



STAFFORD COUNTY CIRCUIT COURT

PREPARED BY:

Walsh, Colucci, Lubeley, Emrich & Walsh, P.C.
 4310 Prince William Parkway, Suite 300
 Prince William, VA 22192

GRANTEE ADDRESS:

4300 Prince William Parkway
 Woodbridge, VA 22192

TITLE INSURANCE UNDERWRITER:
 Fidelity National Title Insurance Company

RETURN TO:

Stonewall Title & Escrow, Inc.
 9300 Grant Avenue, Suite 102
 Manassas, VA 20110

CONSIDERATION: \$1,500,000.00

ASSESSED VALUE: \$1,430,800.00

TAX MAP 20S 21 B

GENERAL WARRANTY DEED

THIS DEED, made this 13th day of January, 2011, by and between
3908 Prince William, L.L.C., a Virginia limited liability company, hereinafter, GRANTOR;
 and Minnieland Private Day School, Inc., a Virginia corporation, hereinafter, GRANTEE;

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00) and other
 good and valuable consideration, the receipt and sufficiency of which are hereby
 acknowledged, the said Grantor does hereby grant, bargain, sell and convey, with
 General Warranty of Title, unto the Grantee, all that certain tract or parcel of land
 located in Stafford County, Virginia, and more particularly described as follows:

Legal description is attached hereto as Exhibit A.

And being the same property conveyed to 3908 Prince William, L.L.C., a
 Virginia limited liability company, by Deed dated October 25, 2005 and
 recorded at Instrument No. 050043414, among the land records of
 Stafford County, Virginia.

The above-described property is conveyed subject to all rights of ways,
 easements and restrictions of record which legally affect the title to said property.

The Grantor covenants that Grantor has the right to convey the property
 described herein; that Grantor has done no act to encumber such land; that the Grantee

Stonewall Title & Escrow, Inc.

Commercial & Title Services
 9300 Grant Avenue, Suite 102
 Manassas, Virginia 20110
 703-330-8047

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3150.00
 1250.00
 1500.00
 43.00
 6543.00
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shall have quiet possession of the said land, free from all encumbrances; and that the Grantor will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

3908 Prince William, L.L.C.,
a Virginia limited liability company

By:

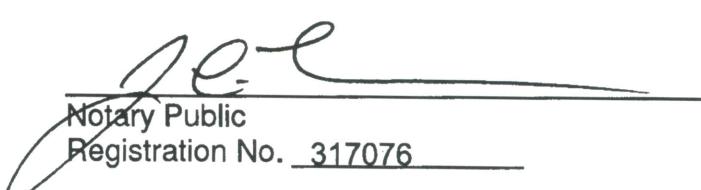
Name: Jacqueline M. Leopold

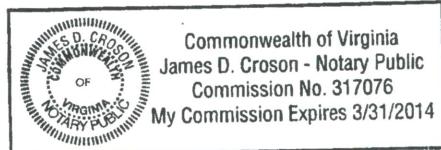
Title: Sole Member and Manager

State of Virginia
County/City of Prince William, to-wit:

The foregoing Deed was acknowledged before me in my aforesaid jurisdiction by Jacqueline M. Leopold, as Sole Member and Manager of 3908 Prince William, L.L.C., a Virginia limited liability company, this 13th day of January, 2011.

My commission expires: March 31, 2014


Notary Public
Registration No. 317076





STAFFORD COUNTY CIRCUIT COURT

Parcel Identification Number(s)/Tax Map Reference Number(s) 20S 21 B

Prepared by and return to:
 BB&T Attn: David Lambour
9201 Church Street
Manassas, VA 20110

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF STAFFORD ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (including any exhibits and/or riders attached hereto, and any modifications and amendments hereof, the "Assignment") is made this 13th day of January, 2011, by and from MINNIELAND PRIVATE DAY SCHOOL, INC. ("Assignor" and "Grantor" for purposes of recordation), to and for **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, having a branch office in MANASSAS, Virginia ("Assignee" and "Grantee" for purposes of recordation).

Assignor is the sole owner of that certain real property located in the City of STAFFORD, County of STAFFORD, Commonwealth of Virginia described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property") subject to that certain Deed of Trust dated as of January 13, 2011 conveyed by Assignor to BB&T-VA Collateral Service Corporation, Trustee, for the benefit of Assignee and recorded concurrently herewith in the Office of the Clerk of Circuit Court of the City/County of STAFFORD, Virginia (the "Deed of Trust").

For good and valuable consideration, Assignor hereby absolutely assigns and transfers to Assignee: (a) the income, rents (including, if applicable, all hotel room rents), receivables, security or similar deposits, revenues, issues, royalties, profits, earnings, products and proceeds from any and all of the Property (collectively, the "rents, issues and profits") together with the right, power and authority to collect the same; (b) all leases, written or oral, now in existence or hereafter arising, all other agreements for the use and occupancy of all or any portion of the Property, and any and all extensions or renewals of any thereof, including without limitation all leases listed on Exhibit "B" hereto, (individually "Lease" and collectively, the "Leases"), together with the right, power and authority of Assignor to alter, modify or change the terms thereof, or surrender, cancel or terminate the same; and (c) any and all guarantees of any obligations of any lessee under any of the Leases (a "Lessee"). Assignor irrevocably appoints Assignee its true and lawful attorney-in-fact, at any time and from time to time, at the option of the Assignee, to demand, receive and enforce payment of rents, issues and profits, to give receipts, releases and satisfactions, and to sue, in the name of Assignor or Assignee, for all the rents, issues and profits and to apply the same to the Indebtedness (as defined herein); provided, however, that Assignor shall have the right and license to collect the rents, issues and profits prior to any event of default under this Assignment, the Deed of Trust, the Note (as defined herein), Hedge Agreement (as defined herein), any loan agreement or any other loan document evidencing or securing the Indebtedness (collectively the "Loan Documents"). The assignment of the rents, issues and profits in this Assignment is an absolute assignment from Assignor to Assignee and not merely the passing of a security interest.

This Assignment is made for the purpose of securing:

A. Payment of the principal sum, interest and other indebtedness evidenced by a certain promissory note or notes (including any amendments, extensions, renewals, or substitutions thereof, collectively the "Note"), in the original aggregate principal sum of ONE MILLION ONE HUNDRED FIVE THOUSAND DOLLARS & 00/100 Dollars (\$ 1,105,000.00) made by MINNIELAND PRIVATE DAY SCHOOL, INC. (the "Borrower" if not the Assignor) payable to order of Assignee dated the 13th day of January, 2011.

B. Payment of all other sums due and payable to Assignee under the provisions of this Assignment and the other Loan Documents, and all other indebtedness of Assignor or Borrower to Assignee, whether now existing or hereafter arising, including without limitation payment, of any amounts to reimburse Assignee for paying any Irrevocable Standby or Commercial Letter of Credit issued on the account of Assignor or Borrower pursuant to an application therefor.

C. All indebtedness and obligations to Assignee under (i) any Application and Agreement for Irrevocable Standby Letter of Credit executed by Assignor or Borrower, and (ii) any interest rate swap transactions, interest rate cap and/or floor transactions, interest rate collar transactions, swap agreements (as defined in 11 U.S.C. § 101) or other similar transactions or agreements, including without limitation any ISDA Master Agreement executed by the Assignor or Borrower and all Schedules and Confirmations entered into in connection therewith, hereinafter collectively referred to as a "Hedge Agreement," the terms of which are incorporated herein by reference.

BB&T Services, Inc.

Commercial & Title Services
 9300 Grant Avenue, Suite 102
 Manassas, Virginia 20110

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 700-339-4007

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