



LT1-5-2006047855-1



LT2-0-0-9

Prepared by:  
Nichols Zauzig Sandler P.C.

**MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT (the "Agreement") is dated as of this 31 day of March, 2006, by COUNCIL ON AMERICAN-ISLAMIC RELATIONS, INC., a District of Columbia nonprofit corporation, ZAHARA INVESTMENT CORPORATION, a District of Columbia corporation, and GREATER WASHINGTON LLC OF DELAWARE, a Delaware limited liability company (herein, collectively, the "Borrowers"), collectively, the debtor herein; and VIRGINIA COMMERCE BANK, its successors and/or assigns ("Holder") having an address of 5350 Lee Highway, Arlington, Virginia 22207, and George L. GRECO, Trustee ("Trustee").

W I T N E S S E T H :

1. The Holder agreed to make secured loans to Borrower in the total aggregate principal amount of up to \$3,500,000.00 (collectively, the "Loan").

2. The Loan is evidenced by, among other documents, two (2) deed of trust notes in the principal amount of \$1,000,000.00 ("Note 1") and in the principal amount of \$2,500,000.00 ("Note 2") payable to the order of the Holder dated on or about December 29, 2005 (the "Original Notes"), (hereinafter, the Original Notes, together with any and all other amendments, modifications, extensions or supplements thereto, are collectively referred to as the "Notes").

3. The Loan is further evidenced by, among other documents, the following documents executed by the Borrowers (and/or such other or additional parties as referenced therein), on or about the date of the Original Notes, in favor of the Holder, (collectively, together with the Notes and any and all other documents, agreements or amendments, modifications, supplements or extensions, referred to collectively, as the "Loan Documents"):

- a. Purchase Money Deed of Trust ("Deed of Trust") recorded among the land records of the District of Columbia, as Instrument No. 2006002638
- b. Assignment of Interests, Contracts, Plans and Profits (the "Assignment of Interests");
- c. Assignment of Leases, Rents and Profits (the "Assignment of Leases");
- d. Borrower's Certificate (the "Borrower's Certificate");
- e. Compliance Agreement and Limited Power of Attorney (the "Compliance Agreement");
- f. Hazardous Waste Indemnity Agreement (the

- "Indemnity");
- g. Commercial Loan Credit Agreement (the "Loan Agreement");
- h. Any and all other documents evidencing the Loan.

4. The parties hereto desire to further modify the terms of the Loan Documents in accordance with the terms stated herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. All of the recitals stated above are hereby incorporated herein by reference as if fully set forth in the body of this Agreement.

2. Reaffirmation of Notes.

i. Borrowers hereby:

(a) jointly and severally ratify, agree and reaffirm their promise to pay to the order of Holder, its successors and/or assigns, all principal sums advanced under the Loan and evidenced by the Notes, as amended, that remain outstanding, together with all accrued but unpaid interest, costs and fees as and when they come due thereunder; and

(b) ratify, agree and reaffirm that the Notes, as amended, are legal, valid and binding obligations of the Borrowers, enforceable against the Borrowers, jointly and severally in accordance with their terms.

3. Modification of Deed of Trust.

i. The Borrower hereby grants, bargains, assigns, conveys, sells and transfers unto the Trustee, with General Warranty of title, all of the real property attached hereto as Exhibit A which is expressly made a part of this Agreement. (The real property described in Exhibit A is referred to hereinafter as the "Real Property");

TOGETHER WITH all, "Fixtures"; all "Improvements; all "Personalty"; all "Plans and Approvals"; all "Rights"; all "Roadways"; all "Leasehold"; and all "Proceeds" -- all as those terms are defined in the Deed of Trust (hereinafter referred to together with the Real Property collectively as the "Additional Property"); and are hereby CONVEYED IN TRUST, with full power of sale, for the benefit of Holder, its successors and assigns to further secure the Loan, the Notes, all obligations of the Borrower set forth in the Deed of Trust, and any and all obligations of the Borrower in favor of the Holder in connection with the Loan Documents, as any of which may be amended, and to further secure Holder's interests.

ii. The lien and priority of the Deed of Trust, as modified herein, shall be and remain a first priority encumbrance against the Property (not otherwise released) and the Additional Property, and all improvements thereon or to be installed thereon, and shall secure the Holder in connection with the Loan as evidenced by the Loan Documents, inclusive of the Notes, and any further extensions, renewals, amendments, modifications or supplements thereof and thereto.

iii. Each reference in the Deed of Trust to the "Property" shall be deemed to be a reference to be inclusive of the Additional Property, as the same may be further amended, modified, supplemented, renewed or replaced from time-to-time.

iv. The Additional Property is hereby deemed to be subjected to the lien, operation and effect of the Deed of Trust.

v. The Notes remain contemplated and secured by the Deed of Trust, as amended.

4. Modification of Loan Agreement.

i. Each reference in the Loan Agreement to the "Property" or "Real Property" shall be deemed to be inclusive of the Additional Property.

ii. The Holder may advance funds from the Loan Agreement in any amount as determined by the Holder in connection with the acquisition of the Additional Property.

iii. The Additional Property is subjected to the operation and effect of the Loan Agreement, and any and all advances under the Loan Agreement (in connection with the Additional Property) shall be on such terms, in such amount or amounts and subject to such conditions, restrictions and/or limitations as are determined solely by the Holder, and any and all such advances made in connection with the Additional Property are deemed to be made in accordance with the terms of the Loan Agreement.

5. Modification of Loan Documents.

i. Each reference in the Loan Documents to any particular Loan Document shall be deemed to be a reference to such Loan Document, as amended, and as further modified by this Agreement. In the event of a conflict between the terms of any Loan Document and the terms of this Agreement, the terms of this Agreement shall control.

ii. Each reference in each of the Loan Documents to the "Property" or "Real Property" shall be deemed to be inclusive of the Additional Property.

iii. Each reference in the Loan Documents to any

particular Loan Document shall be deemed to be a reference to such Loan Document, as amended, and as further modified by this Agreement. In the event of a conflict between the terms of any Loan Document and the terms of this Agreement, the terms of this Agreement shall control.

iv. Except as specifically modified by this Agreement, the Loan Documents, and all terms and provisions contained therein remain unchanged, and are hereby ratified and confirmed by the parties hereto in all respects and remain in full force and effect and binding upon the Borrower.

7. Additional Covenants.

i. The obligations and liability of the Borrowers under the Loan Documents remain collateralized and secured by all of the real property identified in each of the Loan Documents, as amended.

ii. Each of the undersigned hereby certifies that the execution, delivery and performance of this Agreement has been properly authorized and consented to.

iii. This Agreement shall not be deemed or construed to be a novation or release of any of the Loan Documents, or any parties thereto.

iv. This Agreement constitutes the entire agreement among the parties hereto, supersedes all prior discussions and agreements, and is binding on the parties hereto, their heirs, successors, assigns and successors in title.

v. The Borrowers shall deliver to the Holder, at Borrower's expense, an endorsement to the mortgage title insurance policy insuring the Deed of Trust, which endorsement shall be in a form and substance acceptable solely to the Holder.

vi. The Borrowers hereby covenant and agree to execute and deliver, any and all instruments, papers, deeds, acts or things, supplemental confirmatory or otherwise, as reasonably may be required by the Holder for the purpose of effecting the modifications described or contemplated herein. In connection with this Agreement, the Borrower agrees to pay the Holder all extension fees and legal fees that may be due it, as of the date hereof and which are deemed earned in full.

vii. This Agreement is binding on the parties hereto, their heirs, estates, personal representatives, successors, assigns and successors in title.

viii. This Agreement shall be governed by the laws of the District of Columbia, without reference to conflict of laws principles.

ix. The Agreement may be executed in counterparts, all of which together shall constitute but one and the same agreement.

x. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all prior discussions, understandings or agreements among the parties hereto.

8. Trustee. The Trustee joins in this Agreement at the direction of the Holder.

9. Authorization.

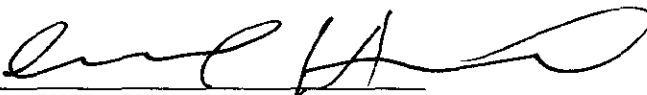
i. Each of the Borrowers executed a resolution on or about the date of the Notes in favor of the Holder (collectively, the "Resolutions") that permit the Borrowers to enter into any and all amendments to the Loan, and this Agreement is an amendment to the Loan which is duly contemplated, authorized and permitted by the Resolutions, which are hereby warranted and certified by the Borrowers to be and remain in full force and effect. The Holder is authorized to rely upon this paragraph.

Except as modified herein, all other terms and conditions in the Notes and Loan Documents shall remain unchanged, and in full force and effect.

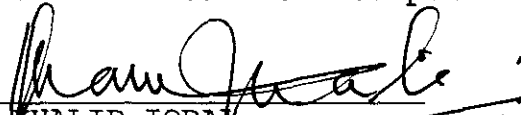
(signatures follow next)

Borrowers:

COUNCIL ON AMERICAN-ISLAMIC RELATIONS, INC.  
a District of Columbia nonprofit corporation


By:   
NIHAD HAMMAD  
Secretary and Treasurer

ZAHARA INVESTMENT CORPORATION  
a District of Columbia corporation

By:   
KHALID IQBAL  
Secretary and Treasurer

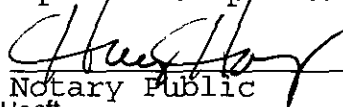
GREATER WASHINGTON LLC OF DELAWARE  
a Delaware limited liability company

By: COUNCIL ON AMERICAN-ISLAMIC RELATIONS, INC.  
a District of Columbia nonprofit corporation  
Sole Member

By:   
NIHAD HAMMAD  
Secretary and Treasurer

District of Columbia  
of

The foregoing was subscribed and sworn to before me, a Notary Public, this 31 day of March, 2006, by NIHAD HAMMAD, as Secretary and Treasurer of COUNCIL ON AMERICAN-ISLAMIC RELATIONS, INC., a District of Columbia nonprofit corporation.

  
Notary Public

My Commission Expires: Holly A. Hoeff  
Notary Public, District of Columbia  
My Commission Expires 6-30-2010

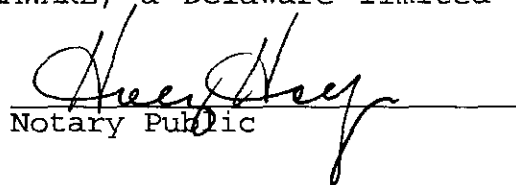
District of Columbia  
of

The foregoing was subscribed and sworn to before me, a Notary Public, this 31 day of March, 2006, by KHALID IQBAL as Secretary and Treasurer of ZAHARA INVESTMENT CORPORATION, a District of Columbia corporation.

  
Notary Public

District of Columbia  
of  
Holly A. Hoeff  
Notary Public, District of Columbia  
My Commission Expires 6-30-2010

The foregoing was subscribed and sworn to before me, a Notary Public, this 31 day of March, 2006, by NIHAD HAMMAD, as Secretary and Treasurer of COUNCIL ON AMERICAN-ISLAMIC RELATIONS, INC., a District of Columbia nonprofit corporation, Sole Member of GREATER WASHINGTON LLC OF DELAWARE, a Delaware limited liability company.

  
Notary Public

My Commission Expires:  
Holly A. Hoeff  
Notary Public, District of Columbia  
My Commission Expires 6-30-2010

HOLDER:

VIRGINIA COMMERCE BANK

By: [Signature]  
Print Name: THOMAS E. WILLIAMS  
Title: SENIOR VICE PRESIDENT

Trustee:

[Signature]  
GEORGE L. GRECO, Trustee

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF FAIRFAX, to wit:

I, the undersigned, a Notary Public do hereby certify that THOMAS E. WILLIAMS as SENIOR VICE PRESIDENT of Virginia Commerce Bank has signed the foregoing Modification Agreement, and has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 31 day of MARCH, 2006.

My Commission Expires: 10/31/06

[Signature]  
Notary Public

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Arlington, to wit:

I, the undersigned, a Notary Public do hereby certify that George L. Greco as Trustee, has signed the foregoing Modification Agreement, and has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 6<sup>th</sup> day of April, 2006.

My Commission Expires: 1-31-2010

[Signature]  
Notary Public



## Exhibit A/Schedule A

Lot numbered 123 in Square numbered 750, in a subdivision mae by B. H. Warner, as per plat recorded in Liber 19 at folio 74, in the Office of the Surveyor for the District of Columbia.

RECORDING  
SURCHARGE

\$  
\$

89.00  
6.50

Doc# 2006047855 Fees: \$75.50  
04/12/2006 8:46AM Pages 9  
Filed & Recorded in Official Records  
WASH DC RECORDER OF DEEDS LARRY TODD