



Prepared by:
Nichols Zauzig Sandler P.C.

Lot 125 in Square 750, 917 2nd Street SE
Lot 128 in Square 750, 923 2nd Street SE
Lot 156 in Square 750, 929 2nd Street SE
Lot 157 in Square 750, 203 K Street SE
Lot 158 in Square 750, 205 K Street SE
Lot 83 in Square 693, 50 E Street SE (also known as 453 New Jersey Ave, SE)



PURCHASE MONEY DEED OF TRUST

THE MAXIMUM AMOUNT OF PRINCIPAL TO BE SECURED AT ANY ONE TIME BY THIS DEED OF TRUST IS \$3,500,000.00

NAME AND ADDRESS OF NOTEHOLDER FOR NOTICES:

VIRGINIA COMMERCE BANK
5350 Lee Highway
Arlington, Virginia 22207

THIS DEED OF TRUST SHALL ALSO BE EFFECTIVE AS A FINANCING STATEMENT PURSUANT TO SECTION 28:9-502 (OR OTHER APPLICABLE SECTION(S)) OF THE DC CODE, AS AMENDED.

SECURED PARTY: VIRGINIA COMMERCE BANK

COLLATERAL: SEE DESCRIPTION BELOW

RECORD OWNER: 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

SECURED PARTY DESIRES THIS INSTRUMENT/FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE

THIS PURCHASE MONEY DEED OF TRUST ("Deed of Trust") is made this 29 day of December, 2005, by COUNCIL ON AMERICAN-ISLAMIC RELATIONS, INC., a District of Columbia nonprofit corporation, having an address for notices hereunder of 453 New Jersey Avenue, SE, Washington, D.C. 20003, ZAHARA INVESTMENT CORPORATION, a District of Columbia corporation, having an address for notices hereunder of 50 E Street, SE, Washington, D.C. 20003, and GREATER WASHINGTON LLC OF DELAWARE, a Delaware limited liability company, having an address for notices hereunder of 50 E Street, SE,

Washington, D.C. 20003, and their respective successors and/or assigns (collectively referred to as "Grantor" and are also collectively sometimes referred to herein as the "Borrowers"); to George L. GRECO, Trustee, a resident of Fairfax County, having a business address of 5350 Lee Highway, Arlington, Virginia 22207, and Neil I. TITLE, Trustee, a resident of Arlington County, having a business address of P.O. Box 990, 1840 Wilson Boulevard, Suite 205, Arlington, Virginia 22216-0990, EITHER ONE OF THE TWO TRUSTEES MAY ACT INDEPENDENTLY OF THE OTHER (hereafter collectively referred to as "Trustee"); to and for the benefit of VIRGINIA COMMERCE BANK, its successors and/or assigns, and having an address of 5350 Lee Highway, Arlington, Virginia 22207 (hereinafter referred to as the "Beneficiary").

PRELIMINARY STATEMENT

Whereas, the Beneficiary agreed to make commercial loans to the Borrowers in the total amount of \$3,500,000.00 (collectively, the "Loan").

Whereas, the Loan is evidenced by, among other documents, a Deed of Trust Note (No. 1) in the principal amount of \$1,000,000.00 ("Note 1"), and a Deed of Trust Note (No. 2) in the principal amount of \$2,500,000.00 ("Note 2"), each executed by all of the Borrowers (collectively, Note 1 and Note 2 are referred to as the "Notes").

Whereas, Borrowers are justly indebted to the Beneficiary in the amount of the Loan, and Beneficiary desires to secure said Loan with the Property (as defined below) owned by each Grantor to the extent of their respective interests;

NOW THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor to the fullest extent of its right, title and interest, does hereby grant, bargain, sell, convey, assign and transfer with special warranty and in fee simple title unto Trustees, their successors and substitutes, with full power of sale, all of its right, title, interest and estate in and to the real property lying and being in the District of Columbia, and described in Exhibit A, attached hereto and expressly made a part hereof (the "Real Property");

TOGETHER WITH EACH GRANTOR'S RIGHT, TITLE, INTEREST AND ESTATE IN AND TO THE FOLLOWING GOODS OR COLLATERAL WHICH ARE AFFIXED OR TO BECOME AFFIXED TO THE REAL PROPERTY: all fixtures, machinery, equipment, gates, fences, parking rights, parking strips, chains, iron pipes, signs, all foundations, structures, buildings and improvements, including asphalt, materials, trees,

shrubs, plants, timber, wood or grass now located on, or hereafter placed on, in, under, or above the Real Property (the "Fixtures and Personalty");

TOGETHER WITH all right, title, interest and estate of each Grantor in and to all building plans, renderings, drawings, site plans, subdivision plans, engineering plans, engineering plats, mylars, interior plans, configurations, surveys, and permits pertaining to the Real Property, to the extent same may be legally encumbered (the "Plans and Approvals");

TOGETHER WITH all right, title, interest and estate of each Grantor in and to all easements, rights of way, privileges, rights, tenements, hereditaments, appurtenances and all other estate, right, title and interest of the Grantor, now owned or hereafter acquired and appertaining, belonging, or relating to all or any portion of the Real Property; (the "Rights");

TOGETHER WITH all right, title, interest and estate of each Grantor, now owned or hereafter acquired, in and to any land lying in any public and private streets and roads adjoining the Real Property and in and to any sidewalks, alleys, or strips of land adjacent to or used in connection with the Real Property (the "Roadways");

TOGETHER WITH all leasehold estate, right, title and interest of each Grantor, now owned or hereafter acquired, in and to all leases, rental agreements or subleases in connection with all or any portion of the Real Property owned by such Grantor (the "Leasehold");

TOGETHER WITH all right, title, interest and estate of each Grantor in and to all issues, deposits, escrows, income and other money or revenues now or hereafter derived from the use or transfer of any portion or all of the Real Property (the "Income"); and

TOGETHER WITH all the right, title, interest and estate of each Grantor, now owned or hereafter acquired, in or with respect to all payments, condemnation awards, insurance proceeds, and other sums of money and proceeds including interest thereon which shall be due the Grantor as a result of any casualty affecting all or any portion of the Real Property, any condemnation or other exercise of the right of eminent domain affecting all or any portion of the Real Property hereby conveyed, any alteration of the grade of any public street affecting all or any portion of the Real Property, or any other injury to or diminution in value of all of any portion of the Real Property (the "Proceeds");

WHEREIN all of the Real Property, the Fixtures and

Personalty, the Plans and Approvals, the Rights, the Roadways, the Leasehold, the Income and the Proceeds are hereafter collectively referred to in this Deed of Trust as the "Property", and are hereby, to the fullest extent legally allowable or permissible,

CONVEYED IN TRUST for the benefit of the Beneficiary, its successors and assigns, and to secure the Beneficiary in connection with all of the following:

(A) The payment in full of the Loan, and any and all advances and all future advances thereunder;

(B) Payment in full of the Notes (in the total principal amount of Three Million Five Hundred Thousand and NO/100 Dollars (\$3,500,000.00)), which are incorporated herein by reference together with interest as may be changed from time to time in accordance with the terms therein and together with any and all amendments, accords, modifications, allonges, substitutions, bifurcations, or restructurings thereto;

(C) The payment of all indebtedness, and all performance, promises and covenants set forth in the Notes;

(D) The payment of any and all sums of money that the Beneficiary may now or hereafter advance, loan, fund or in the future disburse under the Loan, regardless of whether any such advance, loan, funding or future disbursement shall be: (i) pursuant to the provisions of the Notes, or this Deed of Trust, or otherwise, (ii) evidenced by any document or agreement, (iii) matured or unmatured, together with interest thereon at the interest rate set forth in the Notes;

(E) The payment or repayment of all costs, expenses, charges, commissions of trustees, interest, premiums, attorneys' fees, and other commissions, fees, charges and obligations direct or indirect, absolute or contingent, now or hereafter due: (i) pursuant to any of the loan documents executed in favor of Beneficiary including but not limited to the Notes, this Deed of Trust, the Hazardous Waste Indemnity Agreement in favor of Beneficiary (the "Indemnity Agreement"), the Compliance Agreement and Limited Power of Attorney, the Assignment of Interests, Contracts, Plans and Profits and Security Agreement, a Commercial Loan Credit Agreement, the Borrower's Certificate, Borrowers Certificate and every one of such other agreements and loan documents executed by Grantor in connection with the Loan, and any and all amendments or modifications thereto, (collectively hereafter referred to as the "Loan Documents"); and (ii) pursuant to applicable law, statute or rules of equity;

(F) All renewals, curtailments, and extensions of the Notes

and this Deed of Trust, as well as any note and deed of trust given in replacement of the Notes and Deed of Trust (unlimited renewals, curtailments, extensions and replacements being expressly permitted in the sole and absolute discretion of the Beneficiary);

(G) The repayment of all funds disbursed by Beneficiary in connection with the Loan to any other party whatsoever, for the direct or indirect benefit of Grantor;

(H) The disbursement of funds by Beneficiary in accordance with any of the Loan Documents, to: (i) preserve and protect the Property, and (ii) to compel the Grantor to act in accordance with its obligations under any of the Loan Documents.

ALL MATTERS SET FORTH IN PARAGRAPHS (A) THROUGH (H) ABOVE ARE HEREBY SECURED BY THIS DEED OF TRUST.

THIS DEED FURTHER WITNESSETH:

It is further covenanted and agreed as follows:

1. The Grantor will pay, or cause to be paid, when due and payable, all principal, interest, late charges, expenses, and other amounts due the Beneficiary and the Trustee under the Loan, the Notes and this Deed of Trust.

2. If, Taxes (as defined below) become delinquent past the expiration of any applicable notice and cure period from the applicable government authority, and if requested by the Beneficiary, the Grantor agrees to immediately deposit with the Beneficiary on the first day of each month when a payment is due, an amount equal to one-twelfth (1/12) of the real estate taxes coming due on the Property, to be held in escrow by the Beneficiary, and applied by the Beneficiary to the payment of real estate taxes as and when they become due (the "Taxes"). Grantor shall pay all other assessments, general and special taxes, land use taxes and deferred taxes when they come due in connection with the Property.

3. The Grantor will pay or cause to be paid, when due and payable, any indebtedness to any other person which may give rise to or create a mechanic's lien, a materialman's lien or other lien, charge, judgment or encumbrance upon all or any portion of the Property. However, nothing herein shall be construed as authorizing Grantor to further encumber the Property without the express written consent of Beneficiary.

4. The Grantor will obtain and maintain on the Property insurance coverage in a form, substance and amount reasonably acceptable to the Beneficiary. Specifically:

(a) The Grantor shall keep the Property insured for the benefit of the Beneficiary and the Grantor as their respective interests may appear, against loss or damage resulting from (i) flood (if and when any or all of the Improvements are located in an area which is now or hereafter designated by the Secretary of Housing and Urban Development, or any successor government agency, as having flood and mudslide hazards, and for which flood insurance is made available under the National Flood Insurance Act of 1986, or any other law, and (ii) all hazards, catastrophes and any other risks or hazards customarily insured against by persons operating properties in the District of Columbia with similar characteristics to the Property, in an amount which in no event is less than the full, updated and adjusted replacement value of all Fixtures and other improvements. In no event shall the insurance coverage be less than the amount necessary to comply with any coinsurance percentage stipulated in the policy or policies. The Grantor shall pay promptly, when due, all premiums for such insurance.

(b) The Grantor shall carry and maintain such liability and indemnity insurance (including, by way of example rather than of limitation, coverages in connection with water damage, so-called assumed and contractual liability, any one accident or personal injury, aggregate personal injury or accident, property damage, and other areas of coverage reasonably acceptable to the Beneficiary), in a form and with coverage limits reasonably acceptable to Beneficiary.

(c) (Intentionally Omitted).

(d) The original executed certificates of all such policies and renewals thereof, together with receipts evidencing payment of the current premiums thereof, shall be delivered to and held by the Beneficiary. Each such policy shall remain in effect for so long as the Loan remains outstanding, and coverage cannot be terminated. No substitutions of coverage are allowed except upon thirty (30) days prior written notice to the Beneficiary. All policies shall contain a standard noncontributing mortgagee clause (in favor of the Beneficiary and entitling it to collect any and all of the proceeds payable under all such insurance), as well as a standard waiver of subrogation endorsement all in such form as is reasonably acceptable to the Beneficiary.

(e) All such insurance and substitutions referenced herein shall be written in form, amounts and by such companies as shall be reasonably satisfactory to the Beneficiary. All insurance proceeds under such

insurance policies shall be payable and turned over to the Beneficiary and applied as set forth below. Nothing herein shall relieve the Grantor from its obligations hereunder, and the Beneficiary may in the alternative, use the proceeds in any one or more of the following ways, as determined solely, but reasonably, by Beneficiary:

(i) To the payment of amounts due under the Notes and this Deed of Trust, whether or not then due and payable, first to fees or expenses due the Beneficiary, if any, then to late charges, if any, then to accrued interest, if any, and then to principal outstanding;

(ii) To pre-pay the principal balance due under the Notes, in part or in full, with any portion of the proceeds;

(iii) To fulfill any of the Grantor's covenants and agreements contained in the Notes and this Deed of Trust; and/or

(iv) To be released to the Grantor, provided however, (1) so long as there is no Event of Default under this Deed of Trust, (2) there is no dispute as to whether or not the Improvements can be properly restored, and (3) proper building permits are secured and provided to the Beneficiary, the Beneficiary may advance to the Grantor, on terms acceptable to the Beneficiary, any hazard insurance proceeds that it may receive, in connection with the restoration of the Improvements.

(f) The Grantor hereby irrevocably makes, constitutes and appoints any officer of the Beneficiary to act as attorney in fact for the Grantor under a special power of attorney coupled with an interest, and hereby authorizes the officer of the Beneficiary to act, upon an uncured Event of Default beyond any applicable cure periods, in the place and stead of Grantor, with the express power, authority and right to reasonably settle, adjust, compromise, receive, endorse and transfer payment for all claims for loss, damage or destruction of all or any portion of the Property under all policies of insurance relating to the Property, for amounts deemed reasonable by the Beneficiary, and this special power of attorney shall not terminate upon the dissolution of the Grantor.

(g) The Grantor will deliver to the Beneficiary the original executed certificates, or a duplicate original of each insurance policy. No less than thirty (30) days before

the expiration date of any insurance policy required of the Grantor pursuant to this paragraph, the Grantor will furnish to the Beneficiary a certificate of renewal of such insurance policy along with a paid receipt. In the event the Grantor fails or refuses to provide, maintain, or deliver and furnish to the Beneficiary the renewal certificates, or the policies of insurance required by this paragraph and/or the paid receipt, the Beneficiary may but is not required to obtain and maintain, at the expense of the Grantor, such insurance or lender's single-interest insurance as the Beneficiary may deem appropriate and all sums advanced or expended shall be deemed secured by this Deed of Trust and repayable to Beneficiary upon demand. If any premiums are not timely paid, after receiving written notice from the insurer, and at the request of the Beneficiary, the Grantor shall deposit with the Beneficiary such monthly or yearly amount of funds as the Beneficiary, in its sole discretion, shall deem necessary to enable the Beneficiary to pay, when due and payable, the premiums on the policies of insurance which shall be required of the Grantor pursuant to this paragraph. All such amounts so deposited with the Beneficiary shall bear no interest and may be commingled with any other funds held by the Beneficiary. In the event of a Trustee's sale of all or any part of the Property by the Trustee under this Deed of Trust, the Beneficiary shall succeed to all rights of the Grantor (including the right to unearned premiums) in and to all policies of insurance maintained by the Grantor with respect to the Property.

(h) Nothing in this Deed of Trust shall be construed to impose any obligation upon either the Beneficiary or the Trustee to: (a) procure insurance on the Property, (b) to expend any sums of money to protect the Property, or (c) to take any other discretionary action under this Deed of Trust.

5. Except for willful misconduct, the Beneficiary and the Trustee shall not be held liable whatsoever, for any action or non-action resulting: (a) in the refusal or failure to obtain any insurance, expend any sums of money or take any such discretionary action, (b) in any delay in the performance of any acts stated hereinabove, (c) in the existence or nonexistence of such insurance, or the form or legal sufficiency thereof, (d) in the failure of any insurer to pay, or the insolvency of any insurer, or (e) from negotiating, compromising, resolving, settling or agreeing with the insurance company in connection with any policy claim pertaining to the Grantor or the Property.

6. If a Grantor or any Borrower shall fail to make any payment or perform any act required to be made or performed under this Deed of Trust, the Beneficiary, after any uncured Event of Default (as defined herein), and without waiving or releasing any

obligation or default under this Deed of Trust, at any time thereafter may (but shall be under no obligation to) make such payment or perform such act for the account and at the expense of the Grantor and may enter upon the Property for such purposes and take all such action thereon or with respect thereto as the Beneficiary in its reasonable discretion may deem necessary or appropriate. The Grantor immediately and upon demand shall reimburse the Beneficiary for all payments, reasonable costs and expenses incurred, by the Beneficiary in connection with the performance of any such act, together with interest thereon from the date of any such payment to the date of reimbursement by the Grantor at the "default rate" of interest as specified in the Notes during such period, and all such payments, costs, and expenses, together with all accrued interest thereon, shall be secured hereby as a further charge and lien upon the Property.

7. The Grantor at its expense will cause this Deed of Trust to be recorded and filed in the proper public offices to perfect Beneficiary's interests and will pay all the costs of such recording and filing. The Grantor will comply with all laws necessary to establish, preserve and protect this Deed of Trust as a valid priority encumbrance lien on the Property and to establish, preserve and protect the rights of the Trustee and the Beneficiary hereunder. The Grantor upon demand will execute and deliver (and pay the costs of preparation and recording thereof) to the Beneficiary from time-to-time any further written assurances, documents, instruments and agreements, including, but not limited to, deeds of trust, security agreements, modifications to this Deed of Trust, financing statements, assignments, notes and renewals and substitutions thereto that may be necessary to reaffirm, to correct, modify and to perfect the lien of this Deed of Trust upon all or any part of the Property.

8. Without the prior written consent of the Beneficiary, the Grantor will not create, permit or suffer to exist on or with respect to the Property any lien or encumbrance, whether inferior or superior in right to the lien and rights created by this Deed of Trust, and by any other Loan Documents. The Grantor shall comply with all other obligations and agreements that Grantor enters into in connection with the Property, and will promptly furnish to the Beneficiary any information requested by the Beneficiary concerning such performance and compliance by the Grantor.

9. The Grantor will maintain the Property in good condition and repair, will not commit any waste or suffer any waste to occur with respect to the Property, and will not create any nuisance or suffer or permit any nuisance to exist on or with respect to the Property or commit, suffer or permit any act to be done in or upon the Property in violation of any law, ordinance, planned unit development covenant or regulation. The Grantor will

comply with, or cause to be complied with, all statutes, ordinances and requirements of any public utility relating to sewage disposal, water supplies, electrical service, gas service and all other utility services for the Property.

10. The Grantor shall not initiate, join in, or consent to any change in any zoning ordinance, zoning proffer or other public or private restriction or condition limiting or defining the uses of all or any portion of the Property without the prior written consent of the Beneficiary, which consent shall not be unreasonably withheld.

11. The Grantor will notify the Beneficiary immediately in writing of any condemnation proceedings affecting the Property. If applicable, said proceeds shall be first used to make any remaining repairs to the Property. Thereafter, at Beneficiary's election, all remaining condemnation proceeds paid to the Grantor in connection with the Property shall be paid over to the Beneficiary to be applied toward repayment of the Loan.

12. The Grantor agrees, represents, certifies and warrants as follows:

(a) The Grantor and any other person liable for the repayment of the indebtedness secured hereby shall be personally liable for all reasonable costs and expenses incurred in the enforcement of this Deed of Trust, and/or in the defense of any claim or cause of action made against the Beneficiary in connection with this Deed of Trust, including reasonable attorneys fees not to exceed fifteen (15) percent of the aggregate amount owed the Beneficiary, even if such costs and expenses exceed the amount of the Loan secured by this Deed of Trust. All covenants, representations, certifications, and warranties set forth herein, shall survive any transfer of ownership or title, any foreclosure of the Property, and any Deed in Lieu of Foreclosure or any other transaction.

(b) Any amounts disbursed by the Beneficiary pursuant to the provisions of the Loan Documents shall be added to, and shall be deemed a part of, the indebtedness secured by this Deed of Trust, shall be secured in the same manner as the Notes are secured, shall bear interest from the date of the disbursement thereof to the date of repayment at the "default rate" of interest as defined under the Notes during such period, and all of which shall be repaid to Beneficiary by Grantor immediately, without demand.

13. A default shall be deemed to have occurred under this Deed of Trust if there is a breach of any of the provisions herein, or if one or more of the following events (hereinafter

collectively referred to as the "Events of Default") shall occur for any reason whatsoever, whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree, or order of any court or any order, rule or regulation of any administrative body, or otherwise:

(a) If there has been any non-payment of any payment or installment due as required pursuant any of the Notes, or an event of default occurs thereunder;

(b) If there has been any default under the terms of any of the Loan Documents;

(c) If there shall be a failure to timely make any monthly payment or deposit to the Lender for the payment of the Taxes, or a failure to timely pay real estate taxes coming due;

(d) If there shall be a failure to timely make any payment of insurance premiums with respect to any obligations of a Grantor or any Borrower hereunder which continues for more than any applicable period of grace;

(e) If any representation, warranty or any other statement of fact, contained in any of the Loan Documents or in any statement furnished to the Beneficiary at any time pursuant to or in connection with the Loan, this Deed of Trust, the Notes, or the Property shall prove to have been false, misleading or incomplete in any material respect at the time when such representation, warranty or statement of fact was made or furnished to the Beneficiary;

(f) If a Grantor or any Borrower shall admit in writing an inability to pay debts generally as they become due; make an assignment for the benefit of creditors; or commence a proceeding for the appointment of a receiver, trustee, liquidator, or conservator for any Grantor or any Borrower, or for any part of the Property;

(g) If a Grantor or any Borrower shall file a petition in bankruptcy under any chapter of the United States Bankruptcy Code or under any Federal bankruptcy act, or obtain an order for relief from any United States Bankruptcy Court; or if there is commenced against said parties, or any of them, an involuntary petition in bankruptcy and such proceeding or petition remains undismissed for a period of forty-five (45) days;

(h) If a Grantor or any Borrower shall take advantage of any insolvency act or any other statute or law relating to

homestead relief, or the relief of debtors; or a court of competent jurisdiction shall assume custody or control of a Grantor or any Borrower, or of any substantial part of its/their assets,

(i) If any judgment against a Grantor or any Borrower is obtained in an amount exceeding \$50,000.00 and remains unpaid for sixty (60) days after the expiration of all appeal periods;

(j) If the Property is not insured as required hereunder; or if the Property is not maintained in accordance with the governmental regulations governing real property; or if a Grantor, or any officer, owner or member comprising the Grantor is convicted by any court of law or equity of committing an illegal act or activity; or if a cease and desist order is issued as to any business activity of any Borrowers;

(k) If there is a breach of any of the terms or provisions herein, or there is a failure to timely perform, or remain in compliance with, any of the terms, conditions, obligations, duties, promises, warranties, payments or covenants that are set forth in any of the Loan Documents.

14. Upon the occurrence of any Event of Default, the Beneficiary shall mail notice of said default to the Grantor and the Grantor shall have twelve (12) days after the date notice is deposited with any overnight delivery service, for any monetary-related default as determined by the Beneficiary, and thirty (30) days after the date notice is deposited with any overnight delivery service, for any non-monetary default as determined by the Beneficiary, to cure said default, and if not timely cured, the Beneficiary and/or the Trustee may, but is under no obligation to so act, do any one or more of the following:

(a) The Beneficiary may accelerate the Notes, and declare all sums due under the Notes and this Deed of Trust to be immediately due and payable, and such sums shall thereupon become due and payable without presentment, demand, protest, notice of protest, or notice of dishonor or any other notice of any kind not otherwise required hereunder, all of which the Grantor hereby expressly waives;

(b) Regardless of whether the Beneficiary accelerates the maturity of the Notes and all sums due hereunder, the Beneficiary, or the Trustee upon the request of the Beneficiary, may enter upon and take possession of the Property without the appointment of a receiver or an application therefor, with notice to the Grantor, and may perform any and all acts, including, without limitation, the

employment of a substitute managing agent for the Property and the leasing of the Property, which the Beneficiary deems necessary or proper to conserve or operate the Property. The Beneficiary may collect and receive the rents, issues, and profits from the Property and may apply the same: (i) to pay all ongoing costs, charges, expenses, fees, commissions and insurance premiums incurred or suffered by the Trustee and/or the Beneficiary in connection with such action and (ii) any assessments or other charge which may have priority in lien rights over the lien of this Deed of Trust, and (iii) to the prepayment of principal due under the Notes and this Deed of Trust, whether or not immediately due and payable, and (iv) to the payment of any monthly installments past due, or that are coming due under the Notes, all as the Beneficiary in its sole discretion may deem appropriate. The Beneficiary shall apply such proceeds as Beneficiary shall determine in its sole but reasonable judgment, and shall apply only such rents, issues and profits as shall actually be received;

(c) Upon taking possession of the Property, the Beneficiary at the expense of the Grantor and the Property, may from time-to-time: (i) take such steps and expend such sums as are reasonably necessary to preserve and protect the Property, including, but not limited to completion of any construction of Improvements, and (ii) make all necessary and proper repairs, renewals, replacements and useful or required alterations, improvements and changes to the Property and/or specifically to the Improvements as, in the Beneficiary's reasonable judgment and discretion, may be reasonably necessary or desirable;

(d) Cure any Event of Default at any time without releasing the Grantor from any obligation hereunder;

(e) Commence and maintain one or more actions at law or in equity or by any other appropriate remedy: (i) to protect and enforce the Beneficiary's rights, whether for the specific performance of any covenant or agreement herein contained (which covenants and agreements the Grantor agrees shall be specifically enforceable by injunctive relief or other appropriate equitable remedy), or (ii) to collect any sum then due hereunder, or (iii) to aid the execution of any power herein granted, or (iv) to foreclose this Deed of Trust and/or to sell the Property, without regard to whether or not any sum secured by this Deed of Trust is then due and payable and without prejudice to the right of the Beneficiary thereafter to pursue and enforce any other appropriate remedy against the Grantor, whether such remedy is provided for hereunder or at law or in equity.

15. In addition to all other rights and privileges

Beneficiary and Trustee enjoy hereunder, the Beneficiary, upon an uncured Event of Default hereunder, may demand all indebtedness due hereunder and under the Notes become due and payable in full, and any time thereafter, at the request of the Beneficiary, the Trustees shall have the power and it shall be their duty to sell all of Grantor's interest in said Property and premises at public auction.

16. If any or all of the Property or any estate or interest therein is to be sold under the provisions of this Deed of Trust, it shall be sold after proper notice to the Grantor and to the Mayor in accordance with the District of Columbia Code, in such manner and at such time and place, and upon such terms of sale and such public notice and length of notice as the Trustees shall determine in their judgment and discretion consistent with the District of Columbia Code, in a newspaper of general circulation in the district for at least five (5) times prior to the sale, and in case of such default of any purchaser, to re-sell with such postponement of sale or re-sale and upon such public notice thereof as the Trustees may determine, and upon compliance by the purchaser with the terms of sale, and after first complying obtaining any and all approvals as may be required by the District of Columbia Code, convey said interest in the Property and premises in fee simple to, and at the cost of, the purchaser, who shall not be liable to see to the application of the purchase money. The Trustee shall have no regard to any right of the Grantor or any other person to the marshalling of assets. The Beneficiary may bid and become the purchaser at any such sale, and shall, upon presentation of the Notes or a true copy thereof be credited for the unpaid balance due under the Notes and any interest accrued and unpaid thereon, or such portion of such unpaid balance or interest as the Beneficiary may specify, against the price bid by the Beneficiary. Trustee shall convey the Property to the purchaser without warranty, express or implied.

17. (a) The Beneficiary shall have, and is hereby granted by the Grantor with a warranty of further assurances, the irrevocable power to appoint a substitute trustee or trustees hereunder and to remove the Trustee, or any of them from time to time without notice and without specifying any reason therefor, by filing for record a deed of appointment in the office in which this Deed of Trust is recorded. Such power of removal and appointment may be exercised as often and whenever the Beneficiary deems it advisable, and the exercise of such power, no matter how often, shall not result in an exhaustion of such power. Upon the recordation of each such deed of appointment or removal, each Trustee so appointed shall become fully vested with identically the same title and estate in and to the Property and with all of the identical rights, powers, trusts and duties of his predecessor or predecessors in the Property, as if originally named as the

Trustee hereunder. Whenever, in this Deed of Trust, reference is made to the Trustee, it shall be construed to mean the Trustee or trustees for the time being, whether the original or any successor Trustee. All title, estate, rights, powers, trusts and duties hereunder given, appertaining to or vesting into the Trustee shall be in each Trustee, so that any action hereunder or purported to be hereunder of either one of the original or any successor trustees shall for all purposes be considered to be, and shall be as effective as, the action of both trustees. The requirement that any trustee must post bond or qualify for bond to act in the capacity of trustee, is hereby expressly waived, but only to the extent the same may be legally waived.

(b) Proceeds received in connection with a foreclosure sale shall be disbursed in accordance with the law, provided however, if not in violation of the law: First, to pay all reasonable expenses of sale including court costs, advertising costs, auctioneers allowance, expenses, if any, in correcting irregularities in the title, premium for trustees bond, auditors fee, reasonable attorneys fees and all other expenses of sale incurred in and about the protection and execution of this Deed of Trust, and all moneys advanced for taxes, assessments, insurance, and with interest thereon as provided herein, and all taxes due upon said land and premises of sale and to retain as compensation a commission of three percent (3.00%) of the gross proceeds of such sale or sales, or one percent (1.00%) of the then unpaid balance due under the Notes in the event of property advertisement as hereinabove provided, and no sale; Second, to all outstanding indebtedness due the Beneficiary, together with interest thereon, as herein provided, through the date of payment, whether the same shall be due or not, it being understood that upon such sale before maturity of the Notes, the entire balance thereof shall be immediately due and payable; Third, to pay liens of record against the security property according to their priority of lien and to the extent that funds remaining in the hands of the Trustees are available; and Last, to pay the remainder of said proceeds, if any, to the Grantor, his heirs, successors and/or assigns upon delivery and surrender to purchaser of possession of the Property, less reasonable costs and expenses of obtaining possession. The Trustee is under no duty to evict any tenants or to obtain possession of the Property for any new purchaser unless otherwise required by law.

18. Each power, right and remedy of the Beneficiary under this Deed of Trust shall be separate, distinct and cumulative of the other powers, rights, and remedies of the Beneficiary under this Deed of Trust, the Notes, and applicable law. No act of the

Beneficiary shall be construed as an election of remedies to prevent the Beneficiary from exercising any other right or remedy of the Beneficiary under this Deed of Trust, the Notes, or applicable law.

19. Any delay or failure by the Beneficiary to enforce any of its remedies, or to insist upon the strict performance by the Grantor of any of the terms and conditions of this Deed of Trust or the Notes, at any time or from time-to-time, shall not constitute: (i) a waiver of any of Beneficiary's rights, privileges, or remedies hereunder, or (ii) a waiver of the terms and conditions of this Deed of Trust, and the Beneficiary, notwithstanding any such delay or failure, shall have the right thereafter to insist upon the strict performance by the Grantor of all of the terms and conditions of this Deed of Trust to be performed by the Grantor. The Beneficiary may take any one or more of the following acts without notice to the Grantor or any obligor on the Notes, without any further consent of the Grantor or any obligor on the Notes, without adversely affecting Beneficiary's rights hereunder or under any of the Loan Documents, without discharging or releasing the Grantor, the Guarantors or any other person from liability under the Loan Documents and without impairing or affecting the validity and enforceability of this Deed of Trust:

(a) The Beneficiary may fail or refuse to comply with any request of the Grantor or any obligor on the Notes to take action to foreclose this Deed of Trust or otherwise to enforce any of the provisions of the Notes or this Deed of Trust;

(b) The Beneficiary may release, with or without consideration, all or any portion of the Property from the lien of this Deed of Trust or any other collateral securing the payment of any of the indebtedness secured by the lien of this Deed of Trust;

(c) The Beneficiary may release, with or without consideration, any obligor on the Notes or this Deed of Trust; or any Guarantors under the Unconditional Guaranty; and

(d) The Beneficiary may enter into any agreement or stipulation to extend the maturity of the Loan (and the Notes) modify, with the consent of Grantor, the terms of any or both Notes or this Deed of Trust, or reinstate the indebtedness evidenced by the Notes in accordance either with the schedule of maturities as of the time of any acceleration of the Notes or with such new schedule of maturities as may be agreed upon. The Grantor agrees that the Beneficiary, without notice to the Grantor and without any further consent

of the Grantor, may grant extensions of time and other indulgences to the maker of the Notes and any other obligor on the Notes, including, without limitation, the maturity date and interest rate as stated in the Notes, and may renew the Notes, in whole or in part, without releasing any obligor under the Notes.

20. If the Trustee and/or the Beneficiary: (i) shall be made parties to any action, suit, or other legal or governmental proceeding relating to or affecting the Property, the title to the Property, and/or the validity and/or priority of the lien of this Deed of Trust, (ii) in their sole but reasonable discretion shall consider it necessary or advisable to commence or intervene in any such action, suit, or other legal or governmental proceeding, or (iii) shall employ attorneys to devise and represent them in the enforcement of any of the provisions of the Notes and/or this Deed of Trust, then in any and all such events, the Grantor shall reimburse the Trustee and/or the Beneficiary, immediately and without demand, for all reasonable attorney's fees and court costs incurred in any and all such events, and all such costs, charges and expenses shall be secured hereby as a further charge and lien upon the Property. The Trustee shall not be required to see that this Deed of Trust is recorded and shall not be liable for the default or misconduct of any agent or attorney appointed by it or for any other act or failure or refusal to act in connection with this Trust, except willful misconduct or gross negligence. The Trustee may act upon any instrument believed in good faith to be genuine and to be signed by the proper party or parties and shall not be liable for any action taken or suffered by it in reliance thereon. The Trustee in its discretion may consult counsel from time-to-time in connection with an Event of Default under this Deed of Trust at the sole but reasonable expense of Grantor and shall not be liable for any action taken by it in accordance with the advice of such counsel.

21. The Grantor will permit the Beneficiary and its officers, employees, agents and independent contractors to make entry upon and inspections of the Property without prior notice to the Grantor and without committing any trespass, and the same shall be deemed to be permitted.

22. All amounts due under the Notes and this Deed of Trust shall become immediately due and payable, at the option of the Beneficiary, if there should be any sale, conveyance or transfer of the Property, or if any substantive ownership interests in any Grantor are assigned or transferred without the prior consent of the Beneficiary. No Grantor may assign or change the legal or beneficial ownership interests or the controlling interests of any portion of that Grantor, without the prior written consent of the Beneficiary.

23. THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN THE EVENT OF SALE OR CONVEYANCE OF THE ENTIRE PROPERTY.

24. Upon full payment of all amounts due under the Notes and this Deed of Trust, the Trustee, upon the request of and at the expense of the Grantor, will execute a proper release of this Deed of Trust.

25. Each Grantor represents and warrants that the person executing this Deed of Trust on behalf of a Grantor has the authority to execute this Deed of Trust on behalf of the Grantor, and each of the Borrowers hereby indemnifies the Beneficiary for any violation of the representations and warranties of this paragraph.

26. Each Grantor covenants as follows:

a. The Grantors are and shall remain in compliance with the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation, regulations or executive orders relating thereto, and the Uniting and Strengthening America By Providing Appropriate Tools Required To Intercept and Obstruct Terrorism Act (USA Patriot Act of 2001), as amended, and any other enabling legislation, regulations or executive orders relating thereto;

b. The Grantors are and shall remain in compliance with 31 U.S.C., Section 5313, as amended, 31 C.F.R. Section 103.22, as amended, and any similar laws or regulations involving currency transaction reports or disclosures relating to transactions in currency of more than \$10,000.00, or of more than any other minimum amount specified by any laws or regulations; and

c. Each Grantor (i) is not a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) do not engage in any dealings or transactions prohibited by Section 2 of such executive order, or are otherwise associated with any such person in any manner violative of Section 2, or (iii) are not a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.

d. That no part of any Loan proceeds or advances evidenced by the Loan Documents, and no part of any other amounts or sums derived from any property which secures repayment of such loan proceeds or advances, including, without limitation, any accounts, payment intangibles, money, rents, issues or profits, will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

27. The Grantor shall notify the Beneficiary in the manner prescribed below of: (i) the institution of any suit, action or other legal proceeding affecting or relating to all or any portion of the Property, (ii) the institution of any suit, action or other legal proceeding against the Grantor or any obligor on the Notes, (iii) any actual or threatened taking of, or damage to, all or any portion of the Property by condemnation or other exercise of the power of eminent domain, (iv) any damage to, destruction of, or loss of all or any portion of the Property, and (v) any other matter, event or occurrence which constitutes any of the Events of Default or which, upon the passage of time or the giving of notice or both, would constitute an Event of Default. Such notice shall be given to the Beneficiary within five (5) days after the date on which the Grantor shall first receive notice of any event or occurrence with respect to which notice must be given under this paragraph.

28. Any notice which may be given by a party to this Deed of Trust must be in writing and shall be deemed to have been properly given by the sending party when any such notice shall have been placed with an overnight delivery service (such as Federal Express or any other nationally recognized delivery company), postage prepaid, and addressed to the receiving party at the address designated herein for such receiving party. The Grantor hereby designates as its address for the purpose of receiving any such notice, the address stated in this Deed of Trust. Any party may change its designated address stated herein, at any time, by giving notice of such change to the other parties to this Deed of Trust in the manner set forth in this paragraph.

29. The covenants, terms and conditions of this Deed of Trust shall be binding upon, and inure to the benefit of, the parties to this Deed of Trust and their respective heirs, personal representatives, successors and assigns and successors in title. In this Deed of Trust, the singular number shall include the plural and the plural number shall include the singular. The use of any gender in this Deed of Trust shall be applicable to all genders. The words "person" and "persons" in his Deed of Trust

mean and include all natural persons, corporations, partnerships, companies, unincorporated associations, governmental agencies, trusts, guarantors, owners, estates and all other legal entities.

30. TIME IS OF THE ESSENCE with respect to each and every covenant, agreement and obligation of the Grantor under this Deed of Trust.

31. If any sentence, provision or paragraph of this Deed of Trust shall be or become invalid, illegal or unenforceable, the validity, legality and enforceability of the other provisions of this Deed of Trust shall in no way be affected thereby.

32. Grantor hereby stipulates and warrants that the Loan secured hereby is a commercial loan, and that the proceeds of the Loan will be used for investment or commercial purposes.

33. This "Deed of Trust" shall mean this Deed of Trust and all supplements hereto and amendments hereof, and this Deed of Trust may be executed in multiple counterparts all of which together shall constitute but one and the same document.

34. The "Grantor" shall mean the persons hereinabove named as such, its/their successors and assigns, successors in title, and owners of any or all of the Property.

35. The Property being located in the District of Columbia, this Deed of Trust and the rights and indebtedness secured hereby shall, without regard to the place of payment of any sum paid hereunder, be given effect and construed by application of the law of the District of Columbia.

36. The grants, rights, privileges, and remedies in favor of the Beneficiary and Trustee herein, shall be a covenant running with the land, and shall inure to the benefit of the Trustee, its successors and/or successors-in-title, and to the Beneficiary, its successors, assigns, and/or its successors-in-title.

37. IN ADDITION TO ANY OTHER WAIVERS CONTAINED IN THIS DEED OF TRUST, THE GRANTOR, ONLY TO THE EXTENT PERMITTED BY LAW (AND IF NOT SO PERMITTED BY LAW, THEN SAID WAIVER SHALL AUTOMATICALLY BE DEEMED TO BE OMITTED) HEREBY REPRESENTS, WARRANTS AND CONSENTS TO AN EXPRESS RELEASE, RELINQUISHMENT AND UNCONDITIONAL WAIVER OF: (I) THE RIGHT TO A TRIAL BY JURY, (II) ANY RIGHT TO CLAIM ANY EXEMPTION, NOW OR IN THE FUTURE, FROM EXECUTION OR SALE OF THE PROPERTY OR ANY PART THEREOF, (III) ANY RIGHT TO INSIST UPON THE VALUATION OR APPRAISAL OF THE PROPERTY PRIOR TO SALE, AND (IV) ANY RIGHT AFTER A SALE TO REDEEM THE PROPERTY SO SOLD. THE GRANTOR REPRESENTS AND WARRANTS THAT LEGAL COUNSEL OF CHOICE HAS BEEN AVAILABLE OR RETAINED TO REVIEW AND INTERPRET THIS DEED OF TRUST


AND ALL WAIVERS AND RELEASES CONTAINED HEREIN, SAID COUNSEL BEING AVAILABLE, OR HAVING EXPLAINED AND ADVISED THE GRANTOR, AS TO THE DEED OF TRUST CONTENTS AND MEANING. MOREOVER, GRANTOR FURTHER REPRESENTS AND WARRANTS THAT GRANTOR COMPLETELY UNDERSTANDS THIS DEED OF TRUST HAVING SEEN AND READ ITS CONTENTS, AND IS EXECUTING THIS DEED OF TRUST VOLUNTARILY AND WITH GRANTOR'S FREE CONSENT AND DESIRE. MOREOVER, THE GRANTOR HAS REVIEWED AND APPROVED THE RELEASES AND WAIVERS HEREIN, AND HAS BEEN ADVISED BY COUNSEL OF THE CHOICES AVAILABLE TO GRANTOR AS TO THE MEANING AND EFFECT OF THE RELEASES AND WAIVERS AND HAS FREELY AND WITHOUT DURESS AGREED TO EXECUTE THIS DEED OF TRUST.

(signatures follow on next page)

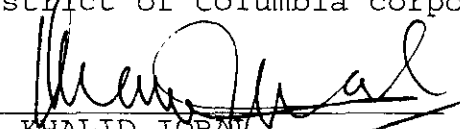
WITNESS the following signatures:

Grantor:

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

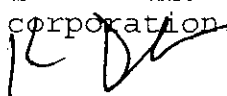
By: COUNCIL ON AMERICAN-ISLAMIC RELATIONS, INC.
a District of Columbia nonprofit corporation
Sole Member

By: 
NIHAD HAMMAD
Secretary and Treasurer

KEVIN D. ANDERSON
Notary Public, District of Columbia
My Commission Expires
NOV 30, 2009

of

The foregoing was acknowledged before me, a Notary Public, this 29 day of December, 2005, by NIHAD HAMMAD, as Secretary and Treasurer of COUNCIL ON AMERICAN-ISLAMIC RELATIONS, INC., a District of Columbia nonprofit corporation.



KEVIN D. ANDERSON
Notary Public, District of Columbia
My Commission Expires
NOV. 30, 2009

KEVIN D. ANDERSON
Notary Public, District of Columbia
My Commission Expires
NOV. 30, 2009

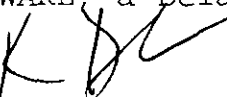
The foregoing was acknowledged before me, a Notary Public, this 29 day of December, 2005, by KHALID IQBAL as Secretary and Treasurer of ZAHARA INVESTMENT CORPORATION, a District of Columbia corporation.



KEVIN D. ANDERSON
Notary Public, District of Columbia
My Commission Expires
NOV. 30, 2009

Notary Public

The foregoing was acknowledged before me, a Notary Public, this 29 day of December, 2005, 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.



KEVIN D. ANDERSON
Notary Public, District of Columbia
My Commission Expires
NOV. 30, 2009

Notary Public

Exhibit A/Schedule A

Lot numbered One Hundred Twenty-eight (128) in Square numbered Seven Hundred Fifty (750) in a subdivision made by B. H. Warner, as per plat recorded in Liber 18 at folio 74 among the Records of the Office of the Surveyor for the District of Columbia.

AND

Lot numbered One Hundred Fifty-six (156) in Square numbered Seven Hundred Fifty (750) in a subdivision made by Steven C. Tourkin and Gregory J. Osband, as per plat recorded in Liber 197 at folio 141 among the Records of the Office of the Surveyor for the District of Columbia.

AND

Lots numbered One Hundred Fifty-seven (157) and One Hundred Fifty-eight (158) in Square numbered Seven Hundred Fifty (750) in a subdivision made by Steven C. Tourkin and Gregory J. Osband, as per plat thereof recorded in Liber 197 at folio 141 among the Records of the Surveyor for the District of Columbia (formerly known for assessment and taxation purposes as Lots 809 and 810 in Square 750).

AND

Lot numbered One Hundred Twenty-five (125) in the subdivision made by B.H. Warner in Square numbered Seven Hundred Fifty (750) as per plat recorded in Liber 19 at folio 74 in the Office of the Surveyor for the District of Columbia.

AND

Lot numbered Eighty-three (83) in Square numbered Six Hundred Ninety-three (693) in the subdivision made by 453 New Jersey Ave., S.E., Association, as per plat recorded in Liber 166 at folio 89 in the Office of the Surveyor for the District of Columbia.

NOTE: At the date hereof the above described land is designated on the Records of the Assessor of the District of Columbia for taxation and assessment purposes as Lots 128, 156, 157, 158, and 125 in Square 750 and Lot 83 in Square 693.

**SECURITY AFFIDAVIT – CLASS 1
D.C. RECORDATION TAX AFFIDAVIT
(To be attached to Deed of Trust)**

I (we) the owner(s) of the real property described within certify, subject to criminal penalties for making false statements pursuant to section 404 of the District of Columbia Theft and White Collar Crimes Act of 1982, effective December 1, 1982 (D.C. Law 40-164; D.C. Code 22-2514), that the real property described within is either Class 1 Property or Class 2 Property, as those classes of property are established pursuant to section 412a of the District of Columbia Real Property Tax Revision Act of 1974, approved September 3, 1974 (88 Stat. 1051; D.C. Code 47-813), with 5 or fewer units.

Greater Washington LLC of Delaware
Zahara Investment Corporation
Council on American-Islamic Relations, Inc.

Date: 12/29/2005

By: 

By: _____

DISTRICT OF COLUMBIA: ss

This instrument was acknowledged before me, a notary public for the aforesaid jurisdiction, on this December 29, 2005 by the above Borrower(s).



Notary Public

KEVIN D. ANDERSON
Notary Public, District of Columbia
My Commission Expires
NOV. 30, 2009

RECORDING	\$	181.00
SURCHARGE	\$	6.50

Doc# 2006002638 Fees:\$187.50
01/06/2006 2:58PM Pages 25
Filed & Recorded in Official Records of
WASH DC RECORDER OF DEEDS LARRY TODD