


UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: Ashburn Campus, LLC		Case Number: 09-37018
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Ultimate Kitchens, LLC		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. FILED FEB 26 2010 TAWANA C. MARSHALL, CLERK U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS <i>BT</i>
Name and address where notices should be sent: c/o Joel L. Dahnke, Esquire, 11350 Random Hills Road, Suite 700, Fairfax, VA 22030		
Telephone number: (703) 273-1009		
Name and address where payment should be sent (if different from above): c/o Access National Bank, 1800 Robert Fulton Drive, Suite 310, Reston, VA 20191, Attn: Andrew J. Kalin		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number: (703) 871-2129		
1. Amount of Claim as of Date Case Filed: \$ <u>75,718.77</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges. due from September 30, 2009		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(<u> </u>). Amount entitled to priority: \$ <u> </u>
2. Basis for Claim: <u>goods and services</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u> </u> 3a. Debtor may have scheduled account as: <u> </u> (See instruction #3a on reverse side.)		RECEIVED MAR 02 2010 BMC GROUP
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: described in attached memoranda of mechanics' liens Value of Property: \$ <u>10,000,000.00</u> Annual Interest Rate <u> </u> % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>75,718.77</u> Basis for perfection: <u>mechanics liens</u> Amount of Secured Claim: \$ <u>75,718.77</u> Amount Unsecured: \$ <u> </u>		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <u>02/25/2010</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Access National Bank on behalf of Ultimate Kitchens, LLC, by Joel L. Dahnke, its attorney		FOR COURT USE ONLY Erickson Ret. Comm. LLC  01707

MEMORANDUM OF MECHANIC'S LIEN

NAME OF OWNER: Ashburn Campus, LLC, a Maryland limited liability company

ADDRESS OF OWNER: c/o Erickson Retirement Communities, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228



20091118-0077181

Loudoun County, VA Pgs: 8
11/18/2009 3:38:45PM
Gary M. Clemens, Clerk

TRUSTEES AND SECURED PARTIES ON DEEDS OF TRUST:

ALEXANDER TITLE AGENCY INCORPORATED, TRUSTEE under a Credit Line Deed of Trust, Security Agreement and Fixture Filing recorded as Instrument #20061227-0106967, securing Mercantile-Safe Deposit and Trust Company, amended by Amended and Restated Credit Line Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing recorded as Instrument #20070612-0044111, and further amended by Deed of Boundary Line Adjustment, Easement, Deeds of Trust Modification and Subordination recorded as Instrument #20080716-0043738 and re-recorded as Instrument #20081030-0064827, which identifies PNC BANK, NATIONAL ASSOCIATION as the successor by merger of Mercantile-Safe Deposit and Trust Company, all among the land records of Loudoun County, Virginia.

Mercantile Safe-Deposit and Trust Company, assignee under an Assignment of Rents and Leases recorded as Instrument #20070612-0044112, among the land records of Loudoun County, Virginia. The Deed of Boundary Line Adjustment, Easement, Deeds of Trust Modification and Subordination recorded as Instrument #20080716-0043738 and re-recorded as Instrument #20081030-0064827, among said land records, identifies PNC BANK, NATIONAL ASSOCIATION as the successor by merger of Mercantile-Safe Deposit and Trust Company.

ALEXANDER TITLE AGENCY, INCORPORATED, TRUSTEE under a Credit Line deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing recorded as Instrument #20070612-0044113, securing ASHBY PONDS, INC., all among the land records of Loudoun County, Virginia.

ALEXANDER TITLE AGENCY, INCORPORATED, TRUSTEE under a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing recorded as Instrument #20070612-0044115, securing STRATEGIC ASHBY PONDS LENDER, LLC, all among the land records of Loudoun County, Virginia.

ALEXANDER TITLE AGENCY, INCORPORATED, TRUSTEE under an Indemnity Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing recorded as Instrument #20070612-0044116, securing STRATEGIC CONCORD LANDHOLDER, LP, all among the land records of Loudoun County, Virginia.

Mercantile Safe-Deposit and Trust Company, secured party under a UCC Financing Statement recorded as Instrument #20061227-0106968, all among the land records of Loudoun County, Virginia. The Deed of Boundary Line Adjustment, Easement,

Deeds of Trust Modification and Subordination recorded as Instrument #20080716-0043738 and re-recorded as Instrument #20081030-0064827, among said land records, identifies PNC BANK, NATIONAL ASSOCIATION as the successor by merger of Mercantile-Safe Deposit and Trust Company.

PARTY WITH WHOM

CLAIMANT CONTRACTED: Erickson Construction, LLC
703 Maiden Choice Road
Baltimore, Maryland 21228

CLAIMANT: Ultimate Kitchens, LLC, d/b/a
Aya Kitchens and Baths, LTD.
14141 Parke-Long Court
Suites A and B
Chantilly, Virginia 20151

1. **Type of materials or services furnished:** Supply and installation of cabinets and tops
2. **Amount Claimed:** Thirty-Six Thousand Two Hundred Sixty-One and 34/100 (\$36,261.34), plus interest
3. **Type of structure on which work done or materials furnished:** Individual units within a multi-story, multi-unit residential apartment style building
4. **Brief description and location of real property:**

The apartment style building known as Building 1.4, street address 21125 Cardinal Pond Terrace, Ashburn, Virginia, and so much of the following real property therewith as shall be necessary for the convenient use and enjoyment thereof: A portion of that real property acquired by Deed recorded as Instrument #20061215-0104677, as described by Deed of Boundary Line Adjustment, Easement, Deeds of Trust Modification and Subordination recorded as Instrument #20080716-0043738 and re-recorded as Instrument #20081030-0064827, all among the land records of Loudoun County, Virginia. PIN 060-49-8809-000. Tax Map Number /80//32///B1/.
5. **It is the intention of the Claimant to claim the benefit of a mechanic's lien.**
6. **Date from which interest claimed:** Commencing September 30, 2009

ULTIMATE KITCHENS, LLC, d/b/a
AYA KITCHENS AND BATHS, LTD.

Date: November 17th, 2009

BY:

[Signature]
Dan Tabler
Its Manager and Authorized Agent

[Signature]
Robert K. Richardson, Esquire
Virginia State Bar #13464
Counsel for Lien Claimant
Odin, Feldman & Pittleman, P.C.
Suite 1100, 9302 Lee Highway
Fairfax, Virginia 22031-1214
(703) 218-2126 Telephone
(703) 218-2160 Facsimile

AFFIDAVIT

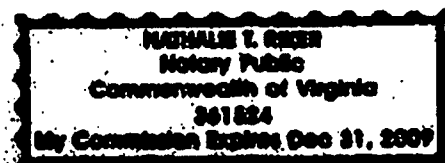
COMMONWEALTH OF VIRGINIA:
COUNTY/CITY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the aforementioned jurisdiction, do hereby certify that Dan Tabler this day appeared before me and made oath that he is the Manager and authorized agent of the Lien Claimant identified in the foregoing Memorandum of Mechanic's Lien, and that the party identified therein as "Party With Whom Claimant Contracted" is indebted to said Lien Claimant in the sum of Thirty-Six Thousand Two Hundred Sixty-One and 34/100 (\$36,261.34), plus interest as stated therein, for the consideration stated in the foregoing Memorandum, and that the same is payable as stated therein.

GIVEN under my hand this 17th day of November, 2009.

[Signature]
Notary Public

My Commission expires: 12.31.2009
Registration No. 361524



NOTICE

**Erickson Construction, LLC
703 Maiden Choice Road
Baltimore, Maryland 21228**

**Ashburn Campus, LLC
c/o Erickson Retirement Communities, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228**

**Alexander Title Agency Incorporated, Trustee
5875 Trinity Parkway, Suite 210
Centreville, Virginia 20120**

**PNC Bank, National Association
c/o Corporation Service Company, Registered Agent
11 S. 12th Street
P.O. Box 1463
Richmond, Virginia 23218**

**Ashby Ponds, Inc.
701 Maiden Choice Lane
Baltimore, Maryland 21228
Attn: General Counsel**

**Strategic Ashby Ponds Lender, LLC
c/o The Corporation Trust Company, Registered Agent
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801**

**Strategic Concord Landholder, LP
c/o The Corporation Trust Company, Registered Agent
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801**

You hereby are notified that Erickson Construction, LLC is indebted to Ultimate Kitchens, LLC, d/b/a Aya Kitchens and Baths, LTD. (Lien Claimant") in the sum of Thirty-Six Thousand Two Hundred Sixty-One and 34/100 (\$36,261.34), plus interest, for work done and/or materials furnished in and about the construction of improvements as described in the foregoing Memorandum of Mechanic's Lien located upon the following real property:

The apartment style building known as Building 1.4, street address 21128 Cardinal Pond Terrace, Ashburn, Virginia, and so much of the following real property therewith as shall be necessary for the convenient use and

enjoyment thereof: A portion of that real property acquired by Deed recorded as Instrument #20061215-0104677, as described by Deed of Boundary Line Adjustment, Easement, Deeds of Trust Modification and Subordination recorded as Instrument #20080716-0043738 and re-recorded as Instrument #20081030-0064827, all among the land records of Loudoun County, Virginia. PIN 060-49-8809-000. Tax Map Number /80//32////B1/

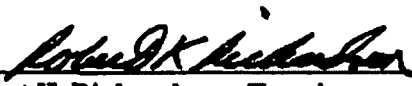
And that Lien Claimant has duly recorded a Memorandum of Mechanic's Lien for the same, a copy of which is provided with this Notice.

ULTIMATE KITCHENS, LLC, d/b/a
AYA KITCHENS AND BATHS, LTD.

Date: November 17th, 2009


BY:


Dan Tabler
Its Manager and Authorized Agent


Robert K. Richardson, Esquire
Virginia State Bar #13464
Counsel for Lien Claimant
Odin, Feldman & Pittleman, P.C.
Suite 1100, 9302 Lee Highway
Fairfax, Virginia 22031-1215
(703) 218-2126 Telephone
(703) 218-2160 Facsimile

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of November, 2009 a true copy of the foregoing Memorandum of Mechanic's Lien and Notice was mailed by certified, return receipt mail to the person, persons or entities identified above in the Memorandum of Mechanic's Lien as Owner at the address or addresses shown in the Notice above, and to all other persons or entities at the addresses shown in the Notice above.


Robert K. Richardson
Counsel for Lien Claimant

#1163447v1 51231/00002

MEMORANDUM OF MECHANIC'S LIEN

NAME OF OWNER: Ashburn Campus, LLC, a Maryland limited liability company

ADDRESS OF OWNER: c/o Erickson Retirement Communities, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228



20091118-0077177

Loudoun County, VA Pg: 8
11/18/2009 3:37:19PM
Gary H. Clemens, Clerk

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PARTY WITH WHOM

CLAIMANT CONTRACTED: Erickson Construction, LLC
703 Maiden Choice Road
Baltimore, Maryland 21228

CLAIMANT: Ultimate Kitchens, LLC, d/b/a
Aya Kitchens and Baths, LTD.
14141 Parke-Long Court
Suites A and B
Chantilly, Virginia 20151

1. **Type of materials or services furnished:** Supply and installation of cabinets and tops per contract
2. **Amount Claimed:** Thirty-Nine Thousand Four Hundred Fifty-seven and 43/100 (\$39,457.43), plus interest
3. **Type of structure on which work done or materials furnished:** Individual units within a multi-story, multi-unit residential apartment style building
4. **Brief description and location of real property:**


The apartment style building known as Building 1.5, street address 21066 Cardinal Pond Terrace, Ashburn, Virginia, and so much of the following real property therewith as shall be necessary for the convenient use and enjoyment thereof: A portion of that real property acquired by Deed recorded as Instrument #20061216-0104677, as described by Deed of Boundary Line Adjustment, Easement, Deeds of Trust Modification and Subordination recorded as Instrument #20080716-0043738 and re-recorded as Instrument #20081030-0064827, all among the land records of Loudoun County, Virginia. PIN 060-49-8809-000. Tax Map Number /80//32////B1/.
5. **It is the intention of the Claimant to claim the benefit of a mechanic's lien.**
6. **Date from which interest claimed:** Commencing September 30, 2009

ULTIMATE KITCHENS, LLC, d/b/a
AYA KITCHENS AND BATHS, LTD.

Date: November 17th, 2009

BY:


Dan Tabler
Its Manager and Authorized Agent


Robert K. Richardson, Esquire
Virginia State Bar #13464
Counsel for Lien Claimant
Odin, Feldman & Pittleman, P.C.
Suite 1100, 9302 Lee Highway
Fairfax, Virginia 22031-1214
(703) 218-2126 Telephone
(703) 218-2160 Facsimile

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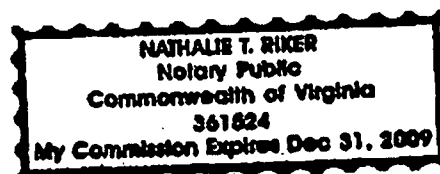
COMMONWEALTH OF VIRGINIA:
COUNTY/CITY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the aforementioned jurisdiction, do hereby certify that Dan Tabler this day appeared before me and made oath that he is the Manager and authorized agent of the Lien Claimant identified in the foregoing Memorandum of Mechanic's Lien, and that the party identified therein as "Party With Whom Claimant Contracted" is indebted to said Lien Claimant in the sum of Thirty-Nine Thousand Four Hundred Fifty-seven and 43/100 (\$39,457.43), plus interest as stated therein, for the consideration stated in the foregoing Memorandum, and that the same is payable as stated therein.

GIVEN under my hand this 17th day of November, 2009.


Notary Public

My Commission expires: 12.31.2009
Registration No. 361524



NOTICE

Erickson Construction, LLC
703 Maiden Choice Road
Baltimore, Maryland 21228

Ashburn Campus, LLC
c/o Erickson Retirement Communities, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228

Alexander Title Agency Incorporated, Trustee
5875 Trinity Parkway, Suite 210
Centreville, Virginia 20120

PNC Bank, National Association
c/o Corporation Service Company, Registered Agent
11 S. 12th Street
P.O. Box 1463
Richmond, Virginia 23218

Ashby Ponds, Inc.
701 Maiden Choice Lane
Baltimore, Maryland 21228
Attn: General Counsel

Strategic Ashby Ponds Lender, LLC
c/o The Corporation Trust Company, Registered Agent
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

Strategic Concord Landholder, LP
c/o The Corporation Trust Company, Registered Agent
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

You hereby are notified that Erickson Construction, LLC is indebted to Ultimate Kitchens, LLC, d/b/a Aya Kitchens and Baths, LTD., ("Lien Claimant") in the sum of Thirty-Nine Thousand Four Hundred Fifty-seven and 43/100 (\$39,457.43), plus interest, for work done and/or materials furnished in and about the construction of improvements as described in the foregoing Memorandum of Mechanic's Lien located upon the following real property:

The apartment style building known as Building 1.5, street address 21065 Cardinal Pond Terrace, Ashburn, Virginia, and so much of the following real property therewith as shall be necessary for the convenient use and enjoyment thereof: A portion of that real property acquired by Deed recorded as Instrument #20061218-0104677, as described by Deed of Boundary Line Adjustment, Easement, Deeds of Trust Modification and Subordination recorded as Instrument #20080716-0043738 and re-recorded as Instrument #20081030-0064827, all among the land records of Loudoun County, Virginia. PIN 060-49-8809-000. Tax Map Number /80//32////B1/


And that Lien Claimant has duly recorded a Memorandum of Mechanic's Lien for the same, a copy of which is provided with this Notice.

ULTIMATE KITCHENS, LLC, d/b/a
AYA KITCHENS AND BATHS, LTD.

Date: November 12th, 2009

BY:


Dan Tabler
Its Manager and Authorized Agent


Robert K. Richardson, Esquire
Virginia State Bar #13464
Counsel for Lien Claimant
Odin, Feldman & Pittleman, P.C.
Suite 1100, 9302 Lee Highway
Fairfax, Virginia 22031-1215
(703) 218-2126 Telephone
(703) 218-2160 Facsimile

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of November, 2009 a true copy of the foregoing Memorandum of Mechanic's Lien and Notice was mailed by certified, return receipt mail to the person, persons or entities identified above in the Memorandum of Mechanic's Lien as Owner at the address or addresses shown in the Notice above, and to all other persons or entities at the addresses shown in the Notice above.


Robert K. Richardson
Counsel for Lien Claimant

#1163537v1 51231/00002

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$250,000.00	10-06-2006					HY	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item Any item above containing "****" has been omitted due to text length limitations							

Grantor: Ultimate Kitchens, LLC (TIN: 20-3625316)
14101 Park Long Court, Suite K
Chantilly, VA 20151

Lender: ACCESS NATIONAL BANK
Chantilly Branch
14006 Lee Jackson Memorial Highway
Chantilly, VA 20151

THIS COMMERCIAL SECURITY AGREEMENT dated October 6, 2006, is made and executed between Ultimate Kitchens, LLC ("Grantor") and ACCESS NATIONAL BANK ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable

FUTURE ADVANCES. In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name, (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s), (5) change in Grantor's principal office address, (6) change in Grantor's state of organization, (7) conversion of Grantor to a new or different type of business entity, or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice

COMMERCIAL SECURITY AGREEMENT (Continued)

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the Commonwealth of Virginia, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis acceptable to Lender and issued by a company or companies acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the

insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral if the estimated cost of repair or replacement exceeds \$500.00, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy, or (2) the remaining term of the Note, or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Default will occur if payment in full is not made immediately when due.

RIGHTS AND REMEDIES ON DEFAULT. If Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Virginia Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the

COMMERCIAL SECURITY AGREEMENT
(Continued)

Page 4

Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor, change any address to which mail and payments are to be sent, and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees that if Lender hires an attorney to help enforce this Agreement, Grantor will pay, subject to any limits under applicable law, Lender's attorneys' fees and all of Lender's other collection expenses, whether or not there is a lawsuit and including without limitation additional legal expenses for bankruptcy proceedings.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the Commonwealth of Virginia.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the applicable courts for Fairfax County, Commonwealth of Virginia.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, if hand delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall

COMMERCIAL SECURITY AGREEMENT
(Continued)

Page 5

survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full

Time is of the Essence. Time is of the essence in the performance of this Agreement

Waive Jury All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time

Borrower. The word "Borrower" means Ultimate Kitchens, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor The word "Grantor" means Ultimate Kitchens, LLC

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement

Lender. The word "Lender" means ACCESS NATIONAL BANK, its successors and assigns.

Note. The word "Note" means the Note executed by Ultimate Kitchens, LLC in the principal amount of \$250,000.00 dated October 6, 2006, together with all modifications of and renewals, replacements, and substitutions for the note or credit agreement

Property The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 6, 2006.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

ULTIMATE KITCHENS, LLC

By: _____

Ali Beheshtin, President of Ultimate Kitchens, LLC

(Seal)

By: _____

Daniel M. Taylor, III, Vice President of Ultimate Kitchens, LLC

(Seal)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional) Jona Payne 703-871-2100
B SEND ACKNOWLEDGMENT TO (Name and Address) ACCESS NATIONAL BANK Attention: Loan Administration Department 1800 Robert Fulton Drive, Suite 310 Reston, VA 20191

061016 7069-7

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME insert only one debtor name (1a or 1b) do not abbreviate or combine names				
1a ORGANIZATION'S NAME Ultimate Kitchens, LLC				
OR	1b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c MAILING ADDRESS 14101 Park Long Court, Suite K		CITY Chantilly	STATE VA	POSTAL CODE 20151
1d SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION LLC	1f JURISDICTION OF ORGANIZATION VA
		1g ORGANIZATIONAL ID # if any S167795-6		<input type="checkbox"/> NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME insert only one debtor name (2a or 2b) do not abbreviate or combine names				
2a ORGANIZATION'S NAME				
OR	2b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c MAILING ADDRESS		CITY	STATE	POSTAL CODE
		COUNTRY		
2d SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e TYPE OF ORGANIZATION	2f JURISDICTION OF ORGANIZATION
		2g ORGANIZATIONAL ID # if any		<input type="checkbox"/> NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) insert only one secured party name (3a or 3b)				
3a ORGANIZATION'S NAME ACCESS NATIONAL BANK				
OR	3b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c MAILING ADDRESS 14006 Lee Jackson Memorial Highway		CITY Chantilly	STATE VA	POSTAL CODE 20151
		COUNTRY USA		

4 This FINANCING STATEMENT covers the following collateral

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

5 ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG LIEN	NON UCC FILING
6 This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)	7 Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)	All Debtors	Debtor 1	Debtor 2		
8 OPTIONAL FILER REFERENCE DATA						