

This instrument was prepared by and
when recorded return to:

Sarah C. Kessler, Esq.
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

Tax Parcel Identification Number: 019-4-21-0010

THE MAXIMUM PRINCIPAL AMOUNT SECURED BY THIS DEED OF TRUST AT ANY ONE TIME IS
\$4,290,000.

PURSUANT TO SECTION 58.1-803€ THIS DEED OF TRUST IS A REFINANCE OF AN EXISTING DEED OF
TRUST RECORDED IN DEED BOOK 25506 AT PAGE 1567 ON WHICH RECORDATION TAX HAS BEEN PAID.

CREDIT LINE DEED OF TRUST AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS, FINANCING STATEMENT AND FIXTURE FILING

[COLLATERAL INCLUDES FIXTURES]

**NOTICE: THIS IS A CREDIT LINE DEED OF TRUST. THE NAME OF BENEFICIARY AND THE ADDRESS
AT WHICH COMMUNICATIONS MAY BE MAILED OR DELIVERED IS 25 KING STREET WEST, SUITE
1700, TORONTO, ONTARIO, CANADA M5L 2A1.**

FROM
CORY MILLS AND RANA AL SAADI, as Grantor

TO

LAWYERS TITLE REALTY SERVICES, INC.,
a Virginia corporation, as Trustee,

IN TRUST FOR THE BENEFIT OF

WAYGAR CAPITAL INC., as agent
for Ninepoint Canadian Senior Debt Master Fund L.P., as Beneficiary

FOR INDEXING PURPOSES, THE TRUSTEE AND BENEFICIARY ARE REFERRED TO AS "GRANTEE"

**CREDIT LINE DEED OF TRUST AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS, FINANCING STATEMENT AND FIXTURE FILING**

NOTICE: THIS IS A CREDIT LINE DEED OF TRUST. THE NAME OF BENEFICIARY AND THE ADDRESS AT WHICH COMMUNICATIONS MAY BE MAILED OR DELIVERED IS 25 KING STREET WEST, SUITE 1700, TORONTO, ONTARIO, CANADA M5L 2A1.

This Credit Line Deed of Trust and Security Agreement with Assignment of Rents, Financing Statement and Fixture Filing (the "*Deed of Trust*") is dated as of May 28, 2021 from **CORY MILLS**, a resident of Mclean, Virginia and **RANA AL SAADI**, a resident of Mclean, Virginia with their primary residence at 1198 Windrock Drive, McLean, Virginia 22102 (individually and collectively, jointly and severally, "*Grantor*"), to **LAWYERS TITLE REALTY SERVICES, INC.**, a Virginia corporation, as Trustee with a mailing address of 2701 Emerywood Parkway, Suite 200, Richmond, Virginia 23294 (said Trustee together with any successors in trust being hereinafter referred to as "*Trustee*"), in trust for the benefit of **WAYGAR CAPITAL INC.**, as agent for Ninepoint Canadian Senior Debt Master Fund L.P. with its mailing address at 25 King Street West, Suite 1700, Toronto, Ontario, Canada M5L 2A1 (in such capacity, hereinafter referred to as "*Beneficiary*"). For indexing purposes, Trustee and Beneficiary are referred to as "*Grantee*".

WITNESSETH THAT:

WHEREAS, **PACEM Defense LLC** and **ALS, Inc.** (hereinafter referred to collectively as the "*Borrowers*" and individually as a "*Borrower*") may from time to time borrow money or otherwise obtain credit from Beneficiary, including without limitation, loans afforded the Borrowers or one of them under the following credit facilities:

- (a) Revolving working capital loan ("*Facility A*") in the principal amount of up to Twelve Million Canadian Dollars (Cdn\$22,000,000) (the "*Facility A Limit*");
- (b) Non-revolving capital expenditure loan ("*Facility B*") in the principal amount of up to One Million Canadian Dollars (Cdn\$1,000,000) (the "*Facility B Limit*"); and
- (c) Non-revolving Term Loan ("*Facility C*", and, together with Facility A and Facility B, the "*Loans*") in the principal amount of Ten Million Five Hundred Thirty-Eight Thousand Seven Hundred Fifty-Seven and 91/100 Canadian Dollars (Cdn\$10,538,757.91) (the "*Facility C Limit*");

and, in connection therewith, Grantor and/or the Borrowers may sign and deliver to Beneficiary such notes, agreements, guaranties, and/or applications evidencing such obligations or otherwise setting forth the terms and conditions related thereto, which indebtedness, obligations, and liabilities (together with all interest and fees thereon, and all costs and expenses related thereto), whether now existing or hereafter arising, are to be secured by this Deed of Trust;

NOW, THEREFORE, for and in consideration of the execution and delivery by Beneficiary of the Letter Agreement referred to below, to secure (i) the payment of the Loans made to or for the account of the Borrowers under that certain Letter Agreement dated as of May 28, 2021, among the Borrowers, certain guarantors party thereto, and Beneficiary, as the same may from time to time be amended, modified or restated (the "*Letter Agreement*"), in the aggregate principal amount of Cdn\$33,538,757.91 and which is expressed to mature no later than April 15, 2022, or such later date extended by Beneficiary in its sole discretion, the final maturity thereof, and all promissory note(s) issued thereunder (if any), including all promissory notes issued, in whole or in part, in extension or renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified (collectively, the "*Notes*"), together with all interest on the outstanding principal balance of the Loans and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Letter Agreement or the Notes, (ii) the payment of all indebtedness, obligations, and liabilities from time to time owing by Grantor under any certain guaranty or similar agreement from Grantor in favor of Beneficiary (if any), as the same may from time to time be amended, modified or restated (if any, the "*Guaranty*"; and the Guaranty together with the Letter Agreement, the Notes and any other related document or agreement evidencing such indebtedness, obligations, and liabilities or otherwise setting forth the terms and conditions related thereto, and all other security documents therefor, being hereinafter collectively referred to as the "*Loan Documents*"), relating to the indebtedness, obligations, and liabilities of the Borrowers and each of them individually owing to Beneficiary referred to above, together with the payment of all fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Guaranty or the indebtedness, obligations, and liabilities guaranteed thereby, (iii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, and (iv) the observance and performance of all covenants and agreements contained in this Mortgage, the Loan Documents, the Guaranty, or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), (iii), and (iv) above being hereinafter collectively referred to as the "*Secured Indebtedness*"), Grantor does hereby grant, bargain, sell, convey, warrant, assign, and pledge unto Trustee, its successors and assigns, IN TRUST, WITH POWER OF SALE, and grant to Beneficiary, its successors and assigns, a security interest in, all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V, VI, VII and VIII below, all of the same being collectively referred to herein as the "*Mortgaged Premises*":

GRANTING CLAUSE I

That certain real estate lying and being in the County of Fairfax, Commonwealth of Virginia more particularly described in Schedule I attached hereto and made a part hereof (the "*Real Estate*").

GRANTING CLAUSE II

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the Real Estate and all materials intended for construction, reconstruction,

alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the Real Estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with the Real Estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the Real Estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate, buildings or improvements in any manner, and all proceeds thereof; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and, for the purpose of this Deed of Trust, to be real estate and covered by this Deed of Trust; and as to the balance of the property aforesaid, this Deed of Trust is hereby deemed to be as well a security agreement under the provisions of the Uniform Commercial Code of the Commonwealth of Virginia for the purpose of creating hereby a security interest in said property, which is hereby granted by Grantor as debtor to Beneficiary as secured party, securing the Secured Indebtedness. The addresses of Grantor (debtor) and Beneficiary (secured party) appear at the beginning hereof.

GRANTING CLAUSE III

All right, title and interest of Grantor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the Real Estate and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Grantor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the Secured Indebtedness and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Grantor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Trustee or Beneficiary. By acceptance of this Deed of Trust, Trustee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Grantor that until an Event of Default (as hereinafter defined) shall occur giving Trustee the right to

foreclose this Deed of Trust, Grantor may collect, receive (but not more than 30 days in advance) and enjoy such rents.

GRANTING CLAUSE IV

All plans, specifications, working drawings and like materials prepared in connection with improvements constituting part of the Mortgaged Premises, all rights of Grantor against vendors or manufacturers in connection with equipment located upon the Mortgaged Premises, whether arising by virtue of warranty or otherwise, all rights against contractors, sub-contractors and materialmen arising in connection with work performed at or on the Mortgaged Premises or with materials furnished for the construction of improvements at or on the Mortgaged Premises, and all rights of Grantor under contracts to provide any of the foregoing, in each case whether now owned or existing or hereafter arising or acquired.

GRANTING CLAUSE V

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "*Condemnation Awards*"). The assignment of the rents set forth in this Deed of Trust constitutes an assignment of the Grantor's interest in the rents arising from the Mortgaged Premises described in this Deed of Trust for purposes of Section 55-220.1 of the Code of Virginia Annotated (as amended).

GRANTING CLAUSE VI

All property and rights, if any, which are by the express provisions of this Deed of Trust required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter be subjected to the lien hereof by Grantor or by anyone on Grantor's behalf.

GRANTING CLAUSE VII

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Grantor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the Real Estate or any part thereof.

GRANTING CLAUSE VIII

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds of insurance.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, warranted, pledged and assigned, unto Trustee and its successors, in trust, forever and in which a security interest is granted, or intended so to be, unto Beneficiary, its successors and assigns, forever;

BUT IN TRUST NEVERTHELESS, WITH POWER OF SALE upon the terms and conditions herein set forth for the equal and proportionate benefit of all present and future holders of the indebtedness under the Letter Agreement and the other Secured Indebtedness; *provided, however*, that this Deed of Trust is upon the express condition that if the principal and interest on the Loans shall be paid in full and all other Secured Indebtedness shall be fully paid and performed, all commitments contained in the Letter Agreement and the other Loan Documents to extend credit thereunder shall have terminated, then this Deed of Trust and the estate and rights hereby granted shall cease and this Deed of Trust shall be released by Beneficiary upon the written request and at the expense of Grantor, otherwise to remain in full force and effect.

It is expressly understood and agreed that, notwithstanding anything to the contrary contained herein, this Deed of Trust secures a maximum principal amount at any one time of \$4,290,000.

Grantor hereby covenants and agrees with Trustee and Beneficiary as follows:

1. *Payment of the Secured Indebtedness.* The Secured Indebtedness will be promptly paid as and when the same becomes due.
2. *Further Assurances.* Grantor will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Deed of Trust and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be.
3. *Ownership of Mortgaged Premises.* Grantor covenants and warrants that it is lawfully seized of and has good and marketable title to the Mortgaged Premises free and clear of all liens, charges and encumbrances except those exceptions to title listed on Schedule II attached hereto (the "*Permitted Exceptions*") and Grantor has good right, full power and authority to convey and transfer the same to Trustee for the uses and purposes set forth in this Deed of Trust; and Grantor will warrant and forever defend the title to the Mortgaged Premises subject to the Permitted Exceptions against all claims and demands whatsoever.
4. *Possession.* Provided no Event of Default has occurred and is continuing hereunder, Grantor shall be suffered and permitted to remain in full possession, enjoyment and control of the

Mortgaged Premises, subject always to the observance and performance of the terms of this Deed of Trust.

5. *Payment of Taxes.* Grantor shall pay before any penalty attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Premises or any part thereof, and shall, upon written request, exhibit to Beneficiary official receipts evidencing such payments, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law), after notice to Beneficiary, by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, conducted in good faith and with due diligence and if Grantor shall have furnished such security, if any, as may be required in the proceedings or requested by Beneficiary.

6. *Payment of Taxes on Loans, Deed of Trust or Interest of Trustee or Beneficiary.* Grantor agrees that if any tax, assessment or imposition upon this Deed of Trust or the Secured Indebtedness or the Loans or any Loan Document or the interest of Trustee or Beneficiary in the Mortgaged Premises or upon Trustee or Beneficiary by reason of or as a holder of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the Secured Indebtedness imposed by the United States or any state) is levied, assessed or charged, then, unless all such taxes are paid by Grantor to, for or on behalf of Trustee or Beneficiary, as the case may be, as they become due and payable (which Grantor agrees to do upon demand of Trustee or Beneficiary, to the extent permitted by law), or Trustee or Beneficiary, as the case may be, is reimbursed for any such sum advanced by such party, all sums hereby secured shall become immediately due and payable, at the option of Beneficiary upon thirty (30) days' notice to Grantor, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision thereof forbidding Grantor from making any such payment. Grantor agrees to exhibit to Beneficiary, upon request, official receipts showing payment of all taxes and charges which Grantor is required to pay hereunder.

7. *Recordation and Payment of Taxes and Expenses Incident Thereto.* Grantor will cause this Deed of Trust, all deeds of trust supplemental hereto and any financing statement or other notice of a security interest required by Trustee or Beneficiary at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a deed of trust, security interest, assignment or other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Trustee and Beneficiary hereunder and, without limiting the foregoing, Grantor will pay or reimburse Trustee or Beneficiary, as the case may be, for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or rerecording, including any documentary stamp tax, intangibles tax or other tax imposed upon the privilege of having this Deed of Trust or any instrument issued pursuant hereto recorded.

8. *Insurance.* Grantor will, at its expense, keep all buildings, improvements, equipment and other property now or hereafter constituting part of the Mortgaged Premises insured against loss or damage by fire, lightning, windstorm, explosion and such other risks as are usually included under extended coverage policies, or which are usually insured against by owners of like property, in amount sufficient to prevent Grantor, Trustee or Beneficiary from becoming a co-insurer of any partial loss under applicable policies and in any event not less than the then full insurable value (actual replacement value without deduction for physical depreciation) thereof, as determined at the request of Beneficiary and at Grantor's expense by the insurer or insurers or by an expert approved by Beneficiary, all under insurance policies payable, in case of loss or damage, to Beneficiary, such rights to be evidenced by the usual standard non-contributory form of mortgage clause to be attached to each policy. Grantor shall not carry separate insurance concurrent in kind or form and contributing in the event of loss, with any insurance required hereby. Grantor shall also obtain and maintain public liability, property damage and workmen's compensation insurance in each case in form and content satisfactory to Beneficiary and in amounts as are customarily carried by owners of like property and approved by Beneficiary. Grantor shall also obtain and maintain such other insurance with respect to the Mortgaged Premises in such amounts and against such insurable hazards as Beneficiary from time to time may require, including, without limitation, boiler and machinery insurance, insurance against flood risks, host liquor liability, war risk insurance when and to the extent obtainable from the United States Government or any agency thereof, and insurance against loss of rent due to fire and risks now or hereafter embraced by so-called "*extended coverage.*" All insurance required hereby shall be maintained with good and responsible insurance companies satisfactory to Beneficiary and shall not provide for any deductible amount in excess of \$10,000 not approved in writing by Beneficiary, shall provide that any losses shall be payable notwithstanding any act or negligence of Grantor, shall provide that no cancellation thereof shall be effective until at least thirty (30) days after receipt by Grantor and Beneficiary of written notice thereof (ten (10) days in the case of non payment of premiums), and shall be satisfactory to Beneficiary in all other respects. Upon the execution of this Deed of Trust and thereafter not less than fifteen (15) days prior to the expiration date of any policy delivered pursuant to this Deed of Trust, Grantor will deliver to Beneficiary certificates of insurance evidencing Grantor's compliance with the foregoing (and, at Beneficiary's request, the originals of any policy or renewal policy, as the case may be, required by this Deed of Trust, bearing notations evidencing the payment of all premiums). In the event of foreclosure, Grantor authorizes and empowers Beneficiary to effect insurance upon the Mortgaged Premises in amounts aforesaid for a period covering the time of redemption from foreclosure or other sale provided by law, and if necessary therefor to cancel any or all existing insurance policies.

UNLESS GRANTOR PROVIDES BENEFICIARY WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS DEED OF TRUST, BENEFICIARY MAY PURCHASE INSURANCE AT GRANTOR'S EXPENSE TO PROTECT BENEFICIARY'S INTERESTS IN THE MORTGAGED PREMISES. THIS INSURANCE MAY, BUT NEED NOT, PROTECT GRANTOR'S INTERESTS IN THE MORTGAGED PREMISES. THE COVERAGE PURCHASED BY BENEFICIARY MAY NOT PAY ANY CLAIMS THAT GRANTOR MAKES OR ANY CLAIM THAT IS MADE AGAINST GRANTOR IN CONNECTION WITH THE MORTGAGED PREMISES. GRANTOR MAY LATER CANCEL ANY SUCH INSURANCE PURCHASED BY BENEFICIARY, BUT ONLY AFTER PROVIDING BENEFICIARY WITH EVIDENCE THAT GRANTOR HAS OBTAINED INSURANCE AS REQUIRED BY THIS DEED OF TRUST. IF BENEFICIARY PURCHASES INSURANCE FOR THE MORTGAGED PREMISES, GRANTOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING

INTEREST AND ANY OTHER CHARGES THAT BENEFICIARY MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE SECURED INDEBTEDNESS. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE GRANTOR MAY BE ABLE TO OBTAIN ON ITS OWN.

9. *Damage to or Destruction of Mortgaged Premises.*

(a) *Notice.* In case of any material damage to or destruction of the Mortgaged Premises or any part thereof, Grantor shall promptly give written notice thereof to Beneficiary, generally describing the nature and extent of such damage or destruction.

(b) *Restoration.* In case of any damage to or destruction of the Mortgaged Premises or any part thereof, Grantor, whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for the purpose, at Grantor's expense, will promptly commence and complete (subject to unavoidable delays occasioned by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions and similar causes beyond the reasonable control of Grantor) the restoration, replacement or rebuilding of the Mortgaged Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

(c) *Adjustment of Loss.* Grantor hereby authorizes Beneficiary, at Beneficiary's option, to adjust and compromise any losses under any insurance afforded, but unless Beneficiary elects to adjust the losses as aforesaid, said adjustment and/or compromise shall be made by Grantor, subject to final approval of Beneficiary in the case of losses exceeding \$25,000.

(d) *Application of Insurance Proceeds.* Net insurance proceeds received by Beneficiary under the provisions of this Deed of Trust or any instruments supplemental hereto or thereto or under any policy or policies of insurance covering the Mortgaged Premises or any part thereof may be applied toward the payment of the amount owing on the Secured Indebtedness in such order of application as Beneficiary may elect whether or not the same may then be due or be otherwise adequately secured and any amounts not so applied shall be held as collateral security therefor; *provided, however,* that Beneficiary shall have the right, but not the duty, to release the proceeds thereof for use in restoring the Mortgaged Premises or any part thereof for or on behalf of Grantor in lieu of applying said proceeds to the Secured Indebtedness and for such purpose may do all acts necessary to complete such restoration, including advancing additional funds, and any additional funds so advanced shall constitute part of the Secured Indebtedness and shall be payable on demand with interest at the Reimbursement Rate.

10. *Eminent Domain.* Grantor acknowledges that Condemnation Awards have been assigned to Beneficiary, which awards Beneficiary is hereby irrevocably authorized to collect and receive, and to give appropriate receipts and acquittances therefor, and at Beneficiary's option, to apply the same toward the payment of the amount owing on account of the Secured Indebtedness in such order of application as Beneficiary may elect and whether or not the same may then be due

and payable or otherwise adequately secured and any amounts not so applied may held as collateral security therefor. Grantor covenants and agrees that Grantor will give Beneficiary immediate notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Beneficiary copies of any and all papers served in connection with any such proceedings. Grantor further covenants and agrees to make, execute and deliver to Beneficiary, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Beneficiary for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Grantor for any taking, either permanent or temporary, under any such proceeding.

11. *Construction, Repair, Waste, Etc.* Grantor agrees that no building or other improvement on the Mortgaged Premises and constituting a part thereof shall be altered, removed or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged, without the consent of Beneficiary and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, Grantor covenants that the same will be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto; (iii) to permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Premises or any part thereof; (iv) to keep and maintain said Mortgaged Premises and every part thereof in good and first class repair and condition; (v) to effect such repairs as Beneficiary may reasonably require and from time to time to make all needful and proper replacements and additions so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good and first class condition, fit and proper for the respective purposes for which they were originally erected or installed; (vi) to comply with all statutes, orders, requirements or decrees relating to the Mortgaged Premises by any federal, state or municipal authority; (vii) to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Premises or which have been granted to or contracted for by Grantor in connection with any existing or presently contemplated use of the Mortgaged Premises or any part thereof and not to initiate or acquiesce in any changes to or terminations of any of the foregoing or of zoning classifications affecting the use to which the Mortgaged Premises or any part thereof may be put without the prior written consent of Beneficiary; and (viii) to make no material alterations in or improvements or additions to the Mortgaged Premises except as required by governmental authority or as permitted by Beneficiary.

12. *Liens and Encumbrances.* Grantor will not, without the prior written consent of Beneficiary, directly or indirectly, create or suffer to be created or to remain and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for this Deed of Trust and the Permitted Exceptions.

13. *Right of Trustee or Beneficiary to Perform Grantor's Covenants, Etc.* If Grantor shall fail to make any payment or perform any act required to be made or performed hereunder, Trustee or Beneficiary, 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 Mortgaged Premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Trustee or Beneficiary, may be necessary or appropriate therefor. All sums so paid by Trustee or Beneficiary and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the Reimbursement Rate, shall constitute so much additional Secured Indebtedness and shall be paid by Grantor to Trustee or Beneficiary, as the case may be, on demand. Trustee or Beneficiary in making any payment authorized under this Section relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof. Trustee or Beneficiary, in performing any act hereunder, shall be the sole judge of whether Grantor is required to perform same under the terms of this Deed of Trust.

14. *After-Acquired Property.* Any and all property hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall *ipso facto*, and without any further conveyance, assignment or act on the part of Grantor, become and be subject to the lien of this Deed of Trust as fully and completely as though specifically described herein; but nevertheless Grantor shall from time to time, if requested by Trustee or Beneficiary, execute and deliver any and all such further assurances, conveyances and assignments as Trustee or Beneficiary may require for the purpose of expressly and specifically subjecting to the lien of this Deed of Trust all such property.

15. *Inspection by Beneficiary.* Beneficiary, its representatives, and any participant in the Secured Indebtedness shall have the right to inspect the Mortgaged Premises at all reasonable times, and access thereto shall be permitted for that purpose.

16. *Subrogation.* Grantor acknowledges and agrees that Beneficiary shall be subrogated to any lien discharged out of the proceeds of any Loans or out of any other advance by Beneficiary hereunder, irrespective of whether or not any such lien may have been released of record.

17. *Events of Default.* Any one or more of the following shall constitute an "Event of Default" hereunder:

(a) an "Event of Default" (as defined therein) shall occur under the Letter Agreement; or

(b) the Mortgaged Premises or any part thereof shall be sold, transferred, or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Grantor free of any lien, charge or encumbrance other than the lien hereof; or

(c) any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; or

(d) the Mortgaged Premises is abandoned.

18. *Remedies.* When any Event of Default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Grantor from complying with the terms of this instrument and of the adequacy of the security for the Secured Indebtedness) and in addition to such other rights as may be available under the Loan Documents or applicable law, but subject at all times to any mandatory legal requirements:

(a) *Acceleration.* Beneficiary may, by written notice to Grantor, declare the Secured Indebtedness, including all principal and interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) *Uniform Commercial Code.* Beneficiary shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Virginia, including without limitation, the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said Uniform Commercial Code for reasonable notification shall be met by mailing written notice to Grantor at its address above set forth at least 10 days prior to the sale or other event for which such notice is required. The costs and expenses of retaking, selling, and otherwise disposing of said property, including attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional Secured Indebtedness and shall be payable upon demand with interest at the Reimbursement Rate.

(c) *Foreclosure.* Trustee or Beneficiary may proceed to protect and enforce the rights of Trustee and Beneficiary hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Deed of Trust.

(d) *Trustee's Sale.* Upon the occurrence of an Event of Default, Beneficiary may declare all Secured Indebtedness immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause the Mortgaged Premises to be sold. After Trustee shall have given and recorded such other notice as the law then requires as a condition precedent to a Trustee's sale under power of sale, after the lapse of such time as may then be required by law

following the recordation of said notice of default and notice of sale having been given as then required by law, Trustee, without notice to or demand upon Grantor except as otherwise required by law, may sell the Mortgaged Premises at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale (the Secured Indebtedness being the equivalent of cash for purposes of said sale). Grantor shall have no right to direct the order in which the Mortgaged Premises are sold. Trustee may postpone sale of all or any portion of the Mortgaged Premises by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at such time fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale a deed conveying the Mortgaged Premises or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof absent manifest error. Grantor or Beneficiary may purchase at such sale. Trustee shall apply the proceeds of sale as prescribed in Section 21 hereof. Before any such Trustee's sale under power, Beneficiary may rescind such notices of default and of election to cause the Mortgaged Premises or any part thereof to be sold by delivering to Trustee a written notice of rescission, which notice shall cancel any prior declaration of default, demand for sale and acceleration of maturity. The exercise of such right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to deliver to Trustee other declarations of default and demands for sale or notices of default and of election to cause the Mortgaged Premises or any part thereof to be sold, or otherwise affect any provision of the Letter Agreement or of this Deed of Trust or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder.

(e) *Appointment of Receiver.* Trustee or Beneficiary shall, as a matter of right, without notice and without giving bond to Grantor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Grantor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Grantor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Grantor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or Trustee's sale under the power of sale granted herein or otherwise or until any right of redemption shall expire or otherwise.

(f) *Taking Possession, Collecting Rents, Etc.* Beneficiary may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Beneficiary's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Beneficiary may also take possession of, and for these purposes use, any and all personal property contained

in the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Beneficiary shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Grantor does hereby irrevocably constitute and appoint Beneficiary its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Grantor irrevocably acknowledging that any payment made to Beneficiary hereunder shall be a good receipt and acquittance against Grantor to the extent so made) and to apply same to the reduction of the Secured Indebtedness. The right to enter and take possession of the Mortgaged Premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Trustee and/or Beneficiary hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The costs and expenses (including any receiver's fees, counsels' fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional Secured Indebtedness which Grantor promises to pay upon demand together with interest at the Reimbursement Rate. Neither Trustee nor Beneficiary shall be liable to account to Grantor for any action taken pursuant hereto other than to account for any rents actually received by Trustee or Beneficiary. Without taking possession of the Mortgaged Premises, Beneficiary may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional Secured Indebtedness payable upon demand with interest thereon at the Reimbursement Rate.

19. *Waiver of Right to Redeem From Sale -- Waiver of Appraisalment, Valuation, Etc.* Grantor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "*Moratorium Laws*," now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but hereby waives the benefit of such laws. Grantor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this Deed of Trust, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Trustee may determine. Beneficiary shall have the right to become the purchaser at any sale made under or by virtue of this Deed of Trust and Beneficiary so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Beneficiary with the amount payable to Beneficiary out of the net proceeds of such sale. In the event of any such sale, the Loans and the other Secured Indebtedness, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Grantor hereby waives any and all rights of redemption prior to or from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Grantor, and each and every person acquiring any interest in, or title to the Mortgaged Premises described herein subsequent to the date of this Deed of Trust, and on behalf of all other persons to the extent permitted by applicable law.

20. *Costs and Expenses of Foreclosure.* In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorneys' fees, appraisers' fees, environmental auditors' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, all of which expenditures shall become so much additional Secured Indebtedness which Grantor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Reimbursement Rate.

21. *Application of Proceeds.* The proceeds of any foreclosure or other sale of the Mortgaged Premises or of any sale of property pursuant to Section 18(b) hereof shall be distributed, subject to applicable law, including without limitation, Section 55-59.4 of the Virginia Code, in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Sections 18(b) and 20 hereof; Second, to the Secured Indebtedness in such order and manner as Beneficiary shall determine, with any overplus to whomsoever Beneficiary shall reasonably determine to be lawfully entitled to the same.

22. *Deficiency Decree.* If at any non-power of sale foreclosure proceeding the Mortgaged Premises shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Grantor and against the property of Grantor for the amount of such deficiency; and Grantor does hereby irrevocably consent to the appointment of a receiver for the property of Grantor until such deficiency decree is satisfied in full. If the Mortgaged Premises shall be sold pursuant to the power of sale granted herein for a sum less than the Secured Indebtedness which is then outstanding and unpaid, the judgment creditor shall be entitled to enforce the collection of such deficiency in the manner provided for by law.

23. *Trustee's and Beneficiary's Remedies Cumulative — No Waiver.* No remedy or right of Trustee or Beneficiary shall be exclusive of any other right or remedy but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Trustee or Beneficiary.

24. *Trustee, Beneficiary Party to Suits.* If Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Trustee or Beneficiary under this Deed of Trust (including probate and bankruptcy proceedings), or if Trustee or Beneficiary employs an attorney to collect any or all of

the Secured Indebtedness or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Trustee or Beneficiary shall incur any costs or expenses in preparation for the commencement of any foreclosure proceedings or for the defense of any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Grantor agrees to pay to Trustee or Beneficiary, immediately and without demand, all costs, charges, expenses and attorney's fees incurred by Trustee or Beneficiary in any such case, and the same shall constitute so much additional Secured Indebtedness payable upon demand with interest at the Reimbursement Rate.

25. *Modifications Not to Affect Lien.* Trustee and Beneficiary, without notice to anyone and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may in its direction, release any part of the Mortgaged Premises or any person liable for any of the Secured Indebtedness, may extend the time of payment of any of the Secured Indebtedness and may grant waivers or other indulgences with respect hereto and thereto, and may agree with Grantor to modifications to the terms and conditions contained herein or otherwise applicable to any of the Secured Indebtedness (including modifications in the rates of interest applicable thereto), without in any way affecting or impairing the liability of any party liable upon any of the Secured Indebtedness or the priority of the lien of this Deed of Trust upon all of the Mortgaged Premises not expressly released, and any party acquiring any direct or indirect interest in the Mortgaged Premises shall take same subject to all of the provisions hereof.

26. *Notices.* All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail, postage prepaid, addressed, if to Grantor, Trustee or Beneficiary at their addresses as shown at the beginning of this Deed of Trust or at such other address as shall be designated by any such party in a written notice given to such other such party pursuant to this Section.

27. *Environmental Matters.*

(a) *Definitions.* The following terms when used herein shall have the following meanings:

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, and any future amendments.

"*Environmental Claim*" means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding or claim (whether administrative, judicial or private in nature) arising (a) pursuant to, or in connection with an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Material, (c) from any abatement, removal, remedial, corrective or response action in connection with a Hazardous Material, Environmental Law or order of a governmental authority, or (d) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.

"Environmental Law" means any current or future Legal Requirement pertaining to (a) the protection of health, safety and the indoor or outdoor environment, (b) the conservation, management or use of natural resources and wildlife, (c) the protection or use of surface water or groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material, or (e) pollution (including any Release to air, land, surface water or groundwater), and any amendment, rule, regulation, order or directive issued thereunder.

"Hazardous Material" means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material which is hazardous or toxic, and includes, without limitation, (a) asbestos, polychlorinated biphenyls and petroleum (including crude oil or any fraction thereof) and (b) any material classified or regulated as "hazardous" or "toxic" or words of like import pursuant to an Environmental Law.

"Hazardous Material Activity" means any activity, event or occurrence involving a Hazardous Material, including, without limitation, the manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation, handling of or corrective or response action to any Hazardous Material.

"Legal Requirement" means any treaty, convention, statute, law, regulation, ordinance, license, permit, governmental approval, injunction, judgment, order, consent decree or other requirement of any governmental authority, whether federal, state, or local.

"Material Adverse Effect" means any change or effect that individually or in the aggregate is or is reasonably likely to be materially adverse to (a) the assets, business, operations, income, condition (financial or otherwise) or prospects of Grantor, (b) the lien of any mortgage, deed of trust or other security agreement covering the Mortgaged Premises or any part thereof, (c) the ability of Grantor to perform its obligations under this Deed of Trust or under any loan agreement, promissory note or any other instrument or document evidencing or securing any Secured Indebtedness or setting forth terms and conditions applicable thereto or otherwise relating thereto, or (d) the condition or fair market value of the Mortgaged Premises.

"RCRA" means the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, and any future amendments.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migration, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks or other receptacles containing or previously containing any Hazardous Material.

(b) *Representations and Warranties.* Grantor represents and warrants that: (i) Grantor and the Mortgaged Premises comply in all material respects with all applicable Environmental Laws; (ii) Grantor has obtained all governmental approvals required for its operations and the Mortgaged Premises by any applicable Environmental Law; (iii) Grantor has not, and has no knowledge of any other person who has, caused any Release, threatened Release or disposal of any Hazardous Material at, on, about, or off the Mortgaged Premises in any material quantity and, to the knowledge of Grantor, the Mortgaged Premises is not adversely affected by any Release, threatened Release or disposal of a Hazardous Material originating or emanating from any other property; (iv) the Mortgaged Premises does not contain and has not contained any: (1) underground storage tank, (2) material amounts of asbestos containing building material, (3) any landfills or dumps, (4) hazardous waste management facility as defined pursuant to RCRA or any comparable state law, or (5) site on or nominated for the National Priority List promulgated pursuant to CERCLA or any state remedial priority list promulgated or published pursuant to any comparable state law; (v) Grantor has not used a material quantity of any Hazardous Material and has conducted no Hazardous Material Activity at the Mortgaged Premises; (vi) Grantor has no material liability for response or corrective action, natural resource damage or other harm pursuant to CERCLA, RCRA or any comparable state law; (vii) Grantor is not subject to, has no notice or knowledge of and is not required to give any notice of any Environmental Claim involving Grantor or the Mortgaged Premises, and there are no conditions or occurrences at the Mortgaged Premises which could be anticipated to form the basis for an Environmental Claim against Grantor or the Mortgaged Premises; (viii) the Mortgaged Premises is not subject to any, and Grantor has no knowledge of any imminent, restriction on the ownership, occupancy, use or transferability of the Mortgaged Premises in connection with any (1) Environmental Law or (2) Release, threatened Release or disposal of a Hazardous Material; and (ix) there are no conditions or circumstances at the Mortgaged Premises which pose a risk to the environment or the health or safety of persons.

(c) *Covenants.* Grantor shall at all times do the following: (i) comply in all material respects with, and maintain the Mortgaged Premises in compliance in all material respects with, all applicable Environmental Laws; (ii) require that each tenant and subtenant, if any, of the Mortgaged Premises or any part thereof comply in all material respects with all applicable Environmental Laws; (iii) obtain and maintain in full force and effect all material governmental approvals required by any applicable Environmental Law for operations at the Mortgaged Premises; (iv) cure any material violation by it or at the Mortgaged Premises of applicable Environmental Laws; (v) not allow the presence or operation at the Mortgaged Premises of any (1) landfill or dump or (2) hazardous waste management facility or solid waste disposal facility as defined pursuant to RCRA or any comparable state law; (vi) not manufacture, use, generate, transport, treat, store, release, dispose or handle any Hazardous Material at the Mortgaged Premises except in the ordinary course of its business and in *de minimis* amounts; (vii) within 10 business days notify Beneficiary in writing of and provide any requested documents upon learning of any of the following in connection with Grantor or the Mortgaged Premises: (1) any material liability for response or corrective action, natural resource damage or other harm pursuant to CERCLA, RCRA or any comparable state law; (2) any material Environmental Claim; (3) any material violation of an Environmental Law or material Release, threatened Release or disposal of a Hazardous Material; (4) any restriction on the ownership, occupancy, use or transferability arising pursuant to any (x) Release, threatened Release or disposal of a Hazardous Substance or (y) Environmental Law; or (5) any environmental, natural resource, health or safety condition,

which could be anticipated to have a Material Adverse Effect; (viii) conduct at its expense any investigation, study, sampling, testing, abatement, cleanup, removal, remediation or other response action necessary to remove, remediate, clean up or abate any material Release, threatened Release or disposal of a Hazardous Material as required by any applicable Environmental Law, (ix) abide by and observe any restrictions on the use of Mortgaged Premises imposed by any governmental authority as set forth in a deed or other instrument affecting Grantor's interest therein; (x) promptly provide or otherwise make available to Beneficiary any requested environmental record concerning the Mortgaged Premises which Grantor possesses or can obtain; (xi) perform, satisfy, and implement any operation or maintenance actions required by any governmental authority or Environmental Law, or included in any no further action letter or covenant not to sue issued by any governmental authority under any Environmental Law; and (xii) from time to time upon the written request of Beneficiary, timely provide at Grantor's expense a report of an environmental assessment of scope, form and depth (including, where appropriate, invasive soil or groundwater sampling) by a consultant acceptable to Beneficiary as to any matter for which notice is provided pursuant to the above requirements or which may be believed by Beneficiary to form the basis of an Environmental Claim in connection with the Mortgaged Premises. If such a requested environmental report is not delivered within 60 days after receipt of Beneficiary's request, then Beneficiary may arrange for the same, and Grantor hereby grants to Beneficiary and its representatives access to the Mortgaged Premises and a license to undertake such an assessment (including, where appropriate, invasive soil or groundwater sampling). The costs of any assessment arranged for by Beneficiary pursuant to this provision shall be payable by Grantor on demand and added to the Secured Indebtedness.

28. *Other Security Documents.* Grantor acknowledges that this Deed of Trust is one of several deeds of trust and other security documents (the aforesaid being together called the "*Other Security Documents*") which secure the Loans and certain of the other Secured Indebtedness. Grantor agrees that the lien of this Deed of Trust shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Trustee, Beneficiary or any other holder of any of the Secured Indebtedness, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by Trustee, Beneficiary or any other holder of any of the Secured Indebtedness of any security for or guarantors upon any of the Secured Indebtedness or by any failure, neglect or omission on the part of Trustee, Beneficiary or any other holder of any of the Secured Indebtedness to realize upon or protect any of the Secured Indebtedness or any collateral or security therefor including the Other Security Documents. The lien and security interest hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Secured Indebtedness, or of any of the collateral or security therefor, including, without limitation, the Other Security Documents or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. Beneficiary may at its discretion foreclose, direct Trustee to exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Security Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Beneficiary's rights and remedies under any or all of the Other Security Documents shall not in any manner impair the Secured Indebtedness, except to the extent of payment, or the lien of this Deed of Trust and any exercise of the rights or remedies of Beneficiary hereunder shall not impair the lien of any

of the Other Security Documents or any of Beneficiary's rights and remedies thereunder. Grantor specifically consents and agrees that Beneficiary may exercise its rights and remedies hereunder and under the Other Security Documents separately or concurrently and in any order that it may deem appropriate.

29. *Direct and Primary Security; Liens Absolute, Etc.* The lien and security interest herein created and provided for stand as direct and primary security for the Loans as well as for any of the other Secured Indebtedness. No application of any sums received by Trustee or Beneficiary in respect of the Mortgaged Premises or any disposition thereof to the reduction of the Secured Indebtedness or any part thereof shall in any manner entitle Grantor to any right, title or interest in or to the Secured Indebtedness or any collateral or security therefor, whether by subrogation or otherwise, unless and until all Secured Indebtedness has been fully paid and satisfied and all commitments of Beneficiary to extend credit to each Borrower shall have expired. Grantor acknowledges and agrees that the lien and security interest hereby created and provided for are absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Trustee, Beneficiary or any other holder of any of the Secured Indebtedness, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by Trustee, Beneficiary or any other holder of any of the Secured Indebtedness of any other security for or guarantors upon any of the Secured Indebtedness or by any failure, neglect or omission on the part of Trustee, Beneficiary or any other holder of any of the Secured Indebtedness to realize upon or protect any of the Secured Indebtedness or any collateral or security therefor. The lien and security interest hereof shall not in any manner be impaired or affected by (and Beneficiary, without notice to anyone, is hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Secured Indebtedness, or of any collateral or security therefor, or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. Beneficiary may at its discretion at any time grant credit to the Borrowers or any one of them without notice to Grantor in such amounts and on such terms as Beneficiary may elect (all of such to constitute additional Secured Indebtedness) without in any manner impairing the lien and security interest created and provided for herein. In order to realize hereon and to exercise the rights granted Trustee and/or Beneficiary hereby and under applicable law, there shall be no obligation on the part of Trustee, Beneficiary or any other holder of any of the Secured Indebtedness at any time to first resort for payment to the Borrowers or any one of them or to any guaranty of any of the Secured Indebtedness or any portion thereof or to resort to any other collateral, security, property, liens or any other rights or remedies whatsoever, and Trustee and Beneficiary shall have the right to enforce this Deed of Trust irrespective of whether or not other proceedings or steps seeking resort to or realization upon or from any of the foregoing are pending.

30. *Recovery Limitation.* Notwithstanding anything in this Deed of Trust to the contrary, the right of recovery against Grantor under this Deed of Trust shall not exceed \$1.00 less than the lowest amount which would render Grantor's obligations under this Deed of Trust void or voidable under applicable law, including fraudulent conveyance law.

31. *Revolving Credit Loans.* This Deed of Trust is given to secure, among other things, revolving credit loans or future advances and shall secure not only presently existing indebtedness

under the Letter Agreement but also future advances, whether such advances are obligatory or to be made at the option of Beneficiary, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust, although there may be no advance made at the time of execution of this Deed of Trust and although there may be no Secured Indebtedness outstanding at the time any advance is made. The lien of this Deed of Trust shall be valid as to all Secured Indebtedness, including future advances, from the time of its filing for record in the recorder's or registrar's office in the city or county (as applicable) in which the Mortgaged Premises are located. The total amount of Secured Indebtedness may increase or decrease from time to time, but the total unpaid balance of Secured Indebtedness (including disbursements which Beneficiary may make under this Deed of Trust, the Letter Agreement or any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of Four Million Two Hundred Ninety Thousand Dollars (\$4,290,000) plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements (all such indebtedness being hereinafter referred to as the "*maximum amount secured hereby*"). This Deed of Trust shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises, to the extent of the maximum amount secured hereby. Notwithstanding the foregoing, this Deed of Trust secures a maximum principal amount at any one time of \$4,290,000.

32. *Reimbursement Rate.* For purposes of this Deed of Trust, the term "*Reimbursement Rate*" means (a) the rate equal to eleven and one half percent (11.5%) per annum and (b) at all times on and after the occurrence of an Event of Default hereunder, the rate equal to sixteen and one half percent (16.5%) per annum (in each case, computed on the basis of a year of 360 days for the actual number of days elapsed).

33. *Governing Law.* The creation of this Deed of Trust, the perfection of the lien and security interest in the Mortgaged Premises, and the rights and remedies of Beneficiary with respect to the Mortgaged Premises, as provided herein and by the laws of the state in which the Mortgaged Premises is located, shall be governed by and construed in accordance with the internal laws of the state in which the Mortgaged Premises are located without regard to principles of conflicts of law. Otherwise, the Loan Documents and all other obligations of Grantor (including, but not limited to, the liability of Grantor for any deficiency following a foreclosure of all or any part of the Mortgaged Premises) shall be governed by and construed in accordance with the internal laws of the State of New York without regard to principles of conflicts of laws, such state being the state where such documents were executed and delivered.

34. *Partial Invalidity.* All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Deed of Trust shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this Deed of Trust shall in no way be affected thereby.

35. *Successors and Assigns.* Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Deed of Trust contained by or on behalf of Grantor,

or by or on behalf of Trustee or Beneficiary, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not. If more than one party signs this instrument as Grantor, then the term "Grantor" as used herein shall mean all of such parties, jointly and severally.

36. *Headings.* The headings in this Deed of Trust are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

37. *Changes, Etc.* This Deed of Trust and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought; it being understood that so long as the Trustee protective provisions hereof are not being changed, waived, discharged or terminated, the signature of Trustee shall not be required on any such change, waiver, discharge or termination.

38. *No Liability on Trustee or Beneficiary.* Notwithstanding anything contained herein, this Deed of Trust is only intended as security for the Secured Indebtedness, and neither Trustee nor Beneficiary shall be obligated to perform or discharge, and neither Trustee nor Beneficiary do hereby undertake to perform or discharge, any obligation, duty or liability of Grantor with respect to any of the Mortgaged Premises. No liability shall be enforced or asserted against Trustee or Beneficiary in their exercise of the powers herein respectively granted to them, and Grantor expressly waives and releases any such liability. Grantor shall and does hereby agree to indemnify and hold Trustee and Beneficiary harmless of and from any and all liability, loss or damage which any of them may or might incur under or by reason of the exercise of their respective rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against any of them by reason of any alleged obligations or undertakings on any or their parts to perform or discharge any of the terms, covenants or agreements of Grantor contained herein or with respect to any of the Mortgaged Premises, except in the case of actions by the Trustee or Beneficiary that constitute gross negligence or willful misconduct. Neither Trustee nor Beneficiary shall have responsibility for the control, care, management or repair of the Mortgaged Premises, nor shall they be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Premises resulting in loss or injury or death to any licensee, employee, tenant or stranger. Without limiting the foregoing, neither Trustee nor Beneficiary shall be responsible for any recitals herein or for insuring the Mortgaged Premises, or for the recording, filing or refiling of this Deed of Trust; nor shall the Trustee or Beneficiary be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Grantor contained herein.

39. *Default by Trustee.* Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed in pursuance hereof if such agent or attorney shall have been selected with reasonable care, or for anything whatsoever in connection with this Deed of Trust or the Secured Indebtedness, except for its own willful misconduct or gross negligence, nor shall Trustee be under any obligation to take any action toward the execution or enforcement of the trusts hereby created which in its opinion shall be likely to involve expense or liability unless indemnified to its complete satisfaction by the holder or holders of the Secured Indebtedness and Trustee shall have the right to require security for any such indemnity which is satisfactory to it.

40. *Exculpation of Trustee.* Trustee shall not be liable for any action taken or omitted to be taken in good faith and believed by it to be within the discretion or power conferred upon Trustee by this Deed of Trust, or be responsible for the consequences of any oversight or error of judgment; and Trustee shall be protected in acting upon any notice, consent, certificate or other instrument believed by it to be genuine and correct and to have been signed by the proper person or persons. Trustee shall be entitled to assume for all purposes that the Secured Indebtedness continues to be held by the original holders thereof unless and until it receives written notice to the contrary.

41. *Moneys Received by Trustee.* All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys, except to the extent required by law, and Trustee shall be under no liability for interest on any moneys received by it hereunder.

42. *Resignation of Trustee.* Trustee may resign and be discharged of the trusts hereby created by giving written notice thereof to Grantor and Beneficiary. Such resignation shall take effect on the day specified as and when a successor trustee shall have been appointed as hereinafter provided. Trustee may be removed by Beneficiary at any time. In the event Trustee is removed, resigns, or dies, or otherwise becomes incapable of acting, a successor trustee may be appointed by Beneficiary at any time by an instrument in writing delivered to Trustee and to Grantor, duly acknowledged and filed for record in each place where this Deed of Trust shall have been recorded and signed by Beneficiary. Any successor or substitute trustee shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of its predecessor with like effect as if originally named as trustee herein.

43. *Co-Trustee, Etc.* If at any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any state or jurisdiction in which any of the Mortgaged Premises may be located, Trustee or Beneficiary shall deem it necessary or prudent so to do, Trustee or Beneficiary shall have the power, by an instrument executed by Trustee or Beneficiary to appoint one or more persons approved by Beneficiary either to act as separate trustee or trustees or co-trustee or co-trustees jointly with Trustee, of all or any specified part of the Mortgaged Premises; and the person or persons so appointed shall be such separate trustee or co-trustee or co-trustees with such rights and remedies as shall be specified in such instrument to be executed as aforesaid, to the extent not prohibited by law. Any such separate or co-trustee may resign or be removed in the same manner as can Trustee. Trustee and any separate or co-trustees shall have no responsibility for the acts and omissions of each other.

44. *Fixture Filing.* Certain portions of the Mortgaged Premises are or will become "fixtures" (as that term is defined in the Uniform Commercial Code in effect in the Commonwealth of Virginia) on the real property described in Schedule I attached hereto, and this Deed of Trust, upon being filed for record in the real estate records of the city or county (as applicable) wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such portions of the Mortgaged Premises that are or become fixtures. The real property to which the fixtures relate is described in Schedule I attached hereto. The record owner of the real property described in Schedule I attached hereto is Grantor. Pursuant to the fixture filing requirements of the UCC in

effect in the Commonwealth of Virginia, for all purposes (i) the name, type of organization and jurisdiction of organization of the debtor shall refer to and are the name, type of organization and jurisdiction of organization of Grantor set forth in the first paragraph of this Deed of Trust, and (ii) the name, type of organization and jurisdiction of organization of the secured party for all purposes is the name, type of organization and jurisdiction of organization of Beneficiary set forth in the first paragraph of this Deed of Trust. The mailing address of Grantor/debtor is the address of Grantor set forth in the first paragraph of this Deed of Trust. The mailing address of Beneficiary/secured party is the address of Beneficiary set forth in the first paragraph of this Deed of Trust.

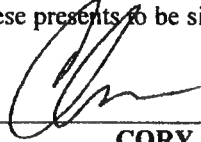
45. It is understood and agreed that Rana Al Saadi is joining in this Deed of Trust solely because the security interest granted by this Deed of Trust would not be valid as to the entire Mortgaged Premises without her signature and not because she has any liability for the underlying debt of the Borrowers, except as set forth under the Limited Guaranty Agreement dated May 28, 2021 from Rana Al Saadi in favor of Mortgagee, as amended from time to time.

46. *Short Form Phrases.* This Deed of Trust, except as expressly otherwise stated herein, is made under the provisions of Sections 55-59 et seq. and 55-60 of the Code of Virginia Annotated (as amended), and shall be construed to impose and confer upon the parties hereto and Beneficiary hereunder, all of the rights, duties and obligations prescribed in Section 55-59 et seq. and those short-form phrases, as defined in Section 55-60 as follows:

All exemptions are hereby waived;
Subject to call upon default;
Renewal or extension permitted;
Insurance required for the full replacement value;
Substitution of trustees permitted;
Any trustee may act.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed the day and year first above written.



CORY MILLS

RANA AL SAADI

STATE OF Virginia)
) SS
COUNTY OF Fairfax)

I, HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **CORY MILLS**, a resident of Mclean, Virginia, well known to be the Person named in the foregoing instrument and that he acknowledged executing the foregoing instrument freely and voluntarily on behalf of himself.

WITNESS my hand and official seal in the County and State last aforesaid.

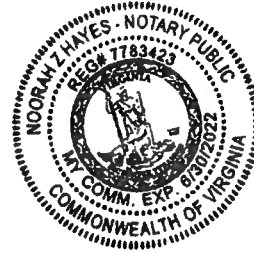
This 24 day of May, 2021.

Noorah Hayes
Notary Public

Noorah Hayes
(Type or Print Name)

(SEAL)

My commission expires:
6/30/2022



IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed the day and year first above written.


CORY MILLS
RANA AL SAADI

STATE OF Virginia)
) SS
COUNTY OF Fairfax)

I, HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RANA AL SAADI, a resident of Mclean, Virginia, well known to be the Person named in the foregoing instrument and that she acknowledged executing the foregoing instrument freely and voluntarily on behalf of herself.

WITNESS my hand and official seal in the County and State last aforesaid.

This 25 day of May, 2021.



Notary Public

Noorah Hayes

(Type or Print Name)

(SEAL)

My commission expires:

06/30/2022



SCHEDULE I

LEGAL DESCRIPTION

Lot 10, Section 1, The Courts, as the same is duly dedicated, platted and recorded in Deed Book 5495 at page 1098, among the Land Records of Fairfax County, Virginia.

AND BEING the same property conveyed to Cory Mills and Rana Al Saadi by virtue of a Deed from Behnaz K. Joubin, Trustee of the Behnaz K. Joubin Revocable Trust dated June 26, 2012, as grantor, dated September 5, 2017, and recorded September 6, 2017 in Deed Book 25175, Page 0540, among the aforesaid Land Records.

SCHEDULE II

PERMITTED EXCEPTIONS

Any exception as set forth in the Loan Policy of Title Insurance in favor of Beneficiary issued by Chicago Title Insurance Company which insures the lien of this Deed of Trust with respect to the Mortgaged Premises.