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or value of the Premises shall be deemed additional indebtedness secured by this Deed of Trust. All reasonable expenses and fees of an ongoing nature, and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Deed of Trust thereon in any litigation affecting the Loan Documents, or the Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding in connection therewith, shall upon demand of Beneficiary be immediately due and payable by Grantor with interest thereon at the Default Rate and shall become a part of the Indebtedness secured by this Deed of Trust.

(iii) Unless otherwise provided herein, upon and during the continuance of an Event of Default, then Beneficiary may, in its sole discretion: (A) make any payments hereunder or thereunder payable by Grantor; and/or (B) after the expiration of any applicable grace period and subject to Beneficiary's rights to contest certain obligations specifically granted in this Deed of Trust, perform any such other acts thereunder on part of the Grantor to be performed and enter upon the Property for such purpose.

(iv) All remedies of Beneficiary provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided in the other Loan Documents or by law, including any right of offset. The exercise of any right or remedy by Beneficiary hereunder shall not in any way constitute a cure or waiver of default hereunder or under the Loan Documents, or invalidate any act done pursuant to any notice of default, or prejudice Beneficiary in the exercise of any of its rights hereunder or under the Loan Documents.

(v) To the extent permitted by law, Grantor hereby waives its right of redemption after a sale in foreclosure.

SECTION 6.3. REMEDIES, ETC. CUMULATIVE. Each right, power and remedy of Beneficiary or the Trustees as provided for in this Deed of Trust or in any of the other Documents shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Deed of Trust or in any of the other Documents, and the exercise or beginning of the exercise by Beneficiary or the Trustees of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Beneficiary or the Trustees of any or all such other rights, powers or remedies.

SECTION 6.4. NO WAIVER, ETC. No failure or delay by Beneficiary or the Trustees to insist upon the strict performance of any term, condition, covenant or agreement of this Deed of Trust or of any of the other Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant or agreement or of any such breach, or preclude Beneficiary or the Trustees from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any amount payable under this Deed of Trust or under any of the other Documents, Beneficiary or the Trustees shall not be deemed to waive the right either to require prompt payment when due of all other amounts payable under this Deed of Trust or under any of the other Documents, or to declare a default for failure to effect such prompt payment of any such other amount. Neither Grantor nor any other person now or hereafter obligated for the payment of the whole or any part of the Indebtedness now or hereafter secured by this Deed of Trust shall be relieved of such obligation by reason of the failure of Beneficiary to comply with any request of Grantor or of any other person so obligated to take action to foreclose this Deed of Trust or otherwise enforce any of the provisions of this Deed of Trust or of any obligations secured by this Deed of Trust, or by reason of any agreement or stipulation between any subsequent owner or owners of the Property or any part thereof, or by Beneficiary extending the time of payment or modifying the terms of the Note or this Deed of Trust without first having obtained the consent of Grantor or such other person, and in the latter event, Grantor and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Beneficiary. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Property, Beneficiary may release the obligation of any person at any time liable for any of the Indebtedness secured by this Deed of Trust or any part of the security held for the Indebtedness and may extend the time of payment or otherwise modify the terms of the Note or this Deed of Trust without, as to the security or the remainder thereof, in any way impairing or affecting the lien and/or security interest of this Deed of Trust or the priority of such lien and/or security interest, as security for the payment of the Indebtedness as it may be so extended or modified, over any subordinate lien. The holder of any subordinate lien shall have no right to terminate any Leases affecting the Property whether or not such Leases be subordinate to this Deed of Trust. Beneficiary may resort for the payment of the Indebtedness secured hereby to the Property or to the Collateral or any other security therefor held by Beneficiary in such order and manner as Beneficiary may elect.

ARTICLE VII

THE TRUSTEES

SECTION 7.1. LIABILITY OF THE TRUSTEE. The Trustees shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by them to be genuine and to have been signed by the party or parties purporting to sign the same, The Trustees shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which the Trustees may do or refrain from doing in good faith, nor generally shall the Trustees have any accountability hereunder except for gross negligence or willful misconduct. The Trustees may act hereunder and may sell or otherwise dispose of the Property or any part thereof as herein provided, although the Trustees have been, may now be or may hereafter be, attorneys or Agents of Beneficiary, in respect of any matter of business whatsoever. Beneficiary and the Trustees shall not be liable for any loss to any Collateral in their possession, except that which results from gross negligence; and any such loss shall not diminish the debt due.

The Trustee assumes no responsibility for and make no warranties whatsoever as to (a) the description, identification or value of any or all of the Property, (b) the validity of this Deed of Trust or of any instrument supplemental thereto, (c) Grantor's present or future financial condition, or (d) the validity or collectibility of the Note. The Trustees in their discretion may consult with legal counsel to be selected and employed by them, and shall incur no liability to Grantor, Beneficiary or any other person by reason of anything done, suffered to be done or omitted to be done by the Trustees in accordance with the opinion of such counsel.

SECTION 7.2. SUBSTITUTION OF TRUSTEES, ETC. Beneficiary shall have, and is hereby granted with warranty of further assurances, the irrevocable power to remove a Trustee or successor Trustee and to appoint a substitute Trustee or Trustees hereunder (including, in case of death or refusal to act of a Trustee or Trustees or their non-acceptance of the trust, absence or any other reason), to appoint a new or replacement or substitute Trustee or Trustees, to be exercised at any time without Notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded a Deed of appointment (a "Deed of Appointment"). The power of appointment of a successor Trustee or Trustees may be exercised as often as and whenever Beneficiary may choose, and the exercise of the power of appointment, no matter how often, shall not be an exhaustion thereof. Upon the recordation of such Deed or Deeds of Appointment, the Trustee or Trustees so appointed shall thereupon, without any further act or deed of conveyance, become fully vested with identically the same title and estate in and to the Property and with all of the rights, powers, trusts and duties of their, his, her or its predecessor in the trust here- under with like effect as if originally named as Trustees or as one of the Trustees hereunder. Whenever in this Deed of Trust reference is made to the Trustees, it shall be construed to mean the Trustee or Trustees for the time being, whether original or successors or successor in trust; and all title, estate, rights, powers, trusts and duties hereunder given or appertaining to or devolving upon the Trustees shall be in each of the Trustees so that any action hereunder or purporting to be hereunder of any one of the original or any successor Trustees shall for all purposes be considered to be, and as effective as, the action of all the Trustees.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1. PAYMENT BY OTHERS. Any payment of the Indebtedness or any part thereof in accordance with the terms of this Deed of Trust or of the other Documents, by any subsequent owner of the Property or by any other person whose interest in the Property might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation which at any time may be liable for such payment or may own or have such an interest

in the Property, shall be deemed as between Beneficiary and all persons who at any time may be liable as aforesaid or may own or have an interest in the Property, to have been made on behalf of such persons. Nothing herein contained shall be construed to give any such person any right of subrogation in and to this Deed of Trust or any of the other Documents or all or any part of Beneficiary's interest herein or therein, until all of the Indebtedness shall have been paid in full.

SECTION 8.2. SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY. All of the grants, covenants, terms, provisions and conditions herein shall run with the Land and shall apply to, bind and inure to the benefit of, the successors and assigns of Grantor (including any permitted subsequent owner of the Property, or any portion thereof), and inure to the benefit of Beneficiary, its successors and assigns, and to the successors in trust of the Trustees.

SECTION 8.3. AMENDMENTS. This Deed of Trust may not be modified or amended except (a) by an agreement in writing, signed by the party against whom enforcement of the change is sought and (b) with the prior written consent of Beneficiary.

SECTION 8.4. ILLEGALITY. If fulfillment of any provision hereof or any transaction related hereto or to the Note at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained other than the provisions requiring Grantor to pay interest, principal, principal and interest, premiums, or any other of the Indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained, and the remainder of this Deed of Trust shall remain operative and in full force and effect; provided, however, that if any such provision pertains to the repayment of the principal of or interest on the Loan, the occurrence of any such invalidity shall constitute an Event of Default hereunder.

SECTION 8.5. GOVERNING LAW; VENUE. This Deed of Trust is being executed and delivered in the State of Maryland and shall be construed, governed and enforced in accordance with the laws in effect from time to time in the State of Maryland. Any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland. Seller hereby consents to the jurisdiction and venue of the Courts of Maryland or the United States District Court for the District of Maryland.

SECTION 8.6. ESTOPPEL CERTIFICATES. Grantor shall, within ten (10) days after receiving a written request therefor from Beneficiary, certify to Beneficiary or any party designated by Beneficiary, by a writing duly acknowledged, the amount of principal and interest then secured hereby and whether any offset or defense exists against the debt secured thereby.

SECTION 8.7. TIME OF ESSENCE. Time shall be of the essence of this Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed or has caused this Deed of Trust to be executed, sealed and delivered by its duly authorized officers or representatives as of the day and year first written above.

WITNESS:

Name: Colin C Winters

JESSMM INVESTMENTS, LLC a Maryland limited liability company

Henry Javier Mencia Ponce
Sole Member.

By: _____ (SEAL)
Name: Henry Javier Mencia Ponce
Title: Sole Member

STATE OF ~~MARYLAND~~ New York, CITY/COUNTY OF Nassau, to wit:

I HEREBY CERTIFY, that on this 7th day of March 2025 before me, the undersigned Notary Public of the State of Maryland, personally appeared **Henry Javier Mencia Ponce,** who acknowledged himself to be the Sole Member of **JESSMM Investments, LLC** a Maryland limited liability company, known to me (or satisfactorily proven) to be the person who executed the foregoing instrument and acknowledged that he executed the same for the purposes herein contained as Sole Member of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public Colin C Winters

My Commission Expires: 10/12/2025

Colin C Winters
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WI6423268
Qualified in Nassau County
Commission Expires 10/12/2025

Exhibit "A"
Property Description

BEGINNING FOR THE SAME on the north side of Hoffman Street at the distance of 216 feet westerly from the corner formed by the intersection of the north side of Hoffman Street and the west side of Montford Avenue which place of beginning is designed to be at the middle of the partition wall there situate and running thence westerly binding on the north side of Hoffman Street 14 feet to the middle line of the partition wall there situate; thence running northerly along the middle line of said last mentioned partition wall there situate; thence running northerly along the middle line of said last mentioned partition wall to the end there of and continuing the same course parallel with Montford Avenue in all 70 feet to the south side of an alley 10 feet wide there situate; thence easterly binding on the south side of said alley with the use thereof in common 14 feet to intersect a line drawn northerly from the place of beginning along the middle line of the partition wall in this description first mentioned; and thence running southerly reversing the line so drawn and binding thereon 70 feet to the place of beginning.

The improvements thereon being known as 2302 East Hoffman Street.