



Prince George's County
Department of Permitting, Inspections
and Enforcement
PERMITTING AND LICENSING DIVISION
Permitting Center

9400 Peppercorn Place, 1st Floor
Largo, Maryland 20774
(301) 883-5900 ♦ FAX: (301) 883-7138



REQUEST FOR VALIDATION OF PERMIT ISSUED IN ERROR
(Section 27-258, Prince George's County Code)

OFFICIAL USE ONLY

Validation of Permit #: _____ Application # ERR: _____
Issued in Error on: _____ Zoning Category: _____
Type of Permit: ☐ Building ☐ U&O ☐ Sign ☐ Apt. License

TO BE COMPLETED BY THE APPLICANT

Describe Use of Property: Apartments consisting of 32 dwelling units located at 4812A and 4812B College Avenue, College Park, MD 20740 constructed pursuant to permit #4979-U.

Applicant's Name: College Park Project LLC Daytime Telephone #: (240) 482-8113
Owners: College Park Project LLC c/o Washington Property Co. Agent: Selzer Gurvitch, c/o Matthew Gordon, mgordon@sgrwlaw.com
Address: 4719 Hampden Ln, Suite 300 Bethesda MD 20814
Street City State ZIP Code

The District Council needs to have evidence in the record upon which a final resolution can be made to validate the permit. At a minimum, two copies of the following data is to be supplied by the applicant for inclusion in the record.

1. A copy of the permit issued in error or apartment license to be validated.
2. A specific statement of the error alleged.
3. A written statement from appropriate agency/department that reviewed or issued the permit or license.
4. A copy of relevant materials from County/M-NCPPC files regarding the permit or license and property for which the permit or license was issued.
5. A copy of zoning map of subject and surrounding property.
6. A site plan for the subject property showing all existing improvements. The site plan shall provide information in accordance with page 2 of this application.

Along with the application, the applicant shall submit the following:

1. A statement listing the names of the individuals and their respective business and residential addresses having at least a five percent (5%) financial interest in the subject property;
2. If any owner is a corporation, a statement listing the officers of the corporation, their business and residential addresses, and the date on which they assumed their respective offices. The statement shall also list the current board of directors' names, their business and residential addresses, and the dates of each director's term. An owner that is a corporation listed on a national stock exchange shall be exempt from the requirement to provide residential addresses of its officers and directors; and
3. If the owner is a corporation (except one listed on a national stock exchange), a statement containing the names and residential addresses of those individuals owning at least five percent (5%) of the shares of any class of corporate security (including stocks and serial maturity bonds).

I hereby request that the above described permit or license be validated. No fraud or misrepresentation occurred in obtaining the permit or license. At the time of permit's or license's issuance, no appeal or controversy regarding its issuance was pending before any body. I have acted in good faith, expending funds or incurring obligations in reliance on this permit or license.

[Signature] General Counsel
Applicant's Signature

Apr 13 2023
Date

Nº 4979 U

USE AND OCCUPANCY PERMIT

Issued to J. L. Smith Const Corp
Name
9270 Midwood Rd
Address

City, Town, Election District
Date 7/20/61

to use and occupy
4812A 4812B

Address
College Ave, College Park

Lot No. Block No.
6-7-8-9-10 6

Subdivision or Acreage

for following purpose:

apartment house

Use for which permit is issued

Appl. No. 10181

Permit Issued By

C. Bauer

\$4.00

4812 COLLEGE AVENUE
ERR No.
JUSTIFICATION STATEMENT

I. INTRODUCTION

College Park Project LLC¹ (the “Applicant”) is the owner of the property located at 4812 College Avenue in College Park (the “Property”). The Applicant acquired the Property from J.E. Smith Construction Company (“J.E. Smith”) on December 21, 2021. The Property is approximately 1.1355 acres in size and is improved with thirty-two (32) multi-family dwelling units that were constructed in 1961. A copy of Use and Occupancy Permit No. 4979-U (the “U&O Permit”) is attached as Exhibit “A”. The Property is currently zoned RMF-20 but was developed under the prior R-18 Zone.

In response to the Applicant’s filing of a Use and Occupancy Permit to reflect a change in owner for the Property in 2022, the Maryland-National Capital Park and Planning Commission (“M-NCPPC”) informed the Applicant by letter dated March 2, 2023, that “this site provides a total of 32 dwelling units and therefore exceeded the maximum density allowed at the time of construction ... [and thus] does not qualify for certification of a nonconforming use.” As a result, the Applicant is submitting this application to validate the U&O Permit as erroneously issued (the “Application”) pursuant to Section 27-258 of the prior Prince George’s County Zoning Ordinance (the “Zoning Ordinance”).²

The Applicant expended considerable funds conducting due diligence prior to purchasing the Property, which included obtaining zoning verification letters from both M-NCPPC and the City of College Park, copies of which are attached as Exhibit “B”. Neither of the zoning verification letters indicated that the Property was non-conforming or that there were any limitations on use of the Property for thirty-two (32) multi-family dwelling units. In addition to the zoning verification letters, the City of College Park provided residential occupancy permits for the Property dating back to 2010. A copy of these residential occupancy permits is attached as Exhibit “C”. In good faith reliance on the U&O Permit, the Applicant incurred considerable County and State taxes purchasing the Property. A copy deed conveying the Property to the Applicant is attached as

¹ College Park Project LLC is a subsidiary of Washington Property Company.

² In accordance with Section 27-1903 of the current Zoning Ordinance (effective April 1, 2022), the Applicant is utilizing the prior Zoning Ordinance to process this Application.

Exhibit “D”. Additionally, the Applicant also incurred obligations in the form of a loan to fund improvements at the Property as evidenced by the Deed of Trust attached as Exhibit “E”. The Applicant has already used a portion of the loan proceeds to make improvements to the Property in good faith reliance on the U&O Permit. As delineated below, the Application satisfies all required findings for approval under Section 27-258 and 27-244 of the Zoning Ordinance.

II. CONFORMANCE TO SECTION 27-258 OF THE ZONING ORDINANCE

(g) Criteria for Approval.

(1) The District Council shall only approve the application if:

(A) No fraud or misrepresentation had been practiced in obtaining the permit,

RESPONSE: The Applicant requested records relating to the Property from the Department of Permitting, Inspection and Enforcement (“DPIE”). DPIE produced a copy of the U&O Permit, and there are no records to indicate that fraud or misrepresentation was practiced in obtaining the U&O Permit. Further, Rick Smith of J.E. Smith, signed an affidavit that J.E. Smith continuously rented and operated 32 apartments at the Property since the time of construction in the early 1960’s. A copy of Rick Smith’s Affidavit is attached as Exhibit “F”. All of this evidence supports a finding that no fraud or misrepresentation was practiced in obtaining the U&O Permit.

(B) If, at the time of the permit's issuance, no appeal or controversy regarding its issuance was pending before any body;

RESPONSE: DPIE did not produce any records that indicate that there was any appeal or controversy pending before any governmental body at the time of issuance of the U&O Permit. Moreover, as indicated above, Rick Smith’s affidavit supports a finding that the Property was continuously rented and operated with 32 apartments since the time of construction in the early 1960’s. See Exhibit “F”.

(C) The applicant has acted in good faith, expending funds or incurring obligations in reliance on the permit; and

RESPONSE: The Applicant purchased the Property in good faith and undertook existing leases with tenants in reliance on the U&O Permit. In this respect, the Applicant requested verification that underlying zoning and permits for the Property permitted multi-family dwellings from both M-NCPPC and the City of College Park. As evidenced by Exhibits “D” and “E”, the Applicant acted in good faith, expending funds on County and State real property taxes to purchase the Property, and incurring obligations through a loan to update and improve the Property. The Applicant expended these funds and incurred such obligations to reinvest in upgrades to the multi-family dwellings to the benefit of current tenants and the County’s tax base, all in reliance on the U&O Permit and its ability to continue to use the Property as a multi-family rental project.

(D) The application meets the criteria of Section 27-244 of this Subtitle; and

RESPONSE: As described in greater detail in Section III below, the Application complies with all applicable criteria in Section 27-244 of the Zoning Ordinance.

(E) The validation will not be against the public interest.

RESPONSE: The continued operation of the Property with thirty-two (32) multi-family dwelling units will not be against the public interest. The Property has continuously been operated as a multi-family rental community since it was constructed in 1961. As part of a Phase I study of the Property conducted by the Applicant, it obtained a copy of part of a City Directory from 1963 evidencing that the Property was used for thirty-two (32) multi-family apartments in 1963. A copy of the City Directory Record is attached as Exhibit “G”. Based upon all available information to the Applicant, including online Department of Permitting, Inspections and Enforcement records, there have been no complaints prior to or following the Applicant’s purchase of the Property late last year. Further, the Applicant has expended resources to upgrade the Property and ensure that it is maintained to enhance the surrounding community and contribute to vibrant mix of uses in the vicinity of the US Route 1 corridor. The Property includes important housing stock in the vicinity of employment and educational opportunities, and a number of amenities in College Park. Absent the validation of the U&O Permit, several of the apartments at the Property would no longer be

occupiable, which would exacerbate the current undersupply of housing in the community and displace existing residents.

III. CONFORMANCE TO SECTION 27-244 OF THE ZONING ORDINANCE

As described in greater detail below, Section 27-244³ provides a number of provisions that are simply inapplicable or that cannot be retrofitted to address this Application. More specifically, this request to validate a permit issued in error (“ERRs”), like all other ERRs, is not a non-conforming use, but alternatively is a use that does not comply with all of the regulations of the controlling zoning (R-18 Zone in this instance) that nonetheless has been operating pursuant to a lawfully issued permit or license. While full compliance with Section 27-244 is infeasible and inconsistent with the purpose and intent of ERRs, the Application satisfies the criteria as delineated below.

(a) In general.

(1) A nonconforming use may only continue if a use and occupancy permit identifying the use as nonconforming is issued after the Planning Board (or its authorized representative) or the District Council certifies that the use is nonconforming is not illegal (except as provided for in Section 27-246 and Subdivision 2 of this Division). Any person making use of or relying upon the certification that is violating or has violated any conditions thereof, or that the use for which the certification was granted is being, or has been exercised contrary to the terms or conditions of such approval shall be grounds for revocation proceedings in accordance with this Code.

RESPONSE: Approval of this Application will allow the Property to continue to be used with thirty-two (32) multi-family dwelling units. Again, the Property has been continuously used for multi-family dwelling units since 1961. If this Application is granted allowing for certification of a non-conforming use, the Property will be used in conformance with such certification.

(b) Application for use and occupancy permit.

(1) The applicant shall file for a use and occupancy permit in accordance with Division 7 of this Part.

³ The County Council amended Section 27-258 (governing ERRs) of the Zoning Ordinance in 2017 to include this criterion that such applications demonstrate compliance with Section 27-244 of the Zoning Ordinance. However, the criteria in Section 27-244 are incompatible and in conflict with standards for approval of ERRs under Section 27-244 of the Zoning Ordinance.

(2) Along with the application and accompanying plans, the applicant shall provide the following:

(A) Documentary evidence, such as tax records, business records, public utility installation or payment records, and sworn affidavits, showing the commencing date and continuous existence of the nonconforming use;

(B) Evidence that the nonconforming use has not ceased to operate for more than one hundred eighty (180) consecutive calendar days between the time the use became nonconforming and the date when the application is submitted, or that conditions of nonoperation for more than one hundred eighty (180) consecutive calendar days were beyond the applicant's and/or owner's control, were for the purpose of correcting Code violations, or were due to the seasonal nature of the use;

(C) Specific data showing:

(i) The exact nature, size, and location of the building, structure, and use;

(ii) A legal description of the property; and

(iii) The precise location and limits of the use on the property and within any building it occupies;

(D) A copy of a valid use and occupancy permit issued for the use prior to the date upon which it became a nonconforming use, if the applicant possesses one.

(E) (i) In the case of outdoor advertising signs, the requirements of [Section 27-244\(b\)\(2\)\(B\)](#) are not applicable. Documentary evidence, including, but not limited to deeds, tax records, business records, approved plats or development plans, permits, public utility installation or payment records, photographs, and sworn affidavits, showing that the outdoor advertising sign was constructed prior to and has operated continuously since January 1, 2002.

(ii) Notwithstanding any provision of this Subtitle to the contrary, in the case of outdoor advertising signs that were in existence as of November 15, 2016, that were certified as nonconforming or could have been certified as

nonconforming uses, but were removed prior to December 31, 2018, the owner may be certified pursuant to this Division, provided that the use is accepted as filed through an application for Certification of a Nonconforming Use on or before June 30, 2019.

(iii) Notwithstanding any provision of this Subtitle to the contrary, in the case of outdoor adverting signs that were in existence as of November 15, 2016, that were certified as nonconforming or could have been certified as nonconforming uses, but were removed after December 31, 2018, the outdoor advertising sign may be certified pursuant to this Division, provided that an application for Certification of a Nonconforming Use is filed and accepted for processing no later than 180 days after the outdoor advertising sign is removed. Upon approval of the application, a permit to reconstruct the sign may be issued, including a permit to construct a digital billboard provided that said use conforms with the requirements of Section 27-630.03 of this Subtitle.

RESPONSE: In 2022, the Applicant submitted Use and Occupancy Permit No. 26402-2022 to reflect the Applicant as the owner of the Property, in accordance with all applicable requirements imposed by DPIE. All other criteria in this section (including references to signage) is not applicable to the Application.

(c) Notice.

(1) Notice of the proposed application shall be provided by the applicant in accordance with Section 27-125.01 of this Subtitle.

(2) The following notice provisions shall not apply to uses that, with the exception of parking in accordance with Section 27-549, occur solely within an enclosed building.

(3) The Planning Board shall post the property with a durable sign(s) within ten (10) days of acceptance of the application and accompanying documentation. The signs(s) shall provide notice of the application; the nature of the nonconforming use for which the permit is sought; a date, at least twenty (20) days after posting, by which written comments and/or supporting documentary evidence relating to the commencing date and continuity of such use, and/or a request for public hearing from a party of interest will be received; and instructions for obtaining

additional information. Requirements regarding posting fees, the number, and the location of signs shall conform to the requirements set forth in Subsection (f), below.

RESPONSE: *Consistent with established past practice for ERRs, the Applicant respectfully states that compliance with the notice provisions in Section 27-125.01 of the Zoning Ordinance is not required. Significantly, ERRs are not identified within the list of development applications that require informational mailings under Section 27-125.01(a) of the Zoning Ordinance. Moreover, even if ERRs were included within a category of development applications listed in Section 27-125.01(a) of the Zoning Ordinance, these notice provisions relate to applications filed with M-NCPPC as opposed to applications that are filed with DPIE and processed through the Office of Zoning Hearing Examiner for a public hearing. Since this Application is not filed with M-NCPPC, notice to the public is provided in accordance with Section 27-258(e) of the Zoning Ordinance, which will ensure that the Property is posted thirty (30) days prior to public hearing and publication of notice is provided in a County newspaper of record.*

(d) Administrative review.

(1) Except for outdoor advertising signs, if a copy of a valid use and occupancy permit is submitted with the application, where applicable a request is not submitted for the Planning Board to conduct a public hearing, and, based on the documentary evidence presented, the Planning Board's authorized representative is satisfied as to the commencing date and continuity of the nonconforming use, the representative shall recommend certification of the use as nonconforming for the purpose of issuing a new use and occupancy permit identifying the use as nonconforming, upon finding, within the administrative record for the application, that the use to be certified as nonconforming has no outstanding Code violations with the Department of Permitting, Inspections, and Enforcement regarding the property other than failure to have a use and occupancy permit. This recommendation shall not be made prior to the specified date on which written comments and/or requests for public hearing are accepted.

(2) For outdoor advertising signs, if satisfactory documentary evidence described in Section 27-244(b)(2)(E) is received, the Planning Board's authorized representative shall recommend certification of the use as nonconforming for the purpose of issuing applicable permits and certifying the use as nonconforming. This recommendation shall not be made prior to the specified date on which written comments and/or requests for public hearing are accepted.

(3) Following a recommendation of certification of the use as nonconforming, the Planning Board's authorized representative shall notify the District Council of the recommendation. Electronic notice of the recommendation for certification shall also be made by the Planning Board's authorized representative not later than seven (7) calendar days after the date of the recommendation. The Planning Director shall also publish the development activity report on the Planning Department's website.

(4) If the District Council does not elect to review the recommendation within thirty (30) days of receipt of the recommendation as authorized by Subsection (e), below, the representative shall certify the use as nonconforming.

(5) Subsections (3) and (4), above, and Subsection (e), below, shall not apply to uses that, with the exception of parking in accordance with [Section 27-549](#), occur solely within an enclosed building.

RESPONSE: The Application is required to be reviewed through a public hearing process; therefore, this subsection relating to administrative review is inapplicable.

(e) District Council review.

(1) The District Council may, on its own motion, vote to review the Planning Board representative's recommendation, for the purpose of determining whether the use should be certified as nonconforming, within thirty (30) days of receipt of the recommendation.

(2) If the District Council decides to review the proposed certification, the Clerk of the Council shall notify the Planning Board of the Council's decision. Within seven (7) calendar days after receiving this notice, the Planning Board shall transmit to the Council all materials submitted to it in connection with the application.

(3) The Zoning Hearing Examiner shall conduct a public hearing on the application. The Zoning Hearing Examiner shall make the same findings required for Administrative review or approval by Planning Board required in this Section, as well as any other applicable prescriptions regulating the proposed use specified within any other applicable Subtitle of this Code.

(4) The Zoning Hearing Examiner shall file a written recommendation with the District Council within thirty (30) days after the close of the hearing record.

(5) Any person of record may appeal the recommendation of the Zoning Hearing Examiner within fifteen (15) days of the filing of the Zoning Hearing Examiner's recommendation with the District Council. If appealed, all persons of record may testify before the District Council.

(6) Persons arguing shall adhere to the District Council's Rules of Procedure, and argument shall be limited to thirty (30) minutes for each side, and to the record of the hearing.

(7) The District Council shall affirm the certification only if it finds that a nonconforming use exists and has continuously operated, and upon finding, within the administrative record for the application, that the use to be certified as nonconforming has no outstanding Code violations with the Department of Permitting, Inspections, and Enforcement regarding the property, other than failure to have a use and occupancy permit.

(8) The District Council shall make its decision within forty-five (45) days from the filing of the Zoning Hearing Examiner's recommendation. Failure of the Council to take action within this time shall constitute a decision to certify the use.

RESPONSE: The Planning Board will not issue an administrative decision on the Application for the District Council to review. The District Council will be required to hear and decide this Application based upon the record before the Zoning Hearing Examiner.

(f) Planning Board review.

(1) Required hearing.

(A) If a copy of a valid use and occupancy permit is not submitted with the application, if the documentary evidence submitted is not satisfactory to the Planning Board's authorized representative to prove the commencing date or continuity of the use, or if a public hearing has been requested by any party of interest challenging the commencing date and/or continuity of the use, the Planning Board shall conduct a public hearing on the application for the purpose of determining whether the use should be certified as nonconforming.

(2) Application for certification.

(A) Whenever the Planning Board will hold a hearing on a certification of the use as nonconforming, the applicant shall complete the appropriate form provided by the Planning Board.

(3) At least seven (7) calendar days prior to the public hearing, the Planning Board shall send written notice of the date, time, and place of the hearing to the applicant and to all persons of record.

(4) Planning Board action.

(A) The Planning Board may decide to either grant or deny certification of the use as nonconforming. If it decides to certify that a nonconforming use actually exists and has continuously operated and upon finding, within the administrative record for the application, that the use to be certified as nonconforming has no outstanding Code violations with the Department of Permitting, Inspections, and Enforcement regarding the property, other than failure to have a use and occupancy permit.

(B) The recommendation of the Planning Board shall be in the form of a resolution adopted at a regularly scheduled public meeting. The resolution shall set forth findings of fact and conclusions of law in support of the Planning Board's recommendation.

(C) The Planning Board shall send a copy of the resolution to all persons of record.

(5) District Council election to review; Appeal of Planning Board's recommendation.

(A) The recommendation of the Planning Board may be appealed by any person of record to the District Council by filing an appeal with the Clerk of the Council. In addition, and notwithstanding any appeal of the Planning Board's recommendation filed by a person of record, the District Council may, on its own motion, vote to review the Planning Board's recommendation for the purpose of making a final decision as to whether the use should be certified as nonconforming.

(B) The appeal shall be filed, or District Council vote to review the Planning Board recommendation shall occur, within thirty (30) calendar days after the resolution of the Planning Board was mailed. If no appeal is filed, and the District Council does not elect to review the recommendation of Planning Board within thirty (30) calendar days after the resolution of the Planning Board is mailed, the Planning Board's recommendation shall become the final decision as to the application to certify the use as nonconforming.

(C) Before the District Council makes a decision on the application, it shall hold a public hearing.

(D) The Council may decide to affirm, reverse, or modify the recommendation of the Planning Board. The decision of the Council shall be based on the record made before the Planning Board. No new evidence shall be entered into the record of the case unless it is remanded to the Planning Board and a rehearing is ordered.

RESPONSE: The Planning Board is not authorized to hear and decide ERRs. Therefore, this subsection does not apply to the Application.

(g) Applicability.

(1) This Section shall not apply to nonconforming buildings or structures occupied by conforming uses. (See Section 27-243.03.)

RESPONSE: The subsection is not applicable to the Application.

IV. CONCLUSION

The Applicant respectfully requests approval of the Application so that Property can continue to be used and operated with thirty-two (32) multi-family dwellings. Consistent with the U&O Permit issued in 1961, the Property has been continuously used with thirty-two (32) multi-family dwellings and provides important housing in proximity to a number of employment, retail, and educational opportunities. In good faith reliance on the U&O Permit issued by DPIE's predecessor and the residential occupancy certificates issued by the City of College Park, the Applicant expended funds upgrading the Property and also incurred financial obligations to maintain and operate the Property. Accordingly, the Application satisfies all required findings under Section 27-258 of the Zoning Ordinance.

Nº 4979 U

USE AND OCCUPANCY PERMIT

Issued to J. L. Smith Const Corp
Name
9270 Midwood Rd
Address

City, Town, Election District
Date 7/20/61

to use and occupy

4812A 4812B

Address
College Ave, College Park

Lot No.
6-7-8-9-10

Block No.
6

Subdivision or Acreage

for following purpose:

apartment house

Use for which permit is issued

Appl. No. 10181

Permit Issued By

C. Bauer

\$4.00



MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
Prince George's County Planning Department

Planning Information Services
14741 Governor Oden Bowie Drive, Suite L2
Upper Marlboro, MD 20772

(301) 952-3208
(301)-952-3195
www.mncppc.org

April 21, 2022

Nathaniel Forman, Esquire
O'Malley, Miles, Nylen & Gilmore, P.A.
7850 Walker Drive, Suite 310
Greenbelt, MD 20770

Re: 4812 College Avenue, College Park, MD 20740

Tax ID: 2349223 (Block 6, Lots 6-10)

In response to your request for information regarding the above-referenced property, we have researched our files/data base and present the following:

☒ Zoning Verification OR ☐ Buildable lots

1. The current zoning classification for the subject property is:

R-18 (Multifamily Medium Density Residential) / Aviation Policy Area (APA) 6

Overlay District(s):

☐ Yes ☒ No

2. Record Lot(s): ☐ Yes Date: _____ ☐ No ☒ Not Applicable

An area of land designated as a separate parcel of land on a "Record Plat," or on a legally recorded deed (to land for which no "Subdivision" plat is required pursuant to the provisions of Subtitle 24) filed among the Land Records of Prince George's County, Maryland.

Comment:

3. Specific Use(s)/Regulation(s):

Specific uses permitted in the R-18 Zone may be found in Section 27-441(b) of the Prince George's County Zoning Ordinance. Per this section, multifamily dwellings are permitted.
See page 3 for additional zoning information.

8. Site Plan Information:

☒ An approved site plan for the subject property is on file.

Available plans must be requested, additional fees apply. Request plans at <http://www.pgplanning.org/DocumentCenter/View/6884/Online-Information-Request-Form>

☐ No site plan

List of approved plans and permits for subject property:

Research of our limited records indicates the apartment complex falls within the Old Town College Park Historic District and was built in 1961 with 32 dwelling units. A copy of the only available site plan is attached.

Additional comments regarding the subject property:

Effective April 1, 2022, the Prince George's County Government implemented a new Zoning Ordinance, referenced as Current Zoning Ordinance (Code). Here is the link to the Code: [Home | Zoning Ordinance, Subdivision Regulations, & Landscape Manual \(Effective 4/1/2022\)](#). The new Zone for said property has changed to RMF-20 (Residential, Multifamily - 20). Per Section 27-5101(c), multifamily dwellings are permitted.

Note: The Maryland-National Capital Park and Planning Commission's (Commission) role is to review permit applications for compliance with zoning and subdivision regulations. The full text of the Ordinance (Subtitle 27) is at: https://www.municode.com/library/md/prince_george's_county/codes/code_of_ordinances

Information regarding use and occupancy permits, building permits and outstanding violations may be obtained by contacting the Prince George's County Department of Permitting, Inspections, and Enforcement (DPIE) at 301-636-2000.

This information was researched on 4/21/22, by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is accurate to the best of our knowledge, information, and belief, and is based upon or relates to the information supplied by the requestor. The Department assumes no liability for errors and omissions. All information was obtained from public records, which may be inspected during regular business hours.

Sincerely,
Hilary Covington
Planning Information Services



CITY OF COLLEGE PARK

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

8400 BALTIMORE AVENUE SUITE 340 COLLEGE PARK, MD 20740 | 240.487.3538 | COLLEGEPARKMD.GOV

December 10, 2021

Mr. Lawrence N. Taub
Attorney at Law
O'Malley, Miles, Nylen & Gilmore, P.A. 7850 Walker Drive, Suite 310
Greenbelt, MD 20770

Dear Mr. Taub,

At your request, I am providing the following information regarding property located at 4604 Knox Road and 4812 College Avenue.

The zoning of both properties is R-18 (Multifamily Residential, Medium Density) and will transition to RMF-20 (Residential Multifamily – 20 dwelling units/acre), effective April 1, 2022.

Sincerely,

A handwritten signature in black ink that reads "Terry Schum".

Terry Schum, AICP
Planning Director

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office: 700 Knox Road, College Park MD 20740-3390
(County Permit May Be Required)

Business name & number: J.E. SMITH CORPORATION - 0004434
Business address: 4812 A COLLEGE AVE
Permit Period: May 23, 2019 - May 31, 2020
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 20-00001299 Number of units & fee: 16 - \$2,000.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: N/A Date: _____

Cash Removal Provided by: City _____ Other _____ Day(s) _____ Contract Period _____

Property Owner
J.E. SMITH CORPORATION
4622 KNOX RD SUITE 1A
COLLEGE PARK MD 20740-3434
301-864-4100

Manager/Agent
VICTOR SAN GABRIEL
4622 KNOX ROAD SUITE 1A
COLLEGE PARK MD 20740-3437
301-864-4100

Permit approved by Director of Public Services: RW King (S)

Date: 7/12/19

COUNTY U&O 4979 U; LEAD CERT.#831724 ISSUED:032219

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office • 4601-A Calvert Road, College Park, MD 20740-3390
County Permit May Be Required

Business name & number: J.E. SMITH CORPORATION - 0004434
Business address: 4812 A COLLEGE AVE
Permit Period: June 07, 2018 - May 31, 2019
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 19-00001299 Number of units & fee: 16 - \$2,000.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: N/A Date: _____

Trash Removal Provided by: City _____ Other _____ Day(s) _____ Contract Period _____

Property Owner
J.E. SMITH CORPORATION
4622 KNOX ROAD SUITE 1A
COLLEGE PARK MD 20740-3434
301-864-4100

Manager/Agent
JOSEPH E. SMITH, III
4622 KNOX ROAD SUITE 1A
COLLEGE PARK MD 20740-3437
301-864-4100

Permit approved by Director of Public Services: Chun for RWR Ryan

Date: 07/09/18

COUNTY U&O 4979 U; LEAD CERTIFICATES ON FILE

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office 4601-A Calvert Road, College Park, MD 20740-3390
(County Permit May Be Required)

Business name & number: J.E. SMITH CORPORATION - 0004434
Business address: 4812 A COLLEGE AVE
Permit Period: May 31, 2017 - May 31, 2018
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 18-00001299 Number of units & fee: 16 - \$2,000.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: N/A Date: _____

Trash Removal Provided by: City _____ Other _____ Day(s) _____ Contract Period _____

Property Owner
J.E. SMITH CORPORATION
4447 E ST SE STE 1A
WASHINGTON DC 20019-4351
202-582-2473

Manager/Agent
JOSEPH E. SMITH, III
4447 E ST SE STE 1A
WASHINGTON DC 20019-4351
202-582-2473

Permit approved by Director of Public Services: Flaneta for RW Ryan
Date: 6/21/17
COUNTY U&O 4979 U; LEAD CERTIFICATES ON FILE

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office: 601-A Calvert Road, College Park, MD 20740-3390
(County Permit May Be Required)

Business name & number: J.E. SMITH CORPORATION - 0004434
Business address: 4812 A COLLEGE AVE
Permit Period: May 31, 2016 - May 31, 2017
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 17-00001299 Number of units & fee: 16 - \$2,000.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: _____

Date: 01/11/17

Trash Removal Provided by: City _____ Other _____

Day(s) _____

Contract Period _____

Property Owner
J.E. SMITH CORPORATION
4447 E ST SE #1A
WASHINGTON DC 20019

Manager/Agent
JOSEPH E. SMITH, III
4447 E ST SE #1A

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office 4601-A Calvert Road, College Park, MD 20740-3390
County Permit May Be Required

Business name & number: J.E. SMITH CORPORATION - 0004434
Business address: 4812 A COLLEGE AVE
Permit Period: May 31, 2015 - May 31, 2016
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 16-00001299 Number of units & fee: 16 - \$2,000.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: 

Date: 3/26/16

Trash Removal Provided by: City ☐ Other ☒

Day(s):

Contract Period:

ANNUAL

Property Owner
J.E. SMITH CORPORATION
4447 E ST SE #1A
WASHINGTON DC 20019

Manager/Agent
JOSEPH E. SMITH, III
4447 E ST SE #1A

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office: 4601-A Calvert Road, College Park, MD 20740-3390
(City Permit May Be Required)

Business name & number: J.E. SMITH CORPORATION - 0004434
Business address: 4812 A COLLEGE AVE
Permit Period: May 31, 2014 - May 31, 2015
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 15-00001299 Number of units & fee: 16 - \$2,000.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: [Signature]

Date: 2/9/15

Trash Removal Provided by: City

Other

Day(s) M-W-F

Contract Period: Annular

(Republic Service)

Property Owner
J.E. SMITH CORPORATION
4447 E ST SE #1A
WASHINGTON DC 20019

Manager/Agent

J. JOSEPH E. SMITH, III

4447 E ST SE #1A

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT

Code Enforcement Office: 4601-A Calvert Road, College Park, MD 20740-3390
County Permit May Be Required

Business name & number: J.E. SMITH CORPORATION - 0004434
Business address: 4812 A COLLEGE AVE
Permit Period: May 31, 2013 - May 31, 2014
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 14-00001299 Number of units & fee: 16 - \$1,920.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: 

Date: 11/25/13

Trash Removal Provided by: City

Other ☒

Day(s) M-W-F

Contract Period

YEAR

ALLIED WASTE

Property Owner

J.E. SMITH CORPORATION

4447 E ST SE #1A

WASHINGTON DC 20019

Manager/Agent

JOSEPH E. SMITH, III

4447 E ST SE #1A

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office 4601-A Calvert Road, College Park, MD 20740-3390
(County Permit May Be Required)

Business name & number: J.E. SMITH CORPORATION - 0004434
Business address: 4812 A COLLEGE AVE
Permit Period: May 31, 2012 - May 31, 2013
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 13-00001299 Number of units & fee: 16 - \$1,920.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: _____

Date: _____

Trash Removal Provided by: City _____ Other ☒ Days 3 Contract Period ANNUAL

(ALLIED WASTE)

Property Owner

J.E. SMITH CORPORATION

4447 E ST SE #1A

WASHINGTON DC 20019

Manager/Agent

JOSEPH E. SMITH, III

4447 E ST SE #1A

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office: 4601-A Calvert Road, College Park, MD 20740-3390
(City Permit May Be Required)

Business name & number: J.E. SMITH CORPORATION - 0004434
Business address: 4812 A COLLEGE AVE
Issue & expiration dates: July 12, 2011 - May 31, 2012
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 12-00001299 Number of units & fee: 16 - \$1,920.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: _____ Date: 8/2/11

Trash Removal Provided by: City ☐ Other ☒ Day(s) 14-15 Contract Period YEARLY

Property Owner
J.E. SMITH CORPORATION
4447 E ST SE #1A
WASHINGTON DC 20019

Manager/Agent
JOSEPH E. SMITH, III
4447 E ST SE #1A

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office 4601-A Calvert Road, College Park, MD 20740-3390
(County Permit May Be Required)

Business name & number: J. E. SMITH CORPORATION - 0004434
Business address: 4812 A COLLEGE AVE
Issue & Expiration dates: April 15, 2010 - May 31, 2010
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 10-00001299 Number of units & fee: 16 - \$1,760.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose within twenty-four (24) hours of the city's request for any legal public purpose, the identity of any occupants of the property known to me.

Signature: 

Date: MAY 11 2010

Trash Removal Provided by: City ☒ Other ☐

Day(s):

Contract Period:

Property Owner

J. E. SMITH CORPORATION
5220 FITCH STREET, SE #2

Manager/Agent

JOSEPH E. SMITH, III
15600 THOMPSON ST

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT

Code Enforcement Office: 700 Knox Road, College Park MD 20740-3390
(County Permit May Be Required)

Business name & number: J.E. SMITH CORPORATION - 0004435
Business address: 4812 B COLLEGE AVE
Permit Period: May 31, 2019 - May 31, 2020
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 20-00001300 Number of units & fee: 16 - \$2,000.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: N/A Date: _____

Trash Removal Provided by: City _____ Other _____ Day(s) _____ Contract Period _____

Property Owner
J.E. SMITH CORPORATION
4622 KNOX RD SUITE 1A
COLLEGE PARK MD 20740-3437
301-864-4100

Manager/Agent
VICTOR SAN GABRIEL
4622 KNOX RD SUITE 1A
COLLEGE PARK MD 20740-3437
301-864-4100

Permit approved by Director of Public Services: RW Ryan CS

Date: 7/12/19 Reprint

COUNTY U&O 4979 U; LEAD CERT. 831729 ISSUED:032219

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office 4601-A Calvert Road, College Park, MD 20740-3390
(County Permit May Be Required)

Business name & number: J.E. SMITH CORPORATION - 0004435
Business address: 4812 B COLLEGE AVE
Permit Period: June 07, 2018 - May 31, 2019
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 19-00001300 Number of units & fee: 16 - \$2,000.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: N/A Date: _____

Trash Removal Provided by: City ____ Other ____ Day(s) ____ Contract Period ____

Property Owner
J.E. SMITH CORPORATION
4622 KNOX RD SUITE 1A
COLLEGE PARK MD 20740-3437
301-864-4100

Manager/Agent
JOSEPH E. SMITH, III
4622 KNOX RD SUITE 1A
COLLEGE PARK MD 20740-3437
301-864-4100

Permit approved by Director of Public Services: Turner for RWR Ryan

Date: 07/09/18

COUNTY U&O 4979 U; LEAD CERTIFICATES ON FILE

Business name & number: J.E. SMITH CORPORATION - 0004435
Business address: 4812 B COLLEGE AVE
Permit Period: May 31, 2017 - May 31, 2018
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 18-00001300 Number of units & fee: 16 - \$2,000.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: N/A Date: _____

Trash Removal Provided by: City _____ Other _____ Day(s) _____ Contract Period _____

Property Owner
J.E. SMITH CORPORATION
4447 E ST SE STE 1A
WASHINGTON DC 20019-4351
202-582-2473

Manager/Agent
JOSEPH E. SMITH, III
4447 E ST SE STE 1A
WASHINGTON DC 20019-4351
202-582-2473

Permit approved by Director of Public Services: L. L. L. for R. Ryan

Date: 6/27/17

COUNTY U&O 4979 U; LEAD CERTIFICATES ON FILE

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT

Code Enforcement Office: 501-A Calvert Road, College Park, MD 20740-3390
(County Permit May Be Required)

Business name & number: J.E. SMITH CORPORATION - 0004435
Business address: 4812 B COLLEGE AVE
Permit Period: May 31, 2016 - May 31, 2017
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 17-00001300 Number of units & fee: 16 - \$2,000.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal public purpose, the identity of any occupants of the property known to me.

Signature: _____

Date: 4/11/17

Trash Removal Provided by: City _____ Other _____ Day(s) _____ Contract Period _____

Property Owner
J.E. SMITH CORPORATION
4447 E ST SE #1A
WASHINGTON DC 20019

Manager/Agent
JOSEPH E. SMITH, III
4447 E ST SE #1A

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office 4601-A Calvert Road, College Park, MD 20740-3390
(County Permit May Be Required)

Business name & number: J.E. SMITH CORPORATION - 0004435
Business address: 4812 B COLLEGE AVE
Permit Period: May 31, 2015 - May 31, 2016
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 16-00001300 Number of units & fee: 16 - \$2,000.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: 

Date: 3/16

Trash Removal Provided by: City

Other

Day(s)

Contract Period

Property Owner
J.E. SMITH CORPORATION
4447 E ST SE #1A
WASHINGTON DC 20019

Manager/Agent
JOSEPH E. SMITH, III
4447 E ST SE #1A

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT

Code Enforcement Office: 4601-A Calvert Road, College Park, MD 20740-3390
(City Permit May Be Required)

Business name & number: J.E. SMITH CORPORATION - 0004435
Business address: 4812 B COLLEGE AVE
Permit Period: May 31, 2014 - May 31, 2015
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 15-00001300 Number of units & fee: 16 - \$2,000.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: 

Date: 2/19/15

Trash Removal Provided by: City

Other ☒

Day(s) M-W-F

Contract Period

Annular

(Republic Service)

Property Owner

J.E. SMITH CORPORATION

4447 E ST SE #1A

WASHINGTON DC 20019

Manager/Agent

JOSEPH E. SMITH, III

4447 E ST SE #1A

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT

Code Enforcement Office: 4601-A Calvert Road, College Park, MD 20740-3390
(County Permit May Be Required)

Business name & number: J.E. SMITH CORPORATION - 0004435
Business address: 4812 B COLLEGE AVE
Permit Period: May 31, 2013 - May 31, 2014
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 14-00001300 Number of units & fee: 16 - \$1,920.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: Date: PP 26.13Trash Removal Provided by: City ☐ Other ☒ Day(s) M-W-F Contract Period YEARLY

ALLIED WASTE

Property Owner

J.E. SMITH CORPORATION

4447 E ST SE #1A

WASHINGTON DC 20019

Manager/Agent

JOSEPH E. SMITH, III

4447 E ST SE #1A

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office: 4601-A Calvert Road, College Park, MD 20740-3390
(County Permit May Be Required)

Business name & number: J.E. SMITH CORPORATION - 0004435
Business address: 4812 B COLLEGE AVE
Permit Period: May 31, 2012 - May 31, 2013
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 13-00001390 Number of units & fee: 16 - \$1,920.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: 

Date: 11/21/12

Trash Removal Provided by: City

Other ☒

Day(s): 3

Contract Period

ANNUALLY

(ALLIED WASTE)

Property Owner

J.E. SMITH CORPORATION

4447 E ST SE #1A

WASHINGTON DC 20019

Manager/Agent

JOSEPH E. SMITH III

4447 E ST SE #1A

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office: 4601-A Calvert Road, College Park, MD 20740-3390
(County Permit May Be Required)

Business Name & number: J.E. SMITH CORPORATION - 0004435
Business address: 4812 B COLLEGE AVE
Issue & expiration dates: July 12, 2011 - May 31, 2012
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 12-00001300 Number of units & fee: 16 - \$1,920.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal, public purpose, the identity of any occupants of the property known to me.

Signature: 

Date: 11/17/11

Trash Removal Provided by: City ☐ Other ☒ Day(s) 14 Contract Period 12 months

Property Owner
J.E. SMITH CORPORATION
4447 T ST SE #1A
WASHINGTON DC 20019

Manager/Agent
JOSEPH E. SMITH, III
4447 E ST SE #1A

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT

Code Enforcement Office 4601-A Calvert Road, College Park, MD 20740-3390
(County Permit May Be Required).

Business name & number: J. E. SMITH CORPORATION - 0004435
Business address: 4812 B COLLEGE AVE
Issue & expiration dates: April 15, 2010 - May 31, 2011
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 11-00001300 Number of units & fee: 16 - \$1,760.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to all tenant occupants of this property at the beginning of the occupancy term. I agree to disclose within twenty-four (24) hours of the city's request for any legal public purpose, the identity of any occupants of the property known to me.

Signature: _____

Date: MAY 11, 2010

Trash Removal Provided by: City ☐ Other ☒

Day(s): WEEKEND

Contract Period: 12

Property Owner

J. E. SMITH CORPORATION
5220 FITCH STREET, SE #2

Manager/Agent

JOSEPH E. SMITH, III
5600 THOMPSON ST

CITY OF COLLEGE PARK RESIDENTIAL OCCUPANCY PERMIT
Code Enforcement Office 4601-A Calvert Road, College Park, MD 20740-3390
(County Permit May Be Required)

Business name & number: J. E. SMITH CORPORATION - 0004435
Business address: 4812 B COLLEGE AVE
Issue & expiration dates: April 15, 2010 - May 31, 2010
Classification: MULTIFAMILY OCCUPANCY PERMIT (6)
License number: 10-00001300 Number of units & fee: 16 - \$1,760.00
District number:

I do solemnly affirm, under penalties of perjury, that I have delivered the most recent version of the "Living in College Park - Your Rights & Responsibilities" pamphlet (or the actual codes) to each tenant occupant of this property at the beginning of the occupancy term. I agree to disclose, within twenty-four (24) hours of the city's request for any legal public purpose, the identity of any occupants of the property known to me.

Signature: 

Date: MAY 14, 2010

Trash Removal Provided by: City ☒ Other ☐

Day(s): FIVE

Contract Period: 15

Property Owner

J. E. SMITH CORPORATION
5220 FITCH STREET, SE #2

Manager/Agent

JOSEPH E. SMITH, III
15600 THOMPSON ST

APPROVED BY: # DATE: 3/3/22\$ 77,000 RECORDATION TAX PAID\$ 196,000 TRANSFER TAX PAID**SPECIAL WARRANTY DEED**

State of Maryland }

KNOW ALL BY THESE PRESENTS:

THIS DEED is made this 14TH day of December, 2021, by **J. E. SMITH CORPORATION**, a Maryland corporation, formally known as J. E. Smith Construction Corporation, also appearing of record as J. E. Smith Construction Corp., and **UNIVERSITY GARDENS, INC.**, a Maryland corporation (together, "Grantor"), having an address of 4622 Knox Road #1-A, College Park, MD 20740, in favor of **COLLEGE PARK PROJECT, LLC**, a Maryland limited liability company ("Grantee"), having an address of 4719 HAMPTON LA, STE 300, BETHESDA, MD 20814.

WITNESSETH, that for and in consideration of the sum of Fourteen Million and 00/100 Dollars (\$14,000,000.00), in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does hereby grant and convey in fee simple until Grantee, its successors and assigns, all that certain tract or parcel of land situate, lying and being in the State of Maryland and being more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, together with all buildings and improvements thereon, all appurtenances, rights, titles, interests, development rights, rights of way, alleys, ways, waters, privileges and easements, licenses, tenements, or hereditaments incident or belonging thereto (such land, buildings, improvements and interests are hereinafter collectively referred to as the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all covenants, conditions, easements, restrictions and other matters of record as of the date hereof but only to the extent the same lawfully affect the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto otherwise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to SPECIALLY WARRANT AND FOREVER DEFEND all and singular the title to the Property hereby conveyed (subject to the Permitted Exceptions) unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or asserting claims to the same or any part thereof, by through or under Grantor, but not otherwise. Grantor covenants to execute such further assurances as may be requisite.

[SIGNATURE PAGE FOLLOWS]

LR - Deed (* Taxes)
Recording only \$120.00
Name: COLLEGE PARK
PROJECT LLC
Ref:
LR - Deed (with Taxes)
Surcharge 40.00
LR - Deed State
Transfer Tax 70,000.00
LR - NR Tax - 1kd 0.00
SubTotal: 70,060.00
Total: 70,290.00
03/07/2022 12:53
CC16-PP
#15941560 CC0703 -
Prince George's
County/CC07.03.01 -
Register 01

Authorized Signatory of [Signature]

J. E. SMITH CORPORATION,
a Maryland corporation

By:

Name: _____

Title:

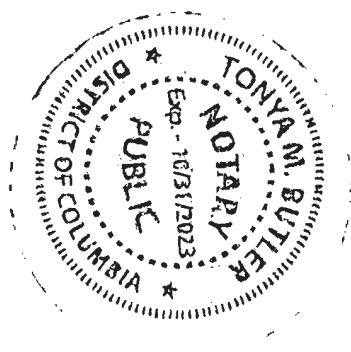
~~City of~~ } To Wit:

JOSEPH E. SMITH III
PRESIDENT

Notary Public: Laura M. Butler

My Commission expires:

TONYA M. BUTLER
Notary Public, District of Columbia
My Commission Expires 10/31/2023



UNIVERSITY GARDENS, INC.,
a Maryland corporation

By: _____

Name: _____

Title: _____

Joseph E. Smith III
Joseph E. Smith III
President

DISTRICT OF COLUMBIA }
City of _____ } To Wit:

On November 30, 2021, before me, the undersigned officer, personally appeared JOSEPH E. SMITH III, to me known and known by me to be the PRESIDENT of University Gardens, Inc., a Maryland corporation, and the person(s) executing these presents in such capacity on behalf of University Gardens, Inc., and he acknowledged said instrument to be so executed by him and to be his free act and deed in such capacity.

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

Tonya M. Butler
Notary Public: Tonya M. Butler

My Commission expires: _____
TONYA M. BUTLER
Notary Public, District of Columbia
My Commission Expires 10/31/2023

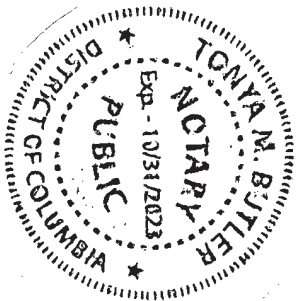


EXHIBIT A

LEGAL DESCRIPTION

All that certain lot or parcel of land together with all improvements thereon located and being in the City of College Park in the State of Maryland and being more particularly described as follows:

Exhibit "A"
Legal Description

All that land, located in the Twenty-first (21st) Election District, Prince George's County, Maryland, and more particularly described as follows:

Parcel One:

Lots numbered Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) in Block numbered Six (6) in the subdivision known as "Johnson and Curriden's Subdivision of COLLEGE PARK" pursuant to a plat recorded in Liber JWB No. 5 at folio 478, re-recorded in Plat Book "A" at Plat No. 50 among the Land Records of Prince George's County, Maryland.

BEING the same land conveyed to J.E. Smith Construction Corp. by Deed, dated April 29, 1960, recorded in Liber 2446 at folio 241 among said Land Records.

BEING identified for purposes of taxation and assessment as Tax Account No. 21-2349223 with a street address of 4812 College Avenue, College Park, Maryland 20740.

Parcel Two:

West Ten feet (10") of Lot numbered Three (3) and all of Lots numbered Four (4), Five (5), Six (6) and Seven (7) in Block lettered "C" in the subdivision known as "Ashford and Kelley's Subdivision of Square 19, 20 and 21, in Johnson and Curriden's Subdivision of COLLEGE PARK" pursuant to a plat recorded in Liber JWB No. 25 at folio 170, re-recorded in Plat Book "A" at Plat No. 48 among the Land Records of Prince George's County, Maryland.

BEING the same land conveyed to J.E. Smith Construction Corporation by Deed, dated April 23, 1952, recorded in Liber 1489 at folio 440 among said Land Records.

BEING identified for purposes of taxation and assessment as Tax Account No. 21-2398055 with a street address of 4604 Knox Road, College Park, Maryland 20740.

Parcel Three:

Lots numbered Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block numbered Ten (10) in the subdivision known as "Johnson and Curriden's Subdivision of COLLEGE PARK" pursuant to a plat recorded in Liber JWB No. 5 at folio 478, re-recorded in Plat Book "A" at Plat No. 50 among the Land Records of Prince George's County, Maryland;

SAVING AND EXCEPTION THEREFROM, HOWEVER, that portion of said Lots, being a strip of land thirteen feet (13') deep by two hundred feet (200') wide conveyed to Maryland Traction Company by Deed dated August 29, 1898, recorded in Liber JB No. 4 at folio 197 among said Land Records.

BEING the same land conveyed to University Gardens, Inc. by Deed, dated June 9, 1947, recorded in Liber 931 at folio 1 among said Land Records.

BEING identified for purposes of taxation and assessment as Tax Account No. 21-2411064 with a street address of 4620 Knox Road, College Park, Maryland 20740.

MARYLAND ATTORNEY CERTIFICATION

I hereby certify that the within instrument was prepared by Michael D. Ravitch, Esq., an attorney at law, duly admitted to practice before the Court of Appeals of the State of Maryland.



Michael D. Ravitch, Esq., Attorney at Law

**MARYLAND
FORM
WH-AR**
**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence**
2021

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor J. E. Smith Corporation, a Maryland corporation and University Gardens, Inc., a Maryland corporation

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers).

Those certain improved real properties located at 4604 Knox Road, 4620-22 Knox Road, 4624-26 Knox Road, 4812 A College Avenue, 4812 B College Avenue, in College Park, Maryland

3. Reasons for Exemption**Resident Status**☐

As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☒

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence☐

Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

**Date

Signature

3b. Entity Transferors

Please see attached signature page

Witness/Attest

Name of Entity

By

Name

**Date

Title

12-14-21

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

IN WITNESS WHEREOF, Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

WITNESS:

TRANSFEROR:

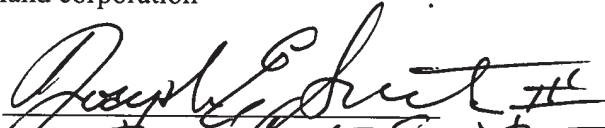
J. E. Smith Corporation,
a Maryland corporation

DATED: 12-14-21

By:

Name:

Title:

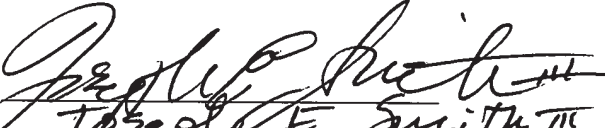

Joseph E. Smith III
President

University Gardens, Inc.,
a Maryland corporation

By:

Name:

Title:


Joseph E. Smith III
President

☐ **Baltimore City** ☒ **County:** PRINCE GEORGE'S
*Information provided is for the use of the Clerk's Office, State Department of
 Assessments and Taxation, and County Finance Office Only.*
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

Space Reserved for County Validation

PRINCE GEORGE'S COUNTY, MD
APPROVED BY: # 1
DATE: 3/3/22

PRINCE GEORGE'S COUNTY, MD
APPROVED BY: # 2
DATE: 3/3/22

\$ 7700 RECORDATION TAX PAID
\$ _____ TRANSFER TAX PAID

RECORDATION TAX PAID
TRANSFER TAX PAID

This Instrument Prepared By:
John A. Stalfort, Esquire
Miles & Stockbridge P.C.
1201 Pennsylvania Ave NW
Suite 900
Washington, DC 20004

This Partial Purchase Money Deed of Trust, Assignment and Security Agreement constitutes a purchase money deed of trust to the extent of \$10,500,000.00 (the "Purchase Money"), and is entitled to an exemption from Maryland Recordation Tax to the extent of the Purchase Money pursuant to section 12-108(i) of the Tax-Property Article of the Maryland Annotated Code.

This Document Serves as a Fixture Filing under Section 9-502
of the Maryland Uniform Commercial Code

**PARTIAL PURCHASE MONEY DEED OF TRUST,
ASSIGNMENT AND SECURITY AGREEMENT**

Grantor's Organizational Identification Number: 87-3406241

THIS PARTIAL PURCHASE MONEY DEED OF TRUST, ASSIGNMENT AND SECURITY AGREEMENT is made this 14th day of December, 2021, by COLLEGE PARK PROJECT, LLC, a Maryland limited liability company (herein referred to as the "**Grantor**"), to Robert Hillman, as Trustee (herein referred to as the "**Individual Trustee**"), and BURKE & HERBERT BANK & TRUST COMPANY (herein referred to as the "**Lender**").

RECITALS

1. Simultaneously with the execution and delivery of this Partial Purchase Money Deed of Trust, Assignment and Security Agreement, the Lender has extended to the Grantor a loan in the original principal amount of \$11,900,000.00 (hereinafter referred to as the "**Loan**"), which is evidenced by a certain Promissory Note of even date herewith executed by the Grantor, as maker, payable to the order of the Lender in the amount of the Loan (such Promissory Note, together with any extensions or renewals thereof or substitutions therefor, is hereinafter referred to as the "**Note**").

2. As a condition precedent to the making of the Loan to the Grantor, the Lender has required that the Grantor execute and deliver this Partial Purchase Money Deed of Trust, Assignment and Security Agreement as security for the payment and performance of all of the Grantor's obligations to the Lender under the Loan.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees as follows:

Article I. Definitions, Rules of Construction.

Section 1.01. Definitions. As used in this Partial Purchase Money Deed of Trust, Assignment and Security Agreement, the terms defined in the Preamble and Recitals hereto shall have the respective meanings specified therein, and the following terms shall have the meanings indicated:

LR - DOT/MTA Recording
Fee - \$175.00
Name: COLLEGE PARK
PROJECT LLC
Self:
Surcharge 40.00
State Transfer Tax 0.00
Total: 115.00
70,290.00
12:53
CC16-PP
PRINCE GEORGE'S
COUNTY/CC07.03.01 -
Register 01

"Accounts" means all accounts of the Grantor within the meaning of the Uniform Commercial Code of the State derived from or arising out of the use, occupancy or enjoyment of the Property or for services rendered therein or thereon.

"Additional Interest" means any and all interest, fees, charges, termination payments, penalties and other sums of any kind or nature whatsoever, now or hereafter owing under the terms of any Swap Contract.

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

"Assignment of Leases" means the Assignment of Lessor's Interest in Leases of even date hereof executed by the Grantor for the benefit of the Beneficiary to further secure the Obligations, as the same may from time to time be extended, amended, restated or otherwise modified.

"Banking Day" means any day that is not a Saturday, Sunday or banking holiday in the State.

"Beneficiary" means the Lender and its successors and assigns.

"Casualty" means any act or occurrence of any kind or nature that results in damage, loss or destruction to the Property.

"Claim" means any liability, suit, action, claim, demand, loss, expense, penalty, fine, judgment or other cost of any kind or nature whatsoever, including without limitation, fees, costs and expenses of attorneys, consultants, contractors and experts.

"Condemnation" means any taking of title, of use, or of any other property interest under the exercise of the power of eminent domain, whether temporarily or permanently, by any Governmental Authority or by any Person acting under Governmental Authority.

"Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

"Construction Completion Guaranty Agreement" means the Individual-Unit Construction Completion Guaranty Agreement of even date herewith executed by the Guarantor for the benefit of the Lender, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Contracts of Sale" means any contracts for the sale of all or any part of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the Proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, to receive and collect all payments due under any contracts of sale.

"Deed of Trust" means this Partial Purchase Money Deed of Trust, Assignment and Security Agreement executed by the Grantor for the benefit of the Beneficiary, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Default" means an event which, with the giving of Notice or lapse of time, or both, could or would constitute an Event of Default under the provisions of this Deed of Trust.

"Encumbrance" means any Lien, easement, right of way, roadway (public or private), common area, condominium regime, cooperative housing regime, restrictive covenant, Lease or other matter of any nature that would affect title to the Property.

"Environmental Assessment" means a report of an environmental assessment of the Property of such scope (including but not limited to the taking of soil borings and air and groundwater samples and other above and below ground testing) as the Beneficiary may request, prepared by a recognized environmental consulting firm acceptable to the Beneficiary in all respects and sufficient in detail to comply with the Beneficiary's established guidelines and the guidelines of any appropriate Governmental Authority.

"Environmental Indemnification" means the Environmental Indemnification Agreement of even date hereof executed by the Grantor and the Guarantor for the benefit of the Beneficiary, as the same may from time to time be extended, amended, restated or otherwise modified.

"Environmental Requirement" means any Law or other agreement or restriction, whether public or private (including but not limited to any condition or requirement imposed by any insurer or surety company), now existing or hereafter created, issued or enacted and all amendments thereto, modifications thereof and substitutions therefor, which in any way pertains to human health, safety or welfare, Hazardous Materials, Hazardous Materials Contamination or the environment (including but not limited to ground, air, water or noise pollution or contamination, and underground or above ground tanks) and shall include without limitation, the Resource Conservation and Recovery Act (the Solid Waste Disposal Act), 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; and the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.

"Equipment" means all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Improvements), now or hereafter located or contained in or upon, or attached to, the Real Property, whether now owned or hereafter acquired by the Grantor; together with all Additions to the Equipment and Proceeds thereof.

"Event of Default" means the occurrence of any one or more of the events specified in Article VI of this Deed of Trust and the continuance of such event beyond the applicable cure periods, if any, set forth in Article VI.

"Expenses" means all costs and expenses of any nature whatsoever incurred at any time and from time to time (whether before or after an Event of Default) by the Beneficiary or the Trustee in exercising or enforcing any rights, powers and remedies provided in this Deed of Trust or any of the other Financing Documents, including, without limitation, attorney's fees, court costs, receiver's fees, management fees and costs incurred in the repair, maintenance and operation of, or taking possession of, or selling, the Property.

"Financing Documents" means this Deed of Trust, the Note, the Loan Agreement, the Limited Guaranty Agreement, the Construction Completion Guaranty Agreement, the Assignment of

Leases, the Environmental Indemnification, any and all Swap Contracts and any and all other documents which the Grantor, the Guarantor or any other party or parties have executed and delivered, or may hereafter execute and deliver, to evidence, secure or guarantee the Obligations, or any part thereof, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Governmental Authority" means any governmental or quasi-governmental entity, including, without limitation, any department, commission, board, bureau, agency, administration, service or other instrumentality of any governmental entity.

"Guarantor" means JKN Investments Limited Partnership, a Maryland limited partnership.

"Hazardous Materials" means any and all hazardous or toxic substances, wastes or materials which, because of their quantity, concentration, or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard or nuisance to human health, safety or welfare or to the environment when used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled, including without limitation, any substance, waste or material which is or contains asbestos, radon, polychlorinated biphenyls, urea formaldehyde, explosives, radioactive materials or petroleum products.

"Hazardous Materials Contamination" means the contamination (whether presently existing or occurring after the date of this Deed of Trust) of the Improvements, facilities, soil, ground water, air or other elements on, in or constituting a part of, the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, ground water, air or other elements on, in or constituting a part of, any other property as a result of Hazardous Materials at any time (whether before or after the date of this Deed of Trust) emanating from the Property.

"Improvements" means all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land.

"Land" means the land described in Exhibit "A" attached hereto, together with (a) all estates, title interests, title reversion rights, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, gaps, gores, liberties, privileges, water rights, water courses, alleys, streets, passages, ways, vaults, licenses, tenements, franchises, hereditaments, appurtenances, easements and other rights, now or hereafter owned by the Grantor and belonging or appertaining to the Land, (b) all Claims whatsoever of the Grantor with respect to the Land, either in law or in equity, in possession or in expectancy, and (c) all estate, right, title and interest of the Grantor in and to all streets, roads and public places, opened or proposed, now or hereafter adjoining or appertaining to, the Land.

"Laws" means federal, state and local laws, statutes, rules, ordinances, regulations, codes, licenses, authorizations, decisions, injunctions, interpretations, orders or decrees of any court or other Governmental Authority having jurisdiction as may be in effect from time to time.

"Leases" means all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

"Lien" means any mortgage, deed of trust, pledge, security interest, assignment, judgment, lien or charge of any kind, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction.

"Limited Guaranty Agreement" means the Limited Guaranty and Indemnification Agreement of even date herewith executed by the Guarantor for the benefit of the Lender, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Loan Agreement" means the Loan Agreement of even date hereof by and between the Grantor and the Beneficiary which sets forth, among other things, the terms and conditions upon which the Loan proceeds will be disbursed, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

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

"Notice" means a written communication delivered by hand, or sent by overnight courier, or by certified or registered mail, postage prepaid, return receipt requested, to the Person to whom such communication is to be given, at the following addresses:

Beneficiary:	Burke & Herbert Bank & Trust Company 300 North Lee Street, 4 th Floor Alexandria, Virginia 22314 Attn. Michael Solomon
With a copy to:	Miles & Stockbridge P.C. 1201 Pennsylvania Avenue, NW, Suite 900 Washington, DC 20004 Attn. John A. Stalfort, Esq.
Grantor:	College Park Project, LLC c/o Washington Property Company 4719 Hampden Lane, Suite 300 Bethesda, Maryland 20814 Attn. Charles K. Nulsen, III
With a copy to:	College Park Project, LLC c/o Washington Property Company 4719 Hampden Lane, Suite 300 Bethesda, Maryland 20814 Attn. Bruce B. McElvein, Esq.
Trustee:	Robert Hillman 6100 Executive Boulevard, Suite 400 Rockville, Maryland 20852

or at such other address as any party shall have notified the others of in the manner set forth in this definition.

"Obligations" means all present and future debts, obligations and liabilities of the Grantor to the Beneficiary and the Trustee arising pursuant to, and/or on account of the provisions of this Deed of Trust, the Note and any of the other Financing Documents, including, without limitation, the obligation to (a) pay all principal (including, again without limitation, any principal advanced after the date of this Deed of Trust and any principal that is repaid and readvanced), interest, late charges and prepayment premiums (if any) due at any time under the Note, and (b) pay all Expenses, indemnification payments and other sums due at any time under this Deed of Trust together with interest thereon as provided in Section 4.19, and (c) perform, observe and comply with all of the terms, covenants and conditions, expressed or implied, which the Grantor and/or any other Person are required by this Deed of Trust and any of the other Financing Documents, to perform, observe or comply with.

"Permitted Encumbrances" means (a) the Encumbrances set forth in the Commitment for Title Insurance No. FNTIC-DC210748 issued on November 17, 2021, by Fidelity National Title Insurance Company, as updated to the date of this Deed of Trust, (b) this Deed of Trust, (c) any Leases so long as such Leases are subject and subordinate to this Deed of Trust, and (d) liens for Property Assessments which are either (i) not delinquent, or (ii) being contested in accordance with the provisions of Section 4.20.

"Person" means an individual, a corporation, a partnership, a limited liability company, a joint venture, a trust, an unincorporated association, any Governmental Authority or any other entity.

"Personalty" means all of the 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, (b) the Accounts, (c) 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 the Beneficiary shall have no responsibility for the performance of the Grantor's obligations thereunder), and (d) 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; provided, however, that if, now or in the future, any of the Obligations secured by this Deed of Trust, or covered by any lien created hereby, include any Special Flood Zone Loan (as hereinafter defined), then the following shall apply: any such Special Flood Zone Loan shall not be secured pursuant to any security interest or lien created by this Deed of Trust in personal property that would constitute "contents" located within any Flood Zone Improvements (as hereinafter defined) securing such Special Flood Zone Loan. For purposes of the foregoing, (i) the term "Flood Zone Improvements" shall mean any "improved" real property that is located within a Special Flood Hazard Area, (ii) a "Special Flood Zone Loan" means a loan, line of credit or other credit facility which is secured by Flood Zone Improvements, and (iii) the terms "improved" real property, "Special Flood Hazard Area," and "contents" shall have the meanings ascribed to them by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 et seq., and implementing regulations, 44 C.F.R. Parts 59 et seq., and/or the Federal Emergency Management Agency, all as may be amended from time to time.

"Proceeds", when used with respect to any of the collateral described in this Deed of Trust, means all proceeds within the meaning of the Uniform Commercial Code of the State and shall also include the proceeds of any and all insurance policies.

"Property" means the Land, the Improvements and the Personalty, and all Additions to, and Proceeds of, all of the foregoing.

"Property Assessments" means all taxes, payments in lieu of taxes, water rents, sewer rents, assessments, condominium charges, maintenance charges and other governmental or municipal or public or private dues, 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 upon any Leases or any Rents, whether levied directly or indirectly or as excise taxes, as income taxes, or otherwise.

"Real Property" means the Land and the Improvements, and all Additions to, and Proceeds of, each of the foregoing.

"Reimbursement Rate" means a floating rate of interest equal at all times to the greater of (a) four percent (4%) per annum in excess of the floating and fluctuating per annum prime rate of interest of the Beneficiary, as established and declared by the Beneficiary at any time or from time to time (such prime rate does not necessarily represent the lowest rate of interest charged by the Beneficiary to borrowers of the Beneficiary) or (b) four percent (4%) per annum in excess of the interest rate set forth in the Note.

"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 the Property, or from any Lease or other use or occupancy agreement pertaining to the Property.

"State" means the State of Maryland.

"Taxes" means all taxes and assessments whether general or special, ordinary or extraordinary, or foreseen or unforeseen, which at any time may be assessed, levied, confirmed or imposed on the Grantor or on any of its properties or assets or any part thereof or in respect of any of its franchises, businesses, income or profits.

"Transfer" means any direct or indirect sale, assignment, conveyance or transfer, including, without limitation, any contract or agreement to sell, assign, convey or transfer, whether made with or without consideration.

"Trustee" means the Individual Trustee or their successors in trust who may be acting under and pursuant to this Deed of Trust from time to time.

"Swap Contract" means any agreement, whether or not in writing, relating to any Swap Transaction, including, unless the context otherwise clearly requires, any form of master agreement published by the International Swaps and Derivatives Association, Inc., or any other master agreement, entered into prior to the date hereof or any time after the date hereof, between any Swap Counterparty and the Grantor or any affiliate of the Grantor in connection with the Loan, together with any related schedule and confirmation, as amended, supplemented, superseded or replaced from time to time.

"Swap Counterparty" means the Beneficiary or any affiliate of the Beneficiary, in its capacity as counterparty under any Swap Contract.

"Swap Transaction" means any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond option, note or bill option, interest rate option, forward foreign exchange transaction, cap transaction, collar transaction, floor transaction, currency swap transaction, cross-currency rate swap transaction, swap option,

currency option, credit swap or default transaction, T-lock, or any other similar transaction (including any option to enter into the foregoing) or any combination of the foregoing, entered into prior to the date hereof or any time after the date hereof between any Swap Counterparty and the Grantor or any affiliate of the Grantor so long as a writing, such as a Swap Contract, evidences the parties' intent that such obligations shall be secured by this Deed of Trust.

Section 1.02. 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" mean and include "covenant" and "covenants". The headings of this Deed of Trust are for convenience only and shall not define or limit the provisions hereof. All references (a) made in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) made in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to the Land, Improvements, Personalty, Real Property or Property shall mean all or any portion of each of the foregoing, respectively, and (d) to Section numbers are to the respective Sections contained in this Deed of Trust unless expressly indicated otherwise. If the Grantor is two (2) or more Persons, the term "Grantor" shall also refer to all of the Persons signing this Deed of Trust as a Grantor, and to each of them, and all of them are jointly and severally bound, obligated and liable hereunder. The Trustee or the Beneficiary may release, compromise, modify or settle with any of the Grantor, in whole or in part, without impairing, lessening or affecting the obligations and liabilities of the others of the Grantor hereunder or under the Note. Any of the acts mentioned aforesaid may be done without the approval or consent of, or notice to, any of the Grantor.

Article II. Granting Clauses; Condition of Grant. In order to secure the prompt payment and performance of the Obligations, the Grantor (a) grants, bargains, sells and conveys the Real Property unto the Trustee in trust for the benefit of the Beneficiary, to have and to hold the Real Property unto the Trustee in fee simple forever; provided that, the Grantor may retain possession of the Real Property until the occurrence of an Event of Default; and (b) grants the Beneficiary a lien on, and security interest in, the Personalty; and (c) unconditionally and absolutely assigns the Leases and Rents to the Beneficiary (but subject to the license for collection of Rents described in Section 4.14 (b)); and (d) assigns to, and grants the Beneficiary a security interest in, any Contracts of Sale; and (e) assigns to the Beneficiary all Condemnation Awards and any insurance proceeds payable with respect to any Casualty. If and when the Grantor has paid and performed all of the Obligations, and no further advances are to be made under the Loan Agreement, the Trustee, upon request by the Beneficiary, will provide a release of this Deed of Trust to the Grantor. The Grantor shall be responsible for the recordation of such release and payment of any recording costs.

Article III. Representations and Warranties. The Grantor makes the following representations and warranties to the Beneficiary:

Section 3.01. Organization, Power and Authority of the Grantor; Financing Documents. The Grantor (a) is a limited liability company duly organized, and existing and in good standing under the laws of the state in which it is organized, and is duly qualified to do business and in good standing in the state in which the Property is located (if different from the state of its formation) and in any other state in which the Grantor conducts business, and (b) has the power, authority and legal right to own its property and carry on the business now being conducted by it and to engage in the transactions contemplated by the Financing Documents. The execution and delivery of, and the carrying out of the transactions contemplated by, the Financing Documents executed by the Grantor, and the performance and observance of the terms and conditions of such Financing Documents, have been duly authorized by all necessary limited liability company action of the Grantor. The Financing Documents to which the Grantor is a party constitute the valid and legally binding obligations of the Grantor and are fully enforceable against the Grantor in accordance with their respective terms.

Section 3.02. Other Documents; Laws. The execution and performance of the Financing Documents executed by the Grantor and the consummation of the transactions contemplated thereby will not conflict with, result in any breach of, or constitute a default under, the operating agreement of the Grantor, or any contract, agreement, document or other instrument to which the Grantor is a party or by which the Grantor may be bound or affected, and do not and will not violate or contravene any Law to which the Grantor is subject.

Section 3.03. Taxes. The Grantor has filed all federal, state, county and municipal Tax returns required to have been filed by the Grantor and has paid all Taxes which have become due pursuant to such returns or pursuant to any Tax assessments received by the Grantor.

Section 3.04. Legal Actions. There are no (a) Claims pending or, to the best of the Grantor's knowledge and belief, threatened, against or affecting the Grantor, the Grantor's business or the Property, or (b) investigations at law or in equity, before or by any court or Governmental Authority, pending or, to the best of the Grantor's knowledge and belief, threatened, against or affecting the Grantor, the Grantor's business or the Property. The Grantor is not in default with respect to any order, writ, injunction, decree or demand of any court or any Governmental Authority affecting the Grantor or the Property.

Section 3.05. Nature of Loan; Usury; Disclosures. The Grantor is a business or commercial organization, and the Loan is being made solely for the purpose of carrying on or acquiring a business or commercial enterprise. The rate of interest charged on the Loan does not, and will not, violate any usury Law or interest rate limitation. The Loan is not subject to the federal Consumer Credit Protection Act (15 U.S.C. §1601 et. seq.) nor any other federal or state disclosure or consumer protection laws. The Grantor represents and warrants that this Deed of Trust is supported by valuable consideration and that the Grantor will benefit from the making of the Loan.

Section 3.06. Trade Names. The Grantor conducts its business solely under the name set forth in the Preamble to this Deed of Trust and makes use of no trade names in connection therewith, unless such trade names have been previously disclosed to the Beneficiary in writing.

Section 3.07. Warranty of Title. The Grantor is (a) the owner of the fee simple legal title to the Real Property, (b) except for the Permitted Encumbrances, the owner of all of the beneficial and/or equitable interest in and to the Real Property, and (c) lawfully seized and possessed of the Real Property. The Grantor has the right and authority to convey the Real Property and does hereby warrant specially, and agrees to defend, the Real Property and the title thereto, whether now owned or hereafter acquired, against all Claims by any Person claiming by, through, or under the Grantor. The Real Property is subject to no Encumbrances other than the Permitted Encumbrances.

Section 3.08. Property Assessments. The Real Property is assessed for purposes of Property Assessments as a separate and distinct parcel from any other property, such that the Real Property shall never become subject to the Lien of any Property Assessments levied or assessed against any property other than the Real Property.

Section 3.09. Independence of the Real Property. No building or other improvements on property not covered by this Deed of Trust rely on the Real Property or any interest therein to fulfill any requirement of any Governmental Authority for the existence of such property, building or improvements; and none of the Real Property relies, or will rely, on any property not covered by this Deed of Trust or any interest therein to fulfill any requirement of any Governmental Authority. The Real Property has been

properly subdivided from all other property in accordance with the requirements of any applicable Governmental Authorities.

Section 3.10. Existing Improvements. The existing Improvements, if any, were constructed, and are being maintained, in accordance with all applicable Laws, including, without limitation, zoning Laws.

Section 3.11. Personalty. The Grantor has good title to the Equipment, and the Personalty is not subject to any Encumbrance other than the Permitted Encumbrances.

Section 3.12. Leases, Rents, Contracts of Sale. The Leases, Rents and Contracts of Sale are not subject to any Encumbrance other than the Permitted Encumbrances.

Section 3.13. Presence of Hazardous Materials or Contamination; Compliance With Environmental Requirements. To the best of the Grantor's knowledge and belief, and except as otherwise disclosed in the Environmental Report (as defined in the Environmental Indemnification), (a) no Hazardous Materials are currently located on the Property, nor is the Property affected by any Hazardous Materials Contamination, (b) the Property has never been used as a manufacturing, storage, treatment, processing, recycling or disposal site for Hazardous Materials, and (c) no property in the vicinity of the Real Property has ever been used as a manufacturing, storage, treatment, processing, recycling or disposal site for Hazardous Materials, nor is any such property affected by Hazardous Materials Contamination. The present condition and uses of, and activities on, the Property do not violate any Environmental Requirement and the uses of the Property which the Grantor and each tenant and subtenant, if any, intend in the future to make of the Property comply and will comply with all applicable Environmental Requirements. Neither the Grantor, nor to the Grantor's knowledge, any tenant or subtenant, has obtained or is required to obtain any permit or other authorization to construct, occupy, operate, use or conduct any activity on, the Property by reason of any Environmental Requirement. The Grantor has received no notice, and is not aware, of any Claim involving a violation of any Environmental Requirement with respect to the Property or any parcel in the vicinity of the Real Property or any operation conducted on the Property or on any parcel in the vicinity of the Real Property. There is no Environmental Requirement which requires any work, repair, construction, capital expenditure, or other remedial work of any nature whatsoever to be undertaken with respect to the Property.

Section 3.14. Financial Statements. The financial statements heretofore delivered by the Grantor and any other party or parties to the Beneficiary are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles consistently applied, and fairly present the respective financial conditions of the subjects thereof as of the respective dates thereof. No material adverse change has occurred in the financial conditions reflected therein since the respective dates thereof and no material additional liabilities have been incurred by the Grantor or any such other party or parties since the date thereof other than the borrowings contemplated herein or as approved in writing by the Beneficiary.

Article IV. Affirmative Covenants.

Section 4.01. Obligations. The Grantor agrees to promptly pay and/or perform or cause to be paid and/or performed all of the Obligations, time being of the essence in each case.

Section 4.02. Insurance. The Grantor shall maintain the following insurance at its sole cost and expense:

(a) Insurance against Casualty to the Property under a policy or policies covering such risks as are ordinarily insured against by similar businesses, but in any event including fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke, vandalism and malicious mischief. Unless otherwise agreed in writing by the Beneficiary, such insurance shall be for the full insurable value of the Property. The deductible amount under such policy or policies shall not exceed \$10,000, provided however, that the deductible amount for water leaks under such policy or policies shall not exceed \$50,000. No policy of insurance shall be written such that the proceeds thereof will produce less than the minimum coverage required by this Section by reason of co-insurance provisions or otherwise. The term "full insurable value" means the actual replacement cost of the Property (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items). The "full insurable value" shall be determined from time to time at the request of the Beneficiary (but not more frequently than once every three (3) years) by an appraiser or appraisal company or one of the insurers, who shall be selected and paid for by the Grantor but subject to the Beneficiary's approval.

(b) Comprehensive general public liability insurance for injuries to Persons and damage to property, in limits of not less than \$2,000,000 for any one occurrence and \$5,000,000 for the aggregate of all occurrences during any given annual policy period. Such insurance shall name the Beneficiary as an additional insured.

(c) Workers' compensation insurance for all employees of the Grantor in such amount as is required by Law.

(d) During any period of construction upon the Property, the Grantor shall maintain, or cause others to maintain, builder's risk insurance (non-reporting form) of the type customarily carried in the case of similar construction for the full replacement cost of work in place and materials stored at or upon the Property. Notwithstanding the foregoing, the Grantor shall not be required to obtain or cause others to obtain builder's risk insurance for the following work in the Improvements: (i) flooring; (ii) painting; and (iii) the replacement of cabinets and appliances.

(e) If at any time the Property is in an area that has been identified as having special flood and mudslide hazards, and flood insurance is available in such area, the Grantor shall purchase and maintain a flood insurance policy in form and amount acceptable to the Beneficiary but in no event shall such amount be less than the amount that can be procured under the National Flood Insurance Program. If the Grantor shall fail to purchase and maintain such insurance as required hereunder, then the Beneficiary shall purchase and maintain such insurance as required by any applicable Law ("**Force Placed Insurance**"). The sole beneficiary under any Force Placed Insurance policy shall be the Beneficiary, and the Grantor shall have no rights or benefits thereunder, including any right to collect proceeds of or benefits under any Force Placed Insurance policy following destruction of the Property, or any portion thereof. All amounts paid by the Beneficiary for premiums for Force Placed Insurance on the Property shall be billed directly to the Grantor through an escrow account that will be established with the Beneficiary for the purposes of collecting any payments from the Borrower in accordance with this Section 4.02(e). In the event that the Property is not in an area having special flood and mudslide hazards, the Grantor shall deliver to the Beneficiary upon request evidence satisfactory to the Beneficiary stating that the Property is not in such a flood or mudslide hazard area.

(f) Business interruption insurance in an amount acceptable to the Beneficiary.

(g) The Grantor will obtain and keep in force such other and further insurance as may be required from time to time by the Beneficiary in order to comply with regular requirements and practices of the Beneficiary in similar transactions.

Each policy of insurance shall (i) be issued by one or more recognized, financially sound and responsible insurance companies approved by the Beneficiary and which are qualified or authorized by the Laws of the State to assume the risks covered by such policy, (ii) with respect to the insurance described under the preceding subsections (a), (d), (e) and (f), have attached thereto standard non-contributing, non-reporting mortgagee clauses in favor of and entitling the Beneficiary without contribution to collect any and all proceeds payable under such insurance, (iii) provide that such policy shall not be cancelled or modified without at least thirty (30) days prior written notice to the Beneficiary, and (iv) provide that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of the Grantor which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment. Unless an escrow account has been established for insurance premiums pursuant to Section 4.05, the Grantor shall promptly pay all premiums when due on such insurance and, not less than thirty (30) days prior to the expiration dates of each such policy, the Grantor will deliver to the Beneficiary a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the Beneficiary. The Grantor will immediately give the Beneficiary Notice of any cancellation of, or change in, any insurance policy. The Beneficiary shall not, because of accepting, rejecting, approving or obtaining insurance, incur any liability for (i) the existence, nonexistence, form or legal sufficiency thereof, (ii) the solvency of any insurer, or (iii) the payment of losses.

Section 4.03. Adjustment of Condemnation and Insurance Claims. The Grantor shall give prompt Notice to the Beneficiary of any Casualty or any Condemnation or threatened Condemnation. The Beneficiary is authorized, at its sole option, to commence, appear in and prosecute, in its own or the Grantor's name, any action or proceeding relating to any Condemnation or Casualty, and to settle or compromise any Claim in connection therewith. In such case, the Beneficiary may also deduct from any payment all of its Expenses. The Beneficiary agrees, however, that, so long as no Event of Default has occurred, it will not settle or compromise any such Claim without the prior written consent of the Grantor, which consent shall not be unreasonably withheld or delayed. If the Beneficiary elects not to adjust a Claim, the Grantor agrees to promptly pursue the settlement and compromise of the Claim subject to the Beneficiary's approval which will not be unreasonably withheld or delayed. If, prior to the receipt by the Beneficiary of any Condemnation Award or insurance proceeds, the Property shall have been sold pursuant to the provisions of Section 7.02, the Beneficiary shall have the right to receive such funds to the extent of (a) any deficiency found to be due upon such sale with interest thereon (whether or not a deficiency judgment on this Deed of Trust shall have been sought or recovered or denied), and (b) necessary to reimburse the Beneficiary for its Expenses. The Grantor agrees to execute and deliver from time to time, upon the request of the Beneficiary, such further instruments or documents as may be requested by the Beneficiary to confirm the grant and assignment to the Beneficiary of any Condemnation Awards or insurance proceeds.

Section 4.04. Application of Net Proceeds. Net Proceeds must be applied to either (a) the payment of the Obligations, or (b) the restoration of the Property. If an Event of Default has occurred, the Beneficiary shall determine, in its sole discretion, the manner in which Net Proceeds are to be applied. Notwithstanding the foregoing sentence and provided that no Event of Default has occurred and is continuing, the Grantor may first apply, without the consent of the Beneficiary, Net Proceeds in the amount of equal to or less than twenty-five percent (25%) of Net Proceeds for the restoration of the Property. In the event that, and to the extent that, Net Proceeds are to be applied to the restoration of the Property, each of the following conditions must also be met and complied with:

(a) An escrow account shall have been established with the Beneficiary composed of Net Proceeds, and, if necessary, additional deposits made by the Grantor, which, in the sole judgment of the Beneficiary, is sufficient to restore the Property to its use, value and condition immediately prior to the Casualty or Condemnation. The Beneficiary shall be entitled, at the expense of the Grantor, to consult such professionals as the Beneficiary may deem necessary, in its sole discretion, to determine the total costs of restoring the Property. No interest will be paid on funds in the escrow account. The Grantor hereby assigns to, and grants the Beneficiary a security interest in, such escrow account and the funds therein to secure the payment and performance of the Obligations.

(b) All Leases must continue in full force and effect (subject to rent abatement during restoration as may be provided in the Leases) or, if terminated, the terminated Leases must have been replaced with Leases of equal quality in the reasonable judgment of the Beneficiary. Any tenant having the right to terminate its Lease due to the Casualty or Condemnation, and which has not exercised that right, shall have confirmed in writing to the Beneficiary its irrevocable waiver of such termination right.

(c) Proceeds from rental loss or business interruption insurance, or both, or other moneys of the Grantor, must be available to the Grantor in such amounts as the Beneficiary, in its reasonable judgment, considers sufficient to pay the debt service under the Note, and all Property Assessments, insurance premiums and other sums becoming due from the Grantor pursuant to this Deed of Trust and the Note during the time required for restoration.

(d) All restoration will be conducted under the supervision of an architect or engineer, or both, selected and paid for by the Grantor and approved in advance by the Beneficiary, and by a general contractor who shall be approved by the Beneficiary and shall have executed a fixed price contract.

(e) The restoration will be performed pursuant to plans and specifications approved by the Beneficiary.

(f) If required by the Beneficiary at its sole option, the contractor or contractors responsible for the restoration shall have obtained payment and performance bonds from a corporate surety acceptable to the Beneficiary and naming the Beneficiary as dual obligee.

(g) The Limited Guaranty Agreement and the Construction Completion Guaranty Agreement shall remain in full force and effect and the Guarantor shall so confirm to the Beneficiary. If the conditions for the reduction in, and/or termination of, the liability of the Guarantor has been satisfied as described in the Limited Guaranty Agreement or the Construction Completion Guaranty Agreement, the Limited Guaranty Agreement or the Construction Completion Guaranty Agreement (as applicable) shall be re-executed for the maximum, aggregate amount of the Obligations within five (5) days after demand by the Beneficiary and continue in effect until such conditions are again satisfied.

(h) The Grantor shall have provided the Beneficiary with satisfactory evidence that there has been no adverse change in the economic viability of the Property since the date of this Deed of Trust, such evidence to include, among other things, an appraisal and market study prepared by a firm or firms acceptable to the Beneficiary, but at the Grantor's expense.

If any of the foregoing conditions are not satisfied, the Beneficiary may, in its sole discretion, apply Net Proceeds to the payment of the Obligations.

If applied to restoration, Net Proceeds (and any other funds required to be deposited with the Beneficiary) shall be disbursed from time to time in accordance with the terms and conditions of the

construction loan agreement most commonly used by the Beneficiary at the time of the Casualty or Condemnation for major commercial construction loans, and subject also to the following conditions (which shall control in the event of any conflict with the provisions of such construction loan agreement):

(a) Restoration shall commence within thirty (30) days following receipt of the Net Proceeds by the Beneficiary and shall be completed within such time as may be determined by the Beneficiary in view of the extent of the Casualty or Condemnation but, in any event, shall be completed within a reasonable period after the date the Net Proceeds are received.

(b) At the time of each disbursement, (i) no Leases shall have been terminated which either singularly or in the aggregate affect more than ten percent (10%) of the leasable area of the Property unless the same have been replaced with Leases of equal quality, in the reasonable judgment of the Beneficiary, and (ii) no Default shall have occurred.

(c) Restoration shall be performed in accordance with the requirements of Section 5.04.

(d) With respect to each disbursement and accompanying each request therefor, there shall be delivered to the Beneficiary (i) a certificate addressed to the Beneficiary from the architect or engineer supervising the restoration stating that such disbursement is to pay the cost of restoration not paid previously by any prior disbursement, that all restoration completed to the date of such certificate has been completed in accordance with applicable Laws and the approved plans and specifications, and that the amount of such disbursement, together with all other disbursements, does not exceed ninety percent (90%) of the aggregate of all costs incurred or paid on account of work, labor or services performed on, and materials installed in, the Property at the date of such certificate, and (ii) evidence satisfactory to the Beneficiary that all Claims then existing for labor, services and materials have been paid in full or will be paid in full from the proceeds of the disbursement requested.

(e) The final ten percent (10%) holdback shall be disbursed only upon delivery to the Beneficiary, in addition to the items required in paragraph (d) above, of the following:

(i) Final waivers of Liens from all contractors and subcontractors.

(ii) A certificate of the architect or engineer stating that the restoration has been completed in a good and workmanlike manner, in accordance with the plans and specification approved by the Beneficiary and in accordance with all applicable Laws.

(iii) An estoppel affidavit from each tenant occupying or leasing space in the Property who is required to vacate such space as a result of a Condemnation or Casualty and the resulting restoration of the Property, provided that such tenant continues to occupy the space subsequent to its renovation or a replacement space approved by the Beneficiary. The estoppel affidavit shall state that the tenant's Lease is in full force and effect.

(f) Immediately upon the occurrence of any Event of Default, the Beneficiary may apply Net Proceeds and any other sums deposited with the Beneficiary to the repayment of the Obligations.

Section 4.05. Property Assessments; Escrow. (a) Unless an escrow account for payment of Property Assessments is created pursuant to subsection (c) below, the Grantor will (i) promptly pay in full and discharge all Property Assessments, and (ii) exhibit to the Beneficiary, upon demand, the receipted bills for such Property Assessments prior to the day upon which the same shall become delinquent. Property

Assessments shall be considered delinquent as of the first day any interest or penalties commence to accrue thereon.

(b) In the event of the passage of any Law subsequent to the date of this Deed of Trust 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 the Beneficiary (including, without limitation, a requirement that internal revenue stamps be affixed to this Deed of Trust or any of the other Financing Documents), the Grantor will promptly pay any such tax. If the Grantor fails to make such prompt payment, or if any Law prohibits the Grantor from making such payment or would penalize the Beneficiary if the Grantor makes such payment, then the entire unpaid balance of the Obligations shall, without Notice, immediately become due and payable at the sole option of the Beneficiary. In no event, however, shall any income taxes of the Beneficiary or franchise taxes of the Beneficiary measured by income, or taxes in lieu of such income taxes or franchise taxes, be required to be paid by the Grantor.

(c) At any time and from time to time following the occurrence of an Event of Default, the Grantor shall pay to the Beneficiary monthly, on any date selected by the Beneficiary, such amount as the Beneficiary from time to time estimates will generate sufficient funds to pay all Property Assessments and premiums for the insurance required by Section 4.02 prior to the date such Property Assessments or insurance premiums next become due. The Beneficiary's estimates shall be based on the amounts actually payable or, if unknown, on the amounts actually paid for the year preceding that for which such payments are being made. Any deficiencies shall be promptly paid by the Grantor to the Beneficiary on demand. The Grantor shall transmit bills for the Property Assessments and insurance premiums to the Beneficiary as soon as received. When the Beneficiary has received from the Grantor, or on its account, funds sufficient to pay the same, the Beneficiary shall, except as provided below following an Event of Default, pay such bills. Payments for such purposes may be made by the Beneficiary at its discretion even though subsequent owners of the Property may benefit thereby. Upon foreclosure or release of this Deed of Trust or, to the extent permitted by Law, upon the occurrence of an Event of Default, the Beneficiary may apply any sums so deposited to the payment of the Obligations. If from time to time funds are accumulated under the terms of this Section in excess of the amount needed to pay the Property Assessments and such insurance premiums, the Grantor at least annually shall be given the option of (i) receiving a refund of the excess funds, (ii) applying the excess funds to the payment of the Obligations (provided prepayment is then permitted without penalty pursuant to the Note), or (iii) permitting the excess funds to remain in the escrow account established pursuant to this Section. If the Grantor fails to give Notice to the Beneficiary of its intent with respect to the application of the excess funds as provided in this Section within sixty (60) days from the date the Beneficiary mailed notice of the accumulation of the excess funds, the Beneficiary shall promptly return the excess funds to the Grantor. Within sixty (60) days after receipt from the Grantor of a Notice requesting a refund, the Beneficiary shall also return excess funds to the Grantor.

Section 4.06. Compliance with Laws. The Grantor will comply with and not violate, and cause to be complied with and not violated, all present and future Laws applicable to the Property and its use and operation.

Section 4.07. Maintenance and Repair of the Property. The Grantor, at the Grantor's sole expense, will (a) keep and maintain the Improvements and the Equipment in good condition, working order and repair, and (b) make all necessary or appropriate repairs and Additions to the Improvements and Equipment, so that each part of the Improvements and all of the Equipment shall at all times be in good condition and fit and proper for the respective purposes for which they were originally intended, erected, or installed.

Section 4.08. Additions to Security. All right, title and interest of the Grantor in and to all Improvements and Additions hereafter constructed or placed on the Property and in and to any Equipment hereafter acquired shall, without any further deed of trust, conveyance, assignment or other act by the Grantor, become subject to the Lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by the Grantor and specifically described in the granting clauses hereof. The Grantor agrees, however, to execute and deliver to the Trustee and/or the Beneficiary such further documents as may be required pursuant to Section 9.02.

Section 4.09. Inspection. The Grantor will permit the Beneficiary, or any Person authorized by the Beneficiary, to enter and make inspections of the Property at all reasonable times and as often as may be requested by the Beneficiary.

Section 4.10. Management. The Grantor at all times shall provide for the competent and responsible management and operation of the Property. Any management contract or contracts affecting the Property must be approved in writing by the Beneficiary prior to the execution of the same.

Section 4.11. Books and Records. The Grantor shall provide or cause to be provided to the Beneficiary all of the financial statements and other information required to be delivered with respect to the Grantor and each Guarantor at the times and in the manner set forth in the Loan Agreement and the other Financing Documents. The Grantor will keep and maintain full and accurate books and records administered in accordance with generally accepted accounting principles or on an income tax basis, consistently applied, showing in detail the earnings and expenses of the Property and the operation thereof. All financial statements shall be in form and detail satisfactory to the Beneficiary and shall contain or be attached to the signed and dated written certification of the reporting party in form specified by the Beneficiary to certify that the financial statements are furnished to the Beneficiary in connection with the extension of credit by the Beneficiary and constitute a true and correct statement of the reporting party's financial position. All certifications and signatures on behalf of corporations, partnerships, limited liability companies or other entities shall be by a representative of the reporting party satisfactory to the Beneficiary. All financial statements for a reporting party who is an individual shall be on the Beneficiary's then-current personal financial statement form or in another form satisfactory to the Beneficiary. To the extent required by the Beneficiary, all fiscal year-end financial statements of the Grantor shall be compiled or reviewed by independent certified public accountants acceptable to the Beneficiary, and shall contain all reports and disclosures required by generally accepted accounting principles for a fair presentation. All quarterly financial statements of the Grantor may be prepared by the applicable reporting party and shall include a minimum of a balance sheet and income statement. The Grantor shall provide, upon the Beneficiary's request, convenient facilities for the audit and verification of any such statement. Additionally, the Grantor will provide the Beneficiary at the Grantor's expense with all evidence that the Beneficiary may from time to time reasonably request as to compliance with all provisions of the Financing Documents. The Grantor shall promptly notify the Beneficiary of any event or condition that could reasonably be expected to have a Material Adverse Effect on the financial condition of the Grantor or the Guarantor (if known by the Grantor).

Section 4.12. Estoppel Certificates. Within ten (10) days after any request by the Beneficiary or a proposed assignee or purchaser of the Loan, the Grantor shall certify in writing to the Beneficiary, or to such proposed assignee or purchaser, the then unpaid balance of the Loan and whether the Grantor has any right of defense or setoff to the payment or performance of any of the Obligations.

Section 4.13. Subrogation. To the extent permitted by Law, the Beneficiary shall be subrogated, notwithstanding its release of record, to any Lien now or hereafter existing on the Property to the extent that such Lien is paid or discharged by the Beneficiary whether or not from the proceeds of the

Loan. This Section shall not be deemed or construed, however, to obligate the Beneficiary to pay or discharge any Lien.

Section 4.14. Leases. (a) The Beneficiary shall have the right to approve the form of any Lease executed after the date of this Deed of Trust. At any time, within thirty (30) days after Notice from the Beneficiary, the Grantor will deliver to the Beneficiary a written description in such reasonable detail as the Beneficiary may request of all of the Leases, including, without limitation, the names of all tenants, the terms of all Leases and the Rents payable under all Leases, and, on demand, the Grantor will furnish to the Beneficiary fully executed copies of any Leases as the Beneficiary may request. Within thirty (30) days after any request by the Beneficiary, the Grantor will notify all tenants under existing Leases, and agrees to thereafter notify all tenants under future Leases, that (i) the Grantor collects and receives all Rents pursuant to the license granted to it hereunder, and (ii) upon Notice from the Beneficiary that such license has been revoked, the tenant shall pay all unpaid Rent directly to the Beneficiary.

(b) So long as no Event of Default has occurred, the Grantor shall have a license (which license shall terminate automatically and without Notice upon the occurrence of an Event of Default) to collect upon, but not prior to accrual, the Rents under the Leases and, where applicable, subleases, such Rents to be held in trust for the Beneficiary. Each month, provided no Event of Default has occurred, the Grantor may retain such Rents as were collected that month and held in trust for the Beneficiary. Upon revocation of such license and following notification to the tenants under the Leases by the Beneficiary or the Trustee that Rents are to be paid to the Beneficiary, all Rents shall be paid directly to the Beneficiary and not through the Grantor. A demand by the Beneficiary on any tenant for the payment of Rent shall be sufficient to warrant such tenant to make future payments of Rent to the Beneficiary without the necessity of further consent by the Grantor.

(c) The Grantor, at its sole cost and expense, will use its best efforts to enforce or secure, or cause to be enforced or secured, the performance of each and every obligation and undertaking of the respective tenants under any Leases and will appear in and defend, at its sole cost and expense, any action or proceeding arising under, or in any manner connected with, such Leases.

(d) The Grantor will not assign the whole or any part of the Leases or Rents without the prior written consent of the Beneficiary, and any assignment without such consent shall be null and void.

(e) The Grantor will promptly perform all of its obligations under any Leases. The Grantor will not, without the prior written consent of the Beneficiary, (i) cancel, terminate, accept a surrender of, reduce the payment of rent under, or accept any prepayment of rent for more than one (1) month in advance under, any Lease, or (ii) permit a Lien on the Property superior to any Lease, other than this Deed of Trust.

(f) If any Leases are subordinate (either by their date, their express terms, or by subsequent agreement of the tenant) to this Deed of Trust, such Leases shall be subject to the condition (and this Deed of Trust so authorizes) that, in the event of any sale of the Property pursuant to the provisions of Section 7.02, the Leases shall continue in full force and effect as set forth in the required advertisement of sale, and the tenant or tenants thereunder will, upon request, attorn to and acknowledge in writing the purchaser or purchasers at such sale or sales as landlord thereunder. As to any Lease, neither the Beneficiary nor any purchaser or purchasers at foreclosure shall be bound by any payment of rent for more than one (1) month in advance or by any amendment or modification of the Lease made without the prior written consent of the Beneficiary or, subsequent to a foreclosure sale, such purchaser or purchasers.

(g) Neither the Trustee nor the Beneficiary shall be obligated to perform or discharge any obligation of the Grantor under any Lease. This assignment of the Leases in no manner places on the Beneficiary or the Trustee any responsibility for (i) the control, care, management or repair of the Property, (ii) the carrying out of any of the terms and conditions of the Leases, (iii) any waste committed on the Property, or (iv) any dangerous or defective condition on the Property (whether known or unknown). The Grantor agrees to indemnify the Trustee and the Beneficiary for, and forever hold them harmless from, any and all Claims arising out of, or in connection with, any Leases or any assignment thereof.

(h) In addition to the general assignment provided for in this Section, the Grantor has executed the Assignment of Leases to secure the Obligations, to which reference is hereby made for the nature and extent of the security afforded thereby, and for the rights of the Beneficiary with respect to such security.

Section 4.15. Contracts of Sale. The Grantor irrevocably authorizes the Beneficiary, at its sole option, to collect, in the name of the Grantor or in its own name as assignee, all payments due or to become due under any Contract of Sale. The Grantor agrees that it will facilitate in every reasonable way the collection by the Beneficiary of such payments, and will, upon written request by the Beneficiary, execute a written notice and deliver the same to each purchaser directing the purchaser to make such payments to the Beneficiary. In no event shall the Beneficiary be accountable for more moneys than it actually receives pursuant to a Contract of Sale, nor shall the Beneficiary be liable for any failure to collect payments under any Contract of Sale. The right to determine the method of collection and the extent to which the enforcement of collection shall be prosecuted is reserved to the sole discretion of the Beneficiary. The Grantor, without the prior written consent of the Beneficiary, will not execute any further assignment of any Contract of Sale or the payments due thereunder. The Grantor shall furnish to the Beneficiary, within ten (10) days after a written request from the Beneficiary, a written certification containing the names of all contract purchasers of the Property and shall attach to such certification a copy of any Contract of Sale. Nothing contained in this Section shall (a) be construed as a consent by the Beneficiary to any Transfer of the Property, or (b) constitute a delegation to the Beneficiary of any of the Grantor's duties or obligations under any Contract of Sale. The Grantor agrees to indemnify the Beneficiary and the Trustee for, and forever hold them harmless from, any Claim arising out of, or in connection with, any Contract of Sale.

Section 4.16. Taxes. The Grantor shall pay and discharge all Taxes prior to the date on which penalties are attached thereto unless and to the extent only that such Taxes are contested in accordance with Section 4.20.

Section 4.17. Hazardous Materials; Contamination. (a) The Grantor agrees to (i) give Notice to the Beneficiary immediately upon the Grantor's acquiring knowledge of the presence of any Hazardous Materials on the Property or of any Hazardous Materials Contamination or of any Claim made or threatened against the Grantor or the Property with respect to any Environmental Requirement with a full description thereof; (ii) at the Grantor's sole cost and expense, promptly comply with any and all Environmental Requirements relating to the Property or such Hazardous Materials or Hazardous Materials Contamination and provide the Beneficiary with satisfactory evidence of such compliance; (iii) provide the Beneficiary, within thirty (30) days after a demand by the Beneficiary, with a bond, letter of credit or similar financial assurance evidencing to the Beneficiary's satisfaction that the necessary funds are available to pay the cost of complying with such Environmental Requirements and removing, treating and disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any Lien which may be established on the Property as a result thereof; and (iv) take whatever other action as the Beneficiary may deem necessary or appropriate to restore to the Grantor the full use and benefit of the Property as contemplated by the Financing Documents.

(b) In the event the Beneficiary ever has any reason to believe that any Hazardous Materials are or may be located on, or may otherwise affect, the Property, or if any Claim is made or threatened against the Grantor or the Property with respect to any Environmental Requirement, or if a Default or Event of Default shall have occurred hereunder or under any of the other Financing Documents, the Grantor shall immediately upon the receipt of Notice from the Beneficiary, which may be given at any time and from time to time by the Beneficiary in its sole discretion (but not more frequently than once during any twelve (12) month period), cause an Environmental Assessment to be undertaken with respect to the Property and furnish the same to the Beneficiary within thirty (30) days after the date of the Beneficiary's request. The cost of any such Environmental Assessment shall be borne exclusively by the Grantor. The Grantor shall cooperate with each environmental consulting firm engaged to make any such Environmental Assessment and shall supply to each such environmental consulting firm, from time to time and promptly on request, all information available to the Grantor to facilitate the completion of the Environmental Assessment. Notwithstanding the foregoing, the Beneficiary shall be under no duty to require the preparation of any Environmental Assessment of the Property, and in no event shall any such Environmental Assessment by the Beneficiary be or give rise to any representation or warranty by the Beneficiary that Hazardous Materials are or are not present on the Property, or that there has been compliance by the Grantor or any other Person with any Environmental Requirement.

(c) The Grantor shall protect, indemnify, defend and hold the Beneficiary, the Trustee, any Persons owned or controlled by, owning or controlling, or under the common control of or affiliated with, the Beneficiary and/or the Trustee, any participants in the Loan, the directors, officers, employees and agents of the Beneficiary, and/or such other Persons, and the heirs, personal representatives, successors and assigns of each of the foregoing, harmless from and against any and all Claims of any kind or nature whatsoever arising out of or in any way connected with any investigative, enforcement, cleanup, removal, containment, remedial or other private, governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable Environmental Requirement against the Grantor or the Beneficiary or against or with respect to the Property or any condition, use or activity on the Property or at any time threatened or made by any Person against the Grantor or the Beneficiary or against or with respect to the Property or any condition, use or activity on the Property relating to any damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Materials or Hazardous Materials Contamination. Upon demand by the Beneficiary, the Grantor shall diligently defend any such Claim which affects the Property or is made or commenced against the Beneficiary, whether alone or together with the Grantor or any other Person, all at the Grantor's sole cost and expense and by counsel to be approved by the Beneficiary in the exercise of its reasonable judgment. In the alternative, the Beneficiary may at any time elect to conduct its own defense through counsel selected by the Beneficiary and at the cost and expense of the Grantor.

Section 4.18. Right to Perform. If the Grantor fails to promptly pay or perform any of the Obligations, the Beneficiary, without Notice to or demand upon the 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 the Grantor. The Beneficiary may enter upon the Property for that purpose and take all action thereon as the Beneficiary considers necessary or appropriate. All Expenses incurred by the Beneficiary pursuant to this Section, together with interest thereon at the Reimbursement Rate, shall be paid by the Grantor to the Beneficiary as provided in Section 4.19.

Section 4.19. Reimbursement; Interest. If the Beneficiary or the Trustee shall incur any Expenses or pay any Claims to which the Beneficiary or the Trustee becomes a party by reason of this Deed of Trust or the rights and remedies provided hereunder (regardless of whether this Deed of Trust expressly provides for an indemnification against such Claims by the Grantor), such Expenses and Claims shall be (a) paid by the Grantor to the Beneficiary on demand, together with interest thereon from the date incurred

until paid in full by the Grantor at the Reimbursement Rate, and (b) a part of the Obligations secured by this Deed of Trust. Notwithstanding the foregoing, however, in any action or proceeding to foreclose this Deed of Trust or to recover or collect the Obligations, the provisions of Law governing the recovery of costs, disbursements and allowances shall prevail unaffected by this Section. Whenever this Deed of Trust provides for interest to be paid at the Reimbursement Rate, the Reimbursement Rate shall be calculated on the basis of a 360-day year factor applied to actual days elapsed and adjusted simultaneously with any change in the Beneficiary's prime rate of interest.

Section 4.20. Permitted Contests. The Grantor shall not be required to pay any of the Property Assessments, or to comply with any Law, so long as the Grantor shall in good faith, and at its cost and expense, contest the amount or validity thereof, or take other appropriate action with respect thereto, in good faith and in an appropriate manner or by appropriate proceedings; provided that (a) such proceedings operate to prevent the collection of, or other realization upon, such Property Assessments or enforcement of the Law so contested, (b) there will be no sale, forfeiture or loss of the Property during the contest, (c) neither the Beneficiary nor the Trustee are subjected to any Claim, and (d) the Grantor provides assurances satisfactory to the Beneficiary (including, without limitation, the establishment of an appropriate reserve account with the Beneficiary) of its ability to pay such Property Assessments or comply with such Law in the event the Grantor is unsuccessful in its contest. Each such contest shall be promptly prosecuted to final conclusion or settlement, and the Grantor shall indemnify and save the Beneficiary and Trustee harmless against all Claims in connection therewith. Promptly after the settlement or conclusion of such contest or action, the Grantor shall comply with such Law and/or pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable, together with all penalties, fines, interests, costs and expenses in connection therewith.

Section 4.21. Security Agreement. This Deed of Trust creates a security interest in the Personalty, and, to the extent the Personalty is not real property, this Deed of Trust constitutes a security agreement from the Grantor to the Beneficiary under the Uniform Commercial Code of the State. The Grantor hereby agrees to execute and deliver on demand, and hereby irrevocably constitutes and appoints the Beneficiary the attorney-in-fact of the Grantor, to execute, deliver and, if appropriate, to file with the appropriate filing office or offices, such financing statements or other instruments as the Beneficiary may request or require in order to perfect the security interest granted hereby or to continue the effectiveness of the same.

Article V. Negative Covenants.

Section 5.01. Encumbrances. Without the prior written consent of the Beneficiary, the Grantor will not permit the Real Property or the Personalty, or the Leases, Rents and Contracts of Sale, to become subject to any Encumbrances other than the Permitted Encumbrances. The Grantor shall give the Beneficiary Notice of any default under any Lien and Notice of any foreclosure or threat of foreclosure.

Section 5.02. Transfer of the Property. The Grantor will not Transfer, or contract to Transfer, all or any part of the Property or any legal or beneficial interest therein (except for Transfers of the Equipment permitted by Section 5.03).

Section 5.03. Removal, etc. of Equipment and Improvements. Except to the extent permitted by the following sentence, none of the Improvements or Equipment shall be removed, demolished or materially altered, without the prior written consent of the Beneficiary. The Grantor may remove and dispose of, free from the Lien of this Deed of Trust, such Equipment as from time to time becomes worn out or obsolete, provided that, either (a) at the time of, or prior to, such removal, any such Equipment is replaced with other Equipment which is free from Liens other than Permitted Encumbrances and has a value at least equal to that of the replaced Equipment (and by such removal and replacement the Grantor shall be

deemed to have subjected such Equipment to the Lien of this Deed of Trust), or (b) so long as a prepayment may be made without penalty pursuant to the Note, such Equipment is sold at fair market value for cash and the net cash proceeds received from such disposition are paid over promptly to the Beneficiary to be applied to the prepayment of the principal of the Loan.

Section 5.04. Additional Improvements. The Grantor will not construct any Improvements other than those presently on the Land and those described in the Loan Agreement without the prior written consent of the Beneficiary. The Grantor will complete and pay for, within a reasonable time, any Improvements which the Grantor is permitted to construct on the Land. The Grantor will construct and erect any permitted Improvements (a) strictly in accordance with all applicable Laws and any private restrictive covenants, (b) entirely on lots or parcels of the Land, (c) so as not to encroach upon any easement or right of way or upon the land of others, and (d) wholly within any building restriction lines applicable to the Land.

Section 5.05. Restrictive Covenants, Zoning, etc. Without the prior written consent of the Beneficiary, the Grantor will not initiate, join in, or consent to any change in, any restrictive covenant, easement, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property. The Grantor will (a) promptly perform and observe, and cause to be performed and observed, all of the terms and conditions of all agreements affecting the Property, and (b) do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

Section 5.06. Prohibition on Hazardous Materials. The Grantor will not cause, commit, permit or allow to continue any violation of any Environmental Requirement by any Person on or with respect to the Property. The Grantor will not place, install, store, spill, leak, dispose of or release, or cause, commit, permit, or allow the placement, installation, storage, spilling, leaking, disposal or release of, any Hazardous Materials on the Property and will keep the Property free of all Hazardous Materials Contamination, except for any Hazardous Materials otherwise disclosed in the Environment Report (as defined in the Environmental Indemnity), so long as the presence of such Hazardous Materials are not in violation of any Environmental Requirement.

Article VI. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Deed of Trust:

Section 6.01. Accuracy of Information; Representations and Warranties. Any information contained in any financial statement, schedule, report or any other document delivered by the Grantor or any other party or parties to the Beneficiary in connection with the Loan proves at any time to be not in all respects true and accurate, or the Grantor or any such other party or parties shall have failed to state any material fact or any fact necessary to make such information not misleading, or any representation or warranty contained in this Deed of Trust, or in any other document, certificate or opinion delivered to the Beneficiary in connection with the Loan, proves at any time to be incorrect or misleading in any material respect.

Section 6.02. Payment Obligations. The Grantor fails to promptly pay or cause to be paid any of the Obligations within five (5) Banking Days of the date as and when due, whether on the scheduled due date, upon acceleration or otherwise; excluding, however, from such five (5) Banking Day grace period, the failure of the Grantor to pay all amounts due under the Note on the maturity date or any extension of such maturity date.

Section 6.03. Transfer of the Property; Encumbrances. The Grantor fails to comply with Sections 5.01 or 5.02.

Section 6.04. Insurance Obligations. The Grantor fails to promptly perform or comply with any of the terms and conditions set forth in Section 4.02.

Section 6.05. Hazardous Materials. The Grantor fails to promptly perform or comply with any of the terms and conditions set forth in Sections 4.17 or 5.06.

Section 6.06. Other Obligations. The Grantor fails to promptly perform or comply with any of the Obligations (other than those expressly described in other Sections of this Article VI), and such failure continues uncured for a period of thirty (30) days after Notice from the Beneficiary to the Grantor, unless (a) such failure, by its nature, is not capable of being cured within such period, and (b) within such period, the Grantor commences to cure such failure and thereafter diligently prosecutes the cure thereof, and (c) the Grantor causes such failure to be cured no later than sixty (60) days after the date of such Notice from the Beneficiary.

Section 6.07. Event of Default Under Other Financing Documents. An Event of Default (as defined therein) occurs under any of the Financing Documents other than this Deed of Trust.

Section 6.08. Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Financing Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Section 6.09. Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Property, including, without limitation, any Permitted Encumbrances.

Section 6.10. Voluntary Bankruptcy, etc. The Grantor or the Guarantor (a) applies for, or consents in writing to, the appointment of a receiver, trustee or liquidator of the Grantor or the Guarantor or of the Property or of all or substantially all of the Grantor's or the Guarantor's other assets, or (b) files a voluntary petition in bankruptcy or admits in writing its inability to pay its debts as they become due, or (c) makes a general assignment for the benefit of creditors, or (d) files a petition or an answer seeking a reorganization (other than a reorganization not involving the liabilities of the Grantor or the Guarantor) or an arrangement with creditors or takes advantage of any bankruptcy or insolvency law, or (e) files an answer admitting the material allegations of a petition filed against the Grantor or the Guarantor in any bankruptcy, reorganization or insolvency proceeding.

Section 6.11. Involuntary Bankruptcy, etc. An order, judgment or decree is entered by any court of competent jurisdiction on the application of a creditor adjudicating the Grantor or the Guarantor as bankrupt or insolvent, or appointing a receiver, trustee or liquidator of the Grantor or the Guarantor or of the Property, or of all or substantially all of the Grantor's or the Guarantor's other assets, and such order, judgment or decree continues unstayed and in effect for a period of sixty (60) days from the date entered.

Section 6.12. Execution; Attachment. Any execution or attachment is levied against the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Section 6.13. Judgment. Unless adequately covered by insurance in the opinion of the Beneficiary, the entry of a final judgment for the payment of money involving more than \$10,000 against the Grantor or the Guarantor and the failure by the Grantor or the Guarantor to discharge the same, or cause

it to be discharged, or bonded off to the Beneficiary's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Section 6.14. Change in Business Status. Unless the written consent of the Beneficiary is previously obtained, the sale of all or substantially all of the business assets of the Grantor, or the commencement of any proceeding to dissolve or liquidate the Grantor, or the occurrence of any change in the form of business entity through which the Grantor presently conducts its business, or, if the Grantor is a corporation, the occurrence of any merger or consolidation involving the Grantor.

Section 6.15. Default Under Other Indebtedness. The Grantor or the Guarantor fails to pay any indebtedness of the Grantor or the Guarantor (other than the Loan) when and as due and payable (whether by acceleration or otherwise).

Section 6.16. Reserved.

Section 6.17. Dissolution of the Grantor, etc. Without the Beneficiary's prior express written consent thereto, (a) the Grantor is dissolved either pursuant to the provisions of its operating agreement, by operation of law, or in any other manner, voluntarily or otherwise; (b) the operating agreement of the Grantor is terminated pursuant to any of its provisions or by operation of law, or amended or modified in any manner; (c) if any partner of the Grantor either directly or indirectly sells, assigns, mortgages, pledges, hypothecates, transfers or otherwise encumbers or permits to be encumbered any or all of his, her or its interest in the Grantor, or withdraws voluntarily or involuntarily (by operation of law or otherwise) from the Grantor; or (d) any new member is admitted to the Grantor.

Article VII. Rights and Remedies. Upon the occurrence of any Event of Default, the Beneficiary, or the Trustee at the direction of the Beneficiary, may at any time thereafter exercise any of the following rights, powers or remedies:

Section 7.01. Acceleration. The Beneficiary may declare (without Notice to the Grantor and without presentment, demand, protest or notice of protest or of dishonor, all of which the Grantor hereby waives) the Obligations to be immediately due and payable.

Section 7.02. Foreclosure. The Trustee may take possession of and sell the Property, or any part thereof requested by the Beneficiary to be sold, and in connection therewith the Grantor hereby (a) assents to the passage of a decree for the sale of the Property by the equity court having jurisdiction, and (b) authorizes and empowers the Trustee to take possession of and sell (or in case of the default of any purchaser to resell) the Property, or any part thereof, all in accordance with the Laws or rules of court relating to deeds of trust, including any amendments thereof, or additions thereto, which do not materially change or impair the remedy. In connection with any foreclosure, the Beneficiary and/or the Trustee may (a) procure such title reports, surveys, tax histories and appraisals as they deem necessary, and (b) make such repairs and Additions to the Property as they deem advisable, all of which shall constitute Expenses. 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 Trustee to be appropriate and without regard to any right of the Grantor or any other Person to the marshalling of assets. 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 Trustee shall deem appropriate and advantageous and as required by Law. Upon the terms of such sale being complied with, the Trustee shall convey to, and at the cost of, the purchaser or purchasers the interest of the Grantor in the Property so sold, free and discharged of and from all estate, title or interest of the Grantor, at law or in equity, such purchaser or purchasers being hereby discharged from all liability to see to the application of the purchase 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 Trustee and applied as follows: First, to pay (a) all Expenses incurred in connection with such sale or in preparing the Property for such sale including, among other things, a counsel fee of \$2,500 to the attorneys representing the Beneficiary and the Trustee for conducting the proceedings if without contest, but if legal services be rendered to the Trustee and the Beneficiary in connection with any contested matter in the proceedings, then such other counsel fees shall be allowed and paid out of the proceeds of such sale or sales as the court having jurisdiction may deem proper, and (b) a trustees' commission equal to the commission allowed trustees for making sales of property under decrees of the equity court having jurisdiction; Second, to pay all of the Obligations and all interest then due and accrued thereon, which shall include interest through the date of ratification of the auditor's account; and lastly, to pay the surplus, if any, to the Grantor or any Person entitled thereto upon surrender and delivery to the purchaser or purchasers of the Property, and less the Expenses, if any, of obtaining possession. Immediately upon the filing of any foreclosure under this Deed of Trust, there shall also become due and owing by the Grantor a commission on the total amount of the Obligations then due equal to one-half 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 amount of the Obligations to the date of payment unless the same is accompanied by a tender of such commission.

Section 7.03. Taking Possession or Control of the Property. As a matter of right without regard to the adequacy of the security, and to the extent permitted by law without Notice to the Grantor, the Beneficiary shall be entitled, upon application to a court of competent jurisdiction, to the immediate appointment of a receiver for all or any part of the Property and the Rents, whether such receivership be incidental to a proposed sale of the Property or otherwise, and the Grantor hereby consents to the appointment of such a receiver. In addition, to the extent permitted by Law, and with or without the appointment of a receiver, or an application therefor, the Beneficiary may (a) enter upon, and take possession of (and the Grantor shall surrender actual possession of), the Property or any part thereof, without Notice to the Grantor and without bringing any legal action or proceeding, or, if necessary by force, legal proceedings, ejectment or otherwise, and (b) remove and exclude the Grantor and its agents and employees therefrom.

Section 7.04. Management of the Property. Upon obtaining possession of the Property or upon the appointment of a receiver as described in Section 7.03, the Beneficiary, the Trustee or the receiver, as the case may be, may, at their sole option, (a) make all necessary or proper repairs and Additions to or upon the Property, (b) operate, maintain, control, make secure and preserve the Property, (c) receive all Rents, and (d) complete the construction of any unfinished Improvements on the Property and, in connection therewith, continue any and all outstanding contracts for the erection and completion of such Improvements and make and enter into any further contracts which may be necessary, either in their or its own name or in the name of the Grantor (the cost of completing the Improvements shall be Expenses secured by this Deed of Trust and accrue interest as set forth in Section 4.19). In so doing, the Beneficiary, the Trustee or such receiver shall have the right to manage the Property and to carry on the business of the Grantor and may exercise all of the rights and powers of the Grantor, either in the name of the Grantor, or otherwise, including, but without limiting the generality of the foregoing, the right to lease the Property, to cancel, modify, renew or extend any Lease or sub-lease of the Property and to carry on any contracts entered into by the Grantor with respect to the Property. The Beneficiary, the Trustee or such receiver shall be under no liability for, or by reason of, any such taking of possession, entry, holding, removal, maintaining, operation or management, except for gross negligence or willful misconduct. Any Rents received shall be applied (a) first, to pay all Expenses, and (b) the balance, if any, to payment of the other Obligations. The Grantor shall pay on demand to the Beneficiary, the receiver or the Trustee (as the case may be) the amount of any deficiency between (a) the Rents received by the Beneficiary, the receiver or the Trustee, and (b) all Expenses incurred together with interest thereon at the Reimbursement Rate as provided in Section 4.19. The exercise of the remedies provided in this Section shall not cure or waive any Event of Default, and the

enforcement of such remedies, once commenced, shall continue for so long as the Beneficiary shall elect, notwithstanding the fact that the exercise of such remedies may have, for a time, cured the original Event of Default.

Section 7.05. Uniform Commercial Code. The Beneficiary may proceed under the Uniform Commercial Code of the State as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code of the State. Upon the occurrence of any Event of Default, the Grantor shall assemble all of the Equipment and make the same available within the Improvements. Any notification required by Section 9-611 of the Uniform Commercial Code of the State shall be deemed reasonably and properly given if sent in accordance with the Notice provision of this Deed of Trust at least ten (10) days before any sale or other disposition of the Personalty. Disposition of the Personalty shall be deemed commercially reasonable if made pursuant to a public sale advertised at least twice in a newspaper of general circulation in the community where the Property is located. Proceeds from any such sale shall be applied as follows: (a) first, to pay all Expenses incurred in connection with the sale, and (b) the balance, if any, to payment of the other Obligations.

Section 7.06. Other Remedies. The Beneficiary shall have the right from time to time to enforce any legal or equitable remedy against the Grantor and to sue the Grantor for any sums (whether interest, damages for failure to pay principal or any installments thereof, 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 any other of the Obligations shall be due, and without prejudice to the right of the Beneficiary thereafter to enforce any appropriate remedy against the Grantor, including, without limitation, an action of foreclosure or an action for specific performance, for a Default by the Grantor existing at the time such earlier action was commenced.

Section 7.07. Remedies, etc. Cumulative. Each right, power and remedy of the Beneficiary or the Trustee as provided for in this Deed of Trust, or in any of the other Financing Documents or now or hereafter existing by Law, 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 Financing Documents or now or hereafter existing by Law, and the exercise or beginning of the exercise by the Beneficiary or the Trustee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Beneficiary or the Trustee of any or all such other rights, powers or remedies.

Section 7.08. No Waiver by Beneficiary etc. No course of dealing or conduct between the Beneficiary, the Trustee and the Grantor shall be effective to amend, modify or change any provisions of this Deed of Trust or the other Financing Documents. No failure or delay by the Beneficiary or the Trustee to insist upon the strict performance of any term, covenant or agreement of this Deed of Trust or of any of the other Financing Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude the Beneficiary or the Trustee from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any of the Obligations, the Beneficiary or the Trustee shall not be deemed to waive the right either to require prompt payment when due of all other Obligations, or to declare an Event of Default for failure to make prompt payment of any such other Obligations. Neither the Grantor nor any other Person now or hereafter obligated for the payment of the whole or any part of the Obligations shall be relieved of such liability by reason of (a) the failure of the Beneficiary to comply with any request of the Grantor or of any other Person to take action to foreclose this Deed of Trust or otherwise enforce any of the provisions of this Deed of Trust, or (b) any agreement or stipulation between any subsequent owner or owners of the Property and the Beneficiary, or (c) the Beneficiary extending the time of payment or modifying the terms of this Deed of Trust or any of the other Financing Documents without first having obtained the consent of the Grantor or such other Person. Regardless of consideration, and

without the necessity for any notice to or consent by the holder of any subordinate Lien on the Property, the Beneficiary may release any Person at any time liable for any of the Obligations or any part of the security for the Obligations, and may extend the time of payment or otherwise modify the terms of this Deed of Trust or any of the other Financing Documents without in any way impairing or affecting the Lien of this Deed of Trust or the priority of this Deed of Trust over any subordinate Lien. The holder of any subordinate Lien shall have no right to terminate any Lease regardless of whether or not such Lease is subordinate to this Deed of Trust. The Beneficiary may resort to the security or collateral described in this Deed of Trust or any of the other Financing Documents in such order and manner as the Beneficiary may elect in its sole discretion.

Section 7.09. Waivers and Agreements Regarding Remedies. To the full extent the Grantor may do so, the Grantor hereby:

(a) agrees that it will not at any time plead, claim or take advantage of any Laws now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and waives and releases all rights of redemption, valuation, appraisal, stay of execution, extension and notice of election to accelerate the Obligations;

(b) waives all rights to a marshalling of the assets of the Grantor, including without limitation, the Property, or to a sale in the inverse order of alienation in the event of a foreclosure of the Property, and agrees not to assert any right under any Law pertaining to the marshalling of assets, the sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of the Beneficiary under the terms of this Deed of Trust to a sale of the Property without any prior or different resort for collection, or the right of the Beneficiary to the payment of the Obligations out of the proceeds of sale of the Property in preference to every other claimant whatsoever;

(c) waives any right to bring or utilize any defense, counterclaim or setoff, other than one which denies the existence or sufficiency of the facts upon which any foreclosure action is grounded. If any defense, counterclaim or setoff, other than one permitted by the preceding clause, is timely raised in a foreclosure action, such defense, counterclaim or setoff shall be dismissed. If such defense, counterclaim or setoff is based on a Claim which could be tried in an action for money damages, such Claim may be brought in a separate action which shall not thereafter be consolidated with the foreclosure action. The bringing of such separate action for money damages shall not be deemed to afford any grounds for staying the foreclosure action; and

(d) waives and relinquishes any and all rights and remedies which the Grantor may have or be able to assert by reason of the provisions of any Laws pertaining to the rights and remedies of sureties.

Section 7.10. Setoff. The Beneficiary may set off against and apply any funds of the Grantor on deposit with, or under the control of, the Beneficiary to the payment of the Obligations, without Notice and without resort to any judicial proceeding.

Article VIII. The Trustee.

Section 8.01. Liability of the Trustee. The Trustee shall have no liability or responsibility for, and make no warranties in connection with, the validity or enforceability of any of the Financing Documents or the description, value or status of title to the Property. The Trustee 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 Trustee

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 Trustee may do or refrain from doing in good faith, nor generally shall the Trustee have any accountability hereunder except for willful misconduct or gross negligence. The powers and duties of the Trustee hereunder may be exercised through such attorneys, agents or servants as they may appoint, and the Trustee shall have no liability or responsibility for any act, failure to act, negligence or willful conduct of such attorney, agent or servant, so long as they were selected with reasonable care. In addition, the Trustee may consult with legal counsel selected by them and the Trustee shall have no liability or responsibility by reason of any act or failure to act in accordance with the opinions of such counsel. The Trustee may act hereunder and may sell or otherwise dispose of the Property or any part thereof as herein provided, although the Trustee has been, may now be or may hereafter be, attorneys, officers, agents or employees of the Beneficiary, in respect of any matter of business whatsoever. The Trustee, however, shall have no obligation to sell all or any part of the Property following an Event of Default or to take any other action authorized to be taken by them hereunder except upon the demand of the Beneficiary.

Section 8.02. Substitution of Trustee, etc. The Beneficiary shall have, and is hereby granted with warranty of further assurances, the irrevocable power to appoint a new or replacement or substitute Trustee. Such power may be exercised at any time without notice, without cause and without specifying any reason therefor, by filing for record in the office where this Deed of Trust is recorded a Deed of Appointment. The power of appointment of a successor Trustee may be exercised as often as and whenever the 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 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 the rights, powers, trusts and duties of their, his or its predecessor in the trust hereunder with like effect as if originally named as Trustee hereunder. Whenever in this Deed of Trust reference is made to the Trustee, it shall be construed to mean the Trustee for the time being, whether original or successors or successor in trust. All title, estate, rights, powers, trusts and duties hereunder of the original or any successor Trustee shall for all purposes be considered to be, and as effective as, the action of the Trustee.

Article IX. Miscellaneous.

Section 9.01. Application of Moneys. Whenever it is provided in this Deed of Trust for any moneys to be applied to payment of the Obligations, and no express order of payment is set forth, such moneys shall be applied to the Obligations in such order and manner as the Beneficiary may determine in its sole discretion.

Section 9.02. Further Assurances. At any time, and from time to time, upon request by the Beneficiary, the Grantor will, at the Grantor's expense, (a) correct any defect, error or omission which may be discovered in the form or content of any of the Financing Documents, and (b) 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 opinion of the Beneficiary, be necessary or desirable in order to complete, perfect or continue and preserve the Lien of this Deed of Trust. Upon any failure by the Grantor to do so, the Beneficiary may make, execute and record any and all such instruments, certificates and documents for and in the name of the Grantor, all at the sole expense of the Grantor, and the Grantor hereby irrevocably appoints the Beneficiary the agent and attorney-in-fact of the Grantor to do so, this appointment being coupled with an interest. With respect to any financing statement, the Grantor agrees that a carbon, photographic or other reproduction of a security agreement or a financing statement is sufficient as a financing statement for purposes of Section 9-502 of the Uniform Commercial Code of the State.

Section 9.03. Notices. All Notices shall be deemed to have been received when delivered by hand, when delivered to an overnight courier, or when deposited in the mail in the manner provided for in the definition of Notices set forth in Article I above.

Section 9.04. Successors and Assigns. All of the grants, covenants, terms, provisions and conditions of this Deed of Trust shall run with the Land and shall apply to and bind the successors and assigns of the Grantor (including any permitted subsequent owner of the Property), and inure to the benefit of the Beneficiary, its successors and assigns and to the successors in trust of the Trustee.

Section 9.05. No Warranty by Beneficiary or Trustee. By inspecting the Property or by accepting or approving anything required to be observed, performed or fulfilled by the Grantor or to be given to the Beneficiary or the Trustee pursuant to this Deed of Trust or any of the other Financing Documents, the Beneficiary and the Trustee shall not be deemed to have warranted or represented the condition, sufficiency, legality, effectiveness or legal effect of the same, and such acceptance or approval shall not constitute any warranty or representation with respect thereto by the Beneficiary or the Trustee.

Section 9.06. Amendments. This Deed of Trust may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

Section 9.07. Illegality. If fulfillment of any provision of this Deed of Trust or any transaction related hereto shall at any time 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 provision herein contained, other than the provisions requiring the Grantor to pay the Obligations, 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; and if such clause or provision requires the Grantor to pay any of the Obligations, then at the sole option of the Beneficiary, all of the Obligations shall become due and payable.

Section 9.08. Governing Law. This Deed of Trust is being executed and delivered in the State and shall be construed, governed and enforced in accordance with the Laws in effect from time to time in the State.

[Signature appears on the following page]

BOOK: 47241 PAGE: 247

IN WITNESS WHEREOF, the Grantor has caused this Deed of Trust to be executed under seal as of the day and year first written above.

WITNESS:

GRANTOR:

COLLEGE PARK PROJECT, LLC,
a Maryland limited liability company

B. B. M. A.

By: Washington Property Company, L.L.C.,
a Maryland limited liability company
Manager

By: Charles K. Nulsen, III (SEAL)
Charles K. Nulsen, III
President

STATE/~~COMMONWEALTH~~ OF Maryland, County OF Montgomery, TO WIT:

I HEREBY CERTIFY, that on this 8th day of December, 2021, before me, the undersigned Notary Public of said State, personally appeared Charles K. Nulsen, III, who acknowledged himself to be the President of Washington Property Company, L.L.C., a Maryland limited liability company, which is the Manager of College Park Project, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized President.

WITNESS my hand and Notarial Seal.

Holly S. Hand
Notary Public

My Commission Expires: 07/13/2025

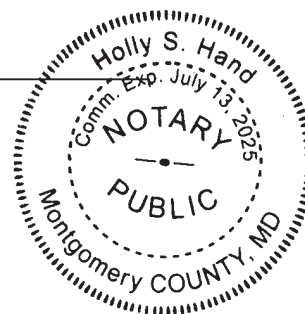


EXHIBIT A**PROPERTY DESCRIPTION**

All that certain lot or piece or parcel of land situate, and lying in the Twenty-first (21st) Election District of College Park, Prince George's County, Maryland, and more particularly described as follows:

Parcel 1: 4620-4626 Knox Road

Lots numbered Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block numbered Ten (10) in the subdivision known as "Johnson and Curriden's Subdivision of COLLEGE PARK" pursuant to a plat recorded in Liber JWB No. 5 at folio 478, re-recorded in Plat Book "A" at Plat No. 50 among the Land Records of Prince George's County, Maryland;

SAVING AND EXCEPTION THEREFROM, HOWEVER, that portion of said Lots, being a strip of land thirteen feet (13') deep by two hundred feet (200') wide conveyed to Maryland Traction Company by Deed dated August 29, 1898, recorded in Liber JB No. 4 at folio 197 among said Land Records.

BEING the same land conveyed to University Gardens, Inc. by Deed, dated June 9, 1947, recorded in Liber 931 at folio 1 among said Land Records.

BEING identified for purposes of taxation and assessment as Tax Account No. 21-2411064 with a street address of 4620 Knox Road, College Park, Maryland 20740.

Parcel 2: 4604 Knox Road

West Ten feet (10") of Lot numbered Three (3) and all of Lots numbered Four (4), Five (5), Six (6) and Seven (7) in Block lettered "C" in the subdivision known as "Ashford and Kelley's Subdivision of Square 19, 20 and 21, in Johnson and Curriden's Subdivision of COLLEGE PARK" pursuant to a plat recorded in Liber JWB No. 25 at folio 170, re-recorded in Plat Book "A" at Plat No. 48 among the Land Records of Prince George's County, Maryland.

BEING the same land conveyed to J.E. Smith Construction Corporation by Deed, dated April 23, 1952, recorded in Liber 1489 at folio 440 among said Land Records.

BEING identified for purposes of taxation and assessment as Tax Account No. 21-2398055 with a street address of 4604 Knox Road, College Park, Maryland 20740.

Parcel 3: 4812 College Avenue

Lots numbered Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) in Block numbered Six (6) in the subdivision known as "Johnson and Curriden's Subdivision of COLLEGE PARK" pursuant to a plat recorded in Liber JWB No. 5 at folio 478, re-recorded in Plat Book "A" at Plat No. 50 among the Land Records of Prince George's County, Maryland.

BEING the same land conveyed to J.E. Smith Construction Corp. by Deed, dated April 29, 1960, recorded in Liber 2446 at folio 241 among said Land Records.

BEING identified for purposes of taxation and assessment as Tax Account No. 21-2349223 with a street address of 4812 College Avenue, College Park, Maryland 20740.

(End of Legal Description)



AFFIDAVIT OF PURCHASE MONEY DEED OF TRUST

Property Tax Identification Number 21 / 2411064, 2349223, & 2398055

Dist. Tax Id Number

I hereby certify under penalties of perjury that the attached deed of trust in the amount of \$11,900,000, of which \$10,500,000 is purchase money, between College Park Project LLC and

Borrower

Burke & Herbert Bank & Trust Company and is given to the Purchaser

Lender

of real property with respect to the property purchased and is delivered as part of the same transaction as the instrument of writing that transfers the property purchased and that is subject to the county transfer tax and/or state recordation tax, pursuant to Tax Property Article 12-108(i) and County Code 10-188.

[See next page]Burke & Herbert Bank & Trust Company_____
Signature of Grantor of Deed of Trust_____
Signature/Title of Lender_____
Signature of Grantor of Deed of Trust_____
Signature/Title of Lender

In the State of _____, at the County/City of _____

I HERBY CERTIFY, on this _____ day of _____, 20____, before me, the subscriber, a Notary Public, in and for said State and County/city, personally appeared, _____, known to me to be, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within affidavit, and acknowledged that he/she/they executed that same for the purposes therein contained, and further acknowledge the information therein is correct, and in my presence signed and sealed the same.

My Commission Expires: _____ / _____ / _____

Notary Public Signature

BOOK: 47241 PAGE: 250

COLLEGE PARK PROJECT, LLC,
a Maryland limited liability company

By: Washington Property Company, L.L.C.,
a Maryland limited liability company
Manager

By: *Charles K. Nulsen, III* (SEAL)
Charles K. Nulsen, III
President

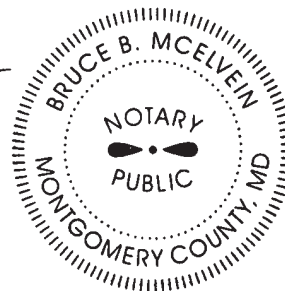
STATE/Commonwealth of Maryland, County of Montgomery
TO WIT:

I HEREBY CERTIFY, that on this 24th day of November, 2021, before me, the undersigned Notary Public of said State, personally appeared Charles K. Nulsen, III, who acknowledged himself to be the President of Washington Property Company, L.L.C., a Maryland limited liability company, which is the Manager of College Park Project, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the act and deed of said limited liability companies.

WITNESS my hand and Notarial Seal.

Bruce B. McElven
Notary Public Signature

My Commission Expires: April 29 / 2025



Prince George's County Office of Zoning Hearing Examiner

AFFIDAVIT OF RICK SMITH

4812 College Avenue, College Park, Building Permit No. 4979-U

I, Rick Smith, hereby state under oath as follows:

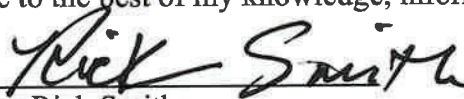
1. I am over the age of 18 and I am competent to testify to matters set forth in this Affidavit.

2. I am affiliated with J.E. Smith Construction Corporation ("J.E. Smith"), which owned the property located at 4812 College Avenue in College Park (the "Property") from May 16, 1960 through December 14, 2021.

3. My family controlled J.E. Smith and continuously rented and operated apartments at the Property since the early 1960's.

4. To the best of my knowledge, the Property was continuously operated with 32 apartment units since the time of construction in the early 1960's

I SOLEMNLY AFFIRM under penalties of perjury that the statements made in the foregoing affidavit are true and accurate to the best of my knowledge, information, and belief.


By: Rick Smith
J.E. Smith Construction Corporation

Subscribed and sworn to before me, a Notary Public for the District of Columbia, ~~Maryland~~, this 12th day of April, 2023.



My Commission Expires:

January 31, 2028

[SEAL]

{00525105;1 }



VICTORIA ZAY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires January 31, 2028

COLLEGE AVE 1963

COLLEGE AV (CP)--Contd

4806 Phelan Edw J @ bldg contr

UN4-0463

4812 Columbia Manor Apts AP7-8405

Apartments:

A1 Stockdell Jas W 864-0975

A2 Dreyer Fred D

A3 Peirce Jas W 277-2478

A4 Watson Maurice L 927-3481

A5 Herdoiza Bolivar 927-7688

A6 Bonniwell Hilton 864-5339

A7 Friedman Stanley J 864-8232

A8 Price Franklin J 277-2372

A9 Sullivan Ralph M 277-2377

A10 Harvard Donald W

A11 Schnell Eug C jr

A12 Ruiz Fernando

A13 Dassler Albert F 864-4192

A14 Spangler Chas W 177-7943

A16 Simmons Stanley W 864-8285

B1 Deibert E Wm

B2 Mellado Augusto

B3 Bolish Robt M 927-2916

B3 Echols Hunter D 864-3791

B5 Gordon Jos C 277-8893

B6 Stewart Lamon A jr 927-3973

B7 Smith Frank B 277-7867

B8 Forman Richd WA7-7052

B10 Mozdzen Walter J 927-1543

B11 Patterson Jos M 864-5927

B12 Cap John P 779-7217

B13 Thomas Ernest III 864-1591

B14 Gambles Glenn C 277-1682

B15 Ishee Sidney WA7-0934

B16 Starcher E Thos 864-3455

18

5001 Electromagnetic Research Corp

electronic equip AP7-5800

5005 Willard R S Co Inc industrial tape

864-6800

5100 Electronic Sht Mtl Corp Inc equip

UN4-5757

5104 Phillips Machinery & Sup Co

Ap7-0418



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772
www.pgplanning.org

March 2, 2023

MEMORANDUM

TO: Karen Spears, Assistant Associate Director, Prince George's County
Department of Permitting, Inspections and Enforcement

VIA: Brooke Larman, Planning Technician Manager, Permit Review Section,
Development Review Division, M-NCPPC

FROM: Kelsey Shaffer, Planning Technician III | Permit Review Section,
Development Review Division, M-NCPPC

SUBJECT: Validation of Permit Issued in Error #4979-U

On June 20, 1961, permit #4979-U was issued by the Department of Permitting, Inspections, and Enforcement to operate two apartment buildings with a total of 32 dwelling units at 4812A and 4812B College Avenue, College Park, MD 20740. This property was rezoned from the R-55 Zone to the R-18 Zone in 1958, and these apartments were constructed in 1959. The maximum density allowed for a multifamily dwelling in 1961 was 1800 square feet of lot area per dwelling unit. This property is made up of a total of 1.1355 acres, or 49,463 square feet. Based on the maximum density allowed, this property is allowed a maximum of 27.47 or 28 dwelling units ($49,463/1,800 = 27.47$). This site provides a total of 32 dwelling units and therefore exceeded the maximum density allowed at the time of construction. This site has been retained in the R-18 Zone since the date of construction and does not meet the current maximum density allowed for the R-18 Zone. Since this property was not built in conformance with the Zoning regulations in effect at the time of construction in 1959, the property does not qualify for certification of a nonconforming use.

Based on the above information, permit #4979-U was issued in error by the Department of Permitting, Inspections, and Enforcement to operate a 32 unit multifamily dwelling. Your office will be contacted by Scott Butler to commence "Validation of a Permit Issued in Error" as outlined in Section 27-258 of the Prince George's County Zoning Ordinance.



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772
www.pgplanning.org

If you have any questions or need any additional information, please don't hesitate to contact me. I can be reached by email at Kelsey.shaffer@ppd.mncppc.org or by phone at 301-952-3217.

**PGC ZONING MAP
AMENDMENT PETITION NUMBER**

A3177

APPLICATION FOR ZONING MAP AMENDMENT
Maryland-Washington Regional District in
Prince George's County, Maryland

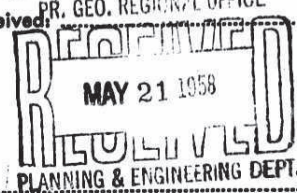
TO THE COUNTY COMMISSIONERS OF PRINCE GEORGE'S CO.
 ACTING AS THE DISTRICT COUNCIL FOR THE
 MARYLAND-WASHINGTON REGIONAL DISTRICT IN
 PRINCE GEORGE'S COUNTY, MARYLAND

NO. A-3177

Map No.

M.-N.C.P. & P. C., P. G. C. Regional Office
 Planning & Engineering Division's Copy
 MD. NATL. CAP. & PL. CONNW.

Date Received:



Applicant PHI SIGMA SIGMA

4812 College Avenue

Address

College Park, Maryland

City, Town, Election District

Ref. to

Wa. 7-9828

Telephone

Proposed Change: From the

R-55

Zone to the

R-18

Zone

Description of Property:

Lots 6 - 10

Lot Number (or description of acreage)

6

Block Number

Johnson & Curridens

(Subdivision Name (if any))

College Park, Maryland

City or Other Incorporated Area

Election District

Proposed Use:

Sorority House

I owner is
 We hereby certify that the present owners of record of the property are.....

Evelyn Barsky, Exec. Sec.

Name

444 - Shoreham Building,

Address Wash 5, D.C.

Signature

Evelyn Barsky

Name

Address

Signature

Name

Address

Signature

Correspondent or Agent (if different from owners)

Address

Date

Telephone

PLANNING ADMINISTRATION SECTION

1. Receipt for

Zoning Sign: No 218-26 By J. R. H. Date 5/2/58

2. Referrals: To: College Park Date 5/25/58

Reply: Approved Date 6/11/58

3. Field Inspection: By ADP & H. Date

Staff report: By H. L. Date

Staff Recommendation: Recommend for R-18 Zone

4. Planning Agenda Record:

5. Commission Action: 6/25/58 Approved

6. To District Council: Date 6/16/58

Hearing Date August 20, 1958

Property Posted by Bill Casey

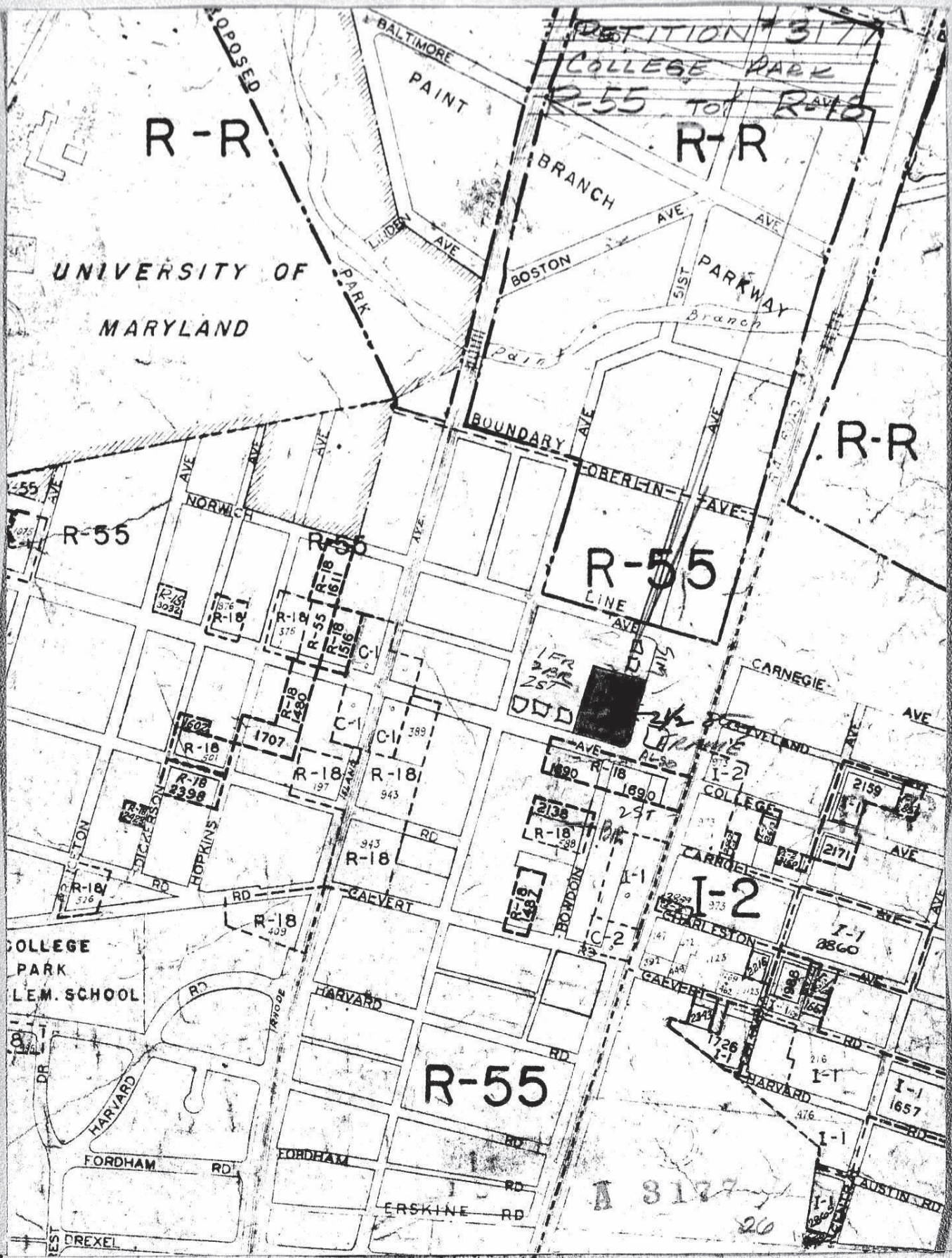
Sign No. Date 7/29 & 30/58

7. District Council Action:

8/20/58 approved

8. Supplementary Notes:

A 3177



R-R

COLLEGE PARK
R-55 TO R-18
R-R

UNIVERSITY OF
MARYLAND

R-R

R-55

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COLLEGE
PARK
L.M. SCHOOL

CARNEGIE

COLLEGE

CARNEGIE

CHARLESTON

CALVERT

HARVARD

FORDHAM

FORDHAM

DREXEL

ERSKINE

AUSTIN RD

BRANCH

BOSTON

PAINT

AVENUE

PARK

NORWICH

HOPKINS

RD

RD

RD

RD

RD

RD

CALVERT

HARVARD

FORDHAM

FORDHAM

ERSKINE

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BOUNDARY

COBERLIN

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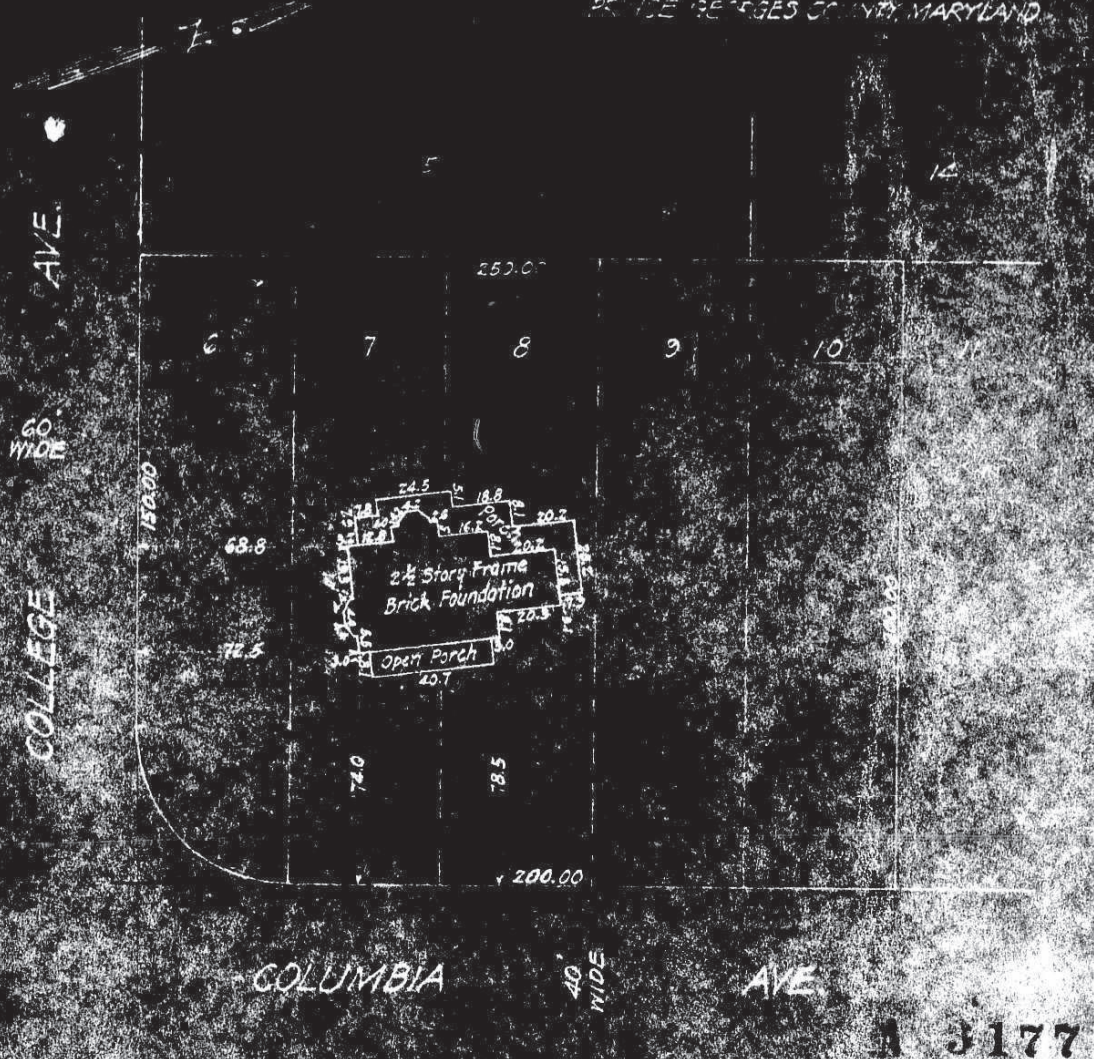
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SECTION OF WOODS
2075 GARDINER, BLK. 6
JOHNSTON & CURRIE'S SUBD.
COLLEGE PARK
PRINCE GEORGES COUNTY, MARYLAND



ENGINEER'S CERTIFICATE

On the basis of the field notes carefully surveyed
the boundaries on the property as shown by
the plat and that there are no encroachments
on the property.

Butcher

DYER & FRANK

1994

NEW YORK TIMES
APRIL 1, 1964
FEDERAL RESERVE CUTS RATE
FEDERAL RESERVE CUTS RATE
FEDERAL RESERVE CUTS RATE

To amend the zoning map for the Maryland-Washington Regional District of Prince George's County.

SECTION 1. Be it resolved by the County Commissioners of Prince George's County, sitting as the District Council of the Maryland-National Capital Park and Planning Commission, That the zoning map for the Maryland-Washington Regional District of Prince George's County be and it is hereby amended as requested in Petition for Zoning Amendment No. A- 3177 , (as amended), filed by Phi Sigma Sigma, owner by reclassifying the property described therein and known as Lots 6 thru 10, block 6, Johnson & Curridens, College Park, Md.

from the R-55 Zone, to R-18 Zone.

A 3177

SECTION 2. And be it further resolved, that the use of said property as reclassified shall be subject to all the requirements of the applicable zone and to the setback and building restriction line requirements specified by the Maryland-National Capital Park and Planning Commission in its recommendation forwarded with said Petition: Subject to recommendations of the Park and Planning Commission.

SECTION 3. And be it further resolved, That this Resolution shall take effect from the date of its adoption.

MD. NATL. CAP. PK. & PL. COMM.
PR. GEO. REGIONAL OFFICE
RECEIVED
SEP 22 1958
PLANNING & ENGINEERING DEPT.
Ref. to
ATTEST:

Adopted this 20th day of August 19 58
COUNTY COMMISSIONERS FOR
PRINCE GEORGE'S COUNTY, MARYLAND.

Robert W. Rieck
Clerk

Robert W. Rieck
President

COPY

JESSE F. NICHOLSON
SECRETARY-TREASURER

May 28, 1958

Mayor and Council
Town of College Park
College Park, Maryland

Re: Zoning Amendment Petition No. A-3177
PHI SIGMA SIGMA (Evelyn Barsky, Exec.
Secy.), Applicant and Owner.
Lots 6 - 10, Block No. 6, Johnson and
Curridens Subdivision, College Park.
R-55 Zone to R-18 Zone.

Gentlemen:

Please find enclosed, herewith, a copy of Zoning Amendment Petition A-3177, filed by the above owner, requesting the reclassification of the subject property from R-55 Zone to the R-18 Zone, in accordance with the attached map.

The Prince George's County Planning Board of this Commission has directed that this petition be forwarded to the Mayor and Council for an appropriate recommendation. Kindly return the enclosed petition and map with your recommendation in duplicate.

It is suggested that a copy of your recommendation to the Prince George's County Planning Board be transmitted to the Board of County Commissioners of Prince George's County.

Sincerely yours,

(Signed) JESSE F. NICHOLSON

JESSE F. NICHOLSON
Secretary-Treasurer

JFN/er
Enclosures

CCs-
Mr. R. Lee Van Horn
Miss Evelyn Barsky
Planning Engineer
Secretary-Treasurer



A 3177

TOWN OF COLLEGE PARK

MUNICIPAL BUILDING, 4809 CALVERT ROAD
COLLEGE PARK, MARYLAND

June 11, 1958

**Mr. Jesse F. Michelson, Secretary-Treasurer
Maryland-National Capital Park & Planning Commission
5757 Georgia Avenue
Silver Spring, Maryland**

**Re: Zoning Amendment Petition No. A-3177
Phi Sigma Sigma (Hvelyn Barsky, Exe.
Secy.), Applicant and Owner.
Lots 6 - 10, Block No. 6, Johnson and
Curridens Subdivision, College Park.
R-55 Zone to R-18 Zone.**

Gentlemen:

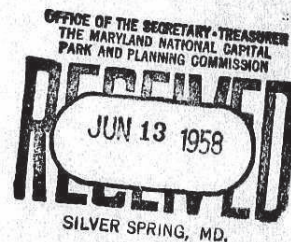
**The Mayor and Council of the City of College Park at a regular
meeting on Tuesday, June 10, 1958 went on record as favoring
the rezoning of the above property from the R-55 Zone to R-18
Zone.**

Very truly yours,

Mary E. Cherry
**Mary E. Cherry
City Clerk**

Enclosures

A 3177



THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING
COMMISSION
SILVER SPRING, MD.

COPY

JESSE F. NICHOLSON
SECRETARY-TREASURER

June 26, 1958

Mr. Herbert W. Reichelt, President
Board of County Commissioners
for Prince George's County
Marlboro, Maryland

Dear Mr. President:

I am enclosing, herewith, for the consideration of the Board of County Commissioners, the Prince George's County Planning Board's recommendation and Technical Staff report on Zoning Amendment Petition No. A-3177. The original copy of this petition is enclosed, herewith.

Copies of the enclosed recommendation have been forwarded to the other members of the Board of County Commissioners.

Sincerely yours,

(Signed) JESSE F. NICHOLSON

JESSE F. NICHOLSON
Secretary-Treasurer

JFM/er
Enclosures

CCs-
Director of Planning
Planning Engineer Glauque
Secretary-Treasurer

A 3177

Office of the Secretary-Treasurer
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
Prince George's County Planning Board

June 25, 1958

TO: The County Commissioners of Prince George's County, Sitting as
the District Council for the Maryland-Washington Regional
District in Prince George's County, Maryland

FROM: Prince George's County Planning Board

SUBJECT: Prince George's County Zoning Map Amendment Petition #A-3177
Applicant: Phi Sigma Sigma; Evelyn Barsky, Executive Secretary
R-55 Zone to R-18 Zone

TECHNICAL STAFF REPORT

Location of Property: The applicant's property is described as Lots 6 through 10, Block 6 in Johnson and Curriden's Subdivision of College Park, Maryland. This property has a frontage of 200 feet on the northerly side of College Avenue and a frontage of 250 feet on the westerly side of Columbia Avenue, containing approximately 19,500 square feet of land.

Requested Change: From the R-55 (One Family, Detached Residential) Zone to the R-18 (Multiple Family Low Density Residential) Zone.

Zoning Plan: The Zoning Plan proposes the subject property for continuance in the R-55 Zone.

Zoning History: There has been no previous application for reclassification of the subject property.

Zoning Pattern: The subject property is adjacent to R-55 zoning to the east, west and north, while to the south, across College Avenue, there are two small parcels zoned R-18. The Zoning Plan of 1949 proposed a large R-18 zone, beginning approximately two blocks to the west and a smaller R-18 zone to the south on the westerly side of Columbia Avenue.

Results of Field Inspection: The subject property is presently the site of a large two and one-half story frame building being utilized as a sorority house. To the west on both sides of College Avenue the land is developed with single-family residences. To the north, on the westerly side of Columbia Avenue, are two more single-family dwellings. To the south, across College Avenue, are two small parcels zoned R-18, being used for fraternity houses.

A 3177

Comments: Although there are existing R-18 zones very close to the subject property, the Zoning Plan of 1949 does not recommend this portion of College Avenue for R-18 zoning. The large proposed R-18 zone two blocks to the west extends to the commercial zoning along Washington-Baltimore Boulevard. This latter area was proposed as that part of College Park that would supply the apartment needs of the University students. As yet, a large amount of this area has not been reclassified from the R-55 to the R-18 Zone. Although College Park is the seat of the State University, it is very important that the single-family character be preserved. College Avenue is one of the older residential streets of the City and is lined with large trees and large single-family homes; and until such time as the proposed multi-family use areas are substantially developed, it does not seem reasonable or sound land use policy to spot this portion of the City with R-18 zoning and uses.

Recommendation: DENIAL for the R-18 Zone

BOARD ACTION

The members of the Board do not agree with the recommendation of the Technical Staff in connection with this petition.

The Board feels that the subject property is in a transition zone. The close proximity of the subject property to the railroad makes it unsuitable for single family use.

For these and other reasons in the general public welfare, and on motion duly made, seconded and carried, the Board recommends to the District Council that Prince George's County Zoning Amendment Petition No. A-3177 be APPROVED for the R-18 Zone.

* * * * *

This is to certify that the foregoing resolution is a true and correct copy of a resolution adopted unanimously by the Prince George's County Planning Board at its regular meeting held at Silver Spring, Maryland, on Wednesday, June 25, 1958, at which meeting all five members were present.


JESSE F. NICHOLSON (SEAL)
Secretary-Treasurer

A 3177

Form 10121-1

NOTICE OF HEARING

OFFICE OF
COUNTY COMMISSIONERS
For Prince George's County
UPPER MARLBORO, MARYLAND

.....July 14....., 1958

PUBLIC HEARING on PETITION for ZONING AMENDMENT No.A-3177

ofPhi Sigma Sigma....., Petitioner

has been set forWednesday, August 20, 1958....., 195.....,

at10..... A. M., at the Office of the County Commissioners for
Prince George's County, County Service Building, Hyattsville, Md.

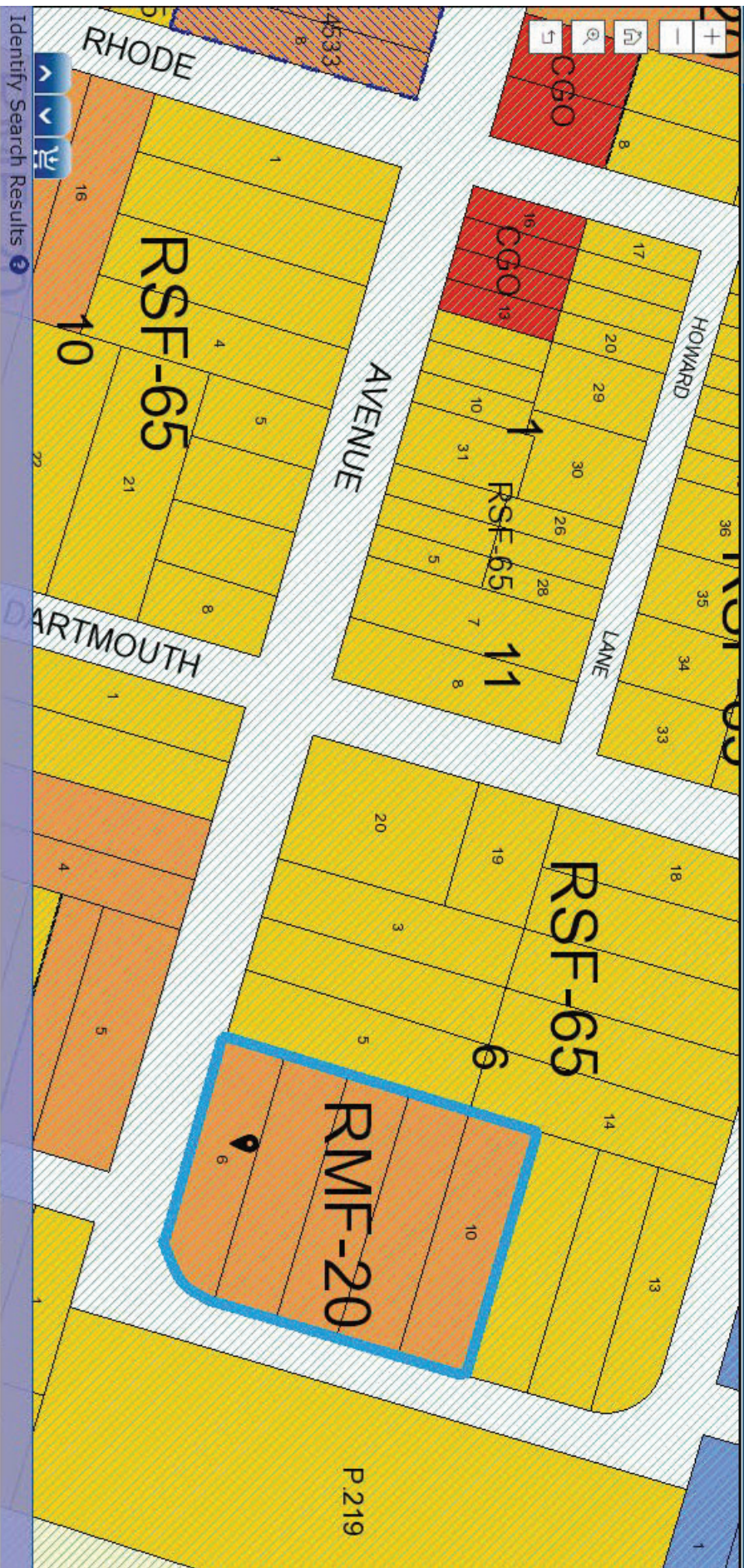
PLEASE BE PRESENT
AT THIS HEARING

.....R. Lee Van Horn.....

CR

Clerk.

Attachment 5



Identify Search Results ?

Aviation Policy Areas (Current)

(1 record) >

Property

(1 record) >

Zoning (Current)

(1 record) >

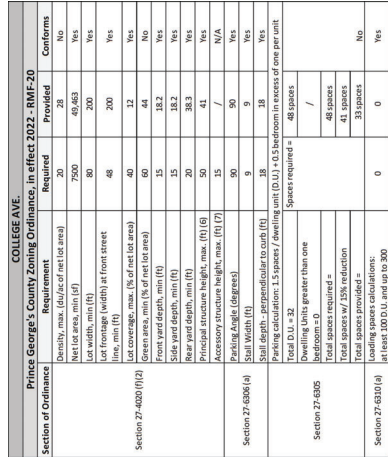
Visual Guide to Zoning Categories

Zone Type: Residential

Class: RMF-20 (Residential, Multifamily-20)

 = 4812 College Ave

Attachment 6



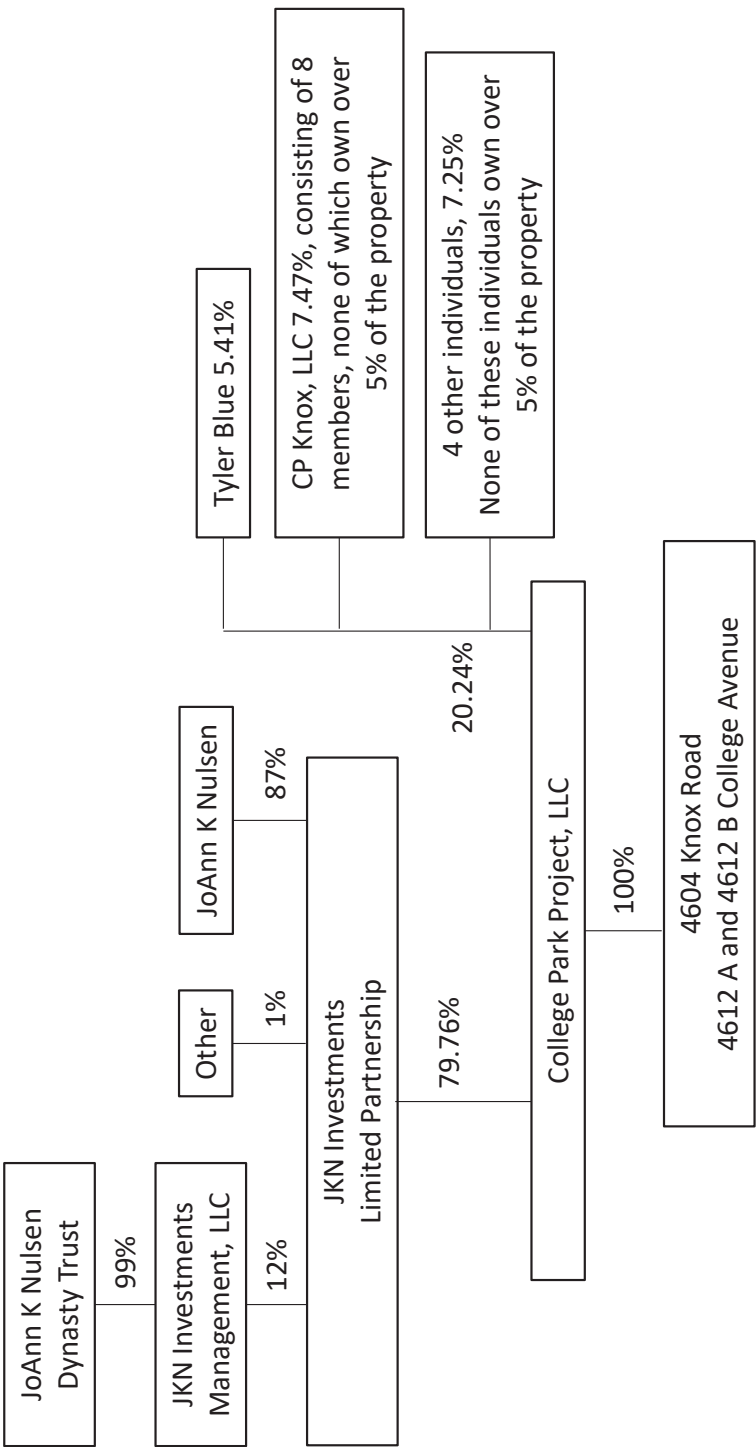
Age Group	No opinion	Don't know	Yes	Probably	No
0-19	100	0	0	0	0
20-29	100	0	0	0	0
30-39	100	0	0	0	0
40-49	100	0	0	0	0
50-59	100	0	0	0	0
60-69	100	0	0	0	0
70-79	100	0	0	0	0
80-89	100	0	0	0	0
90-99	100	0	0	0	0

--	--	--	--	--	--



Attachment 7

COLLEGE PARK PROJECT LLC ORGANIZATIONAL CHART



NOTE: Tyler Blue has an address of 6106 MacArthur Blvd, 2nd floor, Bethesda MD 20816
All others have an address of 4719 Hampden Lane, Bethesda MD 20815

Attachment 8

STATE OF MARYLAND

Department of Assessments and Taxation

I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO LIMITED LIABILITY COMPANIES , OR THE RIGHTS OF LIMITED LIABILITY COMPANIES TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT COLLEGE PARK PROJECT, LLC (W22314256) , REGISTERED OCTOBER 29, 2021, IS A LIMITED LIABILITY COMPANY EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF MARYLAND, AND THAT THE LIMITED LIABILITY COMPANY IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING TO TRANSACT BUSINESS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS MARCH 20, 2023.



Michael L. Higgs
Director



301 West Preston Street, Baltimore, Maryland 21201
Telephone Baltimore Metro (410) 767-1340 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: hJPZldEYOUiw2W0X9PyxYQ
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>

Attachment 9



Angela D. Alsobrooks
County Executive

THE PRINCE GEORGE'S COUNTY GOVERNMENT
Department of Permitting, Inspections and Enforcement
Permitting and Licensing Division



Melinda Bolling
Director

March 13, 2023

Scott Butler, Associate
Washington Property Company
4719 Hampden Lane, Suite 300
Bethesda, MD 20814

Re: Permit #4979-U

Dear Mr. Butler:

It has come to the attention of the Department of Permitting, Inspections and Enforcement that on June 20, 1961, permit #4979-U was issued by the Department of Permitting, Inspections, and Enforcement to operate two apartment buildings with a total of 32 dwelling units at 4812A and 4812B College Avenue, College Park, MD 20740. This property was rezoned from the R-55 Zone to the R-18 Zone in 1958, and these apartments were constructed in 1959. The maximum density allowed for a multifamily dwelling in 1961 was 1800 square feet of lot area per dwelling unit. This property is made up of a total of 1.1355 acres, or 49,463 square feet. Based on the maximum density allowed, this property is allowed a maximum of 27.47 or 28 dwelling units ($49,463/1,800 = 27.47$). This site provides a total of 32 dwelling units and therefore exceeded the maximum density allowed at the time of construction. This site has been retained in the R-18 Zone since the date of construction and does not meet the current maximum density allowed for the R-18 Zone. Since this property was not built-in conformance with the Zoning regulations in effect at the time of construction in 1959, the property does not qualify for certification of a nonconforming use.

Based on the above information, permit #4979-U was issued in error by the Department of Permitting, Inspections, and Enforcement to operate a 32-unit multifamily dwelling.

Mr. Scott Butler
March 13, 2023
Page 2

To obtain a Certificate of Occupancy to operate a 32-unit multifamily dwelling, you will need to pursue a Validation of Permit Issued in Error as outlined in Section 27-258 of the Prince George's County Zoning Ordinance. A copy of Section 27-258 and the Request for Validation of Permit Issued in Error Form are enclosed for your convenience.

If you should have any further questions or need any additional information, please feel free to contact Ms. Kelsey Shaffer at 301-952-3217 or at Kelsey.shaffer@ppd.mncppc.org.

Sincerely,

Karen Spears
Karen Spears (Mar 13, 2023 16:42 EDT)

Karen Spears
Assistant Associate Director

Enclosures

Cc: Brooke Larman, M-NCPPC
Kelsey Shaffer, M-NCPPC

1 Issue
Adv. 5/4/23

ZONING HEARING
ZONING HEARING ON THE FOLLOWING APPLICATION
WILL BE HELD BY THE ZONING HEARING EXAMINER ON

Wed., June 7, 2023
12:00 P.M.

Virtual Hearing

For information on how to participate in the hearing please call the ZHE Office at 301-952-3644, email ZHE@co.pg.md.us or visit the County Website at <https://pgccouncil.us/LIVE>

VALIDATION OF PERMIT ISSUED IN ERROR:

College Park (21) ELECTION DISTRICT:

No. ERR-287 -- Application of COLLEGE PARK PROJECT LLC, for VALIDATION OF USE AND OCCUPANCY PERMIT NO.4979-U ISSUED IN ERROR, for use as thirty-two (32) multifamily dwelling units, at the property containing approximately 1.1355 acres of land zoned RMF-20 (Residential, Multifamily-20), and identified as 4812 A and 4812 B College Avenue, College Park, Maryland 20740.

By Order of the County Council
Prince George's County, Md.
Thomas E. Dernoga, Chair

Attest:
Donna J. Brown
Clerk of the Council

Office of the Clerk of the Council
County Administration Bldg., Rm.2198
Upper Marlboro, MD. 20772

TO BE PAID BY CREDIT CARD
or
Enquirer Gazette-Please Bill



April 19, 2023

Graham McSweeney
gmcswweeney@sgrwlaw.com
Direct Dial: 301-634-3177

Via Hand Delivery

Office of the Zoning Hearing Examiner
Attn: Maurene Epps McNeil, Zoning Hearing Examiner
Wayne K. Curry Administration Building
1301 McCormick Dr, 3rd Floor
Largo, MD 20774


Re: Request for Validation of Permit Issued in Error
4604 Knox Rd and 4812 College Ave

Dear Ms. McNeil,

Please see enclosed Request for Validation of Permit Issued in Error application for each 4604 Knox Rd and 4812 College Ave, along with the required attachments. We have included two copies of each application for your review.

If you have any questions or need more information, please do not hesitate to contact us.

Sincerely,


Graham McSweeney, paralegal for Matt Gordon

{00533642;1 }

Selzer Gurvitch Rabin Wertheimer & Polott, P.C.

4416 East West Highway • Fourth Floor • Bethesda, MD 20814-4568 Phone:

(301) 986-9600 • Fax: (301) 986-1301 • Toll Free: (888) 986-9600

www.selzergurvitch.com

ZONING HEARING EXAMINER
HEARING

FOR INFORMATION

301-952-3644

Email: ZHE@co.pg.md.us

APPLICATION#

ERP
287

DATE:

JUNE 7, 2023

TIME:

12:00 PM

OFFICE OF THE ZONING HEARING EXAMINER
Wayne K. Curry Administration Building
1301 McCormick Drive
Largo, Maryland 20774



4812-9

HEARING
331-352-1444

ONE WAY
NORTH
NO PARKING
EXCEPT FOR
LOADING AND UNLOADING
PASSENGERS
ONLY
NO STOPPING

ZONING HEARING EXAMINER

HEARING

FOR INFORMATION

301-952-3644

Email: ZHE@co.pg.md.us

APPLICATION#

ERR-287
ERR-287

DATE:

JUNE 7, 2023

TIME:

12:00PM

OFFICE OF THE ZONING HEARING EXAMINER

Wayne K. Curry Administration Building

1301 McCormick Drive

Largo, Maryland 20774

ZONE 6 PERMIT
REQUIRED
6:30AM - MIDNIGHT
MONDAY - SATURDAY
2 HOUR
PARKING LIMIT
WITHOUT ZONE 6 PERMIT
7AM - 5PM
MONDAY - SATURDAY
←

HEARING
108-812-1344

SIGN POSTING AFFIDAVIT

I, Graham McSweeney, hereby certify that the subject property was posted with
(print or type name)
2 sign(s) on 5/5/2023.
(specify number) (date)

£ I further certify that the signs were inspected on 5/13/2023 (7 to 15 days after
site was posted) and were maintained in a reasonable manner.

Signature: Graham McSweeney

DO NOT SUBMIT THIS AFFIDAVIT UNTIL THE SITE HAS BEEN INSPECTED

Application Number: ERR-287 Application Name: 4812 A/B College Ave

Contact Person & Telephone: Graham McSweeney; 301-634-3177

Company Name & Address: Selzer Gurvitch, 4416 East West Hwy. Fourth Floor, Bethesda, MD 20814

Capacity in which you are acting: Agent
(owner, applicant, agent)

Note: Attach legible, close up photograph(s) showing sign(s) in place and at least one additional photograph from a distance sufficient to show physical improvements or natural characteristics to identify the subject property.

Return this affidavit and photographs **saved as one PDF and emailed to**
PGCReferrals@ppd.mncppc.org Subject: CaseNo-CaseName and "Posting
Affidavit" not later than 14 days prior to the Planning Board hearing date.

ZONING HEARING EXAMINER
HEARING

FOR INFORMATION

301-952-3644

Email: ZHE@co.pg.md.us

APPLICATION#

ERP
287

DATE:

TIME:

JUNE 7, 2023 12:00 PM

OFFICE OF THE ZONING HEARING EXAMINER
Wayne K. Curry Administration Building
1301 McCormick Drive
Largo, Maryland 20774



ZONING HEARING EXAMINER

HEARING

FOR INFORMATION

301-952-3644

Email: ZHE@co.pg.md.us

APPLICATION#

ERR-287
ERR-287

DATE:

JUNE 7, 2023

TIME:

12:00PM

OFFICE OF THE ZONING HEARING EXAMINER

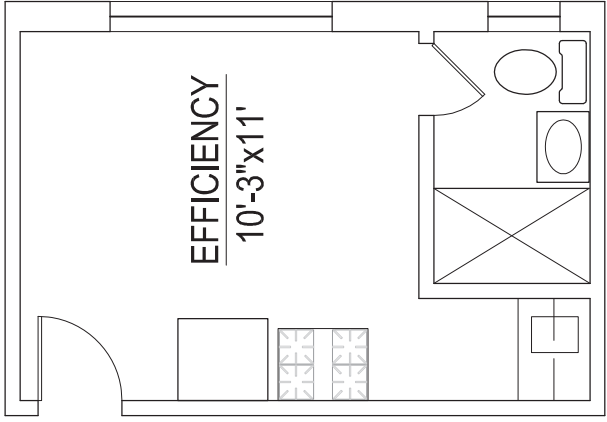
Wayne K. Curry Administration Building

1301 McCormick Drive

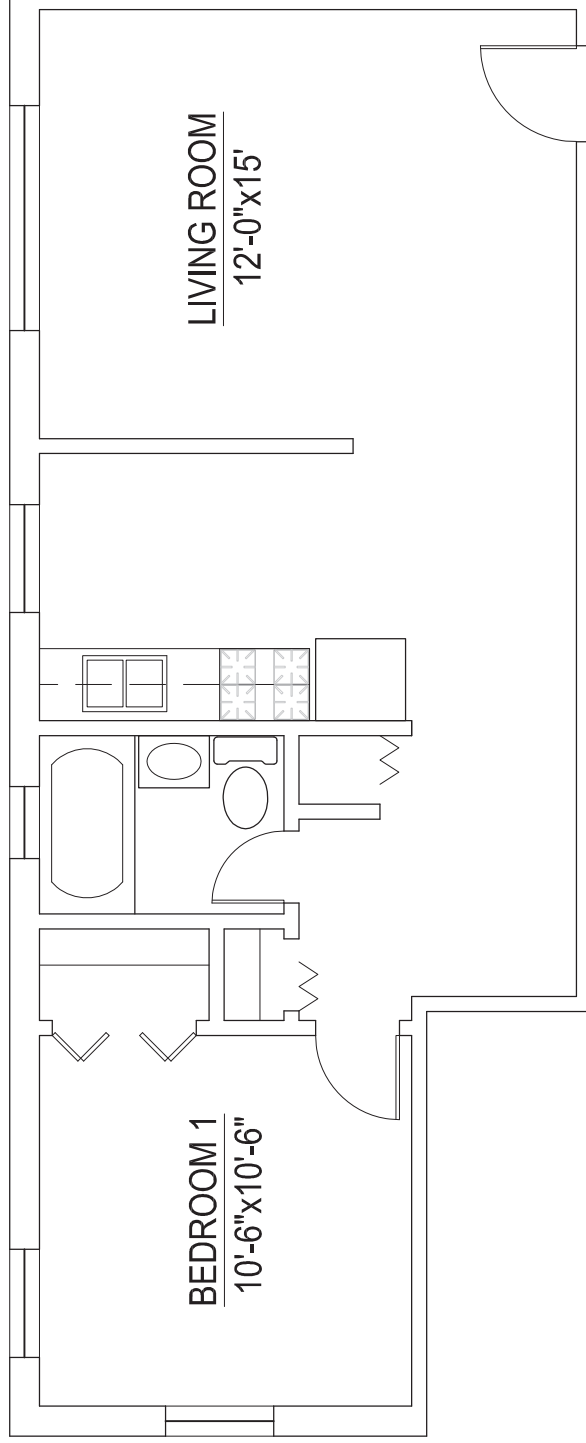
Largo, Maryland 20774

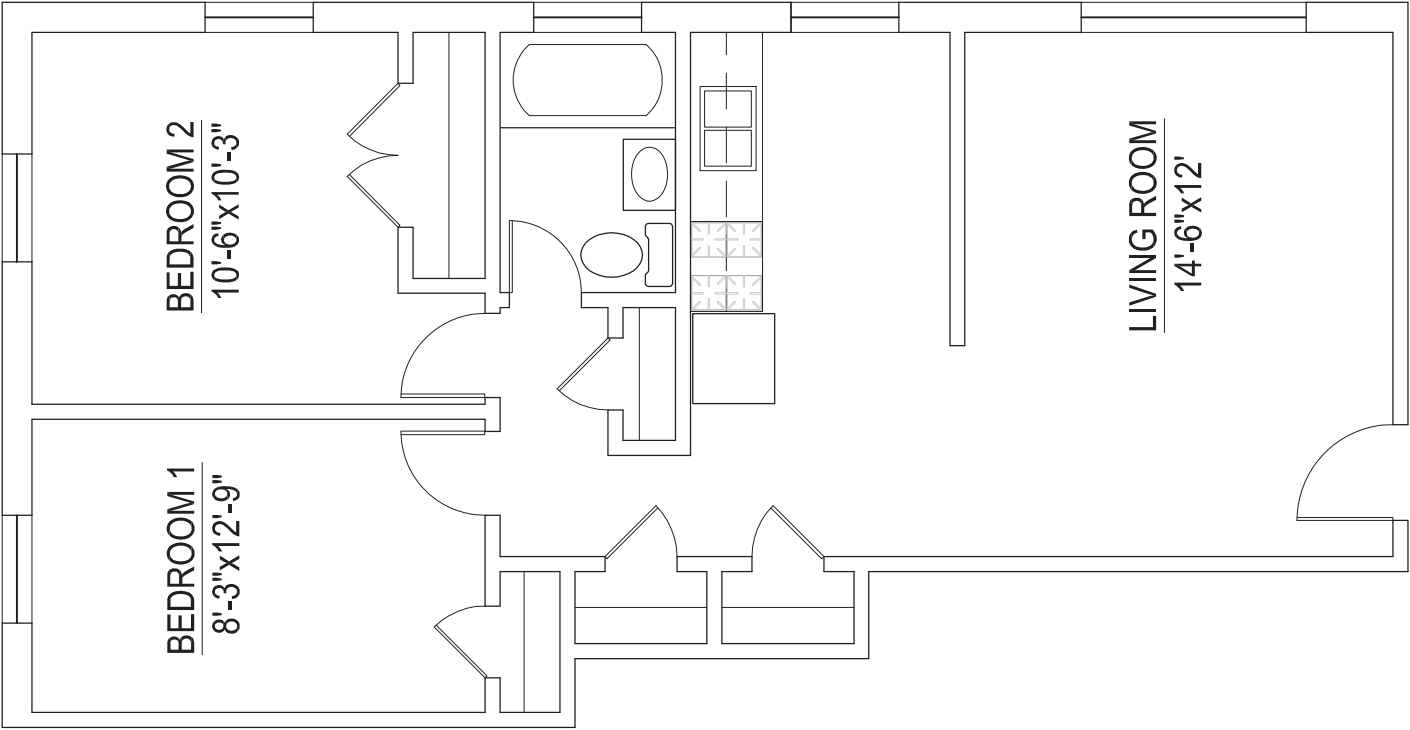
ZONE 6 PERMIT
REQUIRED
6:30AM - MIDNIGHT
MONDAY - SATURDAY
2 HOUR
PARKING LIMIT
WITHOUT ZONE 6 PERMIT
7AM - 5PM
MONDAY - SATURDAY
←

HEARING
1-8-21-21-21



4812 A/B College Ave









4812B College Ave

Permit History

Application Date	Permit Number	Permit Name	Permit Type	Work Description	Permit Mode	Issuance Date
	879537-1988-0	COLUMBIA MANOR APTS BLR #494	BRL (BOILER LICENSE)		PERMITTED	5/31/2000 12:00:00 AM
7/6/2022 12:00:00 AM	26402-2022-0	COLLEGE PARK PROJECT USE	DPIE UO	Use and Occupancy Permit with no construction. We are seeking a U&O Permit to be issued due to change of ownership.	APPLICATION	
7/15/2022 12:00:00 AM	27237-2022-0	COLLEGE PARK PROJECT LLC FENCE	DPIE CE	REPLACEMENT OF AN EXISTING 3' HT CHAIN LINK FENCE WITH A 3' HT WROUGHT IRON FENCE.	APPLICATION	

Close Window

4812 A/B College Ave



Reconciliation Recap

Jan 1, 2017 To Apr 4, 2023

Run Date: Apr 4, 2023

Service Address: 4812 COLLEGE AVE

Account Number: 2721550000

Page 1 of 1



Dates From	To	Bill Type	Water/Sewer Charges	Penalties	Fees	Total Current Charges	Payment	Balance
12/27/16	12/27/16	Balance Forward	\$1,524.39	\$0.00	\$0.00	\$1,524.39	\$0.00	\$1,524.39
12/9/16	1/10/17	ACTUAL REGULAR	\$1,414.23	\$0.00	\$138.80	\$1,553.03	\$0.00	\$3,077.42
1/11/17		Late Payment Charge - WS	\$0.00	\$73.02	\$0.00	\$73.02	\$0.00	\$3,150.44
2/3/17		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,524.39	-\$1,524.39	\$1,626.05
1/10/17	2/10/17	ACTUAL REGULAR	\$1,364.08	\$0.00	\$134.68	\$1,498.76	\$0.00	\$3,124.81
2/13/17		Late Payment Charge - WS	\$0.00	\$77.65	\$0.00	\$77.65	\$0.00	\$3,202.46
2/13/17		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,626.05	-\$1,626.05	\$1,576.41
2/10/17	3/10/17	ACTUAL REGULAR	\$1,303.90	\$0.00	\$126.93	\$1,430.83	\$0.00	\$3,007.24
3/13/17		Late Payment Charge - WS	\$0.00	\$74.94	\$0.00	\$74.94	\$0.00	\$3,082.18
3/20/17		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,576.41	-\$1,576.41	\$1,505.77
3/10/17	4/10/17	ACTUAL REGULAR	\$1,023.06	\$0.00	\$109.22	\$1,132.28	\$0.00	\$2,638.05
4/11/17		Late Payment Charge - WS	\$0.00	\$71.54	\$0.00	\$71.54	\$0.00	\$2,709.59
4/11/17		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,505.71	-\$1,505.71	\$1,203.88
4/25/17		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,203.88	-\$1,203.88	\$0.00
4/10/17	5/10/17	ACTUAL REGULAR	\$1,013.03	\$0.00	\$105.92	\$1,118.95	\$0.00	\$1,118.95
5/10/17	6/9/17	ACTUAL REGULAR	\$1,033.09	\$0.00	\$110.85	\$1,143.94	\$0.00	\$2,262.89
6/12/17		Late Payment Charge - WS	\$0.00	\$55.95	\$0.00	\$55.95	\$0.00	\$2,318.84
6/13/17		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,174.90	-\$1,174.90	\$1,143.94
6/27/17		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,143.94	-\$1,143.94	\$0.00
6/9/17	7/10/17	ACTUAL REGULAR	\$1,861.03	\$0.00	\$149.95	\$2,010.98	\$0.00	\$2,010.98
7/25/17		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,010.98	-\$2,010.98	\$0.00
7/10/17	8/10/17	ACTUAL REGULAR	\$1,536.24	\$0.00	\$139.78	\$1,676.02	\$0.00	\$1,676.02
8/10/17	9/11/17	ACTUAL REGULAR	\$1,359.78	\$0.00	\$128.29	\$1,488.07	\$0.00	\$3,164.09
9/12/17		Late Payment Charge - WS	\$0.00	\$83.80	\$0.00	\$83.80	\$0.00	\$3,247.89
9/12/17		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,676.02	-\$1,676.02	\$1,571.87
9/11/17	10/10/17	ACTUAL REGULAR	\$1,266.36	\$0.00	\$121.67	\$1,388.03	\$0.00	\$2,959.90
10/11/17		Late Payment Charge - WS	\$0.00	\$74.40	\$0.00	\$74.40	\$0.00	\$3,034.30
10/30/17		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,571.87	-\$1,571.87	\$1,462.43
10/10/17	11/9/17	ACTUAL REGULAR	\$1,318.26	\$0.00	\$125.64	\$1,443.90	\$0.00	\$2,906.33
11/13/17		Late Payment Charge - WS	\$0.00	\$69.40	\$0.00	\$69.40	\$0.00	\$2,975.73
11/14/17		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,462.43	-\$1,462.43	\$1,513.30
12/4/17		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,513.30	-\$1,513.30	\$0.00
11/9/17	12/11/17	ACTUAL REGULAR	\$1,442.82	\$0.00	\$133.54	\$1,576.36	\$0.00	\$1,576.36
12/19/17		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,576.30	-\$1,576.30	\$0.06
12/11/17	1/10/18	ACTUAL REGULAR	\$1,255.98	\$0.00	\$120.71	\$1,376.69	\$0.00	\$1,376.75
1/10/18	2/9/18	ACTUAL REGULAR	\$1,411.68	\$0.00	\$130.57	\$1,542.25	\$0.00	\$2,919.00
2/12/18		Late Payment Charge - WS	\$0.00	\$68.83	\$0.00	\$68.83	\$0.00	\$2,987.83
2/15/18		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,376.75	-\$1,376.75	\$1,611.08
2/9/18	3/9/18	ACTUAL REGULAR	\$1,620.71	\$0.00	\$126.93	\$1,747.64	\$0.00	\$3,358.72
3/12/18		Late Payment Charge - WS	\$0.00	\$77.11	\$0.00	\$77.11	\$0.00	\$3,435.83
3/15/18		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,611.08	-\$1,611.08	\$1,824.75
4/9/18		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,824.75	-\$1,824.75	\$0.00
3/9/18	4/10/18	ACTUAL REGULAR	\$2,058.42	\$0.00	\$159.83	\$2,218.25	\$0.00	\$2,218.25
4/11/18		Late Payment Charge - WS	\$0.00	\$87.38	\$0.00	\$87.38	\$0.00	\$2,305.63
4/10/18	5/10/18	ACTUAL REGULAR	\$1,359.78	\$0.00	\$125.64	\$1,485.42	\$0.00	\$3,791.05
5/14/18		Late Payment Charge - WS	\$0.00	\$110.91	\$0.00	\$110.91	\$0.00	\$3,901.96
5/14/18		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,305.63	-\$2,305.63	\$1,596.33
5/10/18	6/11/18	ACTUAL REGULAR	\$1,422.06	\$0.00	\$133.54	\$1,555.60	\$0.00	\$3,151.93
6/12/18		Late Payment Charge - WS	\$0.00	\$74.27	\$0.00	\$74.27	\$0.00	\$3,226.20
6/22/18		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,596.33	-\$1,596.33	\$1,629.87
6/11/18	7/10/18	ACTUAL REGULAR	\$1,370.55	\$0.00	\$126.44	\$1,496.99	\$0.00	\$3,126.86
7/11/18		Late Payment Charge - WS	\$0.00	\$77.78	\$0.00	\$77.78	\$0.00	\$3,204.64
7/13/18		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,629.87	-\$1,629.87	\$1,574.77
7/10/18	8/10/18	ACTUAL REGULAR	\$2,993.76	\$0.00	\$185.62	\$3,179.38	\$0.00	\$4,754.15
8/13/18		Late Payment Charge - WS	\$0.00	\$74.85	\$0.00	\$74.85	\$0.00	\$4,829.00
9/4/18		PAYMENT	\$0.00	\$0.00	\$0.00	-\$4,829.00	-\$4,829.00	\$0.00
8/10/18	9/10/18	ACTUAL REGULAR	\$2,952.18	\$0.00	\$180.52	\$3,132.70	\$0.00	\$3,132.70
9/28/18		PAYMENT	\$0.00	\$0.00	\$0.00	-\$3,132.70	-\$3,132.70	\$0.00
9/10/18	10/10/18	ACTUAL REGULAR	\$1,497.30	\$0.00	\$130.57	\$1,627.87	\$0.00	\$1,627.87
10/18/18		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,627.87	-\$1,627.87	\$0.00
10/10/18	11/9/18	ACTUAL REGULAR	\$1,323.70	\$0.00	\$120.71	\$1,444.41	\$0.00	\$1,444.41
11/28/18		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,444.41	-\$1,444.41	\$0.00
11/9/18	12/10/18	ACTUAL REGULAR	\$1,840.15	\$0.00	\$139.78	\$1,979.93	\$0.00	\$1,979.93
12/21/18		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,979.93	-\$1,979.93	\$0.00
12/10/18	1/10/19	ACTUAL REGULAR	\$1,399.65	\$0.00	\$129.59	\$1,529.24	\$0.00	\$1,529.24
2/5/19		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,529.24	-\$1,529.24	\$0.00
1/10/19	2/11/19	ACTUAL REGULAR	\$905.35	\$0.00	\$107.26	\$1,012.61	\$0.00	\$1,012.61
2/11/19	3/11/19	ACTUAL REGULAR	\$771.93	\$0.00	\$94.73	\$866.66	\$0.00	\$1,879.27
3/12/19		Late Payment Charge - WS	\$0.00	\$50.63	\$0.00	\$50.63	\$0.00	\$1,929.90
3/14/19		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,012.61	-\$1,012.61	\$917.29
3/26/19		PAYMENT	\$0.00	\$0.00	\$0.00	-\$917.29	-\$917.29	\$0.00
3/11/19	4/10/19	ACTUAL REGULAR	\$876.76	\$0.00	\$100.99	\$977.75	\$0.00	\$977.75
5/6/19		PAYMENT	\$0.00	\$0.00	\$0.00	-\$977.75	-\$977.75	\$0.00
4/10/19	5/10/19	ACTUAL REGULAR	\$848.17	\$0.00	\$100.99	\$949.16	\$0.00	\$949.16
5/28/19		PAYMENT	\$0.00	\$0.00	\$0.00	-\$949.16	-\$949.16	\$0.00
5/10/19	6/10/19	ACTUAL REGULAR	\$914.88	\$0.00	\$104.12	\$1,019.00	\$0.00	\$1,019.00
6/21/19		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,019.00	-\$1,019.00	\$0.00

6/11/19	7/10/19	ACTUAL REGULAR	\$977.40	\$0.00	\$106.15	\$1,083.55	\$0.00	\$1,083.55
7/29/19		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,083.55	-\$1,083.55	\$0.00
7/11/19	8/9/19	ACTUAL REGULAR	\$1,260.27	\$0.00	\$111.74	\$1,372.01	\$0.00	\$1,372.01
8/10/19	9/10/19	ACTUAL REGULAR	\$1,465.74	\$0.00	\$124.45	\$1,590.19	\$0.00	\$2,962.20
9/11/19	10/10/19	ACTUAL REGULAR	\$1,406.57	\$0.00	\$116.67	\$1,523.24	\$0.00	\$4,485.44
10/18/19		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,962.20	-\$2,962.20	\$1,523.24
10/28/19		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,523.24	-\$1,523.24	\$0.00
10/11/19	11/12/19	ACTUAL REGULAR	\$2,100.49	\$0.00	\$155.45	\$2,255.94	\$0.00	\$2,255.94
11/14/19		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,523.24	-\$1,523.24	\$732.70
12/9/19		PAYMENT	\$0.00	\$0.00	\$0.00	-\$732.70	-\$732.70	\$0.00
11/13/19	12/10/19	ACTUAL REGULAR	\$2,797.24	\$0.00	\$173.30	\$2,970.54	\$0.00	\$2,970.54
12/30/19		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,970.54	-\$2,970.54	\$0.00
12/11/19	1/13/20	ACTUAL REGULAR	\$5,433.51	\$0.00	\$283.05	\$5,716.56	\$0.00	\$5,716.56
1/14/20	2/12/20	ACTUAL REGULAR	\$2,293.68	\$0.00	\$161.03	\$2,454.71	\$0.00	\$8,171.27
2/18/20		Late Payment Charge - WS	\$0.00	\$285.83	\$0.00	\$285.83	\$0.00	\$8,457.10
3/3/20		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,410.00	-\$1,410.00	\$7,047.10
2/13/20	3/12/20	ACTUAL REGULAR	\$1,649.61	\$0.00	\$127.07	\$1,776.68	\$0.00	\$8,823.78
3/26/20		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,410.00	-\$1,410.00	\$7,413.78
4/6/20		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,062.51	-\$2,062.51	\$5,351.27
3/13/20	4/9/20	ACTUAL REGULAR	\$1,693.17	\$0.00	\$127.29	\$1,820.46	\$0.00	\$7,171.73
4/10/20	5/7/20	ACTUAL REGULAR	\$1,706.47	\$0.00	\$127.29	\$1,833.76	\$0.00	\$9,005.49
5/22/20		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,410.00	-\$1,410.00	\$7,595.49
6/1/20		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,410.00	-\$1,410.00	\$6,185.49
5/8/20	6/8/20	ACTUAL REGULAR	\$2,130.74	\$0.00	\$155.99	\$2,286.73	\$0.00	\$8,472.22
6/26/20		PAYMENT	\$0.00	\$0.00	\$0.00	-\$8,472.22	-\$8,472.22	\$0.00
6/9/20	7/8/20	ACTUAL REGULAR	\$2,101.49	\$0.00	\$151.44	\$2,252.93	\$0.00	\$2,252.93
7/21/20		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,252.93	-\$2,252.93	\$0.00
7/9/20	8/5/20	ACTUAL REGULAR	\$0.00	\$0.00	\$59.80	\$59.80	\$0.00	\$59.80
7/9/20	8/5/20	ESTIMATED BILL	\$1,222.16	\$0.00	\$40.81	\$1,262.97	\$0.00	\$1,322.77
8/27/20		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,322.77	-\$1,322.77	\$0.00
7/9/20	8/5/20	ACTUAL REGULAR CANCELLATION	\$0.00	\$0.00	-\$59.80	-\$59.80	\$0.00	-\$59.80
7/9/20	8/5/20	ESTIMATED BILL CANCELLATION	-\$1,222.16	\$0.00	-\$40.81	-\$1,262.97	\$0.00	-\$1,322.77
7/9/20	9/3/20	ACTUAL REGULAR	\$3,881.49	\$0.00	\$270.38	\$4,151.87	\$0.00	\$2,829.10
9/4/20	10/5/20	ACTUAL REGULAR	\$2,937.96	\$0.00	\$183.33	\$3,121.29	\$0.00	\$5,950.39
10/13/20		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,829.10	-\$2,829.10	\$3,121.29
10/6/20	11/6/20	ACTUAL REGULAR	\$2,244.38	\$0.00	\$157.04	\$2,401.42	\$0.00	\$5,522.71
11/20/20		PAYMENT	\$0.00	\$0.00	\$0.00	-\$3,121.29	-\$3,121.29	\$2,401.42
11/30/20		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,401.42	-\$2,401.42	\$0.00
11/7/20	12/14/20	ACTUAL REGULAR	\$2,820.30	\$0.00	\$192.73	\$3,013.03	\$0.00	\$3,013.03
1/15/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$748.23	-\$748.23	\$768.31
1/15/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$748.25	-\$748.25	\$768.31
1/15/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$748.24	-\$748.24	\$768.31
1/19/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$760.31	-\$760.31	\$8.00
12/15/20	1/19/21	ACTUAL REGULAR	\$3,900.20	\$0.00	\$229.91	\$4,130.11	\$0.00	\$4,138.11
1/20/21	2/20/21	ACTUAL REGULAR	\$2,230.28	\$0.00	\$157.04	\$2,387.32	\$0.00	\$6,525.43
2/25/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$4,130.11	-\$4,130.11	\$2,395.32
3/16/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,395.32	-\$2,395.32	\$0.00
2/21/21	3/19/21	ACTUAL REGULAR	\$2,046.55	\$0.00	\$136.94	\$2,183.49	\$0.00	\$2,183.49
3/20/21	4/16/21	ACTUAL REGULAR	\$2,078.13	\$0.00	\$142.01	\$2,220.14	\$0.00	\$4,403.63
4/23/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,183.49	-\$2,183.49	\$2,220.14
5/7/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,220.14	-\$2,220.14	\$0.00
4/17/21	5/13/21	ACTUAL REGULAR	\$1,944.19	\$0.00	\$132.50	\$2,076.69	\$0.00	\$2,076.69
6/11/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,076.69	-\$2,076.69	\$0.00
5/14/21	6/14/21	ACTUAL REGULAR	\$1,849.58	\$0.00	\$141.27	\$1,990.85	\$0.00	\$1,990.85
7/12/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$1,990.85	-\$1,990.85	\$0.00
6/15/21	7/14/21	ACTUAL REGULAR	\$1,980.75	\$0.00	\$137.83	\$2,118.58	\$0.00	\$2,118.58
7/15/21	8/10/21	ACTUAL REGULAR	\$2,636.76	\$0.00	\$155.57	\$2,792.33	\$0.00	\$4,910.91
8/13/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,118.58	-\$2,118.58	\$2,792.33
8/27/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,792.33	-\$2,792.33	\$0.00
8/11/21	9/8/21	ACTUAL REGULAR	\$2,884.28	\$0.00	\$171.85	\$3,056.13	\$0.00	\$3,056.13
9/9/21	10/7/21	ACTUAL REGULAR	\$4,477.10	\$0.00	\$224.26	\$4,701.36	\$0.00	\$7,757.49
10/15/21		Late Payment Charge - WS	\$0.00	\$152.81	\$0.00	\$152.81	\$0.00	\$7,910.30
10/21/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$3,056.13	-\$3,056.13	\$4,854.17
11/8/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$4,701.36	-\$4,701.36	\$152.81
10/8/21	11/8/21	ACTUAL REGULAR	\$3,291.70	\$0.00	\$189.64	\$3,481.34	\$0.00	\$3,634.15
11/22/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$3,634.15	-\$3,634.15	\$0.00
11/9/21	12/13/21	ACTUAL REGULAR	\$2,723.34	\$0.00	\$178.68	\$2,902.02	\$0.00	\$2,902.02
12/29/21		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,902.02	-\$2,902.02	\$0.00
12/14/21	1/18/22	ACTUAL REGULAR	\$2,255.36	\$0.00	\$160.12	\$2,415.48	\$0.00	\$2,415.48
1/19/22	2/15/22	ACTUAL REGULAR	\$1,989.74	\$0.00	\$133.74	\$2,123.48	\$0.00	\$4,538.96
2/22/22		Late Payment Charge - WS	\$0.00	\$120.77	\$0.00	\$120.77	\$0.00	\$4,659.73
3/10/22		PAYMENT	\$0.00	\$0.00	\$0.00	-\$2,123.48	-\$2,123.48	\$2,536.25
2/16/22	3/16/22	ACTUAL REGULAR	\$1,836.32	\$0.00	\$128.97	\$1,965.29	\$0.00	\$4,501.54
3/21/22		Late Payment Charge - WS	\$0.00	\$106.17	\$0.00	\$106.17	\$0.00	\$4,607.71
3/17/22	4/12/22	ACTUAL REGULAR	\$1,665.40	\$0.00	\$120.08	\$1,785.48	\$0.00	\$6,393.19
4/21/22		Late Payment Charge - WS	\$0.00	\$98.26	\$0.00	\$98.26	\$0.00	\$6,491.45
4/13/22	5/9/22	ACTUAL REGULAR	\$2,221.15	\$0.00	\$142.27	\$2,363.42	\$0.00	\$8,854.87
5/10/22		PAYMENT	\$0.00	\$0.00	\$0.00	-\$6,393.19	-\$6,393.19	\$2,461.68
5/10/22	6/9/22	ACTUAL REGULAR	\$3,005.31	\$0.00	\$178.63	\$3,183.94	\$0.00	\$5,645.62
6/13/22		Late Payment Charge - WS	\$0.00	\$118.17	\$0.00	\$118.17	\$0.00	\$5,763.79
6/22/22		PAYMENT	\$0.00	\$0.00	\$0.00	-\$5,763.79	-\$5,763.79	-\$3,183.94
6/22/22		PAYMENT	\$0.00	\$0.00	\$0.00	-\$3,183.94	-\$3,183.94	-\$3,183.94
6/10/22	7/11/22	ACTUAL REGULAR	\$3,162.04	\$0.00	\$186.10	\$3,348.14	\$0.00	\$164.20
7/12/22		Transfer	-\$3,183.94	\$0.00	\$0.00	-\$3,183.94	\$0.00	\$164.20
7/12/22		Transfer	\$3,183.94	\$0.00	\$0.00	\$3,183.94	\$0.00	\$164.20
7/12/22	8/10/22	ACTUAL REGULAR	\$4,107.84	\$0.00	\$212.09	\$4,319.93	\$0.00	\$4,484.13
8/15/22		Late Payment Charge - WS	\$0.00	\$8.21	\$0.00	\$8.21	\$0.00	\$4,492.34

8/17/22		PAYMENT	\$0.00	\$0.00	\$0.00	-\$4,319.93	-\$4,319.93	\$172.41
8/24/22		PAYMENT	\$0.00	\$0.00	\$0.00	-\$164.20	-\$164.20	\$8.21
8/11/22	9/7/22	ACTUAL REGULAR	\$3,709.56	\$0.00	\$193.36	\$3,902.92	\$0.00	\$3,911.13
9/14/22		PAYMENT	\$0.00	\$0.00	\$0.00	-\$3,911.13	-\$3,911.13	\$0.00
9/8/22	10/6/22	ACTUAL REGULAR	\$5,930.88	\$0.00	\$262.21	\$6,193.09	\$0.00	\$6,193.09
10/14/22		PAYMENT	\$0.00	\$0.00	\$0.00	-\$6,193.09	-\$6,193.09	\$0.00
10/7/22	11/9/22	ACTUAL REGULAR	\$7,417.16	\$0.00	\$318.58	\$7,735.74	\$0.00	\$7,735.74
11/18/22		PAYMENT	\$0.00	\$0.00	\$0.00	-\$7,735.74	-\$7,735.74	\$0.00
11/10/22	12/13/22	ACTUAL REGULAR	\$5,624.14	\$0.00	\$268.30	\$5,892.44	\$0.00	\$5,892.44
12/21/22		PAYMENT	\$0.00	\$0.00	\$0.00	-\$5,892.44	-\$5,892.44	\$0.00
12/14/22	1/13/23	ACTUAL REGULAR	\$5,531.97	\$0.00	\$254.82	\$5,786.79	\$0.00	\$5,786.79
1/24/23		PAYMENT	\$0.00	\$0.00	\$0.00	-\$5,786.79	-\$5,786.79	\$0.00
1/14/23	2/15/23	ACTUAL REGULAR	\$5,593.43	\$0.00	\$265.83	\$5,859.26	\$0.00	\$5,859.26
3/1/23		PAYMENT	\$0.00	\$0.00	\$0.00	-\$5,859.26	-\$5,859.26	\$0.00
2/16/23	3/15/23	ACTUAL REGULAR	\$4,615.97	\$0.00	\$220.96	\$4,836.93	\$0.00	\$4,836.93
3/22/23		PAYMENT	\$0.00	\$0.00	\$0.00	-\$4,836.93	-\$4,836.93	\$0.00