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FIRST AMENDMENT TO DEED OF TRUST
AND SECURITY AGREEMENT

[THE PURPOSE OF THIS AMENDMENT IS TO INCREASE THE MAXIMUM AGGREGATE AMOUNT OF PRINCIPAL TO BE SECURED BY THE DEED OF TRUST AND SECURITY AGREEMENT DATED SEPTEMBER 26, 2013 AND RECORDED SEPTEMBER 30, 2013 AS INSTRUMENT NO. 2013112339 AMONG THE LAND RECORDS OF THE DISTRICT OF COLUMBIA FROM TWO MILLION SEVEN HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($2,740,000.00) TO FOUR MILLION FIVE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($4,555,000.00). GRANTOR, BY ITS EXECUTION HEREOF, HEREBY AFFIRMS THAT IT PAID RECORDATION TAXES ON THE DEED OF TRUST AND SECURITY AGREEMENT ON THE ORIGINAL LOAN AMOUNT OF TWO MILLION SEVEN HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($2,740,000.00).]

THIS FIRST AMENDMENT TO DEED OF TRUST AND SECURITY AGREEMENT (hereinafter, the "Amendment") is executed and delivered this 31st day of July, 2014, by KESSINGTON PLACE L.L.C., a District of Columbia limited liability company and ECKINGTON STATION LLC, a District of Columbia limited liability company (hereinafter collectively the "Grantor"); and SCOT R. BROWNING and PAUL L. MERRITT, Trustees (hereinafter, the "Trustees"), either of whom may act; for benefit of CAPITAL BANK, N.A., (hereinafter, the "Beneficiary") * One Church Street #300, Rockville, MD. 20850

WITNESSETH:

WHEREAS, Beneficiary is the owner and holder of a certain Deed of Trust Note (Secured Revolving Line of Credit) made payable by the Grantor to the order of the Beneficiary dated September 26, 2013 in the maximum principal amount permitted to be outstanding at any one time of TWO MILLION SEVEN HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($2,740,000.00), which Deed of Trust Note (Secured Revolving Line of Credit) is hereinafter referred to as the "Note"; and

WHEREAS, the Note is secured by a certain Deed of Trust and Security Agreement from the Grantor to the Trustees dated September 26, 2013 and recorded September 30, 2013 as Instrument No. 2013112339 among the Land Records of the District of Columbia, which Deed of Trust and Security Agreement is hereinafter referred to as the "Deed of Trust"; and

WHEREAS, the loan evidenced by the Note is to be disbursed in accordance with a certain Loan Agreement dated September 26, 2013, by and between Grantor and Beneficiary, which Loan Agreement is hereinafter referred to as the "Loan Agreement"; and

WHEREAS, the Deed of Trust conveys property more particularly described therein and attached hereto as "EXHIBIT A" for reference purposes, only; and

WHEREAS, an Amended and Restated Deed of Trust Note made payable by Grantor to the order of Beneficiary of same date as the date hereof in the principal amount of FOUR MILLION FIVE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($4,555,000.00) (the "Amended and Restated Note") has been substituted in the place and stead of the Note, to evidence an increase in the amount of the loan originally evidenced by the Note (the "Modified Loan"), which increased principal amount of the Modified Loan shall be advanced by Beneficiary to Grantor pursuant to the Amended and Restated Note and Loan Agreement; and