

June 1<sup>st</sup>

RECEIVED JUN 12 2015

# ORDER FOR CERTIFIED COPIES

INSTRUMENT: DEED MORTGAGE RELEASE TRUST

LIBER	FOLIO	COST
Ammond Deed	5233 King Ave	
	Goods Ind	

36241	492	
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CERTIFIED COPY	5.00
LAND REC COPY	10.00
TOTAL	15.00
Res# BAB2	Acct # 77967
JLE CR	Blk # 150
Jun 01, 2015	12:39 PM

Grand Total \_\_\_\_\_

Mail to: \_\_\_\_\_  
 Name Tom Kopper  
 Address \_\_\_\_\_  
 \_\_\_\_\_

*Carroll*

5233 KING AVENUE CONDOMINIUM, INC.

CONDOMINIUM REGIME DECLARATION

SECOND AMENDMENT

1500  
THIS SECOND AMENDMENT TO DECLARATION ("Second Amendment"), is made this 21<sup>st</sup> day of April, 2015, by King Avenue LLC, a Maryland limited liability company (hereinafter referred to as "King Avenue").

EXPLANATORY STATEMENT

A. By Condominium Declaration dated the 10<sup>th</sup> day of April, 2014, and recorded among the Land Records of Baltimore County, Maryland in Liber 34876, folio 232 *et seq.* (referred to herein as the "Declaration"), First Amendment to Declaration dated the 22<sup>nd</sup> day of August, 2014, and recorded among the Land Records of Baltimore County, Maryland in Liber 35330, folio 374 *et seq.* (the "First Amendment") and Condominium By-Laws attached to the Declaration as Exhibit "C" thereto (the "By-Laws"), King Avenue submitted all that property more particularly described in Exhibit "A" to the Declaration to the Condominium Regime known as "5233 King Avenue Condominium" pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland (the "Condominium Act").

B. King Avenue is the fee simple owner of Unit 101(on the first floor) containing 9,954 square feet, more or less, Unit 101 (on the second floor) containing 4,942 square feet, more or less, Unit 101 (on the third floor) containing 6,823 square feet, more or less, and Unit 101 (on the fourth floor) containing 13,225 square feet, more or less, all as shown and designated on the plat entitled, "1<sup>ST</sup> AMENDED PLAT OF CONDOMINIUM SUBDIVISION UNITS 101, 204 AND GENERAL COMMON ELEMENTS 5233 KING AVENUE CONDOMINIUM", recorded among the Land Records of Baltimore County, Maryland in J.L.E. Liber 31, folio 635.

C. Pursuant to Subsection 3.2.6. of the Declaration and in accordance with the provisions of §11-107(d)(1) of the Condominium Act, King Avenue desires to amend the Declaration to: (i) subdivide Unit 101 (on the first floor) and to create therefrom Unit 100 containing 1,109 square feet, more or less, Unit 104 containing 5,452 square feet, more or less, Unit 116 containing 2,268 square feet, more or less, and Unit 120 containing 1,125 square feet, more or less; (ii) subdivide Unit 101 (on the second floor) and to create therefrom Unit 200 containing 4,942 square feet, more or less; (iii) subdivided Unit 101 (on the third floor) and to create therefrom Unit 300 containing 6,823 square feet, more or less, as shown on the plat entitled, "2<sup>nd</sup> AMENDED PLAT OF CONDOMINIUM SUBDIVISION UNITS 100, 104, 116, 120, 200, 300, 400, GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS 5233 KING AVENUE CONDOMINIUM", recorded among the Land Record of Baltimore County, Maryland in J.L.E. Liber 31, folio 682 *et seq.* (the "Amended Condominium Plat").

D. Section 11-107(d)(2) of the Maryland Condominium Act authorizes the amendment of the Declaration and Condominium Plat to subdivide a Unit without the consent of

all of the Unit Owners if the amendment to the Declaration is executed by the owner and Mortgagee(s) of the Unit involved and by the Council of Unit Owners or its authorized designee.

E. Under Subsection 2.4.10.(c) of the By-Laws, the Board of Directors for 5233 King Avenue Condominium, Inc. (the "Board") is delegated all powers and duties that the Council of Unit Owners is empowered with by the Condominium Act, and the Board has executed this Second Amendment pursuant to Section 11-107(d)(2) of the Condominium Act as the authorized designee of the Council of Unit Owners, as evidenced by the attached Consent.

F. Further, King Avenue desires to amend the Declaration to: (i) subdivide a portion of Unit 101 (on the fourth floor) to create therefrom Unit 400 containing 12,956 square feet, more or less; (ii) convert a portion of Unit 101 (on the fourth floor) into part of the Limited Common Elements appurtenant to the fourth floor of the building to increase the size of the restrooms; and (iii) convert a portion of the General Common Elements (on the fourth floor) into Limited Common Elements appurtenant to the fourth floor of the building, all as shown on the Amended Condominium Plat.

G. Pursuant to Section 10.3 of the Declaration, the Declaration may be amended as permitted by the Condominium Act, which requires the written consent of one hundred percent (100%) of the Unit Owners and their Mortgagees in order to change the boundaries of a Unit and the undivided percentage interest in the Common Elements and the percentage interest in the Common Expenses and Common Profits and Vote appurtenant to the Units.

H. One hundred percent (100%) of the Unit Owners and their Mortgagees have consented to the recordation of this Second Amendment, as evidenced by their signatures below.

I. The Unit Owners desire to amend the Declaration for the purposes described herein.

NOW, THEREFORE, this Second Amendment to Condominium Regime Declaration:

1. The Recitals herein shall form a substantive portion of this Second Amendment and are incorporated herein by reference and made a part hereof and any capitalized terms shall have the meanings ascribed to them in the Declaration, unless otherwise provided herein.

2. King Avenue hereby subdivides Unit 101 (on the first floor) into Unit 100 containing 1,109 square feet, more or less, Unit 104 containing 5,452 square feet, more or less, Unit 116 containing 2,268 square feet, more or less, and Unit 120 containing 1,125 square feet, more or less.

3. King Avenue hereby further subdivides Unit 101 (on the second floor) into Unit 200 containing 4,942 square feet, more or less.

4. King Avenue hereby also subdivides Unit 101 (on the third floor) into Unit 300 containing 6,823 square feet, more or less.

5. In addition, King Avenue hereby subdivides a portion of Unit 101 (on the fourth floor) into Unit 400 containing 12,956 square feet, more or less; converts a portion of Unit 101 (on the fourth floor) into part of the Limited Common Elements appurtenant to the fourth floor of the building; and converts a portion of the General Common Elements (on the fourth floor) into Limited Common Elements appurtenant to the fourth floor of the building.

6. Section 3.3.2 of the Declaration is hereby deleted and replaced with the following:

3.3.2. Limited Common Elements. The Limited Common Elements are designated on the Condominium Plat.

7. Section 6.4.2. of the Declaration is hereby amended by inserting the following new subsection (l) as follows:

(l) Notwithstanding anything to the contrary in the foregoing subsections (a) – (k), the Owner of Unit 400 shall be responsible for the maintenance of the Limited Common Elements appurtenant to the fourth floor of the building until such time as such maintenance obligations are re-allocated to the Council pursuant to a written instrument recorded among the Land Records.

8. Exhibit "B" of the Declaration is replaced with Exhibit "B", attached hereto and incorporated herein by reference.

9. Except as amended and supplemented by this Second Amendment, all other provisions of the Declaration and First Amendment remain unchanged and in full force and effect.

10. This Second Amendment may be executed in counterparts.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS the hand and seal of said King Avenue LLC as of the date first herein written.

WITNESS/ATTEST:

KING AVENUE LLC  
By: Cignal Corp, its Manager

Andrew S. Morris

By: Joseph V. Maranto (SEAL)  
Joseph V. Maranto, Vice President

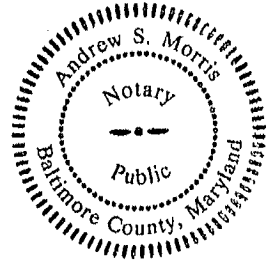
STATE OF MARYLAND; COUNTY OF Baltimore; TO WIT:

I HEREBY CERTIFY that on this 26<sup>th</sup> day of March, 2015, before me, a Notary Public for the state and county aforesaid, personally appeared Joseph V. Maranto, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of Cignal Corp, the Manager of KING AVENUE LLC, a Maryland limited liability company, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

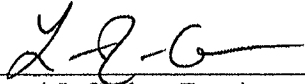
Andrew S. Morris  
Notary Public

My commission expires on 3/8/18



ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.

  
\_\_\_\_\_  
Lauri J. Corley, Esquire

5233 KING AVENUE CONDOMINIUM

DECLARATION

EXHIBIT "B"

Schedule of Percentage Interests

<u>Unit Number</u>	<u>Undivided Percentage Interest in Common Elements and Percentage Interest in Common Expenses and Common Profits</u>	<u>Votes</u>
100	2.18%	2
104	10.74%	11
112	3.02%	3
116	4.47%	4
120	2.22%	2
200	9.73%	10
204	7.75%	8
208	8.41%	9
300	13.44%	13
308	12.52%	13
400	<u>25.52%</u>	<u>25</u>
Total	100.00%	100

**CONSENT OF AUTHORIZED DESIGNEE**

The Board of Directors, as the authorized designee of the Council of Unit Owners for 5233 King Avenue Condominium, Inc., has executed this Consent of Authorized Designee in accordance with Section 11-107(d)(2) of the Maryland Condominium Act to evidence its consent to the subdivision of the Units and the reallocation of the Percentage Interests and votes appurtenant to the Units as set forth in this Second Amendment.

WITNESS/ATTEST:

BOARD OF DIRECTORS FOR 5233  
KING AVENUE CONDOMINIUM, INC.:

Andrew S. Morris

By: [Signature] (SEAL)  
Name: Armando J. Cignarale  
Title: Director

Andrew S. Morris

By: [Signature] (SEAL)  
Name: Thomas J. Faust  
Title: Director

Andrew S. Morris

By: [Signature] (SEAL)  
Name: Joseph V. Maranto  
Title: Director

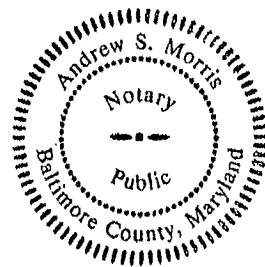
STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that, on this 26<sup>th</sup> day of March, 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Armando J. Cignarale, Director of 5233 King Avenue Condominium, Inc., personally known to me, who made oath that he is a Director as aforesaid, and as such is authorized to make this acknowledgment, and he acknowledged that the foregoing Second Amendment is the act of the Board of Directors of 5233 King Avenue Condominium, Inc., and that said Second Amendment was executed and is to be recorded for the purposes set forth therein.

AS WITNESS my hand and Notarial Seal

Andrew S. Morris  
Notary Public

My Commission Expires: 3/8/18





STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

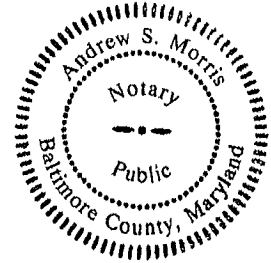
I HEREBY CERTIFY that, on this 26<sup>th</sup> day of March, 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas J. Faust, Director of 5233 King Avenue Condominium, Inc., personally known to me, who made oath that he is a Director as aforesaid, and as such is authorized to make this acknowledgment, and he acknowledged that the foregoing Second Amendment is the act of the Board of Directors of 5233 King Avenue Condominium, Inc., and that said Second Amendment was executed and is to be recorded for the purposes set forth therein.

AS WITNESS my hand and Notarial Seal

Andrew S. Morris

Notary Public

My Commission Expires: 3/8/18



STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

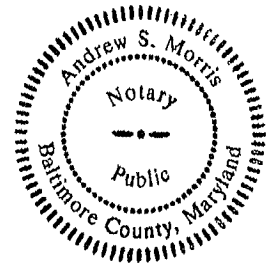
I HEREBY CERTIFY that, on this 26<sup>th</sup> day of March, 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joseph V. Maranto, Director of 5233 King Avenue Condominium, Inc., personally known to me, who made oath that he is a Director as aforesaid, and as such is authorized to make this acknowledgment, and he acknowledged that the foregoing Second Amendment is the act of the Board of Directors of 5233 King Avenue Condominium, Inc., and that said Second Amendment was executed and is to be recorded for the purposes set forth therein.

AS WITNESS my hand and Notarial Seal

Andrew S. Morris

Notary Public

My Commission Expires: 3/8/18



**JOINDER AND CONSENT OF OWNER OF UNIT 100, 104, 112, 116,  
120, 200, 204, 300 and 400**

King Avenue LLC, a Maryland limited liability company, as owner of Unit 100, Unit 104, Unit 112, Unit 116, Unit 120, Unit 200, Unit 204, Unit 300 and Unit 400 (hereinafter referred to as "Owner"), joins herein for the purposes of agreeing to the terms, provisions, covenants, conditions and restrictions contained in the foregoing Second Amendment recorded among the Land Records of Baltimore County, Maryland, to which this Joinder is attached, and further agrees that the Second Amendment shall run with and bind the title to all property in which Owner has an interest.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Second Amendment.

WITNESS/ATTEST:

KING AVENUE LLC  
By: Cignal Corp, its Manager

Andrew S. Morris

By: Joseph V. Maranto (SEAL)  
Joseph V. Maranto, Vice President

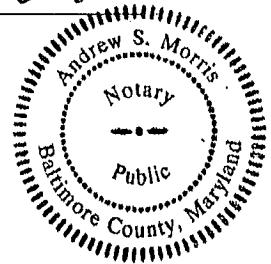
STATE OF MARYLAND; COUNTY OF Baltimore; TO WIT:

I HEREBY CERTIFY that on this 26<sup>th</sup> day of March, 2015, before me, a Notary Public for the state and county aforesaid, personally appeared Joseph V. Maranto, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of Cignal Corp, the Manager of KING AVENUE LLC, a Maryland limited liability company, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Andrew S. Morris  
Notary Public

My commission expires on 3/8/18



**JOINER AND CONSENT OF OWNER OF UNIT 208**

GAL, LLC, a Maryland limited liability company, as owner of Unit 208 (hereinafter referred to as "Owner"), joins herein for the purposes of agreeing to the terms, provisions, covenants, conditions and restrictions contained in the foregoing Second Amendment recorded among the Land Records of Baltimore County, Maryland, to which this Joinder is attached, and further agrees that the Second Amendment shall run with and bind the title to all property in which Owner has an interest.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Second Amendment.

WITNESS/ATTEST:

OWNER:  
GAL, LLC

Andrew S. Morris

By: Ahmad M. AbuGhaida (SEAL)  
Name: Ahmad M. AbuGhaida  
Title: Managing Member

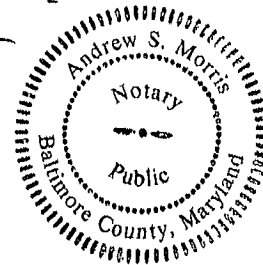
STATE OF Maryland: COUNTY OF Baltimore: TO WIT:

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of March, 2015, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared Ahmad M. Abu Ghaida, known to me (or satisfactorily proven to be), and who acknowledged himself/herself to be the Managing Member of the Owner, and that he/she, as such Managing Member is duly authorized to sign, and has signed, such instrument on its behalf for the purposes therein set forth; and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Andrew S. Morris  
Notary Public

My commission expires: 3/8/18



**JOINER AND CONSENT OF OWNER OF UNIT 308**

MAEC, LLC, a Maryland limited liability company, as owner of Unit 308 (hereinafter referred to as "Owner"), joins herein for the purposes of agreeing to the terms, provisions, covenants, conditions and restrictions contained in the foregoing Second Amendment recorded among the Land Records of Baltimore County, Maryland, to which this Joinder is attached, and further agrees that the Second Amendment shall run with and bind the title to all property in which Owner has an interest.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Second Amendment.

WITNESS/ATTEST:

OWNER:  
MAEC, LLC

Andrew S. Morris

By: [Signature] (SEAL)  
Name: MICHAEL AUERBACH  
Title: PRESIDENT

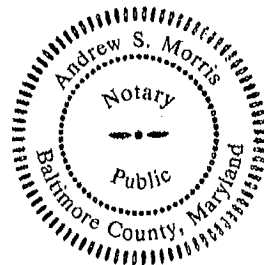
STATE OF Maryland; COUNTY OF Baltimore; TO WIT:

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of March, 2015, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared Michael Auerbach, known to me (or satisfactorily proven to be), and who acknowledged himself/herself to be the President of the Owner, and that he/she, as such President is duly authorized to sign, and has signed, such instrument on its behalf for the purposes therein set forth; and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Andrew S. Morris  
Notary Public

My commission expires: 3/8/18



**CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY**

Scott T. Weaver, Benjamin F. Riggs, Jr., and PeoplesBank, a Codorus Valley Company, who are, respectively, the Trustees and Beneficiary under an Indemnity Deed of Trust, and Assignment of Leases and Rents dated June 28, 2012, and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 32255, folio 206 *et seq.* and Indemnity Deed of Trust dated February 24, 2014, and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 34745, folio 186 *et seq.* (collectively, the "Deed of Trust"), hereby join in the foregoing Second Amendment to Declaration for 5233 King Avenue Condominium (the "Second Amendment") for the express purpose of subjecting all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Second Amendment to the operation and effect thereto and further consent to the recordation of the Condominium Plat among the Land Records of Baltimore County, Maryland.

IN WITNESS WHEREOF, each such trustee (either of whom may act alone) and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 27 day of March, 2015.

WITNESS OR ATTEST:

Kimberly H. J.

Kimberly H. J.

Kimberly H. J.

TRUSTEES:

By: [Signature] (SEAL)  
Scott T. Weaver, Trustee

By: [Signature] (SEAL)  
Benjamin F. Riggs, Jr., Trustee

BENEFICIARY:

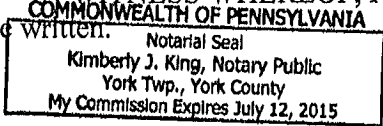
PeoplesBank, a Codorus Valley Company

By: [Signature] (SEAL)  
Name: Kent Ketterman  
Title: SVP

STATE OF PA : COUNTY OF York : TO WIT:

I HEREBY CERTIFY that on this 27 day of March, 2015, before me, a Notary Public for the state and county aforesaid, personally appeared Scott T. Weaver, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



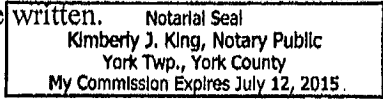
Kimberly King  
Notary Public

My commission expires on 7/12/15.

STATE OF PA : COUNTY OF York : TO WIT:

I HEREBY CERTIFY that on this 27 day of March, 2015, before me, a Notary Public for the state and county aforesaid, personally appeared Benjamin F. Riggs, Jr., Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



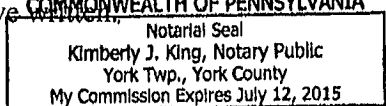
Kimberly King  
Notary Public

My commission expires on 7/12/15.

STATE OF PA : COUNTY OF York : TO WIT:

I HEREBY CERTIFY that on this 27 day of March, 2015, before me, a Notary Public for the state and county aforesaid, personally Kent Ketherman, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is the SVP of PeoplesBank, that he/she has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purpose therein set forth, and that it is his/her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Kimberly King  
Notary Public

My commission expires on 7/12/15.

**CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY**

Gregory S. Weiner and Cignal Holdings LLC, a Maryland limited liability company, who are, respectively, the Trustee and Beneficiary under that certain Second Lien Indemnity Deed of Trust dated June 28, 2012, and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 32255, folio 243 *et seq.* (the "Deed of Trust"), hereby join in the foregoing Second Amendment to Declaration for 5233 King Avenue Condominium (the "Second Amendment") for the express purpose of subjecting all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Second Amendment to the operation and effect thereto and further consent to the recordation of the Condominium Plat among the Land Records of Baltimore County, Maryland.

IN WITNESS WHEREOF, said trustee and beneficiary has executed and ensealed this Consent and Agreement of Trustee and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 26<sup>th</sup> day of March, 2015.

WITNESS OR ATTEST:

*Dawn Goodman*

TRUSTEE:

By: *[Signature]* (SEAL)  
Gregory S. Weiner, Trustee

BENEFICIARY:  
Cignal Holdings LLC

*[Signature]*

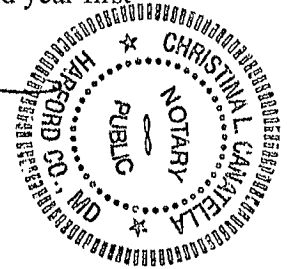
By: *[Signature]* (SEAL)  
Name:  
Title:

STATE OF Maryland COUNTY OF Harford : TO WIT:

I HEREBY CERTIFY that on this 26<sup>th</sup> day of March, 2015, before me, a Notary Public for the state and county aforesaid, personally appeared Gregory S. Weiner, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Christina L. Canatella  
Notary Public



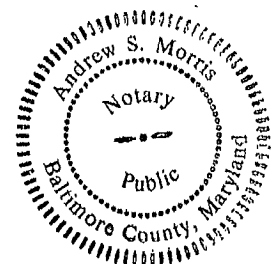
My commission expires on \_\_\_\_\_  
**CHRISTINA L. CANATELLA**  
**NOTARY PUBLIC**  
**HARFORD COUNTY**  
**MARYLAND**

STATE OF Maryland : COUNTY Baltimore : TO WIT:  
**MY COMMISSION EXPIRES 11-18-2015**

I HEREBY CERTIFY that on this 30<sup>th</sup> day of March, 2015, before me, a Notary Public for the state and county aforesaid, personally appeared Thomas Faust, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is the Managing Member of Signal Holdings LLC, that he/she has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purpose therein set forth, and that it is his/her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Andrew S. Morris  
Notary Public



My commission expires on 3/8/18.



**CONSENT AND AGREEMENT OF  
TRUSTEE AND BENEFICIARY**


David Straus, Trustee and Xander Holdings LLC, a Maryland limited liability company, Beneficiary, under that certain Indemnity Deed of Trust and Security Agreement dated January 3, 2007, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 25025, folio 296 *et seq.* (the "Deed of Trust"), hereby join in the foregoing Second Amendment to Declaration for 5233 King Avenue Condominium (the "Second Amendment") for the express purpose of subjecting all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Second Amendment to the operation and effect thereto and further consent to the recordation of the Condominium Plat among the Land Records of Baltimore County, Maryland.

IN WITNESS WHEREOF, each such trustee and beneficiary has executed and ensealed this Consent and Agreement of Trustee and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 26<sup>th</sup> day of March, 2015.

WITNESS/ATTEST:

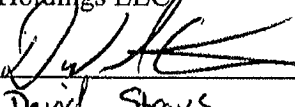
Ellen Robert

TRUSTEE:

By:  (SEAL)  
David Straus, Trustee

BENEFICIARY:  
Xander Holdings LLC

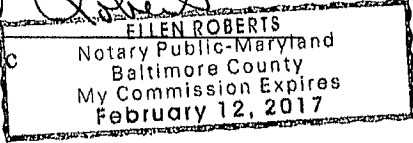
Ellen Robert

By:  (SEAL)  
Name: David Straus  
Title: President

STATE OF MARYLAND : COUNTY OF BALTIMORE : TO WIT:

I HEREBY CERTIFY that on this 26<sup>th</sup> day of MARCH, 2015, before me, a Notary Public for the state and county aforesaid, personally appeared David Straus, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

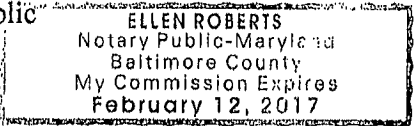
Ellen Roberts  
Notary Public 

My commission expires on 2/12/2017.

STATE OF MARYLAND : COUNTY OF BALTIMORE : TO WIT:

I HEREBY CERTIFY that on this 26<sup>th</sup> day of MARCH, 2015, before me, a Notary Public for the state and county aforesaid, personally DAVID STRAUS, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is the PRESIDENT of Xander Holdings LLC, that he/she has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purpose therein set forth, and that it is his/her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Ellen Roberts  
Notary Public 

My commission expires on 2/12/2017.

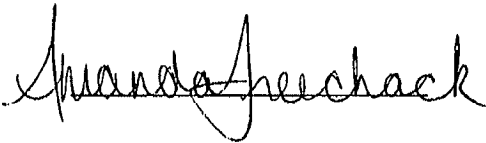
**CONSENT AND AGREEMENT OF  
TRUSTEE AND BENEFICIARY**

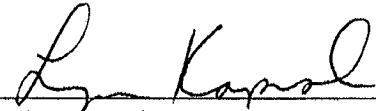
PRLAP, Inc., Trustee and Bank of America, NA, Beneficiary, under a Purchase Money Deed of Trust dated May 7, 2014, and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 35009, folio 089 *et seq.* (the "Deed of Trust"), hereby join in the foregoing Second Amendment to Declaration for 5233 King Avenue Condominium (the "Second Amendment") for the express purpose of subjecting all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Second Amendment to the operation and effect thereto and further consent to the recordation of the Condominium Plat among the Land Records of Baltimore County, Maryland.

IN WITNESS WHEREOF, each such trustee and beneficiary has executed and ensealed this Consent and Agreement of Trustee and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 21<sup>st</sup> day of April, 2015.

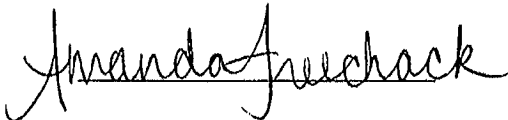
WITNESS OR ATTEST:

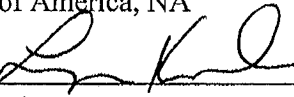
TRUSTEE:  
PRLAP, Inc.



By:  (SEAL)  
Name: Lynn Kapral  
Title: Vice President

BENEFICIARY:  
Bank of America, NA



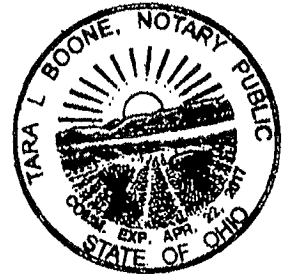
By:  (SEAL)  
Name: Lynn Kapral  
Title: Vice President

STATE OF Ohio : COUNTY OF Delaware : TO WIT:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of April, 2015, before me, a Notary Public for the state and county aforesaid, personally appeared Lynn Kapral, in his/her capacity as VP of PRLAP, Inc., Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she has executed it as trustee for the purposes therein set forth, and that it is his/her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Tara L Boone  
Notary Public



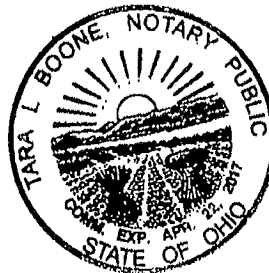
My commission expires on 4.22.17.

STATE OF Ohio : COUNTY OF Delaware : TO WIT:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of April, 2015, before me, a Notary Public for the state and county aforesaid, personally Lynn Kapral known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is the VP of Bank of America, NA, that he/she has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purpose therein set forth, and that it is his/her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Tara L Boone  
Notary Public



My commission expires on 4.22.17.

**AFTER RECORDATION, PLEASE RETURN TO:**

Lauri J. Corley, Esquire  
Winegrad, Hess, Friedman & Levitt, LLC  
400 Redland Court  
Suite 212  
Owings Mills, Maryland 21117

LAND INTAKE SHEET ADDENDUM

Section #9 Other Names to Be Indexed (Continued)

Armando J. Cignarale  
Thomas J. Faust  
Joseph V. Maranto  
Ahmad M. Abu Ghaida  
GAL, LLC  
Michael Auerbach  
MAEC, LLC  
Scott T. Weaver, Trustee  
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Gregory S. Weiner, Trustee  
Signal Holdings, LLC, Beneficiary  
David Strauss, Trustee  
Xander Holdings LLC, Beneficiary  
Lynn Kapral, Trustee  
PRLAP, Inc., Trustee  
Bank of America, NA, Beneficiary

### State of Maryland Land Instrument Intake Sheet

Baltimore City  County: Baltimore

*Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.*  
(Type or Print in Black Ink Only—All Copies Must Be Legible)

<b>1</b>	<b>Type(s) of Instruments</b>	<input checked="" type="checkbox"/> Check Box: If addendum Intake Form is Attached.)																																																									
		<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage Lease	<input checked="" type="checkbox"/> Other <u>Second Amendment</u>	<input type="checkbox"/> Other _____																																																						
<b>2</b>	<b>Conveyance Type Check Box</b>	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]																																																						
<b>3</b>	<b>Tax Exemptions (If applicable)</b> Cite or Explain Authority	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Recordation</td> <td></td> </tr> <tr> <td>State Transfer</td> <td></td> </tr> <tr> <td>County Transfer</td> <td></td> </tr> </table>				Recordation		State Transfer		County Transfer																																																	
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<b>4</b>	<b>Consideration and Tax Calculations</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Consideration Amount</th> </tr> <tr> <td>Purchase Price/Consideration</td> <td>\$</td> </tr> <tr> <td>Any New Mortgage</td> <td>\$</td> </tr> <tr> <td>Balance of Existing Mortgage</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> </tr> <tr> <td>Full Cash Value:</td> <td>\$</td> </tr> </table>		Consideration Amount		Purchase Price/Consideration	\$	Any New Mortgage	\$	Balance of Existing Mortgage	\$	Other:	\$	Other:	\$	Full Cash Value:	\$	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Finance Office Use Only Transfer and Recordation Tax Consideration</th> </tr> <tr> <td>Transfer Tax Consideration</td> <td>\$</td> </tr> <tr> <td>X ( ) % =</td> <td>\$</td> </tr> <tr> <td>Less Exemption Amount</td> <td>\$</td> </tr> <tr> <td>Total Transfer Tax</td> <td>\$ <u>EXEMPT</u></td> </tr> <tr> <td>Recordation Tax Consideration</td> <td>\$</td> </tr> <tr> <td>X ( ) per \$500 =</td> <td>\$</td> </tr> <tr> <td>TOTAL DUE</td> <td>\$ <u>EXEMPT</u></td> </tr> </table>			Finance Office Use Only Transfer and Recordation Tax Consideration		Transfer Tax Consideration	\$	X ( ) % =	\$	Less Exemption Amount	\$	Total Transfer Tax	\$ <u>EXEMPT</u>	Recordation Tax Consideration	\$	X ( ) per \$500 =	\$	TOTAL DUE	\$ <u>EXEMPT</u>																							
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<b>6</b>	<b>Description of Property</b> SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>District</td> <td>Property Tax ID No. (1)</td> <td>Grantor Liber/Folio</td> <td>Map</td> <td>Parcel No.</td> <td>Var. LOG</td> </tr> <tr> <td colspan="2">Amendment</td> <td></td> <td></td> <td></td> <td><input type="checkbox"/> (5)</td> </tr> <tr> <td colspan="2">Subdivision Name</td> <td>Lot (3a)</td> <td>Block (3b)</td> <td>Sect/AR (3c)</td> <td>Plat Ref.</td> </tr> <tr> <td colspan="2">5233 King Avenue</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="5">Location/Address of Property Being Conveyed (2)</td> <td><u>4500</u></td> </tr> <tr> <td colspan="5">Other Property Identifiers (if applicable)</td> <td>Water Meter Account No.</td> </tr> <tr> <td colspan="6">                 Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:             </td> </tr> <tr> <td colspan="6">                 Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:             </td> </tr> <tr> <td colspan="6">If Partial Conveyance, List Improvements Conveyed:</td> </tr> </table>				District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	Amendment					<input type="checkbox"/> (5)	Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	5233 King Avenue						Location/Address of Property Being Conveyed (2)					<u>4500</u>	Other Property Identifiers (if applicable)					Water Meter Account No.	Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:						Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:						If Partial Conveyance, List Improvements Conveyed:					
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<b>7</b>	<b>Transferred From</b>	Doc. 1 – Grantor(s) Name(s)		Doc. 2 – Grantor(s) Name(s)																																																							
		King Avenue LLC																																																									
		Doc. 1 – Owner(s) of Record, if Different from Grantor(s)		Doc. 2 – Owner(s) of Record, if Different from Grantor(s)																																																							
<b>8</b>	<b>Transferred To</b>	Doc. 1 – Grantee(s) Name(s)		Doc. 2 – Grantee(s) Name(s)																																																							
		5233 King Avenue Condominium, Inc.																																																									
		New Owner's (Grantee) Mailing Address																																																									
<b>9</b>	<b>Other Names to Be Indexed</b>	Doc. 1 – Additional Names to be Indexed (Optional)		Doc. 2 – Additional Names to be Indexed (Optional)																																																							
		See Land Intake Sheet Addendum																																																									
<b>10</b>	<b>Contact/Mail Information</b>	Instrument Submitted By or Contact Person			<input checked="" type="checkbox"/> Return to Contact Person																																																						
		Name: Lauri J. Corley, Esquire			<input type="checkbox"/> Hold for Pickup																																																						
		Firm: Winegrad, Hess, Friedman & Lavitt, LLC			<input type="checkbox"/> Return Address Provided																																																						
		Address: 400 Redland Court, Suite 212																																																									
		Owings Mills, Maryland 21117 Phone: (410) 581-0600																																																									
<b>11</b>	<b>Assessment Information</b>	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER																																																									
		Will the property being conveyed be the grantee's principal residence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																									
		Does transfer include personal property? If yes, identify: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																									
		Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																									
<b>Assessment Use Only – Do Not Write Below This Line</b>																																																											
Terminal Verification		Agricultural Verification		Whole Part																																																							
Tran. Process Verification		Date Received:		Assigned Property No.:																																																							
Transfer Number	20	20	Geo.	Map	Sub																																																						
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Director of Budget and Finance BALTIMORE COUNTY, MARYLAND																																																											
<input type="checkbox"/> COUNTY TRANSFER TAX																																																											
<input type="checkbox"/> RECORDATION TAX																																																											
ART 11 TITLES SUBTITLE 2, 11-3-202																																																											
T.P. ART 12-108																																																											

Space Reserved for County Validation

THE FD SURE 40.00  
 RECORDING FEE 75.00  
 TOTAL 115.00  
 Gross BAGE Rct # 77967  
 FILE CR Blk # 197  
 Sun 01, 2015 12:39 PM

Space Reserved for County Validation

LAND INTAKE SHEET ADDENDUM

Section #9 Other Names to Be Indexed (Continued)

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Xander Holdings LLC, Beneficiary  
Lynn Kapral, Trustee  
PRLAP, Inc., Trustee  
Bank of America, NA, Beneficiary



RECEIVED JUN 12 2015

STATE OF MARYLAND, BALTIMORE COUNTY, TO WITH

I HEREBY CERTIFY that the foregoing is a true copy of the original  
Second Amendment taken from the records of said Circuit Court as  
recorded in Liber ILE No. 310241  
Folio 492 one of the LAND  
records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand  
and affix the seal of the Circuit Court for  
Baltimore, County  
this 10<sup>th</sup> day of June 2015

Julie L. Ensol  
Clerk of the Circuit Court of Baltimore County

