ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

E. Aubrey Collison
CLERK OF THE CIRCUIT COURT

CAMERA: Shirley Grizzel

LIBER

499

BOOK 499 PAGE 1

UCC-1

262333

MARYLAND FINANCING STATEMENT

☒ Not Subject to Recordation Tax

☐ Recordation Tax of $_____ on

Principal Amount of $_____ is enclosed/ has been paid (strike inapplicable phrase).

For Filing Officer

File No.: _____

Record Reference: _____

Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: TODD RIDGELL, INC. T/A DOMINO'S PIZZA
(Name or Names)
7 Cedar St., Cedar Center, Cambridge, MD. 21613
(Address)

DEBTOR: _____
(Name or Names)
_____
(Address)

2. SECURED PARTY: ARBUTUS REFRIGERATION, INC.
(Name or Names)
6225 Washington Blvd., Baltimore, MD. 21227
(Address)

RECORD FEE 12.00
POSTAGE .50
#11259 CTT RCD 15:41
JUN 11 86

3. ASSIGNEE (if any) of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL F.S.A.
(Name or Names)
Box 116 FAYETTE & ST. PAUL STS. BALTO. MD. 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

1-CTX 70, 2 ovens stacked-208/230/60/1 or 3 phase on casters, incl. spare parts kit; 1-exhaust hood, galvanized, 4 x 8" x 24" high, exhaust duct and make up air; 1-exhaust fan for exhaust hood, Penn, AQ20; 1-3 compartment sink, Metal Masters, 412-16-3-18 R. & L. w/#300716, faucet; 1-hand sink, Metal Masters, w/faucet; 1-"L" shaped, 8' x 3', Serving Counter, Advance, S.S. Undershelf; 1-Stanley Knight, 7' Pizza Condiment Table on casters;1-7' Advance, Cut-Box-Hold Table, w/Heat Lamps and Casters; 1-22'6" Telephone Counter, Plastic Laminate w/Sneez Guard; 1-Bally Walk-In Refrigerator, 7'9" x 11'7" x 7'2", N.S.F., Galv., Indoor Use, No Floor w/3/4 H.P., Self-Contained Bally Drop-in Compressor w/Matching Coil, 208/230/60/3 Phase; 1-10' of Shelving for Bally Walk-in Refrigerator, Hodges, Electro Coat, 72" High; 1-10' Storage Shelving, Wire 72" high; 1-Hand Sink, Metal Masters, in Kitchen.

Principal corporate residence: 304 18th Ave.
Baltimore, Md. 21225

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

1986 JUN 11 PM 4:08
CLERK

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collatteral are also covered: Yes ☐ No ☒

DEBTOR(S): TODD RIDGELL, INC.
T/A DOMINO'S PIZZA

By: D. Todd Ridgell President
(Title)
D. TODD RIDGELL, PRESIDENT
(Type or print name of person signing)

By: _____ (Title)
(Type or print name of person signing)

SECURED PARTY:
ARBUTUS REFRIGERATION, INC.

By: _____
WILLIAM LINK, PRES.
(Type or print name of person signing)

Mailed to Assignee

Return To: _____

262291

BOOK 499 PAGE 2

4. ☐ Filed for record in the real estate records.	5. ☐ Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Scientific Leasing, Inc. 790 Farmington Avenue Farmington, CT 06032 c/o North Arundal Hospital 301 Hospital Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Bank of New England, N.A. Formerly New England Merchants National Bank 28 State Street Boston, MA 02109	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #11260 C777 R01 T15:42 JUN 11 86

7. This statement refers to original Financing Statement No. 01799 filed (date) 12/28/81 with Ann Arundel County

445-313

8. ☐ A. Continuation — The original Financing Statement bearing the above file number is still effective.
☒ B. Termination — The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
☐ C. Release — From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
☐ D. Assignment — The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
☐ E. Amendment — The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
☐ F. Other

.....

By .....
Signature(s) of Debtor(s) (only on amendment)

Bank of New England, N.A.
Formerly New England Merchants National Bank

By Randall Burkhart B.O.
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

10.00

Mailed to Secured Party

CP CLERK

RECEIVED FOR RECORD
CIRCUIT COURT ANNE ARUNDEL COUNTY
1986 JUN 11 PM 4:09
E. AUBREY COLLISON
CLERK

262292

BOOK 499 PAGE 3

4. ☐ Filed for record in the real estate records.	5. ☐ Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) North Arundel Hospital 301 Hospital Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Bank of New England, N.A. Formerly New England Merchants National Bank 28 State Street Boston, MA 02109	3. For Filing Officer (Date, Time, Number, and Filing Office) 439-33

7. This statement refers to original Financing Statement No. 39094 filed (date) 6/22/81 with Ann Arundel County

8. ☐ A. Continuation — The original Financing Statement bearing the above file number is still effective.
☒ B. Termination — The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
☐ C. Release — From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
☐ D. Assignment — The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
☐ E. Amendment — The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
☐ F. Other

RECORD FEE 10.00
PLUS FEE .50
#11251 C777 ROI T15:43
JUN 11 86

Bank of New England, N.A.
Formerly New England Merchants National Bank

By ..... By J. Arnold Bourdeau O.O.
Signature(s) of Debtor(s) (only on amendment) — Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

RECEIVED FOR RECORD
1986 JUN 11 PM 4:00
E. AUBREY COLLISON
CLERK

105

Mailed to Secured Party

262293

BOOK 499 PAGE 4

4. ☐ Filed for record in the real estate records	5. ☐ Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. ~~Debtor~~ (Last Name First) and address(es) Lessee The North Arundel Hospital Association, Inc. 301 Hospital Drive Glen Burnie, MD 21061	2. ~~Secured Party~~ and address(es) Lessor Scientific Leasing Inc. 292 Colt Highway Farmington, CT 06032-3029	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #11262 C777 R01 T15:43 JUN 11 86

7. This financing statement covers the following types (or items) of property:

Lease No. 7487 , Schedule 05, dated 9-28-84, and equipment, rentals, purchase option payments, and other sums payable thereunder. Equipment located at the above address. Equipment: G.E. CT 9800/Quick Scanner (See Attachment A)

TRUE LEASE - "NOT SUBJECT TO RECORDATION TAX"

1. THE PARTIES EXECUTING THIS STATEMENT AGREE THAT THE TRANSACTION COVERED IS A TRUE LEASE; THE FILING DOES NOT CONTRADICT THIS. 2. THIS FILING SHALL COVER ALL REPLACEMENTS OF, MODIFICATIONS OF, ADDITIONS TO AND ACCRETIONS TO THE LEASED EQUIPMENT. 3. THIS FILING SHALL COVER ALL PROCEEDS OF THE LEASED EQUIPMENT, INCLUDING WITHOUT LIMITATION INSURANCE PROCEEDS.

Filed: Clerk of the Circuit Court, Anne Arundel County
Annapolis, MD 21401

☐ Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC.	SCIENTIFIC LEASING INC.
	James R. Walker	Terry Donna Marino, Sr. Adm. Dir.
	Signature(s) of ~~Debtor(s)~~ (Or Assignor) Lessee	Signature(s) of ~~Secured Party~~ (Or Assignee) Lessor

Filing Officer Copy – Alphabetical

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 Rev. Jan. 1980 *Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101*

1150

CR CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 11 PM 4:09
E. AUBREY COLLISON
CLERK

ATTACHMENT A
Lease No. 7487, Schedule 05
dated: September 28, 1984

Equipment Description

CT 9800 QUICK Whole Body CT Scanner System, 60-Hz. Includes CT 9800 Operator's Console, Data General S-140 Computer, 354 Megabyte Argus Magnetic Disc Drive, 800/1600 bpi Magnetic Tape Drive, Fast Cycle Array Processor, 512^2 Image Display Processor, CT 9800 Table and Gantry, X-3 Detector, CT 9800 Graphite X-ray Tube Unit, MPX Generator, Power Distribution Module, and Display Enhancement Package for Operator's Console.

QuickCam Bulk Load Multiformat Camera for CT 9800 Scanners, 60-Hz. Includes 14in. x 17in. Supply Magazine, 14in. x 17in. Receiving Magazine, 24in. x 17in. Manual Cassette, and Foot Switch Exposure Control.

CT 9800 QuickCam Camera Control for OC Direct Filming, 50/60-Hz.

CT 9800 Pre-Installation Leveling Package

Mailed to Secured Party

262294

BOOK 499 PAGE 6

RECORD FEE 11.00
POSTAGE .50
#22289 C237 R02 10:27
JUN 12 86

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: | 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Elite Yachts de France, Inc.
410 Severn Avenue
Suite 206
P.O. Box 3342
Annapolis, MD 21403-0342

2. Secured Party(ies) and address(es)
CIC-Union Europeenne,
International et Cie
520 Madison Avenue
New York, NY 10022

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Elite 364 Yacht, Serial number EYD36101D686

NOT SUBJECT TO RECORDATION TAX.

5. Assignee(s) of Secured Party and Address(es)

CS12123

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)
- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected:

Check [X] if covered: [X] Proceeds of Collateral are also covered. [X] Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of Circuit Court, Anne Arundel County (Annapolis)

ELITE YACHTS DE FRANCE, INC.

By: Olegcay
Signature(s) of Debtor(s)

CIC-Union Europeenne, International et Cie

Joseph L. Debutri
Signature(s) of Secured Party(ies)

RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1. (FOR USE IN MOST STATES)

CR CLERK

Mailed to Assignee

11.00
.50

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 12 AM 8:32
E. AUBREY COLLISON
CLERK

262295

BOOK 499 PAGE 7

RECORD FEE 11.00
POSTAGE TO
026249 C237 ROP 108:29
JUN 12 86

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Elite Yachts de France, Inc.
410 Severn Avenue
Suite 206
P.O. Box 3342
Annapolis, MD 21403-0342

2. Secured Party(ies) and address(es)
CIC-Union Europeenne,
International et Cie.
520 Madison Avenue
New York, NY 10022

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Elite 364 Hull and Deck Molds

NOT SUBJECT TO RECORDATION TAX.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)
[ ] already subject to a security interest in another jurisdiction when it was brought into this state.
[ ] which is proceeds of the original collateral described above in which a security interest was perfected:

Check [X] if covered: [X] Proceeds of Collateral are also covered. [X] Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of Circuit Court, Anne Arundel County (Annapolis)

RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Elite Yachts de France, Inc.
By: Olegeay
Signature(s) of Debtor(s)

CIC-Union Europeenne, International et Cie.
By: Joseph C. Delutri
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1. (FOR USE IN MOST STATES)

Mailed to Assignee

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 12 AM 8:32
E. AUBREY COLLISON
CLERK

051283

262296 BOOK 499 PAGE 8 Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6-2-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ken & Wayne's Drive-In Video, Inc.

Address 2 Nursery Road North Linthicum, Maryland 21090

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address 1900 Sulphur Spring Road P. O. Box 7360

Baltimore Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 11.00
POSTAGE .50
#11281 C777 R01 T08:25
JUN 12 86

1986 JUN 12 AM 10: 16
E. AUBREY COLLISON
CLERK
CLERK
CIRCUIT COURT FOR RECORD
ANNE ARUNDEL COUNTY

XXX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Wayne A Lascola
(Signature of Debtor)

WAYNE A LASCOLA, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

D.R. Williams, Credit and Collections Mgr
Type or Print Above Signature on Above Line

1108

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

262297

FINANCING STATEMENT

BOOK 499 PAGE 9

DATE: June 4, 1986

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of $_____

NAME OF DEBTOR(s): Franco Pacione
Lorraine Pacione

ADDRESS: T/A Vito's Pizza
160 Ritchie Highway
Severna Park, Maryland 21146

RECORD FEE 13.00
POSTAGE .50
#11283 C777 R01 T08:32
JUN 12 86

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

2 Lang Ovens Air-M #PPP-1 S-A15178
1 Sweda Register #2650, E2526,259-5488
1 Star Metal Pizza Table PTA-20-5,T-244216
1 Progessive Cold Cut CS-5,2781-822
1 Eagle Work Table UT 304E B
1 Bally Walk-in Serial #K5375, Model #3478-1
1 Slicing Serial #9151-0111 31495, Model #808
1 Dough Machine Serial #11-224-185, Model #8600T
1 Eagle 2 part Sink - 315-183-24-L&R
1 Victory Freezer - AF-22-53, #AP-7930R65

CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 12 AM 10: 16
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

DEBTOR(S):

Franco Pacione
Franco Pacione

Lorraine Pacione
Lorraine Pacione

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

By: _____
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

B580

Anne Arundel Cnty

Acc.# 270305

262293

BOOK 499 PAGE 10

FINANCING STATEMENT FORM UC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. **SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $NOT SUBJECT

If this statement is to be recorded in land records check here ☐

This financing statement Dated 5/24/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dodds, Philip V.W.

Address 36 Pinewood Rd. Needham, MA 02192

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St., Annapolis, MD

RECORD FEE 11.00
POSTAGE .50
#11284 C777 R01 T08:33

Midlantic National Bank, 2 Broad St., Bloomfield, N.J. 07003

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

JUN 12 86

1985 Moody 419 Model 1986 41'9" Fiberglass Hull #MPX430991585
1985 British Leyland 50HP Diesel Engine

Home Anchorage/Winter: Annapolis, MD

ASSIGNEE:
MIDLANTIC NATIONAL BANK
2 Broad Street
Bloomfield, NJ 07003

CHECK ☑ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1986 JUN 12 AM 10:16
E. AUBREY COLLISON
CLERK

CR CLERK

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mailed to Assignee

Philip V.W. Dodds
(Signature of Debtor)

Philip V.W. Dodds
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

11.00
50

Mailed to Assignee

262233 STATE OF MARYLAND BOOK 499 PAGE 11

AA. 11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 7, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Parkway Construction & Management Corp.

Address 7223 Parkway Dr., Suite 208, Hanover, MD 21076

2. SECURED PARTY

Name Tucker Equipment Company

Address P.O. Box 340, Aberdeen, MD 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One 1985 CASE 455C Crawler/Loader S/N 3080012

RECORD FEE 11.00
POSTAGE .50
#11293 C777 R01 T08:43
JUN 12 86

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

RECEIVED FOR RECORD
CIRCUIT COURT, CR. CO. MD.
CR CLERK

1986 JUN 12 AM 10: 18

E. AUBREY COLLISON
CLERK

X (Signature of Debtor) & Title

Leslie Hogum

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay D. Tucker

(Signature of Secured Party)

Barclay D. Tucker II

Type or Print Above Signature on Above Line

11 50

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006

262300

BOOK 499 PAGE 12

FINANCING STATEMENT

For Filing Officer Use
File No.
Date &
Hour

Check below if goods are or are to become fixtures.

☐ TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Captain's Choice Marine, Inc.	333 Rt. 50		Annapolis MD	
And	1335 Rt 178		Crownsville Md	

Name of Secured Party or assignee	No.	Street	City	State
ITT Commercial Finance Corp	PO Box 2837	One Cherry Hill Suite 217	Cherry Hill	NJ 08034

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, accounts receivable, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and general intangibles, whether now owned or hereafter acquired, and all attachments, accessions and additions thereto, substitutions, accessories, and equipment therefor, and replacements and proceeds.

RECORD FEE 11.00
POSTAGE .50
#11295-C777 R01 T08:46
JUN 12 86

RETURN TO:

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. ☒ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING The underlying secured transaction(s) being publicized by this Financing Statement *is is not* subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Captain's Choice Marine, Inc.

T. J. EICHELBERGER
(Type or print name under signature)

ITT Commercial Finance Corp. (Seal)
(Corporate, Trade or Firm Name)

Signature of *Secured Party* or Assignee

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 12 AM 10: 18
E. AUBREY COLLISON
CLERK

262301

BOOK 499 PAGE 13

FINANCING STATEMENT

☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of $.....

1. Name of Debtor(s):
Address:

Phimor Corporation
114 Forbes Street
Annapolis, MD 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

RECORD FEE 11.00
POSTAGE .50
#11299 C777 R01 T08:51
JUN 12 86

3. This Financing Statement covers the following types (or items) of property:

Lease made between Phimor Corporation (Lessor) and B&C Paving, Inc. (Lessee) covering 1986 Peterbilt #359 serial #1XP9L29XXGN203743 dated May 13, 1986 and all underlying equipment.

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s):

Richard Morgan - Sec./Treas.
Phimor Corporation

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: .....
John J. Feldman III-Assistant V.P.
Type Name and Title)

RECEIVED FOR RECORD
PRINCE GEORGE'S COUNTY
1986 JUN 12 AM 10:19
E. AUBREY COLLISON
CLERK

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

045-580/2 Rev 5-79

11.50

2623023

BOOK 499 PAGE 14

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT DISCLOSING ASSIGNMENT

☐ Not subject to Recordation Tax

☒ Subject to Recordation Tax; Principal Amount is $ 6000.00

☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Tim V. Ronan
(Name)

Fairwinds Marina- Fairwinds Drive
(Address)

Annapolis, Maryland 21401

SECURED PARTY (OR PRIOR ASSIGNEE)

First National Bank of Md.
(Name)

P.O. Box 1344
(Address)

Baltimore, Maryland 21203

ASSIGNEE OF SECURED PARTY'S INTEREST

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Patricia A. Brooks
(Name of Loan Officer)

1230 Bay Dale Drive
(Address)

Arnold, Maryland 21012

RECORD FEE 11.00
RECORD TAX 42.00
POSTAGE .50
#11311 C777 R01 T09:07
JUN 12 86

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

1984 Evirude 150 HP SN# 149484 Outboard Motor

1984 Johnson 15 HP SN# E5896959 Outboard Motor

CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 12 AM 10: 19
E. AUBREY COLLISON
CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Assignee of Secured Party's interest named above at the address stated.

DEBTOR (OR ASSIGNOR)

Tim V Ronan (Seal)

(Seal)

(Signature)

Tim V. Ronan
(Print or Type Name)

SECURED PARTY (OR PRIOR ASSIGNEE)

Patricia A. Brooks (Seal)

First National Bank of Md. (Seal)
(Signature)

Patricia Brooks
(Print or Type Name)

Mailed to Assignee

42 50

BS-2071 A-8406

262303

BOOK 499 PAGE 15

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 23, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: Hayes, Clifton, W., Jr., and Hayes, Catherine, W.

Address: 720 Harrisburg Drive, Davidsonville, Maryland 21035

2. SECURED PARTY

Name: Key Financial Services Inc.

Address: 57 River Street

Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 12.00
POSTAGE .50
#11315 C777 R01 T09:11
JUN 12 86

4. This financing statement covers the following types (or items) of property: (list)

1986 Wellcraft Nova II 26' Hull # WELP1379J586
Engine: Mercruiser, twin, 260hp each, gas
serial #'s 0A540857 and 0A589426
Additional Equipment: cockpit cover, swim platform, windsheild wiper, depth finder, port-a-potti

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

CR CLERK

"NOT SUBJECT TO RECORDATION TAX"

RECEIVED FOR RECORD AND RECORDED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY

1986 JUN 12 AM 10: 19

E. AUBREY COLLISON CLERK

Clifton W. Hayes
(Signature of Debtor)

Clifton W. Hayes, Jr.
Type or Print Above Name on Above Line

Catherine W. Hayes
(Signature of Debtor)

Catherine W. Hayes
Type or Print Above Signature on Above Line

Dian C. Bulsky - AVP
(Signature of Secured Party)

Key Financial Services Inc.
Type or Print Above Signature on Above Line

Mailed to Secured Party

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

262304

BOOK 499 PAGE 16

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 15, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gerald Yacht Sales, Inc.

Address 700 Chesapeake Ave., Annapolis, Maryland 21403

2. SECURED PARTY

Name Key Financial Services Inc.

Address 57 River Street

Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50
#11316 C777 R01 T09:1
JUN 12 8

1984 Nordic Yachts Inc. model 40 40'
Hull # USCG O/N: 670210 NYA-40117058 4
Engine: Universal 50hp, diesel, serial #. 400465
Additional Equipment: Loran, auto pilot, roller furling system, knot meter, log, depth finder, wind speed and direction, Avon raft, VHF, 2 sails, Lewmar self tailing winches, hot water heater, back stay adjuster

"NOT SUBJECT TO RECORDATION TAX"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Gerald Yacht Sales, Inc.

Gerald Kadonoff

(Signature of Debtor)

Gerald Kadonoff / President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Diane C. Ratzky - AVP

(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 12 AM 10: 19
E. AUBREY COLLISON
CLERK

CLERK

Mailed to Secured Party

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE BOOK 499 PAGE 17

FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 251686 recorded in Liber 472, Folio 363 on 4/19/84 (Date) at, Anne Arundel County (Location)

1. DEBTOR(S):

Name(s) William Harrington and Associates, Inc.

Address(es) 7310 Ritchie Highway, Glen Burnie, MD 21061
405 West Main Street, Fruitland, MD 21826

2. SECURED PARTY:

Name Maryland National Bank

Address 1713 West Street, Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50
#11318 C177 R01 T09:13
JUN 12 86

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.

4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1986 JUN 19 AM 10: 19
E. AUBREY COLLISON
CLERK

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By Nancy A. Richter

Nancy A. Richter, Vice President
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company, type name of Company and Name and Title of Authorized Signer.

Mailed to Secured Party

STATE OF MARYLAND BOOK 499 PAGE 18

Anne Arundel County
CM01 11.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO._____

RECORDED IN LIBER 485 FOLIO_____ ONPage 296 5/10/85 (DATE) 9:51 am

1. DEBTOR

Name Crown Leasing, Inc.

Address 23 Walker Avenue, Baltimore, Maryland 21208

RECORD FEE 10.00
POSTAGE .50
#11334 C345 R01 T09:37
JUN 12 86

2. SECURED PARTY

Name First Maryland Leasecorp

Address 25 S. Charles Street, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)
To correct Serial Number

Correct Serial Number:

AC148546MD

1986 JUN 12 AM 10:20
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Dated 5/27/86

First Maryland Leasecorp

(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

Anne Arundel County
CM01 11.50
BOOK 499 PAGE 19

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 485 FOLIO _____ ON Page 297 (DATE) 5/10/85 9:51

1. DEBTOR

Name K & K Trash Removal, Inc.

Address 768 Queenstown Road, Severn, Maryland 21144

2. SECURED PARTY

RECORD FEE 10.00
POSTAGE .50
#11355 C345 R01 T09:37
JUN 12 86

Name Crown Leasing, Inc.

Address 23 Walker Avenue, Baltimore, Maryland 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. **Continuation** ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. **Partial Release** ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. **Assignment** ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. **Other:** ☒ (Indicate whether amendment, termination, etc.) To correct Serial Number

Correct Serial Number:

AC148546MD

Assignee of Secured Party: First Maryland Leasecorp
25 S. Charles Street
Baltimore, Maryland 21201

1986 JUN 12 AM 10:20
CLERK OF CIRCUIT COURT
ANNE ARUNDEL COUNTY

Mailed to Secured Party

Dated 5/27/86

Fist Maryland Leasecorp

(Signature of Secured Party)

Assignee of Secured Party

Type or Print Above Name on Above Line

U.C.C.-3 STATE OF MARYLAND

Mailed to Secured Party

BOOK 499 PAGE 20

Modern Law Forms

F-907

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247907

RECORDED IN LIBER 463 FOLIO 203 ON June 28, 1983 (DATE)

1. DEBTOR

Name 310 - 3rd Street Inc. dba O'Leary's

Address 310 - 3rd Street Annapolis, MD 21401

2. SECURED PARTY

Name HOBART CORPORATION

Address World Headquarters
Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: XX
(Indicate whether amendment, termination, etc.) TERMINATION

D4120

Clerk of Circuit Crts. - Annapolis

RECORD FEE 10.00
POSTAGE .50
#11345 C77 R01 T09:51
JUN 12 86

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 12 AM 10: 20
E. AUBREY COLLISON
CLERK

CR CLERK

Dated May 23, 1986

HOBART CORPORATION
(Signature of Secured Party)

Wendy J. Cronin
Type or Print Above Name on Above Line

UCC-3 STATE OF MARYLAND

Mailed to Secured Party

F - 907

BOOK 499 PAGE 21 Modern Law Forms

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 238848

RECORDED IN LIBER 440 FOLIO 5 ON July 17, 1981 (DATE)

1. DEBTOR

Name O'Leary, Thomas J. dba O'Leary's Seafood Market

Address 310 3rd Ave. Annapolis, MD 21403

2. SECURED PARTY

Name HOBART CORPORATION

Address World Headquarters
Troy, Ohio 45374

RECORD FEE 10.00
POSTAGE .50
#11346 CTTT R01 T09:51
JUN 12 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: ☒ (Indicate whether amendment, termination, etc.) TERMINATION tf 418059

Clerk of Circuit Crt. - Annapolis

1986 JUN 12 AM 10:20
E. AUBREY COLLISON
CLERK

Dated May 23, 1986

HOBART CORPORATION
(Signature of Secured Party)
Wendy J. Cronin
Type or Print Above Name on Above Line

UCC-3 STATE OF MARYLAND

Mailed to Secured Party

262305

BOOK 499 PAGE 22

☐ TO BE ☒ NOT TO BE } RECORDED IN LAND RECORDS

☐ SUBJECT TO ☒ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF $ _____

FINANCING STATEMENT

1. Debtor(s):
   A.J. Kirby Construction, Inc.
   Name or Names—Print or Type
   788 General Hwy. Millersville, Md 21108
   Address—Street No., City - County State Zip Code

   Name or Names—Print or Type
   Address—Street No., City - County State Zip Code

2. Secured Party:
   John Deere Industrial Equipment Company
   Name or Names—Print or Type
   400 19th Street Moline, Ill. 61265
   Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

RECORD FEE 11.00
POSTAGE .50
#11348 C777 R01 T09:53
JUN 12 86

4. If above described personal property is to be affixed to real property, describe real property.

One (1) New John Deere 310B Wheel Loader Backhoe S/N 720470

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☐ are ☒ are not covered.

CR CLERK

RECORDED FOR RECORD
CALVERT COUNTY
1986 JUN 12 AM 10: 20
E. AUDREY COLLISON
CLERK

DEBTOR(S):
A.J. Kirby Cosntruction, Inc.
By: _____
(Signature of Debtor)
Albert J. Kirby Pres
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:
John Deere Industrial Equipment Co.
(Company, if applicable)

(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address John Deere Industrial Equipment Company
400 19th Street , Moline, Ill 61265

Mailed to Secured Party

262306

BOOK 499 PAGE 23

JPM: 6/4/86

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS - ANNE ARUNDEL COUNTY

NOT SUBJECT TO RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. Debtor:

Northway Limited Partnership

Address:

17 W. Pennsylvania Avenue
Suite 500
Towson, Maryland 21204

2. Secured Party:

Provident Bank of Maryland

Address:

114 E. Lexington Street
Baltimore, MD 21202

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air condition, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) All of the Debtor's partnership assets and property, including all future capital contributions;

1986 JUN 12 AM 11:40
MARGARET COLLISON
CLERK
CR CLERK
RECORD FEE 23.00
POSTAGE .50
#24334 CASS REC T11:37 JUN 12 86

230
50

(c) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(d) All documents, instruments, general intangibles, chattel paper, contract rights and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

4. The aforesaid items are included as security in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Michael E. Williams and Raymond E. Schlissler, Trustees and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to Provident Bank of Maryland (the "Bank").

5. Proceeds of collateral are covered hereunder.

6. The land consists of a parcel of land containing approximately 9.6 acres of land more particularly described in Exhibit A attached hereto.

Debtor:

NORTHWAY LIMITED PARTNERSHIP

By: CONTINENTAL REALTY
INVESTORS CORP.,
General Partner

By: _____, President

By: JHP DEVELOPMENT COMPANY,
INC., General Partner

By: _____, President

Dated: June 4, 1986

MR. CLERK: After recording, please return to:

Jeffrey P. McCormack, Esquire
Semmes, Bowen & Semmes
10 Light Street
Baltimore, Maryland 21202

OUTLINE DESCRIPTION OF A PARCEL
OF LAND LOCATED AT THE INTERSECTION OF
MARYLAND ROUTE 3 and OLD MILL ROAD

All that tract or parcel of land situate in the Third Election District of Anne Arundel County, Maryland and is more particularly described as follows:

BEGINNING for the same at an iron pin set in the easterly right-of way line of Maryland Route 3 as shown on State Roads Commission Plat #15819 and recorded in deed Liber 2410 at Folio 703 at the point of intersection with the south line of Lot 2 as shown on a plat recorded in Plat Book 87 at Folio 19 as Plat #4544. Thence leaving said point of beginning and binding the south line of Lot 2 as aforesaid and referring the courses of this description to the Maryland State Grid Meridian.

1) North 84°51'20" East 220.00 feet to an iron pin set, thence leaving said iron pin set,

2) North 23°24'17" West 42.12 feet to an iron pin set thence, leaving the easterly line of Lot 2 as aforesaid and binding the northerly line of a parcel of land conveyed by Jerome Stellar and Rae Sylvia Stellar, Paul Kalin and Doris B. Kalin to John W. Skipper, Jr., Chairman of the Trustees by a deed recorded among the land records of Anne Arundel County, Maryland in deed Liber 3966 at Folio 595.

3) North 84°51'20" East 264.32 feet to an iron pin set, thence leaving said iron pin set and binding a westerly line of land of John W. Skipper, Jr., as aforesaid,

4) North 05°08'40" West 40.00 feet to an iron pin set, thence continuing to bind the northerly line of land of John W. Skipper Jr., as aforesaid,

5) North 84°51'20" East 400.00 feet to an iron pin set, thence binding a easterly line of land of John W. Skipper, Jr., as aforesaid,

6) South 05°08'40" East 40.00 feet to an iron pin set, thence leaving said iron pin set and binding the northerly line of land of John W. Skipper, Jr., as aforesaid,

7) North 84°51'20" East 240.00 feet to an iron pin set in the westerly line of a parcel of land conveyed to the Board of Education of Anne Arundel County as recorded in deed Liber 2357 at Folio 749, thence leaving said iron pin set and binding the westerly line of land conveyed to the Board of Education as aforesaid along a curve deflecting to the left,

8) 36.28 feet, said curve having a radius of 2000.00 feet and being subtended by a chord bearing South 04°23'38" East 36.28 feet to the end of said curve, thence continuing to bind the west line of land of the Board of Education of Anne Arundel County as aforesaid,

9) South 04°54'42" East 3.72 feet to an iron pipe found at the north easterly corner of a parcel of land conveyed to Max R. Israelson as recorded in deed Liber 2410 at Folio 703, thence leaving said iron pipe found and continuing to bind the westerly line of a parcel of land conveyed to the Board of Education of Anne Arundel County as aforesaid,

10) South 04°50'52" East 397.12 feet to an iron pipe found in the northerly right-of-way line of Old Mill Road thence leaving the iron pipe found and binding the northerly right-of-way line of Old Mill Road as shown on a State Roads Commission Plat #15819 recorded in deed Liber 2410 at Folio 703 the following eight courses:

11) South 85°18'29" West 336.06 feet to an iron pin set,

12) South 89°48'41" West 38.21 feet to an iron pin set,

13) South 89°36'09" West 65.25 feet to an iron pin set,

14) South 85°30'26" West 52.98 feet to an iron pin set,

15) South 77°05'38" West 52.87 feet to an iron pin set,

16) South 74°05'58" West 52.87 feet to an iron pin set,

17) South 71°05'38" West 52.87 feet to an iron pin set,

18) South 68°05'38" West 18.89 feet to an iron pin set, thence leaving said iron pin set and binding the easterly line of a parcel of land conveyed to the McDonalds Corporation as recorded in deed Liber 2951 Folio 499,

19) North 32°10'12" West 227.67 feet to an iron pin set, thence

20) South 57°49'48" West 43.00 feet to an iron pin set, thence

21) North 32°10'12" West 15.00 feet to an iron pin set, thence continuing to bind the northerly line of land conveyed to McDonalds Corporation as aforesaid,

22) South 57°49'48" West 159.00 feet to an iron pin set on the easterly right-of-way line of Maryland Route 3 as shown on State Roads Commission Plat #15819, thence leaving said iron pin set and continuing to bind the east right-of-way line of Maryland Route 3,

23) 79.17 feet along a curve deflecting to the left, said curve having a radius of 16,281.20 feet and being subtended by a chord bearing North 32°18'36" West 79.17 feet thence leaving said iron pin and continuing to bind the east right-of-way line of Maryland Route 3

24) North 32°26'57" West 253.63 feet to the point and place of beginning and containing an area of 9.596 acres of land according to a survey prepared by C.H. Miller & Associates, Inc. and dated May 1985 and updated May 27, 1986.

Mailed to Secured Party

8300

LAW OFFICES
MICHAELSON & SIMMONS, P.A.
215 MAIN STREET
P.O. BOX 11
ANNAPOLIS, MD 21404

2622307

BOOK 499 PAGE 28

FINANCING STATEMENT

RECEIVED FOR RECORD
CIRCUIT COURT ANNE ARUNDEL COUNTY
1986 JUN 12 PM 2:33
E. AUBREY COLLISON
CLERK

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel **County, Maryland for filing pursuant to the Uniform Commercial Code.**

NAME OF DEBTOR	ADDRESS
1. LEROY A. WADE III and ANDREA L. WADE	1228 Blue Ridge Court Annapolis, Md. 21401

NAME OF SECURED PARTY	ADDRESS
2. Annapolis Federal Savings and Loan Association	140 Main Street Annapolis, Md. 21401

RECORD FEE 12.00
POSTAGE .50
#11423 C345 R01 T14:29
JUN 12 86

3. This Financing Statement covers the following items of property: All fixtures, furnishings, appliances, equipment, machinery, chattels, and articles of personal property as well as all replacements thereof, now or at any time hereafter affixed to, place upon, or used in any way in connection with the use, occupancy or operation of the realty described below, including but not limited to all partitions, all plumbing, electrical, gas, lighting, heating, ventilating and air conditioning fixtures and equipment as well as all carpeting, floor coverings, refrigerators and/or freezers, ranges, stoves, cabinets, mirrors, waste**

4. This Financing Statement is not subject to a Recordation Tax.

5. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a deed of trust from the aforesaid debtors securing the aforesaid secured party, dated June 5, 1986 **and recorded simultaneously herewith (or prior hereto) among the Land Records of** Anne Arundel **County, Maryland.**

CR CLERK

**food disposals, compactors, dishwashers, dryers and washers.

EXECUTED THIS 5th **DAY OF** June **1986.**

ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOCIATION

BY Anthony H. Dawson

Leroy A. Wade III

Andrea L. Wade

(Debtors)

ATTEST: Angela M. Duffield

(Secured Party)

Mailed to Assignee

STATE OF MARYLAND

BOOK 499 PAGE 29

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

262303

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Price Company

Address 601 Ordnance Road, Glen Burnie, MD

2. SECURED PARTY

Name The Armstrong Rubber Company

Address 500 Sargent Drive, P. O. Box 2001; New Haven, CT 06536-0201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Debtor hereby grants to Secured Party a continuing security interest in all of Debtor's inventory manufactured, sold or bearing the brand or trademark of Secured Party, wherever located, now owned or hereafter acquired and all proceeds therefrom, including accounts receivable to secure all indebtedness owed by Debtor to Secured Party.

RECORD FEE 11.00
POSTAGE + .50
#11400 C777 R01 T13:49
JUN 12 86

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 12 PM 3:27
E. AUBREY COLLISON
CLERK

CR CLERK

THE PRICE COMPANY
(Signature of Debtor)

Mitchell Lynn
Type or Print Above Name on Above Line

V.P.
(Signature of Debtor)

Type or Print Above Signature on Above Line

THE ARMSTRONG RUBBER COMPANY
W. C. Coates, Assistant Credit Mgr.
(Signature of Secured Party)

W COATES
Type or Print Above Signature on Above Line

Mailed to Secured Party

M# 30206-1

FINANCING STATEMENT

File No. _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR

Robert Whittington
111 Church Road
Arnold, MD 21212

County:– Anne Arundel

SECURED PARTY

ALBAN TRACTOR CO. INC.
8531 Pulaski Highway
Baltimore County, Maryland 21237

RECORD FEE 11.00
POSTAGE .50
#11406 C777 R01 T14:02
JUN 12 86

ASSIGNEE OF SECURED PARTY:

This financing statement covers the following items of personal property:

		MANUFACTURER	MODEL	TYPE	SERIAL NO.
1	New	Caterpillar	D3B	Tractor	87V03436

This transaction is exempt from the Recordation Tax.

Date: June 6, 1986 Proceeds of Collateral are covered.

DEBTOR

Robert Whittington

By: Robert Whittington

Robert Whittington, Owner
(Type Name and Title)

SECURED PARTY

ALBAN TRACTOR CO., INC.

By: [signature]

MANAGER,
FINANCIAL SALES
(Type Name and Title)

Return to: ALBAN TRACTOR CO. IN C/O P.O. BOX 9595, BALTIMORE, MD 21237

FS 10M 1/76

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 12 PM 3:28
E. AUBREY COLLISON
CLERK

CR CLERK

BOOK 499 PAGE 31

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Dynamic Images Inc.
517 Benfield Road
Severna Park, MD 21146

2. Secured Party(ies) and address(es)

ITEK LEASING CORP.
P.O. Box 1452
Rochester, NY 14603

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE. .50
#11408 C777 R01 T14:08
JUN 12 86

4. This statement refers to original Financing Statement bearing File No. 61842 438-237
Filed with Anne Arundel County Date Filed June 2, 19 81

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☒ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

To Amend Secured Party N/K/A
METLIFE CAPITAL CREDIT CORP.
Ten Stamford Forum
Stamford, CT 06904

CL# 2619

No. of additional Sheets presented:

METLIFE CAPITAL CREDIT CORP.

By: Gerald L. Gerard
Signature(s) of Secured Party(ies)

By:
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10.50

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 12 PM 3:28
E. AUBREY COLLISON
CLERK

J-SS/MS
11/30/82
9/6/83
1/4/85
4/3/85

262313

BOOK 499 PAGE 32

☐ TO BE ☒ NOT TO BE } RECORDED IN LAND RECORDS

☐ SUBJECT TO ☒ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF $_____

FINANCING STATEMENT

1. Debtor(s):

Lakshman & Shanthi Jayawardana
Name or Names—Print or Type
3104 Wallford Drive, Apt A ; Baltimore, MD 21222
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

RECORDING FEE 12.00
POSTAGE .50
#11411 C777 R01 T14:18
JUN 12 86

2. Secured Party:

Arundel Property Investors Limited Partnership
Name or Names—Print or Type
Commercentre East B, Suite 270
1777 Reisterstown Rd. Baltimore Maryland 21208
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All inventory, fixtures and equipment in Store #100-103 Jumpers Mall, Anne Arundel County, Maryland also known as 8130 Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.

4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers - the Mall & More" recorded in the land records of Anne Arundel County, Maryland at 3776/72-1.

5. If collateral is crops, describe real estate.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 12 PM 3:28
E. AUBREY COLLISON
CLERK

CR CLERK

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☐ are ☒ are not covered.

DEBTOR(S):

(Signature of Debtor)
Lakshman Jayawardana
Type or Print

(Signature of Debtor)
Shanthi Jayawardana
Type or Print

SECURED PARTY:
ARUNDEL PROPERTY INVESTORS LIMITED PARTNERSHIP (LANDLORD)
BY: CHURCHVILLE EQUITIES LIMITED PARTNERSHIP (ITS GENERAL PARTNER)
(Company, if applicable)

(Signature of Secured Party)
By: Robert E. Statkiewicz, General Partner
Type or Print

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

TSC MANAGEMENT COMPANY, INC. - Commercentre East B, Suite 270
1777 Reisterstown Rd.
Baltimore, MD 21208

12.50

Mailed to Secured Party

STATE OF MARYLAND BOOK 499 PAGE 33

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

262310

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#11414 C777 R01 T14:22
JUN 12 86

1. DEBTOR

Name Paul L. Bradham

Address 956 Shore Acres Road Arnold, MD 21012

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA SOUTHEAST DIVISION

Address 4444 SHACKLEFORD RD. NORCROSS, GEORGIA 30093

Assignee:
N.J.Richardson & Sons, Inc.
6400 Windsor Mill Road
Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

see above

one Kubota L2850DT-7 tractor - serial # 51262
one Kubota BF500 loader - serial # 11217
one Woods BH750 backhoe - 3059
one D & M wagon - NSN
one King Kutter KKBB66 box scraper - NSN

KCC #54900-836833

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

1986 JUN 12 PM 3:28
CLERK
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Paul L. Bradham
(Signature of Debtor)

Paul L. Bradham
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W. E. Richardson, Pres
(Signature of Secured Party)

W. E. RICHARDSON, PRES.
Type or Print Above Signature on Above Line

Anne Arundel County $12.50

662311

BOOK 499 PAGE 34

FINANCING STATEMENT

☒ Not Subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is $ _____

To Be Recorded in Land Records (For Fixtures Only).

NAME	ADDRESS No. Street	City	State
1. Debtor(s) (or assignor(s)) Birchwood Yachts U.S.A., Inc.	4801 Massachusetts Ave.,	Washington, D.C.	20016
	~~P O Box 125, 4805 Riverside Dr.,~~	~~Gaithsville, Md.~~	~~20765~~
	1402 Colony Rd.,	Pasadena, Md.	21122
2. Secured Party (or assignee) CENTURY NATIONAL BANK	1875 Eye Street, N.W.,	Washington, D.C.	20006

3. This Financing Statement covers the following types (or items) of property:

A lien on two (2) Yachts as more fully described in a Schedule "B" attached hereto and made a part hereof.

RECORD FEE 11.00
POSTAGE .50
#11482 C345 R01 T15:50
JUN 12 86

1986 JUN 12 PM 3:51
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
CR CLERK

CHECK X THE LINES WHICH APPLY

4. ☐ (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

☐ Title Owner of Real Estate: _____

5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
(If products of collateral are claimed) Products of the collateral are also covered.

6. ☒ Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.
Attn: Teresa A. DeWitt

Secured Party:

CENTURY NATIONAL BANK

By: ✓ Frank J. Merendino

Type Name Frank J. Merendino

Title Assistant Vice President

Debtor(s) or Assignor(s)

Birchwood Yachts U.S.A., Inc.

By: ✓ R. C. Smith, Jr.
Robert Calhoun Smith, Jr., President

Type or Print Name and Title of Each Signature

11 00

CL 25 (5/82)

SHCEDULE "B"

THIS SCHEDULE B is attached to and made a part of a Financing Statement by and between Century National Bank, a national banking association and Birchwood Yachts U.S.A., Inc. a maryland corporation.

Collateral Description of Two (2) Yachts

BOOK 499 PAGE 35

One (1) Commador 31 foot yacht Hull #BIR31012G585
Port Engine #40778
Starboard Engine #38534

One (1) T.S. 33 foot yacht Hull #BIR33010A585
Port Engine #1000481
Starborad Engine #

Rej
INIT

Birchwood Yachts U.S.A., Inc.

By: R C Smith Jr (SEAL)
Robert Calhoun Smith, Jr., President

Mailed to Secured Party

Gershbers Honeyman et al
110 St Paul Street Ste 702 Mtle Bldg
Balto MO
21202-1745

BOOK 499 PAGE 36

262312

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (✓) YES ( ) NAME OF RECORD OWNER _____

Clerk of the Court
Anne Arundel County, Maryland

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORD FEE 11.00
POSTAGE .50
#11508 C777 R01 T08:54
JUN 13 86

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Jerry T. Blackwell, Sr.

4027 Elmora Ave.
Baltimore, Md. 21213

Check the box indicating the kind of statement.
Check only one box.

(X) ORIGINAL FINANCING STATEMENT

( ) CONTINUATION-ORIGINAL STILL EFFECTIVE

( ) AMENDMENT

( ) ASSIGNMENT

( ) PARTIAL RELEASE OF COLLATERAL

( ) TERMINATION

Name & address of Secured Party

Staunton Tractor, Inc.
Rt. 4 X Box 105B
Staunton , Va. 24401

Name & address of Assignee

Planters Bank & Trust Co.

Staunton, Va. 24401

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

New/ Honda 3813 Lawn Tractor Ser. # 5015405

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

1986 JUN 13 AM 9:18
E. AUBREY COLLISON
CLERK

Describe Real Estate if applicable:

Jerry T. Blackwell Sr.
Signature of Debtor if applicable (Date) 5/30/86

Staunton Tractor Inc
by Lee S. Baker
Signature of Secured Party if applicable (Date) 5/30/86

Mailed to Secured Party

1150

262313 BOOK 499 PAGE 37

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Morris, Charles R.
Morris, Ina Jane
8335 New Cut Road
Severn, Maryland 21144

2. Secured Party(ies) and address(es)

Royal Insurance
150 William Street
New York, NY 10038

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
#11509-C777 R01 T08:54
JUN 13 86

4. This financing statement covers the following types (or items) of property:

All of Debtor's right, title and interest as a limited partner in Village Green Apartments Associates Limited Partnership, a Connecticut Limited Partnership, including the right to receive distributions, proceeds and return of capital contributions.

NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: XX Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Charles R. Morris
Ina Jane Morris
By: _____
Signature(s) of Debtor(s)

Royal Insurance
By: Thomas King, agent
Signature(s) of Secured Party(ies) Thomas King

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1986 JUN 13 AM 9:18
E. AUBREY COLLISON
CLERK

Anne Arundel 218 50 5761
5/31 A

262314

BOOK 499 PAGE 38

Buyer's (Debtor's) Name (Last name first) Maurice Teitelbaum, Maurice B	Purchaser's Mailing Address 1583 Snug Harbor Rd, Shady Side, Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address Maryland 20764 Zip Code
Seller's Name Annapolis 4A Rentals	Seller's Address 1919 Lincoln Drive, Annapolis, MD 21401 Zip Code

BUYER'S SOC. SEC. NO. (First Signer) 218-50-5761

RECORD FEE 11.00
POSTAGE .50
#11510 C777 R01 T08:55
JUN 13 86

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	750	Utility Diesel Tractor w/Bar	018743
				tires, MFWD, roll guard, Hydraulic	
				pkg., power steering	
1	N	JD	67	Loader w/54" Bucket	015757
1	N	JD	261	grooming mower	537462

FINANCING STATEMENT
FOR FILING

This statement is not to be recorded among the Land Records.

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 13 AM 9:18
E. AUBREY COLLISON
CLERK

CR CLERK

CHECK X ITEMS WHICH APPLY

☐ (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)

☒ Proceeds of collateral are also covered.

☐ Products of collateral are also covered.

Transaction (is) (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred $_____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
PO Box 4949
Syracuse, NY 13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
P.O. Box ~~505~~ 4949
Syracuse, N.Y. ~~13201~~ 13221

Anne Arundel, MD

Debtor resides in Anne Arundel, MD (County) (State)

Note dated and signed 5/31/86 (Date)

Debtor's Telephone No. 301-269-5670

X Maurice B. Teitelbaum
(Debtor's Signature)

Maurice B. Teitelbaum
(Debtor's Signature)

Annapolis 4A Rental
(Seller's Name)

David B. Graham
Seller's (Secured Party) Signature

David B. Graham

(Do not write below this line)

Mailed to Secured Party

BOOK 499 PAGE 39

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Commercial Drapery Contractors, Inc.

2661 Riva Road, Suite 410
Annapolis, Maryland 21401

2. Secured Party(ies) and address(es)

Maryland National Bank
Attn. L.D.R. Unit 02 04 03
P.O. Box 17372
Baltimore, Maryland 21203

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#11511 C777 R01 T08:56
JUN 13 86

4. This statement refers to original Financing Statement bearing File No. #251739 Book 480 Page 80

Filed with Circuit Court A.A. Co. Date Filed November 30 19 84

5. ☐ **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ **Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

Maryland National Bank

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 13 AM 9:18
MOSHTOD E. COLLISON
CLERK

Mailed to Secured Party

BOOK 499 PAGE 40

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Commercial Drapery Contractors, Inc.
2510 Riva Road, Suite 111
Annapolis, Maryland 21401

2. Secured Party(ies) and address(es)

Maryland National Bank
Attn. Loan Operations (02-04-07)
P.O. Box 17047
Baltimore, Maryland 21203

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
#11512 C777 R01 T08:57
JUN 13 86

4. This statement refers to original Financing Statement bearing File No. #244746 Book 455 Page 262

Filed with Circuit Court A.A. Co. Date Filed October 25 19 82

5. ☐ **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ **Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

Maryland National Bank
By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

1986 JUN 13 PM 9:18
CLERK OF THE CIRCUIT COURT
ANNE ARUNDEL COUNTY
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 41

262315

FINANCING STATEMENT

[X] Not subject to recordation tax
[ ] Subject to recordation tax on principal amount of $.....

1. Name of Debtor(s): Eastern Petroleum Corporation
Address: 33 Hudson St.
Annapolis, Md. 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

RECORD FEE 12.00
POSTAGE . .50
#11513 CTT7 R01 T08:59
JUN 13 86

3. This Financing Statement covers the following types (or items) of property:

6 Dual 1-product pumps suction with hoses and nozzles

4 pipe guards

2 Islands forms

1 Gilbarco Dual product 262IJ90

4. Check the statements which apply, if any, and supply the information indicated:

[ ] (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECEIVED FOR RECORD
CHARLES COUNTY, MD.
1986 JUN 13 AM 9:18
E. AUBREY COLLISON
CLERK

CR
CLERK

[X] Proceeds of the collateral are also covered.

[ ] Products of the collateral are also covered.

Debtor(s): Eastern Petroleum Corporation

J. Kent McNew - President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: .....
John J. Feldman, III - District Manager
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

045-580/2 Rev 5-79

STATE OF MARYLAND BOOK 499 PAGE 42

FINANCING STATEMENT FORM UCC-1 Identifying File No. #

262316

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Simpson Land Company

Address 210 Holiday Court, Annapolis, Maryland 21401

2. SECURED PARTY

Name NATIONAL SURETY LEASING, INC.

Address 672 Greenbriar Lane, Annapolis, Md. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

ONE (1) Mita DC-152Z Copier
Serial Number # 36023146
ONE (1) Mita 10-Bin Sorter
Serial Number # 57000717
ONE (1) Mita Copier Stand

CONDITIONAL SALES CONTRACT

Name and address of

RECORD FEE 11.00
POSTAGE .50
#11514 C777 R01 T09:00
JUN 13 86

1986 JUN 13 AM 9:18
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT ANNE ARUNDEL COUNTY

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

CR CLERK

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

The Simpson Land Company

X

(Signature of Debtor)

John A. Simpson, Sr./President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

Mailed to Secured Party

STATE OF MARYLAND

BOOK 499 PAGE 43

Identifying File No. _____

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6-9-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

262317

Name U. S. NAVAL INSTITUTE

Address 2062 GENERAL HIGHWAY; ANNAPOLIS, MD 21401-6780

2. SECURED PARTY

Name Decision Data Computer Corp.

Address 400 Horsham Road; Horsham, PA 19044-0992

RECORD FEE 13.00
#11670 C777 R01 T10:09
JUN 16 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) 3761-61 Workstation
w/F1391-00

and including all replacement equipment.

Name and address of Assignee

Circuit Court Clerk of Anne Arundel County
6-9-86 Agt. #15-1532

"NOT SUBJECT TO RECORDATION TAX"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

CR CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUN 16 AM 11:06
E. AUBREY COLLISON
CLERK

V. Dadamo
(Signature of Debtor)

U.S. NAVAL INSTITUTE: V.DADAMO Atty-in-Fact
c/o Decision Data Computer Corp.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

H Bernard
(Signature of Secured Party)

H. BERNARD, SR.V.P.
Decision Data Computer Corp.
Type or Print Above Signature on Above Line

LEASE/PURCHASE AGREEMENT

TO: DECISION DATA COMPUTER CORPORATION

AGREEMENT NO.: 157532

BRANCH OFFICE ADDRESS: 8401 CORPORATE DR LANDOVER MD 20785

BRANCH OFFICE NO.: 57125

BOOK 499 PAGE 44

NAME AND ADDRESS OF PURCHASER: USNAVAL INSTITUTE 2062 GENERAL HGWY ANNAPOLIS MD 21401-6780

CUSTOMER NO.: 9518

The Purchaser agrees to purchase at the prices specified below and Decision Data Computer Corporation (Decision Data) by its acceptance of this Agreement by signature at its Home Office agrees to sell, on the following terms and conditions, the Equipment and features (called Equipment) listed below.

EQUIPMENT TYPE/FEATURE	QTY.	PURCHASE PRICE			INSTALLMENT PURCHASE MONTHLY CHARGE		NO. OF MONTHLY PAYMENTS	INSTALLMENT PURCHASE PRICE	
		PER UNIT		TOTAL	PER UNIT	TOTAL		PER UNIT	TOTAL
(A)	(B)	LIST (C)	QTY. PRICE (D)	QTY. PRICE (E)	(F)	(G)	(H)	(I)	(J)
3761-61	1	~~1320~~	1280	1280	~~45~~ 44	~~45~~ 44	36	~~1620~~	~~1584~~
F1391-00	1	N/C						1584	N/C

CALCULATIONS: Column (E) = (B) x (D) Column (G) = (B) x (F) Column (I) = (F) x (H) Column (J) = (G) x (H)

Location of Installation. If Equipment is to be at more than one location, use separate continuation sheet for each location.

same as above

Total Purchase Price* . . . . . .$ ~~1620~~ 1280
plus
Finance Charge . . . . . .$ ~~340~~ 304
equals
Total Lease/Purchase Price . . . . . .$ ~~1960~~ 1584

*Does not include applicable taxes, delivery, installation, interim rent and like charges. See Sections 1, 2, and 6.

THIS SALE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE. THE PURCHASER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT ALONG WITH ATTACHMENTS OR EXHIBITS, IF ANY, CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. DECISION DATA SHALL NOT BE BOUND BY ANY REPRESENTATION, PROMISE OR INDUCEMENT MADE BY ANY AGENT, EMPLOYEE, REPRESENTATIVE OR OTHER PERSON IN ITS EMPLOY NOT EMBODIED IN THIS AGREEMENT. FURTHER, THE PURCHASER AGREES THAT THIS AGREEMENT SHALL NOT BE BINDING ON DECISION DATA UNLESS ACCEPTED BY AN AUTHORIZED OFFICER AT THE HOME OFFICE OF DECISION DATA.

DECISION DATA COMPUTER CORPORATION

ACCEPTED BY: Michael D. B.

Michael D. Brady
Senior Vice President, Marketing
Title and Date

OCT 14/86

– US NAVAL INSTITUTE

ACCEPTED BY: – JAMES W. PATTERSON
Name (Type or Print)

James W. Patterson DIR ADP

DD-0519-CF (9/84)

REGION

1. Terms and Charges
This Agreement shall become effective upon its execution by an authorized officer of Decision Data.

The monthly charge for each unit of Equipment shall be due on the first day of the month immediately following the Date of Installation of such item of Equipment and on the first day of each month thereafter until the Lease/Purchase Price for such unit has been paid. In addition to the monthly charge, Purchaser shall pay an interim rental charge for the use of each item of Equipment from the date such unit is installed and accepted by the Purchaser to the first day of the following month at the daily rate of one-thirtieth (1/30th) of the stated monthly charge. In the event the monthly charge is not paid when due, Decision Data may charge a late fee on the overdue amount at a rate not to exceed two (2%) percent per month.

Payment of all other charges assessable under the terms of this Agreement shall be made upon the Purchaser's receipt of the invoice therefor.

The Purchaser agrees to pay when due all taxes, however designed, levied or based, whether payable by Decision Data or the Purchaser, on or relating to this Agreement, any payments to be made hereunder or on the Equipment, including without limitation personal property taxes, state and local sales, use, privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof, paid or payable by Decision Data, exclusive, however, of taxes based on Decision Data's net income.

The Purchaser may [illegible] prepay all of any part of the balance of the Total Lease/Purchase Price. The Purchaser [illegible] such a prepayment shall be determined in accordance with the "Rule of 78s."

2. Transportation and Installation
Decision Data will ship the Equipment to the location of installation designated on the face page hereof, F.O.B. Decision Data's plant. The purchaser shall pay all transportation, handling, insurance and crating charges. Except as set forth in Section 6 (b), the day (Monday through Friday) on which Decision Data determines that a unit of Equipment has been placed in good working order shall be considered the Date of Installation of such unit for all purposes of this Agreement.

3. Usage
The Purchaser shall possess and use the Equipment only in accordance with this Agreement and subject to such other rules as may be prescribed by applicable law. Decision Data shall have the right, upon reasonable prior notice to the Purchaser and during the Purchaser's regular business hours, to inspect the Equipment wherever it may be located.

4. Maintenance and Repair
The Purchaser shall, at its expense, maintain the Equipment and all additions, attachments and accessories thereto, in good condition and running order and provide proper supervision and management over its use and operation, in order to preclude its abuse and preserve its operating efficiency until the Total Lease/Purchase Price and all other charges have been paid. The Purchaser shall be responsible for any loss or damage to the Equipment from any cause whatsoever. Repairs, alterations and attachments to the Equipment may be made only by Decision Data, or a qualified third party with the prior written consent of Decision Data. Any additions, attachments, accessories, repairs and replacements to the Equipment shall become part of the Equipment. Except for Decision Data's security interest, no action which might result in the creation or attachment of a mechanic's or materialman's lien or any other lien or encumbrance on any item of Equipment shall be permitted.

5. Risk of Loss; Title
During the period the Equipment is in transit up to the date of delivery to the Purchaser, Decision Data and its insurers, if any, relieve the Purchaser of responsibility for all risk of loss or damage to the Equipment. After the date of delivery, the risk of loss or damage shall be on the Purchaser. Upon timely payment by the Purchaser of the Total Lease/Purchase Price and all charges due hereunder, title to the Equipment shall pass to the Purchaser and the Purchaser will accept the Equipment in "as is" condition. The Purchaser agrees that no transfer, renewal, extension or assignment of this Agreement or any interest hereunder or liability to or that for destruction of the Equipment shall release the Purchaser from any obligation hereunder.

6. Customer Set-Up Equipment; Date of Installation
Decision Data may designate certain Equipment to be Customer Set-Up Equipment ("CSU Equipment") which is Equipment that the Purchaser agrees to install without the assistance of Decision Data, and the Purchaser shall do so in compliance with Decision Data's then current policies and procedures relating to preinstallation planning, installation, usage, and maintenance of CSU Equipment. If requested by the Purchaser, Decision Data may in its sole discretion, install CSU Equipment and, in such event, the Purchaser shall pay Decision Data for said service on the basis of Decision Data's then current terms, conditions and prices. For purposes of this Agreement, the Date of Installation of CSU Equipment shall be deemed to be the second business day following the date the Equipment is received by the Purchaser. In the event CSU Equipment arrives at the Purchaser's location damaged, the Purchaser shall immediately notify Decision Data of such damage and Decision Data shall, at its option, either repair or replace said item. Notwithstanding anything else in this Agreement to the contrary, if the Purchaser fails to so notify Decision Data within ten (10) days of receipt, Decision Data shall repair or replace the damaged Equipment at the Purchaser's expense based upon Decision Data's then current charges.

Except for CSU Equipment, Equipment purchased under this Agreement shall be installed and placed in good working order by Decision Data, and the Date of Installation for such Equipment shall be the day (Monday through Friday) on which Decision Data determines that the Equipment has been placed in good working order.

7. Net Payments; No Abatement
The monthly payments hereunder are intended to be net to Decision Data. The Purchaser shall not be entitled to any abatement of the monthly payments or other amounts due hereunder or any reduction thereof, including, but not limited to, abatement or reduction due to any present or future claims by the Purchaser against Decision Data or any assignee under this Agreement or otherwise, nor except as otherwise expressly provided herein, shall this Agreement terminate or the obligations of the Purchaser be effected because of any defect in, damage to, or loss or destruction of all or any part of the Equipment from whatsoever cause, interference with its use or for any other cause or reason whatsoever.

8. Purchase Period
The Purchaser agrees to accept for delivery the total number of items set forth on the face page of this Agreement within six (6) months after this Agreement is executed by an authorized officer of Decision Data (the "Purchase Period"). Notwithstanding the foregoing, if the Purchaser has received a Quantity Purchase Price pursuant to a Lease/Purchase Agreement signed by the Purchaser during the six (6) month period prior to the date of this Agreement, then the "Purchase Period" for purposes of this Agreement shall be the six (6) month period commencing from the date the earlier Lease/Purchase Agreement was executed by an authorized officer of Decision Data.

If the Purchaser fails to accept such deliveries within the Purchase Period, Decision Data may increase the prices for those units not accepted for delivery upon thirty (30) days prior written notice to the Purchaser and require the Purchaser to sign a new Lease/Purchase Agreement for such units evidencing the higher price. The Purchaser may cancel the order for such units by giving written notice to Decision Data within twenty (20) days after the giving of notice of such price increase by Decision Data, otherwise the new prices shall be deemed acceptable to the Purchaser. In the event the Purchaser received a Quantity Purchase Price at the time of signing this Agreement and the Purchaser fails to accept for delivery all of the items of Equipment set forth on the face page of this Agreement within the Purchase Period (and such failure is not caused by the negligence of Decision Data), then the Purchaser agrees to pay for each unit of Equipment accepted for delivery during the Purchase Period, within thirty (30) days of the invoice date, an amount equal to the difference between (X) the Quantity Purchase Price as set forth on the face of this Agreement which was used to calculate the monthly charge hereunder for such unit of Equipment and (Y) the Quantity Purchase Price as of the time such unit was delivered that would have been applicable to the quantity of units actually delivered during the Purchase Period.

9. Indemnity
The Purchaser shall indemnify and hold Decision Data harmless from any loss, claim, damage, action, proceeding or expense to persons or property arising out of or in a manner pertaining to the Equipment or this Agreement, except if such is caused by the negligence of Decision Data, which indemnity shall survive the termination of this Agreement.

10. Warranty
The Purchaser will be responsible for ensuring the proper use, management and supervision of the Equipment and programs, audit controls, operating methods and office procedures, and for establishing all proper check points necessary for the intended use of the Equipment. The Purchaser agrees that Decision Data will not be liable for any damages caused by the Purchaser's failure to fulfill these responsibilities. The following warranties shall apply to the Equipment:

a. **Service and Parts**
For ninety days commencing on the Date of Installation, Decision Data will maintain each unit of the Equipment in good working order at no charge to the Purchaser. At the Purchaser's request, Decision Data will make all necessary adjustments, repairs and parts replacement. All replaced parts will become the property of Decision Data on an exchange basis.

This warranty shall apply to Equipment installed outside a Decision Data serviceable area only if the Purchaser returns the unit in need of warranty service, freight prepaid, to a service center designated by Decision Data. In such event, Decision Data shall not be responsible for any loss or damage to the unit unless caused by the negligence of Decision Data while the unit is in its possession.

Decision Data's obligation is limited to furnishing on an exchange basis replacements for parts which have been promptly reported by the Purchaser as having been, in his opinion, defective and are so found by Decision Data upon inspection.

With respect to Equipment designated by Decision Data as Used Equipment, the Purchaser agrees to purchase such Equipment without warranty in "as is" condition.

Equipment designated on the face of this Agreement to be newly manufactured may consist in part of used components which are warranted equivalent to new when used in the units.

Equipment not designated on the face of this Agreement as newly manufactured will be either units which have been reassembled at a Decision Data plant from serviceable new and used parts which have been thoroughly inspected, tested and checked after assembly for good serviceability and excellent working order or units which have been previously installed with another Decision Data customer.

b. **Limitation**
The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident; disaster, which includes, but is not limited to, fire, flood, water, wind and lightning; transportation, neglect; misuse; failure to provide a suitable environment, which includes, but is not limited to, failure of electric power, air-conditioning, or humidity control; use of supplies; replacement part not supplied by Decision Data; or causes other than ordinary use.

The warranties provided by Decision Data under this Agreement do not include the following services: (i) furnishing supplies, painting or refinishing the Equipment or furnishing material therefor; (ii) electrical work external to the Equipment or installation, maintenance or removal of alterations, attachments or other devices not furnished by Decision Data; and (iii) such service which is impractical for Decision Data to render because of alterations in, or attachments to, the Equipment.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

11. Assignment
This Agreement, the Equipment and any monthly payments or other sums due or to become due hereunder, or any part of the foregoing, may be transferred or assigned by Decision Data hereunder. The Purchaser agrees that no such transferee or assignee shall assume any obligation of Decision Data hereunder, and that the obligations of the Purchaser hereunder shall not be subject, as against any such transferee or assignee, to any defense, setoff or counterclaim available to the Purchaser against Decision Data and that same may be asserted only against Decision Data, if otherwise permitted by this Agreement.

The Purchaser shall not assign or otherwise transfer or encumber any of its interest in the Equipment or this Agreement without the prior written consent of Decision Data.

12. Security
(A) Decision Data reserves a purchase money security interest in each item of Equipment, including all property presently or hereafter incorporated therein or attached thereto, and in the proceeds of the foregoing, until all amounts due to Decision Data from the Purchaser are paid.

(B) The Equipment, accessories and devices furnished under this Agreement shall, at all times and for all purposes, be considered personal property, notwithstanding the manner or mode of its attachment to the Purchaser's premises. The Purchaser shall keep such Equipment free from liens and encumbrances of any kind and shall not remove said Equipment, accessories and devices from the Purchaser's installation site address set forth on the face page hereof, without Decision Data's prior written consent. The Purchaser agrees to furnish Decision Data, at Decision Data's request, with a landlord's waiver and consent to remove all, if any, of the Equipment that is affixed or to be affixed to realty during the term of this Agreement, such release to be furnished prior to such affixation.

(C) The Purchaser shall be fully responsible for the care and safekeeping of all Equipment, accessories and devices covered hereby after the date of delivery to the Purchaser's premises and shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance thereon, during the term hereof, for the full replacement value thereof or the total amount owed by Purchaser under this Agreement, whichever is greater, naming Decision Data as an additional insured and with loss payable to Decision Data and the Purchaser as their interests may appear. In addition, the Purchaser shall procure and maintain such liability insurance coverage as may be required by Decision Data. Evidence of all of such coverage shall be provided by a certificate of insurance which is to be submitted to Decision Data and shall be satisfactory to Decision Data, such certificate to provide that in the event of cancellation of or material change in the policy, ten (10) days prior written notice of such action shall be given to Decision Date. Decision Data, at its option, may apply any proceeds of such insurance to replace the Equipment or to repay the Purchaser's obligation hereunder. If the Purchaser fails to provide such insurance or within ten (10) days after Decision Data's request fails to deliver the required certificates to Decision Data, then Decision Data may procure such insurance and add the cost to the next due monthly payment, which the Purchaser agrees to pay. The Purchaser appoints Decision Data as the Purchaser's attorney in fact to make claim for, receive payment and execute and endorse all documents, checks or drafts received in payment for any loss under any policy of insurance. In the event that such insurance shall be included under a policy covering the Purchaser's own property, such policy shall contain a clause reading substantially as follows: "... including the property of others which the assured has agreed to insure prior to loss or damage or for which the assured may be liable in the event of loss or damage ...."

(D) The Purchaser agrees to execute any financing statement and all other documents requested by Decision Data to protect the purchase money security interest in the Equipment hereby reserved by Decision Data, and to comply with state and local requirements for filing and/or recording. If the Purchaser fails to execute any such documents, Decision Data is hereby given the power and authority to execute same in the Purchaser's name. A copy of this Agreement may be filed with the appropriate state and local authorities at any time after signature by the Purchaser as a financing statement in order to perfect Decision Data's security interest. Such filing does not constitute acceptance of this Agreement by Decision Data.

13. Default; Remedies Upon Default
Should the Purchaser be in default in the payment of any money due hereunder for more than ten (10) days after such sum is due, or (b) in default in the performance of any other obligations under this Agreement for more than fifteen (15) days after the Purchaser's receipt of written notice thereof from Decision Data, or (c) default under any other existing or future agreement with Decision Date or (d) cease doing business as a going concern, commit an act of bankruptcy while insolvent or become the subject of any involuntary proceeding under the Bankruptcy Act (and such proceeding is not vacated within thirty (30) days), or (e) remove, sell, transfer, encumber, sublet or part with possession of any Equipment or attempt to permit the same, then all unpaid installments and other charges due hereunder shall immediately become due and payable and the Purchaser agrees to return the Equipment to Decision Date or its assigns on demand. In the event of any of the foregoing defaults, Decision Data may at its option do any or all of the following: (i) proceed by appropriate court action, either at law or in equity, to enforce performance by the Purchaser of the applicable terms and conditions of this agreement or to recover damages for breach thereof; (ii) terminate this Agreement, (iii) whether or not this Agreement is terminated, take immediate possession of any or all of the Equipment, if not returned by the Purchaser, wherever situated, and for such purpose enter upon any premises without liability for so doing; and (iv) sell, dispose of, hold, use or lease the Equipment as Decision Data, in its sole discretion, shall decide. The Purchaser shall in any event remain fully liable for damages as provided by law and for all costs and expenses incurred by Decision Data on account of such default including all court costs and reasonable attorney's fees. In the event Decision Data determines to sell the Equipment, it may do so after at least ten (10) days notice before the time of any intended public sale or at the time after which any private sale or other disposition of the Equipment is to be made at which sale Decision Data or its assignees may purchase. The proceeds thereof, less expenses of retaking, repairing, holding, reselling and attorney's fees, shall be credited against the amount unpaid. If after such credit a balance is still due, the Purchaser shall pay such balance forthwith as liquidated damages for breach of this Agreement. Any surplus, however, is to be paid to the Purchaser. The rights afforded Decision Data under this Section shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law. The failure of either party at any time to require performance by the other party of any provision hereof or the waiver by one party of a breach of any provision by the other shall in no way constitute a waiver of any such succeeding breach or affect the right to require such performance at any time thereafter.

14. Patent Indemnity
Decision Data will defend, at its own expense, any action brought against the Purchaser, to the extent that it is based on a claim that the Equipment supplied by Decision Data infringe a United States patent, and Decision Data will pay those costs and damages finally awarded against the Purchaser in any such action which are attributable to any such claim, but such defense and payment are conditioned on the following: (i) that Decision Data shall be notified promptly in writing by the Purchaser of any notice of such claim, and (ii) that Decision Data shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (iii) should the Equipment become, in Decision Data's opinion be likely to become, the subject of a claim of infringement of a United States patent, that the Purchaser shall permit Decision Data, at its option and expense, either to procure for the Purchaser the right to continue using the Equipment, to replace or modify the same so that they become noninfringing, or to grant the Purchaser a credit for such Equipment as depreciated and accept their return. The depreciation shall be an equal amount per year over the lifetime of the Equipment as established by Decision Data.

Decision Data shall have no liability to Purchaser under any provision of this clause with respect to any claim of patent infringement which is based upon the combination of Equipment furnished hereunder with Equipment or devices not made by Decision Data. The foregoing states the entire liability of Decision Date with respect to infringement of patents by the Equipment or any parts thereof.

15. Limitation of Remedies
Decision Data's entire liability and the Purchaser's exclusive remedy shall be as follows:

Decision Data's liability for damages to the Purchaser for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the greater of $100,000 or twelve (12) monthly charges for the specific unit of Equipment that caused the damages or that are the subject matter of, or are directly related to, the cause of action. The foregoing limitation of liability will not apply to the payment of costs, damages and attorney's fees referred to in the Section entitled "Patents Indemnity", or to claims for personal injury or damage to real property or tangible personal property caused by Decision Data's negligence.

In no event will Decision Data be liable for any damages caused by the Purchaser's failure to perform the Purchaser's responsibilities, or for any lost profits or savings or other consequential damages, regardless of the form of action, whether in contract or in tort including negligence, even if Decision Data has been advised of the possibility of such damages or for any claim against the Purchaser by any other party.

16. General
This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in a writing signed by an authorized representative of the party against whom it is sought to be enforced.

In the event that Decision Data shall accept Purchaser's Purchase Order for the Equipment shown on the face of this Agreement or Equipment to be purchased under this Agreement, the terms and conditions of such Purchase Order shall be void and have no force or effect and shall be superseded by the terms and conditions of this Agreement.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Any notice to be given to Decision Data hereunder shall be in writing and mailed to Decision Data Computer Corporation, 100 Witmer Road, Horsham, Pennsylvania 19044, or, if to the Purchaser, at the address of the Purchaser shown on this Agreement, or to such other address as either party shall have theretofore designated by notice in writing.

In the event that any of the terms of this Agreement be or become or are declared to be illegal by any court or tribunal of competent jurisdiction, such terms or term shall be null and void and shall be deemed deleted from this Agreement, and all of the remaining terms of this Agreement shall remain in full force and effect.

262318

BOOK 499 PAGE 476

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. **SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. **DEBTOR**

Name UNRUH, John F. & Patricia J.

Address 11 Northgate Village Media, PA 19063

2. **SECURED PARTY**

Name First Commercial Corporation

Address 303 Second St.

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50
#11672 C777 R01 T10:11
JUN 16 86

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

1986 Pearson 36'6" Fiberglass Hull #PEA78135B686
1986 Yanmar Diesel 35HP ENgine #00762

Home Anchorage/Winter: Annapolis, MD

Assignee:
First Fidelity Bank NA South Jersey
Rt. #541 And Sunset Rd.
Burlington, NJ 08016

CHECK ☑ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

CR CLERK

RECORDED IN THE RECORD BOOK OF CHESTER COUNTY
1986 JUN 16 AM 11:06
E. AUBREY COLLISON
CLERK

John F. Unruh
(Signature of Debtor)

John F. Unruh
Type or Print Above Name on Above Line

Patricia J. Unruh
(Signature of Debtor)

Patricia J. Unruh
Type or Print Above Signature on Above Line

AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Mailed to Assignee

Anne Arnold 6/9/86

262319

BOOK 499 PAGE 47

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.

2. ☒ To be recorded among the Financing Statement Records.

3. ☐ Not subject to Recordation Tax.

4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of $ 8,100.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) — Regency Homes Corporation

Address(es) — 2444 Old Solomons Island Road, Annapolis, MD 21401

RECORD FEE 11.00
RECORD TAX 59.50
POSTAGE .50
#11673 C777 R01 T10:14
JUN 16 86

6. Secured Party — PROVIDENT BANK OF MARYLAND

Address — P.O. Box 1661, Baltimore, MD 21203-1661

Attention: Mrs. J. L. Tarr (HQCM)
(Type name & title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors REGENCY HOMES CORPORATION

_____ (Seal) _____ (Seal)

Christopher H. Hill, Chairman

_____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

11 00
59 50
50

CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 16 AM 11:06
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 48

schedule ~~Exhibit~~ A

savin Savin Corporation 799317

INVOICE DATE	INVOICE NUMBER	PLEASE R PORT NO STATE
5/28/86		

PAGE NO.

PAYMENT TERMS	CUSTOMER ORDER NU

PLEASE DIRECT ALL INQUIRIES TO

1 7035 P.P.C.
1 7035 S/ADF
1 7035 15 Bin Sorter
1 7035 Console
8 7035 Toner
2 7035 Developer
2 7035 Fuser Oil

ALL CLAIMS MUST BE PLACED WITHIN 5 DAYS

NO GOODS MAY BE RETURNED FOR CREDIT WITHOUT OUR PRIOR WRITTEN AUTHORITY. MAKE ALL CHECKS PAYABLE TO THE ORDER OF SAVIN CORPORATION.

ORIGINAL

BILL TO

C.H. Hill
200 Hospital Drive
Glen Burnie, MD 21061

TAX AMOUNT

SHIPPING & HANDLING

SHIP TO

REMIT TO

INVOICE

DETACH AND RETURN THIS PORTION

savin Savin Corporation

Mailed to Secured Party

INVOICE DATE	INVOICE NUMBER	BILL TO ACCOUNT NUMBER	PAY THIS AMOUNT

BILL TO ADDRESS

PLEASE REMIT TO

262320 MARYLAND FINANCING STATEMENT BOOK 499 PAGE 49

(xx) Not Subject to Recordation Tax
( ) Recordation Tax of $_____ on Principal Amount of $_____is enclosed/has been paid (strike inapplicable phrase).

For Filing Officer
File No.:_____
Record Reference:_____
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE M. S. Blackistone & Associates, Inc.
(Name or Names)
222 Severn Ave. Annapolis, Md. 21403
(Address)

LESSEE_____
(Name or Names)
_____
(Address)

RECORD FEE 11.00
POSTAGE .50
#11675 C777 R01 T10:20
JUN 16 86

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Superior Service Corporation
(Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

One - IBM Comp. Computer P. C. , 2 Floppy Disks Drives, One - 64K RAM, One - 6300 Letter Quality Printer

CR CLERK

RECORDED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUN 16 AM 11:06
E. AUBREY COLLISON
CLERK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE

M. S. Blackistone & Associates, Inc.

By: M S Blackistone President
(Title)
Morris S. Blackistone
(Type or print name of person signing)

By:_____
(Title)
_____
(Type or print name of person signing)

LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Brian G. Connelly Manager
(Title)
Brian G. Connelly
(Type or print name of person signing)

Return to: Superior Service Corporation
2001 E. Joppa Rd.
Baltimore, Maryland 21234
Attn: Mike Ciatta

Mailed to Assignee

ANNE ARUNDEL A 6/2 NO#

262321

BOOK 499 PAGE 50

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. **SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ NA

If this statement is to be recorded in land records check here ☐

This financing statement Dated_____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. **DEBTOR**

Name KIVA, Inc. McGOWAN, HARRY L/PRES.

Address 1141 Old Annapolis Blvd., Arnold, MD 21012

2. **SECURED PARTY**

Name John Deere Co.

Address 4949 Court St & Deere Rd. -POB 4949

Syracuse, NY 13221

RECORD FEE 12.00
POSTAGE .50
#11677 C777 R01 T10:23
JUN 16 86

Person And Address To Whom Statement Is To Be Returned If Different From Above:

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

Used John Deere 750 Utility Diesel Tractor SN 0011635
w/MFWD, Bar Tires, Roll Guard, Hydr. pkg.

Used John Deere 67 Loader w/bucket SN 013143
New John Deere 261 grooming mower SN 9156608

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1986 JUN 16 AM 10:09
RECORDED IN LAND RECORD BOOK 499 PAGE 50
ANNE ARUNDEL COUNTY
E. AUBREY COLLISON
CLERK

CR CLERK

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

KIVA, INC.
(Signature of Debtor)

KIVA, Inc.
Type or Print Above Name on Above Line

Harry L McGowan
(Signature of Debtor)

Harry L. McGowan - PRES.
Type or Print Above Signature on Above Line

Robert P. Murphy
(Signature of Secured Party)

ROBERT P MURPHY, ADMINISTRATOR
Type or Print Above Signature on Above Line

Mailed to Secured Party

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

SOVRAN BANK

BOOK 499 PAGE 51

2623323

Financing Statement

COPY FOR FILING

☒ Not Subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is $ _____
☐ To Be Recorded in Land Records of _____

Record in:

☐ SDAT
☐ Montgomery County
☐ Prince George's County
☒ Other Anne Arundel County

1. Debtor(s) — NAME

Street	City	State
Cardinal Industries, Inc.	333 S. Hammonds Ferry Road; Glen Burnie, MD	21061
	and 2040 S. Hamilton Road; Columbus, OH	43232

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

RECORD FEE 13.00
POSTAGE .50
#11678 C777 R01 T10:25
JUN 16 86

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☒ one or more boxes as applicable:

☐ All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

☐ Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

☐ Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

☐ Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

☒ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND	Debtor(s) or Assignor(s) CARDINAL INDUSTRIES, INC.
By: [signature]	BY: [signature]
Type Name Dennis L. Stough	Robert A. Guirlinger
Title Assistant Vice-President	Vice-President/General Manager
	Type or Print Name and Title of Each Signature

CR CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 16 AM 11:06
E. AUBREY COLLISON
CLERK

N 202 - 8421
R 386

SCHEDULE A
ATTACHMENT TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor arising from the sale of the prefabricated home modules identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specific prefabricated home modules being hereinafter referred to as the "Modules"); all rights of Debtor to receive any payment in money or kind arising from the sale of the Modules; the Inventory of the Modules, wherever located, now owned or hereafter acquired, by Debtor which are held for sale or lease by Debtor; all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules; all proceeds and products from the sale or other disposition of the Modules, including the Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments (as those terms are defined in the Uniform Commercial Code) covering the Modules; all Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation; and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account, including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all guarantees or other agreements or property securing or relating to any of the Modules or acquired for the purpose of securing and enforcing any of the Modules; all books of account and documents related thereto; all customer lists and other documents containing the names, addresses and other information regarding the Debtor's customers, subscribers or those to whom the Debtor provides the Modules.

The terms used herein shall have the same meanings as set forth in a Loan and Security Agreement between the Secured Party and the Debtor dated October 14, 1985.

0232Z

SCHEDULE B

Finished building unit components consisting of 102 units: 59 (fifty-nine) 1 bed, S/N 653 thru 656, 660 thru 662, 665 thru 668, 671 thru 676, 679, 681 thru 684, 687 thru 692, 695 thru 700, 704 thru 706, 710 thru 713, 716, 717, 719, 723 thru 726, 730 thru 733, 737 thru 740, 747 thru 749; 4 (four) 1 bed BFO, S/N 659, 680, 703, 718; 2 (two) 2 bed, S/N 736, 744; 4 (four) 2 bed MSP, S/N 722, 729, 743, 750; 31 (thirty-one) studio, S/N 657, 658, 663, 664, 669, 670, 677, 678, 685, 686, 693, 694, 701, 702, 707, 708, 714, 715, 720, 721, 727, 728, 734, 735, 741, 742, 745, 746, 751, 752, 754; 1 (one) 2 bed Mgr's w/ office, S/N 753; 1 (one) Laundry, S/N 709. A unit consists of from one (1) to three (3) 12' X 24' prefabricated building unit modules.

Mailed to Secured Party

262323

STATE OF MARYLAND

BOOK 499 PAGE 54

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Brady's Excavating, Inc.

Address 314 Salisbury Road, Edgewater, MD 21037 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50
#11680 C777 R01 T10:28
JUN 16 86

One (1) Dresser Model 540 Loader SN 4216 (Rental)

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

na

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

na

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Brady's Excavating, Inc.

Russell Brady PRES
(Signature of Debtor)

RUSSELL BRADY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

STATE EQ., DIV. SECORP NATIONAL, INC.

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, Gen. Mgr.
Type or Print Above Signature on Above Line

CR CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1986 JUN 16 AM 11:05
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

A14436
Anne Arundel

262324

BOOK 499 PAGE 55

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ N/A

If this statement is to be recorded in land records check here ☐

This financing statement Dated May 20, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name First National Bank of Maryland

Address 6704 Curtis Court, Glen Burnie, MD 21061

2. SECURED PARTY

Name American Equipment Leasing Co., Inc.

Address P.O. Box 1258

Reading, PA 19603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50
#11683 C777 R01 T10:30
JUN 16 86

R-200 Fax Machine

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

1986 JUN 16 AM 11:06
E. AUBREY COLLISON
CLERK
CR

First National Bank of Maryland

By: _____
(Signature of Debtor)

Howard A. Watson, Vice President
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

American Equipment Leasing Co., Inc.

M.E. Monahan
(Signature of Secured Party)

M.E. Monahan, Mktg. Asst.
Type or Print Above Signature on Above Line

Mailed to Secured Party

UCC-1 MARYLAND

Clerk of Circuit Court
Anne Arundel County
Annapolis, Md.
21404

STATE OF MARYLAND

BOOK 499 PAGE 56

Identifying File No. _____

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

2623325

1. DEBTOR

Name L. B. SMITH, INC.

Address P O Box 8658 BALTIMORE, MARYLAND 21240

2. SECURED PARTY

Name HANOMAG BAUMASCHINEN PRODUKTION & BERTRIEB GmbH

Address P O Box 911325

3000 Hanover 91 West Germany

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#1184 C777 R01 T10:31
JUN 16 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1-HANOMAG Model L600D	S/N 3317 20 198
1-HANOMAG Model 66D	S/N 3715 21 602
1- HANOMAGModel 44D	S/N 3776 23 743
1-HANOMAG Model 55D	S/N 3777 24 357

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

1986 JUN 16 AM 11:08
E. AUBREY COLLISON
CLERK
CR
CLERK OF THE CIRCUIT COURT FOR RECORD
ANNE ARUNDEL COUNTY

(Signature of Debtor)

L. B. SMith, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HANOMAG
Baumaschinen
Produktion + Vertrieb GmbH
(Signature of Secured Party)

HANOMAG F. J. PITKIN
Type or Print Above Signature on Above Line

Mailed to Secured Party

262326

BOOK 499 PAGE 57

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here ☐

This financing statement Dated_____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Steege, Harrison T. & Delite F.

Address 637 Bair Rd. Berwyn, PA 19312

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St.

Annapolis, MD 21403

RECORD FEE 12.00
POSTAGE .50
#11697 C777 R01 T10:34
JUN 16 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

1983 CS Yacht 36' Fiberglass Hull #ZCUW2283M83E
1983 Westerbeke 33HP Diesel Engine

Home Anchorage/Winter: Annapolis, MD

Assignee: Centrust Savings Bank
101 East Flagler St.
P.O. Box 028506
Miami, FL 33102

CHECK ☑ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

CR CLERK

Mailed to Assignee

RECORDED ON RECORD
CROSS REFERENCE INDEX

1986 JUN 16 AM 11:07

E. AUBREY COLLISON
CLERK

(Signature of Debtor)

Harrison T. Steege
Type or Print Above Name on Above Line

(Signature of Debtor)

Delite F. Steege
Type or Print Above Signature on Above Line

V.P.
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Anne Arundel
6-9-86

262327

BOOK 499 PAGE 58

Identifying File No. _____

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. **SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated 5-29-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. **DEBTOR**

Name: WATERS, Wilbur W., Jr. & Cleora V.

Address: 643 Ridgefield Court, Glen Burnie, MD 21061

RECORD FEE 12.00
POSTAGE .50
#11391 C777 R01 T10:39
JUN 16 86

2. **SECURED PARTY**

Name: FIRST COMMERCIAL CORPORATION

Address: 303 Second Street

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1986 23' Cobia Odessy MXL fiberglass hull #CBA26117B686
1986 260 HP Mercruiser gas engine #B401991

ASSIGNEE:
FIRST FIDELITY BANK N.A. SOUTH JERSEY
Route #541 & Sunset Road
Burlington, NJ 08016

Home anchorage/winter: Pasadena, MD

CHECK ☑ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)
Wilbur W. Waters, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)
Cleora V. Waters
Type or Print Above Signature on Above Line

(Signature of Secured Party)
First Commercial Corporation
Type or Print Above Signature on Above Line

CP CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 16 AM 11:07
E. AUBREY COLLISON
CLERK

Mailed to Assignee

6-9-86
Anne Arundel

6-10-86

BOOK 499 PAGE 59

262323

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor	Mailing Address
Dale Gregory	Chesapeake Mobile Court #75 Ridge-Chapel Road Hanover, MD 21076

RECORD FEE 11.00
POSTAGE .50
#11692 C777 R01 T10:38
JUN 16 86

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE **Address: BALTIMORE AND CHARLES STREETS**
(Assignee) **BALTIMORE, MARYLAND 21203**

1. **This financing Statement covers the following types (or items) of property (the collateral).**

   New 1985 Liberty 70x14, Serial # 08 L 55031, Model-Supra

2. **Proceeds and products of the collateral are also specifically covered.**

3. **Mr. Clerk: Mail instrument to secured party named above at the address stated.**

Debtor

Dale Gregory
DALE GREGORY

Secured Party

THE SAVINGS BANK OF BALTIMORE

BY Mrs. C. Gruland

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc. (Millersville) **, which has been assigned to The Savings Bank of Baltimore.**

CR CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 16 AM 11:07
E. AUBREY COLLISON
CLERK

PCS 0847

BOOK 499 PAGE 60

262320

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here ☐

This financing statement Dated_____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. **DEBTOR**

Name LAWSON, Harold and LAWSON, Mark, a partnership d/b/a Lawson's Auto Body

Address 410 Headquarters Drive, Millersville, MD 21108

2. **SECURED PARTY**

Name Chief Automotive Systems Inc.

Address 1924 East Fourth Street

Grand Island, NE 68801

RECORD FEE 13.00
#11697 C345 R01 T10:53
JUN 16 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. **Maturity date of obligation (if any)**_____

4. **This financing statement covers the following types (or items) of property: (list)** One Chief E-Z Liner Frame Straightener, manufactured by Chief Automotive Systems, Inc., serial number II 6762, used by Debtor in its business, and all accessories, parts and equipment installed on and with the machine at the time of installation, all replacements or substitutions of any thereof, and all proceeds of all the foregoing.

1986 JUN 16 AM 11:07
E. AUBREY COLLISON
CLERK

CR CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ **(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)**

☐ **(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)**

☐ **(Proceeds of collateral are also covered)**

☐ **(Products of collateral are also covered)**

X _____
(Signature of Debtor)

Harold Lawson
Type or Print Above Name on Above Line

X _____
(Signature of Debtor)

Mark Lawson
Type or Print Above Signature on Above Line

_____
(Signature of Secured Party)

Chief Automotive Systems Inc.
Type or Print Above Signature on Above Line

Mailed to Secured Party

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

262330

FINANCING STATEMENT

DATE: June 4, 1986

BOOK 499 PAGE 61

(XXX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of $_____

NAME OF DEBTOR(s): Ankor Builders Services

ADDRESS: P.O. Box 1661
Annapolis, Maryland 21404

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

1 Custom XT Single FD Mono/PP 20 Meg HD Computer
1 Dot M Printer
1 DAC Easy (1)
1 DAC Easy (P)

RECORD FEE 11.00
POSTAGE .50
#11698 C345 R01 T10:54
JUN 16 86

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 16 AM 11:07
AUBREY COLLISON
CLERK

C/R CLERK

DEBTOR(S):
Ankor Builders Services
X
Kurt Meyr

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

By: _____
(Authorized Signature)
Paul R. O'Connell
Vice President, Consumer Lending
(Type Name and Title)

Mailed to Secured Party

BOOK 499 PAGE 62

262331

MARYLAND – UNIFORM COMMERCIAL CODE

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 27, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Alco Gravure, Inc.

Address 50 Essex Street, Rochelle Park, New Jersey 07662

RECORD FEE 11.00
#11701 C345 R01 T10:57
JUN 16 86

2. SECURED PARTY

Name Chrysler Financial Corporation

Address 777 Passaic Avenue, Clifton, New Jersey 07662

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment: (1) 1986 Roskam Model B-12-18-12 Single Stream
Automatic Jogger Stacker with Counters
S/N 1301-61

Equipment Location: 7364 Baltimore and Annapolis Boulevards
Glen Burnie, Maryland 21061

1986 JUN 16 PM 11:07
E. AUBREY COLLISON
CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Alco Gravure, Inc.
(Signature of Debtor)

John Mannion
Type or Print Above Name on Above Line

John J. Mannion
(Signature of Debtor)

Type or Print Above Signature on Above Line

Richard W. London
(Signature of Secured Party)

Richard W. London
Type or Print Above Signature on Above Line

Mailed to Secured Party

MARYLAND NATIONAL BANK
We want you to grow.™
MEMBER FDIC

BOOK 499 PAGE 63

262332

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Statement Records at Anne Arundel County
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of $ 56,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Bart's Sporting Goods, Inc.
Address(es) Jumpers Jct.
Ritchie Hwy. & Jumpers Hole Rd.
Pasadena, Md. 21122

RECORD FEE 11.00
RECORD TAX 392.00
POSTAGE .50
#11702 CJ45 R01 T10:58
JUN 16 86

6. Secured Party
Maryland National Bank
Attention: Elaine J. Stevens
Address 80 Mountain Road
Glen Burnie, Md. 21061

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Bart's Sporting Goods, Inc.

Roy J. Bartolomeo VP (Seal)
Roy J. Bartolomeo, V.P.

_____ (Seal)

_____ (Seal)

_____ (Seal)

Secured Party
Maryland National Bank

Elaine J. Stevens (Seal)

Elaine J. Stevens, Branch Officer/Mgr.
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

CLERK

RECEIVED FOR RECORD
1986 JUN 16 AM 11:07
AUBREY COLLISON
CLERK

207-95 REV 7/83

11 -
392 -
50

SCHEDULE A

BOOK 499 PAGE 64

QUANTITY	MODEL #	DESCRIPTION	Serial #
1	H1225	System CPU w/1MB Memory/8 - I/O	
		84 MB disk, bisync comm/install	602708
1	H2555	Point of Sale Station	11315-11311-11316
3	H2555R	Point of Sale Station Remote	4782-5115-5114
2	H2550	Office Workstations	4768-4757-4878
1	H3100	100 LPM Report Printer	013517 -045913
1	H4096	9600 Baud / 4 Channel Mux	613301-613305
1	H5401	Point of Sale I	11313
1	H5405	Inventory I	98057
1	H5402	Accounts Receivable I	97390
1	H5412	Accounts Payable	97457
1	H5430	Multi-Store	3040
1	H5414	General Ledger	2570
1	H5416	Payroll	3052

Mailed to Secured Party

901-8 REV 4/79

BOOK 499 PAGE 65

☐ IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)	Secured Party: NAME: Avco Financial Services ADDRESS: 7164 E Furnace Br Rd CITY & STATE: Glen Burnie, Md. 21061	FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	
Kenneth D & Jackie Austin	5-24-82	
996 Shore Lane Dr	ACCOUNT NO.	TAB
Glen Burnie, Md. 21061	44989859404	

7851

Filed with: Clerk of Circuit Crt Anne Arundel Co Annapolis, Md

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) ☒ If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

1986 JUN 16 AM 11:07
ANNE ARUNDEL COUNTY
RECORDED
MARYLAND

RECORDING FEE 10.00
POSTAGE .50
MINUTE 0345 R01 T10:59
JUN 16 86

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Financial Serv. Liber 450. Pg 356 Id # 242837
(SECURED PARTY)

BY Mary Bryant Admin Asst Dated: 2-7, 19 86
TITLE

ACKNOWLEDGMENT COPY
Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1255 [5-81]

Mailed to Secured Party

BOOK 499 PAGE 66

☐ IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7164 E Furnace Br Rd
CITY & STATE: Glen Burnie, Md

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	
Nataniel & Donita Davis	5-24-82	
1908 A Scott Cir Ft. Meade, Md 20755	ACCOUNT NO.	TAB
	[illegible]	11

Filed with: Clerk of Crt Anne Arundel Co Annapolis, Md

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters, Equipment and Accessories now or hereafter attached thereto;

(b) ☐ If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinance or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

CR CLERK
RECEIVED FOR RECORD ANNE ARUNDEL COUNTY
1986 JUN 16 AM 11:07
AUBREY COLLISON CLERK

RECORD FEE 1.00
POSTAGE .50
#11704 C345 R01 T10:59
JUN 16 86

RECORD FEE 9.00
#11705 C345 R01 T11:00
JUN 16 86

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Labor 450 Cg 35 Id # 242678

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY [signature] Admin Asst
TITLE

Dated: 3-4, 19 86

ACKNOWLEDGMENT COPY
Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 3-75)

Mailed to Secured Party

BOOK 499 PAGE 67

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 251302 Dated March 6, 1984

Record Reference Book 471 Page 483

RECORD FEE 10.00
POSTAGE .50
#11706 C345 R01 T11:01
JUN 16 86

2. DEBTOR is:

Name: Greentree Exxon, Inc. - Myrl E. Smith, President
(Last Name First)

Address: 8001 Crain Highway, Glen Burnie, Maryland 21061

3 SECURED PARTY is:

Name: The Bank of Glen Burnie

Address: P.O. Drawer 70, Glen Burnie, Maryland 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

CR CLERK

RETURN TO: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

SECURED PARTY:

Donald M. Foster

By: Donald M. Foster
Vice President
(Title)

Dated June 11, 1986

1986 JUN 16 AM 11:07
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

Mailed to Secured Party

BOOK 499 PAGE 68

262333

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated June 10, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PRINCE'S TIRE & AUTO SERVICE, INC.

Address 130 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name THE WATERS CO. BALTIMORE

Address 3915 COOLIDGE AVENUE BALTIMORE, MARYLAND 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) February 10th, 1987

4. This financing statement covers the following types (or items) of property: (list)

1-CampbellHausfeld Air Compressor Serial No. TF152194 w/ mounting pads, couplers & 50ft. of ½" Air Hose.
1-Astro TruLift AJ22 Air Jack, no serial no.
1-CP797-6 Air Wrench, no serial no.
1-Sunex 569C 1" Socket Set, no serial no.
1 each Ken Tool T25, T27A, T23A,T21R, T20, TX9, no serial numbers.
2 each Ken Tool T45A, no serial numbers.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#26435 C055 ROB 12:40
JUN 16 86

PRINCE'S TIRE & AUTO SERVICE, INC.
(Signature of Debtor)

Type or Print Above Name on Above Line

William D. Prince
(Signature of Debtor)

William D. Prince, President
Type or Print Above Signature on Above Line

THE WATERS CO. BALTIMORE

Burns H. Waters III
(Signature of Secured Party)

CR CLERK

Burns H. Waters, III, Treasurer
Type or Print Above Signature on Above Line

ORIGINAL

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUN 16 PM 12:42
E. AUBREY COLLISON
CLERK

262334

BOOK 499 PAGE 69

RECEIVED FOR RECORD
MONTGOMERY COUNTY, MARYLAND
1986 JUN 16 PM 1:07
AUBREY COLLISON
CLERK

FINANCING STATEMENT

☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of $.....

1. Name of Debtor(s): Record & Tape Traders, Inc.
Address: 7561 Richie Highway
Glen Burnie, Maryland 21060

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~XXXXXXXXXXXX~~
~~Silver Spring, Maryland 20910~~
~~XXXXXXXXXXXXXXXXX~~
25 W. Chesapeake Avenue
Towson, Maryland 21204

3. This Financing Statement covers the following types (or items) of property:

Equipment: All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever.

Inventory: All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated.

Accounts: All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

☐ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Other: Furniture and Fixtures.

RECORD FEE 13.00
POSTAGE .50
#26657 C237 M02 T13:03
JUN 16 86

☐ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s): Record & Tape Traders, Inc.
.....
Steven Smolen, President
.....
.....
Kevin Stander, Vice President
(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:
FIRST AMERICAN ~~BANK OF MARYLAND~~
By: .....
Jack L. Ortt, Vice President
(Type Name and Title)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

CR CLERK

045-580/2 Rev 5-79

13.00
.5

262335

BOOK 499 PAGE 70

RECEIVED FOR RECORD
CIRCUIT COURT FOR CARROLL COUNTY
1986 JUN 16 PM 1:07
E. AUBREY COLLISON
CLERK

☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of $.....

FINANCING STATEMENT

1. Name of Debtor(s): UNITED TRAILER TRANSPORT, INC.
Address: 108 Holsum Way
Glen Burnie, Maryland 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~[illegible]~~
25 W. Chesapeake Avenue
Towson, Maryland 21204

3. This Financing Statement covers the following types (or items) of property:

Equipment: All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever.

Inventory: All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

Accounts: All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

Other: Furniture and Fixtures.

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collaeral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

☐ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

RECORD FEE 12.00
POSTAGE .50
#26658 C237 REC 11:05
JUN 16 86

Debtor(s): UNITED TRAILER TRANSPORT, INC.

Joseph P. McNerney, President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Jeanette C. Bonadio

Jeanette C. Bonadio, DOC
(Type Name and Title)

CR CLERK

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

045-580/2 Rev 5-79

12.50

CDF/06-06-86
1211Q

262336

BOOK 499 PAGE 71

To be recorded
(1) in the Land Records of Anne Arundel County;
✓(2) in the Financing Statement Records of Anne Arundel County

Not subject to recordation tax

Principal amount is $300,000.00

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor:

D. WAYNE CARSTENS
CONNIE KAY CARSTENS

Mailing Address of Debtor:

1311 Tulip Poplar Lane
Vienna, Virginia 22180

2. Secured Party:

STERLING SAVINGS ASSOCIATION, a savings and loan association organized and existing under the law of Maryland,

Address of Secured Party:

106 Old Court Road
Pikesville, Maryland 21208

RECORD FEE 18.00
POSTAGE
DATE CERT FOR TRANS
JUN 17 86

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors,

CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 17 AM 8:58
E. AUBREY COLLISON
CLERK

18.00

landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in the said deed of trust and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of $300,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

D. Wayne Carstens

D. WAYNE CARSTENS

Connie Kay Carstens

CONNIE KAY CARSTENS

Date: June 9, 1986

To the Filing Officer: After this Statement has been recorded, please mail the same to Charles D. Frazer, Esquire, Suite 700, American City Building, Columbia, Maryland 21044.

CDF/06-06-86
1211Q

BOOK 499 PAGE 73

FINANCING STATEMENT

by

D. WAYNE CARSTENS and CONNIE KAY CARSTENS, Debtors

and

STERLING SAVINGS ASSOCIATION, Secured Party

EXHIBIT A

Description of land

BEING KNOWN AND DESIGNATED as Lot No. 193, as shown on the subdivision Plat of Plat 9 - Revised **"THE DOWNS"**, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 68, folio 30, prior plat of such subdivision being Plat 9, **"THE DOWNS"**, recorded as aforesaid in Plat Book No. 65, folio 24.

Mailed to Secured Party

109
118
154

To Be Recorded In The Chattel And Land Records Of The Local Jurisdiction And Among The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recordation Tax Of $ 32,200.00 On The Principal Amount Of $4,600,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County, Maryland.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

262351

1. **DEBTOR:**

1. K-LEE ACQUISITION CORP. (subsequently to be known as Kop-Flex, Inc.)
101 Harmans Road
Harmans, Maryland 21077

2. KOP-FLEX, INC. (formerly known as K-Lee Acquisition Corp.)
101 Harmans Road
Harmans, Maryland 21077

2. **SECURED PARTY:**

BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202

Attention: J. David Kommalan,
Senior Vice President

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

(i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

(ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUN 17 PM 1:19
CR
E. AUBREY COLEMAN
CLERK

1380.00
50

(iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;

(iv) Those items of personal property listed on Schedule A, attached hereto and made a part hereof, consisting of 19 pages.

(v) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");

(vi) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;

(vii) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;

(viii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;

(ix) All franchises, subfranchises, rights to distribute, sales agencies, licenses, permits, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;

(x) General intangibles in the form of patents (including those listed on Schedule B, attached hereto and made a part hereof, consisting of 4 pages), trademarks (including those listed on Schedule C, attached hereto and made a part hereof consisting of 2 pages), tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);

(xi) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;

(xii) General Intangibles in the form of goodwill; and

(xiii) All of the Debtor's rights under the "Asset Purchase Agreement For The Purchase of Koppers Power Transmission Division By K-Lee Acquisition Corp.," including but not limited to rights of indemnification and claims for breach of representations and warranties.

(xiv) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

5. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of 6 page(s).

DEBTOR:

K-LEE ACQUISITION CORP./
KOP-FLEX, INC.,
a Delaware corporation

By: _____ (SEAL)
Jonathan O. Lee, President

Date: June 16, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Lawrence J. Gebhardt, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LJG) 5424

FIN ST 1
K-00.41

SCHEDULE
~~EXHIBIT~~ "A"

PROPERTY, EQUIPMENT AND OPERATIONS

LEASED PROPERTY

1) 25.271 acres of land and manufacturing and office building with a floor area of approximately 211,000 square feet.

Copy of lease originally held by John L. Probst, Trustee, and now held by New England Mutual Life Insurance Company, is attached.

2) Automobiles:

Unit No.	Location	Type
485	Maryland	1984 Buick Century
494	Ohio	1985 Olds Cutlass Cierra
AR327	Ohio	1986 Buick Century
AR313	Michigan	1986 Olds Cutlass Cierra
492	New York	1985 Olds Cutlass Cierra
461	Georgia	1983 Chevrolet Malibu
496	Wiconsin	1985 Olds Cutlass
502	Illinois	1985 Olds Cierra
501	Illinois	1985 Olds Cierra
60687	Maryland	1986 Buick Century
497	New Hampshire	1985 Olds Cutlass Cierra
495	Pennsylvania	1985 Olds Cutlass Cierra
477	Texas	1984 Olds Cutlass Cierra
62914	Texas	1986 Olds Cutlass Cierra
-	California	1985 Olds Cutlass Cierra
AR338	Pennsylvania	1986 Buick Century
18-031	Canada	1984 Olds Cutlass Wagon
18-033	Canada	1984 Ford Wagon
18-036	Canada	1985 Buick Regal
18-043	Canada	1986 Olds Cutlass
18-045	Canada	1986 Ford Crown Victoria
18-046	Canada	1986 Dodge Van
R-035	Canada	1984 Buick Regal
18-044	Canada	1986 Chevrolet Wagon

Sched. Ex. "A" (cont'd)

~~DRAFT #1 5/5/86~~

3) Leased Office Equipment in Canada

BOOK 499 PAGE 79

Lease No.	Description
18-029	3M Photo Copier #124759
18-034	Xerox Copier #D51013219
18-038)	
18-037)	Trans-Lux Telex (2) #74620 and #75642
18-039	Lexowriter III
18-040	Brother Typewriter #4167755
18-042)	
18-041	Omifax Facsimile (2) #03220 and #03148

4) Sales Offices

Pittsburgh
9 Oarkway Center
Pittsburgh, Pennsylvania 15220

Chicago
188 Industrial Drive
Elmhurst, Illinois 60126

Gus Deschatelets
3767 Boulthimens
Suite 270
Montreal, P.Q.
H4R 1W4

PROPERTY AT HARMANS, MARYLAND

1) 69.28 acres of land in addition to those acres included in the leased property.

2. Structure and land improvements housing the forge shop.

3) All furniture and office equipment.

4) All computer software utilized by the business.

5) All tools, jigs, fixtures, supplies and spare parts used in the ousiness.

6 Machinery and equipment as follows:

Sched. "A" (cont'd)

PROPERTY IN UNITED KINGDOM

1) 1984 Ford Granada automobile used by B. Perron.

PROPERTY AT ENGINEERED METAL PRODUCTS GROUP

1) Furniture and office equipment used by Group employees transferred to the Buyer.

PROPERTY AT REXDALE, ONTARIO, CANADA

1) Land - approximately .869 acres, and structure of approximately 19,980 square feet of manufacturing and office floow space located at 19 Meteor Drive, Rexdale, Ontario, Canada M9W 1A3.

2) All furniture and office equipment including computors and software.

3) All tools, jigs, fixtures, supplies and spare parts used in the business.

4) Machinery and equipment as follows:

PROPERTY IN FIELD SALES OFFICES

1) Furniture and office equipment used by Power Transmission Division employees in field sales offices.

Sched. ~~B~~. "A" (CONT'D)

~~Addendum to Schedule V.10~~

Machinery at Harmans, MD

POWER TRANSMISSION MACHINERY

Asset No.	Description
10683	Test Stand
10365	10 Ton Bridge Crane
10366	Taurus Lifting Arm
10367	Floor Cleaner-Scrubber
10368	Billet Conveyor
13069	25 HP Air Compressor
10370	25 HP Air Compressor
10372	Forging Conveyor
10373	Flash Conveyor
10471	Underground Electrical System
10472	Transformer
10473	Transformer
10474	Heat Equipment for Die Shrink
10476	Infra-red Heater
10479	Forge Die Preheat Equipment
10480	Weingarten Screw Press
10480-01	Weingarten Screw Press
10481	Tooling for Screw Press
10482	Weingarten Trim Press
10483	Tooling for Trim Press
10484	Transformer Switch Gear
10485	Die Cart
10486	Lubrication System
10487	Transformer Switch Gear
10487-01	Modify Transformer for Screw Press
10488	Transformer Switch Gear
10489	Carbide Cut-off Saw
10518	Induction Heater #1
10519	Induction Heater #2
10520	Pumping Skid-Induction Heater
10521	Cooling Tower
10522	Electrical Control Cabinet
10523	Electrical Control Cabinet

Sched. "A" (cont'd) 2.
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 82

POWER TRANSMISSION MACHINERY (Continued)

Asset No.	Description
10524	Taurus Lifting Arm
10525	Taurus Lifting Arm
10526	Taurus Lifting Arm
10527	Transformer Switch Gear
10528	Controls for Screw Press
10529	Controls for Trim Press
10530	Screw Press Fan
10539	Infra-red Heater
10540	" "
10541	" "
10542	" "
10543	" "
10544	" "
10545	" "
10546	" "
10547	" "
10548	" "
10549	" "
10550	" "
10551	" "
10567	Screw Press Die Material
10588	Storage Facilities
10674	Trim Press Die Material
10747	Chain Hoist & Misc. Equipment
10879	40 Dies for Forge Shop
10881	Compressed Air Drying Equipment
10999	Industrial Robot
11049	Welding Equipment
11051	Annealing Oven
11053	1000 KVA Transformer
640515	Lift Truck
11139	Magnetic Lift
11144	Fluidized Bed Heat Treat & Nitriding Facility
11049	Die Welding Equipment
10505	N.C. Tape Preparation Center

BOOK 499 PAGE 83

POWER TRANSMISSION MACHINERY (Continued)

Asset No.	Description
4076	Lincoln Electric Welder
3409	Hardness Tester
4469	Concentricity Fixture
7666	MAAG Gear Tester
8827	Brinnell Hardness Tester
8828	Measuring Machine
882801	Rebuild Measuring Machine
8850	Optical Comparator
8851	Rotary Table
8852	Pneumatic Centric Table
8853	Differential Gage
8854	Differential Gage
8855	Granite Surface Plate
11051	Annealing Oven
8856	Indi Dquare 887
8857	Pneumatic Centric Rotary Table
8970	Coupling Test Machine
9015	Dust Hoods
9270	Maag Gear Tester
9517	Magna Flux Unit 72182
9533	Gage Square Master
9534	Angle Plate Master
9768	Digital Height Gage
9770	Brinnel Tester ZW 94
9772	Measuring Machine 50078
9801	Boise Measuring Machine
9805	Shore Hardness Tester
9891	Wilson Rockwell Tester
9950	Hardness Tester
9953	Measuring Machine
10469	Hearness Tester
10552	Ultrasonic Inspection Equipment
10944	Brown & Sharp Digital Height Gage
9772-01	Rebuild Measuring Machine
9772-02	Rebuild Measuring Machine

Sched.

POWER TRANSMISSION MACHINERY (Continued)

Ex. "A" (cont'd) 4.

~~Addendum to Schedule 4.10~~

Machinery at Harmans, MD

BOOK 499 PAGE 81

Asset No.	Description
11141	Digital Height Gage
11106	Measuring Machine
11147	Sheffield Profilometer
330197	Analogue
8669	Rotary Air Compressor
8949	Worthington Air Compressor
9678	Steam Jenny
9802	Alternator - Compressor
10470	Hydraulic Work Platform
10823	Radial Arm Saw
11003	Huntron Tractor
11006	Drum Dumping Device
11045	Sheet Metal Equipment
11046	Niagra Power Shear
11047	Chicago Box Dan Brake
11054	Portable Welder
11052	Lagun Milling Machine FT4
11148	Logic Sequencer for 2 Joy Air Compressors
8972	Burnmaster Turret Drill
1016	Lodge & Shipley Lathe
3708	Sunen Honing Machine
3765	Coupling Marking Machine
5907	Cincinnati Bickford Crane
5910	Tolhurst Chip Wringer
6107	Mitts Merril Keyseater
6313	Lodge & Shipley Lathe
7004	Warner & Swasey Turret Lathe
7248	Baker Keyseater
7670	Stencilling Machine
8144	16 in. Engine Lathe
8686	20 in. Lodge & Shipley Lathe
8761	72 in. Broaching Machine
8772	Jib Crane
8773	" "

POWER TRANSMISSION MACHINERY (Continued)

Sched. ~~Ex.~~ "A" (cont'd)
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 85

Asset No.	Description
8779	Jib Crane
8781	" "
8782	" "
8787	" "
8788-8790	" "
8793-8798	Yale Hoist
8971	Burgmaster Drill 21094
9108	American Lathe
9115	Excello Boring Machine
9193	Star Baker Keyseater
3949	Avery 2 Spindle Drill
3498	Excello Boring Machine
8164	Deburring Machine
897101	Retrofit Kit
897201	Retrofit Kit
9665	Semi Automatic Packing Line
9763	Deburrer
9798	Cleaning Tank
9799	Cleaning Tank
9806	Exhaust System
9807	Exhaust System
9995	Power Strap Machine S/N 41236
0477	Automatic Rinse Tank
0788	Strapping Machine
1761	Douglas Miller
952301	Upgrade Glebe Balancing Machine
640514	Electric Lift Truck
11095	Numerically Controlled Lathe
11146	KVA Transformer
660002	Hyster Forklift
9428-9431	Pallet Truck
10319	Electronic Scale
0684	Semi Automatic Case Packer
0947	Electronic Parcel Scale
640512	Forklift

Sched.
~~Sc~~ "A" (cont'd.)
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 86

POWER TRANSMISSION MACHINERY (Continued)

Asset No.	Description
640513	Hyster Fork Lift
640520	Walkie Reach Lift
11143	Cardinal Platform Scale
8718	2000 Zip Hoist
8892	Bridge Crane
9112	Cleaning Tank
9886	Jib Crane Hoist
8725	Racine Hack Saw
9267	Steam Jenny
9390	Oscilloscope
9666	Jay Air Compressor
9667	Jay Air Compressor
9671	Rockwell Table Saw
9675	Ingersol Rand Air Dryer
9773	Band Saw 15822
9804	Marvel Band Saw
7992	Tooling for Natco Drill
8030	Rotary Drill
8031-8033	Drill Press
876101	Broach Followrest
8950	Face Welder
8969	Coupling Test Machine
9272	Welding Equipment
9378	Warner & Swasey Chucker
9379	Warner & Swasey Chucker
9401	Stencil Cutter
9514	Fellows Gear Shaper
9518-9520	Natco Multi Spindle Drill
9672	Pratt & Whitney Auto Turret Lathe
9673	" " " " "
9674	Fellows Gear Shaper
9761	Lube Plug Operation
9769	Turret Lathe
9771	Center Oil Extractor
9797	Fellows Gear Shaper
9887	Pfauter 400 Gear Hobber
9888	" " " "

Sched.
~~Ex.~~ "A" (cont'd).
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 87

POWER TRANSMISSION MACHINERY (CONTINUED)

Asset No.	Description
9898	Pratt & Whitney Auto Turret Lathe
9899	" " " " "
10413	Fellows Gear Shaper
10404	" " "
10405	20 in. Gear Shaper
10409	Fellows Gear Shaper
10410	" " "
10556	N.C. Lathe
10557	N.C. Lathe
10576	Cutter Elevation
10589	Circumferential Weld Equipment
10607-10610	Horizontal Drilling Unit
10611	Electricl Control System
10615	Rotary Transfer Table
1061501	" " "
1061502	Bendix Drill Head
10681	Automatic Welding Machine
10748	Auxiliary Welding Equipment
10749	Chip Removal Unit
10750	" " "
10751	Nateo Machine Base
10752	Rotary Table Chucks
10753	Chuck Jaws
10876	Tooling for Rotary Table
10877	Hoist & Jib for Rotary Table
10878	Coolant Pump Rotary Table
10951	Rolling Machine
11048	Broaching Machine
713601	Rebuilt Rotoblast
895001	Rebuilt Face Welding Machine
979701	Adjustable Speed Drive
640501	Hyster Lift Truck
640503	Hyster Fork Lift

Sched.
~~Ex~~. "A" Cont'd (8)
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD
BOOK 4.9 PAGE 93

POWER TRANSMISSION MACHINERY (CONTINUED)

Asset No.	Description
7136	Pangborn Rotoblast
8765	Jib Crane
330144	Broaching Machine
330163	Pallet Truck
330179	CNC Turning Center
2049	Shaper, S/N 11620 See 1928
2049-2	Shaper, Fellows Gear Shaper
6101	Fellows Gear Shaper
6316	American Radial Drill
7064	84 King Vertical Boring Mill
7226	Fellows Gear Shaper
7257	75 Ton Press
7266	Fellows Gear Shaper
7267	Fellows Gear Shaper
7400	100 Gear Shaper
7619	Bullard Vertical Turret Lathe
7620	Bullard Vertical Turret Lathe
7840	Jigmill Devlieg
7998	56 in. Bullard Lathe
8135	Gear Shaper 32836
8136	Gear Shaper 32835 Fellows
8373	Gear Shaper 33228 Fellows
8379	Gear Shaper 33225 Fellows
8382	36 in. Bullard Lathe 31591
8510	Gear Shaper 33299 Fellows
8511	Bullard Lathe 31747
8638	Slotter 48" Rockford
8652	Lathe 46" Bullard
8653	Lathe 66" Bullard
8657	Drill, American 7" Radial
8660	Crane Ches 21503
8661	Crane Ches 21504
8662	Crane Ches 21501
8663	Crane Ches 21502

Sched. "A" (cont'd)
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 89

POWER TRANSMISSION MACHINERY (CONTINUED)

Asset No.	Description
8664	Crane Ches 21505
8665	Crane Ches 21506
8666	Crane Ches 21499
8667	Crane Ches 21500
8668	Keyseater 7BMM
8685	Miller K.T. Vertical
8721	KT Knee Type Miller
8724	Grinder, Blanchard 12461
8762	Crane 20,000 Pound Scale
8840	Chip Conveyor, 8395
8841	" " 8340
8842	" " 8341
8843	" " 8342
8844	" " 8343
8845	" "
8846	" " 8345
8847	" " 8346
8848	" " 8347
8849	" "
8926	1/2" Trenches Sumps
7922	Grinder Internal
7923	Rockford, Hyd. Slotter
9522	Hamilton Gear Hobber
9523	Hamilton Balancing Machine
9524	Hamilton Lap Mach
7176	Conn Bick PL Radical Drill
7064	King Bore Jigmill with Accessories
8511	Grinding Equipment
8721	Milling Head Attachment Kit
8729	Maak Band Saw
8731	Drill, Pedistal Drill Press
8732	Band Saw 14" Delta
8733	Dust Collector
9268	Pfauter 22807 Gear Hobber
9268-01	Crowning Device
9269	L.S. Engine Lathe 48299
9388	Pfauter Gear Hobber

BOOK 499 PAGE 90

POWER TRANSMISSION MACHINERY (CONTINUED)

Asset No.	Description
9438	Layout Table 8 x 30
9522	Crowning Mechanism
9529	Drainichi Lathe
9531	Dispatch Oven H.D. 89742
9796	Fellows Gear Shaper
9800	Tracer Recording Gage
9803	Pfauter Gear Hobber 23942
10558	Machine Center
10946	Weight Scale
10997	Hydraulic Keyseater #5 HFR
11001	Holding Base for Drill
11002	H & H Heavy Hoist
640502	Forklife 12000 lb. Hyster
330190	Maag Gear Shaper
5915	Cincinnati Bickford Drill
6315	Lodge Shipley Lathe
7005	Lodge Shipley Lathe 20 x 48
7112	Gear Shaper 36" Fellows
7233	Lodge Shipley
7246	Fellows Gear Shaper
7249	Morrison Keyseater
7250	Lodge-Shipley Lathe
7253	Lodge Shipley Lathe
7254	Lodge Shipley Lathe
7255	" " "
7256	Warner Swasey Turret Lathe
7618	Spacer Hartford Super
7621	Gear Shaper
7622	Int. gear Tester
7623	Ext. Gear Tester
7842	Rockford Vertical Slotter
7912	Fellows Gear Shaper 36"

Sched. ~~Ex.~~ "A" (cont'd) 11.
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 91

POWER TRANSMISSION MACHINERY (CONTINUED)

Asset No.	Description
7916	Drill Press with Tape
7933	Circular Mill Attachment
8132	Fellows Gear Shaper 32832
8161	W.S. Lathe 2034650
8163	Engine Lathe American 77436
8374	Gear Shaper Fellows 33229
8384	Lathe, American 77637
8512	W.S. Horizontal Lathe
8513	Heald Sur. Grinder 42197
8654	Engine Lathe American 78027
8655	Engine Lathe American 78031
8656	3A W.S. Horizontal Lathe 2168690
8659	Trebel Balancing Machine
8710	Zip Hoist 78562
8711	" " 78563 2000 lbs.
8712	" " 78564 2000 lbs.
8713	" " 78656 2000 lbs.
8714	" " 2000 lbs.
8715	" " 78567 2000 lbs.
8716	" " 78568 2000 lbs.
8719	" " 78571 2000 lbs.
8720	" " 2000 lbs.
8722	Gear Shaper Fellows 645A
8737	Drilling Machine
8760	Bridge Crane 2000 lbs.
8973	Edmund Drill 2F 67398
9192	Keyseater, Star Baker 25
9767	Crane Hoist 2000 lbs.
3447	Oil Extractor
8936	Karnes Drill 8205
9526	Clutch Test Stand
7161	Conn. Bick Radial Drill
8948	Stencil Machine

Sched.
Ex. "A" (cont'd) 12.
~~Addendum to Schedule 4.~~ 10
Machinery at Harmans, MD

BOOK 499 PAGE 92

POWER TRANSMISSION MACHINERY (CONTINUED)

Asset No.	Description
9116	Microcomputer for J&L Lathe
9117	" " " "
9118	PW Tapomatic Drill 51874
9271	L.S. Power Turn Lathe 48306
9532	Semi-Automatic Dip Tank
9564	Precis Balprecision Balance Machine
9663	LS Powerturn Lathe 49060
9664	Ikegai Lathe
9668	Cincinnati Mil. Universal Grinder
9762	Caustic Tank Vent System
9765	Interlake Strapper
9766	Fair/Morse Scale 753491
9808	Pneumatic Hammer
9896	Engine Lathe
9897	Engine Lathe 2516
9951	Type T Lathe Tracer
9952	Cleaning Tank
9954	Drill Unit
10313	Year Shaving Machine
10350	Crane Hoist
10406	Fellows Gear Shaper
10407	" " "
10408	" " "
10605	Schenck Dynamic Balance Machine
10605-1	Pedestal Bed for Balance Machine
10612	Keyseater Master Machine
10756	Crane
10757	Crane
10758	Paint Spray Booth
10759	Oven
10760	Hydraulic Press
10761	Cleaning Tank
10762	Drill Press
10824	Blue M Oven for Koplon C
10825	Hillyer Machining Center

POWER TRANSMISSION MACHINERY (CONTINUED)

Sched. "A" (cont'd)
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 93

Asset No.	Description
10882	Instant Protection Pac
10923	Lodge Shipley Engine Lathe
10942	Magnaflux
10996	Mach. Equip. NFNC 74A30 Verticle Marking Machine
11007	Hofman Rotary Index Table
4520	Blanchard Grinder 7763
7005	Lathe
7233	Lathe 43213
7255	Lodge Shipley Lathe
7621	Gear Shaver
64050	Fork Life Hyster
4502	Monarch Lathe
8723	Gear Shaper - Fellows 36
8738	Drilling Machine
330170	Floor Cleaner
330175	Balance Machine
330178	Engine Lathe
330184	Meter Display
330185	CNC Lathe
330188	Horizontal Balance Machine
330164	CNC Lathe
6215	Excello Tool Grinder
4484	Norton Cutter Grinder
7227	Thompson Surface Grinder
7669	Sellers Drill Grinder
4364	Cinn. Grinder #2
10949	Mohawk Drill Shaper
10209	Do All Surface Grinder
8376	Drill Grinder 10516
6381	Cinn. Cutting Grinder 184102T6P
8387	Electrolytic Grinder
8818	Landis Cylinder Grinder
8822	Induction Generator 66982

Sched. "A" (Cont'd) 14.

~~Addendum~~ to Schedule 4.10
Machinery at Harmans, MD

BOOK 499 PAGE 94

POWER TRANSMISSION MACHINERY (CONTINUED)

Asset No.	Description
8823	Hammond Tool Grinder
9669	Pointer Drill PT1522
9955	Drill Point Grinding Machine
10616	Hob Sharpening Machine
10821	CM#2 Tool - Cutter Grinder
10822	B&W Drill Grinder
10915	Universal Kellenberger Grinder
11000	Fluid Motion Radis Wheel
330169	Piping Loop & Receiver
9116	J.L. Tape Turret Lathe
9117	J.L. N/C Lathe
7844	Scrap Crusher
7863	Hopper for Crusher (7844)
7864	Heather for Crusher (7844)
9760	Chip Crusher
11005	Microfishe Work Center
10361	Centrifuge Center
10514	Portable Soldering Unit
10896	Penetrometer - Fisher Science
11033	Power Supply 7016199
11034	" " 71788541
330173	Coolant System

Sched. "A" (cont'd)
~~Addendum to Schedule "A"~~
Machinery at Rexdale, Ont.

KEPL - MACHINERY AND EQUIPMENT

BOOK 499 PAGE 95

Asset No.	Description
200	Baker Keyseater 7001
201	Cincinnati Spindle Drill 4321
202	Welding Machine
204	Herbert Turret Lathe 3710
205	Fork Lift
206	Monorail & Hoist
207	Herbert Lathe
208	Excello Miller
209	Marking Machine
210	Fellow Gear Shaper 4477
211	Engine Lathe
212	Transformer - Panel
213	Amada Band Saw
214	Herbert Turret Lathe
216	Do-All Saw
217	Monorail System Hoist
218	Elliott Grinder
220	Engine Lathe
221	Keyseater
222	Gear Hobber
223	Fellows Gear Shaper
224	Chucker & Rebuilding
225	Herbert Lathe Used
226	Brinnell Tester
227	Drill Shaper
229	Lift Truck
230	5 Ton Crane
231	Gear Shaper Sykes
232	Warner Swaysey Lathe
233 & 234	Bobin Drill (2)
235,236,237	3 Jib Cranes
238	Hewlett Packard Plotter
239	Barnes Drill
240	Conveyor
241	Vacuum Oven

Sched. "A" (cont'd)
~~Ex.~~ ~~Addendum to Schedule 4.10~~
Machinery at Rexdale, Ont.

BOOK 499 PAGE 96

KEPL - MACHINERY AND EQUIPMENT (Continued)

Asset No.	Description
242	Tool Post Grinder
243	Mittler Balance Machine
245	Dust Collector
246	Used Radial Drill
247	Comprssor
229	Stacker
249	Gear Sharpener - Fellows
250	Rebuilt Grinder
251	Vertical Mill
252	Slotting Machine
253	Sony Digital Readout for Slotter
254	Face Plate for Gear Shaper - Part of Tag #249
255	Jib Crane & Hoist Hook
256	Webber Gage Block
257	Kapp Hob Grinder
258	Fellows Gear Shaper 4AGS
259	Meuser Lathe
260	Roll Machine
	Fellows Gear Shaper G-36
	Hechert Spline Shaft Hob Machine
	Cincinnati Milcron Horizontal Machine Center
	Horizontal Broach Machine
	Internal Grinder
	Heavy Duty Calibrator
	Power Chuck
	Schenck Balance Machine
	Schenck Balance Machine Extention

BOOK 499 PAGE 97

Schedule "B"

PATENTS

Docket No.	Title	Inventor	Country	Patent No.	Issue Date
68M424	Disc Type Flexible Shaft Coupling	C. H. Williams	U.S.A. Canada	3,654,775 931,369	4-11-72 8-7-73
69M238	Torsionally and Axially Flexible Coupling	J. Wright	U.S.A.	3,575,014	4-13-71
70M584	Torsionally Resilient Shaft Coupling	J. Wright	U.S.A. Canada	3,673,813 930,696	7-4-72 7-31-73
68M428	Gear Type Coupling	K. K. Carman	U.S.A. Canada	3,673,814 924,226	7-4-72 4-10-73
68M432	Flexible Centrifugal Clutch Coupling	J. Wright	U.S.A.	3,675,750	7-11-72
70M176	Flexible Coupling	C. H. Williams	U.S.A.	3,698,208	10-17-72
69M344	Metering Valve	C. H. Williams	U.S.A. Canada	3,698,436 940,493	10-17-72 1-22-74
68M429	Hub to Shaft Connector and Method for Coupling	K. K. Carmen	U.S.A.	3,702,200	11-7-72
72M25	Resilient Coupling	M. M. Calistrat	U.S.A. West Germany India Japan Spain	3,724,239 P2265129 136,436 1,091,492 414,845	4-3-73 1-22-76 10-23-72 2-8-73 4-11-75
70M513	Gear Type Coupling	K. K. Carmen	U.S.A.	3,775,997	12-4-73

BOOK 499 PAGE 98

Schedule "B" (Continued)

PATENTS

Docket No.	Title	Inventor	Country	Patent No.	Issue Date
70M584C	Torsionally Resilient Shaft Coupling	J. Wright	U.S.A.	3,791,169	2-12-74
68M429D	Method of Connecting a Hub to a Shaft	K. K. Carmen	U.S.A.	3,805,374	4-23-74
70M741	Engaging Coacting Propulsion Systems	C. H. Williams	U.S.A.	3,830,349	8-20-74
73M341	Dynamically Piloted Gear Coupling	M. M. Calistrat	U.S.A.	3,898,813	8-12-75
73M296	Method and Apparatus for Electronically Controlling Engagement of Coacting Propulsion Systems	M. M. Calistrat	U.S.A.	3,915,271	10-28-75
74M65	Permanently Sealed Gear Coupling	M. M. Calistrat	U.S.A.	3,953,986	5-4-76
74M73	Flexible Gear Coupling Having a Shear Spaced and Sleeeve Capturing Means	J. Wright	U.S.A.	3,982,408	9-28-76
74M70	Torsionally Resilient Shaft Coupling	J. Wright	U.S.A.	3,995,448	12-7-76
75M20	Spindle Coupling	S. Banki	U.S.A. Canada	3,999,404 1,053,017	12-28-76 4-24-79
74M75	Continuously Lubricated Coupling	M. M. Calistrat	U.S.A.	4,004,433	1-25-77
75M118	Symmetrical Sealed Gear Coupling	M. M. Calistrat	U.S.A.	4,019,344	4-26-77

BOOK 499 PAGE 99

PATENTS

Docket No.	Title	Inventor	Country	Patent No.	Issue Date
75M17	Improved Roll-End Spindle Coupling	J. Wright	U.S.A. Canada	4,037,430 1,068-924	7-26-77 1-1-80
77M117	Segmented Driving Shaft	M. M. Calistrat	U.S.A.	4,164,855	8-21-79
77M16	Diaphragm Coupling	M. M. Calistrat	U.S.A.	4,191,030	3-4-80
77M51	Rotary Union	W. Hewitt	U.S.A.	4,1902,559	3-11-80
77M106D	Gear Type Coupling with Overload Protection	K. K. Carmen et al	U.S.A.	4,347,715	9-7-82
79M37C	Flexible Coupling	M. M. Calistrat	U.S.A. Canada United Kingdom	4,437,847 1,178,074 2,075,151	3-20-84 11-20-84 5-1-81
77M106M	Gear Type Loading with Overload Protection	K. K. Carmen et al	U.S.A.	4,457,735	7-3-84
80M15	Hub Retention Device	J. Wright	U.S.A.	4,472,160	9-18-83
82M35	Low Torsional Stiffness Flexible	J. Wright	United Kingdom	2,126,690	8-19-83

BOOK 499 PAGE 100

Schedule "B" (Continued)

PATENT APPLICATIONS

Docket No.	Title	Inventor	Country	Patent No.	Issue Date
79M37C	Improved Flexible Coupling	M. M. Calistrat	Sweden Italy	81/020463 483969/81	3-31-81 5-5-81
82M35	Low Torsional Stiffeners Flexible Coupling	J. Wright	Canada	436,074	9-6-83
83M35CIP	Reverse Mount Disc-Pack Coupling with Interlocking Hub and Sleeve Flanges	M. M. Calistrat et al	U.S.A. European Japan Canada	797,711 86300252.3 7147/1986 499,702	11-13-85 1-16-86 1-16-86 1-16-86

Schedule "C"

REGISTERED TRADEMARKS

Trademark	Country	Registration No.
FAST'S	United States	1,354,978
	Canada	152,067
	Mexico	160,554
MAX-C	United States	1,354,972
	France	1,296,002

BOOK 499 PAGE 102

APPLICATIONS FOR TRADEMARK REGISTRATION

Trademark	Country	Application No.
FAST'S	Austria	AM 711/86
	Benelux	681993
	France	781,169
	West Germany	K 49 5344/7 Wz
	South Africa	86/1330
	Sweden	86-1945
	United Kingdom	1262246
MAX-C	Benelux	670,938
	Canada	535,766
	West Germany	K 47 915/7 Wz
	Italy	Not yet received
	Mexico	245,115
	South Africa	84/11248
	Spain	1,091,259
	Sweden	84-09418
	United Kingdom	1,232,769
KOP-FLEX	United States	590,066

EXHIBIT "A"

6/5/86
RK/ss
Revised
6/6/86

DESCRIPTION OF THE KOPPERS
PROPERTY - REMAINING BOUNDARY
INCLUDING LOTS 1, 2, 3 OF A MINOR
SUBDIVISION PLAT
FIFTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a pipe found on the West right-of-way line of the Philadelphia, Baltimore & Washington Railroad as laid out 130 feet wide, said pipe marking the end of the Fourth or South 30 degrees 29 minutes East 570.70 foot line of the conveyance from Arthur G. & Louise S. Griffith to Samuel M. & Constance V. Pistorio recorded among the Land Records of Anne Arundel County, Maryland in Liber 631, Folio 108 thence binding on said West Railroad Right-of-Way line and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 00 degrees 07 minutes 25 seconds West 1565.06 feet to intersect the proposed South right-of-way line of Maryland Route 100, proposed 400 feet wide, thence binding on said South Right-of-Way line,

(2) South 75 degrees 00 minutes 29 seconds West 945.79 feet thence,

(3) With a curve to the right having a radius of 4019.72 feet, an arc length of 1047.87 feet and being subtended by a chord South 82 degrees 28 minutes 34 seconds West 1044.90 feet, thence binding on the Third through Ninth and part of the Tenth courses of the conveyance from Adam J. Rutkowski to Frank J. & Adam J. Rutkowski recorded among the aforesaid Land Records in Liber 3481, Folio 171,

(4) North 31 degrees 54 minutes 36 seconds East 833.36 feet,

(5) North 88 degrees 25 minutes 26 seconds East 240.00 feet,

(6) North 02 degrees 54 minutes 27 seconds East 445.42 feet,

(7) North 37 degrees 12 minutes 34 seconds West 396.00 feet,

(8) North 01 degrees 54 minutes 27 seconds East 226.00 feet,

(9) North 61 degrees 35 minutes 33 seconds West 474.23 feet,

(10) North 16 degrees 45 minutes 27 seconds East 480.14 feet,

(11) North 84 degrees 52 minutes 33 seconds West 118.95 feet to the East side of Harmans Road, 40 feet wide, thence binding on same,

(12) North 28 degrees 01 minutes 05 seconds East 226.38 feet thence,

(13) With a curve to the left having a radius of 7965.00 feet, an arc length of 200.47 feet and being subtended by a chord North 27 degrees 17 minutes 49 seconds East 200.47 feet, thence

(14) North 26 degrees 34 minutes 33 seconds East 480.75 feet, thence binding on the Southwest, Southeast and Southwest boundary lines of the George F. Hallameyer, Jr. Et Al property deed recorded among the aforesaid Land Records in Liber 3530, Folio 388 also binding on the South 38 degrees 20 minutes East 648.65 feet and North 46 degrees 40 minutes East 363.00 foot lines of the conveyance from Samuel M. & Constance V. Pistorio and 1405 Parker Road Corporation to Koppers Company, Inc., deed dated March 31, 1966 recorded among the aforesaid Land Records in Liber 1961, Folio 220,

(15) South 38 degrees 34 minutes 33 seconds East 617.01 feet, thence

(16) North 46 degrees 25 minutes 27 seconds East 363.00 feet, thence

(17) South 38 degrees 34 minutes 42 seconds East 1311.63 feet to the point of beginning,

CONTAINING 93.44 acres of land, more or less, as now surveyed by John E. Harms, Jr. & Associates, Inc., May 1986,

BEING part of the property conveyed by Samuel M. & Constance V. Pistorio and 1405 Parker Road Corporation to Koppers Company, Inc., deed dated March 31, 1966 recorded among the aforesaid Land Records in Liber 1961, Folio 220,

BEING all that property of Samuel M. & Constance V. Pistorio deed recorded among the aforesaid Land Records in Liber 631, Folio 108,

SUBJECT to the following:

1. Terms and provisions as set forth in Agreement between Helen H. Banks, et al and Consolidated Gas Electric Light and Power Company of Baltimore dated November 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 891, Folio 250,

2. Terms and provisions as set forth in Agreement between Helen H. Banks, et al and Consolidated Gas Electric Light and Power Company of Baltimore dated July 17, 1957 and recorded among

the Land Records of Anne Arundel County in Liber G.T.C. No. 1154, Folio 197,

3. Terms and provisions as set forth in Deed from Noah A. Clark and wife to George E. Shipley et al, dated February 27, 1884 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 23, Folio 202, as modified by Agreement between John J. Jeffrey, et al, and George L. Shipley dated June 4, 1903, and recorded among the Land Records in Liber G.W. 29, Folio 448,

4. Terms and provisions as set forth in Agreement between Lillie J. Jeffrey and the Chesapeake and Potomac Telephone Company of Maryland dated August 20, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. 55, Folio 393,

5. Terms and provisions as set forth in Agreement between Andrew Krass, Jr. and Consolidated Gas Electric Light and Power Company of Baltimore dated June 25, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, Folio 93,

6. Terms and provisions as set forth Agreement between Kopper's Company, Inc. and Baltimore Gas Electric Company dated June 6, 1966 and recorded among the Land Records of Anne Arundel County in Liber 1984, Folio 63,

7. Terms and provisions as set forth in Agreement between Kopper's Company, Inc. et al and Baltimore Gas and Electric Company dated June 6, 1966 and recorded among the Land Records of Anne Arundel County in Liber 1984, Folio 68,

8. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated March 24, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2410, Folio 234

9. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated January 2, 1974 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2653, Folio 645,

10. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated March 24, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2410, Folio 239,

11. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated March 5, 1975 and recorded among the Land Records of Anne Arundel County in Liber 2755, Folio 873,

12. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated December 2, 1975 and recorded among the Land Records of Anne Arundel County in Liber 2815, Folio 127,

13. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated February 9, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3055, Folio 528,

14. Subject to minimum building set back lines, easements,

access roads, 400 foot wide State Highway Administration proposed right-of-way for Maryland Route 100 and all statements, conditions, and remarks as shown on Minor Subdivision Plat of Lot 3, Koppers Property which Plat is recorded among the Land Records of Anne Arundel County in Liber 3646, Folio 103.

Mail to Baltimore Fed Financial

To Be Recorded In The Land Records And In The Chattel Records Of The Local Jurisdiction And Among The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax Of $ 32,200.00 On Principal Amount Of $4,600,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County, Maryland Upon The Filing Of A Deed Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:**

   1. K-LEE ACQUISITION CORP. (subsequently to be known as Kop-Flex, Inc.)
      101 Harmans Road
      Harmans, Maryland 21077

   2. KOP-FLEX, INC. (formerly known as K-Lee Acquisition Corp.)
      101 Harmans Road
      Harmans, Maryland 21077

2. **SECURED PARTY:**

   BALTIMORE FEDERAL FINANCIAL, F.S.A.
   300 East Lombard Street
   Baltimore, Maryland 21202

   Attention: J. David Kommalan, Senior Vice President

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

   a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

   b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement,

40.00
.50
POSTAGE

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY, MD. FOLIO 802 TIME 13:08
JUN 17 86

1000/50

1986 JUN 17 PM 1:19
E. AUBREY COLLISON
CLERK

or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.

d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtors in consequence of such rights and benefits, including the release, modification, or amendment thereof.

e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.

f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.

h. All revenues and profits, accounts receivable and contract rights pertaining to the below described real property, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.

i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtors in any capacity, including but not limited to any balance or share belonging to the Debtors of any deposit or other account with the Secured Party.

4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and

improvements thereon described in a Second Priority Purchase Money Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of 6 page(s).

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

K-LEE ACQUISITION CORP./
KOP-FLEX, INC.,
a Delaware corporation

By: _____ (SEAL)
Jonathan O. Lee, President

Date: June 11, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Lawrence J. Gebhardt, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LJG) 5424

FIN ST 3
K-00.41

EXHIBIT "A"

6/5/86
RK/ss
Revised
6/6/86

DESCRIPTION OF THE KOPPERS
PROPERTY - REMAINING BOUNDARY
INCLUDING LOTS 1, 2, 3 OF A MINOR
SUBDIVISION PLAT
FIFTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a pipe found on the West right-of-way line of the Philadelphia, Baltimore & Washington Railroad as laid out 130 feet wide, said pipe marking the end of the Fourth or South 30 degrees 29 minutes East 570.70 foot line of the conveyance from Arthur G. & Louise S. Griffith to Samuel M. & Constance V. Pistorio recorded among the Land Records of Anne Arundel County, Maryland in Liber 631, Folio 108 thence binding on said West Railroad Right-of-Way line and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 00 degrees 07 minutes 25 seconds West 1565.06 feet to intersect the proposed South right-of-way line of Maryland Route 100, proposed 400 feet wide, thence binding on said South Right-of-Way line,

(2) South 75 degrees 00 minutes 29 seconds West 945.79 feet thence,

(3) With a curve to the right having a radius of 4019.72 feet, an arc length of 1047.87 feet and being subtended by a chord South 82 degrees 28 minutes 34 seconds West 1044.90 feet, thence binding on the Third through Ninth and part of the Tenth courses of the conveyance from Adam J. Rutkowski to Frank J. & Adam J. Rutkowski recorded among the aforesaid Land Records in Liber 3481, Folio 171,

(4) North 31 degrees 54 minutes 36 seconds East 833.36 feet,

(5) North 88 degrees 25 minutes 26 seconds East 240.00 feet,

(6) North 02 degrees 54 minutes 27 seconds East 445.42 feet,

(7) North 37 degrees 12 minutes 34 seconds West 396.00 feet,

(8) North 01 degrees 54 minutes 27 seconds East 226.00 feet,

(9) North 61 degrees 35 minutes 33 seconds West 474.23 feet,

(10) North 16 degrees 45 minutes 27 seconds East 480.14 feet,

(11) North 84 degrees 52 minutes 33 seconds West 118.95 feet to the East side of Harmans Road, 40 feet wide, thence binding on same,

(12) North 28 degrees 01 minutes 05 seconds East 226.38 feet thence,

(13) With a curve to the left having a radius of 7965.00 feet, an arc length of 200.47 feet and being subtended by a chord North 27 degrees 17 minutes 49 seconds East 200.47 feet, thence

(14) North 26 degrees 34 minutes 33 seconds East 480.75 feet, thence binding on the Southwest, Southeast and Southwest boundary lines of the George F. Hallameyer, Jr. Et Al property deed recorded among the aforesaid Land Records in Liber 3530, Folio 388 also binding on the South 38 degrees 20 minutes East 648.65 feet and North 46 degrees 40 minutes East 363.00 foot lines of the conveyance from Samuel M. & Constance V. Pistorio and 1405 Parker Road Corporation to Koppers Company, Inc., deed dated March 31, 1966 recorded among the aforesaid Land Records in Liber 1961, Folio 220,

(15) South 38 degrees 34 minutes 33 seconds East 617.01 feet, thence

(16) North 46 degrees 25 minutes 27 seconds East 363.00 feet, thence

(17) South 38 degrees 34 minutes 42 seconds East 1311.63 feet to the point of beginning,

CONTAINING 93.44 acres of land, more or less, as now surveyed by John E. Harms, Jr. & Associates, Inc., May 1986,

BEING part of the property conveyed by Samuel M. & Constance V. Pistorio and 1405 Parker Road Corporation to Koppers Company, Inc., deed dated March 31, 1966 recorded among the aforesaid Land Records in Liber 1961, Folio 220,

BEING all that property of Samuel M. & Constance V. Pistorio deed recorded among the aforesaid Land Records in Liber 631, Folio 108,

SUBJECT to the following:

1. Terms and provisions as set forth in Agreement between Helen H. Banks, et al and Consolidated Gas Electric Light and Power Company of Baltimore dated November 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 891, Folio 250,

2. Terms and provisions as set forth in Agreement between Helen H. Banks, et al and Consolidated Gas Electric Light and Power Company of Baltimore dated July 17, 1957 and recorded among

the Land Records of Anne Arundel County in Liber G.T.C. No. 1154, Folio 197,

3. Terms and provisions as set forth in Deed from Noah A. Clark and wife to George E. Shipley et al, dated February 27, 1884 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 23, Folio 202, as modified by Agreement between John J. Jeffrey, et al, and George L. Shipley dated June 4, 1903, and recorded among the Land Records in Liber G.W. 29, Folio 448,

4. Terms and provisions as set forth in Agreement between Lillie J. Jeffrey and the Chesapeake and Potomac Telephone Company of Maryland dated August 20, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. 55, Folio 393,

5. Terms and provisions as set forth in Agreement between Andrew Krass, Jr. and Consolidated Gas Electric Light and Power Company of Baltimore dated June 25, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, Folio 93,

6. Terms and provisions as set forth Agreement between Kopper's Company, Inc. and Baltimore Gas Electric Company dated June 6, 1966 and recorded among the Land Records of Anne Arundel County in Liber 1984, Folio 63,

7. Terms and provisions as set forth in Agreement between Kopper's Company, Inc. et al and Baltimore Gas and Electric Company dated June 6, 1966 and recorded among the Land Records of Anne Arundel County in Liber 1984, Folio 68,

8. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated March 24, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2410, Folio 234

9. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated January 2, 1974 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2653, Folio 645,

10. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated March 24, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2410, Folio 239,

11. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated March 5, 1975 and recorded among the Land Records of Anne Arundel County in Liber 2755, Folio 873,

12. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated December 2, 1975 and recorded among the Land Records of Anne Arundel County in Liber 2815, Folio 127,

13. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated February 9, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3055, Folio 528,

14. Subject to minimum building set back lines, easements,

access roads, 400 foot wide State Highway Administration proposed right-of-way for Maryland Route 100 and all statements, conditions, and remarks as shown on Minor Subdivision Plat of Lot 3, Koppers Property which Plat is recorded among the Land Records of Anne Arundel County in Liber 3646, Folio 103.

Mail to Baltimore Fed Financial

BOOK 499 PAGE 118

262356

To Be Recorded In The Chattel And Land Records Of The Local Jurisdiction And Among The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recordation Tax Of $ 37,800.00 On The Principal Amount Of $5,400,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County, Maryland.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:**

1. K-LEE ACQUISITION CORP. (subsequently to be known as Kop-Flex, Inc.)
101 Harmans Road
Harmans, Maryland 21077

2. KOP-FLEX, INC. (formerly known as K-Lee Acquisition Corp.)
101 Harmans Road
Harmans, Maryland 21077

2. **SECURED PARTY:**

BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Robert P. Warr, Jr.,
Senior Vice President

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

RECORD FEE 140.00

(i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

POSTAGE .50

(ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
JUN 17 86

1986 JUN 17 PM 1:19
E. AUBREY COLLISON
CLERK

K000/30

(iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;

(iv) Those items of personal property listed on Schedule A, attached hereto and made a part hereof, consisting of 19 pages.

(v) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");

(vi) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;

(vii) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;

(viii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;

(ix) All franchises, subfranchises, rights to distribute, sales agencies, licenses, permits, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;

(x) General intangibles in the form of patents (including those listed on Schedule B, attached hereto and made a part hereof, consisting of 4 pages), trademarks (including those listed on Schedule C, attached hereto and made a part hereof consisting of 2 pages), tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);

(xi) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;

(xii) General Intangibles in the form of goodwill; and

(xiii) All of the Debtor's rights under the "Asset Purchase Agreement For The Purchase of Koppers Power Transmission Division By K-Lee Acquisition Corp.," including but not limited to rights of indemnification and claims for breach of representations and warranties.

(xiv) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

5. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of 6 page(s).

DEBTOR:

K-LEE ACQUISITION CORP./
KOP-FLEX, INC.,
a Delaware corporation

By: _____ (SEAL)
Jonathan O. Lee, President

Date: June 11, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Lawrence J. Gebhardt, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LJG) 5424

FIN ST 4
K-00.41

SCHEDULE "A"

PROPERTY, EQUIPMENT AND OPERATIONS

LEASED PROPERTY

1) 25.271 acres of land and manufacturing and office building with a floor area of approximately 211,000 square feet.

Copy of lease originally held by John L. Probst, Trustee, and now held by New England Mutual Life Insurance Company, is attached.

2) Automobiles:

Unit No.	Location	Type
485	Maryland	1984 Buick Century
494	Ohio	1985 Olds Cutlass Cierra
AR327	Ohio	1986 Buick Century
AR313	Michigan	1986 Olds Cutlass Cierra
492	New York	1985 Olds Cutlass Cierra
461	Georgia	1983 Chevrolet Malibu
496	Wiconsin	1985 Olds Cutlass
502	Illinois	1985 Olds Cierra
501	Illinois	1985 Olds Cierra
60687	Maryland	1986 Buick Century
497	New Hampshire	1985 Olds Cutlass Cierra
495	Pennsylvania	1985 Olds Cutlass Cierra
477	Texas	1984 Olds Cutlass Cierra
62914	Texas	1986 Olds Cutlass Cierra
-	California	1985 Olds Cutlass Cierra
AR338	Pennsylvania	1986 Buick Century
18-031	Canada	1984 Olds Cutlass Wagon
18-033	Canada	1984 Ford Wagon
18-036	Canada	1985 Buick Regal
18-043	Canada	1986 Olds Cutlass
18-045	Canada	1986 Ford Crown Victoria
18-046	Canada	1986 Dodge Van
R-035	Canada	1984 Buick Regal
18-044	Canada	1986 Chevrolet Wagon

Sched. Ex. "A" (cont'd)

~~DRAFT 11/5/86~~

3) Leased Office Equipment in Canada

BOOK 499 PAGE 122

Lease No.	Description
18-029	3M Photo Copier #124759
18-034	Xerox Copier #D51013219
18-038)	
18-037)	Trans-Lux Telex (2) #74620 and #75642
18-039	Lexowriter III
18-040	Brother Typewriter #4167755
18-042)	
18-041	Omifax Facsimile (2) #03220 and #03148

4) Sales Offices

Pittsburgh
9 Oarkway Center
Pittsburgh, Pennsylvania 15220

Chicago
188 Industrial Drive
Elmhurst, Illinois 60126

Gus Deschatelets
3767 Boulthimens
Suite 270
Montreal, P.Q.
H4R 1W4

PROPERTY AT HARMANS, MARYLAND

1) 69.28 acres of land in addition to those acres included in the leased property.

2. Structure and land improvements housing the forge shop.

3) All furniture and office equipment.

4) All computer software utilized by the business.

5) All tools, jigs, fixtures, supplies and spare parts used in the business.

6 Machinery and equipment as follows:

BOOK 499 PAGE 123

PROPERTY IN UNITED KINGDOM

1) 1984 Ford Granada automobile used by B. Terron.

PROPERTY AT ENGINEERED METAL PRODUCTS GROUP

1) Furniture and office equipment used by Group employees transferred to the Buyer.

PROPERTY AT REXDALE, ONTARIO, CANADA

1) Land - approximately .869 acres, and structure of approximately 19,980 square feet of manufacturing and office floow space located at 19 Meteor Drive, Rexdale, Ontario, Canada M9W LA3.

2) All furniture and office equipment including computors and software.

3) All tools, jigs, fixtures, supplies and spare parts used in the business.

4) Machinery and equipment as follows:

PROPERTY IN FIELD SALES OFFICES

1) Furniture and office equipment used by Power Transmission Division employees in field sales offices.

Sched. "A" (CONT'D)

~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

POWER TRANSMISSION MACHINERY

BOOK 499 PAGE 121

Asset No.	Description
10683	Test Stand
10365	10 Ton Bridge Crane
10366	Taurus Lifting Arm
10367	Floor Cleaner-Scrubber
10368	Billet Conveyor
13069	25 HP Air Compressor
10370	25 HP Air Compressor
10372	Forging Conveyor
10373	Flash Conveyor
10471	Underground Electrical System
10472	Transformer
10473	Transformer
10474	Heat Equipment for Die Shrink
10476	Infra-red Heater
10479	Forge Die Preheat Equipment
10480	Weingarten Screw Press
10480-01	Weingarten Screw Press
10481	Tooling for Screw Press
10482	Weingarten Trim Press
10483	Tooling for Trim Press
10484	Transformer Switch Gear
10485	Die Cart
10486	Lubrication System
10487	Transformer Switch Gear
10487-01	Modify Transformer for Screw Press
10488	Transformer Switch Gear
10489	Carbide Cut-off Saw
10518	Induction Heater #1
10519	Induction Heater #2
10520	Pumping Skid-Induction Heater
10521	Cooling Tower
10522	Electrical Control Cabinet
10523	Electrical Control Cabinet

Schd. "A" (cont'd) 2.
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 125

POWER TRANSMISSION MACHINERY (Continued)

Asset No.	Description
10524	Taurus Lifting Arm
10525	Taurus Lifting Arm
10526	Taurus Lifting Arm
10527	Transformer Switch Gear
10528	Controls for Screw Press
10529	Controls for Trim Press
10530	Screw Press Fan
10539	Infra-red Heater
10540	" "
10541	" "
10542	" "
10543	" "
10544	" "
10545	" "
10546	" "
10547	" "
10548	" "
10549	" "
10550	" "
10551	" "
10567	Screw Press Die Material
10588	Storage Facilities
10674	Trim Press Die Material
10747	Chain Hoist & Misc. Equipment
10879	40 Dies for Forge Shop
10881	Compressed Air Drying Equipment
10999	Industrial Robot
11049	Welding Equipment
11051	Annealing Oven
11053	1000 KVA Transformer
640515	Lift Truck
11139	Magnetic Lift
11144	Fluidized Bed Heat Treat & Nitriding Facility
11049	Die Welding Equipment
10505	N.C. Tape Preparation Center

BOOK 499 PAGE 126

POWER TRANSMISSION MACHINERY (Continued)

Asset No.	Description
4076	Lincoln Electric Welder
3409	Hardness Tester
4469	Concentricity Fixture
7666	MAAG Gear Tester
8827	Brinnell Hardness Tester
8828	Measuring Machine
882801	Rebuild Measuring Machine
8850	Optical Comparator
8851	Rotary Table
8852	Pneumatic Centric Table
8853	Differential Gage
8854	Differential Gage
8855	Granite Surface Plate
11051	Annealing Oven
8856	Indi Dquare 887
8857	Pneumatic Centric Rotary Table
8970	Coupling Test Machine
9015	Dust Hoods
9270	Maag Gear Tester
9517	Magna Flux Unit 72182
9533	Gage Square Master
9534	Angle Plate Master
9768	Digital Height Gage
9770	Brinnel Tester ZW 94
9772	Measuring Machine 50078
9801	Boise Measuring Machine
9805	Shore Hardness Tester
9891	Wilson Rockwell Tester
9950	Hardness Tester
9953	Measuring Machine
10469	Hearness Tester
10552	Ultrasonic Inspection Equipment
10944	Brown & Sharp Digital Height Gage
9772-01	Rebuild Measuring Machine
9772-02	Rebuild Measuring Machine

Sched.

POWER TRANSMISSION MACHINERY (Continued)

Sch. "A" (cont'd)
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 127

Asset No.	Description
11141	Digital Height Gage
11106	Measuring Machine
11147	Sheffield Profilometer
330197	Analogue
8669	Rotary Air Compressor
8949	Worthington Air Compressor
9678	Steam Jenny
9802	Alternator - Compressor
10470	Hydraulic Work Platform
10823	Radial Arm Saw
11003	Huntron Tractor
11006	Drum Dumping Device
11045	Sheet Metal Equipment
11046	Niagra Power Shear
11047	Chicago Box Dan Brake
11054	Portable Welder
11052	Lagun Milling Machine FT4
11148	Logic Sequencer for 2 Joy Air Compressors
8972	Burnmaster Turret Drill
1016	Lodge & Shipley Lathe
3708	Sunen Honing Machine
3765	Coupling Marking Machine
5907	Cincinnati Bickford Crane
5910	Tolhurst Chip Wringer
6107	Mitts Merril Keyseater
6313	Lodge & Shipley Lathe
7004	Warner & Swasey Turret Lathe
7248	Baker Keyseater
7670	Stencilling Machine
8144	16 in. Engine Lathe
8686	20 in. Lodge & Shipley Lathe
8761	72 in. Broaching Machine
8772	Jib Crane
8773	" "

POWER TRANSMISSION MACHINERY (Continued)

Sched. ~~Ex.~~ "A" (cont'd)
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 128

Asset No.	Description
8779	Jib Crane
8781	" "
8782	" "
8787	" "
8788-8790	" "
8793-8798	Yale Hoist
8971	Burgmaster Drill 21094
9108	American Lathe
9115	Excello Boring Machine
9193	Star Baker Keyseater
3949	Avery 2 Spindle Drill
3498	Excello Boring Machine
8164	Deburring Machine
897101	Retrofit Kit
897201	Retrofit Kit
9665	Semi Automatic Packing Line
9763	Deburrer
9798	Cleaning Tank
9799	Cleaning Tank
9806	Exhaust System
9807	Exhaust System
9995	Power Strap Machine S/N 41236
0477	Automatic Rinse Tank
0788	Strapping Machine
1761	Douglas Miller
952301	Upgrade Glebe Balancing Machine
640514	Electric Lift Truck
11095	Numerically Controlled Lathe
11146	KVA Transformer
660002	Hyster Forklift
9428-9431	Pallet Truck
10319	Electronic Scale
0684	Semi Automatic Case Packer
0947	Electronic Parcel Scale
640512	Forklift

Sched.
~~Sc~~ "A" (cont'd.)
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 400 PAGE 129

POWER TRANSMISSION MACHINERY (Continued)

Asset No.	Description
640513	Hyster Fork Lift
640520	Walkie Reach Lift
11143	Cardinal Platform Scale
8718	2000 Zip Hoist
8892	Bridge Crane
9112	Cleaning Tank
9886	Jib Crane Hoist
8725	Racine Hack Saw
9267	Steam Jenny
9390	Oscilloscope
9666	Jay Air Compressor
9667	Jay Air Compressor
9671	Rockwell Table Saw
9675	Ingersol Rand Air Dryer
9773	Band Saw 15822
9804	Marvel Band Saw
7992	Tooling for Natco Drill
8030	Rotary Drill
8031-8033	Drill Press
876101	Broach Followrest
8950	Face Welder
8969	Coupling Test Machine
9272	Welding Equipment
9378	Warner & Swasey Chucker
9379	Warner & Swasey Chucker
9401	Stencil Cutter
9514	Fellows Gear Shaper
9518-9520	Natco Multi Spindle Drill
9672	Pratt & Whitney Auto Turret Lathe
9673	" " " " "
9674	Fellows Gear Shaper
9761	Lube Plug Operation
9769	Turret Lathe
9771	Center Oil Extractor
9797	Fellows Gear Shaper
9887	Pfauter 400 Gear Hobber
9888	" " " "

Sched.
~~Ex~~. "A" (cont'd).
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 130

POWER TRANSMISSION MACHINERY (CONTINUED)

Asset No.	Description
9898	Pratt & Whitney Auto Turret Lathe
9899	" " " " "
10413	Fellows Gear Shaper
10404	" " "
10405	20 in. Gear Shaper
10409	Fellows Gear Shaper
10410	" " "
10556	N.C. Lathe
10557	N.C. Lathe
10576	Cutter Elevation
10589	Circumferential Weld Equipment
10607-10610	Horizontal Drilling Unit
10611	Electricl Control System
10615	Rotary Transfer Table
1061501	" " "
1061502	Bendix Drill Head
10681	Automatic Welding Machine
10748	Auxiliary Welding Equipment
10749	Chip Removal Unit
10750	" " "
10751	Nateo Machine Base
10752	Rotary Table Chucks
10753	Chuck Jaws
10876	Tooling for Rotary Table
10877	Hoist & Jib for Rotary Table
10878	Coolant Pump Rotary Table
10951	Rolling Machine
11048	Broaching Machine
713601	Rebuilt Rotoblast
895001	Rebuilt Face Welding Machine
979701	Adjustable Speed Drive
640501	Hyster Lift Truck
640503	Hyster Fork Lift

Sched.
~~Ex~~. "A" Cont'd (8)
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 131

POWER TRANSMISSION MACHINERY (CONTINUED)

Asset No.	Description
7136	Pangborn Rotoblast
8765	Jib Crane
330144	Broaching Machine
330163	Pallet Truck
330179	CNC Turning Center
2049	Shaper, S/N 11620 See 1928
2049-2	Shaper, Fellows Gear Shaper
6101	Fellows Gear Shaper
6316	American Radial Drill
7064	84 King Vertical Boring Mill
7226	Fellows Gear Shaper
7257	75 Ton Press
7266	Fellows Gear Shaper
7267	Fellows Gear Shaper
7400	100 Gear Shaper
7619	Bullard Vertical Turret Lathe
7620	Bullard Vertical Turret Lathe
7840	Jigmill Devlieg
7998	56 in. Bullard Lathe
8135	Gear Shaper 32836
8136	Gear Shaper 32835 Fellows
8373	Gear Shaper 33228 Fellows
8379	Gear Shaper 33225 Fellows
8382	36 in. Bullard Lathe 31591
8510	Gear Shaper 33299 Fellows
8511	Bullard Lathe 31747
8638	Slotter 48" Rockford
8652	Lathe 46" Bullard
8653	Lathe 66" Bullard
8657	Drill, American 7" Radial
8660	Crane Ches 21503
8661	Crane Ches 21504
8662	Crane Ches 21501
8663	Crane Ches 21502

POWER TRANSMISSION MACHINERY (CONTINUED)

Schd. ~~Ex~~ "A" (cont'd)
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 132

Asset No.	Description
8664	Crane Ches 21505
8665	Crane Ches 21506
8666	Crane Ches 21499
8667	Crane Ches 21500
8668	Keyseater 7BMM
8685	Miller K.T. Vertical
8721	KT Knee Type Miller
8724	Grinder, Blanchard 12461
8762	Crane 20,000 Pound Scale
8840	Chip Conveyor, 8395
8841	" " 8340
8842	" " 8341
8843	" " 8342
8844	" " 8343
8845	" "
8846	" " 8345
8847	" " 8346
8848	" " 8347
8849	" "
8926	1/2" Trenches Sumps
7922	Grinder Internal
7923	Rockford, Hyd. Slotter
9522	Hamilton Gear Hobber
9523	Hamilton Balancing Machine
9524	Hamilton Lap Mach
7176	Conn Bick PL Radical Drill
7064	King Bore Jigmill with Accessories
8511	Grinding Equipment
8721	Milling Head Attachment Kit
8729	Maak Band Saw
8731	Drill, Pedistal Drill Press
8732	Band Saw 14" Delta
8733	Dust Collector
9268	Pfauter 22807 Gear Hobber
9268-01	Crowning Device
9269	L.S. Engine Lathe 48299
9388	Pfauter Gear Hobber

POWER TRANSMISSION MACHINERY (CONTINUED)

Sched. ~~Ex~~. "A" (cont'd) 10.
~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 133

Asset No.	Description
9438	Layout Table 8 x 30
9522	Crowning Mechanism
9529	Drainichi Lathe
9531	Dispatch Oven H.D. 89742
9796	Fellows Gear Shaper
9800	Tracer Recording Gage
9803	Pfauter Gear Hobber 23942
10558	Machine Center
10946	Weight Scale
10997	Hydraulic Keyseater #5 HFR
11001	Holding Base for Drill
11002	H & H Heavy Hoist
640502	Forklife 12000 lb. Hyster
330190	Maag Gear Shaper
5915	Cincinnati Bickford Drill
6315	Lodge Shipley Lathe
7005	Lodge Shipley Lathe 20 x 48
7112	Gear Shaper 36" Fellows
7233	Lodge Shipley
7246	Fellows Gear Shaper
7249	Morrison Keyseater
7250	Lodge-Shipley Lathe
7253	Lodge Shipley Lathe
7254	Lodge Shipley Lathe
7255	" " "
7256	Warner Swasey Turret Lathe
7618	Spacer Hartford Super
7621	Gear Shaper
7622	Int. gear Tester
7623	Ext. Gear Tester
7842	Rockford Vertical Slotter
7912	Fellows Gear Shaper 36"

POWER TRANSMISSION MACHINERY (CONTINUED)

~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 134

Asset No.	Description
7916	Drill Press with Tape
7933	Circular Mill Attachment
8132	Fellows Gear Shaper 32832
8161	W.S. Lathe 2034650
8163	Engine Lathe American 77436
8374	Gear Shaper Fellows 33229
8384	Lathe, American 77637
8512	W.S. Horizontal Lathe
8513	Heald Sur. Grinder 42197
8654	Engine Lathe American 78027
8655	Engine Lathe American 78031
8656	3A W.S. Horizontal Lathe 2168690
8659	Trebel Balancing Machine
8710	Zip Hoist 78562
8711	" " 78563 2000 lbs.
8712	" " 78564 2000 lbs.
8713	" " 78656 2000 lbs.
8714	" " 2000 lbs.
8715	" " 78567 2000 lbs.
8716	" " 78568 2000 lbs.
8719	" " 78571 2000 lbs.
8720	" " 2000 lbs.
8722	Gear Shaper Fellows 645A
8737	Drilling Machine
8760	Bridge Crane 2000 lbs.
8973	Edmund Drill 2F 67398
9192	Keyseater, Star Baker 25
9767	Crane Hoist 2000 lbs.
3447	Oil Extractor
8936	Karnes Drill 8205
9526	Clutch Test Stand
7161	Conn. Bick Radial Drill
8948	Stencil Machine

Sched.
~~Ex~~. "A" (cont'd) 12.
~~Addendum to Schedule 4~~. 10
Machinery at Harmans, MD

POWER TRANSMISSION MACHINERY (CONTINUED)

BOOK 499 PAGE 135

Asset No.	Description
9116	Microcomputer for J&L Lathe
9117	" " " "
9118	PW Tapomatic Drill 51874
9271	L.S. Power Turn Lathe 48306
9532	Semi-Automatic Dip Tank
9564	Precis Balprecision Balance Machine
9663	LS Powerturn Lathe 49060
9664	Ikegai Lathe
9668	Cincinnati Mil. Universal Grinder
9762	Caustic Tank Vent System
9765	Interlake Strapper
9766	Fair/Morse Scale 753491
9808	Pneumatic Hammer
9896	Engine Lathe
9897	Engine Lathe 2516
9951	Type T Lathe Tracer
9952	Cleaning Tank
9954	Drill Unit
10313	Year Shaving Machine
10350	Crane Hoist
10406	Fellows Gear Shaper
10407	" " "
10408	" " "
10605	Schenck Dynamic Balance Machine
10605-1	Pedestal Bed for Balance Machine
10612	Keyseater Master Machine
10756	Crane
10757	Crane
10758	Paint Spray Booth
10759	Oven
10760	Hydraulic Press
10761	Cleaning Tank
10762	Drill Press
10824	Blue M Oven for Koplon C
10825	Hillyer Machining Center

Schd. "A" (cont'd)

~~Addendum to Schedule 4.10~~

Machinery at Harmans, MD

BOOK 499 PAGE 136

POWER TRANSMISSION MACHINERY (CONTINUED)

Asset No.	Description
10882	Instant Protection Pac
10923	Lodge Shipley Engine Lathe
10942	Magnaflux
10996	Mach. Equip. NFNC 74A30 Verticle Marking Machine
11007	Hofman Rotary Index Table
4520	Blanchard Grinder 7763
7005	Lathe
7233	Lathe 43213
7255	Lodge Shipley Lathe
7621	Gear Shaver
64050	Fork Life Hyster
4502	Monarch Lathe
8723	Gear Shaper - Fellows 36
8738	Drilling Machine
330170	Floor Cleaner
330175	Balance Machine
330178	Engine Lathe
330184	Meter Display
330185	CNC Lathe
330188	Horizontal Balance Machine
330164	CNC Lathe
6215	Excello Tool Grinder
4484	Norton Cutter Grinder
7227	Thompson Surface Grinder
7669	Sellers Drill Grinder
4364	Cinn. Grinder #2
10949	Mohawk Drill Shaper
10209	Do All Surface Grinder
8376	Drill Grinder 10516
6381	Cinn. Cutting Grinder 184102T6P
8387	Electrolytic Grinder
8818	Landis Cylinder Grinder
8822	Induction Generator 66982

Sched. ~~Ex~~. "A" (Cont'd) 14.

~~Addendum to Schedule 4.10~~
Machinery at Harmans, MD

BOOK 499 PAGE 137

POWER TRANSMISSION MACHINERY (CONTINUED)

Asset No.	Description
8823	Hammond Tool Grinder
9669	Pointer Drill PT1522
9955	Drill Point Grinding Machine
10616	Hob Sharpening Machine
10821	CM#2 Tool - Cutter Grinder
10822	B&W Drill Grinder
10915	Universal Kellenberger Grinder
11000	Fluid Motion Radis Wheel
330169	Piping Loop & Receiver
9116	J.L. Tape Turret Lathe
9117	J.L. N/C Lathe
7844	Scrap Crusher
7863	Hopper for Crusher (7844)
7864	Heather for Crusher (7844)
9760	Chip Crusher
11005	Microfishe Work Center
10361	Centrifuge Center
10514	Portable Soldering Unit
10896	Penetrometer - Fisher Science
11033	Power Supply 7016199
11034	" " 71788541
330173	Coolant System

Sched. "A" (cont'd)
~~Addendum to Schedule "A"~~
Machinery at Rexdale, Ont.

KEPL - MACHINERY AND EQUIPMENT

BOOK 499 PAGE 138

Asset No.	Description
200	Baker Keyseater 7001
201	Cincinnati Spindle Drill 4321
202	Welding Machine
204	Herbert Turret Lathe 3710
205	Fork Lift
206	Monorail & Hoist
207	Herbert Lathe
208	Excello Miller
209	Marking Machine
210	Fellow Gear Shaper 4477
211	Engine Lathe
212	Transformer - Panel
213	Amada Band Saw
214	Herbert Turret Lathe
216	Do-All Saw
217	Monorail System Hoist
218	Elliott Grinder
220	Engine Lathe
221	Keyseater
222	Gear Hobber
223	Fellows Gear Shaper
224	Chucker & Rebuilding
225	Herbert Lathe Used
226	Brinnell Tester
227	Drill Shaper
229	Lift Truck
230	5 Ton Crane
231	Gear Shaper Sykes
232	Warner Swaysey Lathe
233 & 234	Bobin Drill (2)
235,236,237	3 Jib Cranes
238	Hewlett Packard Plotter
239	Barnes Drill
240	Conveyor
241	Vacuum Oven

Sched. ~~Ex.~~ "A" (cont'd)
~~Addendum to Schedule 4.1)~~

KEPL - MACHINERY AND EQUIPMENT (Continued) Machinery at Rexdale, Ont.

BOOK 499 PAGE 139

Asset No.	Description
242	Tool Post Grinder
243	Mittler Balance Machine
245	Dust Collector
246	Used Radial Drill
247	Comprssor
229	Stacker
249	Gear Sharpener - Fellows
250	Rebuilt Grinder
251	Vertical Mill
252	Slotting Machine
253	Sony Digital Readout for Slotter
254	Face Plate for Gear Shaper - Part of Tag #249
255	Jib Crane & Hoist Hook
256	Webber Gage Block
257	Kapp Hob Grinder
258	Fellows Gear Shaper 4AGS
259	Meuser Lathe
260	Roll Machine
	Fellows Gear Shaper G-36
	Hechert Spline Shaft Hob Machine
	Cincinnati Milcron Horizontal Machine Center
	Horizontal Broach Machine
	Internal Grinder
	Heavy Duty Calibrator
	Power Chuck
	Schenck Balance Machine
	Schenck Balance Machine Extention

BOOK 499 PAGE 140

Schedule "B"

PATENTS

Docket No.	Title	Inventor	Country	Patent No.	Issue Date
68M424	Disc Type Flexible Shaft Coupling	C. H. Williams	U.S.A. Canada	3,654,775 931,369	4-11-72 8-7-73
69M238	Torsionally and Axially Flexible Coupling	J. Wright	U.S.A.	3,575,014	4-13-71
70M584	Torsionally Resilient Shaft Coupling	J. Wright	U.S.A. Canada	3,673,813 930,696	7-4-72 7-31-73
68M428	Gear Type Coupling	K. K. Carman	U.S.A. Canada	3,673,814 924,226	7-4-72 4-10-73
68M432	Flexible Centrifugal Clutch Coupling	J. Wright	U.S.A.	3,675,750	7-11-72
70M176	Flexible Coupling	C. H. Williams	U.S.A.	3,698,208	10-17-72
69M344	Metering Valve	C. H. Williams	U.S.A. Canada	3,698,436 940,493	10-17-72 1-22-74
68M429	Hub to Shaft Connector and Method for Coupling	K. K. Carmen	U.S.A.	3,702,200	11-7-72
72M25	Resilient Coupling	M. M. Calistrat	U.S.A. West Germany India Japan Spain	3,724,239 P2265129 136,436 1,091,492 414,845	4-3-73 1-22-76 10-23-72 2-8-73 4-11-75
70M513	Gear Type Coupling	K. K. Carmen	U.S.A.	3,775,997	12-4-73

BOOK 499 PAGE 141

Schedule "B" (Continued)

PATENTS

Docket No.	Title	Inventor	Country	Patent No.	Issue Date
70M534C	Torsionally Resilient Shaft Coupling	J. Wright	U.S.A.	3,791,169	2-12-74
68M429D	Method of Connecting a Hub to a Shaft	K. K. Carmen	U.S.A.	3,805,374	4-23-74
70M741	Engaging Coacting Propulsion Systems	C. H. Williams	U.S.A.	3,830,349	8-20-74
73M341	Dynamically Piloted Gear Coupling	M. M. Calistrat	U.S.A.	3,898,813	8-12-75
73M296	Method and Apparatus for Electronically Controlling Engagement of Coacting Propulsion Systems	M. M. Calistrat	U.S.A.	3,915,271	10-28-75
74M65	Permanently Sealed Gear Coupling	M. M. Calistrat	U.S.A.	3,953,986	5-4-76
74M73	Flexible Gear Coupling Having a Shear Spaced and Sleeeve Capturing Means	J. Wright	U.S.A.	3,982,408	9-28-76
74M70	Torsionally Resilient Shaft Coupling	J. Wright	U.S.A.	3,995,448	12-7-76
75M20	Spindle Coupling	S. Banki	U.S.A. Canada	3,999,404 1,053,017	12-28-76 4-24-79
74M75	Continuously Lubricated Coupling	M. M. Calistrat	U.S.A.	4,004,433	1-25-77
75M118	Symmetrical Sealed Gear Coupling	M. M. Calistrat	U.S.A.	4,019,344	4-26-77

BOOK 499 PAGE 142

PATENTS

Docket No.	Title	Inventor	Country	Patent No.	Issue Date
75M17	Improved Roll-End Spindle Coupling	J. Wright	U.S.A. Canada	4,037,430 1,068-924	7-26-77 1-1-80
77M117	Segmented Driving Shaft	M. M. Calistrat	U.S.A.	4,164,855	8-21-79
77M16	Diaphragm Coupling	M. M. Calistrat	U.S.A.	4,191,030	3-4-80
77M51	Rotary Union	W. Hewitt	U.S.A.	4,1902,559	3-11-80
77M106D	Gear Type Coupling with Overload Protection	K. K. Carmen et al	U.S.A.	4,347,715	9-7-82
79M37C	Flexible Coupling	M. M. Calistrat	U.S.A. Canada United Kingdom	4,437,847 1,178,074 2,075,151	3-20-84 11-20-84 5-1-81
77M106M	Gear Type Loading with Overload Protection	K. K. Carmen et al	U.S.A.	4,457,735	7-3-84
80M15	Hub Retention Device	J. Wright	U.S.A.	4,472,160	9-18-83
82M35	Low Torsional Stiffness Flexible	J. Wright	United Kingdom	2,126,690	8-19-83

BOOK 499 PAGE 143

Schedule "B" (Continued)

PATENT APPLICATIONS

Docket No.	Title	Inventor	Country	Patent No.	Issue Date
79M37C	Improved Flexible Coupling	M. M. Calistrat	Sweden Italy	81/020463 483969/81	3-31-81 5-5-81
82M35	Low Torsional Stiffeners Flexible Coupling	J. Wright	Canada	436,074	9-6-83
83M35CIP	Reverse Mount Disc-Pack Coupling with Interlocking Hub and Sleeve Flanges	M. M. Calistrat et al	U.S.A. European Japan Canada	797,711 86300252.3 7147/1986 499,702	11-13-85 1-16-86 1-16-86 1-16-86

Schedule "C"

REGISTERED TRADEMARKS

Trademark	Country	Registration No.
FAST'S	United States	1,354,978
	Canada	152,067
	Mexico	160,554
MAX-C	United States	1,354,972
	France	1,296,002

Schedule "C"
(Continued)

BOOK 499 PAGE 145

APPLICATIONS FOR TRADEMARK REGISTRATION

Trademark	Country	Application No.
FAST'S	Austria	AM 711/86
	Benelux	681993
	France	781,169
	West Germany	K 49 5344/7 Wz
	South Africa	86/1330
	Sweden	86-1945
	United Kingdom	1262246
MAX-C	Benelux	670,938
	Canada	535,766
	West Germany	K 47 915/7 Wz
	Italy	Not yet received
	Mexico	245,115
	South Africa	84/11248
	Spain	1,091,259
	Sweden	84-09418
	United Kingdom	1,232,769
KOP-FLEX	United States	590,066

Schedule "C"

REGISTERED TRADEMARKS

Trademark	Country	Registration No.
FAST'S	United States	1,354,978
	Canada	152,067
	Mexico	160,554
MAX-C	United States	1,354,972
	France	1,296,002

Schedule "C"
(Continued)

APPLICATIONS FOR TRADEMARK REGISTRATION

Trademark	Country	Application No.
FAST'S	Austria	AM 711/86
	Benelux	681993
	France	781,169
	West Germany	K 49 5344/7 Wz
	South Africa	86/1330
	Sweden	86-1945
	United Kingdom	1262246
MAX-C	Benelux	670,938
	Canada	535,766
	West Germany	K 47 915/7 Wz
	Italy	Not yet received
	Mexico	245,115
	South Africa	84/11248
	Spain	1,091,259
	Sweden	84-09418
	United Kingdom	1,232,769
KOP-FLEX	United States	590,066

EXHIBIT "A"

6/5/86
RK/ss
Revised
6/6/86

DESCRIPTION OF THE KOPPERS
PROPERTY - REMAINING BOUNDARY
INCLUDING LOTS 1, 2, 3 OF A MINOR
SUBDIVISION PLAT
FIFTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a pipe found on the West right-of-way line of the Philadelphia, Baltimore & Washington Railroad as laid out 130 feet wide, said pipe marking the end of the Fourth or South 30 degrees 29 minutes East 570.70 foot line of the conveyance from Arthur G. & Louise S. Griffith to Samuel M. & Constance V. Pistorio recorded among the Land Records of Anne Arundel County, Maryland in Liber 631, Folio 108 thence binding on said West Railroad Right-of-Way line and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 00 degrees 07 minutes 25 seconds West 1565.06 feet to intersect the proposed South right-of-way line of Maryland Route 100, proposed 400 feet wide, thence binding on said South Right-of-Way line,

(2) South 75 degrees 00 minutes 29 seconds West 945.79 feet thence,

(3) With a curve to the right having a radius of 4019.72 feet, an arc length of 1047.87 feet and being subtended by a chord South 82 degrees 28 minutes 34 seconds West 1044.90 feet, thence binding on the Third through Ninth and part of the Tenth courses of the conveyance from Adam J. Rutkowski to Frank J. & Adam J. Rutkowski recorded among the aforesaid Land Records in Liber 3481, Folio 171,

(4) North 31 degrees 54 minutes 36 seconds East 833.36 feet,

(5) North 88 degrees 25 minutes 26 seconds East 240.00 feet,

(6) North 02 degrees 54 minutes 27 seconds East 445.42 feet,

(7) North 37 degrees 12 minutes 34 seconds West 396.00 feet,

(8) North 01 degrees 54 minutes 27 seconds East 226.00 feet,

(9) North 61 degrees 35 minutes 33 seconds West 474.23 feet,

(10) North 16 degrees 45 minutes 27 seconds East 480.14 feet,

(11) North 84 degrees 52 minutes 33 seconds West 118.95 feet to the East side of Harmans Road, 40 feet wide, thence binding on same,

(12) North 28 degrees 01 minutes 05 seconds East 226.38 feet thence,

(13) With a curve to the left having a radius of 7965.00 feet, an arc length of 200.47 feet and being subtended by a chord North 27 degrees 17 minutes 49 seconds East 200.47 feet, thence

(14) North 26 degrees 34 minutes 33 seconds East 480.75 feet, thence binding on the Southwest, Southeast and Southwest boundary lines of the George F. Hallameyer, Jr. Et Al property deed recorded among the aforesaid Land Records in Liber 3530, Folio 388 also binding on the South 38 degrees 20 minutes East 648.65 feet and North 46 degrees 40 minutes East 363.00 foot lines of the conveyance from Samuel M. & Constance V. Pistorio and 1405 Parker Road Corporation to Koppers Company, Inc., deed dated March 31, 1966 recorded among the aforesaid Land Records in Liber 1961, Folio 220,

(15) South 38 degrees 34 minutes 33 seconds East 617.01 feet, thence

(16) North 46 degrees 25 minutes 27 seconds East 363.00 feet, thence

(17) South 38 degrees 34 minutes 42 seconds East 1311.63 feet to the point of beginning,

CONTAINING 93.44 acres of land, more or less, as now surveyed by John E. Harms, Jr. & Associates, Inc., May 1986,

BEING part of the property conveyed by Samuel M. & Constance V. Pistorio and 1405 Parker Road Corporation to Koppers Company, Inc., deed dated March 31, 1966 recorded among the aforesaid Land Records in Liber 1961, Folio 220,

BEING all that property of Samuel M. & Constance V. Pistorio deed recorded among the aforesaid Land Records in Liber 631, Folio 108,

SUBJECT to the following:

1. Terms and provisions as set forth in Agreement between Helen H. Banks, et al and Consolidated Gas Electric Light and Power Company of Baltimore dated November 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 891, Folio 250,

2. Terms and provisions as set forth in Agreement between Helen H. Banks, et al and Consolidated Gas Electric Light and Power Company of Baltimore dated July 17, 1957 and recorded among

the Land Records of Anne Arundel County in Liber G.T.C. No. 1154, Folio 197,

3. Terms and provisions as set forth in Deed from Noah A. Clark and wife to George E. Shipley et al, dated February 27, 1884 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 23, Folio 202, as modified by Agreement between John J. Jeffrey, et al, and George L. Shipley dated June 4, 1903, and recorded among the Land Records in Liber G.W. 29, Folio 448,

4. Terms and provisions as set forth in Agreement between Lillie J. Jeffrey and the Chesapeake and Potomac Telephone Company of Maryland dated August 20, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. 55, Folio 393,

5. Terms and provisions as set forth in Agreement between Andrew Krass, Jr. and Consolidated Gas Electric Light and Power Company of Baltimore dated June 25, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, Folio 93,

6. Terms and provisions as set forth Agreement between Kopper's Company, Inc. and Baltimore Gas Electric Company dated June 6, 1966 and recorded among the Land Records of Anne Arundel County in Liber 1984, Folio 63,

7. Terms and provisions as set forth in Agreement between Kopper's Company, Inc. et al and Baltimore Gas and Electric Company dated June 6, 1966 and recorded among the Land Records of Anne Arundel County in Liber 1984, Folio 68,

8. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated March 24, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2410, Folio 234

9. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated January 2, 1974 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2653, Folio 645,

10. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated March 24, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2410, Folio 239,

11. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated March 5, 1975 and recorded among the Land Records of Anne Arundel County in Liber 2755, Folio 873,

12. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated December 2, 1975 and recorded among the Land Records of Anne Arundel County in Liber 2815, Folio 127,

13. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated February 9, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3055, Folio 528,

14. Subject to minimum building set back lines, easements,

access roads, 400 foot wide State Highway Administration proposed right-of-way for Maryland Route 100 and all statements, conditions, and remarks as shown on Minor Subdivision Plat of Lot 3, Koppers Property which Plat is recorded among the Land Records of Anne Arundel County in Liber 3646, Folio 103.

Mail to Balt. Fed Fin.

BOOK 499 PAGE 151

To Be Recorded In The Land Records And In The Chattel Records Of The Local Jurisdiction And Among The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax Of $ 37,800.00 On Principal Amount Of $5,400,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County, Maryland Upon The Filing Of A Deed Of Trust.

262357

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:**

   1. K-LEE ACQUISITION CORP. (subsequently to be known as Kop-Flex, Inc.)
      101 Harmans Road
      Harmans, Maryland 21077

   2. KOP-FLEX, INC. (formerly known as K-Lee Acquisition Corp.)
      101 Harmans Road
      Harmans, Maryland 21077

2. **SECURED PARTY:**

   BALTIMORE FEDERAL FINANCIAL, F.S.A.
   300 East Lombard Street
   Baltimore, Maryland 21202

   Attention: Robert P. Warr, Jr.
   Senior Vice President

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

   a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

   b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement,

RECORDING FEE 40.00
MESSAGE .50

RECEIVED FOR RECORD
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
AMOUNT CASH REF 13:09
JUN 17 86

1986 JUN 17 PM 1:19

E. AUDREY COLLISON
CLERK

400/50

or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.

d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtors in consequence of such rights and benefits, including the release, modification, or amendment thereof.

e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.

f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.

h. All revenues and profits, accounts receivable and contract rights pertaining to the below described real property, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.

i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtors in any capacity, including but not limited to any balance or share belonging to the Debtors of any deposit or other account with the Secured Party.

4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and

improvements thereon described in a First Priority Purchase Money Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of 6 page(s).

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

K-LEE ACQUISITION CORP./
KOP-FLEX, INC.,
a Delaware corporation

By: _____ (SEAL)
Jonathan O. Lee, President

Date: June 11, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Lawrence J. Gebhardt, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LJG) 5424

FIN ST 2
K-00.41

EXHIBIT "A" BOOK 499 PAGE 157

6/5/86
RK/ss
Revised
6/6/86

DESCRIPTION OF THE KOPPERS
PROPERTY - REMAINING BOUNDARY
INCLUDING LOTS 1, 2, 3 OF A MINOR
SUBDIVISION PLAT
FIFTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a pipe found on the West right-of-way line of the Philadelphia, Baltimore & Washington Railroad as laid out 130 feet wide, said pipe marking the end of the Fourth or South 30 degrees 29 minutes East 570.70 foot line of the conveyance from Arthur G. & Louise S. Griffith to Samuel M. & Constance V. Pistorio recorded among the Land Records of Anne Arundel County, Maryland in Liber 631, Folio 108 thence binding on said West Railroad Right-of-Way line and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 00 degrees 07 minutes 25 seconds West 1565.06 feet to intersect the proposed South right-of-way line of Maryland Route 100, proposed 400 feet wide, thence binding on said South Right-of-Way line,

(2) South 75 degrees 00 minutes 29 seconds West 945.79 feet thence,

(3) With a curve to the right having a radius of 4019.72 feet, an arc length of 1047.87 feet and being subtended by a chord South 82 degrees 28 minutes 34 seconds West 1044.90 feet, thence binding on the Third through Ninth and part of the Tenth courses of the conveyance from Adam J. Rutkowski to Frank J. & Adam J. Rutkowski recorded among the aforesaid Land Records in Liber 3481, Folio 171,

(4) North 31 degrees 54 minutes 36 seconds East 833.36 feet,

(5) North 88 degrees 25 minutes 26 seconds East 240.00 feet,

(6) North 02 degrees 54 minutes 27 seconds East 445.42 feet,

(7) North 37 degrees 12 minutes 34 seconds West 396.00 feet,

(8) North 01 degrees 54 minutes 27 seconds East 226.00 feet,

(9) North 61 degrees 35 minutes 33 seconds West 474.23 feet,

(10) North 16 degrees 45 minutes 27 seconds East 480.14 feet,

(11) North 84 degrees 52 minutes 33 seconds West 118.95 feet to the East side of Harmans Road, 40 feet wide, thence binding on same,

(12) North 28 degrees 01 minutes 05 seconds East 226.38 feet thence,

(13) With a curve to the left having a radius of 7965.00 feet, an arc length of 200.47 feet and being subtended by a chord North 27 degrees 17 minutes 49 seconds East 200.47 feet, thence

(14) North 26 degrees 34 minutes 33 seconds East 480.75 feet, thence binding on the Southwest, Southeast and Southwest boundary lines of the George F. Hallameyer, Jr. Et Al property deed recorded among the aforesaid Land Records in Liber 3530, Folio 388 also binding on the South 38 degrees 20 minutes East 648.65 feet and North 46 degrees 40 minutes East 363.00 foot lines of the conveyance from Samuel M. & Constance V. Pistorio and 1405 Parker Road Corporation to Koppers Company, Inc., deed dated March 31, 1966 recorded among the aforesaid Land Records in Liber 1961, Folio 220,

(15) South 38 degrees 34 minutes 33 seconds East 617.01 feet, thence

(16) North 46 degrees 25 minutes 27 seconds East 363.00 feet, thence

(17) South 38 degrees 34 minutes 42 seconds East 1311.63 feet to the point of beginning,

CONTAINING 93.44 acres of land, more or less, as now surveyed by John E. Harms, Jr. & Associates, Inc., May 1986,

BEING part of the property conveyed by Samuel M. & Constance V. Pistorio and 1405 Parker Road Corporation to Koppers Company, Inc., deed dated March 31, 1966 recorded among the aforesaid Land Records in Liber 1961, Folio 220,

BEING all that property of Samuel M. & Constance V. Pistorio deed recorded among the aforesaid Land Records in Liber 631, Folio 108,

SUBJECT to the following:

1. Terms and provisions as set forth in Agreement between Helen H. Banks, et al and Consolidated Gas Electric Light and Power Company of Baltimore dated November 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 891, Folio 250,

2. Terms and provisions as set forth in Agreement between Helen H. Banks, et al and Consolidated Gas Electric Light and Power Company of Baltimore dated July 17, 1957 and recorded among

the Land Records of Anne Arundel County in Liber G.T.C. No. 1154, Folio 197,

3. Terms and provisions as set forth in Deed from Noah A. Clark and wife to George E. Shipley et al, dated February 27, 1884 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 23, Folio 202, as modified by Agreement between John J. Jeffrey, et al, and George L. Shipley dated June 4, 1903, and recorded among the Land Records in Liber G.W. 29, Folio 448,

4. Terms and provisions as set forth in Agreement between Lillie J. Jeffrey and the Chesapeake and Potomac Telephone Company of Maryland dated August 20, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. 55, Folio 393,

5. Terms and provisions as set forth in Agreement between Andrew Krass, Jr. and Consolidated Gas Electric Light and Power Company of Baltimore dated June 25, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, Folio 93,

6. Terms and provisions as set forth Agreement between Kopper's Company, Inc. and Baltimore Gas Electric Company dated June 6, 1966 and recorded among the Land Records of Anne Arundel County in Liber 1984, Folio 63,

7. Terms and provisions as set forth in Agreement between Kopper's Company, Inc. et al and Baltimore Gas and Electric Company dated June 6, 1966 and recorded among the Land Records of Anne Arundel County in Liber 1984, Folio 68,

8. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated March 24, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2410, Folio 234

9. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated January 2, 1974 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2653, Folio 645,

10. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated March 24, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2410, Folio 239,

11. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated March 5, 1975 and recorded among the Land Records of Anne Arundel County in Liber 2755, Folio 873,

12. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated December 2, 1975 and recorded among the Land Records of Anne Arundel County in Liber 2815, Folio 127,

13. Terms and provisions as set forth in Deed of Easement and Agreement between Kopper's Company, Inc. and Anne Arundel County, Maryland dated February 9, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3055, Folio 528,

14. Subject to minimum building set back lines, easements,

access roads, 400 foot wide State Highway Administration proposed right-of-way for Maryland Route 100 and all statements, conditions, and remarks as shown on Minor Subdivision Plat of Lot 3, Koppers Property which Plat is recorded among the Land Records of Anne Arundel County in Liber 3646, Folio 103.

Mail to Safeco Title

BOOK 499 PAGE 163

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 477 Page No. 330

Identification No. 253680 Dated Sept. 4, 1984

1. Debtor(s)
   Bight Services, Inc.
   Name or Names—Print or Type
   4861 Church Lane Galesville Anne Arundel MD 20765
   Address—Street No., City - County State Zip Code

2. Secured Party
   First National Bank of Marvland
   Name or Names—Print or Type
   18 West Street Annapolis Anne Arundel MD 21401
   Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

RECORD FEE 10.00
POSTAGE .50
#11976 C777 R01 T08:51
JUN 18 86

4. Check Applicable Statement:

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	**B. Partial Release** ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** ☒ (Indicate whether amendment, termination, etc.)

TERMINATION OF INTEREST

RECEIVED FOR RECORD
CARROLL COUNTY
1986 JUN 18 AM 11:32
E. AUBREY COLLISON
CLERK

Dated: June 5, 1986

FIRST NATIONAL BANK OF MARYLAND
Name of Secured Party

Susan E. Haley
Signature of Secured Party

Susan E. Haley, Loan Officer
Type or Print (Include Title if Company)

FNB 1216 (1-80)

10 90
50 -

Mailed to Secured Party

262353

FINANCING STATEMENT

BOOK 499 PAGE 164

NOT SUBJECT TO RECORDATION TAX

NAME OF DEBTOR	ADDRESS
Bight Services, Inc.	4861 Church Lane Galesville, MD 20765

SECURED PARTY (OR ASSIGNEE)	ADDRESS
Annapolis Federal S&L Association	P.O. Box 751 Annapolis, MD 21404

1. This Financing Statement covers the following kind or types of property (the collateral), now owned or hereafter held by the debtor as inventory, and also all proceeds resulting from the sale or other disposition thereof, including, but not limited to, cash accounts, instruments, documents, chattel paper, security agreements and goods.

Boats, automobiles, appliances, equipment, and merchandise of all kinds and description including, but not limited to, boats, automobiles, trucks, and all appliances, equipment, accessories, furnishings, replacement parts and merchandise attached to or usable on said items and also any items repossessed in the debtors possession to which secured party has title or in which the secured party has a security interest.

2. The collateral property is affixed or to be affixed to or is to be crops on the following real estate:

RECORD FEE 11.00
POSTAGE .50
#11977 C777 R01 T08:53
JUN 18 86

3. ____X____ Proceeds of the collateral are also specifically covered

_____ Products

4. Clerk of Court: Mail this instrument to the secured party named above (or assignee) at the address stated.

DEBTOR (OR ASSIGNOR)	SECURED PARTY (OR ASSIGNEE)
Bight Services, Inc.	Annapolis Federal S&L Association
By: Ch Cooper Chris Cooper	By: [signature] Paul R. O'Connell
By: _____	Title: Vice President

11 50

Mailed to Secured Party

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 18 AM 11:32
E. AUBREY COLLISON
CLERK

262359

1ST AMERICAN
FIRST AMERICAN BANK, N.A., WASHINGTON

BOOK 499 PAGE 165

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

Maturity date (if any):

1. Debtor(s) Name (Last Name First)
LAZARUS, WILLIAM
LAZARUS CHRISTA

2. Debtor(s) Complete Address(es)
3436 BEVERLY DRIVE
ANNANDALE VA 22003

3. & 4. Secured Party(ies) and Complete Address(es)
1st AMERICAN BANK
740 15th St NW
WASH DC 20005

5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)

7. This financing statement covers the following types (or items) of property: (Describe)

Fiberglass Cabin 34 ft 1977
built by JENSEN Reg. # MD-2277AC
HULL ID # CAB340560377

docked at Harrington Harbor Marina Rose Haven, Md.

RECORD FEE 12.00
POSTAGE .50
#11978 C777 R01 08:54
JUN 18 86

1986 JUN 18 AM 11:32
AUBREY COLLISON
CLERK

8a. (X) Proceeds are also covered. 8b. ( ) Products of collateral are also covered.

No. of additional sheets presented. ( )

Filed with Circuit Court Clerk of Anne Arundel County County; Other

9. Transaction is ( ), is not (XX), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is $_____.

10. This statement is to be returned after recordation to:
1st American Bank, N.A. Washington
c/o Linda Fattibene
1100 Conn. Ave. N.W.
~~Washington, D.C. 20036~~

Signature(s) of Debtor(s)
William Lazarus
Christa A. Lazarus

Signature(s) of Secured Party(ies) or Assignee(s)
First American Bank, N.A., Washington, D.C.
by Linda L. Fattibene
LINDA L. FATTIBENE
ASSIST. V.P.

WILLIAM + CHRISTA A LAZARUS

FORM 1585 (3/80) Rev.

Mailed to Secured Party

12-50

A 181 24 9674 6/5 ANNE ARUNDEL

BOOK 499 PAGE 166

262360

Buyer's (Debtor's) Name (Last name first) King, Ashton M	Purchaser's Mailing Address 5742 Brookswoods Rd. Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address Lothian, MD 20711 Zip Code
Seller's Name Annapolis 4A Rentals	Seller's Address 1919 Lincoln Dr., Annapolis, MD 21401 Zip Code

BUYER'S SOC. SEC. NO. (First Signer) 181-24-9674

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	J.D.	850	Utility Diesel Tractor	020084
				w/MFWD	
1	N	J.D.	261	mower	534207

RECORD FEE 11.00
POSTAGE .50
#11981 C777 R01 T08:56
JUN 18 86

FINANCING STATEMENT

FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

☐ **(If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)**

☐ **(If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)**

☒ **Proceeds of collateral are also covered.**

☐ **Products of collateral are also covered.**

Transaction (is) (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred $_____

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 18 AM 11:33
E. AUBREY COLLISON
CLERK

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
POB 4949
SYRACUSE, NY 13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
P.O. Box 4949
Syracuse, N.Y. 13221

Debtor resides in Anne Arundel MD (County) (State) Note dated and signed 6/5/86 (Date) Debtor's Telephone No. (301) 956-2997

(Debtor's Signature) Ashton M. King
ASHTON M KING
(Debtor's Signature)

(Seller's Name) Annapolis 4A Rental
Seller's (Secured Party) Signature DAVID B GRAHAM/
SALES MANAGER

(Do not write below this line)

Mailed to Secured Party.

BOOK 499 PAGE 167

Anne Arundel Co.
A/C# 02885-0

STATE OF MARYLAND

262361

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trapp, Elwood Grover, Jr. and Moore, Guy Alfred
Individually and as Co-Buyers

Address 16 Patapsco Road, Linthicum Heights, MD 21090

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 4100 41st St., Brentwood, MD 20722

RECORD FEE 18.00
POSTAGE .50
#11987 C777 R01 T09:02

Credit Alliance Corporation, P. O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

JUN 18 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P. O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Elwood Grover Trapp, Jr. and Guy Alfred Moore,
Individually and as Co-Buyers

Elwood Grover Trapp
(Signature of Debtor)

Elwood Grover Trapp, Jr.
Type or Print Above Name on Above Line

Guy Moore
(Signature of Debtor)

Guy Moore
Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

(Signature of Secured Party)

William Fenwick, President
Type or Print Above Signature on Above Line

RECORDED AND RECEIVED FOR RECORD
1986 JUN 18 AM 11:33
CLERK
E. AUBREY POLLISON
CLERK

18 50

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

BOOK 499 PAGE 168

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the an-

xed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 12, 1986,

en Washington Freightliner, Inc., as Seller/Lessor/Mortgagee

a d Lwood Grover Trapp, Jr. and Guy Alfred Moore, Individually and as Co-Buyers, 16 Patapsco Road, Linthicum Heights, MD 21090
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfull our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, repesentations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is $ 88,071.72

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 12th day of June, 19 86

Washington Freightliner, Inc. (SEAL)
(Seller/Lessor Mortgagee)

By ✓

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA I 5A

BOOK 499 PAGE 160

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. ("Seller")

4100 41st St., Brentwood, MD 20722 (Address of Seller)

FROM: Elwood Grover Trapp, Jr. and Guy Alfred Moore, Individually and as Co-Buyers ("Buyer")

16 Patapsco Road, Linthicum Heights, MD 21090 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1986 Wester Star Dump Truck S/N 2WLTCCJE3GK916050 with 14' J & J Heavy Duty Steel Body
*See Schedule "A" attached hereto and made a part hereof for Payment Schedule.

(1) TIME SALES PRICE ..... $ 98,071.72
(2) Less DOWN PAYMENT IN CASH ..... $ 10,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) $ -0-
(4) CONTRACT PRICE (Time Balance) ..... $ 88,071.72

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 16 Patapsco Road, Linthicum Heights, MD 21090

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty eight thousand seventy one and 72/100********** ********** Dollars ($ 88,071.72) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 12th day of July, 19 86, and continuing on the same date each month thereafter until paid; the first * installments each being in the amount of $ * and the final installment being in the amount of $ * with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: June 12, 19 86

Accepted Washington Freightliner, Inc. (SEAL)
(Print Name of Seller Here)

By: [signature]

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

BUYER(S)-MAKERS(S):

Elwood Grover Trapp, Jr. and Guy Alfred Moore, Individually and as Co-Buyers (SEAL)
(Print Name of Buyer-Maker Here)

By: Elwood G Trapp Jr

Co-Buyer-Maker: Guy (SEAL)
(Print Name of Co-Buyer-Maker Here)

By: Guy Moore

© 1975 CREDIT ALLIANCE CORPORATION

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Mailed to Secured Party

Date: _____, 19 _____

_____ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

Signature of Seller

_____ _____
(Witness)

BOOK 409 PAGE 171 262362

BJ7463 YR39

UNIFORM COMMERCIAL CODE – FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)	2. Secured Party(ies) and Address(es)
Michael B. McShea 14110 Rover Mill Road W. Friendship, MD 21794	Ford Motor Credit. co. 2401 ResearchBlvd. Rockville, md. 20850

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

NewFord Diesel Tractor Model 1710
NewFord Front End Loader Model 770B
NewFord Rotary Mower Model 951 Special
NewDanuser Post Hole Digger

RECORD FEE 11.00
POSTAGE .50
#11991 C777 R01 T09:08
JUN 18 86

Check if covered: ☐ Proceeds of collateral covered ☐ Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Conditional Sales Contract From Gaithersburg Ford Tractor Inc.

Filed with:

Clerk of the Court

x Michael B. McShea
(SIGNATURE OF DEBTOR)

Michael B. McShea
(SIGNATURE OF DEBTOR)

Ford Motor Credit co.
(NAME OF SECURED PARTY)

BY: W. R. Howsare
Asst. Branch Manager.

FMCC JUN 64 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED PRINTED IN U.S.A.

11 50

CR CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 18 AM 11:33
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 172 262303

BJ2501 YF45

UNIFORM COMMERCIAL CODE – FINANCING STATEMENT
(Maryland)

RECORD FEE 12.00
POSTAGE .50
#11992 C777 R01 T09:08
JUN 18 86

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) address(es)	2. Secured Party(ies) and Address(es)
EMMERICH, H. DORSEY 4776 SOLOMONS ILS. ROAD HARWOOD, MD 20776	Ford Motor Credit Co., 2401 REsearchBlvd. Rockville, Md. 20850

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
1 - USED 1984 FORD 7710 TRACTOR W/LOADER SERIAL # C702974

Check if covered: [ ] Proceeds of collateral covered [ ] Products of collateral covered

4. This transaction is exempt from the Recording Tax.
Conditional Sales Contractfrom GatewayFord Tractor, Inc.

Filed with:
Clerk of the Court

x H. Dorsey Emmerich
(SIGNATURE OF DEBTOR)
H. Dorsey EMmerich
H. DORSEY EMMERICH

Joyce Emmerich
(SIGNATURE OF DEBTOR)

Ford Motor Credit co,
(NAME OF SECURED PARTY)
BY: W. R. Howsare
W. R. Howsare
asst Branch Manager

PRINTED IN U.S.A.

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED
JUN 84

250

C/R CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 18 AM 11:33
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND BOOK 433 PAGE 173

262361

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5-1-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee:

Name G.C. Murphy co.

Address 6711 Glen Burnie Mall NE Glen Burnie, MD 21061

2. SECURED PARTY Lessor:

Name EATON FINANCIAL CORP.

Address P.O. BOX 71, South Station

Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 37.00
POSTAGE .50
#12004 C777 M1 T09:24
JUN 18 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment located at:
6711 Glen Burnie Mall NE...Panasonic FP1520 Coper s/n;DFD2554875 L# 44997
338 Harundale Shopping Ctr...Panasonic FP1520 Copier s/n;DFD2554367 L# 44996
5732 Baltimore NATIONAL pIke...Panasonic FP1520 copier s/n;DFD2554405 L#44995
3400 East-West Highway...Panasonic FP1520 copier s/n;FFPKE0337 L# 44988

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

CR CLERK

1986 JUN 18 AM 11:35
ANNE ARUNDEL COUNTY
CLERK

G.C. murphy co.
For authorization hereof see copy of lease.
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Not subject to Recordation Tax pursuant to Maryland Annotate Code, 81§ 277 (a) and § 277 (g). The 277 (a) is added to previous language.

EATON FINANCIAL CORP.
Debra Fahey
(Signature of Secured Party)

DEBRA FAHEY
Type or Print Above Signature on Above Line

37 00
50.

BOOK 499 PAGE 174

CUSTOMER # 44988

TM
The Beaumont Building • P.O. Box 71, South Station • Framingham, MA 01701 • Tel. (617) 620-0099

NAME AND ADDRESS OF LESSEE
(Complete Legal Name)

G.C. Murphy Company.

Prince George's Plaza
3400 East-West Hwy.
Hyattsville, Md 20782
Store #273

SUPPLIER OF EQUIPMENT (Complete Address)

Gold Office Products, Inc.
15906 Shady Grove Road
Gaithersburg, Maryland 20877

PERSON TO CONTACT: Mr. Gary Hartman TELEPHONE NO: (301) 559-8877 SALESPERSON: Steve Leonard TELEPHONE NO: (301) 258-1004

DESCRIPTION OF EQUIPMENT LEASED / (Include make, year model, identification and model numbers or marks)

1 PANASONIC FP-1520 Copier
1 STAND
1 Auditron + Receptacle.

Serial # FFPKE0337

EQUIPMENT TO BE DELIVERED AND LOCATED AT

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

1. SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE.

TERM OF LEASE NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST
		PAYMENT	TAX	OTHER		☐ ONE ☐ TWO ☐ THREE ☐ FOUR (OTHER) ___ MOS (OTHER) ___ MOS
66	66	155			155	

ADDITIONAL PROVISIONS

Tax #4BC-569-C52

2. LEASE. Eaton Financial Corporation (hereinafter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months and the lease payments as set forth above and on the terms and conditions stated herein AND ON THE REVERSE SIDE HEREOF. LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to LESSOR of all the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All Lease Payments by LESSEE shall be payable at the office of LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby authorizes LESSOR the use of the initial Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the Lease.

3. WARRANTIES. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages; and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is herewith assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

4. DELIVERY AND ACCEPTANCE. The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon Installation thereof to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE has not executed and delivered to LESSOR, the submitted Delivery and Acceptance Receipt upon installation of the Equipment, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in this Lease.

By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

EATON FINANCIAL CORPORATION, LESSOR
AND SUBSIDIARY THE LEASE FACTOR INC.

by Debra Yahey Contract Adm
Authorized Signature and Title

Date 5.6.86

G.C. Murphy Company, LESSEE

by William R. Marshall D/M
Authorized Signature and Title

Date April 21, 1986

AFFIX SEAL

ORIGINAL LEASE

5. USE. LESSEE shall use Equipment sol[illegible] the conduct of its busi[illegible]s, and in a careful and proper manner and will not assign this Leas[illegible] its interest hereunder. Additionally, the LESSEE, at its own cost and expense, shall keep Equipm[illegible]t in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. LESSEE shall not make any alterations to Equipment without the prior written consent of LESSOR. All Equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of LESSOR and shall be deemed incorporated in Equipment and subject to the terms of this Lease as if originally leased hereunder. LESSEE covenants that it will make lawful use of the Equipment.

6. LOCATION. Equipment shall be located at the address to which Equipment is to be shipped and shall not be removed from such location without the prior written consent of LESSOR.

7. TIME. Time being of essence to this Lease, in the event that any Lease Payment(s) required to be made hereunder are not received by LESSOR within five (5) days from their due date, LESSEE agrees to pay in addition thereto a delinquency charge equal to five percent (5%) of the amount of said payment(s).

8. LOSS AND DAMAGE. Upon shipment of Equipment to LESSEE, the LESSEE hereby assumes and shall bear the entire risk of loss and damage to Equipment from any and every cause whatsoever.

9. INSURANCE. LESSEE shall keep Equipment insured against all risk of loss or damage from every cause whatsoever in an amount of not less than the aggregate amount of unpaid total Lease Payments for the balance of the term of this Lease, plus an amount equal to twenty percent (20%) of the actual cost to LESSOR of such Equipment, and shall also carry public liability insurance for both personal injury and property damage covering Equipment. All of the aforesaid insurance shall be in such form and with insurance companies satisfactory to LESSOR.

10. TAXES AND OTHER FEES. LESSEE shall comply with all laws and regulations relating to, and shall promptly pay, when due, all license fees, registration fees, assessments, charges and taxes, municipal, state and federal (excluding, however, any taxes payable in respect to LESSOR'S income) which now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save LESSOR harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom. If compliance with any law, rule or regulation or permit by any Government agency requires changes or additions to be made on or to Equipment, such changes or additions shall be made by LESSEE at its own expense.

11. TITLE/RECORDING. Title to Equipment shall at all times remain in LESSOR. The LESSEE shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give LESSOR immediately written notice thereof and shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSEE authorizes LESSOR, its successors, assigns and lenders to LESSOR, to file a carbon, photographic or other reproduction of this Lease as a financing statement for the Equipment, and LESSEE further authorizes LESSOR in LESSEE'S name to execute and file financing statements for the Equipment. Such filings under the Uniform Commercial Code are not intended to imply that this Lease is not a true Equipment Lease Agreement. The Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and LESSEE will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of LESSOR.

12. DEFAULT. In the event LESSEE shall default in the payment, when due, of any lease Payment, additional Lease Payment, or any other sums due hereunder for a period of five (5) consecutive days thereafter, or in the event of any other default or breach of the other terms and conditions of this Lease or in the event of any default or breach of the terms and conditions of any other Equipment Lease Agreements or Rental Agreements between LESSEE and LESSOR, or if any execution or other process shall be issued in any action or proceeding against the LESSEE, whereby the said Equipment may be taken or distrained, or if the LESSEE shall enter into any agreement or composition with its creditors, or LESSEE becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, trustee, conservator or liquidator of LESSEE of all or a substantial part of its assets is appointed with or without the application or consent of LESSEE, or a petition is filed by or against LESSEE under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or breach by LESSEE of any of the terms of any loan or credit agreement, or default thereunder, or if the financial condition of the LESSEE'S business affairs shall so change as to, in LESSOR'S opinion, impair LESSOR'S Equipment or increase the credit risk involved, then and upon the happening of any of these event(s), LESSOR shall have the right to do any one or more of the following:

(1) declare this Lease in default upon written notice to LESSEE, whereupon the entire amount of Lease Payments remaining to be paid over the balance of the Lease Term of this Lease of all Equipment then leased hereunder, together with all other obligations as hereinafter set forth, shall become immediately due and payable; and
(2) proceed to appropriate court action or actions at law or in equity or in bankruptcy to enforce performance by LESSEE of the covenants and terms of this Lease and/or to recover damages for the breach thereof; and
(3) terminate this Lease upon written notice to LESSEE; and
(4) whether or not this Lease be so terminated, and without notice to LESSEE, repossess the Equipment wherever found, with or without legal process, and for this purpose LESSOR and/or its agents may enter upon any premises of or under the control or jurisdiction of LESSEE or any agent of LESSEE without liability for suit, action or other proceeding by LESSEE (any damages occasioned by such repossession being hereby expressly waived by LESSEE) and remove the Equipment therefrom.

Notwithstanding the fact that any or all of the Equipment is returned to or repossessed by LESSOR, as aforesaid, LESSEE shall remain liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, all other unpaid sums or chages that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

If LESSEE fails to redeliver any Equipment to LESSOR, or LESSOR is unable for any reason to effect repossession of any Equipment, or LESSOR in its sole discretion does not repossess any of the Equipment, then, with respect to such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE, as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

LESSOR may also recover from LESSEE all costs and expenses, including, without limitation, reasonable attorney's fees incurred by LESSOR in exercising any of its rights or remedies hereunder.

LESSOR, at its option, may apply the advance Lease Payments against the LESSEE'S obligations under this Lease.

Any repossession, resale or re-lease of any Equipment by LESSOR shall not be a bar to the institution of litigation by LESSOR against LESSEE for damages for breach of this Lease, as hereinbefore provided, and the commencement of any litigation or the entry of judgment against LESSEE shall not be a bar of LESSOR'S rights to repossess any or all of the Equipment.

With respect to any Equipment returned to LESSOR or repossessed by LESSOR pursuant to sub-paragraph (4) above, LESSOR may hold or use such Equipment for any purpose whatsoever, or may sell same at a private or public sale, for cash or credit, or may re-lease same for such term and upon such Lease Payment as shall be solely determined by LESSOR. In the event of the sale or re-leasing by LESSOR of any such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages for breach of this Lease, and not as a penalty, in addition to the entire amount of unpaid L[illegible]ayments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actua[illegible]st to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior [illegible]he date of LESSEE'S default, less the proceeds of any sale or re-leasing of such Equipment, after first deducting therefrom all costs and expenses incurred in repossession, storage, repairs, reconditioning, sale, re-leasing, attorney's fees and collection fees with respect to such Equipment.

To the extent permitted by applicable law, LESSEE hereby waives any rights now or hereafter conferred by statute or otherwise which may require LESSOR to sell, lease or otherwise use any Equipment in mitigation of LESSEE'S damages as set forth in this Paragraph 12 or which may otherwise limit or modify any of LESSOR'S rights or remedies under this Paragraph 12.

In the event that any court of competent jurisdiction determines that any provision of this Lease is invalid or unenforceable in whole or in part, such determination shall not prohibit LESSOR from establishing its damages sustained as a result of any breach of this Lease in any action or proceeding in which LESSOR seeks to recover such damages or the return of its Equipment.

13. CUMULATIVE REMEDIES. All remedies of LESSOR hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by LESSOR of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Damaged occasioned by LESSOR'S taking possession of Equipment are hereby waived by LESSEE. LESSEE waives any right of venue and agrees that all legal, equitable, or arbitration actions between LESSEE and LESSOR can be brought in a court of competent jurisdiction at the sole election and determination of LESSOR, and LESSEE consents thereto.

14. RETURN OF EQUIPMENT. On termination or expiration of this Lease, or upon LESSEE'S default, LESSEE shall, at its own cost and expense, return the Equipment to LESSOR at an address specified by LESSOR in the same condition as received, reasonable wear and tear and normal depreciation excepted. The LESSEE shall, in addition to all other payments due to LESSOR under the terms of this Lease, pay to LESSOR such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment.

15. RENEWAL. Unless LESSEE sixty (60) days prior to the expiration of the Lease notifies LESSOR in writing of its intention to terminate this Lease at its expiration date, then this Lease shall automatically be extended upon all of the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document and shall continue from year to year thereafter under the same terms and conditions until terminated.

16. ASSIGNMENT. This Lease or any Equipment or any lease Payments or other sums due or to become due hereunder may be transferred or assigned by LESSOR without notice, and in such event LESSOR'S transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR under this Lease, and LESSEE'S obligations under this Lease shall not be subject to any defense, offset or counterclaim available to LESSEE against LESSOR.

17. CONFLICTS. If any provision of this Lease is in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions of this Lease. For the sole purpose of resolving any problem of conflict of laws with respect solely to filing or recording hereof, it is agreed that questions of filing or recording shall be determined by the law of such place where the Equipment is located. In all other respects this Lease shall be governed by the Laws of the Commonwealth of Massachusetts.

18. NOTICES. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at the address specified above its signature hereto, or at such other address as may be hereafter specified by like notice by either party to the other.

19. CAPTIONS. Captions are intended for convenience or reference only, and shall not be construed to alter or vary the text.

20. ACCESS. LESSEE shall, whenever requested, advise LESSOR of the exact location of the Equipment. LESSOR may, for the purpose of inspections, at all reasonable times, enter upon any job, building, or place where Equipment is located and may remove Equipment forthwith without notice to LESSEE, if Equipment is, in the opinion of LESSOR, being used beyond it's capacity or in any manner improperly cared for, abused, or misused.

21. INDEMNITY. LESSEE shall and does hereby agree to indemnify and save LESSOR, its successors and assigns, harmless from any and all liability, damages, or loss, including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where and how and by whom operated), control, use, condition (including but not limited to latent and other defects, whether or not discoverable by LESSEE), maintenance, delivery and return of the Equipment, or in the event that the LESSEE shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by the LESSEE. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Lease.

22. INDEMNIFICATION FOR LOSS OF TAX BENEFITS. LESSEE agrees that it and LESSOR have entered into this Lease on the assumption that LESSOR or any assignee of LESSOR shall be entitled to all deductions, credits, and other tax benefits which are provided by Federal, state or local income tax laws to an owner and lessor of new personal property intended for domestic use by a person which is neither a governmental entity nor a tax-exempt organization (the "Tax Benefits"). In the event that LESSOR shall lose the right to claim, or there shall be disallowed or recaptured with respect to LESSOR all or any portion of the Tax Benefits with respect to any item of Equipment (any such loss being hereafter referred to as a "Loss"), and notwithstanding anything contained in this Lease to the contrary, LESSEE shall pay LESSOR, within 30 days after written notice by LESSOR to LESSEE that a loss has occurred, an amount which, in the reasonable opinion of LESSOR will cause LESSOR'S net after-tax yield to remain what it would have been had such Loss not occurred. LESSEE shall not be obligated to indemnify LESSOR, pursuant to this section, if a Loss results from (i) a casualty event with respect to an item of Equipment if the Casualty Value of such item is paid by LESSEE to LESSOR, or (ii) a voluntary sale or exchange of an item of Equipment by LESSOR, or (iii) an act of omission on the part of LESSOR, unless such act or omission is contemplated by this Lease. LESSOR agrees to give LESSEE prompt notice of any action on the part of any tax authority which could result in a Loss. After such a notice is given, LESSOR agrees to consult with LESSEE and to take such action as LESSOR, in its sole discretion, deems appropriate to contest such action by the tax authority. This tax indemnification shall continue in full force and effect, notwithstanding termination of this Lease.

23. ENTIRE LEASE, CHANGES. This Lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed, except by a writing signed by an executive officer of LESSOR. Notwithstanding the foregoing, LESSEE hereby authorizes LESSOR, without further notice, to complete the description of the Equipment to be rented, the quantity thereof, and to fill in any blank spaces on this Lease and to date this Lease.

24. MISCELLANEOUS. This Lease shall be valid and enforceable when accepted in writing by LESSOR and shall be governed by the Laws of the Commonwealth of Massachusetts and shall be binding upon LESSOR and LESSEE and their respective legal representatives, successors and assigns.

25. OTHER COVENANTS AND WARRANTIES OF LESSEE. LESSEE agrees that this Lease is irrevocable for the full term thereof, that LESSEE'S obligations under this Lease are absolute and shall continue without abatement and regardless of any disability to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery, failure of the Equipment properly to operate, termination by operation of law, or any other cause.

BOOK 499 PAGE 176

TM AND SUBSIDIARY THE LEASE FACTOR INC

The Beaumont Building • P.O. Box 71, South Station • Framingham, MA 01701 • Tel. (617) 620-0099

CUSTOMER NUMBER 44995

NAME AND ADDRESS OF LESSEE
(Complete Legal Name)

G. C. Murphy Company
5732 Baltimore National Pike
Baltimore, Md 21228
Store #267

SUPPLIER OF EQUIPMENT (Complete Address)

Gold Office Products, Inc.
15906 Shady Grove Road
Gaithersburg, Md 20877

PERSON TO CONTACT: Mr. R. Wilson — TELEPHONE NO: (301) 744-4555

SALESPERSON: Steve Leonard — TELEPHONE NO: (301) 258-1004

DESCRIPTION OF EQUIPMENT LEASED / (Include make, year model, identification and model numbers or marks)

1 Panasonic FP1520 Copier — Serial #DFD2554405
1 Stand
1 Coin Box

EQUIPMENT TO BE DELIVERED AND LOCATED AT

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

1. SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE. Tax #4BC-569-C52

TERM OF LEASE NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT: PAYMENT	TAX	OTHER	TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST
66	66	60	✓		60	☐ ONE ☐ TWO ☐ THREE ☐ FOUR (OTHER) ___ MOS (OTHER) ___ MOS

ADDITIONAL PROVISIONS

2. LEASE. Eaton Financial Corporation (hereinatter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months and the lease payments as set forth above and on the terms and conditions stated herein AND ON THE REVERSE SIDE HEREOF. LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to LESSOR of all the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All Lease Payments by LESSEE shall be payable at the office of LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby authorizes LESSOR the use of the initial Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the Lease.

3. WARRANTIES. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages; and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is herewith assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

4. DELIVERY AND ACCEPTANCE. The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon installation thereof to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE has not executed and delivered to LESSOR, the submitted Delivery and Acceptance Receipt upon installation of the Equipment, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in this Lease.

By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

EATON FINANCIAL CORPORATION, LESSOR:
AND SUBSIDIARY THE LEASE FACTOR INC

by Debra Vahey Contract Adm
Authorized Signature and Title

Date 5.6.86

G.C. Murphy Co., LESSEE.

by William R. Marshall D/M
Authorized Signature and Title

Date

AFFIX SEAL

ORIGINAL LEASE

5 **USE**. LESSEE shall use Equipment solely in the cond[illegible]ts business, and in a ca[illegible]ful and proper manner, and will not assign this Lease or its interest h[illegible]nder. Additionally, the LESSEE at its own cost and expense, shall keep Equipment in good rep[illegible] condition and working order and shall furnish any and all parts and labor required for that pu[illegible]pose. LESSEE shall not make any alterations to Equipment without the prior written consent of LESSOR. All Equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of LESSOR and shall be deemed incorporated in Equipment and subject to the terms of this Lease as if originally leased hereunder. LESSEE covenants that it will make lawful use of the Equipment.

6. LOCATION. Equipment shall be located at the address to which Equipment is to be shipped and shall not be removed from such location without the prior written consent of LESSOR.

7. TIME. Time being of essence to this Lease, in the event that any Lease Payment(s) required to be made hereunder are not received by LESSOR within five (5) days from their due date, LESSEE agrees to pay in addition thereto a delinquency charge equal to five percent (5%) of the amount of said payment(s).

8. LOSS AND DAMAGE. Upon shipment of Equipment to LESSEE, the LESSEE hereby assumes and shall bear the entire risk of loss and damage to Equipment from any and every cause whatsoever.

9. INSURANCE. LESSEE shall keep Equipment insured against all risk of loss or damage from every cause whatsoever in an amount of not less than the aggregate amount of unpaid total Lease Payments for the balance of the term of this Lease, plus an amount equal to twenty percent (20%) of the actual cost to LESSOR of such Equipment, and shall also carry public liability insurance for both personal injury and property damage covering Equipment. All of the aforesaid insurance shall be in such form and with insurance companies satisfactory to LESSOR.

10. TAXES AND OTHER FEES. LESSEE shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes, municipal, state and federal (excluding, however, any taxes payable in respect to LESSOR'S income), which now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save LESSOR harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom. If compliance with any law [illegible] or permit by any Government agency requires changes or additions to be made on or to Equipment, such changes or additions shall be made by LESSEE at its own expense.

11. TITLE/RECORDING. Title to Equipment shall at all times remain in LESSOR. The LESSEE shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give LESSOR immediately written notice thereof and shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSEE authorizes LESSOR, its successors, assigns and lenders to LESSOR, to file a carbon, photographic or other reproduction of this Lease as a financing statement for the Equipment, and LESSEE further authorizes LESSOR in LESSEE'S name to execute and file financing statements for the Equipment. Such filings under the Uniform Commercial Code are not intended to imply that this Lease is not a true Equipment Lease Agreement. The Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and LESSEE will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of LESSOR.

12. DEFAULT. In the event LESSEE shall default in the payment, when due, of any lease Payment, additional Lease Payment, or any other sums due hereunder for a period of five (5) consecutive days thereafter, or in the event of any other default or breach of the other terms and conditions of this Lease or in the event of any default or breach of the terms and conditions of any other Equipment Lease Agreements or Rental Agreements between LESSEE and LESSOR, or if any execution or other process shall be issued in any action or proceeding against the LESSEE, whereby the said Equipment may be taken or distrained, or if the LESSEE shall enter into any agreement or composition with its creditors, or LESSEE becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, trustee, conservator or liquidator of LESSEE or of all or a substantial part of its assets is appointed with or without the application or consent of LESSEE, or a petition is filed by or against LESSEE under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or breach by LESSEE of any of the terms of any loan or credit agreement, or default thereunder, or if the financial condition of the LESSEE'S business affairs shall so change as to, in LESSOR'S opinion, impair LESSOR'S Equipment or increase the credit risk involved, then and upon the happening of any of these event(s), LESSOR shall have the right to do any one or more of the following:

(1) declare this Lease in default upon written notice to LESSEE, whereupon the entire amount of Lease Payments remaining to be paid over the balance of the Lease Term of this Lease of all Equipment then leased hereunder, together with all other obligations as hereinafter set forth shall become immediately due and payable, and

(2) proceed to appropriate court action or actions at law or in equity or in bankruptcy to enforce performance by LESSEE of the covenants and terms of this Lease and/or to recover damages for the breach thereof, and

(3) terminate this Lease upon written notice to LESSEE, and

(4) whether or not this Lease be so terminated, and without notice to LESSEE, repossess the Equipment wherever found, with or without legal process, and for this purpose LESSOR and/or its agents may enter upon any premises of or under the control or jurisdiction of LESSEE or any agent of LESSEE without liability for suit, action or other proceeding by LESSEE (any damages occasioned by such repossession being hereby expressly waived by LESSEE) and remove the Equipment therefrom.

Notwithstanding the fact that any or all of the Equipment is returned to or repossessed by LESSOR, as aforesaid, LESSEE shall remain liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, all other unpaid sums or chages that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

If LESSEE fails to redeliver any Equipment to LESSOR, or LESSOR is unable for any reason to effect repossession of any Equipment, or LESSOR in its sole discretion does not repossess any of the Equipment, then, with respect to such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE, as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

LESSOR may also recover from LESSEE all costs and expenses, including, without limitation, reasonable attorney's fees incurred by LESSOR in exercising any of its rights or remedies hereunder.

LESSOR, at its option, may apply the advance Lease Payments against the LESSEE'S obligations under this Lease.

Any repossession, resale or re-lease of any Equipment by LESSOR shall not be a bar to the institution of litigation by LESSOR against LESSEE for damages for breach of this Lease, as hereinbefore provided, and the commencement of any litigation or the entry of judgment against LESSEE shall not be a bar of LESSOR'S rights to repossess any or all of the Equipment.

With respect to any Equipment returned to LESSOR, or repossessed by LESSOR pursuant to sub-paragraph (4) above, LESSOR may hold or use such Equipment for any purpose whatsoever, or may sell same at a private or public sale, for cash or credit, or may re-lease same for such term and upon such Lease Payment as shall be solely determined by LESSOR. In the event of the sale or re-leasing by LESSOR of any such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages for breach of this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments p[illegible]ant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSO[illegible] such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LE[illegible]EE'S default, less the proceeds of any sale or re-leasing of such Equipment, after first deducting therefrom all costs and expenses incurred in repossession, storage, repairs, reconditioning, sale, re-leasing, attorney's fees and collection fees with respect to such Equipment.

To the extent permitted by applicable law, LESSEE hereby waives any rights now or hereafter conferred by statute or otherwise which may require LESSOR to sell, lease or otherwise use any Equipment in mitigation of LESSEE'S damages, as set forth in this Paragraph 12, or which may otherwise limit or modify any of LESSOR'S rights or remedies under this Paragraph 12.

In the event that any court of competent jurisdiction determines that any provision of this Lease is invalid or unenforceable in whole or in part, such determination shall not prohibit LESSOR from establishing its damages sustained as a result of any breach of this Lease in any action or proceeding in which LESSOR seeks to recover such damages or the return of its Equipment.

13. CUMULATIVE REMEDIES. All remedies of LESSOR hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by LESSOR of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Damaged occasioned by LESSOR'S taking possession of Equipment are hereby waived by LESSEE. LESSEE waives any right of venue and agrees that all legal, equitable or arbitration actions between LESSEE and LESSOR can be brought in a court of competent jurisdiction at the sole election and determination of LESSOR, and LESSEE consents thereto.

14. RETURN OF EQUIPMENT. On termination or expiration of this Lease, or upon LESSEE'S default, LESSEE shall, at its own cost and expense, return the Equipment to LESSOR at an address specified by LESSOR in the same condition as received, reasonable wear and tear and normal depreciation excepted. The LESSEE shall, in addition to all other payments due to LESSOR under the terms of this Lease, pay to LESSOR such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment.

15. RENEWAL. Unless LESSEE sixty (60) days prior to the expiration of the Lease notifies LESSOR in writing of its intentions to terminate this Lease at its expiration date, then this Lease shall automatically be extended upon all of the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document and shall continue from year to year thereafter under the same terms and conditions until terminated.

16. ASSIGNMENT. This Lease or any Equipment or any lease Payments or other sums due or to become due hereunder may be transferred or assigned by LESSOR without notice, and in such event LESSOR'S transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR under this Lease, and LESSEE'S obligations under this Lease shall not be subject to any defense, offset or counterclaim available to LESSEE against LESSOR.

17. CONFLICTS. If any provision of this Lease is in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions of this Lease. For the sole purpose of resolving any problem of conflict of laws with respect solely to filing or recording hereof, it is agreed that questions of filing or recording shall be determined by the law of such place where the Equipment is located. In all other respects this Lease shall be governed by the Laws of the Commonwealth of Massachusetts.

18. NOTICES. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at the address specified above its signature hereto, or at such other address as may be hereafter specified by like notice by either party to the other.

19. CAPTIONS. Captions are intended for convenience or reference only, and shall not be construed to alter or vary the text.

20. ACCESS. LESSEE shall, whenever requested, advise LESSOR of the exact location of the Equipment. LESSOR may, for the purpose of inspections, at all reasonable times, enter upon any job, building, or place where Equipment is located and may remove Equipment forthwith without notice to LESSEE, if Equipment is, in the opinion of LESSOR, being used beyond its capacity or in any manner improperly cared for, abused, or misused.

21. INDEMNITY. LESSEE shall and does hereby agree to indemnify and save LESSOR, its successors and assigns, harmless from any and all liability, damages, or loss, including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where and how and by whom operated), control, use, condition (including but not limited to latent and other defects, whether or not discoverable by LESSEE), maintenance, delivery and return of the Equipment, or in the event that the LESSEE shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by the LESSEE. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Lease.

22. INDEMNIFICATION FOR LOSS OF TAX BENEFITS. LESSEE agrees that it and LESSOR have entered into this Lease on the assumption that LESSOR or any assignee of LESSOR shall be entitled to all deductions, credits, and other tax benefits which are provided by Federal, state or local income tax laws to an owner and lessor of new personal property intended for domestic use by a person which is neither a governmental entity nor a tax exempt organization (the "Tax Benefits"). In the event that LESSOR shall lose the right to claim, or there shall be disallowed or recaptured with respect to LESSOR all or any portion of the Tax Benefits with respect to any item of Equipment (any such loss being hereafter referred to as a "Loss"), and notwithstanding anything contained in this Lease to the contrary, LESSEE shall pay LESSOR, within 30 days after written notice by LESSOR to LESSEE that a loss has occurred, an amount which, in the reasonable opinion of LESSOR will cause LESSOR'S net after-tax yield to remain what it would have been had such Loss not occurred. LESSEE shall not be obligated to indemnify LESSOR, pursuant to this section, if a Loss results from (i) a casualty event with respect to an item of Equipment if the Casualty Value of such item is paid by LESSEE to LESSOR, or (ii) a voluntary sale or exchange of an item of Equipment by LESSOR, or (iii) an act of omission on the part of LESSOR, unless such act or omission is contemplated by this Lease. LESSOR agrees to give LESSEE prompt notice of any action on the part of any tax authority which could result in a Loss. After such a notice is given, LESSOR agrees to consult with LESSEE and to take such action as LESSOR, in its sole discretion, deems appropriate to contest such action by the tax authority. This tax indemnification shall continue in full force and effect, notwithstanding termination of this Lease.

23. ENTIRE LEASE, CHANGES. This Lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed, except by a writing signed by an executive officer of LESSOR. Notwithstanding the foregoing, LESSEE hereby authorizes LESSOR, without further notice, to complete the description of the Equipment to be rented, the quantity thereof, and to fill in any blank spaces on this Lease and to date this Lease.

24. MISCELLANEOUS. This Lease shall be valid and enforceable when accepted in writing by LESSOR and shall be governed by the Laws of the Commonwealth of Massachusetts and shall be binding upon LESSOR and LESSEE and their respective legal representatives, successors and assigns.

25. OTHER COVENANTS AND WARRANTIES OF LESSEE. LESSEE agrees that this Lease is irrevocable for the full term thereof, that LESSEE'S obligations under this Lease are absolute and shall continue without abatement and regardless of any disability to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery, failure of the Equipment properly to operate, termination by operation of law, or any other cause.

BOOK 499 PAGE 178

CUSTOMER # 44996

EATON FINANCIAL CORPORATION AND SUBSIDIARY, THE LEASE FACTOR, INC.

The Beaumont Building • P.O. Box 71, South Station • Framingham, MA 01701 • Tel. (617) 620-0099

NAME AND ADDRESS OF LESSEE (Complete Legal Name)

G. C. Murphy Company
338 Harundale Shopping Center
Glen Burnie, Md. 21061
Store # 268

Mr. Tom Porter — PERSON TO CONTACT — (301) 761-2400 TELEPHONE NO

SUPPLIER OF EQUIPMENT (Complete Address)

Gold Office Products, Inc.
15906 Shady Grove Road
Gaithersburg, Md 20877

Steve Leonard — SALESPERSON — (301) 258-1004 TELEPHONE NO

DESCRIPTION OF EQUIPMENT LEASED / (Include make, year model, identification and model numbers or marks)

1 Panasonic FP1520 Copier Serial #DFD2554367
1 Stand
1 Coin Box

EQUIPMENT TO BE DELIVERED AND LOCATED AT

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

1. SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE. Tax #4BC-569-C52

TERM OF LEASE NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST
		PAYMENT	TAX	OTHER		☐ ONE ☐ TWO ☐ THREE ☐ FOUR (OTHER) ___ MOS (OTHER) ___ MOS
66	66	60			60	

ADDITIONAL PROVISIONS

2. LEASE. Eaton Financial Corporation (hereinafter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months and the lease payments as set forth above and on the terms and conditions stated herein AND ON THE REVERSE SIDE HEREOF. LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to LESSOR of all the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All Lease Payments by LESSEE shall be payable at the office of LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby authorizes LESSOR the use of the initial Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the Lease.

3. WARRANTIES. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages; and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is herewith assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

4. DELIVERY AND ACCEPTANCE. The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon installation thereof to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE has not executed and delivered to LESSOR, the submitted Delivery and Acceptance Receipt upon installation of the Equipment, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in this Lease.

By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

EATON FINANCIAL CORPORATION, LESSOR

by Debra Tahey Contract Adm
Authorized Signature and Title

Date 5-6-86

G.C Murphy Co, LESSEE

by William R. Marshall D/M
Authorized Signature and Title

Date

AFFIX SEAL

ORIGINAL LEASE

5. USE. LESSEE shall use Equipment solely in the co[illegible] of its business, and in a careful and proper manner, and will not assign this Lease or its intere[illegible] hereunder. Additionally, the LESSEE, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. LESSEE shall not make any alterations to Equipment without the prior written consent of LESSOR. All Equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of LESSOR and shall be deemed incorporated in Equipment and subject to the terms of this Lease as if originally leased hereunder. LESSEE covenants that it will make lawful use of the Equipment.

6. LOCATION. Equipment shall be located at the address to which Equipment is to be shipped and shall not be removed from such location without the prior written consent of LESSOR.

7. TIME. Time being of essence to this Lease, in the event that any Lease Payment(s) required to be made hereunder are not received by LESSOR within five (5) days from their due date, LESSEE agrees to pay in addition thereto a delinquency charge equal to five percent (5%) of the amount of said payment(s).

8. LOSS AND DAMAGE. Upon shipment of Equipment to LESSEE, the LESSEE hereby assumes and shall bear the entire risk of loss and damage to Equipment from any and every cause whatsoever.

9. INSURANCE. LESSEE shall keep Equipment insured against all risk of loss or damage from every cause whatsoever in an amount of not less than the aggregate amount of unpaid total Lease Payments for the balance of the term of this Lease, plus an amount equal to twenty percent (20%) of the actual cost to LESSOR of such Equipment, and shall also carry public liability insurance for both personal injury and property damage covering Equipment. All of the aforesaid insurance shall be in such form and with insurance companies satisfactory to LESSOR.

10. TAXES AND OTHER FEES. LESSEE shall comply with all laws and regulations relating to, and shall promptly pay, when due, all license fees, registration fees, assessments, charges and taxes (municipal, state and federal (excluding, however, any taxes payable in respect to LESSOR'S income), which now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save LESSOR harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom. If compliance with any law, ordinance, rule or permit by any Government agency requires changes or additions to be made on or to Equipment, such changes or additions shall be made by LESSEE at its own expense.

11. TITLE/RECORDING. Title to Equipment shall at all times remain in LESSOR. The LESSEE shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give LESSOR immediately written notice thereof and shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSEE authorizes LESSOR, its successors, assigns and lenders to LESSOR, to file a carbon, photographic or other reproduction of this Lease as a financing statement for the Equipment, and LESSEE further authorizes LESSOR in LESSEE'S name to execute and file financing statements for the Equipment. Such filings under the Uniform Commercial Code are not intended to imply that this Lease is not a true Equipment Lease Agreement. The Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and LESSEE will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of LESSOR.

12. DEFAULT. In the event LESSEE shall default in the payment, when due, of any lease Payment, additional Lease Payment, or any other sums due hereunder for a period of five (5) consecutive days thereafter, or in the event of any other default or breach of the other terms and conditions of this Lease or in the event of any default or breach of the terms and conditions of any other Equipment Lease Agreements or Rental Agreements between LESSEE and LESSOR, or if any execution or other process shall be issued in any action or proceeding against the LESSEE, whereby the said Equipment may be taken or distrained, or if the LESSEE shall enter into any agreement or composition with its creditors, or LESSEE becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, trustee, conservator or liquidator of LESSEE of all or a substantial part of its assets is appointed with or without the application or consent of LESSEE, or a petition is filed by or against LESSEE under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or breach by LESSEE of any of the terms of any loan or credit agreement, or default thereunder, or if the financial condition of the LESSEE'S business affairs shall so change as to, in LESSOR'S opinion, impair LESSOR'S Equipment or increase the credit risk involved, then and upon the happening of any of these event(s), LESSOR shall have the right to do any one or more of the following:

(1) declare this Lease in default upon written notice to LESSEE, whereupon the entire amount of Lease Payments remaining to be paid over the balance of the Lease Term of this Lease of all Equipment then leased hereunder, together with all other obligations as hereinafter set forth, shall become immediately due and payable, and
(2) proceed to appropriate court action or actions at law or in equity or in bankruptcy to enforce performance by LESSEE of the covenants and terms of this Lease and/or to recover damages for the breach thereof, and
(3) terminate this Lease upon written notice to LESSEE, and
(4) whether or not this Lease be so terminated, and without notice to LESSEE, repossess the Equipment wherever found, with or without legal process, and for this purpose LESSOR and/or its agents may enter upon any premises of or under the control or jurisdiction of LESSEE or any agent of LESSEE without liability for suit, action or other proceeding by LESSEE (any damages occasioned by such repossession being hereby expressly waived by LESSEE) and remove the Equipment therefrom.

Notwithstanding the fact that any or all of the Equipment is returned to or repossessed by LESSOR, as aforesaid, LESSEE shall remain liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, all other unpaid sums or chages that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

If LESSEE fails to redeliver any Equipment to LESSOR, or LESSOR is unable for any reason to effect repossession of any Equipment, or LESSOR in its sole discretion does not repossess any of the Equipment, then, with respect to such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE, as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

LESSOR may also recover from LESSEE all costs and expenses, including, without limitation, reasonable attorney's fees incurred by LESSOR in exercising any of its rights or remedies hereunder.

LESSOR, at its option, may apply the advance Lease Payments against the LESSEE'S obligations under this Lease.

Any repossession, resale or re-lease of any Equipment by LESSOR shall not be a bar to the institution of litigation by LESSOR against LESSEE for damages for breach of this Lease, as hereinbefore provided, and the commencement of any litigation or the entry of judgment against LESSEE shall not be a bar of LESSOR'S rights to repossess any or all of the Equipment.

With respect to any Equipment returned to LESSOR, or repossessed by LESSOR pursuant to sub-paragraph (4) above, LESSOR may hold or use such Equipment for any purpose whatsoever, or may sell same at a private or public sale, for cash or credit, or may re-lease same for such term and upon such Lease Payment as shall be solely determined by LESSOR. In the event of the sale or re-leasing by LESSOR of any such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages for breach of this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, less the proceeds of any sale or re-leasing of such Equipment, after first deducting therefrom all costs and expenses incurred in repossession, storage, repairs, reconditioning, sale, re-leasing, attorney's fees and collection fees with respect to such Equipment.

To the extent permitted by applicable law, LESSEE hereby waives any rights now or hereafter conferred by statute or otherwise which may require LESSOR to sell, lease or otherwise use any Equipment in mitigation of LESSEE'S damages, as set forth in this Paragraph 12, or which may otherwise limit or modify any of LESSOR'S rights or remedies under this Paragraph 12.

In the event that any court of competent jurisdiction determines that any provision of this Lease is invalid or unenforceable in whole or in part, such determination shall not prohibit LESSOR from establishing its damages sustained as a result of any breach of this Lease in any action or proceeding in which LESSOR seeks to recover such damages or the return of its Equipment.

13. CUMULATIVE REMEDIES. All remedies of LESSOR hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by LESSOR of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Damages occasioned by LESSOR'S taking possession of Equipment are hereby waived by LESSEE. LESSEE waives any right of venue and agrees that all legal, equitable, or arbitration actions between LESSEE and LESSOR can be brought in a court of competent jurisdiction at the sole election and determination of LESSOR, and LESSEE consents thereto.

14. RETURN OF EQUIPMENT. On termination or expiration of this Lease, or upon LESSEE'S default, LESSEE shall, at its own cost and expense, return the Equipment to LESSOR at an address specified by LESSOR in the same condition as received, reasonable wear and tear and normal depreciation excepted. The LESSEE shall, in addition to all other payments due to LESSOR under the terms of this Lease, pay to LESSOR such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment.

15. RENEWAL. Unless LESSEE, sixty (60) days prior to the expiration of the Lease, notifies LESSOR in writing of its intentions to terminate this Lease at its expiration date, then this Lease shall automatically be extended upon all of the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document and shall continue from year to year thereafter under the same terms and conditions until terminated.

16. ASSIGNMENT. This Lease or any Equipment or any lease Payments or other sums due or to become due hereunder may be transferred or assigned by LESSOR, without notice, and in such event LESSOR'S transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR under this Lease, and LESSEE'S obligations under this Lease shall not be subject to any defense, offset or counterclaim available to LESSEE against LESSOR.

17. CONFLICTS. If any provision of this Lease is in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions of this Lease. For the sole purpose of resolving any problem of conflict of laws with respect solely to filing or recording hereof, it is agreed that questions of filing or recording shall be determined by the law of such place where the Equipment is located. In all other respects, this Lease shall be governed by the Laws of the Commonwealth of Massachusetts.

18. NOTICES. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at the address specified above its signature hereto, or at such other address as may be hereafter specified by like notice by either party to the other.

19. CAPTIONS. Captions are intended for convenience or reference only, and shall not be construed to alter or vary the text.

20. ACCESS. LESSEE shall, whenever requested, advise LESSOR of the exact location of the Equipment. LESSOR may, for the purpose of inspections, at all reasonable times, enter upon any job, building, or place where Equipment is located and may remove Equipment forthwith without notice to LESSEE, if Equipment is, in the opinion of LESSOR, being used beyond its capacity or in any manner improperly cared for, abused, or misused.

21. INDEMNITY. LESSEE shall and does hereby agree to indemnify and save LESSOR, its successors and assigns, harmless from any and all liability, damages, or loss, including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where and how and by whom operated), control, use, condition (including but not limited to latent and other defects, whether or not discoverable by LESSEE), maintenance, delivery and return of the Equipment, or in the event that the LESSEE shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by the LESSEE. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Lease.

22. INDEMNIFICATION FOR LOSS OF TAX BENEFITS. LESSEE agrees that it and LESSOR have entered into this Lease on the assumption that LESSOR or any assignee of LESSOR shall be entitled to all deductions, credits, and other tax benefits which are provided by Federal, state or local income tax laws to an owner and lessor of new personal property intended for domestic use by a person which is neither a governmental entity nor a tax-exempt organization (the "Tax Benefits"). In the event that LESSOR shall lose the right to claim, or there shall be disallowed or recaptured with respect to LESSOR all or any portion of the Tax Benefits with respect to any item of Equipment (any such loss being hereafter referred to as a "Loss"), and notwithstanding anything contained in this Lease to the contrary, LESSEE shall pay LESSOR, within 30 days after written notice by LESSOR to LESSEE that a loss has occurred, an amount which, in the reasonable opinion of LESSOR will cause LESSOR'S net after-tax yield to remain what it would have been had such Loss not occurred. LESSEE shall not be obligated to indemnify LESSOR, pursuant to this section, if a Loss results from (i) a casualty event with respect to an item of Equipment if the Casualty Value of such item is paid by LESSEE to LESSOR, or (ii) a voluntary sale or exchange of an item of Equipment by LESSOR, or (iii) an act of omission on the part of LESSOR, unless such act or omission is contemplated by this Lease. LESSOR agrees to give LESSEE prompt notice of any action on the part of any tax authority which could result in a Loss. After such a notice is given, LESSOR agrees to consult with LESSEE and to take such action as LESSOR, in its sole discretion, deems appropriate to contest such action by the tax authority. This tax indemnification shall continue in full force and effect, notwithstanding termination of this Lease.

23. ENTIRE LEASE, CHANGES. This Lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed, except by a writing signed by an executive officer of LESSOR. Notwithstanding the foregoing, LESSEE hereby authorizes LESSOR, without further notice, to complete the description of the Equipment to be rented, the quantity thereof, and to fill in any blank spaces on this Lease and to date this Lease.

24. MISCELLANEOUS. This Lease shall be valid and enforceable when accepted in writing by LESSOR and shall be governed by the Laws of the Commonwealth of Massachusetts and shall be binding upon LESSOR and LESSEE and their respective legal representatives, successors and assigns.

25. OTHER COVENANTS AND WARRANTIES OF LESSEE. LESSEE agrees that this Lease is irrevocable for the full term thereof, that LESSEE'S obligations under this Lease are absolute and shall continue without abatement and regardless of any disability to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery, failure of the Equipment properly to operate, termination by operation of law, or any other cause.

AND SUBSIDIARY, THE LEASE FACTOR, INC.

TM

The Beaumont Building • P.O. Box 71, South Station • Framingham, MA 01701 • Tel. (617) 620-0099

CUSTOMER # 44497

BOOK 409 PAGE 180

NAME AND ADDRESS OF LESSEE (Complete Legal Name)

G. C. Murphy Company
6735 Glen Burnie Mall NE
Glen Burnie, Md 21061
Store #301

SUPPLIER OF EQUIPMENT (Complete Address)

Gold Office Products, Inc.
15906 Shady Grove Road
Gaithersburg, Md 20877

PERSON TO CONTACT: Mr. J. W. Blocker TELEPHONE NO: (301) 761-8370 SALESPERSON: Steve Leonard TELEPHONE NO: (301) 258-1004

DESCRIPTION OF EQUIPMENT LEASED / (Include make, year model, identification and model numbers or marks)

1 Panasonic FP1520 Copier Serial # DFD2554875
1 Stand
1 Coin Box

EQUIPMENT TO BE DELIVERED AND LOCATED AT

Mailed to Secured Party

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

1. SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE. Tax #4BC-569-C32

TERM OF LEASE NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST
		PAYMENT	TAX	OTHER		☐ ONE ☐ TWO ☐ THREE ☐ FOUR (OTHER) ___ MOS (OTHER) ___ MOS
66	66	60			60	

ADDITIONAL PROVISIONS

2. LEASE. Eaton Financial Corporation (hereinafter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months and the lease payments as set forth above and on the terms and conditions stated herein AND ON THE REVERSE SIDE HEREOF. LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to LESSOR of all the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All Lease Payments by LESSEE shall be payable at the office of LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby authorizes LESSOR the use of the Initial Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the Lease.

3. WARRANTIES. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages; and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is herewith assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

4. DELIVERY AND ACCEPTANCE. The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon installation thereof to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE has not executed and delivered to LESSOR, the submitted Delivery and Acceptance Receipt upon installation of the Equipment, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in this Lease.

By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

EATON FINANCIAL CORPORATION, LESSOR
AND SUBSIDIARY, THE LEASE FACTOR, INC.

by Debra Tahey Contract adm
Authorized Signature and Title

Date 5-6-86

G.C Murphy Co., LESSEE

by William R. Marshall D/M
Authorized Signature and Title

Date

AFFIX SEAL

ORIGINAL LEASE

499 pg 180 A

5. USE. LESSEE shall use Equipment solely in the conduct of its business and in a careful and proper manner, and will not assign this Lease or its interest hereunder. Additionally, the LESSEE, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. LESSEE shall not make any alterations to Equipment without the prior written consent of LESSOR. All Equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of LESSOR and shall be deemed incorporated in Equipment and subject to the terms of this Lease as if originally leased hereunder. LESSEE covenants that it will make lawful use of the Equipment.

6. LOCATION. Equipment shall be located at the address to which Equipment is to be shipped and shall not be removed from such location without the prior written consent of LESSOR.

7. TIME. Time being of essence to this Lease, in the event that any Lease Payment(s) required to be made hereunder are not received by LESSOR within five (5) days from their due date, LESSEE agrees to pay in addition thereto a delinquency charge equal to five percent (5%) of the amount of said payment(s).

8. LOSS AND DAMAGE. Upon shipment of Equipment to LESSEE, the LESSEE hereby assumes and shall bear the entire risk of loss and damage to Equipment from any and every cause whatsoever.

9. INSURANCE. LESSEE shall keep Equipment insured against all risk of loss or damage from every cause whatsoever in an amount of not less than the aggregate amount of unpaid total Lease Payments for the balance of the term of this Lease, plus an amount equal to twenty percent (20%) of the actual cost to LESSOR of such Equipment, and shall also carry public liability insurance for both personal injury and property damage covering Equipment. All of the aforesaid insurance shall be in such form and with insurance companies satisfactory to LESSOR.

10. TAXES AND OTHER FEES. LESSEE shall comply with all laws and regulations relating to, and shall promptly pay, when due, all license fees, registration fees, assessments, charges and taxes, municipal, state and federal (excluding, however, any taxes payable in respect to LESSOR'S income), which now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save LESSOR harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom. If compliance with any law, order, rule or permit by any Government agency requires changes or additions to be made on or to Equipment, such changes or additions shall be made by LESSEE at its own expense.

11. TITLE/RECORDING. Title to Equipment shall at all times remain in LESSOR. The LESSEE shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give LESSOR immediately written notice thereof and shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSEE authorizes LESSOR, its successors, assigns and lenders to LESSOR, to file a carbon, photographic or other reproduction of this Lease as a financing statement for the Equipment, and LESSEE further authorizes LESSOR in LESSEE'S name to execute and file financing statements for the Equipment. Such filings under the Uniform Commercial Code are not intended to imply that this Lease is not a true Equipment Lease Agreement. The Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and LESSEE will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of LESSOR.

12. DEFAULT. In the event LESSEE shall default in the payment, when due, of any Lease Payment, additional Lease Payment, or any other sums due hereunder for a period of five (5) consecutive days thereafter, or in the event of any other default or breach of the other terms and conditions of this Lease or in the event of any default or breach of the terms and conditions of any other Equipment Lease Agreements or Rental Agreements between LESSEE and LESSOR, or if any execution or other process shall be issued in any action or proceeding against the LESSEE, whereby the said Equipment may be taken or distrained, or if the LESSEE shall enter into any agreement or composition with its creditors, or LESSEE becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, trustee, conservator or liquidator of LESSEE of all or a substantial part of its assets is appointed with or without the application or consent of LESSEE, or a petition is filed by or against LESSEE under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or breach by LESSEE of any of the terms of any loan or credit agreement, or default thereunder, or if the financial condition of the LESSEE'S business affairs shall so change as to, in LESSOR'S opinion, impair LESSOR'S Equipment or increase the credit risk involved, then and upon the happening of any of these event(s), LESSOR shall have the right to do any one or more of the following:

(1) declare this Lease in default upon written notice to LESSEE, whereupon the entire amount of Lease Payments remaining to be paid over the balance of the Lease Term of this Lease of all Equipment then leased hereunder, together with all other obligations as hereinafter set forth, shall become immediately due and payable, and
(2) proceed to appropriate court action or actions at law or in equity or in bankruptcy to enforce performance by LESSEE of the covenants and terms of this Lease and/or to recover damages for the breach thereof, and
(3) terminate this Lease upon written notice to LESSEE, and
(4) whether or not this Lease be so terminated, and without notice to LESSEE, repossess the Equipment wherever found, with or without legal process, and for this purpose LESSOR and/or its agents may enter upon any premises of or under the control or jurisdiction of LESSEE or any agent of LESSEE without liability for suit, action or other proceeding by LESSEE (any damages occasioned by such repossession being hereby expressly waived by LESSEE) and remove the Equipment therefrom.

Notwithstanding the fact that any or all of the Equipment is returned to or repossessed by LESSOR, as aforesaid, LESSEE shall remain liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, all other unpaid sums or chages that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

If LESSEE fails to redeliver any Equipment to LESSOR, or LESSOR is unable for any reason to effect repossession of any Equipment, or LESSOR in its sole discretion does not repossess any of the Equipment, then, with respect to such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE, as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

LESSOR may also recover from LESSEE all costs and expenses, including, without limitation, reasonable attorney's fees incurred by LESSOR in exercising any of its rights or remedies hereunder.

LESSOR, at its option, may apply the advance Lease Payments against the LESSEE'S obligations under this Lease.

Any repossession, resale or re-lease of any Equipment by LESSOR shall not be a bar to the institution of litigation by LESSOR against LESSEE for damages for breach of this Lease, as hereinbefore provided, and the commencement of any litigation or the entry of judgment against LESSEE shall not be a bar of LESSOR'S rights to repossess any or all of the Equipment.

With respect to any Equipment returned to LESSOR, or repossessed by LESSOR pursuant to sub-paragraph (4) above, LESSOR may hold or use such Equipment for any purpose whatsoever, or may sell same at a private or public sale, for cash or credit, or may re-lease same for such term and upon such Lease Payment as shall be solely determined by LESSOR. In the event of the sale or re-leasing by LESSOR of any such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages for breach of this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, less the proceeds of any sale or re-leasing of such Equipment, after first deducting therefrom all costs and expenses incurred in repossession, storage, repairs, reconditioning, sale, re-leasing, attorney's fees and collection fees with respect to such Equipment.

To the extent permitted by applicable law, LESSEE hereby waives any rights now or hereafter conferred by statute or otherwise which may require LESSOR to sell, lease or otherwise use any Equipment in mitigation of LESSEE'S damages, as set forth in this Paragraph 12, or which may otherwise limit or modify any of LESSOR'S rights or remedies under this Paragraph 12.

In the event that any court of competent jurisdiction determines that any provision of this Lease is invalid or unenforceable in whole or in part, such determination shall not prohibit LESSOR from establishing its damages sustained as a result of any breach of this Lease in any action or proceeding in which LESSOR seeks to recover such damages or the return of its Equipment.

13. CUMULATIVE REMEDIES. All remedies of LESSOR hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by LESSOR of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Damaged occasioned by LESSOR'S taking possession of Equipment are hereby waived by LESSEE. LESSEE waives any right of venue and agrees that all legal, equitable, or arbitration actions between LESSEE and LESSOR can be brought in a court of competent jurisdiction at the sole election and determination of LESSOR, and LESSEE consents thereto.

14. RETURN OF EQUIPMENT. On termination or expiration of this Lease, or upon LESSEE'S default, LESSEE shall, at its own cost and expense, return the Equipment to LESSOR at an address specified by LESSOR in the same condition as received, reasonable wear and tear and normal depreciation excepted. The LESSEE shall, in addition to all other payments due to LESSOR under the terms of this Lease, pay to LESSOR such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment.

15. RENEWAL. Unless LESSEE, sixty (60) days prior to the expiration of the Lease, notifies LESSOR in writing of its intentions to terminate this Lease at its expiration date, then this Lease shall automatically be extended upon all of the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document and shall continue from year to year thereafter under the same terms and conditions until terminated.

16. ASSIGNMENT. This Lease or any Equipment or any lease Payments or other sums due or to become due hereunder may be transferred or assigned by LESSOR without notice, and in such event LESSOR'S transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR under this Lease, and LESSEE'S obligations under this Lease shall not be subject to any defense, offset or counterclaim available to LESSEE against LESSOR.

17. CONFLICTS. If any provision of this Lease is in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions of this Lease. For the sole purpose of resolving any problem of conflict of laws with respect solely to filing or recording hereof, it is agreed that questions of filing or recording shall be determined by the law of such place where the Equipment is located. In all other respects, this Lease shall be governed by the Laws of the Commonwealth of Massachusetts.

18. NOTICES. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at the address specified above its signature hereto, or at such other address as may be hereafter specified by like notice by either party to the other.

19. CAPTIONS. Captions are intended for convenience or reference only, and shall not be construed to alter or vary the text.

20. ACCESS. LESSEE shall, whenever requested, advise LESSOR of the exact location of the Equipment. LESSOR may, for the purpose of inspections, at all reasonable times, enter upon any job, building, or place where Equipment is located and may remove Equipment forthwith without notice to LESSEE, if Equipment is, in the opinion of LESSOR, being used beyond its capacity or in any manner improperly cared for, abused, or misused.

21. INDEMNITY. LESSEE shall and does hereby agree to indemnify and save LESSOR, its successors and assigns, harmless from any and all liability, damages, or loss, including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where and how and by whom operated), control, use, condition (including but not limited to latent and other defects, whether or not discoverable by LESSEE), maintenance, delivery and return of the Equipment, or in the event that the LESSEE shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by the LESSEE. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Lease.

22. INDEMNIFICATION FOR LOSS OF TAX BENEFITS. LESSEE agrees that it and LESSOR have entered into this Lease on the assumption that LESSOR or any assignee of LESSOR shall be entitled to all deductions, credits, and other tax benefits which are provided by Federal, state or local income tax laws to an owner and lessor of new personal property intended for domestic use by a person which is neither a governmental entity nor a tax exempt organization (the "Tax Benefits"). In the event that LESSOR shall lose the right to claim, or there shall be disallowed or recaptured with respect to LESSOR all or any portion of the Tax Benefits with respect to any item of Equipment (any such loss being hereafter referred to as a "Loss"), and notwithstanding anything contained in this Lease to the contrary, LESSEE shall pay LESSOR, within 30 days after written notice by LESSOR to LESSEE that a loss has occurred, an amount which, in the reasonable opinion of LESSOR will cause LESSOR'S net after-tax yield to remain what it would have been had such Loss not occurred. LESSEE shall not be obligated to indemnify LESSOR, pursuant to this section, if a Loss results from (i) a casualty event with respect to an item of Equipment if the Casualty Value of such item is paid by LESSEE to LESSOR, or (ii) a voluntary sale or exchange of an item of Equipment by LESSOR, or (iii) an act of omission on the part of LESSOR, unless such act or omission is contemplated by this Lease. LESSOR agrees to give LESSEE prompt notice of any action on the part of any tax authority which could result in a Loss. After such a notice is given, LESSOR agrees to consult with LESSEE and to take such action as LESSOR, in its sole discretion, deems appropriate to contest such action by the tax authority. This tax indemnification shall continue in full force and effect, notwithstanding termination of this Lease.

23. ENTIRE LEASE, CHANGES. This Lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed, except by a writing signed by an executive officer of LESSOR. Notwithstanding the foregoing, LESSEE hereby authorizes LESSOR, without further notice, to complete the description of the Equipment to be rented, the quantity thereof, and to fill in any blank spaces on this Lease and to date this Lease.

24. MISCELLANEOUS. This Lease shall be valid and enforceable when accepted in writing by LESSOR and shall be governed by the Laws of the Commonwealth of Massachusetts and shall be binding upon LESSOR and LESSEE and their respective legal representatives, successors and assigns.

25. OTHER COVENANTS AND WARRANTIES OF LESSEE. LESSEE agrees that this Lease is irrevocable for the full term thereof, that LESSEE'S obligations under this Lease are absolute and shall continue without abatement and regardless of any disability to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery, failure of the Equipment properly to operate, termination by operation of law, or any other cause.

262365

BOOK 499 PAGE 181

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is $ _____
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR	SECURED PARTY (OR ASSIGNEE)
Deewall Bouvier Registered (Name)	THE FIRST NATIONAL BANK OF MARYLAND
1 Cedar Drive	Attn: Linda L. Snell (Name of Loan Officer)
Deale, Maryland 20751 (Address)	14700 Main Street (Address)
	Upper Marlboro, Maryland 20772

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (where or not attached to real property), supplies and other personal property, all contracts, accounts receivable, notes receivable, general intangibles, inventory (including Bouviers) and all other assets of the Borrower.

RECORD FEE 11.00
POSTAGE .50
#12018 C777 R01 T09:40
JUN 18 86

Mailed to Secured Party

CR CLERK

1150

1986 JUN 18 AM 11:36
MARYLAND
ANNE ARUNDEL COUNTY

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)	DEBTOR (OR ASSIGNOR)
Deewall Bouvier Registered (Seal)	(Seal)
Claire McLean (Seal) (Signature)	(Seal) (Signature)
Claire McLean, Owner (Print or Type Name)	(Print or Type Name)

BS-0850A-8406

BOOK 499 PAGE 182

262366

UNIFORM COMMERCIAL CODE
FORM UCC-1 COMB.-O.E.
(REV. 77)

FINANCING STATEMENT

(CHATTEL MORTGAGE)

Cox, Walter T &/or
Cox, Sylvia C
302 King Manor Rd
Davidsonville, MD 21035

1. Debtor(s) (Last Name First) and address(es)

TINKER CREDIT UNION
P. O. BOX 45750
TINKER AIR FORCE BASE, OK 73145

2. Secured Party(ies) and address(es)

CREDIT UNION ACCT. NO. 83,063-6-*1

DATE
June 2, 1986

Anna Arundel Co. Br-04

RECORD FEE 12.00
POSTAGE .50
#12019 C777 R01 T09:41
JUN 18 86

For Filing Officer (Date, Time, Number, and Filing Office)

3. This Security Agreement covers the following types (or items) of property:

1979 Marquis 17' Bow Rider Inboard/Outboard Ser. #MRB21388M79D
1979 120hp Mercury Motor and Trailer -1972 Ser. #5611C8V062

Assignee of Secured Party and Address

Walter T. Cox
Sylvia C. Cox
SIGNATURE OF DEBTOR(S)

TINKER CREDIT UNION
By: Sandra J. Ellis
SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE

FILING OFFICER-ALPHABETICAL

1986 JUN 18 AM 11:36
ANNE ARUNDEL COUNTY
CLERK

C: CLERK

Mailed to Secured Party

BOOK 499 PAGE 183

STATE OF MARYLAND 262307

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

Not subject to recordation tax.

If this statement is to be recorded in land records check here. ☐

This financing statement Dated June 12 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
#12021 C777 R01 T09:46
JUN 18 86

1. DEBTOR

Name Kop-Flex, Inc.

Address 101 Harmans Road, Harmans, MD 21077

2. SECURED PARTY

Name Patriot Bank, National Association

Address 57 Franklin Street

Boston, MA 02110

Person And Address To Whom Statement Is To Be Returned If Different From Above.

C.J. Chapman, Jr. Peabody & Brown One Boston Place, Boston, MA 02108

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types ~~or items~~ of property: ~~(list)~~

whether now owned or hereafter acquired: all machinery, equipment and fixtures and all proceeds thereof, including all property of the foregoing types furnished with cash proceeds.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

1986 JUN 18 AM 11:36
RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
E. AUBREY COLLISON
CLERK

CR CLERK

KOP-FLEX, INC.
(Signature of Debtor)

By [signature]
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

PATRIOT BANK, NATIONAL ASSOCIATION
(Signature of Secured Party)
By its attorneys, PEABODY & BROWN
By [signature]
Type or Print Above Signature on Above Line

Mailed to Secured Party

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

BOOK 499 PAGE 184 262363

RECORD FEE 11.00
RECORD TAX 378.00
POSTAGE .50
#12022 C777 R01 T09:47

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☑ To Be Recorded among the Financing Records at Anne Arundel Co
3. ☐ Not subject to Recordation Tax.
4. ☑ Subject to Recordation Tax on an initial debt in the principal amount of $ 53,750.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County Courthouse $378.00 6/9/86

5. Debtor(s) Name(s): Mid Atlantic Beverage Service, Inc.
Address(es): 1321 Mercedes Drive
Harmons, Maryland 21077

JUN 18 86

6. Secured Party: Maryland National Bank
Address: Department: Legal Documentation Review Unit
Post Office Box 987, Mailstop 022801
Baltimore, Maryland 21203
Attention: Legal Documentation Review Unit

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☒ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____
(to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

1986 JUN 18 AM 11:36
MICHAEL J. COLLISON
CLERK
ANNE ARUNDEL CO.
CR CLERK

Debtor: Mid Atlantic Beverage Service, Inc.
By: David A. Caroll President (Seal)
Type name and title, if any
By: _____ (Seal)
Type name and title, if any

Secured Party: Maryland National Bank
By: [signature] (Seal) V.P.
Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

RETURN TO:
MARYLAND NATIONAL BANK
ATTN: LEGAL DOCUMENTATION
REVIEW UNIT
P.O. BOX 17372
BALTIMORE, MARYLAND 21203

11
378.50

2919363 - 9002

Mailed to Secured Party

BOOK 499 PAGE 185

EXHIBIT A

CERTIFICATION FOR ALLOCATION
OF MARYLAND RECORDATION TAX

Date: May 19, 1986

TO: CLERK

RE: Mid Atlantic Beverage Service, Inc.

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of exempt Collateral $ 300,000.00

2. Value non-exempt Collateral $ 100,000.00

3. Total Value of Collateral $ 400,000.00

4. Computation of Amount of Debt Exempt from Recordation Tax:

Value of Exempt Collateral / Total Collateral	X	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
$ 300,000.00 / $ 400,000.00	X	$ 215,000.00	=	161,250

5. Amount of Non-Exempt Debt: $ 53,750.00

6. Recordation Tax Due on Non-Exempt Debt:

$ 53,750.00 X $7.00 per thousand = $376.25

By: David H. Clement, President

BOOK 499 PAGE 186

262300

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and Address(es)

Carol Dean Jones T/A Jones
Minority Service
752 Stenchcombe Road
Severna Park, Md. 21146

2 Secured Party(ies) and Address(es)

Washington Freightliner,Inc
4100 41st Street
Brentwood, Md. 20722

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE . .50
#12023 C777 R01 T09:49
JUN 18 86

4 This financing statement covers the following types (or items) of property:

1 1986 Freightliner Serial# 1FVXYCY97GH288160
14' R/S Aluminum Dump Body Serial# 86020220

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

5 Assignee(s) of Secured Party and Address(es)

Associates Comm Corp
P.O. Box A
College Park, Md. 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered. ☒ Proceeds of collateral are also covered ☐ Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

CAROL DEAN JONES

By: Carol Dean Jones
Signature(s) of Debtor(s)

WASHINGTON FREIGHTLINER, INC.

By:
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

1986 JUN 18 AM 8:36

Filing Officer Copy — Alphabetical

Mailed to Secured Part

STATE OF FLORIDA

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

DEBTOR (Last Name First if a Person)

NAME

1A Eisener, Richard D.

MAILING ADDRESS

5439 Doral Drive

CITY Wilmington STATE DE 19808

ONLY ONE NAME PER BOX

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)

NAME

1B

MAILING ADDRESS

CITY STATE

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)

NAME

1C

MAILING ADDRESS

* CITY STATE

SECURED PARTY (Last Name First if a Person)

NAME Manufacturers Hanover FInancial

2A Services of Florida, Inc.

MAILING ADDRESS

5201 W Kennedy Blvd. Suite #501

CITY Tampa STATE FL 33609

MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)

NAME

2B

MAILING ADDRESS

CITY STATE

ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

NAME

3

MAILING ADDRESS

CITY STATE

THIS SPACE FOR USE OF FILING OFFICER

Date, Time, Number & Filing Office

BOOK 499 PAGE 187 262370

RECORD FEE 11.00
#12024 C777 R01 T09:49
JUN 18 86

*

AUDIT

UPDATE

VALIDATION INFORMATION

Mailed to Secured Party

1986 JUN 18 AM 11:36

RICHARD D. COLLISON
CLERK
CIRCUIT COURT
ANNE ARUNDEL COUNTY, MD

4. This FINANCING STATEMENT covers the following types or items of property (*include description of real property on which located and owner of record when required*). If more space is required, attach additional sheets 8½" x 11".

* 1984 Del Pardo Grand Soleil 35.76 Official #683234 with a single diesel 1984 Volvo engine #59463 28HP along with extras including but not limited to Compass, VHF, Knot meter, Depth Finder, AM/FM Stereo

5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.

7. No. of additional Sheets presented:

6. Filed with: Anne Arundel county, MD

8. (Check ☐) ☒ All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid

☐ Florida Documentary Stamp Tax is not required.

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check ☐ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected.

☐ as to which the filing has lapsed.

☐ acquired after a change of name, identity, or corporate structure of the ☐ debtor or ☐ secured party.

10. (Check ☐ if so)

☐ Debtor is a transmitting utility

☐ Products of collateral are covered

NAME AND ADDRESS OF PREPARER

11. SIGNATURE(S) OF DEBTOR(S)

Richard D. Eisener

Richard D. Eisener

12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE

Manufacturers Hanover FInancial Services of Florida, Inc.

Sandra J. Johnson

13. Return copy to:

NAME	Manufacturers Hanover
ADDRESS	5201 W Kennedy Blvd. Suite #501
CITY	Tampa
STATE	FL ZIP CODE 33609

(1) FILING OFFICER COPY

STANDARD FORM — FORM UCC-1

Approved by Secretary of State, State of Florida

A. A. Co.

262371

BOOK 499 PAGE 188

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.

2. ☒ To be recorded among the Financing Statement Records.

3. ☒ Not subject to Recordation Tax.

4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of $_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the inital debt has been paid to _____.

RECORD FEE 12.00
POSTAGE .50
#12026 CTT7 R01 T09:51
JUN 18 86

5. Debtor(s) Name(s) — Address(es)

P. C. Clark Enterprises, Inc.
T/A Annapolis Lighting Co.

Forest Plaza Shopping Center
Annapolis, Maryland 21401

Dobbins Center
Columbia, Md. 21045

6. Secured Party — Address

Equitable Bank, National Association
Attention: Shirley Phipps (Type name & title)
Loan Documentation

100 South Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property descibed above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____.

Debtors P.C. Clark Enterprises, Inc.
T/A Annapolis Lighting Co. _____ (Seal) _____ (Seal)

By: Preston C. Clark (Seal) _____ (Seal)
Preston C. Clark, President

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

RECEIVED FOR RECORD
1986 JUN 18 AM 11:37
E. AUBREY COLLISON
CLERK

CR CLERK

12.50

Mailed to Secured Party

STATE OF MARYLAND BOOK 499 PAGE 189

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2623773

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated June 1, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
#12027 C777 R01 T09:52
JUN 18 86

1. DEBTOR

Name Vogl, Dorothy S. & Vogl, Jordan I.

Address 441 West Maple Rd., Linthicum, MD 21090

2. SECURED PARTY

Name Bank of Delaware

Address 3 The Plaza , Dover, DE 19901

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 48 mos.

4. This financing statement covers the following types (or items) of property: (list)

1986 Aqua-Patio AP20/16 Serial # GDY5979CL586
1986 Mercury 45ELPTO Serial # A950438

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 18 AM 11:37
E. AUBREY COLLISON
CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Dorothy S. Vogl
(Signature of Debtor)

Dorothy S. Vogl
Type or Print Above Name on Above Line

Jordan I. Vogl
(Signature of Debtor)

Jordan I. Vogl
Type or Print Above Signature on Above Line

Mailed to Secured Party

BANK OF DELAWARE

X Robert C. Brittingham Consumer Credit Officer
(Signature of Secured Party)

Rober C. Brittingham Consumer Credit Officer
Type or Print Above Signature on Above Line

2623773

BOOK 499 PAGE 190

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 484 (Liber) Page No. 497

Identification No. 256504 Dated 4/26/85

1. Debtor(s) P.C. Clark Enterprises, Inc.
Name or Names—Print or Type
Forest Drive Annapolis, Anne Arundel MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party First National Bank of Maryland
Name or Names—Print or Type
18 WEst Street Annapolis, Anne Arundel MD 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

RECORD FEE 10.00
POSTAGE . .50
#12029 C777 R01 T09:53

4. Check Applicable Statement:

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	**B. Partial Release** ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** XX (Indicate whether amendment, termination, etc.)

TERMINATION

JUN 18 86

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 18 AM 11:37
CLERK
E. AUBREY COLLISON
CLERK

Dated: 4/23/86

FIRST NATIONAL BANK OF MARYLAND
Name of Secured Party

Susan E. Haley
Signature of Secured Party

Susan E. Haley, LOan Officer
Type or Print (Include Title if Company)

FNB 1216 (1-80)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL
BALTIMORE, MARYLAND 21201

Mailed to Secured Party

Anne Arundel County, MD

STATE OF MARYLAND

BOOK 499 PAGE 191

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6-4-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

   Name Autometric, Inc.

   Address 5205 Leesburg Pike, Suite 1308, Falls Church, Va 22041

2. ~~SECURED PARTY~~

   Name Dominion Leasing Corporation

   Address P.O. Drawer 13327, Roanoke, Va 24040

   Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
#12029 CTT R01 T09:54
JUN 18 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Toshiba Perception with DTMF Receiver
1 Attendant Console with Busy Lamp Field
2 Central Office Trunk Card (4circuits per card)
2 Electronic Station Cards (8 circuits per card)
2 Standard Station Cards (8 circuits per card)
14 Ten Button Electronic Telephones
13 Single Line TAP Telephones (12 desk; 1 Wall)
1 Key Servic Unit (13 line capacity) (SCIF)
13 San Bar Line Cards (SCIF)

installation address:

1190 Winterson Road
Suite 470
Lithicum, Md 21090

"Lessee Will Purchase At End End of Lease Contract"

CHECK ☒ THE LINES WHICH ~~APPLY~~

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

LESSEE HEREBY AUTHORIZES LESSOR TO INSERT SERIAL NUMBERS FOR ALL UNITS AS THEY BECOME AVAILABLE.

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Autometric, Inc.

X _____
V-P Fin (Signature of ~~DEBTOR~~ Lessee

X _____
Type or Print Above Name on Above Line

X _____
(Signature of ~~DEBTOR~~ Lessee

X _____
Type or Print Above Signature on Above Line

CR CLERK

Dominion Leasing Corporation

_____
(Signature of ~~Secured Party~~ Lessor

GARY H BOYER
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 18 AM 11:37
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

FINANCING STATEMENT BOOK 499 PAGE 102 262375

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

RECORD FEE 11.00
POSTAGE .50
#12030 C777 R01 T09:55
JUN 18 86

1. LESSEE: Sadler Plumbing & Heating, Inc.
Name or Names

7405 Baltimore & Annapolis Blvd. Glen Burnie, MD 21061
Address - Street No. City County State Zip Code

2. LESSOR LCA LEASING, INC.

P.O. BOX 152 STEVENSON, MARYLAND 21153

3. This Financing Statement covers the following types of property:
(Described - Separate list attached, if necessary).

1 - Northcom #1A3 Electronic Key Telephone System
1 - KSU
4 - #1A3 Phones

This transaction is a true lease and is not intended by the parties as a secured transaction; filing is only intended to make the true lease a matter of public record. The Lessor is the owner of the property including all accessories, attachments, additions and any substitutions of similar equipment, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of the property.

1986 JUN 18 AM 11:37
E. AUBREY COLLISON
CLERK

LESSEE: Sadler Plumbing & Heating, Inc.

Signature of Lessee Title

Type or Print Name of Above

LESSOR:

LCA LEASING, INC.

Signature of Lessor

Jonathan S. Waranch
Type or Print Name of Above

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to:

LCA LEASING, INC.
P.O. BOX 152
STEVENSON, MARYLAND 21153-0152

Mailed to Secured Party

BOOK 499 PAGE 193 262376

☐ TO BE ☑ NOT TO BE } RECORDED IN LAND RECORDS

☐ SUBJECT TO ☑ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF $_____

FINANCING STATEMENT

1. Debtor(s):

FRANK DELORENZO
Name or Names—Print or Type

LAKE SHORE PLAZA | AA | Md | 21122
Address—Street No., | City - County | State | Zip Code

FRANK'S FLYING PIZZA
Name or Names—Print or Type

LAKE SHORE PLAZA | AA | Md | 21122
Address—Street No., | City - County | State | Zip Code

2. Secured Party:

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
Name or Names—Print or Type

7711 QUARTERFIELD RD GLEN BURNIE AA Md 21061
Address—Street No., | City - County | State | Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

ALL EQUIPMENT LOCATED AT "FRANKS FLYING PIZZA"
LAKE SHORE PLAZA MASSETTY BEACH & MOUNTAIN RD.

4. If above described personal property is to be affixed to real property, describe real property.

RECORD FEE 12.00
POSTAGE .50
#12031 C777 R01 T09:56
JUN 18 86

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

CR CLERK

1986 JUN 18 AM 11:37

ANNE ARUNDEL COUNTY

CLERK
NOSIL COLLISON

DEBTOR(S):

x Frank DeLorenzo
(Signature of Debtor)

Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

IRVINGTON FEDERAL SAVINGS & LOAN ASSOC
(Company, if applicable)

William J. Ottey E.V.P.
(Signature of Secured Party)

WILLIAM J. OTTEY
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address_____

Lucas Bros. Form F-1

Mailed to Secured Party

7100029

2623377

BOOK 499 PAGE 194

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

THOMAS KREUZBERG t/a
METRO VIDEO
36 Virginia Ave.
Edgewater, MD 21037

2. Secured Party(ies) and address(es)

TIDEWATER OF PENNSYLVANIA, INC.
1051 County Line Rd.
Suite 101
Huntingdon Valley, PA 19006

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
#12034 C777 R01 T10:11
JUN 18 86

4. This financing statement covers the following types (or items) of property:

(1) Panasonic Source Recorder #NV9240

(1) Alta Group Pixus

THIS IS CONSIDERED A CONDITIONAL SALE, THEREFORE, NO TAX DUE.

5. Assignee(s) of Secured Party and Address(es)

NATIONAL BANK OF BOYERTOWN
P.O. BOX 547
Boyertown, PA 19512

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: (0)

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

THOMAS KREUZBERG t/a METRO VIDEO

By: Thomas Kreuzberg Proprietor
Signature(s) of Debtor(s) Title

TIDEWATER OF PENNSYLVANIA, INC.

By: [illegible] Pres.
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

RECORDED IN THE OFFICE FOR RECORDING OF DEEDS IN AND FOR MONTGOMERY COUNTY
1986 JUN 18 AM 11:37
E. AUBREY COLLISON
CLERK

CR CLERK

Mailed to Secured Party

BOOK 499 PAGE 195 2623773

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)
Stag Trailer Supply of Maryland, Inc.
7270 Park Circle Drive
Dorsey, Maryland 21076

2. Secured Party(ies) Name and Address:
The C&S National Bank
3885 Old Gordon Rd. NW
Atlanta, Georgia 30336

3. (For Filing Officer Only)
File Number: Liber 437 Page 185 #237716
Time: 11:13 a.m.
Date: 5/4/81
Anne Arundel County, MD
Office of Clerk Circuit Court

4. Assignee of Secured Party(ies), if any, Name and Address:

5. If an applicable box is checked below, this financing statement is to be indexed in the real estate records as described in Item 6a:

☐ The crops listed herein are growing or to be grown on the real estate described herein.

☐ The goods listed herein are or are to become fixtures on the real estate described herein.

☐ The minerals or the like listed herein (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on the real estate described herein.

The record owner or lessee of the real estate is _____

6. This Financing Statement covers the following types (or items) of property: (NOTE: If collateral is crops, fixtures, minerals or the like, complete Item 5; proceeds derived from cash proceeds must be specifically described below.)

All equipment, inventory and accounts receivable of the debtor used or useful in the conduct of the debtor's business now or hereafter existing or acquired and all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith.

☒ Check if products of the collateral are also covered.

6a. Describe real estate applicable to Item 5, if any:

RECORD FEE 10.00
POSTAGE. .50
#12035 C777 R01 T10:15
JUN 18 86
RECORD FEE 2.00
#12035 C777 R01 T10:15
JUN 18 86

7. This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral (check where applicable; otherwise Debtor is required to sign and Secured Party is not required to sign)

☐ already subject to a security interest in another jurisdiction when it was brought into this State or when the debtor's location was changed to this State, or

☐ which is proceeds of the original collateral described above in which a security interest was perfected, or

☐ as to which the filing has lapsed, or

☐ acquired after a change of name, identity or corporate structure of debtor.

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

The Citizens and Southern National Bank

Date: 4/22 1986

By: Barbara J. Logan
(Signature of Secured Party or Assignee of Record, Not Valid Until Signed.)

2 Filing Officer Copy — Acknowledgment — Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 18 AM 11:37
E. AUBREY COLLISON
CLERK

CT CLERK

Mailed to Secured Party

BOOK 499 PAGE 196

262379

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

(For Filing Officer Only)
File Number: 201481 Liber 354 Pg 200
Time: 9:23 a.m.
Date: 3-30-76 MD
Anne Arundel County, ~~XXXXXX~~ Office of Circuit
Clerk of ~~XXXXXX~~ Superior Court.

1 Debtor(s) (Last Name First) and address(es)

Stag Trailer Supply of Maryland, Inc.
7249 National Drive
Dorsey, Maryland 21706

2 Secured Party(ies) and address(es)

Citizens & Southern Nat'l Bank
Fulton Industrial Office
3885 Old Gordon Rd., N.W.
Atlanta, Ga. 30336

3 Maturity date (if any):

RECORDING 12.00
POSTAGE .50
#12037 C777 R01 T10:16
JUN 18 86

Assignee of Secured Party (if any):
(Name and address)

Check box and complete where applicable:

☐ Crops are covered. Land described in block 4.

☐ Fixtures are covered. Land described in block 4.

is the record (owner) (lessee) of the land involved.

☒ Proceeds are also covered.

☒ Products are also covered.

No of additional sheets presented:

4. This financing statement covers the following types (or items) of property. All equipment of the debtor of every description used or useful in the conduct of the debtor's business now or hereafter existing or acquired, and all accessories, parts and equipment, affixed thereto or used in connection therewith; All accounts and contract rights of the debtor, whether now or hereafter existing or acquired and all chattel paper and instruments, whether now or hereafter existing or acquired, evidencing any obligation to debtor for payment for goods sold or leased or services rendered (hereafter collectively called "Accounts"); see attachment

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

The Citizens and Southern National Bank

Date: 4/22, 19 86 By: Barbara G. Lazu AVP
(Signature of Secured Party or Assignee of Record. Not Valid Until Signed.)

2 Filing Officer Copy—Acknowledgement—Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement.

Uniform Commercial Code—Form may be ordered from Ivan Allen Company, Box 1712, Atlanta 1, Georgia

Mailed to Secured Party

CR CLERK

RECORDED
CIRCUIT COURT
ANNE ARUNDEL COUNTY
1986 JUN 18 AM 11:37
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 197

262350

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

(For Filing Officer Only)
File Number: 223110 Liber 398 Page 349
Time: 11:19 a.m.
Date: 2/14/79
Anne Arundel County, MD Office of Circuit
Clerk of Superior Court.

1 Debtor(s) (Last Name First) and address(es)

Stag Trailer Supply of Maryland
7270 Park Circle Drive
Dorsey, Maryland 21076

2 Secured Party(ies) and address(es)

The Citizens & Southern National Bank
35 Broad Street
Atlanta, Georgia 30303
(Main Office)

3 Maturity date (if any):

RECORD FEE 12.00
POSTAGE .50
#12038 C777 R01 T10:16
JUN 18 86

Assignee of Secured Party (if any):
(Name and address)

Check box and complete where applicable:

☐ Crops are covered. Land described in block 4.

☐ Fixtures are covered. Land described in block 4.

Is the record (owner) (lessee) of the land involved.

☒ Proceeds are also covered.

☒ Products are also covered.

No of additional sheets presented:

4. This financing statement covers the following types (or items) of property.

All inventory, accounts and contract rights of borrowers, whether now or hereafter existing or acquired; all chattel paper and instruments, whether now or hereafter existing or acquired, evidencing any obligation to borrower for payment for goods sold or leased or services rendered; and all products and proceeds of any of the foregoing.

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

The Citizens and Southern National Bank

Date: 4/22, 19 86 By: [signature]
(Signature of Secured Party or Assignee of Record. Not Valid Until Signed.)

2 Filing Officer Copy—Acknowledgement—Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement.

Uniform Commercial Code—Form may be ordered from Ivan Allen Company, Box 1712, Atlanta 1, Georgia

CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY, MD.
1986 JUN 18 AM 11:37
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

262301

BOOK 499 PAGE 198

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for ANNE ARUNDEL COUNTY, MARYLAND, ~~Virginia~~, for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
POSTAGE .50
#12063 C777 R01 T11:15

1. Name of Debtor — Address

Billy Edward Nicely, Jr.
Kenetta R. Nicely

629 Chapelgate Drive
Odneton, Maryland 21113

2. Name of Secured Party — Address

FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION

13448 Jefferson Davis Highway
Woodbridge, Virginia 22191

JUN 18 86

3. This financing statement covers the following items of property:

Range, REfrigerator, Dishwasher, Clothes Washer, Dryer

4. This financing statement is not subject to a Recordation Tax.

5. This financing statement is intended to evidence among the Financing Records the encumberance of the items listed herein by a Deed of Trust from aforesaid debtors securing the aforesaid secured party, dated JUNE 14, 19 86, and recorded herewith (or prior hereto) among the Land Records of ANNE ARUNDEL CO., ~~Virginia~~ MARYLAND.

Executed this 14th day of june, 19 86

Debtors

Billy Edward Nicely Jr.
Kenneta R Nicely

Secured Party

FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION

By: James H Rogers

After recordation, please return this document to:

First American Savings and Loan Association
P. O. Box 4228
Woodbridge, Virginia 22194-4228

CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 18 AM 11:40
E. AUBREY COLLISON
CLERK

12.50

Mailed to Secured Party

262302

BOOK 499 PAGE 199

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for ANNE ARUNDEL COUNTY, MARYLAND, ~~Virginia~~, for filing pursuant to the Uniform Commercial Code.

1. Name of Debtor
Richard R. Emmart
Mary M. Emmart

Address
1833 Quebec Street
Severn, Maryland 21144

RECORD FEE 12.00
POSTAGE .50
#12065 C777 R01 T11:19

2. Name of Secured Party
FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION

Address
13448 Jefferson Davis Highway
Woodbridge, Virginia 22191

3. This financing statement covers the following items of property:

JUN 18 86

4. This financing statement is not subject to a Recordation Tax.

5. This financing statement is intended to evidence among the Financing Records the encumberance of the items listed herein by a Deed of Trust from aforesaid debtors securing the aforesaid secured party, dated JUNE 16, 1986, and recorded herewith (or prior hereto) among the Land Records of ANNE ARUNDEL CO., ~~Virginia~~ MARYLAND

Executed this 16th day of June, 19 86

Debtors
Richard R Emmart
Mary M. Emmart

Secured Party
FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION
By: Janet L Hagan

After recordation, please return this document to:

First American Savings and Loan Association
P. O. Box 4228
Woodbridge, Virginia 22194-4228

CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 18 AM 11:40
E. ANDREW COLLISON
CLERK

12.50

Mailed to Secured Party

262393

BOOK 499 PAGE 200

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for ~~ANNE ARUNDEL CO.,~~ MARYLAND, ~~Virginia~~, for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
POSTAGE .50
#12047 C777 R01 T11:19

1. Name of Debtor	Address
Timothy M. Mennuti Maryann M. Mennuti	16 Bristol Drive Annapolis, Maryland 21401

2. Name of Secured Party	Address
FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION	13448 Jefferson Davis Highway Woodbridge, Virginia 22191

3. This financing statement covers the following items of property:
Range, Refrigerator, Vent Fan, And Wall to Wall Carpet

JUN 18 86

4. This financing statement is not subject to a Recordation Tax.

5. This financing statement is intended to evidence among the Financing Records the encumberance of the items listed herein by a Deed of Trust from aforesaid debtors securing the aforesaid secured party, dated June 16, 1986, and recorded herewith (or prior hereto) among the Land Records of ANNE ARUNDEL CO., ~~Virginia~~ MARYLAND.

Executed this 16th day of June, 1986

Debtors

Timothy M. Mennuti

Maryann M. Mennuti

Secured Party

FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION

By: Janet H. Regan

After recordation, please return this document to:

First American Savings and Loan Association
P. O. Box 4228
Woodbridge, Virginia 22194-4228

CR CLERK

RECEIVED FOR RECORD ANNE ARUNDEL COUNTY, VIRGINIA
1986 JUN 18 AM 11:40
E. AUDREY COLLISON CLERK

12.50

Mailed to Secured Party

262384

BOOK 499 PAGE 201

FINANCING STATEMENT

RECORD FEE 12.00
POSTAGE .50
#12069 C777 R01 T11:20
JUN 18 86

This Financing Statement is presented to the Clerk of the Circuit Court for ANNE ARUNDEL COUNTY, MARYLAND, ~~Virginia~~ for filing pursuant to the Uniform Commercial Code.

1. Name of Debtor — Address
   David Allen Roberts
   Peggy Roberts
   7906 Stone Hearth Road
   Severn, MAryland 21144

2. Name of Secured Party — Address
   FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION
   13448 Jefferson Davis Highway
   Woodbridge, Virginia 22191

3. This financing statement covers the following items of property:

   Range and Wall to Wall Carpet

4. This financing statement is not subject to a Recordation Tax.

5. This financing statement is intended to evidence among the Financing Records the encumberance of the items listed herein by a Deed of Trust from aforesaid debtors securing the aforesaid secured party, dated JUNE 13, 1986, and recorded herewith (or prior hereto) among the Land Records of ANNE ARUNDEL CO., ~~Virginia~~ MARYLAND.

Executed this 13th day of June, 1986

Debtors

David Allen Roberts

Peggy G. Roberts

Secured Party

FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION

By: Janet L. Pagan

After recordation, please return this document to:

First American Savings and Loan Association
P. O. Box 4228
Woodbridge, Virginia 22194-4228

CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 18 AM 11:40
E. AUBREY COLLISON
CLERK

$20.50

Mailed to Secured Party

BOOK 499 PAGE 202

262385

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____

2xx☒ To Be Recorded among the Financing Statement Records at Anne Arundel County

3xx☐ Not subject to Recordation Tax.

4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of $_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s)
MultiMarine Services, Inc.

Address(es)
4700 Belle Grove Road,Unit 4
Baltimore, Maryland 21225

RECORD FEE 11.00
POSTAGE .50
CK#923 CODE R02 11:38
JUN 18 86

6. Secured Party
Maryland National Bank
Attention: V. Johnson

Address
Church Circle
Annapolis, Maryland 21401

(Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

xx☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

MultiMarine Services, Inc.

_____ (Seal)
Dennis Murphy

_____ (Seal)
Joseph Smith

_____ (Seal)

Secured Party
Maryland National Bank

_____ (Seal)

M. Faye Hughes Sr. Br. Officer
Type name and title

207-95 REV 7/85

MARYLAND NATIONAL BANK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 18 AM 11:48
E. AUBREY COLLISON
CLERK

CR CLERK

Mailed to Secured Party

11.00

BOOK 499 PAGE 203

262306

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____

2. ☒ To Be Recorded among the Financing Statement Records at Anne Arundel County

3. ☒ Not subject to Recordation Tax.

4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of $_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s)
Paceway Corp., Inc.

Address(es)
33 Hudson Street
Annapolis, Maryland 21401

RECORD FEE 11.00
POSTAGE .50
CLERK'S CHARGE
JUN 18 '86

6. Secured Party
Maryland National Bank
Attention: Maureen Konschnik

Address
P. O. Box 871
Annapolis, Maryland 21404

(Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Paceway Corp., Inc.

J. Kent McNew (Seal)
J. Kent McNew, President

_____ (Seal)

_____ (Seal)

Secured Party
Maryland National Bank

Maureen J. Konschnik (Seal)

Maureen T. Konschnik, Asst. Vice President
Type name and title

207-95 REV. 7/85

MARYLAND NATIONAL BANK

CR CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 18 AM 11:48
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11/8 R

SCHEDULE A

Three (3) Model 333 A-E (MMD) Dispensers
Six(6) High fixed hoses
Built in Trash Receptacle
Standard Red White & Blue doors
I.D. - Super Unleaded - Unleaded - Regular

Eighteen (18) Husky 1-A3-Automatic Nozzles w/ splash guard, lever cover and nozzle cover

Eighteen (18) Husky Safe-T-Break

(3) Storage Tanks 8000 gal. Bacfhide

(1) Storage Tank 6000 gal.

(1) Storage Tank 2000 gal.

(2) R164-1 Single Suction Pumps - Lighted Hoses, Nozzles S/N CR3414 & CR3390

(3) R261-1 Dual single product lighted suction pump with preset modification hose, nozzle and white panals-S/N's BR3137; BR3282 & BR3283.

(1) Dual-Single ProductionOHoses-Nozzles

(4) Pipe Guards (plus freight)

(4) 12" Manholes

(4) 4" locking caps & adapters

(3) 4" x 10' drop tupes w/adapters

(3) Vapor Recovery cap

(1) 8" Manhole

(4) 1½" angle check valves

(1) 3" x 3" locking cap w/adapter

BOOK 499 PAGE 205

COPY FOR FILING

FINANCING STATEMENT

262387

☒ Not Subject to Recordation Tax

~~☐ Subject to Recordation Tax, Principal Amount is $~~

~~☐ To Be Recorded in Land Records (For Fixtures Only).~~

NAME	ADDRESS			
1. Debtors(s)	No. Street	City		State
Jeffrey Kormann	245 West Street	Annapolis, MD	21400	

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-100 located at 245 West St. (Anne Arundel County)

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-100

1986 JUN 18 PM 12:45

CHECK ☒ THE LINES WHICH APPLY

4. ~~☐ (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:~~

~~☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:~~

~~Title Owner of Real Estate:~~

5. ☒ (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

~~☐ (If products of collateral are claimed) Products of the collateral are also covered.~~

6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party:

CROWN CENTRAL PETROLEUM CORPORATION

By: J.G. Yawman

Type Name J.G. Yawman

Title Assistant Secretary

Debtor(s)

By: Jeffrey Kormann

Jeffrey H. Kormann

Type or Print Name and Title of Each Signature

RECORD FEE 11.00
POSTAGE .50
#12084 COLE R01 T12:43
JUN 18 86

Mailed to Secured Party

#192588

BOOK 499 PAGE 206

262383

FS RECORDS

Not to be recorded in Land Records

NOT Subject to Recordation Tax: Principal Amount is $280,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: June 11, 1986

FINANCING STATEMENT

1. Debtor:
LEONARD S. HOMA
MARY O. HOMA

Address:
c/o SPRINGLAKE BUILDERS, INC.
P.O. Box 6462
Annapolis, Maryland 21401

2. Secured Party:
FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

Address:
9151 Baltimore National Pike
Ellicott City, Maryland 21043

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

14.00
.50

CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 18 PM 1:23
AUBREY COLLISON
CLERK

Mailed to Secured Party

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and DONALD L. MISKELLY, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

Leonard S. Homa

LEONARD S. HOMA

By Mary O. Homa

MARY O. HOMA

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By Charles C. Hole

Executive Vice-President

GFS532.110M1

MONUMENTAL TITLE CORPORATION
MONUMENTAL TITLE BUILDING
SEVERNA PARK, MARYLAND 21146

Mailed to Secured Party

SCHEDULE A

All that lot of ground in Anne Arundel County, Maryland, being known and designated as Lot 1A as shown on a plat entitled "Lot - Line Revision O'Donoghue Property Edgewater Beach", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 98, folio 47.

262309

BOOK 499 PAGE 209

M# 30215

FINANCING STATEMENT

File No. _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR	SECURED PARTY
David C. Stockett 1154 W. Central Avenue Davidsonville, MD 21035	ALBAN TRACTOR CO. INC. 8531 Pulaski Highway Baltimore County, Maryland 21237
County:- Anne Arundel	

RECORD FEE 11.00
POSTAGE .50
#12132 C777 R01 T14:26
JUN 18 86

ASSIGNEE OF SECURED PARTY:

Associates Commercial Corporation, 8002 Discovery Drive, #420, Richmond, VA 23288

This financing statement covers the following items of personal property:

		MANUFACTURER	MODEL	TYPE	SERIAL NO.
1	New	Caterpillar	980C	Wheel Loader	63X06643

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.

This transaction is exempt from the Recordation Tax.

Date: _____ Proceeds of Collateral are covered.

DEBTOR	SECURED PARTY
David C. Stockett	ALBAN TRACTOR CO., INC.
By: David C. Stockett	By: Mark N. Welsh
David C. Stockett, Owner (Type Name and Title)	Mark N. Welsh, Asst. Sec. (Type Name and Title)

Return to: ~~ALBAN TRACTOR CO., INC., P. O. BOX 5595, BALTIMORE, MD 21209~~
Associates Commercial Corporation, P. O. Box K-224, Richmond, VA 23288

FS 10M 1/76

11.50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 18 PM 4:24
E. AUBREY COLLISON
CLERK

CR CLERK

Mailed to Secured Party

BOOK 499 PAGE 210

262390

SOVRAN BANK N.A.

FINANCING STATEMENT

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER _____

☐ STATE CORPORATION COMMISSION
UCC Div., Box 1197, Richmond, Va. 23209

X ☐ LOCAL (CLERK OF Annarundel County, MD)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORD FEE 11.00
POSTAGE .50
#12133 C777 R01 T14:26
JUN 18 86

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Marble Systems, Inc.
Inner Harbor Warehouse
808 Barkwood Court
Linthicum, MD 21090

Check the box indicating the kind of statement. Check only one box.

(X) ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.

( ) CONTINUATION-ORIGINAL STILL EFFECTIVE

( ) AMENDMENT

( ) ASSIGNMENT

( ) PARTIAL RELEASE OR COLLATERAL

( ) TERMINATION

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 18 PM 4:24
E. AUBREY COLLISON
CLERK

Name & address of Secured Party

Sovran Bank, N.A.
International Div.
3401 Columbia Pike
Arlington, Virginia 22204

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered
Products of collateral are covered

Description of collateral covered by original financing statement

See Attached Schedule
Not subject to recordation tax - Financing Statement supports purchase money security agreement.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Mailed to Secured Party

Signature of Debtor if applicable (Date)
MARBLE SYSTEMS, INC.

Signature of Secured Party if applicable (Date)
SOVRAN BANK, N.A.
W. Lyle Dorce III

N 12-109 (1/84)
R 24-0113 (1/84)

White-Original • Canary-Acknowledgement Copy • Pink-Bank Copy

11-50

Schedule A

Each and every account, receivable, contract right, lease, chattel paper, and other rights of the Debtor to the payment of money, of every nature, type and description, whether now owing to the Debtor or hereafter arising, and all monies and other proceeds (cash or non-cash), including returned goods now or hereafter to grow due thereon, whether now owned or hereafter acquired.

All of the Debtor's goods held for lease or sale or being processed for lease or sale, all raw materials, work in process, finished goods, packaging materials, and all other materials and supplies used or consumed in the Debtor's business, and all other inventory, whether now owned or hereafter acquired, of every nature, type and description.

All patents, trademarks, service marks, trade secrets, copyrights and exclusive licenses (including all pending patents, trademarks, service marks and copyrights and all applications, materials, documents and other matter relating thereto), all inventions, and all manufacturing, engineering and production plans, drawings, specifications, processes and systems, all trade names, computer programs, data bases, systems and software, goodwill, choses-in-action, and all other general intangibles of every nature, type and description, whether now owned or hereafter acquired by the Debtor.

All machinery, equipment, tools, furniture, all other tangible personal property of the Debtor of every nature, type and description (excluding "household goods" not in the Bank's possession, as that term is defined at 12.C.F.R. § 227.12, as it may be amended from time to time, if the indebtedness is for personal, family or household purposes), and all fixtures, together with all additions and accessions thereto and all replacement parts and substitutions therefor, and all similar property now owned or hereafter acquired by the Debtor.

Mailed to Secured Party

BOOK 499 PAGE 212

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249926

RECORDED IN LIBER 468 FOLIO 92 ON Nov. 22 '83 (DATE)

1. DEBTOR

Name Proctor, Robert William

Address 1759 Lerch Farm Ct., Davidsonville, MD

2. SECURED PARTY

Name JOhn Deere Company

Address PO Box 4949, Syracuse, NY 13221

RECORD FEE 10.00
POSTAGE .50
#12134 C777 R01 T14:30

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

JUN 18 86

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Termination

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 18 PM 4:24
E. AUBREY COLLISON
CLERK

CR CLERK

Mailed to Secured Party

Dated 11 June 1986

(Signature of Secured Party)

A.J. KIRSCH, DIV. MGR.

Type or Print Above Name on Above Line

PRINTED BY JULIUS BLUMBERG, INC.

BOOK 499 PAGE 213 262391

FINANCING STATEMENT

[XX] Not subject to recordation tax
[ ] Subject to recordation tax on principal amount of $ _____

1. Name of Debtor(s) (or Assignor): TOWNE ART CORPORATION
   Address: 117 Main Street
   Annapolis, Maryland 21401

For Filing Officer
(Date, Time, File Number)

2. Name of Secured Party (or Assignee): MADISON NATIONAL BANK
   Address: 1730 M STREET, N.W.
   WASHINGTON, D. C. 20036

3. This Financing Statement covers the following types (or items) of property:

   See Exhibit A attached hereto

RECORD FEE 11.00
POSTAGE .50
#12135 C777 R01 T14:31
JUN 18 86

4. Maturity date (if any):

5. Check the statements which apply, if any, and supply the information indicated:

[ ] (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

[XX] Proceeds of the collateral are also covered.

[XX] Products of the collateral are also covered.

Debtor(s) (or Assignor):

TOWNE ART CORPORATION

By: Cynthia E. McBride
Cynthia E. McBride
President

Secured Party (or Assignee):

MADISON NATIONAL BANK

By: Carl V. Bank
Carl V. Bank
Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Filed with _____

FILING OFFICER COPY

DO NOT TYPE BELOW THIS LINE

CR CLERK

1986 JUN 18 PM 4:24
E. AUBREY COLLISON
CLERK

00025-001

EXHIBIT "A"

COLLATERAL SCHEDULE TO FINANCING STATEMENT, SECURITY AGREEMENT AND NOTE DATED JUNE 13, 1986 BETWEEN MADISON NATIONAL BANK AS SECURED PARTY AND TOWNE ART CORPORATION COMPANY AS DEBTOR.

All rights of payment of money now owed or hereafter owed to debtor (borrower) (customer), earned by performance including, but not limited to accounts, contract rights, chattel paper, instruments, and general intangibles, all of which are hereafter called "receivables".

All equipment and machinery, including power-driven machinery and equipment, furniture and fixtures now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories parts and tools belonging thereto or for use in connection therewith, and all proceeds thereof, including insurance proceeds.

All of Debtor's present and future inventory, including goods, wares, merchandise and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale of lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

Mailed to Secured Party

ANNE ARUNDEL COUNTY

BOOK 499 PAGE 215

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-6

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257607

RECORDED IN LIBER 487 **FOLIO** 337 **ON** 7-29-85 **(DATE)**

1. DEBTOR

Name A.J. Miller's Appliance, Inc.

Address 2111-C Baldwin Avenue Crofton, Maryland 21114

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION

Address 1900 SULPHER SPRING ROAD

BALTIMORE MARYLAND 21227

RECORD FEE 10.00
POSTAGE .50
#12138 C777 R01 T14:34
JUN 18 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

(CHECK ☒ FORM OF STATEMENT)

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: AMENDMENT XXXXXXXX ☒
(Indicate whether amendment, termination, etc.)

PLEASE AMEND DEBTOR'S ADDRESS TO READ:

1151 Rt. 3 North
Crofton Station Shopping Center
Gambrills, Maryland 21054

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 18 PM 4:24
MARGARET ROSE COLLISON
CLERK
CR

10.50

Mailed to Secured Party

Dated JULY 13, 1986

X W.E. Haughey

W.E. HAUGHEY, SR. VICE PRESIDENT

(Signature of Secured Party)

D.R. WILLIAMS, Credit and Collections Mgr

Type or Print Above Name in Block Letters

BOOK 499 PAGE 216

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION AND IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

262392

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
   Address: Arundel Center, Calvert & Northwest Streets
   Annapolis, Maryland 21401
   Attention: Director of Administration

RECORD FEE 17.00
POSTAGE .50
#12143 C777 R01 T14:38
JUN 18 86

2. Secured Party: EQUITABLE BANK, N.A.
   Address: 100 S. Charles Street
   Baltimore, Maryland 21201

3. This Financing Statement covers the assignment by the Debtor to the Secured Party of the property listed in Exhibit A hereto.

4. Proceeds and products of the collateral described in paragraph 3 above are covered by the Financing Statement.

CLERK
1986 JUN 18 PM 4:24
E. AUBREY COLLISON
CLERK

The Debtor has made the assignment of the above mentioned collateral pursuant to Resolution No. 1-86 of the County Council of Anne Arundel County, Maryland, adopted by the County Council on February 3, 1986, approved by the County Executive on February 5, 1986, and extended by Executive Order on May 5, 1986 to secure payment of the principal of, and interest on, the Debtor's $369,000 Anne Arundel County, Maryland Economic Development Revenue Bond (Ric-Lee Corporation Project), issued on June 5, 1986 (the "Closing Date"), which bond does not constitute an indebtedness or charge against the general credit and taxing powers of the Debtor, and does not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By: Walter Chitwood
Walter Chitwood,
County Controller

Secured Party:

EQUITABLE BANK, N.A.

By: Margaret Anderson
Margaret Anderson,
Assistant Vice President

Mr. Clerk:

Return to:
Paul A. Serini, Esquire
Venable, Baetjer & Howard
1800 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21202

17-50

RECORDED BY:
STUART R. ROMBRO, ESQUIRE
Wartzman, Rombro, Omansky, Blibaum & Simons, P.A.
341 North Calvert Street
Baltimore, Maryland 21202

(301) 685-0111

33887

5781I

EXHIBIT A

(a) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, the Loan and Security Agreement dated as of the Closing Date between the Debtor and Richard Tice, a Maryland resident (the "Borrower"), together with any and all modifications, alterations, amendments and supplements thereto (the "Loan Agreement"), including without limitation any and all security referred to therein, excepting, however, any rights of the Debtor or its officers or employees to payment by the Borrower or any other person on the Borrower's behalf with respect to certain expenses and indemnification under the Loan Agreement, the Deed of Trust (hereinafter defined) and any other Loan Document (as defined in the Loan Agreement) and all enforcement remedies with respect thereto.

(b) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, the Note dated the Closing Date evidencing the loan made pursuant to the Loan Agreement (the "Note"), that certain Assignment of Lease by the Borrower dated as of the Closing Date further securing the payment of the Note and the obligations under the Loan Agreement, that certain Individual Guaranty Agreement by Lee Tice and that certain Corporate Guaranty Agreement by Ric-Lee Corporation, each dated as of the Closing Date further securing the payment of the Note and the obligations under the Loan Agreement, and the Deed of Trust and Security Agreement (hereinafter defined), and such other documents, including (without limitation) mortgages, deeds of trust, guaranties, and security agreements securing or relating to the Loan or the bonds, and all other revenues of the Debtor attributable to the financing of a certain facility located at 224 Eighth Avenue in Glen Burnie, Anne Arundel County, Maryland (the "Facility"), including (without limitation) any moneys realized from the sale of any security for the loan evidenced and secured by the Loan Agreement; excluding, however, any rights of the Debtor or its officers or employees to payment by the Borrower or any other person on the Borrower's behalf with respect to certain expenses and indemnification under the Loan Agreement, the Deed of Trust and any other Loan Document and all enforcement remedies with respect thereto.

(c) All of the Debtor's right, title and interest in and to and remedies under the Deed of Trust and Security Agreement dated as of the Closing Date by the Borrower, covering certain property located in Anne Arundel County, Maryland described in Exhibit B hereto, which Deed of Trust and Security Agreement is recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland, together with any and all modifications, alterations, amendments and supplements thereto.

(d) All of the Debtor's right, title and interest in all moneys on deposit in any escrow account established pursuant to the Deed of Trust and Security Agreement.

(e) All right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned or

transferred, as or for additional security for the loan evidenced and secured by the Loan Agreement, by the Debtor or by anyone on its behalf or with its written consent, to the Secured Party, which is hereby authorized to receive any and all such property at any and all times to hold and apply the same subject to the terms of the Loan Agreement and any other documents executed in connection therewith.

BOOK 499 PAGE 240

Exhibit B

DESCRIPTION OF REAL PROPERTY

Those parcels of land situate in Anne Arundel County, Maryland BEING KNOWN AND DESIGNATED as Lot No. 1, as shown on the Plat entitled "Lot 1, FERNDALE BUSINESS CENTER", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book E.A.C. No. 93 folio 12 (Plat No. 4837, formerly recorded in W.G.L. No. 68 folio 47, Plat No. 3622).
CONTAINING 2.00 acres, more or less.
The improvements thereon being known as No. 224 8th Avenue.

BEING the same lot of ground described in a Deed dated August 26th, 1984 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3781 folio 742, from Cromwell Farms, Inc. to Richard Alan Tice and Lee Tice, his wife.

Mailed to Secured Party

BOOK 499 PAGE 220

262393

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	No. of Additional Sheets Presented	
(1) Debtor(s) (Last Name First) and Address(es): 1691 Limited Partnership, P.O. Box 3032, Crofton, Maryland 21114	(2) Secured Party(ies) (Name(s) And Address(es): State National Bank of Maryland, Route #3, P.O. Box 300, Millersville, Maryland 21108	RECORD FEE 11.00 #12148 C777 R01 T14:56 JUN 18 86
(3) (a) ☐ Collateral is or includes fixtures. (b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

(15) E-Z-GO Golf Carts, Serial #'s: 274957, 274955, 274943, 274968, 274954, 274956, 274942, 275027, 275028, 275026, 275029, 275030, 275024, 275052, 275063

NO RECORDATION TAX
CONDITIONAL SALE

☐ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

1691 Limited Partnership

(By) _____

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy — Numerical

Secured Party(ies) [or Assignees]

State National Bank of Maryland

(By) _____

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 18 PM 4:25
E. AUBREY COLLISON
CLERK

CR CLERK

Mailed to Secured Party

BOOK 499 PAGE 221
262394

FINANCING STATEMENT

Debtor or Assignor Form

☐ To be Recorded in Land Records (For Fixtures Only).

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 8,000.00

Name of Debtor

Troy J. Jones

Address

29 Ridge Road
Edgewater Md. 21037

Secured Party

Farmers National Bank of Md.

Address

5 Church Circle
Annapolis Md. 21404

RECORD FEE 11.00
RECORD TAX 56.00
TOTAL 67.00
#12171 C777 R01 T15:46
JUN 18 86

Assignee

FARMERS NATIONAL BANK OF MARYLAND – 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

*Sony DXC-M3AK Broadcast Camera (three tube)
includes: Canon 15x1 Zoom lens
Battery adapter
Tripod adapter
1.5" viewfinder
Carry Case
VTR Cable

*Sony VO 6800 3/4" portable recorder
includes: Battery Charger (BC-1WA)
(4) NP-1 batteries
AC adapter
Portabrace c-6800 VTR Case

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. ☐ Proceeds ☐ Products } of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Troy J. Jones
Troy J. Jones

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY Susan Smith
Susan F. Smith
Farmers National Bank of Md.

Type or print names under signatures

1986 JUN 18 PM 4:25
E. AUBREY COLLISON
CLERK
CR CLERK

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11.00
56.00

Mailed to Secured Party

BOOK 499 PAGE 222

262395

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 17,000.00

☐ To be Recorded in Land Records (For Fixtures Only).

Name of Debtor	Address
Boonsong Meesiri Charungchit Meesiri	1841 Snively Court Annapolis, Maryland 21401

Secured Party	Address

RECORD FEE 12.00
RECORD TAX 119.00
POSTAGE .50
#0072 C777 R01 T15:46
JUN 18 86

~~Assignee~~

FARMERS NATIONAL BANK OF MARYLAND – 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All accounts, accounts receivables, inventory, equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts, accounts receivables, inventory and equipment.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. ☐ Proceeds ☐ Products } of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

1986 JUN 18 PM 4:25
AUDREY J. COLLISON
CLERK
CIRCUIT COURT
ANNE ARUNDEL COUNTY
RECORDED

Debtor (or Assignor)

Boonsong Meesiri
Boonsong Meesiri

Charungchit Meesiri
Charungchit Meesiri

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY John R. Ludwig, Branch Manager

CR CLERK

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

12
119.50

Mailed to Secured Party

BOOK 499 PAGE 223

262336

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 17,700.00

☐ To be Recorded in Land Records (For Fixtures Only).

Name of Debtor	Address
R.Lumber Center, Inc.	645 Mayo Road Edgewater, Maryland 21037

Secured Party	Address
Farmers National Bank of Maryland	5 Church Circle Annapolis, Maryland 21401

Assignee

FARMERS NATIONAL BANK OF MARYLAND – 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1	D35TLA5G00K	Mostar	9	B18	Speakers
1	B665	Power Supply	4	B346	Subfleets
1	TDF6311	Antenna	1	SMR	Hook-up
1	DSFSJ150-50	Ty			
1	D541SW	Connector			
1	D541SP	Connector			
9	D45TLA5G00K	Mostars			

RECORD FEE 11.00
RECORD TAX 126.00
POSTAGE .50
#12173 C777 R01 T15:47
JUN 18 86

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. ☐ Proceeds ☐ Products } of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

R Lumber Center, Inc.

Donald S. Ploss

Donald S. Ploss

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY B S Mann

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11 — 126 — 50

CR CLERK

RECORDED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 18 PM 4:25
E AUBREY COLLISON
CLERK

Mailed to Secured Party

BC-4727

4090.882

BOOK 499 PAGE 221

ATLANTIC TITLE COMPANY
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

262397

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es)	2. SECURED PARTY and Address
Alfred J. Taylor, Inc. 8205 Ritchie Highway Pasadena, Maryland 21122	UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Owen A. McGlynn, Jr. Vice President ~~Return to Secured Party~~

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

[x] A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, subsitutions and replacements), used in or related to the conduct of ~~repairing, rebuilding and*~~ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

*installing automobile transmissions

RECORD FEE 11.00
RECORD TAX 1007.50
POSTAGE .50
#12127 C777 R01 T14:14
JUN 18 86

[x] B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

[x] C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

[ ] D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

RECORD FEE 11.00
POSTAGE .50
#12125 C777 R01 T14:18

[x] E. Other.

All of Debtor's furniture and fixtures now owned or hereafter acquired.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: $191,100.00 of which $8,200.00 shall be used to purchase inventory which is exempt from recordation tax.

DEBTOR:

ALFRED J. TAYLOR, INC.
(Type Name)

By: Alfred J. Taylor, President

By: _____

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

By: _____

Owen A. McGlynn, Jr., Vice President
(Type Name)

April 18 1986
(Date Signed by Debtor)

JUN 18 86

1986 JUN 18 PM 4:28
CLERK OF CIRCUIT COURT ANNE ARUNDEL COUNTY
E. AUBREY COLLISON
CLERK

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., ~~Va., D.C., Pa.~~

AFTER RECORDATION PLEASE RETURN TO: BRUCE F. TAUB, ESQ., SHAPIRO & OLANDER, 36 S. CHARLES STREET, SUITE 2000, BALTIMORE, MARYLAND 21201.

TO BE RECORDED IN THE LAND RECORDS AND FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND AND THE FINANCING RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

RECORDATION STAMPS IN THE AMOUNT OF $1,006.50 HAVE BEEN PAID IN ANNE ARUNDEL COUNTY, MARYLAND.

PLEASE RETURN TO: Colleen Ferg, Legal Asst., Shapiro and Olander, P.A.
36 S. Charles St. Balto. MD 21201

012-1671-0986-1

Mailed to Secured Party

BOOK 499 PAGE 226 16615

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland | TOTAL NUMBER OF SHEETS 3

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

EECO Incorporated +
EECO Computer, Inc.
1601 E. Chestnut Ave.
Santa Ana, CA 92702

DEBTOR:

Stunda, Steven
DBA Annapolis Hotel, Quality , Royale
136 West Street
Annapolis, MD 21401

(1)-- PMS/GT/50-D ECI Guest Trak Property Management Computor Systems

Mailed to Secured Party

Stunda, Steven

DEBTOR

EECO Incorporated +
EECO Computer, Inc.

SECURED PARTY

2

SHEET No.

Steven Stunda
Filing Officer Copy

BOOK 499 PAGE 226

16615

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland | TOTAL NUMBER OF SHEETS 3

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

EECO Incorporated +
EECO Computer, Inc.
1601 E. Chestnut Ave.
Santa Ana, CA 92702

DEBTOR:

Stunda, Steven
DBA Annapolis Hotel, Quality , Royale
136 West Street
Annapolis, MD 21401

(1)-- PMS/GT/50-D ECI Guest Trak Property Management Computor Systems

RECEIVED NOV 1 0 1986

Mailed to Secured Party

Stunda, Steven

EECO Incorporated +
EECO Computer, Inc.

2

DEBTOR

SECURED PARTY

SHEET No.

Steven Stunda
Filing Officer Copy

STATE OF MARYLAND BOOK 499 PAGE 227

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256569

RECORDED IN LIBER 485 Page 71 FOLIO 88533 ON April 30, 1985 (DATE)

1. DEBTOR

Name Sterin & Associates, Inc.

Address 1623 Forest Drive, Ste. 302; Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50

2. SECURED PARTY

Name The Equipment Leasing Company

#12219 C777 R01 T09:36

Address Ruxton Towers, Box 307

Riderwood, MD 21139
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

JUN 19 86

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment XX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: ☐ (Indicate whether amendment, termination, etc.)

1 (One JVC ESP-7A 34" Editing System S/N 16912357, 15911537,750930182
1 (One) Panasonic CT-1010 M 10" color monitor S/N KAN510749
3 (Three) Panasonic TR 930 9" B & W Moniters S/N's KD4631735, KD4631755 KD4631654

1 (One) Winsted 98008 Reck Cabinet
4 Four) Winsted 98247 Rack Panel
1 (One) Comprehensive MMV-7 Audio Mixer
1 (One) Trumpeter Patch Panel
1 (One) Patch Panel Cabelling

ASSIGNEE:
TRANS-AMERICAN LEASING CORPORATION
THE STEFFEY BLDG., STE. 200-B
407 CRAIN HIGHWAY
GLEN BURNIE, MD 21061

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 19 AM 9:12
E. AUBREY COLLISON
CLERK

CR CLERK

Dated x 6/13/86

THE EQUIPMENT LEASING COMPANY
x Linda Kaufman
(Signature of Secured Party)
LINDA KAUFMAN
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

STATE OF MARYLAND BOOK 499 PAGE 228

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252593
RECORDED IN LIBER Book 474 FOLIO Page 500 ON July 17, 1984 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway; Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association

Address 4102-08 Frederick Avenue
Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00
POSTAGE .50
#12220 C777 R01 T08:36
JUN 19 86

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. **Continuation** ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. **Partial Release** ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. **Assignment** ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. **Other:** ☐ (Indicate whether amendment, termination, etc.) TERMINATION

1 (One) Standard Keyboard S/N 2724
1 (One) DS-180 Printer S/N 13144

1986 JUN 19 AM 9:12
E. AUBREY COLLISON
CLERK

RECORD
CR
CLERK

Dated June 13, 1986

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
William J. Atty C.U.P.
(Signature of Secured Party)
WILLIAM J. STTEY, E.U.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1ST AMERICAN
FIRST AMERICAN BANK, N.A., WASHINGTON

BOOK 499 PAGE 229

262399

UNIFORM COMMERCIAL CODE – FINANCING STATEMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1/28/90

Maturity date (if any):

1. Debtor(s) Name (Last Name First)

TKB, Inc.

T/A American Speedy Printing Co.

2. Debtor(s) Complete Address(es)

1528 Crofton Parkway
Crofton, Maryland 21114

229 E.Main Street
Salisbury, Maryland 21801

3. & 4. Secured Party(ies) and Complete Address(es)

5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)

7. This financing statement covers the following types (or items) of property: (Describe)

1 Model /Serial No 6814 Comp/Edit Terminal
1 Model /Serial No 6810 Digital Slave Typesetter
1 Model/ Serial No.20-8448-0 70 Pica Line Length Option
1 Model/ Serial No.20-8500-0 Typesetter Driver
1 Model/ Serial No.20-7091-0 AIS
1 Model/ Serial No. 766 D Stabilization Process 12"sh.

25 Digital Typestyles

4 ITC Royalty Charges

RECORD FEE 12.00
POSTAGE .50
#12226 C777 R01 T08:41
JUN 19 86

D 50

RECORDED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 19 AM 9:12
CR CLERK

8a.(X)Proceeds are also covered. 8b. ( )Products of collateral are also covered.

No. of additional sheets presented. ( )

Filed with Circuit Court Clerk of Anne Arundel County County; Other

9. Transaction is ( ), is not ( ), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is $_____.

10. This statement is to be returned after recordation to:

First American Bank, N.A.
1300 Connecticut Ave. N.W.
Washington, D.C. 20036

TKB Inc.

Signature(s) of Debtor(s)

by Thomas R Robbins, President

Signature(s) of Secured Party(ies) or Assignee(s)

First American Bank, N.A., Washington, D.C.

by Richmond H Dugger, By Bowie

Richmond H. Dugger, III
Vice President
Branch Manager
1300 Conn. Ave. N.W.
Washington, D.C. 20036

FORM 1585 (3/80) Rev.

Mailed to Secured Party

BOOK 499 PAGE 230

262100

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Lillard, Charlotte
6381 Euclid Ave.
Elkridge, Md 21227

2. Secured Party(ies) and address(es)

U.S. ENERGY CONSERVATION CORP.
6911 RICHMOND HIGHWAY, #490
ALEXANDRIA, VIRGINIA 22306

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#12230 C777 R01 T08:46
JUN 19 86

4. This financing statement covers the following types (or items) of property:

4 Replacement Windows

CONDITIONAL SALES CONTRACT
TAX EXEMPT

5. Assignee(s) of Secured Party and Address(es)

BARCLAYS AMERICAN/FIN.
424 MAPLE AVENUE, EAST
VIENNA, VIRGINIA 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)
- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected:

Check [X] if covered [ ] Proceeds of Collateral are also covered [ ] Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

USE CC

By: X Charlotte H. Lillard
Signature(s) of Debtor(s)

By: J. Poebringer
Signature(s) of Secured Party(ies)

CHARLOTTE H LILLARD

J. POEBRINER

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

1986 JUN 19 AM 9:12
RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
E. AUBREY COLLISON
CLERK

CR
CLERK

Filed to Secured Party

BOOK 489 PAGE 231

262401

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Eugene & Bessie Dacus
1900 Annawon Ct
Hanover MD 21096

2. Secured Party(ies) and address(es)
Congressional Const Corp
7630 Little River Tnpk
Annandale Va 22003

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE 1
#12231 C777 R01 T08:46
JUN 19 86

4. This financing statement covers the following types (or items) of property.

8X16 Craftmaster Deck

CONDITIONAL SALES CONTRACT
TAX EXEMPT

5. Assignee(s) of Secured Party and Address(es)
Barcleys American Financial
424-426 Maple ave
East Vienna 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check [X] if covered ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: ANNE ARUNDLE

X Eugene H. Dacus
EUGENE H DACUS
By X Bessie M. Dacus
Signature(s) of Debtor(s)
BESSIE M DACUS

Congressional Construction Corp.
By: John B Nunez Pres
Signature(s) of Secured Party(ies)
JOHN NUNEZ

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

Whse Cont 11179008

1986 JUN 19 AM 9:12
AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
FAIRFAX COUNTY

CR CLERK

Mailed to Secured Party

SOVRAN BANK

BOOK 499 PAGE 232

262403

Financing Statement

COPY FOR FILING

☐ Not Subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 25,000.00
☐ To Be Recorded in Land Records of _____

Record in:

☐ SDAT
☐ Montgomery County
☐ Prince George's County
☐ Other _____

	NAME	Street	ADDRESS City	State
1.	Debtor(s)			
	The Pendragon Gallery, A Maryland General Partnership			
	155 Main St., Annapolis, Md. 21401			

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

RECORD FEE 16.00
RECORD TAX 175.00
POSTAGE .50
#02250 C777 R01 T09:07
JUN 19 86

3. This Financing Statement covers the following property and all proceeds and products thereof including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

Check ☒ one or more boxes as applicable:

☒ All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

☒ Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

☒ Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

☐ Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

☐ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)
The Pendragon Gallery, A Maryland General Partnership

Secured Party: SOVRAN BANK/MARYLAND

By: Eileen S. Gryctko
Type Name Eileen S. Gryctko
Title Assistant Vice President

By: Steven A. Theys, Partner
By: Cornelia J. Theys, Partner
By: William Theys, Partner
By: Estella M. Theys
Type or Print Name and Title of Each Signature
Estella M. Theys, Partner
By: Brien L. Taylor, Partner

1986 JUN 19 AM 9:12
E. ALBERT COLLISON
CLERK

CR CLERK

16
175-
50

Mailed to Secured Party

N 202 - 8421
R 386

BOOK 499 PAGE 233

262403

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS
OF THE STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
AND THE FINANCING STATEMENT
RECORDS AND LAND RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

RECORD FEE 23.00
POSTAGE 5.00
#12142 C777 R01 14:37
JUN 18 86

1986 JUN 18 PM 1:21
E. AUDREY COLLISON
CLERK
CR
CLERK

1. Debtor: RICHARD TICE
472 Lymington Road
Severna Park, Maryland 21146

2. Secured Party: ANNE ARUNDEL COUNTY, MARYLAND
Address: Arundel Center, Calvert & Northwest Streets
Annapolis, Maryland 21401
Attention: Director of Administration

3. Assignee: EQUITABLE BANK, N.A.
Address: 100 S. Charles Street
Baltimore, Maryland 21201

4. This Financing Statement covers the property described in Exhibit A hereto.

5. The proceeds and products of the collateral described in paragraph 4 above are covered by the Financing Statement.

6. Portions of the property described in Exhibit A hereto are or may be fixtures and are located at or may be affixed to real estate and improvements described in Exhibit B hereto.

The Secured Party has made the assignment to the Assignee hereunder pursuant to Resolution No. 1-86 of the County Council of Anne Arundel County, Maryland, adopted by the County Council on February 3, 1986, approved by the County Executive on February 5, 1986, and extended by Executive Order on May 5, 1986, to secure payment of the principal of and interest on the Secured Party's $369,000 Anne Arundel County, Maryland Economic Development Revenue Bond (Ric-Lee Corporation Project), issued on June 5, 1986 (the "Closing Date"), which bond does not constitute an indebtedness or charge against the general credit and taxing powers of the Secured Party, and does not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

Richard Tice

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By: Walter Chitwood
Walter Chitwood,
County Controller

2350

EQUITABLE BANK, N.A.

By: Margaret Anderson
Margaret Anderson,
Assistant Vice President

RECORDED BY:
STUART R. ROMBRO, Esquire
Wartzman, Rombro, Omansky, Blibaum & Simons, P.A.
341 North Calvert Street
Baltimore, Maryland 21202
(301) 685-0111

33887

5782I

Mr. Clerk: Return to:
Paul A. Serini, Esquire
Venable, Baetjer & Howard
1800 Mercantile Bank &
Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

EXHIBIT A

(a) The interest of the Debtor in any and all fixtures, fittings, materials, appliances, apparatus, equipment, machinery, furniture and furnishings, decorations, chattels and articles of personal property of every kind, nature, and description, including but not limited to replacements thereof, now or hereafter attached to or installed or located in the premises subject to the Deed of Trust and Security Agreement by Richard Tice, a Maryland resident, dated as of the Closing Date (the "Deed of Trust"), which premises are described in detail in Exhibit B hereto, or which the Debtor now or hereafter owns or now or hereafter uses in connection with said premises, as improved or to be improved, and without limiting the generality of the foregoing, also all building materials, floor coverings, lighting, flood lighting, heating, ventilating, air conditioning, plumbing fixtures and equipment and systems, water and power systems and equipment, burglar alarms and security systems, engines, boilers, motors, machinery, ranges, furnaces, oil burners or units, sprinkling and other fire prevention or extinguishing apparatus and equipment, incinerating equipment and systems and maintenance equipment, communication systems, dynamos, transformers, gas and electrical equipment, storm and screen windows and doors, awnings, screens, shrubbery, plants, shades, and storm sashes, and other similar property located on, installed in, attached to, or used in connection with, the premises subject to the Deed of Trust, and all alterations, additions, accessions and improvements thereto.

Unless specifically designated otherwise, the premises and all other items and property described in the preceeding paragraph, together with all alterations, additions, assessions and improvements thereto, substitutions therefore and renewals and replacements thereof, shall be herein referred to collectively as the "Property."

(b) The interest of the Debtor in any and all rights of way, riparian rights, licenses, easements, tenements, hereditaments, appurtenances and accessions now or hereafter attached to or located on the premises subject to the Deed of Trust, which premises are described in detail on Exhibit B hereto.

(c) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severence and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Property or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to or decrease in value of the Property or part thereof (all the aforegoing being hereinafter sometimes referred to collectively as the "Condemnation Award," or singularly a "Condemnation Award").

(d) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

(e) The interest of the Debtor in all of rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease, franchise, contract right, right of action, general tangible or agreement pertaining thereto and right, title and interest of the Debtor in and to, and any remedies under, any an all leases and subleases of the Property, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable, and general intangibles growing out of or in connection with such lease and subleases, together with all proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(f) The interest of the Debtor in all sums on deposit from time to time in any escrow account established pursuant to the Deed of Trust.

BOOK 499 PAGE 237

Exhibit B

DESCRIPTION OF REAL PROPERTY

Those parcels of land situate in Anne Arundel County, Maryland
BEING KNOWN AND DESIGNATED as Lot No. 1, as shown on the Plat entitled "Lot 1,
FERNDALE BUSINESS CENTER", which Plat is recorded among the Plat Records of
Anne Arundel County in Plat Book E.A.C. No. 93 folio 12 (Plat No. 4837,
formerly recorded in W.G.L. No. 68 folio 47, Plat No. 3622).
CONTAINING 2.00 acres, more or less.
The improvements thereon being known as No. 224 8th Avenue.

BEING the same lot of ground described in a Deed dated August 26th, 1984 and
recorded among the Land Records of Anne Arundel County in Liber E.A.C. No.
3781 folio 742, from Cromwell Farms, Inc. to Richard Alan Tice and Lee Tice,
his wife.

Mailed to Secured Party

BOOK 499 PAGE 238

262401

Clerk of the Circuit Court, Annapolis, MD

File No. _____

FINANCING STATEMENT

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#12039 C777 R01 T10:17
JUN 18 86

1. The name and address of the Debtor is:

Name	No.	Street	City	State	
Absorbent Cotton Company	Fourth & Marshall		Valley Park	Missouri	63088

2. The name and address of the Secured Party is:

Name	No.	Street	City	State	
The First National Bank of Boston	100 Federal Street		Boston	Massachusetts	02110

3. The maturity date of the obligation (if any) is: ---

4. This financing statement covers the following types (or items) of property:

"ACCOUNTS RECEIVABLE, INVENTORY, MACHINERY & EQUIPMENT AS FULLY DESCRIBED ON THE ATTACHED SCHEDULE A"

5. Check the lines which apply, if any, and supply the information indicated.

( ) (If collateral is crops) The above described crops are growing or are to be grown on:

( ) (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to:

(x) (If proceeds or products of collateral are claimed) (proceeds) (products) of the collateral are also covered.

Absorbent Cotton Company

By: Norman C Hely
(Signature of Debtor)

The First National Bank of Boston

By: Barbara McGlynn
(Signature of Secured Party)

CR CLERK

1986 JUN 18 AM 11:37
CLERK OF CIRCUIT COURT
ANNE ARUNDEL COUNTY, MD
RECORDED

After this statement has been recorded, it should be mailed to
100 Federal Street, Boston, MA 02110

The underlying secured transaction or secured transactions being publicised by this financing statement is not subject to the recordation tax imposed by Article 81, §§277 and 278, Annotated Code of Maryland, 1962 Supplement, as amended, from time to time.

Mailed to Secured Party

UCC ATTACHMENT 400 239

Debtor:

Absorbent Cotton Company
Fourth & Marshall
Valley Park, Missouri 63088

Secured Party:

The First National Bank of Boston
100 Federal Street
Boston, MA 02110

SCHEDULE A

Accounts; Contract Rights; General Intangibles; all other rights to the payment of money; and in any case where an account has arisen from the sale of goods the interest of the Debtor in such goods; and Inventory, wherever located, raw, in process and finished, and materials usable in processing the same.

Machines, machinery, equipment, tools, parts and accessories, office furniture, furnishings, fixtures, office machines, motor vehicles and materials handling equipment and any and all additions, substitutions, accessions and proceeds thereto or thereof.

Mailed to Secured Party

BOOK 499 PAGE 240 262405

Not to be recorded in
Land Records

Subject to recordation tax:
Principal amount is $30,000.00
16% per annum - $729.55 per month

FINANCING STATEMENT

1. Debtor:

Joseph E. Petro
Melody A. Petro

Address:

P. O. Box 302
Deale, Maryland 20751

2. Secured Parties:

Thomas A. Rollins
Dorothea E. Rollins

Address of Secured Parties:

30 Covey Lane
Naples, Florida 33962

3. For Value Received Joseph E. Petro and Melody A. Petro promise to pay to the order of Thomas A. Rollins and Dorothea E. Rollins, the sum of THIRTY THOUSAND and NO/100ths ($30,000.00) DOLLARS, with interest until paid at the rate of 16 per centum per annum.

Said principal and interest payable in monthly installments of SEVEN HUNDRED TWENTY-NINE and 55/100ths ($729.55) DOLLARS commencing on the 16th day of July 1986 and on the 16th day of each and every month after date, until paid; each installment, when so paid, to be applied: first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

And it is expressly agreed that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall at the option of the holder hereof at once become and be due and payable. Makers, their heirs or assigns have the privilege of making larger payments at any time without penalty.

4. The full remaining balance of principal and any and all accrued but unpaid interest, shall be due and payable in full on or before five (5) years from date hereof.

RECORD FEE 8.00
RECORD TAX 210.00
POSTAGE .50
#12301 C040 R01 T12:28
JUN 19 86

5. This Financing Statement covers:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

6. Any outstanding principal balance shall be all due and payable upon the sale of the business known as:

LITTLE JOEY'S PIZZA HEAVEN
5809 Deale Churchton Road, Store "F"
Deale, Maryland 20751

By Joseph E. Petro and Melody A. Petro, the owners of said business.

7. In the event any installment is received by the holder hereof more than fifteen (15) days after due date of such installment, a late charge of five (5) percent will be due and payable.

Debtor:

Joseph E. Petro
JOSEPH E. PETRO

Melody A. Petro
MELODY A. PETRO

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUN 19 PM 12:33
E. AUBREY COLLISON
CLERK

380
210.00

4660 BELAIR ROAD
BALTIMORE, MARYLAND 21206
BALTIMORE: (301) 483-1900
D.C. AREA: 628-2538

CONTRACT

DePalo & Sons INC.

BAR AND RESTAURANT EQUIPMENT, SUPPLIES & FURNITURE

SPECIAL ORDER
10100

BOOK 499 Page 241 7

SCHEDULE"A"- Page 1

TO: Joseph Petro
T/A PIZZA PARLOR
5809 Deale Churchton Rd. - Store F
Deale, MD 20751

SHIP TO

ORDER DATE	DATE NEEDED	SALESMAN	TERMS	CUSTOMER'S ORDER NO.	SHIP VIA	CUST. NAME	PHONE
4/30/86		Nick	see pp 7			Joe Petro	(home) 301/261-5882

	QUAN.	MODEL No.	DESCRIPTION	UNIT PRICE	AMOUNT
1	ITEM 1				$ 1,999.00
2	1 ea		Artic - Walk-In Cooler, 4'x5'x6'-6" w/ 1/3 HP		
3			self contained refrigeration pkg system		
4	ITEM 1A				$ 95.00
5			Hodges - Wire Shelving, 63"HIGHx15"deep w/ 3		
6			shelves		
7	ITEM 2				
8			Not In Contract		
9	ITEM 3				$ 738.00
10	1 ea	414-16-3-	Metal Masters - 3 Compartment Sink w/ 2-18"		
11		18 R&L	drainboards &		
12	1 ea	2150-14C	14" swing faucet - Franklin		
13					
14	ITEM 4			155.00	$ 310.00
15	2 ea	8859	Seco - Wall Pot Rack Shelf		
16					
17	ITEM 5				$ 139.00
18	1 ea	HSA-10F	Metal Masters - Handsink w/ Faucet		
19				SUB-TOTAL	see pp 6
				SALES TAX	
				TOTAL	

This proposal is for immediate acceptance. Prices subject to change without notice. All mechanical installations to be performed by others, unless specifically stated in this contract. I have read and understand the terms and conditions on both sides of this agreement.

FIRM NAME _____

(CORPORATE SEAL)

BY: _____ (SEAL)
FULL NAME (not initials)

WITNESS: _____

BOOKKEEPING COPY

4000 BELAIR ROAD
BALTIMORE, MARYLAND 21206
BALTIMORE: (301) 483-1900
D.C. AREA: 628-2538

DePato & Sons INC.

BAR AND RESTAURANT EQUIPMENT, SUPPLIES & FURNITURE

1001001

BOOK 499 PAGE 242
10100

CONTRACT

SCHEDULE "A" Page 2

TO: Joseph Petro
T/A PIZZA PARLOR
5809 Deale Churchton Rd. - Store F
Deale, MD 20751

SHIP TO

ORDER DATE	DATE NEEDED	SALESMAN	TERMS	CUSTOMER'S ORDER NO.	SHIP VIA	CUST. NAME	PHONE
4/30/86		Nick	see pp 7			Joe Petro	(home) 301/261-588

	QUAN.	MODEL No.	DESCRIPTION	UNIT PRICE	AMOUNT
1	ITEM 6				
2	1 ea	T-3084E	Metal Masters - Worktable, 84"x30", s/s top,		$ 299.00
3			galvanized legs & undershelf		
4	ITEM 7				
5	1 ea	ALFA-48	Glenco - 2 Door Freezer w/ casters		$ 2,395.00
6					
7	ITEM 8				
8	1 ea	825	Berkel - 10" Slicer		$ 675.00
9					
10	ITEM 9				
11	1 ea	EY0405W	Manitowac - Ice Maker, ½ dice w/ C400 Bin ;		$ 2,236.00
12		EY0405A	Air-Cooled		
13	ITEM 10				
14	1 ea	ARS-15	Safety First - Fire Protection System w/ 1"		$ 1,235.00
15			gas valve; test & permit		
16	ITEM 11		Exhaust Hood, 8'0" x 4'0", galv 18 GA welded w/		$ 1,475.00
17			one end panel filter & lights		
18	ITEM 11A				
19			Duct Work, 16 GA welded		$ 1,778.00
				SUB-TOTAL	con't
				SALES TAX	
				TOTAL	

This proposal is for immediate acceptance. Prices subject to change without notice. All mechanical installations to be performed by others, unless specifically stated in this contract. I have read and understand the terms and conditions on both sides of this agreement.

(CORPORATE SEAL)

FIRM NAME _____

WITNESS: _____

BY: _____ (SEAL)
FULL NAME (not initials)

BOOKKEEPING COPY

42342

4000 BELAIR ROAD
BALTIMORE, MARYLAND 21206
BALTIMORE: (301) 483-1900
D.C. AREA: 628-2538

DePalo & Sons INC.

BAR AND RESTAURANT EQUIPMENT, SUPPLIES & FURNITURE

10100

Page 3 of 7

BOOK 499 PAGE 243

CONTRACT

SCHEDULE "A" Page 3

TO: Joseph Petro
T/A PIZZA PARLOR
5809 Deale Churchton Rd. - Store F
Deale, MD 20751

SHIP TO

ORDER DATE	DATE NEEDED	SALESMAN	TERMS	CUSTOMER'S ORDER NO.	SHIP VIA	CUST. NAME	PHONE (home)
4/30/86		Nick	see pp 7			Joe Petro	301/261-5882

QUAN.	MODEL No.	DESCRIPTION	UNIT PRICE	AMOUNT
ITEM 11B				
1 ea	FMx1813	Penn - Exhaust Fan, 1/3 HP Upblast Belt Drive		$ 948.00
ITEM 11C				
1 ea		Make up Air galv. gooseneck w/ bird screen,		$ 715.00
		30"x30" w/ motorized louvre.		
ITEM 12				
1 ea	RP-15-12E	Star Metal - Sandwich Prep Table, 59" long		$ 1,500.00
		12 pan		
ITEM 13				
1 ea	451	Baker's Pride - Single Deck Pizza Oven LP Gas		$ 3,199.00
ITEM 14				
1 ea	MJ 35-ST	FryMaster - 40 lb. capacity Fryer LP Gas		$ 895.00
ITEM 15				
1 ea	T3036GS	Metal Masters - Griddle Stand, s/s top, galv.		$ 345.00
		legs & undershelf w/ casters & maple cutting		
		board		

This proposal is for immediate acceptance. Prices subject to change without notice. All mechanical installations to be performed by others, unless specifically stated in this contract. I have read and understand the terms and conditions on both sides of this agreement.

SUB-TOTAL	con't
SALES TAX	
TOTAL	

(CORPORATE SEAL)

FIRM NAME

WITNESS:

BY: (SEAL)
FULL NAME (not initials)

BOOKKEEPING COPY

42342

SPECIAL ORDER

BALTIMORE: (301) 483-1900
D.C. AREA: 628-2538

CONTRACT

& Sons INC.

BAR AND RESTAURANT EQUIPMENT, SUPPLIES & FURNITURE

BOOK 499 PAGE 244

Page 4 of 7

SCHEDULE "A" Page 4

TO: Joseph Petro
T/A PIZZA PARLOR
5809 Deale Churchton Rd. - Store F
Deale, MD 20751

SHIP TO

ORDER DATE	DATE NEEDED	SALESMAN	TERMS	CUSTOMER'S ORDER NO.	SHIP VIA	CUST. NAME	PHONE
4/30/86		Nick	see pp 7			Joe Petro	(home) 301/261-588

	QUAN.	MODEL No.	DESCRIPTION	UNIT PRICE	AMOUNT
1	ITEM 16				
2	1 ea	G2426G	Wells - Griddle, 36x24 LP Gas		$ 945.00
3					
4	ITEM 17		Not In Contract		
5					
6	ITEM 18				
7	1 ea	G30 A	Garland - 4 Burner Range w/ 1 Oven; LP Gas		$ 835.00
8	item 18A		w/ casters		$ 128.00
9					
10	ITEM 19		Not In Contract		
11					
12	ITEM 20				
13	1 ea	HSA-10F	Metal Masters - s/s handsink		$ 139.00
14					
15	ITEM 21		Not In Contract		
16					
17	ITEM 22		Not In Contract		
18					
19	ITEM 23		Not In Contract		

This proposal is for immediate acceptance. Prices subject to change without notice. All mechanical installations to be performed by others, unless specifically stated in this contract. I have read and understand the terms and conditions on both sides of this agreement.

SUB-TOTAL	con't
SALES TAX	
TOTAL	

(CORPORATE SEAL)

WITNESS: _____

FIRM NAME _____

BY: _____ (SEAL)
FULL NAME (not initials)

BOOKKEEPING COPY

42342

SPECIAL ORDER

BALTIMORE, MARYLAND 21206
BALTIMORE: (301) 483-1900
D.C. AREA: 628-2538

DePalo & Sons INC.

BAR AND RESTAURANT EQUIPMENT, SUPPLIES & FURNITURE

10100

BOOK 499 PAGE 245

Page 5 of 7

CONTRACT

SCHEDULE"A" Page 5

TO: Joseph Petro
T/A PIZZA PARLOR
5809 Deale Churchton Rd. - Store F
Deale, MD 20751

SHIP TO

ORDER DATE	DATE NEEDED	SALESMAN	TERMS	CUSTOMER'S ORDER NO.	SHIP VIA	CUST. NAME	PHONE
4/30/86		Nick	see pp 7			Joe Petro	(home) 301/261-588:

QUAN.	MODEL No.	DESCRIPTION	UNIT PRICE	AMOUNT
1 ITEM 24		Not In Contract		
2				
3 ITEM 25				$ 1,675.00
4 1 ea	PT 41	Beverage Aire - Pizza Prep Table, 41" long w/		
5		casters; less pans		
6				
7 ITEM 26		Not In Contract		
8				
9 ITEM 27		Not In Contract		
10				
11 ITEM 28		Not In Contract		
12				
13 ITEM 29				$ 299.00
14 1 ea	ECR 160	Sanyo - Cash Register		
15				
16 ITEM 30		Not In Contract		
17				
18 ITEM 31				$ 399.00
19 1 ea	R2050	Sharp - Microwave Oven, 650 WATT, dial timer		
			SUB-TOTAL	con't
			SALES TAX	
			TOTAL	

This proposal is for immediate acceptance. Prices subject to change without notice. All mechanical installations to be performed by others, unless specifically stated in this contract. I have read and understand the terms and conditions on both sides of this agreement.

FIRM NAME

(CORPORATE SEAL)

BY: (SEAL)
FULL NAME (not initials)

WITNESS:

BOOKKEEPING COPY

42342

SPECIAL ORDER

BALTIMORE, MARYLAND 21206
BALTIMORE: (301) 483-1900
D.C. AREA: 628-2538

CONTRACT

Deraio & Sons INC.

BAR AND RESTAURANT EQUIPMENT, SUPPLIES & FURNITURE

QUOTA

10100

Page 6 of 7

BOOK 490 PAGE 246

SCHEDULE "A" Page 6

TO: Joseph Petro
T/A PIZZA PARLOR
5809 Deale Churchton Rd. - Store F
Deale, MD 20751

SHIP TO

ORDER DATE	DATE NEEDED	SALESMAN	TERMS	CUSTOMER'S ORDER NO.	SHIP VIA	CUST. NAME	PHONE (home)
4/30/86		Nick	see pp 7			Joe Petro	301/261-588

	QUAN.	MODEL No.	DESCRIPTIONS	UNIT PRICE	AMOUNT
1	3	SSC1675	Quick Disconnects, 3/4" x 4'-0"	127.00	$ 381.00
2					
3			Freight, handling, storage, delivery, uncrating		$ 1,155.00
4			and setting in place of equipment. Removal of		
5			all our cartons, crates and scrap materials		
6			from premises.		
7			TOTAL SALES PRICE		$ 26,932.00
8					
9			ALL REFRIGERATION EQUIPMENT INCLUDES 1-YEAR		
10			LABOR AND STANDARD 5-YEAR FACTORY WARRANTY.		
11					
12			+ 5% MARYLAND STATE SALES TAX WHERE APPLICABLE:		$ 305.70
13			Item #'s 1, 1A, 3, 4, 5, 7, 20 and 29.		
14			GRAND TOTAL		$ 27,237.70
15					
16			Above prices do not include plumbing, electrical work,		
17			final connections, nor any other mechanical work not		
18			specifically stated above. This does not include any		
19			Health Department changes or alterations to equipment.		

This proposal is for immediate acceptance. Prices subject to change without notice. All mechanical installations to be performed by others, unless specifically stated in this contract. I have read and understand the terms and conditions on both sides of this agreement.

SUB-TOTAL	
SALES TAX	
TOTAL	

(CORPORATE SEAL)

FIRM NAME

WITNESS:

BY: (SEAL)
FULL NAME (not initials)

BOOKKEEPING COPY

SPECIAL ORDER

42342

BALTIMORE, MARYLAND 21206
BALTIMORE: (301) 483-1900
D.C. AREA: 628-2538

CONTRACT

Der & Sons INC.

BAR AND RESTAURANT EQUIPMENT, SUPPLIES & FURNITURE

10100

Page 7 of 7

400 PAGE 247

TO: Joseph Petro

SCHEDULE "A" Page 7

T/A PIZZA PARLOR

5809 Deale Churchton Rd.- Store F

Deale, MD 20751

SHIP TO

ORDER DATE	DATE NEEDED	SALESMAN	TERMS	CUSTOMER'S ORDER NO.	SHIP VIA	CUST. NAME	PHONE
4/30/86		Nick	listed below			Joe Petro	(home) 301/261-588

QUANT.	MODEL No.	DESCRIPTION	UNIT PRICE	AMOUNT
1		TERMS:		
2				
3		$ 1,000.00 with order.		
4				
5		$ 9,080.00 when spec sheets and ventilation		
6		drawings are received.		
7				
8		$ 9,080.00 before delivery of equipment.		
9				
10		Balance upon completion.		
11				
12				
13				
14				
15				
16				
17				
18				
19				

This proposal is for immediate acceptance. Prices subject to change without notice. All mechanical installations to be performed by others, unless specifically stated in this contract. I have read and understand the terms and conditions on both sides of this agreement.

SUB-TOTAL	
SALES TAX	
TOTAL	

(CORPORATE SEAL)

FIRM NAME _____

WITNESS: _____

BY: _____ (SEAL)
FULL NAME (not initials)

BOOKKEEPING COPY

SPECIAL ORDER

42342

BALTIMORE: (301) 483-1900
D.C. AREA: 628-2538

ADDENDUM TO CONTRACT

DePalo & Sons INC.

BAR AND RESTAURANT EQUIPMENT, SUPPLIES & FURNITURE

10100

BOOK 499 PAGE 248

SCHEDULE "A" Page 8

TO: Joseph Petro
T/A PIZZA PARLOR
5809 Deale Churchton Rd. - Store F
Deale, Maryland 20751

SHIP TO

ORDER DATE	DATE NEEDED	SALESMAN	TERMS	CUSTOMER'S ORDER NO.	SHIP VIA	CUST. NAME	PHONE (home)
5/20/86		Nick	see pp 7			Joe Petro	1/261-5882

QUAN.	MODEL No.	DESCRIPTION	UNIT PRICE	AMOUNT
ITEM 33				
1 ea.		Eyelash Hood, galv. 66" long; no filters -		$ 1,114.00
		mounted on top of ITEM 13 (Pizza Oven)		
ITEM 34				
1 ea.	FMX11QK	Penn Exhaust Fan, upblast direct drive, 1/3 HP		$ 659.00
		w/ speed switch		
ITEM 35				
1 ea.		6" vent pipe for pizza oven		$ 305.00
		ALL HOOD WORK TO BE INSTALLED BY DePALO & SONS		
		INCLUDING CUTTING ROOF AND SETTING CURB CAPS		
		& SEALING.		

This proposal is for immediate acceptance. Prices subject to change without notice. All mechanical installations to be performed by others, unless specifically stated in this contract. I have read and understand the terms and conditions on both sides of this agreement.

SUB-TOTAL	$ 2,078.00
SALES TAX	---
TOTAL	$ 2,078.00

Mailed to Secured Party

(CORPORATE SEAL)

FIRM NAME _____

WITNESS: _____

BY: _____ (SEAL)
FULL NAME (not initials)

BOOKKEEPING COPY

42342

SPECIAL ORDER

192981

FS RECORDS

BOOK 499 PAGE 249

262406

Not to be recorded in Land Records

NOT Subject to Recordation Tax: Principal Amount is $1,000,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: June 11, 1986

FINANCING STATEMENT

1. Debtor: ADVENTURES IN HOME BUILDING, LTD.

Address: 844 Ritchie Highway, P.O. Box 1071, Severna Park, Maryland 21146

2. Secured Party: FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

Address: 9151 Baltimore National Pike, Ellicott City, Maryland 21043

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

RECORD FEE 13.00
POSTAGE .50
CHARGE CASH REC. 71408
JUN 19 86

CR CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUN 19 PM 3:11

E. AUBREY COLLISON
CLERK

13.00

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and DONALD L. MISKELLY, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision(s) later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

ADVENTURE IN HOME BUILDING, LTD.

By _____ Pres.

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By _____
Executive Vice-President

ADFS778.176 V-1

SCHEDULE A

All those lots of ground being situate in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 3, as shown on the Plat entitled, "Water Oak Forest, Section One, Plat One", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 93, folio 38.

TOGETHER WITH the right to the use in common of the 40 foot right of way identified on such Plat as Watercress Court for the purposes of ingress and egress to and from public roads.

BEING KNOWN AND DESIGNATED as Lots Nos. 2, 4 and 6, as shown on the Plat entitled, "Water Oak Forest, Section One, Plat Two", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 96, folio 48.

Mailed to Secured Party

STATE OF MARYLAND BOOK 499 PAGE 252

262110

Identifying File No. _____

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FEDERAL DATA CORPORATION

Address 4601 North Park Avenue, Chevy Chase, MD 20815

2. SECURED PARTY

Name NATIONWIDE LIFE INSURANCE COMPANY
Fixed-Income Securities

Address One Nationwide Plaza, Columbus, OH 43216
Ralph H. Clover, Esq., Drinker Biddle & REath, 1100 PNB Bldg,
Broad & Chestnut Sts., Phila.,PA 19107

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

SEE SCHEDULE A ATTACHED HERETO.

(AT&T DP85-159L, #s 326-345)

RECORD FEE 13.00
POSTAGE .50
#12502 C345 R01 T09:28
JUN 23 86

NOT SUBJECT TO RECORDATION TAX

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1986 JUN 23 AM 10: 10
E. AUBREY COLLISON
CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Filed: Anne Arundle, MD

CR CLERK

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

FEDERAL DATA CORPORATION
Type or Print Above Signature on Above Line

(Signature of Secured Party)

NATIONWIDE LIFE INSURANCE COMPANY
Type or Print Above Signature on Above Line
Jeffrey G. Arbaugh
Vice President
Corporate Fixed-Income Securities

15.00

SCHEDULE A
TO A FINANCING STATEMENT
NAMING
FEDERAL DATA CORPORATION, Debtor

AND
NATIONWIDE LIFE INSURANCE COMPANY, Secured Party

All of Debtor's estate, right, title, interest, claim and demand in, to and under (a) the Equipment, (b) the Lease, (c) After Acquired Property, and (d) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all insurance proceeds and condemnation awards to which Debtor is or may be entitled, and all right, title and interest of the Secured Party in, to and under each Security Instrument and all money and property received by the Secured Party pursuant thereto. Except for the terms Debtor and Secured Party, all capitalized terms used herein are defined hereinbelow.

As used herein the following terms have the following meanings:

"Equipment" - The data processing equipment described in Annex I hereto.

"Lease" - Equipment Schedules Nos. 326 through 345, inclusive, variously dated, to Agreement No. DP85-159L, dated as of January 10, 1986, between Debtor, as lessor, and American Telephone and Telegraph Company, as lessee.

"After Acquired Property" - all future extensions, improvements, alterations, repairs, renewals, substitutions and replacements of, and all future additions and appurtenances to, and all other equipment to be physically annex to, the Equipment except any of the foregoing which can be removed from the Equipment without materially impairing its operation or value; all moneys and other property (including amendments or supplements to any Security Instrument) which may from time to time be or become subject to the lien created by the Security Agreement, or which may come into the possession or be subject to the control of the Secured Party pursuant to the Security Agreement or any Security Instrument.

"Security Agreement" - The Security Agreement dated as of May 16, 1986, between the Debtor and the Secured Party.

"Security Instrument" - the Lease, the Security Agreement, and any other instrument with respect to which any right or interest in or in respect of the above items described herein has been granted to the Secured Party.

ANNEX I

BOOK 499 PAGE 254

AGREEMENT NO. DP85-159L

Equipment Schedule No. 321

1. SUBJECT MATTER OF LEASE

In accordance with the terms and conditions of the above referenced Agreement, FEDERAL DATA CORPORATION (FDC) hereby agrees to lease to AMERICAN TELEPHONE AND TELEGRAPH COMPANY (AT&T), and AT&T hereby agrees to lease from FDC, the following items of Equipment:

ITEM	MODEL NO.	QTY.	DESCRIPTION	NET PURCHASE PRICE
1		1	Electro Rep Compis Cabinet	$ 615.00
			TOTAL NET PURCHASE PRICE	$ 615.00
			LEASE RATE FACTOR	.0242
			TOTAL BASE MONTHLY CHARGE	$ 14.88

2. DELIVERY AND INSTALLATION

AT&T shall have the Equipment delivered, installed and made ready for use at the facility located at:

AT&T Communications, Inc.
220 Dorsey Road
Glen Burnie, MD 21061
Attn: Jean Bottner, 1st Floor

on or before February 1, 1986 and, subject to acceptance, for Base Monthly Charge to commence on February 1, 1986.

3. BILLING INFORMATION

FDC's monthly invoice for this Equipment Schedule should be addressed:

AT&T Communications, Inc.
3201 Jermantown Road
Fairfax, VA 22030
Attn: Jim Patterson, Flint Hill 2, Room 41

BOOK 499 PAGE 255

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 259196 recorded in

Liber 491, Folio 425 on November 13,1985 (Date) at Circuit Court for Anne Arundel County (Location)

1. **DEBTOR(S):**

Name(s) Robert C. Meck

Address(es) 24 Defense Street

2. **SECURED PARTY:**

Name Maryland National Bank

Address 10 Light Street, Baltimore, Maryland 21202

RECORD FEE 10.00
POSTAGE .50
#12508 C345 R01 T09:43
JUN 23 86

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ **CONTINUATION.** The original Financing Statement referred to above is still effective.

4. ☒ **TERMINATION.** The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ **ASSIGNMENT** The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. ☐ **AMENDMENT.** The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. ☐ **RELEASE.** (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. **SIGNATURES.**

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company, type name of Company and Name and Title of Authorized Signer.

SECURED PARTY

Maryland National Bank

By C. S. Fitzgerald

Charles S. Fitzgerald
(Type, Name and Title)
Assistant Vice President

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 23 AM 10: 10
AUBREY COLLISON
CLERK

CR
CLERK

10/
2

BOOK 499 PAGE 256 262130

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland, ~~Virginia~~ for filing pursuant to the Uniform Commercial Code.

1. Name of Debtor
Thomas P. Lutynski
Catherine E. Lutynski

Address
501 Chalet Drive
Millersville, MAryland 21108

RECORD FEE 12.00
POSTAGE .50
#12519 C777 R01 T10:10

2. Name of Secured Party
FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION

Address
13448 Jefferson Davis Highway
Woodbridge, Virginia 22191

JUN 23 86

3. This financing statement covers the following items of property: Range, Refrigerator, Dishwasher, Garbage Disposal, Vent Fan, Wall to Wall Carpet, Central Air Conditioning

4. This financing statement is not subject to a Recordation Tax.

5. This financing statement is intended to evidence among the Financing Records the encumberance of the items listed herein by a Deed of Trust from aforesaid debtors securing the aforesaid secured party, dated June 17, 19 86, and recorded herewith (or prior hereto) among the Land Records of Anne Arundel County, ~~Virginia~~ Maryland.

Executed this 17th day of June, 19 86

Debtors

Thomas P. Lutynski
Catherine E. Lutynski

Secured Party

FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION

By: Janet H Pagan

1986 JUN 23 AM 10:16
E. AUBREY COLLISON
CLERK
CLERK

After recordation, please return this document to:

First American Savings and Loan Association
P. O. Box 4228
Woodbridge, Virginia 22194-4228

1250.

PAGE 499 PAGE 257

262431

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland, ~~Virginia~~ for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
POSTAGE .50

1. Name of Debtor: Michael Edwin Edwards, Teresa L. Edwards
   Address: 3917 River Club Rd., Edgewater, Md. 21037

2. Name of Secured Party: FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION
   Address: 13448 Jefferson Davis Highway, Woodbridge, Virginia 22191

#12523 C777 R01 T10:12
JUN 23 86

3. This financing statement covers the following items of property: Range/Oven, Refrigerator, Dishwasher, Clothes washer, Dryer.

4. This financing statement is not subject to a Recordation Tax.

5. This financing statement is intended to evidence among the Financing Records the encumberance of the items listed herein by a Deed of Trust from aforesaid debtors securing the aforesaid secured party, dated June 18, 19 86, and recorded herewith (or prior hereto) among the Land Records of Anne Arundel Co., Maryland, ~~Virginia~~.

Executed this 18th day of June, 19 86

Debtors

Michael Edwin Edwards

Teresa L. Edwards

Secured Party

FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION

By: Janet H. Ragin

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 23 AM 10: 16
E. AUBREY COLLISON
CLERK

After recordation, please return this document to:

First American Savings and Loan Association
P. O. Box 4228
Woodbridge, Virginia 22194-4228

12.50

CR CLERK

BOOK 499 PAGE 259

FINANCING STATEMENT

262423

TO: ____ Financing Records, State Department of Assessments and Taxation

/ Financing Records, Circuit Court of Anne Arundel County, Maryland

____ Land Records, Circuit Court of Anne Arundel County, Maryland

____ Financing Records, Circuit Court of Montgomery County, Maryland

- -

NOT SUBJECT TO RECORDATION TAX

The appropriate amount of recordation taxes has been paid in connection with the recording of a Deed of Trust among the land records of the jurisdiction in which the land herein described is located and granting to the Secured Party, as security for the loan herein described, a security interest in the same property as described in this instrument.

- -

1986 JUN 23 PM 12:19

E. AUBREY COLLISON
CLERK

THIS FINANCING STATEMENT, dated the 19th day of June, 1986, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

   AQUAHART MANOR GARDENS JOINT VENTURE, a Maryland general partnership
   c/o Southern Management Corporation
   1110 Fidler Lane, Suite 300
   Silver Spring, Maryland 20910

2. Secured Party's name and address:

   YORK ASSOCIATES, INC.
   3201 New Mexico Avenue, N.W.
   Washington, D.C. 20016

RECORD FEE 22.00
POSTAGE .50
#12566 C777 RM T12:14
JUN 23 '86

3. Maturity date of obligation: July 1, 2021.

4. This financing statement covers the following types (or items) of property:

   All of the goods, equipment, furnishings, furniture, fixtures, chattels and articles of personal property, including, without limitation, all building materials and supplies, furnaces, boilers, oil burners, refrigeration, air-condition and sprinkler systems, awnings, screens, window shades, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all

UPON RECORDING RETURN TO
FRANK E. WARFIELD
YORK ASSOCIATES, INC.
3201 NEW MEXICO AVE., N.W.
SUITE 260
WASHINGTON, D.C. 20016

thereof, whether now in existence or hereafter arising, and relating to, situated or located on, or used or usable in connection with the operation of Aquahart Manor Gardens Apartments, located in Glen Burnie, Maryland.

5. The above described goods are affixed or to be affixed to the improvements on the land located in the County of Anne Arundel, State of Maryland, and described as follows:

See Exhibit "A"attached hereto and made a part hereof.

DEBTOR

AQUAHART MANOR GARDENS JOINT VENTURE, a Maryland General Partnership

By: _____ (SEAL)
David H. Hillman
Managing General Partner

SECURED PARTY

YORK ASSOCIATES, INC., a District of Columbia corporation

By: _____
Frank E. Warfield
Senior Vice President

EXHIBIT A BOOK 499 PAGE 280

D E S C R I P T I O N

LOTS A-1, A-2, A-3, A-4, A-5, A-6,
A-7, A-8, A-9, A-10 and part of LOT 33-A
AQUAHART MANOR GARDENS

Being a tract of land lying, situate and being in Anne Arundel County, Maryland, and recorded on Plat 1700, Plat Book No. 32, Page 25, also Plat 1644, Plat Book No. 31, Page 69, as a resubdivision of Aquahart Manor Gardens and being more particularly described as follows for subject property:

Beginning at the northeast corner of Lot A-1 as same is shown on Plat 1700, on west side of Cayer Drive; thence with line of Cayer Drive,

South 05° 46' 49" East, 246.20 feet; thence running across Cayer Drive,

North 84° 13' 11" East, 50.00 feet to point on east side of Cayer Drive and the northwest corner of Lot A-5; thence leaving line of street and running with north lines of said Lot A-5.

South 81° 20' 52" East, 55.00 feet; thence

South 71° 43' 22" East, 25.00 feet; thence

South 55° 03' 35" East, 40.93 feet, said point being the northeast corner of Lot A-5 on outline of said plat; thence with outline of plat,

South 05° 46' 49" East, 245.54 feet to the southeast corner of Lot A-6; thence still with outline of plat,

South 82° 23' 38" West, 543.73 feet to the southwest corner of Lot A-8; thence still with outline of plat,

North 05° 41' 40" West, 433.11 feet to the northwest corner of Lot A-10; thence leaving outline of plat and running with north line of Lot A-10,

North 84° 18' 20" East, 46.54 feet; thence

South 81° 20' 52" East, 65.49 feet to the northeast corner of Lot A-10 on west side of Cayer Drive; thence crossing Cayer Drive,

North 84° 18' 20" East, 50.00 feet to point on east side of Cayer Drive; thence with east side of Cayer Drive ,

North 05° 41' 40" West, 150.81 feet to the northwest corner of Lot A-4; thence leaving east line of Cayer Drive and running with north line of Lot A-4,

North 84° 13' 20" East, 112.64 feet; thence

North 05° 46' 49" West, 0.11 feet; thence running into Lot 33-A, Plat 1644, Plat Book No. 31, Page 69 (for a parcel 7' x 30')

North 84° 13' 11" East, 30.00 feet; thence

South 05° 46' 49" East, 7.00 feet; thence

North 84° 13' 11" East, 80.00 feet to the point of beginning, containing a computed area of 5.4518 acres of land.

SAVING AND EXCEPTING that portion lying in dedicated street, Cayer Drive, and being more particularly described as follows:

Beginning at the northwest corner of Lot A-5 and east side of Cayer Drive; thence with Cayer Drive,

South 05° 46' 49" East, 117.68 feet to the beginning of a curve to the right; thence

115.41 feet along the arc of a curve, whose radius is 75.00 feet and having a chord bearing and chord distance of South 38° 18' 24" West, 104.36 feet; thence with the south line of Cayer Drive,

South 82° 23' 38" West, 173.26 feet to the beginning of a curve to the right; thence

120.31 feet along the arc of a curve, whose radius is 75.00 feet, having a chord bearing and chord distance of North 51° 39' 01" West, 107.82 feet; thence along the west side of Cayer Drive,

North 05° 41' 40" West, 225.61 feet to the northeast corner of Lot A-10; thence crossing Cayer Drive to a point on the east side,

North 84° 18' 20" East, 50.00 feet; thence with the east side of Cayer Drive,

South 05° 41' 40" East, 225.61 feet to the beginning of a curve to the left; thence

40.10 feet along the arc of a curve whose radius is 25.00 feet and having a chord bearing and chord distance of South 51° 39' 01" East, 35.94 feet; thence along the north side of Cayer Drive,

North 82° 23' 38" East, 173.26 feet to the beginning of a curve to the left; thence

38.47 feet along the arc of a curve whose radius is 25.00 feet, having a chord bearing and chord distance of North 38° 18' 24" East, 34.79 feet; thence with west line of Cayer Drive,

North 05° 46' 49" West, 117.68 feet to a point on west side of Cayer Drive; thence crossing Cayer Drive,

North 84° 13' 11" East, 50.00 feet to the point of beginning, containing a computed area of 33,688 square feet or 0.7734 acres of land, leaving a total area in Lots A-1 through A-10 and part of Lot 33-A of 203,792 square feet or 4.6784 acres of land.

SUBJECT TO easements as per Plat 1700, and easement recorded in Liber 1794 at Folio 547, and Liber 2536 at Folio 899.

BOOK 499 PAGE 263 SHC36A/b1

262423

FINANCING STATEMENT

1. Name of Debtor: THE SIMPSON LAND COMPANY
Address: 210 Holiday Court
Annapolis, Maryland 21401
Attn: J. Claire Simpson-Jones
Vice President

2. Name of Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION
Address: 100 South Charles Street
Baltimore, Maryland 21201
Attn: Richard T. McCarter
Assistant Vice President

RECORD FEE 11.00
POSTAGE .50
#12631 C777 R01 T15:46
JUN 23 86

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in an Indemnity Deed of Trust dated June 20, 1986, from Debtor to Richard T. McCarter and Joseph V. Prado, Trustees, which Indemnity Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the

11 50.

1986 JUN 23 PM 3:47
E. AUBREY COLLISON
CLERK
CR CLERK

Indemnity Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

(e) All of the Debtor's right, title and interest in and to the License Agreement dated September 27, 1965 entered into with Holiday Inns of America, Inc., together with any renewals or extensions thereof, and any other license or franchise agreement hereafter entered into with respect to the Mortgaged Property.

4. Proceeds and products of the collateral are also covered.

5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

THE SIMPSON LAND COMPANY

By: _____ (SEAL)
John A. Simpson, Sr., President

DATED: 6/20, 1986

(Mr. Clerk: Return to Natalie Klaum
Legal Assistant
Miles & Stockbridge
10 Light Street, Suite 1900
Mail to Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and Taxation
Anne Arundel County Land Records
Anne Arundel County Financing Statement Records

5-28-86

BOOK 499 PAGE 265

262140

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor	Mailing Address
Gary Campbell Donna Campbell	7959 Telegraph Rd. Lot 157 Severn, Maryland 21144

A A Co

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).

1986 Imperial 60 x 28 Model 1801 Serial Number IH85685A/B White.

RECORD FEE 12.00
POSTAGE .50
HOWARD COUNTY RCD 11:43
JUN 3 86

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Gary D. Campbell
GARY CAMPBELL

Donna Campbell
DONNA CAMPBELL

Secured Party

THE BANK OF BALTIMORE

BY Ms. C. Garland

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

FOR RECORD
CLERK
1986 JUN 3 AM 11:23
Y COLLISON
ERK

PCS 0847

Mailed to Secured Party

12.50

RECEIVED JUN 2 1986

262427

BOOK 490 PAGE 286

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Annapolis Mall Motel Limited
Partnership DBA/Ramada Inn
173 Jennifer Road
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

LEASING SYSTEMS, INC.
1413 K Street, N.W., #1200
Washington, D.C. 20005

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 51.00
#12794 C777 R01 T15:53
JUN 24 86

4. This financing statement covers the following types (or items) of property:

See Schedule "A" attached hereto and made part hereof.

All of Debtor's machinery and equipment and all accessories and attachments thereto or substitutions thereof whether now existing or hereafter acquired and wherever located which are subject to the lease agreement between DEbtor as lESSEE and Secured Party as LESSOR dated 5/16/86 including but not limited to the above stated equipment.

Lease #15544

5. Assignee(s) of Secured Party and Address(es)

District of Columbia
National Bank, Washington
1801 K Street, N.W.
Washington, D.C. 20006

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

By: Lester [illegible] General Partner
Signature(s) of Debtor(s)

LEASING SYSTEMS, INC.

By: Lee E. Nathanson, President
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

51.00

JR CLERK

RECORDED FOR RECORD
PRINCE GEORGE'S COUNTY

1986 JUN 24 PM 4:25

E. NEWBY COLLISON
CLERK

BOOK 499 PAGE 287

LEASING SYSTEMS INC.

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

SCHEDULE "A"

LEASE NUMBER: 15544

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE DATE: 5/16/86

QTY.	DESCRIPTION
Vendor:	Adams Burch, Inc.
20 DZ.	576 DEEP MEADOW RIM DEEP SOUP 9 1/8"
20 DZ.	30"X84" SILVER WIDE RICE TABLECOVERS
10 DZ.	80" DIAMETER SILVER WIDE RICE TABLECOVERS
39 DZ.	548 6 3/8" DEEP MEADOW #4 PLATE
1 DZ.	96SKRF SHAKER/DREDGE
6	2890 CONDIMENT DISP.
6	SC-6-1/2 COVER FOR MGST 6.5
3	050-3100 OIL AND VINEGAR SET
1	050-3100 OIL AND VINEGAR SET
12	CS-200 SHORT SHAKER CAN
6	365 MUDDLER, WOOD
1	117-V46793 BAR SHAKER CAN SS
1 DZ.	7716-CL PLAYBOY TRAY
3	308 SERV CART W/DROPLEAF
10	110 10" ALUM CLAD FRY PAN
12	MG2004-M14 FULL PAN, 4" DP--7004
6	MG2006-M16 FULL PAN, 6" DP--7006
24	MG1202-M22 1/2 PAN, 2" DP--7122
6	MG1204-M24 1/2 PAN, 4" DP--7124
6	MG1206-M26 1/2 PAN, 6" DP--7126
12	MG2000-M12 FULL PAN, 2" DP-7002
2	362 OVAL PLATE GLASS MIRROR TRAY
1	377 SQUARE PLATE GLASS MIRROR TRAY
1	361 ROUND PLATE GLASS MIRROR TRAY
3 CASES	8009532 PETALE SHERRY
30	MG1606-M66 1/6 PAN, 6" DP-7166
12	200N4 SS 1/9 PAN, 4" DP (M94)
6	1268 20" ADAPTER BAR

Initials

6 CASES	T2928/3764 WINE ROUND 8.5 OZ.
5 CASES	T2946/3777 CHAMPAGNE 4.5 OZ.
3 CASES	8009516 8.5 OZ. PETALE WINE
3 CASES	8009524 5.5 OZ. PETALE WINE
2 CASES	3705 11.5 OZ. EMBASSY BRANDY
2 CASES	3715 10 OZ. POCO GRANDE
3 CASES	T2932/3711 GOBLET 12 OZ.

Vendor: Ramada Purchasing

1	HOBART 30 QUT. FLOOR MODEL MIXER
1	20 QRT. TABLE MODEL MIXER
1	DRY FOAM SHAMPOO MACHINE
10	VACCUMS HOOVER HEAVY DUTY W/DUST CUP
1	SMALL VAC. PACK
1	HIGH SPEED BUFFER MC2000
1	EXTRACTOR/STEAM/WATER VACK W/WASH STAND
1	13 GALLON POWER HEAD

Vendor: The Annapolis Lighting Company

2	4118 SB Carack Chrome
2	150W GAO Duro
2	1059 Shalimar Blue Imari
2	LP620D3 Quiozel Oriental
4	8354 Lightolier
1	Sternlite #400
6	Brass cups
6	White plugs
2	8374 lightolier 28" track

Vendor: Commercial Drapery Contractors, Inc.

1	NON STK OTH Draperies for Secrets Lounge
1	NON STK OTH Draperies for Lesters Rest.
1	NON STK Oth Draperies for Lobby Hallway
1	NON STK OTH Draperies, hardware, corn and installation
14	NON STK OTH MFG Dual ftd coverlet green scheme
20	NON STK OTH MFG full ftd coverlet beige scheme

Initials

BOOK 499 PAGE 289

Vendor: Gill Company, Inc.

4	Intermetro Industries Corp. black dividers for poker chips
1	Gill Manufacturing, Inc. faucet
1	carbonator and hose dispenser by Perlick and Sitco
1	Brown and Son, Inc. W.A. Walk-in 6'9 1/2" x 5'10 1/2" x 7'5 1/2" high
1	Vulcan Hart Corp. Natural Gas Char-Broiler with vertical grates and cabinet base #MC-734
8	Tray slides Victory 1/2 size rod tray slides 2" O.C. bottom of pan DRS-20-S6 P7H D P B Ser A 8533W25, Part #10273901
1	Gill Manufacturing, Inc. 1 Lot of 4 wall shelves (1) 60x12, (2) 70x12, (1) 80x12
1	Bar Mix #936 blender single spindle
1	1310T Microwave Hobart 1310T 1000
4	13PDFS Intermetro Industries Corp. Wall Posts
5	Glenco Refrigeration Co. shelves and clips for SS-3D-LT
4	BK2 Supreme Metal Fabricators, Inc. bottle trough
1	FBR 48 Cambro Salad Bar
1	BDDHT 3-120 Metal Masters FoodSvc. Equip. Hot food table

Vendor: First State Glass

1	Custom carved and etched reproduction of the Art Deco mirro in Secrets w/safety frame
3	Custom carved and etched panels with palm design for Lobby entrance, decorative wind deflectors
8	Custom cut and etched glass panels for lobby side of Lester's to provide noise reduction

Vendor: Gerry Potter's Store Fixtures Inc.

1	Mirror fram and backing
1	1 1/2" brass tube fram to hold the etched glass along the existing brass rail on the marble wall

Initials

BOOK 499 PAGE 270

Vendor: Interior Plant Design

8	small silk arrangements mauve ceramic containers
2	large silk arrangements brass square containers
4	Silk trees
4	Brass containers
10	Silk trees
10	Chrome containers
1	Floral arrangement brass bedroom Rm. 544
1	Floral arrangement bath Rm 544
1	Floral arrangement dining area Rm 544

Vendor: Feldman Light Fixtures
c/o Zanger Associates

6	Feldman light fixtures hi tech 3 style #7909 R-14 polished brass finish

Vendor: Dan River Inc.

11	05029 Spruce 1974445A
11	05029 Spruce 1974445B

Vendor: Status Pro

40	40x44 Designer gold framed mirrors
3	Silk screen 40x40 dbl. matted, framed in cherry oak
2	preframed prints; 1 deptych, 1 single
2	22x28 orientals
1	16x20 silver frame oriental
1	30x42 gold framed mirror
2	36x36 Framemica framed mirror
1	Cherry frame 40 1/4 x 50 1/4 (oil painting)
3	#622 22x28 Bedroom
1	#622 18x24 Bedroom
1	#622 24x36 Sitting room
1	#622 16x20 Sitting room
1	#622 11x14 Bath
4	#522 22x28 Bedroom
1	#522 16x20 Bedroom
1	Diptych sitting room
1	#522 24x36 sitting room

Initials

BOOK 499 PAGE 271

1		#522 24x36 bedroom
1		#522 grouping bedroom
2		#522 11x14 bedroom
1		small bath
3		#422 18x24 bedroom
2		#422 22x28 bedroom
1		#422 16x20 bedroom
1		#422 Diptych sitting room
2		#422 24x36 sitting room
2		#422 22x28 sitting room
1		#422 grouping sitting room
1		#422 small bath
4		#322 22x28 bedroom
1		#322 Deptych sitting room
1		#322 24x36 sitting room
1		#322 mirror sitting room
1		#322 small bath
2		#220 and #320 grouping bedroom
2		#220 and #320 24x36 bedroom
6		#220 and #320 16x20 bedroom
4		#220 and #320 22x28 bedroom
2		#220 and #320 deptych
2		#220 and #320 24x36 sitting room
6		#220 and #320 16x20 sitting room
2		#220 and #320 22x28 mirror sitting room
2		#220 and #320 16x20 bath
3	ea	#620 and #420 24x36 Framemica Decorator frames
2	ea	#620 and #420 16x20 Framemica Decorator frames
1	ea	#620 and #420 18x24 Framemica Decorator frames
1	ea	#620 and #420 16x20 gold frame (bath)
3		#520 24x36 Framemica decorator frames
2		#520 18x24 Framemica decorator frames
1		#520 deptych
1		#520 22x28 gold frame (bath)
5		Chrome framed large, halls by elevators
50		18x24 matted gold frame (hallways)
1		#7280 Cherry frame 40 1/4 x 50 1/4
4		#7282 40 x44 gold frame mirrors
3		Silk screen (oriental)
1		Coopersmith (4 pieces)
1		"A Skimmer" small (2 pieces)
2		Peacock 22x28
1		Coopersmith (2 pieces)
2		Coopersmith 26x36 (1 piece)
1		Roses 18x24
1		Oriental Garden 22x28
1		Margarets 24x36
1		Haile Antherium 24x36

Initials

Vendor: D and F

2	000-09120-0	sled base side chair oak
1	102-00302-0	Secretary "L" desk
1	110-00310-2	Secretary Center drawer dok
2	101-10301-3	Executive desk (dark oak)
2	110-00309-9	Executive center drawer dok
3	446-90006-4	Mat ramped edge 54 inc.
1	334-00307-8	5 shelf bookcase dark oak
1	000-08050-0	Secretary chair oak/natural
2	000-08731-9	Executive chair oak/natural

Vendor: Savin

1	Savin 7040 s/n 6150301156
1	20 Bin sorter
1	S/ADF
1	Console

Vendor: Edward W. Minte Co., Inc.

3	My-core material
30	Regular trak material

Vendor: Capitol Copy Products, Inc.

1	Cannon AP-500 Electronic typewriter
1	AP-84 Memory chip to equal 32K each
1	Orator daisy wheel
1	Courier Italic Wheel
1	Light Italic

Vendor: Ametex

1	18 yrds. Pegasus color: Oxblood 022941
1	PR1410 Wembley Coral #494
1	034286 Hermes-Con Spec-Green

Vendor: Binswanger Mirror Products

95	7075-02; 7075PB Sea Green
20	L4444-5252
95	7076PB Mark AN1019-Celadon

Vendor: Parole Carpets, Inc.

1	12x6'9" 9yds. Commercial carpet,Armstrong
1	30x20 ft. summer Verona Imperial Red

Vendor: Continential Inn-Stallations Corporation

1	12x90 custom made carpet with boarder
1	12x48 custom made carpet with boarder
1	12x412.5 Harbinger Carpet to complete tower

Initials

BOOK 499 PAGE 273

Vendor: Eagle Woodworking Co., Inc.

Lobby Area-

1. Furnish one free standing bullitin board, mohogany stained to match.
2. Furnish one bullitin board in vestibule.
3. Furnish one sliding shelf with hardware for registration desk.
4. Furnish jamb and trim for the sliding entrance door to the registration desk.
5. Furnish safety deposit box laminated enclosure to accomodate floor safe.
6. Floor Safe.
7. Furnish one laminated desk top 18"x42" with tow wrought iron brackets.
8. Furnish two 4'x4' pictures on fabrics trac panels for the wall behind registration desk.
9. Furnish five pedestals with 1/4" mahogany, stained to match.
10. Furnish five lexan enclosures for statues. 12"x12"x30".
11. Bolt five pedestals to marble floor in concorse 1.
12. One picture for lobby wall.
13. Furnish laminate beer cooler face and doors to match.
14. Furnish laminated filler panels for beer cooler and three compartment sink.
15. Cut holes for electric receptacles in bottle step.
16. Fill seven statues with plaster and install as instructed.
17. Fabricate 1x6 trim for around lobby elevator wall.
18. Install four pictures on walls in concorse 2.
19. Furnish two 1/4" mirrors for wall behind back bar.
20. Furnish one mahogany frame with lexan 4'x5' to enclose statues in hallway alcove, Leading to lounge stained to match.
21. Install two pictures on wall in hallway leading to lounge.
22. Furnish one mahogany frame (lexan 5'x7') to enclose virgin wool wallhanging. Stained to match.
23. Cut holes for electricians in lobby registration desk.

RS
Initials

BOOK 499 PAGE 274

LOUNGE AREA

1. Furnish three mahogany trash can enclusures (1'x2'x42')stained to match.
2. Install ten pictures on walls as directed.
3. Install one mirror on wall.
4. Fabricate 200 ft. mahogany O Gee trim for wall/floor junction where wood flooring was not cut tight. Stained to match.
5. Furnish two planter/lamp tables for the entrance to mens room.
6. Install four table bases with pour rock at booth platform.
7. Drill holes and install twenty five plant hooks in metal styles in greenhouse windows.
8. Fabricate mahogany crown moulding trim, to go around speakers in ceiling at dance floor. Stained to match.
9. Fabricate mahogany O Gee trim for wall/platform juncture,stained to match.
10. Silicone all plants and lamps to tables as directed.
11. Stain and finish all beer tap handles.
12. Stain and finish four salad bowls to match.
13. Fabricate and deliver for 6' mahogany window sills. Stained to match.
14. Refinish all nicks, scrapes, scratches, gouges, ect. made by other trades prior opening.
15. Fabricate fire rated locking dry storage cabinets in fire corridor.
16. Furnish two sets of templates of all tops for marble contractor.
17. Cut all holes for electrician in all cabinets and bottlesteps.
18. Cut all holes for equipment in D.J. booth cabinets and tops.
19. Rebolt and anchor all booths.
20. Cut holes in serving paddles as directed.

MISCELLANEOUS

1. Fabricate tow bars for conference rooms in F suites.
2. Install seven refrigerators in bars in seven suites.

Initials

BOOK 499 PAGE 275

DINING ROOM

1. Fabricate one pair mahogany cafe doors for entrance to restrooms. Stained to match.
2. Fabricate one mahogany hutch for waitress station (14"x20"x60") stained to match.
3. Fabricate two mahogany waitress stations/computer stands with silver drawers, doors and adjustable shelves. Stained to match.
4. Fabricate one mahogany linen storage cabinet (18"x24"x72") with locking doors and adjustable shelves. Stained to match.
5. Install four mirrors on fabric track wall system.
6. Install one picture on fabric track system.
7. Fill eight lamp/plant pedestals with 50lbs. sand each
8. Anchor antique room divider as directed.
9. Fabricate one mahogany matre'd stand as per drawings, Stained to match.
10. Re-assemble booth correctly.
11. Install mahogany wood fillers on walls at wall booths on platform.

Vendor: Stromberg Products

3	2000-3 Recorder
1	250-3L Time Stamp
1	Inscription plate
7	88DM card rack

Vendor: The Telescope Folding Furniture Co., Inc.

12	0818-058-02 PT58 Burg/Van
16	0878-058-04 PAT58 Burg/Van
3	0188-000-01 48' table
3	0008-858-01 Burg/Van umb.
3	0019-008-01 Vanilla Shell
8	2008-000-02 vna end table

Vendor: Glass and Mirror Craft

4	30" dia 12mm clear pp

Vendor: Forbes Industries, Inc.

190	#800WB Luggage racks for guest rooms

Initials

BOOK 499 PAGE 278

Vendor: Frederick Computer Products

1	PR EPS FX286 Printer
1	IB 5160086 Computer IBM PCXT 256K
1	IB-5151001 Monitor IBM Monochrmoe Display #1101912
1	IB-1504910 Adapter IBM color graphics #4352-2082
1	HI-AST-SPK064 Adapter Ast SixPak Plus w/64K #2025937
5	IB-1501003 Adapter IBM 64K Memory Module #6311257
1	CA-CCC-I100110 Cable printer IBM to EPSON
1	DOS 3.1 for Networking IB-6024211
1	IB 1501100 Keyboard for IBM PC and XT

Vendor: Rickey's

1	RCA EKR3375 s/n 448246806
6	Television stands model 1420

Vendor: Drapery Mart, Inc.

6	Vertical Blinds

Vendor: Montgomery Ward

18	Ashtrays

Vendor: Garfinkels

5	Ashtrays

Vendor: Edward Don and Company

9	F9204 24x60 super erecta shelf
12	F9208 74 inch post for super erecta shelf
5	F9213 18x48 super erecta shelf
75	S0100 wate pitcher
1	F0573 Caddy
1	F0573 18x18 dance floor
6	2E7245 Waste well dolly
4	K1434 roast pan 20x16x4 1/2
2	F1648 25165 food carrier
1	3E 50 ice caddy drk. brn.
1	K4663 salad bowl 16 inc.
2 doz.	S1001 Revue teaspoon
2 doz.	S1003 Revue bouillon
2 doz.	S1910 Revue utility fork
4	white handi/selfold dispens 2P1952

Initials

BOOK 499 PAGE 277

1		4J3002 handler in ball rack
3		K10BL bowl
1		K0584 med. mesh strainer 8 inc.
48		K0918 6412 basket
1		fountain
4	doz.	62312 classic candle holder 3 5/8
12	doz.	salt and pepper shakers 1 oz.
72		G104C carafe
18		G104C pitcher 3055234
4		N6902 s/s mixing bowl 1 1/2 qt
12		N8158 s/s cover for 4 1/4 qt.
48		G1011 s/s salt and pepper
2		4J4515 red convertible hand truck
4	doz.	5233 6 inc. lobster cracker
10		triumph 13 ft. white tbleskr.
1		28162 silver food spot lamp
12		L9986 brn. clip on tray
1		E2923 chrome frmae 2 shelf cart
2		4L0840 table skirt caddy

LESSEE: Annapolis Mall Motel Ltd. Partnership DBA/Ramada Inn

BY: _____

TITLE: General Partner

DATE: 5/28/86

LESSOR: Leasing Systems, Inc.

BY: _____

TITLE: President

DATE: 5/28/86

Mailed to Assignee

BOOK 499 PAGE 278 262423

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es)	2. SECURED PARTY and Address
Professional Ambulance Service, Inc. 1404 S. Crain Highway Glen Burnie, Maryland 21061	UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: James A. Shimer Assistant Vice-President **Return to Secured Party**

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

[X] A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, subsitutions and replacements), used in or related to the conduct of Ambulance Service (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

RECORD FEE 11.00
#12795 C777 R01 T15:54
JUN 24 86

[X] B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

[X] C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

[ ] D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

[ ] E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.
5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: $ 60,000.00

1986 JUN 24 PM 4:25
E. AUBREY COLLISON
CLERK

DEBTOR:

Professional Ambulance Service, Inc.
(Type Name)

By: Gerard C. Schultz

By: Gerald C. Schultz, President

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

By: J. A. Shimer

CR CLERK

James A. Shimer, Vice-President
(Type Name)

6-13-86 19
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

After recording send to: Herbert A. Thaler, Jr., Esquire 343 North Charles Street, Baltimore, Maryland 21201. To be recorded in the Land Records and the Financing Records of Anne Arundel County and the Maryland Department of Assessments and Taxation. Recordation stamps in the amount of $ 420.00 have been paid in Anne Arundel County.

012-1671-0986-1

11 50

Mailed to Secured Party

262429

BOOK 499 PAGE 279

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 20,000.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR	SECURED PARTY (OR ASSIGNEE)
Phelps Trucking, Inc.	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: Gail Zickafoose (Name of Loan Officer)
308 Danmark Court (Address)	8116 Ritchie Highway (Address)
Millersville, MD 21108	Pasadena, MD 21122

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

KIRK-RUDY QUARTER FOLDING MACHINE S/#1085896

RECORD FEE 11.00
RECORD TAX 140.00
POSTAGE .50
#12836 C777 R01 T08:48
JUN 25 86

1986 JUN 25 AM 11:17
CR. RECORD
CLERK
E. AUBREY COLLISON
CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)	DEBTOR (OR ASSIGNOR)
(Seal)	(Seal)
Charles L. Phelps (Seal) (Signature)	(Seal) (Signature)
Charles L. Phelps, Pres. (Print or Type Name)	(Print or Type Name)
Phelps Trucking, Inc.	

11—
140—
50

BS-0850A-8406

Mailed to Secured Party

BOOK 499 PAGE 250

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253262

RECORDED IN LIBER 47- FOLIO 304 ON AUg 10, 1984 (DATE)

1. DEBTOR

Name John Perdew & Terry Cummings dba Scenic Lawns Landscaping

Address P.O. BOX 3056, Crofton, MD 21114

2. SECURED PARTY

~~Name~~ J.I. Case Co. or J.I. Case Credit Corp. as their interests may appear

Address 290 Elwood Davis Rd., Liverpool, NY 13088

q c/o 5790 Widewaters Parkway, Dewitt, ny 13214

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00
POSTAGE .50
#12865 C777 R01 T09:12
JUN 25 86

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	**B. Partial Release** ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** ☒ (Indicate whether amendment, termination, etc.) Termination

Anne ARundel 1675

CR CLERK

RECORDED AND FILED FOR RECORD
CIRCUIT COURT ANNE ARUNDEL COUNTY
1986 JUN 25 AM 11:19
E. AUBREY COLLISON
CLERK

Dated JUne 13, 1986

J.I. Case Credit Corp.
(Signature of Secured Party)
Arthur C Whitney III fin. mgr.
Type or Print Above Name on Above Line

Mailed to Secured Party

UCC 3 MARYLAND

PRINTED BY JULIUS BLUMBERG, INC.

BOOK 499 PAGE 281 2682430

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR - LESSEE

Name HARBIN'S INC. ~~T/A DUFFY'S III~~

Address 1371 MARLBORO ROAD, LOTHIAN MARYLAND 20711

2. SECURED PARTY - LESSOR

Name NELCO CORPORATION

Address P.O. BOX 537, LAUREL, MARYLAND 20707-0537

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
~~POSTAGE~~ .05
POSTAGE .45
#12870 C777 R01 T09:21
JUN 25 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 MODEL C121HWP ICE-O-MATIC ICE MACHINE
SERIAL NO. C615-00860W
1 MODEL 900P FOLLETT ICE BIN
SERIAL NO. 72150
1 MODEL 280 STAR ICE MERCHANDISER
SERIAL NO. 149062-FS

Assignee
TheFinance Company of America
Munsey Building
Baltimore Md. 21202

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

HARBIN'S, INC. ~~T/A DUFFY'S III~~
(Corporate or Trade Name)

V.P.
(Signature of Debtor)

RICHARD CUMBOW
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NELCO CORPORATION

Howard E. Nelson, Pres.
(Signature of Secured Party)

HOWARD E. NELSON
Type or Print Above Signature on Above Line

CR CLERK

RECORDED IN LIBER ___ FOLIO ___ PRINCE GEORGES COUNTY
1986 JUN 25 AM 11:19
E. AUBREY COLLISON
CLERK

Mailed to Assignee

262431

BOOK 499 PAGE 282

FINANCING STATEMENT—MARYLAND

File No._____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is:

   General Paving Corporation
   P.O. Box 939
   Stafford, VA 22554

RECORD FEE 11.00
POSTAGE .50
#12872 CTTT R01 T09:23
JUN 25 86

2. The name and address of the Secured Party (or Assignee) is:

   First Virginia Commercial Corporation
   6400 Arlington Boulevard
   Falls Church, VA 22046

3. The maturity date of the obligation (if any) is:_____

4. This Financing Statement covers the following types (or items) of property: (Describe)

   As per Schedule "A" which is attached hereto and made a part hereof.

5. Check the lines which apply if any, and supply the information indicated:

   ☐ (If collateral is crops). The above described crops are growing or are to be grown on: (describe real estate)

   ☐ (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

   ☒ (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

   ☐ (If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is ☐ is not ☐ (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is $_____.

Debtor(s):

General Paving Corporation

Vice President

John Cole, Vice President

Secured Party:

First Virginia Commercial Corporation

By_____
(AUTHORIZED SIGNATURE)

Harold V. Dellinger, II
Vice President
(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

No 89 9/79

CR CLERK

1986 JUN 25 AM 11:19
E. AUBREY COLLISON
CLERK

ACG

Schedule "A"

Attached hereto and made a part of Note and Security Agreement dated June 4, 1986, between First Virginia Commercial Corporation and General Paving Corporation, Debtor.

One (1) Asphalt Plant located at 8747 Wellington Road, Manassas, Virginia to include Herman Grant Bins, Steel, Lumber, Controls, Auger, electrical, concrete and all labor

One (1) Asphalt Plant located on State Route 702, Stafford, Virginia to include Herman Grant Bins, Steel, Lumber, Controls, Auger, electrical, concrete and all labor

Mailed to Secured Party

STATE OF MARYLAND BOOK 499 PAGE 284

FINANCING STATEMENT FORM UCC-1

Identifying File No. #4838

262433

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated_____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hardin-Huber, Inc.

Address 1230 Cronson Boulevard, Crofton, Md. 21114

2. SECURED PARTY

Name National Surety Leasing, Inc.

Address 672 Greenbriar Lane, Annapolis, Md. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#12874 CTT7 R01 T09:24
JUN 25 86

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

TWO (2) K.E.W. Model 802 High Pressure Hot Water Steam Cleaners - Portable

Serial Numbers 2017495 & 2017001

CONDITIONAL SALES CONTRACT

Name and address of Assignee

1986 JUN 25 AM 11:19
E. AUBREY COLLISON
CLERK

CR CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX ☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Hardin-Huber, Inc.

(Signature of Debtor)

Michael Huber/President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

Mailed to Secured Party

STATE OF MARYLAND

BOOK 499 PAGE 285

Anne Arundel County

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 239426

RECORDED IN LIBER 441 FOLIO 284 ON 8/28/81 (DATE)

1. DEBTOR

Name A.J. Miller's Appliance, Inc.

Address 2111 C Baldwin Ave., Crofton, MD 21114

RECORD FEE 10.00
POSTAGE .50
#12876 C777 R01 T09:30
JUN 25 86

2. SECURED PARTY

Name General Electric Credit Corporation

Address P.O. Box 13337, Chesapeake, VA 23325

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	**B. Partial Release** ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** Amendment ☒ (Indicate whether amendment, termination, etc.)

Please amend debtors address to read, but not limited to:

1151 Rt. 3 North
Crofton Station Shopping Center
Gambrills, MD 21054

Please amend debtors trade style to read:

AJ Miller's Appliance, Inc.

1986 JUN 25 AM 11:20
E. AUBREY COLLISON
CLERK

AJ Miller's Appliance, Inc.

Dated 6-14-86

...ailed to Secured Party

General Electric Credit Corporation

KELee

(Signature of Secured Party)

Type or Print Above Name on Above Line

BOOK 499 PAGE 286

262433

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Helms, William H. Sr.
Rol Park
Lot ~~#12~~ #31
Millersville, MD 21108

2. Secured Party(ies) and address(es)

Chesapeake Mobile Home Sales OF Laurel, Inc.
10039 N. Second Ave.
Laurel, MD 20707

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#12879. C777 R01 T09:35
JUN 25 86

4. This financing statement covers the following types (or items) of property:

1986 Liberty-Monticello 14x70 s/n 08-L-57133

Together with all appliances, equipment, accessories, parts and accessions thereon and thereto all substitutions, replacements or additions therefore, and all proceeds thereof, all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor and secured party.

Options: A/C- Miller #0285-0507
Sears Washer- C61407311
Dryer- M61313417

5. Assignee(s) of Secured Party and Address(es)

All Valley Acceptance Co.
P.O. Box 668
Uniontown PA 15401

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

William H. Helms Sr.

By: William H. Helms Sr.
Signature(s) of Debtor(s)

Title

All Valley Acceptance Co.

By: [signature]
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Mailed to Assignee

CR CLERK

1986 JUN 25 AM 11:20
FILED
E. AUDREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 499 PAGE 297

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2602134

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6/12/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE:

Name Richard David Beam
Country Club Car Center 7448 E. Furnace Branch
Address Glen Burnie 21061

RECORD FEE 11.00
POSTAGE .50
C777 R01 T09:36
JUN 25 86

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION

Address The Beaumont Building, P.O. Box 71, South Station
Framingham, Massachusetts 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Bear ACE Computer Analyzer w/ 4 gas Emission Tester, GM_C3 Ford EEC Iv, MCU Chrysler test module, Telephone Modem.

L#47863.

1986 JUN 25 PM 1:20
CLERK
CLERK OF THE CIRCUIT COURT
BALTIMORE COUNTY
JOHN E. COLLISON
CLERK

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

X ☐ (Proceeds of collateral are also covered)

X ☐ (Products of collateral are also covered)

Not subject to Recordation Tax Pursuant to Maryland Annotate Code, 81§ 277 (a) and § 277 (G).

Country Club Car Center

Richard D Beam
(Signature of Debtor) LESSEE:

Richard D. Beam
Type or Print Above Name on Above Line

[redacted]
(Signature of Debtor)

[redacted]
Type or Print Above Signature on Above Line

Dorothy C. Vine
(Signature of Secured Party) LESSOR
Dorothy C. Vine, VP
EATON FINANCIAL CORPORATION
Type or Print Above Signature on Above Line

Mailed to Secured Party

BOOK 499 PAGE 288

Anne Arundel Co.
A/C# 02892-6

262435

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. Warren Walker & Sons, Inc.

Address 10 Tick Neck Road, Pasadena, MD 21122

RECORD FEE 17.00
POSTAGE .50
#12882 C777 R01 T09:39
JUN 25 86

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales

Address 8540 Pulaski Hwy., Baltimore, MD 21237

Credit Alliance Corporation, P. O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P. O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

J. Warren Walker & Sons, Inc.

J. Warren Walker Sr. President
(Signature of Debtor)

J. Warren Walker Sr. President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CR CLERK

Chesapeake Ford Truck Sales, Inc.
T/A Chesapeake Truck Sales

H. C. Weidner V.P.
(Signature of Secured Party)

H. C. Weidner V.P
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 25 AM 11:20
E. AUBREY COLLISON
CLERK

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

ASSIGNMENT

BOOK 499 PAGE 289

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 12, 1986, between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales, as Seller/Lessor/Mortgagee and J. Warren Walker & Sons, Inc., 10 Tick Neck Road, Pasadena, MD 21122 (Name) (Address) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfull our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, repesentations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is $ 39,145.92

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 12th day of June, 1986

Chesapeake Ford Truck Sales, Inc.
T/A Chesapeake Truck Sales (SEAL)
(Seller/Lessor/Mortgagee)

By H. C. Weedon V.P.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA 1 SA

BOOK 499 PAGE 250

CONDITIONAL SALE CONTRACT NOTE

TO: Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales ("Seller")
8540 Pulaski Hwy., Baltimore, MD 21237 (Address of Seller)

FROM: J. Warren Walker & Sons, Inc. ("Buyer")
10 Tick Neck Road, Pasadena, MD 21122 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) New 1986 Ford Model LN8000 Dump Truck with 10' Heil Steel Dump Bed S/N 1FDYR80U9GVA22937

(1) TIME SALES PRICE ..... $ 52,746.12
(2) Less DOWN PAYMENT IN CASH ..... $ 13,600.20
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) $ -0-
(4) CONTRACT PRICE (Time Balance) ..... $ 39,145.92

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 10 Tick Neck Road, Pasadena, MD 21122

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty nine thousand one hundred forty five and 92/100********** ********** Dollars ($ 39,145.92) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 13th day of July, 19 86, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of $ 815.54 and the final installment being in the amount of $ 815.54 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement. Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: June 12 19 86

Accepted Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales (SEAL)
(Print Name of Seller Here)

By: H. C. Weedon V.P.

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

BUYER(S)-MAKERS(S):

J. Warren Walker & Sons, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: J. Warren Walker Sr. President

Co-Buyer-Maker: (SEAL)
(Print Name of Co-Buyer-Maker Here)

By:

This instrument prepared by

© 1975 CREDIT ALLIANCE CORPORATION

(See Instructions on Reverse Side of Last Page)

CAL 2XD(1-75)

1

ORIGINAL FOR CREDIT ALLIANCE CORPORATION

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) (Guarantor-Endorser) _____ (L.S.) (Guarantor-Endorser)

_____ (L.S.) (Guarantor-Endorser) _____ (L.S.) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____

_____ (Witness)

_____ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

Signature of Seller

Mailed to Assignee

BOOK 490 PAGE 292

262436

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3. ☐ The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es)

Carroll W. Scheetz Jr.
816 W. First Ave.
Parkesburg, PA. 19365

2. Secured Party(ies) Name(s) and Address(es)

Provident National Bank
112 E. Lincoln Hwy.
Coatesville, PA. 19320

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
#12883 C777 R01 T09:40
JUN 25 86

5. This Financing Statement covers the following types (or items) of property

1980 Fiberglass 30 ft cabin Trojan
Fiberglass
Hull I.D. TRJH00230979
MD 3201 AH

6. Assignee(s) of Secured Party and Address(es)

7. ☐ The described crops are growing or to be grown on:*
☐ The described goods are or are to be affixed to:*
☐ The lumber to be cut or minerals or the like (including oil and gas) is on:*
*(Describe Real Estate in Item 8.)

☐ Products of the Collateral are also covered

8. Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

No. & Street | Town or City | County | Section | Block | Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
☐ Consignee(s) and Consignor(s), or
☐ Lessee(s) and Lessor(s).

Carroll W. Scheetz, JR.

By Carroll W. Scheetz
Signature(s) of Debtor(s)

Provident National Bank

By [signature]
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(1) FILING OFFICER COPY - NUMERICAL
(3/83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

CR CLERK

RECEIVED FOR RECORD
CHESTER COUNTY
1986 JUN 25 AM 11:20
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 293

262437

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

3. ☐ The debtor is a transmitting utility.

4. For Filing Officer Date, Time, No. Filing Office

RECORD FEE 11.00
POSTAGE .50
#12894 C777 R01 T09:42
JUN 25 86

1. Debtor(s) (Last Name First) and Address(es)
SCOPUS, Corporation
333 Aiken Street
Lowell, MA 01853

2. Secured Party(ies) Name(s) and Address(es)
Dorothy E. Armstrong/
Patricia S. Dwyer d/b/a
PAD Leasing
12 Hidden Valley Road
Westford, MA 01886

5. This Financing Statement covers the following types (or items) of property
1985 Dodge Mini Ram Van #2B7FK13C1FR266787
1985 Dodge Mini Ram Van #2B7FK13C3FR266786
1986 Dodge Mini Ram Van #2B7FK13C1GR685318

6. Assignee(s) of Secured Party and Address(es)

7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The timber to be cut or minerals or the like (including oil and gas) is on *

☐ Products of the Collateral are also covered. XX **Proceeds of the Collateral are also covered.**

8. Describe Real Estate Here ☐ This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

* (Describe Real Estate Below)

Book Page Lot Plan

No. & Street Town or City County Cert. of Title No. (If Registered)

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☒ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction
☐ when the collateral was brought into this state, or ☐ when the debtor's location was changed to this state.

By _____
Signature(s) of Debtor(s) or Assignor(s)

By Dorothy E. Armstrong
Signature(s) of Secured Party(ies) or Assignee(s)

FILING OFFICER COPY — ALPHABETICAL A. E. MARTELL CO., Keene, N.H. 03431 FORM 185-1 MA.

FILED FOR RECORD
MIDDLESEX SOUTH DISTRICT
1986 JUN 25 AM 11:20
E. AUBREY COLLISON
CLERK

Mailed to Secured Party CR CLERK

ANNE ARUNDEL COUNTY

BOOK 499 PAGE 294

262433

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.

2. ☒ To be recorded among the Financing Statement Records.

3. ☐ Not subject to Recordation Tax.

*See Attached Allocation

4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of $ 89,285.69. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the inital debt has been paid to Clerk, Circuit Court for Anne Arundel County

5. Debtor(s) Name(s) — Address(es)

Jeffrey D. Larkin Electrical Contractors, Inc. — 1021 Dorsey Road, Glen Burnie, Maryland 21061

Larkin Electric Company, Inc. — 1021 Dorsey Road Glen Burnie, Md 21061

6. Secured Party — Address

Equitable Bank, National Association — 100 S. Charles Street, 3rd Floor, Baltimore, Maryland 21201

Attention: Sandra J. Ford (Type name & title)
Documentation Assistant

RECORD FEE 14.00
RECORD TAX 38.50
POSTAGE .50
#12280 TRN R01 T0147

7. This Financing Statement covers the following property and all proceeds and products thereof, Including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. **Inventory**. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

JUN 25 86

☐ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property descibed above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____.

Debtors

Jeffrey D. Larkin Electrical Contractors, Inc. (Seal)

BY: _____ (Seal)
Jeffrey D. Larkin, President

Larkin Electric Company, Inc. (Seal)

By: _____ (Seal)
Jeffrey D. Larkin, President

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUN 25 AM 11:20
E. AUBREY COLLISON
CLERK

14
38 50
12 50

SCHEDULE A BOOK 499 PAGE 295

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a National Banking Association and Jeffrey D. Larkin Electrical Contractors, Inc., a Maryland Corporation

Section 7F Continued:

Vermeer Trencher, Model V430, Serial #274 JDL

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

Form 684 (1/82)

CERTIFICATION FOR ALLOCATION OF MARYLAND RECORDATION TAX

Date: 5/16/86

TO: Clerk of Circuit Court of Anne Arundel County

REFERENCE: Jeffrey D. Larkin Electrical Contractors, Inc.

With respect to the above-referenced loans and to the personal property (the "Collateral") securing said loans, the Borrower hereby certifies to the best of the Borrower's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of Inventory and Other Exempt Collateral — $ 356,000.00
2. Value of Equipment and Other Non-Exempt Collateral — $ 22,000.00
3. Total Value of Collateral — $ 378,000.00
4. Computation of Amount of Debt Exempt from Recordation Tax:

$$\frac{\text{Value of Exempt Collateral}}{\text{Total Collateral}} \times \text{Total Amount of Debt Secured} = \text{Amount of Debt Exempt from Tax}$$

$$\frac{\$356,000.00}{\$378,000.00} \times \$\,89,285.69 = \$\,84,089.17$$

5. Amount of Non-Exempt Debt: $ 5,196.52
6. Recordation Tax Due on Non-Exempt Debt, Rounded Off

$$\frac{\$\,7.00}{1000} \times \$5,500.00 = \$\,38.50$$

Jeffrey D. Larkin Electrical Contractors, Inc.

By: _____ (SEAL)
Jeffrey D. Larkin, President

Larkin Electric Company, Inc.

By: _____
Jeffrey D. Larkin, President

COM"GG"/82(24)-CS

Mail to EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

STATE OF MARYLAND

BOOK 499 PAGE 297

3900c

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254034

RECORDED IN LIBER 478 FOLIO 219 ON Sept.28, 1984 (DATE)

1. DEBTOR

Name VARIETY SYNDICATE, INC., d/b/a Ben Franklin Store

Address 8571 Fort Smallwood Road, Pasadena, MD 21122, Anne Arundel County

2. SECURED PARTY

RECORD FEE 10.00
POSTAGE .50
#12890 C777 R01 T09:51
JUN 25 86

Name HOUSEHOLD MERCHANDISING, INC., Ben Franklin Division

Address 300 Clubhouse Road, Hunt Valley, MD 21031

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Assign Secured Party From "Household Merchandising, Inc.", to "Ben Franklin Stores, Inc.", 120 Cockeysville Road, Hunt Valley, MD 21031.

1986 JUN 25 AM 11:20
E. AUBREY COLLISON
CLERK

CR CLERK

Dated June 16, 1986

Household Merchandising, Inc.

M L Cosgriff
(Signature of Secured Party)

Michael L. Cosgriff, Credit Mgr.
Type or Print Above Name on Above Line

Mailed to Secured Party

10.00 50

ISL 1-67-602-7891

AAC 23.50

BOOK 499 PAGE 298 262439

FINANCING STATEMENT

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR Dingman Inc., T/A Senor D's
William L. Hurst, Sr., Pres. , William L. Hurst Sr., Ind.
(Name or Names)

2548 Ft. Meade Road Laurel, Md. 20707
(Debtor's Address--Street No., City, County, State)

SECURED PARTY Eklof & Company, Inc.
(Dealer's Name)

612 Washington Blvd. Baltimore, Maryland 21230
(Dealer's Address—Street No., City, County, State)

RECORD FEE 23.00
POSTAGE .50
#12891 C777 R01 T09:57

ASSIGNEE OF SECURED PARTY:
THE CARROLLTON BANK OF BALTIMORE
BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

JUN 25 86

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
	See Attached	Invoice #'s			
		# 48650			
		# 48952			
		# 49270			
		# 49381			

1986 JUN 25 AM 11:20

2. If above described personal property is to be affixed to real property, describe real property:

CR CLERK

3. This transaction (is) ~~(is not)~~ exempt from the Recordation Tax. Consideration $

Dated this 28th day of May 19 86

Witness:
Lynda A. Siebold
Lynda A.Siebold

Attest:
Terrence Grove
Terrence Grove

President
Debtor Signs
Dingman Inc., T/A Senor D's
William L. Hurst, Sr., Pres.
Debtor Signs
Debtor Signs
Dingman Inc., T/A Senor D's
William L. Hurst, Sr., Ind.
Secured Party
Harry S. Eklof, Jr., President

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

77-064

Mailed to Assignee

23-50

EKLOF & COMPANY, INC. 612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297

PHONE (301) 539-5030

NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

INVOICE NO. 48650

ORDER DATE 10/30/85 INVOICE DATE 11/22/85

SOLD TO: SENOR D
2548 FT MEADE RD
LAUREL MD 20707

ADDRESS

CITY STATE ZIP

SHIP TO

ADDRESS

CITY STATE ZIP

CUSTOMER NO. | CUSTOMER P.O. NO. | WRITTEN BY: Grove | DEPOSIT & CHECK NO.

TERMS: SEE TERMS BELOW 1½% COD 25% - 25% 30 - 25% 60 - 25% 90 Service Charge will be added if not paid according to the above terms.

SHIP VIA, TIME & SCHEDULED SHIP DATE | PHONE(S) & PERSON(S) TO CONTACT | HONOR BACK ORDERS | ORDER FILLED BY | NO. OF PIECES

ACCOUNTS RECEIVABLE

OFFICE	LOC.	QUAN. ORDERED	N S	NUMBER	MAKE	DESCRIPTION	QUAN. SHIPPED	UNIT PRICE	NET	EXTENSION
		9		12072	Allied Plastic	30x72 Folding table	9		57.00	513.00
		60			K.D.	Stack Chairs Blk Gold	60		13.76	825.60
		1	U	T-325	Atlas	3 section steam table	1			125.00
		1	U	U-24	Atlas	refrigerated table	1			715.00
		1		RMB-36	Mk.	H.D. broiler w/lower rack (radiant) Propane	1		*	1118.00

POSTED

CTN.	NOTES: Mk. 7990	TERMS: DUE 12/27/85 $2251.90; 1/27/86 2251.90; 2/27/86 2251.90 * no tax
CTU.		
CTS.		
TOTAL	SHIPPED OR DELIVERED BY DATE:	COLLECT ON DELIVERY / RECEIVED BY:

SUB TOTAL	3296.60
SALES TAX	108.93
SHIPPING CHARGES	
TOTAL	3405.53

BOOK 499 PAGE 209

EKLOF & COMPANY, INC. 612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297

PHONE (301) 539-5030

NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

INVOICE NO. 48952

ORDER DATE 11/13/85 | INVOICE DATE 11/22/85

SOLD TO
SENOR D
2548 FT MEADE RD
LAUREL MD 20707

SHIP TO

ADDRESS

ADDRESS

CITY STATE ZIP

CITY STATE ZIP

TERMS: SEE BELOW

CUSTOMER NO.	CUSTOMER P.O. NO.	WRITTEN BY	DEPOSIT & CHECK NO.	TERMS
		Grove		COD 25% - 25% 30 - 25% 60 - 25% 90

1½% per month Service Charge will be added if not paid according to the above terms.

SHIP VIA, TIME & SCHEDULED SHIP DATE	PHONE(S) & PERSON(S) TO CONTACT	HONOR BACK ORDERS	ORDER FILLED BY	NO. OF PIECES
Del, Sure 11/27/85	490-7000			

OFFICE	LOC	QUAN ORDERED	N S V	NUMBER	MAKE	DESCRIPTION	QUAN. SHIPPED	UNIT PRICE	NET	EXTENSION
D	1			ET-85M	Vulcan	convection oven 240V standard	1			2189.00
						15mo. parts + labor warranty				70.00

POSTED

BOOK 499 PAGE 380

ACCOUNTS RECEIVABLE

NOTES Vulcan 7994 TERMS: DUE 12/27/85 $2251.90
1/27/86 2251.90
2/27/86 2251.90

CTN.	SUB TOTAL	
CTU.	SALES TAX X	
CTS.	SHIPPING CHARGES	
TOTAL	TOTAL	2259.00

SHIPPED OR DELIVERED BY DATE: | COLLECT ON DELIVERY | RECEIVED BY:

INVOICE NO. 49270

EKLOF & COMPANY, INC. 612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297

PHONE (301) 539-5030

NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

ORDER DATE 11/21/85 INVOICE DATE 11-22-85

SOLD TO
SENOR D
2548 FT MEADE RD
LAUREL MD 20707

ADDRESS

CITY STATE ZIP

SHIP TO

ADDRESS

CITY STATE ZIP

TERMS: SEE BELOW

CUSTOMER NO. | CUSTOMER P.O. NO. | WRITTEN BY: Grove | DEPOSIT & CHECK NO.

TERMS 25% COD 25% 30 - 25% 60 25% 90
1½% per month Service Charge will be added if not paid according to the above terms.

SHIP VIA, TIME & SCHEDULED SHIP DATE

PHONE(S) & PERSON(S) TO CONTACT: 490-7000

HONOR BACK ORDERS | ORDER FILLED BY | NO. OF PIECES

OFFICE	LOC.	QUAN. ORDERED	NSU	NUMBER	MAKE	DESCRIPTION	QUAN. SHIPPED	UNIT PRICE	NET	EXTENSION
	2nd Sink Room	1		B5-C18	MM	5' Bar Sink	1			356.00

Take as samples
1ea full pan plastic 2½"
1 ½ pan 2½
1 ¼ pan 4"
1 ⅙ pan 6"
1 ⅓ pan 4"
1 12" adaptor bar
1 20" adaptor bar

1 pu

POSTED

NOTES
1 P.U. By T.G.

TERMS: DUE 12/27/85 $2251.90
~~1/27/86 2251.90~~
2/27/86 2251.90

SUB TOTAL	356.00
SALES TAX	17.80
SHIPPING CHARGES	
TOTAL	373.80

CTN.
CTU.
CTS.
TOTAL

SHIPPED OR DELIVERED BY DATE: | COLLECT ON DELIVERY | RECEIVED BY:

ACCOUNTS RECEIVABLE

BOOK 499 PAGE 301

EKLOF & COMPANY, INC. 612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297

PHONE (301) 539-5030

NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

INVOICE NO. 49381

ORDER DATE 11/20/85 | INVOICE DATE 11/22/85

SOLD TO
SENOR D
2548 FT MEADE RD
LAUREL MD 20707

SHIP TO

ADDRESS

ADDRESS

CITY STATE ZIP

CITY STATE ZIP

TERMS: SEE BELOW

CUSTOMER NO. | CUSTOMER P.O. NO. | WRITTEN BY Grove | DEPOSIT & CHECK NO.

TERMS 25% COD - 25% 30 - 25% 60 - 25% 90
1½% per month Service Charge will be added if not paid according to the above terms.

SHIP VIA, TIME & SCHEDULED SHIP DATE | PHONE(S) & PERSON(S) TO CONTACT | HONOR BACK ORDERS | ORDER FILLED BY [illegible] | NO. OF PIECES

OFFICE	LOC.	QUAN. ORDERED	N S U	NUMBER	MAKE	DESCRIPTION	QUAN. SHIPPED	UNIT PRICE	NET	EXTENSION
	3ph	4		530DFF	L+B	bar stool seat only red	4 seat only		23.95	95.80
		1	U			Ice chest	1		68.00	68.00
	3ph	10			K-D	blk + gold stack chairs	10	18.10	13.76	137.60
		24dz		57	Libbey	7oz split	24dz	5.44	3.54	84.96
		12dz		3764	Libbey	8½oz wine	12dz	19.60	12.74	152.88
		3		SB-72	Silite	12" pebbled bowl	3	12.25	10.05	30.15
		1		04-0703	Indiana	8qt punch bowl	1	28.56		23.42
		1		04-0705	Indiana	foot only	1	14.70		12.05
		1		P2136	Intedge	6oz punch ladle	1	1.78	1.69	1.69
		9dz		8001273	Card	4⅓" rock bowl	9dz	11.32	10.19	91.71

BOOK 499 PAGE 302

CTN.	NOTES TERMS: DUE 12/27/85 $ 2251.90 ~~1/27/86 2251.90~~ 2/27/86 2251.90	SUB TOTAL	698.26
CTU.		SALES TAX	34.92
CTS.		SHIPPING CHARGES	
TOTAL	SHIPPED OR DELIVERED BY DATE: COLLECT ON DELIVERY RECEIVED BY:	TOTAL	733.18

POSTED

ACCOUNTS RECEIVABLE

Mailed to Assignee

#15214

BOOK 499 PAGE 303 262410

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. **SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here ☐

This financing statement Dated_____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Parkway Motel Assoc., Ltd Partnership DBA/ Howard Johnson

Address 7251 Parkway Drive, Dorsey, MD 21076

RECORD FEE 12.00
POSTAGE .50
#12894 C777 R01 T09:59
JUN 25 86

2. SECURED PARTY

Name RCA Service Company, A Division of RCA Corporation

Address Cherry Hill, N.J. 08358

RCA Service Co., 9020 Red Branch Road, Columbia, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

All RCA Television Receivers, RCA Telephones Accessories,
And Associated Equipment and Systems - Present and Future.

1986 JUN 25 AM 11:21
E. AUBREY COLLISON
CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Derek Toms
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

L. M. KELLNER
Type or Print Above Signature on Above Line

Mailed to Secured Party

12.50

PRINTED BY JULIUS BLUMBERG, INC., 80 EXCHANGE PLACE, NEW YORK

UCC-1 MARY

BOOK 499 PAGE 304

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):
Mid-Life Enterprises, Inc.
d/b/a
Bagels And...
2019 E.West Street
Annapolis, Md. 21401

2. Secured Party(ies) Name(s) and Address(es):
B.Berglass Inc.
1941 20th Drive
Brooklyn, N.Y.11214

4. For Filing Officer Date, Time, No. Filing Office

RECORD FEE 12.00
POSTAGE .50
#12900 C777 R01 T10:08

5. This statement refers to original Financing Statement No. 246683 filed (date) 4/29/83 with Circuit Court for ~~Anne Arundel County~~
~~Liber 460 Page 179~~

6. ☐ A. Continuation — The original Financing Statement bearing the above file number is still effective

☒ B. Termination — The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.

☐ C. Release — From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following

☐ D. Assignment — The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.

☐ E. Amendment — The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

JUN 25 86

☐ This statement is to be indexed in the Real Estate Records — Section ____ Block ____ Lot ____

Mid-Life Enterprises, Inc.
d/b/a
Bagels And...
By _____
Signature(s) of Debtor(s) (only on amendment)

B.Berglass Inc.
By M. Berglass Pres.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
(5/82) STANDARD FORM - FORM UCC-3 — Approved by the Secretary of State of New York, Pennsylvania & Texas

CR CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUN 25 AM 11:21

E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 305

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es)
Corniglia, Charles A.
1725 TarletonWay
Crofton, Md. 21114

2. Secured Party(ies) Name(s) and Address(es)
B. Berglass Inc.
1941 20th Drive
Brooklyn, N.Y. 11214

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 12.00
POSTAGE .50
#12901 C777 R01 T10:08
JUN 25 86

5. This statement refers to original Financing Statement No. 246684 filed (date) 3/29/83 with Circuit Court for Anne Arundel County
~~Liber 460 Page 160~~

6. ☐ A. Continuation — The original Financing Statement bearing the above file number is still effective.

☒ B. Termination — The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.

☐ C. Release — From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following.

☐ D. Assignment — The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.

☐ E. Amendment — The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

☐ This statement is to be indexed in the Real Estate Records — Section ____ Block ____ Lot ____

Corniglia, Charles A.
By _____
Signature(s) of Debtor(s) (only on amendment)

B. Berglass Inc.
By M. Berglass Pres.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
(5/82) STANDARD FORM - FORM UCC-3 — Approved by the Secretary of State of New York, Pennsylvania & Texas

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUN 25 AM 11:21
E. AUBREY COLLISON
CLERK
CR. CLERK

BOOK 499 PAGE 306

262411

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here $ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated_____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John H. Frank t/a
J & J Printing Services

Address 263 Bowline Road Severna Park, MD 21146

RECORD FEE 12.00
POSTAGE .50
#12906 C777 R01 T10:14
JUN 25 86

2. SECURED PARTY

Name HOPKINS LEASING corp.

Address 201 Hilton Plaza Baltimore, MD 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

One (1) A.B. Dick 1-3650 Color Head
One (1) A.B. Dick 360 Offset, s/n 672065

RECORDED FOR RECORD
BALTIMORE COUNTY, MARYLAND
1986 JUN 25 AM 11:21
CR

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

John H. Frank, Jr.
(Signature of Debtor)

John H. Frank, Jr.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.
Type or Print Above Name on Above Line

AA Co. 12/50

20685006

262412

BOOK 499 PAGE 307

FINANCING STATEMENT

☐ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of $.....

1. Name of Debtor(s): Columbia Jewelry Company of Annapolis, Maryland, Inc.
Address: 18 Parole Plaza
Annapolis, Maryland 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

RECORD FEE 11.00
POSTAGE .50
#12908 C777 R01 T10:17
JUN 25 86

3. This Financing Statement covers the following types (or items) of property:

All furniture, fixtures and equipment now located on the premises of Columbia Jewelry Company of Annapolis, Maryland, Inc., 18 Parole Plaza Annapolis, Maryland 21401, all accounts receivable of said Columbia Jewelry Company of Annapolis, Maryland, Inc., and all tangible property now owned or hereafter acquired by Columbia Jewelry Company Of Annapolis, Maryland, Inc., 18 Parole Plaza, Annapolis, Maryland 21401

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Debtor(s):

Columbia Jewelry Company of Annapolis Maryland, Inc.

By: Larry Silverman
President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: .....
(Type Name and Title)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

045-580/2 Rev 5-79

11.50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 25 AM 11:21
E. AUBREY COLLISON
CLERK

#43336 66830

BOOK 499 PAGE 308

062443

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated_____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hampton Inn

Address Elkridge Landing, Glen Burnie, Maryland

RECORD FEE 11.00
POSTAGE .50
#12912 C777 R01 T10:22
JUN 25 86

2. SECURED PARTY

Name RCA Service Company A Division of RCA Corporation, Cherry Hill, NJ 08358

Address 9020 Red Branch Road

Columbia, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

All RCA Television Receivers, ~~RCA Telephones~~ and Accessories, and associated Equipment and Systems--Present and Future.

RECEIVED FOR RECORD
AND RECORDED IN THE LAND RECORDS OF
1986 JUN 25 AM 11:22
E. AUBREY COLLISON
CLERK

CR CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X [signature]
(Signature of Debtor)

Mark C. Licata
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

[signature]
(Signature of Secured Party)

J. F. Chiuchiolo
Type or Print Above Signature on Above Line

Mailed to Secured Party

BOOK 499 PAGE 309 262414

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Taylor, Eula V.
Kiser, Dennis T.
Severn MH Park
7959 Telegraph Rd.
Severn, MD 21144

2. Secured Party(ies) and address(es)

Chesapeake Mobile Homes
~~XXXXXXXXXXXXXXXXXXXXXXXX.~~
~~XXXXXXXXXXXXXXXXXXXXXXX~~
10039 N. Second Ave.
Laurel, MD 20707

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
#12913 C777 R01 T10:23
JUN 25 86

4. This financing statement covers the following types (or items) of property:

1986 Liberty-Liberty 14x70 s/n 08-L-56325
Together with all appliances, equipment, accessories, parts and accessions thereon and thereto all substitutions, replacements or additions therefore, and all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor and secured party.

5. Assignee(s) of Secured Party and Address(es)

All Valley Acceptance Co.
P.O. Box 668
Uniontown, PA 15401

1986 JUN 25 AM 11:22
MONTGOMERY COUNTY
CLERK OF CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Eula V. Taylor & Dennis T. Kiser

All Valley Acceptance Co.

By: Eula V. Taylor / Dennis T. Kiser
Signature(s) of Debtor(s)

Title

By: Thomas Regan Manager
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Mailed to Assignee

MD State
AA Co.
PG Co
Montg Co.

BOOK 499 PAGE 310 262415

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is $ _____
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Mastercraft Interiors, Inc.

1) 6800 Distribution Dr./Beltsville, Md. 20705
(~~Name~~) Address
2) 795 Rockville Pike/Rockville, Md. 20852
(Address)
3) 1405 Forest Drive/Annapolis, Md. 21401
(Address)

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Jackie D. Snead
(Name of Loan Officer)
P.O. Box 1596 Banc 101-503
(Address)
Baltimore, MD 21203

RECORD FEE 11.00
POSTAGE .50
#12917 C777 R01 T10:27
JUN 25 86

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents,general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Mastercraft Interiors, Inc. (Seal)
D. Gomez Sec/Treas (Seal)
(Signature)
Dan Gomez
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

The First National Bank of MD (Seal)
Jackie D. Snead (Seal)
(Signature)
Loan Administration Officer
(Print or Type Name)

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUN 25 AM 11:22
E. AUBREY COLLISON
CLERK

CR CLERK

Mailed to Secured Party

BS-0850A-8406

BOOK 499 PAGE 311

262416

☐ TO BE
☒ NOT TO BE
RECORDED IN LAND RECORDS

☐ SUBJECT TO
☒ NOT SUBJECT TO
RECORDING TAX ON PRINCIPAL AMOUNT OF $

FINANCING STATEMENT

1. Debtor(s):
STANDARD ART, MARBLE AND TILE CO., INCORPORATED
Name or Names—Print or Type
500 DiGuilian Boulevard, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

RECORD FEE 11.00
POSTAGE. .50
#12919 C777 R01 T10:32
JUN 25 86

2. Secured Party:
PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY
Name or Names—Print or Type
925 Chestnut Street, Philadelphia, PA 19107
Address--Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All proceeds and contract sums due or which may become due to the Debtor, including but not limited to proceeds from contract claims against owners and/or contractors, in connection with Debtor's contract dated January 21, 1983 with Gilbane Construction Company for the construction of the so-called Sohio Building in Cleveland, Ohio, as such contract has been amended. The proceeds of any collections and the proceeds of any litigation are included as collateral.

1986 JUN 25 AM 11:22
E. AUBREY COLLISON
CLERK

Proceeds of collateral ☒ are ☐ are not covered.

DEBTOR(S): STANDARD ART, MARBLE AND TILE CO., INCORPORATED
(Signature of Debtor)
Type or Print
(Signature of Debtor)
Type or Print

SECURED PARTY: PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY
(Company, if applicable)
(Signature of Secured Party)
SANFORD A. HARRIS, AGENT
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address WEINBERGER, WEINSTOCK, SAGNER, STEVAN & HARRIS, P.A.
345 N. Charles Street, Baltimore, Maryland 21201
Mail to

9

BOOK 499 PAGE 312 262417

☐ TO BE ☒ NOT TO BE } RECORDED IN LAND RECORDS

☐ SUBJECT TO ☒ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF $

FINANCING STATEMENT

1. Debtor(s):
STANDARD ART, MARBLE AND TILE CO., INCORPORATED
Name or Names—Print or Type
500 DiGuilian Boulevard, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

RECORD FEE 11.00
POSTAGE. .50
#12920 C777 R01 T10:32
JUN 25 86

2. Secured Party:
WEINBERGER, WEINSTOCK, SAGNER, STEVAN & HARRIS, Attorneys for Creditors*
Name or Names—Print or Type
345 North Charles Street, Baltimore, Maryland 21201
Address--Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All proceeds and contract sums due or which may become due to the Debtor, including but not limited to proceeds from contract claims against owners and/or contractors, in connection with Debtor's contract dated January 21, 1983 with Gilbane Construction Company for the construction of the so-called Sohio Building in Cleveland, Ohio, as such contract has been amended. The proceeds of any collections and the proceeds of any litigation are included as collateral.

* See Creditors listed in Schedule A annexed hereto.

Proceeds of collateral ☒ are ☐ are not covered.

1986 JUN 25 AM 11:22
E. AUBREY COLLISON
CLERK

DEBTOR(S): STANDARD ART, MARBLE AND TILE CO., INCORPORATED
(Signature of Debtor)
Type or Print
(Signature of Debtor)
Type or Print

SECURED PARTY: WEINBERGER, WEINSTOCK, SAGNER, STEVAN & HARRIS, P.A., ATTORNEY FOR CREDITORS
(Company, if applicable)
Sanford A. Harris
(Signature of Secured Party)
SANFORD A. HARRIS, TREAS
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address WEINBERGER, WEINSTOCK, SAGNER, STEVAN & HARRIS, P.A.
345 N. Charles Street, Baltimore, Maryland 21201

Mail to

SCHEDULE A TO AGREEMENT AND FINANCING STATEMENT

The creditors represented by the law firm of Weinberger, Weinstock, Sagner, Stevan & Harris, P.A. are as follows:

1.	Air Products & Chemicals Inc.	4,295.15
2.	Buckingham Virginia Slate Corp.	10,051.91
3.	W. C. Chapman & Son, Inc.	4,125.75
4.	Emery Worldwide	134.15
5.	Purolator Courier Corp. (Judgment entered in the District Court of Maryland for Anne Arundel County on March 28, 1985)	2,574.25
6.	Maryland Casualty Company	10,286.00
7.	Saveway International	329.10
8.	Shapiro Equipment Corporation	1,094.38
9.	United Oil Company	666.08
10.	Wells Fargo Guard Services	12,309.21
11.	Preston Trucking Company, Inc. of Maryland	896.19
12.	Guardian Life Insurance Company	10,199.99
TOTAL		$56,962.16

Mail to Mailed to Secured Party

Anne Arundel 212 44 3104 6/11 A

BOOK 499 PAGE 314

262413

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. **SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ N/A

If this statement is to be recorded in land records check here ☐

This financing statement Dated_____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR FORAKER, HOWARD / PRESIDENT

   Name Stevens Enterprises, Inc.

   Address Chinquapin Round Road, Annapolis, MD 21401

2. SECURED PARTY

   Name John Deere Company

   Address 4949 Court Street & Deere Road

   Syracuse, NY 13221

   Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 12.00
POSTAGE .50
#12923 C777 R01 T10:43
JUN 25 86

Used John Deere 90 Skid Steer loader
w/bucket

S/N 1120383M

CR CLERK

1986 JUN 25 AM 11:22

E. AUBREY COLLISON
CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

   ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

   ☑ (Proceeds of collateral are also covered)

   ☐ (Products of collateral are also covered)

Stevens Enterprises Inc
(Signature of Debtor)

Stevens Enterprises
Type or Print Above Name on Above Line

(Signature of Debtor)

Howard E. Foraker, Sr.
Type or Print Above Signature on Above Line

Robert P. Murphy
(Signature of Secured Party)

Robert P. Murphy, Administrator
Type or Print Above Signature on Above Line

Mailed to Secured Party

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

BOOK 499 PAGE 315 262410

M# ~~30203-1~~

FINANCING STATEMENT

File No. _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR

Gary A. Speigle Contractor
P.O. Box 404
Savage, MD 20763
Machine located in Cape St. Clair, MD

County:- Anne ArunCounty

SECURED PARTY

ALBAN TRACTOR CO. INC.
8531 Pulaski Highway
Baltimore County, Maryland 21237

ASSIGNEE OF SECURED PARTY:

RECORD FEE 11.00
POSTAGE .50
#12925 C777 R01 T10:47
JUN 25 86

This financing statement covers the following items of personal property:

		MANUFACTURER	MODEL	TYPE	SERIAL NO.
1	Used	Caterpillar	225	Hyd. Excavator	51U4324

This transaction is exempt from the Recordation Tax.

Date: June 17, 1986 Proceeds of Collateral are covered.

DEBTOR

Gary A. Speigle Contractor

By: _____

Gary A. Speigle, Owner
(Type Name and Title)

SECURED PARTY

ALBAN TRACTOR CO., INC.

By: _____

MANAGER,
FINANCIAL SALES
(Type Name and Title)

Return to: ALBAN TRACTOR CO INC P O BOX 9595, BALTIMORE, MD 21237

FS 10M 1/76

Mailed to Secured Party

CLERK

1986 JUN 25 AM 11:22

E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 316

262450

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

GILBERT A. KELLER, Individually and T/A KELTRON
1871 Betson Avenue, P. O. Box 177,
Odenton, Anne Arundel County, MD 21113

RECORD FEE 12.00
POSTAGE .50
#12927 C777 R01 T10:49
JUN 25 86

2. NAME AND ADDRESS OF SECURED PARTY:

SMALL BUSINESS ADMINISTRATION (an Agency of the U.S. Government)
10 N. Calvert St., 3rd Floor, Baltimore, MD 21202

3. This Financing Statement covers all:

[X] Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.

[X] Inventory, raw materials, etc., including after acquired and proceeds.

[X] Accounts, including after acquired, and proceeds.

[X] Contract rights, including after acquired, and proceeds.

[ ] Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.

[X] Business Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

[ ]

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: N/A.

5. This transaction is [XX], is not [ ] exempt from the recordation tax. Principal amount of the Debt is $ N/A.

1986 JUN 25 AM 11:22
AUDREY COLLISON
CLERK

DEBTOR:

Gilbert A. Keller (SEAL)
Gilbert A. Keller, Individually
and T/A Keltron

1250

AFTER RECORDATION RETURN TO:

Small Business Administration
10 N. Calvert St., 3rd Floor
Baltimore, MD 21202

Mailed to Secured Party

86398
A.A. Co.
262451

BOOK 499 PAGE 317

☐ TO BE ☒ NOT TO BE } RECORDED IN LAND RECORDS

☐ SUBJECT TO ☒ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF $

FINANCING STATEMENT

1. Debtor(s):
   CALVIN SHILLING
   Name or Names—Print or Type
   156 LONG POINT CT. ANNE ARUNDEL COUNTY PASANDA MD. 21122
   Address—Street No., City - County State Zip Code
   Name or Names—Print or Type
   Address—Street No., City - County State Zip Code

2. Secured Party:
   HARBOR LEASING ASSOC.
   Name or Names—Print or Type
   701 Cathedral Street
   Baltimore, Maryland 21201
   Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
   Audio tel car phone

RECORD FEE 11.00
#12928 C777 R01 T10:50
JUN 25 86

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

1986 JUN 25 AM 11:22
AUDREY J. COLLISON
CLERK

DEBTOR(S):

(Signature of Debtor)

CALVIN SHILLING, Pres.
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Harbor Leasing Associates
(Company, if applicable)

(Signature of Secured Party)

Mark M. Caplan, partner
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201

Lucas Bros. Form F-1

CR CLERK

Mailed to Secured Party

86 365
A.A. Co.

262452

BOOK 499 PAGE 318

☐ TO BE ☒ NOT TO BE } RECORDED IN LAND RECORDS

☐ SUBJECT TO ☒ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF $_____

FINANCING STATEMENT

1. Debtor(s):
   PAINEWEBBER MORTGAGE FINANCE INC.
   Name or Names—Print or Type
   590 BENFIELD ROAD SEVERNA PARK, MD 21146
   Address—Street No., City - County State Zip Code

   Name or Names—Print or Type
   Address—Street No., City - County State Zip Code

2. Secured Party:
   HARBOR LEASING ASSOC.
   Name or Names—Print or Type
   701 Cathedral Street
   Baltimore, Maryland 21201
   Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

   savin copier

RECORD FEE 11.00
POSTAGE .50
#12929 C777 R01 T10:51
JUN 25 86

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

CR CLERK

1986 JUN 25 AM 11:22
E. AUDREY COLLISON
CLERK
ANNE ARUNDEL COUNTY

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S): SECURED PARTY:

(Signature of Debtor)

RICHARD N. MILLER, VICE PRESIDENT
Type or Print

Harbor Leasing Associates
(Company, if applicable)

(Signature of Debtor)

(Signature of Secured Party)

Type or Print

Mark M. Caplan, partner
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201

Lucas Bros. Form F-1

11 50

Mailed to Secured Party

86317
Anne Arundel

BOOK 499 PAGE 319

262453

☐ TO BE ☒ NOT TO BE } RECORDED IN LAND RECORDS

☐ SUBJECT TO ☒ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF $

FINANCING STATEMENT

1. Debtor(s):

American Interstate Commercial Development Corporation
Name or Names—Print or Type
7310 Ritchie Highway, Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.
Name or Names—Print or Type
701 Cathedral Street
Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1-Model 7020 Savin Copier. s/n 7560152819

RECORD FEE 11.00
POSTAGE .50
#12930 C777 R01 T10:51
JUN 25 86

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

1986 JUN 25 AM 11:22
E. AUBREY COLLISON
CLERK
CR CLERK

DEBTOR(S):

(Signature of Debtor)

Wilfred T. Azar, Jr. pres.
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Harbor Leasing Associates
(Company, if applicable)

(Signature of Secured Party)

Mark M. Caplan, partner
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201

Lucas Bros. Form F-1

115

Mailed to Secured Party

Anne Arundel
85288

BOOK 499 PAGE 320 262451

☐ TO BE / ☒ NOT TO BE — RECORDED IN LAND RECORDS

☐ SUBJECT TO / ☒ NOT SUBJECT TO — RECORDING TAX ON PRINCIPAL AMOUNT OF $_____

FINANCING STATEMENT

1. Debtor(s):

O'Leary's Seafood Restaurant
Name or Names—Print or Type
7304 Parkway Drive South, Hanover, MD 21076
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.
Name or Names—Print or Type
701 Cathedral Street
Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See attached list

RECORD FEE 17.00
POSTAGE .50

4. If above described personal property is to be affixed to real property, describe real property. #12931 C777 R01 T10:52

JUN 25 86

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

1986 JUN 25 AM 11:23
E. AUBREY COLLISON
CLERK

DEBTOR(S):

X Thomas J. O'Leary
(Signature of Debtor)
Thomas J. O'Leary, President
Type or Print

X Jeanne A. O'Leary
(Signature of Debtor)
Jeanne A. O'Leary
Type or Print

SECURED PARTY:

Harbor Leasing Associates
(Company, if applicable)

(Signature of Secured Party)
Mark M. Caplan, partner
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201

Lucas Bros. Form F-1

17.00
.50

EKLOF & COMPANY, INC. 612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297

PHONE (301) 539-5030

NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

INVOICE NO. 48534

ORDER DATE 10/23/85

INVOICE DATE

SOLD TO: O'Leary's Seafood Restaurant

Parkway Drive South

ADDRESS: Hanover, Md. 21076

CITY STATE ZIP

SHIP TO

ADDRESS

CITY STATE ZIP

CUSTOMER NO. | CUSTOMER P.O. NO. | WRITTEN BY: John B. | DEPOSIT & CHECK NO.

TERMS: 1½% per month Service Charge will be added if not paid according to the above terms.

SHIP VIA, TIME & SCHEDULED SHIP DATE | PHONE(S) & PERSON(S) TO CONTACT | HONOR BACK ORDERS | ORDER FILLED BY | NO. OF PIECES

ACCOUNTS RECEIVABLE

BOOK 499 PAGE 321

OFFICE	LOC	QUAN ORDERED		NUMBER	MAKE	DESCRIPTION	QUAN. SHIPPED	UNIT PRICE	NET	EXTENSION
		1ea.	**			Sheet Metal Craft custom exhause fan	1			15,500.00
		1ea.	**			Vulcan Hart 7845-AB 4 burner range S/N 851948	1			1,600.00 ✓
		1ea.	**			Vulcan Hart SG7845-AB 4 burner range w/conv. oven S/N 851947	1		XXXXXXX	2,175.00 ✓
		1ea.	**			Vulcan Hart 7844L modular broiler w/stand S/N 851986	1			1,775.00 ✓
		1ea.	**			Vulcan Hart SG-10 snorkel convection oven S/N 8594785	1			2,410.00 ✓
		1ea.	**			Dunhill custom chef's table	1			7,490.00 ✓
		2ea.	**			Hatco GRAH-60 heat lamps - in chef's table S/N 21532-59 S/N 21523-59	2		125.00	250.00 ✓
		1ea.	**			Dunhill custom salad preptable	1			3,140.00 ✓
		1ea.	**			Dunhill MD108 custom cold pan Trouble	1			2,740.00 ✓
		1ea.	**			Manitowac 1103W ice machine cuber S/N 851122337 S/N 860160376	1		XXXXXXX	4,080.00 ✓
		1ea.	**			Ice-O-Matic MF-600WP flaker S/N F531-00052W	1			2,600.00 ✓

CTN.	NOTES: BIN S/N 87771	SUB TOTAL	43,820.00
CTU.		SALES TAX	137.00
CTS.		SHIPPING CHARGES	POSTED
TOTAL	SHIPPED OR DELIVERED BY DATE: / COLLECT ON DELIVERY / RECEIVED BY:	TOTAL	43,957.00

EKLOF & COMPANY, INC. 612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297

INVOICE NO. 48535

PHONE (301) 539-5030

NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

ORDER DATE 10/23/85 | INVOICE DATE 10-30-85

SOLD TO	SHIP TO
O'Leary's Seafood Restaurant	
7301 Parkway Drive South	
ADDRESS: Hanover, Maryland 21076	ADDRESS
CITY STATE ZIP	CITY STATE ZIP

CUSTOMER NO	CUSTOMER P.O. NO	WRITTEN BY	DEPOSIT & CHECK NO	TERMS
		John B.		1½% per month Service Charge will be added if not paid according to the above terms.

SHIP VIA, TIME & SCHEDULED SHIP DATE	PHONE(S) & PERSON(S) TO CONTACT	HONOR BACK ORDERS	ORDER FILLED BY	NO. OF PIECES

ACCOUNTS RECEIVABLE

OFFICE	LOC	QUAN. ORDERED	S	NUMBER	MAKE	DESCRIPTION	QUAN. SHIPPED	UNIT PRICE	NET	EXTENSION
BOOK 499 PAGE 322		1ea.				Delfield 6025-S Single door refrigerator S/N 120657	1			1450.00
		1ea.	**			Washington 6X7230 72x30 worktable	1			380.00
		1ea.	**			Washington 6x6030 60"x30" worktable	1			330.00
		1ea.	**			Washington 6x4830 48"x30" worktable	1			310.00
		1ea.	**			Washington 6x9630 96"x30" worktable	1			450.00
		1ea.				Washington 716-1-242414 Single comp. sink	1			366.00
		1ea.				Washington custom clean & soiled dishtables	1			3850.00
		1ea.				Washington WSB-3-602414-24L&R 3 comp. sink	1			905.00
		1ea.	**			Lang MM-36-O Cheese melter S/N D-45480	1			1245.00
		2ea.				Perlick TS-360H 3' ice chest w/bottle wells N/A	2		420.00	840.00
		1ea.				Perlick 7262D flat top cooler S/N 273385	1			1210.00

CTN.	NOTES	SUB TOTAL	11,336.00
CTU.		SALES TAX	431.05
CTS.		SHIPPING CHARGES	POSTED
TOTAL	SHIPPED OR DELIVERED BY DATE: / COLLECT ON DELIVERY / RECEIVED BY:	TOTAL	11,767.05

EKLOF & COMPANY, INC. 612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297

PHONE (301) 539-5030

NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

INVOICE NO. 48884

ORDER DATE 11/5/85

INVOICE DATE 11-6-85

SOLD TO: O'Leary's Seafood Restaurant

~~7770~~ 7304 Parkway Drive South

ADDRESS: Hanover, Md. 21076

CITY STATE ZIP

SHIP TO:

ADDRESS:

CITY STATE ZIP

CUSTOMER NO. | CUSTOMER P.O. NO. | WRITTEN BY: John B. | DEPOSIT & CHECK NO.

TERMS: Applying to Account
1½% per month Service Charge will be added if not paid according to the above terms.

SHIP VIA, TIME & SCHEDULED SHIP DATE | PHONE(S) & PERSON(S) TO CONTACT | HONOR BACK ORDERS | ORDER FILLED BY | NO. OF PIECES

ACCOUNTS RECEIVABLE

Mailed to Secured Party

OFFICE	LOC.	QUAN ORDERED	B O	NUMBER	MAKE	DESCRIPTION	QUAN SHIPPED	UNIT PRICE	NET	EXTENSION
		1		RFS-126NUT	Traulsen	fish file S/N 192018	1			2650.00
		1		GHT-1-32WUT	Traulsen	½ dpr refrigerator S/N 192019	1			1860.00
		1	**	1000TH-I	Alto-Sham	cook and hold oven S/N 4271-5	1			3800.00
		1	**	VCM-25	Berkel	vertical cutter/mixer S/N 71073412	1			4925.00
		1	**	CET-5	Cleveland	convection steamer - counter S/N 10298506	1			2200.00
		1	**		Cleveland	double convection steamer S/N 10078520	1			5350.00
		1			Custom Sheet Metal Craft	s/s wall panels (already del.)	1			560.00

BOOK 499 PAGE 323

TOM O

CTN.	NOTES	SUB TOTAL	21,345.00
CTU.		SALES TAX	253.50
CTS.		SHIPPING CHARGES	POSTED
TOTAL	SHIPPED OR DELIVERED BY DATE: / COLLECT ON DELIVERY / RECEIVED BY:	TOTAL	21,598.50

A. A. Co.
A/C# 02902-3

BOOK 499 PAGE 324

262455

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 32,000.00

If this statement is to be recorded in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of $224.00

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foy, Wayne F. T/A W. F. Foy and Sons

Address 842 Swift Road, Pasadena, MD 21122

2. SECURED PARTY

Name Credit Alliance Corporation

Address P. O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 18.00
RECORD TAX 224.00
POSTAGE .50
#12933 C777 R01 T10:56
JUN 25 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1986 JUN 25 AM 11:23
E. AUBREY COLLISON
CLERK

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Wayne F. Foy T/A W. F. Foy and Sons

Wayne Foy Owner
(Signature of Debtor)

Wayne F. Foy
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Philip D. Cooper Vice President
Type or Print Above Signature on Above Line

18
224.50

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

BOOK 499 PAGE 325

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 16th day of June, 1986 by and between

Wayne F. Foy T/A W. F. Foy and Sons having his principal place of business at 842 Swift Road, Pasadena, MD 21122

"Mortgagor", and Credit Alliance Corporation "Mortgagee".

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligatons, time being of the essense hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest commissions obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale, Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, succcessors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever tenders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST: Wayne F. Foy T/A W. F. Foy and Sons (Seal)
Mortgagor

Secretary By Wayne Foy Owner (Title)

. . . . .

STATE OF
COUNTY OF } SS

Wayne F. Foy being duly sworn, deposes and says

1. He is the Owner of W. F. Foy and Sons (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____

day of _____, 19 ____ Wayne Foy Owner

NOTARY PUBLIC

. . . . .

STATE OF _____, COUNTY OF _____ SS

I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this

_____ day of _____, 19 _____, in (Place) _____ in said County, before me personally appeared

_____ to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

_____ of _____

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal) _____ NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 16, 19 86 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	John Deere Excavator	690B	007469T
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Wayne F. Foy T/A
W. F. Foy and Sons

By: Wayne Foy Owner

Mailed to Secured Party

BOOK 499 PAGE 328

262456

MARYLAND FINANCING STATEMENT

UCC-1

☐ Not Subject to Recordation Tax

☐ Recordation Tax of $_____ on Principal Amount of $_____ is enclosed/ has been paid (strike inapplicable phrase).

For Filing Officer

File No.: _____

Record Reference: _____

Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Edward Lilly
(Name or Names)
586 Wayward Ct, Annapolis Md 21401
(Address)

DEBTOR: _____
(Name or Names)
_____
(Address)

2. SECURED PARTY: WRRO Leasing Co.,III
(Name or Names)
341 N. Calvert St, Baltimore Md 21202
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: _____
(Name or Names)
_____
(Address)

4. This Financing Statement covers the following types (or items) of property:

1-AT & T Personal Computer
Model #6300
Serial Numbers: 113101
212101
281107
591102
343104
228102

RECORD FEE 11.00
POSTAGE .50
#12934 C777 R01 T10:57
JUN 25 86

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collatteral are also covered: Yes ☐ No ☐

DEBTOR(S):
Edward Lilly
By: _____ (Title)
(Type or print name of person signing)

By: _____ (Title)
(Type or print name of person signing)

SECURED PARTY:
WRRO Leasing Co., III
By: _____
STUART R. ROMBRO
(Type or print name of person signing)

Return To: 1150

Mailed to Secured Party

FILED AND RECORDED
ANNE ARUNDEL COUNTY
1986 JUN 25 AM 11:23
CLERK
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 329 BOOK 4094 PAGE 124 262405

To be Recorded in the Land Records and in the Financing Statement Records of Anne Arundel County, Maryland and among the Financing Statement Records of the State Department of Assessments and Taxation.

This Financing Statement is subject to recording tax of: $ -0-

On the Principal Amount of: $ -0-

all of

Which was paid to the Clerk of the Circuit Court of Anne Arundel County upon filing of a Deed of Trust.

FINANCING STATEMENT

1. Debtor: Arnold 1509 Ritchie Joint Venture
c/o Chaconas, Plucis, Plavner
1521 Ritchie Highway
Arnold, Maryland 21012

RECORD FEE 26.00
POSTAGE .50
RECEIVED FOR RECORD 11:30 JUN 25 86

RECORD FEE 27.00
POSTAGE .50
RECEIVED FOR RECORD 11:30 JUN 25 86

2. Secured Party: Baltimore Federal Financial, F.S.A.
300 East Lombard Street
P.O. Box 116
Baltimore, Maryland 21202

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, and furnishings, and other chattels and tangible personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property described below, including, by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pic-

BFF:4385.25-39

C. B. CLERK

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUN 25 AM 11:49
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUN 25 AM 11:49
E. AUBREY COLLISON
CLERK

26.00 27.00

tures, awnings and shades, signs and shrubbery, for long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the real property described below, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the real property described below, which are intended to be used for the purpose of erecting, renovating, restoring or repairing any building, structure or improvement of the real property described below, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and moulding, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.

c. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modifications, or amendment thereof.

d. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks, soil and the like (including oil and gas) which have not been extracted from the real property described below.

e. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

f. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.

g. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real estate described below.

4. This financing statement is not to be construed as an admission that any lease as to which this statement may relate between "Secured Party" and "Debtor" constitutes a Security Agreement.

5. All contract rights of and from the herein described property or any parties thereof.

6. All of the terms as used herein shall have the same respective meanings as are given to those terms in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended.

7. All of the Debtors' right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtors in any capacity, including, but not limited to, any balance of any share belonging to the Debtor of any deposit or other account with the Secured Party.

8. The above described personal property is to be affixed to the real estate described in Exhibit A, attached hereto, being the same lot of ground and improvements thereon, if any known as: 1509 Ritchie Highway, Anne Arundel County, Maryland and described in a Deed of Trust and Security Agreement of even date herewith and recorded among the Land Records from the Debtor to the Trustees named therein for the benefit of the Secured Party. The record owner of such real estate is the Debtor.

BFF:4385.25-41

9. The proceeds (including insurance proceeds) and products of collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions or accretions to or of any of the above described collateral.

WITNESS:

SECURED PARTY:

BY: _____ (SEAL)
J. David Kommalan
Senior Vice President

DEBTOR:

ARNOLD 1509 RITCHIE
JOINT VENTURE

_____ (Seal)
Leonard Cantor

_____ (Seal)
James G. Chaconas

_____ (Seal)
Victor Plavner

_____ (Seal)
Astrida Turkopuls

_____ (Seal)
A. Antonia Plucis

TO FILING OFFICER: After this Statement has been recorded, please return to: R. Samuel Jett, Jr., Esq. STEIN & JETT, P.A., Suite 224, 7801 York Road, Towson, MD 21204.

BFF-4385.25-55

EXHIBIT A

PROPERTY DESCRIPTION

Known as: 1509 Ritchie Highway
Third Election District
Arnold, Anne Arundel County, MD 21012

All that lot of ground situate, lying and being in Anne Arundel County, State of Maryland, in the Third District and described as follows, that is to say:

BEGINNING for the same at a stake on the south side of Baltimore and Annapolis Boulevard, said point of beginning being North thirty-nine degrees twenty-five minutes West three hundred fifty-seven and eight-tenths feet from the northwest corner of the lot previously conveyed to Christian Rocklitz and wife; thence South sixty-nine degrees West four hundred twenty-eight and six-tenths feet; thence North thirty-one degrees fifty-two minutes West ninety-seven and five-tenths feet; thence North sixty-nine degrees East four hundred nineteen and three-tenths feet to a stake on the south side of said Boulevard; thence South thirty-seven degrees twenty-five minutes East one hundred feet to the place of beginning.

SAVING AN EXCEPTING therefrom, all those portions which by two deeds dated March 14, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 176, folios 426 and 428, were granted and conveyed by George J. Schaeffer et al, to the State of Maryland, to the use of the State Roads Commission of Maryland, all as shown on State Roads Commission of Maryland Plats Nos. 2839 and 2840, subject to easements in favor of the State Roads Commission of Maryland, as shown on said Plats.

Together, with the buildings and improvements thereon erected, made or being; and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

BEING all that lot or parcel of ground which, by deed dated November 10, 1965, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1921, folio 599, was granted and conveyed by Palmer S. Jones and Anne F. Jones, his wife unto Philip W. Keister and Virginia J. Keister, his wife.

BEING all and the same property which by deed of even date herewith recorded or intended to be recorded among the Land Records of Anne Arundel County, prior to the recordation of the Deed of Trust and Security Agreement, granted and conveyed by Philip W. Keister and Virginia J. Keister, his wife unto Arnold 1509 Ritchie Joint Venture.

BFF:4385.25-56

Mail to Stein & Jett PA

STATE OF MARYLAND

BOOK 499 PAGE 334

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262451

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#13054 CTR01 T15:43
JUN 25 86

1. DEBTOR

Name Mr. Goodbuys Corporation

Address 5724 Governor Richie Hwy., Brooklyn Park, MD 21225

2. SECURED PARTY

Name Emerson Quiet Kool Corporation

Address 400 woodbine Ave.

Woodbridge, NJ 07095

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All merchandise sold by Emerson, including, but not limited to Emerson Quiet Kool Air Conditioners, Dehumidifiers and such other goods that may be sold by Emerson, presently owned by and hereafter acquired by the debtor from time to time, all chattel paper arising out of the sale of such goods, all proceeds of such goods and chattel paper and all proceeds of insurance arising from the loss of any of the foregoing in which Emerson has a security interest, and proceeds from all of the above.

CR CLERK

1986 JUN 25 PM 4:17

Secured Inventory not subject to taxation.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)

Mr. Goodbuys Corporation

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Emerson Quiet Kool Corp.

Type or Print Above Signature on Above Line

BOOK 499 PAGE 335

TERMINATION STATEMENT

Date of Original Financing Statement June 23, 1981

Identifying Number of Original Financing Statement 238491

This statement of termination is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name (Last Name First)	2. Debtor(s) Complete Address(es)	For Filing Officer (Date, Time Number)
O'Leary's Seafood Market	310 Third Street Annapolis, Maryland 21403	
3. & 4. Secured Party(ies) and Complete Address(es)	**5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)**	
Annapolis Banking & Trust Co. Annapolis, Maryland 21404	None	RECORD FEE 10.00 POSTAGE .50 #13038 C777 R01 T15:00 JUN 25 86

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to make advances, incure obligations or otherwise give value to the Debtor, and the Secured Party no longer claims a security interest with respect to the collateral covered by the Original Financing Statement bearing the file number and liber and folio number (if applicable) shown above.

This Statement to be returned after recordation to Bernstein & Feldman, P.A.

79 West Street, Post Office Box 591, Annapolis, Maryland 21404

Date of Statement of Termination of Financing

Signature of Secured Party(ies) or Assignee(s)

ANNAPOLIS BANKING & TRUST CO.

By: John M. Suit, II, Executive Vice Pres.
Authorized Agent

G.L. CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 25 PM 3:04
E. AUBREY COLLISON
CLERK

Mid Maryland Title Co., Inc.
P.O. Box 591
Annapolis, MD 21404-0591

BOOK 499 PAGE 336

TERMINATION STATEMENT

Date of Original Financing Statement June 23, 1981

Identifying Number of Original Financing Statement 238490

This statement of termination is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name (Last Name First)	2. Debtor(s) Complete Address(es)	For Filing Officer (Date, Time, Number)
Sadler's Wharf Limited Partnership	126 West Street Annapolis, Maryland 21401	
3. & 4. Secured Party(ies) and Complete Address(es)	**5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)**	
Annapolis Banking & Trust Co. Annapolis, Maryland 21404	None	RECORD FEE 10.00 POSTAGE .50 #13037 C777 R01 T15:00 JUN 25 86

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to make advances, incure obligations or otherwise give value to the Debtor, and the Secured Party no longer claims a security interest with respect to the collateral covered by the Original Financing Statement bearing the file number and liber and folio number (if applicable) stated above.

This Statement to be returned after recordation to Bernstein & Feldman, P.A.

79 West Street, Post Office Box 591, Annapolis, Maryland 21404

Date of Statement of Termination of Financing

Signature of Secured Party(ies) or Assignee(s)

ANNAPOLIS BANKING & TRUST CO.

By: John M. Suit, II, Executive Vice Pres.
Authorized Agent

1986 JUN 25 PM 3:04
E. AUBREY COLLISON
CLERK

10 50.

G.L. CLERK

Mid-Maryland Title Co., Inc.
P.O. Box 591
Annapolis, MD 21404-0591

Mail to

BOOK 499 PAGE 337 262402

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the provisions of the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

MYR-MAR, INC.
MYRTA Y. FAY and
MARTIN J. FAY
c/o Casa de Lorenzo
Jumpers Mall
8061 Governor Ritchie Highway
Pasadena, Maryland 21122

2. NAME AND ADDRESS OF SECURED PARTIES:

SALVATORE E. GLORIOSO and
MARIA GLORIOSO, his wife
160 Hayden Road
Millersville, Maryland 21108

3. This Financing Statement covers all:

a. Equipment, fixtures and furniture now owned or hereafter acquired by the Debtor, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith, now or hereafter installed thereon or affixed thereto.

b. Inventory and supplies now owned or hereafter acquired by the Debtor, and all proceeds thereof.

c. Accounts receivable now existent or hereafter created by the Debtor, and all proceeds thereof.

4. This transaction is exempt from the recordation tax.

Principal amount of this debt is $120,000.00 to creditor.

DEBTORS:

MYR-MAR, INC.

BY Myrta Y. Fay, President
Myrta Y. Fay, President

Myrta Y. Fay
Myrta Y. Fay, Individually

Martin J. Fay
Martin J. Fay, Individually

SECURED PARTY:

Salvatore E. Glorioso
SALVATORE E. GLORIOSO

Maria Glorioso
MARIA GLORIOSO

RECORD FEE 14.00
POSTAGE .50
927711 C237 R02 11:01
JUN 26 86

AFTER RECORDATION return to:
MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED
145 Main/Gorman Streets, P. O. Box 921
Annapolis, Maryland 21404

Mail to

14.00
.50

CR CLERK
RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 26 AM 10:03
E. AUBREY COLLISON
CLERK

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 921
ANNAPOLIS, MD 21404
(301) 263-5855

CITY OR COUNTY CLERK

STATE OF MARYLAND

BOOK 499 PAGE 338

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262183

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated_____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BEEBE, Bryan, M. DDS & McCULLOCH, Jeff

Address 1161 Spa Rd., Annapolis, MD., 21403

RECORD FEE 12.00
#13094 C777 M1 TOR:10
JUN 26 86

2. SECURED PARTY

Name HPSC, Inc.

Address 25 Stuart St., Boston, MA. 02116

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

SEE FORM A (ATTACHED)

RECORDED AND RECEIVED FOR RECORD
1986 JUN 26 AM 10:07
ANNE ARUNDEL COUNTY
MARYLAND
ROSIE LISON AUBREY COLLINS
CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X Bryan M. Beebe
(Signature of Debtor)

Bryan M. Beebe, DDS
Type or Print Above Name on Above Line

X Jeff McCulloch
(Signature of Debtor)

Jeff McCulloch
Type or Print Above Signature on Above Line

Lisa Nerbe
(Signature of Secured Party)

HPSC, INC.
Type or Print Above Signature on Above Line

BOOK 499 PAGE 339

REVISED

Form A

Bryan M. Beebe, DDS & Jeff McCulloch

Schedule to Equipment

Quantity	Mfg.	Item Description
1	P&C	Hustler Compressor w/corner &
1	AT	Dryer (all used)
1	Torit	Model Trimmer
1	Porter	Flowmeter & Stand
1	Weber	16" Cone for Ultra 90
1	Weber	Ultra 90 X-Ray (Used)
1	HCO	Vibrator
1	Dentec	Drs. Cart
2	Adec	Telescoping asst. arms
1	HCO	Alabama Cabinet
1	Coe	Plaster Bin
1	Sybron	M-7 Autoclave
		Less HCO Special
1	MW	8000I Hdpce. #2104058
1	D/S	MVS Jr. 3/4 HP · S/N 3407
		NON HEALTHCO EQUIPMENT
		Elec. Typewritter,
		Typewritter table
		small copier
		verticle file cabinet & roladex

Mailed to Secured Party

X Bryan M. Beebe, DDS

X Jeff McCulloch

BOOK 499 PAGE 340

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform [redacted]

1. Debtor(s) (Last Name First) and address(es)
Jones Donald + Janet
47 Winding Woods Way
Pasadena, Md. 21122

2. Secured Party(ies) and address(es)
U.S. Energy Conservation Corp.
6911 Richmond Highway
Alexandria, Virginia 22306

For Filing [illegible] and Filing [illegible]
LIBER 493
PAGE 244
259832
JAN 3 1986

4. This financing statement covers the following types (or items) of property:
5 [illegible] III
3 Two section [illegible] III

Tax Exempt
Conditional Sales Contract

5. Assignee(s) of Secured Party and Address(es)
Barclays American/Fin.
424 Maple Avenue, East
Vienna, Virginia 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

RECORD FEE 10.00
POSTAGE .50
[illegible] 2
JUN 26 [illegible]

Check [X] if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional sheets presented:

Filed with: CLERK OF THE COURT - ANN ARUNDEL COUNTY

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Barclays American Financial
By: [illegible]
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

Date June 18 1986

(3) Filing Officer Copy-Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

RECEIVED
JUN 26 92 AM 10:07
CLERK OF CIRCUIT COURT
ANNE ARUNDEL CO. MD.
CR
CLERK

POSITIVE RECORD

10.50

Mailed to Secured Party

BOOK 499 PAGE 341

263185

Financing Statement for Register of Deeds – Uniform Commercial Code

For Filing Officer

1 Debtor(s) (Last Name First) and Address(es)

Drew, John and Sandra
318 Community Rd.
Severna Park, Maryland 21146

2 Secured Party and Address

North Shore Savings & Loan
15700 W. Bluemound Rd.
Brookfield, WI 53005

RECORD FEE 12.00
POSTAGE .50
WI 3091 CTT R01 TOT: 12.5
JUN 26 86

3 No. of Additional Sheets Presented

4 This Financing Statement covers the following types (or items) of Property (Collateral):

1985 Sea Ray 390 SDSF
Twin MerCruisers

SERF4789A585-PC390SDSF526
Port: 6831150
Stbd: 6917942

5 Assignee of Secured Party and Address
23-30002998

Proceeds of collateral are covered. Products of collateral are covered unless checked ☐
If collateral is crops, the crops are growing or to be grown on:

6

SIGNATURE OF DEBTOR – TITLE

SIGNATURE OF DEBTOR – TITLE

SIGNATURE OF DEBTOR – TITLE

SIGNATURE OF DEBTOR – TITLE

7 Janet E. Clark
SIGNATURE OF SECURED PARTY OR ASSIGNEE – TITLE

Signature of Secured Party permitted in lieu of Debtor's signature:
(1) Collateral is subject to a security interest in another jurisdiction, and ☒
☒ Collateral is brought into this state;
☒ Debtor's location was changed to this state.
(2) For other situations, see s.409.402(2), Wis. Stats.

(1) Filing Officer Copy — Alphabetical

1150

CR CLERK

Mailed to Secured Party

REGISTER OF DEEDS
CROSS COUNTY
1986 JUN 26 AM 10:07
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND 262486 BOOK 499 PAGE 342

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay Ridge Liquors Inc.

Address 109 Hillsmere Drive Annapolis MD 21403

RECORD FEE 11.00
POSTAGE .50
#1313 CTT R01 T08:27
JUN 26 86

2. SECURED PARTY

Name Borg Warner Leasing a div of Borg Warner Acceptance Corp

Address PO Box 130 Levittown NY 11756

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

2 DTS 1700 Registers 1 OKI Data MDL#83 Printer 1 ITT COmputer
1 ITT MOnitor 1 Cables 2 SIerra 40 Column Printers
2 Cables 1 Retail Inventory Software

"and other equipment and all accessions, additions and replacements thereto, whether now owned or hereafter acquired. This financing Statement does not constitute, and is not to be construed as, an admission that the lease between the "Debtor" and the "Secured Party" constitutes a security agreement."

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mailed to Secured Party CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 26 AM 10:08
E. AUBREY COLLISON
CLERK

X Richard L. Warter PRES.
(Signature of Debtor)

Bay Ridge Liquors Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Roseann Corliss Asst Clerk
Roseann Corliss Accounting Clerk
(Signature of Secured Party)

BOrg Warner Leasing a div of Borg Warner Acceptance Corp
Type or Print Above Signature on Above Line

11 00 50.

BOOK 499 PAGE 343

Not Subject to Recordation Tax

FINANCING STATEMENT

May 28, 1986

1. DEBTORS:

a) MICHAEL J. CUSIMANO

b) LONG POINT MALL, INC., A Maryland corporation

Address:

601 Revell Highway
Route 50
Annapolis, Maryland 21401

as to all Debtors

2. SECURED PARTY:

THE FIRST NATIONAL BANK OF MARYLAND

Address:

25 S. Charles Street
Commercial Real Estate Div.
21st Floor
Baltimore, Maryland 21201

3. This Financing Statement covers:

SEE ATTACHED EXHIBIT "A"

4. Proceeds of collateral are also covered.

RECORD FEE 12.00
POSTAGE .50
M13117 C777 R01 T08:30
JUN 26 86

Debtors:

a) _____ (SEAL)
MICHAEL J. CUSIMANO

b) LONG POINT MALL, INC.

By: _____ (SEAL)
, President

To the Filing Officer: After this statement has been recorded please mail the same to: Carol K. Lisman, Esquire, Melnicove, Kaufman, Weiner & Smouse, P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21201-3060.

12.50

4106g/1

CR CLERK

LAW OFFICES OF
MELNICOVE, KAUFMAN,
WEINER, SMOUSE
& GARBIS, P.A.
36 S. CHARLES STREET
BALTIMORE, MD
21201-3060

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUN 26 AM 10:09
E. AUBREY COLLISON
CLERK

4106g:04/28/86:80

SCHEDULE A TO THE FINANCING STATEMENT

All of the right, title and interest of the Debtors as general partners in a Maryland general partnership organized pursuant to a General Partnership Agreement dated Sept. 18, 1974, under the name CDM JOINT VENTURE (hereinafter referred to as the "Partnership") and any amendments thereto, whether now existing or hereafter created or arising, and all of the right, title and interest of the Debtors in and to any and all distributions, issues, profits and shares of the surplus, whether cash or otherwise, and any other interest whatsoever of the Debtors, to which the Debtors are now or shall hereafter be entitled as general partners in the Partnership; together with the income and profits arising from the assigned interests in the Partnership and any other distributions, of earnings, capital or otherwise, and any and all surplus thereof, and any interest whatsoever of Debtors in the Partnership and all proceeds of any or all of the foregoing.

4106g/2

Mailed to Security Lender

LAW OFFICES OF
MELNICOVE, KAUFMAN,
WEINER, SMOUSE
& GARBIS, P.A.
36 S. CHARLES STREET
BALTIMORE, MD
21201-3060

Anne Arundel
A/C# 02909-8

BOOK 499 PAGE 345

STATE OF MARYLAND

262403

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C. E. Stoll Trucking, Inc.

Address 3710 Tanglewood Lane, Davidsonville, MD 21035

RECORD FEE 17.00
MARYLAND 1.50
TRANSFER FEE
TOTAL 18.50

2. SECURED PARTY

Name Potomac Mack Sales & Service, Inc.

Address 3371 Kenilworth Avenue, Bladensburg, MD 20710

Credit Alliance Corporation, P. O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

JUN 26 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P. O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

1986 JUN 26 AM 10:10
E. AUBREY COLLISON
CLERK

CR CLERK

C. E. Stoll Trucking, Inc.

Charles E. Stoll
(Signature of Debtor)

Charles E.Stoll
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Potomac Mack Sales & Service, Inc.

Rod Tunner V.P. Sales
(Signature of Secured Party)

Rod Tunner V.P. Sales
Type or Print Above Signature on Above Line

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

BOOK 499 PAGE 345 - A

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 17, 1986, between Potomac Mack Sales & Service, Inc., as Seller/Lessor/Mortgagee and C. E. Stoll Trucking, Inc. 3710 Tandlewood Lane Davidsonville, Maryland 21035 (Name) (Address) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfull our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, repesentations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is $ 79,790.88

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of June, 19 86

Potomac Mack Sales & Service, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By [signature] VP Sales

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA/SA

BOOK 499 PAGE 346

CONDITIONAL SALE CONTRACT NOTE

TO: Potomac Mack Sales & Service, Inc. ("Seller") **FROM:** C. E. Stoll Trucking, Inc. ("Buyer")

3371 Kenilworth Avenue Bladensburg, MD 20710 (Address of Seller)

3710 Tanglewood Lane Davidsonville, MD 21035 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) New Mack Model RD686SX, S/N 1M2P140C1GA014566 with 14 ft. Benson Steel Dump Body

(1) TIME SALES PRICE ..... $ 100,790.88

(2) Less DOWN PAYMENT IN CASH ..... $ 21,000.00

(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) $ -0-

(4) CONTRACT PRICE (Time Balance) ..... $ 79,790.88

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 3710 Tanglewood Lane Davidsonville, Maryland 21035

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Seventy nine thousand seven hundred ninety and 88/100********** ********** Dollars ($ 79,790.88)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 18th day of July, 19 86, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of $ 1,662.31 and the final installment being in the amount of $ 1,662.31 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: June 17, 19 86

Accepted Potomac Mack Sales & Service, Inc. (SEAL) (Print Name of Seller Here)

By: Rick Turner VP Sales

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

C. E. Stoll Trucking, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: Charles E. Stoll

Co-Buyer-Maker: (SEAL) (Print Name of Co-Buyer-Maker Here)

By:

This instrument prepared by

CAL 2XD(1-75) (See Instructions on Reverse Side of Last Page) © 1975 CREDIT ALLIANCE CORPORATION

1

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisidiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants foll authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) (Guarantor-Endorser) _____ (L.S.) (Guarantor-Endorser)

_____ (L.S.) (Guarantor-Endorser) _____ (L.S.) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____

_____ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

_____ _____
(Witness)

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

Signature of Seller

Mailed to Secured Party

BOOK 499 PAGE 348 262400

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)

Artis, Isaac C.
Artis, Lessie L.
1402 Rogers Lane
Severn, Maryland 21144

2 Secured Party(ies) and Address(es)

K-B Corp. T/A Central Motor Co.
7238 Fullerton Road
Springfield, VA 22150

3 Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
#13143 C777 M1 T08:56
JUN 26 86

4 This financing statement covers the following types (or items) of property:

1986 GMC 1GDV9F4R6GV527136 17' East Serial #A1458

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES ~~XXXX~~ CONTRACT SIGNED BY DEBTOR.

5 Assignee(s) of Secured Party and Address(es)

Associates Commercial Corp.
P.O. Box A
College Park, MD 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered. ☒ Proceeds of collateral are also covered ☐ Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

Isaac C. Artis
Lessie L. Artis
Jade Carter
By: Lessie Jonine Carter
Signature(s) of Debtor(s)

K-B Corp. T/A Central Motor Company
By: Gordell Perry Fenner Mgr
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

603469 Rev. 12-80

1986 JUN 26 AM 10:10
E. AUBREY NICOLLS
CLERK

125

Mailed to Secured Party

CR CLERK

(1050)

BOOK 499 PAGE 349

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242591

RECORDED IN LIBER 466 **FOLIO** 287 **ON** 10/6/83 **(DATE)**

1. DEBTOR

Name Harry Oneil Sr. & Cheryl Oneil

Address 7668 Paradise Beach Road Pasadena, MD. 21122

2. SECURED PARTY

Name Security Pacific Finance Corporation of Maryland

Address 2568A Riva Road Suite 101 Annapolis, MD. 21012

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 09/06/86

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	**B. Partial Release** ☒ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** ☐ (Indicate whether amendment, termination, etc.)

RECORDED FEE 10.00
MICROFILM .50
RECEIPT # 27101 TOB1556
JUN 26 86

RECORDED FOR RECORD
CIRCUIT COURT
1986 JUN 26 AM 10:11
E. AUBREY COLLISON
CLERK

1050

Dated June 17, 1986

Thelma Mae Hatfield
(Signature of Secured Party)

Thelma Mae Hatfield - Branch Manager
Type or Print Above Name on Above Line

G.L. CLERK

Please Return to:
SECURITY PACIFIC FINANCE CORP.
2568 A RIVA ROAD
ANNAPOLIS, MD. 21401

Mailed to Secured Party

20195 Maryland UCC- 3

262547 BOOK 498 PAGE 350

FINANCING STATEMENT
AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)	2. SECURED PARTY
Bob Miller, Inc. 830 Danza Road Severn, MD 21144	The Zamoiski Co. 1101 DeSoto Road Baltimore, Maryland 21223

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; foot waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

RECORD FEE 11.00
POSTAGE .50
013143 CTT R01 T08:58
JUN 26 86

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

1 To

DEBTOR: SECURED PARTY:

Bob Miller, Inc.
(Type Name)

THE ZAMOISKI CO.

X By: Robert A. Miller (SEAL) By: John J. Mulky

By: _____ (SEAL) _____ 19 ____
(Date Signed by Debtor)

1986 JUN 26 AM 10: 11
E. AUBREY COLLISON
CLERK

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa. - Inventory

BOOK 499 PAGE 351

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE

Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the aforegoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party, and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an Independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this Agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business; death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously being cured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

Mailed to Secured Party

BOOK 499 PAGE 352

MARYLAND FINANCING STATEMENT

262513

(xx) Not Subject to Recordation Tax
( ) Recordation Tax of $_____ on Principal Amount of $_____is enclosed/has been paid (strike inapplicable phrase).

For Filing Officer

File No.:_____
Record Reference:_____
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Black Tie Productions, Inc.
(Name or Names)
649 Shore Rd. Severna Park, Maryland 21146
(Address)

LESSEE_____
(Name or Names)
_____
(Address)

11.00
.50
1986 JUN 26 AM 10:05
JUN 26 86

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Baltimore Federal Financial, F.S.A.
(Name or Names)
P. O. Box 116 Baltimore, Maryland 21203
(Address)

4. This financing Statement covers the following types (or items) of property:
1 - Cross Point Latch Switcher #6119 TJG
1 - Tektronix Veterscope Model #TK14200PR1, S/N 65626
1 - Videotek Wave Form Monitor Model #VTTSM60, S/N A11855023
1 - Chyron Graphics Generator VP2
1 - Prime Image Time Based Corrector

CR CLERK
1986 JUN 26 AM 10:11
MARYLAND
ANNE ARUNDEL COUNTY
E. AUDREY COLLISON
CLERK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE
Black Tie Productions, Inc.
By: James C. Giannotti President
(Title)
James C. Giannotti
(Type or print name of person signing)

By:_____
(Title)
_____
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Gordon T. Hill President
(Title)
Gordon T. Hill
(Type or print name of person signing)

Return to: Baltimore Federal Financial, F.S.A.
P. O. Box 116
Baltimore, MD 21203
Mail to Attn: Nancy Gaynor

11-50

BOOK 499 PAGE 353 262490

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
THE FLOYD COMPANY
91 Aquahart Rd.
Glen Burnie, Md. 21061

2. Secured Party(ies) and address(es)
FIRST EASTERN LEASING CORP.
30 E. Padonia Rd.
Cockeysville, Md. 21030

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
JUN 26 PM 12 09:07

Liber 488
PAGE 90

4. This statement refers to original Financing Statement bearing File No. 257824
Filed with ANNE ARUNDEL Date Filed 8/9 1985

5. ☐ **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ **Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

JUN 26 86

10.
1 - Gaestemer Model 2110 Copier and Stand 65J9815
1 - Binding Machine

No. of additional Sheets presented:

FIRST EASTERN LEASING CORP.
Louise E. Neutze, V.P.
By: Louise E. Neutze
Signature(s) of Secured Party(ies)

By:
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy – Alphabetical **STANDARD FORM - FORM UCC-3**

1986 JUN 26 AM 10: 11
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

STATE OF MARYLAND

BOOK 499 PAGE 354 JUN 05 1986

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262491

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $

If this statement is to be recorded in land records check here. ☐

This financing statement Dated June 2, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Pizza, Inc.

RECORD FEE 11.00
POSTAGE .50

Address 110 Hillsmere Rd., Annapolis, MD

2. SECURED PARTY

Name TSM Leasing, Inc.

WATERS CTR 01 T09:11
JUN 26 86

Address 24 Frank Lloyd Wright Drive, Ann Arbor, MI 48105

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
(For information only this is a lease)

The equipment described below together with all substitutions, attachments, modifications, additions, improvements, instruments and accessions now or at any time hereafter made to or incorporated in the Equipment, and all proceeds thereof, except such equipment as may be attached to or connected with the Equipment as permitted by the Lease with respect thereto without becoming subject to such Lease.

Name and address of Assignee
Manufacturers National Bank of Detroit
29201 Telegraph Rd.
2nd Floor/Regional Banking Div.
Southfield, MI 48034

NOT SUBJECT TO RECORDATION TAX

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Annapolis Pizza, Inc.

X Sharon Rickert
(Signature of Debtor)

SHARON RICKERT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TSM Leasing, Inc.

Joyce Archenbronn
(Signature of Secured Party)

Joyce Archenbronn, Adm. Sec.
Type or Print Above Signature on Above Line

CR CLERK

RECEIVED FOR RECORD
CHARLES COUNTY, MD.
1986 JUN 26 AM 10:12
E. AUBREY COLLISON
CLERK

11.50

Debtor

Annapolis Pizza, Inc.
110 Hillsmere Rd.
Annapolis, MD

Secured Party

BOOK 499 PAGE 355

TSM Leasing, Inc.
24 Frank Lloyd Wright Drive
Ann Arbor, MI 48105

6' stainless steel work counter w/shelf/Advance, 6' stainless steel work counter w/o shelf Advance, 8' stainless steel work counter w/o shelf Advance, 7' refrigerated makeline Stanley Knight, 2'x2' stainless steel table Advance, 7' stainless steel cut table w/ cash drawer, 3-tier shelf unit, heat lamps-Advance, stainless steel hand sink w/faucet and P-trap Advance, mop sink/Advance, faucet for mop sink/Advance, hanger for mop/Advance, mop hose and hanger/Advance, 3 compartment sink, walk-in cooler 8x12 Masterbilt, Triphase 60 ovens CTX, stainless steel work table 30x60 Advance, Amomo polyguard coated shelving DN18x60 PO, Kenmore all in one laundry system washer/dryer, heat shield Ready-Access, low vel. evaporator, outside 1 ph 230V compressor.

Mailed to Secured Party

Annapolis Pizza, Inc.
x Sharon Rickert

TSM Leasing, Inc.
Joyce Oosterhouse, Admin

262549

BOOK 499 PAGE 356

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)

Davco Food, Inc.
1657 Crofton Blvd.
Crofton, Maryland 21114

2. Secured Party(ies) and address(es)

Mellon Financial Services Corp.
1415 W. 22nd St., Suite 1200
Oak Brook, Illinois 60521

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 15.00
POSTAGE .50
01:34:42 CTT R01 T09:13
JUN 26 86

4. This financing statement covers the following types (or items) of property:

See attached Description of Collateral.

Total indebtedness subject to Recordation Tax is $1,857,142.86. Recordation Tax of $6,129.75 paid to Maryland Department of Assessment and Taxation.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check [X] if covered: [X] Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County, MD

Davco Food, Inc.

By: _____
Signature(s) of Debtor(s)
Walter J. Spear/Vice President Finance

Mellon Financial Services Corporation

By: _____
Signature(s) of Secured Party(ies)
Will C. Grosch/Document Manager

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 26 AM 10: 12
E. AUBREY COLLISON
CLERK

DESCRIPTION OF COLLATERAL

to that certain UCC Financing Statement
between Davco Food, Inc. and
Mellon Financial Services Corporation

All equipment, machinery, furniture and fixtures, now owned or hereafter acquired, and located at the locations listed on the attached Exhibit A, together with all attachments, accessories, accessions, replacements and substitutions and proceeds of all of the foregoing.

X
Initials

EXHIBIT A

1. 7042 Little River Turnpike
   Annandale, VA 22003

2. 1961 Chain Bridge Road
   McLean, VA 22102

3. 902 St. Louis Avenue
   East St. Louis, IL 62201

4. 275 Mid Rivers Drive
   St. Louis, MO 63376

5. ~~9715~~ 4346 Natural Bridge Road
   St. Louis, MO 63 115

6. 714 Nursery Road
   Linthicum, MD 21090

7. MD Rt. 50 - City 6
   Easton, MD 21601

8. 9150 Rt. 108
   Columbia, MD 21045

9. 100 New York Avenue
   Washington, D.C. 20002

10. 1701 Bracknell Drive
    Reston, VA 22091

11. 1064 Northbound Rt. 3
    Gambrills, MD 21054

12. 5719 Buckeystown Pike
    Frederick MD 21701

13. 18150 Contour Road
    Gaithersberg, MD 20877

14. 641 Gravois Road
    Fenton, MO 63026

15. 601 Chestnut Street
    St. Louis, MO 63101

16. 5066 Lee Highway
    Arlington, VA 22205

17. 3101 Coastal Highway
    Ocean City, MD 21842

18. 8905 Page Avenue
    Overland, MO 63114

19. 10030 Lee Highway
    Fairfax, VA 22030

20. 4250 Nannie Helen Burroughs
    Washington, DC 20019

21. 11815 Livingston Road
    Olde Forte Village
    Fort Washington, MD 20744

22. 3300 Duke Street
    Alexandria, VA 22314

23. 14050 Baltimore Street
    Laurel, MD 20707

24. 6210 Kenilworth Avenue
    Riverdale, MD 20737

25. 825 N. Washington Street
    Alexandria, VA 22314

26. 1272 Manchester Road West
    Ellisville, MO 63011

27. 8700 Bel Air Road
    Baltimore, MD 21236

28. 855 Horstmeir Road
    St. Charles, MO 63303

29. 1504 Davis Ford Road
    Woodbridge, VA 22192

30. 4000 Jermantown Road
    Fairfax, VA 22015

31. 3900 Georgia Avenue NW
    Washington, D.C. 20011

32. 6056 Burke Commons Road
    Fairfax, VA 22015

33. 11301 Rockville Pike
    N. Bethseda, MD 20895

34. 3431 Columbia Pike
    Arlington, VA 22204

35. 6242 Greenbelt Road
    Greenbelt, MD 20770

Mailed to Secured Party

BOOK 499 PAGE 359

262402

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	3. Maturity Date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
Davco Food, Inc. 1657 Crofton Blvd. Crofton, Maryland 21114	Mellon Financial Services Corp. 1415 W. 22nd St., Suite 1200 Oak Brook, Illinois 60521	RECORD FEE 21.00 POSTAGE .50 M:TIAS C777 R01 T09:13 JUN 26 86

4. This financing statement covers the following types (or items) of property:

See attached Description of Collateral.

Total indebtedness subject to Recordation Tax is $1,857,142.86. Recordation Tax of $6,129.75 paid to Maryland Department of Assessment and Taxation.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)
- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected:

Check [X] if covered: [X] Proceeds of Collateral are also covered. [ ] Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County, MD Real Estate Records

Davco Food, Inc.

By: _____
Signature(s) of Debtor(s)
Walter J. Spear/Vice President Finance

Mellon Financial Services Corporation

By: _____
Signature(s) of Secured Party(ies)
Will C. Grosch/Document Manager

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

CLERK

FILED FOR RECORD
ANNE ARUNDEL COUNTY, MD.
1986 JUN 26 AM 10:12
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 360

DESCRIPTION OF COLLATERAL
to that certain UCC Financing Statement
between Davco Food, Inc. and
Mellon Financial Services Corporation

All equipment, machinery, furniture and fixtures, now owned or hereafter acquired, and located at the locations listed on the attached Exhibit A, together with all attachments, accessories, accessions, replacements and substitutions and proceeds of all of the foregoing.

See attached Exhibit B for Legal Land Description and Record Owner of Property.

Initials

EXHIBIT A

1. 7042 Little River Turnpike
   Annandale, VA 22003

2. 1961 Chain Bridge Road
   McLean, VA 22102

3. 902 St. Louis Avenue
   East St. Louis, IL 62201

4. 275 Mid Rivers Drive
   St. Louis, MO 63376

5. ~~9715~~ 4346 Natural Bridge Road
   St. Louis, MO 63115

6. 714 Nursery Road
   Linthicum, MD 21090

7. MD Rt. 50 - City 6
   Easton, MD 21601

8. 9150 Rt. 108
   Columbia, MD 21045

9. 100 New York Avenue
   Washington, D.C. 20002

10. 1701 Bracknell Drive
    Reston, VA 22091

11. 1064 Northbound Rt. 3
    Gambrills, MD 21054

12. 5719 Buckeystown Pike
    Frederick MD 21701

13. 18150 Contour Road
    Gaithersberg, MD 20877

14. 641 Gravois Road
    Fenton, MO 63026

15. 601 Chestnut Street
    St. Louis, MO 63101

16. 5066 Lee Highway
    Arlington, VA 22205

17. 3101 Coastal Highway
    Ocean City, MD 21842

18. 8905 Page Avenue
    Overland, MO 63114

19. 10030 Lee Highway
    Fairfax, VA 22030

20. 4250 Nannie Helen Burroughs
    Washington, DC 20019

21. 11815 Livingston Road
    Olde Forte Village
    Fort Washington, MD 20744

22. 3300 Duke Street
    Alexandria, VA 22314

23. 14050 Baltimore Street
    Laurel, MD 20707

24. 6210 Kenilworth Avenue
    Riverdale, MD 20737

25. 825 N. Washington Street
    Alexandria, VA 22314

26. 1272 Manchester Road West
    Ellisville, MO 63011

27. 8700 Bel Air Road
    Baltimore, MD 21236

28. 855 Horstmeir Road
    St. Charles, MO 63303

29. 1504 Davis Ford Road
    Woodbridge, VA 22192

30. 4000 Jermantown Road
    Fairfax, VA 22015

31. 3900 Georgia Avenue NW
    Washington, D.C. 20011

32. 6056 Burke Commons Road
    Fairfax, VA 22015

33. 11301 Rockville Pike
    N. Bethseda, MD 20895

34. 3431 Columbia Pike
    Arlington, VA 22204

35. 6242 Greenbelt Road
    Greenbelt, MD 20770

BEGINNING for the same at a point near the Center of Nursery Road, as now located, the said point being the beginning point of that land which by deed dated May 16, 1966 and recorded among The Land Records of Anne Arundel County, Maryland in Liber No. 1973 at Folio 500 was granted and conveyed by William V. Phipps, et al to John Earl Wallace and Elva Marie Wallace, his wife, thence running with all of the First or North 81° 00' 00" West 80.13 feet line and all of the Second line through Sixth lines of said land and with the said Nursery Road, as now located, as now surveyed,

(1) North 81° 05' 40" West 80.13 feet, thence leaving said road,

(2) North 12° 21' 00" East 273.36 feet to a point on and 58.40 feet from the beginn of the Fourteenth or North 84° 04' 55" West 128.60 feet line of Parcel one of that land which by deed dated July 1, 1980 and recorded among the said Land Records in Liber No. 3324 at Folio 78 was granted and conveyed by Julius M. Waghelstein, et al, to Jerome G. Zimmerman and Gerald M. David, thence running reversely with a part of said Fourteenth deed line to its origin and thence reversely with all of the Thirteenth, Twelfth and Eleventh lines of said land, recorded as aforesaid in Liber No. 3324 at Folio 78,

(3) South 77° 51' 46" East 58.40 feet to an iron pipe found,

(4) North 12° 08' 14" East 13.05 feet, and

(5) South 77° 51' 46" East 21.64 feet to a concrete monument found at the beginning of the Sixth (last) or South 12° 18' West 283.17 feet deed line of the aforesaid land recorded in Liber No. 1973 at Folio 500, thence running with all of the said Sixth (last) deed line,

(6) South 12° 21' 00" West 281.89 feet to the point of the beginning, containing 21,956 square feet or 0.5043 of an acre of land, more or less.

BEING all that land which by deed dated May 16, 1966 and recorded among the said Land Records in Liber No. 1973 at Folio 500 was granted and conveyed by William V. Phipps, et al, to John Earl Wallace and Elva Marie Wallace, his wife.

BEGINNING for the same at a point near the center of Nursery Road, as now located, the said point being the beginning of that land which by deed dated July 23, 1976 and recorded among The Land Records of Anne Arundel County, Maryland in Liber No. 2895 at Folio 762 was granted and conveyed by Jerome F. Connell, Trustee, to Carl J. Boffen, widower, thence running with all of the first or North 81° West 79.13 feet line and all of the Second and Fourth lines of said land and with the said Nursery Road, as now located, as now surveyed,

(1) North 81° 05' 40" West 78.29 feet to a point at the end of the Sixth or South 12° 18' West 277.32 feet line of that land which by deed dated May 13, 1980 and recorded among the aforesaid Land Records in Liber No. 3313 at Folio 443 was granted and conveyed by Straw Man, Inc. to William C. Elseroad and Lucille C. Elseroad, his wife, thence running reversely with said Sixth deed line and thence reversely with the Fifth deed line of said land, leaving the said Nursery Road, passing over an iron pipe found 21.50 feet on line,

(2) North 12° 21' 00" East 277.32 feet,

(3) South 31° 05' 40" East 0.00 feet to a concrete monument found at the end of the Fourteenth or North 84° 04' 55" West 123.60 feet line of that land which by deed dated July 1, 1980 and recorded among the said Land Records in Liber No. 3324 at Folio 78, was granted and conveyed by Julius M. Waghelstein, et al to Jerome G. Zimmerman and Gerald M. David, thence running reversely with a part of said Fourteenth deed line,

(4) South 77° 51' 46" East 70.17 feet, thence running with all of the aforementioned Fourth deed line of that land recorded in Liber No. 2395 at Folio 762,

(5) South 12° 21' 00" West 273.36 feet to the point of the beginning, containing 21,535 square feet or 0.494 of an acre of land, more or less.

BEING a part of that land which by deed dated July 23, 1976 and recorded among the said Land Records in Liber No. 2895 at Folio 762 was granted and conveyed by Jerome F. Connell, Sr., Trustee, to Carl J. Offen, widower.

Note: Line Three of the above described Parcel passes through a permanent structure.

EXHIBIT B

714 Nursery Road
Linthicum, MD 21090
(Anne Arundel County)
Property Owner:
Geo. H. Rucker Realty Corp.

EXHIBIT B

1064 Northbound Rt. 3
Gambrills, MD 21054
(Anne Arundel County)

All that lot or parcel of land situate, lying and being in the Fourth Taxing District, Anne Arundel County, State of Maryland and more particularly described as follows:

BEGINNING for the same at a point in the second or North 46 degrees 24 minutes 30 seconds West, 13.33 foot line as described in a deed from Benjamin Hamilton and Caroline Hamilton, his wife, to John H. Hamilton and Anne Louise Hamilton, his wife, dated May 19, 1955 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 944 at Folio 520, said point being also on the northwesterly right of way line of the North bound lane of U.S. Route 301 as shown on the State Roads Commission of Maryland Right of way Plat No. 20411, running thence with and along the northwesterly, northerly, northeasterly and easterly right of way lines of U.S. Route 301 as shown on said plat, the five (5) following courses and distances, (1) 151.51 feet along the arc of a curve deflecting to the right, having a radius of 5139.90 feet and a chord bearing of South 40 degrees 12 minutes 57 seconds West 151.50 feet to a point, (2) South 83 degrees 28 minutes 50 seconds West, 133.43 feet to a point, (3) North 51 degrees 02 minutes 42 seconds West, 126.00 feet to a point, (4) North 08 degrees 53 minutes 59 seconds East, 142.98 feet to a point, and (5) North 44 degrees 32 minutes 02 seconds East, 199.38 feet to a point in the third or North 64 degrees 15 minutes West 1192.15 foot line as described in a deed from Carey L. Meredith and Mary G. Meredith, his wife, to Benjamin Hamilton and Caroline Hamilton, his wife, dated July 13, 1942 and recorded among said Land Records in Liber J.H.H. 264, Folio 151, thence reversely with and along a part of said third deed line (6) South 73 degrees 12 minutes 24 seconds East, 94.22 feet to a point; thence reversely with and along the fifth, fourth, third and part of the second deed lines as described in the aforesaid deed recorded in Liber 944, at Folio 520, the two (2) following courses and distances, (7) South 23 degrees 32 minutes 06 seconds West, 128.02 feet to a point, and (8) South 55 degrees 36 minutes 54 seconds East 154.48 feet to the Point of Beginning. Containing 71,648.29 square feet or 1.6448 acres of land, more or less.

Property Owner: Geo. H. Rucker Realty Corp.

Mailed to Secured Party

BOOK 499 PAGE 384

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262493

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lease Financing Corporation

Address 3 Radnor Corp. Center, Radnor, PA 19087

2. SECURED PARTY

Name New England Merchants Funding Corporation

Address 50 Milk Street

Boston, MA 02109

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 13.00
POSTAGE .50
B13154 C777 R01 T09:14
JUN 26 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A and attachements consisting of 2 pages attached hereto and made a part hereof.

Anne Arundel County, Md

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Lease Financing Corporation

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

New England Merchants Funding Corporation

Janis E. Sheppard

(Signature of Secured Party)

Lse Proc Mgr

Type or Print Above Signature on Above Line

FILED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1986 JUN 26 AM 10:12
CLERK OF CIRCUIT COURT

CR CLERK

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

SCHEDULE A TO UCC-1
FINANCING STATEMENT
BETWEEN
LEASE FINANCING CORPORATION ("DEBTOR")
AND
NEW ENGLAND MERCHANTS FUNDING CORPORATION ("SECURED PARTY")

1. All items of equipment and other items of property (collectively, the "Equipment") which are at any time subject to the Equipment Leasing Agreement dated as of March 15, 1985, as amended between Lease Financing Corporation, as Lessor and British Airways Plc, as Lessee (the "Lease"), including, without limitation various computer ticketing and reservation equipment and all accessions, additions, improvements and replacements from time to time incorporated or installed therein, and all proceeds (including insurance proceeds) thereof and therefrom.

2. To the extent not otherwise included, all sums and monies due or to become due in connection with the exercise by Lessee of any option to purchase the Equipment or any Item (as defined in the Lease) thereof and all sums payable in connection with any loss, damage or destruction of or any early termination or cancellation of the Lease with respect tot the Equipment or any Item thereof, together with, in each and every case, all proceeds thereof (including, without limitation, insurance proceeds), but excluding the Excepted Rights and Excluded Amounts (as defined in the Security Agreement dated as of March 15, 1985 between Debtor and Secured Party); and

3. The Lease, the Lease Supplements (as defined in the Lease), all rights, title and interests of Debtor as Lessor thereunder, and all Interim Rent, Basic Rent, and Supplemental Payments (as defined in the Lease) due or to become due under the Lease, and each Lease Supplement (excluding the Excepted Rights and Excluded Amounts); all bills of sale, invoices and other documents (and all rights, title and interests of Debtor thereunder) now or hereafter delivered with respect to the Equipments transferring any interest in any patent indemnification or any interest in any warranty, and together with, in each and every case, all proceeds thereof except for the Excluded Amounts.

LEASE FINANCING CORPORATION

By: _____

Its: Vice President

NEW ENGLAND MERCHANTS FUNDING CORPORATION

By: _____

Its: _____

0192S
British Airways

BOOK 499 PAGE 386

Equipment and Leasing Corporation

45 ORVILLE DRIVE, BOHEMIA, NEW YORK 11716 (516) 589-8666

May 19, 1986

LEASE FINANCING CORP.
3 Radnor Corp. Center
Radonr, PA 19087

REF: Contract between British Airways
and ITS Equipment & Leasing Corp.

Invoice Number: 143

Equipment installed at: Piedmont Ticket Counter
Baltimor-Washington Int'l Airport
Baltimore, MD

Quantity	Equipment	Unit Cost	Total
5	OPII(110V)VDU/MKB	1,448.88	7,244.40
1	ITM-160G5 Controller	6,527.58	6,527.58
1	Okidata 92A Printer	572.70	572.70
2	TI-810 Printer	1,488.00	2,976.00
5	IER Boarding Pass Printer	2,592.15	12,960.75
			30,281.43

Page No. 1
05/15/86

BRITISH AIRWAYS FINANCE REPORT

CITY	SITE	CODE	ITEM	INSTALL DATE	FER NUMBER	SERIAL NUMBER
BWI	TICKET COUNTER	BWIAPBA	TI-810	03/07/86	20527	1B1590151
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	VDU	04/22/86	21733	1540
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	VDU	04/22/86	21733	2340
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	VDU	04/22/86	21733	1140
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	VDU	04/22/86	21733	5000
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	VDU	04/22/86	21733	6050
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	KEYBOARD	04/22/86	21733	814
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	KEYBOARD	04/22/86	21733	279
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	KEYBOARD	04/22/86	21734	102
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	KEYBOARD	04/22/86	21734	1032
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	KEYBOARD	04/22/86	21734	1399
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	KEYBOARD	04/22/86	21734	1033
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	IER-241	04/22/86	21734	1095
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	IER-241	04/22/86	21734	1088
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	IER-241	04/22/86	21734	1071
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	IER-241	04/22/86	21734	1076
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	IER-241	04/22/86	21734	1080
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	OKI 92	04/22/86	21734	247371
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	TI-810	04/22/86	21738	560151
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	LG. CONT.	04/22/86	21738	115

Mailed to Secured Party

JGS

(Signature of Debtor)

Acct. #311442

Anne Arundel County, MD/UCC Division

BOOK 499 PAGE 3107

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 237125

RECORDED IN LIBER 435 FOLIO 401 ON March 23, 1981 (DATE)

1. DEBTOR

Name M & M Machine Service, Inc.

Address 7100 Fort Smallwood Rd., Baltimore, MD 21226

2. SECURED PARTY

Name General Electric Credit Corporation

Address P. O. Box 1038

Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: termination ☒
(Indicate whether amendment, termination, etc.)

One (1) Okuma Model LC30-1SC-500 2-Axis Chucker, S/N 55040191, with Tail Stock, OSP3000L Controls, ASR-334X Tape Preparation System, Chip Conveyor, S/N 4137 (Control S/N 0191)

WITH ALL ATTACHMENTS, ACCESSORIES AND REPLACEMENT

RECORD FEE 10.00
MICROFILM .50
C777 R01 T09:46
JUN 26 86

10.50

Dated June 6, 1986

GENERAL ELECTRIC CREDIT CORPORATION

(Signature of Secured Party)

KRSITIN LORSUNG

Type or Print Above Name on Above Line

Mailed to Secured Party

1986 JUN 26 AM 10: 13
ANNE ARUNDEL COUNTY
CLERK OF CIRCUIT COURT

STATE OF MARYLAND
ANNE ARUNDEL CTY. BOOK 499 PAGE 388

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 238296 #62574

RECORDED IN LIBER 438 FOLIO 378 ON 6/9/81 (DATE)

1. DEBTOR

Name M & M Machine Service, Inc.

Address 7100 Fort Smallwood Road, Baltimore, Maryland

2. SECURED PARTY

Name ITT Industrial Credit Company

Address P.O. Box 1071, Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above.

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)
TERMINATION

RECORD FEE 10.00
MICROFILM .50
JUN 26 86

Mailed to Secured Party

Dated 4-3-86

(Signature of Secured Party)

ITT Indus-trial Credit Company
Type or Print Above Name on Above Line

1986 JUN 26 AM 10: 13
E. AUBREY COLLISON
CLERK
CIRCUIT COURT, ANNE ARUNDEL COUNTY

BOOK 499 PAGE 389 262494

FINANCING STATEMENT FORM UCC-1 Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here $ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated_____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William P. Jones, M.D.

Address 2444 Solomons Island Road Annapolis, MD 21401

2. SECURED PARTY

Name HOPKINS LEASING corp.

Address 201 Hilton Plaza Baltimore, MD 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDING FEE 11.00
MARYLAND CHG 001 T09:47
JUN 26 86

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

One (1) Comdial Executech Phone System

Installation consisting of:

One (1) Model 308 Key Service Unit
Four (4) Telephone Sets with Music on Hold

Plus of three (3) lines and four (4) stations, and all necessary wiring, jacks and ancillary terminating equipment jacks required for a turn-key operation.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

CR CLERK

1986 JUN 26 AM 10:13

E. AUBREY COLLISON
CLERK

(Signature of Debtor)

William P. Jones MD
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bruce A. Reichelderfer
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.
Type or Print Above Name on Above Line

aaco.

Mailed to Secured Party

20685006

BOOK 499 PAGE 370

262495

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name British Airways Plc

Address 245 Park Avenue, New York, NY 10167

RECORD FEE 13.00
SURCHARGE .50
#13173 C777 R01 T09:20
JUN 26 86

2. SECURED PARTY

Name Lease Financing Corporation

Address 3 Radnor Corp Center

Radnor, PA 19087

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A and attachments consisting of 2 pages attached hereto and made a part hereof.

Assignee: New England Merchants Funding Corporation
50 Milk Street
Boston, MA 02109

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

British Airways Plc

(Signature of Debtor)

John Harrup

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lease Financing Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line

CR CLERK

1350.

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUN 26 AM 10: 13

E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 371

Schedule A
to
UCC-1 Financing Statement
between
British Airways Plc, as Lessee
and
Lease Financing Corporation, as Lessor

All of the Equipment now or hereafter leased under an Equipment Leasing Agreement dated as of March 15, 1985, between the above-named Lessor, as Lessor, and the above-named Lessee, as Lessee, including but not limited to, Invoice 143, and all accessions, additions, replacements, substitutions and improvements thereto and therefor, and all proceeds (including insurance proceeds) of and from said Equipment and Equipment Leasing Agreement. The parties hereto acknowledge and agree that said Equipment Leasing Agreement is a true lease and that the execution and the filing of this financing statement shall not be used as evidence to the contrary.

Assignee: New England Merchants Funding Corporation
50 Milk Street
Boston, MA 02109

File with: ~~City Clerk, Baltimore~~, Maryland
Anne Arundel

British Airways Plc
By: x
Its: ATTORNEY - IN - FACT

Lease Financing Corporation
By:
Its: Vice President

BOOK 499 PAGE 372

Equipment and Leasing Corporation

45 ORVILLE DRIVE, BOHEMIA, NEW YORK 11716 (516) 589-8666

May 19, 1986

LEASE FINANCING CORP.
3 Radnor Corp. Center
Radonr, PA 19087

REF: Contract between British Airways
and ITS Equipment & Leasing Corp.

Invoice Number: 143

Equipment installed at: Piedmont Ticket Counter
Baltimor-Washington Int'l Airport
Baltimore, MD

Quantity	Equipment	Unit Cost	Total
5	OPII(110V)VDU/MKB	1,448.88	7,244.40
1	ITM-160G5 Controller	6,527.58	6,527.58
1	Okidata 92A Printer	572.70	572.70
2	TI-810 Printer	1,488.00	2,976.00
5	IER Boarding Pass Printer	2,592.15	12,960.75
			30,281.43

Page No. 1
05/15/86

BRITISH AIRWAYS FINANCE REPORT

CITY	SITE	CODE	ITEM	INSTALL DATE	FER NUMBER	SERIAL NUMBER
BWI	TICKET COUNTER	BWIAPBA	TI-810	03/07/86	20527	181590151
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	VDU	04/22/86	21733	156C
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	VDU	04/22/86	21733	234C
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	VDU	04/22/86	21733	114C
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	VDU	04/22/86	21733	500C
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	VDU	04/22/86	21733	605C
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	KEYBOARD	04/22/86	21733	814
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	KEYBOARD	04/22/86	21733	279
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	KEYBOARD	04/22/86	21734	102
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	KEYBOARD	04/22/86	21734	1032
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	KEYBOARD	04/22/86	21734	1399
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	KEYBOARD	04/22/86	21734	1033
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	IER-241	04/22/86	21734	1095
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	IER-241	04/22/86	21734	1066
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	IER-241	04/22/86	21734	1071
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	IER-241	04/22/86	21734	1076
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	IER-241	04/22/86	21734	1080
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	OKI 92	04/22/86	21734	247371
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	TI-810	04/22/86	21738	560151
BWI	TICKET CTR BALT-WASH AIRPRT	BWIAPBA	LG. CONT.	04/22/86	21738	115

Mailed to Secured Party

5814B

PLEASE RETURN TO:
THOMAS AND WILSON
409 Washington Ave. - Suite 311
Towson, MD 21204

BOOK 499 PAGE 373

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 441, Folio 308 Page No.

Identification No. Acct. # 54301-71-377-389 Dated Recorded 8/28/81

1. Debtor(s) CHARLES J. SMITH, JR. AND NANCY LEE SMITH
Name or Names—Print or Type
200 Inverness Rd., Pasadena, MD 21122
Address—Street No., City - County State Zip Code

2. Secured Party SEARS ROEBUCK CO.
Name or Names—Print or Type
6650 Ritchie Highway, Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

RECORD FEE 13.00
POSTAGE .50

3. Maturity Date (if any)

4. Check Applicable Statement:

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: ☒ (Indicate whether amendment, termination, etc.) TERMINATION STATMENT

All that property situate in Anne Arundel County, Maryland. The improvements thereon being known as 200 Inverness Road, Pasadena, MD 21122.

1986 JUN 26 AM 9:13

Mailed to Secured Party

1380

Dated: MAY 01 1986

SEARS ROEBUCK & CO.
Name of Secured Party

BY:
Signature of Secured Party

J. D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

BOOK 499 PAGE 374

CSLA19:FSARUN3
06/11/86:kej

TO BE RECORDED/FILED AMONG THE
FINANCING RECORDS OF:
Anne Arundel County, Maryland

262550

NOT SUBJECT TO RECORDATION STAMP TAX

FINANCING STATEMENT

Date: June 23, 1986

DEBTOR: ARUNDEL ONE JOINT VENTURE
A Maryland General Partnership

SECURED PARTY: CITIZENS SAVINGS AND LOAN ASSOCIATION, INC.
8485 Fenton Street
Silver Spring, Maryland 20910

1. Debtor hereby grants and assigns to Secured Party a security interest in all of the collateral hereinafter described in Paragraph No. 3 in accordance with the Uniform Commercial Code for the State of Maryland, as additional security for the repayment of the indebtedness evidenced by a Deed of Trust Note of even date herewith, in the principal sum of Eight Hundred Thousand and No/100 Dollars ($800,000.00) from Debtor payable to the order of Secured Party. The repayment of said indebtedness is also secured by a first lien Deed of Trust of even date herewith, from Debtor in favor of Secured Party as Beneficiary covering certain real estate as hereinafter described in Paragraph No. 4 hereof.

2. The terms and provisions of said Note and Deed of Trust, between Debtor and Secured Party of even date herewith are hereby incorporated by reference herein and made a part hereof.

3. All of the following types or items of property are covered by and subject to the Security Agreement and Financing Statement hereby created from Debtor to Secured Party:

(a) All items located upon or within the Improvements of now or hereafter attached to or installed in, or used in connection with the Premises described in Exhibit A located in Anne Arundel County, Maryland, excluding those owned by lessees of the Improvements and including, but not limited to, any and all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of the Improvements and appurtenant facilities erected or to be erected upon the Land or appropriated to the use thereof, and whether affixed or annexed or not.

15.00

1986 JUN 26 AM 11:07
E. AUBREY COLLISON
CLERK

(b) All accounts receivable and contract rights of the debtor whether existing at present or any which are made in the future.

(c) All right, title and interest of the Debtor in and to any and all leases, licenses, permits and approvals relating to or affecting the hereinafter described premises or any portion thereof or any space or rights in the improvements now or hereafter erected thereon.

(d) All awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be made with respect to the hereinafter described premises or improvements now or hereafter existing thereon as the result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury to or decrease in the value of said premises or improvements.

(e) All products and proceeds of the above described collateral and all replacements thereof, additions thereto and substitutions therefore.

(f) All plats, plans, diagrams, drawings, sketches, proposals, reports and any and all other engineering data with respect to the development and subdivision of the Property.

4. Debtor hereby agrees that in the event of any default under the terms of said Note, or said Deed of Trust of even date herewith to J. Neil Turlik and Elaine W. Hendricks, Trustees, any such default shall constitute a default under this Security Agreement and Financing Statement, entitling the Secured Party or its assignees to exercise any and all rights and remedies provided under the Uniform Commercial Code of the State of Maryland or any other applicable law, in addition to any other rights or remedies provided in said Note, Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party or its assignees shall determine in its sole and absolute discretion.

DEBTOR: ARUNDEL ONE JOINT VENTURE

By _____ (SEAL)
William J. MacQuilliam,
General Partner

By _____ (SEAL)
Stanley S. Halle,
General Partner

AFTER RECORDING, PLEASE MAIL TO:
CITIZENS SAVINGS AND LOAN ASSOCIATION, INC.
8485 Fenton Street
Silver Spring, Maryland 20910

EXHIBIT A

BOOK 499 PAGE 376

LEGAL DESCRIPTION

(Parcel #1)

BEGINNING for the same a a pipe set on the West side of Solomons Island Road (Maryland Route #2), 80 feet wide; said pipe being North 14° 24' 30" East 93.04 feet from a pipe found on the West side of said road at the beginning of the North 75° 36' 50" West 261.39 foot line of the conveyance from Edwin Harlan, Joseph Harlan and Douglas N. Sharretts, Executors under the Last Will and Testament of James E. Steuart, deceased, and William W. Townshent, Jr., and Elma Townshend, his wife, to Matitia Company Limited, a body corporate of the Bahama Islands, by deed dated November 17, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1252 at folio 452;

Thence from the place of beginning so fixed and leaving the West side of Solomons Island Road and running for a new division line through Tract 3-A, North 52° 35' 30" West 161.60 feet to a pipe set on the East side of Old Central Avenue; thence with the same, North 50° 12' 10" East 210.77 feet to a pipe set; thence South 75° 35' 30" East 25.45 feet to a pipe set on the West side of Solomons Island Road; thence with the same, South 14° 24' 30" West 234.06 feet to the place of beginning. Containing 0.46 acres, more or less, as surveyed by J.R. McCrone, Jr., Inc. Registered Surveyors, in February, 1965.

(Parcel #2)

BEGINNING for the same at a pipe found on the West side of Solomons Island Road (Maryland Route #2), 80 feet wide; said point being the same beginning point as set out above in aforesaid Deed recorded in Liber GTC 1252, at folio 452; thence from the place of beginning so fixed and leaving the West side of said road North 75° 36' 50" West 261.39 feet to a point on the East side of Old Central Avenue; thence with the same, North 50° 12' 10" East 182.62 feet to a pipe set;

Thence leaving the East side of said Avenue and running for a new like of division through Tract 3-A, South 52° 35' 30" East 161.60 feet to a pipe set on the West side of Solomons Island Road; thence with the same, South 14° 24' 30" West 93.04 feet to the place of beginning. Containing 0.61 of an acre, more or less, as surveyed by J.R. McCrone, Jr., Inc., Registered Surveyors in February 1965.

Being Tract No. 3-A in a Deed dated November 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC 1252, at folio 452, from Edwin Harlan, et al to Matitia Limited which is described in its entirety in said Deed as 1.07 acres of land more or less. The said parcel of land having been surveyed and divided into parcels and the descriptions of said two parcels of land are hereinabove set forth.

Mailed to Secured Part

Recorded Tax $ 230

BOOK 499 PAGE 377

CSLA19:FSCROF3
05/5/86:kej

TO BE RECORDED/FILED AMONG THE
FINANCING RECORDS OF:
Anne Arundel County, Maryland

262551

NOT SUBJECT TO RECORDATION STAMP TAX

FINANCING STATEMENT

Date: June 16, 1986

DEBTOR: CROFTON DEVELOPERS LIMITED PARTNERSHIP
A Maryland Limited Partnership

SECURED PARTY: CITIZENS SAVINGS AND LOAN ASSOCIATION, INC.
8485 Fenton Street
Silver Spring, Maryland 20910

1986 JUN 26 AM 11:07
E. AUBREY COLLISON
CLERK

1. Debtor hereby grants and assigns to Secured Party a security interest in all of the collateral hereinafter described in Paragraph No. 3 in accordance with the Uniform Commercial Code for the State of Maryland, as additional security for the repayment of the indebtedness evidenced by a Deed of Trust Note of even date herewith, in the principal sum of One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) from Debtor payable to the order of Secured Party. The repayment of said indebtedness is also secured by a first lien Deed of Trust of even date herewith, from Debtor in favor of Secured Party as Beneficiary covering certain real estate as hereinafter described in Paragraph No. 4 hereof.

RECORD FEE 15.00
POSTAGE .50

2. The terms and provisions of said Note and Deed of Trust, between Debtor and Secured Party of even date herewith are hereby incorporated by reference herein and made a part hereof.

#27731 C237 MP2 T11:02 JUN 26 86

3. All of the following types or items of property are covered by and subject to the Security Agreement and Financing Statement hereby created from Debtor to Secured Party:

(a) All items located upon or within the Improvements of now or hereafter attached to or installed in, or used in connection with the Premises described in Exhibit A located in Anne Arundel County, Maryland, excluding those owned by lessees of the Improvements and including, but not limited to, any and all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of the Improvements and appurtenant facilities erected or to be erected upon the Land or appropriated to the use thereof, and whether affixed or annexed or not.

15.00 .50

(b) All accounts receivable and contract rights of the debtor whether existing at present or any which are made in the future.

(c) All right, title and interest of the Debtor in and to any and all leases, licenses, permits and approvals relating to or affecting the hereinafter described premises or any portion thereof or any space or rights in the improvements now or hereafter erected thereon.

(d) All awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be made with respect to the hereinafter described premises or improvements now or hereafter existing thereon as the result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury to or decrease in the value of said premises or improvements.

(e) All products and proceeds of the above described collateral and all replacements thereof, additions thereto and substitutions therefore.

(f) All plats, plans, diagrams, drawings, sketches, proposals, reports and any and all other engineering data with respect to the development and subdivision of the Property.

4. Debtor hereby agrees that in the event of any default under the terms of said Note, or said Deed of Trust of even date herewith to J. Neil Turlik and Elaine W. Hendricks, Trustees, any such default shall constitute a default under this Security Agreement and Financing Statement, entitling the Secured Party or its assignees to exercise any and all rights and remedies provided under the Uniform Commercial Code of the State of Maryland or any other applicable law, in addition to any other rights or remedies provided in said Note, Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party or its assignees shall determine in its sole and absolute discretion.

DEBTOR: CROFTON DEVELOPERS LIMITED PARTNERSHIP

By _____ (SEAL)
William J. MacQuilliam,
General Partner

By _____ (SEAL)
Stanley S. Halle,
General Partner

AFTER RECORDING, PLEASE MAIL TO:
CITIZENS SAVINGS AND LOAN ASSOCIATION, INC.
8485 Fenton Street
Silver Spring, Maryland 20910

BOOK 499 PAGE 379

EXHIBIT A

LOT 7 AS SHOWN ON A PLAT ENTITLED "RESUBDIVISION OF SECTION 1-PLAT 2, CROFTON INDUSTRIAL & OFFICE PARK" AS PER PLAT RECORDED IN PLAT BOOK 70 AT FOLIO 45 AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

Mailed to Secured Party

262406

MARYLAND FINANCING STATEMENT BOOK 499 PAGE 360

(xx) Not Subject to Recordation Tax
( ) Recordation Tax of $_____ on Principal Amount of $_____is enclosed/has been paid (strike inapplicable phrase).

For Filing Officer

File No.:_____
Record Reference:_____
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Stanley J. Gesek, Jr. T/A Gesek's Body Paint & Frame Specialists
(Name or Names)
200 Arundel Corp. Rd. Glen Burnie, Md. 21061
(Address)

LESSEE_____
(Name or Names)
_____
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

RECORD FEE 12.00
POSTAGE 8.50
01:31:54 CHT R01 T09:06
JUN 26 86

3. ASSIGNEE (if any) Of LESSOR Baltimore Federal Financial, F.S.A.
(Name or Names)
P. O. Box 116 Baltimore, Maryland 21203
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Spraybake 8' Down Draft Spraybooth, Single Door

RECORD FEE 12.00
POSTAGE .50
01:31:54 CHT R01 T09:06
JUN 26 86

CR CLERK

RECEIVED FOR RECORD
1986 JUN 26 AM 10: 11
AUBREY COLLISON
CLERK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE
Stanley J. Gesek, Jr. T/A
Gesek's Body Paint & Frame Specialists
By: Stanley J. Gesek owner
Stanley J. Gesek, Jr. (Title)
(Type or print name of person signing)

By:_____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Manager
Brian G. Connelly (Title)
(Type or print name of person signing)

Return to: Baltimore Federal Financial, F.S.A.
P. O. Box 116
Baltimore, MD 21203
Attn: Nancy Gaynor

12-50

Mailed to Secured Party

BOOK 499 PAGE 381

262497

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Doug Nettle's & Associates, Inc.
   Address: t/a Outfitters of Annapolis
   326 First Street
   Annapolis, Maryland 21403

2. Name of Secured Party: Annapolis Banking & Trust Co.
   Address: P.O. Box 311
   Annapolis, Maryland 21404

RECORD FEE 12.00
POSTAGE .50
#13315 CTT R01 T15:04
JUN 26 86

3. Name of Assignee: Annapolis Banking & Trust Co.
   Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:

   See Attached list of Johnson Outboard Motors

5. (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
   The above-described goods are affixed or to be affixed to:

1986 JUN 26 PM 3:06
E. AUBREY COLLISON
CLERK

CR

Debtor(s):

Doug Nettle's & Associates, Inc.

By: Doug L M Nettle

Secured Party:

Annapolis Banking & Trust Co.
(Type Name of Dealership)

By: John M. Suit II
(Authorized Signature)

John M. Suit, II, Executive Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

12.50

BOOK 499 PAGE 392

MODEL	YR	UNITS
Colt	86	10
4RDHCD	86	15
4BRHLCD	86	1
6RCD	86	15
6SLCD	86	1
8RCD	86	15
8SRLCD	86	1
10RCD	86	15
15RCD	86	15
25RCD	86	5
30RCD	86	5
40RCD	86	2
		100

Mailed to Secured Party

STATE OF MARYLAND

BOOK 499 PAGE 383

262403

Identifying File No. 262403

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 30, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WESTMARK MORTGAGE CORPORATION
491 Amherst Street

Address P.O. Box 6369, Nashua, NH 03063

RECORD FEE 11.00
#13397 C777 R01 T16:11
JUN 26 86

2. SECURED PARTY

Name CONNECTICUT SAVINGS BANK
55 Church Street

Address New Haven, Connecticut 06510

Haberman & Pollack, PC, One State St., Hartford, CT 06103

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Certain notes due to Debtor and mortgages securing the same against which Secured Party has made advances, as more fully described on Schedule "A" annexed hereto and made a part hereof.

Name and address of Assignee

1986 JUN 26 PM 4:17
ANNE ARUNDEL COUNTY
E. AUBREY COLLISON
CLERK

Filed with:
Clerk of the Circuit Court of Anne Arundel County

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

WESTMARK MORTGAGE CORPORATION

By: Leo T. Gouffault
(Signature of Debtor)

Leo T. Gouffault, Sen VP
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

CONNECTICUT SAVINGS BANK

By: Deborah Baillie
(Signature of Secured Party)

Deborah Baillie Assist. VP
Type or Print Above Signature on Above Line

Debtor: Westmark Mortgage Corporation
Secured Party: Connecticut Savings Bank

SCHEDULE "A"

1. The Pledged Mortgages (being the real estate mortgages, together with the mortgage notes which they secure, against which Secured Party has made loans to Debtor;

2. All escrow funds, proceeds of principal or interest payments, or cash or deposit or other accounts held or monitored by Debtor in connection with a Pledged Mortgage;

3. All rights of Debtor in Take-Out Commitments and proceeds thereof;

4. All rights and obligations, of any kind whatsoever, whether evidenced by an instrument or otherwise, present or future, now or hereafter due to Debtor as a result of the sale or other disposition of the Pledged Mortgages, and all proceeds thereof;

5. All replacements and substitutions therefor; and

6. All proceeds (including insurance proceeds) thereof and thereto.

Mailed to Secured Party

BOOK 499 PAGE 385

Debtor or Assignor Form

262552

MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax. Principal Amount is $ 8,000.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR	SECURED PARTY (OR ASSIGNEE)
James E. Lamb	THE FIRST NATIONAL BANK OF MARYLAND
Mary E. Patterson	Attn direct loans
(Name)	(Name of Loan Officer)
1189 Tyler Ave	6704 Curtis Court
(Address)	(Address)
Annapolis, MD 21403	Glen Burnie, MD 21061

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

1986 175 OMC Cobra engine T0901413

1986 VIP 19' Victory Hull #VVN9V636J586

RECORD FEE 12.00
RECORD TAX 56.00
MORTGAGE .50
CLERK CITY 1986 T15:57
JUN 26 86

CR CLERK

RECEIVED FOR RECORD
1986 JUN 26 PM 4:16
E. AUBREY COLLISON
CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor

3. ☐ Products of the collateral are also specifically covered

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)	DEBTOR (OR ASSIGNOR)
James E Lamb (Seal)	(Seal)
(Seal)	(Seal)
(Signature)	(Signature)
James E. Lamb	Mary E. Patterson
(Print or Type Name)	(Print or Type Name)

12/56 5/50

Mailed to Secured Party

BS-0850A-8406

BOOK 499 PAGE 386

262553

Anne Arundel County

FINANCING STATEMENT

[X] Not subject to recordation tax
[ ] Subject to recordation tax on principal amount of $.....

1. Name of Debtor(s): Autorama Sales, Inc.
Address: T/A Feltman Power Boats
P.O. Box 309
Davidsonville, Maryland 21035

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

RECORD FEE 12.00
POSTAGE .50
MISCELLANEOUS 01 T16:01
JUN 26 86

3. This Financing Statement covers the following types (or items) of property:

A continuing Business Loan Security Agreement covering a 1983 Trojan 10 Meter Express S/N TRJSC1330483 now in existence or hereafter acquired.

4. Check the statements which apply, if any, and supply the information indicated:

[ ] (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

[X] Proceeds of the collateral are also covered.

[ ] Products of the collateral are also covered.

1986 JUN 26 PM 4:16
E. AUBREY COLLISON
CLERK

Debtor(s): Autorama Sales, Inc. T/A Feltman Power Boats

BY: Ralph L. Feltman
Ralph L. Feltman, Jr., President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: .....
Dennis F. Peters, Jr., Vice President
Type Name and Title)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1250.

Mailed to Secured Party

045-580/2 Rev 5-79

BOOK 499 PAGE 387

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 479 Page No. 366

Identification No. 254540 Dated November 14, 1984

1. Debtor(s)
Patrick B. and Mary C. Sullivan
Name or Names—Print or Type
7973 Phrine Road, Glen Burnie, MD 21061 (A·A:Co.)
Address—Street No., City - County State Zip Code

MAIL TO:
2. Secured Party
Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

RECD FEE .00
MICROFILM .50
RECORDING FEE 01 T16:05
JUN 26 86

4. Check Applicable Statement:

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	**B. Partial Release** ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** ☒ (Indicate whether amendment, termination, etc.) Termination

B. E. CLERK

1986 JUN 26 PM 4:16
AUBREY COLLISON
CLERK

Dated: MAY 14 1986

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

PLEASE RETURN TO:
Robert H. Rosenbaum, P.A.
Meyers, Billingsley, Shipley, Curry, Rodbell & Rosenbaum
6801 Kenilworth Avenue, Suite 400
Riverdale, Maryland 20737-1385

Mail to

BOOK 499 PAGE 388 262400

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name) and address(es)	Secured Party(ies) and address(es)
Dalihumack of Glen Burnie, Ltd. d/b/a Glen Burnie Mobil Car Wash 7431 Ritchie Hwy. Glen Burnie, MD 21060	Lake Shore National Bank 605 North Michigan Ave. Chicago, Illinois 60611

RECORD FEE 12.00
POSTAGE .50
JUN 26 1986

ASSIGNEE OF SECURED PARTY

1. This financing statement covers the following types (or items) of property:

All machinery and equipment and all other such property which may be hereafter acquired including but not limited to the items desecribed in Ex. A attached hereto and made a part hereof.

RECORDATION TAX IN THE AMOUNT OF $247.50 PAID AT THE STATE LEVEL.

Lake Shore National Bank (sec. party)

By: M Cornell
Margaret Cornell
Loan Operations Officer

2. [X] ~~Proceeds~~ Proceeds of Collateral are also covered.

_____ Additional sheets presented.
XXX Filed with Office of Clerk Circuit Ct., anne Arundel Co. Maryland
_____ Debtor is a transmitting utility as defined in UCC §9-105.

By: William G. Rogers, Secy
Signature of (Debtor) (Secured Party)*

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

(1) **Filing Officer Copy — Alphabetical** *This form of financing statement is approved by the Secretary of State.*

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 - REV. FOR - 4/75

REORDER FROM TYPECRAFT CO. - CHICAGO

CR CLERK

1986 JUN 26 PM 4:17
ANNE ARUNDEL CO.
CIRCUIT COURT
E. AVERY COLLISON
CLERK

Dalihumack of Glen Burnie, Ltd.
d/b/a Glen Burnie Mobil Car Wash
7431 Ritchie Hwy
Glen Burnie, MD 21061

BOOK 499 PAGE 359

EXHIBIT A

QTY.	DESCRIPTION
1	5017 10 hp Hydroulic Power Pack
1	1415 Presoaic Stainless Arch
1	1200 Rocker Blaster
1	1554 Dynamitter
1	5015 7.5 hp Hydraulic Power Pack
1	1695 Rocket Side Brush Cloth
1	1435 Programmable Goomer
1	3518 Undercarridge Wash/Rust Inhibitor
4	3575 Gleamachine Foam/Wax Applicator
1	1412 Low Vol. Rinse - Stainless Arches
1	2430 In Ground Loop
1	PB12 Push Button Station
1	2060 Twenty Function Computer
1501	CC40 40 Conductor Cable
1	3526 Product Promotion Signs, Illuminated

Mailed to Secured Party

BOOK 499 PAGE 390

This **STATEMENT** is presented for filing pursuant to the California Uniform Commercial Code

1. FILE NO. OF ORIG. FINANCING STATEMENT	1A. DATE OF FILING OF ORIG. FINANCING STATEMENT	1B. DATE OF ORIG. FINANCING STATEMENT	1C. PLACE OF FILING ORIG. FINANCING STATEMENT
240909	12/21/81		Anne Arundel County, Maryland

2. DEBTOR (LAST NAME FIRST) — 2A. SOCIAL SECURITY NO., FEDERAL TAX NO.
GENERAL AUTOMATION, INC.

2B. MAILING ADDRESS: 1055 South East Street — 2C. CITY, STATE: Anaheim, CA — 2D. ZIP CODE: 92805

3. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST) — 3A. SOCIAL SECURITY OR FEDERAL TAX NO.

3B. MAILING ADDRESS — 3C. CITY, STATE — 3D. ZIP CODE

4. SECURED PARTY — 4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
NAME: CROCKER NATIONAL BANK, as Agent
MAILING ADDRESS: 1230 North Main Street
CITY: Santa Ana STATE: CA ZIP CODE: 92701

5. ASSIGNEE OF SECURED PARTY (IF ANY) — 5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
NAME: BRACTON CORPORATION
MAILING ADDRESS: 100 Spear Street, 10th Floor
CITY: San Francisco STATE: CA ZIP CODE: 94102

6.
A [ ] CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. If collateral is crops or timber, check here [ ] and insert description of real property on which growing or to be grown in Item 7 below.

B [ ] RELEASE—From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party releases the collateral described in Item 7 below.

C [X] ASSIGNMENT—The Secured Party certifies that the Secured Party has assigned to the Assignee above named, all the Secured Party's rights under the Financing Statement bearing the file number shown above in the collateral described in Item 7 below.

D [ ] TERMINATION—The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

E [ ] AMENDMENT—The Financing Statement bearing the file number shown above is amended as set forth in Item 7 below. (Signature of Debtor required on all amendments.)

F [ ] OTHER

7. See Exhibit A attached hereto and incorporated herein by this reference.

RECORDED IN THE RECORDS OF ANNE ARUNDEL COUNTY
JUN 26 PM 4:17
AUDREY J. COLLISON, CLERK

RECORDING FEE 20.00
POSTAGE .50
D13396 C777 R01 T16:10
JUN 26 86

8. (Date) May 30 1986

By: _____ SIGNATURE(S) OF DEBTOR(S) (TITLE)

CROCKER NATIONAL BANK, as Agent

By: [signature] SIGNATURE(S) OF SECURED PARTY(IES) (TITLE)

CODE: 1 2 3 4 5 6 7 8 9

9. This Space for Use of Filing Officer (Date, Time, Filing Office)

10. **Return Copy to**

NAME ADDRESS CITY AND STATE:
Thomas W. Baxter, Esq.
Morrison & Foerster
333 South Grand Ave., 38th Floor
Los Angeles, CA 90071

(1) Filing Officer Copy

STANDARD FORM—FILING FEE $3.00 — UNIFORM COMMERCIAL CODE—FORM UCC-2

Approved by the Secretary of State

EXHIBIT A
COLLATERAL

(a) All present and future accounts, general intangibles and other rights of the Debtor to the payment of money, no matter how evidenced, all chattel paper, instruments and other writings evidencing any such right, and all goods repossessed or returned in connection therewith;

(b) All inventory of the Debtor, now owned or hereafter acquired, including, without limitation, intelligent terminals, microprocessors, controllers, multilayer printed circuit boards, circuit board laminates, and similar equipment, and all raw materials, work in process, materials used or consumed in the Debtor's business and finished goods, together with all additions and accessions thereto and replacements therefor, and products thereof;

(c) All equipment of the Debtor, now owned or hereafter acquired, including, without limitation, all machinery, tools, dies, blueprints, catalogues, computer hardware and software, furniture, furnishings and fixtures; all present and future general intangibles of the Debtor;

(d) All documents and instruments of the Debtor, now owned or hereafter acquired, including, without limitation, securities and all new, substituted and additional documents and instruments issued with respect thereto, all voting or other rights now or hereafter exercisable and all cash and noncash dividends and all other property now or hereafter receivable with respect to any of the foregoing (except that which is described in the Pledge Agreements which collateral shall be subject to such Pledge Agreements);

(e) All now existing or hereafter acquired patents, trademarks and trade names used in the Debtor's business;

(f) All now existing and hereafter acquired books and records relating to the foregoing Collateral and all equipment containing such books and records;

(g) All other property of the Debtor now or hereafter in the possession, custody or control of the Secured Party, either of the Domestic Banks or any of the Credit Installations, including, without limitation, all deposit accounts of the Debtor with the Secured Party, either of the Domestic Banks or any of the Credit Installations and all property of the Debtor in which the Secured Party, either of the Domestic Banks or any of the Credit Installations now has or hereafter acquires a security interest; and

(h) All proceeds of the foregoing Collateral. For purposes of this Financing Statement, the term "proceeds" includes whatever is receivable or received when the Collateral or proceeds is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

EXHIBIT A
COLLATERAL

(a) All present and future accounts, general intangibles and other rights of the Debtor to the payment of money, no matter how evidenced, all chattel paper, instruments and other writings evidencing any such right, and all goods repossessed or returned in connection therewith;

(b) All inventory of the Debtor, now owned or hereafter acquired, including, without limitation, intelligent terminals, microprocessors, controllers, multilayer printed circuit boards, circuit board laminates, and similar equipment, and all raw materials, work in process, materials used or consumed in the Debtor's business and finished goods, together with all additions and accessions thereto and replacements therefor, and products thereof;

(c) All equipment of the Debtor, now owned or hereafter acquired, including, without limitation, all machinery, tools, dies, blueprints, catalogues, computer hardware and software, furniture, furnishings and fixtures; all present and future general intangibles of the Debtor;

(d) All documents and instruments of the Debtor, now owned or hereafter acquired, including, without limitation, securities and all new, substituted and additional documents and instruments issued with respect thereto, all voting or other rights now or hereafter exercisable and all cash and noncash dividends and all other property now or hereafter receivable with respect to any of the foregoing (except that which is described in the Pledge Agreements which collateral shall be subject to such Pledge Agreements);

(e) All now existing or hereafter acquired patents, trademarks and trade names used in the Debtor's business;

(f) All now existing and hereafter acquired books and records relating to the foregoing Collateral and all equipment containing such books and records;

(g) All other property of the Debtor now or hereafter in the possession, custody or control of the Secured Party, either of the Domestic Banks or any of the Credit Installations, including, without limitation, all deposit accounts of the Debtor with the Secured Party, either of the Domestic Banks or any of the Credit Installations and all property of the Debtor in which the Secured Party, either of the Domestic Banks or any of the Credit Installations now has or hereafter acquires a security interest; and

(h) All proceeds of the foregoing Collateral. For purposes of this Financing Statement, the term "proceeds" includes whatever is receivable or received when the Collateral or proceeds is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

Mailed to Secured Party

BOOK 400 PAGE 393

262554

FINANCING STATEMENT

1. _____ To Be Recorded in the Land Records.

2. ✓ To Be Recorded among the Financing Statement Record.

3. _____ Not Subject to Recordation Tax.

4. ✓ Subject to Recordation Tax on an initial debt in the principal amount of $45,800.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s)	Address(es)
Lee A. Brown, t/a Snap-On Tool and Lee A. Brown and Curly W. Brown, Sr.	6616 Jena Place Elkridge, MD 21227

6. Secured Party	Address
First National Bank of Maryland	18 West Street Annapolis, Maryland 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Contract Rights.** All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

CR CLERK
1986 JUN 27 AM 10:22
E. AUBREY COLLISON
CLERK

LAW OFFICES
MANIS,
WILKINSON, SNIDER, &
GOLDSBOROUGH
CHARTERED
P. O. BOX 921
ANNAPOLIS, MD. 21404
AREA CODE (301) 263-8888

14.00

E. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. **All Equipment.** All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and on-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.,

DEBTOR:

Lee A. Brown

LEE A. BROWN, t/a
Snap-On-Tool

Lee A. Brown

LEE A. BROWN

Curly W. Brown Sr.

CURLY W. BROWN, SR.

SECURED PARTY:

FIRST NATIONAL BANK
OF MARYLAND

BY: Susan E. Haley

Address where Collateral
will be located:

6616 Jena Place
Elkridge, MD 21227

Mr. Clerk: Please return to William H. Buck, P.O. Box 921, Annapolis, Maryland 21404.

Mailed to Secured Party

LAW OFFICES
MANIS,
WILKINSON, SNIDER, &
GOLDSBOROUGH
CHARTERED
P. O. BOX 921
ANNAPOLIS, MD. 21404
AREA CODE (301) 263-6655

266:06/23/86:LW43

262500

BOOK 499 PAGE 385

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND, AND IN THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

NOT SUBJECT TO RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: DISNEY ROAD DEVELOPMENT CORPORATION
Route 175
Severn, Maryland 21144

2. NAME AND ADDRESS OF SECURED PARTY: LORI-JOHN CORPORATION
2604 Old Annapolis Road
Severn, Maryland 21144

3. This Financing Statement covers the following types (or items) of property:

RECORD FEE 17.00
POSTAGE .50
#27877 COR5 R02 T10:30
JUN 27 86

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, and more particularly described in Exhibit A attached hereto and made a part hereof (the "Property), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or

CR CLERK
1986 JUN 27 AM 10:37
E. AUBREY COLLISON
CLERK

170
/50

buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the afore described personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Indemnity Deed of Trust and Security Agreement of even date herewith, made between Debtor and Roger K. Garfink and W. Taylor Brown, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Disney Road Enterprises Corporation, a Maryland corporation.

5. Proceeds and products of the collateral are also covered.

6. The name of the record owner of the Property is Disney Road Development Corporation.

7. This transaction is EXEMPT from recordation tax. The principal amount of the debt initially incurred is $240,000.00.

Debtor: DISNEY ROAD DEVELOPMENT CORPORATION

WITNESS

_____ _____ (SEAL)
John J. O'Lexey, President

Date: JUNE 25, 1986

Mr. Clerk: Please return to: C. K. Garinther, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

EXHIBIT A

BEGINNING for the same at the point where the Eastmost side of Maryland Route No. 175 is intersected by the South 50° 31' 50" West 1212.89 foot line of the land described in the mortgage from Wilton Woods Building Corporation to John H. O'Lexey and Elizabeth O'Lexey, his wife, dated December 22, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 890, folio 75; thence from the said beginning point running, reversely, with part of the said line, North 50° 31' 50" East 293.15 feet to a point; thence leaving the said line and running South 27° 22' East 210.80 feet and South 62° 38' West 275.24 feet to a point on the said Eastmost side of Maryland Route No. 175; thence running in a Northerly direction with the said Eastmost side of Maryland Route No. 175 by a line curving to the left with a radius of 2684.79 feet an arc distance of 149.82 feet, to the place of beginning, the chord of the said arc being North 31° 43' 40" West 149.76 feet. Containing 1.155 acres of land, more or less.

SUBJECT to the following easements and agreements:

1. Agreement between Consolidated Gas Electric Light and Power Company of Baltimore and John H. O'Lexey and Elizabeth O'Lexey his wife, dated September 23, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 391, folio 333.

2. Agreement between John H. O'Lexey and Elizabeth O'Lexey his wife, and Baltimore Gas and Electric Company dated November 26, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1659, folio 479.

BEING ALSO the same property conveyed to Lori-John Corporation, a body corporate, by John J. O'Lexey and Elizabeth O'Lexey, his wife, by a deed dated June 30, 1970, and recorded among the Land Records of anne Arundel County in Liber 2369, folio 248.

Mailed to Secured Party

BOOK 499 PAGE 399

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 484 Page No. 189

Identification No. 256242 Dated April 19, 1985

1. Debtor(s) Harold and Lorena D. Cochran
Name or Names—Print or Type
7022 Cresthaven Drive, Glen Burnie, MD 21061 (A.A.Co.)
Address—Street No., City - County State Zip Code

[redacted]
2. Secured Party Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: ☒ (Indicate whether amendment, termination, etc.) Termination

D. E. CLERK

RECORD FEE 13.00
POSTAGE .50
JUN 30 86

Mailed to Secured Party

C. B. CLERK

RECEIVED FOR RECORD
1986 JUN 30 AM 10:26
E. AUBREY COLLISON
CLERK

Dated: MAY 28 1986

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

COCHRAN
86-97
Amy

13.50

13.50

MEZGER, MULY AND YATEMAN
ATTORNEYS AND COUNSELLORS AT LAW
ARUNDEL FEDERAL BUILDING - SUITE 200
655 CRAIN HIGHWAY, S.E.
GLEN BURNIE, MARYLAND 21061

262555

Not to be recorded in Land Records

Subject to recordation tax:
Principal Amount is $210,000.00

The appropriate amount of documentary stamps have been paid and evidence is affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:

Ronald G. Manns
Dorothy J. Manns

Address:

7228 Ritchie Highway
Glen Burnie, Maryland 21061

2. Secured Parties:

The Bank of Baltimore

Larry S. Lindenmeyer, Trustee

Jimmy L. Hickman, Trustee

Address of all Secured Parties:

c/o The Bank of Baltimore
Baltimore and Charles Streets
Baltimore, Maryland 21202

RECORD FEE 12.00
POSTAGE .50
#13628 C040 R01 T16:21
JUN 27 86

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and

CR CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUN 27 PM 4:26

E. AUBREY COLLISON
CLERK

12.00 sc

1376v:05/28/86
3030-40-new

air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in a deed of trust given by Debtor to Larry S. Lindenmeyer and Jimmy L. Hickman, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The Bank of Baltimore.

5. Proceeds of collateral are also covered.

6. The land consists of the property located at 7228 Ritchie Highway, Anne Arundel County, Maryland and is more particularly described in the deed of trust referred to above.

Debtor:

Ronald G. Manns

Mailed to Secured Party

Dorothy J. Manns

To the Filing Officer: After this statement has been recorded, please mail the same to: Steven D. Shattuck, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

1376v:05/28/86
3030-40-new

BOOK 499 PAGE 402

262556

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any): 2/1/91

1. Debtor(s) (Last Name First) and address(es)

MBJ Corporation
c/o Tyler's Country Clothes
Jumpers Mall
Pasadena, Maryland 21122

2. Secured Party(ies) and address(es)

Interstate General Corp.
222 Smallwood Village
Center
St. Charles, MD 20601

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 16.00
RECORD TAX 175.00

4. This financing statement covers the following types (or items) of property:

(See Attached)

Agreed Stated Value - $25,000
[Recordation tax in the amount of $175 has been paid to the Clerk of the Circuit Court of Anne Arundel County as of June 27, 1986]

5. Assignee(s) of Secured Party and Address(es)

JUN 30 86

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Debtor: MBJ Corporation

By: Marvin R. Jacobs
Signature(s) of Debtor(s)

Secured Party: Interstate General Corporation

By: James J. Wilson
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUN 30 AM 11:40

E. AUBREY COLLISON
CLERK

ATTACHMENT TO UCC-1

I. Items located at Tyler's Country Clothes, Jumpers Mall, Pasadena, Maryland

	Stuart Garonzik (stereo system) (A)	660.00
1012	CSK Art Services (display signs)	30.00
1014A	" " "	175.00
1014	" " "	265.00
10013	" " "	515.00
1005	" " "	100.00
1001	" " "	277.50
6003	Patrick Signs (G)	4,004.12
071792	Electrolux (C)	360.00
5008	Tyler's Country Clothes (cash register & marking machine) (E)(F)	4,088.43

IRON GATES	-	1'4"	1'6"	7	122.50
OAK SWIVEL CHAIR	-	-	-	1	50.00
OAK STRAIGHT CHAIR	-	-	-	1	25.00
TRUNKS	-	-	-	2	100.00

Two (2) Tyler's Signs
from the Laurel Store

Identification Numbers

I. (A) 6826 - Receiver; AA-11-81-Amp.

III. (B) G-9815 - FM Receiver; XO-4-8, Amp.

I. (C) F 16017

III. (D) Telephone - D-027726
F-086047
E-030063
E-022810
J-008438-Pager/Music cutoff
401038-Relay Battery
F-093210-Key Box

I. (E) Marking Machine-519

I. (F) Cash Register-32-142-992-53

I. (G) Transformers for signs - 379, 1878, 978, 1273, 378, 817

III. (X) 32-13716811

III. Items located at Mar-Rube (trailer park), 8391 Washington Boulevard, Route 1, Jessup, Anne Arundel County, Maryland.

BOOK 499 PAGE 404

INVOICE	SOURCE	AMOUNT
	David Thomas Flooring	$ 700.00
	Jack Stone Sign Inc.	3,809.00
12710	Bur-tel Security	690.00
05748	Litchfield Welding	1,621.00
	Allan Smith-Capentry	2,490.00
	CSK Art Services	2,418.00
	Walbrook Mill & Lumber	8,263.56
	Executive/Atlantic (D)	8,463.62
	Cluster Electrical	3,000.08
	Stuart Garonzik (B)	1,260.00
	Baltimore Display	3,648.95
	NCR (X)	3,561.96
	TOTAL	$38,924.17

DESCRIPTION	H	W	L	QTY.	PRICE
Mahogany Table	32"	59"	8'	1	$ 800.00
Mahogany Table	32"	59"	8'	1	550.00
Mahogany Table	32"	2'	6'	1	375.00
Mahogany Table	32"	2'	6'	1	375.00
Felt Box Top Table	3'	2'	58"	6	750.00
Mahogany Display Tables	7½"	3'	54½"	3	375.00
Mahogany Table	32"	2'	7'	1	200.00
Mahogany Trim Glass Door	8'	31½"		1 pr.	300.00
Mahogany Trim Floor Mirror	8'	21"		3	1000.00
Mahogany Door with Mirror	8'	20½"		2	1000.00
Walk in closet with Mirror	-	-		2	1000.00
Mahogany Cabinet w/pull out shelves	7'	7½"		1	1000.00
Mahogany Cabinet w/revolving rack	4'3½"	7'	4'5"	2	1500.00
Mahogany & Glass	7'	5'2"	2'9"	2	1700.00
Walk in Show Case	14'	-	-	1	375.00
Mahogany Cornice	-	-	-	2	100.00
Trunks					
					$11200.00

II. Items located at Interstate General Corporation, 222 Smallwood Village Center, St. Charles, Maryland.

Invoice #	SOURCE & ITEM	AMOUNT
1693	North American Business Machine	$ 386.88
9814	Baltimore Display (window display)	2,318.98
9812	Baltimore Display	133.04
21633	Bill's Glass (door glass)	43.16
21719	Bill's Glass	44.20

DESCRIPTION	H	W	L	QTY	PRICE
OAK TABLE	32"	59"	8'	1	$ 600.00
OAK TABLE	32"	59"	8'	1	550.00
OAK TABLE	32"	2'	6'	1	375.00
OAK TABLE	32"	2'	6'	1	375.00
STRIP BOX TOP TABLE	3'	2'	58"	6	750.00
OAK DISPLAY TABLES	7 1/2"	2'	3'	2	200.00
OAK DISPLAY TABLEX	7 1/2"	3'	54 1/2"	3	378.00
OAK TABLES	27 1/2"	2'	14'	2	500.00
OAK TABLE	32"	2'	13'	1	150.00
OAK TABLE	32"	2'	7'	1	200.00
OAK PANEL	7' 5"	4'4 1/2"		3	225.00
OAK DOOR STAIN GLASS	6' 8"	2'3"	-	2	100.00
OAK TRIM GLASS DOOR	8'	23"	-	1 pr.	200.00
OAK TRIM GLASS DOOR	8'	31 1/2"	-	1 pr.	300.00
FULL LTH. 3WAY MIRROR	121	32"	-	1	600.00
OAK TRIM FLOOR MIRROR	8'	21"	-	8	1,000.00
OAK DOOR W/MIRROR	8'	20 1/2"	-	2	1,000.00
WALK IN CLOSET W/MIRROR	-	-	-	2	1,000.00
OAK & GLASS CLOSET	7'	7'	4'	3	2,550.00
OAK CABINET W/PULL OUT SHELVES	7'	7 1/2'	-	1	1,000.00
OAK CABINET W/PULL OUT SHELVES	4'10"	4'2"	2'9 1/2"	6	3,000.00
OAK CAIBNET W/REVOLVING RACK	4'3 1/2"	7'	4'5"	2	1,500.00
OAK TRIP U SHAPED CABIN.	4'3 1/2"	8'	10"	1	600.00
OAK & GLASS WALK IN SHOW CASE	7'	5'2"	2'9"	2	1,700.00
OAK SHELVING UNITS	7'	7'	2'3 1/2"	6	3,000.00
OAK SHELVING UNITS W/ SLIDING DOORS	7'	10'	2'3 1/2"	2	2,000.00
OAK SHELVING W/CORNICE	7'	6'	2'	14	3,500.00
OAK CORNICE	14'	-	-	1	600.00
OAK CORNICE	14'	-	-	1	375.00
OAK RAILING	8'4"	-	-	12	210.00
OAK RAILING W/SPOKES	8'3"	-	-	1	500.00

Mailed to Secured Party

BOOK 499 PAGE 406

THE LOMAS & NETTLETON COMPANY 2625023

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

DEBTOR: Robert W. Witter and Janet Y. Witter

PROPERTY ADDRESS: 776 Locust Circle

Arnold Maryland 21012

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175 Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: June 1, 2016

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:

Range/Oven, Refrig., Clothes-washer, Dryer

RECORD FEE 12.00
POSTAGE .50
RECEIPT CASH ROA 120153
JUN 30 86

The above described items of property are affixed to a dwelling house located in Anne Arundel County Maryland. For a more particular description of the property, reference is hereby made to a Deed of Trust dated May 16,1986, from Robert W. Witter and Janet Y. Witter to The Lomas & Nettleton Company which has been recorded among the land records of Anne Arundel County Maryland, immediately prior hereto.

SECURED PARTY:

THE LOMAS & NETTLETON COMPANY
7890 Backlick Road Suite 230
Springfield Virginia 22150

BY: Edna Mills
Edna MIlls Loan Closer

DEBTORS:

Robert W. Witter
Robert W. Witter

Janet Y. Witter
Janet Y. Witter

Mailed to Secured Party

12.50

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 30 PM 8:57
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 407

262523

FINANCING STATEMENT

☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of $.....

1. Name of Debtor(s): Designer Discount Shoes LTD.
Address: 6940 D San Thomas Rd.
Elkridge MD 21227

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
Inventory: All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and whereever located including, without limitation, raw materials, work in process or finished goods, all materials used or usable or consumed in debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.
Accounts: All of the debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due

4. Check the statements which apply, if any, and supply the information indicated:

debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

☐ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
POSTAGE .50
11:57
JUL 1 86

☒ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s): Designer Discount Shoes LTD.
Fulvio Alviani, Vice Pres.

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: Jeffrey S. Armiger
Branch Officer
Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1986 JUL -1 PM 12:02
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

045-580/2 Rev 5-79

SOVRAN BANK

BOOK 499 PAGE 408

Financing Statement

262521

COPY FOR FILING

[X] Not Subject to Recordation Tax
[ ] Subject to Recordation Tax; Principal Amount is $ _____
[ ] To Be Recorded in Land Records of _____

Record in:

[X] SDAT
[ ] Montgomery County
[ ] Prince George's County
[X] Other Anne Arundel County

	NAME	ADDRESS		
1.	Debtor(s)	Street	City	State
	Brown's Reistertown Road Motors, Inc. T/A Brown's Acura	3510 Ft. Meade Road	Laurel	MD 20707

2. Secured Party: MAIL TO:
12125 Viers Mill Rd.
Silver Spring, MD 20906

SOVRAN BANK/MARYLAND
~~6610 Rockledge Drive, Bethesda, MD 20817~~
Attn: ~~Loan Administration~~ Dealer Finance

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check [X] one or more boxes as applicable:

[X] All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

[X] Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

[X] Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

[ ] Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

[ ] Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

RECORDING FEE 12.00
POSTAGE .50
RECEIVED FOR REC. 11:57 AM
JUL 1 86

1986 JUL -1 PM 3:41
E. AUBREY COLLISON
CLERK

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND

By: _____

Type Name Joseph C. McMahon

Title Vice President

Debtor(s) or Assignor(s)

Brown's Reistertown Road Motors, Inc.

T/A Brown's Acura

Robert D. Benton

Robert D. Benton, President
Type or Print Name and Title of Each Signature

Mailed to Secured Party

1200/20

N 202 - 8421
R 386

BOOK 499 PAGE 409 262569

MARYLAND NATIONAL BANK

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of _____

2. ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County

3. ☐ Not subject to Recordation Tax

4. ☒ Recordation Tax has been paid on the principal amount of $ 576,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s)

Charles F. Wheatley
Elaine J. Wheatley

Address(es)

232 Prospect Bay Drive West
Grasonville, Maryland 21638

34 Defense Street
Annapolis, Maryland 21401

6. Secured Party:
MARYLAND NATIONAL BANK
Attention: Patricia A. Hicks

Address: Real Estate and Mortgage Division
10 Light Street
Fifth Floor
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, ~~furniture~~, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 13, 19 86 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)

Charles F. Wheatley (SEAL)
Charles F. Wheatley

Elaine J. Wheatley (SEAL)
Elaine J. Wheatley

Secured Party:
MARYLAND NATIONAL BANK

By: _____ (SEAL)

Patricia A. Hicks
Type name and title Mortgage Loan Officer

Mr Clerk. Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

853-8 ED 1/85

CR CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUL -2 PM 1:40

E. AUBREY COLLISON
CLERK

12.00

DESCRIPTION 34 DEFENSE STREET
ANNAPOLIS, MARYLAND

BOOK 499 PAGE 410

Beginning for the same at a point on the northerly right-of-way line of Defense Street, said point being at the end of the first North 53 degrees 59 minutes West 124.1 foot line of a conveyance from The Richmond Fellowship of Metropolitan Washington, Inc. to Fellowship Foundation, Inc. by deed dated June 27, 1983 and recorded among the land records of Anne Arundel County, Maryland in liber 3618 folio 249 running thence from the point of beginning so fixed along the northerly right-of-way line of Defense Street.

(1) North 61 degrees 19 minutes 17 seconds West 166.75 feet to a point thence leaving said right-of-way line of Defense Street and running

(2) North 31 degrees 41 minutes 43 seconds East 76.41 feet to a point thence

(3) South 73 degrees 52 minutes 17 seconds East 63.00 feet to a concrete monument thence

(4) South 69 degrees 35 minutes 17 seconds East 102.89 feet to a point thence running reversely along the second line of the aforementioned conveyance

(5) South 28 degrees 59 minutes 58 seconds West 104.79 feet to the point of beginning containing 15,150 square feet or 0.3478 acres of land.Subject to any rights-of-ways, easements, and/or restrictions of record.

Being the same property parcels 1 & 2 which by deed dated April 17, 1984 and recorded among the land records of Anne Arundel County, Md. was granted and conveyed by Marcia D. Moreland (individually), Sheila M. Boswell and Marcia D. Moreland (as custodian for Kevin Warren Alton) surviving joint tenants of Catherine A. Ritchie to Riverbay Associates.

Prepared by: Apex Engineering, Inc.
110 Old Solomons Island Road
Annapolis, Maryland 21401
301-841-6737

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

BOOK 499 PAGE 421

Washington Law Reporter Form 1000
1623 Eye St., N.W., Washington, D.C. 20006

474
27137

TO BE RECORDED AMONG THE CHATEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

262570

FINANCING STATEMENT

For Filing Officer Use
File No.
Date &
Hour

Check below if goods are or are to become fixtures.

☐ TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Annapolis West Limited Partnership a Virginia Limited Partnership	c/o WEISSBERG CORP. 1911 N. FORT MYER DRIVE SUITE 1204 ARLINGTON, VA. 22209			

Name of Secured Party or assignee	No.	Street	City	State
The Manufacturers Life Insurance Company	200 Bloor Street East Toronto, Ontario, CANADA M4W 1E5 Attn: U.S. Mortgage Department			

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE ATTACHED SCHEDULE B for items located on the real property described on Schedule A.

RETURN TO: John J. Carmody, Jr.
1828 L Street, N.W.
Suite 800
Washington, D.C. 20036

RECORD FEE 14.00
POSTAGE .50
#14052 C345 R01 T14:09

(If affixed to realty—state value of each article)

CR CLERK

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

JUL 2 86

3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

1986 JUL -2 PM 2:12
E. AUBREY COLLISON
CLERK

4. ☒ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement *is is not* subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)
ANNAPOLIS WEST LIMITED PARTNERSHIP
a Virginia Limited Partnership

By: WHT Limited Partnership
a Virginia Limited Partnership

By: M F Weissberg
Marvin F. Weissberg
General Partner

THE MANUFACTURERS LIFE INSURANCE COMPANY
a Canadian Corporation

_____ (Seal)
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

14
8

SCHEDULE A

BEGINNING for the same at the intersection formed by the North side of West Street with the East side of Calvert Street, and running thence with the East side of Calvert Street, North 03 degrees, 08 minutes, 40 seconds West, 20.05 feet; thence North 16 degrees, 47 minutes, 50 seconds East, 89.11 feet; thence North 17 degrees 40 minutes East, 65.91 feet; thence leaving Calvert Street, South 75 degrees, 31 minutes, 40 seconds East, 112.60 feet; thence South 17 degrees, 02 minutes, 40 seconds East, 21.78 feet; thence South 03 degrees, 58 minutes, 50 seconds East, 109.68 feet to the North side of West Street; thence with the same South 86 degrees, 40 minutes, 30 seconds West, 167.96 feet to the place of the beginning. Containing 21,634 square feet, more or less, as shown on Survey and Improvement Location Plat of Sixty-West Associates Limited Partnership Property, #60 West Street, Annapolis, 6th District, Anne Arundel County, Maryland, dated May 26, 1977 (and last recertified May 8, 1986) and made by J. R. McCrone, Jr., Inc.

TOGETHER WITH an easement dated August 29, 1977 from the City of Annapolis to R.P. Corporation, Inc., recorded September 1, 1977 in Liber 2997 at folio 706 among the Land Records of Anne Arundel County, Maryland, to which is attached a plat dated May 26, 1977 in Liber WGL 2997 at folio 709 entitled Survey and Improvement Location For: Weissberg, a Development Corporation prepared by J. R. McCrone, Jr., on which is shown on such easements.

SCHEDULE B

All refrigerators, coolers, refrigerated cases, dishwashers, disposals, trash compactors, washers, dryers, ranges, stoves, hoods, fans, carpeting, furniture, furnishings, floor coverings, wall coverings, office equipment, show cases, counters, and articles of interior decoration; all partitions, screens, awnings, venetian blinds, shutters, shades, storm windows, and storm doors; all cabinets, mirrors and mantels; all office, restaurant, bar, kitchen, laundry and lavatory fixtures, utensils, appliances, equipment and supplies; all recreational equipment and devices; all cleaning equipment, supplies, and systems, ventilation, refrigerating, fire prevention and fire extinquishing systems (including sprinkler system), apparatus and equipment; all television, radio and other musical equipment; all passenger and freight elevators, and escalators and machinery and equipment pertaining thereto; all parking meters, tow trucks, signs, lane markers and signals; all partitions, building materials, equipment and machinery, including such materials, machinery and equipment as are delivered on site to the aforedescribed premises during the construction of any building or improvement thereon if intended to be added thereto, incorporated therein or thereon suitable for any such use; all pipes, conduits, ducts, pumps, boilers, tanks, motors, engines and furnaces, all heating, lighting, sprinkling, plumbing, air conditioning, air cooling, gas-burning, oil-burning, and electrical fixtures, machinery and equipment of whatsoever kind and nature; and all equipment, parts, accessories, attachments, additions and other goods and replacements thereof, of every kind and description, and such other equipment, chattels and personal property owned by Annapolis West Limited Partnership and as ever furnished by a landlord in letting or operating an office building.

Mail to John J Carmody Jr

T63:06

BOOK 499 PAGE 414

TERMINATION STATEMENT

Date of Original Financing Statement August 5, 1983

Identifying Number of Original Financing Statement 248463
Liber 464 folio 384

This statement of termination is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name (Last Name First)	2. Debtor(s) Complete Address(es)	For Filing Officer (Date, Time, Number)
O'Leary's Seafood Restaurant and Market	310 Third Street Annapolis, Maryland 21403	
3. & 4. Secured Party(ies) and Complete Address(es)	**5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)**	
Contel Credit Corporation 223 Perimeter Center Parkway Atlanta, Georgia 30346	None	

1986 JUL -2 PM 3:34
E. AUBREY COLLISON
CLERK

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to make advances, incure obligations or otherwise give value to the Debtor, and the Secured Party no longer claims a security interest with respect to the collateral covered by the Original Financing Statement bearing the file number and liber and folio number (if applicable) shown above.

This Statement to be returned after recordation to Bernstein & Feldman, P.A.

79 West Street, Post Office Box 591, Annapolis, Maryland 21404

RECORD FEE 10.00
POSTAGE .50
014073 045 R01 T14:58
JUL 2 86

Date of Statement of Termination of Financing

Signature of Secured Party(ies) or Assignee(s)

CONTEL CREDIT CORPORATION

By:
Authorized Agent
Bobbie Fitzpatrick, UCC Processor

Mid-Maryland Title Co., Inc.
P.O. Box 591
Mail to Annapolis, MD 21404-0591

10.
#1344

BOOK 499 PAGE 415

TERMINATION STATEMENT

Date of Original Financing

Statement November 7, 1984

Identifying Number of Original

Financing Statement 254460
Liber 479 page 235

This statement of termination is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name (Last Name First)	2. Debtor(s) Complete Address(es)	For Filing Officer (Date, Time Number)
O'Leary's Restaurant and Seafood Market	310 Third Street Annapolis, Maryland 21403	
3. & 4. Secured Party(ies) and Complete Address(es)	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
Contel Credit Corporation 223 Perimeter Center Parkway Suite 230 Atlanta, Georgia 30346	None	

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to make advances, incure obligations or otherwise give value to the Debtor, and the Secured Party no longer claims a security interest with respect to the collateral covered by the Original Financing Statement bearing the file number and liber and folio number (if applicable) shown above.

This Statement to be returned after recordation to BERNSTEIN & FELDMAN, P.A.

79 West Street, Post Office Box 591, Annapolis, Maryland 21404

Date of Statement of Termination of Financing

RECORD FEE 10.00
POSTAGE .50
CONTEL CREDIT CORPORATION 045 R01 T14:58
JUL 2 86

Signature of Secured Party(ies) or Assignee(s)

By
Authroized Agent
Bobbie Fitzpatrick, UCC Processor

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUL -2 PM 3:34
E. AUBREY COLLISON
CLERK

Mail to Mid-Maryland Title Co., Inc.
P.O. Box 591
Annapolis, MD 21404-0591

G. L.
CLERK

10.00
JC

#1344

262571

BOOK 499 PAGE 416

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☑ Subject to Recordation Tax; Principal Amount is $ 3,000.00

☐ To be Recorded in Land Records (For Fixtures Only).

Name of Debtor	Address
James M. Conley	124 Sunset Drive Annapolis Md. 21403

Secured Party	Address
Farmers National Bank of MD	5 Church Circle Annapolis Md. 21401

Assignee

FARMERS NATIONAL BANK OF MARYLAND – 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

   IBM 5160 Home Computer
   Serial #3609227

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE .50
9945 12:17 PM 115149
JUL 2 86

3. ☐ Proceeds ☐ Products } of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

James Martin Conley
James Martin Conley

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY Susan F. Smith
Susan F. Smith
Farmers National Bank of MD

CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUL -2 PM 3:52
E. AUBREY COLLISON
CLERK

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mail to

11.00
21.00
.5

BOOK 499 PAGE 417

262572

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☑ Subject to Recordation Tax; Principal Amount is $ 10,500.00

☐ To be Recorded in Land Records (For Fixtures Only).

Name of Debtor	Address
SOUTHERN MARYLAND CABLE, INC.	5928 SOLOMONS ISLAND RD. TRACYS LANDING, MD 20779

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND – 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

a trucks, 1970 Chevy, Telsta C-60 Ser. # BE630P171300; BURKEEN B-30 PLOW W/BORING UNIT & TRENCHER ATTACHMENT, Ser. # B-30-513; 1981 Intl. Dump Truck 9900 series, Ser. # 1HTDA1954CHA12716

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 11.00
RECORD TAX 73.50
POSTAGE .50
CURRENT CERT AND TITLE 75.50
JUL 2 86

3. ☐ Proceeds / ☐ Products } of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)	Secured Party (or Assignee)
SOUTHERN MARYLAND CABLE, INC.	FARMERS NATIONAL BANK OF MARYLAND
L. Pg. Allen Pres.	
Janet Weems Sec/Treas.	BY Ross J. Kelly

Type or print names under signatures

CR CLERK

1986 JUL -2 PM 3:52
E. AUBREY COLLISON
CLERK
ANNE ARUNDEL COUNTY

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mail to _____

11.00
73.50

11.00
73.50

BOOK 499 PAGE 418

262573

MARYLAND NATIONAL BANK

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of _____

2. ☐ To Be Recorded among the Financing Statement Records of _____

3. ☐ Not subject to Recordation Tax.

4. ☒ Recordation Tax has been paid on the principal amount of $ 250,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s):

Robert J. Bell

Address(es):

513 Benfield Road
Severna Park, Maryland 21146

200 S. Ocean Boulevard
Pompano Beach, Florida 33062

6. Secured Party:
MARYLAND NATIONAL BANK
Attention: Charles S. Fitzgerald

Address: Real Estate and Mortgage Division
10 Light Street
Fifth Floor
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 15, 1986 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

_____ (SEAL)
Robert J. Bell

_____ (SEAL)

Secured Party:
MARYLAND NATIONAL BANK

By: _____ (SEAL)

Charles S. Fitzgerald
Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

853-8 ED 1/85

CR CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUL -2 PM 5:36
E. AUDREY COLLISON
CLERK

SCHEDULE A

BEGINNING for the first and being known and designated as Lot number 1, Block 43 and Lots 9, 10, 11 and 12, Block 42, as shown on the plat of "Carrollton Manor", which plat is recorded among the land records of Anne Arundel County In Plat Book 9, folio 24.

BEGINNING for the second:

PARCEL A

That section of Cypress Lane, 30 feet wide beginning on the north right of way line of East Drive as shown on plat number 4 of relocated Benfield Road, Windward Drive to Truck House Road and running thence in a northerly direction for a distance of 37 feet more or less to the south right of way line of relocated Benfield Road as shown on plat number 4.

SUBJECT to the perpetual rights of Anne Arundel County, Maryland, a body corporate and public of the State of Maryland, its successors and assigns, the right to lay, construct and maintain sewer, drains, water pipes and other public utilities, services and appurtenances within the limits of parcel "A".

SAVING AND EXCEPTING, from the herein described property all that part thereof which was granted and conveyed unto Anne Arundel County, Maryland, a body corporate and public of the State of Maryland by Deed dated March 22, 1973 and recorded among the land records of Anne Arundel County in Liber 2608, folio 604 and being more fully described as follows:

PARCEL B

All that strip or parcel of land lying within the limits of the right of way lines of Benfield Road and East Drive and being shown thusly on plat number 4 relocated Benfield Road, Windward Drive to Truck House Road, as shown on a plat recorded among the land records of Anne Arundel County in Liber 2772, folio 21.

Mailed to Secured Party

BOOK 499 PAGE 420

262574

TO BE RECORDED IN:

( ) State Department of Assessments & Taxation

(✓) Financing Statement Records

( ) Land Records

RECORD FEE 17.00
POSTAGE .50
#14226 C777 R01 T18:23
JUL 2 86

( ) SUBJECT TO: (X) NOT SUBJECT TO:

Recording Tax on Principal Amount of $ N/A

FINANCING STATEMENT

1. DEBTOR: AMERICAN LITHOGRAPH, INC.
611 (H and J) Hammonds Ferry Road
Linthicum, Maryland 21090

2. SECURED PARTY: Maryland Small Business
Development Financing Authority

World Trade Center, Suite 700
Baltimore, Maryland 21202

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

See Attached Exhibit A

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral (X) are ( ) are not covered.

7. Proceeds of collateral (X) are ( ) are not covered.

1750.

CLERK

1986 JUL -2 PM 6:45

DEBTOR:

SECURED PARTY:

MARYLAND SMALL BUSINESS
DEVELOPMENT FINANCING AUTHORITY

By: Barbara L. Richards
Barbara L. Richards
President

By: Stanley W. Tucker
Stanley W. Tucker,
Executive Director

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Barbara G. Swain, Esq.
Office of the Attorney General
Department of Economic and Community Development
World Trade Center
Suite 700
Baltimore, Maryland 21202

D-3:15

EXHIBIT A

1. All Debtor's right to payment under the terms of two (2) certain contracts between Debtor and U.S. Government Printing Office (1) 814-M dated April 1, 1986 and (2) 1302-M dated February 24, 1986 (collectively the "Contract"). The right to payment assigned hereby includes all moneys and claims for moneys due and to become due to Debtor under the Contract, including all accounts receivable arising from Debtor's performance under the Contract and all proceeds thereof;

2. All of the Debtor's right, title and interest in and to equipment of every type and description now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any for whatsoever (the "Equipment");

3. All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever (the "Inventory");

4. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposit with sureties on bonded contracts, all goods returned, repossessed, or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor, all rights

which Debtor may at any time have, by law or agreement, against any other obligor obligated to make such payment and all rights and liens which Debtor may at any time have, by law or agreement,against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks (the "Receivables"); and

5. All property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in the Secured Party's possession, all property and assets of Debtor in or on which the Secured Party has, or may in the future acquire or be granted, a lien whether related or unrelated to this Agreement, whether or not now contemplated, whether or not any instrument or agreement relating thereto specifically refers to this Agreement and whether or not the obligation secured is of the same character or class as Debtor's obligations hereunder, and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the items set forth in this Exhibit A in any form whatsoever and all books, records and data processing materials in any form (including tapes,disks and the like) documenting, describing or in any way relating to any or all of the items set forth in this Exhibit A, whether in the possession of Debtor or any other person.

Mailed to Secured Party

which Debtor may at any time have, by law or agreement, against any other obligor obligated to make such payment and all rights and liens which Debtor may at any time have, by law or agreement,against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks (the "Receivables"); and

5. All property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in the Secured Party's possession, all property and assets of Debtor in or on which the Secured Party has, or may in the future acquire or be granted, a lien whether related or unrelated to this Agreement, whether or not now contemplated, whether or not any instrument or agreement relating thereto specifically refers to this Agreement and whether or not the obligation secured is of the same character or class as Debtor's obligations hereunder, and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the items set forth in this Exhibit A in any form whatsoever and all books, records and data processing materials in any form (including tapes,disks and the like) documenting, describing or in any way relating to any or all of the items set forth in this Exhibit A, whether in the possession of Debtor or any other person.

Mailed to Secured Party

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Md. 21404

- $ 10.00 BOOK 499 PAGE 424

MARYLAND UNIFORM COMMERCIAL CODE – FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251704, RECORDED IN LIBER 472 FOLIO 401 ON 4/24/84 (DATE).

2. Name and address of Debtor(s)	3. Name and address of Secured Party
Stockett's Excavating & Hauling, Inc. 1174 W. Central Street Davidsonville, MD 21035	C.I.T. Corporation 1301 York Rd. Lutherville, MD 21093

4. After recording, this statement is to be returned to C.I.T. Corporation at

RECORD FEE 10.00
POSTAGE .50
01:47 PM 01 T13423

5. Maturity date of obligation (if any):

6. CHECK [✓] FORM OF STATEMENT

A. [ ] CONTINUATION – The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.

JUL 2 86

B. [ ] PARTIAL RELEASE – From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.

C. [ ] ASSIGNMENT – The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.

D. [X] TERMINATION – The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.

E. [ ] OTHER – _____ (State whether amendment, etc.)

1986 JUL -2 PM 4:45
ANNE ARUNDEL CO.
MARYLAND
CLERK
RECORDED AND RETURNED TO
CLERK OF THE CIRCUIT COURT

7. Name and Address of Assignee:

8. Description of Callateral:

Dated 4/24/86

Joseph C. Sickle
(Signature of Secured Party)

JOseph C. Sickle
(Type or Print Name of Secured Party on Above Line)

Mailed to Secured Party

10.50

S-SA-1074A (3-72)

BOOK 499 PAGE 425

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Md 21404 - $10.00

MARYLAND UNIFORM COMMERCIAL CODE – FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252554, RECORDED IN LIBER 474 FOLIO 423 ON 6/16/84 (DATE).

2. Name and address of Debtor(s)	3. Name and address of Secured Party
Stockett's Excavating & Hauling, Inc. 1174 W. Central Ave. Davidsonville, MD 21035	C.I.T. Corporation 1301 York Rd. Lutherville, MD 21093

4. After recording, this statement is to be returned to C.I.T. Corporation at

RECORDING FEE 10.00
PARTIAL .50
JUL 2 86

5. Maturity date of obligation (if any):

6. CHECK [✓] FORM OF STATEMENT

A. [ ] CONTINUATION – The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.

B. [ ] PARTIAL RELEASE – From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.

C. [ ] ASSIGNMENT – The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.

D. [x] TERMINATION – The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.

E. [ ] OTHER – _____ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

1986 JUL -2 PM 4:45
ANNE ARUNDEL COUNTY
RECORDED IN THE LAND RECORDS OF
AUDREY E. COLLISON
CLERK

Dated 4/24/86

Joseph C. Sickle
(Signature of Secured Party)

Joseph C. Sickle
(Type or Print Name of Secured Party on Above Line)

Mailed to Secured Party

5-SA-1074A (3-72)

262575

BOOK 499 PAGE 426

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)
10141-57053
Norman Viens
1091 Lower Pindell Rd.
Lothian, MD 20711

2. Secured Party(ies) and address(es)
Bush & Cook Leasing, Inc.
1600 W. Main St.
Wilmington, OH 45177

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#14229 C777 R01 T18:25
JUL 2 86

4. This financing statement covers the following types (or items) of property:
Lease agreement between Norman Viens and Bush & Cook Leasing, Inc. dated June 17, 1986

WOW Equipment Ser. #107938018011

WE ARE NOT REQUIERD TO PAY RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check [X] if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: County:

Norman Viens
By: Norman K Viens
Signature(s) of Debtor(s)

Bush & Cook Leasing, Inc.
By: Sue Cornette - Sec
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

1/50

Mailed to Secured Party

CR CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUL -2 PM 6:45

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND BOOK 499 PAGE 427

262576 FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name David Martin

Address 7545 Race Road, Hanover, Maryland 21076

2. SECURED PARTY

Name Sunnen Products Company

Address 7910 Manchester Avenue

St. Louis, Missouri 63143

Person And Address To Whom Statement Is To Be Returned If Different From Above.

11.00
.50
JUL 2 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Certain machinery and equipment manufactured by Sunnen Products Company including:

1 HS-60 Honing Stand Serial # 2513
1 VS-6500 Valve Refacer Serial # 1097

and various tooling and accessories

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

CR CLERK

1986 JUL -2 PM 6:45

NANCY COLLISON CLERK

X David Martin
(Signature of Debtor)

David Martin
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Jean Guse, CreditManager
(Signature of Secured Party)
Jean Guse

Sunnen Products Company
Type or Print Above Signature on Above Line

Mailed to Secured Party

BOOK 499 PAGE 428

262577

FINANCING STATEMENT

[X] Not subject to recordation tax
[ ] Subject to recordation tax on principal amount of $.....

1. Name of Debtor(s): Bay Fence Company
Address: 640 Ridgely Ave.
Annapolis, Md 21401

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
Address: ~~8401 Georgia Avenue Silver Spring, Maryland 20910~~
209 Main Street
Annapolis, MD 21401

RECORDING FEE 15.00
FILING FEE .50
1986 JUL 01 PM 12:26
JUL 2 86

3. This Financing Statement covers the following types (or items) of property:

1. Accounts Receivables. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

[ ] (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

1986 JUL -2 PM 6:45
CLERK
ANNE ARUNDEL COUNTY
AUBREY COLLISON
CLERK

[XX] Proceeds of the collateral are also covered.

[ ] Products of the collateral are also covered.

Debtor(s): Bay Fence Company
By: Stanley Bloom, Proprietor
Stanley Bloom
Judith G. Bloom
By: Judith G. Bloom, Proprietor

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:
1st AMERICAN BANK OF MARYLAND
By: .....
Dennis L. Ortiz, Asst. Vice-President
(Type Name and Title)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

13.50

Mailed to Secured Party

045-580/1 Rev. 12/78

Anne Arundel Co., MD

262578 BOOK 499 PAGE 429

☐ TO BE ☒ NOT TO BE } RECORDED IN LAND RECORDS

☐ SUBJECT TO ☒ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF $

FINANCING STATEMENT

1. Debtor: MARYLAND STATE DEPARTMENT OF NATURAL RESOURCES d/b/a MARYLAND ENVIORNMENTAL SERVICE
   Name or Names—Print or Type
   2020 Industrial Drive, Annapolis, Anne Arundel, MD 21401
   Address—Street No., City - County State Zip Code

2. Secured Party: MARYLAND NATIONAL LEASING CORPORATION
   Name or Names—Print or Type
   502 Washington Ave., Towson, Baltimore, MD 21204
   Address—Street No., City - County State Zip Code

3. Assignee: UNION-TIDEWATER FINANCIAL COMPANY, INC.
   Name or Names—Print or Type
   7 St. Paul Street, Baltimore, Maryland 21203
   Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Attachment

RECORD FEE 12.00
#14222 C777 R01 T18:20
JUL 2 86

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☐ are ☒ are not covered.

DEBTOR(S):
MARYLAND STATE DEPARTMENT OF NATURAL RESOURCES d/b/a MARYLAND ENVIORNMENTAL SERVICE

✓ [signature]
(Signature of Debtor)

✓ MICHAEL J. SCIBINICO II
Type or Print

SECURED PARTY:
MARYLAND NATIONAL LEASING CORPORATION
(Company, if applicable)

[signature]
(Signature of Secured Party)

Thomas M. Jaschik, General Manager, Municipal Leasing
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Terri Preston, Maryland National Leasing Corporation
502 Washington Ave., Towson, MD 21204

Lucas Bros. Form F-1

12

CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY, MD.

1986 JUL -2 PM 6:44

E. AUBREY COLLISON
CLERK

ATTACHMENT TO UCC-1

BOOK 499 PAGE 430

Debtor: Maryland State Department of Natural Resources d/b/a
Maryland Enviornmental Service

Secured Party: Maryland National Leasing Corporation

The equipment leased pursuant to that certain Equipment Lease/Purchase Agreement dated as of May 20, 1986, between Secured Party, as lessor, and Debtor, as lessee, and all replacements, substitutions and alternatives therefor and thereof and accessions thereto and all proceeds (cash and non-cash), including the proceeds of all insurance policies or condemnation awards, thereof (more fully described below);

Royer Model 365 Shredder/Mixer
Serial No. 365-579 TRW-640

Mailed to Assignee

BOOK 499 PAGE 431

STATE OF MARYLAND

EXHIBIT B

262579

Identifying File No. _____

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 442.78

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STEVE C. ROGERS

Address 1932 CUIRE DR. SEVERN Md. 21144

RECORD FEE 11.00
POSTAGE .50
#14215 C777 R01 T18:15

2. SECURED PARTY

Name LAWRENCE A. SMITH

Address 8900 ROBIN PLACE
LAUREL Md 20708

Person And Address To Whom Statement Is To Be Returned If Different From Above.

JUL 2 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee(s) of Secured Party and Address(es)

Mechanics' Acceptance Corp.
165 Northwest Avenue
Tallmadge, Ohio 44278

All tools, equipment and accessory items now owned by Debtor for use in Debtor's trade or business together with any and all similar tools, equipment and accessory items hereafter acquired.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

CR CLERK

Mailed to Secured Party

1986 JUL -2 PM 4:44

E. AUBREY ROLLISON
CLERK

Steve C Rogers
(Signature of Debtor)

STEVE C. ROGERS
Type or Print Above Name on Above Line

Steve C Rogers.
(Signature of Debtor)

STEVE C. ROGERS
Type or Print Above Signature on Above Line

Lawrence A. Smith
(Signature of Secured Party)

LAWRENCE A. SMITH
Type or Print Above Signature on Above Line

BOOK 499 PAGE 432

262580

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	No. of Additional Sheets Presented:	
(1) Debtor(s) (Last Name First) and Address(es):	(2) Secured Party(ies) (Name(s) And Address(es):	
R.A. Hair-Em, Inc. 1742 Albermarle Court Crofton, Maryland 21114	State National Bank of Maryland Route #3, P.O. Box 300 Millersville, Maryland 21108	RECORDING FEE 11.00 #14214 C777 R01 T18:15
(3) (a) ☐ Collateral is or includes fixtures. (b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	For Filing Officer JUL 2 86

(5) This Financing Statement Covers the Following types [or items] of property.

NO RECORDATION TAX
CONDITIONAL SALE

See Attached Schedule "A"

☐ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

R.A. Hair-Em, Inc.

(By) Robert A. Zyde (PRES.)

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy — Numerical

Secured Party(ies) [or Assignees]

State National Bank of Maryland

(By) Norma J. Valentine

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

RECEIVED FOR RECORD
CHARLES COUNTY

1986 JUL -2 PM 6:44

E. AUBREY COLLISON
CLERK

CR
CLERK

SCHEDULE "A"

ITS Turbo XT 8088 Computer
Seagate 20 Meg. Hard Disk
Quadchrome II Color Monitor (S/N 4130133)
Paradise Video Board
Mini I/O Board w/Clock, Serial, Par
Internal 300/1200 Modem
NEC P6 24 Pin DM Printer (S/N 580011444)
Parallel Printer Cable

Sharp 7000 Laptop Portable (S/N 6058833)
Par/Ser/Clock I/O Board
Internal 300/1200 Modem
Sharp 700 Carrying Case
Internal 300/1200 Modem

Mailed to Secured Party

262581

BOOK 499 PAGE 434

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER _____

Anne Arundel County

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Annapolis Pipeline, Inc.
4828 Polling House Rd.
Harwood, MD 20776

Check the box indicating the kind of statement. Check only one box.

XXX ORIGINAL FINANCING STATEMENT
☐ CONTINUATION – ORIGINAL STILL EFFECTIVE
☐ AMENDMENT
☐ ASSIGNMENT
☐ PARTIAL RELEASE OF COLLATERAL
☐ TERMINATION

RECORD FEE 11.00
POSTAGE .50
B14270 CTT 01 T09:16

Name & address of Secured Party

Furnival Machinery Company
7135 Standard Drive
Hanover, MD 21076

Name & address of Assignee

Associates Commercial Corporation
P.O. Box K224
Richmond, VA 23288

JUL 3 86

Date of maturity if less than five years

Check if proceeds of collateral are covered
( )

Description of collateral covered by original financing statement

One (1) Komatsu Model PC300LC-3 Hydraulic Excavator SN/12908 complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

1986 JUL 3 AM 9:36
E. AUBREY COLLISON
CLERK

Annapolis Pipeline, Inc.

Signature of Debtor if applicable (Date)

X

Furnival Machinery Company

Signature of Secured Party if applicable (Date)

P Wheatt 6/25/86
SECY TREAS

CLERK

Mailed to Secured Party

11/82

603591 (8-82)

SOVRAN BANK

BOOK 499 PAGE 435

262582

Financing Statement

COPY FOR FILING

Record in:

- [x] Not Subject to Recordation Tax
- [ ] Subject to Recordation Tax; Principal Amount is $ _____
- [ ] To Be Recorded in Land Records of _____

- [ ] SDAT
- [ ] Montgomery County
- [ ] Prince George's County
- [x] Other Anne Arundel County

	NAME	ADDRESS		
1.	Debtor(s)	Street	City	State
	Cardinal Industries, Inc.	333 S. Hammonds Ferry Road;	Glen Burnie, MD	21061
		and 2040 S. Hamilton Road;	Columbus, OH	43232

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

RECORD FEE 13.00
POSTAGE .50
C777 RN 08:33

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check [x] one or more boxes as applicable:

- [ ] All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

JUL 3 86

- [ ] Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- [ ] Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- [ ] Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- [x] Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- [ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

		Debtor(s) or Assignor(s)
Secured Party:	SOVRAN BANK/MARYLAND	CARDINAL INDUSTRIES, INC.
By:	Dennis L. Stough	BY: Robert A. Guirlinger
Type Name	Dennis L. Stough	Robert A. Guirlinger
Title	Assistant Vice-President	Vice-President/General Manager

Type or Print Name and Title of Each Signature

BSD.

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1986 JUL -3 AM 9:33

E. AUBREY COLLISON
CLERK

CR CLERK

N 202 - 8421
R 386

SCHEDULE A
ATTACHMENT TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor arising from the sale of the prefabricated home modules identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specific prefabricated home modules being hereinafter referred to as the "Modules"); all rights of Debtor to receive any payment in money or kind arising from the sale of the Modules; the Inventory of the Modules, wherever located, now owned or hereafter acquired, by Debtor which are held for sale or lease by Debtor; all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules; all proceeds and products from the sale or other disposition of the Modules, including the Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments (as those terms are defined in the Uniform Commercial Code) covering the Modules; all Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation; and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account, including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all guarantees or other agreements or property securing or relating to any of the Modules or acquired for the purpose of securing and enforcing any of the Modules; all books of account and documents related thereto; all customer lists and other documents containing the names, addresses and other information regarding the Debtor's customers, subscribers or those to whom the Debtor provides the Modules.

The terms used herein shall have the same meanings as set forth in a Loan and Security Agreement between the Secured Party and the Debtor dated October 14, 1985.

0232Z

SCHEDULE B

Finished building unit components consisting of 102 units: 59 (fifty-nine) 1 bed, S/N 653 thru 656, 660 thru 662, 665 thru 668, 671 thru 676, 679, 681 thru 684, 687 thru 692, 695 thru 700, 704 thru 706, 710 thru 713, 716, 717, 719, 723 thru 726, 730 thru 733, 737 thru 740, 747 thru 749; 4 (four) 1 bed BFO, S/N 659, 680, 703, 718; 2 (two) 2 bed, S/N 736, 744; 4 (four) 2 bed MSP, S/N 722, 729, 743, 750; 31 (thirty-one) studio, S/N 657, 658, 663, 664, 669, 670, 677, 678, 685, 686, 693, 694, 701, 702, 707, 708, 714, 715, 720, 721, 727, 728, 734, 735, 741, 742, 745, 746, 751, 752, 754; 1 (one) 2 bed Mgr's w/ office, S/N 753; 1 (one) Laundry, S/N 709. A unit consists of from one (1) to three (3) 12' X 24' prefabricated building unit modules.

Mailed to Secured Party

BOOK 499 PAGE 438

STATE OF MARYLAND

262583

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $131,700.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LEE OLDSMOBILE INC.

Address 7370 CRAIN HIGHWAY, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name REYNA FINANCIAL CORP.

Address 800 GERMANTOWN ST., DAYTON, OH 45407

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
ONE (1) REYNOLDS AND REYNOLDS VIM NET COMPUTER SYSTEM MODEL 48000 INCLUDES THE FOLLOWING TERMINALS: (2) TI-820 PRINTERS, (1) IBM PC, (1) VA212LC MODEM, (7) R&R 955 CRTS, (1) GE3180 PRINTER, ONE (1) VIM III MODEL 215, ONE (1) TI-820, ONE (1) TI-743, AND ONE (1) TC-1000, CABLE, FREIGHT, INSTALLATION, TAPE CARTRIDGES AND APPLICATION SOFTWARE LICENSES FOR: ACCOUNTING, PARTS INVENTORY, PARTS INVOICING, SERVICE MERCHANDISING, SERVICE SCHEDULING, VOTE, INTEGRATED FINANCE, PAYROLL.

Name and address of Assignee

THIS FINANCING STATEMENT IS AUTHORIZED BY AND EXECUTED ON BEHALF OF THE DEBTOR BY REYNA FINANCIAL CORPORATION AS ATTORNEY IN FACT PURSUANT TO A WRITTEN AGREEMENT.

RECORD FEE 11.00
RECORD TAX 924.00
#14240 C777 R01 T08:35
JUL 3 86

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

LEE OLDSMOBILE INC BY REYNA FINANCIAL CORP., ATTORNEY IN FACT

Cheryl L Phillips, Lease Assistant
(Signature of Debtor)

CHERYL L PHILLIPS, LEASE ASSISTANT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

REYNA FINANCIAL CORP.
Cheryl L Phillips, Lease Assistant
(Signature of Secured Party)

CHERYL L PHILLIPS, LEASE ASSISTANT
Type or Print Above Signature on Above Line

1986 JUL -3 AM 9:33
E. AUBREY COLLISON
CLERK

11-
92430

Mailed to Secured Party

CCC Anne Arundel County
P.O. Box 71
Annapolis, MD. 21404 - $10.00

BOOK 499 PAGE 439

MARYLAND UNIFORM COMMERCIAL CODE – FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257382, RECORDED IN LIBER 486 FOLIO 589 ON 7/19/85 (DATE).

2. Name and address of Debtor(s)	3. Name and address of Secured Party
Jeffery D Larkin Electrical Contractor Inc. 1021 Dorsey Rd. Glen Burnie, MD 21061	C.I.T. Corporation 1301 York Rd. Lutherville, MD. 21093

4. After recording, this statement is to be returned to C.I.T. Corporation at

RECORD FEE 10.00
POSTAGE .50
#14241 CTM 001 T08:36
JUL 3 86

5. Maturity date of obligation (if any):

6. CHECK [✓] FORM OF STATEMENT

A. [ ] CONTINUATION – The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.

B. [ ] PARTIAL RELEASE – From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.

C. [ ] ASSIGNMENT – The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.

D. [XX] TERMINATION – The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.

E. [ ] OTHER – _____ (State whether amendment, etc.)

G. L. CLERK

7. Name and Address of Assignee:

8. Description of Collateral:

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUL -3 AM 9:33
E. AUBREY COLLISON
CLERK

Dated 6/2/86

Marvin K. Schmidt
(Signature of Secured Party)

Marvin K. Schmidt
(Type or Print Name of Secured Party on Above Line)

15
10

Mailed to Secured Party

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

10.50

5-SA-1074A (3-72)

BOOK 499 PAGE 440

STATE OF MARYLAND

262584

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6-11-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50

1. DEBTOR

Name Robert Truman Willard

Address 8312 Woodland Rd Millersville, Md 21108

2. ~~SECURED PARTY~~ XXXXXXXXXXXXXX

ASSIGNEE:

Name KUBOTA CREDIT CORPORATION, USA SOUTHEAST DIVISION

Address 4444 SHACKLEFORD RD.

NORCROSS, GEORGIA 30093

SECURED PARTY:

Baldwin Service Ctr
41 Defense Hwy
Annapolis, Md 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#14255 C777 R01 T09:47
JUL 3 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

1- Kubota Tractor Model L2250DT S/N 52380
1- Kubota Loader Model BF400G S/N 12248
1- Woods Backhoe Model BH750 S/N 3027
1- Hudson Trailer

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

11.50

Mailed to Secured Party

1986 JUL -3 AM 9:34

E. AUBREY COLLISON
CLERK

(Signature of Debtor)

Robert Truman Willard
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Baldwin Service Center, Inc.
Type or Print Above Signature on Above Line

BOOK 499 PAGE 441 STATE OF MARYLAND 262585

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. **DEBTOR**

Name Bruce Swartz, T/A Carpetronics

Address 1008 Spa Road Annapolis, Maryland 21403

2. SECURED PARTY

Name MAROX LEASING COMPANY

RECORD FEE 12.00

Address P. O. BOX 463

HUNT VALLEY, MARYLAND 21030

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

JUL 3 86

4. This financing statement covers the following types (or items) of property: (list)

1 - Castex Carpet Extrator, S/N M141529 HCE

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

1986 JUL -3 AM 9:34

E. ALBERT COLLISON CLERK

CR CLERK

12.

(Signature of Debtor)

Bruce Swartz

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Louise E. Neutze

(Signature of Secured Party)

Louise E. Neutze.

Type or Print Above Signature on Above Line

BOOK 499 PAGE 442 STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262586

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. **DEBTOR**

Name JOHN & WILLIAM DIERKER dab DIERKER AUTO SALES

Address 4110 Mountain Road, Pasadena, MD 21122

2. **SECURED PARTY**

Name MAROX LEASING COMPANY

Address P.O. Box 463

Hunt VAlley, MD 21030

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 13.00
M14237 CTT R01 T08:49

1 - Pentron Engine Analyzer

ASSIGNED TO JOHN HANSON SAVINGS & LOAN
11710 Beltsville Drive
Beltsville, MD 20705

JUL 3 86

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

1986 JUL -3 AM 9:34
E. AUBREY COLLISON
CLERK

CR CLERK

Mailed to Secured Party

John P. Dierker
(Signature of Debtor)

John P. Dierker
Type or Print Above Name on Above Line

John P. Dierker
(Signature of Debtor)

John P. Dierker
Type or Print Above Signature on Above Line

Louise E. Neutze
(Signature of Secured Party)

LOUISE E. NEUTZE
Type or Print Above Signature on Above Line

13

BOOK 499 PAGE 443

MARYLAND FINANCING STATEMENT

262587

UCC-1

☒ Not Subject to Recordation Tax - Conditional Sales Contract

☐ Recordation Tax of $_____ on Principal Amount of $_____ is enclosed/ has been paid (strike inapplicable phrase).

For Filing Officer

File No.: _____

Record Reference: _____

Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: American Lithograph, Inc.
(Name or Names)

611 H & J Hammonds Ferry Road, Linthicum, Maryland 21090
(Address)

DEBTOR: _____
(Name or Names)

_____
(Address)

2. SECURED PARTY: E. H. Walker Supply Company, Inc.
(Name or Names)

4972 Wyaconda Road, Rockville, Maryland 20852
(Address)

RECORD FEE 11.00
POSTAGE .30
11:02AM CTT 001 TOA:49

3. ASSIGNEE (if any) of SECURED PARTY: Union Trust Company of Maryland
(Name or Names)

P. O. Box 22497, Baltimore, Maryland 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

One (1) Nuark Model #VT61F Light Table s/n ER-B86-012, One (1) Nuark Model #BB23F Light Table s/n 202B85-004, One (1) National Super A-500 Automatic Offset Plate Processor s/n 86045, One (1) Damark L-Sealer #920011 s/n 90588, One (1) Damark #920055 Powered Film unwind, One (1) Damark #920101 Shrink Tunnel s/n 95042, One (1) Damark #950700 Flexible Conveyar plus all attachments and accessories thereto.

JUL 186

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

CR CLERK

RECEIVED FOR RECORD
CIRCUIT COURT

1986 JUL -3 AM 9:34

E. AUBREY COLLISON
CLERK

11.50

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collatteral are also covered: Yes ☐ No ☒

DEBTOR(S):

American Lithograph, Inc.

By: Barbara L. Richards Pres.
(Title)

Barbara L. Richard, President
(Type or print name of person signing)

_____

By: _____ _____
(Title)

_____
(Type or print name of person signing)

SECURED PARTY:

E. H. Walker Supply Company, Inc.

By: Edgar H. Walker
Edgar H. Walker, President
(Type or print name of person signing)

Mailed to Assignee

Return To: Union Trust Company of Maryland, P. O Box 22497, Baltimore, Maryland 21203

BOOK 499 PAGE 444

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 434 Page No. 144

Identification No. 236636 Dated 2/13/81

1. Debtor(s)
Ethel May Campbell
Name or Names—Print or Type
111 Georgia Ave., Glen Burnie, AA Co, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO:
2. Secured Party
Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: ☒ (Indicate whether amendment, termination, etc.) Termination

RECORD FEE 12.00
POSTAGE .30
014.38 CTT 001-TOT-54 JUL 3 86

Dated: JUN. 09 1986

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

D.E. CLERK

Q.L. CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUL -3 AM 9:34
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 445

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 436 Page No. 243

Identification No. 237412 Dated 4/13/81

1. Debtor(s)
   Edward W & Jean Griffith
   Name or Names—Print or Type
   311 George Ave., Glen Burnie, AA Co, MD 21061
   Address—Street No., City - County State Zip Code

MAIL TO:
2. Secured Party
   Sears, Roebuck and Company
   Name or Names—Print or Type
   6901 Security Blvd., Baltimore, Maryland 21207
   Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

RECORD FEE 13.00
POSTAGE .50
#14760 CTTT R01 T08:51
JUL 3 86

4. Check Applicable Statement:

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: ☒ (Indicate whether amendment, termination, etc.) Termination

Dated: JUN. 09 1986

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1350

Mailed to Secured Party

R.L. DEPT

D.E. CLERK

THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
1986 JUL -3 AM 9:34
E. AUBREY COLLISON
CLERK

1360

BOOK 499 PAGE 443

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 431 Page No. 192

Identification No. 235318 Dated 11/10/80

1. Debtor(s)

Billy Ray & Rita Morgan
Name or Names—Print or Type

4803 6th Street, Baltimore, AA Co, MD 21225
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

Sears, Roebuck and Company
Name or Names—Print or Type

6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

RECORD FEE 13.00
POSTAGE .50
01428 JUL 03 86 TX3:32

4. Check Applicable Statement:

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: ☒ (Indicate whether amendment, termination, etc.) Termination

D. E. CLERK

1986 JUL -3 AM 9:34

E. AUBREY COLLISON CLERK

Dated: JUN. 09 1986

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1350

Mailed to Secured Party

BOOK 499 PAGE 447

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 476 Page No. 316

Identification No. 253267 Dated 8/10/84

1. Debtor(s)
Ronald J & Helen A Palmer
Name or Names—Print or Type
415 Ben Oaks Dr, Severna PK, AA CO, MD 21146
Address—Street No., City - County State Zip Code

MAIL TO:
2. Secured Party
Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 13.00
POSTAGE .50
JUL 3 86

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: ☒ (Indicate whether amendment, termination, etc.) Termination

D. E. CLERK

G. L. CLERK

1986 JUL -3 AM 9:34
E. AUBREY COLLISON
CLERK

Dated: JUN. 09 1986

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13.50

Mailed to Secured Party

13.50

BOOK 499 PAGE 448 CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 409 Page No. 199

Identification No. 226240 Dated 6/28/79

1. Debtor(s)
William F. & Mary Jane Whaley
Name or Names—Print or Type
504 Marion Road, Glen Burnie, AA Co, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO:
2. Secured Party
Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

RECORD FEE 13.00
POSTAGE .50
AMOUNT TOTAL TOR:SUS
JUL 3 86

3. Maturity Date (if any)

4. Check Applicable Statement:

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: ☒ (Indicate whether amendment, termination, etc.) Termination

D. E. CLERK

1986 JUL -3 AM 9:34

ELEANOR J. COLLISON CLERK

Dated: JUN. 09 1986

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1350

Mailed to Secured Party

1350

BOOK 499 PAGE 449

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 435 Page No. 471

Identification No. 237172 Dated 3/26/81

1. Debtor(s)
Charles R & Maxine H Spamer Sr
Name or Names—Print or Type
1087 Kings Road, Pasadena, AA Co, MD 21122
Address—Street No., City - County State Zip Code

MAIL TO:
2. Secured Party
Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

RETURN FEE 13.00
POSTAGE .50
414264 C777 R01 T08:57
JUL 3 86

4. Check Applicable Statement:

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: ☒ (Indicate whether amendment, termination, etc.) Termination

D. E. CLERK

G. L. CLERK

1986 JUL -3 AM 9:34

HOSTER COLLISON
CLERK

Dated: JUN. 09 1986

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13.50

Mailed to Secured Party

13.50

BOOK 499 PAGE 450 CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 441 Page No. 307

Identification No. 239442 Dated 8/28/81

1. Debtor(s)

John T & Doris D Spencer
Name or Names—Print or Type

6420 Oak Street, AA Co, Glen Burnie MD 21061
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

Sears, Roebuck and Company
Name or Names—Print or Type

6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

RECORDING FEE 13.00
POSTAGE .50
#14267 CTT RD1 T08:54
JUL 3 96

3. Maturity Date (if any)

4. Check Applicable Statement:

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: ☒ (Indicate whether amendment, termination, etc.) Termination

D. E. CLERK

G. L. CLERK

1996 JUL -3 AM 9:34

E. AUBREY COLLISON CLERK

Dated: JUN. 09 1986

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

1350

BOOK 499 PAGE 451 CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 441 Page No. 306

Identification No. 239441 Dated 8/29/81

1. Debtor(s)
Lawrence L & Christine Stiltz
Name or Names—Print or Type
826 Poplar Drive, Crownsville, AA Co, MD 21032
Address—Street No., City - County State Zip Code

MAIL TO:
2. Secured Party
Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

RECORD FEE 13.00
POSTAGE .50
014255 C777 R01 T08:54
JUL 3 86

4. Check Applicable Statement:

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: ☒ (Indicate whether amendment, termination, etc.) Termination

R.E. CLERK

G.L. CLERK

RECEIVED FOR RECORD
BALTIMORE COUNTY
1986 JUL -3 AM 9:35
E. AUBREY COLLISON
CLERK

Dated: JUN 09 1986

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1350

Mailed to Secured Party

1350

BOOK 499 PAGE 452

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. ~~262588~~

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: Superior Transfer, Inc.

Address: 56 Pebble Dr., Baltimore, MD 21225

RECORD FEE 11.00
POSTAGE .50
#14277 C777 R01 T09:04

2. SECURED PARTY

Name: General Electric Credit Corporation

Address: P. O. Box 1038

Columbia, MD 21044

JUL 3 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

~~Three (3)~~ Two(2) 1982 Ford Model LNT9000 conventional tandem axle diesel tractors S/N's ~~1FDYW90W8CVA36273,~~ 1FDYW90WXCVA36274 & 1FDYW90W3CVA40165 and One (1) 1982 Ford Model CLT9000 COE tandem axle diesel tractor S/N 1FDYX98W2CVA05358 all together with all attachments, accessories and additions now or hereafter attached thereto and made a part thereof.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1983 JUL -3 AM 9:35
CLERK
E. AUBREY COLLISON
CLERK

11.50

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mailed to Secured Party

Superior Transfer, Inc.

X James L. North Jr.
(Signature of Debtor)

JAMES L. North, JR.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Credit Corporation

Kristin Lorsung
(Signature of Secured Party)

KRISTIN LORSUNG
Type or Print Above Signature on Above Line

BOOK 499 PAGE 453 STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 Identifying File No. 262589

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated_____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Norbert W. Rehm

Address 369 Broadview Lane, Annapolis, Md 21041

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA
SOUTHEAST DIVISION

Address 4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#14278 C777 M1 T09:05

3. Maturity date of obligation (if any)_____

JUL 3 86

4. This financing statement covers the following types (or items) of property: (list)

1-New Kubota 4WD L3750 Tractor Serial #50636
1-New Kubota BF900 Front Loader Serial #50190
1-New Kubota L4540 Back Hoe Serial #63100-263
1-New Pittsburgh 600453 Landscape Box Serial #187863

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1.50

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mailed to Secured Party

CR CLERK

x Norbert W Rehm
(Signature of Debtor)

NORBERT W REHM
Type or Print Above Name on Above Line

x Norbert W Rehm
(Signature of Debtor)

Type or Print Above Signature on Above Line

Gateway Ford Tractor, Inc
(Signature of Secured Party)

Larry E. Graff President
Type or Print Above Signature on Above Line

RECORDED IN RECORD BOOK OF ANNE ARUNDEL COUNTY
1986 JUL -3 AM 9:35
E. AUBREY COLLISON CLERK

BOOK 499 PAGE 454

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262590

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated_____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDWARD L BOARMAN

Address 4924 LEE BLVD, SHADYSIDE, MD 20764

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA
SOUTHEAST DIVISION

Address 4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

RECORD FEE 11.00
#14279 CTT RCT T09:05
JUL 3 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

1-NEW KUBOTA L-2550-DT-7 TRACTOR SERIAL #51861
1-NEW FORD 930A-60" FINISH MOWER SERIAL # YH3769
1-NEW KUBOTA L-8475 MID PTO KIT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT
1986 JUL -3 AM 9:35
E. AUBREY COLLISON
CLERK

Edward L Boarman
(Signature of Debtor)

EDWARD L BOARMAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gateway Ford Tractor, Inc.

(Signature of Secured Party)

Timothy E Croft Pres.
Type or Print Above Signature on Above Line

11

File

BOOK 499 PAGE 455

262591

UNIFORM COMMERCIAL CODE – FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)	2. Secured Party(ies) and Address(es)
Tuck, Larunce D. P.O. Box 141, St. Marys Ave. Gambrills, Md. 21054	Gateway Ford Tractor, Inc. 15410 Chrysler Dr. Upper Marlboro, Md. 20772

For Filing Officer (Date, Time, Number and Filing Office)

RECORD FEE 11.00
M14280 C77 R01 T09:06
JUL 3 86

3. This Financing Statement covers the following types (or items) of personal property:

Ford Model 655 Tractor/Loader/Backhoe Serial # C759063

Check if covered: [ ] Proceeds of collateral covered [ ] Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Larunce D. Tuck
(SIGNATURE OF DEBTOR)
Larunce D. Tuck

(SIGNATURE OF DEBTOR)

Gateway Ford Tractor, Inc.
(NAME OF SECURED PARTY)
BY: [signature]

FMCC JUN 64 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

1986 JUL -3 AM 9:35
E. AUBREY COLLISON
CLERK

CR CLERK

11

BOOK 499 PAGE 456

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256851

RECORDED IN LIBER 485 FOLIO 486 ON May 27 '85 (DATE)

1. DEBTOR

Name Alvin Sebastian

Address 302 Dellwood Ct., Annapolis, MD

2. SECURED PARTY

Name John Deere Company

Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	**B. Partial Release** ☐ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	**D. Other:** ☒ (Indicate whether amendment, termination, etc.) Termination

RECORD FEE 10.00
POSTAGE .50
B1 4284 CTF R01 T09:09
JUL 3 86

1986 JUL -3 AM 9:36
RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
MARYLAND
ELEANOR J. SCHLISON
CLERK

JOHN DEERE COMPANY

Mailed to Secured Party

Dated 25 June 1986

(Signature of Secured Party)

Ronald T. Williams, Administrator

Type or Print Above Name on Above Line

C L CLERK

UCC 3 MARYLAND

PRINTED BY JULIUS BLUMBERG, INC.

BOOK 499 PAGE 457 262592

FINANCING STATEMENT

Taxable Debt $13,568.00
Paid Recordation Tax to
Anne Arundel County- - $110.50
X Not subject to recordation tax

1. Name of Debtor(s): Northward Corporation
Address: 8004 Jumpers Hole Road
Pasadena, Maryland 21122

2. Name of Secured Party: Annapolis 4-A Rental & Sales
Address: 1919 Lincoln Drive
Annapolis, Maryland 21401

RECORD FEE 12.00
RECORD TAX 98.00
MARINE .50
W1-273 CTT RCD T09:20
JUL 3 86

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:
OMC 442 Diesel Skid Steer Loader s/n 630137

5. (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

1986 JUL -3 AM 9:36
RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
E. AUDREY COLLISON
CLERK

CR CLERK

Debtor(s):

NORTHWARD CORP.

Northward Corporation

Resse W. Diggs

Resse W. Diggs

Secured Party:

Annapolis 4-A Rental & Sales
(Type Name of Dealership)

By [signature]
(Authorized Signature)

David B. Graham, Sales Manager
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

12
98 50

Mailed to Secured Party

BOOK 499 PAGE 458

262593

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KNIPE, W.S.

Address 5251 Strathmore Ave. Kensington, MD 20895

RECORD FEE 11.00
POSTAGE .50
#14295 C345 R01 T09:24
JUL 3 86

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St.

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

1972 Chris Craft 35' Fiberglass Hull #FDA352068H
1972 Chris Craft Twin 350HP Engines #32725405776W & 327L25405867W

Home Anchorage/ Winter: Annapolis, MD

Assignee: Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

CHECK ☑ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mailed to Secured Party

1986 JUL -3 AM 9:36
RECORDED AND RECEIVED
ANNE ARUNDEL COUNTY
E. AUDREY COLLISON
CLERK

(Signature of Debtor)

W.S. Knipe
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

1/80

Anne Arundel
6/26/86

BOOK 499 PAGE 450 262656

Not to be recorded in Land Records

Subject to Recordation Tax: Principal Amount is $302,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: June 18, 1986

FINANCING STATEMENT

1. Debtor: SPA CREEK BUILDERS, INC.
Address: 528 Tayman Drive, Annapolis, Maryland 21403

2. Secured Party: FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION
Address: 9151 Baltimore National Pike, Ellicott City, Maryland 21043

RECORD FEE 13.00
POSTAGE .50
STATE 0345 001 11:09 JUL 3 86

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

CR CLERK

RECORDED & EXAMINED
ANNE ARUNDEL COUNTY

1986 JUL -3 AM 11:39

E. AUBREY COLLISON
CLERK

1550

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and DONALD L. MISKELLY, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SPA CREEK BUILDERS, INC.

By _____

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By _____
~~Executive~~ Vice-President

SFS883.176

SCHEDULE A

All those lots of ground in Anne Arundel County, Maryland, being known and designated as Lots Nos. 1, 9, and 11, as shown on a plat entitled, Plat 2 "THE SANDS", said plat being recorded among the Land Records of Anne Arundel County in Plat Book 87, folio 35.

Mail to Fairview Fed.

BOOK 499 PAGE 462

262594

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

AUTOMETRIC, INC.
1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

2. Secured Party(ies) and address(es)

LEASING CONCEPTS, INC.
3 RADNOR CORPORATE CENTER
RADNOR, PA 19087

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 45.00
RECORD TAX 147.00
#14328 TRN R01 T13:00
TAX 3.86

4. This financing statement covers the following types (or items) of property:

SEE ATTACHED SCHEDULE OF EQUIPMENT
All Debtor's rights, title and interest in and to the lease, and a security interest to the equipment and interests granted to Debtor to secure lessee's performance under such lease as described in the lease agreement between Debtor and Lessee in the attached schedule hereto dated May 5, 1986.

Total amount of indebtedness: $20,986.00

5. Assignee(s) of Secured Party and Address(es)

BANK OF NEW ENGLAND
ONE WASHINGTON MALL
BOSTON, MA 02109
EQUIPMENT FINANCE

509622-618 (392)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

AUTOMETRIC, INC.

By: [signature] Vice President
Signature(s) of Debtor(s) Title

LEASING CONCEPTS, INC.

By: [signature] President
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1. (For Use In Most States)

CR CLERK

RECEIVED FOR RECORD
SUFFOLK COUNTY
1986 JUL -3 PM 2:12
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 463

Leasing Concepts, Inc.

SCHEDULE OF EQUIPMENT

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

QUANTITY	MANUFACTURER	DESCRIPTION/MODEL	SERIAL NO.
		RECEPTION	
1	Spec. 1FCR/I w/2CCI w/9C18 w/TL w/2SR	LUI - Curved Reception Desk with right typing height surface; left desk height surface; left desk height return with lateral file pedestal; task light; tray/box/file pedestal on casters with stationary rack. Finish: Nevamar S-3-23T color - Graphite Blue	
1	WSI8500	Workspace Intl. - Secretarial Chair with seat height adjustment. Finish: Brown Upholstery: Sand	
2	F800-56	Mueller - Loveseat Size: 56"W x 28"D x 26"H Upholstery: "Trellage" #MU-1105 color - Glacier	
1	302-C	DIA - Pivot Top Cocktail Table Finish: Mirror Chrome with 1/4" clear glass.	
		BACK OFFICES	
6	BLTRA 3672	Biltrite - Conference Double Pedestal Desk. Size: 36" x 72" Finish: Dark Oak	

Leasing Concepts, Inc. 499 PAGE 464

SCHEDULE OF EQUIPMENT

LESSOR: LEASING CONCEPTS, INC

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

QUANTITY	MANUFACTURER	DESCRIPTION/MODEL	SERIAL NO.
6	G10	Amotek - Low Desk Chair with arms. Size: 24.5"W x 24.5"D x 35"H (Inside 19.5"W x 19"D) Finish: Black Upholstery: "Charlotte" #53 color - Clover	
3	1548	Hale - Bookcase Size: 36" x 12" x 48" Finish: Dark Oak	
3	2T642 DO	LUI - CRT Table Size: 42" x 24" Finish: Dark Oak	
3	G-50	Amotek - Operator's Chair Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
6	G-34	Amotek - Guest Chair Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	

Leasing Concepts, Inc.

SCHEDULE OF EQUIPMENT

LESSOR: LEASING CONCEPTS, INC

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

QUANTITY	MANUFACTURER	DESCRIPTION/MODEL	SERIAL NO.
		INTERVIEW ROOM	
1	R6948 4800	Chromcraft - Surf Shape Conference Table with panel legs. Size: 84" x 42" Finish: Heritage Oak	
8	100/ 200	Kinetics - Conference Chair Finish: KK-18, Almond (Frame) Upholstery: #Kn-21, Steel	
		SECURITY OFFICE	
2	RA18 SU	Biltrite - Secretarial Desk with return. (One right and one left return) Size: 30" x 60" Finish: Dark Oak	
2	G-50	Amotek - Operator's Chair. Size: 24.5"W x 24.5"D x 35"H Finish: Black Upholstery: "Charlotte" #53 color - Clover	
2	G-34	Amotek - Guest Chair Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	

Leasing Concepts, Inc.

SCHEDULE OF EQUIPMENT

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

QUANTITY	MANUFACTURER	DESCRIPTION/MODEL	SERIAL NO.
		CONFERENCE ROOM	
1	Spec.	Kinetics - U-shaped Conference Table consisting of: (1) 36"x60" rectangular sections; (2) 36"x36" radius corner sections; (2) 36"x60" racetrack sections. Size: 8' x 11' x 8' Finish: Red Oak top with KK-50 Kintone Vinyl edge with KK-50 Kintone base.	
16	7090	Amotek - Conference Chair, swivel. Size: 23.75"W x 23.75"D x 31.75"H (Inside 19.5"W x 17"D) Finish: Black Upholstery: "Charlotte" #41 color - Crystal Blue	
1	RW48	Egan Visual - Visual Aid Cabinet with white board, projection screen, tackable panels, flipchart. Size: 48" x 48" Finish: Light Oak (Installation not included)	
1	L560	Oravisual - Table Top Lecturn Size: 23"W x 19"D x 20.5"H Finish: Light Oak Laminate	

Leasing Concepts, Inc.

SCHEDULE OF EQUIPMENT

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

QUANTITY	MANUFACTURER	DESCRIPTION/MODEL	SERIAL NO.
		EXECUTIVE OFFICE	
1	RAE X	Biltrite - Single Pedestal Desk with executive height left return. Size: 36" x 72" w/20"x48" return. Finish: Dark Oak	
1	1548	Hale - Bookcase. Size: 36" x 12" x 48"H Finish: Dark Oak	
1	X831 60001	Chromcraft - Executive Chair. Finish: Mirror Chrome Upholstery: Beige Grey Andes	
2	X837 60901	Chromcraft - Guest Chair. Finish: Mirror Chrome Upholstery: Beige Grey Andes	
1	251BN	Biltrite - Conference Table, wood veneer. Size: 44" Diameter Finish: Mellow Oak	
4	43005	DE - Conference Chair, Sled Base. Finish: Dark Oak	

Leasing Concepts, Inc.

SCHEDULE OF EQUIPMENT

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

QUANTITY	MANUFACTURER	DESCRIPTION/MODEL	SERIAL NO.
		CLYDE CRAIG'S OFFICE	
1	N-48	Executive - Bookcase. Size: 48"H Finish: Medium Oak	
1	N2510	Executive - Conference Desk Size: 72" x 36" Finish: Medium Oak with wood top.	
1	N2514 -72- KSCD	Executive - Kneehole Credenza with keyboard drawer. Size: 72" x 20" Finish: Medium Oak with wood top.	
1	8078	Taylor - Sofa Size: 78"W x 33.5"D x 31"H Upholstery: Blue/tan check.	
1	251BN	Biltrite - Conference Table, wood veneer. Size: 44" Diameter Finish: Mellow Oak	
		ADDITIONAL FURNITURE	
2	3504	Mill - Guest Chair Finish: Dark Oak Upholstery: Beige	

Leasing Concepts, Inc.

SCHEDULE OF EQUIPMENT

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

QUANTITY	MANUFACTURER	DESCRIPTION/MODEL	SERIAL NO.
		OPEN AREA I	
3	Spec.	Panel Concepts - Workstations consisting of: 60"H Electrical Panels with 3 duplex outlets. 1 - 48" Worksurface at desk height. 1 - Corner terminal surface at typing height. *1 - 36" Worksurface at typing height. 1 - Pedestal with two box/one file drawers. 1 - Open shelf over corner terminal surface (one side) 1 - Fabric surface flipper door cabinet over 48" surface. 1 - Task light under flipper door cabinet. Support legs and brackets as required. Finishes: Fabric - Wedgewood Trim - Putty Worksurface - Oak (Installation not included)	
		OPEN AREA II	
4	Spec.	Panel Concepts - Workstations, same basic description as Open Area I (Installation not included.)	
4	M116	Amotek - Operator's Chair with arms. Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	

Leasing Concepts, Inc.

SCHEDULE OF EQUIPMENT

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

QUANTITY	MANUFACTURER	DESCRIPTION/MODEL	SERIAL NO.
3	M116	Amotek - Operator's Chair with arms. Size: 24.5"W x 24.5"D x 39"H (Inside 19"W x 17.5"D) Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
		OPEN AREA I - Secretarial	
1	RA18SU (R)	Biltrite - Secretarial Desk, right return. Finish: Dark Oak	
1	M115	Amotek - Operator's Chair Size: 24.5"W x 24.5"D x 39"H Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
3	55-51-136-0	Artopex - Five Tier Lateral File with receding doors/roll-out shelves in top four sections, pull-out drawer in bottom section. Dividers in top tier only; hanging folder bars in other four tiers. Size: 36" x 18" x 65.5"H Finish: Tan	

Leasing Concepts, Inc.

BOOK 499 PAGE 471

SCHEDULE OF EQUIPMENT

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

QUANTITY	MANUFACTURER	DESCRIPTION/MODEL	SERIAL NO.
		OPEN AREA III	
2	Spec.	Panel Concepts - Workstation, same basic description as Open Area I. (Installation not included)	
2	M116	Amotek - Operator's Chair with arms. Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
		OPEN AREA IV	
4	Spec.	Panel Concepts - Workstation, same basic description as Open Area I. (Installation not included)	
4	M116	Amotek - Operator's Chair with arms. Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
		OPEN AREA V	
4	Spec.	Panel Concepts - Workstation, same basic description as Open Area I. (Installation not included.)	
4	M116	Amotek - Operator's Chair with arms. Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	

BOOK 499 PAGE 472

Leasing Concepts, Inc.

SCHEDULE OF EQUIPMENT

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

QUANTITY	MANUFACTURER	DESCRIPTION/MODEL	SERIAL NO.
		OPEN AREA VI	
1	Spec.	Panel Concepts - Non-electrified panel to create office for manager. Size: 8' x 9' in panels. (Installation not included.)	
1	N254	Executive - Double Pedestal Desk Size: 30" x 66" Finish: Medium Oak	
1	N2514-KSCD	Executive - Kneehole Credenza with keyboard drawer. Size: 20" x 66" Finish: Medium Oak	
1	G-10	Amotek - Low Desk Chair with arms. Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
2	G-34	Amotek - Guest Chair Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	

Mailed to Secured Party

BOOK 499 PAGE 473

262595

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PEN PAULEX, INC. T/A TIMMY'S RESTAURANT

Address 78 MARYLAND AVENUE, ANNAPOLIS MARYLAND 21401

2. SECURED PARTY

Name NELCO CORPORATION

Address P.O. BOX 537, LAUREL, MARYLAND 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 MODEL 66TF ELECTRO FREEZE FREEZER
SERIAL NO. AQ143

RECORD FEE 12.00
POSTAGE .50
#1430 CTT 301 T13:03
JUL 3 86

Assignee of Secured Party
The Finance Company of America
Munsey Building, Baltimore, Md. 21202

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

PEN PAULEX, INC. T/A TIMMY'S RESTAURANT
(Corporate or Trade Name)

Paul Alexiou pres.
(Signature of Debtor)

PAUL ALEXIOU
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NELCO CORPORATION

Howard E. Nelson, pres.
(Signature of Secured Party)

HOWARD E. NELSON
Type or Print Above Signature on Above Line

1986 JUL -3 PM 2:12
E. AUBREY COLLISON
CLERK

CLERK

12.50

Mailed to Secured Party

BOOK 499 PAGE 474

262596

FINANCING STATEMENT

☒ Not subject to recordation tax

☐ Subject to recordation tax on principal amount of $.....

1. Name of Debtor(s) (or Assignor): Jancar's Shear Images, Inc.
   Address: 4 Transmission Court
   Linthicum, Maryland 21090

2. Name of Secured Party (or Assignee): Sandy Spriggs
   Address: 6425 S. Orchard Road
   Linthicum, Maryland 21090

3. This Financing Statement covers the following types (or items) of property:

   See Addendum A, attached hereto and incorporated by reference.

RECORD FEE 12.00
POSTAGE .50
#14354 C777 R01 T13:08
JUL 3 86

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is *crops*—describe real estate. Execute additional Financing Statements to file in each county involved.)
The above-described crops are growing or to be grown on:

☐ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

☒ (If *proceeds* of collateral are claimed). Proceeds of the collateral are also covered.

☐ (If *products* of collateral are claimed). Products of the collateral are also covered.

Debtor(s):

Jancar's Shear Images, Inc.

BY:
Janet P. Cosentino, President
Janet P. Cosentino Pres.

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:

By: Sandy Spriggs
Sandy Spriggs
Type Name and Title

CR CLERK

1986 JUL -3 PM 2:13

E. AUBREY COLLISON
CLERK

(Mr. Clerk: Return to Saul McCormick, Esquire
7420 Baltimore-Annapolis Blvd.
Glen Burnie, Maryland 21061
(301) 766-9237

12.50

801-25 Ed. 5/69

BOOK 499 PAGE 475

June 23, 1986

Addendum "A"
SHEAR EXPRESSIONS, INC.

The following is a list of inventory included as part of the transfer of ownership from Shear Expressions, Inc. to Shear Images, Inc.

A. 4 Wet Stations & 1 free standing station.
B. 4 Hydraulic Styling Chairs with shampoo capacity & 1 regular hydraulic chair
C. 1 Shampoo Chair
D. 1 Reception Desk & Swivel Chair.
E. 1 Display Case
F. 1 Display Shelf & 1 Corner Shelf
G. 5 Shampoo Bowls
H. 9 Dryers
I. 1 Coat Tree
J. 1 Tea Cart
K. 1 Earring Case
L. 1 Metal File-2 Drawer
M. 5 Robot Roller Carts
N. Bookshelf Stereo System
O. Toaster Oven & Hot Plate
P. Electric Coke Cooler
Q. Card Table & Chairs
R. Vacuum Cleaner/as is condition
S. All Pictures & Pots
T. All Cleaning Supplies
U. Bottle Sterilizers
V. Hand Mirrors
W. Hair Brushes/combs
X. Owners Personal rollers & other styling supplies.
Y. All Plumbing Fixtures /Utility sink
Z. Hot Water Heater/Furnace

CC: INV. FILE

SLS

Mailed to Secured Party

262657 STATE OF MARYLAND BOOK 499 PAGE 476

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. **DEBTOR**

Name RICHARD WHEELER T/A UNION MORTGAGE CO., INC.

Address 4570 West Grove Drive #240, Dallas, TX 75248

2. **SECURED PARTY**

Name MAROX LEASING COMPANY

Address P.O. Box 463

Hunt Valley, MD 21030

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50
#14540 CTT R01 T13:22
JUL 3 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Gestetner #2110 C Copier S/N 228585
1 - IBM Selectric III Typewriter S/N 6339062
1 - Copy Stand
2 - Citizen 210 DP Calculators Display Printer S/N 50102307
50102308

LOCATION: 7310 Ritchie Highway, Suite 510, Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Mailed to Secured Party

CR CLERK

RECORDED FOR RECORD ANNE ARUNDEL COUNTY
1986 JUL -3 PM 2:13
E. AUBREY COLLISON CLERK

(Signature of Debtor)

Richard O. Wheeler, Chairman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

LOUISE E. NEUTZE
Type or Print Above Signature on Above Line

BOOK 499 PAGE 477

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262658

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & J RENTAL COMPANY, INCORPORATED

Address 482 Old Orchard Circle, Millersville, MD 21108

2. SECURED PARTY

Name State Equipment, Division of SECORP NATIONAL INC.

Address 1400 Joh Avenue, P. O. Box 7478, Baltimore, MD 21227

ASSIGNEE: Dresser Leasing Corporation, 3201 North Wolf Road, Franklin Park, IL 60131

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Dresser, Model TD8E Wide-Track Crawler Dozer, Serial Number 10387, with a Rockland Angle Blade, Serial Number SBL255 and all other standard equipment.

RECORDING FEE 11.00
PAGE .30
CTR 001 T13:23
JUL 3 86

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mailed to Secured Party

1986 JUL -3 PM 2:13

E. AUBREY COLLISON
CLERK

Judith C. Taylor
(Signature of Debtor)

JUDITH C. TAYLOR, PRES
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Glenn S. Conklin
(Signature of Secured Party)

GLENN S. CONKLIN VP-GM
Type or Print Above Signature on Above Line

11/50

BOOK 499 PAGE 478

FINANCING STATEMENT

File No. 262597

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es)	2. SECURED PARTY and Address
Commercial Drapery Contractors 2661 Riva Road Annapolis, MD 21401	**UNION TRUST COMPANY OF MARYLAND** **Baltimore & St. Paul Streets** **Baltimore, Maryland 21203** **Attn:** Mary Stafford **Return to Secured Party**

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

[XX] A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, subsitutions and replacements), used in or related to the conduct of Commercial Drapery Sales (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

Air Conditioning Equipment.

[ ] B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

[ ] C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

[ ] D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

[ ] E. Other.

RECORD FEE 11.00
RECORD TAX 70.00
.50
01 T13:24
JUL 3 86

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.
5. This transaction XXX (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: $ 10,000.00

DEBTOR:

Commercial Drapery Contractors, Inc.
(Type Name)

By: Jeffrey P. Goldstein
Jeffrey P. Goldstein, President

By:

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

By: William P. O'Brien
William P. O'Brien, Corporate Banking Officer
(Type Name)

June 13 19 86
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

Record A.A. Co.
$81.50 6-30-86

11
70 50

CR CLERK

RECORDED AND FILED
ANNE ARUNDEL COUNTY
1986 JUL -3 PM 2:14
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

012-1671-0986-1

BOOK 499 PAGE 479

FINANCING STATEMENT (FORM UCC-1)

Identifying File No._____

Not Subject to Recording Tax
(Lease Agreement with Nominal Purchase Option)

262598

1. **LESSEE:**

Historic Inns of Annapolis,
A Limited Partnership t/a MARYLAND INN
16 Church Circle
Annapolis, Maryland 21401

2. **LESSOR:**
BUTLER AND COMPANY, INC.
8726 TOWN & COUNTRY BOULEVARD, SUITE 205
P. O. BOX 505
ELLICOTT CITY, MD 21043-0505

RECORDING FEE 12.00
POSTAGE .50
Mailed OTT 01 113137

3. ASSIGNEE (if any) OF LESSOR:

EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

JUL 3 86

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)
( ) If checked, see Schedule of Equipment attached hereto and made a part hereof.

1 Sharp SF-9500 Copier, s/n 5820011Y
1 Sharp SF-464 Auto-Feed, s/n 6050 4143
1 Sharp SF-451 20 Bin Collator, s/n 6030 5507

Including all present and future attachments and accessories.

1986 JUL -3 PM 2:14
ANNE ARUNDEL COUNTY
CLERK
MARYLAND
CLERK

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:
Historic Inns of Annapolis,
A Limited Partnership t/a MARYLAND INN
Name of Lessee
BY: [signature]
Signature of Lessee
PAUL N. PEARSON
Type or Print Name, include title
General Partner

LESSOR:
BUTLER AND COMPANY, INC.
Name of Lessor
BY: Deborah Stran Scherr
Signature of Lessor
DEBORAH STRAN-SCHERR, CREDIT MANAGER
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
P. O. Box 505
Ellicott City, MD 21043-0505

Mailed to Secured Party

2128

262599

BOOK 499 PAGE 480

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

OLD HOWARD CORP.
220 SO. STATE ST.
DOVER, DE.

69-022-6224-4

2. Secured Party(ies) and address(es)

MIDLANTIC NATIONAL BANK
2 BROAD ST.
BLOOMFIELD, N.J. 07003

For Filing Officer (Date, Time and Filing Office)

RECORDING FEE 10.00
M 4339 TRN 001 T13:40
JUL 3 86

4. This statement refers to original Financing Statement bearing File No. 235563 Liber 431 Folio 499

Filed with Anne Arundel Cnty. Date Filed 11/24/80 19

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

MIDLANTIC NATIONAL BANK

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: _____ ASST. V.P.
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

1986 JUL -3 PM 2:14
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

BOOK 499 PAGE 481

262600

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):
Samuel Meisel & Co.
6741 Baymeadow Drive
Glen Burnie, MD 21061

2. Secured Party(ies) Name(s) and Address(es)
Oce Business Systems, Inc.
1351 Washington Blvd.
Suite 3000
Stamford, CT 06902

4. For Filing Officer Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

Oce Business Systems, Inc.
Machine Type: 1925 DF
Serial Number: 40810

Amount of indebtedness is $15,750.00

☒ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate Below)

O-515113

8. Describe Real Estate Here:

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

RECORD FEE 11.00
RECORD TAX 112.00
POSTAGE .50
#14366 C777 R01 T13:56
JUL 3 86

No. & Street | Town or City | County | Section | Block | Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

Kathleen Goldsmith-Controller
on behalf of Samuel Meisel & Co.
pursuant to Power of Attorney Granted
By K. Goldsmith
Signature(s) of Debtor(s)

Kathleen Goldsmith-Controller
By Kathleen Goldsmith
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

11
112 50

CR CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUL -3 PM 2:15

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

BOOK 499 PAGE 482

STATE OF MARYLAND

262601

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PSI DIV. OF SEVERNTEC

Address Severn Run Bldg., Md.Rt. 3, P. O. Box 268, Millersville, MD 21108

2. SECURED PARTY

Name COOPER INDDUSTRIES, INC., Gardner-Denver Compressors

Address 1800 Gardner Expressway, Quincy, IL 62301

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#14369 CTM 001 T13:57
JUL 3 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Gardner-Denver Model ECPQMB DBCJCC8 Air Compressor, S/N M17402.
(All cash, notes, leasing or rental agreements, sales contracts, security agreements and other obligations arising from the sale, rent, or leasing of the foregoing type of property or the sale thereof.)

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1150

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

John M. Woelpper

Type or Print Above Name on Above Line

PSI DIV. OF SEVERNTEC

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

COOPER INDUSTRIES, INC.
Gardner-Denver Compressors

Type or Print Above Signature on Above Line

RECORDED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY
1986 JUL -3 PM 2:15
E. ALBERT COLLISON
CLERK OF CIRCUIT COURT
CLERK

Mailed to Secured Party

BOOK 499 PAGE 483

STATE OF MARYLAND 262602

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PSI DIV. OF SEVERNTEC

Address Severn Run Bldg., Md.Rt. 3, P. O. Box 268, Millersville, MD 21108

2. SECURED PARTY

Name COOPER INDUSTRIES, INC., Gardner-Denver Compressors

Address 1800 Gardner Expressway, Quincy, IL 62301

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
POSTAGE .50
814370 C777 R01 T13:57 JUL 3 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Gardner-Denver Model ECMQLB DBCACCO Air Compressor, S/N M17403. (All cash, notes, leasing or rental agreements, sales contracts, security agreements, and other obligations arising from the sale, rent, or leasing of the foregoing type of property or the sale thereof.)

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

CR CLERK

1986 JUL -3 PM 2:15
E. AUBREY COLLISON
CLERK

John M. Woelpper
(Signature of Debtor)

John M. Woelpper
Type or Print Above Name on Above Line

PSI DIV. OF SEVERNTEC
(Signature of Debtor)

Type or Print Above Signature on Above Line

J C Mast
(Signature of Secured Party)

COOPER INDUSTRIES, INC.
Gardner-Denver Compressors
Type or Print Above Signature on Above Line

Mailed to Secured Party

BOOK 499 PAGE 484

STATE OF MARYLAND

262603

Identifying File No. _____

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PSI DIV. OF SEVERNTEC

Address Severn Run Bldg.,Md.Rt. 3, P. O. Box 268, Millersville, MD 21108

2. SECURED PARTY

Name COOPER INDUSTRIES, INC., Gardner-Denver Compressors

Address 1800 Gardner Expressway, Quincy, IL 62301

RECORD FEE 11.00
POSTAGE .00
#14371 C777 R01 T13:59
JUL 3 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Gardner-Denver Model EBETFB BEDASAB Air Compressor, S/N M17668,
(All cash, notes, leasing or rental agreements, sales contracts,
security agreements, and other obligations arising from the sale,
rent, or leasing of the foregoing type of property or the sale thereof.)

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1150

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

John M. Woelpper
(Signature of Debtor)

PSI DIV. OF SEVERNTEC
Type or Print Above Name on Above Line

(Signature of Debtor)

John M. Woelpper
Type or Print Above Signature on Above Line

J C Mast
(Signature of Secured Party)

COOPER INDUSTRIES, INC.
Gardner-Denver Compressors
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CARROLL COUNTY

CR CLERK

1986 JUL -3 PM 2:15

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

262604

BOOK 499 PAGE 485

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here $ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated JUNE 18, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Fine Homes & Investment, Inc.

Address 2450 Riva Road Annapolis, MD 21401

2. SECURED PARTY

Name HOPKINS LEASING corp.

Address 201 Hilton Plaza Baltimore, MD 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
M14471 C777 R01 T15:59
JUL 3 86

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

One 6 x 10 Cohort Telephone System - Consisting of:
1 - Key Service Unit -10492-001
1 - Power Supply - 10493-001
1 - Power Supply Card - 1693-001
1 - CPU Card - 169078-001
2 - C.O. Line Card - 169076 - 002
3 - Subset Station Cards - 169077-001
9 - Cohort Telephones - 104091-101
1 - BLF Attendant Telephone - 10494-101
1 - Battery Back - Up
1 - SMDR Printer (Call Accountin

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

NORMAN W. LUTKEFEDDER
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bruce A. Reichelderfer
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.
Type or Print Above Name on Above Line

1986 JUL -3 PM 4:07
E. AUBREY COLLISON
CLERK

CR CLERK

Mailed to Secured Party

20685006

BOOK 499 PAGE 486

262605

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

Smith, Roland F.

Smith, Joan M.
501 White Horse Ct.
Millersville, Md. 21108

2. Secured Party(ies) Name(s) and Address(es)

Ridgeway Trust No. 159
c/o ICON Group, Inc.
One Summit Avenue
White Plains, New York 10606

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 12.00
POSTAGE .50
W14395 C345 R01 T14:35
JUL 3 86

5. This Financing Statement covers the following types (or items) of property:

The debtors interest as an Owner in Ridgeway Trust No. 159 which constitutes 2 Unit(s) thereof.

6. Assignee(s) of Secured Party and Address(es)

Westinghouse Credit Corporation
2000 Oxford Drive
Bethel Park, PA 15102

☒ Products of the Collateral are also covered

7. ☐ The described crops are growing or to be grown on: *
☐ The described goods are or are to be affixed to: *
☐ The lumber to be cut or minerals or the like (including oil and gas) is on: *
*(Describe Real Estate Below)

8. Describe Real Estate Here:

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

By Roland F. Smith
Signature(s) of Debtor(s)

Ridgeway Trust No. 159, ICON Group, Inc.
as Trust Director
By
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

Mailed to Secured Party
CR CLERK

1986 JUL -3 PM 4:08
ANNE ARUNDEL COUNTY
CIRCUIT COURT
ANNE ARUNDEL COUNTY
MARYLAND

BOOK 499 PAGE 487

262606

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

Grubel, Arnold & Patricia
377 Broadleaf Ct
Millersville, Md 21108

2. Secured Party(ies) Name(s) and Address(es)

Ridgeway Trust No. 159
c/o ICON Group, Inc.
One Summit Avenue
White Plains, New York 10606

4. For Filing Officer Date, Time, No. Filing Office

RECORD FEE 12.00
POSTAGE .50
#143724 C345 R01 T14:35
JUL 3 86

5. This Financing Statement covers the following types (or items) of property:

The debtors interest as an Owner in Ridgeway Trust No. 159 which constitutes 2 Unit(s) thereof.

6. Assignee(s) of Secured Party and Address(es)

Westinghouse Credit Corporation
2000 Oxford Drive
Bethel Park, PA 15102

7. ☐ The described crops are growing or to be grown on: *
☐ The described goods are or are to be affixed to: *
☐ The lumber to be cut or minerals or the like (including oil and gas) is on: *
*(Describe Real Estate Below)

☐ Products of the Collateral are also covered.

8. Describe Real Estate Here:

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

X Patricia A. Grubel

By X Arnold Grubel
Signature(s) of Debtor(s)

Ridgeway Trust No. 159, ICON Group, Inc.
as Trust Director

By
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

1986 JUL -3 PM 4:03
E. ABBEY COLLISON
CLERK

CR CLERK

Mailed to Secured Party

BOOK 499 PAGE 488

262607

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

Polm, Richard
Polm, Theresa
563 Kevins Drive
Arnold, MD 21012

2. Secured Party(ies) Name(s) and Address(es)

Ridgeway Trust No. 159
c/o ICON Group, Inc.
One Summit Avenue
White Plains, New York 10606

4. For Filing Officer Date, Time, No. Filing Office

RECORD FEE 12.00
POSTAGE .50
#14579 C345 R01 T14:37
JUL 3 86

5. This Financing Statement covers the following types (or items) of property:

The debtors interest as an Owner in Ridgeway Trust No. 159 which constitutes 2 Unit(s) thereof.

6. Assignee(s) of Secured Party and Address(es)

Westinghouse Credit Corporation
2000 Oxford Drive
Bethel Park, PA 15102

☐ Products of the Collateral are also covered.

7. ☐ The described crops are growing or to be grown on:*
☐ The described goods are or are to be affixed to:*
☐ The lumber to be cut or minerals or the like (including oil and gas) is on:*
*(Describe Real Estate Below)

8. Describe Real Estate Here:

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street | Town or City | County | Section | Block | Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

Ridgeway Trust No. 159, ICON Group, Inc.
as Trust Director

By X Richard Polm
X Theresa E. Polm
Signature(s) of Debtor(s)

By
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

1986 JUL -3 PM 4:08
E. AUBREY CALLISON
CLERK

Mailed to Secured Party

CR CLERK

BOOK 499 PAGE 499

262608

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):
HAUSER, John J.
HAUSER, Rosemarie A.
2125 Harbor Dr.
Annapolis, Md. 21401

2. Secured Party(ies) Name(s) and Address(es)
Ridgeway Trust No. 159
c/o ICON Group, Inc.
One Summit Avenue
White Plains, New York 10606

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 12.00
POSTAGE .50
1144001 C777 001 T14:39
JUL 3 86

5. This Financing Statement covers the following types (or items) of property:
The debtors interest as an Owner in Ridgeway Trust No. 159 which constitutes 3 Unit(s) thereof.

6. Assignee(s) of Secured Party and Address(es)
Westinghouse Credit Corporation
2000 Oxford Drive
Bethel Park, PA 15102

☒ Products of the Collateral are also covered.

7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate Below)

8. Describe Real Estate Here:

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
☐ already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

Ridgeway Trust No. 159, ICON Group, Inc.
as Trust Director

By x John J. Hauser
By Rosemarie A. Hauser
Signature(s) of Debtor(s)

By
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

FILED AND RECORDED
1986 JUL -3 PM 4:08
ANNE ARUNDEL CO.
CLERK

CR CLERK

Mailed to Secured Party

BOOK 499 PAGE 490

262609

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

Dunn, George E
Dunn, Christina H
8120 Windmill Ct
Severn, Md 21144

2. Secured Party(ies) Name(s) and Address(es)

Ridgeway Trust No. 159
c/o ICON Group, Inc.
One Summit Avenue
White Plains, New York 10606

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 12.00
POSTAGE .50
#14401 C777 R01 T14:39
JUL 3 '86

5. This Financing Statement covers the following types (or items) of property:

The debtors interest as an Owner in Ridgeway Trust No. 159 which constitutes 4 Unit(s) thereof.

6. Assignee(s) of Secured Party and Address(es)

Westinghouse Credit Corporation
2000 Oxford Drive
Bethel Park, PA 15102

☐ Products of the Collateral are also covered.

7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate Below)

8. Describe Real Estate Here:

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

X

By X

Signature(s) of Debtor(s)

Ridgeway Trust No. 159, ICON Group, Inc.
as Trust Director

By

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

1986 JUL -3 PM 4:09
E. AUBREY PHILLISON
CLERK

Mailed to Secured Party

CR CLERK

BOOK 499 PAGE 491

262610

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

McDaris, John C.
356 Marlon Rd.
Severna Pk, Md. 21146

2. Secured Party(ies) Name(s) and Address(es)

Ridgeway Trust No. 159
c/o ICON Group, Inc.
One Summit Avenue
White Plains, New York 10606

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
POSTAGE .50
#14402 C777 R01 T14:40
JUL 3 86

5. This Financing Statement covers the following types (or items) of property:

The debtors interest as an Owner in Ridgeway Trust No. 159 which constitutes 4 Unit(s) thereof.

6. Assignee(s) of Secured Party and Address(es)

Westinghouse Credit Corporation
2000 Oxford Drive
Bethel Park, PA 15102

☒ Products of the Collateral are also covered.

7. ☐ The described crops are growing or to be grown on.*
☐ The described goods are or are to be affixed to.*
☐ The lumber to be cut or minerals or the like (including oil and gas) is on.*
*(Describe Real Estate Below)

8. Describe Real Estate Here:

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

John C. McDaris

By X John C. McDaris
Signature(s) of Debtor(s)

Ridgeway Trust No. 159, ICON Group, Inc.
as Trust Director

By
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

1986 JUL -3 PM 4:09
E. AUBREY COLLISON
CLERK
CR
CLERK

Mailed to Secured Party

BOOK 499 PAGE 492

262611

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: | 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Strick Lease Inc.
U.S. Hwy #1
Fairless Hills, Pa 19030

22-1863406

2. Secured Party(ies) and address(es)
Sanwa Business Credit Corp.
One S. Wacker Drive
Suite 3900
Chicago, Ill 60606

6/17/86 862

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 101.00
POSTAGE .50
#14406 C777 R01 T14:48
JUL 3 86

4. This financing statement covers the following types (or items) of property:

See Attached LIsting

"Not Subject to Recordation Tax"

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)
- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected:

Check [X] if covered: [X] Proceeds of Collateral are also covered. [X] Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: CLERK ANNAPOLIS, MD

Strick Lease Inc.

By: Roxanne Richardson
Signature(s) of Debtor(s)
ROXANNE RICHARDSON

Sanwa Business Credit Corp.

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

(FOR USE IN MOST STATES)

101.00
50

CR
CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUL -3 PM 4:09
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 492

262611

This **FINANCING STATEMENT** is presented to a filing office for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Strick Lease Inc.
U.S. Hwy #1
Fairless Hills, Pa 19030

22-1863406

2. Secured Party(ies) and address(es)
Sanwa Business Credit Corp.
One S. Wacker Drive
Suite 3900
Chicago, Ill 60606

6/17/86 862

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 101.00
POSTAGE .50
#14406 C777 R01 T14:48
JUL 3 86

4. This financing statement covers the following types (or items) of property:

See Attached LIsting

"Not Subject to Recordation Tax"

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)
- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected:

Check [X] if covered: [X] Proceeds of Collateral are also covered. [X] Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: CLERK ANNAPOLIS, MD

Strick Lease Inc.

By: Roxanne Richardson
Signature(s) of Debtor(s)
ROXANNE RICHARDSON

Sanwa Business Credit Corp.

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

(FOR USE IN MOST STATES)

101.00
50

CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUL -3 PM 4:09
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 403 (23 Pages)

Exhibit A

To Financing Statement

Debtor:

STRICK LEASE, INC.
U. S. Highway No. 1
Fairless Hills, PA 19030

Secured Party:

SANWA BUSINESS CREDIT
CORPORATION
1 South Wacker Drive
39th Floor
Chicago, Illinois 60606

This Financing Statement covers the following types (or items) of Property and a lien on and security interest therein is hereby confirmed and granted to the Secured Party by the Debtor;

All of the truck trailers, intermodal containers, chassis, converter dollies and all refrigeration units and all related equipment, parts, replacement parts and accessories, owned by the Debtor and leased or held for lease to others by the Debtor in the ordinary course of its business the purchase of which is now or hereafter financed or refinanced by the Secured Party together with any replacements and substitutions for the foregoing (collectively, "Inventory Collateral"), that is now owned by the Debtor and is set forth on Schedule I of this Financing Statement, incorporated herein by reference, or acquired hereafter by the Debtor, wheresoever located, the proceeds of all of the foregoing (including without limitation, the proceeds of insurance payable upon the loss or destruction of, or damage to, any thereof) and the products thereof.

UNITNO	TYPE	SERIAL
181030	P	1S11E8285GE279847
181031	P	1S11E8287GE279848
181032	P	1S11E8289GE279849
181033	P	1S11E8285GE279850
181034	P	1S11E8287GE279851
181035	P	1S11E8289GE279852
181036	P	1S11E8280GE279853
181037	P	1S11E8282GE279854
181038	P	1S11E8284GE279855
181039	P	1S11E8286GE279856
181040	P	1S11E8288GE279857
181041	P	1S11E828XGE279858
181042	P	1S11E8281GE279859
181043	P	1S11E8288GE279860
181044	P	1S11E828XGE279861
181045	P	1S11E8281GE279862
181046	P	1S11E8283GE279863
181047	P	1S11E8285GE279864
181048	P	1S11E8287GE279865
181049	P	1S11E8289GE279866
181050	P	1S11E8280GE279867
181051	P	1S11E8282GE279868
181052	P	1S11E8284GE279869
181053	P	1S11E8280GE279870
181054	P	1S11E8282GE279871
181055	P	1S11E8284GE279872
181056	P	1S11E8286GE279873
181057	P	1S11E8288GE279874
181058	P	1S11E828XGE279875
181059	P	1S11E8281GE279876
181060	P	1S11E8283GE279877
181061	P	1S11E8285GE279878
181062	P	1S11E8287GE279879
181063	P	1S11E8283GE279880
181064	P	1S11E8285GE279881
181065	P	1S11E8287GE279882
181066	P	1S11E8289GE279883
181067	P	1S11E8280GE279884
181068	P	1S11E8282GE279885
181069	P	1S11E8284GE279886
181070	P	1S11E8286GE279887
181071	P	1S11E8288GE279888
181072	P	1S11E828XGE279889
181073	P	1S11E8286GE279890
181074	P	1S11E8288GE279891
181075	P	1S11E828XGE279892
181076	P	1S11E8281GE279893
181077	P	1S11E8283GE279894
181078	P	1S11E8285GE279895
181079	P	1S11E8287GE279896
181080	P	1S11E8289GE279897
181081	P	1S11E8280GE279898
181082	P	1S11E8282GE279899
181083	P	1S11E8285GE279900

PRINTED IN U.S.A.

UNITNO	TYPE	SERIAL
181084	P	1S11E8287GE279901
181085	P	1S11E8289GE279902
181086	P	1S11E8280GE279903
181087	P	1S11E8282GE279904
181088	P	1S11E8284GE279905
181089	P	1S11E8286GE279906
181090	P	1S11E8288GE279907
181091	P	1S11E828XGE279908
181092	P	1S11E8281GE279909
181093	P	1S11E8288GE279910
181094	P	1S11E828XGE279911
181095	P	1S11E8281GE279912
181096	P	1S11E8283GE279913
181097	P	1S11E8285GE279914
181098	P	1S11E8287GE279915
181099	P	1S11E8289GE279916
181101	P	1S11E8282GE279918
440209	V	1S12E9530FE271289
440210	V	1S12E9537FE271290
440211	V	1S12E9539FE271291
440212	V	1S12E9530FE271292
440213	V	1S12E9532FE271293
440214	V	1S12E9534FE271294
440215	V	1S12E9536FE271295
440216	V	1S12E9538FE271296
440217	V	1S12E953XFE271297
440218	V	1S12E9531FE271298
440219	V	1S12E9533FE271299
440220	V	1S12E9536FE271300
440221	V	1S12E9538FE271301
440222	V	1S12E953XFE271302
440223	V	1S12E9531FE271303
440224	V	1S12E9533FE271304
440225	V	1S12E3535FE271305
440226	V	1S12E9537FE271306
440227	V	1S12E9539FE271307
440228	V	1S12E9530FE271308
440229	V	1S12E9532FE271309
440230	V	1S12E9539FE271310
440231	V	1S12E9530FE271311
440232	V	1S12E9532FE271312
440234	V	1S12E9536FE271314
440235	V	1S12E9538FE271315
440236	V	1S12E953XFE271316
440237	V	1S12E9531FE271317
440239	V	1S12E9535FE271319
440240	V	1S12E9531FE271320
440242	V	1S12E9535FE271322
440243	V	1S12E9537FE271323
440244	V	1S12E9539FE271324
440245	V	1S12E9530FE271325
440246	V	1S12E9532FE271326
440247	V	1S12E9534FE271327
440248	V	1S12E9536FE271328

PRINTED IN U.S.A.

UNITNO	TYPE	SERIAL
440249	V	1S12E9538FE271329
440252	V	1S12E953XGE274802
440253	V	1S12E9531GE274803
440254	V	1S12E9533GE274804
440255	V	1S12E9535GE274805
440256	V	1S12E9537GE274806
440257	V	1S12E9539GE274807
440258	V	1S12E9530GE274808
440259	V	1S12E9532GE274809
440260	V	1S12E9539GE274810
440261	V	1S12E9530GE274811
440262	V	1S12E9532GE274812
440263	V	1S12E9534GE274813
440264	V	1S12E9536GE274814
440265	V	1S12E9538GE274815
440269	V	1S12E9535GE274819
440270	V	1S12E9531GE274820
440271	V	1S12E9533GE274821
440272	V	1S12E9535GE274822
440273	V	1S12E9537GE274823
440274	V	1S12E9539GE274824
440275	V	1S12E9530GE274825
440276	V	1S12E9532GE274826
440277	V	1S12E9534GE274827
440278	V	1S12E9536GE274828
440279	V	1S12E9538GE274829
440280	V	1S12E9534GE274830
440281	V	1S12E9536GE274831
440282	V	1S12E9538GE274832
440283	V	1S12E953XGE274833
440284	V	1S12E9531GE274834
440285	V	1S12E9533GE274835
440286	V	1S12E9535GE274836
440287	V	1S12E9537GE274837
440288	V	1S12E9539GE274838
440289	V	1S12E9530GE274839
440290	V	1S12E9537GE274840
440291	V	1S12E9539GE274841
440292	V	1S12E9530GE274842
440293	V	1S12E9532GE274843
440294	V	1S12E9534GE274844
440295	V	1S12E9536GE274845
440296	V	1S12E9538GE274846
440297	V	1S12E953XGE274847
440298	V	1S12E9531GE274848
440299	V	1S12E9533GE274849
440300	V	1S12E953XGE274850
440301	V	1S12E9531GE274851
440302	V	1S12E9533GE274852
440303	V	1S12E9535GE274853
440304	V	1S12E9537GE274854
440305	V	1S12E9539GE274855
440306	V	1S12E9530GE274856
440307	V	1S12E9532GE274857

PRINTED IN U.S.A.

86/06/25

STRICK LEASE SYSTEM

BOOK 499 PAGE 497

SANWA

UNITNO	TYPE	SERIAL
440308	V	1S12E9534GE274858
440309	V	1S12E9536GE274859
440310	V	1S12E9532GE274860
440311	V	1S12E9534GE274861
440312	V	1S12E9536GE274862
440313	V	1S12E9538GE274863
440314	V	1S12E953XGE274864
440315	V	1S12E9531GE274865
440316	V	1S12E9533GE274866
440317	V	1S12E9535GE274867
440318	V	1S12E9537GE274868
440319	V	1S12E9539GE274869
440321	V	1S12E9537GE274871
440322	V	1S12E9539GE274872
440323	V	1S12E9530GE274873
440324	V	1S12E9532GE274874
440325	V	1S12E9534GE274875
440327	V	1S12E9538GE274877
440328	V	1S12E953XGE274878
440329	V	1S12E9531GE274879
440330	V	1S12E9535GE278451
481568	V	261901
484444	V	1S12E9487GE271210
484445	V	1S12E9489GE271211
484446	V	1S12E9480GE271212
484447	V	1S12E9482GE271213
484448	V	1S12E9484GE271214
484449	V	1S12E9486GE271215
484450	V	1S12E9488GE271216
484451	V	1S12E948XGE271217
484452	V	1S12E9481GE271218
484453	V	1S12E9483GE271219
484454	V	1S12E948XGE271220
484455	V	1S12E9481GE271221
484456	V	1S12E9483GE271222
484457	V	1S12E9485GE271223
484458	V	1S12E9487GE271224
484459	V	271225
484460	V	1S12E9480GE271226
484461	V	1S12E9482GE271227
484462	V	1S12E9484GE271228
484463	V	1S12E9486GE271229
484616	V	1S12E9485GD275875
484617	V	1S12E9487GD275876
484618	V	1S12E9489GD275877
484619	V	1S12E9480GD275878
484620	V	1S12E9482GD275879
484621	V	1S12E9489GD275880
484622	V	1S12E9480GD275881
484623	V	1S12E9482GD275882
484624	V	1S12E9484GD275883
484625	V	1S12E9486GD275884
484626	V	1S12E9488GD275885
484627	V	1S12E948XGD275886

PRINTED IN U.S.A.

86/06/25 STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 498

UNITNO	TYPE	SERIAL
484628	V	1S12E9481GD275887
484629	V	1S12E9483GD275888
484630	V	1S12E9485GD275889
484631	V	1S12E9481GD275890
484632	V	1S12E9483GD275891
484633	V	1S12E9485GD275892
484634	V	1S12E9487GD275893
484635	V	1S12E9489GD275894
484636	V	1S12E9480GD275895
484637	V	1S12E9482GD275896
484638	V	1S12E9484GD275897
484639	V	1S12E9486GD275898
484640	V	1S12E9488GD275899
484641	V	1S12E9480GD275900
484642	V	1S12E9482GD275901
484643	V	1S12E9484GD275902
484644	V	1S12E9486GD275903
484645	V	1S12E9488GD275904
484646	V	1S12E948XGD275905
484647	V	1S12E9481GD275906
484648	V	1S12E9483GD275907
484649	V	1S12E9485GD275908
484650	V	1S12E9487GD275909
484651	V	1S12E9483GD275910
484652	V	1S12E9485GD275911
484653	V	1S12E9487GD275912
484654	V	1S12E9489GD275913
484655	V	1S12E9480GD275914
484656	V	1S12E9482GD275915
484657	V	1S12E9484GD275916
484658	V	1S12E9486GD275917
484659	V	1S12E9488GD275918
484660	V	1S12E948XGD275919
484661	V	1S12E9486GD275920
484662	V	1S12E9488GD275921
484663	V	1S12E948XGD275922
484664	V	1S12E9481GD275923
484665	V	1S12E9483GD275924
484666	V	1S12E9485GD275925
484667	V	1S12E9487GD275926
484668	V	1S12E9489GD275927
484669	V	1S12E9480GD275928
484670	V	1S12E9482GD275929
484671	V	1S12E9489GD275930
484672	V	1S12E9480GD275931
484673	V	1S12E9482GD275932
484674	V	1S12E9484GD275933
484675	V	1S12E9486GD275934
484676	V	1S12E9488GD275935
484677	V	1S12E948XGD275936
484678	V	1S12E9481GD275937
484679	V	1S12E9483GD275938
484680	V	1S12E9485GD275939
484681	V	1S12E9481GD275940

PRINTED IN U.S.A.

UNITNO	TYPE	SERIAL
484682	V	1S12E9483GD275941
484683	V	1S12E9485GD275942
484684	V	1S12E9487GD275943
484685	V	1S12E9489GD275944
484686	V	1S12E9480GD275945
484687	V	1S12E9482GD275946
484688	V	1S12E9484GD275947
484739	V	1S12E9489GE276098
484740	V	1S12E9480GE276099
484741	V	1S12E9483GE276100
484742	V	1S12E9485GE276101
484743	V	1S12E9487GE276102
484744	V	1S12E9489GE276103
484745	V	1S12E9480GE276104
484746	V	1S12E9482GE276105
484747	V	1S12E9484GE276106
484748	V	1S12E9486GE276107
484749	V	1S12E9488GE276108
484750	V	1S12E948XGE276109
484751	V	1S12E9486GE276110
484752	V	1S12E9488GE276111
484753	V	1S12E948XGE276112
484754	V	1S12E9481GE276113
484755	V	1S12E9483GE276114
484756	V	1S12E9485GE276115
484757	V	1S12E9487GE276116
484758	V	1S12E9489GE276117
484759	V	1S12E9480GE276118
484760	V	1S12E9482GE276119
484761	V	1S12E9489GE276120
484762	V	1S12E9480GE276121
484763	V	1S12E9482GE276122
484764	V	1S12E9484GE276123
484765	V	1S12E9486GE276124
484766	V	1S12E9488GE276125
484767	V	1S12E948XGE276126
484768	V	1S12E9481GE276127
484771	V	1S12E9481GE276130
484772	V	1S12E9483GE276131
484776	V	1S12E9480GE276135
484777	V	1S12E9482GE276136
484778	V	1S12E9484GE276137
484779	V	1S12E9486GE276138
484780	V	1S12E9488GE276139
484781	V	1S12E9484GE276140
484782	V	1S12E9486GE276141
484783	V	1S12E9488GE276142
484784	V	1S12E948XGE276143
484785	V	1S12E9481GE276144
484786	V	1S12E9483GE276145
484787	V	1S12E9485GE276146
484788	V	1S12E9487GE276147
484789	V	1S12E9483GE275948
484790	V	1S12E9485GE275949

PRINTED IN U.S.A.

86/06/25 STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 500

UNITNO	TYPE	SERIAL
484791	V	1S12E9481GE275950
484792	V	1S12E9483GE275951
484793	V	1S12E9485GE275952
484794	V	1S12E9487GE275953
484795	V	1S12E9484GE276154
484796	V	1S12E9480GE275955
484797	V	1S12E9482GE275956
484798	V	1S12E9484GE275957
484799	V	1S12E9486GE275958
484800	V	1S12E9488GE275959
484801	V	1S12E9484GE275960
484802	V	1S12E9486GE275961
484803	V	1S12E9488GE275962
484804	V	1S12E948XGE275963
484805	V	1S12E9481GE275964
484806	V	1S12E9483GE275965
484807	V	1S12E9485GE275966
484808	V	1S12E9487GE275967
484809	V	1S12E9489GE275968
484810	V	1S12E9480GE275969
484811	V	1S12E9487GE275970
484812	V	1S12E9489GE275971
484813	V	1S12E9480GE275972
484814	V	1S12E9482GE275973
484815	V	1S12E9484GE275974
484816	V	1S12E9486GE275975
484817	V	1S12E9488GE275976
484818	V	1S12E948XGE275977
484819	V	1S12E9481GE275978
484820	V	1S12E9483GE275979
484821	V	1S12E948XGE275980
484822	V	1S12E9481GE275981
484823	V	1S12E9483GE275982
484824	V	1S12E9485GE275983
484825	V	1S12E9487GE275984
484826	V	1S12E9489GE275985
484827	V	1S12E9480GE275986
484828	V	1S12E9482GE275987
484829	V	1S12E9484GE275988
484830	V	1S12E9486GE275989
484831	V	1S12E9482GE275990
484832	V	1S12E9484GE275991
484833	V	1S12E9486GE275992
484834	V	1S12E9483GE276193
484835	V	1S12E948XGE275994
484836	V	1S12E9481GE275995
484837	V	275996
484838	V	1S12E9485GE275997
484839	V	275998
484840	V	1S12E9489GE275999
484841	V	1S12E948XGE276000
484842	V	276001
484843	V	1S12E9483GE276002
484844	V	1S12E9485GE276003

PRINTED IN U.S.A.

86/06/25

STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 591

UNITNO	TYPE	SERIAL
484845	V	1S12E9487GE276004
484846	V	276005
484847	V	276006
484848	V	1S12E9482GE276007
484849	V	1S12E9484GE276008
484850	V	1S12E9483GE276209
484851	V	1S12E9482GE276010
484852	V	1S12E9484GE276011
484853	V	1S12E9486GE276012
484854	V	1S12E9488GE276013
484855	V	1S12E948XGE276014
484856	V	1S12E9481GE276015
484857	V	1S12E9483GE276016
484858	V	1S12E9485GE276017
484859	V	1S12E9487GE276018
484860	V	1S12E9489GE276019
484861	V	276020
484862	V	1S12E9487GE276021
484863	V	1S12E9489GE276022
484864	V	1S12E9480GE276023
484865	V	1S12E9482GE276024
484866	V	1S12E9484GE276025
484867	V	1S12E9483GE276226
484868	V	1S12E9488GE276027
484869	V	1S12E948XGE276028
484870	V	1S12E9481GE276029
484871	V	1S12E9488GE276030
484872	V	1S12E9487GE276231
484873	V	1S12E9481GE276032
484874	V	276312
484874	V	276033
484875	V	1S12E9482GE276234
484876	V	1S12E9487GE276035
484877	V	1S12E9489GE276036
484878	V	1S12E9480GE276037
484879	V	1S12E9482GE276038
484880	V	1S12E9484GE276039
484881	V	1S12E9480GE276040
484882	V	1S12E9482GE276041
484883	V	1S12E9481GE276242
484884	V	1S12E9486GE276043
484885	V	1S12E9488GE276044
484886	V	1S12E9487GE276245
484887	V	1S12E9489GE276246
484888	V	1S12E9480GE276247
484889	V	1S12E9481GE276645
484890	V	1S12E9483GE276646
484891	V	1S12E9485GE276647
484892	V	1S12E9487GE276648
484893	V	1S12E9489GE276649
484894	V	1S12E9485GE276650
484895	V	1S12E9487GE276651
484896	V	1S12E9489GE276652
484897	V	1S12E9480GE276653

PRINTED IN U.S.A.

86/06/25

STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 502

UNITNO	TYPE	SERIAL
484898	V	1S12E9482GE276654
484899	V	1S12E9484GE276655
484900	V	1S12E9486GE276656
484901	V	1S12E9488GE276657
484902	V	1S12E948XGE276658
484903	V	1S12E9481GE276659
484914	V	1S12E9480GE276670
484915	V	1S12E9482GE276671
484916	V	1S12E9484GE276672
484917	V	1S12E9486GE276673
484918	V	1S12E9488GE276674
484919	V	1S12E948XGE276675
484920	V	1S12E9481GE276676
484921	V	1S12E9483GE276677
484922	V	1S12E9485GE276678
484923	V	1S12E9487GE276679
484924	V	1S12E9483GE276680
484925	V	1S12E9485GE276681
484926	V	1S12E9487GE276682
484927	V	1S12E9489GE276683
484928	V	1S12E9480GE276684
484929	V	1S12E9482GE276685
484930	V	1S12E9484GE276686
484931	V	1S12E9486GE276687
484932	V	1S12E9488GE276688
484933	V	1S12E948XGE276689
484934	V	1S12E9486GE276690
484935	V	1S12E9488GE276691
484936	V	1S12E948XGE276692
484937	V	1S12E9481GE276693
484938	V	1S12E9483GE276694
484939	V	1S12E9485GE276695
484940	V	1S12E9487GE276696
484941	V	1S12E9489GE276697
484942	V	1S12E9480GE276698
484943	V	1S12E9482GE276699
484944	V	1S12E9485GE276700
484945	V	1S12E9487GE276701
484946	V	1S12E9489GE276702
484947	V	1S12E9480GE276703
484948	V	1S12E9482GE276704
484949	V	1S12E9484GE276705
484950	V	1S12E9486GE276706
484951	V	1S12E9488GE276707
484952	V	1S12E948XGE276708
484953	V	1S12E9481GE276709
484954	V	1S12E9488GE276710
484955	V	1S12E948XGE276711
484956	V	1S12E9481GE276712
484969	V	1S12E948XGE276725
484970	V	1S12E9481GE276726
484971	V	1S12E9483GE276727
484972	V	1S12E9485GE276728
484973	V	1S12E9487GE276729

PRINTED IN U.S.A.

86/06/25 STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 503

UNITNO	TYPE	SERIAL
484974	V	1S12E9483GE276730
484975	V	1S12E9485GE276731
484976	V	1S12E9487GE276732
484977	V	1S12E9489GE276733
484978	V	1S12E9480GE276734
484979	V	1S12E9482GE276735
484980	V	1S12E9484GE276736
484981	V	1S12E9486GE276737
484982	V	1S12E9488GE276738
484983	V	1S12E948XGE276739
484984	V	1S12E9486GE276740
484985	V	1S12E9488GE276741
484986	V	1S12E948XGE276742
484987	V	1S12E9481GE276743
484988	V	1S12E9483GE276744
484989	V	1S12E9488GD276745
484990	V	1S12E948XGD276746
484991	V	1S12E9481GD276747
484992	V	1S12E9483GD276748
484993	V	1S12E9485GD276749
484994	V	1S12E9481GD276750
484995	V	1S12E9483GD276751
484996	V	1S12E9485GD276752
484997	V	1S12E9487GD276753
484998	V	1S12E9489GD276754
484999	V	1S12E9480GD276755
485001	V	1S12E9484GD276757
485002	V	1S12E9486GD276758
485003	V	1S12E9488GD276759
485004	V	1S12E9484GD276760
485005	V	1S12E9486GD276761
485006	V	1S12E9488GD276762
485007	V	1S12E948XGD276763
485008	V	1S12E9481GD276764
485009	V	1S12E9483GD276765
485010	V	1S12E9485GD276766
485011	V	1S12E9487GD276767
485012	V	1S12E9489GD276768
485013	V	1S12E9480GD276769
485014	V	1S12E9487GD276770
485015	V	1S12E9489GD276771
485016	V	1S12E9480GD276772
485017	V	1S12E9482GD276773
485018	V	1S12E9484GD276774
485019	V	1S12E9486GD276775
485020	V	1S12E9488GD276776
485021	V	1S12E948XGD276777
485022	V	1S12E9481GD276778
485023	V	1S12E9483GD276779
485024	V	1S12E948XGD276780
485025	V	1S12E9481GD276781
485026	V	1S12E9483GD276782
485027	V	1S12E9485GD276783
485028	V	1S12E9487GD276784

86/06/25 STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 501

UNITNO	TYPE	SERIAL
485029	V	1S12E9489GD276785
485030	V	1S12E9480GD276786
485031	V	1S12E9482GD276787
485032	V	1S12E9484GD276788
485033	V	1S12E9486GD276789
485034	V	1S12E9482GD276790
485035	V	1S12E9484GD276791
485036	V	1S12E9486GD276792
485037	V	1S12E9488GD276793
~~485038~~	~~V~~	~~1S12E948XGD276794~~
485039	V	1S12E9481GD276795
485040	V	1S12E9483GD276796
485041	V	1S12E9485GD276797
485042	V	1S12E9487GD276798
485043	V	1S12E9489GD276799
485044	V	1S12E9481GD276800
485045	V	1S12E9483GD276801
485046	V	1S12E9485GD276802
485047	V	1S12E9487GD276803
485048	V	1S12E9489GD276804
485049	V	1S12E9480GD276805
485050	V	1S12E9482GD276806
485051	V	1S12E9484GD276807
485052	V	1S12E9486GD276808
485053	V	1S12E9488GD276809
485054	V	1S12E9484GD276810
485055	V	1S12E9486GD276811
485056	V	1S12E9488GD276812
485057	V	1S12E948XGD276813
485058	V	1S12E9481GD276814
485059	V	1S12E9483GD276815
485060	V	1S12E9485GD276816
485061	V	1S12E9487GD276817
485062	V	1S12E9489GD276818
485063	V	1S12E9480GD276819
485064	V	1S12E9487GD276820
485065	V	1S12E9489GD276821
485066	V	1S12E9480GD276822
485067	V	1S12E9482GD276823
485068	V	1S12E9484GD276824
485069	V	1S12E9486GD276825
485070	V	1S12E9488GD276826
485071	V	1S12E948XGD276827
485072	V	1S12E9481GD276828
485073	V	1S12E9483GD276829
485074	V	1S12E948XGD276830
485075	V	1S12E9481GD276831
485076	V	1S12E9483GD276832
485077	V	1S12E9485GD276833
485078	V	1S12E9487GD276834
485079	V	1S12E9489GD276835
485080	V	1S12E9480GD276836
485081	V	1S12E9482GD276837
485082	V	1S12E9484GD276838

PRINTED IN U.S.A.

86/06/25 STRICK LEASE SYSTEM

SANWA

BOOK 400 PAGE 505

UNITNO	TYPE	SERIAL
485083	V	1S12E9486GD276839
485084	V	1S12E9482GD276840
485085	V	1S12E9484GD276841
485086	V	1S12E9486GD276842
485087	V	1S12E9488GD276843
485088	V	1S12E948XGD276844
485089	V	1S12E9482GD276756
485116	V	1S12P9484GD268572
485117	V	1S12P9486GD268573
485118	V	1S12P9488GD268574
485119	V	1S12P948XGD268575
485120	V	1S12P9481GD268576
485128	V	1S12P9480GD276300
485129	V	1S12P9482GD276301
485130	V	1S12P9484GD276302
485137	V	1S12P9487GD276309
485138	V	1S12P9483GD276310
485215	V	1S12E948XGD274480
485216	V	1S12E9481GD274481
485217	V	1S12E9483GD274482
485218	V	1S12E9485GD274483
485219	V	1S12E9487GD274484
485220	V	1S12E9489GD274485
485221	V	1S12E9480GD274486
485222	V	1S12E9482GD274487
485223	V	1S12E9484GD274488
485224	V	1S12E9486GD274489
485225	V	1S12E9482GD274490
485226	V	1S12E9484GD274491
485227	V	1S12E9486GD274492
485228	V	1S12E9488GD274493
485229	V	1S12E948XGD274494
485230	V	1S12E9481GD274495
485231	V	1S12E9483GD274496
485233	V	1S12E9487GD274498
485234	V	1S12E9489GD274499
485235	V	1S12E9481GD274500
485236	V	1S12E9483GD274501
485237	V	1S12E9485GD274502
485238	V	1S12E9487GD274503
485239	V	1S12E9489GD274504
485240	V	1S12E9480GD274505
485241	V	1S12E9482GD274506
485242	V	1S12E9484GD274507
485243	V	1S12E9486GD274508
485244	V	1S12E9488GD274509
485245	V	1S12E9484GD274510
485246	V	1S12E9486GD274511
485247	V	1S12E9488GD274512
485248	V	1S12E948XGD274513
485249	V	1S12E9481GD274514
485250	V	1S12E9483GD274515
485251	V	1S12E9485GD274516
485252	V	1S12E9487GD274517

PRINTED IN U.S.A.

8E/06/25

STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 500

UNITNO	TYPE	SERIAL
485253	V	1S12E9489GD274518
485254	V	1S12E9480GD274519
485255	V	1S12E9487GD274520
485256	V	1S12E9489GD274521
485257	V	1S12E9480GD274522
485258	V	1S12E9482GD274523
485259	V	1S12E9484GD274524
485260	V	1S12E9486GD274525
485261	V	1S12E9488GD274526
485262	V	1S12E948XGD274527
485263	V	1S12E9481GD274528
485264	V	1S12E9483GD274529
485265	V	1S12E948XGD274530
485266	V	1S12E9481GD274531
485267	V	1S12E9483GD274532
485268	V	1S12E9485GD274533
485269	V	1S12E9487GD274534
485270	V	1S12E9489GD274535
485271	V	1S12E9480GD274536
485272	V	1S12E9482GD274537
485273	V	1S12E9484GD274538
485274	V	1S12E9486GD274539
485275	V	1S12E9482GD274540
485276	V	1S12E9484GD274541
485277	V	1S12E9486GD274542
485278	V	1S12E9488GD274543
485279	V	1S12E948XGD274544
485280	V	1S12E9481GD274545
485281	V	1S12E9483GD274546
485282	V	1S12E9485GD274547
485283	V	1S12E9487GD274548
485285	V	1S12E9485GD274550
485286	V	1S12E9487GD274551
485287	V	1S12E9489GD274552
485288	V	1S12E9480GD274553
485289	V	1S12E9482GD274554
485290	V	1S12E9484GD274555
485291	V	1S12E9486GD274556
485292	V	1S12E9488GD274557
485293	V	1S12E948XGD274558
485294	V	1S12E9481GD274559
485295	V	1S12E9488GD274560
485296	V	1S12E948XGD274561
485297	V	1S12E9481GD274562
485298	V	1S12E9483GD274563
485299	V	1S12E9485GD274564
485300	V	1S12E9487GD274565
485301	V	1S12E9486GE274566
485302	V	1S12E9480GD274567
485303	V	1S12E9482GD274568
485304	V	1S12E9484GD274569
485305	V	1S12E9480GD274570
485306	V	1S12E9482GD274571
485307	V	1S12E9484GD274572

PRINTED IN U.S.A.

86/06/25

STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 597

UNITNO	TYPE	SERIAL
485308	V	1S12E9486GD274573
485309	V	1S12E9488GD274574
485310	V	1S12E948XGD274575
485311	V	1S12E9481GD274576
485312	V	1S12E9483GD274577
485313	V	1S12E9485GD274578
485314	V	1S12E9487GD274579
485315	V	1S12E9483GD274580
485316	V	1S12E9485GD274581
485317	V	1S12E9487GD274582
485318	V	1S12E9489GD274583
485319	V	1S12E9480GD274584
485320	V	1S12E9482GD274585
485321	V	1S12E9484GD274586
485322	V	1S12E9486GD274587
485323	V	1S12E9488GD274588
485324	V	1S12E948XGD274589
485325	V	1S12E9486GD274590
485326	V	1S12E9488GD274591
485327	V	1S12E948XGD274592
485328	V	1S12E9481GD274593
485329	V	1S12E9483GD274594
485330	V	1S12E9485GD274595
485331	V	1S12E9487GD274596
485332	V	1S12E9489GD274597
485333	V	1S12E9480GD274598
485334	V	1S12E9482GD274599
485335	V	1S12E9485GD274600
485336	V	1S12E9487GD274601
485337	V	1S12E9489GD274602
485338	V	1S12E9480GD274603
485339	V	1S12E9482GD274604
485340	V	1S12E9484GD274605
485341	V	1S12E9486GD274606
485342	V	1S12E9488GD274607
485343	V	1S12E948XGD274608
485344	V	1S12E9481GD274609
485345	V	1S12E9488GD274610
485346	V	1S12E948XGD274611
485347	V	1S12E9481GD274612
485348	V	1S12E9483GD274613
485349	V	1S12E9485GD274614
485350	V	1S12E9487GD274615
485351	V	1S12E9489GD274616
485352	V	1S12E9480GD274617
485353	V	1S12E9482GD274618
485354	V	1S12E9484GD274619
485355	V	1S12E9480GD274620
485356	V	1S12E9482GD274621
485357	V	1S12E9484GD274622
485358	V	1S12E9486GD274623
485359	V	1S12E9488GD274624
485360	V	1S12E948XGD274625
485361	V	1S12E9481GD274626

PRINTED IN U.S.A.

86/06/25

STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 508

UNITNO	TYPE	SERIAL
485362	V	1S12E9483GD274627
485363	V	1S12E9485GD274628
485364	V	1S12E9487GD274629
485365	V	1S12E9483GD274630
485366	V	1S12E9485GD274631
485367	V	1S12E9487GD274632
485368	V	1S12E9489GD274633
485369	V	1S12E9480GD274634
485370	V	1S12E9482GD274635
485371	V	1S12E9484GD274636
485372	V	1S12E9486GD274637
485373	V	1S12E9488GD274638
485374	V	1S12E948XGD274639
485375	V	1S12E9486GD274640
485376	V	1S12E9488GD274641
485377	V	1S12E948XGD274642
485378	V	1S12E9481GD274643
485379	V	1S12E9483GD274644
485380	V	1S12E9485GD274645
485381	V	1S12E9487GD274646
485382	V	1S12E9489GD274647
485383	V	1S12E9480GD274648
485384	V	1S12E9482GD274649
485385	V	1S12E9489GD274650
485386	V	1S12E9480GD274651
485387	V	1S12E9482GD274652
485388	V	1S12E9484GD274653
485389	V	1S12E9486GD274654
485390	V	1S12E9488GD274655
485391	V	1S12E948XGD274656
485392	V	1S12E9481GD274657
485393	V	1S12E9483GD274658
485394	V	1S12E9485GD274659
485395	V	1S12E9481GD274660
485396	V	1S12E9483GD274661
485397	V	1S12E9485GD274662
485398	V	1S12E9487GD274663
485399	V	1S12E9489GD274664
485400	V	1S12E9480GD274665
485401	V	1S12E9482GD274666
485402	V	1S12E9484GD274667
485403	V	1S12E9486GD274668
485404	V	1S12E9488GD274669
485405	V	1S12E9484GD274670
485406	V	1S12E9486GD274671
485407	V	1S12E9488GD274672
485408	V	1S12E948XGD274673
485409	V	1S12E9481GD274674
485410	V	1S12E9483GD274675
485411	V	1S12E9485GD274676
485412	V	1S12E9487GD274677
485413	V	1S12E9489GD274678
485414	V	1S12E9480GD274679
485415	V	1S12E9487GD274680

PRINTED IN U.S.A.

86/06/25 STRICK LEASE SYSTEM

SAYWA

BOOK 499 PAGE 508

UNITNO	TYPE	SERIAL
485416	V	1S12E9489GD274681
485417	V	1S12E9480GD274682
485418	V	1S12E9482GD274683
485419	V	1S12E9484GD274684
485420	V	1S12E9486GD274685
485421	V	1S12E9488GD274686
485422	V	1S12E948XGD274687
485423	V	1S12E9481GD274688
485424	V	1S12E9483GD274689
485425	V	1S12E948XGD274690
485426	V	1S12E9481GD274691
485427	V	1S12E9483GD274692
485428	V	1S12E9485GD274693
485429	V	1S12E9487GD274694
485430	V	1S12E9489GD274695
485431	V	1S12E9480GD274696
485432	V	1S12E9482GD274697
485433	V	1S12E9484GD274698
485434	V	1S12E9486GD274699
485435	V	1S12E9489GD274700
485436	V	1S12E9480GD274701
485437	V	1S12E9482GD274702
485438	V	1S12E9484GD274703
485439	V	1S12E9486GD274704
485440	V	1S12E9488GD274705
485441	V	1S12E948XGD274706
485442	V	1S12E9481GD274707
485443	V	1S12E9483GD274708
485444	V	1S12E9485GD274709
485445	V	1S12E9481GD274710
485446	V	1S12E9483GD274711
485447	V	1S12E9485GD274712
485448	V	1S12E9487GD274713
485449	V	1S12E9489GD274714
485450	V	1S12E9480GD274715
485451	V	1S12E9482GD274716
485452	V	1S12E9484GD274717
485453	V	1S12E9486GD274718
485454	V	1S12E9488GD274719
485455	V	1S12E9484GD274720
485456	V	1S12E9486GD274721
485457	V	1S12E9488GD274722
485458	V	1S12E948XGD274723
485459	V	1S12E9481GD274724
485460	V	1S12E9483GD274725
485461	V	1S12E9485GD274726
485462	V	1S12E9487GD274727
485463	V	1S12E9489GD274728
485464	V	1S12E9480GD274729
485465	V	1S12E9487GD274730
485466	V	1S12E9489GD274731
485467	V	1S12E9480GD274732
485468	V	1S12E9482GD274733
485469	V	1S12E9484GD274734

PRINTED IN U.S.A.

86/06/25

STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 540

UNITNO	TYPE	SERIAL
485470	V	1S12E9486GD274735
485471	V	1S12E9488GD274736
485472	V	1S12E948XGD274737
485473	V	1S12E9481GD274738
485474	V	1S12E9483GD274739
485475	V	1S12E948XGD274740
485476	V	1S12E9481GD274741
485477	V	1S12E9483GD274742
485478	V	1S12E9485GD274743
485479	V	1S12E9487GD274744
485480	V	1S12E9489GD274745
485481	V	1S12E9480GD274746
485482	V	1S12E9482GD274747
485483	V	1S12E9484GD274748
485484	V	1S12E9486GD274749
485495	V	1S12E9482GE274760
485496	V	1S12E9484GE274761
485497	V	1S12E9489GD274762
485498	V	274763
485499	V	1S12E948XGE274764
485500	V	1S12E9481GE274765
485500	V	1S12E9484GD274765
485501	V	1S12E9483GE274766
485501	V	1S12E9486GD274766
485502	V	1S12E9488GD274767
485503	V	1S12E9487GE274768
485504	V	1S12E9489GE274769
485505	V	1S12E9485GE274770
485506	V	1S12E9487GE274771
485507	V	1S12E9489GE274772
485508	V	1S12E9480GE274773
485509	V	1S12E9482GE274774
485510	V	1S12E9484GE274775
485511	V	1S12E9486GE274776
485512	V	1S12E9488GE274777
485513	V	1S12E948XGE274778
485514	V	1S12E9481GE274779
485515	V	1S12E9480GD274780
485516	V	1S12E9482GD274781
485517	V	1S12E9484GD274782
485518	V	1S12E9486GD274783
485519	V	1S12E9488GD274784
485520	V	1S12E948XGD274785
485521	V	1S12E9481GD274786
485522	V	1S12E9483GD274787
485523	V	1S12E9485GD274788
485524	V	1S12E9487GD274789
485535	V	1S12E9481GD277087
485538	V	1S12E9485GE274882
485556	V	1S12E9483GE274900
485557	V	1S12E9485GE274901
485558	V	1S12E9487GE274902
485559	V	1S12E9489GE274903
485560	V	1S12E9480GE274904

PRINTED IN U.S.A.

86/06/25 STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 541

UNITNO	TYPE	SERIAL
~~485842~~	~~V~~	~~1S12E9484GD275186~~
485886	V	1S12E9483GD275230
485887	V	1S12E9485GD275231
485888	V	1S12E9487GD275232
485889	V	1S12E9489GD275233
485890	V	1S12E9480GD275234
485891	V	1S12E9482GD275235
485892	V	1S12E9484GD275236
485893	V	1S12E9486GD275237
485894	V	1S12E9488GD275238
485895	V	1S12E948XGD275239
485896	V	1S12E9486GD275240
485897	V	1S12E9488GD275241
485898	V	1S12E948XGD275242
485899	V	1S12E9481GD275243
485900	V	1S12E9483GD275244
485901	V	1S12E9485GD275245
485902	V	1S12E9487GD275246
485903	V	1S12E9489GD275247
485904	V	1S12E9480GD275248
485905	V	1S12E9482GD275249
485906	V	1S12E9489GD275250
485907	V	1S12E9480GD275251
485908	V	1S12E9482GD275252
485909	V	1S12E9484GD275253
485910	V	1S12E9486GD275254
485911	V	1S12E9488GD275255
485912	V	1S12E948XGD275256
485913	V	1S12E9481GD275257
485914	V	1S12E9483GD275258
485915	V	1S12E9485GD275259
485916	V	1S12E9481GD275260
485917	V	1S12E9483GD275261
485918	V	1S12E9485GD275262
485919	V	1S12E9487GD275263
485920	V	1S12E9489GD275264
485921	V	1S12E9480GD275265
485922	V	1S12E9482GD275266
485923	V	1S12E9484GD275267
485924	V	1S12E9486GD275268
485925	V	1S12E9488GD275269
485926	V	1S12E9484GD275270
485927	V	275271
485928	V	275272
485929	V	275273
485930	V	275274
485931	V	275275
485932	V	275276
485933	V	275277
485934	V	275278
485935	V	275279
485936	V	275280
485937	V	275281
485938	V	275282

PRINTED IN U.S.A.

86/06/25

STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 512

UNITNO	TYPE	SERIAL
485939	V	275283
485940	V	275284
485941	V	275285
485942	V	275286
485943	V	1S12E948XGD275287
485944	V	275288
485945	V	275289
485946	V	275290
485947	V	275291
485948	V	275292
485949	V	275293
485950	V	1S12E9487GD275294
580213	F	1AZBRA1XF1016621
580263	F	1AZBRA13F1016671
580283	F	1AZBR2A19F1016691
580284	F	1AZBR2A10F1016692
580289	F	1AZBR2A1XF1016697
580296	F	1AZBR2A13F1016704
580297	F	1AZBR2A15F1016705
580302	F	1AZBR2A19F1016710
580307	F	1AZBR2A18F1016715
580310	F	INNF04825GW103717
580311	F	1NNF0482XGW103717
580312	F	1NNF04821GW103718
580313	F	INNF04823GW103719
580314	F	1NNF0482XGW103720
580315	F	1NNF04821GW103721
580316	F	INNF04820GW103723
580317	F	1NNF04825GW103723
580318	F	1NNF04827GW103724
580319	F	1NNF04829GW103725
580320	F	1NNF04820GW103726
580321	F	1NNF04822GW103727
580322	F	1NNF04824GW103728
580323	F	1NNF04826GW103729
580324	F	1NNF04822GW103730
580325	F	1NNF04824GW103731
580326	F	INNF04823GW103733
580327	F	1NNF04828GW103733
580328	F	1NNF0182XGW103734
580329	F	103735
580330	F	1NNF04823GW103736
580331	F	1NNF04825GW103737
580332	F	1NNF0427GW103738
580333	F	1NNF04829GW103739
580334	F	1NNF04825GW103740
580335	F	1NNF04827GW103741
580336	F	1NNF04829GW103742
580337	F	1NNF04820GW103743
580338	F	1NNF04822GW103744
580339	F	1NNF04824GW103745
580340	F	1NNF04826GW103746
580341	F	1NNF04828GW103747
580342	F	1NNF0482XGW103748

PRINTED IN U.S.A.

86/06/25 STRICK LEASE SYSTEM

SANWA

BOOK 409 PAGE 513

UNITNO	TYPE	SERIAL
580343	F	1NNF04821GW103749
580346	F	1NNF04821GW103752
580347	F	1NNF04823GW103753
580349	F	1NNF04827GW103755
580350	F	INNF04829GW103756
580351	F	1NNF04820GW103757
580352	F	1NNF048226GW103758
580353	F	1NNF04824GW103759
580354	F	1NNF04820GW103760
580355	F	1NNF04822GW103761
580356	F	1NNF04824GW103762
580357	F	1NNF04826GW103763
580358	F	1NNF04828GW103764
580359	F	1NNF0482XGW103765
580360	F	1NNF04821GW103766
580361	F	1NNF04823GW103767
580362	F	1NNF04825GW103768
580363	F	1NNF04827GW103769
580364	F	1NNF04823GW103770
580365	F	1NNF04825GW103771
580366	F	1NNF04827GW103772
580367	F	1NNF04829GW103773
580368	F	1NNF04820GW103774
580369	F	1NNF04822GW103775
580370	F	1NNF04824GW103776
580371	F	1NNF04826GW103777
580372	F	1NNF04828GW103778
580373	F	1NNF0482XGW103779
580374	F	1NNF04826GW103780
580375	F	1NNF04828GW103781
580376	F	1NNF0482XGE103782
580377	F	103783
580378	F	1NNF04823GW103784
580379	F	1NNF04825GW103785
580380	F	1NNF04827GW103786
580381	F	INNF04829GW103787
580382	F	103788
580383	F	INNF04822GW103789
580384	F	1NNF04829GW103790
580385	F	1NNF04820GW103791
580386	F	INNF0482XGW103793
580387	F	INNF04821GW103794
580388	F	1NNF04826GW103794
580389	F	INNF04825GW103796
580390	F	1NNF0482XGW103796
580391	F	1NNF04821GW103797
580393	F	INNF04823GW103800
580394	F	1NNF04828GW103800
580395	F	INNF04827GW103802
580396	F	1NNF04821GW103802
580397	F	INNF04820GW103804
580398	F	1NNF04825GW103804
580399	F	1NNF04827GW103805
580400	F	1NNF04829GW103806

PRINTED IN U.S.A.

86/06/25

STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 514

UNITNO	TYPE	SERIAL
580401	F	1NNF04820GW103807
580402	F	1NNF04822GW103808
580405	F	1NNF04822GW103811
580406	F	1NNF04824GW103812
580407	F	1NNF04826GW103813
580408	F	1NNF04828GW103814
580409	F	1NNF0482XGW103815
580410	F	INNF04829GW103817
580411	F	1NNF04823GW103817
685050	V	1S12F8484GD277317
685052	V	1S12F8488GD277319
685053	V	1S12F8484GD277320
685054	V	1S12F8486GD277321
685055	V	1S12F8488GD277322
685056	V	1S12F848XGD277323
685057	V	1S12F8481GD277324
685058	V	1S12F8483GD277325
685059	V	1S12F8485GD277326
685060	V	1S12F8487GD277327
685061	V	1S12F8489GD277328
685062	V	1S12F8480GD277329
685063	V	1S12F8487GD277330
685064	V	1S12F8489GD277331
685115	V	1S12F8480GD277332
685116	V	1S12F8482GD277333
685117	V	1S12F8484GD277334
685118	V	1S12F8486GD277335
685119	V	1S12F8488GD277336
685120	V	1S12F848XGD277337
685121	V	1S12F8481GD277338
685122	V	1S12F8483GD277339
685123	V	1S12F848XGD277340
685124	V	1S12F8481GD277341
685127	V	1S12E8485GD278897
685128	V	1S12E8487GD278898
685129	V	1S12E8489GD278899
685130	V	1S12E8481GD278900
685132	V	1S12E8485GD278902
685133	V	1S12E8487GD278903
685135	V	1S12E8480GD278905
685136	V	1S12E8482GD278906
685139	V	1S12E848XGD279835
685140	V	1S12E8481GD279836
685141	V	1S12E8483GD279837
685143	V	1S12E8487GD279839
685144	V	1S12E8483GD279840
685145	V	1S12E8485GD279841
685146	V	1S12E8487GD279842
685147	V	1S12E8489GD279843
685150	V	1S12E8484GD279846
701606	C	1S12GC402GB653387
701607	C	1S12GC404GB653388
701608	C	1S12GC406GB653389
701609	C	1S12GC402GB653390

PRINTED IN U.S.A.

86/06/25

STRICK LEASE SYSTEM

SANWA

BOOK 499 PAGE 515

UNITNO	TYPE	SERIAL
701610	C	1S12GC404GB653391
701611	C	1S12GC406GB653392
701612	C	1S12GC408GB653393
701613	C	1S12GC40XGB653394
701614	C	1S12GC401GB653395
701615	C	1S12GC403GB653396
701616	C	1S12GC405GB653397
701617	C	1S12GC407GB653398
800336	D	1S11CD081EC649752
800352	D	1S11CD085EC649768
800368	D	1S11CD083EC649784
800385	D	1S11CD08XEC649801
800390	D	1S11CD089EC649806
800414	D	654435
800428	D	655376
800429	D	655377
800430	D	1S11CD088GB655900
800431	D	1S11CD08XGB655901
800432	D	1S11CD081GB655902
800433	D	1S11CD083GB655903
800434	D	1S11CD085GB655904
800435	D	1S11CD087GB655905
800436	D	1S11CD089GB55906
800437	D	1S11CD080GB655907
800438	D	1S11CD082GB655908
800439	D	1S11CD084GB655909
800440	D	1S11CD080GB655910
800441	D	1S11CD082GB655911
800442	D	1S11CD084GB655912
800530	D	1S11CD083GB651317
800531	D	1S11CD085GB651318
800532	D	1S11CD087GB651319
800533	D	1S11CD083GB651320
800534	D	1S11CD085GB651321
800535	D	1S11CD087GB651322
800536	D	1S11CD089GB651323
800537	D	1S11CD080GB651324
800538	D	1S11CD082GB651325

PRINTED IN U.S.A.

484359 1s12e9484FD271850 Van

484389 1s12E9485FE271155 Van

484590 1s12E9484GD275849 Van

440164 1s12E9530FE271244 Van

BOOK 499 PAGE 516

Mailed to Secured Party

BOOK 499 PAGE 517

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

73201819

262612

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mark S. and Ruth C. Annunzi

Address Naval Station #2, 2 Catalpa Road, Annapolis, MD 21402

2. SECURED PARTY

Name Chesapeake Mobile Homes, Inc.

Address PO Box 288, Millersville, MD 21108

RECORD FEE 12.00
POSTAGE .50
#14411 CTT R01 T14:54

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

JUL 3 86

4. This financing statement covers the following types (or items) of property: (list)

1984 Mansion Imperial 14 x 70 Serial #84330
"And including all furniture, fixtures, appliances and appurtances therein and thereto; including but not limited to those items specified on the manufacturer's invoice and/or purchase agreement and/or retail installment contract."

Name and address of Assignee
Green Tree Acceptance, Inc.
PO Box R
Uniontown, PA 15401

CHECK ☒ THE LINES WHICH APPLY

Mailed to Secured Party

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

NOT SUBJECT TO RECORDATION TAX

Mark S. Annunzi
(Signature of Debtor)

Mark S. Annunzi
Type or Print Above Name on Above Line

Ruth C. Annunzi
(Signature of Debtor)

Ruth C. Annunzi
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Green Tree Acceptance, Inc.
Type or Print Above Signature on Above Line

CR CLERK

1986 JUL -3 PM 4:09

E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 518

262613

FINANCING STATEMENT FORM UC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here ☐

This financing statement Dated 6/10/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RUPPERT, Paul K.

Address 755 F Fairview Ave. Annapolis, MD 21403

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION

Address 303 Second St.

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#14412 C777 R01 T14:55
JUL 3 86

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

1986 Lang Canyon Runner 38' Fiberglass Hull #LAN43E02J586
1986 Perkins Diesel Twin 350HP Engine

Home Anchorage/Winter: Annapolis, MD

Assignee:
Horizon Financial, F.A.
808 Masons Mill Business Park
1800 Byberry Rd.
Huntingdon Valley, PA 19006

CHECK ☑ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Paul K. Ruppert
(Signature of Debtor)

Paul K. Ruppert
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUL -3 PM 4:10
E. AUBREY COLLISON
CLERK
CLERK

11.50

Anne Arundel
6/30/86

Mailed to Secured Party

262614

BOOK 499 PAGE 519

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

German, Donald R.
German, Karen M.
Holiday Mobile Estates
Lot C41
Jessup, MD 20794

2. Secured Party(ies) and address(es)

Virginia Mobile Homes, Inc.
9720 Lee Hwy.
Fairfax, VA 22031

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
#14415 C777 R01 T14:57
JUL 3 86

4. This financing statement covers the following types (or items) of property:

1986 Zimmer-Nashua 14x80 s/n NZOHCNX680143FK-016299
Together with all appliances, equipment, acessories, parts and accessions thereon and thereto all substitutions, replacements or additons therefore, and all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor and secured party.

Options: G.E. Dishwasher-GT764539B41

5. Assignee(s) of Secured Party and Address(es)

All Valley Acceptance Co.
P.O. Box 668
Uniontown, PA 15401

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Donald R. German & Karen M. German

By: Donald R. German Karen M. German
Signature(s) of Debtor(s) Title

All Valley Acceptance Co.

By: Thomas J. Pegar Manager
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

CR CLERK

RECORDED AND RECORD
FAYETTE COUNTY
1986 JUL -3 PM 4:10
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

BOOK 499 PAGE 520

262615

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Freihage: Mark J. & Gloria C.
10116 Colebrook Avneue
Potomac, MD 20854

2. Secured Party(ies) and address(es)
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

6/23/86

4. This statement refers to original Financing Statement bearing File No. 254711 BK480 PG 34
Filed with Anne Arundel Co. Date Filed 11/29 19 84

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

FEE 10.00
PAYMENT .50
#14418 CTM R01 15:02
JUL 3 86

No. of additional Sheets presented:

SOCIETY FOR SAVINGS

By: Kathleen Whim
Signature(s) of Secured Party(ies)

By:
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUL -3 PM 4:10
E. AUBREY COLLISON
CLERK

Anne Arundel 220 18 6165 6/19 A

BOOK 499 PAGE 521 262616

Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Hubbard George	9315 Fort Smallwood Rd.	
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
	Pasadena, MD 21122	
Seller's Name	Seller's Address	Zip Code
Annapolis 4A Rental	1919 Lincoln Drive, Annapolis, MD 21401	

BUYER'S SOC. SEC. NO. (First Signer) 220 18 6165

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	950	Utility Diesel	023296
1	N	JD	503	Rotary Cutter	008188
1	N	JD	160	Disc	001793
1	N	JD	75	Loader w/Bucket & hydraulics	016308
1	U			Plow	

RECORD FEE 11.00
POSTAGE .50
#16422 CTT R01 T15:04
JUL 3 86

11 SD

FINANCING STATEMENT
FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

☐ **(If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)**

☐ **(If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)**

☒ **Proceeds of collateral are also covered.**

☐ **Products of collateral are also covered.**

Transaction (is) (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred $

1986 JUL -3 PM 4:10
E. AUBREY COLLISON
CLERK OF THE CIRCUIT COURT
ANNE ARUNDEL COUNTY
RECORDED IN RECORD
BOOK 499 PAGE 521
CR CLERK

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
PO Box 4949
Syracuse, NY 13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
P.O. Box ~~505~~ 4949
Syracuse, N.Y. ~~13201~~ 13221

Anne Arundel, MD

Debtor resides in Anne Arundel, MD (County) (State) Note dated and signed 6/19/86 (Date) Debtor's Telephone No. 255-5609

George Hubbard
(Debtor's Signature)

Annapolis 4A Rentals
(Seller's Name)

George Hubbard
(Debtor's Signature)

David B. Graham, Sales Mgr.
Seller's (Secured Party) Signature

(Do not write below this line)

Anne ARundel No # 6/21 A

BOOK 499 PAGE 522

262617

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here $ N/A

If this statement is to be recorded in land records check here ☐

This financing statement Dated_____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Northward Corporation /Reese Diggs, Pres.

Address 8004 Jumpers Hole Road, Pasadena, MD 21122

2. SECURED PARTY

Name John Deere Company

Address 4949 Court St. & Deere Road

Syracuse, Ny 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

OMC 332 Skid Steer Loader w/bucket
S/N 526406

RECORD FEE 12.00
POSTAGE .50
BRANCH CTR 001 11:05
JUL 3 86

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

CR CLERK

(Signature of Debtor)

Northward Corporation

Type or Print Above Name or Above Line

(Signature of Debtor)

Reese Diggs - Northward Corp

Type or Print Above Signature on Above Line

Reese Diggs, Pres

(Signature of Secured Party)

Ronald T. Williams, Administrator

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUL -3 PM 4:11
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

FINANCING STATEMENT (FORM UCC-1)

BOOK 499 PAGE 523

262618

Identifying File No._____

Not Subject to Recording Tax
(Lease Agreement with Nominal Purchase Option)

1. **LESSEE:**

CASTLE HOME CENTER, INC.
193 Md Route 3, South
Millersville, MD 21108

2. **LESSOR:**
BUTLER AND COMPANY, INC.
8726 TOWN & COUNTRY BOULEVARD, SUITE 205
P. O. BOX 505
ELLICOTT CITY, MD 21043-0505

RECORD FEE 11.00
POSTAGE .50
A14426 C777 R01 T15:07
JUL 3 86

3. **ASSIGNEE (if any) OF LESSOR:**

CR CLERK

4. **THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)**
( ) If checked, see Schedule of Equipment attached hereto and made a part hereof.

STORAGE CONCEPTS MODEL #131
Covered Outdoor Storage System
1 - System consisting of two rows of model #125 skid rack, each row being comprised of five 9'0" wide (clear opening) sections for an overall row length of 46'6". Each section will be 18'0: high x 42" deep with four adjustable shelf levels and one fixed beam level at the top to support roof trussing. Shelf capacity is 7500# (evenly distributed). Also included are two rows of model #130 moulding and trim rack, each row being comprised of five 9'0" wide (clear opening) sections for an overall row length of 46'6". Each section will be 18'0" highx 42" deep with three adjustable storage pockets and one fixed beam level at the top to support roof trussing. Roof trussing and decking will be provided by the customer.

Equipment to be located: 842 Md Route 3 North Gambrills, Md. 21054

5. **PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.**

LESSEE:

CASTLE HOME CENTER, INC.
Name of Lessee

BY: Thomas P. Weinhold
Signature of Lessee

Thomas P. Weinhold VICE-PRES Corp Officer
Type or Print Name, include title

LESSOR:

Mailed to Secured Party

BUTLER AND COMPANY, INC.
Name of Lessor

BY: Deborah Stran-Scherr
Signature of Lessor

DEBORAH STRAN-SCHERR, CREDIT MANAGER
Type or Print Name, include title

1150

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
P. O. Box 505
Ellicott City, MD 21043-0505

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUL -3 PM 4:11
E. AUBREY COLLISON
CLERK

2128

BOOK 499 PAGE 521

STATE OF MARYLAND

262619

FINANCING STATEMENT Form UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ -0-

If this statement is to be recorded in land records check here. ☒

This financing statement Dated 3/13/86 is presented to a filing officer for filing purusant to the Uniform Commerical Code.

RECORD FEE 11.00
M14435 C777 R01 T15:15
JUL 3 86

1. DEBTOR

Name David Lee Buckler

Address 407 Cresswell Road, Baltimore, Maryland 21225
(BROOKLYN)

2. SECURED PARTY

Name Manufacturers Hanover Financial Services of Maryland, Inc.

Address 6001 Montrose Road, Suite 702

Rockville, Maryland 20852

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/21/92

4. This financing statement covers the following types (or items) of property: (list)

12 Replacement Windows

NOT SUBJECT TO RECORDATION TAX.

CR CLERK

1986 JUL -3 PM 4:11
E. AUBREY COLLISON
CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) 407 Cresswell Road, Baltimore, Maryland 21225

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Mailed to Secured Party

David L Buckler
(Signature of Debtor)

David Lee Buckler
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

USEC Martha S Wade per
(Signature of Secured Party)

MARTHA S. WADE
Type or Print Above Signature on Above Line

C-001

BOOK 499 PAGE 525 STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262620

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Booz Allen & Hamilton Inc.

Address 4330 East-West Highway, Bethesda, Maryland 20814-4455

2. SECURED PARTY

Name Equitable Life Leasing Corporation

Address 1350 Piccard Drive, Suite 105
Rockville, MD 20850

Person And Address To Whom Statement Is To Be Returned If Different From Above.

1986 JUL -3 PM 4:12
E. AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
#14440 C777 R01 T15:20

JUL 3 86

CR CLERK

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

Property leased or to be leased under that certain Master Equipment Lease Agreement No. 113009, dated February 7, 1986 between Debtor as Lessee, and Secured Party as Lessor, and all Rental Schedules thereunder, including but not limited to Office Automation Equipment. This transaction is not intended by the parties to be a secured transaction; filing is intended to make the lease a matter of public record. Equipment Location: 891 Elkridge Landing Road, Suite 150, Linthicum, MD 21090.

NOT SUBJECT TO RECORDATION TAX

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Booz Allen & Hamilton Inc.

Type or Print Above Signature on Above Line

Mary L. Magha-Agent
(Signature of Secured Party)

Equitable Life Leasing Corporation

Type or Print Above Signature on Above Line

Mailed to Secured Party

C-093 BOOK 499 PAGE 020

STATE OF MARYLAND

262621

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The BDM Corporation

Address 7915 Jones Branch Drive, McLean, VA 22102

RECORD FEE 11.00
POSTAGE .50
M14441 C777 R01 T15:21
JUL 3 86

2. SECURED PARTY

Name Equitable Life Leasing Corporation

Address 1350 Piccard Drive, Suite 105, Rockville, MD 20850

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Property leased or to be leased under that certain Master Equipment Lease Agreement No. 113001, dated May 10, 1984 between Debtor as Lessee, and Secured Party as Lessor, and all Rental Schedules thereunder, including but not limited to Office Automation Equipment. This transaction is not intended by the parties to be a secured transaction; filing is intended to make the lease a matter of public record.

Name and address of Assignee

Equipment Location: 891 Elkridge Landing Road, Suite 145, Linthicum, MD 21010

NOT SUBJECT TO RECORDATION TAX

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

1986 JUL -3 PM 4:12

CR CLERK

RECORDED IN THE RECORD BOOK OF BALTIMORE COUNTY

PATSY COLLISON CLERK

(Signature of Debtor)

Samuel R. Strickland - Vice President/Controller

Type or Print Above Name on Above Line

S R Strickland

(Signature of Debtor)

The BDM Corporation

Type or Print Above Signature on Above Line

Mary L. Magaha - Agent

(Signature of Secured Party)

Mary L. Magaha - Agent
Equitable Life Leasing Corporation

Type or Print Above Signature on Above Line

Mailed to Secured Party

BOOK 499 PAGE 527

262622

☐ TO BE ☐ NOT TO BE } RECORDED IN LAND RECORDS

☐ SUBJECT TO ☒ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF $ _____

FINANCING STATEMENT

1. Debtor(s):

Thomas A. Hines
Name or Names—Print or Type

224 N. Crain Hwy. Baltimore, Md. 21061
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Carey Sales & Service, Inc.
Name or Names—Print or Type

3141-47 Frederick Avenue Balto., Md. 21229
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(Rental)

RECORDING FEE 11.00
MICROFILM .50
1985 JUL 3 AM 11:21

Kold Draft Ice Machine Model #GB401WK Serial #377692G3DU
" " Bin Model #GBN-310 Serial #388161G3EM

4. If above described personal property is to be affixed to real property, describe real property.

n/a

5. If collateral is crops, describe real estate.

n/a

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

1985 JUL -3 PM 4:12
CLERK

DEBTOR(S):

X Thomas A. Hines
(Signature of Debtor)

Thomas A. Hines
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Carey Sales & Service, Inc.
(Company, if applicable)

Merry Jan Pundzak
(Signature of Secured Party)

Merry Jan Pundzak (Sec/Tre)
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Carey Sales & Service, Inc. 3141-47 Frederick Ave., Balto., Md. 21229

Lucas Bros. Form F-1

11 50

Mailed to Secured Party

Fax to Sec'y Shop
Anne Arundel Co.

BOOK 499 PAGE 523 ANN ARUNDEL COUNTY

FINANCING STATEMENT – MARYLAND

262623

No: _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

DEBTOR: Annapolis Bendix Sales & Service, Incorporated d/b/a F & B Appliance

Type Address of Debtor: 1991 West Street
Annapolis, MD 21401

Filing officer may deliver or mail this Financing Statement after Recording to:

Secured Party: WESTINGHOUSE CREDIT CORPORATION
2000 Oxford Dr., Suite 200A
Bethel Park, PA 15102

RECORD FEE 12.00
POSTAGE .50
TRANS 6777 R01 T15:22
JUL 3 86

Description of collateral covered by original financing statement.
This financing statement covers the following types (or items) of property:

All of the Debtor's inventory, equipment, accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

Check ☒ if covered: ☒ Proceeds of Collateral are also covered

CR CLERK
RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUL -3 PM 4:12
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

12.50

The underlying secured transaction or transactions being publicized by this Financing Statement are not wholly or partially subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland, 1962 suppl., as amended.

DEBTOR

Annapolis Bendix Sales & Service
Incorporated d/b/a F & B Appliance
(TYPE TRADE NAME OF DEBTOR)

(L.S.) Lonie M. Bolly

Lonie M. Bolly - President
(TYPE NAME AND TITLE)

SECURED PARTY

WESTINGHOUSE CREDIT CORPORATION

By: Thomas E. McCabe

Thomas E. McCabe
Assistant Regional Credit Manager
(TYPE NAME AND TITLE)

IFS 1A (Maryland)
WC 266 (1/84)

BOOK 499 PAGE 529

262624

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and Address(es)

Robert E. Sasser
1801 Underwood Road
Gambrills, Md. 21054

2 Secured Party(ies) and Address(es)

Washington Freightliner, Inc
4100 41st Street
Brentwood, Md. 20722

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#14445 CTT R01 T15:23
JUL 3 86

4 This financing statement covers the following types (or items) of property:

1986 Freightliner FLC 12064S Serial# 1FVXJDJ92GH282644

1986 R/S 15' Steel Dump Body Serial# 86030345

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

5 Assignee(s) of Secured Party and Address(es)

Associates Comm. Corp.
P.O. Box A
College Park, Md. 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered. ☒ Proceeds of collateral are also covered ☐ Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL C OUNTY

ROBERT E. SASSER

By: Robert E. Sasser
Signature(s) of Debtor(s)

WASHINGTON FREIGHTLINER, INC.

By:
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy — Alphabetical

11:50

CR CLERK

1986 JUL -3 PM 4:12
CLERK OF CIRCUIT COURT
ANNE ARUNDEL COUNTY
MARYLAND
ROSE M. PREY COLLISON
CLERK

Mailed to Secured Party

BOOK 499 PAGE 530

262625

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and Address(es)

Clem King, Jr.
241 Burns Crossing Road
Severn, Md. 21144

2 Secured Party(ies) and Address(es)

Washington Freightliner, Inc.
4100 41st Street
Brentwood, Md. 20740

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 1.10
RECORD FEE 9.90
POSTAGE .50
#14444 CTM R01 T15:23
JUL 3 86

4 This financing statement covers the following types (or items) of property:

1986 Freightliner FLC 12064S Serial# 1FVXJDJ99GH282642

1986 R/S 15' Steel Dump Body Serial # ~~[illegible]~~ 86030347

DOCUMENT NOT SUBJECT TO RECORDAITON TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

5 Assignee(s) of Secured Party and Address(es)

Associates Comm. Corp.
P.O. Box A
College Park, Md. 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered. ☒ Proceeds of collateral are also covered ☐ Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

CLEM KING JR.

By: _____
Signature(s) of Debtor(s)

WASHINGTON FREIGHTLINER, INC.

By: _____
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy — Alphabetical

1986 JUL -3 PM 4:12
CLERK OF CIRCUIT COURT
ANNE ARUNDEL COUNTY
MARYLAND
CLERK
CR

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

BOOK 499 PAGE 531

FINANCING STATEMENT

DATE: June 17, 1986

262626

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of $_____

NAME OF DEBTOR(s): Raul Exposito
Elvira Exposito
T/A Vito's Pizza

ADDRESS: 1002 Crain Highway
Glen Burnie, MD 21061

RECORD FEE 13.00
POSTAGE .50
0777 R01 T15:28
JUL 3 86

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

All restaurant equipment on the premises of Vito's Pizza trading at 1002 Crain Highway, Glen Burnie, MD 21061 as follows:

Blodgett Pizza Oven 1201R, sn# 038205944101, Blodgett Pizza Oven 1201R, sn# 097905832101, Hobart Dough Mixer H-600T, sn# 11-298-706, Eagle 3 Part Sink, sn# 314-18-3-18 L&R, Eagle Work Table, Berkel Meat Slicer 808, sn# 9151011130623, Capital Walk-in refrigerator 6x6x7'6", Progressive Pizza Table P1Z15, sn# 983-445, Eagle Work Table T3072E, Sweeda Cash Register E7206, sn# 2602449 Progressive Sandwich Unit CS-12, sn# 3081-909, Eagle Steamer F4246, Seco Hand Sink Stainless Steel w/gooseneck, Manitowoc Ice Machine CD0402A, sn# 8201089, Jackson Electric Water Heater LJ052205, sn# 739288-0181, Star Hot Plate 208/236 volts 2 burner, Northland Imperial Freezer 23.1 cubic feet (10/15/85) 12 wood tables, 22 bent-wood chairs, 9 bench chairs

1350

1986 JUL -3 PM 4:13
CLERK
MONTGOMERY COUNTY, MD

CR CLERK

DEBTOR(S):

Raul Exposito
Raul Exposito

Elvira Exposito
Elvira Exposito

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

By: _____
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

Mailed to Secured Party

BOOK 499 PAGE 532

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

262627

DATE: June 23, 1986

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of $_____

RECORDING FEE 12.00
POSTAGE .50
#1002 0377 R01 T15:29
JUL 3 86

NAME OF DEBTOR(s): Whitcher Properties Partnership
T/A Red's Crane Service

ADDRESS: 3610 South River Terrace
Edgewater, MD 21037

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

1-PH-T-200-20 Ton Hydraulic Truck Crane S/N 36903

Equipped as follows: Cummings 210 Diesel
80' Main Boom
20' A-Frame Jib
Single Hoist
6 X 4 Carrier
Block & Ball
Clean & Painted

1250

CR CLERK

1986 JUL -3 PM 4:13

Mailed to Secured Party

DEBTOR(S): Whitcher Properties Partnership
T/A Red's Crane Service

X Joseph A. Whitcher

By: Chester L. Whitcher, Partner

X _____

X _____

X _____

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

By: _____
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

Anne Arundel County

BOOK 499 PAGE 533

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. ..... recorded in Liber 480, Folio 579 on December 20, 1984 (Date).

1. DEBTOR(S):

Name(s) Brown, Croft and Frazier, P.A.

Address(es) 100 Cathedral St., Suite 1
Annapolis, Maryland 21401

2. SECURED PARTY:

Name Maryland National Bank

Address 1713 West Street
Annapolis, Maryland 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.

4. ☑ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00
POSTAGE .50
CT77 R01 T15:33
JUL 3 86
1986 JUL -9 PM 4: 3
CLERK

9. SIGNATURES.

Brown, Croft and Frazier, P. A.

Vernon R. Croft, M.D. President

Vernon R. Croft, M.D., Pres.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company, type name of Company and Name and Title of Authorized Signer.

SECURED PARTY

Maryland National Bank

By Maureen S. Konschnik

Maureen T. Konschnik, Asst. Vice President
(Type, Name and Title)

Subscribed and sworn to before me, in my presence, this 19th day of June 1986, a Notary Public in and for the County of Anne Arundel

Louise Hill
Notary Public

My commission expires July 1 1990

to be a true copy of the

Mailed to Secured Party

A.A. County

262628

BOOK 499 PAGE 534

FINANCING STATEMENT

X☐ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of $....................

1. Name of Debtor(s): BROWN, CROFT and FRAZIER, P.A.
Address: Suite 1, 100 Cathedral Street
Annapolis, MD 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
210 E. Lombard Street
Baltimore, MD XXXXXXX 21202

RECORD FEE 11.00
POSTAGE .50
C777 R01 T15:34
JUL 3 86

3. This Financing Statement covers the following types (or items) of property: ACCOUNTS: All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

1986 JUL -3 PM 4:13
E. AUBREY COLLISON
CLERK
CR CLERK

☒ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s):
Brown, Croft and Frazier, P.A.
BY: ....
Vernon R. Croft, M.D., President
(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: ....
C. Wayne Davis, Vice President
Type Name and Title)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1150

Mailed to Secured Party

045-580/2 Rev 5-79

STATE OF MARYLAND BOOK 499 PAGE 535

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 24, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

262629

Name Kibler, Willard F. & Kibler, Betty Lee

Address 100 Dorchester Rd., Glen Burnie, MD 21061

2. SECURED PARTY

Name Bank of Delaware

Address 3 The Plaza, Dover, DE 19901

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 36 mos.

RECORD FEE 12.00
#14487 C777 RCD 10:51
JUL 7 86

4. This financing statement covers the following types (or items) of property: (list)

1986 Sweetwater SW20/16E Serial # GDY5340CI586
1985 Mercury 35ELPT Serial # OA153208

12

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY
1986 JUL -7 AM 11:36
E. AUBREY COLLISON
CLERK

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

CLERK

Mailed to Secured Party

(Signature of Debtor)

Willard F. Kibler
Type or Print Above Name on Above Line

(Signature of Debtor)

Betty L. Kibler
Type or Print Above Signature on Above Line

BANK OF DELAWARE
X Robert C. Brittingham Consumer Credit Officer
(Signature of Secured Party)

Robert C. Brittingham Consumer Credit Officer
Type or Print Above Signature on Above Line

BOOK 499 PAGE 530

Anne Arundel County
W. Garrett Larrimore, Clerk
Circuit Court for Anne Arundel County
P.O. Box 71
Annapolis, MD 21404

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 230328

RECORDED IN LIBER 420 Page FOLIO 325 ON December 27, 1979 (DATE)

1. DEBTOR: Name The Leapley Company, Inc.

Address 1649 Kalorama Road, N.W., Washington, DC 20009

2. SECURED PARTY: Name Citizens Bank & Trust Company of Maryland
Successor by merger to Peoples Security Bank of Maryland

Address 6200 Baltimore Blvd., Riverdale, Maryland 20737

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK ☐ FORM OF STATEMENT

A. CONTINUATION..... ☐ The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE..... ☐ FULL RELEASE..... ☐	C. TERMINATION..... XX The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
D. ASSIGNMENT..... ☐ The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 4 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)		E. OTHER..... ☐ (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)

RECORD FEE 10.00
POSTAGE .50
CLERK OF CIRCUIT COURT 08:07 JUL 7 86

3. Assignee of Secured Party(ies) from which security information obtainable:

Name

Address

Dated June 10, 1986

(Signature of Secured Party)

Michael J. Dupree, Assistant Treasurer
Type or Print Above Name on Above Line

1986 JUL -7 AM 11:36
NORTHERN DIVISION

87-10

10.50

Mailed to Secured Party

BOOK 499 PAGE 537

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

262630

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6·3·86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Motor Inns, Inc

Address 1917 Franklin Rd., SW, PO Box 14100, Roanoke, VA 24022

2. SECURED PARTY

Name Hotel Services Division, A Division Of Holiday Inns, Inc.

Address P.O. Box 18337, Memphis, TN 38195

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Merchandise, furnishings, and equipment as covered by Conditional Sales Contract between the above parties dated 6·3·86 Contract No. ER-1124-134-073.

Not subject to recordation Tax

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#14513 C777 R01 T09:15
JUL 7 86

RECORD OWNER OF REALTY: X Prime Motor Inns

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

XX (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Holiday Inn Int'l Arpt. Baltimore, MD
890 Elkridge Landing Rd @ Airport Rd.

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mailed to Secured Party

1986 JUL -7 AM 11:37
E. AUBREY COLLISON
CLERK

X American Motor Inns, Incorporated
(Signature of Debtor) Argus Motor Inns, Inc

~~SAMUEL L. SNISCH, II~~
Type or Print Above Name on Above Line

X David A. Simon
(Signature of Debtor)

DAVID A. SIMON
Type or Print Above Signature on Above Line

Dwight Perkins
(Signature of Secured Party)

DWIGHT PERKINS
Type or Print Above Signature on Above Line

11.00
50

6-19

BOOK 499 PAGE 536

$12.00

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 521-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. I.D. 240431 recorded in Liber 443 Folio 593 on Nov. 12, 1981 (Date).

1. DEBTOR(S):

Name(s) Stephen W. Hedrick & Shelby L. Vowles

Address(es) Route 468, West River, MD 20881 (Anne Arundel Co)

2. SECURED PARTY:

Name First Penna. Bank N.A.

Address 3020 Market St., 2nd Fl., Phila., Pa 19104

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. XXXXCONTINUATION. The original Financing Statement referred to above is still effective.

FILING FEE 10.00
RECORDING FEE
JUL 7 1986

4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

Thomas M. Canning, Assist. Secy.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company, type name of Company and Name and Title of Authorized Signer.

SECURED PARTY

First Pennsylvania Bank N.A.

By

John K. Price, AVP

(Type, Name and Title)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY

1986 JUL -7 AM 11:37

E. AUBREY COLLISON
CLERK

6-19

12.00

BOOK 499 PAGE 539

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 521-7 F.S. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. I.D. 240806 recorded in Liber 444 Folio 575 on Dec. 14, 1981 (Date).

1. DEBTOR(S):

Name(s) Paul C. & Lynne P. Evans

Address(es) 327 Beach Dr., Annapolis,MD (A.A. Co.)

2. SECURED PARTY:

Name First Penna. Bank N.A.

Address 3020 Market St., 2nd Fl., Phila., Pa 19104

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. XXXCONTINUATION. The original Financing Statement referred to above is still effective.

4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00
POSTAGE .50
#14017 CTT 001 T09:21
JUL 7 86

9. SIGNATURES.

Thomas M. Canning, Assist. Secy.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company, type name of Company and Name and Title of Authorized Signer.

SECURED PARTY

First Penna. Bank N.A.

By

John K. Price, AVP
(Type, Name and Title)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUL -7 AM 11:38

E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 540

262631

FINANCING STATEMENT

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert A. Ballantine, Inc.

Address 1797 Dorsey Road, Hanover, Maryland 21076

2. SECURED PARTY

Name John Deere Industrial Equipment Company

Address 400 19th Street, Moline, Illinios 61265

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

Make or Manufacturer	Description	Identification Number	Motor Number	Model	Year
John Deere	Wheel Loader Backhoe	T0310BX724114	4219D-134286T	310B	

1986 JUL -7 AM 11:38
E. AUBREY COLLISON
CLERK

CHECK ☐ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are are to be grown on: (describe real estate)

RECORD FEE 11.00
014022 CTT 001 10:27
JUL 7 86

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Robert A. Ballantine, Inc.

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Industrial Equipment Co.

(Signature of Secured Party)

Type or Print Above Name on Above Line

CCC 1144-C PRINTED IN U.S.A. 9/73

Mailed to Secured Party

BOOK 499 PAGE 541

262632

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WECKESSER, Barry J.

Address 752 Bomont Rd. Lutherville, MD 21093

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St.

Annapolis, MD 21403

RECORDING FEE 11.00
SURCHARGE .50
TRANSFER 07-31
JUL 7 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

1983 Kong and Halvorsen 44' Fiberglass Hull #KHE440720883
1983 Ford Lehman Diesel Twin 120HP Engines #2199093 & 2205181

Home Anchorage/Winter: Pasadena, MD

Assignee:
CenTrust Savings Bank
101 East Flagler St.
P.O. Box 028506
Miami, FL 33102

CHECK ☑ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

11 50

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mailed to Secured Party

CR CLERK

1986 JUL -7 AM 11:38

E. AUBREY COLLISON CLERK

(Signature of Debtor)

Barry J. Weckesser
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Anne Arundel
6/26/86

STATE OF MARYLAND

Anne Arundel County BOOK 499 PAGE 542

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 07649

RECORDED IN LIBER 451 **FOLIO** 327 **ON** 7/8/82 **(DATE)**

1. **DEBTOR**

Name Mastercraft Interiors, Inc.

Address 1405 Forest Drive, Annapolis, MD

RECORD FEE 10.00
POSTAGE .50
#14526 C777 R01 T09:32
JUL 7 86

2. **SECURED PARTY**

Name General Electric Credit Corporation

Address P.O. Box 13337, Chesapeake, VA 23325

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. **Maturity date of obligation (if any)**

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination ☒
(Indicate whether amendment, termination, etc.)

Mailed to Secured Party

RECEIVED FOR RECORD
1986 JUL -7 AM 11:38
E. AUBREY COLLISON
CLERK
G.L. CLERK

105

General Electric Credit Corporation

Dated _____

K L Lee
(Signature of Secured Party)

K E Lee
Type or Print Above Name on Above Line

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

BOOK 499 PAGE 543

DATE: June 25, 1986

(X) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of $_____

262633

NAME OF DEBTOR(s):
Ralph H. Tayman

ADDRESS:
1051 Old Turkey Point Road
Mayo, Maryland 21037

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Color Video Camera DXC 3000

RECORD FEE 11.00
POSTAGE .50
A1427 C777 B01 T09:34
JUL 7 86

Mailed to Secured Party

1986 JUL -7 AM 11:38
E. AUDREY COLLISON
CLERK

CR CLERK

11.50

DEBTOR(S):

Ralph H. Tayman

Ralph H. Tayman

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: Ann Mumma
(Authorized Signature)

Ann Mumma/ Assistant Vice President
(Type Name and Title)
Parole Center

BOOK 499 PAGE 541 Anne Arundel Co1
00993

STATE OF MARYLAND

262634

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baulsir, Mike T/A Sir Speedy Printing of Annapolis

Address 1930 A Lincoln Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 12.00
POSTAGE .50
A1:327 C777 R01 T09:36
JUL 7 86

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mike Baulsir T/A Sir Speedy Printing of Annapolis

(Signature of Debtor)

Mike Baulsir

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Philip D. Cooper Vice President

Type or Print Above Signature on Above Line

12.50

Mailed to Secured Party

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

RECEIVED AND RECORDED
CIRCUIT COURT, A.A. COUNTY

1986 JUL -7 AM 11:38

E. AUBREY COLLISON
CLERK

CR CLERK

TRANSFER AND ASSUMPTION AGREEMENT

CREDIT ALLIANCE CORPORATION
500 Digiulian Blvd.
P. O. Box 1680
Glen Burnie, Maryland 21061

Date: ...., 19 ....

Account # 1-587B-C-02-00993-4

Gentlemen:

Karen Tagliaferri T/A Charles Street Graphics (hereinafter referred to as "Transferor") has heretofore acquired from John H. Burke & Company, Inc. (hereinafter referred to as "Dealer") the following described property (hereinafter referred to as the "Property"):

One (1) Hamada Star Model 800DX, Two Color Press, S/N HE-3181
with 80 head S/N HEC0577

subject to one or more security agreements, conditional sale contracts, instalment sales contracts, chattel leases or chattel mortgages (hereinafter collectively referred to as the "Contract") dated January 9 19 84, said Contract being in the stated sum of $ 32,417.28 and accompanied by Transferor's promissory serial note or notes of even date therewith (hereinafter referred to as "Note"). The said Contract has been assigned and the Note has been negotiated by Dealer to **CREDIT ALLIANCE CORPORATION** which is now the holder thereof in due course (and which is hereinafter referred to as "Holder").

The unpaid balance on the Contract is $ 16,428.92, which shall be payable ~~in~~ as follows:
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
Twenty-three (23) consecutive monthly installments commencing on the 18th day of February, 1986 and continuing on the same date each month thereafter until paid; the first installment being in the amount of $1571.00; followed by twenty-two (22) installments each in the amount of $675.36.

Transferor desires to effectuate the sale and transfer of Transferor's equity in the Contract and the Property to Mike Baulsir T/A Sir Speedy Printing of Annapolis residing at, or if a corporation, having its principal place of business as shown by its certificate of incorporation at 1930 A Lincoln Drive Annapolis, MD 21401 (hereinafter referred to as "Transferee"). Pursuant to the requirements of the Contract, Transferor and Transferee desire to procure the consent of Holder to said sale and transfer to Transferee of Transferor's right, title, interest and equity in and with respect to the Property.

Accordingly, and for good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does grant and convey unto Transferee, his or its heirs, executors, administrators and assigns, all of Transferor's right, title and interest in and to the Property, to have and to hold the same unto Transferee, his or its heirs, executors, administrators and assigns forever, subject, however, to the Contract and all of the terms, conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed by Holder.

To induce Holder to execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferor and Transferee hereby promise and bind themselves jointly and severally to pay the sum remaining unpaid as above stated with any interest to Holder, its successors and assigns. Transferee hereby unconditionally assumes, becomes a party to and agrees to perform and pay the Contract and Note, as though Transferee were to all intents and purposes the purchaser or lessee named in the Contract and the maker of the Note. Transferee agrees not to assert against Holder any defense, setoff, recoupment claim or counterclaim which he or it might have against Transferor arising from the aforesaid sale or otherwise. Transferor is in no way released from the Contract and Note, but shall remain and continue fully liable thereon until the full performance and payment thereof, notwithstanding any agreements, extensions, compromises or arrangements whatsoever which may be made by Holder with Transferee or any other party thereto. Transferor and Transferee both acknowledge and agree that Transferee has acquired the Property, subject to the interest of Holder in same, and that Transferor, pursuant to the Contract, granted a security interest in all equipment, inventory and goods, which shall continue in full force and effect in same until payment in full of all obligations of Transferee and Transferor to Holder, and to further secure payment of its obligations, Transferee grants to Holder a security interest in all equipment, inventory, goods and property of every kind now owned and/or hereafter acquired by Transferee. The Property is now located at 8845 Kelso Drive Baltimore, MD 21221 and will be kept at 1930 A Lincoln Drive Annapolis, MD 21401

Attest:

.... Karen Tagliaferri (signature)
Signature of Transferor

By Karen Tagliaferri T/A Charles Street Graphics (Title)

Attest:

.... (signature)
Signature of Transferee

By Mike Baulsir T/A Sir Speedy Printing of Annapolis (Title)

The undersigned, the Dealer mentioned in the above agreement, hereby approves the foregoing, and requests **CREDIT ALLIANCE CORPORATION** to consent thereto.

Attest:

....
(Dealer)

.... By: ....

CONSENT BY HOLDER

Upon the terms, conditions and provisions of the foregoing agreement and in reliance thereon, the Holder therein mentioned hereby consents to the sale by Transferor to Transferee of all of Transferor's right, title and interest in and to the Property.

CREDIT ALLIANCE CORPORATION

By: (signature)
Philip D. Cooper Vice President

Form CA-L-13

Clerk of the Circuit Court
Anne Arundel County

STATE OF MARYLAND

BOOK 499 PAGE 546

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262635

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name L. B. Smith, Inc.

Address P.O. Box 8658, Baltimore, Maryland 21240

2. SECURED PARTY

Name Hanomag Baumaschinen - Produktion + Vertrieb GmbH

Address Postfach 911325, 3000 Hannover 91, West Germany

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50
W14530 C777 R01 T09:40
JUL 7 86

One (1) D 500E Crawler, s/n 336420081

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mailed to Secured Party

1986 JUL -7 AM 11:38
RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
F.J. PITKIN
CLERK

E. AUBREY COLLISON
CLERK

L. B. Smith, Inc., Bruce Dean/Bus. Mgr.
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HANOMAG
Hanomag Baumaschinen F.J. Pitkin
(Signature of Secured Party)
Baumaschinen
Produktion + Vertrieb GmbH
Postfach 911325
3000 HANNOVER 91

Type or Print Above Signature on Above Line

(1)-50

Anne Arundel County
A/C#0-561W-C-02-02922-1

BOOK 499 PAGE 547

262636

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Palmer, David M.

Address 8034 Clark Station Road, Severn, MD 21144

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 4100 41st Street, Brentwood, MD 20722

Credit Alliance Corporation, P. O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P. O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 21.00
POSTAGE .50
#14540 C777 R01 T09:49
JUL 7 86

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

David M. Palmer

X David M. Palmer
(Signature of Debtor)

David M. Palmer
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

_____
(Signature of Secured Party)

William Fenwick, President
Type or Print Above Signature on Above Line

1986 JUL -7 AM 11:39
E. AUBREY COLLISON
CLERK
CIRCUIT COURT
ANNE ARUNDEL COUNTY
RECORDED

CR CLERK

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

2150

ASSIGNMENT

BOOK 499 PAGE 548

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 30, 1986, between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee, and David M. Palmer, 8034 Clark Station Road, Severn, MD 21144 (Name) (Address) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is $ 136,776.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of May, 19 86

Washington Freightliner, Inc. (Seal)
(Seller Lessor Mortgagee)

By: _____

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA L-5

BOOK 499 PAGE 549

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 30th day of May 1986 by and between

David M. Palmer having his principal place of business at
8034 Clark Station Road, Severn, MD 21144

"Mortgagor", and Washington Freightliner, Inc. "Mortgagee".

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligatons, time being of the essense hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, succcessors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and wihout invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

David H. Palmer Mortgagor (Seal)

By. David M Palmer (Title)

Secretary

• • • • •

STATE OF
COUNTY OF } SS

David H. Palmer being duly sworn, deposes and says

1. He is the **Owner** of (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to **Washington Freightliner, Inc.** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this ______

day of ______ 19 ____

David M Palmer

______
NOTARY PUBLIC

• • • • •

STATE OF ______, COUNTY OF ______ SS

I, ______, a Notary Public duly qualified in and for said County and State, do hereby certify that on this ______ day of ______, 19 ____, in (Place) ______ in said County before me personally appeared ______ to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

______ of ______

______

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at ______

______

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal) ______ NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 30, 19 86 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Used Utility Refrigerated Trailer Unit #1088105628	1979		7T92661001
One (1)	Used Utility Refrigerated Trailer Unit #3928645			7T68878003
One (1)	Used Trailmobile 42' Refrigerated Trailer with Super NWD30 Thermo King, 6" x 13' high S/N 0498100113	1978		T90038
One (1)	Used Fruehauf 42' Refrigerated Trailer with Super NWD30 Thermo King S/N 0622931808	1971		HPN368535
One (1)	Used Freightliner Tractor	1981	FLT9664T	1FUEYDYB7BH-195555
One (1)	Used Utility 42' x 6' high Refrigerated Trailer with NWD30 Thermo King Unit S/N 0598101293	1979		7U93102003
One (1)	Used Fruehauf 40' Refrigerated Trailer with NWD30 Thermo King Unit S/N 1052969628	1975		HPS510023
One (1)	Used Timpte 42' Refrigerated Trailer with Thermo King Super NWD30 S/N 2960821	1976		38932
One (1)	Used Utility 45' x 13' Refrigerated Trailer with Super NWD30 Thermo King Refrigerated Unit S/N 0378-102712	1978		7U7-0691-004

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Washington Freightliner, Inc.

By: [signature]

Purchaser, Mortgagor or Lessee:

David M. Palmer

By: David M. Palmer

Mailed to Secured Party

Anne Arundel County

1ST AMERICAN
FIRST AMERICAN BANK OF MARYLAND

BOOK 499 PAGE 552

STATEMENT OF

☐ **Continuation** ☒ **Termination** ☐ **Assignment** ☐ **Partial Release**

This Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: ☐ **Land** ☒ **Financing Statement**

Liber 482 **Folio** 419 **File No.** 255605

Filing Date of Financing Statement (If Any) 2-20-85

	NAME	ADDRESS No. Street	City	State
1.	**Debtor(s)** Autorama Sales, Inc. T/A Feltman High Performance Boats	2820 Solomons Island Road	Edgewater, Anne Arundel County,	Maryland 21037

2. **Secured Party (or assignee)**
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

CHECK ☐ THE LINES WHICH APPLY

3. ☐ **A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.**
☒ **B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.**
☐ **C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:**

1986 JUL -7 AM 11:39
E. AUBREY COLLISON
CLERK

RECORDED FEE 10.00
MAILING .50
RECEIVED CTTT 001 T09:59

JUL 7 86

☐ **D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:**

Mailed to Secured Party

Dated: September 19 **19** 85

Secured Party:
First American Bank of Maryland

By: Dennis F. Peters, Jr.

Type Name Dennis F. Peters, Jr.

Title Vice President

10.50

Mr. Clerk: After recordation, please mail this statement to:
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

Anne Arundel County

1ST AMERICAN
FIRST AMERICAN BANK OF MARYLAND

BOOK 499 PAGE 553

STATEMENT OF

☐ **Continuation** ☒ **Termination** ☐ **Assignment** ☐ **Partial Release**

This Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: ☐ **Land** ☒ **Financing Statement**

Liber 482 **Folio** 421 **File No.** 255607

Filing Date of Financing Statement (If Any) 2-20-85

NAME	ADDRESS No. Street	City	State
1. Debtor(s)			
Autorama Sales, Inc. T/A Feltman High Performance Boats			
	2820 Solomons Island Road	Edgewater	Maryland 21035

2. Secured Party (or assignee)
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

CHECK ☐ THE LINES WHICH APPLY

3. ☐ A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.
☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.
☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

RECORD FEE 10.00
POSTAGE .50
01 0531 CTT 001 T10:00
JUL 7 86

☐ D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

Dated: June 9, 19 86

Secured Party:
First American Bank of Maryland

By: Dennis F. Peters, Jr.

Type Name Dennis F. Peters, Jr.

Title Regional Vice President

1986 JUL -7 AM 11:39
E. AUDREY COLLISON
CLERK

Mailed to Secured Party

Mr. Clerk: After recordation, please mail this statement to:
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

Anne Aundel County

1ST AMERICAN
FIRST AMERICAN BANK OF MARYLAND

BOOK 499 PAGE 551

STATEMENT OF

☐ **Continuation** ☒ **Termination** ☐ **Assignment** ☐ **Partial Release**

This Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: ☐ **Land** ☒ **Financing Statement**

Liber 486 **Folio** 587 **File No.** 257380

Filing Date of Financing Statement (If Any) 7-19-85

NAME	ADDRESS
1. Debtor(s)	No. Street City State
Autorama Sales, Inc. T/A Feltman High Performance Boats	
2820 Old Solomons Island Road, Edgewater, Maryland 21035	

2. Secured Party (or assignee)
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

RECORD FEE 10.00
POSTAGE .50
B14532 C777 R01 T10:00
JUL 7 86

CHECK ☐ THE LINES WHICH APPLY

3. ☐ A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.

☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.

☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

☐ D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

Mailed to Secured Party

1986 JUL -7 AM 11:39
E. ROBERT COLLISON
CLERK

Secured Party:

First American Bank of Maryland

Dated: June 9, 19 85

By: Dennis F. Peters, Jr.

Type Name Dennis F. Peters, Jr.

Title Regional Vice President

1050

Mr. Clerk: After recordation, please mail this statement to:
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

Anne Aundel County

1ST AMERICAN
FIRST AMERICAN BANK OF MARYLAND

BOOK 499 PAGE 555

/

STATEMENT OF

☐ **Continuation** ☒ **Termination** ☐ **Assignment** ☐ **Partial Release**

This Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: ☐ **Land** ☒ **Financing Statement**

Liber 488 **Folio** 299 **File No.** 257367

Filing Date of Financing Statement (If Any) 8-14-85

NAME	ADDRESS			
1. Debtor(s)	No.	Street	City	State
Autorama Sales, Inc. T/A Feltman High Performance Boats				
2820 Old Solomons Island Road, Edgewater, Maryland 21035				

2. Secured Party (or assignee)
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

CHECK ☐ THE LINES WHICH APPLY

RECORD FEE 10.00
MAILING .50
TOTAL C777 R01 T10:00

3. ☐ A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.

☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.

☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

JUL 7 86

☐ D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

1986 JUL -7 AM 11:40
E. AUDREY COLLISON
CLERK

Secured Party:

First American Bank of Maryland

Dated: June 9, 19 85

By: Dennis F. Peters, Jr.

Type Name Dennis F. Peters, Jr.

Title Regional Vice President

1056

Mailed to Secured Party

Mr. Clerk: After recordation, please mail this statement to:
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

BOOK 499 PAGE 556

...STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):
Imtrac Industries Inc.
Baltimore Commons
Industrial Park
74-59 Candelwood Road
Harmans, Maryland 21077

2. Secured Party(ies) Name(s) and Address(es):
CHEMICAL BANK
LEGAL DIVISION
380 MADISON AVENUE
NEW YORK, NY 10017
[COST CENTER NO.] 1122

4. For Filing Officer Date, Time, No. Filing Office
RECORD FEE 12.00
POSTAGE .50
M4554 C777 B01 T10:03 AM 7 86

ID# 239017

5. This statement refers to original Financing Statement No. Book 440/Page 278 filed (date) 7/28/81 with Ann Arundel County

6. ☒ A. Continuation — The original Financing Statement bearing the above file number is still effective.

☐ B. Termination — The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.

☐ C. Release — From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:

☐ D. Assignment — The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:

☐ E. Amendment — The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)

☐ This statement is to be indexed in the Real Estate Records — Section — Block — Lot

CHEMICAL BANK

By _____ Signature(s) of Debtor(s) (only on amendment)

By _____ (Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82) STANDARD FORM - FORM UCC-3 — Approved by the Secretary of State of New York, Pennsylvania & Texas

12 50

Mailed to Secured Party

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUL -7 AM 11:40
E. AUBREY BOLLISON
CLERK

B.L. Clerk

SOVRAN BANK

BOOK 499 PAGE 557

Financing Statement 262639

COPY FOR FILING

Record in:

- [ ] Not Subject to Recordation Tax
- [x] Subject to Recordation Tax; Principal Amount is $ 800,000.00
- [ ] To Be Recorded in Land Records of _____

- [x] SDAT
- [ ] Montgomery County
- [x] Prince George's County
- [x] Other Anne Arundel

	NAME	Street	ADDRESS City	State
1.	Debtor(s)			
	E. L. Gardner, Inc.	P. O. Box 39, Gambrills, MD	21054	

RECORD FEE 11.00
MORTAGE .50
#14555 CTM RM T10:02

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check [x] one or more boxes as applicable:

- [ ] All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

JUL 7 86

- [ ] Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- [ ] Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- [x] Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- [ ] Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- [ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND

By: _____

Type Name Thomas V. Clagett

Title Vice President/Corporate

I do hereby certify that recordation tax in the amount of $2,640.00 has been paid to the Maryland State Department of Assessments & Taxation in connection with the filing of this Financing Statement.

SOVRAN BANK/MARYLAND

By: _____
Thomas V. Clagett, Vice President

Debtor(s) or Assignor(s)

E. L. GARDNER, INC.

By: _____
Fannie L. Gardner, President

Type or Print Name and Title of Each Signature

N 202 - 8421
R 386

11 50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUL -7 AM 11:40

E. AUBREY COLLISON
CLERK

CR CLERK

SCHEDULE "A"

Drive Over Hopper System consisting of:

Two (2) 15' x 15' 100 ton bins, Serial #6-822-04MQ
Two (2) belts feeders, Serial #'s 1254 and 1255
One (1) 36" wide x 140' long conveyor, 40 HP, Serial #1257
One (1) Screen tower
One (1) 8' x 20' triple deck screen unit
One (1) Tyler 8' x 20' Ty-Rocket two bearing triple deck screen, Serial #50-2968
One (1) Incline screen complete with 40 HP motor, 30" x 36' long, 10 HP head drive conveyor, Serial #1258
One (1) 30" x 150' long 30 HP head end drive radial stacking conveyor, Serial # 656
One (1) Eagle 10' x 40' water scalping classifying tank, Serial #12510
One (1) Mark V computer, Serial #12511
One (1) Eagle 44" x 32' long double fine material washer, Serial #12509
One (1) 30" x 85' field conveyor, Serial #1259
One (1) 30" wide x 150' long fixed conveyor, Serial #657

Anchor bolts for sand plant
One (1) 38" x 30' Mudmaster Log Washer with twin seal pak rear bearings
One (1) Switchboard/motor control center
One (1) 75tKVA Dry Transformer
One (1) Load Center Panel L
Thirty (30) NEMA 3R Safety Switches
One (1) Well pump starter panel
One (1) Pond pump control panel
Two (2) I line breakers
One (1) Lot additional control for console
One (1) Multi-motor panel
One (1) Pushbutton console
One (1) Flygt electric submersible pump, model BS-2250, 460 volt, 3 phase HV 10"NPST-flanged w/100' cable and control, Serial #011-8340010
Two (2) 25' sections 10" flanged rubber discharge hose, 4 ply, double bolt clamps
758 12" xDRL seamless pipe
One (1) 30 HP Goulds submersible pump, model 275H30634-7, Serial #10335477
One (1) 3 HP Franklin motor, model 2366166010, Serial #300067
One (1) Wash plant
One (1) Screen
One (1) Eagle 44" x 32' washer

Mailed to Secured Party

P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

BOOK 499 PAGE 550

STATE OF MARYLAND

262640

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ -0-

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James A. Day

Address 3A2 Spa Creek Landing Annapolis, MD 21403

2. SECURED PARTY

Name Deutsche Credit Corporation

Address #4 Greentree Centre #204 Marlton, NJ 08053

SAME

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
MICROFILM 1.00 R01 T10:06
JUL 7 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(2) 1986 Mercedes Benz Trucks Model #LPS1525 Tractors
WITH ALL STANDARD ATTACHMENTS AND ACCESSORIES

NOTE: NOT SUBJECT TO RECORDATION TAX

1986 JUL -7 AM 11:40
E. AUBREY COLLISON
CLERK
CR CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☒ (Products of collateral are also covered)

Mailed to Secured Party

X _____ (Signature of Debtor)

James A. Day
Type or Print Above Name on Above Line

_____ (Signature of Debtor)

Type or Print Above Signature on Above Line

_____ (Signature of Secured Party)

Robert J. Lipsky
Deutsche Credit Corporation
Type or Print Above Signature on Above Line

499- 560
- 561

Nos. NOT USED
S/B LAND

7-7-86

499- 560
- 561

Nos. NOT USED
S/B LAND

7-7-86

STATE OF MARYLAND

BOOK 930 PAGE 562

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262641

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5-27-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reno C. Aldridge

Address ~~1265 Baldwin Dr. Millersville, Md 21108~~ 1344 Defense Hwy Gambrills, Md 21054

2. SECURED PARTY

Name Baldwin Service Ctr.

Address 41 Defense Hwy Annapolis, md 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1- New International Tractor Model 274 S/N 10682
1- New International Cult. Model 144T S/N 3431

RECORD FEE 11.00
POSTAGE .50
#14562 C777 R01 T10:09
JUL 7 86

1986 JUL -7 AM 11:40
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

11.50

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

5. Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
DeWitt, N.Y. 13214

Reno C Aldridge
(Signature of Debtor)
Reno C. Aldridge
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Baldwin Service Center, Inc.
Type or Print Above Signature on Above Line

A14447

aa. 1

BOOK 499 PAGE 563

202686

Identifying File No._____

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ ~~N~~pA.

If this statement is to be recorded in land records check here ☐

This financing statement Dated 6/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SOUTH ATLANTIC TITLE INSURANCE AGENCY

Address 2098 General Highway, Annap, MD 21401

2. SECURED PARTY

Name American Equipment Leasing Co., Inc.

Address P.O. Box 1258, Reading, Pa. 19603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
MTA 7 C777 R01 T10:14
JUL 7 86

Ricoh 3060 Copier with Stand

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

South Atlantic Title Insurance Agency

(Signature of Debtor)

JOHN CROWE, Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Equipment Leasing Co., Inc.

Dawn C. McCoy

(Signature of Secured Party)

Dawn C. McCoy, Oper. Coord.

Type or Print Above Signature on Above Line

1986 JUL -7 AM 11:40
AUBREY BOLLISON
CLERK
MONTGOMERY COUNTY, MARYLAND

CIR CLERK

Mailed to Secured Party

UCC-1 MARYLAND

A14466

00.

BOOK 499 PAGE 564

262687

Identifying File No._____

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here ☐

This financing statement Dated 6/17/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name First National Bank of Maryland

Address 6704 Curtis Court, Baltimore, MD 21061

2. SECURED PARTY

Name American Equipment Leasing Co., Inc.

Address PO Box 1258

Reading, PA 19603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)_____

4. This financing statement covers the following types (or items) of property: (list)

RECORDING FEE 11.00
MICROFILM FEE 1.00 001 T10:15
JUL 7 86

Rapicom Facsimile

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

First National Bank of Maryland

(Signature of Debtor)

Howard A. Watson, Vice President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Equipment Leasing Co., Inc.

Dawn C. McCoy

(Signature of Secured Party)

Dawn C. McCoy, Oper. Coord.

Type or Print Above Signature on Above Line

CR CLERK

1986 JUL -7 AM 11:40

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

UCC-1 MARYLAND

6-19

BOOK 499 PAGE 585

11.00

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 521-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. I.D. 240920 recorded in Liber 445 Folio 204 on Dec. 22, 1981 (Date).

1. DEBTOR(S):

Name(s) Thomas H Goodridge

Address(es) Mears Marina, Back Creek, Annapolis, MD (Anne Arundel Co.)

2. SECURED PARTY:

Name First Penna. Bank N.A.

Address 3020 Market St., 2nd Fl., Phila., Pa 19104

Person and Address to whom Statement is to be returned if different from above.

10.00
.50
C342 R01 T10:54
JUL 7 86

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. XXX ☒ CONTINUATION. The original Financing Statement referred to above is still effective.

4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

Thomas M. Canning, Assist. Secy.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company, type name of Company and Name and Title of Authorized Signer.

SECURED PARTY

First Penna. Bank N.A.

By

John K. Price, AVP
(Type, Name and Title)

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUL -7 AM 11:40
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

UNIFORM COMMERCIAL CODE Anne Arundel County

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247646

RECORDED IN LIBER 462 FOLIO 433 ON 6/8/83 (DATE) BOOK 499 PAGE 586

1. DEBTOR

Name Hugh E. Windland

Address 6941 Prout Rd., Friendship, MD 20758

2. SECURED PARTY

Name International Harvester Credit Corporation

Address P. O. Box 3140, Cherry Hill, New Jersey 08034

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION XXXX
(Indicate whether amendment, termination, etc.)

RECORDING FEE 10.00
POSTAGE .50
0003371 CC35 R01 T11:03
JUL 7 86

1986 JUL -7 AM 11:41
MARYLAND
ANNE ARUNDEL COUNTY
RECORDED IN THE LAND RECORDS OF
E. AUBREY COLLISON
CLERK

Dated 6/ 2/86

Mary Ellen Danser
INTERNATIONAL HARVESTER CREDIT CORP.
(Signature of Secured Party)

Mary Ellen Danser
Type or Print Above Name on Above Line

Mailed to Secured Party

UCC-3 MARYLAND (SHAW-WALKER CO.)

10 50

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3 A.A. County

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248622

RECORDED IN LIBER 464 FOLIO 596 ON 10-24-83 (DATE) BOOK 499 PAGE 587

1. DEBTOR

Name Howard, James D. Sr.

Address 360 East Front St., Deale, A.A., Maryland 20751

2. SECURED PARTY

Name International Harvester Credit Corporation

Address P. O. Box 3140, Cherry Hill, New Jersey 08034

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK [X] FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION XXXX
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#14342 C345 R01 T11:04
JUL 7 86

Dated June 18, 1986

Mary Ellen Danser
INTERNATIONAL HARVESTER CREDIT CORP.
(Signature of Secured Party)

Mary Ellen Danser
Type or Print Above Name on Above Line

1986 JUL -7 AM 11:41
ROSETTA E. AUBREY COLLISON
CLERK

G.L. CLERK

UCC-3 MARYLAND (SHAW-WALKER CO.)

Mailed to Secured Party

10.00

MARYLAND NATIONAL BANK
We want you to grow.™

BOOK 499 PAGE 588

262643

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Statement Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of $_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): O. T. Neighoff & Sons, Inc.
Address(es): 117 Holsum Way, Glen Burnie, Md. 21061

RECORD FEE 11.00
MAILING .50
TRANSFER FEE
CIRCUIT COURT 11:59
JUL 7 86

6. Secured Party: Maryland National Bank
Attention: Vikki J.
Address: Church Circle, Annapolis, Md. 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

KDN ☒ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

KDN ☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

O. T. Neighoff & Sons, Inc.
_____ (Seal)
Kenneth D. Neighoff-Pres (Seal)
Kenneth D. Neighoff, President
_____ (Seal)
_____ (Seal)

Secured Party
Maryland National Bank
Joseph A. Reed (Seal)
Joseph A. Reed, Asst. Vice President
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207–95 REV 7/83

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUL -7 PM 12:42
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 589

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

262644

To Be Recorded In The Land Records And In The Chattel Records Of The Local Jurisdiction

Subject To Recording Tax On Principal Amount of $33,520.00, Which Was Paid On Recordation Of A Deed Of Trust To The Clerk of The Court

FINANCING STATEMENT

1. Debtor: Patrick J. Caulfield
c/o Coakley & Williams, Inc.
7500 Greenway Center Drive
Greenbelt, Maryland 20770

2. Secured Party: The National Bank of Washington
4340 Connecticut Avenue, N.W.
Washington, D.C. 20008

RECORD FEE 18.00
POSTAGE .50
CHARGES CLERK RCD. FILED
JUL 7 86

3. The Debtor grants to the Secured Party a security interest in, and this Financing Statement covers:

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

RECEIVED FOR RECORD
PRINCE GEORGE'S COUNTY
1986 JUL -7 PM 2:59
E. AUGREY COLLISON
CLERK

CR CLERK

8738E/5-13-86

18.50

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

d. All rents, profits, and benefits to the extent they may constitute contract rights, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.

4. In addition to the previously described kinds and types of property owned by the Debtor, the Debtor assigns, transfers, and sets over to the Secured Party all of the Debtor's right, title and interest in and to, and grants to the Secured Party a continuing security interest in, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.

5. Some of the above-described personal property is to be affixed to the real estate known as 2024 John Hanson Overlook, Annapolis, Maryland 21401, more particularly described in Exhibit "A", attached hereto, being located in Anne Arundel County, Maryland, and described in a Deed

of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland, from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement.

6. The proceeds and products of collateral are secured, as are future advances and after acquired property.

DEBTOR:

Patrick J. Caulfield

DATE: May 14, 1986

RECORD OWNER OF REAL ESTATE: Patrick J. Caulfield

TO FILING OFFICER: After this Statement has been recorded, please return to:

William E. Constable
Thompson, Hine and Flory
1920 N Street, N.W.
Suite 700
Washington, D.C. 20036

LEGAL DESCRIPTION

Lot Numbered Sixty-three (63) in the subdivision known as "REVISED PLAT OF NORTH RIVER FOREST, SECTION THREE, PLAT THREE" as per plat thereof of recorded in Plat Book No. 96 in Plat No. 18 among the Land Records of Anne Arundel County, Maryland.

Mailed to Secured Party

Exhibit "A"

8739E/5-13-86

499-573

No. NOT USED

S/B LAND

7-7-86

BOOK 499 PAGE 574

262646

To Be Recorded In The Land Records And In The Financing Statement Records of Anne Arundel County, Maryland And Among The Financing Statement Records Of The State Department of Assessments and Taxation

This Financing Statement Is Not Subject To Recording Tax On Principal Amount Of $ 2,200,000.00 As Purchase Money Financing; Subject To Recording Tax On Principal Amount Of $ ~~XXXXXXXXXX~~ 1,309,666.60 .

FINANCING STATEMENT

1. Debtor: PARKWAY CROSSING, INC.
c/o BTR Realty, Inc.
Suite 100
817 Maiden Choice Lane
Baltimore, Maryland 21228

RECORD FEE 27.00
POSTAGE .50
#14852 C777 R01 T14:48
JUL 8 86

2. Secured Party: UNION TRUST COMPANY
OF MARYLAND
Union Trust Tower
Seven St. Paul Street
Baltimore, Maryland 21202

Attention: George F. Oliver,
Assistant Vice President

3. The Debtor grants to the Secured Party a security interest in and to, and this Financing Statement covers, the following:

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings and fixtures, and other chattels and personal property and replacements thereof, owned by the Debtor and now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property described below, including, by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

27.50

CHECKED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUL -8 PM 2:54
E. AUDREY COLLISON
CLERK

BL CLERK
CR CLERK

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the real property described below, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the real property described below, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement of the real property described below, including, by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.

c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.

d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.

e. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks soil and the like (including oil and gas) which have not been extracted from the real property described below.

f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Purchase Money Deed of Trust referred to below or

any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.

h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real property described below.

i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. Some of the above-described personal property is to be affixed to the real property described in Exhibit "A" attached hereto, being located in Anne Arundel, Maryland and described in a Purchase Money Deed of Trust of even date herewith and recorded among the Land Records from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Purchase Money Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement. The record owner of such real property is the Debtor.

5. The proceeds (including insurance proceeds) and products of the collateral are secured, as are future advances and after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above described collateral.

DEBTOR:
PARKWAY CROSSING, INC.

By: F. Patrick Hughes (SEAL)
F. PATRICK HUGHES,
Vice President

SECURED PARTY:
UNION TRUST COMPANY
OF MARYLAND

By: George F. Oliver (SEAL)
GEORGE F. OLIVER,
Assistant Vice President

Date: July 2, 1986

TO FILING OFFICER: After this Financing Statement has been recorded, please return to:

James R. Deveney, II, Esquire
Whiteford, Taylor & Preston
Suite 1400
Seven St. Paul Street
Baltimore, Maryland 21202-1626
Our File No.: 67455/00143

EXHIBIT A

BOOK 499 PAGE 573

All that certain parcel of land bounded and described as follows:

BEGINNING at a point in the southerly right-of-way of Old Laurel-Fort Meade Road, Maryland Route 216, said point being a corner common to Gerald and Geraldine Kunes and that of Maryland Escrow, Inc. as recorded among the land records of Anne Arundel County, Maryland in Liber MSH 2154 at Folios 308, 309 and 310 respectively, thence departing said point and binding with the right-of-way of said Maryland Route 216 with meridian referred to Maryland State Grid North as now surveyed by Dewberry & Davis;

1) South 80° 33' 38" East 112.24 feet to an iron pipe found;

2) South 86° 53' 41" East 96.01 feet to an iron pipe found;

3) North 88° 15' 43" East 87.40 feet to an iron pipe found;

4) North 82° 11' 16" East 119.99 feet to an iron pipe found, passing over a pipe at 60 feet; thence

5) North 82° 31' 12" East 597.15 feet to a point in the centerline of Smyer Road; thence with the centerline of said road,

6) South 43° 54' 28" East 556.08 feet;

7) North 59° 50' 03" East 6.00 feet;

8) South 44° 31' 16" East 645.50 feet to an iron pipe found; thence

9) South 52° 25' 44" West 6.61 feet to a point in the northerly right-of-way of Maryland Route 198; thence with said right-of-way,

10) North 73° 34' 17" West 750.40 feet;

11) North 25° 50' 42" West 74.33 feet;

12) North 68° 53' 08" West 21.90 feet;

13) North 16° 25' 04" East 21.40 feet to a point; thence northeasterly with a curve to the right having a radius of 75.00 feet and an arc of 84.84 feet subtended by a chord,

14) North 48° 49' 34" East 80.39 feet to the point of tangency; thence westerly

15) South 80° 32' 52" West 31.22 feet;

16) South 87° 41' 50" West 47.50 feet;

17) South 16° 25' 04" West 57.94 feet;

18) North 68° 53' 08" West 9.21 feet;

19) South 55° 05' 18" West 76.84 feet; thence continuing with said northerly line of Maryland Route 198

20) North 73° 34' 17" West 338.00 feet;

21) South 16° 25' 43" West 20.18 feet to a point; thence continuing with a curve to the left having a radius of 3771.30 feet and an arc of 93.94 feet, subtended by a chord,

22) North 72° 50' 22" West 93.94 feet; thence continuing,

23) North 73° 32' 59" West 506.07 feet;

24) North 16° 25' 43" East 12.26 feet;

EXHIBIT A - Page 2

BOOK 499 PAGE 579

25) North 58° 13' 53" West 4.03 feet to the corner of the property of Oak Lane Tourist Court, Inc. as described in the land records of Anne Arundel County, Maryland, in Liber 1226 at Folio 394; thence with the easterly line of said parcel and a 10' alley,

26) North 16° 30' 47" East 103.78 feet to the northerly side of said 10' alley; thence with said northerly side of the alley,

27) North 86° 43' 52" West 92.98 feet;

28) North 75° 02' 54" West 49.73 feet to the property of said Gerald Kunes, Et. Al.; thence

29) North 16° 35' 22" East 159.46 feet to the point of beginning.

CONTAINING 15.3434 acres, more or less, as now described by Dewberry and Davis, Registered Professional Land Surveyors in March 1986.

Mail to Union Trust

Mailed to Secured Party

262647

BOOK 499 PAGE 580

~~Subject~~ (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt $ 108,974.21

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

BORROWER(S) Name(s) (Last Name first) and Address(es):	SECURED PARTY'S Name and Address
McArdle, Judelle A. McArdle, Sean David 7342 Hooking Road McLean, VA 22101	MARYLAND NATIONAL BANK 326 First Street Suite 2 Annapolis, MD 21403

This Financing Statement covers the following types of items of property:

(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used)

1983 Silverton AFT CBN 40'

Hull # STN40093M83H40AC

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above.

RECORDING FEE 12.00
RECEIVED FOR REC 08:38
JUL 8 86

BORROWER(S)

x Judelle A. McArdle
Judelle A. McArdle

x Sean D. McArdle
Sean David McArdle

SECURED PARTY

MARYLAND NATIONAL BANK

By .....
(Authorized Signature)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk. Return to MARYLAND NATIONAL BANK at 326 First Street Suite 2 Annapolis, MD 21403.)

1250

Mailed to Secured Party

CR CLERK

1986 JUL -8 AM 9:33
E. AUBREY COLLISON
CLERK

BOOK 499 PAGE 581

262648

FINANCING STATEMENT

Identifying File No._____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: Timothy E. Clark

Address: 1401 Defense Highway Gambrills, Maryland 21054

2. SECURED PARTY

Name: Vermeer Sales & Service, Inc

Address: P O Box 189 Annapolis Junction, Maryland 20701

3. ASSIGNEE

Name: _____

Address: _____
(Address to whom statement is to be returned)

RECORD FEE 11.00
POSTAGE .50
CHARGE CTT 001 T08:39
JUL 8 86

4. Maturity date of obligation (if any)_____

5. This financing statement covers the following types (or items) of property: (list)

Vermeer 630A Stump Cutter Serial #4323

Woodchuck Chipper Serial #TEC #1

CHECK ☐ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are to be grown on: (described real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Mailed to Secured Party

CR CLERK

1986 JUL -8 PM 9:33

E. AUBREY COLLISON
CLERK

Timothy E Clark
(Signature of Debtor)

John Vos
(Signature of Secured Party)

Timothy E. Clark
Type or Print Above Signature on Above Line

John L. Vos, President
Type or Print Above Name on Above Line

CCC 1144-D PRINTED IN U.S.A. 6/79

11 50

5061086LDM
A-12D

BOOK 499 PAGE 582

262649

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

June 10 1986

Not subject to Recordation Tax
Principal amount of debt secured is:
$180,000.00

FINANCING STATEMENT

RECORD FEE 19.00
POSTAGE .50
#14725 C777 R01 T10:07
JUL 8 86

1. DEBTOR: Address:

ROBERT B. SWEDBERG, SOLOMON COOPER and GARY D. COOPER, — 833 Londontown Road, Edgewater, Maryland 21037

2. SECURED PARTY: Address:

FIRST AMERICAN BANK OF MARYLAND — 8701 Georgia Avenue, Silver Spring, Maryland 20910, Attention: Real Estate Department

3. TRUSTEES: Address:

WILLIAM E. THOMPSON and MARY C. MARTIN — 8701 Georgia Avenue, Silver Spring, Maryland 20910, Attention: Real Estate Department

4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, orna-

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUL -8 AM 11:09
E. AUBREY COLLISON
CLERK

ments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owned by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

WITNESS: DEBTOR:

Robert B. Swedberg

Solomon Cooper

Gary L. Cooper

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Linowes and Blocher
8720 Georgia Avenue, Fifth Floor
P.O. Box 8728
Silver Spring, Maryland 20907
Attention: Richard M. Zeidman, Esquire

BEING KNOWN and ~~designed~~ designated as Lots 27, 28, 29, 30, 31, 32, 33, and 34, Block 20, as shown on a certain map entitled "CARROLLTON MANOR", dated April 1933 and made by J. Revell Carr, Engineer, and recorded among the Plat Records of Anne Arundel County in Plat Book 9, page 24; with an easement to the property shown on said map or plat as "Community Beach", with access to the Severn River for bathing, boating and uncommercial uses, with an easement of right of way over the streets, roads, places, drives, or avenues as shown on said plat or map, but reserving, however, in said streets, roads, places, drives, or avenues, the right to install telephone and electric poles and wires, gas and water mains, or to give licenses and permits for the same.

Mailed to Secured Party

Exhibit "A"

(Description of Real Property)

BOOK 499 PAGE 586

262650

To Be Recorded:
1. With the State Department of Assessments and Taxation
2. In the Land Records of Anne Arundel County
3. In the Financing Statement Records of Anne Arundel County

NOT SUBJECT TO RECORDING TAX

INDEMNITY FINANCING STATEMENT

THIS INDEMNITY FINANCING STATEMENT EVIDENCES AND PUBLICIZES THE LIEN AND PROVISIONS OF THE INDEMNITY DEED OF TRUST AND SECURITY AGREEMENT FROM THE DEBTOR TO THE TRUSTEES, DATED OF EVEN DATE HEREWITH AND INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY SECURING THE GUARANTY BY THE DEBTOR OF AN INDEBTEDNESS OF R.S SHOPPING CENTER ASSOCIATES LIMITED PARTNERSHIP TO EASTERN SAVINGS BANK, fsb.

Name and Address of Debtor:

Family Mortgage Corporation
c/o 30 East Padonia Road
Suite 303
Timonium, Maryland 21093

RECORD FEE 25.00
POSTAGE .50

Name and Address of Secured Parties:

#14851 C777 R01 T14:47 JUL 8 86

Eastern Savings Bank, fsb
30 East Padonia Road
Suite 303
Timonium, Maryland 21093

and

Richard M. Kovens, Trustee
and
Michael D. Surgen, Trustee
30 East Padonia Road
Suite 303
Timonium, Maryland 21093

1. This Indemnity Financing Statement covers the following items of property:

See Exhibit A Attached
Hereto As A Part Hereof

2. Proceeds and products of the collateral are covered.

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY

1986 JUL -8 PM 2:54

E. AUBREY COLLISON
CLERK

3. The above described goods, property, interests and rights are located at, are to become fixtures affixed to or are related to that parcel of land (and the improvements now or hereafter existing thereon) located in Anne Arundel County known as 13 Aquahart Road and located approximately 322 feet east of the intersection of Crain Highway (Maryland Business Route 3) and Aquahart Road in Anne Arundel County, which parcel is more particularly described in Exhibit B attached hereto as a part hereof.

FAMILY MORTGAGE CORPORATION

By: R. M. Kovens (SEAL)
Richard M. Kovens
Vice President

Date: July 3, 1986

Return To:

Yaakov S. Neuberger, Esquire
Abramoff, Neuberger, Linder & Redding
Sun Life Building, 9th Floor
20 South Charles Street
Baltimore, Maryland 21201

BOOK 499 PAGE 588

EXHIBIT A
TO
FINANCING STATEMENT

All footings, foundations, columns, piles, buildings, structures and other improvements of every kind and description now or hereafter located on the property described on Exhibit B attached to this Financing Statement (the "Land"), and all materials intended for construction, reconstruction, repair, alteration, addition, or improvement of or to such buildings, structures, and improvements, all of which materials shall be deemed to be a part of the improvements immediately upon delivery thereof to the Land; all fixtures and articles of Personal Property (hereinafter defined) of every kind and description now or hereafter located on the Land or attached to the improvements which by the nature of their attachment to the improvements become real property under applicable law, including all additions thereto, proceeds received upon voluntary or involuntary disposition thereof, and all renewals or replacements thereof or articles in substitution therefor, it being agreed that, to the fullest extent permitted by applicable law, the Personal Property shall be deemed to be fixtures and a part of the improvements (all of the foregoing being herein referred to collectively as the "Improvements").

All articles of tangible personal property of every kind and description presently located or hereafter placed on or used in connection with the management or operation of the premises other than those which, by the nature of their attachment to the Land or the Improvements, become real property by law, including all escalators and elevators; all heating, ventilating, and air conditioning equipment; all appliances, apparatus, machinery, motors, and other electrical equipment; all interior and exterior lighting equipment; all telephone, intercom, audio, music, and other sound reproduction and communication equipment; all floor coverings, carpeting, wall coverings, drapes, furniture, trash containers, carts, decorative plants, planters, sculptures, fountains, artwork, and other common area and office furnishings; all plumbing fixtures and equipment; all cleaning, janitorial, lawn, landscaping, disposal, firefighting, sprinkler, and maintenance equipment and supplies; all books, records and files relating to the ownership, management, or operation of the premises; all drawings, plans, and specifications relating to the Improvements; and all other personal property presently located or hereafter placed on the premises, whether similar or dissimilar to the foregoing which is used in the ownership,

management, or operation of the property, including all additions thereto, proceeds received upon voluntary or involuntary disposition hereof, and all renewals or replacements thereof or articles in substitution therefor (all of the foregoing, together with Space Leases (hereinafter defined), service contracts, Permits (hereinafter defined), and Miscellaneous Property (hereinafter defined), being herein referred to collectively as "Personal Property"). The Personal Property does not include personal property of Space Tenants which is removable at the termination of their respective Space Leases.

All agreements, easements, approvals, consents, licenses, authorizations and other similar rights necessary or appropriate to provide adequate ingress and egress between the Land and open public streets, to provide utility and other services to the Land and Improvements, and to permit operation of the Land and Improvements for their intended purposes (all of the foregoing being herein referred to collectively as the "Agreements").

All leases, subleases, licenses, franchises, concessions, and other occupancy agreements now or hereafter in effect, whether or nor of record, for the use or occupancy of any part of the property, together with all renewals and extensions of any thereof and subleases thereunder and tenancies following attornment, and together with all guaranties of the obligations of the tenants, subtenants, licenses, franchisees, concessionaires, and other occupants thereunder (all of the foregoing, including the existing space leases, if any, being herein referred to collectively as the "Space Leases").

All licenses, authorizations, certificates, variances, amounts, approvals, and other permits necessary or appropriate to permit the construction, reconstruction, repair or any alteration, addition, improvement, use, operation, and management of the property (all of the foregoing being herein referred to collectively as the "Permits").

All cash, bank accounts, notes, and other instruments, documents, accounts receivable, contract rights, permits, receipts, trademarks, copyrights, and other items of intangible personal property now or hereafter relating to the ownership, operation, or management of the property (all of the foregoing being herein referred to collectively as the "Miscellaneous Property").

All rents, royalties, issues, profits, receipts, revenue, income, and other benefits now or hereafter, including during any period of redemption, accruing with respect to the property; all rents and other sums now or hereafter, including during any period of redemption, payable pursuant to the Space Leases; all other sums now or hereafter, including during any period of redemption, payable with respect to the use,

occupancy, management, operation, or control of the property; and all other claims, rights, and remedies now or hereafter, including during any period of redemption, accruing with respect to the property, including fixed, additional, and percentage rents, occupancy charges, security deposits, parking, maintenance, common area, tax, insurance, utility, and service charges and contributions, proceeds of sale of electricity, gas, heating, and air-conditioning, and other utilities and services, deficiency rents, and liquidated damages following default or cancellation; (all of which rents and other sums described in this Paragraph are herein sometimes referred to collectively as "Rents").

All proceeds of any sale, transfer, financing, refinancing, or conversion into cash or liquidated claims, whether voluntary or involuntary, arising out of or in any manner appertaining to the property, including all insurance proceeds resulting from damage to or destruction of the property, all awards resulting from any taking with respect to the property and financing proceeds resulting from financing or refinancing the property.

All right, title, and interest in and to any other property and rights which are, by the provisions of the instruments creating a lien on the property, required to be subjected to the lien thereof; and all right, title, and interest in and to any additional property and rights that may from time to time hereafter by installation in the Improvements, or otherwise be subjected to the lien hereof by Debtor or by anyone on its behalf.

A0408

EXHIBIT B

All that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say: BEING KNOWN AND DESIGNATED as Parcel 2 as shown on Plat entitled "Minor Subdivision Plat Showing Property of Aqua Crain, Inc.", which Plat is recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 3273, folio 397. The improvements thereon being known as No.13 Aquahart Road.

BEING the same lot of ground which by Deed dated October 19, 1984 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3812, folio 639 was granted and conveyed by AQUA CRAIN, INC. to MORRIS HELMAN.

Mailed to S

BOOK 499 PAGE 592

262651

To Be Recorded:
1. With the State Department of Assessments and Taxation
2. In the Land Records of Anne Arundel County
3. In the Financing Statement Records of Anne Arundel County

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

THIS FINANCING STATEMENT EVIDENCES AND PUBLICIZES THE LIEN AND PROVISIONS OF THE INDEMNITY AND ASSIGNMENT OF LEASES AND RENTS FROM THE DEBTOR TO THE SECURED PARTY, DATED OF EVEN DATE HEREWITH, WHICH SECURES THE OBLIGATIONS OF THE DEBTOR TO INDEMNIFY THE SECURED PARTY FROM ANY LOSS WHICH THE SECURED PARTY MAY SUSTAIN BY REASON OF THE FACT THAT THE SECURED PARTY HAS GUARANTEED AN OBLIGATION OF THE DEBTOR TO EASTERN SAVINGS BANK, fsb.

Name and Address of Debtor:

R.S. Shopping Center Associates Limited Partnership
c/o Richard E. Rotner
Greenspring Station, Suite 209
2360 W. Joppa Road
Lutherville, Maryland 21093

Name and Address of Secured Parties:

Family Mortgage Corporation
c/o 30 East Padonia Road
Suite 303
Timonium, Maryland 21093

RECORD FEE 25.00
POSTAGE .50
#14850 C777 R01 T14:46
JUL 8 86

1. This Financing Statement covers the following items of property:

See Exhibit A Attached Hereto As A Part Hereof

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures affixed to or are related to the parcel of land (and the improvements now or hereafter existing thereon) located in Anne Arundel County

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JUL -8 PM 2:54
E. AUBREY COLLISON
CLERK

CR

known as 13 Aquahart Road and located approximately 322 feet east of the intersection of Crain Highway (Maryland Business Route 3) and Aquahart Road in Anne Arundel County, which parcel is more particularly described in Exhibit B attached hereto as a part hereof.

WITNESS:

R.S. SHOPPING CENTER ASSOCIATES LIMITED PARTNERSHIP,
a limited partnership organized under the laws of Maryland

By: R.S.S.C. ASSOCIATES LIMITED PARTNERSHIP,
a limited partnership organized under the laws of Maryland
General Partner

Rita A. Linder

By: _____ (SEAL)
STANLEY GREENBERG
General Partner

By: R.S.S.C., INC.
a Maryland corporation
General Partner

Rita A. Linder

By: _____ (SEAL)
Richard E. Rotner
President

Date: July 3, 1986

Return To:

Yaakov S. Neuberger, Esquire
Abramoff, Neuberger, Linder & Redding
Sun Life Building, 9th Floor
20 South Charles Street
Baltimore, Maryland 21201

A0729

EXHIBIT A
TO
FINANCING STATEMENT

All footings, foundations, columns, piles, buildings, structures and other improvements of every kind and description now or hereafter located on the property described on Exhibit B attached to this Financing Statement (the "Land"), and all materials intended for construction, reconstruction, repair, alteration, addition, or improvement of or to such buildings, structures, and improvements, all of which materials shall be deemed to be a part of the improvements immediately upon delivery thereof to the Land; all fixtures and articles of Personal Property (hereinafter defined) of every kind and description now or hereafter located on the Land or attached to the improvements which by the nature of their attachment to the improvements become real property under applicable law, including all additions thereto, proceeds received upon voluntary or involuntary disposition thereof, and all renewals or replacements thereof or articles in substitution therefor, it being agreed that, to the fullest extent permitted by applicable law, the Personal Property shall be deemed to be fixtures and a part of the improvements (all of the foregoing being herein referred to collectively as the "Improvements").

All articles of tangible personal property of every kind and description presently located or hereafter placed on or used in connection with the management or operation of the premises other than those which, by the nature of their attachment to the Land or the Improvements, become real property by law, including all escalators and elevators; all heating, ventilating, and air conditioning equipment; all appliances, apparatus, machinery, motors, and other electrical equipment; all interior and exterior lighting equipment; all telephone, intercom, audio, music, and other sound reproduction and communication equipment; all floor coverings, carpeting, wall coverings, drapes, furniture, trash containers, carts, decorative plants, planters, sculptures, fountains, artwork, and other common area and office furnishings; all plumbing fixtures and equipment; all cleaning, janitorial, lawn, landscaping, disposal, firefighting, sprinkler, and maintenance equipment and supplies; all books, records and files relating to the ownership, management, or operation of the premises; all drawings, plans, and specifications relating to the Improvements; and all other personal property presently located or hereafter placed on the premises, whether similar or dissimilar to the foregoing which is used in the ownership,

management, or operation of the property, including all additions thereto, proceeds received upon voluntary or involuntary disposition hereof, and all renewals or replacements thereof or articles in substitution therefor (all of the foregoing, together with Space Leases (hereinafter defined), service contracts, Permits (hereinafter defined), and Miscellaneous Property (hereinafter defined), being herein referred to collectively as "Personal Property"). The Personal Property does not include personal property of Space Tenants which is removable at the termination of their respective Space Leases.

All agreements, easements, approvals, consents, licenses, authorizations and other similar rights necessary or appropriate to provide adequate ingress and egress between the Land and open public streets, to provide utility and other services to the Land and Improvements, and to permit operation of the Land and Improvements for their intended purposes (all of the foregoing being herein referred to collectively as the "Agreements").

All leases, subleases, licenses, franchises, concessions, and other occupancy agreements now or hereafter in effect, whether or nor of record, for the use or occupancy of any part of the property, together with all renewals and extensions of any thereof and subleases thereunder and tenancies following attornment, and together with all guaranties of the obligations of the tenants, subtenants, licenses, franchisees, concessionaires, and other occupants thereunder (all of the foregoing, including the existing space leases, if any, being herein referred to collectively as the "Space Leases").

All licenses, authorizations, certificates, variances, amounts, approvals, and other permits necessary or appropriate to permit the construction, reconstruction, repair or any alteration, addition, improvement, use, operation, and management of the property (all of the foregoing being herein referred to collectively as the "Permits").

All cash, bank accounts, notes, and other instruments, documents, accounts receivable, contract rights, permits, receipts, trademarks, copyrights, and other items of intangible personal property now or hereafter relating to the ownership, operation, or management of the property (all of the foregoing being herein referred to collectively as the "Miscellaneous Property").

All rents, royalties, issues, profits, receipts, revenue, income, and other benefits now or hereafter, including during any period of redemption, accruing with respect to the property; all rents and other sums now or hereafter, including during any period of redemption, payable pursuant to the Space Leases; all other sums now or hereafter, including during any period of redemption, payable with respect to the use,

occupancy, management, operation, or control of the property; and all other claims, rights, and remedies now or hereafter, including during any period of redemption, accruing with respect to the property, including fixed, additional, and percentage rents, occupancy charges, security deposits, parking, maintenance, common area, tax, insurance, utility, and service charges and contributions, proceeds of sale of electricity, gas, heating, and air-conditioning, and other utilities and services, deficiency rents, and liquidated damages following default or cancellation; (all of which rents and other sums described in this Paragraph are herein sometimes referred to collectively as "Rents").

All proceeds of any sale, transfer, financing, refinancing, or conversion into cash or liquidated claims, whether voluntary or involuntary, arising out of or in any manner appertaining to the property, including all insurance proceeds resulting from damage to or destruction of the property, all awards resulting from any taking with respect to the property and financing proceeds resulting from financing or refinancing the property.

All right, title, and interest in and to any other property and rights which are, by the provisions of the instruments creating a lien on the property, required to be subjected to the lien thereof; and all right, title, and interest in and to any additional property and rights that may from time to time hereafter by installation in the Improvements, or otherwise be subjected to the lien hereof by Debtor or by anyone on its behalf.

A0408

EXHIBIT B

All that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say: BEING KNOWN AND DESIGNATED as Parcel 2 as shown on Plat entitled "Minor Subdivision Plat Showing Property of Aqua Crain, Inc.", which Plat is recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 3273, folio 397. The improvements thereon being known as No.13 Aquahart Road.

BEING the same lot of ground which by Deed dated October 19, 1984 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3812, folio 639 was granted and conveyed by AQUA CRAIN, INC. to MORRIS HELMAN.

Mailed to Secured Party

BOOK 499 PAGE 598 262652

☑ To Be Recorded in Financing Statement Records

☐ To Be Recorded at SDAT

FINANCING STATEMENT

1. Debtor: Address:

Mark C. Gallo and John P. Maktos — 10350 Old Columbia Road, Columbia, Maryland 21046

2. Secured Party: Address:

Sovran Bank/Maryland — 31 Light Street, Baltimore, Maryland 21202

3. This Financing Statement covers:

(a) All of the right, title and interest of the Debtor as a general partner in a Maryland general partnership organized by agreement dated the 27th day of December, 1984, under the name G. M. Rivers General Partnership (hereinafter called the "Partnership"), and any amendments thereto, whether now existing or hereafter created or arising, and all of the right, title and interest of the Debtor in an to any and all distributions, issues, profits and shares of the surplus, whether cash or otherwise, and any other interest whatsoever of the Debtor, to which the Debtor is now or shall hereafter be entitled as a general partner in the Partnership, together with the income and profits arising from the assigned interests in the Partnership and any other distributions, of earnings, capital or otherwise, and any and all surplus thereof, and any interest whatsoever of Debtor in the Partnership and all proceeds of any or all of the foregoing.

(b) All of the right, title and interest of the Debtor as a general partner in a Maryland general partnership organized by agreement dated the 27th day of June, 1986, under the name Ferndale Associates (hereinafter called the "Partnership"), and any amendments thereto, whether now existing or hereafter created or arising, and all of the right, title and interest of the Debtor in and to any and all distributions, issues, profits and shares of the surplus, whether cash or otherwise, and any other interest whatsoever of the Debtor, to which the Debtor is now or shall hereafter be entitled as a general partner in the Partnership, together with the income and profits arising from the assigned interests in the Partnership and any other distributions, of earnings, capital or otherwise, and any and all surplus thereof, and any interest whatsoever of Debtor in the Partnership and all proceeds of any or all of the foregoing.

4. Proceeds of collateral are also covered.

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY

1986 JUL -8 PM 3:48

E. AUBREY COLLISON
CLERK

CR CLERK

12.00
.50

1472i:06/27/86:69

BOOK 499 PAGE 599

Debtor:

(SEAL)
John P. Maktos

(SEAL)
Mark C. Gallo

To the Filing Officer: After this statement has been recorded please mail the same to: M. Melinda Thompson, Esquire, Melnicove, Kaufman, Weiner & Smouse, P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21201-3060.

1472i

Mailed to Secured Party

1472i:06/27/86:69

BOOK 499 PAGE 600

262653

FINANCING STATEMENT

[X] Not subject to recordation tax
[ ] Subject to recordation tax on principal amount of $.....

1. Name of Debtor(s): Record & Tape Traders, Inc.
Address: 7561 Richie Highway
Glen Burnie, Maryland 21060

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~8701 Georgia Avenue~~
~~Silver Spring, Maryland 20910~~
25 W. Chesapeake Avenue
Towson, Maryland 21204

1986 JUL -8 PM 4:11
E. AUDREY COLLISON
CLERK

CP CLERK

3. This Financing Statement covers the following types (or items) of property:

Equipment: All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever.

Inventory: All of the inventory of the Debtor, of every type or description now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or

4. Check the statements which apply, if any, and supply the information indicated:

used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

Accounts: All of the Debtor's present and future accounts receivable, contract

[ ] (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

Other: Furniture and Fixtures.

RECORD FEE 11.00
POSTAGE .50
JUL 8 86

[ ] Proceeds of the collateral are also covered.

[ ] Products of the collateral are also covered.

Debtor(s): Record & Tape Traders, Inc.

Steven Smolen, President

Kevin Stander, Vice President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Mailed to Secured Party

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Jack L. Ortt, Vice President
(Type Name and Title)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

045-580/2 Rev 5-79

11.00

BOOK 499 PAGE 601

262654

FINANCING STATEMENT

1. Name of Debtor: STONE-SNYDER GENERAL PARTNERSHIP
Address: 836 Ritchie Highway
Severna Park, Maryland 21146

2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

RECORD FEE 14.00
POSTAGE .50

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 1, 1986 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

W14971 C777 R01 T11:37
JUL 9 86

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

CR CLERK

1986 JUL -9 PM 12:04

AUDREY COLLISON
CLERK

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.

5. Recordation tax on the principal sum of $2,500,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

6. The record owner of the real property described in the Deed of Trust is Stone-Snyder General Partnership.

Debtor:

STONE-SNYDER GENERAL PARTNERSHIP

By _____
George W. Stone
General Partner

Secured Party:

MARYLAND NATIONAL BANK

By _____
R. B. Diffenderffer, Jr.
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Susan Zimmerman Whitman

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

SZW3/F

EXHIBIT A

BOOK 499 PAGE 603

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the 3rd Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point formed by the intersection of the fifth line of that parcel of land described in the conveyance from Adam J. and Agnes K. Poplar to Donald R. Crist, et.al. by deed dated November 18, 1968, recorded among the land records of Anne Arundel County, Maryland in Liber 2223 at Page 354, and the easternmost side of Crain Highway (Maryland Route 3), as shown on State Highway Administration Plat No. 15807; thence leaving said fourth line and referring the courses of this discription to the Maryland State Grid Meridian and running through the abovementioned conveyance and binding on said easternmost side of Crain Highway along the arc of a curve to the right having a radius of 2,901.70 feet for an arc distance of 209.90 feet, said arc having a chord of North 07 degrees 40 minutes 22 seconds West 209.85 feet to a point formed by the intersection of the second line of the abovementioned conveyance with said easternmost side of Crain Highway, as shown on the abovementioned plat; thence leaving the abovementioned conveyance and running through that parcel of land described in the conveyance from Samuel and Anna Sala to John and June A. Sala by deed dated March 7, 1946 recorded among the land records of Anne Arundel County, Maryland in Liber JHH 354 at Page 150, and continuing along said easternmost side of Crain Highway along the arc of a curve to the right having a radius of 2,901.70 feet for an arc distance of 65.08 feet, said arc having a chord of North 04 degrees 57 minutes 25 seconds West 65.08 feet to a point formed by the intersection of the fifth line of the second abovementioned conveyance with said easternmost side of Crain Highway, as shown on the abovementioned plat; thence leaving the easternmost side of Crain Highway and running along part of said fifth line North 88 degrees 34 minutes 37 seconds East 468.95 feet; thence leaving the second abovementioned conveyance and running along the third line of that parcel of land described in the conveyance from Johnnie D. and Paulette A. Sala to John and June A. Sala by deed dated November 17, 1977, recorded among the land records of Anne Arundel County, Maryland in Liber 3030 at Page 483, North 88 degrees 34 minutes 37 seconds East 318.27 feet; thence along the second line of the third abovementioned conveyance South 03 degrees 25 minutes 23 seconds East 273.73 feet; thence along the first line of the third abovementioned conveyance South 88 degrees 34 minutes 37 seconds West 318.27 feet; thence leaving the third abovementioned conveyance and running along the third line of the second abovementioned conveyance South 88 degrees 34 minutes 37 seconds West 268.77 feet; thence leaving the second abovementioned conveyance and running along part of the fourth line of the first abovementioned conveyance South 88 degrees 34 minutes 37 seconds West 182.88 feet to the place of beginning: CONTAINING 4.903 acres of land, more or less.

Mailed to Secured Party

BEING all of that parcel of land described in the conveyance from Johnnie D. and Paulette A. Sala to John and June A. Sala by deed dated November 17, 1977, recorded among the land records of Anne Arundel County, Maryland in Liber 3030 at Page 483, and part of that parcel of land described in the conveyance from Samuel and Anna Sala to John and June A. Sala by deed dated March 7, 1946, recorded among the land records of Anne Arundel County, Maryland in Liber JHH 354 at Page 150, and part of that parcel of land described in the conveyance from Adam J. and Agnes K. Poplar to Donald R. to Lou A. Crist and Hanna R. and Daniel Tabor by deed dated November 18, 1968, recorded among the land records of Anne Arundel County, Maryland in Liber 2223 at Page 354.

END
LIBER