

ANNE ARUNDEL COUNTY, MARYLAND

# UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

E. Aubrey Collison  
CLERK OF THE CIRCUIT COURT

CAMERA: Shirley Grizzel

**LIBER**

**503**

200000

BOOK 503 PAGE 1

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Name of Debtor: FAIRFAX SQUARE I COMPANY  
 Address: P.O. Box 8691  
 Baltimore-Washington International  
 Airport  
 Baltimore, Maryland 21240



2. Name of Secured Party: UNION TRUST COMPANY OF MARYLAND  
 Address: P.O. Box 1077  
 Baltimore, Maryland 21203  
 Attention: George F. Oliver

21.00  
 50  
 126150 0345 ROL 11/15/86  
 SEP 22 86

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

(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 September 18, 1986 from Debtor to Randolph A. Sutliff and Jesse B. Wilson, III, Trustees (the Deed of Trust), all property being located in Fairfax County, Virginia, 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 in existence or hereafter created and the proceeds thereof.

(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 \$7,600,000 has been paid to the Clerk of the Circuit Court of Fairfax County, Virginia upon recording of the Deed of Trust.

2/50

RECEIVED FOR RECORD  
 CLERK OF CIRCUIT COURT OF FAIRFAX COUNTY  
 1986 SEP 22 PM 1:57  
 E. AUDREY COLLISON  
 CLERK



6. The record owner of the real property described in the Deed of Trust is Fairfax Square I Company.

Debtor:

FAIRFAX SQUARE I COMPANY,  
a Maryland general partnership

Secured Party:

UNION TRUST COMPANY OF MARYLAND

By Samuel F. Heffner, Jr.  
Managing Partner

By George F. Oliver  
George F. Oliver  
Assistant Vice President

By Edward H. Dickinson  
Partner

By Fielding L. Wilson, Jr.  
Partner

By Lawrence B. Burrows  
Partner

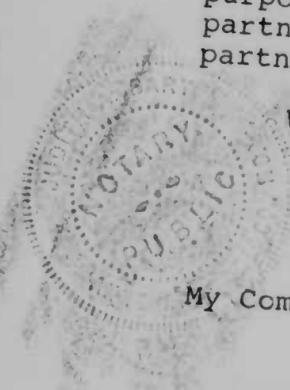
STATE OF Maryland, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY, that on this 17th day of September, 1986, before me, the undersigned Notary Public of said State, personally appeared Samuel F. Heffner, Jr., who acknowledged himself to be the Managing Partner of Fairfax Square I Company, a Maryland general partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized managing partner of said partnership by signing the name of the partnership by himself as managing partner.

WITNESS my hand and Notarial Seal.

Judith A. Bart  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES  
JULY 1, 1990



STATE OF Maryland, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY, that on this 17th day of September, 1986, before me, the undersigned Notary Public of said State, personally appeared Edward H. Dickinson, who acknowledged himself to be the Partner of Fairfax Square I Company, a Maryland general partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein

contained as the duly authorized Partner of said partnership by signing the name of the partnership by himself as Partner.

WITNESS my hand and Notarial Seal.

Judith A. Bart  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES  
JULY 1, 1988

STATE OF Maryland, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY, that on this 17th day of September, 1986, before me, the undersigned Notary Public of said State, personally appeared Fielding L. Wilson, Jr., who acknowledged himself to be the Partner of Fairfax Square I Company, a Maryland general partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Partner of said partnership by signing the name of the partnership by himself as Partner.

WITNESS my hand and Notarial Seal.

Judith A. Bart  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES  
JULY 1, 1988

STATE OF Maryland, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY, that on this 17th day of September, 1986, before me, the undersigned Notary Public of said State, personally appeared Lawrence B. Burrows, who acknowledged himself to be the Partner of Fairfax Square I Company, a Maryland general partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Partner of said partnership by signing the name of the partnership by himself as Partner.

WITNESS my hand and Notarial Seal.

Judith A. Bart  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES  
JULY 1, 1988

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Margaret Ann Brown

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

MAB6/d

Exhibit "A"

BOOK 503 PAGE 4

All that certian lot or parcel of land, situate and being in Fairfax County, Virginia, and being more particularly described as follows:

Lot 18, Brookfield Corporate Center, as dedicated, platted and recorded in Deed Book 6313 at Page 978 among the aforesaid land records.

BOOK 503 PAGE 5

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT ~~XXXX~~ RECORDS

For Filing Officer Use	
File No. ....	
Date & Hour .....	

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
MacINTYRE, FRANKLIN W.	11028	Kenilworth Ave.,	Garrett Park,	Md. 20896
MacINTYRE, NANCY J.	11028	Kenilworth Ave.,	Garrett Park,	Md. 20896

Name of Secured Party or assignee	No.	Street	City	State
STATE NATIONAL BANK OF MARYLAND,	11616	Rockville Pike,	Rockville,	Md. 20852

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 EXHIBIT "B" attached hereto and hereby incorporated by reference

RECORD FEE 12.00  
FORAGE .50  
#26200 CTR NO 117-01  
SEP 22 86

PLEASE MAIL TO:  
KATZ, FROME AND SLAN, P.A.  
ATTORNEYS AT LAW  
10605 CONCORD STREET  
KENSINGTON, MD. 20895

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.  Part of the 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 block system is maintained, state house number and street, if there be any, or block reference.

SEE EXHIBIT "A" attached hereto and hereby incorporated by 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 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)

*Franklin W. MacIntyre* (SEAL)  
FRANKLIN W. MacINTYRE

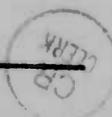
*Nancy J. MacIntyre* (SEAL)  
NANCY J. MacINTYRE

(Type or print name under signature)

\_\_\_\_\_  
(Corporate, Trade or Firm Name) (Seal)

\_\_\_\_\_  
Signature of Secured Party or Assignee

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



RECORDED  
COMMUNITY

1986 SEP 22 PM 3:44

AUBREY COLLISON  
CLERK



EXHIBIT "A"

BOOK 503 PAGE 6

BEGINNING FOR THE SAME at a pipe set on the South side of Likes Road, said pipe being South 18 degrees 53' East 100.80 feet from an iron bar found at the end of the South 18 degrees 47' East 100.40 foot line of a conveyance from Emanuel E. Collison and May B., his wife, to John N. Collison by Deed dated February 14, 1942 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH 252 at folio 44; thence running from said beginning point so fixed and running across part of said conveyance and with the South side of Likes Road, South 18 degrees 53' East 100 feet to a pipe set; thence leaving said road South 75 degrees 35' 50" West 561.52 feet to a point on the shore line of Rhoades River; thence with said shore line North 2 degrees 25' 50" West 90.34 feet; thence North 39 degrees 8' West 17 feet to a pipe set; thence leaving Rhoades River 75 degrees 57' East 542.09 feet to the place of beginning; Containing 1.28 acres, more or less, and being subject to a 5 foot road widening strip per plat recorded with Deed in Liber 1724 at folio 589.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

203823

FINANCING STATEMENT

BOOK 503 PAGE 7

- To be recorded: (1) with State Department of Assessments and Taxation \_\_\_\_\_
- (2) \_\_\_\_\_ in Land Records of \_\_\_\_\_ County \_\_\_\_\_
- (3) in the Financing Records of Anne Arundel County   X

This Financing Statement evidences and publicizes the lien and provisions of the mortgage and security agreement from the Debtors to Farmers National Bank of Maryland dated July 25, 1986, securing a debt in the principal amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00). All required documentary stamps have been affixed to the mortgage. The mortgage is recorded or intended to be recorded among the the Land Records of Anne Arundel County.

NAMES AND ADDRESSES OF DEBTORS:

DEEP CREEK ASSOCIATES LIMITED PARTNERSHIP

105 Deep Creek Avenue  
Arnold, Maryland 21012

THE BLUE CHANNEL INN, INC.

Bay Hills Shopping Center  
Arnold, Maryland 21012



RECORD FEE  
POSTAGE

16.00  
50

NAME AND ADDRESS OF SECURED PARTY:

Lender:

FARMERS NATIONAL BANK OF MARYLAND  
5 Church Circle  
Annapolis, Maryland 21401

SEP 23 1986  
SEP 23 1986

1600  
50

PROPERTY COLLISION

1. This Financing Statement covers the following items of property:

(a) The interest of Debtors in all improvements, alterations, structures, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtors or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

2. Proceeds and products of the collateral are covered.

BOOK 503 PAGE 9

3. Right, title, and interest in and to the liquor license number 43, type H, Beer, Wine and Liquor, Dancing, and Sundays, issued with respect to the premises located at Bay Hills Shopping Center, Arnold, Maryland 21012 and all renewals thereof.

4. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land (and the improvements now or hereafter existing thereon) situated in the property of The Blue Channel Inn, Inc., in the Bay Hills Shopping Center, Arnold, Anne Arundel County, Maryland.

Dated: 7-25-86

DEBTORS:

DEEP CREEK ASSOCIATES LIMITED PARTNERSHIP:

By: [Signature]  
Keith J. Matheson General Partner

By: [Signature]  
JEFFERY B. SALTON General Partner

THE BLUE CHANNEL INN, INC.

By: [Signature]  
president

Return to Farmers National Bank of Maryland (to the attention of Patsi Hall) at 5 Church Circle, Annapolis, Maryland, 21401.

Mailed to: [Signature]

FINANCING STATEMENT

800-503 263823  
10

- To be recorded: (1) with State Department of Assessments and Taxation . \_\_\_\_\_
- (2) \_\_\_\_\_ in Land Records of \_\_\_\_\_ County \_\_\_\_\_
- (3) in the Financing Records of Anne Arundel County \_\_\_\_\_ X \_\_\_\_\_

This Financing Statement evidences and publicizes the lien and provisions of the mortgage and security agreement from the Debtors to Farmers National Bank of Maryland dated July 25, 1986, securing a debt in the principal amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00). All required documentary stamps have been affixed to the mortgage. The mortgage is recorded or intended to be recorded among the the Land Records of Anne Arundel County.

NAMES AND ADDRESSES OF DEBTORS:

DEEP CREEK ASSOCIATES LIMITED PARTNERSHIP

1054 Deep Creek Avenue  
Arnold, Maryland 21012

DEEP CREEK LANDING, INCORPORATED

1054 Deep Creek Avenue  
Arnold, Maryland 21012



RECORDED IN RECORDS OF ANNE ARUNDEL COUNTY

1986 SEP 23 AM 9:34

E. AUBREY COLLISON  
CLERK

RECORD FEE 20.00

NAME AND ADDRESS OF SECURED PARTY:

Lender:

FARMERS NATIONAL BANK OF MARYLAND  
5 Church Circle  
Annapolis, Maryland 21401

POSTAGE 335222 0055 R02 T04:27

SEP 23 86

2000  
JD

1. This Financing Statement covers the following items of property:

(a) The interest of Debtors in all improvements, alterations, structures, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtors or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All items of property specified on Exhibit A hereto as a part hereof, (which Exhibit A shall be in addition to

and shall not be interpreted or construed to limit the generality of subparagraph (a) above).

2. Proceeds and products of the collateral are covered.

3. Right, title, and interest in and to the liquor license number C756 issued with respect to the premises located at 1050 Deep Creek Avenue, Shore Acres, Arnold, Maryland 21012, and all renewals thereof.

4. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land (and the improvements now or hereafter existing thereon) situated in the Third Taxing District of Anne Arundel County, Maryland, known as Lots 93, 94 and 95, Deep Creek Section of Shore Acres.

Dated: July 25, 1986

DEBTORS:

DEEP CREEK ASSOCIATES LIMITED PARTNERSHIP:

By: [Signature]  
KEITH J. MAUSEN General Partner

By: [Signature]  
JEFFERY G. SALTON General Partner

DEEP CREEK LANDING, INCORPORATED

By: [Signature] (vice-president)

Return to Farmers National Bank of Maryland (to the attention of Patsi Hall) at 5 Church Circle, Annapolis, Maryland, 21401.

## EXHIBIT "A"

1 Four-Door Refrigerator	1 Ice Chest
1 Three-Door Freezer	1 Two-Door Reach in Box
1 Gas Range	1 Galley Walk in Box
1 Gas Broiler	1 Hand Sink
2 Electric Fryers	1 Cash Register
1 Exhaust Hood	1 Three-Compartment Sink
1 Fixed Hood Fire System	1 Hand Wash Sink
1 Meat Slicer	2 Waitress Stands
1 Electric Steam Table	12 Bar Stools
1 Heat Lamp	22 Tables
1 Coffee Maker	64 Chairs
1 Salad Unit	1 3,000 Gal. Fuel Tank
6 Stainless Steel Tables	1 1,000 Gal. Fuel Tank
1 Three-Compartment Sink	2 Dispense Units
1 Hand Wash Sink	2 Pumps
Miscellaneous Pots, Pans, and Cookware	1 Window Air Conditioner
Miscellaneous Plates, Etc.	1 Central Air Conditioner
1 Ice Maker	3 Ceiling Fans
1 Draft Beer System	7 Fire Extinguishers
1 Beer Bottle Box	

186 50

BOOK 503 PAGE 14

Debtor or Assignor Form

FINANCING STATEMENT

263830

Pd. \$ 175.00  
to A.A.Co

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 25,000.00

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

Name of Debtor

Address

Glenn C. Levin, D.D.S.

Broadneck Medical Center  
273A Peninsula Farm Road  
Arnold, MD 21012

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):

All inventory, accounts receivable and equipment now owned and hereafter acquired by Borrower and all proceeds (cash and non-cash) of such inventory, accounts receivable and equipment.

RECORDED FEE 11.00  
RECORDED TAX 175.00  
FEE .30

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 } of the collateral are also specifically covered.  
 Products }

SEP 23 1986

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)

Glenn C. Levin, D.D.S.

FARMERS NATIONAL BANK OF MARYLAND

*Glenn C. Levin DDS*

BY

*[Signature]*

Type or print names under signatures



RECEIVED BY MR. CLERK

1986 SEP 23 AM 11:56

E. AUBREY COLLISON  
CLERK

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

175.00  
50

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 38,500.00

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

Name of Debtor

Address

Martin's Quality Foods, Inc.

11 Steele Ave.  
Annapolis, MD 21401

RECORD FEE 17.00  
RECORD TAX 249.50  
POSTAGE 50  
#263831 0777 R01 T10:50  
SEP 23 86

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):

All fixtures, inventory and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such fixtures, inventory and equipment. See attached Addendum.

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 } of the collateral are also specifically covered.  
 Products }

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)

Martin's Quality Foods, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: Joseph S. Martin Jr. Pres.

BY: Shirley E. Mcowan 9/15/86  
Manager, CityDesk Branch

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

17-  
26950  
50



## DELI:

J J Connelly	Roll-a-grill C-14
Berkel	Scale 511
Evans	9 ft. Delicase 78-10746
Hobart	Stainless slicer 1612
Silverking	Freezer
Steelmaster	3 Compartment sink
Sharp	Microwave R-22BT
Starmetal	3 Compartment refrigerator and countertop- Stainless
NCR	Cash register F-4580
Toastmaster	Steamer
Commercial	Foodwarmer AD 260
Seco	Stainless handsink
Custom built	8' formica counter
	2 Illuminated signs
	6' meat cutting table

## Mrs. Mann's

J.J. Connelly	Roll-a-grill UA35
Howard	54" double door
	Refrigerator WC-45-GBM
Ice*O-Matic	1400lb. icemaker EB60
NCR	Cashregister 32-9869148
J J Connelly	Roll-a-grill C-14
"	Steamer BW-14
Stainless	6 Compartment condiment dis.
Custom built	2 drawer-2 shelf unit
2 gravityfeed drink	dispenser, drink
Custom built	Venthood & exhaust system
Custom built	10 X 5' formica counter
Toastmaster	Steamer
Vulcan	Grill, gas oven
Steelmaster	3 Compartment sink

## ADDENDUM

Custom built	35 X 15 X 3 formica counter & closet
Hobart	Slicer 1712 Automatic
G.E.	4 Slice toaster A10T128
Stainless	9 compartment steam table
Starmetal	2 sandwich units & refrig. RS 60-S
Starmetal	3 Compartment sink
Toma	Cashregister TA 251
Coldin	2 door refrigerator FV/CH-4A
Seco	Hand sink, stainless
Latham	Time recorder
Latham	Card holder 3800
NCR	Cash register 32-9797917
Wards	Safe
Littin	Microwave
Dynatronics	Microwave
Starmetal	Freezer FS-6
Tiffany	7- hanging lamps
Stainless	57 assorted size pans

## Kitchen &amp; Misc.

Freezer Box	Walk-in Refrigerator
3M Scotch	2 Hand trucks
Citizen	Copy Machine
Unitrex	Adding Machine
Addmaster	Adding Machine
Olivetti	Cash register
Dove	Cash register
Stainless	Digital scale
Hobart	3 6ft tables
Hobart	Slicer
Scotsman	Food grinder (2)
Starmetal	Ice machine
Elbay	3 compartment sink
Toledo	Hand sink
Duttera	Scale
Signature	Upright freezer
Wards	Chest freezer
Hot Point	Chest freezer
	Refrigerator

ADDENDUM

Wards

Stainless  
Stainless  
Chevrolet  
Chevrolet

Gas stove & oven  
Heat lamp  
2 Drawer foodwarmer  
Steamer  
1975 Van  
1976 Van

H 105463

1000

BOOK 503 PAGE 19

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 465 Page No. 140  
Identification No. 248725 Dated \_\_\_\_\_

1. Debtor(s) { BWI INN ASSOCIATES ↓  
Name or Names—Print or Type  
c/o CREATIVE INNS, INC., SUITE 216  
7 Koger Executive Center, Norfolk, VA  
Address—Street No., City - County State Zip Code

2. Secured Party { UNITED VIRGINIA BANK  
Name or Names—Print or Type  
5 MAIN PLAZA EAST, NORFOLK, VA 23510  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> 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:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .50  
#18305 C055 R02 T1243R  
SEP 23 86

Dated: September 15, 1986

UNITED VIRGINIA BANK  
Name of Secured Party  
BY Christopher W. Brown  
Signature of Secured Party  
Christopher W. Brown  
Vice-President  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

RETURN TO:  
SAFECO TITLE INSURANCE CORPORATION  
110 ST. PAUL ST.  
BALTIMORE, MD. 21202

CR  
CLERK

RECEIVED FOR RECORD  
CLERK COURT, A.A. COUNTY  
1986 SEP 23 PM 12:39  
E. AUBREY COLLISON  
CLERK

1000  
50

After recording, please return to:

#17 7

BOOK 503 PAGE 20

THE SENTINEL TITLE CORPORATION  
400 E. PRATT ST., SUITE 606  
BALTIMORE, MARYLAND 21202  
547-1111

263832

TO BE } RECORDED IN LAND RECORDS  
 NOT TO BE } Chattel  
 SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF  
 NOT SUBJECT TO }

FINANCING STATEMENT

GLEN BURNIE ASSOCIATES LIMITED PARTNERSHIP

1. Debtor(s):

Name or Names—Print or Type  
4733 Bethesda Avenue, Suite 560, Bethesda, MD 20814  
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:

Community Development Administration  
Name or Names—Print or Type  
45 Calvert Street, Annapolis, MD 21401  
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 Exhibit I

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

See Attached Exhibit 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.

RECEIVED FOR RECORD  
COMMUNITY DEVELOPMENT ADMINISTRATION  
1986 SEP 23 PM 12:49  
E. AUBREY COLLISON  
CLERK  
RECORD FEE 29.00  
POSTAGE .50  
#38311 0055 R02 T12:48  
SEP 23 86

Debtor(s): GLEN BURNIE ASSOCIATES LIMITED PARTNERSHIP

By: Glenview Limited Partnership, Managing General Partner

By: McShea & Company, Inc.

By: John F. McShea III, President  
Vice President

By: John Mergner, General Partner

SECURED PARTY:

Community Development Administration  
(Company, if applicable)

Nancy S. Rase  
(Signature of Secured Party)

Nancy S. Rase Authorized Officer  
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 Nancy Rase  
Community Development Administration  
45 Calvert Street  
Annapolis, MD 21401

By: Dennis Koubek  
Dennis Koubek, General Partner of  
Glen Burnie Associates Limited Partnership

Handwritten notes and signatures in the bottom left corner, including "200" and "10/10".

## EXHIBIT I

EXHIBIT TO FINANCING STATEMENTS 503 PAGE 21

All building materials and other chattels on the Land described in Exhibit A ("Land") now owned or hereafter acquired by the Debtor and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, plumbing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Debtor to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants.

Any award made in nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property.

Any and all federal and state assistance payments to which the Debtor is or will be entitled for the Project including, without limitation, any payments made pursuant to a Housing Assistance Payments contract executed by the Debtor pursuant to Section 8 of the United States Housing Act of 1937 as amended.

All rents, revenues and other moneys of whatever nature that Debtor may receive or be entitled to receive, including those now due, past due, or to become due (hereinafter called collectively "Rents") as a result of any lease or other occupancy agreement, for the occupancy or use of all or any part of the Mortgaged Premises, now existing or hereafter created, and all renewals and guaranties thereof (hereinafter called collectively "Leases").

All amounts payable to or recoverable by the Debtor under the terms of any contract for the construction of the Project or any surety bond issued on account of construction.

All rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project.

PKC:mt (042484 - 73)

All reserves created pursuant to the terms of a Deed of Trust (the "Deed of Trust") or a certain Regulatory Agreement or even date between Debtor and CDA (the "Regulatory Agreement") recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland including, but not limited to, cash escrows and reserves and letters of credit.

All proceeds of casualty insurance on the Project or any part thereof.

Any real estate tax rebates or refunds which it is determined the Debtor is entitled to receive.

Any amounts in the project accounts or funds described in the Deed of Trust.

DESCRIPTION  
 RESIDUE SECTION ONE, GLENVIEW GARDENS  
 THIRD ELECTION DISTRICT  
 ANNE ARUNDEL COUNTY, MARYLAND

BOOK 503 PAGE 23

... being part of SECTION ONE, as shown on a plat of subdivision entitled, "SECTION ONE and TWO, GLENVIEW GARDENS," recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 41 at Folio 5, and being more particularly described as follows:

BEGINNING for the same at a point on the northerly or North 76°00'34" East, 271.08 foot line, as shown on the aforesaid plat of subdivision, distant 98.21 feet easterly of the westerly end thereof, said point also being on the easterly right of way line of Crain Highway, U.S. Route 301, as shown on State Roads Commission of Maryland Right of Way Plat No. 45802, distant 51.53 feet right of and radial to baseline station 52+78.58, as shown on said right of way plat and running thence with said easterly right of way line and with the southerly, westerly and northerly plat lines, as shown on plats of subdivision entitled, "Revised Plan of Section One, Rippling Estates" and "Section Two, Rippling Estates," recorded among the aforesaid Land Records in Plat Book 34 at Folio 44, and Plat Book 34 at Folio 32, respectively, the following three (3) courses:

1. North 76°00'34" East, 172.87 Feet to a point;
2. South 26°16'16" East, 1761.27 Feet to a point; and
3. South 37°36'09" West, 743.32 Feet to the southeasterly corner of "Crainmont Apartments," as per plat thereof, recorded among said Land Records in Plat Book 35 at Folio 23; thence with a part of the easterly or North 26°15'45" West, 1975.43 foot line, as shown on said plat of subdivision;
4. North 26°15'31" West, 877.29 feet to the point of division between the aforesaid Sections One and Two, Glenview Gardens; thence with said division line, the following thirty-two (32) courses:
  5. North 63°44'29" East, 121.18 feet to a point;
  6. North 18°44'29" East, 10.00 feet to a point;
  7. North 26°15'31" West, 120.00 feet to a point;
  8. North 63°44'29" East, 147.00 feet to a point;
  9. South 26°15'31" East, 127.24 feet to a point;
  10. South 63°44'29" West, 5.00 feet to a point;
  11. South 26°15'31" East, 112.00 feet to a point;
  12. South 63°44'29" West, 28.00 feet to a point;
  13. South 26°15'31" East, 50.00 feet to a point;
  14. North 63°44'29" East, 5.00 feet to a point;
  15. South 26°15'31" East, 108.00 feet to a point;
  16. South 63°44'29" West, 60.00 feet to a point;
  17. South 26°15'31" East, 106.00 feet to a point;
  18. North 63°44'29" East, 100.95 feet to a point;
  19. North 26°15'31" West, 136.39 feet to a point;

20. North  $63^{\circ}44'29''$  East, 52.00 feet to a point;
21. North  $26^{\circ}15'31''$  West, 71.60 feet to a point;
22. South  $63^{\circ}44'29''$  West, 15.00 feet to a point;
23. North  $26^{\circ}15'31''$  West, 95.00 feet to a point;
24. North  $63^{\circ}44'29''$  East, 92.00 feet to a point;
25. North  $26^{\circ}15'31''$  West, 50.00 feet to a point;
26. South  $63^{\circ}44'29''$  West, 90.00 feet to a point;
27. North  $26^{\circ}15'31''$  West, 95.00 feet to a point;
28. North  $63^{\circ}44'29''$  East, 65.00 feet to a point;
29. North  $26^{\circ}15'31''$  West, 50.00 feet to a point;
30. North  $63^{\circ}44'29''$  East, 118.00 feet to a point;
31. South  $26^{\circ}15'31''$  East, 9.00 feet to a point;
32. North  $63^{\circ}44'29''$  East, 100.00 feet to a point;
33. North  $26^{\circ}15'31''$  West, 29.00 feet to a point;
34. North  $63^{\circ}44'29''$  East, 28.00 feet to a point;
35. North  $26^{\circ}16'16''$  West, 98.11 feet to a point; and
36. North  $54^{\circ}10'43''$  West, 10.00 feet to a point on the easterly right way line of Nolpark Court, 50 feet wide, conveyed by Glen Burnie Associates to Anne Arundel County, Maryland, and recorded among said Land Records in Liber 2926 at Folio 737; thence with said easterly and northerly right of way lines of said Nolpark Court, the following eleven (11) courses:
37. 68.39 feet along the arc of a curve, deflecting to the left, having a radius of 50.00 feet and a chord bearing North  $03^{\circ}21'34''$  East, 63.18 feet to a point of reverse curvature;
38. 21.30 feet along the arc of a curve, deflecting to the right, having a radius of 75.00 feet and a chord North  $34^{\circ}24'20''$  West, 21.22 feet to a point of tangency;
39. North  $26^{\circ}16'16''$  West, 645.57 feet to a point of curvature;
40. 372.19 feet along the arc of a curve, deflecting to the left, having a radius of 185.00 feet and a chord bearing North  $83^{\circ}54'23''$  West, 312.53 feet to a point of tangency;
41. South  $38^{\circ}27'30''$  West, 70.34 feet to a point of curvature;
42. 51.73 feet along the arc of a curve, deflecting to the left having a radius of 125.00 feet and a chord bearing South  $26^{\circ}36'12''$  West, 51.36 feet to a point of tangency;
43. South  $14^{\circ}44'53''$  West, 25.00 feet to a point of curvature;
44. 32.95 feet along the arc of a curve, deflecting to the right, having a radius of 75.00 feet and a chord bearing South  $27^{\circ}20'08''$  West, 32.69 feet to a point of tangency;

- 3 -

45. South  $39^{\circ}55'20''$  West, 15.00 feet to a point;
46. South  $84^{\circ}55'20''$  West, 35.36 feet to a point; and
47. North  $50^{\circ}04'40''$  West, 39.14 feet to a point on said easterly right of way line of Crain Highway; thence with said easterly right of way line the following nine (9) courses:
48. North  $37^{\circ}12'57''$  East, 17.58 feet to a point;
49. North  $40^{\circ}06'05''$  East, 49.93 feet to a point;
50. North  $61^{\circ}40'45''$  East, 27.30 feet to a point;
51. North  $39^{\circ}59'33''$  East, 25.03 feet to a point;
52. North  $30^{\circ}19'01''$  East, 51.60 feet to a point;
53. North  $38^{\circ}14'07''$  East, 50.91 feet to a point;
54. North  $34^{\circ}59'07''$  East, 50.93 feet to a point;
55. North  $41^{\circ}50'37''$  East, 51.16 feet to a point; and
56. North  $28^{\circ}39'22''$  East, 29.31 feet to the place of beginning, containing 548,910 square feet or 12.6012 acres of land.

SUBJECT TO a right of way for ingress and egress to Crain Highway, recorded among the aforesaid Land Records in Liber JHH 707 at Folio 207.

SUBJECT TO an agreement recorded among said Land Records in Liber 2367 at Folio 218.

SUBJECT TO a subdivision agreement recorded among said Land Records in Liber 2357 at Folio 126.

Mailed to:

Sentinal Title

BOOK 503 PAGE 20

203833

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 30,555.42
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Ferguson Trenching

123 Revell Highway  
Annapolis, MD 21401

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):

John Deere T750 Trencher, Ser. # 1287500962

RECORD FEE 11.00  
 RECORD TAX 217.00  
 FILING FEE .50

SEARCHED INDEXED  
 SEP 23 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 } of the collateral are also specifically covered.  
 Products }

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)

Ferguson Trenching

FARMERS NATIONAL BANK OF MARYLAND

*Stanley R. Ferguson*

BY

*Aubrey Collison*

11-217-50

Type or print names under signatures

RECEIVED FOR RECORD  
 CLERK  
 1986 SEP 23 PM 3:06  
 E AUBREY COLLISON  
 CLERK

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
 5 CHURCH CIRCLE  
 ANNAPOLIS, MARYLAND 21401

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 30,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Diane S. Kelly W. B. Kelly	1887 Ritchie Highway Annapolis, MD 21401

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):  
 One Raytheon 300/125 14 X 17 X-ray System and all supporting equipment and accessories.  
  
 One Lloyds galaxy McManus Elevation Table  
  
 All office equipment, furniture and fixtures now owned or hereafter aquired

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 12.00  
 RECORD TAX 210.00  
 POSTAGE .50  
 #00098 C055 R02 110:31  
 SEP 24 86

3.  Proceeds } of the collateral are also specifically covered.  
 Products }
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)

*Diane S Kelly*  
 Diane S. Kelly  
*W. B. Kelly*  
 W. B. Kelly

FARMERS NATIONAL BANK OF MARYLAND

BY *R. Till*  
 Russell R. Till  
 Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
 5 CHURCH CIRCLE  
 ANNAPOLIS, MARYLAND 21401



RECEIVED FOR RECORD  
 CLERK AUBREY COLLISON  
 1986 SEP 24 AM 11:08  
 E AUBREY COLLISON  
 CLERK

1200  
 21000  
 JD

TO BE RECORDED:

200035

- \_\_\_ Among the Land Records of Anne Arundel County
- ✓ Among the Financing Statement Records of Anne Arundel County
- \_\_\_ Among the Records of the State Department of Assessments and Taxation of Maryland

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

Principal Amount is \$1,996,800.00.

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

FINANCING STATEMENT

RECORD FEE 18.00  
POSTAGE 50  
100123 1037 102 11:54  
SEP 24 '86

1. DEBTORS: ADDRESS:  
William J. Wroten and Eagle Development Corporation  
Jean L. Wroten P.O. Box 1304  
Glen Burnie, Maryland 21061

2. SECURED PARTIES:  
a) Mercantile Mortgage Corporation  
200 East Redwood Street  
Baltimore, Maryland 21202  
b) Mercantile-Safe Deposit and  
Trust Company  
Two Hopkins Plaza  
Baltimore, Maryland 21201

3. Maturity Date of Obligation: August 29, 19 87.

4. 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 now in the land herein described 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 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

18.275

RECEIVED FOR RECORD  
1986 SEP 24 AM 11:22  
AUBREY COLLISON  
CLERK

plumbing and heating fixtures, mantels, refrigerating plant 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 purpose for which they were or are to be erected, including all goods and personal property as are ever 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

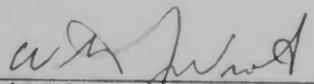
(d) all contract rights of and from the herein described property or any part thereof.

5. The aforesaid items are included as security in a Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Debtor to Secured Parties, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by the Debtor to Mercantile Mortgage Corporation and Mercantile-Safe Deposit and Trust Company and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.

6. Proceeds of collateral are covered hereunder.

7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

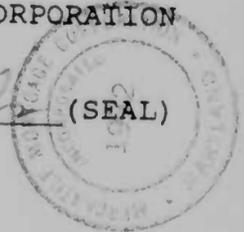
DEBTORS:

  
\_\_\_\_\_  
William J. Wroten

SECURED PARTIES:

MERCANTILE MORTGAGE CORPORATION

By:  (SEAL)  
\_\_\_\_\_  
Paul W. Parks,  
President



Jean L. Wroten  
Jean L. Wroten

BOOK 503 PAGE 30

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY

By: [Signature] (SEAL)



August 29, 1986

MR. OR MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

David C. Hjortsberg  
REESE AND CARNEY  
10715 Charter Drive  
Columbia, MD 21044

DCH:lc  
C3



Description of Arundel Home Finance Co. Parcel  
To Be Conveyed To Eagle Development Corporation

Beginning for the same at a point on the Easternmost side of the former Washington, Baltimore & Annapolis Railroad, as laid out 66 feet wide, said point also being at the end of the North 16° 00' East 1701.41 Foot line of a deed between Michael P. Darrow, Trustee, and Arundel Home Finance Corporation, dated October 4th, 1982, and recorded among the land records of Anne Arundel County, Maryland, in Liber 3532, Folio 184, thence leaving said road and running with the outline of the aforesaid deed as now surveyed North 73° 44' 32" East 580.47 feet, South 48° 51' 28" East 859.70 feet, South 39° 48' 17" West 345.98 feet, South 17° 48' 48" East 38±.59 feet, South 72° 18' 36" West 177.77 feet, South 72° 13' 16" West 106.04 feet, South 00° 19' 03" East 192.96 feet to the Northernmost side of Donaldson Avenue as now widened, thence with the North side of Donaldson Avenue South 69° 37' 33" West 127.58 feet, North 20° 22' 27" West 20.00 feet, South 69° 37' 33" West 35.00 feet, South 20° 22' 27" East 20.00 feet, South 69° 37' 33" West 684.38 feet, thence by a curve to the right with a radius of 1051.35 feet and an arc distance of 255.87 feet, thence North 46° 22' 51" West 43.06 feet to the Easternmost side of the former Washington, Baltimore & Annapolis Railroad, thence with the Easternmost side North 08° 26' 32" East 1653.80 feet to the point of beginning.

Containing in all 38.948 acres of land more or less.

STATE OF MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259010

RECORDED IN LIBER 491 FOLIO 142 ON 11/1/85 (DATE)

1. DEBTOR

Name Specialty Building Products, Inc.  
Address 6792 Mid Cities Avenue, Betsville, Maryland 20705

2. SECURED PARTY

Name Marine Midland Bank, N.A., as Agent  
Address 140 Broadway, New York, New York 10015

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

3. Maturity date of obligation (if any)

RECORDING FEE 10.00  
POSTAGE .50  
STATE COURT NO. 110:51  
SEP 24 1986

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> 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:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment</p>
<p>See Schedule A attached hereto and made a part hereof</p>	
<p>Filed with the Clerk of the Circuit Court of Anne Arundel County</p>	

CR CLERK

REC'D BY CLERK  
SEP 24 1986

1986 SEP 24 AM 11:55  
E. AUBREY COLLISON  
CLERK

*Charles S. ...*  
(Signature of Debtor)

SPECIALTY BUILDING PRODUCTS, INC.

Dated 8/26/86

*J.B. Lyons, VP*  
(Signature of Secured Party)

MARINE MIDLAND BANK, N.A., AS AGENT  
Type or Print Above Name on Above Line

1050

Schedule A to Financing Statement  
by Marine Midland Bank, N.A., as Agent ("Secured  
Party") against Speciality Building Products, Inc. ("Debtor")

The UCC-1 financing statement filed by Secured Party against Debtor referred to on the annexed printed UCC form is hereby amended as follows:

the phrase "Manufacturers Hanover Trust  
Company, as Agent  
270 Park Avenue  
New York, New York 10017"

is deleted and the following phrase is substituted  
therefor:  
"Marine Midland Bank, N.A., as Agent  
140 Broadway  
New York, New York 10015"

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252970

RECORDED IN LIBER 475 FOLIO 440 ON 7/31/84 (DATE)

1. DEBTOR

Name Nevamar Corporation

Address 8339 Telegraph Road, Odenton, Maryland 21113

2. SECURED PARTY

Name Marine Midland Bank, N.A., as Agent

Address 140 Broadway, New York, New York 10015

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

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> 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:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>
<p>See Schedule A attached hereto and made a part hereof</p> <p>To be filed with Anne Arundel Clerk of Circuit Court</p>	

RECORD FEE 10.00  
POSTAGE .50  
SEP 24 1986

RECEIVED FOR RECORD  
CLERK

1986 SEP 24 AM 11:55

E. AUBREY COLLISON  
CLERK

*Clark J. Fisher*  
(Signature of Debtor)

NEVAMAR CORPORATION

Dated 8/26/86

*J.B. Lyons, VP*  
(Signature of Secured Party)

MARINE MIDLAND BANK, N.A., as AGENT  
Type or Print Above Name on Above Line

1050.

Schedule A to Financing Statement  
by Marine Midland Bank, N.A., as Agent ("Secured  
Party") against Nevamar Corporation ("Debtor")

The UCC-1 financing statement filed by Secured Party against Debtor referred to on the annexed printed UCC form is hereby amended as follows:

- (a) the phrase "Manufacturers Hanover Trust  
Company, as Agent  
270 Park Avenue  
New York, New York 10017"

is deleted and the following phrase is substituted  
therefor: "Marine Midland Bank, N.A., as Agent  
140 Broadway  
New York, New York 10015"

- (b) the following definition is added to the Defined Terms:

'"Purchase Agreement" shall mean the Stock Purchase Agreement, dated as of July 31, 1984, among Debtor, as successor-by-merger to NVM Acquisition Corporation, Chagrin Valley Company and Evergreen Capital Corporation.'

- (c) the phrase "security interest under which the Debtor is a secured party," is added immediately after the words "Patent Licenses" in the definition of "General Intangibles".

BOOK 503 PAGE 30  
FINANCING STATEMENT

RECORDED RE 12.00  
POSTAGE .50  
45034 CYT AM 110:57  
SEP 24 1986

- 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 initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 D. G. & G. Properties 958 Coachway  
 Annapoli, Maryland 21401

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street, 3rd floor  
 Attention: Sandi Ford Baltimore, Maryland 21201  
 Documentation Assistant

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, contractual 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 substitutions 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  
 D. G. & G. Properties (Seal)  
 BY: Dale A. Hall (Seal)  
 Dale A. Hall, General Partner

1986 SEP 24 AM 11:56  
 E. AUBREY COLLISON  
 CLERK

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

*Handwritten initials/signature*

*Handwritten arrow pointing down*

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

SCHEDULE A

BOOK 503 PAGE 37

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 D. G. & G. Properties, a Maryland General Partnership.

SECTION 7G CONTINUED

All rights, title and interest in any and all leases and any security deposits thereunder whether now or thereafter executed by the Debtor as lessor of all or any portion of the real property described below.

BEGINNING for the same at an iron pipe set on the West side of the Crain Highway, said pipe being located where the first line of the conveyance from William L. Dicus, et al., to William H. Dicus, by Deed dated the 18th day of July, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 14, folio 262, intersects the West side of the Crain Highway as now built; thence with the same, South 08 degrees 55 minutes East 164.95 feet to a pipe; thence leaving the Highway and running through above mentioned conveyance, South 84 degrees 58 minutes West 205.15 feet to a pipe, and North 08 degrees 55 minutes West 126.1 feet to a pipe set in the aforementioned first line: thence with the same and as corrected by magnetic variation, North 74 degrees 08 minutes East 206.2 feet to the place of beginning. Being in the Northeasternmost section of the abovementioned conveyance from William L. Dicus, et al., to William H. Dicus, and containing sixty-eight one-hundredths (0.68) of an acre of land, more or less, according to a survey and plat made by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in July, 1948.

SAVING AND EXCEPTING from the above described parcel of land all that portion conveyed in a Deed from Calvin Henry Dicus and wife to the State Roads Commission of Maryland dated August 30, 1956, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1059, folio 141.

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 9/11/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Teresa Ristaino, a sole proprietor D/B/A Classic Cuts  
Address 1410 Forest Drive; Annapolis, MD 21403

2. SECURED PARTY

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway  
Glen Burnie, Maryland 21061

RECORDING FEE 12.00  
FILING FEE .50  
RECEIVED 11:10  
SEP 24 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 (One) Custom Triple Lower Shampoo Bulkhead
- 3 (Three) Belv. #3800-622-403 Porc. Bowls
- 3 (Three) Pibbs #768 Shampoo Bowls
- 9 (Nine) Formatron Styling Chairs
- 9 (Nine) Custom Styling Stations
- 1 (One) Custom Tinting Station
- 3 (Three) Formatron Dryer Chairs
- 1 (One) K-Line #324 Combo Mani Table
- 3 (Three) Helene Curtis Coo-Temp Dryers
- 1 (One) Custom 72" Curved Reception Desk
- 1 (One) Precision 24" Coat Rack
- 2 (Two) Ergospec Receptionists Mani Operator Air Lift Chairs

All Machinery, Equipment, Accounts Receivable, and Inventories now owned or hereafter acquired including products and proceeds 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)

TERESA RISTAINO, A SOLE PROPRIETOR D/B/A CLASSIC CUTS

Teresa M. Ristaino  
(Signature of Debtor)

Teresa Ristaino - Owner  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

Elleek Golde  
(Signature of Secured Party)

Golden Mgr  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

CR CLERK

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY  
1986 SEP 24 AM 11:56  
E. AUBREY COLLISON  
CLERK

250

203533

BOOK 503 PAGE 39

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented.
1. Debtor(s) (Last Name First) and address(es) Capital Printing Company 2000 Capital Drive Annapolis, MD 21401	2. Secured Party(ies) and address(es) Royal Zenith Corporation 222 Community Dr. Great Neck, NY 11021	3. For Filing Officer (Date, Time, Number, and Filing Office)

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

ONE (1) ROYAL ZENITH 200S COLOR SCANNER COMPLETE WITH ALL STANDARD AND ACCESSORY EQUIPMENT.

SERIAL# 8530241  
Color Monitor Ser, # 1099

RECORD FEE 11.00  
POSTAGE .50  
126647 CTTI RM 111-12  
SEP 24 06

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Capital Printing Company..... <i>[Signature]</i> Signature(s) of Debtor (Or Assignor)	Royal Zenith Corporation..... <i>[Signature]</i> V.P. Signature(s) of Secured Party (Or Assignee)
--	---	---

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

CR  
RECORDED  
1986 SEP 24 AM 11:56  
E. AUBREY COLLISON  
CLERK

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)  
SUK KI & KYUNG S. MIN dba  
SAM'S CLEANERS & SHOE REPAIR  
2328 MOUNTAIN RD.  
PASADENA, MD. 21122

2. Secured Party(ies) and address(es)  
FIRST EASTERN LEASING CORP.  
30 E. PADONIA RD.  
TIMONIUM, MD. 21093

For Filing Officer (Date, Time and Filing Office)

Receipt # 255971

4. This statement refers to original Financing Statement bearing File No. Liber 483 Page 410  
Filed with Circuit Court AA County Date Filed April 1 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.

- 10.
- 1 - LANDIS K. STITCHER 411803D
  - 1 - LANDIS FINISHER 1786545
  - 1 - SINGER HEAD V 8326 13002
  - 1 - 5 In One Cutter P 8163
  - 1 - Bench Model Heel Wheel
  - 1 - Singer Stand

No. of additional Sheets presented:

FIRST EASTERN LEASING CORP.  
GINNY BERRY

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

By: GINNY BERRY 9/11/86  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC3

1050

RECEIVED FOR RECORD  
CIRCUIT COURT AA COUNTY  
1986 SEP 24 AM 11:56  
E. AUBREY COLLISON  
CLERK

## FINANCING STATEMENT

BOOK 503 PAGE 41

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.

-----

THIS FINANCING STATEMENT, dated the 19<sup>th</sup> day of September, 1986, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

THIRD GREENTREE ASSOCIATES LIMITED PARTNERSHIP, a  
Maryland limited partnership  
c/o The Artery Organization, Inc.  
7200 Wisconsin Ave., Suite 1100  
Bethesda, Maryland 20814

2. Secured Party's name and address:

YORK ASSOCIATES, INC.  
3201 New Mexico Avenue, N.W.  
Washington, D.C. 20016

3. Maturity date of obligation: October 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

RECORD FEE 15.00  
POSTAGE 50  
HOURS CHAS R02 114-28  
SEP 24 86

RECEIVED FOR RECORD  
CIRCUIT COURT, ANN. COUNTY

1986 SEP 24 PM 2:29

E. AUBREY COLLISON  
CLERK

1500  
500

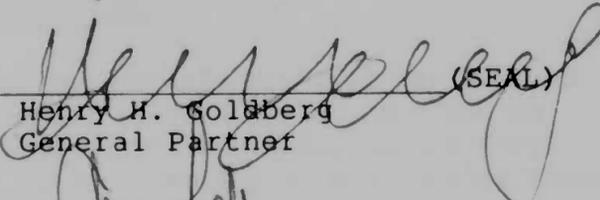
thereof, whether now in existence or hereafter arising, and relating to, situated or located on, or used or usable in connection with the operation of Greentree III, located in Glen Burnie, Maryland.

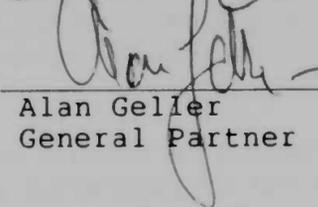
- 5. The above described goods are affixed or to be affixed to the improvements on the land located in the County of Anne Arundel, State of Maryland, and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

DEBTOR

THIRD GREENTREE ASSOCIATES  
LIMITED PARTNERSHIP, a Maryland  
limited partnership

By:  (SEAL)  
Henry H. Goldberg  
General Partner

By:  (SEAL)  
Alan Geller  
General Partner

SECURED PARTY

YORK ASSOCIATES, INC., a  
District of Columbia corporation

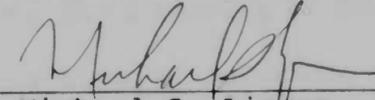
By:  (SEAL)  
Michael I. Lipson  
Executive Vice President

EXHIBIT "A"

Being a part of Plat One as shown on a plat of subdivision entitled, "Plat One, Greentree", and recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 57 at Plat No. 2 and part of Plat Two as shown on a plat of subdivision entitled "Plat Two, Greentree", and recorded among the aforesaid Land Records in Plat Book 57 as Plat No. 3, and being also all of that parcel of land described in a deed from Second Greentree Associates to Third Greentree Associates, dated December 15, 1976 and recorded among the aforesaid Land Records in Liber 2917 at Folio 686.

Beginning for the same at a point on the easterly right of way line of Glen Burnie By-Pass Expressway as shown on the aforesaid plat recorded in Plat Book 57 as Plat No. 2, said point being at the beginning of the North 07°27'41" West, 460.00 foot plat line as shown on said plat and running thence with part of said right of way line the three (3) following courses and distances:

1. North 07°27'41" West, 460.00 feet.
2. North 05°12'53" West, 151.56 feet to a point of curvature
3. 73.91 feet along the arc of a curve deflecting to the right having a radius of 1102.18 feet and a long chord bearing of North 05°32'25" West, 73.89 feet, thence leaving said easterly right of way line and running the following seventeen (17) courses and distances:
  1. North 89°10'00" East, 356.40 feet to a point of curvature,
  2. 90.00 feet along the arc of a curve deflecting to the right having a radius of 710.00 feet and a long chord bearing of North 11°24'04" East 89.94 feet
  3. South 74°58'03" East, 42.00 feet to a point of curvature
  4. 40.00 feet along the arc of a curve deflecting to the right having a radius of 668.00 feet and a long chord bearing of North 16°44'53" East, 39.99 feet
  5. South 71°32'12" East, 28.00 feet to a point of curvature
  6. 194.44 feet along the arc of a curve deflecting to the left having a radius of 640.00 feet and a long chord bearing South 09°45'35" West, 193.70 feet to a point of compound curvature
  7. 422.71 feet along the arc of a curve deflecting to the left having a radius of 795.00 feet and a long chord bearing of South 14°10'34" East, 417.75 feet
  8. North 59°09'00" East, 222.60 feet
  9. North 13°39'53" East, 103.14 feet
  10. North 43°31'52" East, 110.35 feet
  11. North 23°25'43" East, 163.48 feet
  12. North 61°40'53" East, 237.75 feet
  13. North 15°07'35" West, 147.97 feet
  14. North 67°32'19" East, 140.37 feet
  15. South 26°00'23" East, 242.68 feet
  16. South 62°05'45" West, 166.20 feet
  17. South 22°02'23" East, 98.04 feet to a point at the beginning of the South 59°09'00" West, 749.16 foot plat line as shown on the aforesaid plat recorded in Book No. 57, Page 3 and running with said line extended South 59°09'00" West, 1244.86 feet to intersect the aforesaid easterly right of way line of Glen Burnie By-Pass Expressway, thence running with said right of way line 79.38 feet along the arc of a curve deflecting to the right having a radius of 950.00 feet and a long chord bearing of North 19°11'29" West, 79.35 feet to the place of beginning containing 413,820.32 square feet or 9.5000 acres.

Together with and subject to the terms and provisions of Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 2920 at folio 44 of the land records of Anne Arundel County, Maryland.

FINANCING STATEMENT

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es)  Delmarva Engineering Associates, Ltd. P. O. Box 690 Severna Park, Maryland 21146	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: <i>Lesly E Taylor</i>  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.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (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:

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.

One 1977 Piper Cherokee PA 28140 Cruiser Airplane

*N 38190 SN 28-7725260*

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: \$ 7,000.00

DEBTOR:

Delmarva Engineering Associates, Ltd.  
(Type Name)

By: *[Signature]*  
By: \_\_\_\_\_

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

*[Signature]*

Deborah O. Kasper, AVP  
(Type Name)

*7-30* 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

*1100*

1986 SEP 24 PM 2:44  
E. AUBREY COLLISON  
CLERK

BOOK 503 PAGE 45 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

263842

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 AMERICAN LIHTOGRAPH INC.

Address 611 J. Hammond Ferry Road, Linthicum, Maryland 21090

2. SECURED PARTY

Name Rockwell Graphic Systems, Inc.

Address 800 East Oak Hill Drive, Westmont, IL 60559

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 Wohlenberg Three Knife Trimmer, Model FM 50, with all standard equipment and related accessories. Serial number 3214-018

ASSIGN TO: Rockwell International  
Credit Corporation  
600 Grant Street  
Pittsburgh, PA 15219

This filing covers a conditional sales contract and is not subject to recordation tax.

CHECK  THE LINES WHICH APPLY

6.  (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)

American Lithograph Inc.  
(Signature of Debtor)

American Lithograph, Inc.  
Type or Print Above Name on Above Line

Barbara L Richards  
(Signature of Debtor)

BARBARA L RICHARDS  
Type or Print Above Signature on Above Line

George J. Crawley  
(Signature of Secured Party)

George J. Crawley, Asst. Treasurer  
Type or Print Above Signature on Above Line

1986 SEP 24 PM 2:53  
RECEIVED FOR RECORD  
CLERK E. AUBREY COLLISON

12 00  
122701 111 801  
SEP 24 86

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263943

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. \$5,000.00

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

This financing statement Dated 9 September 1986 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James M. McCully and Frances V. McCully
Address 717 Bay Ridge Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, 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)

1986 200hp Suzuki Serial #601469

RECEIVED FOR RECORD
COUNTY OF ANNE ARUNDEL
1986 SEP 24 PM 3:17
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

(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)

12-1-86

James M. McCully (Signature of Debtor)

James M. McCully Type or Print Above Name on Above Line

Frances V. McCully (Signature of Debtor)

Frances V. McCully Type or Print Above Signature on Above Line

Bay National Bank

(Signature of Secured Party)

David S. Proctor, Senior Loan Officer Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263844

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 August 5, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name X-Tend, Inc dba Summit Mountaineering
Address 2138 B General Highway, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank
Address 261 River Road, Building 700
ANNAPOLIS, MD 21401

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

3. Maturity date of obligation (if any) August 5, 1989

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

All Inventory, Equipment, Accounts and Rights to Payment and General Intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) of such Inventory, Equipment, Accounts and other Rights to Payment, and General Intangibles.

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 to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X-Tend, Inc dba Summit Mountaineering

(Signature of Debtor)

William J Hais
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

(Signature of Secured Party)

David S. Proctor

Type or Print Above Signature on Above Line

1280

C.B. CLERK

RECEIVED FOR RECORDS
CHIEF CLERK, CLERK

1986 SEP 24 PM 3:17

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 503 PAGE 48  
Identifying File No. 263845

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 Azar Storage, Inc.  
Address 1799 Margaret Avenue, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank  
Address 2661 Riva Road, 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)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

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 be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

1150

AZAR Storage, Inc.

*[Signature]*  
(Signature of Debtor)

William H. Eaton

Type or Print Above Name on Above Line

*[Signature]*

(Signature of Debtor)

HENRY GARRIS

Type or Print Above Signature on Above Line

Bay National Bank

*[Signature]*  
(Signature of Secured Party)

David Shuster

Type or Print Above Signature on Above Line

C. B. CLERK

RECEIVED FOR RECORD  
CREDIT DIVISION  
STATE OF MARYLAND

1986 SEP 24 PM 3:17

E. AUBREY COLLISON  
CLERK

STATE OF MARYLAND

BOOK 503 PAGE 49

FINANCING STATEMENT FORM UCC-1

Identifying File No. 763846

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 7 August 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mark D. Slater t/a The Welsh Dragon
Address 211 Main Street, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, 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)

All inventory, equipment, accounts and other rights to payment, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash and non-cash) of such inventory, equipment, accounts and other rights to payment, and general intangibles.

CHECK THE LINES WHICH APPLY

(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)

Mark D. Slater t/a The Welsh Dragon

Signature of Debtor

Mark D. Slater

Type or Print Above Name on Above Line

Signature of Debtor

Mark D. Slater, Individually

Type or Print Above Signature on Above Line

Bay National Bank

Signature of Secured Party

M T WARD

Type or Print Above Signature on Above Line



RECEIVED IN CLERK'S OFFICE

1986 SEP 24 PM 3:17

E. AUBREY COLLISON CLERK

1230.

263847

BOOK 503 PAGE 50

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	_____
Date & Hour	_____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

Ramsey, Inc.	5910 Vacation Lane	Deale,	Md.	20751
--------------	--------------------	--------	-----	-------

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

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, contract rights, choses in action, rights, interests, payments, drafts, contracts, contract rights, choses in action, and general intangibles, whether now owned or hereafter acquired, and all accretions, accessions and additions thereto, substitutions, accessories, and improvements therefor, and replacements and proceeds.

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~~ 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)

Ramsey, Inc.

*Roger R. Ramsey*  
 \_\_\_\_\_  
 Roger R. Ramsey  
 (Type or print name under signature)

ITT Commercial Finance Corp. (Seal)

(Corporate, Trade or Firm Name)

*Paul J. Holt*  
 \_\_\_\_\_  
 Signature of Secured Party or Assignee  
 BRANCH OPERATIONS MGR.  
 (Owner, Partner or Officer and Title)  
 (Signatures must be in ink)

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP 24 PM 3:18  
E. AUBREY COLLISON  
CLERK

RECEIVED ITT-CFO

SEP 15 1986

CHERRY HILL

263848

BOOK 503 PAGE 51

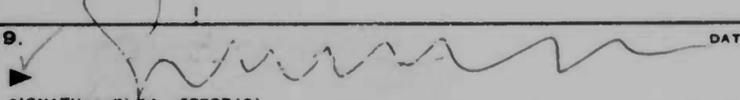
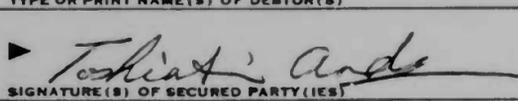
This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) FREDERICK WEISMAN COMPANY		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 95-3339361	
1B. MAILING ADDRESS 6710 BAY MEADOW DRIVE		1C. CITY, STATE GLEN BURNIE, MARYLAND	1D. ZIP CODE 21061
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME: TOKAI BANK OF CALIFORNIA MAILING ADDRESS: 534 WEST SIXTH STREET CITY: LOS ANGELES STATE: CALIFORNIA ZIP CODE: 90014		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A B A. NO. 16-20 1220	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME: MAILING ADDRESS: CITY: STATE: ZIP CODE:		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A B A. NO.	

6. 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 by instruction 4).

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

THIS FILING IS EXEMPT FROM THE RECORDATION TAX.

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input checked="" type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n)	
9. SIGNATURE(S) OF DEBTOR(S)  DATE: 6-27-86 FREDERICK WEISMAN COMPANY BY: FREDERICK WEISMAN, PRESIDENT TYPE OR PRINT NAME(S) OF DEBTOR(S)		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)   RECEIVED FOR RECORD SACRAMENTO COUNTY 1986 SEP 24 PM 3:20 E. AUBREY COLLISON CLERK
SIGNATURE(S) OF SECURED PARTY(IES)  TOKAI BANK OF CALIFORNIA BY:		
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)		
11. Return copy to: NAME: DATASEARCH, INC. Toll Free (800) 452-3282 ADDRESS: P.O. Box 15406 Sacramento, CA 95851 CITY: NATIONWIDE SERVICES STATE: • Uniform Commercial Code • Department of Motor Vehicles • Corporate • General Account Number 13568 ZIP CODE:		
(1) FILING OFFICER COPY		FORM UCC-1—FILING FEE \$3.00 Approved by the Secretary of State

1150

EXHIBIT A

DEBTOR: FREDERICK WEISMAN COMPANY

All of Debtor's beneficial right, title and interest in and to that certain Shareholder Agreement, dated January 28, 1985, by and between Debtor and Security Pacific Corporation ("Shareholder Agreement") pertaining to Century Credit Corporation, a Delaware corporation, and any renewals, replacements, or substitutions thereof, or additions thereto, and any or all rights of the Debtor to require Security Pacific Corporation, or any assignee or successor-in-interest of Security Pacific Corporation (collectively referred to as "Security Pacific") to purchase any or all of Debtor's Century Credit Stock; any and all interest, stock rights, rights to subscribe, liquidating dividends, stock dividends, dividends paid in stock, new securities or other property which Debtor is or may become entitled to receive on account of any of the foregoing; together with all proceeds and products of the foregoing, including but not limited to insurance proceeds, money, deposit accounts, letters of credit, goods, and any other voluntary or involuntary disposition of any of the foregoing which Debtor is or may become otherwise entitled to receive on account of any of the foregoing. (All of the terms used herein shall have the meanings set forth in the California Uniform Commercial Code.)

25800

DATASEARCH, INC.  
P. O. Box 15406  
Sacramento, CA 95851-0406  
13568

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):

Russ's Video Entertainment  
Name or Names—Print or Type  
2441 - C Mountain Road, Pasadena, A.A., Maryland 21122  
Address—Street No., City - County State Zip Code

RUSSELL V. KNIGHT  
Name or Names—Print or Type  
1846 Cedar Drive, Severn, A.A., Maryland 21144  
Address—Street No., City - County State Zip Code

2. Secured Party:

Al Yoviene  
Name or Names—Print or Type  
Long Haul Farm, Box 160, St. Michaels, Talbot, Maryland 21663  
Address—Street No., City - County State Zip Code

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

ATTACHED

RECORDING FEE 12.00  
POSTAGE .50  
#00318 0237 102 110:30  
SEP 25 86

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.

DEBTOR(S):

SECURED PARTY:

x Russell V. Knight  
(Signature of Debtor)

Business Management Corporation  
(Company, if applicable)

Russ's Video Entertainment  
Type or Print

x Russell V. Knight  
(Signature of Debtor)

Al Yoviene  
(Signature of Secured Party)

Russell V. Knight  
Type or Print

Al Yoviene, president  
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 Al Yoviene, Long Haul Farm, Box 160, St. Michaels, Maryland 21663

Lucas Bros. Form F-1

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP 25 AM 10:19

E. AUBREY COLLISON  
CLERK

12-99  
50



BUSINESS LOAN SECURITY AGREEMENT for "RUSS'S VIDEO ENTERTAINMENT"

Russell V. Knight, T/A "Russ's Video Entertainment" ( the debtor ), an individual in the State of Maryland, in consideration of financial accommodations given by Al Yoviene, (the lender) agrees as follows:

1) As security for the due and punctual payment of any and all of the notes dated August 25, 1986 from the debtor to the lender in the amount of \$28,000.00, the debtor hereby grants to the lender a continuing security interest in all the collateral (as defined below), whether now or hereafter existing or acquired.

Collateral---

Inventory- All of the inventory of the debtor, of every type or description now owned and hereafter acquired and wherever located, all present, and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

2) Debtor represents and warrants that :

a) no litigation or other proceeding before any court or administrative agency is pending, or to the knowledge of debtor, is threatened against debtor, the outcome of which could materially impair debtor's financial condition or its ability to carry on the business.

b) its principal business operation (the business) is video cassettes and that, it is duly organized and existing in good standing under the laws of the jurisdiction stated above; the execution, delivery and performance of the agreement and other documents and instruments required under this agreement and the issuance of any notes by debtor are within its power, have been duly authorized, and are not in contravention of the law, or the terms of any indenture, agreement or undertaking to which debtor is party or by which it is bound.

3) Debtor agrees in the occurrence of non-payment when due of any obligations to the lender, the lender is authorized to take possession of the collateral or any part thereof to satisfy the remaining amount of debt to the lender.

IN WITNESS WHEREOF, the debtor has duly executed or caused to be executed this Business Loan Security Agreement, under seal, this day of August 25, 1986

  
\_\_\_\_\_  
RUSSELL V. KNIGHT, individual

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 478 Page No. 305  
Identification No. 254103 Dated October 3, 1984

1. Debtor(s) { DUNKIN' DONUTS OF MARYLAND, INC. and  
DUNKIN' DONUTS OF AMERICA, INC.  
Name or Names—Print or Type  
5 Pacella Park Dr., P. O. Box 317, Randolph, MA. 02368  
Address—Street No., City - County State Zip Code

2. Secured Party { DUNKIN' DONUTS OF GLEN BURNIE, INC.  
Name or Names—Print or Type  
1906 Hiden Point Road, Annapolis, A.A. Co., Md. 21401  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) October 1, 1994

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> 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:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <u>TERMINATION</u></p>

The above Financing Statement was assigned by the Secured Party unto John Padussis, Rose Padussis, Constantine John Padussis and Patricia Padussis, Co-Trustees for John and James Constantine Padussis, and to Lanelle Fisher and Rose Padussis, Co-Trustees for Louis G. Fisher, Assignees, on February 22, 1985.

1986 SEP 26 RH 10:24  
E. AUBREY COLLISON  
CLERK  
CP  
CLERK 1260  
COUNTY

RECORD FEE 10.00  
POSTAGE .50  
#00841 C237 R02 T10:24  
SEP 26 86

Dated: September 26, 1986, JOHN PADUSSIS, et al

Name of Secured Party  
John Padussis  
Signature of Secured Party

John Padussis, individually and as agent for the  
Type or Print (Include Title if Company) above assignees

Lucas Bros. Form T-1

RETURN TO: Harry J. Anderson, Esquire, 8225 Carrbridge Circle, Towson, Md. 21204  
Telephone 301-825-5339

10-27 50

BC-4769

263850

TO BE RECORDED IN THE:

- ~~1. Financing Statement Records of the Maryland State Department of Assessments and Taxation~~
- 2. Financing Statement Records of Anne Arundel County, Maryland
- ~~3. Land Records of Anne Arundel County, Maryland~~

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

LEGUM CROMWELL JOINT VENTURE  
7223 Parkway Drive  
Hanover, Maryland 21076

2. NAME AND ADDRESS OF SECURED PARTY:

THE RIGGS NATIONAL BANK  
OF WASHINGTON, D.C.  
800 17th Street  
8th Floor  
Washington, D.C. 20006  
Attn: Real Estate Department

3. This Financing Statement covers all of the following property of the Debtor:

A. Equipment. The interest of the Debtor in all of the building materials, machinery, fixtures, furniture, and personal property of every kind and nature whatsoever (other than consumable goods, the Debtor's inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the premises described in Exhibit A attached hereto

1986 SEP 26 AM 11:56  
ANNE ARUNDEL COUNTY  
E. AUBREY COLLISON  
CLERK

RECORD FEE 20.00  
POSTAGE 50  
500482 0055 802 11:53  
SEP 26 86

200/2

(the "Premises")), now or hereafter located or contained in or upon or attached to the Premises, and used or usable in connection with any present or future use or operation of the Premises, whether now owned or hereafter acquired by the Debtor, together with all replacements thereof and substitutions therefor, and the proceeds thereof.

B. Leases. All of the Debtor's right, title, and interest, including, without limitation, all of the Debtor's accounts, with respect to any and all leases executed by the Debtor, as lessor of any part or parcel of the Premises and the improvements thereon located, whether now in existence or hereafter created, and the proceeds thereof.

C. Contracts of Sale. All of the Debtor's right, title, and interest, including, without limitation, all of the Debtor's accounts, with respect to any and all contracts of sale executed by the Debtor, as seller of any part or parcel of the Premises and the improvements thereon located, whether now in existence or hereafter created, and the proceeds thereof.

D. Miscellaneous. All rents, issues, proceeds, licenses, franchises, permits, income, profits, and royalties now or hereafter accruing from and/or affecting the Premises, including but not limited to all rights to insurance and condemnation proceeds.

E. Proceeds and Products. Proceeds and products of the collateral are also covered.

4. Not subject to recordation tax.

DEBTOR:

LEGUM CROMWELL JOINT VENTURE

By: CROMWELL FARMS, INC.,  
General Partner

By *George T. Cromwell, Jr.* (SEAL)  
George T. Cromwell, Jr.,  
President

By: PARKWAY INDUSTRIAL CENTER  
LIMITED PARTNERSHIP,  
General Partner

By *Leslie Legum* (SEAL)  
Leslie Legum,  
General Partner

RETURN TO:

Catherine A. Arnold  
The Riggs National Bank  
of Washington, D.C.  
800 17th Street  
8th Floor  
Washington, D.C. 20006

EXHIBIT A

Property Description

All that lot or parcel of land lying and being situate in Anne Arundel County, Maryland, as more particularly described as follows:

BEING KNOWN AND DESIGNATED as "Lot 1, Plat Two, Business Park at the Airport, Area Two, Plat 2 of 3" which Plat is recorded among the Plat Records of Anne Arundel County at Plat Book 101, Page 35, Plat No. 5260.

ATLANTIC TITLE COMPANY  
30 South Charles Street  
BALTIMORE, MARYLAND  
BALTIMORE 20, MARYLAND

1986 SEP 29 AM 10:31  
E. AUBREY COLLISON  
CLERK  
ANNAPOLIS, MARYLAND

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ .....

To be Recorded in Land Records (For Fixtures Only)

Name of Debtor

Address

S. Charles Zandford

795B Fairview Avenue  
Annapolis, Md. 21403

Secured Party

Address

Farmers National Bank of Maryland

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):

1986 Formula, Model F242LS, VIN TNRM56541586

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  
POSTAGE .50  
TOTAL DUES \$11.50  
SEP 29 86

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

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)

*S. Charles Zandford*  
S. Charles Zandford

FARMERS NATIONAL  
BANK OF MARYLAND

BY *Earl C. McNay*  
Earl C. McNay, AVP

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

11.00  
50

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

NAME	ADDRESS
1. Debtor(s)	City State
<b>Liberty Truck Parts, Inc.</b>	<b>8 Old Solomons Island Rd. Annap., Md. 21401</b>

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  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)

**Liberty Truck Parts, Inc.**

Secured Party: **SOVRAN BANK/MARYLAND**

By: *Thomas A. Holland, III*

By: *William M. Garren President*  
**William M. Garren, President**

Type Name **Thomas A. Holland, III**

Title **Vice President**

Type or Print Name and Title of Each Signature

RECEIVED FOR RECORD  
CLERK  
C.B.  
SEP 29 1986

1986 SEP 29 AM 11:43

E AUBREY COLLISON  
CLERK

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 \$ 180,000.00 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) Address(es)  
 Ronald D. Simms 115 Jack Pine Drive  
 Theresa R. Simms Pasadena, Maryland 21122

6 Secured Party Address: Real Estate and Mortgage Division  
 MARYLAND NATIONAL BANK 10 Light Street  
 Attention: Charles S. Fitzgerald Fifth Floor  
 Baltimore, Maryland 21202

RECORD FEE 12.00  
 POSTAGE .50  
 025493 0340 MW 108150  
 SEP 18 86

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 September 4, 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)  
Ronald D. Simms (SEAL)  
 Ronald D. Simms  
Theresa R. Simms (SEAL)  
 Theresa R. Simms

Secured Party  
 MARYLAND NATIONAL BANK  
 By Charles S. Fitzgerald (SEAL)  
 Charles S. Fitzgerald  
 Vice President  
 Type name and title

C. B. COLLISON CLERK

1986 SEP 18 AM 10:50

E. AUBREY COLLISON CLERK

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

12/2

PARCEL I:

BEING KNOWN AND DESIGNATED as Lots 9, 10, 11, 12, 29, 30, 31 and 32, "Clearwater Beach", as the same are shown on Plat No. 2 of "Clearwater Beach", which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 49.

TOGETHER with the benefits, exemptions, privileges and easements as set forth in a Deed and Agreement from The Clearwater Beach Company to Warren B. Sayman, dated May 22, 1961, and recorded among the Land Records of Anne Arundel County in GTC Liber 1479, folio 476.

SAVING AND EXCEPTING so much of said property which by Deed dated May 24, 1978, and recorded among the Land Records of Anne Arundel County in WGL Liber 3088, folio 821, was granted and conveyed by William H. Thorley and North Arundel Savings and Loan Association, Inc., unto the State of Maryland to the use of the State Highway Administration of the Department of Transportation.

PARCEL II:

BEING all that lot of ground consisting of 0.079 acres, more or less and being further designated as Parcel 2 on the State of Maryland Department of Transportation State Highway Administration State Roads Commission Plat No. 46506 revised September 11, 1978.

BEING the same lots of ground described in a Deed dated June 15, 1984, and recorded among the Land Records of Anne Arundel County in Liber EAC 3755, folio 583, which was granted and conveyed by William H. Thorley and William F. Patterson unto the within named grantor.

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal
- Amount is \$ 30,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Adams Medical, Inc.

117 Gibraltar St.  
Annapolis, MD 21401

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):

All accounts receivable, inventory and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts receivable, inventory and equipment, and a Subordination Agreement.

- 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 } of the collateral are also specifically covered.
- Products }

- 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)

Adams Medical, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY:

*Michael Selby*

BY:

*Ross Selby*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

RECORDING FEE 11.00  
RECORD TAX 210.00  
POSTAGE .50  
900047 0237 102 113:58  
SEP 29 86



RECEIVED FOR RECORD  
CLERK COUNTY  
1986 SEP 29 PH 1:59  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

11.98  
210.00  
- 50

FINANCING STATEMENT

1. Name of Debtors:  
Recording Officer: Please index under the name of each of the Debtors.

- (a) Institute for Resource Management, Inc.
- (b) Norco Technical Services, Inc.

Address: c/o Institute for Resource Management, Inc.  
 The Friary  
 1600 Winchester Drive  
 Annapolis, MD 21403  
 Attention: Jerry Donahoe

2. Name of Secured Party: MARYLAND NATIONAL INDUSTRIAL FINANCE CORPORATION  
 Address: 502 Washington Avenue  
 Towson, Maryland, 21204

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

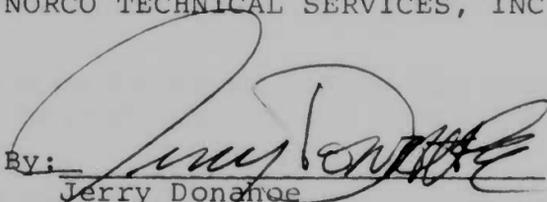
THE COLLATERAL IS DESCRIBED ON SCHEDULE A WHICH IS A PART OF THIS FINANCING STATEMENT.

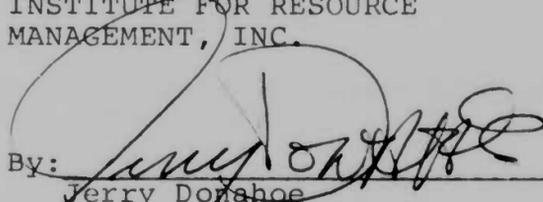
RECORDED FEE 14.00  
 RECORD TAX 3444.00  
 POSTAGE 50  
 HOUSE C237 R02 71409  
 SEP 29 86

Debtor's Signature:

NORCO TECHNICAL SERVICES, INC.

INSTITUTE FOR RESOURCE MANAGEMENT, INC.

By:   
 Jerry Donahoe  
 President

By:   
 Jerry Donahoe  
 President

Mr. Clerk: Return to Miles & Stockbridge  
 10 Light Street  
 Baltimore, Maryland 21202  
 ATTN: Mabeth W. Hudson

C. B. CLERK

RECORDED FOR COUNTY

1986 SEP 29 PM 2:10

E. AUBREY COLLISON  
CLERK

MWH17/H

14.00  
 3444.00  
 .50

The following types (or items) of property are covered:

1. All of the Debtor's accounts, contract rights, instruments, documents, chattel paper and general intangibles, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to the Secured Party (the "Receivables").
2. All of the Debtor's inventory, whether now owned or hereafter acquired, including all goods (including finished goods and packing, packaging and shipping materials) which are held for sale or lease or which are to be furnished under contracts for services, or which have been so furnished or which are raw materials, work in process or materials used or consumed in the Debtor's business and all documents of title and negotiable and non-negotiable warehouse receipts representing any thereof (the "Inventory").
3. All of the Debtor's equipment, whether now owned or hereafter acquired, including all goods for use in the Debtor's business (including vehicles, machinery, furniture and trade fixtures) with all parts, equipment and attachments relating thereto (the "Equipment").
4. (a) All of the Debtor's right, title and interest in and to the goods and other property represented by or securing any of the Receivables, including, but not limited to, all returned, rejected or repossessed goods, the sale, lease or furnishing under contracts for service of which shall have given or shall give rise to any of the Receivables; (b) all of the Debtor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin and reclamation; (c) all additional amounts due to the Debtor from any Customer, irrespective of whether such additional amounts have been specifically assigned to the Secured Party; (d) all of the Debtor's right, title and interest in other property, including warranty claims, relating to any goods whatsoever given as security to the Secured Party; (e) if and when obtained by the Debtor, all guarantees, mortgages, security interests, assignments and other encumbrances on real or personal property, leases or other agreements or property securing or relating to the Receivables, the Inventory or the Equipment, or acquired for the purpose of securing and enforcing any of the Receivables; and (f) any other goods, personal property or real property now owned or hereafter acquired in which the Debtor has expressly granted a security interest or may in the future grant a security interest to the Secured Party under any agreement between the Secured Party and the Debtor.
5. All of the Debtor's ledger sheets, files, records, books of account, business papers and documents relating to the collateral referred to in items 1, 2, 3 and 4 above and item 6 below.
6. All proceeds and products of the collateral referred to in items 1, 2, 3, 4 and 5 above in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or documents, or proceeds of the sale, lease or other disposition of any and all of the Inventory.

As used herein, the term "Customer" shall mean and include the account debtor with respect to any of the Receivables and/or the prospective purchaser of goods, services or both with respect to any contract or contract right, and/or any party who enters into or proposes to enter into any contract or other arrangement with the Debtor, pursuant to which the Debtor is to deliver any personal property or perform any services.

\_\_\_\_\_(Debtor)

MARYLAND NATIONAL INDUSTRIAL  
FINANCE CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

CERTIFICATE FOR ALLOCATION  
OF MARYLAND RECORDATION TAX

TO: CLERK, CIRCUIT COURT OF ANNE ARUNDEL COUNTY, MARYLAND

RE: Credit facilities aggregating \$8,000,000 (the "Loans") to the undersigned corporations (the "Debtors") from Maryland National Industrial Finance Corporation

With respect to the Loans and the real and personal property (the "Collateral") securing the Loans, the Debtors certify to the best of their knowledge and information as follows:

1. Value of accounts, general intangibles, inventory and other exempt collateral and equipment and other non-exempt Collateral not located in Maryland \$ 9,160,291
2. Value of real estate, equipment and other non-exempt Collateral located in Maryland \$ 600,000
3. Total Value of Collateral \$ 9,760,291
4. Computation of Amount of Debt Exempt from Recordation Tax

Value of Exempt Collateral and Non-Exempt Collateral Not Located in Maryland	X	Total Debt Secured	=	Amount of Debt Exempt from Tax
Value of Total Collateral				
\$ <u>93.85%</u>		\$ 8,000,000	=	\$ 7,508,000

5. Amount of Non-Exempt Debt \$ 492,000

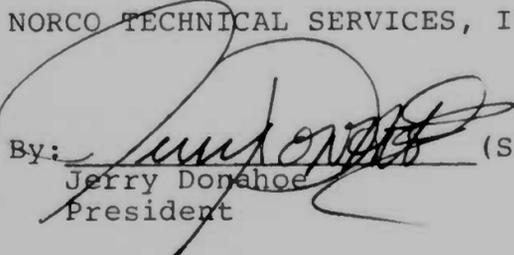
6. Computation of Percentage of Recordation Tax

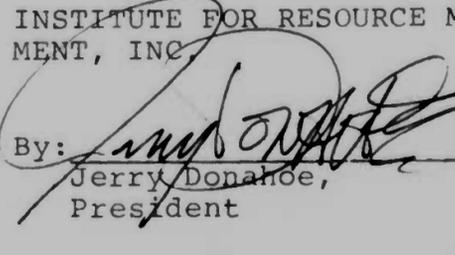
Amount of Non-Exempt Debt	X	Rate of Recordation Tax	=	Recordation Tax Payable
\$ 492,000		\$ <u>7.00</u> \$1,000.00	=	\$ 3,444.00

The Debtor certifies that recordation tax on the principal amount of \$ 3,444.00 was paid to the Clerk, Circuit Court for Anne Arundel County upon the filing of this Certificate or a duplicate hereof with respect to financing statements securing the Loans.

NORCO TECHNICAL SERVICES, INC.

INSTITUTE FOR RESOURCE MANAGEMENT, INC.

By:  (SEAL)  
Jerry Donahoe  
President

By:  (SEAL)  
Jerry Donahoe,  
President

MWH17/E

Mailed to Secured Party

FINANCING STATEMENT

263978

PARTIAL RELEASE

1. Name of Debtors:

- (a) Phillips Corporation
- (b) Phillips Export/Import, Inc.
- (c) Phillips Financial Services, Inc.
- (d) Phillips Federal Systems, Inc.
- (e) Phillips Machinery, Inc.
- (f) Industrial Computer Solutions, Inc.
- (g) The Viereck Company
- (h) Versa-Mil, Inc.
- (i) Haeger, Incorporated

Address: c/o Phillips Corporation  
 114 Forbes Street  
 Annapolis, Maryland 21401

SECURED FE 10.00  
 FEE 50  
 BALANCE 11242  
 SEP 29 86

2. Name of Secured Party: MARYLAND NATIONAL INDUSTRIAL FINANCE CORPORATION

Address: 502 Washington Avenue  
 Towson, Maryland 21204

3. This Financing Statement refers to original Financing Statement bearing File No. 262700, Filed with Anne Arundel County, Date Filed 7/11/86

4. Secured Party releases the collateral described on Schedule A which is attached hereto and made a part hereof.

5. Signature of Secured Party:

MARYLAND NATIONAL INDUSTRIAL  
 FINANCE CORPORATION

By: Stephen Cromwell  
 Name:  
 Title: Vice President

Mr. Clerk: Return to Miles & Stockbridge  
 10 Light Street  
 Baltimore, Maryland 21202  
 Attention: Frederick W. Runge, Jr.

Mail to \_\_\_\_\_

500-21  
 1050

Mailed to Secured Party



RECEIVED  
 CLERK  
 ANNE ARUNDEL COUNTY

1986 SEP 29 PM 2:49

AUDREY COLLISON  
 CLERK

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)  
Smith & Davis Manufacturing Co.  
1180 Central Industrial Avenue  
St. Louis, Missouri 63110  
(see attached Exhibit A for additional addresses)

2 Secured Party(ies) and address(es)  
Mercantile Business Credit, Inc.  
8000 Maryland Avenue  
Suite 300  
Clayton, Missouri 63105

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

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

See attached Exhibit B

ASSIGNEE OF SECURED PARTY

RECORD FEE 21.00  
POSTAGE 5.03

SEP 29 1986

#27237 0777 R01 712:49

RECORD FEE 21.00  
POSTAGE 5.03  
No. of additional sheets presented 49

Check  if covered.  Proceeds of Collateral are also covered  Products of Collateral are also covered

Filed with: Anne Arundel County, Maryland

SMITH & DAVIS MANUFACTURING CO.

MERCANTILE BUSINESS CREDIT, INC.

By: Robert J. Mount VP  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party(ies)

SEP 29 1986

(1) Filing Officer Copy - Alphabetical

2/50



1986 SEP 29 PM 3:22

E. AUBREY COLLISON  
CLERK

EXHIBIT A

BOOK 503 PAGE 70

14323 South Outer Forty Road  
Chesterfield, Missouri 63017

4328 Bridgeton Industrial Drive  
Bridgeton, Missouri 63044

401 West North Second Street  
Wright City, Missouri 63390

500 26th Avenue  
Miami, Oklahoma 74354

575 Hillcrest East  
Lake Quivera, Kansas 66106

Box AM  
601 Johnson Avenue  
Belle, Missouri 65013

P. O. Box 50  
Crystal City, Missouri 63019

Airport Road  
Festus, Missouri 63028

5301 Tacony St. Bldg. 58  
Philadelphia, Pennsylvania 19137

220 Wavel Street  
Syracuse, New York 13206

154 Pleasant Street  
Lynn, Massachusetts 01910

Unit A Bush Terminal  
44th Street and First Avenue  
Brooklyn, New York 11232

P. O. Box 326  
Ledgewood, New Jersey 07852

Richard Boynton Road  
Dover, New Jersey 07801

8125 Stayton Road  
Jessup, Maryland 20794

2740 Smallman Street  
Pittsburgh, Pennsylvania 15222

862 Industrial Drive  
Elmhurst, Illinois 60120

Sanford Airport - Bldg. 8  
2841 Mellonville Avenue  
Sanford, Florida 32771

14322 Bonelli  
City of Industry, California

351 Allerton  
S. San Francisco, California 94080

404 Washington  
Houston, Texas 77001

615 109th Street  
P. O. Box 5822  
Arlington, Texas 76011

305 Upland Drive  
Seattle, Washington 98188

1131-59 Coliseum Road  
San Antonio, Texas 78208

7000 Lonyo  
Dearborn, Michigan 48126

4400 Florida Avenue  
New Orleans, Louisiana 70117

5300 C Adamo Drive  
Tampa, Florida 33619-3234

2915 Shader Road  
Orlando, Florida 32804

1365 English Street, N.W.  
Atlanta, Georgia 30318

4200 North 29th Terrace  
Hollywood, Florida 33020

3910 Senator Street  
Memphis, Tennessee 38188

4001 Raleigh Street  
Charlotte, North Carolina 28225

19400 Holland Road  
Cleveland, Ohio 44124

2360 West County Road C  
St. Paul, Minnesota 55113

#848 Kilometer 3.2  
San Antonio Industrial Park  
St. Just, Carolina, Puerto Rico 00750

EXHIBIT B

BOOK 503 PAGE 72

All of the Debtor's right, title and interest in and to each of the following, wherever located and whether now or hereafter existing or now owned or hereafter acquired or arising:

(a) any and all rights to the payment of money or other forms of consideration of any kind (whether classified under the Uniform Commercial Code as accounts, contract rights, chattel paper, general intangibles, or otherwise) including, but not limited to, accounts receivable, letters of credit and the right to receive payment thereunder, chattel paper, tax refunds, insurance proceeds, contract rights, notes, drafts, instruments, documents, acceptances, and all other debts, obligations and liability in whatever form from any person; all guarantees, security and liens for payment thereof; all right, title and interest in and to goods, whether now owned or hereafter acquired, and whether sold, delivered, undelivered, in transit or returned, which may be represented by, or the sale or lease of which may have given rise to, any such right to payment or other debt, obligation or liability; and all proceeds of any of the foregoing (the foregoing being hereinafter referred to as the "Accounts");

(b) all goods intended for sale or lease by the Debtor, or for display or demonstration; all work in process; all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in the Debtor's business; and all documents evidencing and general intangibles relating to any of the foregoing;

(c) all machinery, apparatus, equipment, vehicles, fittings, fixtures and other tangible personal property of every kind and description used in the Debtor's business operations or owned by the Debtor or in which the Debtor has an interest, and all parts, accessories and special tools and all increases and accessions thereto and substitutions and replacements therefor;

(d) all goods and other property, whether or not delivered,

- (i) the sale or lease of which gives or purports to give rise to any Account, including but not limited to all merchandise returned or rejected by or repossessed from customers, or
- (ii) securing any Account,

including without limitation all of the Debtor's rights as an unpaid vendor or lienor (including without limitation stoppage in transit, replevin and reclamation) with respect to such goods and other properties;

(e) all mortgages, deeds to secure debt and deeds of trust on real or personal property, guaranties, leases, security agreements, and other agreements and property which secure or relate to any Account or any other item described herein, or are acquired for the purpose of securing or enforcing any item thereof;

(f) all documents of title, policies and certificates of insurance, securities, chattel paper and other documents and instruments evidencing or pertaining to any and all items described herein;

(g) all patents, patent rights, trade names, trademarks, service marks, copyrights and goodwill;

(h) all monies, reserves and property now or at any time or times hereafter in the possession or under the control of Secured Party or its bailee;

(i) all files, correspondence and other records which contain information identifying or pertaining to any Account or anyone obligated for any Account, or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof;

(j) all general intangibles, including all tax refunds; and

(k) any and all products and proceeds of any of the foregoing (including, but not limited to, any claims to any items referred to herein, and any claims of the Debtor against third parties for loss of, damage to or destruction of any or all of the foregoing or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatsoever form.

Mailed to Secured Party

M-3841

263980

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 Bald Hill Associates, a Rhode Island General Partnership  
Address 25 Almeida Avenue, East Providence, Rhode Island 02194

2. SECURED PARTY

Name Shawmut Bank of Boston, N.A.  
Address One Federal Street  
Boston, MA 02211  
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" annexed hereto

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)

BALD HILL ASSOCIATES  
By [Signature]  
(Signature of Debtor)

Robert W. Darvin, Partner  
Type or Print Above Name on Above Line

By [Signature]  
(Signature of Debtor)

Harold I. Schein, Partner  
Type or Print Above Signature on Above Line

SHAWMUT BANK OF BOSTON, N.A.

[Signature]  
(Signature of Secured Party)

ROGER A. STONE  
Type or Print Above Signature on Above Line

RECEIVED IN RECORD  
SEP 29 1986  
E. AUBREY COLLISON  
CLERK



RECORD FEE 13.00  
POSTAGE .50  
HOBBS & WARREN (237) 102-1151/34  
SEP 29 1986

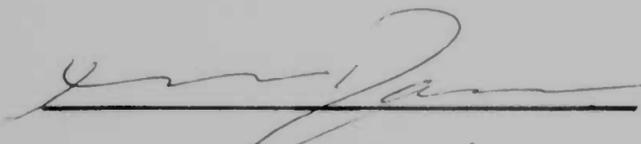
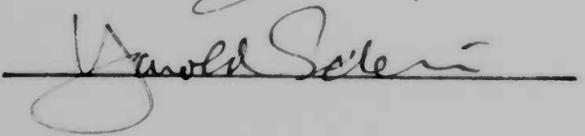
13.00 50

SCHEDULE A TO FINANCING STATEMENT  
NAMING BALD HILL ASSOCIATES AS DEBTOR  
AND  
SHAWMUT BANK OF BOSTON, N.A.

1. All of the following goods now or hereafter located upon or used in connection with the premises known as and numbered 2114 Generals Highway, Anne Arundel County, Maryland (the "Premises"): portable or section buildings, furnaces, heaters, ranges, mantels, gas and electric light fixtures, refrigerators, refrigeration equipment, ventilating and air conditioning equipment, garbage incinerator, receptacles and disposals, door bells and alarm systems, built-in cases, cabinets, counters and drawers, screens, screen doors, awnings, and all other fixtures or equipment of whatever kind and nature at present contained in said buildings, or placed therein, together with all equipment located thereon or used in connection therewith, and all building materials and supplies located upon, or used or intended to be used in connection with any improvements to or upon said Premises.

2. All contracts now or hereafter entered into by and between Bald Hill Associates and any architect, contractor, engineer, surveyor or other party in connection with or relating to the Premises or any improvements thereon.

1116X

Mailed to Secured Party

263981

BOOK 503 PAGE 76

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) HEINLE, JOANN M. Lot C-43 Holiday Mobile Estates., Jessup, Md. 20794	2 Secured Party(ies) Name(s) and Address(es) MOBILE HOME ASSOCIATES CLARK RD. Jessup, Md. 20794	4 For Filing Officer Date, Time, No. Filing Office  RECORD FEE 11.00 REGISTER CITY RD 11:25 SEP 27 86	

5 This Financing Statement covers the following types (or items) of property The mobile home, manufactured by <u>Nashua</u> , year <u>1986</u> , model <u>210RCK2</u> , W <u>14</u> , Serial # <u>16011</u> , and all consumer goods, appliances, accessories, equipment and attachments now contained in the mobile home, and all accessories later affixed to mobile home, including proceeds and insurance proceeds of all of the foregoing.	6 Assignee(s) of Secured Party and Address(es) P. S. F. S. Consumer Lending Department 1234 Market Street—9th Floor Philadelphia, PA 19107
--	--

8 Describe Real Estate Here: <i>Continued Sale Contract has been signed</i>	<input type="checkbox"/> 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) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 It appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).					

By Joann M. Heinle Signature(s) of Debtor(s)  
 By Harold Martin, Jr. Signature(s) of Secured Party(ies)  
 (1) FILING OFFICE COPY - NUMERICAL (Required only if Item 10 is checked)  
 (5-83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Assignee

1986 SEP 29 PM 4:08  
 CLERK  
 AUBREY COLLISON

BOOK 503 PAGE 77

263982



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) Union Carbide Corporation 39 Old Ridgebury Road Danbury, Connecticut 06817-0001	2. Secured Party(ies) and address(es) Morgan Bank (Delaware) as Collateral Agent 902 Market Street Wilmington, Delaware 19801	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>Liber 493, folio 284</u> <u>Clerk - Anne Arundel County</u> Filed with <u>Maryland</u> Date Filed <u>January 7, 19 86</u> <u>259851</u>		RECORDED FE 840.50 SEP 29 1986
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> 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. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input checked="" type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10. See Exhibit A attached hereto.		

No. of additional Sheets presented:

Morgan Bank Delaware, Collateral Agent

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

By: Pat W. Alt  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1332

EXHIBIT A

The security interests created by the Pledge and Security Agreement, dated as of January 6, 1986, (the "Agreement") among the Debtor, certain Pledging Subsidiaries listed therein, certain Banks listed therein and the Secured Party in the following assets which constitute Collateral, as that term is defined in Section 1.01 of the Agreement (but not in any proceeds received by the Debtor arising from the sale or disposition thereof) pursuant to the Purchase and Sale Agreements made April 21, 1986, with respect to the sale of certain assets constituting the Home and Automotive business of Debtor (the "Business"), by and between the Debtor, STP Corporation, Paulsboro Packaging, Inc. and First Boston Acquisition Holdings, Inc. are extinguished, ceased, released and terminated:

1. All Patent Collateral of the Debtor, as that term is defined in Section 1.01 of the Agreement, which constitutes all United States and foreign patents and patents applications owned by or assignable to Debtor used in or applicable to the Business or operations of the Business, as defined in the Purchase Agreements and which are listed on Schedule I annexed hereto.
2. All Trademark Collateral of the Debtor, as that term is defined in Section 1.01 of the Agreement, which constitutes all trademarks, trade names, assumed names, service marks and copyrights owned by Debtor used or held for use in the Business or operations of the Business, which are listed on Schedule II annexed hereto.
3. All Know-How and Trade Secret Collateral of the Debtor, as that term is defined in Section 1.01 of the Agreement, which constitutes all unfiled docketts pertaining to

disclosures of inventions made by any employee or agent of Debtor or any affiliate of Debtor and assignable to Debtor owned by or assignable to Debtor and used for or held for use in the Business or operations of the Business or applicable to the Business or operations of the Business and all technology, know-how, processes and all other intellectual properties owned by Debtor used or held for use in the Business or operations of the Business.

4. All Inventories, as that term is defined in Section 1.01 of the Agreement, which constitute all inventory items (including raw materials and supplies, work-in-process, samples, supply inventory, spare parts and finished goods), including any of the foregoing in transit, owned by Debtor located at any facility used in connection with the Business or operations of the Business.
5. All Receivables, as that term is defined in Section 1.01 of the Agreement, which constitute all accounts and notes receivable, deposits and advances, and other receivables associated with or arising out of the business or operations of the Business.
6. Any and all other Collateral, as that term is defined in Section 1.01 of the Agreement, consisting of documents evidencing any of the Collateral discussed in paragraphs 1 through 5 above which is directly and primarily used in the Business.

BOOK 503 PAGE 80

SCHEDULE I - PATENT COLLATERAL

Purchase and Sale Agreement -- U.S. Assets

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

Home and Automotive Products

Date: February 21, 1986  
Revised: March 14, 1986

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

CONTENTS

Part 1 - Patents and Technology to be Transferred to Buyer Pursuant to Article 1.1(vi)

- (a) United States Patents Owned by Union Carbide Corporation (Automotive Products Department)
- (b) United States Patent Applications Owned by Union Carbide Corporation (Automotive Products Department)
- (c) Foreign Patents and Applications Owned by Union Carbide Corporation (Automotive Products Department)
- (d) United States Patent Applications Owned by Union Carbide Corporation (Home Products Department)
- (e) United States Patent Applications Owned by Union Carbide Corporation (Home Products Department)
- (f) Foreign Patents and Applications Owned by Union Carbide Corporation (Automotive Products Department)
- (g) Unfiled Active Dockets Relating to Inventions Owned by Union Carbide Corporation (Automotive Products Department)
- (h) Unfiled Active Dockets Relating to Inventions Owned by Union Carbide Corporation (Home Products Department)
- (i) Patent and Technology Agreements (Automotive Products Department)
- (j) Patent and Technology Agreements (Home Products Department)

Part 2 - Patent-Technology Overlaps

Part 3 - Claims, Litigation and other Proceedings Pertaining to Patents and Technology

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

Part 1 - Patents and Technology to be Transferred to Buyer  
Pursuant to Article 1.1(vi)

DISCLOSURE SCHEDULE IIPATENTS AND TECHNOLOGY

Part 1 - Patents and Technology to be transferred to Buyer  
pursuant to Article 1.1(vi)

(a) United States Patents Owned by Union Carbide Corporation  
(Home and Automotive Products Division - Automotive  
Products Department)

<u>U. S. Patent No</u>	<u>Expiration Date</u>	<u>Title</u>
3505244	April 7, 1987	Solid Corrosion Inhibitor and Anti-Leak Agent
3638340	February 1, 1989	Combination Label for Packaged Product and Printed on Removable Decal
3835564	August 17, 1991	Combination Label for Packaged Product and Printed on Removable Decal
3650147	March 21, 1989	Cooling Systems Pressure Tester
4108222	August 22, 1995	Collapsible Disposable Funnel
DES.255426	June 17, 1994	Combined Cap for a Pressurized Can Squeegee and Scraper
DES.253874	January 8, 1994	A Windshield Cleaner Device
4458523	June 10, 2001	Cooling System Pressure Tester
4439561	March 27, 2001	Sealant Composition and Method
4524159	June 18, 2002	Sealant Composition and Method

Part 1(a) (Cont.)

<u>U. S. Patent No</u>	<u>Expiration Date</u>	<u>Title</u>
4524158	June 18, 2002	Sealant Composition and Method
4540443	September 3, 2002	Cooling System Cleaning Composition
DES.223896	June 20, 1986	Jug
3708092	January 2, 1990	Removable Funnels for Containers
4460478	July 17, 2001	Orthosilicate Ester Containing Heat Transfer Fluids
4392972	July 12, 2000	Aluminum-Corrosion Inhibitive Heat Transfer Fluid
4404114	September 13, 2000	Acrylate/Silicate Corrosion Inhibitor
4514315	April 30, 2002	Alkylene Silane Grafted Polyether
4535904	August 20, 2002	Tool Removable Tamper Indicating Closure
3489689	January 13, 1987	Heat Producing Package
3568888	March 9, 1988	Selective Aerosol Valve System
3423342	January 21, 1986	Adhesive Mass Substantially Free of Surface Tack
DES.259095	May 5, 1995	A Bottle
DES.258495	March 10, 1995	Packaging Container with Cap
3429842	February 25, 1986	Polish Formulation

DISCLOSURE SCHEDULE IIPATENTS AND TECHNOLOGYPart 1 - Patents and Technology to be Transferred to Buyer  
Pursuant to Article 1.1(vi) (Cont.)

(b) United States Patent Applications Owned by Union Carbide Corporation (Home and Automotive Products Division - Automotive Products Department)

<u>U. S. Patent Application No</u>	<u>Filing Date</u>	<u>Title</u>
667896	November 2, 1984	Improved Method of Preparing and Packaging Automobile Wax
802575	November 27, 1985	Organosiloxane Copolymer Antifreeze Composition with Nitrate Corrosion Inhibitor
762391	August 5, 1985	Aluminum and/or Lead Component Radiator System Cleaner Composition
754732	July 16, 1985	Oil-In-Alcohol Microemulsions in Antifreeze
754733	July 16, 1985	Soluble Oil Corrosion Inhibitor
633210	July 23, 1984	Organophosphate-Containing Antifreeze
633445	July 23, 1984	Cooling System Using and Oil-In-Alcohol- Containing Consolute Antifreeze Composition
752561	July 10, 1985	Low PH-Buffered Silicone/Silicate Antifreeze Concentrates
633209	July 23, 1984	Organophosphate-Containing Antifreeze with Buffer

Part 1(b) (Cont.)

<u>U. S. Patent Application No</u>	<u>Filing Date</u>	<u>Title</u>
633444	July 20, 1984	Organophosphate and Silicate Containing Antifreeze
781985	September 30, 1985	Silicate-Containing Antifreeze with Carboxy Stabilizers
793847	November 1, 1985	Oil-In-Alcohol Microemulsion Containing Oil-Soluble Corrosion Inhibitor in Antifreeze
<u>815,192</u>	<u>December 26, 1985</u>	<u>Oil-In-Alcohol Microemulsion</u>
NOT RECD (Docket No. 14,126)	NOT RECD	Antimony Tartrate Corrosion Inhibitive Composition for Coolant Systems

DISCLOSURE SCHEDULE IIPATENTS AND TECHNOLOGYPart 1 - Patents and Technology to be Transferred  
to Buyer Pursuant to Article 1.1(vi) (Cont.)(c) Foreign Patents and Applications Owned by Union Carbide  
Corporation (Home and Automotive Products Division -  
Automotive Products Department)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Canada	823677 September 23, 1986	Anti-Knock Fuel Compositions
Canada	815038 June 10, 1986	Anti-Knock Fuel Compositions
Canada	854312 October 20, 1987	Acid Ester Adduct Formed by Reacting a Dicarboxylic Acid Ester of an Alcohol Containing up to 20 Carbon Atoms with an UNS
Canada	815449 June 17, 1986	Deicer Composition
Canada	814909 June 10, 1986	Solid Corrosion Inhibitor and Anti-Leak Agent
Canada	830389 December 23, 1986	Encapsulated Corrosion Inhibitor
Canada	832811 January 27, 1987	Apparatus for Cleaning and Filling Automotive Engine Cooling Systems
Canada	974760 September 23, 1992	Combination Label for Packaged Product and Printed on Removable Decal
Canada	954722 September 17, 1991	Cooling Systems Pressure Tester
Canada	44786 January 3, 1989	Combined Cap for a Pressurized Can Squeegee and Scraper

Part 1(c) (Cont.)

BOOK 503 PAGE 89

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Canada	44569 November 20, 1988	A Windshield Cleaner Device
Canada	1190413 July 16, 2002	Cooling System Pressure Tester
EPC	(83400558.9 March 17, 1983)	Sealant Composition and Method
Australia	(83-12757 March 23, 1983)	Sealant Composition and Method
Belgium	(EPC-FILED March 17, 1983)	Sealant Composition and Method
Canada	(421420-0 February 11, 1983)	Sealant Composition and Method
Canada	(473419-0 February 1, 1985)	Sealant Composition and Method
Canada	(473420-3 February 1, 1985)	Sealant Composition and Method
France	(EPC-FILED March 17, 1983)	Sealant Composition and Method
Italy	(EPC-FILED March 17, 1983)	Sealant Composition and Method
Japan	(83-047833 March 22, 1983)	Sealant Composition and Method
Korean Republic	(83-01122 March 21, 1983)	Sealant Composition and Method
New Zealand	(203270 January 14, 1983)	Sealant Composition and Method
Netherlands	(EPC-FILED March 17, 1983)	Sealant Composition and Method

Part 1(c) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Philippines	18325 May 31, 1985	Sealant Composition and Method
United Kingdom	(EPC-FILED March 17, 1983)	Sealant Composition and Method
West Germany	(EPC-FILED March 17, 1983)	Sealant Composition and Method
Canada	(484367-3 June 18, 1985)	Improved Method of Preparing and Packaging Automobile Wax
Canada	(482372-9 May 24, 1985)	Cooling System Cleaning Composition
Canada	836060 March 3, 1987	Silicone-Silicate Polymers
Canada	843477 June 2, 1987	Silicone-Silicate Polymers
Canada	848881 August 11, 1987	Silicone-Silicate Polymers
Canada	824075 September 30, 1986	Corrosion Inhibited Anti-Freeze Composition
Canada	946765 May 7, 1991	Removable Funnels for Containers
EPC	(83401911.9 September 29, 1983)	Orthosilicate Ester Containing Heat Transfer Fluids
Canada	1196490 November 12, 2002	Orthosilicate Ester Containing Heat Transfer Fluids
France	(EPC-FILED September 29, 1983)	Orthosilicate Ester Containing Heat Transfer Fluids
Italy	(EPC-FILED September 29, 1983)	Orthosilicate Ester Containing Heat Transfer Fluids

Part 1(c) (Cont.)

BOOK 503 PAGE 91

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Japan	(83-181785 September 29, 1983)	Orthosilicate Ester Containing Heat Transfer Fluids
United Kingdom	(EPC-FILED September 29, 1983)	Orthosilicate Ester Containing Heat Transfer Fluids
West Germany	(EPC-FILED September 29, 1983)	Orthosilicate Ester Containing Heat Transfer Fluids
Canada	1172841 August 21, 1984	Aluminum-Corrosion Inhibitive Heat Transfer Fluid
Canada	(424520-2 March 25, 1983)	Organosiloxane-Silicate Copolymer Antifreeze Composition with Nitrate Corrosion Inhibitor
France	0092687(FR) March 29, 2003	Organosiloxane-Silicate Copolymer Antifreeze Composition with Nitrate Corrosion Inhibitor
Italy	0092687(IT) March 29, 2003	Organosiloxane-Silicate Copolymer Antifreeze Composition with Nitrate Corrosion Inhibitor
Japan	(83-052811 March 30, 1983)	Organosiloxane-Silicate Copolymer Antifreeze Composition with Nitrate Corrosion Inhibitor
United Kingdom	0092687(UK) March 29, 2003	Organosiloxane-Silicate Copolymer Antifreeze Composition with Nitrate Corrosion Inhibitor
West Germany	3360821.0-8 March 29, 2003	Organosiloxane-Silicate Copolymer Antifreeze Composition with Nitrate Corrosion Inhibitor
Canada	(407911-6 July 23, 1982)	Aluminum and/or Lead Component Radiator System Cleaner Composition
EPC	(83401240.3 June 16, 1983)	Acrylate/Silicate Corrosion Inhibitor

Part 1(c) (Cont.)

BOOK 503 PAGE 92

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Canada	1196178 November 5, 2002	Acrylate/Silicate Corrosion Inhibitor
France	(EPC-FILED June 16, 1983)	Acrylate/Silicate Corrosion Inhibitor
Italy	(EPC-FILED June 16, 1983)	Acrylate/Silicate Corrosion Inhibitor
Japan	(83-106825 June 16, 1983)	Acrylate/Silicate Corrosion Inhibitor
United Kingdom	(EPC-FILED June 16, 1983)	Acrylate/Silicate Corrosion Inhibitor
West Germany	(EPC-FILED June 16, 1983)	Acrylate/Silicate Corrosion Inhibitor
Canada	(456683-1 June 15, 1984)	Alkylene Silane Grafted Polyether
<u>EPC</u>	(85103815.8 March 29, 1985)	<u>Oil-In-Alcohol Microemulsion</u>
<u>Canada</u>	(477284-9 March 22, 1985)	<u>Oil-In-Alcohol Microemulsion</u>
<u>France</u>	(EPC-FILED March 29, 1985)	<u>Oil-In-Alcohol Microemulsion</u>
<u>Italy</u>	(EPC-FILED March 29, 1985)	<u>Oil-In-Alcohol Microemulsion</u>
<u>Japan</u>	(85-066391 March 29, 1985)	<u>Oil-In-Alcohol Microemulsion</u>
<u>Sweden</u>	(EPC-FILED March 29, 1985)	<u>Oil-In-Alcohol Microemulsion</u>
<u>United Kingdom</u>	(EPC-FILED March 29, 1985)	<u>Oil-In-Alcohol Microemulsion</u>

Part 1(c) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
<u>West Germany</u>	(EPC-FILED March 29, 1985)	<u>Oil-In-Alcohol Microemulsion</u>
EPC	(PCT-FILED July 22, 1985)	Oil-In-Alcohol Microemulsions in Antifreeze
PCT	(US-85/01368 July 22, 1985)	Oil-In-Alcohol Microemulsions in Antifreeze
Canada	(484356-8 June 18, 1985)	Oil-In-Alcohol Microemulsions in Antifreeze
France	(EPC-FILED July 22, 1985)	Oil-In-Alcohol Microemulsions in Antifreeze
Italy	(EPC-FILED July 22, 1985)	Oil-In-Alcohol Microemulsions in Antifreeze
Japan	(PCT-FILED July 22, 1985)	Oil-In-Alcohol Microemulsions in Antifreeze
Sweden	(EPC-FILED July 22, 1985)	Oil-In-Alcohol Microemulsions in Antifreeze
United Kingdom	(EPC-FILED July 22, 1985)	Oil-In-Alcohol Microemulsions in Antifreeze
West Germany	(EPC-FILED July 22, 1985)	Oil-In-Alcohol Microemulsions in Antifreeze
EPC	(PCT-FILED July 22, 1985)	Soluble Oil Corrosion Inhibitor
PCT	(US-85/01367 July 22, 1985)	Soluble Oil Corrosion Inhibitor
Canada	(484366-5 June 18, 1985)	Soluble Oil Corrosion Inhibitor
France	(EPC-FILED July 22, 1985)	Soluble Oil Corrosion Inhibitor

Part 1(c) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Italy	(EPC-FILED July 22, 1985)	Soluble Oil Corrosion Inhibitor
Japan	(PCT-FILED July 22, 1985)	Soluble Oil Corrosion Inhibitor
Sweden	(EPC-FILED July 22, 1985)	Soluble Oil Corrosion Inhibitor
United Kingdom	(EPC-FILED July 22, 1985)	Soluble Oil Corrosion Inhibitor
West Germany	(EPC-FILED July 22, 1985)	Soluble Oil Corrosion Inhibitor
Canada	(48363-1 June 18, 1985)	Organophosphate-Containing Antifreeze
Canada	(485899-9 June 28, 1985)	Cooling System Using an Oil-In-Alcohol- Containing Consolute Antifreeze Composition
Canada	(484360-6 June 18, 1985)	Low PH-Buffered Silicone/Silicate Antifreeze Concentrates
Canada	(484645-1 June 20, 1985)	Organophosphate-Containing Antifreeze with Buffer
Canada	(484644-3 June 20, 1985)	Organophosphate and Silicate Containing Antifreeze
Canada	(485442-0 June 26, 1985)	Tool Removable Tamper Indicating Closure
Canada	DES.46866 May 12, 1990	A Bottle
Canada	DES.46865 May 5, 1980	Packaging Container with Cap

DISCLOSURE SCHEDULE IIPATENTS AND TECHNOLOGY

BOOK 503 PAGE 95

Part 1 - Patents and Technology to be Transferred  
to Buyer Pursuant to Article 1.1(vi)(d) United States Patents Owned by Union Carbide Corporation  
(Home and Automotive Products Division - Home Products Department)

<u>U. S. Patent No</u>	<u>Expiration Date</u>	<u>Title</u>
3783872	January 8, 1991	Disposable Absorbent Articles
3814101	June 4, 1991	Disposable Absorbent Articles
3762255	October 2, 1990	Method and Apparatus for Piercing Thin Sheet Material
3890974	June 24, 1992	Disposable Absorbent Article Containing Slitted Hydrogel Film
3853129	December 10, 1991	Improved Pressure-Sensitive Tape Fastener for Disposable Diapers
3963805	June 15, 1993	Water Swellable Poly(alkylene Oxide)
3874386	April 1, 1992	Pressure-Sensitive Tape Fastener for Disposable Diapers
3886941	June 3, 1992	Diaper Insert
3901236	August 26, 1992	Disposable Absorbent Articles Containing Hydrogel Composites Having Improved Fluid Absorption Efficiencies and Processes
4036233	July 19, 1994	Flexible Waist Diaper
4041949	August 16, 1994	Flexible Waistband Diaper
3438578	April 15, 1986	Flexible Drinking Tube
3423274	January 21, 1986	Improved Thermoplastic Wrapping materials and Process Therefor

Part 1(d) (Cont.)

<u>U. S. Patent No</u>	<u>Expiration Date</u>	<u>Title</u>
3501363	March 17, 1987	Improved Packaging Film
3503759	March 31, 1987	Bag for Triangular Cut Sandwich and the Like
3485413	December 23, 1986	Package Containing Large Size, Flat, Flexible Articles
3547341	December 15, 1987	Draw String Bag
3565738	February 23, 1988	Plastic Bag and Peelable Plastic Tie Closure Tape Attached Thereto
3656271	April 18, 1989	Packaging Machine
3796428	March 12, 1991	Packaging Machine
3795654	March 5, 1991	Degradable Polyolefin Film
3805482	April 23, 1991	Packaging Machine
3767508	October 23, 1990	Rotary Heat Sealer
3950205	April 13, 1993	Rotary Heat Sealer
3798116	March 19, 1991	Heat Sealed Polyester Film
3969176	July 13, 1993	Heat Sealed Polyester Film
3780921	December 25, 1990	Method and Apparatus for Producing a Gang of Separably Interconnected Elongated Articles
3986611	October 19, 1993	Cling Film Overwrap for Palletized Articles
3919827	November 18, 1992	Method and Apparatus for Packaging Large Size Bags in Cartons
3992107	November 16, 1993	Automatic Flat Width Control
4115048	September 19, 1995	Apparatus for Internally Cooling a Plastic Tubular Film Bubble
4034928	July 12, 1994	A Method and Apparatus for Producing Coreless Roll Assemblies of Seperable Bags

Part 1(d) (Cont.)

BOOK 503 PAGE 97

<u>U. S. Patent No</u>	<u>Expiration Date</u>	<u>Title</u>
4029264	June 14, 1994	Cling Film Roll Having a Nodulose Leading Edge Portion and the Method and Apparatus for Producing It.
4106733	August 15, 1995	A Bag Dispenser and Holder
4106734	August 15, 1995	A Bag Dispenser and Holder
DES.269068	May 24, 1997	Packaging Container
4175673	November 27, 1996	Dispensing Carton for Corrugated Plastic Bags
4151787	May 1, 1996	Multiple Folded Plastic Bag Method
4273550	June 16, 1998	Method for Producing a Flat Bottom Plastic Bag
4151900	May 1, 1996	Brake Assembly for a Rotatable Shaft
4487598	December 11, 2001	Bag Folding Apparatus
4281828	August 4, 1998	Plastic Bag Handling System
DES.270041	August 9, 1997	Packaging Container
4212337	July 15, 1997	Closure Fastening Device
4362198	December 7, 1999	Closure Fastening Device
4180256	December 25, 1996	High Speed Bag Folding Machine
4183515	January 15, 1997	Improved Bag Folding Machine
4169910	October 2, 1996	Multilayer Film Including Polyolefin Layers and a Polybutylene Layer Useful for the Production of Bags
4245829	January 20, 1998	Improved Bag Folding Machine
4216899	August 12, 1997	Plastic Bag Handle Construction
4516268	May 7, 2002	Pentabar Closure Device

Part 1(d) (Cont.)

BOOK 503 PAGE 98

<u>U. S. Patent No</u>	<u>Expiration Date</u>	<u>Title</u>
*[4186786	<del>February 5, 1997</del>	<del>Colored Interlocking Closure Strips for a Container]</del>
*[4285105	<del>August 25, 1998</del>	<del>Colored Interlocking Closure Strips for a Container]</del>
3671033	June 20, 1989	Machine and Method for Folding Plastic Bags and the Like
3918698	June 20, 1989	Machine and Method for Folding Plastic Bags and the Like
4285687	August 25, 1998	Machine for FOLDING Plastic Sheet Material
4363345	December 14, 1999	Improved Reclosable Container
4540537	September 10, 2002	Extruding Die Apparatus for Producing a Plastic Closure Strip
4364981	December 21, 1999	Three Layer Film Having a Core Layer of Low Pressure, Low Density Polyethylene
DES.264650	June 1, 1996	Plastic Bag Holding Rack
4306924	December 22, 1998	Method and Apparatus for Producing a Plastic Container Having a Reclosable Fastener
DES.268649	April 19, 1997	A Packaging Container
DES.264651	June 1, 1996	Plastic Bag Holding Rack
DES.264653	June 1, 1996	Plastic Bag Holding Rack
DES.264905	June 15, 1996	Plastic Bag Holding Rack
4367256	January 4, 2000	Cling-Wrap Polyethylene Film
4356221	October 26, 1999	Polyethylene Bag Film
4464426	August 7, 2001	Multilayer Film Having a Layer of Low Pressure Low Density Heterogeneous Ethylene Copolymers

\* Patents have been disclaimed by UCC

Part 1(d) (Cont.)

BOOK 503 PAGE 99

<u>U. S. Patent No</u>	<u>Expiration Date</u>	<u>Title</u>
4513038	April 23, 2002	Multilayer Film Having a Layer of Low Pressure Low Density Heterogeneous Ethylene Copolymers
4428788	January 31, 2001	Film-Tape-Closure Device Slot Cast Integrated Interlocking Structure and Extrusion Method
DES.273159	March 27, 1998	Free-Standing, Cantilevered, Grocery Sack Rack
4399173	August 16, 2000	Multilayer Films Comprising Low Pressure, Low Density Polyethylene
4426029	January 17, 2001	Safety Blade for Severing Stretchable Film
4461792	July 24, 2001	Poly-1-Butene Multilayer Plastic Film
4450996	May 29, 2001	Safety Blade for Severing Stretchable Film
4444828	April 24, 2001	Multilayer Trash Bag Film
4505970	March 19, 2002	Multilayer Films Comprising Mixtures of 1 Melt Index Linear Low Density Polyethylene
4511609	April 16, 2002	Multilayer Trash Bag Film
4477950	April 23, 1988	Improved Closure
4513445	April 23, 2002	Adhesive Closure Bags and Method for Producing Same
4557713	December 10, 2002	Bag Making Machine and Method
4561108	December 24, 2002	Interlocking Closure Bag for Use in High Temperature Environment
3680175	August 1, 1989	Linear Apparatus for the Production of Non-Woven Fabrics
3914080	October 21, 1992	Apparatus and Method for the High Speed Production of Non-Woven Fabrics
3882211	May 6, 1992	Apparatus and Method for the High Speed Production of Non-Woven Fabrics

Part 1(d) (Cont.)

<u>U. S. Patent No</u>	<u>Expiration Date</u>	<u>Title</u>
3978976	September 7, 1993	Moving Belt Mechanism
3966858	June 29, 1993	Linear Apparatus and Method for High Speed Production of Air-Laid Non-Woven Webs
4032274	June 28, 1994	Linear Apparatus and Method for High Speed Production of Air-Laid Non-Woven Webs
3762536	October 2, 1990	Tubularizing and Detubularizing Belt System
3549066	December 22, 1987	Dispensing Carton
3608791	September 28, 1988	Aerosol Actuator Assembly
3767125	October 23, 1990	Multiple Orifice Aerosol Actuator
3586216	June 22, 1988	Improved Aerosol Dispenser Valve Structure
3595483	July 27, 1988	Annular Conduit Aerosol Actuator
3587929	June 28, 1988	Multiple Element Aerosol Dispenser
3575322	April 20, 1988	Metering Aerosol Actuator with Downstroke Discharge
3632024	January 4, 1989	Aerosol Actuator Assembly
DES.280589	September 17, 1999	Ovenable Container Having Handle Decoration
DES.280175	August 20, 1999	A Casserole
DES.280588	September 17, 1999	A Casserole
DES.280969	October 15, 1999	Oval Ovenable Container with Ribs
DES.280590	September 17, 1999	Square Ovenable Container with Vertical Ribs and Large Handles
DES.280591	September 17, 1999	Ovenable Casserole with Ribs

8007 503 FILE 101

DISCLOSURE SCHEDULE IIPATENTS AND TECHNOLOGYPart 1 - Patents and Technology to be Transferred  
to Buyer Pursuant to Article 1.1(vii) (Cont.)(e) United States Patent Applications Owned by Union Carbide Corporation  
(Home and Automotive Products Division - Home Products Department).

<u>U. S. Patent Application No.</u>	<u>Filing Date</u>	<u>Title</u>
535350	September 23, 1983	Process and Apparatus for Reclosable Container Stock
488592	April 25, 1983	Multilayer Films Comprising Low Pressure, Low Density Polyethylene
470837	March 7, 1983	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
509708	June 30, 1983	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
679210	December 6, 1984	Adhesive Closure Bags and Method for Producing Same
509388	June 30, 1983	Interlocking Closure Device Having Improved Ease of Occlusion
509709	June 30, 1983	Interlocking Closure Device Having Controlled Separation and Improved Ease of Occlusion
690207	January 10, 1985	Interlocking Closure Device Having Controlled Separation and Improved Ease of Occlusion
<del>[602636]</del> 83111	<del>[April 25, 1984]</del> February 20, 1986	Process and Apparatus for Forming Integral Interlocking Closure Film Stock
NOT-RECD	December 20, 1985	Multilayer Food Wrap with Cling
774400	September 11, 1985	Single Hinge Interlocking Closure Profile Configuration

Part 1(e) (Cont.)

BOOK 503 PAGE 102

<u>U. S. Patent Application No.</u>	<u>Filing Date</u>	<u>Title</u>
783117	October 2, 1985	Interlocking Closure Bag for Use in High Temperature Environment
675561	November 28, 1984	Bag Making Machine and Method
675277	November 27, 1984	Encoding Means and Method for a Bag Making Apparatus
729363	May 1, 1985	Heat Sealing and Cutting Means
774724	September 11, 1985	Side Sealed Thermoplastic Bag
774881	September 11, 1985	Low Temperature Impact and Puncture Resistant Thermoplastic Films and bags Therefrom
774997	September 11, 1985	Trident Interlocking Closure Profile Configuration
496270	May 19, 1983	Square Ovenable Container with Vertical Ribs

DISCLOSURE SCHEDULE IIPATENTS AND TECHNOLOGYPart 1 - Patents and Technology to be Transferred  
to Buyer Pursuant to Article 1.1(vi) (Cont.)(f) Foreign Patents and Applications Owned by Union Carbide Corporation  
(Home and Automotive Products Division - Home Products Department).

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Canada	889278 December 28, 1988	Disposable Absorbent Articles
Canada	953890 September 3, 1991	Disposable Absorbent Articles
Canada	975916 October 14, 1992	Method and Apparatus for Piercing Thin Sheet Material
Canada	1035902 August 8, 1995	Disposable Absorbent Article Containing Slitted Hydrogel Film
Canada	1031104 May 16, 1995	Improved Pressure-Sensitive Tape Fastener for Disposable Diapers
Canada	1056092 June 5, 1996	Water Swellable Poly(alkylene Oxide)
Canada	1063301 October 2, 1996	Diaper Insert
Canada	1063088 September 25, 1996	Disposable Absorbent Articles Containing Hydrogel Composites Having Improved Fluid Absorption Efficiencies and Processes
Canada	832322 January 20, 1987	Apparatus for Blending Powders
Switzerland	457102-2 March 31, 1987	Apparatus for Blending Powders

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Canada	882502 October 5, 1988	Flexible Drinking Tube
West Germany	1806530.0-9 November 2, 1986	Flexible Drinking Tube
Canada	882503 October 5, 1988	Flexible Drinking Tube
Belgium	686029 August 26, 1986	Improved Thermoplastic Wrapping Materials and Process Therefor
Costa Rica	2023 March 21, 1986	Improved Thermoplastic Wrapping Materials and Process Therefor
Canada	814329 June 3, 1986	Improved Thermoplastic Wrapping Materials and Process Therefor
France	1490889 August 26, 1986	Improved Thermoplastic Wrapping Materials and Process Therefor
Italy	775760 August 29, 1986	Improved Thermoplastic Wrapping Materials and Process Therefor
Luxemburg	51849 August 29, 1986	Improved Thermoplastic Wrapping Materials and Process Therefor
Sweden	307006 August 29, 1986	Improved Thermoplastic Wrapping Materials and Process Therefor
Switzerland	471664-4 August 26, 1986	Improved Thermoplastic Wrapping Materials and Process Therefor
Belgium	692367 January 9, 1987	Improved Packaging Film
Costa Rica	2024 March 17, 1987	Improved Packaging Film
Canada	830900 December 30, 1986	Improved Packaging Film

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Denmark	115564 January 12, 1987	Improved Packaging Film
France	1507832 January 12, 1987	Improved Packaging Film
Italy	802984 January 11, 1987	Improved Packaging Film
Luxemburg	52793 January 11, 1987	Improved Packaging Film
Sweden	314810 January 11, 1987	Improved Packaging Film
Switzerland	461005-2 January 12, 1987	Improved Packaging Film
Canada	825010 October 14, 1986	Bag for Triangular Cut Sandwich and the Like
Canada	878028 August 10, 1988	Method and Apparatus for Embossing Polymeric Films
Canada	860755 January 12, 1988	Bag and Closure Therefor
Canada	864936 March 2, 1988	Flat Bag and Overflapped Adhesive Type Closure Therefor
Canada	853667 October 13, 1987	Elasticized Opening
Canada	870437 May 11, 1988	Package Containing Large Size, Flat, Flexible Articles
Canada	916103 December 5, 1989	Draw String Bag
Canada	913576 October 31, 1989	Plastic Bag and Peelable Plastic Tie Closure Tape Attached Thereto

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Canada	948603 June 4, 1991	Packaging Machine
Canada	972331 August 5, 1992	Packaging Machine
Australia	470234 December 18, 1988	Degradable Polyolefin Film
Canada	987429 April 13, 1993	Degradable Polyolefin Film
France	72-45237 December 19, 1992	Degradable Polyolefin Film
Canada	979866 December 16, 1992	Packaging Machine
Canada	985144 March 9, 1993	Rotary Heat Sealer
Australia	460145 January 4, 1988	Heat Sealed Polyester Film
Canada	953631 August 27, 1991	Heat Sealed Polyester Film
Canada	979802 December 16, 1992	Method and Apparatus for Producing a Gang of Separably Interconnected Elongated Articles
Canada	1032509 June 6, 1995	Cling Film Overwrap for Palletized Articles
Canada	1033696 June 27, 1995	Method and Apparatus for Packaging Large Size Bags in Cartons
Canada	1046604 January 16, 1996	Automatic Flat Width Control
Canada	1047002 January 23, 1996	Bag Dispenser Package

Part 1(f) (Cont.)

BOOK 503 PAGE 107

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Canada	1102062 June 2, 1998	Apparatus for Internally Cooling a Plastic Tubular Film Bubble
Canada	1067477 December 4, 1996	A Method and Apparatus for Producing Coreless Roll Assemblies of Seperable Bags
Canada	1115017 December 29, 1998	Cling Film Roll Having a Nodulose Leading Edge Portion and the Method and Apparatus for Producing It
Canada	DES.45346 May 7, 1989	Packaging Container
Canada	1105897 July 28, 1998	Multiple Folded Plastic Bag Method
Australia	532444 March 23, 1995	Method for Producing a Flat Bottom Plastic Bag
Austria	(A02182/79 March 23, 1979)	Method for Producing a Flat Bottom Plastic Bag
Belgium	875080 March 23, 1999	Method for Producing a Flat Bottom Plastic Bag
Canada	1114215 December 15, 1998	Method for Producing a Flat Bottom Plastic Bag
France	(79-07361 March 23, 1979)	Method for Producing a Flat Bottom Plastic Bag
Italy	(48463-A/79 March 23, 1979)	Method for Producing a Flat Bottom Plastic Bag
Netherlands	(79-02314 March 23, 1979)	Method for Producing a Flat Bottom Plastic Bag
Sweden	7902638-1 March 23, 1999	Method for Producing a Flat Bottom Plastic Bag
Switzerland	628283-0 March 23, 1999	Method for Producing a Flat Bottom Plastic Bag

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
United Kingdom	2016999 March 23, 1999	Method for Producing a Flat Bottom Plastic Bag
West Germany	(P2910517.7 March 16, 1979)	Method for Producing a Flat Bottom Plastic Bag
Canada	1100890 May 12, 1998	Brake Assembly for a Rotatable Shaft
Canada	1130831 August 31, 1999	Bag Folding Apparatus
Canada	1114410 December 15, 1998	Plastic Bag Handling System
Canada	DES.45347 May 7, 1989	Packaging Container
Australia	532791 March 30, 1995	Closure fastening Device
Austria	(A02386/79 March 30, 1979)	Closure Fastening Device
Belgium	875242 March 30, 1999	Closure Fastening Device
Canada	1118392 February 16, 1999	Closure Fastening Device
Denmark	(79-01336 March 30, 1979)	Closure Fastening Device
Finland	63718 March 28, 1999	Closure Fastening Device
France	79-08017 March 30, 1999	Closure Fastening Device
Ireland	48271 August 8, 1995	Closure Fastening Device

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Italy	(48546-A/79 March 30, 1979)	Closure Fastening Device
New Zealand	190058 March 30, 1995	Closure Fastening Device
Netherlands	(79-02511 March 30, 1979)	Closure Fastening Device
[Norway	<del>(79-01071 March 30, 1979)</del>	<del>Closure Fastening Device]</del>
Sweden	(79-02860-1 March 30, 1979)	Closure Fastening Device
Switzerland	630024-8 March 30, 1999	Closure Fastening Device
United Kingdom	2017813 March 30, 1999	Closure Fastening Device
West Germany	(P2912174.2 March 28, 1979)	Closure Fastening Device
Canada	1117999 February 9, 1999	High Speed Bag Folding Machine
Canada	1130832 August 31, 1999	Improved Bag Folding Machine
Australia	528874 June 7, 1995	Multilayer Film Including Polyolefin Layers and a Core Layer Comprising a Blend of Polypropylene and Poly-1-Butene
Canada	1156812 November 15, 2000	Multilayer Film Including Polyolefin Layers and a Core Layer Comprising a Blend of Polypropylene and Poly-1-Butene
France	79-14292 June 5, 1999	Multilayer Film Including Polyolefin Layers and a Core Layer Comprising a Blend of Polypropylene and Poly-1-Butene

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
New Zealand	190641 June 5, 1995	Multilayer Film Including Polyolefin Layers and a Core Layer Comprising a Blend of Polypropylene and Poly-1-Butene
Canada	1137526 December 14, 1999	Improved Bag Folding Machine
Canada	1117919 February 9, 1999	Plastic Bag Handle Construction
Australia	529225 December 19, 1995	Pentabar Closure Device
Austria	(A08079/79 December 21, 1979)	Pentabar Closure Device
Belgium	880742 December 19, 1999	Pentabar Closure Device
Canada	1149344 July 5, 2000	Pentabar Closure Device
Denmark	(79-05535 December 21, 1979)	Pentabar Closure Device
Finland	64547 December 17, 1999	Pentabar Closure Device
France	(79-31379 December 21, 1979)	Pentabar Closure Device
Ireland	(79-02509 December 21, 1979)	Pentabar Closure Device
Italy	(51139-A/79 December 19, 1979)	Pentabar Closure Device
Japan	(84-015313 February 6, 1984)	Pentabar Closure Device
New Zealand	192489 December 21, 1995	Pentabar Closure Device

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Netherlands	(79-09264 December 21, 1979)	Pentabar Closure Device
Norway	152038 December 20, 1999	Pentabar Closure Device
Sweden	(79-10426 December 19, 1979)	Pentabar Closure Device
Switzerland	634265 December 21, 1999	Pentabar Closure Device
United Kingdom	2037704 December 13, 1999	Pentabar Closure Device
West Germany	(P2948914.3 December 5, 1979)	Pentabar Closure Device
<del>*[Australia</del>	<del>536173 September 26, 1995</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
<del>[Australia</del>	<del>(83-12038 March 3, 1983)</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
<del>[Austria</del>	<del>(A06359/79 September 28, 1979)</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
<del>[Austria</del>	<del>(A03115/82 August 16, 1982)</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
<del>[Belgium</del>	<del>879093 September 28, 1999</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
<del>[Canada</del>	<del>1121770 April 13, 1999</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
<del>[Canada</del>	<del>1133438 October 12, 1999</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
<del>[Denmark</del>	<del>(79-04088 September 28, 1979)</del>	<del>Colored Interlocking Closure Strips for A Container]</del>

\*Patent Nos. listed from 536173 to P2938083.4 have been disclaimed by UCC

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
[Denmark	<del>484 02927 June 14, 1984)</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
[Finland	<del>479 02971 September 24, 1979)</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
[France	<del>79 24232 September 28, 1999</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
[Ireland	<del>48697 September 28, 1995</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
[Italy	<del>450405 A/79 September 28, 1979)</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
[Japan	<del>479 125242 September 28, 1979)</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
[New Zealand	<del>191702 September 28, 1995</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
[New Zealand	<del>196949 September 28, 1995</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
[Netherlands	<del>479 07248 September 28, 1979)</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
[Norway	<del>479 03126 September 28, 1979)</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
[Sweden	<del>479 08067-7 September 28, 1979)</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
[Sweden	<del>485 00135-2 January 11, 1985)</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
[Switzerland	<del>635235 September 28, 1999</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
[United Kingdom	<del>2031377 September 28, 1999</del>	<del>Colored Interlocking Closure Strips for A Container]</del>

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
<del>West Germany</del>	<del>(P2938083.4 September 20, 1979)</del>	<del>Colored Interlocking Closure Strips for A Container]</del>
Canada	948662 June 4, 1991	Machine and Method for Folding Plastic Bags and the Like
Canada	990741 June 8, 1993	Machine and Method for Folding Plastic Bags and the Like
Canada	1137527 December 14, 1999	Machine for Folding Plastic Sheet Material
Canada	1171822 July 31, 2001	Reinforced Gusseted Bag and Method for Manufacturing
Australia	534254 November 28, 1996	Improved Reclosable Container
Canada	1156984 November 15, 2000	Improved Reclosable Container
New Zealand	195495 November 7, 1996	Improved Reclosable Container
West Germany	(P3032889.3 September 1, 1980)	Improved Reclosable Container
Australia	540476 March 28, 1996	Extruding Die Apparatus for Producing A Plastic Closure Strip
Austria	(A01700/80 March 28, 1980)	Extruding Die Apparatus for Producing A Plastic Closure Strip
Belgium	882517 March 28, 2000	Extruding Die Apparatus for Producing A Plastic Closure Strip
Canada	1140716 February 8, 2000	Extruding Die Apparatus for Producing A Plastic Closure Strip
Denmark	(80-01362 March 28, 1980)	Extruding Die Apparatus for Producing A Plastic Closure Strip

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Finland	(80-00957 March 27, 1980)	Extruding Die Apparatus for Producing A Plastic Closure Strip
France	80-06928 March 28, 2000	Extruding Die Apparatus for Producing A Plastic Closure Strip
Ireland	(80-00631 March 27, 1980)	Extruding Die Apparatus for Producing A Plastic Closure Strip
Italy	(48276-A/80 March 27, 1980)	Extruding Die Apparatus for Producing A Plastic Closure Strip
New Zealand	193297 March 28, 1996	Extruding Die Apparatus for Producing A Plastic Closure Strip
Netherlands	(80-01859 March 28, 1980)	Extruding Die Apparatus for Producing A Plastic Closure Strip
Norway	(80-00864 March 25, 1980)	Extruding Die Apparatus for Producing A Plastic Closure Strip
Sweden	8002384-9 March 27, 2000	Extruding Die Apparatus for Producing A Plastic Closure Strip
Switzerland	636047 March 28, 2000	Extruding Die Apparatus for Producing A Plastic Closure Strip
United Kingdom	2046660 March 30, 2000	Extruding Die Apparatus for Producing A Plastic Closure Strip
West Germany	3011371.4-9 March 25, 2000	Extruding Die Apparatus for Producing A Plastic Closure Strip
Australia	538743 March 27, 1997	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
Austria	(A01432/81 March 27, 1981)	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener

( Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Belgium	888162 March 27, 2001	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
Canada	1159213 December 27, 2000	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
Finland	(81-00881 March 23, 1981)	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
France	81-06202 March 27, 2001	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
Ireland	(81-00696 March 27, 1981)	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
Italy	(48132-A/81 March 27, 1981)	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
Japan	(81-045366 March 27, 1981)	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
Mexico	(186581 March 27, 1981)	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
New Zealand	(196471 March 11, 1981)	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
Netherlands	(81-01521 March 27, 1981)	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
Norway	(81-01042 March 26, 1981)	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener

Part 1(f) (Cont.)

BOOK 503 PAGE 116

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Sweden	8101837-6 March 23, 2001	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
Switzerland	641721 March 27, 2001	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
United Kingdom	2072571 March 26, 2001	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
West Germany	3110876.8-9 March 21, 2001	Method and Apparatus for Producing A Plastic Container Having A Reclosable Fastener
Australia	83393 August 20, 1995	A Packaging Container
Benelux	0843600 February 19, 1996	A Packaging Container
Canada	48292 June 1, 1991	A Packaging Container
New Zealand	16975 August 20, 1995	A Packaging Container
Australia	82712 June 2, 1995	Reclosable Container
New Zealand	16861 June 2, 1995	Reclosable Container
West Germany	MR-17423 December 2, 1995	Reclosable Container
EPC	(82104211.6 May 14, 1982)	Cling-Wrap Polyethylene Film
Belgium	(EPC-FILED May 14, 1982)	Cling-Wrap Polyethylene Film

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Canada	1168415 June 5, 2001	Cling-Wrap Polyethylene Film
Finland	(82-01680 May 12, 1982)	Cling-Wrap Polyethylene Film
France	(EPC-FILED May 14, 1982)	Cling-Wrap Polyethylene Film
Italy	(EPC-FILED May 14, 1982)	Cling-Wrap Polyethylene Film
New Zealand	(200604 May 13, 1982)	Cling-Wrap Polyethylene Film
Netherlands	(EPC-FILED May 14, 1982)	Cling-Wrap Polyethylene Film
Norway	(82-01572 May 12, 1982)	Cling-Wrap Polyethylene Film
Spain	512188 January 31, 2003	Cling-Wrap Polyethylene Film
Sweden	(EPC-FILED May 14, 1982)	Cling-Wrap Polyethylene Film
Switzerland	(EPC-FILED May 14, 1982)	Cling-Wrap Polyethylene Film
United Kingdom	(EPC-FILED May 14, 1982)	Cling-Wrap Polyethylene Film
West Germany	(EPC-FILED May 14, 1982)	Cling-Wrap Polyethylene Film
EPC	(83102844.4 March 22, 1983)	Process and Apparatus for Reclosable Container Stock
Australia	(83-12758 March 23, 1983)	Process and Apparatus for Reclosable Container Stock

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Australia	(84-29350 June 13, 1984)	Process and Apparatus for Reclosable Container Stock
Austria	(EPC-FILED March 22, 1983)	Process and Apparatus for Reclosable Container Stock
Belgium	(EPC-FILED March 22, 1983)	Process and Apparatus for Reclosable Container Stock
Canada	(421371-8 February 11, 1983)	Process and Apparatus for Reclosable Container Stock
Denmark	(83-00822 February 23, 1983)	Process and Apparatus for Reclosable Container Stock
Finland	(83-00923 March 18, 1983)	Process and Apparatus for Reclosable Container Stock
Finland	(84-03655 September 18, 1984)	Process and Apparatus for Reclosable Container Stock
France	(EPC-FILED March 22, 1983)	Process and Apparatus for Reclosable Container Stock
Ireland	(83-00626 March 22, 1983)	Process and Apparatus for Reclosable Container Stock
Ireland	(84-02435 September 24, 1984)	Process and Apparatus for Reclosable Container Stock
Italy	(EPC-FILED March 22, 1983)	Process and Apparatus for Reclosable Container Stock
Japan	(83-048623 March 23, 1983)	Process and Apparatus for Reclosable Container Stock
New Zealand	(203362 February 22, 1983)	Process and Apparatus for Reclosable Container Stock
New Zealand	(207276 February 24, 1984)	Process and Apparatus for Reclosable Container Stock

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Netherlands	(EPC-FILED March 22, 1983)	Process and Apparatus for Reclosable Container Stock
Norway	(83-00880 March 14, 1983)	Process and Apparatus for Reclosable Container Stock
Norway	(84-02057 May 23, 1984)	Process and Apparatus for Reclosable Container Stock
Sweden	(EPC-FILED March 22, 1983)	Process and Apparatus for Reclosable Container Stock
Switzerland	(EPC-FILED March 22, 1983)	Process and Apparatus for Reclosable Container Stock
United Kingdom	(EPC-FILED March 22, 1983)	Process and Apparatus for Reclosable Container Stock
West Germany	(EPC-FILED March 22, 1983)	Process and Apparatus for Reclosable Container Stock
Canada	DES.52830 May 7, 1994	Free-Standing, Cantilevered, Grocery Sack Rack
Australia	(82-91995 December 31, 1982)	Multilayer Films Comprising Low Pressure Low Density Polyethelene
Canada	1175622 October 9, 2001	Multilayer Films Comprising Low Pressure Low Density Polyethelene
EPC	(83102845.1 March 22, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
Australia	(83-12756 March 23, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
Austria	(EPC-FILED March 22, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Belgium	(EPC-FILED March 22, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
Canada	(423912-1 March 18, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
Denmark	(83-01325 March 23, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
Finland	(83-00922 March 18, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
France	(EPC-FILED March 22, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
Ireland	(83-00625 March 22, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
Italy	(EPC-FILED March 22, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
Japan	(83-048624 March 23, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
New Zealand	(203576 March 15, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
Netherlands	(EPC-FILED March 22, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
Norway	(83-01038 March 23, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling

Part 1(f) (Cont.)

BOOK 503 PAGE 121

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Sweden	(EPC-FILED March 22, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
Switzerland	(EPC-FILED March 22, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
United Kingdom	(EPC-FILED March 22, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
West Germany	(EPC-FILED March 22, 1983)	Reclosable Container Having Anti-Slip Flanges Facilitating Opening and Handling
Australia	(82-91961 December 30, 1982)	Safety Blade for Severing Stretchable Film
Canada	1189031 June 18, 2002	Safety Blade for Severing Stretchable Film
Australia	(83-19725 September 29, 1983)	Poly-1-Butene Multilayer Plastic Film
Canada	(434500-2 August 12, 1983)	Poly-1-Butene Multilayer Plastic Film
New Zealand	(205807 September 29, 1983)	Poly-1-Butene Multilayer Plastic Film
Australia	(82-91923 December 24, 1984)	Safety Blade for Severing Stretchable Film
Canada	1189032 June 18, 2002	Safety Blade for Severing Stretchable Film
EPC	(84107589.8 June 29, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Australia	(84-31504 June 27, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Austria	(EPC-FILED June 29, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Belgium	(EPC-FILED June 29, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Canada	(457750-7 June 26, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Denmark	(85-00926 June 27, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Finland	(85-00831 June 27, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
France	(EPC-FILED June 29, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Ireland	(84-01662 June 29, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Italy	(EPC-FILED June 29, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Japan	(84-502692 June 27, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
New Zealand	(208749 July 2, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Netherlands	(EPC-FILED June 29, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Norway	(85-00559 June 27, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Portugal	(78831 July 2, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Spain	(533887 June 29, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Spain	(287486 June 17, 1985)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Sweden	(EPC-FILED June 29, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Switzerland	(EPC-FILED June 29, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
United Kingdom	(EPC-FILED June 29, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
West Germany	(EPC-FILED June 29, 1984)	Controlled Separation Characteristics of Interlocking Closure Fastening Devices
Australia	(83-21767 November 28, 1983)	Improved Closure
Canada	(439057-1 October 14, 1983)	Improved Closure
New Zealand	(206412 November 28, 1983)	Improved Closure
EPC	(83112995.2 December 22, 1983)	Adhesive Closure Bags and Method for Producing Same
Australia	(83-22900 December 23, 1983)	Adhesive Closure Bags and Method for Producing Same
Belgium	(EPC-FILED December 22, 1983)	Adhesive Closure Bags and Method for Producing Same
Canada	(443483-8 December 16, 1983)	Adhesive Closure Bags and Method for Producing Same
France	(EPC-FILED December 22, 1983)	Adhesive Closure Bags and Method for Producing Same
Italy	(EPC-FILED December 22, 1983)	Adhesive Closure Bags and Method for Producing Same

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
New Zealand	(206708 December 22, 1983)	Adhesive Closure Bags and Method for Producing Same
Norway	(83-04802 December 23, 1983)	Adhesive Closure Bags and Method for Producing Same
Sweden	(EPC-FILED December 22, 1983)	Adhesive Closure Bags and Method for Producing Same
Switzerland	(EPC-FILED December 22, 1983)	Adhesive Closure Bags and Method for Producing Same
United Kingdom	(EPC-FILED December 22, 1983)	Adhesive Closure Bags and Method for Producing Same
West Germany	(EPC-FILED December 22, 1983)	Adhesive Closure Bags and Method for Producing Same
EPC	(84107590.6 June 29, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
Australia	(84-31054 June 27, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
Austria	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
Belgium	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
Canada	(457747-7 June 28, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
Denmark	(85-00927 June 27, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
Finland	(85-00807 June 27, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
France	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Ireland	(84-01663 June 29, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
Italy	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
Japan	(85-502590 June 27, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
New Zealand	(208747 July 2, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
Netherlands	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
Norway	(85-00723 June 27, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
Portugal	(78830 July 2, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
Spain	(533886 June 29, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
Spain	(287495 June 17, 1985)	Interlocking Closure Device Having Improved Ease of Occlusion
Spain	(287496 June 17, 1985)	Interlocking Closure Device Having Improved Ease of Occlusion
Spain	(287497 June 17, 1985)	Interlocking Closure Device Having Improved Ease of Occlusion
Spain	(287498 June 17, 1985)	Interlocking Closure Device Having Improved Ease of Occlusion
Spain	(287499 June 17, 1985)	Interlocking Closure Device Having Improved Ease of Occlusion
Sweden	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Switzerland	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
United Kingdom	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
West Germany	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Improved Ease of Occlusion
EPC	(84107591.4 June 29, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Australia	(84-31014 June 27, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Austria	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Belgium	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Canada	(457748-5 June 28, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Denmark	(85-00928 June 27, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Finland	(85-00830 June 27, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
France	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion

Part 1(f) (Cont.)

BOOK 503 PAGE 127

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Ireland	(84-01664 June 29, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Italy	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Japan	(84-502664 June 27, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
New Zealand	(208748 July 2, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Netherlands	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Norway	(85-00766 June 27, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Portugal	(78832 July 2, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Spain	(533888 June 29, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Spain	(287448 June 14, 1985)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Spain	(287449 June 14, 1985)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Sweden	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Switzerland	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
United Kingdom	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
West Germany	(EPC-FILED June 29, 1984)	Interlocking Closure Device Having Controlled Separation and Improved Ease Of Occlusion
Canada	(471785-6 January 9, 1985)	Bag Making Machine and Method
Austria	(A04122/84 December 28, 1984)	Process and Apparatus for Forming Integral Interlocking Closure Film Stock
Canada	(471200-5 December 28, 1984)	Process and Apparatus for Forming Integral Interlocking Closure Film Stock
Finland	(84-05164 December 28, 1984)	Process and Apparatus for Forming Integral Interlocking Closure Film Stock
New Zealand	(201765 January 4, 1985)	Process and Apparatus for Forming Integral Interlocking Closure Film Stock
Switzerland	(85-00017 January 3, 1985)	Process and Apparatus for Forming Integral Interlocking Closure Film Stock
Canada	(467469-3 November 9, 1984)	Multilayer Food Wrap With Cling
EPC	(84116495.7 December 29, 1984)	Single Hinge Interlocking Closure Profile Configuration
Australia	(84-37437 December 28, 1984)	Single Hinge Interlocking Closure Profile Configuration
Austria	(EPC-FILED December 29, 1984)	Single Hinge Interlocking Closure Profile Configuration

Part 1(f) (Cont.)

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Belgium	(EPC-FILED December 29, 1984)	Single Hinge Interlocking Closure Profile Configuration
Canada	(471202-1 December 28, 1984)	Single Hinge Interlocking Closure Profile Configuration
Denmark	(85-03868 December 28, 1984)	Single Hinge Interlocking Closure Profile Configuration
Finland	(85-03306 December 28, 1984)	Single Hinge Interlocking Closure Profile Configuration
France	(EPC-FILED December 29, 1984)	Single Hinge Interlocking Closure Profile Configuration
Ireland	(84-03368 December 31, 1984)	Single Hinge Interlocking Closure Profile Configuration
Italy	(EPC-FILED December 29, 1984)	Single Hinge Interlocking Closure Profile Configuration
Japan	(NOT-RECD December 28, 1984)	Single Hinge Interlocking Closure Profile Configuration
New Zealand	(210769 January 4, 1985)	Single Hinge Interlocking Closure Profile Configuration
Netherlands	(EPC-FILED December 29, 1984)	Single Hinge Interlocking Closure Profile Configuration
Norway	(85-03398 December 28, 1984)	Single Hinge Interlocking Closure Profile Configuration
Sweden	(EPC-FILED December 29, 1984)	Single Hinge Interlocking Closure Profile Configuration
Switzerland	(EPC-FILED December 29, 1984)	Single Hinge Interlocking Closure Profile Configuration
United Kingdom	(EPC-FILED December 29, 1984)	Single Hinge Interlocking Closure Profile Configuration

Part 1(f) (Cont.)

BOOK 503 PAGE 130

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
West Germany	(EPC-FILED December 29, 1984)	Single Hinge Interlocking Closure Profile Configuration
EPC	(84116222.5 December 22, 1984)	Interlocking Closure Bag for the Use in High Temperature Environment
Australia	(84-37240 December 28, 1984)	Interlocking Closure Bag for the Use in High Temperature Environment
Canada	(470336-7 December 17, 1984)	Interlocking Closure Bag for the Use in High Temperature Environment
France	(EPC-FILED December 22, 1984)	Interlocking Closure Bag for the Use in High Temperature Environment
New Zealand	(210608 December 18, 1984)	Interlocking Closure Bag for the Use in High Temperature Environment
West Germany	(EPC-FILED December 22, 1984)	Interlocking Closure Bag for the Use in High Temperature Environment
Canada	935617 October 23, 1990	Linear Apparatus for the Production of Non-Woven Fabrics
Canada	1045361 January 2, 1996	Apparatus and Method for the High Speed Production of Non-Woven Fabrics
Canada	1020481 November 8, 1994	Moving Belt Mechanism
Canada	962217 February 4, 1992	Tubularizing and Detubularizing Belt System
Canada	825854 October 28, 1986	Applicator for Dispensing Liquids
Canada	833205 February 3, 1987	Applicator for Dispensing Liquids
Canada	842457 May 26, 1987	Applicator for Dispensing Liquids

Part 1(f) (Cont.)

BOOK 503 PAGE 130

BOOK 503 PAGE 131

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Canada	815988 June 24, 1986	Vapor Dispensing Candle
Canada	829125 December 9, 1986	Automatic Spray Device
Canada	870439 May 11, 1988	Aerosol Valve
Belgium	DES. 15909 January 16, 2017	Container
Canada	885302 November 9, 1988	Dispensing Carton
Canada	894088 February 29, 1989	Aerosol Actuator Assembly
Belgium	DES. 16826 January 16, 2019	Aerosol Actuator Assembly for A Pressurized Dispensing Container
Japan	DES. 372654 September 10, 1988	Aerosol Actuator Assembly for A Pressurized Dispensing Container
Japan	707900 March 28, 1988	Multiple Orifice Aerosol Actuator
Canada	916106 December 5, 1989	Improved Aerosol Dispenser Valve Structure
Canada	906450 August 1, 1989	Annular Conduit Aerosol Actuator
Canada	916104 December 5, 1989	Multiple Element Aerosol Dispenser
Canada	891363 January 25, 1989	Metering Aerosol Actuator With Downstroke Discharge
Canada	949038 June 11, 1991	Aerosol Actuator Assembly

Part 1(f) (Cont.)

BOOK 503 PAGE 132

<u>Country</u>	<u>Patent No. &amp; Expiration Date or (Application No. and Filing Date)</u>	<u>Title</u>
Canada	960140 December 31, 1991	Synergistic Insect Repellent Compositions Containing N,N-Diethyl Meta Toluamide and 2-Ethyl-1, 3-Hexanediol
France	72-23547 June 29, 1992	Aerosol Dispenser Valve
Italy	958638 June 28, 1992	Aerosol Dispenser Valve
Canada	982526 January 27, 1993	Safety Locking Aerosol Valve Actuator
Canada	842535 May 26, 1987	Watersled

DISCLOSURE SCHEDULE IIPATENTS AND TECHNOLOGYPart 1 - Patents and Technology to be Transferred to Buyer  
Pursuant to Article 1.1(vi) (Cont.)(g) Unfiled Active Dockets Relating to Inventions Owned by  
Union Carbide Corporation (Automotive Products Department)

<u>Reference No.</u>	<u>Subject</u>
14,849	Silicate Inhibited Alkaline Neutralizer
14,914	Siliconate Phosphonate Antifreeze Stabilizer
15,105	Bis Silyl Corrosion Inhibitor
15,246	Stabilized Silica in Antifreeze
15,207	Dual Use Flush/Cleaner

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

Part 1 - Patents and Technology to be Transferred to Buyer  
Pursuant to Article 1.1 (vi) (Cont.)

(h) Unfiled Active Dockets Relating to Inventions Owned by  
Union Carbide Corporation (Home Product Department)

<u>Reference No.</u>	<u>Subject</u>
14,818	Multiple Omega Closure
15,010	Sandwich Bag
15,197	Multiposition ILC

DISCLOSURE SCHEDULE IIPATENTS AND TECHNOLOGYPart 1 - Patents and Technology to be Transferred to Buyer Pursuant to Article 1.1 (vi) (Cont.)

## (i) Patent and Technology Agreements (Home and Automotive Products Division - Automotive Products Department)

<u>Date</u>	<u>Title/Description</u>	<u>Other Party</u>
December 20, 1985	Mammal-Antifreeze Agreement (Animal repellent development work for Union Carbide. Results to be owned by Union Carbide)	Sensonics, Inc. 408 South 47th St. Philadelphia, PA 19143
January 1, 1986	First Amendment to Mammal - Antifreeze Agreement	Same as above
Not yet available	Technology License Agreement (Brake Fluid License) (Union Carbide Licensor)	PT Antichem Industry JL Danau Sunter Selatan Blok O, No. 4/35 Jakarta 14350, Indonesia (Licensee)
Not yet available	Agreement (Antifreeze License Agreement) (Union Carbide Licensee)	Japan Chemical Industries Co. Ltd. 813 Kikkawa, Shimizu-shi, Shizuoka-ken, Japan (Licensor)

DISCLOSURE SCHEDULE IIPATENTS AND TECHNOLOGYPart 1 - Patents and Technology to be Transferred to Buyer  
Pursuant to Article 1.1 (vi) (Cont.)(j) Patent and Technology Agreements (Home and Automotive  
Products Division - Home Products Department)

Union Carbide as Licensor:

<u>Date</u>	<u>Title/Description</u>	<u>Other Party</u>
January 1, 1964	No title - six pages (Technology License)	Union Carbide Canada Limited 123 Eglinton Avenue East Toronto, Canada M4P 1J3
January 1, 1964	No title - six pages (Patent License)	Same as above
January 1, 1982	Polyethylene Film License Agreement	Same as above
January 1, 1971 GmbH	No title - fifteen pages  (Technology and Patent License)	Union Carbide Deutschland  200 Morsenboicher Weg 200 D-4000 Dusseldorf 30 Federal Republic of Germany
June 9, 1978	No title - two pages (Amendment Letter)	Same as above
August 11, 1978	No title - three pages (Two Amendment Letters)	Same as above
July 24, 1980	No title - three pages (Two Amendment Letters)	Same as above
January 1, 1976	No title - eleven pages (Polyethylene Film License Agreement)	Union Carbide Australia Ltd. 157-167 Liverpool Street Sidney, N.S.W. 2000 Australia

## Part 1(j) (Cont.)

Union Carbide as Licensor

<u>Date</u>	<u>Title/Description</u>	<u>Other Party</u>
January 1, 1972	No title - eleven pages (Household Films Products License Agreement)	Chemos Industries Pty. 293 Queens Street Brisbane, Queensland, 4000 Australia
January 1, 1971	No title - ten pages  (Consumer Products - GLAD License Agreement)	Union Carbide New Zealand  7-9 Funshaw Street Auckland, New Australia
March 30, 1972	No title - one page (Amendment Letter)	Same as above
July 27, 1972	No title - two pages (Amendment Letter)	Same as above
May 8, 1985	Technical Assistance and Trademark License Agreement	Union Carbide South Africa (Pty) Ltd. P.O. Box 8194 Johannesburg, 2001, South Africa
April 5, 1985	License Agreement	Union Carbide Asia Ltd. 11 Floor, Mandarin Plaza Tower A 14 Science Museum Road Tsim Sho Tsui East Kowloon, Hong Kong

Union Carbide as Licensee

<u>Date</u>	<u>Title/Description</u>	<u>Other Party</u>
November 23, 1981	Handle Tie License Agreement	Eugene P. Christie 555 Edgemont Lane Park Ridge, IL 60068
November 12, 1984	First Amendment to Handle Tie License Agreement	Same as above

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

CONTENTS

Part 2 - Buyer and Seller Patent-Technology Overlaps

DISCLOSURE SCHEDULE IIPATENTS AND TECHNOLOGYPart 2 - Buyer and Seller Patent-Technology Overlaps

The only patent rights and technologies which are used or may be used in connection with the Businesses and are shared with other businesses of Seller relate to: (a) plastic wrap and plastic wrap products, and (b) automotive antifreeze/coolant.

A. Buyer Patent - Technology Overlap

Seller's Polyolefins Division has developed certain technology and acquired certain patent rights relating to plastic wrap and plastic wrap products, and sells materials to customers who use these materials to manufacture plastic wrap and plastic wrap products, which in some instances compete with the plastic wrap and plastic wrap products of the Businesses. Seller's Home and Automotive Products Division and its customers use part of this technology and practice certain of these patent rights in its Businesses ("Buyer Patent - Technology Wrap Overlap") although within Seller's organization the Polyolefins Division has primary business responsibility for the Buyer Patent-Technology Wrap Overlap. Seller will convey to Buyer as part of this Agreement, the necessary rights so that Buyer and Buyer's customers may employ the Buyer Patent-Technology Wrap Overlap only in connection with Buyer's use or Buyer's customers use of the Technology in the Businesses.

~~[Seller has also developed certain technology and acquired certain patent rights relating to oil in alcohol microemulsion compositions ("Microemulsion"), and also the use of Microemulsion in automotive antifreeze/coolant ("Microemulsion Antifreeze"). Seller is retaining title to the Microemulsion patents and technology, but is assigning to Buyer all rights to the Microemulsion Antifreeze patents and technology as part of the Patents and Technology, respectively. Although Seller is not presently using the Microemulsion or the Microemulsion Antifreeze, use of the latter would require use of the Microemulsion patents and technology, and as such it represents "Buyer Patent-Technology Antifreeze Overlap". Seller will convey to Buyer, as part of this Agreement, the necessary~~

JEC 0278g 3/18/86

~~rights so that Buyer and Buyer's customers may employ the Buyer Patent Technology Antifreeze Overlap only in connection with Buyer's use or Buyer's customers use of the Technology in the Businesses.]~~

Seller has also developed certain technology and acquired certain patent rights relating to carboxylate silicones and their manufacture ("Carboxylate Silicones"), and also the use of Carboxylate Silicones in automotive antifreeze/coolant "Carboxy-Stabilized Antifreeze". Seller is retaining title to the Carboxylate Silicones' patents and technology, but is assigning to Buyer all rights to the Carboxy-Stabilized Antifreeze patents and technology as part of the patents and technology, respectively. Although Seller is not presently commercially using the Carboxylate Silicones or the Carboxy-Stabilized Antifreeze, use of the latter would require use of the Carboxylate Silicones, and as such is represents "Buyer Patent Antifreeze Overlap." Seller, at its option, will either sell Carboxylate Silicones to Buyer or grant Buyer royalty-bearing license rights to manufacture or have manufactured on its behalf, Carboxylate Silicones for use in Carboxy-Stabilized Antifreeze.

B. Seller Patent-Technology Overlap

Seller's Polyolefins and Home and Automotive Products Divisions and their respective customers use certain patents described in Part 1 of this Schedule II and related technology [assigned to Buyer pursuant to this Agreement,] in connection with the manufacture, use and sale of plastic wrap and plastic wrap products ("Seller Patent-Technology Overlap"). Such patents and technology shall be included with the scope of Patents and Technology assigned to Buyer pursuant to this Agreement and Buyer will convey to Seller as part of this Agreement, the necessary rights so that Seller may continue to use the Seller Patent-Technology Wrap Overlap in the manner used by Seller and its licensees and customers at or prior to the Closing Date.

JEC 0278g 3/18/86

BOOK 503 PAGE 141  
DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

Part 3 - Claims, Litigation and Other Proceedings Pertaining to  
Patents and Technology

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

Part 3 - Claims, Litigation and Other Proceedings Pertaining to Patents and Technology.

A. Litigation by Third Parties Against Seller

1. Vangedal-Nielsen v. Union Carbide Deutschland GmbH

In July 7, 1984, Mr. Erling Vangedal-Nielsen filed a complaint against Union Carbide Deutschland ("UCD") in the Regional Court, 4th Circuit Division, Dusseldorf, Federal Republic of Germany, alleging infringement of German Patent 23 02 365 relating to a plastic bag for storing and dispensing ice cubes. UCD instituted a nullity action against the German Patent and the courts found in favor of the patentee. Seller's best estimate on potential damages is \$50,000. Settlement discussions are being held.

B. Litigation by Seller Against Third Parties

1. Union Carbide Corporation v. Presto Products, Inc.

In June 1981, Seller filed a complaint against Presto Products, Inc. in the U.S. District Court, Easter District of Wisconsin, alleging infringement of U.S. Patent 4,212,237 by reason of the manufacture and sale of small plastic bags containing an interlocking closures molded GLAD LOCK. Pretrial discovery is complete and there have been no serious settlement discussions. The trial will probably begin in August, 1986.

ADDENDUM TO DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

RE: Part 1(g) - Unfiled Active Dockets Relating to  
Inventions Owned by Union Carbide Corporation  
(Automotive Products Department)

---

Add the following:

<u>Reference No.</u>	<u>Subject</u>
14823-1	Carboxylate - Silicone Stabilized Antifreeze/Coolant (to be filed week of April 21, 1986)

RE: Part 2A Buyer Patent - Technology Overlap

---

Substitute the following for the last line of Part 2A  
on Page 57:

Seller will sell Carboxylate Silicone to Buyer pursuant to Exhibit C-6 to this Agreement or, if the parties so agree, grant Buyer royalty-bearing license rights to manufacture, or have manufactured on its behalf, Carboxylate Silicones for use in Carboxy - Stabilized Antifreeze.

BOOK 503 PAGE 144

SCHEDULE II - TRADEMARK COLLATERAL

BOOK 503 PAGE 145

Purchase and Sale Agreement - U.S. Assets

DISCLOSURE SCHEDULE III

TRADEMARKS

Automotive Products

Date: February 21, 1986  
Revised: March 14, 1986

DISCLOSURE SCHEDULE III

TRADEMARKS

CONTENTS

- Part 1 - Automotive Products - Applications and Registration - United States
- Part 2 - Automotive Products - Applications and Registrations - Canada
- Part 3 - Automotive Products - Applications and Registrations - Foreign Countries
- Part 4 - STP Corporation - Applications and Registrations Worldwide
- Part 5 - STP International, Inc. - Registrations Australia

~~BOOK 503 PAGE 148~~

BOOK 503 PAGE 147

PART I

AUTOMOTIVE PRODUCTS

APPLICATIONS & REGISTRATIONS

UNITED STATES

TRADEMARK SL...JULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARKS

REGISTRATION

BODYCARD\*

574,532

Liquid Material, including wax and providing a coating or film particularly for protective and preservative purposes, and for polishing, for use on automobiles and other painted and lacquered surfaces.

BODYSHEEN\*

586,885

Liquid combination cleaning and polishing preparation for use on automobiles and the like.

DESIGN OF BOTTLES

923,001

Cleaning and polishing compounds for use on automobiles.

DESIGN OF TWO LOOPS\*

859,482

Automobile washing and polishing services.

WILSEEL MISER

1,156,881

Automotive additive for fuel tank.

LZZ\*

562,542

Liquid cleaning fluid for cleaning chrome and other metal surfaces.

GAS MISER\*

1,048,782

Automotive additive for gas tank.

\* Incontestable

TRADEMARK SIMON

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

GREASE-EATER\*

846,024

General-purpose cleaner for removing grease, oil and dirt.

LUSTRE COAT

841,806

Wax sold in bulk for polishing automobiles.

MASTER WAX\*

742,534

Preparation for beautifying and protecting surfaces.

MOTORISTS WISE SIMONIZ\*

580,021

Hard paste wax-like material for providing a coating or film, particularly for protective and preservative purposes, and for use on automobiles, furniture, and the like.

MOTORISTS WISE USE SIMONIZ\*

684,594

Polishing and cleaning preparations for automobiles, furniture, and woodwork.

NEVER PICK UP A STRANGER

930,759

Anti-freeze and summer coolant.

NEW LOOK

1,241,765

Preparations for cleaning and polishing automotive bodies and other surfaces.

\* Incontestable

TRADEMARK SCHEDULE  
AUTOMOTIVE PRODUCTS  
UNION CARBIDE CORPORATION  
UNITED STATES

REGISTRATIONS:

REGISTRATION

TRADEMARK

812,862

OIL MIZER\*

Motor oil additives.

852,577

OIL PLUS\*

Motor oil additive.

894,436

161 DESIGN\*

Oil and gasoline additives for automobiles.

181,657

PRESTONE\*

Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal-combustion engines.

434,789

PRESTONE

Lubricating oil.

590,698

PRESTONE\*

Stop leak, and anti-rust, for use in automotive cooling systems.

590,708

PRESTONE\*

Gas line anti-freeze and gas line conditioner.

\* Uncontestable

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

595,417

PRESTONE\*

Water pump lubricant.

598,269

PRESTONE\*

Cleaner for use in automotive cooling systems.

643,395

PRESTONE\*

Chemical composition for use in cleaning windshields.

664,229

PRESTONE\*

Preparations for cleaning and polishing automobile bodies and other surfaces.

682,377

PRESTONE\*

Chemical composition for use as rust and corrosion preventive for metal surfaces.

683,788

PRESTONE\*

Compositions for removing tar and oil from automobile bodies, for removing rust from and for cleaning and polishing metal surfaces, and for cleaning tires.

683,857

PRESTONE\*

Hydraulic brake fluid.

\* Incontestable

TRADEMARK SCHEDULE  
AUTOMOTIVE PRODUCTS  
UNION CARBIDE CORPORATION  
UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

PRESTONE\*

702,073

Windshield washer anti-freeze and windshield de-icer.

PRESTONE\*

837,902

Apparatus for the flushing and cleaning of cooling systems, such as cooling systems for internal combustion engines, and for the installation of anti-freeze in such systems.

PRESTONE\*

838,760

Refractometers for testing anti-freeze and battery solutions.

PRESTONE\*

839,437

Hose clamps and flushing l's for automotive cooling systems.

PRESTONE\*

1,012,722

Starting fluid spray for gasoline and diesel engines.

PRESTONE\*

1,041,232

Ethylene glycol anti-freeze and coolant tester for use in determining the freezing and boiling point protection for automotive cooling systems.

PRESTONE\*

1,058,365

Radiator caps for automobiles.

\* Incontestable

TRADEMARK SCHEDULE  
AUTOMOTIVE PRODUCTS  
UNION CARBIDE CORPORATION  
UNITED STATES

REGISTRATIONS:

TRADEMARK	REGISTRATION
PRESTONE Funnel for automotive use.	1,206,746
PRESTONE SNO-SWEEP Combination ice scraper and brush.	1,156,425
PRESTONE II* Anti-freeze and coolant for use in automotive cooling systems.	956,329
PREST-O-TIRE Liquid gas in portable tanks for inflating tires.	63,422
PRIME* Gas line anti-freeze and gas line conditioner.	590,709
PRIME Anti-freeze and summer coolant.	967,935
PRISM Automotive wax.	1,047,454
ROYALE* Automotive cleaner wax.	1,004,413

\* Incontestable

TRADEMARK SCHEMULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

SHINES LIKE THE SUN  
Car wax and cleaner.

1,131,135

SILICONE SILICATE AND SSS DEVICE

1,262,753

Anti-freeze and coolant for use in automotive cooling systems.

SIMOLITE\*

728,392

Composite zero-resin, used as an ingredient in polishing preparations.

SIMONIZ\*

561,771

Hard paste wax-like material for providing a coating or film, particularly for protective and preservative purposes, and for use on automobiles, furniture and the like. License granted to: Syndel Products, Inc.

SIMONIZ\*

563,837

Cleaning and polishing compounds, in both paste and liquid form, for any painted, lacquered, enameled, or porcelain surface, as on automobiles, furniture and the like; a paste, wax-like, material for polishing floors and providing a preservative coating therefor; a paste and a liquid material for polishing any painted, lacquered, enameled, or porcelain surface and providing a preservative coating therefor; a "rub-down" compound in paste form for dressing newly applied lacquers, enamels, and the like, and providing a preliminary polish thereto; and paste, wax-like, materials having various coloring incorporated therein for polishing furniture and other woodwork, and for minimizing the effects of scratches and other marks thereon. License granted to: Syndel Products, Inc.

\* Incontestable

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

SIMONIZ\*

563,838

Chrome and metal cleaner in liquid form, and for a tar solvent in liquid form. License granted to: Syndet Products, Inc.

SIMONIZ\*

628,491

floor wax.

SIMONIZ\*

678,430

Synthetic sponges.

SIMONIZ\*

832,311

Toilet bowl and urinal cleaner.

SIMONIZ\*

836,465

Automobile washing and polishing services. License granted to: Syndet Products, Inc.

SIMONIZ\*

838,649

Motor oil and gasoline additives.

SIMONIZ\*

855,781

Aerosol air freshener and preparation for melting ice and snow on windshields; car wash preparations and windshield washer solvent. License granted to: Syndet Products, Inc.

\* Incontestable

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

BOOK 503 PAGE 156

REGISTRATIONS:

TRADEMARK

REGISTRATION

SIMONIZ\*

862,125

Rug shampoo.

SIMONIZ LIQUID KLEENER LABEL

845,660

Automobile cleaning preparation. License granted to: Syndet Products, Inc.

SIMONIZ SPECIAL DESIGN

873,325

Oil and gasoline additives for automobiles.

SMOOTH\*

846,879

Cleaner wax for automotive vehicles.

S DESIGN\*

857,302

Floor wax and furniture wax, wax remover.

SUPER BLUE\*

814,777

Car wax and cleaner.

SUPER SEAL\*

1,053,824

Leak preventative, rust inhibitor and water-pump lubricant composition for high-pressure automotive vehicle cooling system. Disclaimer: "SEAL".

\* Incontestable

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

SUPER-SWEEP\*

908,577

Automotive snow brush.

TOUGH STUFF

876,205

Drain opener.

TUFF STUFF

876,206

Drain opener.

TUFF STUFF\*

893,001

Multi-purpose cleaner for automotive and home uses.

VISTA\*

745,623

Combination floor cleaner and polish.

VISTA\*

646,267

Car wax and cleaner.

VISIA\*

837,534

Synthetic sponges.

VII-CHEK\*

848,759

Retractometers for testing anti-freeze and battery solutions.

\* Incontestable

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

WHITE SIDE\*

Composition for cleaning and restoring the color of white sidewall tires.

WINTER WAX

Cleaning and polishing composition for use in protecting automotive vehicle surfaces.

REGISTRATION

569,412

761,098

APPLICATIONS:

TRADEMARK

JUG DEVICE

Anti-freeze and coolant for use in automotive cooling systems. No claim is made to the exclusive right to use the purely functional container for the goods (including the cap) apart from the mark as shown. The mark consists of the color yellow in combination with the shape of the container for the goods. The container for the goods is a component of the mark only to the extent that the mark is the combination of the color yellow and the shape of the container. The drawing is lined for the color yellow, which is claimed as a feature of the mark. The Trademark Office has approved this application for publication in the U.S. Official Gazette of February 18, 1986. Licenses granted to Trak Auto (a Delaware corporation) and The Pep Boys.

APPLICATION

526,304

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION - UNITED STATES

BOOK 503 PAGE 159

APPLICATIONS:

TRADEMARKS

PRESTONE 11 & JUG DEVICE

526,303

Anti-freeze and coolant for use in automotive cooling systems. No claim is made to the exclusive right to use the purely functional container for the goods (including the cap) apart from the mark as shown. The mark consists of the color yellow in combination with the shape of the container for the goods. The container for the goods is a component of the mark only to the extent that the mark is the combination of the color yellow and the shape of the container. The drawing is lined for the color yellow, which is claimed as a feature of the mark. The Trademark Office has approved this application for publication in the U.S. Official Gazette of February 18, 1986.

APPLICATION

SUPERPOLY

583,527

Preparation for cleaning and polishing automobile bodies and other surfaces.

UNDERTAKINGS:

In settlement of an opposition to an application by Amsoil, Inc. to register "SILICONE SHIELD" for automotive polish, Union Carbide Corporation agreed not to use SILICONE SHIELD as a trademark in consideration of Amsoil's agreement not to object to Union Carbide's use of "shield" and "silicone", either separately or in combination in a descriptive manner and as long as it is accompanied on the container by a trademark.

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION - UNITED STATES

**INFRINGEMENTS:**

Union Carbide Corporation filed a trademark and trade dress infringement action against Fred Meyer, Inc. and BASF Wyandott Corporation claiming that their use of a yellow f-Style container in the sale of antifreeze infringes upon Union Carbide's trademark rights in this mark. The District Court of Oregon denied Union Carbide's motion for a preliminary injunction on the basis that the mark was not protectible. Union Carbide has appealed from this decision to the Court of Appeals for the Ninth Circuit. The U.S. Trademark Office has subsequently approved Union Carbide's application to register the yellow jug trademark which is being published for opposition in the Official Gazette of February 18, 1986.

Union Carbide Corporation has complained to Radiator Specialty Company that its use of a small, yellow f-Style container for its super radiator cleaner, flush and sealer products infringes Union Carbide's trademark rights in the yellow jug trademark which is used for, in addition to antifreeze, its super cleaner, flush and sealer products. Attempts are being made to amicably resolve this matter.

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

STATE REGISTRATIONS

TRADEMARK	STATE	REGISTRATION
EVEREADY Anti-freeze.	Texas	14991
EVEREADY PRESTONE LABEL Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal combustion engines.	Massachusetts	11,560
EVEREADY PRESTONE LABEL Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal combustion engines.	New Jersey	None
PRESTONE Chemicals, medicines, and pharmaceutical preparations.	Texas	13,883
PRESTONE BRAND ANTIFREEZE LABEL Chemicals, medicines, and pharmaceutical preparations.	Texas	13,904

BOOK 503 PAGE 162

PART 2

AUTOMOTIVE PRODUCTS

APPLICATIONS & REGISTRATIONS

CANADA

JFC 0433g 3/18/86 Page 1

TRADEMARK SCHEDULE  
 AUTOMOTIVE PRODUCTS  
 UNION CARBIDE CORPORATION  
 CANADA

REGISTRATIONS:

TRADEMARK

REGISTRATION

BUFF STUFF

194,407

Preparation for cleaning and polishing automobile bodies and other metal and ceramic surfaces. Disclaimer: BUFF. Associated Marks: 172,534 for TUFF STUFF, 189,338 for RUFF STUFF. Registered User: Union Carbide Canada Limited, recorded September 18, 1973, R.U. No. 24589.

COLD PROOF, JR.

216,041

Automotive snow brush. Registered User: Union Carbide Canada Limited, recorded September 17, 1976, R.U. No. 30324.

DIESEL MISER

266,595

Automotive additive for fuel tank. Disclaimer: DIESEL. Registered User: Union Carbide Canada Limited, recorded February 19, 1982, R.U. No. 44754.

MINOTAUR DESIGN

189,284

Automotive oil additive. Registered User: Union Carbide Canada Limited, recorded March 16, 1973, R.U. No. 22889.

MINOTAUR DESIGN

211,063

Chemical compositions for use as carburetor and fuel system cleaners; gasoline additives to improve engine performance; oil additives to reduce oil consumption, friction and wear; and transmission stop leak. Chemical cleaner for automotive carburetors and chokes. Associated Mark: 189,284 for Minotaur Design. Registered User: Union Carbide Canada Limited, recorded January 6, 1976, R.U. No. 28271.

NEVER PICK UP A STRANGER

185,324

Anti-freeze and summer coolant. Registered User: Union Carbide Canada Limited, recorded September 8, 1972, R.U. No. 24684.

HTW LOOK

288,803

Preparations for cleaning and polishing automotive bodies and other surfaces. Registered User: Union Carbide Canada Limited, recorded March 16, 1984, R.U. No. 55984.

OIL MISER

148,540

Motor oil additives. Registered User: Union Carbide Canada Limited, recorded December 16, 1966, R.U. No. 12562.

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION  
CANADA

REGISTRATIONS:

TRADEMARK

PRESTONE

Sale of anti-freeze mixture, cooling system cleaner, cooling system stop leak, and cooling system anti-rust and water pump lubricant; and gas line anti-freeze and gas line conditioner, motor oil. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

197/43245

PRESTONE

Testers for solutions of ethylene glycol anti-freeze and water, hose for automobile heaters and radiators; radiator pressure caps and thermostats for automotive cooling systems; hose clamps and flushing tees for automotive cooling systems. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

N.S. 10853/40

PRESTONE

Chemical compound for use in internal combustion engines as a lubricant and solvent for gum, sludge and varnish formations; and anti-freeze mixture. Associated Mark: 197/43245 for PRESTONE. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

N.S. 36201/141

PRESTONE

Chemical composition for use in cleaning windshields. Registered User: Union Carbide Canada Limited, recorded September 7, 1957. Associated Marks: 197/43245, 141/36201 for PRESTONE; 197/43253 for EVEREADY PRESTONE.

107,927

PRESTONE

Preparations for cleaning and polishing automobile bodies and other surfaces. Registered User: Union Carbide Canada Limited, recorded November 1, 1958, R.U. No. 2606. Associated Marks: 197-43245, 107,927 and 112,015 for PRESTONE.

112,014

PRESTONE

Detergent preparation for cleaning automobile bodies and metal, glass, rubber, and other surfaces. Registered User: Union Carbide Canada Limited, recorded November 1, 1958, R.U. No. 2607. Associated Marks: 197-43245, 107,927 and 112,014 for PRESTONE.

112,015

PRESTONE

Windshield de-icer. Registered User: Union Carbide Canada Limited, recorded December 31, 1960, R.U. No. 5460. Associated Marks: 197/43253 for EVEREADY PRESTONE and 197/43245, N.S. 141/46201, 107927, 112014 and 112015 for PRESTONE.

120,636

## TRADEMARK SCHEDULE

## AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION  
CANADA

## REGISTRATIONS:

## TRADEMARK

## REGISTRATION

## PRESTONE

123,917

Apparatus for the flushing and cleaning of cooling systems, such as cooling systems for internal combustion engines, and for the installation of anti-freeze in such. Registered User: Union Carbide Canada Limited, recorded October 14, 1961, R.U. No. 7170. (Recorded May 3, 1968 as to amended wares.) Associated Marks: Nos. 197/43245, N.S. 40/10853, N.S. 141/36201, 107,927, 112,014, 112,015, 116,426, 120,636 for the trade mark "PRESTONE" and No. 197/43253 for the trade mark "EVEREADY PRESTONE".

## PRESTONE

212,167

Starting fluid spray for gasoline and diesel engines. Registered User: Union Carbide Canada Limited, recorded February 12, 1976, R.U. No. 29784. Associated Marks: Registration Nos. 197/43245; N.S. 40/10853; N.S. 141/36201; 107,927; 112,014; 112,015; 120,534; 120,636; 123,917 for the trade mark PRESTONE; No. 197/43253 for the trade mark EVEREADY PRESTONE; No. 125,674 for the trade mark PRESTONE and Device; No. 195,034 for the trade mark PRESTONE II; No. 210,572 for the trade mark PRESTONE and Key Design.

## PRESTONE

282,920

Funnel for automotive use. Registered User: Union Carbide Canada Limited, recorded September 2, 1983, R.U. No. 51299. Associated Marks: Registration Nos. N.S. 10853/040, N.S. 36201/141, 197/43245, 107,927, 112,014, 112,015, 120,636, 123,917, 212,967, for the trade mark PRESTONE, 195,034 PRESTONE II, 210,572 PRESTONE Key Design, 218,565 PRESTONE BUFF, 265,861 PRESTONE SMO-SHEEP.

## PRESTONE

2,200 (Newfoundland)

Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal combustion engines.

## PRESTONE BUFF

218,565

Car wax. Registered User: Union Carbide Canada Limited, recorded January 28, 1977, R.U. No. 11033. Associated Marks: 210572 for PRESTONE Key Design and 212167 for PRESTONE. Disclaimer: BUFF

## PRESTONE II

195,034

Anti-freeze and coolant for use in automotive cooling systems. Registered User: Union Carbide Canada Limited, recorded April 18, 1974, R.U. No. 24587. Associated Marks: 197/43245/ N.S. 141/16201 and 120616 for PRESTONE and 197/43253 for EVEREADY PRESTONE.

## TRADEMARK SCHEDULE

## AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION  
CANADA

## REGISTRATIONS:

## TRADEMARK

## PRESTONE KEY DESIGN

210,572

Preparation for removing tar and oil from internal combustion engines and other metal surfaces; car wax. Registered User: Union Carbide Canada Limited, recorded November 14, 1975, R.U. No. 28768. Associated Marks: Registration Nos. 197/43245; N.S. 40/10853; N.S. 141/36201; 107,927; 112,014; 112,015; 116,426; 120,534; 120,636; 123,917 for the trade mark PRESTONE; No. 125,674 for the trade mark PRESTONE and Device; No. 195,034 for the trade mark PRESTONE II and No. 197/43253 for the trade mark EVEREADY PRESTONE.

## PRESTONE SMO-SWEEP

265,861

Combination ice scraper and brush. Disclaimer: SMO-SWEEP Registered User: Union Carbide Canada Limited, recorded January 15, 1982, R.U. No. 47515. Associated Marks: Registration Nos. 197/41245, N.S. 10853/40, N.S. 36201/141, 107,927, 112,014, 112,015, 120,636, 123,917, 212,167 for the trade mark PRESTONE, 195,034 PRESTONE II, 210,572 PRESTONE Key Design and 218,565 PRESTONE BUFF.

## PRIME

276,715

Anti-freeze and summer coolant. Registered User: Union Carbide Canada Limited, recorded February 18, 1983, R.U. No. 55505. Associated Mark: N.S. 50575/199 for PRIME.

## PRISM

220,016

Automotive wax. Registered User: Union Carbide Canada Limited, recorded April 15, 1977, R.U. No. 31032.

## RUFF STUFF

189,338

Rubbing compound for cleaning and smoothing metal surfaces of automobiles. Registered User: Union Carbide Canada Limited, recorded March 16, 1973, R.U. No. 24588. Associated Mark: 172,514 for RUFF STUFF.

## SHINIS LIKE THE SUN

253,728

Car wax and cleaner. Registered User: Union Carbide Canada Limited, recorded December 12, 1980, R.U. No. 41325.

## SILICONE SILICATE DESIGN

301,441

Anti-freeze and coolant for use in automotive cooling systems. Disclaimer: SILICONE SILICATE. Registered User: Union Carbide Canada Limited, recorded April 4, 1985, R.U. No. 53050.

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION  
CANADA

REGISTRATIONS:

TRADEMARK

REGISTRATION

STUD

190,986

Automotive oil additive. Registered User: Union Carbide Canada Limited, recorded May 18, 1973.

IACHONITE DEVICE

186,018

Motor oil. Registered User: Union Carbide Canada Limited, recorded October 13, 1972, R.U. No. 23746.

IHEK

M.S. 13005/49

Anti-freeze. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

IUFF STUFF

172,534

Multi-purpose cleaner for automotive and home use. Registered User: Union Carbide Canada Limited, recorded November 6, 1970, R.U. No. 19437.

VU-CHEK

156,762

Refractometers for testing anti-freeze and battery solutions. Registered User: Union Carbide Canada Limited, recorded May 10, 1968, R.U. No. 14473.

WINTER-FLO

M.S. 21681/83

Anti-freeze compounds; chemical composition for application to particles of coal inhibiting their freezing together. Registered User: Union Carbide Canada Limited, recorded May 31, 1982, R.U. No. 7588.

WINTERVIEW

119,207

Windshield washer anti-freeze. Registered User: Union Carbide Canada Limited, recorded September 19, 1960, R.U. No. 6166.

ZIIDDATE

187,625

An ingredient sold as a component of automotive oil additive. Registered User: Union Carbide Canada Limited, recorded January 5, 1973, R.U. No. 7511.

BOOK 503 PAGE 168

PART 3

AUTOMOTIVE PRODUCTS

APPLICATIONS & REGISTRATIONS

FOREIGN COUNTRIES

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK	COUNTRY	APPLICATION
JUG DEVICE Antifreeze solution, coolant solution, brake fluid, engine starting fluid, silicone wax, paraffin wax, lubricating oil. License granted to: Union Carbide Asia Limited.	Korea	85-17396
PRESTONE Chemical substances used in manufactures, photography, scientific research, agriculture, and horticulture, anti-corrosives especially; liquid compounds for the prevention of freezing and boiling of water in radiators connected with explosion motors.	Argentina	1,297,138
PRESTONE	Bahrain	
PRESTONE II	Bahrain	
PRESTONE (Chinese) Antifreeze	Brunei	
PRESTONE	Greece	
PRESTONE II	Greece	
PRESTONE Antifreezing solution, cooling solution	Korea	85-131

TRADEMARK SCHEDULE  
AUTOMOTIVE PRODUCTS  
UNION CARBIDE CORPORATION  
FOREIGN COUNTRIES

APPLICATIONS:	COUNTRY	APPLICATION
TRADEMARK		
PRESTONE	Kuwait	
PRESTONE	Kuwait	
PRESTONE (ENGLISH AND CHINESE) Antifreeze	Malaysia	2665/85
PRESTONE Brake Fluids	Mexico	
PRESTONE	People's Democratic Republic of Yemen	
PRESTONE II	People's Democratic Republic of Yemen	
PRESTONE IN CHINESE Antifreeze	Portugal	230,440
PRESTONE	Qatar	

TRADEMARK SCHEDULE  
AUTOMOTIVE PRODUCTS  
UNION CARBIDE CORPORATION  
FOREIGN COUNTRIES

APPLICATIONS:	COUNTRY	APPLICATION
TRADEMARK		
PRESTONE II	Qatar	
PRESTONE	Saudi Arabia	
PRESTONE II	Saudi Arabia	
PRESTONE IN CHINESE Antifreeze	Singapore	
PRESTONE	Turkey	
PRESTONE II	Turkey	
PRESTONE	United Arab Emirates	
PRESTONE II	United Arab Emirates	

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:	COUNTRY	APPLICATION
TRADEMARK		
PRESTONE	Yemen Arab Republic	
PRESTONE II	Yemen Arab Republic	
PRESTONE II	Korea (South)	84-14328
Coolant, non-freezing agent, anti-rust, gas miser, melts frost, de-icer, sealer, lubricating agent. Registered under Registration No. 112,897 on January 21, 1986.		
PRESTONE II (KOREAN)	Korea (South)	84-14329
Coolant, non-freezing agent, gas miser, melts frost, anti-rust, de-icer, sealer, lubricating agent. Registered under Registration No. 122,898 on January 21, 1986.		
PRESTONE II & JUG DEVICE	Korea (South)	85-17395
Antifreezing solution, coolant solution, brake fluid, engine starting fluid, silicone wax, paraffin wax, lubricating oil. Associated Marks: 9845 and 103,627. License granted to: Union Carbide Asia Limited.		
SSS-DESIGN	Brazil	
Anti-freeze and coolant for use in automotive cooling systems.		
SSS-DESIGN	Japan	
Anti-freeze and coolant for use in automotive cooling systems.		
LUFT STUFF	Australia	369,452

TRADEMARK SCHEDULE  
 AUTOMOTIVE PRODUCTS  
 UNION CARBIDE CORPORATION  
 FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

TUFF STUFF

COUNTRY

Australia

APPLICATION

369,453

REGISTRATIONS:

TRADEMARK

COUNTRY

BODYGARD

Liquid material, including wax and providing a coating or film particularly for protective and preservative purposes, and for polishing, for use on automobiles and other painted and lacquered surfaces.

Puerto Rico

9428

KLEENER

Cleaning compounds in both paste and liquid form for cleaning and restoring the lustre of any painted, lacquered, enameled or porcelain surfaces or the like.

Puerto Rico

14,355

OIL MISER-PLUS (AND KATAKANA EQUIVALENT)

Chemical additives to increase the viscosity of motor oil.

Japan

1,268,276

PHI STONE

Chemical compositions and compounds for preventing the freezing and boiling of water, de-icing compositions; compositions for conditioning fuel lines and for preventing freezing in fuel lines; cleaning agents; polishes and waxes for cleaning and polishing; compositions for preventing the rusting and corroding of metal; compositions for use in heat transfer systems for flushing and cleaning, for preventing rust and corrosion, and for sealing and stopping leaks; hydraulic brake fluids; chemical oil additives; compositions for carburetor tune-up.

Afghanistan

2,320

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

PRESTONE

Chemical compositions and compounds for preventing the freezing and boiling of water; de-icing chemical compositions; chemical compositions for conditioning fuel lines and for preventing freezing in fuel lines; washing and cleaning chemical compositions; polishes and waxes for cleaning and polishing; chemical compositions for removing rust, tar and oil from metal, rubber, glass and other surfaces; chemical compositions for preventing rusting and corroding of metal; chemical compositions for use in heat transfer systems, for flushing and cleaning, for preventing rust and corrosion, and for sealing and stopping leaks; hydraulic brake fluids; lubricants.

COUNTRY

African & Malagasy Union

3931

APPLICATION

PRESTONE

Washing and cleaning compositions, polishes, compositions for conditioning and preventing freezing in fuel lines; waxes for cleaning and polishing; lubricants; compositions for use in heat transfer systems, for preventing the freezing and boiling of water; compositions for flushing and cleaning, for preventing corrosion; and for sealing and stopping leaks.

33,445

Algeria

PRESTONE

Vegetable, animal and mineral substances in a natural or prepared state, for use in manufactures, building, or for domestic purposes, not otherwise classified, in Class 3, EXCEPT: vegetable substances in their natural state or prepared for use in building, and raw materials for the textile industry.

998,495

Argentina

PRESTONE

Chemical preparations for use in the radiators of internal-combustion engines to prevent freezing and boiling of the water; compositions for sealing and stopping leaks in heat transfer systems. Licensed to Union Carbide Australia Ltd., recorded March 28, 1974 and Chemus Industries Pty. Ltd.

A108,511

Australia

PRESTONE

Cleaning and washing compositions, compositions for cleaning and flushing heat transfer systems; polishes and waxes for cleaning and polishing. Licensed to Union Carbide Australia Ltd., recorded March 28, 1974 and Chemus Industries Pty. Ltd.

A211,982

Australia

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

COUNTRY

PRESTONE

Austria

43,329

Compositions and compounds for preventing the freezing and boiling of water; de-icing compositions; compositions for conditioning fuel lines and for preventing freezing in fuel lines; compositions for washing, cleaning, polishing and waxing automotive vehicles and for removing rust, tar and oil from metal, rubber and glass automotive surfaces; compositions for preventing the rusting and corroding of metal; compositions for use in heat transfer systems for flushing and cleaning, for preventing rust and corrosion, and for sealing and stopping leaks; hydraulic brake fluids; lubricants. Licensed to Union Carbide Europe S.A.

PRESTONE

Bahamas

7005

Chemical compositions and compounds for preventing the freezing and boiling of water, de-icing compositions; compositions for conditioning fuel lines and for preventing freezing in fuel lines; cleaning agents; polishes and waxes for cleaning and polishing; compositions for preventing the rusting and corroding of metal; compositions for use in heat transfer systems for flushing and cleaning, for preventing rust and corrosion, and for sealing and stopping leaks; hydraulic brake fluids; chemical oil additives, compositions for carburetor tune-up.

PRESTONE

Bahamas

7006

Automotive lubricants and automotive oil additives.

PRESTONE

Belize

1,641

Polishes; waxes prepared for cleaning and polishing; detergents and solvents for washing and cleaning motor car bodies, metal, glass, rubber and the like surfaces; and detergents and solvents for both flushing and cleaning heat transfer systems.

PRESTONE

Benelux

379,688

Compositions and compounds for preventing the freezing and boiling of water; de-icing compositions; compositions for conditioning fuel lines and for preventing freezing in fuel lines; compositions for use in heat transfer systems for sealing and stopping leaks; hydraulic brake fluids (not included in other classes). Compositions for preventing the rusting and corroding of metal, compositions for use in heat transfer systems for preventing rust and corrosion. Cleaning agents; polishes and waxes for automobiles, compositions for use in heat transfer systems for flushing and cleaning. Lubricants; hydraulic brake fluids (not included in other classes). Sponges. Licensed to Union Carbide Europe, S.A. Undertaking given to N.V. Koninklijke Sulphemische for PRESTO whereby Union Carbide agreed to limit its use to goods in registration and not to assert any rights against this company.

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
PRESTONE Compositions for sealing and stopping leaks in heat transfer systems.	Brazil	1232/0332,422
PRESTONE Chemical compositions for use in heat transfer systems for preventing the freezing and boiling of water and for preventing corrosion.	Brazil	1232/0350,685
PRESTONE Hydraulic brake fluids; lubricants; industrial oils and greases. Licensed to Union Carbide Asia Ltd., recorded October 13, 1965.	Brunei	2,579
PRESTONE Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal-combustion engines. Licensed to Union Carbide Europe S.A.	Bulgaria	1,284
PRESTONE Anti-freeze liquid for use in radiators of automotive vehicles.	Chile	209,438
PRESTONE Prepared or elaborated substances for washing, cleansing, scouring, discoloring and taking off stains; detergents, liquids, powders and pastes for cleaning metals and for the cleaning and upkeep of automobile bodies, and all other articles of Class 21.	Chile	217,027
PRESTONE Washing and cleaning compositions, and compositions for use in heat transfer systems for preventing the freezing and boiling of water, for flushing and cleaning, for preventing corrosion, and for sealing and stopping leaks.	Columbia	42,015
PRESTONE Polishes and waxes for cleaning and polishing.	Columbia	41,811

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

PRESTONE

Costa Rica

31,989

Chemical preparations for cleaning, polishing and waxing automobiles, and their accessories; hydraulic brake fluids.

PRESTONE

Cuba

90,312

Anti-freezing and anti-boiling preparations and lubricating oils.

PRESTONE

Czechoslovakia

100,930

Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal combustion engines. Licensed to Union Carbide Europe S.A.

PRESTONE

Denmark

1557/1965

Means for preventing the freezing and boiling of water; means for de-icing; chemical means for the promotion of evaporation or removing water from fuel in fuel tanks and fuel lines; chemical means for removing impurities causing instabilities in the function of the carburetor; means for preventing freezing in fuel lines; hydraulic brake fluids. Compositions for preventing the rusting and corroding of metal; compositions for use in heat-transfer systems for preventing rust and corrosion. Polishes, waxes, means for washing and cleaning, all for use in connection with automobiles; means for removing rust, tar and oil from metal, rubber, glass and other surfaces of automobiles; means for cleaning and flushing for use in heat-transfer systems. Lubricants. Sponges. Licensed to Union Carbide Europe S.A. Undertaking given to Sunlight Fabrikerne for PRESTO whereby Union Carbide would not apply for registration of goods other than those covered by this registration and not to assert any rights against this company.

PRESTONE

Ecuador

171

Anti-freezing and anti-boiling preparations, and lubricating oils.

PRESTONE

Egypt

23,785

Anti-freezing and anti-boiling preparations.

PRESTONE

El Salvador

7,914 Libro 27

Lubricants.

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

PRESTONE

El Salvador

7,915 Libro 27

Compositions for conditioning and preventing freezing in fuel lines; compositions for use in heat transfer systems for preventing the freezing or boiling of water, for flushing and cleaning, for preventing corrosion, and for sealing and stopping leaks; chemical compositions for use in preventing rust and corrosion on metal surfaces; compositions for preventing the freezing of windshield washing compositions; de-icing fluids; and brake fluids.

PRESTONE

El Salvador

7,916 Libro 27

Washing and cleaning compositions; polishes and waxes for cleaning and polishing.

PRESTONE

Finland

42,252

Stop-leak, cleaner, and anti-rust, for use in automotive cooling systems; gas line anti-freeze and gas line conditioner; preparations for cleaning and polishing automobile bodies and other surfaces; chemical compositions for use as rust and corrosion preventive for metal surfaces; hydraulic brake fluid; and windshield washer anti-freeze and windshield de-icer. Licensed to Union Carbide Europe S.A.

PRESTONE

Finland

11,707

Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal combustion engines. Licensed to Union Carbide Europe S.A.

PRESTONE

France

864,074

Washing and cleaning compositions; polishes and waxes for cleaning and polishing; lubricants; compositions for conditioning and preventing freezing in fuel lines; and compositions for use in heat transfer systems for preventing the freezing and boiling of water, for flushing and cleaning, for preventing corrosion, and for sealing and stopping leaks. Licensed to Union Carbide Europe S.A.

PRESTONE

France

1,214,059

Classes 1, 2, 3 and 4. Licensed to Union Carbide Europe, S.A.

PRESTONE

Germany (East)

16,420/884,738

Means for preventing the freezing and boiling of water in radiators for combustion engines.

TRADEMARK SCHEDULE  
 AUTOMOTIVE PRODUCTS  
 UNION CARBIDE CORPORATION  
 FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

PRESTONE

Chemical mixtures and compounds for the prevention of freezing and boiling of water in automobile engines; chemical anti-icing solutions for motor vehicles; chemical agents for the conditioning of automobile fuel systems and for the prevention of forming of ice in such systems; chemical washing and cleaning agents for automobiles; polishing agents and waxes for the cleaning and polishing of motor vehicles; chemical agents for the removal of rust, tar and oil from motor vehicles; chemical agents for the prevention of rusting and corrosion of metal in automobile radiators; chemical agents for use in heat transmission systems of motor vehicles for rinsing and cleaning, for the prevention of rust and corrosion and for the sealing and plugging of leaks; hydraulic brake fluids for motor vehicles. Licensed to Union Carbide Europe S.A. Undertakings given to Badische Anilin & Soda-Fabrik AG for PRESTOGEN, Deutsche Shell for PRESTOL, Henkel & Cie for PRETON and Chemische Fabrik for PRESTOL, whereby Union Carbide agreed to limit its use to goods stated in registration and not to assert any rights against these companies.

COUNTRY

Germany (West)

REGISTRATION

813,074

PRESTONE

Means for preventing the freezing and boiling of water in radiators for combustion engines. Licensed to Union Carbide Europe S.A.

Germany (West)

384,738

PRESTONE

Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal-combustion engines. Licensed to Union Carbide Europe S.A., recorded May 25, 1972.

Greece

11,826

PRESTONE

Hydraulic brake fluid.

Guatemala

16,282

PRESTONE

Preparations for cleaning and polishing automobile bodies and other surfaces.

Guatemala

16,281

PRESTONE

Preparations for cleaning and polishing automobile bodies and other surfaces; hydraulic brake fluid.

Honduras

12,959

PRESTONE

Anti-freezing and anti-boiling preparations.

Hong Kong

142/1952

JEC 0435g 3/18/86 Page 12

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
PRESTONE Hydraulic brake fluids. Licensed to Union Carbide Asia Ltd., recorded Feb. 2, 1966.	Hong Kong	882/1965
PRESTONE Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal combustion engines; lubricating oil.	Iceland	29/1952
PRESTONE Chemical preparations for use in the radiators of internal combustion engines to prevent freezing and boiling of the water.	India	151,095
PRESTONE Washing and cleaning compositions; polishes and waxes for cleaning and polishing; lubricants; compositions for conditioning and preventing freezing in fuel lines; and compositions for use in heat transfer systems for preventing the freezing and boiling of water, for flushing and cleaning, for preventing corrosion, and for sealing and stopping leaks.	Indonesia	128813
PRESTONE Hydraulic brake oils; oils and greases for industry (other than edible oils and fats and essential oils); lubricants; waxes. Licensed to Union Carbide Asia Ltd., and PT Udaya Anugerah Abadi. License to PT Autochem Industry is awaiting execution.	Indonesia	111,190
PRESTONE Compositions and compounds for preventing the freezing and boiling of water; de-icing compositions; compositions for conditioning fuel lines and for preventing freezing in fuel lines; hydraulic brake fluids; compositions for preventing the rusting and corroding of metal; compositions for use in heat transfer systems for preventing rust and corrosion; washing and cleaning compositions; compositions for use in heat transfer systems for flushing and cleaning; polishes and waxes for cleaning and polishing; compositions for removing rust, tar and oil from metal, rubber, glass and other surfaces; lubricants; compositions for use in heat transfer systems for sealing and stopping leaks.	Iran	Zb, 326
PRESTONE Anti-freeze preparations; lubricating oil.	Iraq	K-1778-244-49

## TRADEMARK SCHEDULE

## AUTOMOTIVE PRODUCTS

## UNION CARBIDE CORPORATION

## FOREIGN COUNTRIES

## REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
PRESTONE Chemical products for industrial, scientific and photographic purposes, fire extinguishing and tempering substances.	Ireland	37,153
PRESTONE Polishes; waxes prepared for cleaning and polishing; detergents and solvents for washing and cleaning motor car bodies, metal, glass, rubber and the like surfaces; and detergents and solvents for both flushing and cleaning heat transfer systems. Associated with Reg. Nos. 72,070 and 37,153.	Ireland	72,069
PRESTONE Lubricating oils. Associated with Reg. Nos. 72,069 and 37,153.	Ireland	72,070
PRESTONE Compositions for hermetically sealing and stopping leaks in heat transfer systems.	Ireland	72,071
PRESTONE Anti-freezing and anti-boiling preparations.	Israel	11,719
PRESTONE Lubricating oils.	Israel	11,718
PRESTONE Compositions and compounds for preventing the freezing and boiling of water; de-icing compositions; compositions for conditioning fuel lines and for preventing freezing in fuel lines; washing and cleaning compositions; polishes and waxes for cleaning and polishing; compositions for removing rust, tar and oil from metal, rubber, glass and other surfaces; compositions for preventing the rusting and corroding of metal; compositions for use in heat transfer systems for flushing and cleaning, for preventing rust and corrosion, and for sealing and stopping leaks; hydraulic brake fluids; lubricants; sponges. Licensed to Union Carbide Europe S.A.	Italy	174,423
PRESTONE Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal-combustion engines. Licensed to Union Carbide Europe S.A., recorded May 28, 1971.	Italy	174,204

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
PRESTONE Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal-combustion engines and other chemical products. Cancellation action filed by Iory Kasei Yugen Kaisha. Evidence of use to be filed by May 10, 1986.	Japan	204,593
PRESTONE (IN KATAKANA CHARACTERS) Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal combustion engines, and other chemical products. Cancellation action filed by Iory Kasei Yugen Kaisha. Evidence of use to be filed by May 10, 1986.	Japan	486,126
PRESTONE (IN KATAKANA CHARACTERS) Polishes and all other goods in the class excluding printing inks. (Class 3)	Japan	901,936
PRESTONE Chemical compositions for conditioning and for preventing freezing in fuel lines; chemical compositions for use in heat transfer systems for preventing the freezing and boiling of water for flushing and cleaning, for preventing corrosion, and for sealing and stopping leaks.	Jordan	8982
PRESTONE Washing and cleaning compositions; polishes and waxes for cleaning and polishing.	Jordan	8983
PRESTONE Lubricants; industrial oils and greases.	Jordan	8984
PRESTONE fuels, oils, fats, wax and hydraulic brake fluid. Fuels, industrial oils (exclusive of industrial fats) and waxes (limited to the goods provided by this class, including hydraulic brake fluid). Class 40. licensed to Union Carbide Asia Ltd.	Korea (South)	9,845
PRESTONE Antifreeze solutions.	Korea	91,342

## TRADEMARK SCHEDULE

## AUTOMOTIVE PRODUCTS

## UNION CARBIDE CORPORATION

## FOREIGN COUNTRIES

## REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
PRESTONE (IN KOREAN) Antifreeze, brake oil, crude oil, gasoline, lubricating oil, grease, and paraffin wax. Associated with Reg. No. 9,845.	Korea	103,627
PRESTONE II Snow sweep. Associated with Reg. No. 115,940.	Korea	115,939
PRESTONE II (IN KOREAN) Snow sweep. Associated with Reg. No. 115,939.	Korea	115,940
PRESTONE II Anti-freeze tester and coolant tester. Associated with Reg. No. 117,502.	Korea	117,501
PRESTONE II (IN KOREAN) Anti-freeze tester and coolant tester. Associated with Reg. No. 117,501.	Korea	117,502
PRESTONE II Class 1s. Associated with Reg. No. 118,554.	Korea	118,553
PRESTONE II Class 1s. Associated with Reg. No. 118,553.	Korea	118,554
PRESTONE II Flushes fill kits. Associated with Reg. No. 118,790.	Korea	118,789
PRESTONE II (IN KOREAN) Flushes fill kits. Associated with Reg. No. 118,789.	Korea	118,790
PRESTONE Chemical compositions and compounds for preventing the freezing and boiling of water; de-icing compositions; compositions for conditioning fuel lines and for preventing freezing in fuel lines; cleaning agents; polishes and waxes for cleaning and polishing; compositions for preventing the rusting and corroding of metal; compositions for use in heat transfer systems for flushing and cleaning, for preventing rust and corrosion, and for sealing and stopping leaks; hydraulic brake fluids; lubricants; oil additives; compositions for carburetor tune-up.	Lebanon	25,864

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
PRESTONE Chemical preparations, namely, preparations for prevention of freezing of liquids, preparations for stopping leaks in radiators and for flushing radiators, and anti-rust preparations.	Libya	5/75
PRESTONE Anti-freeze preparations.	West Malaysia	M/22516
PRESTONE Chemical compositions for preventing corrosion in heat transfer systems. Associated with Reg. No. M/29121.	Malaya	M/29122
PRESTONE Polishes and waxes for cleaning and polishing; detergents and solvents for washing and cleaning automobile bodies and metal, glass, rubber and other surfaces (none being detergents for household purposes); and detergents and solvents for flushing and cleaning heat transfer systems. Associated with Reg. No. M/29,122.	Malaya	M/29,121
PRESTONE Lubricating oils.	West Malaysia	M/22517
PRESTONE Hydraulic brake fluids. Licensed to Union Carbide Asia Ltd., recorded Feb. 2, 1970.	West Malaysia	M/43521
PRESTONE Compositions for sealing and stopping leaks in heat transfer systems.	Malaya	M/29,123
PRESTONE Chemical compositions and compounds for preventing the freezing and boiling of water, de-icing compositions; compositions for conditioning fuel lines and for preventing freezing in fuel lines; cleaning agents; polishes and waxes for cleaning and polishing, compositions for preventing the rusting and corroding of metal, compositions for use in heat transfer systems for flushing and cleaning, for preventing rust and corrosion, and for sealing and stopping leaks; hydraulic brake fluids, lubricants, chemical oil additives, compositions for carburetor tune up.	Mali 3683	

## TRADEMARK SCHEDULE

## AUTOMOTIVE PRODUCTS

## UNION CARBIDE CORPORATION

## FOREIGN COUNTRIES

## REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
PRESTONE Chemical compositions and compounds for preventing the freezing and boiling of water; de-icing compositions; compositions for conditioning fuel lines and for preventing freezing in fuel lines; chemical ingredients and substances used in the preparation or manufacture of cleaning agents; compositions for preventing the rusting and corrosion of metals; compositions for use in heat transfer systems for preventing rust and corrosion and for sealing and stopping leaks; with the express exclusion of brake fluids.	Mexico	290,975
PRESTONE Polishes and waxes for cleaning and polishing.	Mexico	309,297
PRESTONE Liquid compounds for preventing the freezing and boiling of water in radiators connected to internal-combustion engines, and lubricating oils.	Morocco	22,939
PRESTONE Anti-freezing and anti-boiling preparations. Associated with Reg. No. 50,859.	New Zealand	50,858
PRESTONE Lubricating oils. Associated with Reg. No. 50,858.	New Zealand	50,859
PRESTONE Chemical compositions for preventing corrosion in heat transfer systems. Associated with Reg. Nos. 50,858; 50,859; 60,608; and 60,609.	New Zealand	60,607
PRESTONE Polishes and waxes for cleaning and polishing, washing and cleaning compositions, and compositions for flushing and cleaning heat transfer systems. Associated with Reg. Nos. 50,858; 50,859; 60,607; and 60,609.	New Zealand	60,608
PRESTONE Compositions for sealing and stopping leaks in heat transfer systems. Associated with Reg. Nos. 50,858; 50,859; 60,607; and 60,608.	New Zealand	60,609

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
PRESTONE Anti-freezing and anti-boiling preparations.	Nicaragua	6,649
PRESTONE Chemical preparations for cleaning, polishing and waxing automobiles and automotive accessories; hydraulic brake fluids.	Nicaragua	15,377
PRESTONE Polishes, waxes, washing and cleaning compositions, all for use on automobiles; compositions for conditioning and preventing freezing in fuel lines; compositions for use in heat transfer systems for preventing the freezing and boiling of water for flushing and cleaning, for preventing corrosion, and for sealing and stopping leaks. Licensed to Union Carbide Europe S.A.	Norway	52,509
PRESTONE Anti-freezing and anti-boiling preparations in Class 1.	Pakistan	16,907
PRESTONE Lubricating oils in Class 4.	Pakistan	16,906
PRESTONE Preparations for cleaning and polishing automobile bodies and other surfaces.	Panama	10,634
PRESTONE Hydraulic brake fluid.	Panama	10,375
PRESTONE Anti-freezing and anti-boiling preparations, and all other goods included in Class 1.	Paraguay	100,629
PRESTONE Lubricating oils and all other goods included in Class 1.	Paraguay	100,610

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
PRESTONE	People's Republic of Yemen	3803
Compositions for addition to the water in cooling radiators, heating installations and the like to inhibit corrosion.		
PRESTONE	People's Republic of Yemen	3804
Polishes; waxes prepared for cleaning and polishing; detergents and solvents for washing and cleaning motor car bodies, metals, glass, rubber and the like surfaces; and detergents and solvents for both flushing and cleaning heat transfer systems.		
PRESTONE	People's Republic of Yemen	3805
Compositions for sealing and stopping leaks in heat transfer systems.		
PRESTONE	People's Republic of Yemen	3806
Chemical preparations for use in the radiators of internal-combustion engines to prevent freezing and boiling of the water.		
PRESTONE	Peru	16,650
Anti-freeze and anti-ebullition preparations, chemical products designed for industry and all other articles in Class 1.		
PRESTONE	Peru	16,651
Industrial oils and greases, lubricants, compounds for elimination of dust (dirt), combustible compounds and all other articles in Class 4.		
PRESTONE	Philippines	10,926
Compositions for polishing and waxing automobile bodies and other surfaces; hydraulic brake fluid; carburetor and fuel additives for improving the performance of internal combustion engines by removing carbon and other deposits; and compositions for use in automotive cooling systems for preventing rust and corrosion, and for sealing and stopping leaks; water pump lubricant; compositions for cleaning upholstery, automobile hoods and other surfaces; and compositions for use in automotive cooling systems, for flushing and cleaning. Licensed to Union Carbide Philippines, Inc.		

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

PRESTONE

Poland

56187

Chemical compositions for preventing the freezing and boiling of water, for de-icing, for conditioning and preventing freezing in fuel lines of automotive engines; chemical compositions for washing, cleaning, polishing and waxing automobiles; compositions for use in automotive heat transfer systems for flushing and cleaning, for preventing rust and corrosion and for sealing and stopping leaks; hydraulic brake fluids; chemical oil and gas additives; compositions for carburetor tune-up; water pump lubricants; apparatus for flushing and filling automotive radiators; starting fluids for internal combustion engines. Licensed to Union Carbide Europe, S.A.

PRESTONE

Portugal

174,073

Hydraulic brake fluid; windshield washer anti-freeze and windshield de-icer; gas line anti-freeze and gas line conditioner. Licensed to Union Carbide Europe S.A.

PRESTONE

Portugal

174,074

Chemical composition for use as rust and corrosion preventative for metal surfaces; stop leak and anti-rust, for use in automotive cooling systems. Licensed to Union Carbide Europe S.A.

PRESTONE

Portugal

174,075

Cleaner for use in automotive cooling systems; preparations for cleaning and polishing automobile bodies and other surfaces. Licensed to Union Carbide Europe S.A.

PRESTONE

Portugal

174,078

Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal combustion engines. Licensed to Union Carbide Europe S.A.

PRESTONE

Portugal

174,079

Lubricating oil. Licensed to Union Carbide Europe S.A.

PRESTONE

Puerto Rico

17,424

Car washing composition, motor vehicle windshield washer and anti-freeze fluid, cleaner and wax for automobile vinyl roofs, composition for removing grease, oil and tar from engines, equipment and other surfaces, automotive cleaner, polishes, and waxes, heavy duty cleaner compound for finishing and repairing painted surfaces.

## TRADEMARK SCHEDULE

## AUTOMOTIVE PRODUCTS

## UNION CARBIDE CORPORATION

## FOREIGN COUNTRIES

## REGISTRATIONS:

## TRADEMARK

## COUNTRY

## REGISTRATION

## PRESTONE

Puerto Rico

17,424

Anti-freeze compositions for motor vehicle radiators, motor oil additives, carburetor cleaner, composition for sealing and lubricating transmissions and power steering units, compositions for sealing motor vehicle radiators and engine blocks, compositions for cleaning motor vehicle radiators, anti-corrosive compositions for motor vehicle radiators, motor vehicle windshield washer and anti-freeze fluid, composition for preventing freezing of motor vehicle fuel lines, compositions used to assist the starting of gasoline and diesel engines and compositions for melting ice and snow on motor vehicles windshields.

## PRESTONE

Puerto Rico

17,425

Motor oil additives, carburetor and engine lubricant, motor vehicle water pump lubricant, hydraulic brake fluids.

## PRESTONE

Sabah

10,425

Hydraulic brake fluids; lubricants; industrial oils and greases. Licensed to Union Carbide Asia Ltd., recorded Sept. 2, 1967.

## PRESTONE

Sarawak

5,688

Hydraulic brake fluids, lubricants, industrial oils and greases. Licensed to Union Carbide Asia Ltd., recorded Oct. 12, 1966.

## PRESTONE

Singapore

14,206

Anti-freezing and anti-boiling preparations for use in automobile engine and other cooling systems. Associated with Reg. No. 14,207.

## PRESTONE

Singapore

14,207

Lubricating oils. Associated with Reg. No. 14,206.

## PRESTONE

Singapore

22,477

Chemical compositions for preventing corrosion in heat transfer systems.

JIC 04359 3/18/86 Page 22

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

PRESTONE

Singapore

22,478

Polishes and waxes for cleaning and polishing; detergents and solvents for washing and cleaning automobile bodies and metal, glass, rubber and other surfaces (none being detergents for household purposes); and detergents and solvents for flushing and cleaning heat transfer systems. Associated with Reg. No. 22477.

PRESTONE

Singapore

22,479

Compositions for sealing and stopping leaks in heat transfer systems.

PRESTONE

Singapore

36,834

Hydraulic brake fluids. Associated with Reg. No. 14,207. Licensed to Union Carbide Asia Ltd., recorded Sept. 26, 1967.

PRESTONE

South Africa

2874/57/1

Hydraulic fluids; compositions for flushing and cleaning heat transfer systems; anti-freezing and anti-boiling compositions for radiators connected with internal combustion engines. Associated with Reg. Nos. 2189/51 and 2874/57/2, 3, and 4.

PRESTONE

South Africa

2874/57/2

Common soap, detergents; polishes and waxes for cleaning and polishing; compositions for flushing and cleaning heat transfer systems, included in this class, cleaning preparations. Class 3. Associated with Reg. Nos. 2189/51 and 2874/57/1, 3, and 4.

PRESTONE

South Africa

2874/57/3

Lubricants; petroleum and other fuels. Associated with Reg. Nos. 2189/51 and 2874/57/1, 2 and 4.

PRESTONE

South Africa

2874/57/4

Compositions for sealing and stopping leaks in heat transfer systems. Associated with Reg. Nos. 2189/51 and 2874/57/1, 2 and 3.

PRESTONE

South Africa

64/4097

Hydraulic brake fluids and all other fluids included in this class. Class 4. Associated with Reg. No. 2874/57.

## TRADEMARK SCHEDULE

## AUTOMOTIVE PRODUCTS

## UNION CARBIDE CORPORATION

## FOREIGN COUNTRIES

## REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
PRESTONE Liquid compositions for the prevention of freezing and boiling of water in radiators connected with internal combustion engines. Chemical compositions for preventing freezing in fuel lines; chemical compositions for cleaning fuel lines; chemical compositions for dissolving rust, tar and oil, and for cleaning and sealing leaks in automobile radiators and the like; compositions used in machinery for cleaning, for preventing corrosion and for preventing freezing and boiling of liquids in cooling systems and fuel lines. Licensed to Union Carbide Europe S.A.	Spain 189,116	
PRESTONE Lubricating oil, washing, cleaning and polishing compositions for use on automotive vehicles. Licensed to Union Carbide Europe S.A. Undertaking given to Unilever Limited whereby Union Carbide agreed to limit its use to goods stated in registration.	Spain 249,718	
PRESTONE Hydraulic brake fluids. Licensed to Union Carbide Europe S.A.	Spain 410,111	
PRESTONE Anti-freezing and anti-boiling preparations.	Sri Lanka 13,119	
PRESTONE Hydraulic brake fluids and lubricants. Licensed to Union Carbide Asia Ltd.	Sri Lanka 26,607	
PRESTONE Chemical compositions for conditioning fuel lines and preventing freezing in fuel lines; chemical compositions for use in heat transfer systems for preventing the freezing and boiling of water, and for sealing and stopping leaks.	Sudan 9960	
PRESTONE Chemical compositions for preventing corrosion.	Sudan 9960(ii)	
PRESTONE Chemical compositions for flushing and cleaning.	Sudan 9960(i)	

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

PRESTONE

Sudan

9961(ii)

Compositions for washing and cleaning; compositions for use in heat transfer systems for flushing and cleaning.

PRESTONE

Sudan

9961

Lubricants, lubricating oils.

PRESTONE

Sudan

9962

Polishes and waxes for cleaning and polishing. Disclaimer: STONE.

PRESTONE

Sudan

9962(i)

Compositions for use in heat transfer systems for preventing corrosion and for sealing and stopping leaks.

Disclaimer: STONE.

PRESTONE

Sweden

85,458

Polishes, waxes, washing and cleaning compositions, all for use on automobiles; compositions for conditioning and preventing freezing in fuel lines; compositions for use in heat transfer systems for preventing the freezing and boiling of water, for flushing and cleaning, for preventing corrosion, and for sealing and stopping leaks. Licensed to Union Carbide Europe S.A.

PRESTONE

Switzerland

294,562

Washing and cleaning compositions; polishes and waxes for cleaning and polishing; lubricants; compositions for conditioning and preventing freezing in fuel lines; compositions for use in heat transfer systems for preventing the freezing and boiling of water, for flushing and cleaning, for preventing corrosion, and for sealing and stopping leaks. Licensed to Union Carbide Europe S.A.

PRESTONE

Syria

6,980

Anti-freezing and anti-boiling preparations, and lubricating oils.

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

PRESTONE

Taiwan

6,523

All kinds of chemicals and chemical compositions for various uses, including stoppage of leaks and inhibition of rust in automotive cooling systems, conditioning of gas lines, cleaning of windshields, prevention of freezing and boiling of water, prevention of freezing in gas lines; and all other goods properly belonging in the Chemicals Group of Class 1.

PRESTONE

Taiwan

60022

Washing and cleaning compositions; polishes and waxes for cleaning and polishing and all other goods properly belonging in the Cleansers and Polishes Group of Class 5.

PRESTONE

Taiwan

21,660

Hydraulic brake fluids. licensed to Union Carbide Asia Ltd.

PRESTONE

Thailand

11,367

Anti-freezing and anti-boiling preparations.

PRESTONE

Thailand

33195

Hydraulic brake fluids. Associated with Reg. No. 11,367. Licensed to Union Carbide Asia Ltd.

PRESTONE

Ireland

33172

Washing and cleaning compositions, lubricants and all other goods falling in this class.

PRESTONE

Trinidad & Tobago

7236

Chemical compositions and compounds for preventing the freezing and boiling of water, de-icing compositions; compositions for conditioning fuel lines and for preventing freezing in fuel lines; cleaning agents; polishes and waxes for cleaning and polishing; compositions for preventing the rusting and corroding of metal; compositions for use in heat transfer systems for flushing and cleaning, for preventing rust and corrosion, and for sealing and stopping leaks; hydraulic brake fluids; chemical oil additives; compositions for carburetor tune-up.

PRESTONE

Trinidad & Tobago

1217

Lubricants and oil additives.

TRADEMARK SCHEDULE  
 AUTOMOTIVE PRODUCTS  
 UNION CARBIDE CORPORATION  
 FOREIGN COUNTRIES

REGISTRATIONS:	TRADEMARK	COUNTRY	REGISTRATION
	PRESTONE	Tunisia	313/81
	Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal combustion engines. Lubricating oils.		
	PRESTONE	Turkey	73,585
	Chemical compositions and compounds for preventing the freezing and boiling of water, de-icing compositions, compositions for conditioning fuel lines, compositions for preventing freezing in fuel lines, cleaning agents, detergents for washing cans, cleaning the white side walls of tires, cleaners for upholstery and compositions for the removing of grease, tar, oil and other deposits from automobile bodies as well as engines; polishes and waxes for cleaning and polishing; compositions for preventing the rusting and corroding of metal; compositions for use in heat transfer systems for flushing and cleaning, for preventing rust and corrosion, and for sealing and stopping leaks; hydraulic brake fluids; oil additives; compositions for carburetor tune-up.		
	PRESTONE	United Kingdom	700,048
	Chemical preparations for use in the radiators of internal combustion engines to prevent freezing and boiling of the water.		
	PRESTONE	United Kingdom	769,150
	Chemical compositions for addition to the water in cooling radiators, heating installations and the like to inhibit corrosion. Associated with Reg. No. 700,047 and 700,048 and 486,497.		
	PRESTONE	United Kingdom	769,131
	Polishes; waxes prepared for cleaning and polishing; detergents and solvents for washing and cleaning motor car bodies, metal, glass, rubber and the like surfaces; and detergents and solvents for both flushing and cleaning heat transfer systems.		
	PRESTONE	United Kingdom	769,132
	Compositions for sealing and stopping leaks in heat transfer systems.		
	PRESTONE	United Kingdom	700,047
	Lubricating oils. Associated with Reg. Nos. 700,048 and 486,497.		

JFC 0415g 3/18/86 Page 21

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

PRESTONE

Oil filters, being elements in the lubrication systems of internal combustion engines.

United Kingdom

891,621

PRESTONE

Electric dry cells and electric batteries. Registered user Union Carbide Ltd., recorded March 8, 1966.

United Kingdom

891,622

PRESTONE

Electric flashlights included in Class 11 and electric hand lamps, and electric lamp-bulbs for the aforesaid goods. Associated with Reg. No. 891,622. Registered user Union Carbide Ltd., recorded March 8, 1966.

United Kingdom

891,623

PRESTONE

Plastic film for wrapping and packaging purposes. Registered user Union Carbide Ltd., recorded March 8, 1966.

United Kingdom

891,624

PRESTONE

Lubricating oil.

Uruguay

172,953

PRESTONE

Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal combustion engines. Licensed to Union Carbide Europe S.A.

U.S.S.R.

2,290

PRESTONE

Anti-freeze preparations for preventing the freezing of water in radiators of motor cars, etc.; brake fluids; polishes; waxes; washing and cleaning compositions and similar products for the care and maintenance of motor cars in general. Cautionary Notice last published on February 12, 1982.

Yemen Arab Republic

Advertisement

## TRADEMARK SCHEDULE

## AUTOMOTIVE PRODUCTS

## UNION CARBIDE CORPORATION

## FOREIGN COUNTRIES

## REGISTRATIONS:

## TRADEMARK

## PRESTONE

Chemical compositions and compounds for the prevention of freezing and boiling of water in automobile engines and heat transfer systems; chemical and anti-icing and de-icing solutions for motor vehicles, chemical compositions for conditioning of automobile fuel systems and for preventing icing in such fuel systems. Chemical compositions for preventing the rusting and corroding of metal; chemical compositions for use in heat transfer systems for cleaning and painting for preventing rust and corrosion. Washing and cleaning compositions, polishes and waxes for cleaning and polishing all for the use on automobiles, chemical compositions for removing rust, tar and oil from metal, rubber, glass, cloth and other surfaces. Hydraulic brake fluids; liquid fuels for motor vehicles and additives to liquid fuels; automobile transmission fluids and sealers, chemical compositions for sealing and stopping leaks. Chemical compositions and compounds for the prevention of freezing and boiling of water in automobile engines and heat transfer systems. Licensed to Union Carbide Europe S.A.

## COUNTRY

Yugoslavia

## REGISTRATION

22800

## PRESTONE

Chemical preparations for use in the radiators of internal combustion engines to prevent freezing and boiling of the water.

## Zambia

2,615

## PRESTONE

Lubricating oils.

## Zambia

2,868

## PRESTONE LABEL (PRESTONE CAN DESIGN)

Anti-freeze and summer coolant.

## Iran

35,614

## PRIME

All goods in class 1, the heading of which is: Chemical substances used in industries, photography, scientific investigations, in agricultural work, horticulture, anticorrosive substances. Undertaking given to Ciba-Geigy whereby Union Carbide agreed to amend its registration to exclude "plant growth regulators".

## Argentina

945,239

## PRIME

Chemical products for conditioning and preventing freezing in fuel lines for use in heat transfer systems for stopping leaks and for lubricating water pumps. Chemical products for preventing rust and corrosion. Chemical products for lubricating water pumps.

## Benelux

69,205

## TRADEMARK SCHEDULE

## AUTOMOTIVE PRODUCTS

## UNION CARBIDE CORPORATION

## FOREIGN COUNTRIES

## REGISTRATIONS:

## TRADEMARK

## COUNTRY

## REGISTRATION

## PRIME

France

862,874

Chemical products for conditioning and preventing freezing in fuel lines, and for use in heat transfer systems for stopping leaks and preventing rust and corrosion and having incidental properties for lubricating water pumps.

## PRIME

France

1,205,025

Classes 1 and 2.

## PRIME

Indonesia

129,171

Chemical products for conditioning and preventing freezing in fuel lines, for use in heat transfer systems for stopping leaks and preventing rust and corrosion, and for lubricating water pumps.

## PRIME

Malaya

M/28,713

Chemical products for conditioning and preventing freezing in fuel lines.

## PRIME WITH UNION CARBIDE IN HEXAGONAL DEVICE

Switzerland

294,311

Chemical products for use in preventing freezing in fuel lines, in avoiding leaks and preventing rust and corrosion in heat exchange systems, and in lubricating water pumps.

## SILICONE SILICATE &amp; DEVICE

Argentina

1,086,439

Anti-freeze and coolant for use in automotive cooling systems.

## SILICONE SILICATE &amp; DEVICE

Korea (South)

85,907

Anti-freezing agent.

## SILICONE SILICATE &amp; DEVICE

Mexico

289,743

Anti-freeze and coolant for use in automotive cooling systems.

## SIMPRIIZ

Puerto Rico

8,279

A hard paste wax-like material for providing a coating or film particularly for protective and preservative purposes and for polish for use on automobiles, furniture and the like, and a tar solvent in liquid form.

TRADEMARK SCHEDULE

AUTOMOTIVE PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARKS

SIMONIZ

Cleaning compounds, in both paste and liquid form, for any painted, lacquered, enameled or porcelain surface, as on automobiles, furniture, etc.; a paste wax-like material for polishing floors and providing a preservative coating therefor; a rubdown compound in paste form for dressing newly applied lacquers, enamels and the like, and providing a preliminary polish thereto; paste wax-like materials having various coloring incorporated therein for polishing furniture and other woodwork, and for minimizing the effect of scratches and other marks thereon; chrome and metal cleaner in liquid form.

COUNTRY

Puerto Rico

REGISTRATION

8,280

SIMONIZ

Polishing and/or cleaning preparations in general, waxing and/or coating preparations in general, rubbing compounds, a liquid combination cleaner polish (or wax) for floors, polishing cloths, and scouring pads.

Puerto Rico

9,424

SIMONIZ LABEL

Synthetic sponges.

Puerto Rico

14,357

SIUD & DEVICE

Automotive oil additive.

Taiwan

52,637

VISTA LABEL

Household and automotive wax and cleaner.

Puerto Rico

14,361

JEC 0435g 3/18/86 Page 31

## TRADEMARK SCHEDULE

## AUTOMOTIVE PRODUCTS

## UNION CARBIDE CORPORATION

## FOREIGN COUNTRIES

INFRINGEMENTS:

Trademarks and trade dress infringement actions were filed in South Korea against Dae Sung Oil Refinery Company, Ltd. for their use of the trademark "PRESIDENT" on two separate yellow antifreeze jugs. With regard to the first jug, an injunction was issued against the manufacturer forbidding them to market their antifreeze in a jug of the same color and shape as the PRESTONE II jug. The name PRESIDENT was accepted as non-infringing. The defendant later sold PRESIDENT brand antifreeze in a yellow jug of similar shape to the PRESTONE II jug, but with a different label, utilizing blue and red shadings at the top and bottom of the label. The District Court rejected the grant of an injunction. Union Carbide Corporation is considering the filing of an appeal.

Trademark and trade dress infringement actions were filed in South Korea against Seoul Energy Industry Company, Ltd., for their use of the trademarks "PRESTIGE I", "PRESTIGE III", and "PHAEIOM II" on three separate yellow antifreeze jugs. Union Carbide Corporation's requests for injunctions were successful in the case of all three jugs, the District Court enjoining the use of PRESTIGE I and III and PHAEIOM II trademarks and the use of yellow antifreeze jugs of similar shape to that of the PRESTONE II container.

Trade dress infringement action was filed in South Korea against Kang Nam Industry Company for their sale of POMERSTON brand antifreeze in a yellow antifreeze jug similar to the PRESTONE II brand antifreeze jug. The District Court enjoined the use of any antifreeze container of the same or similar shape and color as the PRESTONE II container. The defendant subsequently settled, agreeing not to use a yellow antifreeze jug or the POMERSTON trademark. Defendant, however, is now marketing antifreeze under the trademark CRYSTAL in a yellow container of a slightly different shape. Union Carbide is considering further action against this defendant.

Union Carbide Corporation objected to the use in South Korea of a yellow container labelled POMYSTONE III. This container was sold by Kyeongnam Chemicals Industries Company, Ltd. of Seoul, Korea. After the objection was received by the intringer, it executed a settlement agreement dated July 11, 1985 in which it agreed to cease and desist from all use of its yellow container, as well as from all use of POMYSTONE III or any other mark confusingly similar to PRESTONE II.

Trademark and trade dress infringement action was filed in South Korea against Jung-Jin Chemical Company, Ltd. for their use of the trademark "PINE IRRE" on a yellow antifreeze jug similar to the PRESTONE II container. The defendant settled by agreeing not to use confusingly similar containers and not to use the trademark PINE IRRE in a form similar to that used for the PRESTONE II mark. Defendants are now marketing in dissimilar non-yellow containers.

BOOK 503 PAGE 200

PART 4

STP CORPORATION

APPLICATIONS & REGISTRATIONS

WORLDWIDE

TRADEMARK SCHEDULE

STP CORPORATION

PENDING APPLICATIONS - UNITED STATES:  
NONE

FEDERAL REGISTRATIONS - UNITED STATES:

TRADEMARK

REGISTRATION

648,087

SIP Additive compounds for motor oils.

1,012,882

SIP Pollution control devices and components.

929,938

SIP IN OVAL Toys and sporting goods, namely model vehicles, model airplanes, kites, balloons and coin banks.

927,343

SIP IN OVAL Promotional material, namely decals, calendars and printed banners.

933,735

SIP IN OVAL Chemical additives for vehicles, namely engine radiator coolant with rust inhibitor. Licensed to BASF Wyandotte Corporation. Licensed in Puerto Rico to Velazquez Jobber Service.

929,457

SIP IN OVAL Racing cars.

922,427

SIP IN OVAL Clothing.

906,340

SIP IN OVAL Protective cover for automotive fenders.

886,322

SIP IN OVAL Cushions.

TRADEMARK SCHEDULE

SIP CORPORATION

TRADEMARK REGISTRATION

SIP IN OVAL	935,323
Applicator guns for adding lubricant additives to reservoirs in vehicles.	
SIP IN OVAL	1,024,719
Safety flags.	
SIP IN OVAL	958,574
filters for automotive, marine and industrial uses.	
SIP IN OVAL	827,102
Additive compounds for motor oils and fuels.	
SIP IN OVAL	1,052,482
Belt buckles.	
SIP IN OVAL	1,061,958
Brake fluid. Licensed in Puerto Rico to: Velazquez Jobber Service.	
SIP IN OVAL	1,072,497
Motor oil. Licensed in Puerto Rico to: Velazquez Jobber Service.	
SIP IN OVAL	1,117,051
Restorer and beautifier for plastic, rubber, leather and wood.	
SIP IN OVAL	1,206,873
Degreasing cleaner for vehicle engines and industrial equipment.	
SIP IN OVAL	1,260,713
Cooling system sealer for internal combustion engines.	
SIP IN OVAL	1,267,491
Chemical penetrating lubricant.	
(OLD START)	1,021,344
Motor oil additives.	

## TRADEMARK SCHEDULE

STP CORPORATION

TRADEMARKS	REGISTRATION
FLAK Engine cleaner and degreaser.	1,143,071
FOAM FIST Engine degreaser.	1,169,808
KEEP KOOL Rust inhibitor and engine radiator coolant.	941,187
KEEP KOOL Rust inhibitor and engine radiator coolant.	941,186
SIP LABEL Vehicular additive products including oil additives and fuel additives.	951,704
LIFE SAVER Battery terminal cleaner.	1,168,856
MISTER 500 Additive cleaning preparations for vehicle radiators which removes rust and scale.	917,374
MK. 500 Additive cleaning preparation for vehicle radiators which removes rust and scale.	907,686
POLY PLUS Lubricants and greases.	1,188,325
THE RACER'S EDGE Additive compounds for motor oils and fuels.	877,292
SUN OF A GUN Restorer and beautifier for plastic, rubber, leather and wood.	1,097,148
SPII SHIMI Automotive body surface protection material.	1,118,756

TRADEMARK SOLUTIONS

SIP CORPORATION

REGISTRATION NO. & DATE

COUNTRY

1,143,032

WATER EATERS

Fuel additive for removing moisture.

1,143,033

WATER EATER

Fuel additive for removing moisture.

STATE REGISTRATIONS:

STATE

REGISTRATION

TRADEMARK

New Hampshire

OIL TREATMENT

Massachusetts

OIL TREATMENT

21204

Alabama

OIL TREATMENT

Delaware

OIL TREATMENT

Maine

OIL TREATMENT

Montana

OIL TREATMENT

TRADEMARK SCHEDULE  
SIP CORPORATION

TRADEMARK	STATE	REGISTRATION
OIL TREATMENT	Nevada	
OIL TREATMENT	Rhode Island	
OIL TREATMENT	West Virginia	
GAS TREATMENT	Massachusetts	21203
GAS TREATMENT	Alabama	
GAS TREATMENT	Delaware	
GAS TREATMENT	Maine	
GAS TREATMENT	Montana	
GAS TREATMENT	Nevada	

TRADEMARK SCHEDULE

STP CORPORATION

TRADEMARK	STATE	REGISTRATION
GAS TREATMENT	Rhode Island	
GAS TREATMENT	West Virginia	
SIP IN OVAL	California	51,265
SIP IN OVAL	Illinois	40,865

REGISTRATIONS - CANADA:

TRADEMARK	REGISTRATION
SIP OVAL Restorer and beautifier for plastic, rubber, leather and wood. Registered User: SIP Scientifically Tested Products of Canada, Ltd.	249,960
SOM OF A GUM Restorer and beautifier for plastic, rubber, leather and wood. Registered User: SIP Scientifically Tested Products of Canada, Ltd.	246,933
101 PLUS Motor oil. Registered User: SIP Scientifically Tested Products of Canada, Ltd. License granted to: Canadian Tire Corporation Limited.	246,640
SIP IN OVAL Motor oil. [Automatic transmission fluid, power steering fluid and brake parts cleaner.] Registered User: SIP Scientifically Tested Products of Canada, Ltd. License granted: Canadian Tire Corporation Limited.	246,421

## TRADEMARK SCHEDULE

## STP CORPORATION

## TRADEMARK

## REGISTRATION

- SIP  
Additive compound for motor oils. Registered User: STP Scientifically Tested Products of Canada, Ltd. 111,570
- SIP IN OVAL  
Additive compound for motor oils or gasoline, automatic transmission fluid, power steering fluid, brake parts cleaner. Cooling system products, engine starting fluid, brake fluid, lubricants and additives for oil and fuel, carburetor cleaner, engine degreaser and cleaner, vinyl restorer and cleaner, upholstery cleaner, fender covers, car wax and polish, insecticides and pesticides. Registered User: STP Scientifically Tested Products of Canada, Ltd. 165,759
- THE RACER'S EDGE  
Oil and gasoline additives. Registered User: STP Scientifically Tested Products of Canada, Ltd. 170,524
- KEEP KOOL  
Additive for engine radiator cooling fluid. Registered User: STP Scientifically Tested Products of Canada, Ltd. 179,538
- SIP IN OVAL  
Clothing, specifically golf caps, jackets, coveralls and T-shirts. Registered User: STP Scientifically Tested Products of Canada, Ltd. 179,496
- SIP IN OVAL  
(~~Excludes~~) Engine cooling system additives. Registered User: STP Scientifically Tested Products of Canada, Ltd. 207,808  
(License granted to Win Inc.)
- MOON SHINE  
Car wax. Registered User: STP Scientifically Tested Products of Canada, Ltd. 250,077

## REGISTRATIONS - FOREIGN COUNTRIES:

## COUNTRY

## REGISTRATION

- | TRADEMARK  | COUNTRY     | REGISTRATION |
|--|-------------|--------------|
| SIP<br>Additive compound for motor oils and motor fuels.         | Afghanistan | 1,513        |
| SIP IN OVAL<br>Additive compound for motor oils and motor fuels. | Afghanistan | 1,512        |

## TRADEMARK SCHEDULE

## STP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP Additive compounds for motor oils.	Angola	144512
SIP Chemical additive compound for motor oils.	Argentina	746,813
SIP OVAL DESIGN Chemical substances used in manufacturing, photography, scientific research, agriculture and horticulture; anticorrosive substances.	Argentina	684,912
SIP OVAL DESIGN All goods in class 3 - vegetable, animal and mineral substances in their natural state or prepared for manufacturing, building and domestic uses and not included in other classes (excluding wood for construction purposes).	Argentina	779,356
SIP OVAL DESIGN Wiper blades and parts therefor.	Argentina	740,765
SIP OVAL DESIGN Filters for oil, air and fuel.	Argentina	761,933
THE RACER'S EDGE All goods in class 3, especially additive compounds for motor oils and motor fuels.	Argentina	680,437
SIP IN OVAL (BLK/WHITE) Chemical products for industrial purposes, namely chemical additives for fluids, oils and greases used for vehicles. Chemical compositions being additives for motor oils, motor fuels, chemical additives for cooling systems. Cleaning products and car wax. Technical oils and greases, lubricating means, fuels (including motor spirit) said goods also being additives for motor oils, motor fuels and transmission lubricants.	Austria	71,769
SIP OVAL (IN COLOR) Chemical products for industrial purposes, namely chemical additives for fluids, oils and greases used for vehicles. Chemical compositions being additives for motor oils and motor fuels, chemical additives for cooling systems. Technical oils and greases, lubricating means, fuels (including motor spirit) said goods also being additives for motor oils, motor fuels and transmission lubricants.	Austria	71,768

## TRADEMARK SCRUJUE

STP CORPORATION

BOOK 503 PAGE 209

TRADEMARK	COUNTRY	REGISTRATION
SIP OVAL Vehicular additives including motor oil and fuel additives.	Bahamas	6696
SIP OVAL (COLOR) Additive compound for motor oils and motor fuels.	Barbados	3999
SIP Oil additives for petrol, oil and motor-cooling systems.	Benelux	49,278
SIP OVAL Chemical substances for industrial scientific purposes, chemical additives for petrol, oil and motor-cooling systems; solutions for windscreens. Oil additives for petrol, oil and motor-cooling systems. Accessories for repairing motor cars not included in other classes.	Benelux	49,276
SIP OVAL (COLOR) Chemical substances for industrial scientific purposes, chemical additives for petrol, oil and motor-cooling systems; solutions for windscreens. Oil additives for petrol, oil and motor-cooling systems. Accessories for repairing motor cars not included in other classes.	Benelux	49,277
SIP OVAL Vehicular products of a chemical nature not included in other classes, products for deicing windscreens. Vehicular products of a chemical nature including rust inhibitors for cooling systems. Vehicular products of a chemical nature for cleaning cooling systems and cleaning windscreens. Vehicular products of a chemical nature including sealing products for cooling systems.	Benelux	306,495
SIP OVAL (COLOR) Compound for motor oils and motor fuels.	Bermuda	6,605
SIP Additive compound for motor oils.	Bolivia	31,264

## TRADEMARK SCHEDULE

## STP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP Chemicals.	Bolivia	33,624
SIP Oils.	Bolivia	33,263
SIP OVAL filters for automotive, marine and industrial uses; windshield wiper assemblies and parts.	Bolivia	28,829-C
SIP OVAL Vehicular products of a chemical nature including cooling system sealer, cooling system cleaner and cooling system rust inhibitor, windshield cleaning solution and windshield de-icer solution.	Bolivia	32,121
SIP Vehicular additive including motor oil and fuel oil additives.	Brazil	1232/379440
THE RACER'S EDGE Additive compound for motor oils and motor fuels.	Brazil	1232/0629161
SIP OVAL Vehicular additive including motor oil and fuel oil additives.	Brazil	1272/0618588
SIP OVAL filters for automotive, marine and industrial use.	Brazil	1233/0617633
SIP (WORD) filters for automotive, marine and industrial use.	Brazil	1253/061734
SIP OVAL Radiator cleaner and flush radiator sealer, radiator treatment carburetor cleaner, brake fluid, gas line antifreeze and lock deicer.	Brazil	760040028

TRADEMARK SCHEDULE

SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP OVAL Cleaning products including degreasers, carburetor cleaners, windshield wipers, carpet, leather and plastic cleaners, waxes for cleaning cars.	Brazil	811104443
DUAL Car wax and polish.	Brazil	811375250
SIP Car wax, polish and cleaner.	Brazil	811375226
SIP OVAL Clothing.	Brazil	811699668
SIP OVAL Toys and novelty items.	Brazil	811699676
SIP Compounds (in the nature of oils) for use as additives to motor oils and to gasoline.	Cayman Islands	957,851
SIP Additive compound for motor oils. Lubricants and additives for oils and fuels.	Chile	203,715
SIP OVAL Filters for automotive, marine and industrial uses.	Chile	270,154
SIP Chemical additives for cooling systems; lubricants and additives for oils and fuels.	Chile	211,494
SIP All products covered in class 12.	Chile	259,175
SIP Chemicals. Licensed granted to: Cia Autoparts.	Colombia	52015

## TRADEMARK SCHEDULE

## SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP Oil and lubricant additives. License granted to: Cia Autoparts.	Colombia	52035-A
SIP Additive compound for motor oils.	Costa Rica	34,293
SIP OVAL filters for automotive, marine and industrial uses.	Costa Rica	44,694
SIP OVAL (COLOR) Additive products for motor oil and motor fuels.	Cyprus	17337
SIP OVAL Additive compounds in the nature of fats and oils for motor oils and motor fuels.	Denmark	1419/1969
SIP OVAL All goods in Class 7 including filters. All goods in Class 11 including filters. All goods in Class 12 including windshield wiper assemblies and parts therefor.	Denmark	3202/1972
SIP OVAL Chemical products (not included in other classes). Additives to the coolant for sealing leaks in the cooling system, engine radiator coolant and windshield deicer solution. Cooling system rust inhibitors. Cooling system cleaner and windshield cleaning solution.	Denmark	4038/1972
SIP Additive compound for motor oils or gasoline.	Dominican Republic	15,984
SIP OVAL filters for automotive uses, windshield wiper assemblies and parts therefor.	Dominican Republic	20,270

## TRADEMARK DESCRIPTION

## SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP OVAL Filters for marine uses, windshield wiper assemblies and parts therefor.	Dominican Republic	20,273
SIP OVAL Filters for industrial uses, windshield wiper assemblies and parts therefor.	Dominican Republic	20,269
SIP Additive compound for motor oils.	Ecuador	60
SIP OVAL Additive compound for motor oils and motor fuels.	Ecuador	611 fols. 1222/1223
SIP OVAL Goods in class 1.	Egypt	49192
SIP OVAL Goods in class 4.	Egypt	49193
SIP Chemical oil additives; chemical substances and products for use in manufacturing, photography, tanning etc. not otherwise classified.	El Salvador	14,854
SIP Additive compounds for motor oil or gasoline.	El Salvador	16,356
SIP OVAL (COLOR) Engine radiator coolant; windshield washer solvent, sportswear, including jackets, shop caps and overalls; protective covers for automotive fenders and applicator guns for adding lubricant to transmissions.	El Salvador	140-287-51
SIP OVAL Additive compound for motor oils and motor fuels.	Ethiopia	3879/71

## TRADEMARK SCHEDULE

## SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP OVAL filters for automotive, marine and industrial uses, windshield wiper assemblies and parts.	Finland	65,685
SIP OVAL Int. Class 1 including vehicular products of a chemical nature including cooling system sealer, cooling system cleaner and cooling system rust inhibitor. Int. Class 3 including windshield cleaning solution and windshield deicer solution. Int. Class 4 including additives for motor oils and motor fuels.	Finland	65,684
SIP Int. Classes 2, 3, 5, 7, 8, 9, 12, 16, 17, 21, 25, 27, 28.	France	1180799
SIP Int. Classes 6, 10, 11, 13, 14, 15, 18, 19, 20, 22, 23, 24, 26, 29, 30, 31, 32, 33, 34.	France	1180795
SIP Int. Classes 1 and 4 - Additive compounds for motor oils.	France	1021837
SIP OVAL Int. Classes 1 and 4 - Additive compounds for motor oils and motor fuels, chemical products used in industry, science, photography, agriculture, horticulture, forestry, artificial and synthetic resins, crude plastics (in the form of powders, liquids or paste); fertilizers (natural and artificial); fire extinguishing compositions; tempering substances and chemical preparations for soldering; chemical substances for preserving foodstuffs; tanning substances, adhesive substances used in industry. Industrial oils and greases (other than edible oils and fats and essential oils), lubricants; dust laying and adsorbing compositions, fuels (including motor spirit) and illuminants, candles, tapers, nightlights and wicks.	France	1063416
SIP LABEL (OIL TREATMENT) Oil additive products.	France	1197623
SIP IN RED OVAL DESIGN (COLOR) Int. Classes 1, 2, 3, 4, 5, 7, 8, 9, 12, 16, 17, 21, 25, 27, 28.	France	1197624

## TRADEMARK SCHEDULE

## STP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
RED OVAL ONLY DESIGN Int. Classes 1, 2, 3, 4, 5, 7, 8, 9, 12, 16, 17, 21, 25, 27, 28.	France	1200910
L'ELACT DE VENUS Restorer and beautifier for plastic, rubber, leather and wood.	France	1089083
THE RACER'S EDGE Cooling system and chemical products for automotive use. Additives for oils and fuels and lubricants including oils and greases.	France	1183352
BLOSEAL Muffler and exhaust pipe sealants.	France	1212184
STP OVAL Vehicular additives namely additives for motor oils and motor fuels.	Germany (West)	944697
SIP OVAL Vehicular additives namely additives for motor oils and motor fuels.	Germany (West)	946788
THE RACER'S EDGE Additive compounds for motor oils and motor fuels.	Germany (West)	867884
SIP OVAL Max. carburetor spray cleaner.	Germany (West)	971008
SIP OVAL Cooling systems products, brake fluid, windshield anti-freeze and deicer, cleaning products in spray form, lubricants and motor oil.	Germany (West)	1078116
MASTER MECHANIC Additives for oils such as motor oils and transmission oils and fuels such as gasoline and diesel fuel.	Germany (West)	1048475

## TRADEMARK SCHEDULE

## SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
BLOSEAL Muffler and exhaust pipe sealants.	Germany (West)	1044501
SIP Compounds in the nature of oils for use as additives to oils and gasoline.	Great Britain	A957,851
SIP OVAL (COLOR) Compounds in the nature of oils for use as additives to oils and gasoline.	Great Britain	978,423
SIP OVAL Chemical preparations for addition to the water of internal combustion engines to inhibit corrosion.	Great Britain	983,066
SIP OVAL Cleaning preparations for windshields of vehicles.	Great Britain	1,011,127
SIP OVAL Chemical substances for repairing leaks in motor vehicle radiators.	Great Britain	1,011,128
THE RACER'S EDGE Preparations for use as additions to lubricants and to motor fuels to improve their properties.	Great Britain	1,061,148
SIP OVAL Penetrating lubricant.	Great Britain	81,100,882
AP-75 Penetrating lubricant. Registered User: Link-Hampson Ltd.	Great Britain	81,112,811
FLAK Engine cleaner and degreaser. Registered User: Link-Hampson Ltd.	Great Britain	81,102,713

## TRADEMARK SCHEDULE

## SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SON OF A GUN Restorer and beautifier for plastic, rubber, leather and wood.	Great Britain	1,110,736
SIP OVAL Restorer and beautifier for plastic, rubber, leather and wood.	Great Britain	1,110,737
BLOSEAL Chemical products for use in industry; artificial and synthetic resins, adhesives, cements, sealing and curable compositions, plastics in the form of powders, pastes, liquids, emulsions, dispersions, granulates; muffler and exhaust pipe sealants. Registered User: Link-Hampson Ltd.	Great Britain	81,106,200
SIP OVAL Sealing and curable compositions for use on the muffler and exhaust pipes of motor vehicles.	Great Britain	1,117,741
SIP OVAL Cleaning preparations and de-greasing preparations, all included in Class 3 and for internal combustion engines of motor vehicles.	Great Britain	1,117,742
SIP Additive compound for motor oils and motor fuels.	Greece	40,687
SIP OVAL Additive compounds for motor oils and motor fuels.	Greece	40,686
SIP OVAL filters for automotive, marine and industrial uses; windshield wiper device and parts therefor.	Greece	47,571
SIP OVAL Vehicular products of a chemical nature including cooling system sealer and cooling system cleaner. rust inhibitor. Windshield cleaning solution and windshield de-icer solution.	Greece	47,466

Cooling system

## TRADEMARK SCHEDULE

## SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP Additive compound for motor oils.	Guatemala	17,549
SIP OVAL filters for automotive, marine and industrial uses.	Guatemala	27547/246/70
SIP OVAL Additive compound for motor oils and motor fuels in class 4.	Guyana	7,3138
SIP Additive compounds for motor oils of a lubricating nature and all other goods in class 4.	Haiti	38/53
SIP Additive compound for motor oils.	Honduras	14,227
SIP OVAL filters for automotive, marine and industrial uses.	Honduras	20,322
SIP OVAL (COLOR) Petroleum additive compounds.	Hong Kong	8752/1971
SIP Additive compound for motor oils.	Iceland	222/1967
SIP OVAL filters for automotive, marine and industrial uses; windshield wiper assemblies and parts therefor.	Iceland	72/1972
SIP OVAL Additive compounds for motor oils and motor fuels.	Ireland	80,677

## TRADEMARK SCHEDULE

## SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
DEEZY START Additives (in the nature of oils) for fuels; lubricants.	Ireland	B107,517
SUN OF A GUM Vinyl protector, polisher and cleaner.	Ireland	104,383
POLY PLUS Grease.	Ireland	105,008
SIP IN OVAL Additives which are oils or which contain oils for motor oils and motor fuels.	Israel	29,261
SIP Additives which are oils or which contain oils for motor oils and motor fuels.	Israel	29,260
SIP OVAL Chemical additives for vehicles, including engine radiator fluid additive, engine fuel additive and windshield washer additive.	Israel	33,698
SIP Additive compound for motor oils.	Italy	181,926
THE RACER'S EDGE Additive compounds for motor oils and motor fuels.	Italy	French reg. 6167 extended to Italy
SIP OVAL Additives for fuel and lubricants used in vehicles engines and transmission to clean and protect the parts thereof.	Italy	218,550
KEEP COOL Vehicular additive, namely cooling system additive.	Italy	352,609

## TRADEMARK SCHEDULE

## SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP OVAL filters for automotive marine and industrial uses, windshield wiper assemblies and parts.	Italy	272,468
SIP OVAL Vehicular products of a chemical nature including cooling system sealer, cooling system cleaner, cooling system rust inhibitor, windshield cleaning solution and windshield de-icer solution.	Italy	272,350
SIP OVAL Cleaning preparations (hand cleaner).	Italy	298,392
SIP OVAL Oil additive products.	Jamaica	813,846
SIP OVAL Additives for motor oils.	Japan	1057982
SIP OVAL Cooling system products covered in this application.	Japan	1296380
SIP Additive compound oils for use with motor oils.	Japan	778,558
SIP OVAL Filters.	Japan	1651084
SIP OVAL Windshield cleaning solution and windshield de-icer solution, cleaning solution for windshield and all other goods.	Japan	1174139
SIP OVAL Polishes for vehicles.	Japan	1129858

## TRADEMARK SCHEDULE

## SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP Class 1.	Japan	542,610
SIP Tooth powder and detergents.	Japan	544,128
THE RACER'S EDGE Chemical products including engine cooling system products, cleansers and engine degreaser.	Japan	1686393
THE RACER'S EDGE Motor oil and lubricating oil.	Japan	1648101
SIP Chemical (additive compounds for motor oils and motor fuels).	South Korea	88,008
SIP Additive compounds for motor oils and motor fuels.	South Korea	80,372
SIP OVAL Chemicals (additive compounds for motor oils and motor fuels, coolant).	South Korea	88,009
SIP OVAL Additive compound for motor oils and motor fuels.	South Korea	80,373
SIP OVAL filters for engines and windshield wiper assemblies and their parts.	South Korea	98,572
SIP OVAL Motor oil, lubricating oil, grease, coal, gasoline, paraffin wax, boiled oil and brake fluid.	South Korea	85,154

## TRADEMARK SCHEDULE

STP CORPORATION

TRADEMARKS	COUNTRY	REGISTRATION
SIP OVAL Vehicular additives including lubricant and chemical additives for motor oils, motor fuels and transmission oil, additives for engine cooling systems, windshield washing fluids; vehicular accessories including lubricating guns for adding additive to transmissions, and protective covers for fenders; racing vehicles; printed matter including calendars, pocket protectors and decals; sportswear, namely caps, jackets and shirts; games and playthings, including kites and miniatures or models of racing vehicles; and cloth patches, windshield wiper blades and filters for automotive use (for example, oil filters).	Lebanon	25319
SIP Vehicular products of a chemical nature.	Malaya	M/66726
SIP OVAL (COLOR) Additive compounds for motor oils and motor fuels.	Malaya	M/54033
SIP OVAL Vehicular chemical additives within the class including motor fuel additives and motor cooling system additives. License granted to: Fabricacion y Distribucion de Productos, S. de R.L.	Mexico	271,586
SIP OVAL Vehicular additive within the class including motor oil additives and in general all kinds of oils and greases, non-edible. License granted to: Fabricacion y Distribucion de Productos, S. de R.L.	Mexico	270,382
SIP OVAL Filters for automotive, marine and industrial uses. License granted to: Fabricacion y Distribucion de Productos, S. de R.L.	Mexico	171,818
SIP Additive compound for motor oils. License granted to: Fabricacion y Distribucion de Productos, S. de R.L.	Mexico	99,810
LSIEPE Chemicals and chemical additives.	Mexico	256,462

SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
ISETEPE Lubricants and additives for lubricants.	Mexico	256,461
SIP Motor oil and additive compounds for oils, greases and fuels.	Namibia (South West Africa)	877186(SWA)
SIP Additive compounds for motor oils and gasoline.	Netherlands Antilles	6422
SIP OVAL (COLOR) Compounds (in the nature of oils) for use as additives to motor oils and gasoline. Registered User: SIP Scientifically Tested Products of Canada, Ltd.	New Zealand	96012
SIP OVAL Vehicular products of a chemical nature including cooling system sealer, cooling system cleaner and cooling system inhibitor and chemical additives for motor oils and motor fuels. Registered User: SIP Scientifically Tested Products of Canada, Ltd.	New Zealand	98833
SIP OVAL Windshield cleaning solutions; windshield de-icer solution. Registered User: SIP Scientifically Tested Products of Canada, Ltd.	New Zealand	98834
THE RACER'S EDGE Additive compounds for motor oils and motor fuels. Registered User: SIP Scientifically Tested Products of Canada, Ltd.	New Zealand	890079
SIP All goods in class 18 including additive compounds for motor oils.	Nicaragua	14,845CC

TRADEMARK SCHEDULE

SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP IN OVAL DESIGN Petroleum, petroleum products and oils.	People's Republic of China	151960
SIP IN OVAL DESIGN Chemical product.	People's Republic of China	151961
SIP Industrial oils and greases, lubricants and dust laying, fuels and illuminants especially additive compounds for motor oils or gasoline.	Peru	12301
SIP OVAL Additive compound for motor oils and motor fuels lubricant oils and other goods in the class.	Peru	33528
SIP OVAL Filters for automotive, marine and industrial uses.	Peru	12109
SIP OVAL Printed materials.	Peru	44281
SIP OVAL Clothing.	Peru	44282
SIP OVAL Car wax, auto cleaner polish, carburetor spray cleaner, upholstery cleaner, tire shine, cleaner conditioner and protector/beautifier.	Peru	59254
SIP OVAL Engine cooling system products.	Peru	59255
SIP Additive compound for motor oils.	Philippines	12825

## TRADEMARK SCHEDULE

## SIP CORPORATION

BOOK 503 PAGE 225

TRADEMARK	COUNTRY	REGISTRATION
SIP Additive compounds for motor oils. License granted to: Copac Lda.	Portugal (not extended to Angola & Mozambique)	117656
SIP OVAL Additive compounds for motor oils and motor fuels. License granted to: Copac Lda.	Portugal (extended to Angola & Mozambique)	151229
SIP Additive compound for motor oils.	Puerto Rico	13675
SIP OVAL Vehicular additive products including additives for motor oils, motor fuels and transmission lubricants.	Rhodesia	928/72
SIP IM OVAL Compounds (in the nature of oils) for use as additives to oils and gas line.	Sabah	15565
SIP IM OVAL	Sarawak	10913
SIP Compounds for use as additives to oil and gasoline.	Singapore	60583
SIP OVAL Compounds for use as additives to oil and gasoline.	Singapore	54148
SIP Lubricants and additives for lubricants. Registered User: SIP Corporation (South Africa) Pty. Limited.	South Africa	H64/4332
THE RACER'S EDGE Additive compounds for motor oils and motor fuel. Registered User: SIP Corporation (South Africa) Pty. Limited.	South Africa	H69/1861

## SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP OVAL Vehicular products of a chemical nature, including cooling system sealer, cooling system cleaner and cooling system rust inhibitor. Registered User: SIP Corporation (South Africa) Pty. Limited.	South Africa	871/5184
SIP OVAL Vehicular products of a chemical nature, including windshield cleaning solution and windshield de-icer solution. Registered User: SIP Corporation (South Africa) Pty. Limited.	South Africa	871/5185
SIP OVAL Additive compounds for motor oils and motor fuels. Registered User: SIP Corporation (South Africa) Pty. Limited.	South Africa	72/2431
SIP Motor oil additive compounds for motor oils and motor fuels. Registered User: SIP Corporation (South Africa) Pty. Limited.	South Africa	77/0401
SIP OVAL Brake fluid.	South Africa	82/7289
SIP OVAL Cleaners for engines and carburetors and hand cleaners.	South Africa	82/7290
SIP Additive compound for motor oils.	Spain	407.636
SIP OVAL Filters.	Spain	662.113
SIP OVAL Vehicular products of a chemical nature including cooling system sealer, windshield de-icer solution and additives for motor vehicles of a chemical nature including additives for motor oils, motor fuels and transmission lubricant.	Spain	663.621
SIP OVAL Cooling system rust inhibitors.	Spain	663.622

## TRADEMARK SCHEDULE

## STP CORPORATION

BOOK 503 PAGE 227

TRADEMARKS	COUNTRY	REGISTRATION
SIP OVAL Cooling system cleaner products and windshield cleaning solution.	Spain	663,623
SIP OVAL Additives for motor vehicles of a non-chemical nature, including additives for motor oils, motor fuels and transmission lubricant.	Spain	663,624
SIP OVAL Additive compound for motor oils and motor fuels.	Surinam	6,189
SIP OVAL Additive compounds for motor oils and motor fuels on the basis of petroleum.	Sweden	129,706
SIP OVAL (COLOR) Anti-freeze agents for car radiators and for windshields, windshield de-icer solutions and other chemical products for the care and treatment of vehicles; cooling system rust inhibitors; windshield cleaning solutions; cooling system sealer.	Sweden	143,888
BLOSEAL Muffler and exhaust pipe sealants.	Sweden	184,298
SIP Additive compound for motor oils.	Switzerland	326,039
SIP OVAL Engine cooling system products; cleaning products; motor oil and lubricating oil.	Switzerland	117,025
BLOSEAL Muffler and exhaust pipe sealants.	Switzerland	323,969

## TRADEMARK SCHEDULE

## SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP Additive compounds for motor oils and all other goods properly belonging in the chemical group 1.	Taiwan	27,537
SIP IN OVAL Chemical including additives for vehicle fuels and engine.	Taiwan	74,005
SIP IN OVAL Cooling systems lubricants.	Taiwan	76,726
SIP OVAL (RED LETTERS/WHITE BACKGROUND) Oil treatment.	Taiwan	93,548
SIP OVAL LABEL Lubricant additive.	Taiwan	96,211
SIP OVAL Cleaning preparations.	Taiwan	234,488
SIP OVAL Air, oil and fuel filters.	Taiwan	230,709
SIP OVAL Max.	Taiwan	265,204
SIP OVAL (COLOR) Additive compounds for motor oils and motor fuels.	Thailand	46,248
SIP IN OVAL (BLK/WHITE) Air, oil and petrol filters for automotive marine and industrial engines.	Thailand	61,275

## TRADEMARK SCHEDULE

## STP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP OVAL Chemical products being additive compound for motor oil and fuels and solution for radiator treatment.	Thailand	86,742
SIP OVAL Additive compound for motor oil fuels and motor oil.	Thailand	87,935
SIP OVAL Polishes and car wax.	Thailand	89,038
SIP Motor oil and additive compounds for oils, greases and fuels.	Transtek	77/0101
SIP OVAL (COLOR) Additive compounds for motor oils and motor fuels.	Trinidad & Tobago	85131
SIP OVAL	Turkey	86611
SIP Additive compound for motor oils.	Uruguay	139,578
SIP OVAL Additives for fuel and lubricants used in vehicle engines.	Uruguay	172,699
SIP OVAL All goods in the class including filters for industrial uses.	Uruguay	131,450
SIP OVAL All goods in the class including filters used for transport equipment.	Uruguay	200,314

TRADEMARK S.I.P. S.A.E

SIP CORPORATION

TRADEMARK	COUNTRY	REGISTRATION
SIP Additive compounds for motor oils.	Venezuela	47,360
SIP OVAL (COLOR) Chemical products to treat lubricating oils, fuels and refrigerants, anti-corrusives, antioxidants and antifrictions.	Venezuela	61,938
SIP OVAL Vehicular additives namely motor oil additives and motor fuel additives.	Venezuela	67,731-f
SIP OVAL Vehicular additive products including a petroleum additive for fortifying petroleum based oils and greases, a fuel additive, windshield cleaning products and engine cooling system additives, automotive accessory products.	Venezuela	9,376-D
SIP OVAL Filters for automotive, marine and industrial use.	Venezuela	71,897-f
SIP OVAL Windshield wiper assemblies and parts thereof.	Venezuela	71,868-f
SIP Additive compounds for motor oils.	Virgin Islands	4,480
SIP OVAL Additive compounds for motor oils and motor fuels.	Virgin Islands	4,483
SIP OVAL Compounds (in the nature of oils) for use as additives to oils and gasoline.	Zambia	B.157/12

TRADEMARK SC. LE

STP CORPORATION

BOOK 503 PAGE 231

APPLICATIONS:	TRADEMARK	COUNTRY	APPLICATION
	DEEZY START	Great Britain	1,229,611 Additives (in the nature of oils) for fuels; lubricants.
	STP OVAL	Indonesia	Engine cooling system products; waxes and polishes; carburetor cleaning products; motor oil; lubricant oil, filters.
	AP-75	Ireland	8114,776 Penetrating lubricating oil spray.
	RAGGIO DI LUCE	Italy	33183/C/80 Restorer and beautifier for plastic, rubber, leather and wood.
	STP OVAL	Argentina	1420038 Clothing. Application has been opposed by Armando H. Donati on the basis of his registration for TP and by Sport-Stop S.A.C.I. on the basis of STOP in a triangle and STOP.
	STP OVAL	Argentina	1420039 All goods in Class 28.
	STP OVAL	Italy	33258/C/82 Cleaner and Polish; car wax; carburetor cleaner; engine degreaser; lubricants and motor oil.

TRADEMARK SCHEDULE

SIP CORPORATION

TRADEMARK	COUNTRY	APPLICATION
SIP OVAL Additive compound for motor oils and motor fuels.	Spain	M-63.363
SIP OVAL Additive compounds for motor oils and motor fuels.	Sri Lanka	30795
SIP OVAL filters.	Sri Lanka	44650
SIP IN OVAL Class 1.	Singapore	S/2244/84
SIP IN OVAL Class 1.	Saudi Arabia	1697
SIP IN OVAL Class 4.	Saudi Arabia	1698
SIP OVAL filters for automotive, marine and industrial uses.	Portugal	173.099
SIP OVAL Engine cooling system products. License granted to: Copac Lda.	Portugal	215.134
SIP OVAL Cleaners and polish; wax.	Portugal	215.135
SIP OVAL Grease; motor oil.	Portugal	215.136
SIP OVAL	Philippines	45,981
SIP OVAL Chemical preparation addition to the water of internal combustion engines to inhibit corrosion.	Pakistan	76186

## TRADEMARK SCHEDULE

## SIP CORPORATION

TRADEMARK	COUNTRY	APPLICATION
SIP OVAL Car wax, cleaning and polishing products.	Pakistan	76500
SIP OVAL Oil and fuel additives, motor oil and grease.	Pakistan	76187
SIP Cleaning and polishing preparations including degreasing cleaner, upholstery cleaner, and car and wax polish.	Malaya	92,623
SIP Brake fluid.	Malaya	92,622
SIP Lubricants and greases including motor oil, diesel engine oil, gear lube, and spray lubricant.	Malaya	92,624
SIP Air, oil and fuel filters for vehicle engines.	Malaya	92,625
SIP IN OVAL Chemical preparations for the addition to the water of internal combustion engines to inhibit corrosion.	Singapore	S/2244/83
SIP IN OVAL Carburetor cleaner.	Singapore	S/2245/83
SIP IN OVAL Motor oil and lubricating oil.	Singapore	S/2246/81
SIP IN OVAL Chemical substances for repairing leaks on motor vehicle radiators.	Singapore	S/4158/84

## TRADEMARK SCHEDULE

## STP CORPORATION

UPHELD MARKINGS:

In settlement of an opposition to an application filed by STP Corporation against Steel Industries Inc, STP Corporation agree not to use SIEED in return for Steed Industries Inc. agreeing not to use SIP or SIP OVAL.

OPPOSITIONS: UNITED STATES

No./Name	Country	Mark	Status
STP Corporation vs. Multiple Corporation	70,470	"MIP"	Awaiting settlement papers

OPPOSITIONS/CANCELLATIONS FOREIGN COUNTRIES:

No./Name	Country	Mark	Status
Appl. No. 1,424,142 International	Argentina	"PIS"	Being settled by Omi International restricting goods
Appl. No. 74,432 in the name of SOCIETE ANONYME D.B.A.	Singapore	"STOP" & Design	Statutory Declaration by Societe Anonyme D.B.A. due Jan. 30, 1986
Appl. No. 1,439,908 FATE S.A.	Argentina	"TT-SP"	Opposition filed Sept. 7, 1984. Awaiting Answer
Appl. No. 518,818 Three Star Chemical Ltd.	Canada	"TSP"	Awaiting Answer by Three Star Co., Chemical
Standard Oto Yag Kecerleri	Turkey	"SID"	Cancellation being considered
Appl. No. 811905110 Iratorparts Ind E Com de Pecas Para Iratures Ltda.	Brazil	"IPS"	Opposition filed August 19, 1985

JEC 0434g 3/18/86 Page 36

TRADEMARK SCHEDULE

SIP CORPORATION

No./Name	Country	Mark	Status
Appln. No. 811907953 Karmann Chia Do Brasil Ltda.	Brazil	"SIR"	Opposition filed August 19, 1985
Reg. No. 194743 Hsu Tien Chemical Factory	Taiwan	"SHI" Oval	Cancellation filed about 11/25/85
Appln. No. 5042 Graserias Industriales Andinas Angar C. Ltda.	Ecuador	"SIG"	Settlement negotiations in progress
Serial No. 490.990 Stotmeister GmbH	Spain	"SIO"	Opposition filed July 31, 1985
Appln. No. 304967 (unknown)	Taiwan	"SIP"	Opposition filed November, 1985
Automatic Transmission Repair Specialists	U.K.	"ATP" OVAL	Opposition instructed January 17, 1986
SEP S.R.L.	Spain	"SEP"	Opposition filed December, 1985

INTERFERENCES:

SIP Corporation is considering filing an action in South Korea for trademark infringement against Dung Jin Chemical Ind. Co. Seoul Korea for its use of the trademark "SFI" in connection with a container whose trade dress imitates that used by SIP for its SON OF A GUN brand product.

## TRADEMARK SCHEDULE

SIP INTERNATIONAL, INC.

## REGISTRATIONS:

## TRADEMARKS

	COUNTRY	REGISTRATION
SIP	Australia	B211,402
Additive compound for motor oils and fuels (gasoline). Registered User: SIP Corporation, recorded April 3, 1975.		
SIP OVAL	Australia	B212,253
Additive compound for motor oils and fuels (gasoline). Registered User: SIP Corporation, recorded April 3, 1975.		
THE RACER'S EDGE	Australia	A228,510
Additive compound for motor oils and motor fuels. Registered User: SIP Corporation, recorded April 3, 1975.		
SIP OVAL	Australia	B252,786
Chemical products for vehicular use including cooling system cleaning and sealing additives and windshield cleaner and de-icer. Registered User: SIP Corporation, recorded April 10, 1975.		
SIP OVAL	Australia	A266,818
Additive compounds for oils and fuels. Registered User: SIP Corporation, recorded April 1, 1976.		
SIP OVAL (BLK/WHITE)	Australia	B282,083
Oil, air and fuel filters for internal combustion engines for automotive, marine and industrial use. Registered User: SIP Corporation, recorded September 30, 1976.		

COLLATERAL PRODUCT TRADEMARK LICENSES

Licensee	Product	Royalty Rate	Effective Dates	End of Initial Term
<p>Adi, Inc. 7601 Woodhaven Blvd Glendale, Queens, NY 11185 212/897-9000</p>	<p>Tote Bags Knapsacks Memo Pads Pencil Pouches Pencil Sharpeners &amp; Erasers</p>	<p>The greater of \$5000 per contract year or 7% of sales of the Products at the gross whole sale selling price.  Once each year, 6 samples of each Product.</p>	<p>April 1, 1983-Oct. 31, 1984 Eighteen (18) Months. Automatically renewed year to year unless terminated by one of the parties. After initial 18 mo. either party may terminate on 6 mos. notice.</p>	<p>October 31, 1984</p>
<p>Associated Hobby Manufacturers, Inc. 401 East Tioga Philadelphia, PA 19134 215/427-1300</p>	<p>No. 11105 HO Scale Flatbed Railroad Car with truck, trailer and race car</p>	<p>2% of Product sold by Licensee during term of this Agreement. In addition, Licensee will provide to SIP once each calendar year 12 large train sets, freight pre-paid, to SIP's world headquarters.</p>	<p>Jan. 1 1982-Dec. 31, 1983. Automatically renewed year to year. After initial 2 year term, either party may terminate upon 6 months notice to the other party.</p>	<p>December 31, 1983</p>
<p>The Athletic Supporter, Ltd. 27591 Schoolcraft Livonia, MI 48150 313/261-8870</p>	<p>SIP Racing Uniform T-Shirts</p>	<p>7% of sales of gross wholesale selling price. 2 dozen samples to be furnished after initial production run and once a year thereafter.</p>	<p>Nov. 11, 1983-Nov. 10, 1985 Automatically renewed year to year. After initial 2 year term, either party may terminate upon 6 mos. notice to the other party.</p>	<p>November 10, 1985</p>
<p>Baumer Industries, Inc. 125 N. Nopal St. Santa Barbara CA 93101 805/463-9351</p>	<p>"Whipper Snapper" Miniature Pennant  NOTE: Product still not manufactured.</p>	<p>6% of sales at gross wholesale selling price. 250 samples to be furnished after initial production run and 24 once a year thereafter.</p>	<p>Nov. 8, 1983-Nov. 7, 1985 Automatically renewed year to year. After initial 2 year term, either party may terminate upon 6 months notice to the other party.  NOTE: TERMINATED 9/20/84</p>	<p>November 7, 1985</p>

COLLATERAL PRODUCT TRADEMARK LICENSES

Licensee	Product	Royalty Rate	Effective Dates	End of Initial Term
Bird Automotive, Inc. Grand National Properties 9140 W. Dodge Road Omaha, NE 68114 402/397-3411	SIP #43 Go Cart Johncock Indy Go Cart	Bird will pay 7% of gross sales, which we will split with Richard Petty.	Jan. 21, 1983-Jan. 20, 1986 Automatically renewed year to year. After initial 3 year term, either party may terminate upon 6 months notice to the other party.	January 20, 1986
Ezra Brooks 9801 W. Higgins Rd. Suite 530 Rosemont, IL 60018 312/692-2280	Ceramic Liquor Bottles #20 & #40 Available Filled & Unfilled	None	Feb. 1, 1983-Feb. 1, 1985	February 1, 1985 Expired
Daco Industries, Inc. 11702 West 85th St. Lenexa, KS 66214 913/888-6700	SIP Caps, Hats & Visors	7% of sales at gross wholesale selling price. 6 hats, 6 caps and 6 visors to be furnished after initial production run and once a year thereafter.	Feb. 1, 1984-Jan. 31, 1986 Automatically renewed year to year. After initial 2 year term, either party may terminate on 6 months notice to the other party.	January 31, 1986
EPPCO Enterprises 12429 Cedar Rd. Cleveland, OH 44106 216/721-0002	Fender Covers	Licensee agrees to provide a quantity of Product equal to the greater of 24 samples per year or 1% of the unit sales of the Product sold to customers other than K-Mart.	July 1, 1983-June 30, 1985 Automatically renewed year to year. After initial 2 year term, either party may terminate upon 6 months notice to the other party.	June 30, 1985

COLLATERAL PRODUCT TRADEMARK LICENSES

BOOK 503 PAGE 239

Licensee	Product	Royalty Rate	Effective Dates	End of Initial Term
Ertl Company Highways 116 & 20 Dyersville, IA 52040 800/551-1886	#4739 R. Petty Stock Car (Radio Control), #307300 R. Petty Crash set (Helmet & Car), #1827 R. Petty Stocker, #1719 Petty/Regal/Pull- back Car, #3040 R. Petty Stocker	Licensee agrees to provide 12 samples of each product once a year.	Aug. 9, 1983-Aug. 8, 1985 Automatically renewed year to year. After initial 2 year term, either party may terminate upon 6 months notice to the other party.	August 8, 1985
Fun Wear, Inc. P.O. Box 09546 Columbus, OH 43209 614/868-8509	STP T-Shirts & Jersey Knits Multiple Logo T-Shirts & Jersey Knits STP W/Driver T-Shirts & Jersey Knits STP Hats	5% 2% 6% 6% 1 dozen 1/2 dozen 1 dozen each size	Feb. 1, 1983-Jan. 31, 1985 Automatically renewed year to year. After initial 2 year term, either party may terminate on 6 months notice to the other party. NOTE: TERMINATED 9/13/84	January 31, 1985
Gay Toys 799 Ladd Rd. Walled Lake, MI 48088 313/624-1181	#706 STP/Gordon Johncock 12" Indy Car #923 STP/Gordon Johncock Racing Team Set #805 STP Helmet #810 STP/Johncock Racer #8234 STP/Uno Race Set Asst.	6% 2 doz. 4% 2% 2% 4%	July 22, 1982-July 21, 1984 Automatically renewed year to year. After initial 2 year term, either party may terminate on 6 months notice to the other party.	July 21, 1984
(Amendment) PENDING	STP/Son Of A Gun Trans Am Race Car	5%		

COLLATERAL PRODUCT TRADEMARK LICENSES

LICENSEE	PRODUCT	ROYALTY RATE	EFFECTIVE DATES	END OF INITIAL TERM
<p>Hawaiian Games 'N Things 919 Avenue B, Suite B Yuma, AK 85364 602/781-7114</p>	<p>Johnny Auto Game</p>	<p>Initial supply of six (6) Johnny Auto Games Plus one Johnny Auto Game for each 1000 sold or distributed. Delivery of Johnny Auto Game will be made to SIP within 30 days after the end of each calendar quarter, beginning with the quarter when Johnny Auto Games are first shipped to customers.</p>	<p>Nov. 16, 1981-Nov. 15, 1983 Automatically renewed year to year. After initial 2 year term, either party may terminate upon 6 months notice to the other party.</p>	<p>November 15, 1983</p>
<p>Hoover's Manufacturing Co. 4015 Progress Blvd. Peru, IL 61354 815/221-1159</p>	<p>Belt Buckles Hat Tacs Cigarette Lighters (with Indy Cars #20 and #40</p>	<p>6% of sales of the products at the gross wholesale selling price. Once each year: SIP Indy Car #20 Belt Buckle - 4 doz. SIP Indy Car #40 Belt Buckle - 4 doz. SIP Indy Car #20 Hat Tac - 4 doz. SIP Indy Car #40 Hat Tac - 4 doz. SIP Indy Car #20 Cig. Lighter - 4 doz. SIP Indy Car #40 Cig. Lighter - 4 doz.</p>	<p>March 18, 1983-March 17, 1985 Automatically renewed from year to year unless terminated by one of the parties.</p>	<p>March 17, 1985</p>
<p>KDN Enterprises, Inc. 1452 Cleveland Ave. NW Canton, OH 44703 216/454-7045</p>	<p>"Big Wheel" Game</p>	<p>6 samples on a one-time basis after initial production run.</p>	<p>July 20, 1983-July 19, 1985 Automatically renewed from year to year. After initial 2 year term, either party may terminate on 6 months notice to the other party.</p>	<p>July 19, 1985</p>

NOTE: TERMINATED 10/15/84

COLLATERAL PRODUCT TRADEMARK LICENSES

Licensee	Product	Royalty Rate	Effective Dates	End of Initial Term
Matchbox Toys (USA) Ltd. 141 W. Commercial Ave. Moonachie, NJ 07074 201/935-2600	Die-cast cars (#20 Indy Racer, Indy Turbine Racer, "Son Of A Gun" Trans Am Racer, #43 NASCAR Racer, #42 NASCAR Racer, STP Sponsored European Racers); Miniature 1-75, Twin Paks, Super Kings; Garages; Gas Station, Pit Stop/- Pit Area, Car Wash; Action Packs/Race Sets; Carrying Cases; Action Vehicles; Lock-Ups. Burnin' Key Cars, Power Blasters Motorcycles, Stunt Rider, High Rider; Gift Sets; Action Figures; Pit Crew, Racer, Racing Team; Ride On/Ride Ins; Specials.	6% of sales at the gross wholesale selling price. A \$10,000 minimum royalty per product year. No monetary royalty on single "Miniature 1-75" models but STP will receive royalty-in-kind equal to 1% of the "Miniature 1-75" models. (Samples to be provided per quantities on Exhibit A attached to contract).	April 1, 1984-Dec. 31, 1986 Automatically renewed from year to year. After initial two production year, either party may terminate on 12 months notice to other party. Matchbox has given timely notice of termination of this agreement as of December 31, 1986.	December 31, 1986
Nexus Industries 570 South Miami St. Wabash, Ill 46992 219/563-8102	Imprinted T-Shirts Imprinted Jerseys Imprinted Sweatshirts Imprinted Caps	1% of sales of the product at the gross wholesale selling price. 6 samples each product after initial production run and once a year thereafter.	June 15, 1984-June 14, 1986 Automatically renewed from year to year. After initial 2 year term, either party may terminate on 6 months notice to the other party. A letter to Nexus Industries was sent September 11, 1985 demanding payment of royalties within 60 days. Notice of termination for failure to comply with the request was included in the letter.	June 14, 1986

COLLATERAL PRODUCT TRADEMARK LICENSES

LICENSEE	Product	Royalty Rate	Effective Dates	End of Initial Term
Parasol Enterprises, Inc. 512 Angelito Corona del Mar, California 92625 714/673-7084	Cafe Umbrellas	7% of sales of the product at the gross wholesale selling price. 2 samples after initial production run and once a year thereafter.	Nov. 15, 1983-Nov. 14, 1985 Automatically renewed from year to year. After initial 2 year term, either party may terminate on 6 months notice to the other party.	November 14, 1985
Raintree Buckles & Jewelry, Inc. 3630 Holdredge Ave. Los Angeles, CA 90016 213/559-1040	STP Belt Buckles	Licensee agrees to grant a royalty equal to 6% of sales of the product at the gross wholesale selling price. 2 dozen samples after initial production run and once a year thereafter.	May 1, 1982-Apr. 30, 1984 Automatically renewed year to year. After initial 2 year term, either party may terminate upon 6 months notice to the other party.	April 30, 1984
Ronco Enterprises 1751 Lower Roswell Rd. Marietta, GA 30067 404/971-1733	Sunglasses Engraved STP	5% of sales of the product at the gross wholesale selling price. 4 dozen samples each calendar quarter.	Feb. 28, 1983-Feb. 27, 1985 Automatically renewed year to year unless terminated by one of the parties.	Feb. 27, 1985
L. Shalum & Co., Inc. 411 Fifth Ave. New York, NY 10016	Handkerchiefs in an STP Can	6% of sales of the product at the gross wholesale selling price. 12 free samples after initial production run and once a year thereafter.	Dec. 1, 1983-Nov. 30, 1985 Automatically renewed year to year. After initial 2 year term, either party may terminate on 6 months notice.	November 30, 1985
Iyco Industries, Inc. 540 Glenn Avenue Moorestown, NJ 08057 609/234-7100	STP/Wildcat Indy Cars (W20 and W40) Tuys-Electric Racing Cars	1% of the net selling price of the Iyco/STP cars, including those which are packed in racing sets.	Aug. 1, 1981-July 31, 1983 Automatically renewed year to year. After initial 2 year term, either party may terminate on 6 months notice to the other party.	July 31, 1983

COLLATERAL PRODUCT TRADEMARK LICENSES

Licenses	Product	Royalty Rate	Effective Dates	End of Initial Term
Tomy Corporation 901 E. 215 Street Carson, CA 90749 213/549-2721	Toy Slot Car	Royalty-free	Being prepared.	
Schaper Manufacturing 9909 S. Shore Drive Minneapolis, MN 55440 612/540-0511	Children's Ride-On Vehicle	One time, \$5,000.00 royalty payment	Under negotiation.	
Just 4 Kids Div. of Victor B. Mandel 277 Fifth Avenue New York, NY 10016 212/685-1500	Children's caps, slippers, socks, gloves	7% under negotiation		
Scientific Toys, Ltd. 20 Lee Chung Street Chai Wan, Hong Kong 5-511201	Toy Racing Cars	Under consideration		

BOOK 503 PAGE 244

PART 5

STP INTERNATIONAL, INC.

REGISTRATIONS

AUSTRALIA

BOOK 503 PAGE 245

Purchase and Sale Agreement - U.S. Assets

DISCLOSURE SCHEDULE III

TRADEMARKS

Home Products

Date: February 21, 1986  
Revised: March 14, 1986

BOOK 503 PAGE 246

DISCLOSURE SCHEDULE III

TRADEMARKS

CONTENTS

- Part 1 - Home Products - Applications and  
Registration - United States
- Part 2 - Home Products - Applications and  
Registrations - Canada
- Part 3 - Home Products - Applications and  
Registrations - Foreign Countries
- Part 4 - Home Products - Other

BOOK 503 PAGE 247

PART I

HOME PRODUCTS

APPLICATIONS & REGISTRATIONS

UNITED STATES

JEC 0437g 3/18/86 Page 1

TRADEMARK SCHEDULE  
HOME PRODUCTS  
UNION CARBIDE CORPORATION  
UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

895,798

ALPHA  
Plastic bags.

909,287

BUCK PRIVATE  
Personal powder spray.

886,456

CHASIE  
Personal deodorant.

905,254

CIRRUS  
Personal deodorant.

886,458

CURFEW  
Personal deodorant.

851,684

DISCREET  
Paper bags.

1,002,819

DISCREET  
Plastic disposer bags.

889,160

DRI MAGIC  
Personal deodorant.

899,731

DRI MAGIC  
Disposable baby diapers.

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

DRYDEES\* Disposable baby diapers.

899,732

DRY WIPES Disposal baby diapers.

908,075

DRYODORANT Personal deodorant powder.

928,861

DRYQUIL Absorbent material sold as a component of diapers.

954,486

EVER DRY Disposable baby diapers.

908,076

FIG LEAF Personal deodorant.

909,286

FOLD-LOCK TOP Plastic Bags.

819,311

FUNTIME Plastic bags.

1,252,975

GIT A HANDLE ON YOUR GARBAGE Plastic bags.

1,192,158

\* Unintestable

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARKS

REGISTRATION

GLAD \* 738,875

Plastic bags. License granted to Abbott Laboratories.

GLAD \* 739,033

Plastic bags. License granted to Abbott Laboratories.

GLAD \* 791,139

Plastic drinking straws. License granted to Abbott Laboratories.

GLAD 811,279

Disposable plastic floor covering.

GLAD 811,387

Plastic gloves, baby bibs, and baby pants. License granted to Abbott Laboratories.

GLAD 811,454

Plastic place mats and shelf covering.

GLAD 811,542

Plastic cups.

GLAD 894,217

Disposable baby diapers.

GLAD\* 904,097

Plastic bag holders.

\* Incontestable

TRADEMARK SCHEDULE  
 HOME PRODUCTS  
 UNION CARBIDE CORPORATION  
 UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

GLAD HANDS <sup>®</sup> Latex and vinyl multi-use household gloves.	894,670
GLAD-LOCK Plastic bags for packaging such as food storage and freezer bags.	1,380,396
GLAD-LOCK BANNER DESIGN Plastic bags for packaging such as food storage and freezer bags.	1,381,330
GLEE <sup>®</sup> Liquid floor wax.	616,011
GYM DANDY Personal deodorant.	909,285
HANDLE-TIE Multi-purpose disposal bags.	1,291,131
THE HEAVYWEIGHT <sup>®</sup> Plastic bags.	1,042,939
MI-LITE <sup>®</sup> Furniture polish.	312,583
MILITE <sup>®</sup> Furniture polish.	586,102

• Uncontestable

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

HYDROSORB 992,883

Absorbent material sold as a component of diapers.

INSTANT DRY 932,058

Personal deodorant.

JALQUES 901,284

Personal deodorant.

KEY-LOCK \* 972,993

Closure for plastic bags.

LARIGMA 899,839

Personal deodorant.

MARGIN 893,864

Personal deodorant.

MICRO BAGS 1,126,657

Plastic bags used for cooking.

MICROWRAP 1,104,326

Plastic wrap used for cooking.

MULTI-SCUFF \* 894,382

floor wax.

\* Uncontestable

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

PARLAIR  
Personal deodorant.

905,974

PLAD  
Plastic bags.

928,933

PLAD  
Plastic wrap.

948,959

POWDER BATH  
Personal deodorant. Disclaimer: "POWDER"

935,484

SELLOUM  
Personal deodorant.

896,140

SILVER STRENGTH  
Plastic bags.

1,252,976

SNAP LOCK  
Plastic bags.

1,189,367

SPOT CHECK  
Personal deodorant.

909,284

SILVI  
Personal deodorant.

897,492

\* Uncontestable

TRADEMARK SCHEDULE  
HOME PRODUCTS  
UNION CARBIDE CORPORATION  
UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

TALCAR Aerosol dispensers for dry powders.	869,216
LAPE-LOCK TOP Plastic bags.	1,189,368
THREE LEAVES Lotion for the treatment of poison ivy and poison oak.	856,904
TIGHT SPOT Body refresher and deodorant powder.	881,014
TIGHT SPOT DRYODORANT & DESIGN Personal deodorant powder.	934,550
101 Personal deodorant.	886,460
UNIQUE - Floor wax.	850,046
WHILE FAWN Personal deodorant.	886,457
WHISS Personal deodorant.	893,863

\* Incontestable

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

APPLICATIONS:

SIMLESS FLEX

Plastics used in the manufacture of plastic trash and  
garbage bags.

BOOK 503 PAGE 256

PART 2

HOME PRODUCTS

APPLICATIONS & REGISTRATIONS

CANADA

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

CANADA

REGISTRATIONS:

TRADEMARK

REGISTRATION

- ALPHA 178,111  
Plastic bags. Registered User: Union Carbide Canada Limited, recorded September 3, 1971, R.U. No. 21407.
- CHASTE 175,285  
Personal deodorant. Registered User: Union Carbide Canada Limited, recorded March 26, 1971, R.U. No. 20779.
- DISCREET 209,933  
Plastic disposer bags. Registered User: Union Carbide Canada Limited, recorded October 10, 1975, R.U. No. 27916.
- DRY MAGIC 175,967  
Personal deodorant. Disclaimer: DRI. Registered User: Union Carbide Canada Limited, recorded May 7, 1971, R.U. No. 20778.
- DRYDEES 180,199  
Disposable baby diapers. Registered User: Union Carbide Canada Limited, recorded December 24, 1971, R.U. No. 21792.
- DRYODORANT 196,609  
Personal deodorant powder. Registered User: Union Carbide Canada Limited, recorded January 4, 1974, R.U. No. 23397.
- DRYQUIL 194,408  
An absorbent material sold as a component of diapers. Registered User: Union Carbide Canada Limited, recorded September 28, 1973, R.U. No. 24590.
- GET A HANDLE ON YOUR GARBAGE 281,762  
Plastic bags. Disclaimers: HANDLE and GARBAGE. Registered User: Union Carbide Canada Limited, recorded July 29, 1981, R.U. No. 51404.

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

CANADA

REGISTRATIONS:

TRADEMARK

REGISTRATION

129,682

GLAD Plastic bags for containing household commodities, plastic wrap, plastic drinking straws. Registered User: Union Carbide Canada Limited, recorded February 2, 1963, R.U. No. 8063 (recorded October 9, 1965 and November 21, 1977 as to amended wares.)

148,546

GLAD Plastic cups; disposable plastic floor covering; plastic gloves, baby bibs and baby pants; plastic place mats and shelf covering. Registered User: Union Carbide Canada Limited, recorded December 16, 1966, R.U. No. 12787.

219,275

THE HEAVYWEIGHT Plastic bags. Registered User: Union Carbide Canada Limited, recorded March 4, 1977, R.U. No. 32322

206,501

HYDROSORB Absorbent material sold as a component of diapers. Registered User: Union Carbide Canada Limited, recorded April 18, 1975, R.U. No. 371066.

199,882

KEY-LOCK Closures for plastic bags. Registered User: Union Carbide Canada Limited, recorded June 21, 1974, R.U. No. 25606.

252,526

MICROBAGS Plastic bags used for cooking. Registered User: Union Carbide Canada Limited, recorded November 14, 1980, R.U. No. 45727.

238,465

MICROWRAP Plastic wrap used for cooking. Registered User: Union Carbide Canada Limited, recorded December 21, 1979, R.U. No. 41326.

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

CANADA

REGISTRATIONS:

TRADEMARKS

SNAP LOCK

274,409  
Plastic bags. Registered User: Union Carbide Canada Limited, recorded December 3, 1982. R.U. No. 47430.

SUPER FORMULA G & DEVICE

287,558  
Plastic bags for containing household commodities. Registered User: Union Carbide Canada Limited, recorded February 3, 1984. R.U. No. 56327. Disclaimers: SUPER and FORMULA.

TRASH FASH

216,595  
Plastic trash bags. Disclaimer: TRASH. Registered User: Union Carbide Canada Limited, recorded October 15, 1976. R.U. No. 30374.

OPPOSITIONS:

Union Carbide Corporation and Union Carbide Canada, Ltd. are considering opposing an application of Canadian Technical Tape Limited to register in Canada "TUFF" for polyethylene garbage bags, based on the descriptiveness and lack of distinctiveness of the mark. Negotiations for settlement of the matter have ensued and an extension of time to oppose has been obtained.

Union Carbide Corporation and Union Carbide Canada, Ltd. are considering opposing an application of Pacific Northern Distributors, Ltd. to register in Canada "TUFF-N-TIDY". Negotiations for settlement of the matter have ensued and an extension of time to oppose has been obtained.

BOOK 503 PAGE 260

PART 3

HOME PRODUCTS

APPLICATIONS & REGISTRATIONS

FOREIGN COUNTRIES

TRADEMARK SCHE

HOME PRODUCTS

UNION CARBIDE CORPORATION

JEC 0439g 3/18/86 Page 1

FOREIGN COUNTRIES

APPLICATIONS:

APPLICATION

COUNTRY

TRADEMARK

GLAD  
GET A HANDLE ON YOUR GARBAGE  
Plastic bags.

Australia

GLAD  
Plastic wrap.

Argentina

GLAD  
Plastic bags for food storage.

Argentina

GLAD  
Plastic bags for garbage and trash disposal.

Argentina

GLAD (IN CHINESE)  
Aluminum foil.

Brunei

GLAD (IN CHINESE)  
Plastic bags and plastic wrap.

Brunei

GLAD  
Cooking utensils, filters made of paper and used to cover a frying pan during the frying process. Aluminum foil.  
license granted to: Union Carbide Deutschland G.m.b.H.

Denmark

450/82

GLAD  
Cooking utensils, filters made of paper and used to cover a frying pan during the frying process. Aluminum foil.  
license granted to: Union Carbide Deutschland G.m.b.H.

Finland

688/82

GLAD  
Aluminum foil. license granted to: Union Carbide Deutschland G.m.b.H.

Greece

79111

GLAD  
Aluminum foil.

Hong Kong

JEC 0439g 3/16/86 Page 2

TRADEMARK SCH

HOME PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK	COUNTRY	APPLICATION
GLAD (ENGLISH AND KATAKANA) Plastic bags and other packing containers, cords, ropes and nets.	Japan	44236/85
GLAD (ENGLISH AND KATAKANA) Cellophanes, wrapping papers, water-proof papers, fire-proof papers, anti-rust papers, mold-proof papers, insecticides papers, oil-proof papers, acid-proof papers.	Japan	98287/84
GLAD Plastic drinking straws and other kitchen utensils.	Japan	
GLAD Aluminum foil.	Kuwait	17945
GLAD Plastic bags and wrap.	Kuwait	17946
GLAD (ENGLISH AND CHINESE) Aluminum foil. License granted to: Union Carbide Malaysia Sendirian Berhad.	Malaysia	2666/85
GLAD (ENGLISH AND CHINESE) Plastic bags and wrap. License granted to: Union Carbide Malaysia Sendirian Berhad.	Malaysia	2667/85
GLAD Plastic bags.	Mexico	2710
GLAD (IN CHINESE) Aluminum foil.	Portugal	230,215
GLAD (IN CHINESE) Plastic bags and plastic wrap.	Portugal	230,216

TRADEMARK

HOME PRODUCTS

UNION CARBIDE CORPORATION

JEC 0439g 3/18/86 Page 3

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK	COUNTRY	APPLICATION
GLAD Plastic bags and wrap, aluminum foil.	Saudi Arabia	429/1/1403
GLAD Aluminum foil. License granted to: Union Carbide Singapore Pte. Ltd.	Singapore	
GLAD (IN CHINESE) Aluminum foil. License granted to: Union Carbide Singapore Pte. Ltd.	Singapore	
GLAD (IN CHINESE) Plastic bags and plastic wrap. License granted to: Union Carbide Singapore Pte. Ltd.	Singapore	
GLAD Aluminum foil.	Taiwan	
GLAD (IN CHINESE) Plastic wrap.	Taiwan	(74) 23247
GLAD (IN CHINESE) Plastic wrap. Application opposed by Canon Co., Ltd. on basis of registrations for CHIA-NEME in Chinese (identical Chinese characters to GLAD in Chinese). Arguments in response to opposition filed December 20, 1985.	Taiwan	(74) 2324b
GLAD (IN CHINESE) Aluminum foil.	Taiwan	(74) 23245
GLAD Aluminum foil.	Thailand	
GLAD Plastic wrap, polyethylene bags and aluminum foil.	Turkey	66089

TRADEMARK SCHE

HOME PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

JEC 0439g 3/18/86 Page 4

APPLICATIONS:

TRADEMARK

GLAD BAKE Greaseproof paper. Disclaimer: BAKE. Associated Marks: Nos. 189,239, Class 20; 189,240, Class 16; 266,608, Class 18; 311,094, Class 16; 350,778, Class 16; 369,309, Class 16. License granted to: Union Carbide Australia Ltd.

398,827

GLAD BANNER DESIGN

Plastic bags and other packing containers, cords, ropes and nets.

Japan

44235/85

GLAD BANNER DESIGN

Plastic drinking straws and other kitchen utensils.

Japan

98286/84

GLAD BANNER DESIGN

Wrapping papers.

Japan

436,950

GLAD-LOCK

Plastic bags. License granted to: Union Carbide Australia Ltd.

Australia

New Zealand

GLAD-LOCK

Plastic bags.

New Zealand

135,792

GLAD SUPERWEIGHT

Bags and wrapping material made of plastic.

Australia

GLAD LUFF STUFF

Bags and wrapping materials made of plastic. License granted to: Union Carbide Australia Ltd.

364,309

Denmark

SNAP-LOCK

Plastic bags

1515/84

SNAP-LOCK

Plastic bags.

Finland

1861/84

TRADEMARK SCHE

HOME PRODUCTS

JLC 04399 3/18/86 Page 5

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARKS

SNAP-LOCK  
Plastic bags.

SNAP-LOCK  
Plastic bags.

SNAP-LOCK  
Bags and wrapping material made of plastic.

SNAP-LOCK  
Plastic bags. Published for opposition 4/85. Awaiting certificate.

APPLICATION

16779

150307

637

COUNTRY

Jordan

Kuwait

New Zealand  
Registered User: Union Carbide New Zealand.

Saudi Arabia

INFRINGEMENTS:

Union Carbide Corporation is investigating a trademark and a trade dress infringement of its GLAD brand sandwich bags by the appearance on the Philippine marketplace of a GLAD brand sandwich bag, the packaging for which imitates that of our GLAD brand.

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

DRYDEES

Disposable baby diapers composed of plastic material and cellulose. Disclaimer: D. License granted: Chemos Industries Pty. Ltd.

Australia

A251,411

DRYDEES

Disposable baby diapers of plastic materials and cellulose, the plastic predominating

New Zealand

98,000

DRYDEES

Disposable diapers (none being of paper) for babies

United Kingdom

979,743

GLAD

Packages of plastic material, in particular bags

African & Malagasy Union

15922

GLAD

Drinking straws made of plastics. Licenses granted: Union Carbide Australia Limited, recorded September 9, 1966 and Chemos Industries Pty. Ltd.

Australia

A189,239

GLAD

Bags and wrapping material made of plastics. Associated mark: A189239 for GLAD. Licenses granted: Union Carbide Australia, Ltd., recorded September 9, 1966 and Chemos Industries Pty. Ltd.

Australia

A189,240

GLAD

Aluminum foil included in this class. Registered User: Union Carbide Australia Limited, recorded March 13, 1975. Associated marks: A189,239 and A189,240 for GLAD. License granted: Chemos Industries Pty. Ltd.

Australia

A266,608

GLAD FOOD STORAGE BAGS LABEL & DEVICE

Bags, and wrapping materials made of plastic. Disclaimers: Device of Bag, IMISI IIES. Registered User: Union Carbide Australia Limited, recorded November 12, 1981. Associated marks: Nos. 189,239 Class 20, 189,240 Class 16, 266,608 Class 6 and 311,094 Class 16. License granted: Chemos Industries Pty. Ltd.

Australia

A311,094

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK COUNTRY REGISTRATION

GLAD SANDWICH BAGS LABEL

Australia A311,097  
 Bags and wrapping materials made of plastic. Registered User: Union Carbide Australia Limited, recorded November 12, 1981. Disclaimer: FOLD-LOCK TOP. Associated Marks: Nos. 189,239 Class 20, 189,240 Class 16, 266,608 Class 6 and 311,094 Class 16. License granted: Chemos Industries Pty. Ltd.

GLAD SUPERWEIGHT

Australia A350778  
 Bags and wrapping material made of plastic. Disclaimer: SUPERWEIGHT. Associated marks: Reg. Nos. 189239, 189240, 266608, 311094 and 311097. License granted: Chemos Industries Pty. Ltd.

GLAD

Bahamas  
 Plastic bags, plastic wrap, and plastic drinking straws

7010

GLAD

Bermuda  
 Plastic bags, plastic wrap, and plastic drinking straws.

7020

GLAD

Brazil  
 Plastic articles, namely: wrapping material, plastic sheets, strips, ribbons and boxes of any shape.

1272/0373128

GLAD

Brazil  
 Plastic bags

1272/0502080

GLAD

Brunei  
 Plastic wrapping material, plastic bags

8049

GLAD

Denmark  
 Plastic wrapping material and plastic bags; plastic straws. License granted: Union Carbide Deutschland G.m.b.H.

1510/1966

GLAD

Ethiopia  
 Plastic wrap, plastic bags and plastic straws. Cautionary notice last published July 14, 1982.

3,716

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

REGISTRATION

TRADEMARK

COUNTRY

GIAD

Ethiopia

3256

Plastic wrap, plastic bags and plastic straws. Cautionary notice last published June 26, 1974.

GIAD

Finland

51,483

Plastic bags and plastic wrap; plastic drinking straws. License granted: Union Carbide Deutschland G.m.b.H.

GIAD

Ghana

18,241

Plastic bags and plastic wrap.

GIAD

Greece

45,863

Plastic wrap and plastic bags; plastic drinking straws. License granted: Union Carbide Deutschland G.m.b.H., recorded November 29, 1972.

GIAD

Hong Kong

1110/1966

Plastic wrap and plastic bags.

GIAD

Hong Kong

1131/1966

Plastic straws.

GIAD

Iceland

125/1971

Plastic bags and plastic wrap, plastic drinking straws. License granted: Union Carbide Deutschland G.m.b.H.

GIAD

Iceland

322/1985

Aluminum foil. License granted: Union Carbide Deutschland G.m.b.H.

GIAD

Indonesia

152,007

Plastic wrapping material and plastic bags.

GIAD

Iran

39004

Plastic wrap and plastic bags. License granted: Union Carbide Deutschland G.m.b.H., recorded February 19, 1974.

## TRADEMARK SCHEDULE

## HOME PRODUCTS

## UNION CARBIDE CORPORATION

## FOREIGN COUNTRIES

## REGISTRATIONS:

## TRADEMARK

## COUNTRY

## REGISTRATION

59281

Iran

GLAD Aluminum foil. License granted: Union Carbide Deutschland G.m.b.H.

90,820

Ireland

GLAD Plastic bags included in class 16 and plastic film for wrapping. License granted: Union Carbide Deutschland G.m.b.H., recorded March 24, 1983.

90,821

Ireland

GLAD Plastic drinking straws. License granted: Union Carbide Deutschland G.m.b.H., recorded March 24, 1983.

105141

Ireland

GLAD Aluminum foil. License granted: Union Carbide Deutschland G.m.b.H.

105142

Ireland

GLAD frying pan covers made of filtering paper, coffee filters made of paper and siliconized parchment paper for in-home baking.

19,140

Kenya

GLAD Plastic bags and plastic wrap. License granted: Union Carbide Kenya Limited, recorded May 16, 1974.

117,505

South Korea

GLAD Polyethylene wrap. Associated mark: 117506 (GLAD in Korean characters).

117,506

South Korea

GLAD (KOREAN VERSION) Polyethylene wrap. Associated mark: 117505 for GLAD.

329/71

Malawi

GLAD Plastic bags and plastic wrap.

M/51102

W. Malaysia

GLAD Plastic bags and plastic wrap. License granted: Union Carbide Malaysia Sdn Bhd, recorded May 9, 1972.

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARKS COUNTRY REGISTRATION

GIAD Mexico 290,974

Plastic wrap.

GIAD New Zealand 80,705

Plastic bags and plastic wrap. Associated Mark: 80706 for GIAD. Registered Users: Union Carbide New Zealand Pty. Ltd., recorded March 23, 1970 and Union Carbide New Zealand Limited.

GIAD New Zealand 80,706

Plastic drinking straws. Associated mark: 80705 for GIAD. Registered Users: Union Carbide New Zealand Pty. Ltd., recorded March 23, 1970; Union Carbide New Zealand Limited.

GIAD New Zealand 124,983

Aluminum foil wrap. Associated mark: 80705 for GIAD. Registered Users: Union Carbide New Zealand Pty. Ltd., recorded March 27, 1979; Union Carbide New Zealand Limited.

GIAD Nicaragua 3,281

Plastic bags and plastic wrap.

GIAD Norway 69,996

Plastic bags and plastic wrap, plastic drinking straws. License granted: Union Carbide Deutschland G.m.b.H.

GIAD Norway 118,923

Aluminum foil for packaging and cooking. Covers made of filter paper for frying pans, coffee filters of paper, silicized parchment paper used for use in home cooking. License granted: Union Carbide Deutschland G.m.b.H.

GIAD Papua New Guinea A4847R

Aluminum foil included in this class. Associated mark: A4848R for GIAD.

GIAD Papua New Guinea A4848R

Bags and wrapping material made of plastics. Associated mark: A4847R for GIAD.

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
GLAD Plastic bags, plastic wrapping material. License granted: Union Carbide Philippines, Inc.	Philippines	11,645
GLAD Plastic drinking straws. License granted: Union Carbide Philippines, Inc.	Philippines	20874
GLAD Plastic bags and wrap.	Puerto Rico	17,420
GLAD Plastic drinking straws.	Puerto Rico	17,421
GLAD and GLAD CARTON DESIGN Plastic bags and wrap.	Puerto Rico	22,218
GLAD Plastic bags and plastic wrapping material.	Sierra Leone	10200
GLAD Plastic bags included in Class 16 and films of plastics for wrapping (packaging) purposes. License granted: Union Carbide Singapore Pte. Limited.	Singapore	45,036
GLAD Plastic wrap and plastic bags. Associated mark: B70/5442 for GLAD. License granted: Union Carbide South Africa (Pty.) Ltd., recorded July 14, 1972.	South Africa	B70/5441
GLAD Plastic drinking straws; articles made wholly or predominantly of plastics and containers of all kinds not included in other classes. Associated mark: B70/5441 for GLAD. License granted: Union Carbide South Africa (Pty.) Ltd., recorded July 14, 1972.	South Africa	B70/5442

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

GLAD	Sweden	117,476
Plastic wrapping material and plastic bags. License granted: Union Carbide Deutschland G.m.b.H.		
GLAD	Sweden	119,104
Plastic straws. License granted: Union Carbide Deutschland G.m.b.H.		
GLAD	Sweden	182,994
Aluminum foil. Frying pan covers made of paper filters, coffee filters, and siliconized parchment paper for in-home baking. License granted: Union Carbide Deutschland G.m.b.H.		
GLAD	Taiwan	245,664
Kitchen utensils and tableware not otherwise classified including plastic straws for sucking beverages.		
GLAD	Taiwan	246,566
Packing containers including bags.		
GLAD	Taiwan	290,499
Plastic wrap.		
GLAD FLAG DEVICE	Taiwan	269,335
Packing containers including plastic boxes and plastic bags. Associated mark: 246566 for GLAD.		
GLAD FLAG DEVICE	Taiwan	269,336
Packing containers including plastic boxes and plastic bags. Associated mark: 246566 for GLAD.		
GLAD FLAG DEVICE	Taiwan	290,500
Plastic wrap. Principal trademark Registration No. 290499 for GLAD.		
GLAD FLAG DEVICE	Taiwan	290,501
Plastic wrap. Principal trademark Registration No. 290499 for GLAD.		

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
-----------	---------	--------------

GLAD	Thailand	64596
------	----------	-------

Plastic wrapping material, plastic bags and drinking straws.

GLAD	Trinidad & Tobago	7235
------	-------------------	------

Plastic bags, plastic wrap, and plastic drinking straws.

GLAD	United Arab Emirates	Advertisement
------	----------------------	---------------

Plastic bags, plastic wrap and aluminum foil. Cautionary notice last published on February 14, 1983.

GLAD	United Kingdom	861,688
------	----------------	---------

Bags and wrapping materials, all made of plastics and included in Class 16. Associated marks: Reg. Nos. 853535 for GLADBAGS and 853536 for GLADWRAP. License granted: Union Carbide Deutschland G.m.b.H., recorded December 11, 1975.

GLAD	United Kingdom	861,689
------	----------------	---------

Drinking straws made of plastics. Associated marks: Regn. Nos. 853535 for GLADBAGS and 853536 for GLADWRAP. License granted: Union Carbide Deutschland G.m.b.H., recorded December 11, 1975.

GLAD	United Kingdom	1,168,828
------	----------------	-----------

Aluminum foil. License granted: Union Carbide Deutschland G.m.b.H.

GLAD	United Kingdom	1,168,829
------	----------------	-----------

Paper filters for use as frying pan covers and for coffee; siliconized parchment paper for home baking.

GLAD	Uruguay	202,908
------	---------	---------

Plastic wrap, plastic bags and plastic drinking straws.

GLAD	Venda	870/5441
------	-------	----------

Plastic wrap and plastic bags.

TRADEMARK SCHEDULE

HOME PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

REGISTRATIONS:	TRADEMARK	COUNTRY	REGISTRATION
GLAD	Venda Plastic drinking straws, articles made wholly or predominantly of plastics and containers of all kinds not included in other classes.	Venda	870/5442
GLAD	Plastic bags.	Venezuela	54,876
GLAD	Plastic wrapping materials.	Venezuela	54,877
GLAD	Plastic drinking straws.	Venezuela	54,878
GLAD	Plastic wrap and plastic bags.	Zambia	236/71
GLAD	Plastic straws.	Zambia	524/71
SNAP-LOCK	Bags of plastic for packaging.	Denmark	4377/84
SNAP-LOCK	Plastic bags.	Lebanon	46122
SNAP-LOCK	Plastic bags for packaging.	Norway	120,223
SNAP-LOCK	Plastic bags. Cautionary notice last published March 24, 1984.	United Arab Emirates	Advertisement

BOOK 503 PAGE 275

PART 4

HOME PRODUCTS

OTHER

(Union Carbide Corporation has a  
U.S. subsidiary, Polyfilms, Inc.,  
containing a single United States  
Registration for the trademark  
POLYSAK)

JEC 0441g 3/18/86 Page 1

TRADEMARK SCHEDULE

HOME PRODUCTS

POLYFILMS, INC.

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

POLYSAK

Multipurpose disposal bags made of polyethylene. See file regarding conflict with Poly Pak American Inc.  
United States  
1,192,153

BOOK 503 PAGE 276

BOOK 503 PAGE 277

ADDENDUM TO DISCLOSURE SCHEDULE III

TRADEMARKS

AUTOMOTIVE PRODUCTS

RE: Part 1 - Applications and Registration-United States

Add the following revisions:

RE: Page 11

<u>TRADEMARK</u>	<u>REGISTRATION</u>
Winter Flo Antifreeze compounds.	340,605

Delete the following Trademarks:

RE: Page 1 - State Registrations

<u>TRADEMARK</u>	<u>STATE</u>	<u>REGISTRATION</u>
EVEREADY Anti-freeze.	Texas	14991
EVEREADY PRESTONE LABEL Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal combustion engines.	Massachusetts	11,560
EVEREADY PRESTONE LABEL Liquid compounds for the prevention of freezing and boiling of water in radiators connected with internal combustion engines.	New Jersey	None
PRESTONE Chemicals, medicines, and pharmaceutical preparations.	Texas	13,883
PRESTONE BRAND ANTIFREEZE LABEL Chemicals, medicines, and pharmaceutical preparations.	Texas	13,904

## ADDENDUM TO DISCLOSURE SCHEDULE III

TRADEMARKSAUTOMOTIVE PRODUCTS

Add the following:

RE: Part 2 - Applications & Registrations Canada

<u>Trademark</u>	<u>Application</u>
SUPERPOLY	

Preparations for cleaning and polishing automobile bodies and other surfaces.Oppositions: CanadaWe have requested an extension of time to oppose the SUPERPOLY application of Borden, Inc. in Canada, which Turtle Wax did oppose. We have filed our own Canadian application based on our U.S. application and we have reached an agreement with Borden, Inc. which requires that they withdraw their Canadian application without prejudice in return for our paying the attorneys' fees to date, up to \$1500.00.RE: Part 3 - Applications & Registrations Foreign Countries  
Page 1

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION</u>
PRESTONE	Korea	85-131

Antifreezing solution, cooling solution. Application published. No oppositions filed, awaiting certificate.

BOOK 503 PAGE 280

ADDENDUM TO DISCLOSURE SCHEDULE III

TRADEMARKS

RE: Part 4 - STP Corporation - Applications and Registrations  
Worldwide

Add the following changes to Trademarks - Canada  
Registration  
RE: Page 7

<u>Trademark</u>	<u>Registration</u>
<u>STP IN OVAL</u>	<u>537,515</u>
<u>Filters Registered user: STP Scientifically tested Products of Canada, Ltd. License to Wix Inc.</u>	

Add the following changes to Trademarks - Foreign  
Registration.

RE: Page 9

<u>Trademark</u>	<u>Country</u>	<u>Registration</u>
<u>ZENDEL</u>	<u>Australia</u>	<u>B191,233</u>

Film, sheeting and netting, all made of plastics,  
being for use in manufacture. Licensed to: Union  
Carbide Australia Limited. Registered user: Union  
Carbide Australia Limited. Recorded on September 20,  
1966. This registration in process of being assigned  
to Union Carbide Australia Limited.

RE: Page 11

<u>Trademark</u>	<u>Country</u>	<u>Registration</u>
<u>STP OVAL</u>	<u>Brazil</u>	<u>811699668</u>

Clothing. A request for administrative revision of  
the grant of registration was filed by TPS Teciobs  
Pereira Sobrinho, Ltda. A response has been filed by  
STP Corporation.

## ADDENDUM TO DISCLOSURE SCHEDULE III

TRADEMARKS

RE: Page 20

MASTER MECHANIC      Japan      1820724Lubricant goods; steering fluids, transmission fluid,  
and automotive and household lubricant.

RE: Page 27

STP OVAL      Spain      659,376Goods in Int. Cl. 12 including windshield wipers and  
component parts.

RE: Page 32

STP Oval      Argentina      [1420039]  
Toys      1113930  
Now Registered

RE: Page 33

STP OVAL      Spain      M-63.363Waxes for polishing, cleaning and shining and engine  
degreasers (except those used during manufacturing  
processes).

RE: Page 35

<u>No./Name</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>
STP Corporation vs. Multiple Corporation	70,470	"MTP"	Awaiting settlement papers. <u>Settlement agreement completed.</u>

ADDENDUM TO DISCLOSURE SCHEDULE III

TRADEMARKS

RE: Page 35

Appl. No. 74,432  
in the name of  
SOCIETE ANONYME  
D.B.A.

Singapore

"STOP" &  
Design

Statutory Declaration  
by Societe Anonyme  
D.B.A. due Jan. 30, 1986  
This opposition is being  
withdrawn on the basis  
that the registration will  
not be a problem with  
respect to likelihood of  
confusion.

RE: Page 36

Appl. No. 5042  
Graserias Industriales  
Andinas Amgar C. Ltda.

Ecuador

"STG"

Settlement negotiations  
in Progress. Agreement  
resolving this matter was  
executed and filed with  
the government authority  
in Ecuador. Awaiting  
governmental approval.

ADDENDUM TO DISCLOSURE SCHEDULE III

TRADEMARKS

Home Products

RE: Part 1 - Applications & Registrations United States

Add the following Infringement:

Minigrip, Inc., through their attorneys, the Kane, Dalsimer, Kane, Sullivan and Kurucz firm, wrote to Union Carbide on March 5, 1986 claiming that Union Carbide's use of blue and/or yellow lines adjacent to the tops of its SNAP-LOCK and GLAD-LOCK brand bags (both above and comprising the closures) constitute infringement of Minigrip's registered color line trademarks, namely registration numbers 1,055,114 and 946,120. Union Carbide believes there is no likelihood of confusion in the marketplace and that Union Carbide will not be enjoined from the use of color lines in its currently marketed GLAD-LOCK brand product. Union Carbide is seeking both trade dress and copyright protection for this product.

RE: Part 2 - Applications and Registrations - Canada

Add the following revisions:

RE: Page 3 - Oppositions

Union Carbide Corporation and Union Carbide Canada, Ltd. are considering opposing an application of Canadian Technical Tape Limited to register in Canada "TUFF" for polyethylene garbage bags, based on the descriptiveness and lack of distinctiveness of the mark. Negotiations for settlement of the matter have ensued and an extension of time to oppose has been obtained. No opposition filed. Applicant notified on 4/1/86 that it was our position that anyone is entitled to use the words "Tuff" or "Tough" to describe the qualities of their bag products.

Union Carbide Corporation and Union Carbide Canada, Ltd. are considering opposing an application of Pacific Northern Distributors, Ltd. to register in Canada "TUFF-N-TIDY". An extension of time to oppose has been obtained. We have forwarded to applicant for signature a settlement agreement permitting our use of "Tuff" and "Tough" as descriptive terms for plastic or poly bags.

## ADDENDUM TO DISCLOSURE SCHEDULE III

TRADEMARKSRE: Part 3 - Applications & Registrations Foreign Countries

Add the following changes to Trademarks - Foreign Registration.

RE: Page 1

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION</u>
GLAD (IN CHINESE)	Brunei	
Plastic bags and plastic wrap. <u>Licensed to: Union Carbide Asia Limited.</u>		

RE: Page 2

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION</u>
GLAD (IN CHINESE)	Portugal	230,216
Plastic bags and plastic wrap. <u>Licensed to: Union Carbide Asia Limited in Macao.</u>		

RE: Page 3

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION</u>
GLAD (IN CHINESE)	Taiwan	(74) 23247
Plastic wrap. <u>Licensed to: Union Carbide Asia Limited.</u>		

RE: Page 3

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION</u>
GLAD (IN CHINESE)	Taiwan	(74) 23246
Plastic wrap. Application opposed by Canon Co., Ltd. on basis of registrations for CHIA-NENE in Chinese (identical Chinese characters to GLAD in Chinese). Arguments in response to opposition filed December 20, 1985. <u>Licensed to Union Carbide Asia Limited.</u>		

ADDENDUM TO DISCLOSURE SCHEDULE III

TRADEMARKS

RE: Page 2

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION</u>
GLAD	Brunei	8049

Plastic wrapping material, plastic bags. Licensed to: Union Carbide Asia Limited.

RE: Page 3

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION</u>
GLAD	Hong Kong	1130/1966

Plastic wrap and plastic bags. Licensed to: Union Carbide Asia Limited.

RE: Page 6

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION</u>
GLAD	Philippines	11,645

Plastic bags, plastic wrapping material. License granted: Union Carbide Philippines, Inc. and Union Carbide Asia Limited.

ADDENDUM TO DISCLOSURE SCHEDULE III

TRADEMARKS

BOOK 503 PAGE 286

ADDENDUM TO DISCLOSURE SCHEDULE III

TRADEMARKS

RE: Page 7

TRADEMARK	COUNTRY	REGISTRATION
GLAD	Taiwan	246,566
Packing containers including bags. Licensed to: Union Carbide Asia Limited.		

GLAD	Taiwan	790,499
Plastic wrap. Licensed to: Union Carbide Asia Limited.		

GLAD FLAG DEVICE	Taiwan	269,335
Packing containers including plastic boxes and plastic bags. Associated mark: 246566 for GLAD. Licensed to: Union Carbide Asia Limited.		

TRADEMARK	COUNTRY	REGISTRATION
GLAD FLAG DEVICE	Taiwan	269,336
Packing containers including plastic boxes and plastic bags. Associated mark: 246566 for GLAD. Licensed to: Union Carbide Asia Limited.		

GLAD FLAG DEVICE	Taiwan	290,500
Plastic wrap. Principal trademark Registration No. 290499 for GLAD. Licensed to: Union Carbide Asia Limited.		

GLAD FLAG DEVICE	Taiwan	290,501
Plastic wrap. Principal trademark Registration No. 290499 for GLAD. Licensed to: Union Carbide Asia Limited.		

ADDENDUM TO DISCLOSURE SCHEDULE III

BOOK 503 PAGE 287

TRADEMARKS

RE: Page 8

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION</u>
GLAD	Thailand	64596

Plastic wrapping material, plastic bags and drinking straws. Licensed to: Union Carbide Asia Limited.

Mailed to Secured Party

To be recorded	Not subject to recordation tax
(1) in the Land Records of Anne Arundel County;	Principal amount is
(2) in the Financing Statement Records of Anne Arundel County;	\$1,200,000.00
(3) with the State Department of Assessments and Taxation	

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtor:	Mailing Address of Debtor:
JD ENTERPRISES, a general partnership organized and existing under the law of Maryland	c/o John F. Pilli & Sons, Inc. P. O. Box 88, Millersville, Maryland 21108

2. Secured Party:	Address of Secured Party:
STERLING SAVINGS ASSOCIATION, a savings and loan association organized and existing under the law of Maryland,	106 Old Court Road Pikesville, Maryland 21208

16.00  
50  
101 715-37  
SEP 29 86

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. 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, 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.

1600  
JD

RECEIVED FOR RECORD  
TAXES & FEES DIVISION



1986 SEP 29 PM 4:15

AUBREY COLLISON  
CLERK

3.2. 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.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Gregory L. Reed and Deborah W. Steele, Trustees for Sterling Savings Association, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Savings Association.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement 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 \$1,200,000.00. 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 (1983 edition, as amended).

Debtor:

JD ENTERPRISES, a general partnership organized and existing under the law of Maryland

WITNESS:

Pamela C. Mehl  
Pamela C. Mehl

by: John F. Pilli, Jr. (SEAL)  
John F. Pilli, Jr.,  
general partner

Pamela C. Mehl  
Pamela C. Mehl

by: John F. Pilli, Sr. (SEAL)  
John F. Pilli, Sr.,  
general partner

Pamela C. Mehl  
Pamela C. Mehl

by: Guy D. Pilli (SEAL)  
Guy D. Pilli,  
general partner

FINANCING STATEMENT

by

JD ENTERPRISES, Debtor

and

STERLING SAVINGS ASSOCIATION, Secured Party

EXHIBIT A

Description of land

All that Property, situate and lying in Anne Arundel County, Maryland, described as:

BEGINNING for the same at the end of the third line of the land described in a Deed from Eugene P. Childs, Nannie Hardesty and Georgeanna Gillis to Laura M. Wilson, dated March 31, 1914 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G. W. 100, folio 414, and running thence along the shoreline of Beards Creek, the following seven courses and distances:

South 24° 20' East 116.8 feet; South 56° East 198.0 feet; South 44° 21' East 115.5 feet; South 31° 31' East 130.1 feet; South 22° 4' East 223.9 feet; South 70° 8' West 163.1 feet; South 45° 54' West 183.3 feet; thence leaving said shoreline and running the three following courses and distances:

North 51° 8' West 467 feet; North 53° 46' West 200.3 feet; North 36° 23' West 189.3 feet; to a stake between two Sycamore Trees; thence along the line of the land referred to, conveyed by the said Laura M. Wilson and binding in part the eighth line of the tract herein first described in the following two courses and distances:

North 43° 15' East 197.1 feet; North 74° 16' East 354.1 feet to the place of beginning, containing 8.7 acres of land, more or less.

Mailed to Secured Party

263987

BOOK 503 PAGE 291

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal Amount is \$.....

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

<u>Name of Debtor</u>	<u>Address</u>	RECORDING FEE	FILING FEE
K. D. Gross & Son Ent. Inc. guaranteed by Kendall D.. Gross and Rosalie E. Gross	1478 Gross Circle Shady Side, Maryland 20764	13.00	.50

RECEIVED 101 107:30  
SEPT 30 86

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: P.O. Box 1344  
Baltimore, Maryland 21203

Attach separate list if necessary

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

1976 International Dump Truck Serial # D3117FGB17641

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 } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

CR  
CLERK  
1986 SEP 30 AM 9:49  
E. AUBREY COLLISON  
CLERK

Debtor (or Assignor)

Kendall D. Gross  
Kendall D. Gross

-----  
Kendall D. Gross

Rosalie E. Gross  
Rosalie E. Gross

FNB 0850

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY Nancy T. Skillman  
Nancy T. Skillman

Mailed to Secured Party

Type or print names under signatures

1250

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).

RECORDED FEE 12.00  
 MARYLAND CITY AND COUNTY  
 AUG 27 1986

**DEBTOR**  
Clinton J. Tull, III  
 \_\_\_\_\_  
Donna H. Tull  
 \_\_\_\_\_  
 (Name)  
1277 Green Holly Drive  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401  
 \_\_\_\_\_

**SECURED PARTY (OR ASSIGNEE)**  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Susan E. Haley  
 \_\_\_\_\_  
 (Name of Loan Officer)  
18 West Street  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401  
 \_\_\_\_\_

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

1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created 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 (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to 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 (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts Inventory, shall herein be called "Assets", (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to 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: \_\_\_\_\_

RECORDED FEE 12.00  
 MARYLAND CITY AND COUNTY  
 SEP 30 1986

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)**  
 \_\_\_\_\_ (Seal)  
Clinton J. Tull, III  
 \_\_\_\_\_ (Seal)  
 (Signature)  
 (Print or Type Name)

**DEBTOR (OR ASSIGNOR)**  
 \_\_\_\_\_ (Seal)  
Donna H. Tull  
 \_\_\_\_\_ (Seal)  
 (Signature)  
 (Print or Type Name)



Mailed to Secured Party  
 RECEIVED FOR RECORD  
 CLERK, A.A. COUNTY  
 1986 SEP 30 AM 9:49  
 E. AUBREY COLLISON  
 CLERK

FINANCING STATEMENT FORM UC 71

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ \_\_\_\_\_

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

This financing statement Dated 5/21/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LOGAN, John W. & Elizabeth Lee

Address 504 Sara Drive, Annapolis, MD 21401

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 36' Chris Craft 362 Catalina fiberglass hull #UNFCF1281586
- 1986 Twin 260 HP Mercruiser gas engines #Pt.493227 & Stb.493056

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)

John W. Logan

(Signature of Debtor)

John W. Logan

Type or Print Above Name on Above Line

Elizabeth Lee Logan

(Signature of Debtor)

Elizabeth Lee Logan

Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line



1986 SEP 30 AM 9:49

1986 SEP 30 AM 9:49

CLERK

1750

Mailed to Secured Party

Anne Andrews  
9/4/86

NOT USED

503 - 294

295

Sept. 30, 1986

NOT USED

503 - 294

295

Sept. 30, 1986

FINANCING STATEMENT FORM UC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording 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 DUNBAR, Lawrence A.  
Address 207 S. Cheyney Rd. Glen Mills, PA 19342

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)

1973 Matthews Trawler 46' Fiberglass Hull #43-1351072  
1973 GM Diesel Twin 280 HP Engines #P-6A278061 & S-6A279034

Home Anchorage/Winter: Annapolis, MD

Assignee:

Society For Savings  
1290 Silas Deane Highway  
Wethersfield, CT. 06109

RECORD FEE 11.00  
POSTAGE .50  
RECEIVED 0771 107436  
SEPT 30 1986

CHECK  THE LINES WHICH APPLY

6.  (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)  
Lawrence A. Dunbar

\_\_\_\_\_  
Type or Print Above Name on Above Line  
*Lawrence A. Dunbar*  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*Sally G. Freeman* AGENT  
(Signature of Secured Party)

First Commercial Corporation  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

RECEIVED  
CR  
1986 SEP 30 AM 9:49  
E. AUBREY COLLISON  
CLERK

11.50

Mailed to Secured Party

Anne  
Arundel  
9/4/86

263991

FINANCING STATEMENT FORM UC 2-1  
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_  
SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 8/25/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MAHONEY, John D. & Elizabeth  
Address 909 Chanticleer Dr., Cherry Hill, NJ 08003

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.

RECORD FEE 12.00  
POSTAGE .30  
HITZBA CITY 101 107:36  
SEPT 30 86

3. Maturity date of obligation (if any) \_\_\_\_\_

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

1986 37' Passport Yachts fiberglass hull #PKY370060386  
1986 30 hp Nanni diesel engine

ASSIGNEE:

Home anchorage/winter: Annapolis, MD

SOCIETY FOR SAVINGS  
1290 Silas Deane Highway  
Withersfield, CT 16109

CHECK  THE LINES WHICH APPLY

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

1258  (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]  
(Signature of Debtor)

John D. Mahoney  
Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Elizabeth Mahoney  
Type or Print Above Signature on Above Line

~~Name of Secured Party~~

[Signature]  
(Signature of Secured Party)

First Commercial Corporation  
Type or Print Above Signature on Above Line

1986 SEP 30 AM 9:49  
E. AUBREY COLLISON  
CLERK

Mailed to Assignee

Anne Arwede/  
9/4/86

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) Taylor, George E. & Judith C. 482 Orchard Circle Millersville, MD 21108	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Highway Wethersfield, CT 06109	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	--	---

4. This statement refers to original Financing Statement bearing File No. 479-287  
Filed with Anne Arundel Date Filed 11-13 1984

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.

RECORD FEE 10.00  
POSTAGE  
RECORDS SECTION NOV 14 1984

CR  
CLERK

1988 SEP 30 AM 9:49  
LUBREY COLLISON  
CLERK

No. of additional Sheets presented: \_\_\_\_\_  
\_\_\_\_\_  
Society For Savings  
By: [Signature] Signature(s) of Secured Party(ies)

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
200 (1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

263996

FINANCING STATEMENT FORM UC 71

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 recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

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

This financing statement Dated 5/30/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Juliani, Leonard A. & Marcella E.  
Address 6168 Newtown Ave. Philadelphia, Pa. 19111

2. SECURED PARTY

Name 1st. Commercial Corporation  
Address 303 2nd. 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) \_\_\_\_\_

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

1986 36' Gibson Fiberglass Hull #GBN36360F686  
1986 Twin 220 Gas Crusader Engines #61075 #60851  
Home Anchorage (Winter, Summer) Deale, Md.

Assignee: Society For Savings  
1290 Silas Deane Highway  
Withersfield, Ct. 06109

RECORDS FEE 12.00  
POSTAGE .50  
RECORDS OFFICE BAL 107.39  
SEP 30 86

CHECK THE LINES WHICH APPLY

- (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 utilized or to be utilized to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1250

Leonard A. Juliani  
(Signature of Debtor)  
Leonard A. Juliani

Type or Print Above Name on Above Line

Marcella E. Juliani  
(Signature of Debtor)

Marcella E. Juliani

Type or Print Above Signature on Above Line

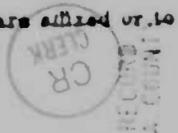
Mailed to Assignee

[Signature]  
(Signature of Secured Party)

1st. Commercial Corp.

Type or Print Above Signature on Above Line

Mailed to Secured Party



1986 SEP 30 AM 9:49

E. AUBREY COLLISON  
CLERK

Anne Arnold  
9/10/86

263997

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 recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

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

This financing statement Dated 8/22/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Murphy, Jr. Francis R. & Murphy, Martha R.

Address 3370 Suddersville Sq. Laurel, Md. 20707

2. SECURED PARTY

Name First Commercial Corp.

Address 303 2nd. St. Annapolis, Md. 21403

RECORD FEE 12.00  
POSTAGE 1.50  
22158 0277 801 107:39  
SEPT 30 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)

1976 Egg Harbor 30' Fiberglass Hull #EGG30301M76A MODEL #FBSF  
Engines 1976 Twin 225 H.P. Chrysler Gas  
Home Anchorage; Deale, Md.

Assignee: Society for Savings  
1290 Silas Deane Highway  
Wethersfield, Ct. 06109

CHECK THE LINES WHICH APPLY

6.  (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)

*Francis L. Murphy, Jr.*  
(Signature of Debtor)

Francis L. Murphy, Jr.  
Type or Print Above Name on Above Line

*Martha R. Murphy*  
(Signature of Debtor)

Martha R. Murphy  
Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

First Commercial Corp.  
Type or Print Above Signature on Above Line

CLERK

1986 SEP 30 AM 9:49

1986 SEP 30 AM 9:49

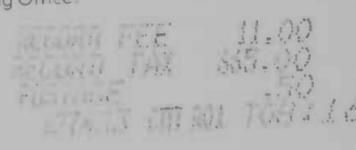
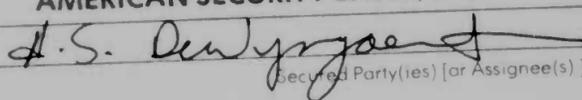
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

Anne Arundel  
9/1/86

125

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): CG Enterprises, Inc. 8111 Annapolis Junction Jessup, Maryland 20794	2. Secured Party(ies) Name(s) And Address(es):  AMERICAN SECURITY BANK, N.A. 15th & PENNSYLVANIA AVE. N.W. WASHINGTON, D. C. 20013	3. Bank Note No.  4. For Filing Officer: Date, Time, File No., Filing Office: 
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)  1 IBM System 36 Computer Model #C2K Serial # 39079  #2626245 + (Cashier's Checks #1621682 totaling \$665.00 enclosed for pymt. of recordation tax) \$95,000.00 is subject to recordation tax		5. Assignee(s) of Secured Party, Address(es):  6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.
<input checked="" type="checkbox"/> Proceeds <input type="checkbox"/> Products of the collateral are also covered.		8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.] CG Enterprises, Inc. By <input checked="" type="checkbox"/> A. C. Cox, Jr. Debtor(s) [or Assignor(s)] By  Secured Party(ies) [or Assignee(s)]

**FINANCING STATEMENT**

UCC-1

FORM #B 43

11-66550



Mailed to Secured Party

RECEIVED FOR RECORD  
CLERK  
1986 SEP 30 AM 9:52  
E. AUBREY COLLISON  
CLERK

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.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Kitchen Technologies, INC. 8009 Jumpers Hole Road Pasadena, MD 21122</p>	<p>2. SECURED PARTY</p> <p>The Zamoiski Co. 1101 DeSoto Road Baltimore, Maryland 21223</p>
--	--

11:00  
-30  
27419 DTI MI T08121  
EPT 30 86

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.)

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.

DEBTOR:

SECURED PARTY:

KITCHEN TECHNOLOGIES, INC.  
(Type Name)

By: [Signature] (SEAL) By: [Signature]

By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ 19 \_\_\_\_\_  
(Date Signed by Debtor) 8/27/86

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

1150



RECEIVED FOR RECORD  
CLERK OF DISTRICT COURT

1986 SEP 30 AM 9:54

E. AUBREY COLLISON  
CLERK

**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 foregoing 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 or 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 503 PAGE 304

264000

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

<p>1. Debtor(s) (Last Name First) and address(es)          Annapolis Automobile Imports          Inc. t/a Annapolis Acura          1701 West Street          Annapolis, MD 21401</p>	<p>2. Secured Party(ies) and address(es)          First American Bank, NA          740 15th Street, NW          Washington, DC 20005</p>	<p>3. Maturity date (if any):          For Filing Officer (Date, Time, Number,          and Filing Office)            RECORD FEE 14.00          FILING FEE .50          21443 CITY BAL TAB:21          SEPT 30 86</p>
<p>4. This financing statement covers the following types (or items) of property:            AS PER ATTACHED SECURITY AGREEMENT            NOT SUBJECT TO RECORDATION TAX</p>		<p>5. Assignee(s) of Secured Party and          Address(es)</p>

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

ANNAPOLIS AUTOMOBILE IMPORTS, INC.  
 T/A ANNAPOLIS ACURA

FIRST AMERICAN BANK, NA

By: *[Signature]*  
 Lewis B. Cohn, Owner

By: *[Signature]*  
 Lee E. Manfred, Asst. Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

*M/2*



RECORDED FOR RECORD  
 ANNE ARUNDEL COUNTY  
 1986 SEP 30 AM 9:54  
 E. AUDREY COLLISON  
 CLERK



BOOK 503 PAGE 305

SECURITY AGREEMENT

Annapolis Automobile Imports, Inc.

t/a Annapolis Acura

("Debtor") hereby grants to First American Bank, N.A.,

Washington, D.C. ("Bank"), a security interest in all new Acura automobiles,

all used automobiles, all accounts, other receivables, instruments or chattel paper

& the proceeds thereof together with all parts, fittings, accessories, equipment, special tools,

renewals and replacements of all or any part thereof, (all hereinafter called "Collateral"), to

secure (i) payment of a note dated August 14, 1986, executed and delivered by

Debtor to bank, in the sum of \$ 1,000,000.00, payable as to principal and

interest as therein provided; and (ii) performance by Debtor of the agreements and

undertakings hereinafter set forth.

Debtor Warrants: (a) Debtor is the owner of the Collateral clear of all liens and security interests except the security interest granted hereby; (b) Debtor has the right to make this agreement; (c) the Collateral is used or bought for use primarily for business purposes; (d) the Collateral is being acquired by Debtor with the proceeds of the note identified above; (e) the Collateral will not be attached or affixed to real estate in such manner that it will become a fixture.

Debtor agrees that it:

1. Will pay the Bank all amounts payable on the note mentioned above and all other notes held by Bank as when the same shall be due and payable, whether at maturity, by acceleration or otherwise, and will perform all terms of said notes and this or any other security or loan agreement between Debtor and Bank, and will discharge all said liabilities.
2. Will defend the Collateral against the the claims and demands of all persons.
3. Will insure the Collateral against all hazards required by Bank in form and amount satisfactory to Bank. If Debtor fails to obtain insurance, Bank shall have the right to obtain it at Debtor's expense. Debtor assigns to Bank all rights to receive proceeds of insurance not exceeding the unpaid balance under the note, directs any insurer to pay all proceeds directly to Bank, and authorizes Bank to endorse any draft for the proceeds.
4. Will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Bank and its agents to inspect the Collateral at any time.
5. Will pay as part of the debt hereby secured all amounts, including attorneys' fees, with interest thereon, paid by Bank (a) for taxes, levies, insurance, repairs to, or maintenance of the Collateral, and (b) in taking possession of, disposing of or preserving the Collateral after any default hereinafter described.
6. Will immediately advise Bank in writing of any change in any of Debtor's places of business, or the opening of any new place of business.
7. Will not (a) permit any liens or security interests (other than Bank's security interest) to attach to any of the Collateral; (b) permit any of the Collateral to be levied upon under any

legal process; (c) dispose of any of the Collateral without the prior written consent of Bank; (d) permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this agreement; or (e) permit the Collateral to become an accession to other goods.

8. Bank is hereby appointed Debtor's attorney-in-fact to do all acts and things which Bank may deem necessary to perfect and continue perfected the security interest created by this security agreement and to protect the Collateral.

Until default Debtor may retain possession of the Collateral and use it in any lawful manner not inconsistent with the agreements herein, or with the terms and conditions of any policy of insurance thereon.

Upon default by Debtor in the performance of any covenant or agreement herein, if any warranty should prove untrue, Bank shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law and all rights provided herein, in the note mentioned above, or in any other applicable security or loan agreement, all of which rights and remedies shall, to the full extent permitted by law, be cumulative. Bank may require Debtor to assemble the Collateral and make it available to Bank at a place to be designated by Bank which is reasonably convenient to Bank and Debtor. Any notice of sale, disposition or other intended action by Bank sent to Debtor at the address specified above, or such other address of Debtor as may from time to time be shown on Bank's records, at least five days prior to such action, shall constitute reasonable notice to Debtor. The waiver of any default hereunder shall not be a waiver of any subsequent default.

All rights of Bank hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind its successors and assigns.

This agreement is executed on 9/2/85.

ATTEST:

By: [Signature] By: \_\_\_\_\_

BOOK 503 PAGE 306

~~261011~~

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261303

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON April 15, 1986 (DATE)

1. DEBTOR

Name ELITE YACHTS DE FRANCE, INC.  
Address 410 Severn Avenue, Suite 206, ANNAPOLIS, MD 21403

2. SECURED PARTY

Name SOCIETE GENERALE INTERNATIONAL, INC.  
Address 1100 Louisiana, Suite 1960, HOUSTON, TX 77002.

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.)

Book 496 page 658

JEANNEAU SUNSHINE #23430 FE "YACHTING LOCATION II"

Mailed to Secured Party

CR-1  
CLERK

1986 SEP 30 AM 9:54

E AUBREY COLLISON  
CLERK

Dated

9/11/86

(Signature of Secured Party)

Jacques Lidome - Regional Manager  
Type or Print Above Name on Above Line

FINANCING STATEMENT

Not subject to recordation tax

20,000.00 IS TAXABLE RABT

1. Name of Debtor(s): COLONY 7, INC  
Address: P.O. Box 77  
ANNAPOLIS JUNCTION, MARYLAND 20701

2. Name of Secured Party: The ANNAPOLIS BANK AND TRUST COMPANY  
Address: P.O. Box 311  
ANNAPOLIS, MARYLAND 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

RECORDATION FEE 11.00  
RECORDATION TAX 140.00

4. This Financing Statement covers the following types (or items) of property: 1 A.C.C. DIAGNOSTIC COMPUTER  
W/4 GAS MODEL NUMBER 4095, SERIAL NO. 05F813 ; 1 GMC-3 FORD CEC,  
MLU, MODEL 43-213, SERIAL NUMBER 04F1132 ; 1 Chrysler MODULE, MODEL NO. 1  
43-213 SERIAL NUMBER 05F813

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:

REC'D  
CR  
1986 SEP 30 AM 11:56  
E. AUBREY COLLISON  
CLERK

Debtor(s):

Secured Party:

COLONY 7, INCORPORATED

The ANNAPOLIS BANK AND TRUST CO.  
(Type Name of Dealership)

JCR [Signature]  
PRESIDENT  
VICE PRESIDENT

By: John Paul Koehler  
(Authorized Signature)

[Signature]  
CLIFF R. ROOP, VICE PRESIDENT

John Paul Koehler, ASSISTANT 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.)

Mailed to Secured Party

11  
140  
2

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)  
**MACERICH REAL ESTATE COMPANY**  
233 Wilshire Boulevard  
Santa Monica, CA 90401

2. Secured Party(ies) and address(es)  
**PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY**  
Fountain Square  
Chattanooga, TN 37402  
Attn: Mortgage Loan Dept.

3. Maturity date (if any):

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

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

All personal property located in and used or usable in connection with real property described herein including building systems and equipment, machinery, appliances, fittings, furniture, furnishings, and fixtures and all replacement thereof and additions thereto, all inventory and trade fixtures purchased or used by Debtor in connection with the operation of the premises, all condemnation awards and rights under insurance policies and leases pertaining to said property or its improvements.

See Exhibit "A" Attached Hereto.

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

N/A

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: **Clerk of the Circuit Court of Anne Arundel County, Maryland**

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 7

**MACERICH REAL ESTATE COMPANY**

**PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY**

By: *Manuel Segal*  
Signature(s) of Debtor(s) Manuel Segal

Gen. Partner  
Title

By: *Paul E. Party* attorney  
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

1900  
10

E. AUDREY COLLISON  
CLERK

1986 SEP 30 PM 12:47

RECORDS & CLERK



RECORD FEE 14.00  
POSTAGE .50  
227579 1055 R01 T12:09  
SEPT 30 86

## EXHIBIT "A"

LEGAL DESCRIPTION

ALL that certain land situate, lying and being in the Second Election District, County of Anne Arundel and State of Maryland, more particularly described as follows, to wit:

BEGINNING for the same at the intersection formed by the South side of Forest Drive, 80 feet wide, with the South 8 degree, 31 minute, 00 second West 550.88 foot line of the conveyance from South River Theatre Corporation to Macerich Real Estate Company, by Deed dated April 22, 1968 and recorded among the Land Records of Anne Arundel County in Liber MSH 2163 folio 133; thence from the place of beginning so fixed, leaving Forest Drive, and running with part of said line, as now surveyed, with meridian referred to Annapolis Grid North, South 00 degrees, 32 minutes, 20 seconds West 505.50 feet to a pipe found at the end of said line; thence continuing with the outlines of the above mentioned conveyance, as now surveyed, South 58 degrees, 25 minutes, 20 seconds East 47.28 feet to a pipe found, thence South 22 degrees 35 minutes, 40 seconds West 107.93 feet to a pipe set; thence South 45 degrees, 35 minutes, 40 seconds West 97.96 feet to a pipe found; thence South 56 degrees, 27 minutes, 00 seconds West 209.67 feet to a pipe found; thence South 36 degrees, 14 minutes, 30 seconds West 103.25 feet; thence leaving the outlines and running across the above mentioned conveyance, North 63 degrees, 06 minutes, 40 seconds West 587.38 feet to intersect the North 17 degree, 17 minute, 00 second East 1147.36 foot lines of said conveyance; thence running with part of said line as now surveyed and corrected, North 09 degrees, 19 minutes, 20 seconds East 1007.20 feet to a pipe found on the South side of Forest Drive, above mentioned; thence running with the South side of Forest Drive, South 50 degrees, 08 minutes, 10 seconds East 65.99 feet, thence leaving said Forest Drive and running to exclude a 0.49290 acre parcel from the above mentioned conveyance, South 39 degrees, 41 minutes, 50 seconds West 33.29 feet; thence South 09 degrees, 19 minutes, 20 seconds West 127.75 feet; thence South 80 degrees, 40 minutes, 40 seconds East 149.02 feet; thence North 26 degrees, 50 minutes, 45 seconds East 104.90 feet to intersect the South side of Forest Drive, thence running with the South side of Forest Drive, South 63 degrees, 09 minutes, 15 seconds East 429.55 feet to the intersection formed by the South side of Forest Drive with the North 26 degrees, 14 minute, 30 seconds East 142.35 foot line of the 1.01 acre parcel excepted from the above mentioned conveyance to Macerich Real Estate Company; thence leaving Forest Drive and Running with part of said 142.35 foot line, reversely, with meridian corrected as aforesaid, South 26 degrees 22 minutes, 20 seconds West 124.07 feet to a point in the East curb line of a curb island; thence continuing with the outlines of the above mentioned 1.01 acre exception, reversely, and with the East side of said curb island along a curve to the right having a chord of South 12 degrees, 16 minutes, 50 seconds West 10.03 feet; thence continuing with the East curb line of said curb island, and the projection thereof Southwesterly, still with the outlines of said 1.01 acre parcel, South 26 degrees, 47 minutes, 30 seconds West 202.03 feet; thence South 63 degrees, 05 minutes, 20 seconds East 149.59 feet; thence North 70 degrees, 56 minutes, 40 seconds East, 64.21 feet; thence North 00 degrees, 14 minutes, 50 seconds West 225.00 feet; thence North 01 degree, 01 minute, 50 seconds East 93.88 feet to a point of curve; thence along a curve to the left having a radius of 41.38 feet, a chord of North 03 degrees, 00 minutes, 20 seconds West 5.82 feet, for

an arc length of 5.82 feet to intersect the South side of Forest Drive; thence leaving the 1.01 acre exception and running with South side of Forest Drive, South 63 degrees, 09 minutes, 15 seconds East 44.68 feet to the place of beginning. Containing 15.25 acres, more or less, as described by J.R. McCrone, Jr., Inc., Registered Land Surveyors, in May, 1969 and from a survey made in November, 1967 and May, 1969.

**TOGETHER WITH** the right to the use thereof in common with others of the following easement to contain sewage pumping station, together with the rights of ingress and egress from and to the premises hereby conveyed to and from said pumping station over land owned by the first party (Macerich Real Estate Company) adjacent to and contiguous with the premises above described;

**FROM** the point formed by the intersection of the Southerly right of way line of Forest Drive with the Easterly right of way line of Riva Road, the following courses and distance; along the Southerly right of way line of Forest Drive, South 50 degrees, 08 minutes, 10 seconds East a distance of 624.62 feet to a point; thence South 9 degrees, 19 minutes, 20 seconds West a distance of 1073.59 feet; thence South 80 degrees, 40 minutes, 40 seconds East a distance of 45.00 feet to the point of beginning; thence South 80 degrees, 40 minutes, 40 seconds, East a distance of 40.00 feet; thence North 9 degrees, 19 minutes, 20 seconds East a distance of 30.00 feet; thence North 80 degrees, 40 minutes, 40 seconds West a distance of 40.00 feet; thence South 9 degrees, 19 minutes, 20 seconds West a distance of 30.00 feet to the point of beginning. Containing 0.028 acres, more or less, as shown on Drawing entitled, "Easement Plan, Proposed Shopping Center, Forest Drive, Anne Arundel County, Maryland", and revised April 14, 1969.

**TOGETHER** with the rights and subject to the burdens of a certain agreement dated April 22, 1968 by and between Macerich Real Estate Company and South River Theatre Corporation, recorded among the Land Records of Anne Arundel County in Liber MSH 2163, folio 136, as amended by instrument dated October 14, 1969 by and between Provident Life and Accident Insurance Company, Macerich Real Estate Company, South River Theatre Corporation and Am-Cal Construction Corp., recorded among the Land Records of Anne Arundel County in Liber MSH 2310, folio 73.

Mail to Robert Rossberg

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying Filing No. \_\_\_\_\_

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

If transaction or transactions wholly or partially subject to records-  
due tax indicate amount of taxable debt here. \$ 64,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$448.00.  
This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Foster, William C. T/A B & D Leasing

Address 108 Holsum Way Glen Burnie, MD 21061

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

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 18.00  
RECORD TAX 48.00  
POSTAGE .50  
TOTAL 66.50  
SEP 30 1986

E. AUBREY COLLISON  
CLERK

1986 SEP 30 PM 4:28



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)

William C. Foster T/A B & D Leasing

William C. Foster  
(Signature of Debtor)

William C. Foster  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Larry F. Kimmel Assit V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

B-  
448-50

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 10th day of September, 1986 by and between

William C. Foster T/A B & D Leasing, having his principal place of business at  
108 Holsum Way Glen Burnie, MD 21061

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 Obligations, time being of the essence 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 appraisal, 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



This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated September 10, 1986 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Mack Tractor	1978	F786ST	F786ST12432
One (1)	Mack Tractor	1979	WS712LST	WS712LST43367
One (1)	Mack Tractor	1979	F786ST	F786ST14889
One (1)	Fruehauf Trailer	1977	FBZ9-F2-40	HPY589092
One (1)	Fruehauf Trailer	1977	FBZ9-F2-40	HPY589351
One (1)	Fruehauf Trailer	1979	FB9-F2-48	HPV666725
One (1)	Budd Trailer	1980	NSZS450A60	192654M
One (1)	Budd Trailer	1980	NSZS450A60	192825M

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

Purchaser, Mortgagor or Lessee:

William C. Foster T/A B & D Leasing

By: *William C. Foster*

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 503 PAGE 315

Identifying File No. \_\_\_\_\_

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

264004

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 Gilbert Foods, Inc. t/a Hearn-Kirkwood, Inc.

Address 7251 Standard Drive, Hanover, MD 21076

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) \_\_\_\_\_

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

One (1) new IBM System 36 including but not limited to the following equipment: one (1) model B24 System 36; one (1) model SSI System support; one (1) model UTI Utilities; one (1) model RG1 RPGII; one (1) model CBI Cobol Compiler; one (1) model QUI Query; and one (1) model 6706-24 Decision Data 600LPM Printer together with all attachments, accessories and additions now or hereafter attached thereto and made a part thereof.

Name and address of Assignee

Recordation Tax paid to the state of Maryland

CHECK  THE LINES WHICH APPLY

(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)

Gilbert Foods, Inc. t/a Hearn-Kirkwood, Inc.

*David W. Zarnis*  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Credit Corporation

*Larry Bond*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BL CLERK

RECEIVED FOR RECORDATION

1986 SEP 30 PM 4:28

E. AUBREY COLLISON  
CLERK

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 HBE LEASING CORPORATION  
Address 11330 OLIVE STREET ROAD, ST. LOUIS, MO 63141

2. SECURED PARTY

Name HELLER FINANCIAL, INC.  
Address 105 WEST ADAMS STREET, CHICAGO, IL 60603 GP#AA

AS ABOVE

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)

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

RECORD FEE 17.00  
STATE 50  
127154 1177 501 11:22  
SEPT 30 86

FILED WITH: CLERK OF CIRCUIT COURT OF ANNE ARUNDEL, MD.

CHECK  THE LINES WHICH APPLY

- 6.  (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)

BL  
CLERK  
1986 SEP 30 PM 4:28  
E. AUDREY COLLISON  
CLERK

Joseph B. Weber  
(Signature of Debtor) JOSEPH B. WEBER  
HBE LEASING CORPORATION  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)  
HELLER FINANCIAL, INC.  
Type or Print Above Signature on Above Line

17 50

EXHIBIT A  
to  
UCC-1 FINANCING STATEMENT

Debtor:

HBE Leasing Corporation  
11330 Olive Street Road  
St. Louis, Missouri 63141

Secured Party:

Heller Financial, Inc.  
105 West Adams Street  
Chicago, Illinois 60603

The attached Financing Statement covers all right, title and interest of Debtor in and to:

All Subject Contracts (as defined below; and all capitalized terms used in this paragraph shall have the definitions provided below) and other chattel paper and instruments evidencing any obligation to Debtor for payment arising from the sale or lease of, or secured by Subject Equipment, and all guaranties and other security for payment or performance thereunder; all Subject Payments; all Subject Equipment; all other property of Debtor, the possession of which may at any time be delivered to or for the account of the Secured Party as security; all books and records relating to any of the foregoing; and all products and proceeds (including, without limitation, insurance proceeds) of any of the foregoing.

"Subject Contract" shall mean any (a) lease of any Subject Equipment, (b) conditional sale agreement or similar arrangement providing for the sale of any Subject Equipment and for the retention by the vendor of a security interest in such Subject Equipment to secure the payment of amounts payable by the purchaser thereunder, or (c) note (and any related loan or other agreement) evidencing a loan to finance any acquisition (including an acquisition theretofore made) of any Subject Equipment and secured by a security interest in such Subject Equipment, in which in each case Debtor is the lessor, vendor or lender thereunder (and Debtor is deemed to be the lessor under any lease, the vendor under any conditional sale contract or similar arrangement and the lender under any loan, with respect to which Debtor shall have acquired the full interest of the original lessor, vendor or lender thereunder), as described in Schedule I attached hereto (as such Schedule is from time to time amended or supplemented), and all subsequent contracts entered into covering any of the Subject Equipment.

"Subject Equipment" shall mean at any time any item of personal property, of whatever character, nature or description, not intended for use primarily for personal, family or household purposes or as manufacturing inventory, now or hereafter owned by the Debtor or in which the Debtor now has or may hereafter have, any right, title or interest, described on Schedule I attached hereto (as such Schedule is from time to time amended or supplemented) or otherwise is or shall have been subject to a Subject Contract.

"Subject Payments" shall mean all amounts payable to Debtor under any Subject Contract (including, in the case of any lease, all amounts payable as rental or pursuant to any purchase, renewal, termination or other obligation or option, in the case of any conditional sale agreement or similar arrangement, all amounts payable as purchase price or pursuant to any other obligation or option, and in the case of any promissory note evidencing a loan, all amounts payable as principal or interest), and all other sums due and to become due Debtor pursuant to any sale, lease or other disposition of, or payment of which is secured by, any item or items of Subject Equipment or interest therein.

BOOK 503 PAGE 319

LEASE #11502.11  
WTC AIR GREIGHT  
23740 HAWTHORNE BLVD.  
TORRANCE, CA 90505

TWO SPEAKERS, ONE PAGE HORN KSU, TWO (8) CIRCUIT STATIONS, THREE (3) CIRCUIT C.O.  
LINE CARD BUTTONS, TWELVE TOSHIBA STRATA ELECTRONIC SPEAKER PHONES AND ONE  
CONSOLE

LOCATED AT 2600 CABOVER DRIVE, SUITE D & E, HANOVER, MD 21706

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement

Date of Filing \_\_\_\_\_ Record Reference \_\_\_\_\_  
Maturity date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Ridgley, Ottawa C.	1033	Marlboro Road,	Lothian, Md.	20711
Ridgley, Ruth B.	1033	Marlboro Road,	Lothian, Md.	20711

Name of Secured Party or assignee	No.	Street	City	State

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER  
Filed: 1/13/86  
Book: 4006  
Page: 523  
X ref in financing

Stacy, Bookstock & Co.  
Rockville Credit Central # 8303  
5522 Randolph Road  
Rockville, MD 20852

RETURN TO:

Stacy, Bookstock & Co.  
Rockville Credit Central # 8303  
5522 Randolph Road  
Rockville, MD 20852

RECEIVED  
17.00  
11.30  
11.30  
SEP 30 86

Debtor(s) or assignor(s)

Ottawa C. Ridgley

L. Janashek, Credit Sales Mgr.

(Corporate, Trade or Firm Name)

Ruth B. Ridgley

*L. Janashek*  
Signature of Secured Party or Assignee

(Type or print name under signature)

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

1350



RECEIVED FOR RECORD  
1986 SEP 30 PM 4:29  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

264006

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

Maturity Date (Optional)

1. Debtor(s) (Last Name First) and Address(es)  
Tri-State Marine Distributors, Inc.  
5863 Deale Churchton Rd., Rt. 256  
Deale, MD 20751

2. Secured Party(ies) Name(s) and Address(es)  
Tracker Marine Corporation  
1633 Des Peres Road, Ste. 305  
St. Louis, Missouri 63131

4. For Filing Officer: Time, Date, No., Filing Office

THIS TRANSACTION IS NOT SUBJECT TO A RECORDATION TAX

5. This Financing Statement Covers the Following Types (or Items) of Property

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  
RECORDS CENTER 714-339  
SEPT 30 1986

Proceeds  Products of the Collateral are Also Covered

6.  To be Recorded in Real Estate Mortgage Records

7. Description of Real Estate

8. Name(s) of Record Owner(s)

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

10. 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  
 which is proceeds of the following described original collateral which was perfected:

Tri-State Marine Distributors, Inc.

Tracker Marine Corporation

By William S. Morgan Pres.  
Signature(s) of Debtor(s)

By [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Alphabetical

Approved by:

ROY D. BLUNT  
SECRETARY OF STATE

FORM UCC-1 — MISSOURI UNIFORM COMMERCIAL CODE



1986 SEP 30 PM 4:29

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

FINANCING STATEMENT

DATE: September 10, 1986

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(s): Thomas E. Newcomb

ADDRESS: 2501 Crain Highway S  
Bowie, MD 20716

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:

One Vermeer Tractor E.Q. w/: Model # V-430-  
FZL-511 Decutz Diesel Eng. (35 HP), 26 X 12 X 12 Flotation Tires, V-60 Dozer  
Blade, V-16 Trencher - 6" wide X 48" Deep w/ crumber bridge/Shoe For 6", and  
standard C -Cutters.  
Serial Number 893

RECEIVED 11:00  
FEBRUARY 1986  
BY: [Signature] 11:40  
SEPT 30 86

1150

BL  
CLERK

RECEIVED FOR RECORD  
CREDIT DEPT. A.S. CLERK  
1986 SEP 30 PM 4:29  
E. AUBREY COLLISON  
CLERK

DEBTOR(S):

[Signature]  
Thomas E. Newcomb

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: [Signature]  
(Authorized Signature)

Paul R. O'Connell, 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.)

Mailed to Secured Party

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 Corman Construction Co., Inc.  
 Address PO Box 160, Jessup, MD 20794 (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)

ONE (1) Dresser Model A500 Motor Grader SN 11441 (Rental)

RECORDED 11-00  
 INDEXED 1-30  
 AT THE CLERK'S OFFICE  
 SEPT 30 86

1750

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 be affixed to: (describe real estate)

na

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Corman Construction Co., Inc.

Roy Daniel Eq. Supt.  
 (Signature of Debtor)

Roy Daniel

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp Natl. Inc.

Glenn S. Conklin  
 (Signature of Secured Party)

Glenn S. Conklin, VP & CM

Type or Print Above Signature on Above Line

BL  
 CLERK

Mailed to Secured Party

1986 SEP 30 PM 4:29  
 CLERK  
 AUBREY COLLISON



264010

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 8-29-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KALIM UDDIN, SALEHA UDDIN
Address 5641 Settler Place, Columbia, Maryland 21044

2. SECURED PARTY

Name HOERL INDUSTRIES, INC.
Address Six Powder Place, Baltimore, Maryland 21236
900 Crain Highway, S.W.
HAROLD B. MURNANE, III, Glen Burnie, Maryland 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDS FEE 12.00
POSTAGE .50
SEPT 30 11:49 AM '86
SEPT 30 86

3. Maturity date of obligation (if any) August 29, 1991

4. This financing statement covers the following types (or items) of property: (list)
INVENTORY - all Debtor's inventory, goods held for sale, supplies, goods in process.
EQUIPMENT - all new and used equipment owned by Debtor, including that list attached hereto as Exhibit A.
ACCOUNTS - all Debtor's accounts receivable and contract rights.
INSURANCE PROCEEDS - any and all right, title and interest in insurance proceeds due and payable in connection with the business
LICENSES - all Debtor's rights, title and interest in all licenses.
LEASEHOLD INTEREST - Debtor's leasehold interest in the premises from which the Debtor's business is conducted.
Specifically including all additions, replacements, after acquired goods, inventory, equipment, whatsoever located.

CHECK [X] 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)
[ ] (Products of collateral are also covered)



RECEIVED IN RECORDS
1986 SEP 30 PM 4:29
E AUBREY COLLISON
CLERK

(Signature of Debtor)
KALIM UDDIN
Type or Print Above Signature on Above Line

HOERL INDUSTRIES, INC.

(Signature of Debtor)
SALEHA UDDIN
Type or Print Above Signature on Above Line

BY: (Signature of Secured Party)
ROBERT HOERL, PRESIDENT
Type or Print Above Name on Above Line

Handwritten initials: HBU

- 17 tables
- 39 chairs
- toaster
- heat lamp
- Henny Penny Deep Fryer
- 36" electrical dual control grill
- 2 burner hot plate
- steamer
- Litton microwave
- 3 compartment warmer
- 4 compartment steamer
- crystal tips ice machine
- hot dog roller
- 2 door sandwich unit
- french fryer
- royal 140 register
- ~~2 compartment refrigerator~~ (leased free)
- handsink with 2 door cabinet
- 10' stainless steal counter; 2 door shelving
- 2 burner coffee with 6 extra burners (leased free)
- 3 door cabinet with 5 soda cannister capacity
- 5 flavor coca cola machine (leased free)
- ~~small ice cream freezer (leased free)~~
- 2 stainless steal roll tables
- 1 stainless steal raetone refrigerator
- 1 marketeer glass door refrigerator
- stainless steal raetone freezer
- 3 compartment handsink
- US Berkel manual slicer
- mop & mop bucket
- stainless steal table top with drawer
- 7' stainless steal shelving
- 3 telephones
- 3 window shades
- Misc. cooking utensils
- 1 portable sign (casel)
- Redco potatoe cutter

RJH EAH \$1 d

RJH EAH \$1 d

RJH EAH \$1 d

exhibit a

Mailed to Secured Party

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 records-  
don't 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 W. Ritter Trucking, Inc.

Address 8319 Md. Rt. 3, Box 244 Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road Baltimore, MD 21227

Credit Alliance Corporation 500 DiGiulian Blvd. Glen Burnie, MD 21061

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

RECORD FEE 13.00  
FILING .50  
1986 SEP 30 11:45 AM  
SEP 30 1986

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

6.  (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)

John W. Ritter Trucking, Inc.

*[Signature]*  
(Signature of Debtor)

John W. Ritter Pres

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

*[Signature]*  
(Signature of Secured Party)

James L. Jennelle Sect/Tres.

Type or Print Above Signature on Above Line



1986 SEP 30 PM 4:30  
AUDREY COLLISON  
CLERK

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 September 11, 1986

between Beltway International Trucks, Inc. as Seller/Lessor/Mortgagee and John W. Ritter Trucking, Inc. 8319 Md. Rt. 3, Box 244 Millersville, MD 21108 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 fulfill 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, representations 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 \$ 72,993.60  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 11th day of September, 19 86

**Beltway International Trucks, Inc.** (SEAL)  
By James H. Jonelle Secretary/Treasurer

(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

CONDITIONAL SALE CONTRACT NOTE

BOOK 503 PAGE 329

TO: Beltway International Trucks, Inc. FROM: John W. Ritter Trucking, Inc.
1800 Sulphur Spring Road Baltimore, MD 21227 8319 Md. Rt. 3, Box 244 Millersville, MD

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions: 21108

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1986 International Navistar Model F9370 Conventional Eagle Tractor W/42" Bunk, 13 speed transmission, 400 Cummins engine, S/N 2HSFBJXROHC086811

(1) TIME SALES PRICE \$ 90,993.60
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 18,000.00
(4) CONTRACT PRICE (Time Balance) \$ 72,993.60

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: Millersville, Maryland

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 two thousand nine hundred ninety three and 60/100\*\*\*\*\*

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 11th day of October, 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 2,027.60 and the final installment being in the amount of \$ 2,027.60

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% of 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, appraisal 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: September 11, 19 86

BUYER(S)-MAKERS(S):

Accepted Beltway International Trucks, Inc. (SEAL) (Print Name of Seller Here)

John W. Ritter Trucking, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: James Jamelle Secretary Treasurer (Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] Co-Buyer-Maker: (SEAL) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

1

BOOK 3003 PAGE 330

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) 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 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 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 GUARANTEE 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.

\_\_\_\_\_(Guarantor-Endorser)\_\_\_\_\_(L.S.) \_\_\_\_\_(Guarantor-Endorser)\_\_\_\_\_(L.S.)
\_\_\_\_\_(Guarantor-Endorser)\_\_\_\_\_(L.S.) \_\_\_\_\_(Guarantor-Endorser)\_\_\_\_\_(L.S.)

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 to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_\_(SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)
By: \_\_\_\_\_} Signature of Seller
(Signature, Title of Officer, "Partner" or "Proprietor")

Mailed to Secured Party (Witness)

CM04  
A.A. Co  
1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264012

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 Owens Charter Bus Company, Inc.

Address 3910 Old Birdsville Road, Harwood, Maryland 20776

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.

11.00  
2.70  
7.14.82  
SEPT 30 86

3. Maturity date of obligation (if any) \_\_\_\_\_

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

Two (2) new 1986 International Model 1853 school buses serial numbers: LHVLNHGM3GHA45335 and LHVLNHGMXGHA45316

Name and address of Assignee

with 60 passenger Thomas school bus bodies, diesel engine and two-way Motorola radios.

Equipment Location: 3910 Old Birdsville Road, Harwood, Maryland 20776 and various other locations

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)

Owens Charter Bus Company, Inc.

*Lemon B. Owens, Jr.*  
(Signature of Debtor)

Lemon B. Owens, Jr.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

First Maryland Leasecorp

*William R. Brown*  
(Signature of Secured Party)

William R. Brown  
Type or Print Above Signature on Above Line



RECEIVED FOR RECORDS  
CLERK OF BALTIMORE COUNTY

1986 SEP 30 PM 4:30

E. AUBREY COLLISON  
CLERK

1150

~~304143~~

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement

Date of Filing \_\_\_\_\_ Record Reference \_\_\_\_\_  
Maturity date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Smith, Alan B.	965	Placid Ct., Arnold,	Md.	21012
Smith, Carol	965	Placid Ct., Arnold,	Md.	21012

Name of Secured Party or assignee \_\_\_\_\_ No. \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

Seam, Roebuck & Co.  
Rockville Credit Central # 8303  
5320 Randolph Road  
Rockville, MD 20852

RETURN TO:

Filed: 2/18/81  
Liber: 434  
Page: 291  
X ref in financing

RECORD FEE 13.00  
POSTAGE .05  
FILING FEE .45



RECEIVED BY THE CLERK  
SEP 30 1986

Seam, Roebuck & Co.  
Rockville Credit Central # 8303  
5320 Randolph Road  
Rockville, MD 20852

Debtor(s) or assignor(s)

Alan B. Smith \_\_\_\_\_

Carol Smith \_\_\_\_\_

L. Janashek, Credit Sales Mgr. (Seal)  
(Corporate, Trade or Firm Name)

*L. Janashek*

Signature of Secured Party or Assignee

(Type or print name under signature)

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

1350

RECEIVED BY THE CLERK  
SEP 30 1986

1986 SEP 30 PM 4:29

E. AUBREY COLLISON  
CLERK

264013

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es):	2. Secured Party(ies) Name(s) and Address(es)	4. For Filing Officer: Date, Time, No. Filing Office	
ADCO Enterprises, Inc. 8-A Aquahart Rd. Glen Burnie, MD 21061	Chase Manhattan Leasing 560 Sylvan Avenue Englewood Cliffs, NJ 07632	RECORDED 11.00 INDEXED 7.00 TOTAL FEE \$18.00 SEP 30 1986	

5. This Financing Statement covers the following types (or items) of property:  AT&T Telephone Equipment	6. Assignee(s) of Secured Party and Address(es)
This is subject to recordation tax. The principal amount of the debt is \$786.64. Recordation tax of \$7.00 paid to Anne Arundel County Plus \$11.50 filing fee.	7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is an. *(Describe Real Estate Below)
8. Describe Real Estate Here: <input type="checkbox"/> 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)					
<input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					
ADCO Enterprises, Inc. Kenneth Clark, President			Chase Manhattan Leasing		
By <i>[Signature]</i> Signature(s) of Debtor(s)			By <i>[Signature]</i> 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 00 7 00 50					

Mailed to Secured Party



1986 SEP 30 PM 4:30  
MOLLISON

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 503 PAGE 334  
Identifying File No. 264014

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 Video and Computer Attractions, Inc. DBA  
The Video Connection  
Address 1153 MD. RT 3 North Crofton, MD 21054

2. SECURED PARTY  
Name Minolta Corporation  
5904 Peachtree Corners East  
Address Norcross, GA 30071

RECORDED FILE 12.00  
2780 ETTT 001 115:01  
SEPT 30 86

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

3. Maturity date of obligation (if any) NONE NOT TAXABLE

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

All Minolta Brand Video Products sold by Secured Party to Debtor, Accounts Receivable resulting from the sale of Minolta Video Products, Notes Receivable, Chattel Paper, all proceeds thereof and after acquired 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)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

✓ V. K. Malhotra  
(Signature of Debtor)

V. K. Malhotra-Vice President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party



1986 SEP 30 PM 4:30  
E. AUSREY COLLISON  
CLERK

(Signature of Secured Party)

David Goodman-Minolta Corporation

Type or Print Above Signature on Above Line

12

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

264015

DATE: September 4, 1986

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(s): Anne Arundel Diagnostics, Inc.

ADDRESS: 2150 Riva Road, Suite 216  
Annapolis, Maryland 21401

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:

One Philips Medical Systems Mammography Unit Serial Number 26031  
One Kodak M6B Processor Serial Number 1121

RECORDED  
INDEXED  
TAXES PAID  
SEPT 30 1986

11/20

SEP

RECEIVED  
ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

1986 SEP 30 PM 4:30

E. AUBREY COLLISON  
CLERK

DEBTOR(S):

Anne Arundel Diagnostics, Inc.

by:

*[Handwritten Signature]*

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By:

*[Handwritten Signature]*

(Authorized Signature)

Paul R. O'Connell, 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.)

Mailed to Secured Party

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Willard L Chism Jimmie R Chism D-15 Holiday Mobile Estates Jessup, Md 20794</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203 CONSUMER LOAN DEPT. Attn: O. BOX 1573 BALTIMORE, MD. 21203 Return to Secured Party J. M. HITCH</p>
--	--

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.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (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:

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.  
1985 Nashua mobile home 70/14 mfg serial # 14689

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: \$ 25,514.33

DEBTOR:

Willard L Chism  
Jimmie R Chism

(Type Name)

By: Willard L Chism  
By: Jimmie R Chism

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: Kathleen A Dean

Kathleen A Dean

(Type Name)

9/17/86

(Date Signed by Debtor)

19

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.

Stamps 178.50  
Recording 12.00  
Postage 190.50  
50  
\$ 191.00



MAILED TO Secured Party

1986 SEP 30 PM 4:31

S. ALBREY COLLISON  
CLERK

FINANCING STATEMENT

File No.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>The Carpet Shoppe, Inc 7489 Baltimore Annapolis Blvd., Glen Burnie, Md. 21061</p> <p>1201 Merritt Boulevard Baltimore, Maryland 21222</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: _____</p> <p style="text-align: right;"><b>Return to Secured Party</b></p>
--	---

11.00  
-30  
11.31  
07 30 86

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.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (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:

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.

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: \$ \_\_\_\_\_

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

The Carpet Shoppe, Inc.

(Type Name)

By: Frank T. Kaskie

By: Frank T. Kaskie, VP.

By: [Signature]

(Type Name)

Aug. 19, 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.

Mailed to Secured Party

1150



RECORDED FOR RECORD  
BALTIMORE COUNTY

1986 SEP 30 PM 4:31

E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT

Filing No. **264018**

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1 DEBTOR(S) and Address(es)                  Garbco, Inc., T/A g. Briggs                  611-A N. Hammonds Ferry Road                  Linthicum, Maryland 21090;                   Severna Park Mall                  575 Ritchie Highway                  Severna Park, Maryland 21146 *</p>	<p>2 SECURED PARTY and Address                  UNION TRUST COMPANY OF MARYLAND                  Baltimore &amp; St. Paul Streets                  Baltimore, Maryland 21203                   Attn: _____                  Return to Secured Party</p>
--	---

RECORD FEE 12.00  
 .50  
 TOTAL FEE 12.50  
 OCT 1 1986

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.

- A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (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.
- 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. All furniture, fixtures, and leasehold improvements at store located at Light & Redwood Streets, Baltimore, MD; 5 NCR2126-1120 P.O.S. Terminal Masters, 5 NCR2126-1321 P.O.S. Terminal Satellites.

- 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: \$ 100,000.00

<p>DEBTOR                   Garbco, Inc., T/A g. Briggs  <small>(Type Name)</small></p>	<p>SECURED PARTY                  UNION TRUST COMPANY OF MARYLAND                  By: <u>Deborah O. Kasper</u>  <small>(Type Name)</small></p>
<p>By: <u>[Signature]</u>  <small>(Type Name)</small></p>	<p>Deborah O. Kasper, AVP  <small>(Type Name)</small></p>
<p>By: _____</p>	<p><u>Sept 8</u> 19 86  <small>(Date Signed by Debtor)</small></p>

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

Equipment valued at \$58,499 taxable in that amount only.

<p>* Chatham Mall                  9200 Baltimore National Pike                  Ellicott City, Maryland 21043</p>	<p>Timonium Shopping Center                  2157 York Road                  Timonium, Maryland 21093</p>
<p>Light and Redwood Streets                  Baltimore, Maryland 21202</p>	<p><u>[Signature]</u> Mailed to Secured Party</p>

RECEIVED IN RECORDS  
 1986 OCT - 1 AM 9:17  
 E. AUBREY COLLISON  
 CLERK

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254024

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 8-24-87 (DATE)

1. DEBTOR

Name John P. KRAFT  
Address 2 Queen Anne Rd. Glen Burnie md. 21061

2. SECURED PARTY

Name NORWEST Financial Leasing Inc  
Address P.O. Box 1464 Balto. md. 21203

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

3. Maturity date of obligation (if any) 8-24-87

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> 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:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>RECORD FEE 10.00 POSTAGE .50 TOTAL 107.27 OCT 1 1986</p>	

1986 OCT -1 AM 9:17  
E AUBREY COLLISON  
CLERK



Dated 8-26-86

Diane G. Coleman  
(Signature of Secured Party)  
Diane G. Coleman-CSR - NORWEST Financial  
Type or Print Above Name on Above Line P.O. Box 1464  
Balto. md. 21203

1055

Mailed to Secured Party

BOOK 503 PAGE 340

264019

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)  
ROBERT L. HOAG  
WAYSONS WHP LOT 226  
LOTHIAN MD 20711

2 Secured Party(ies) Name(s) and Address(es)  
GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BLVD # 245  
WOODBRIDGE, VA 22191

4 For Filing Officer Date, Time No. Filing Office  
FILING FEE 11.00  
SERVICE 1.50  
TOTAL 12.50  
OCT 1 1986

5 This Financing Statement covers the following types (or items) of property  
1982 LIBERTY OAKBROOK  
40 X 14 SERIAL # 19390 + R/LH  
AND INCLUDING ALL FIXTURES, APPLIANCES, AND APPURTANANCES THEREIN AND THERETO, INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

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)

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).

By Robert L. Hoag Signature(s) of Debtor(s)  
By Andrea L. Bunch 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

RECEIVED FOR RECORD  
COURT CLERK, S.A. COUNTY

1986 OCT -1 AM 9:17

E. AUBREY COLLISON  
CLERK

BOOK 503 PAGE 341

264020

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) Melton: Richard G., Sr. 605 Ridge Avenue Kennett Square, PA 19348	2. Secured Party(ies) and address(es) First Fidelity Bank N.A. South Jersey Rt. #541 and Sunset Road Burlington, NJ 08016	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	---	---

4. This statement refers to original Financing Statement bearing File No. 489-298  
Filed with Anne Arundel Date Filed 9-4 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.  
10.

REGISTRY FEE 10.00  
 STAMPE  
 OCT 13 1985  
 11/11/85

No. of additional Sheets presented:

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
 \_\_\_\_\_ Signature(s) of Secured Party(ies)  
 First Fidelity Bank N.A. South Jersey  
 Jane R. Peck, Assistant Cashier  
 STANDARD FORM - FORM UCC-3

10/5/85 Office Copy - Alphabetical



RECEIVED FOR RECORD  
 1986 OCT -1 AM 9:17  
 E. AUBREY COLLISON  
 CLERK

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264021

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 30th, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James A. Collister, Inc.

Address 2803 Southaven Rd., Annapolis, MD 21401

2. SECURED PARTY

Name Valley Supply & Equipment Co., Inc.

Address 108 E. Baltimore St., Funkstown, MD 21734

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) Koehring Skytrak, Model 5522, Serial Number - 6D5145.

RECORD FEE 11.00  
POSTAGE .50  
REGISTER CITY RD. 107:34  
OCT 1 86

CHECK THE LINES WHICH APPLY

1150

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

*[Handwritten Signature]*

(Signature of Debtor)

James A. Collister, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Handwritten Signature]*

(Signature of Secured Party)

Valley Supply & Equipment Co. Inc.

Type or Print Above Signature on Above Line

C.B. CLERK

RECEIVED FOR RECORD  
SPRING COURT & CLERK

1986 OCT -1 AM 9:17

E. AUSPEY COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264022

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 A. J. KIRBY CONSTRUCTION, INC.
Address 820 Generals Highway, Millersville, MD. 21108

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY
Address 5681 Main St., Elkridge, 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)

- 1- Ingersoll Rand P185WJD Air Compressor, SN 154486
1- Ingersoll Rand PB85 1-1/4" Paving Breaker SN 8586D055
500' - 3/4 x 50' Air Hose

Name and address of Assignee
INGERSOLL-RAND FINANCIAL CORP.
651 Park Avenue
King of Prussia, PA. 19406

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

CHECK THE LINES WHICH APPLY

(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)

A. J. KIRBY CONSTRUCTION, INC.

Handwritten signature of Albert J. Kirby with arrows pointing to the signature line and the name above.

(Signature of Debtor) (Title)

Printed name: ALBERT J Kirby

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

INGERSOLL-RAND COMPANY

Handwritten signature of Bradley W. Berger

(Signature of Secured Party)

Bradley W. Berger, Office Mgr.

Type or Print Above Signature on Above Line

1986 OCT -1 AM 9:18
E. AUBREY COLLISON
CLERK

C.B. SM

11.00
.50
107.57
OCT 1 1986





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):  
 William J. & Jean L. Wroten  
 Kinloch Circle  
 Arnold, MD 21012

(2) Secured Party(ies) (Name(s) And Address(es))  
 Westwinds Apartments Limited Partnership  
 211 State Street  
 P.O. Box 13563  
 Greensboro, N. C. 27405

(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):  
 1st Home Federal Savings & Loan Association of the Carolinas, F.  
 P.O. Box 26400  
 Greensboro, N.C. 27420-26400

For Filing Officer

RECEIVED  
 FEE 12.00  
 0771 011 109:08  
 OCT 1 1986  
 11:01 AM '86

(5) This Financing Statement Covers the Following types [or items] of property. All of Debtor's aggregate Partnership Interest in Secured Party (representing all limited partner Units purchased by Debtor) and all proceeds of sale or other disposition of said Collateral, including but not limited to, Debtor's Capital Account, his interest in Cash Flow, Net Income and Net Loss, and items of income, gain, loss, deduction and credit, Disposition Proceeds and Refinancing Proceeds made by the Partnership (as the aforementioned capitalized terms are defined in the Partnership Agreement). NOT SUBJECT TO RECORDATION TAX  
 Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) William J. & Jean L. Wroten

Edward M. Harrington, General Partner,  
 as Attorney-in-Fact  
 (By) *Edward M. Harrington*  
 Standard Form Approved by N.C. Sec. of State  
 and other states shown above

Secured Party(ies) [or Assignees]  
 Westwinds Apartments Limited Partnership  
 (By) *Edward M. Harrington* General Partner

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)

11) Filing Officer Copy - Numerical

UCC-1

C.B. ELK

1986 OCT - 1 AM 9:19  
 E. AUBREY COLLISON  
 CLERK

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264026

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. \$ 42,000.00

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

Recordation tax paid to Anne Arundel Co. in the amount of \$294.00. This financing statement dated [ ] is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name L.R. Willson & Sons, Inc.

Address 2098 Generals Hwy., Annapolis, Maryland 21093

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.

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 17.00
RECORD TAX 294.00
POSTAGE .50
OCT 1 1986

CHECK [X] 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)

[ ] (Products of collateral are also covered)

L.R. Willson & Sons, Inc.
[Signature of Debtor]

Donald E. Willson V.P.
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]

Type or Print Above Signature on Above Line

Clerk

1986 OCT - 1 AM 9:20
EMAUSETY COLLISON
CLERK

17 294- 150

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 29th day of August, 1986 by and between  
L.R. Willson & Sons, Inc. having its principal place of business at  
2098 Generals Hwy., Annapolis, Maryland 21093

"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 Obligations, time being of the essence 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 personally 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 agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgages 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 wills 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, successors 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 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

*L.M. Willson & Sons, Inc.* (Seal)  
Mortgagor  
By *Donald E. Willson* (Title)

Secretary

STATE OF  
COUNTY OF

} ss

Donald E. Willson

being duly sworn, deposes and says:

1. He is the Vice President of *L.M. Willson & Sons, Inc.* (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 \_\_\_\_\_

*Donald E. Willson*

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 *L.M. Willson & Sons, Inc.* 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 August 29, 19 86 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Grove 18 Ton Rough Terrain Crane	RT60S	32973
One (1)	Used JLG Manlift	40-45	703S242
One (1)	Used Manlift	MZ40	0810159
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:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

L.R. Willson & Sons, Inc.

By: \_\_\_\_\_

By: Donald R. Willson Jr.

Mailed to Secured Party

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

1. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
Cardinal Industries, Inc.  
333 Hammonds Ferry Road  
Glen Burnie, MD 21061  
  
LESSEE

2. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ LESSOR  
  
Northern Telecom Finance Corporation  
Northern Telecom Plaza  
220 Athens Way  
Nashville, TN 37228-1399

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

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

All of the machinery and equipment ("Equipment") that is the subject of that certain equipment lease agreement dated 1-4-85 ("Lease") and Cardinal Industries, Inc. as Lessee ("Lessee"), certain of which equipment is set forth on Schedule A-2 attached hereto and incorporated herein by reference, including all substitutions, renewals, replacements, improvements, additions, attachments, accessions and appurtenances thereto and all proceeds and products of the foregoing, including all rents and sums due or to become due under said Lease and all monies received in respects thereof and all proceeds including said insurance proceeds. The execution and filing (or recording) of this financing statement is not intended to convert this transaction between the Lessor and the Lessee into a transaction intended for security, but instead is intended to give notice to all interested parties of the Lessor's absolute ownership of the Equipment, and as a precaution, to also perfect a security interest in favor of Lessor in the Equipment in the event a Court of proper jurisdiction should finally determine that the Lease between the Lessor and Lessee is a lease intended for security.  
NOT SUBJECT TO RECORDATION TAX

RECORD FEE 11.00  
POSTAGE .50  
SETTLE CTTT 101 100:20  
63 1 86

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

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

CARDINAL INDUSTRIES, INC. 36633

NORTHERN TELECOM FINANCE CORPORATION

By: [Signature] ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ LESSEE

By: [Signature] ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ LESSOR

JOHN F. MOKAY VICE PRESIDENT TREASURY

ED PLETZKE MANAGER OF OPERATIONS

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

C.B. DUBK  
1986 OCT - 1 AM 9:20  
E. AUBREY COLLISON  
CLERK

Quantity	Description
1	289289T0 QPC451 SL1 QPC451A SYS N/XN/S/MS
1	289300T4 QPC452 SL1 QPC452A SYS N/XN/S/MS
2	600755T6 QSU61CFM SL-1 DIGIT DISPLAY TELEPHONE
12	314442T2 LINK-FM/MC 250 OF WRO335S LINK ASH W/CORD
2	547127T9 P0547127 SL1 TRANSFORMER 24V P0547127
11	251380T0 JACK JACK MOD SURFACE 6TER 625QA6
30	201249T8 CABLE CABLE 25PR 24GA TEFLON
2	277854T5 BIX BIX-31B MOUNT QMBIX31B
300	314010T7 CABLE CABLE 3PR 24GA TEFLON
5	266828T3 BIX BIX-1A CONNECTOR QCBIX-1A

MATERIAL SUBTOTAL  
LABOR SUBTOTAL  
FIX LABOR SUBTOTAL  
MATERIAL & LABOR SUBTOTAL

19.50 HOURS  
19.50 REGULAR HOURS  
.00 OVERTIME HOURS  
.00 DOUBLETIME HOURS

Mailed to Secured Party

Lessor \_\_\_\_\_  
Initials

Lessee   
Initials

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 Stamatis Papastefanou, Pauline Papastefanou, Emanuel Papastefanou, Vicki Papastefanou and Twelve Islands Seafood, Inc. Name Papastefanou, Vicki Papastefanou and Twelve Islands Seafood, Inc. Address 7940 Telegraph Road, Severn, Maryland 21144

2. SECURED PARTY Name Mary Lou Lowman Address 8018 Clark Station Road, Severn, Maryland 21144 HAROLD B. MURNANE, III, 900 Crain Highway, S.W. 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) September 5, 1991

4. This financing statement covers the following types (or items) of property: (list) INVENTORY - all Debtor's inventory, goods held for sale, supplies, goods in process. EQUIPMENT - all new and used Equipment owned by Debtor, including that list attached hereto as Exhibit A. ACCOUNTS - all Debtor's accounts receivable and contract rights. INSURANCE PROCEEDS - any and all right, title and interest in insurance proceeds due and payable in connection with said business. LICENSES - all Debtor's right, title and interest in all licenses and specifically the existing Class B license issued to Mary Lou Lowman, Pauline Papastefanou and Vicki Papastefanou (Twelve Islands Seafood, Inc.) for the business known as Bell Restaurant and Lounge located at 7940 Telegraph Road, Severn, Maryland, for the sale of liquor. (CONTINUED)

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)

Stamatis Papastefanou (Signature of Debtor)

STAMATIS PAPASTEFANOU Type or Print Above Signature on Above Line

Pauline Papastefanou (Signature of Debtor)

PAULINE PAPASTEFANOU Type or Print Above Signature on Above Line

Emanuel Papastefanou EMANUEL PAPASTEFANOU, DEBTOR

VICKI PAPASTEFANOU, DEBTOR

TWELVE ISLANDS SEAFOOD, INC.

BY: Pauline Papastefanou President

Mary Lou Lowman (Signature of Secured Party)

MARY LOU LOWMAN Type or Print Above Name on Above Line

RECORDING FEE 17.00

OCT 1 86

1986 OCT - 1 AM 9:20 E. AUDREY COLLISON CLERK

LEASEHOLD INTEREST - debtor's leasehold interest in the premises from which debtor's business is conducted.

Specifically including all additions, replacements, after acquired goods, inventory, equipment, whatsoever located.

BELL'S RESTAURANT

BOOK 503 PAGE 355

1	desk chair,	\$ 25
1	ice maker whirlpool	1,800
1	Beer cooler La Gosse	1,200
1	Beer cooler Rapids	1,500
1	Cash register Casrio	500
1	Cash register National	1,000
1	Insulated stainless ice chest	100
1	Stainless steel sink	600
1	Freezer Dutters	400
1	Meat cutting table	125
1	Burgular alarm system Novar	900
1	Refrigerator GE 10cu.ft	100
1	Micro wave Minute Master	500
1	Walk in cooler 6½'x6½'	2,000
1	Walk in cooler 10x8	3,500
1	Walk in cooler 9x12	4,700
1	Stainless refrig freezer	2,500
1	Freezer 14cu ft	300
1	Reach in box stainless	2,500
24	Bar stools	600
104	Side chairs	1,000
25	Folding chairs	375
52	Square tables	1,040
4	Folding tables	100
1	Portable bar	100
1	Vacuum cleaner Eureka	25
1	Sandwich unit Star	1,000
1	Stainless 2 shelves work table	350
1	6 burner double door Grill Gas	2,700
1	Deep fryer Wells	750
1	Meat slicer	1,000
1	Stainless portable work table	100
1	Stainless kitchen sink 3 compartment	700
1	Toaster stainless Toastwells	300
1	Maple desk	125
1	Smoke eater	1,000
1	Ceiling fan	50
2	3 ton Air Conditioner	7,500
2	Emergency lights	300
1	TV 19"	200
1	Stove hood and safety first fire system	2,000
1	Stainless steam table 2 compartment	500
1	Stainless steam table 1 compartment	300
2	Heat lamps	250
2	Picnic tables	400
	Outside signs	1,000
	Misc equipment	2,500
	TOTAL--	\$50,515

Mailed to Secured Party

Does not include basement items or antiques

EXHIBIT A

ANNIE ARUNDEL  
COUNTY

BOOK 503 PAGE 356

FINANCING STATEMENT

File No  
264029

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1 DEBTOR(S) and Address(es) RYSON HOME SERVICES, INC T/A LAWN PRO 2121 BALDWIN AVENUE CROFTON, Md 21114	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>COLLATERAL SUPERVISOR</u> <u>COMMERCIAL LOAN DEPARTMENT</u> 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.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of LAWN CARE SERVICES (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:

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.

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: \$100,000.00

DEBTOR:

RYSON HOME SERVICES, INC T/A LAWN PRO  
(Type Name)

By [Signature]  
By \_\_\_\_\_

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: [Signature] Assistant Vice President

WILLIAM C. O'CONNOR, JR., ASSISTANT VICE PRESIDENT  
(Type Name)

SEPTEMBER 2 1986  
(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.  
Annapolis  
9470 ~~Lanham~~ Road Suite 310  
Lanham, Md. 20706

11512 Schuykill Road  
Rockville, Md. 20852

9176 A Red Branch Road  
Columbia, Md. 21045

\*Equipment valued at \$20,000.00 to be taxed on that amount\*

7528 Old Alexandria Ferry Road  
Clinton, Md. 20735

012-1671-0986-1

Mailed to Secured Party

32  
1986 OCT -1 AM 9:20  
AUDREY COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264030

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 July 28, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ANTHONY W. CAPITANO  
Address 658 Riverside Drive, Pasadena, MD 21122

2. SECURED PARTY

Name Mighty Distributing System of America, Inc.  
Address 50 Technology Park/Atlanta, Norcross, GA 30092  
ATN: Rebekah Roberts

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, equipment, vehicles, accounts receivable and notes receivable in which debtor has any interest in connection with his business as a franchisee of Secured Party under a Franchise Agreement dated June 1, 1981.

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)

ANTHONY W. CAPITANO  
(Signature of Debtor)

See attached Security Agreement for Signature of Debtor

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

See attached Security Agreement for Signature

(Signature of Secured Party)  
David P. Smith, Sec/Treas.  
Mighty Distributing System of America, Inc.

Type or Print Above Signature on Above Line

RECORDED  
INDEXED  
11:00  
AUG 23  
1986  
E. AUBREY COLLISON  
CLERK

1150

SECURITY AGREEMENT

BOOK 503 PAGE 358

THIS SECURITY AGREEMENT is effective as of the 1st day of June, 1981, by and between MIGHTY DISTRIBUTING SYSTEM OF AMERICA, INC, 50 Technology Park/Atlanta, Norcross, Georgia 30092 (hereinafter referred to as the "Secured Party"), and Anthony W. Caputo (hereinafter referred to as the "Debtor").

WHEREAS, the parties hereto entered into a Franchise Agreement dated June 1, 1981 (hereinafter referred to as the "Franchise Agreement"), which provides for the Debtor to operate a business of selling automobile parts and equipment as a franchisee of the Secured Party, and in that regard, provides that the Secured Party may guarantee obligations of the Debtor to Third party suppliers for the purchase of inventory; and

WHEREAS, Debtor and Secured Party, incident to their franchise relationship, entered into a Reimbursement Agreement on June 1, 1981 (hereinafter referred to as the "Reimbursement Agreement") which provides that any amounts paid by the Secured Party to third party suppliers pursuant to a guarantee obligation it assumes under the Franchise Agreement are to be reimbursed to the Secured Party in accordance with the terms of the Reimbursement Agreement; and

WHEREAS, the parties hereto intend that the Secured Party have a security interest in certain reasonable and adequate collateral for any and all amounts incurred by the Debtor for the purchase of inventory to the extent that the payment of any such amounts is guaranteed by the Secured Party (hereinafter referred to as "Guaranteed Amounts") under the Franchise Agreement whenever any Guaranteed Amounts are outstanding.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Description of Collateral. The collateral of this Agreement (hereinafter referred to as the "Collateral") is all inventory, equipment, vehicles, accounts receivable and notes receivable in which Debtor has any interest in connection with its business as a franchisee under the Franchise Agreement.

2. Creation of Security Interest. Debtor hereby grants to Secured Party a security interest in the Collateral to secure the performance of all obligations and the payment of all indebtedness of Debtor set forth in paragraph 3 hereof. All costs for filing any Financing Statements with respect to the Collateral shall be borne by Debtor.

3. Debtor's Obligations.

A. Obligation to Pay. Debtor shall pay all Guaranteed Amounts to third party suppliers when due either by depositing such sums with Secured Party or paying them to third parties directly, as determined from time to time by the parties, when due, and reimburse Secured Party in accordance with the terms of the Reimbursement Agreement for all Guaranteed Amounts paid by Secured Party to third party suppliers.

B. Protection of Collateral. The Collateral (i) will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use, and (ii) will be kept at all times by Debtor at its usual and customary place(s) of business.

C. Transfer of Collateral. Debtor agrees that it will not sell or otherwise dispose of the Collateral to any person without prior consent of Secured Party except in the ordinary course. The parties hereto agree that a check in the box labelled "Proceeds" on the Financing Statement to be executed by said parties pursuant hereto in no way implies or grants a power in Debtor to sell or otherwise dispose of the Collateral except as otherwise herein provided, and that said check is made solely to give the Secured Party additional protection in case of a wrongful disposition of the Collateral.

4. Default. Non-compliance with, or non-performance of, any of the Debtor's obligations or agreements under paragraph 3 hereof shall constitute default under this Agreement. In addition, default shall occur if the Franchise Agreement is terminated for any reason by either party.

5. Secured Party's Rights and Remedies. Secured Party may exercise his rights of enforcement under the Uniform Commercial Code in force in the State of MD and, in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may

(a) enter upon Debtor's premises after ten (10) days of default have occurred, to take possession of, disassemble, and collect the Collateral or to render it unusable, and

(b) waive any default or remedy any default in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default.

6. Rights and Remedies of Debtor. Debtor shall have all of the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of MD at the date of this Agreement.

7. Additional Agreements and Affirmations.

A. "Debtor" and "Secured Party," as used in this Agreement, include the heirs, executors or administrator, successors or assigns of those parties.

B. The law governing this Secured Transaction shall be that of the state of MD in force and at the date of this Agreement.

WITNESS:

George E. Akhurst

DEBTOR:

Anthony W. Caputo

WITNESS:

Mailed to Secured Party

[Signature]

SECURED PARTY:

MIGHTY DISTRIBUTING SYSTEM OF AMERICA, INC.

[Signature]

1350



MARYLAND NATIONAL BANK  
We want you to grow.™

264031

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)  
 Robert L. Thomas  
 Susan H. Thomas  
 t/a Glen Burnie Texaco

Address(es)  
 7237 Ritchie Highway  
 Glen Burnie, Maryland 21061  
 1490 W. Patapsco Avenue  
 Baltimore, Maryland 21230

6. Secured Party  
 Maryland National Bank  
 Attention: LDRU MS 022801

Address  
 P.O. Box 17372  
 Baltimore, Maryland 21203

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, contractual 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.

Robert L. & Susan H. Thomas t/a  
Glen Burnie Texaco (Seal)  
 By: Robert L. Thomas (Seal)  
Robert L. Thomas  
 By: Susan H. Thomas (Seal)  
Susan H. Thomas  
 \_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank  
William W. Mahan (Seal)  
 William W. Mahan, Assistant Vice President  
 Type name and title

1986 OCT 1 AM 9:22  
 E. AUBREY COLLISON  
 CLERK

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

**RETURN TO:**  
 MARYLAND NATIONAL BANK  
 ATTN: LEGAL DOCUMENTATION  
 REVIEW UNIT  
 P.O. BOX 17372  
 BALTIMORE, MARYLAND 21203

Mailed to Secured Party

454 8384-9001

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264032

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 July 31, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name COMMUNITY DEVELOPMENT COMPANY LIMITED PARTNERSHIP
Address 9100 Edgeworth Drive, Capital Heights, MD 20743

2. SECURED PARTY

Name THE RIGGS NATIONAL BANK OF WASHINGTON, DC
Address 800 17th Street NW, 8th Floor
Washington, DC 20006

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 EXHIBIT "A" ATTACHED HERETO

E. ADRIENY COLLISON
CLERK

1986 OCT - 1 AM 9:50

RECORDS SECTION
COUNTY

bd

RECORDED
POSTAGE
18.00
OCT 1 1986

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)

SEE EXHIBIT "B" ATTACHED HERETO

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

COMMUNITY DEVELOPMENT COMPANY LIMITED PARTNERSHIP,

BY: SCOTT CONTRACTING COMPANY, INC.
(Signature of Debtor)
a body corporate, General Partner

Type or Print Above Name on Above Line
(Signature of Debtor)

Type or Print Above Signature on Above Line

THE RIGGS NATIONAL BANK
OF WASHINGTON, DC
BY: Donald C. [Signature]
(Signature of Secured Party) SUP

Type or Print Above Signature on Above Line

Handwritten initials or marks.

## EXHIBIT "A" TO FINANCING STATEMENT

All material intended for construction, reconstruction, alteration or repair of the improvements, now or hereafter erected on the land described in Exhibit "B"; all fixtures and articles of personal property, now hereafter owned by Debtor and attached to or contained in and used in connection with such land and improvements; all furniture, furnishings, fixtures and equipment that are now or at any time hereafter installed in, affixed to, placed upon or used in connection with the premises including but not limited to all machinery, engines, furnaces, boilers, stokers, pumps, heaters, incinerators, power equipment, laundry machinery and equipment, tanks, dynamos, motors, generators, switchboards, conduits, electrical and gas equipment, heating, cooling, air conditioning, lighting, incinerating and plumbing apparatus, compressors, elevators, and escalators, venetian blinds, shades, draperies, drapery and curtain rods, brackets, electrical signs, bulbs, fire prevention and extinguishing apparatus, plumbing fixtures, vacuum cleaners, vacuum cleaning systems, floor cleaning, waxing and polishing apparatus, call systems, ash and fuel conveyors, mirrors, lamps, ornaments, rugs, linoleum and any other floor covering, refrigerating and cooling apparatus and equipment, typewriters, office and accounting equipment, safes, cabinets, lockers, shelving, tools, spotlighting equipment, uniforms, refrigerators, kitchen ranges, dishwashers, garbage disposals, automatic washing machines and clothes dryers (all such property, together with the land and improvements being herein referred to as "premises") but excluding all such property which is owned by tenants of the Debtor and installed for the purpose of their tenancy if such tenant has the right to remove the same at or before the expiration of the term of the applicable lease. Also covered are all rents, issues, revenues and profits of the premises, including any leases to tenants of all or any portion thereof.

## EXHIBIT "B" TO FINANCING STATEMENT

All that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pin set in the westerly right of way line of Crain Highway, Maryland Route 3, at its point of intersection with the southerly line of parcel of land owned by Otto E. and M. F. Fuerstenberg, formerly owned by William Schneider as recorded in Deed Liber GW 59 Folio 422. Thence leaving said point of beginning and binding the westerly right of way line of Crain Highway as aforesaid and referring the courses of this discription to the Maryland State Grind Meridian,

(1) South 26 degrees 19' 41" West, 267.50 feet to a cross cut in a concrete sidewalk thence leaving said cross cut and binding the northerly line of a parcel of land conveyed to Seal Tite Corporation by Deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 2496 folio 838.

(2) North 65 degrees 36' 49" West, 200.00 feet to an iron pin set. Thence leaving said iron pin and binding the westerly line of land conveyed to Seal Tite Corporation as aforesaid,

(3) South 24 degrees 23' 11" West, 50.00 feet to an iron pin set in the north line of a parcel of land owned by John Demyan, Jr. as recorded in Liber 2005 folio 150. Thence leaving said point and binding the north line of land of Demyan as aforesaid,

(4) North 65 Degrees 36' 49" West, 100.00 feet to an iron pin set in the east line of a parcel of land owned by Crain Ltd. Partnership as recorded in Deed Libe WR 3410 folio 363. Thence leaving said point and binding the east line of land of Crain Ltd., Partnership as aforesaid,

(5) North 24 degrees 23' 11" East, 72.50 feet to an iron pipe found, thence leaving said pipe found and binding on the northerly line of land of Crain Ltd. Partnership as aforesaid and the northerly, line of a parcel of land owned by Anne Arundel County as recorded in Deed Liber 323, folio 137,

(6) North 65 degrees 36' 49" West, 568.00 feet to an iron pin set, thence

(7) North 16 degrees 06' 49 " West, 65.00 feet to a point, thence

(8) North 20 degrees 53' 11" East, 87.00 feet to a point, thence

(9) North 48 degrees 53' 11" East, 149.40 feet to a iron pin set at the point of intersection with the prolongation of the southerly line extended of land formerly owned by William Schneider as recorded in Liber GW 59 folio 422. Thence leaving said iron pin and binding said line extended and also binding the southerly line of land of Otto E. and M.F. Fuerstenberg as formerly owned by William Schneider as recorded in Liber GW 59 folio 422.

(10) South 63 degrees 47' 47" East, 863.07 feet to the iron pipe set at the point and place of beginning and containing an area of 5.62 acres of land according to a survey prepared by C. Miller and Associates, Inc., and dated January 28, 1985.

Being the same Lots of ground described in a Deed dated December 31, 1984 and recorded among the Land Records of Anne Arundel County in EAC Liber 3835 folio 133 from Blue Grass Land Company unto Community Development Company now ( COMMUNITY DEVELOPMENT COMPANY LIMITED PARTNERSHIP). Also see Quit Claim Confirmatory Deed dated April 25, 1985 and recorded among the Land Records of Anne Arundel County in EAC Book 3880, page 440, between Blue Grass Land Company unto Community Development Company now ( COMMUNITY DEVELOPMENT COMPANY LIMITED PARTNERSHIP )

Mailed to Secured Party



8502

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBEREAC 474 FOLIO 152 ON June 25, 1984 (DATE)

1. DEBTOR

Name John F. & Susan Schulte

Address 6242 Old Washington Road, Elkridge, MD 21227

2. SECURED PARTY

Name Second National Building & Loan, Inc.

Address P. O. Box 2558, Salisbury, Maryland 21801-2558

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

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> 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:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORDED FEE 10.00  
REGISTER .50  
1986 OCT 25 AM 10:25  
OCT 2 1986

1986 OCT -2 AM 10:25  
E. AUDREY COLLISON  
CLERK

Second National Building & Loan, Inc.

Dated Sept 16, 1986

Gage Thomas  
(Signature of Secured Party)

Type or Print Above Name on Above Line  
Gage Thomas, Vice President

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

1000  
Mail to

Mailed to Secured Party

Anne Arundel County

264034  
ID#

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Leasing Systems, Inc.		1413 K Street, N.W.	Washington, D.C.	20005
		1010 West Street,	Annapolis, Md.	21401

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
District of Columbia National Bank, Washington,		1801 K Street, N.W.	Wash., D.C.	20005

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 of Debtor's right, title and interest to the equipment and all accessories or attachments thereto or substitutions thereof whether now existing or hereafter acquired and wherever located, covered by the equipment lease between Debtor and R.J. Moore & Associates, Inc. dated 8/14/86, lease # 15622 and to said equipment lease and all contract rights, accounts receivable and proceeds arising therefrom; said equipment including but not limited to 1 AT&T Computer System & WYSE 85 Amber terminals

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 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)

Leasing Systems, Inc.  
 BY: [Signature]  
 Lee E. Nathanson, President  
 (Type or print name under signature)

Sovran Bank/DC National  
 (Seal)  
 BY: [Signature]  
 Signature of Secured Party or Assignee  
 (Owner, Partner or Officer and Title)  
 (Signatures must be in ink)

1986 OCT -2 AM 10:50  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

11.50

STATEMENT OF PARTIAL RELEASE OF FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the (financing statement/land) records of Anne Arundel County, Identifying File No. 252094, in liber 473, folio 374, on May 22, 1984.

1. NAME AND ADDRESS OF DEBTOR:

TRC, Inc.  
326 1st Street, Suite 35  
Annapolis, Maryland 21403

2. NAME AND ADDRESS OF SECURED PARTY:

Union Trust Company of Maryland  
Seven St. Paul Street  
P. O. Box 2373  
Baltimore, Maryland 21203

3. From the collateral described in the original Financing Statement referred to above, the Secured Party of record releases only the collateral described below:

- (1) 1981 Tanton 43 Sailing vessel, ID number (TAC 430091181) manufactured by TA Chiao Bros. Yacht Bldg. Co., Ltd.
- (2) 1984 Tyana 42 Sailing vessel, manufactured by TA Yand Building Co., Ltd., Identification number TYA 420870384.
- (3) 1984 Hans Christen 43 Sailing vessel, manufactured by King Dragon Yacht Industrial Corp., #XSA30043091 H484.

SECURED PARTY:

Union Trust Company of Maryland

By: [Signature] (SEAL)

RETURN TO;

Joseph M. Kolar, Esquire  
Smith, Somerville & Case  
100 Light Street, 6th Floor  
Baltimore, Maryland 21202

Mail to

RECORDS FE 10.00  
FILING 1.00  
TOTAL COST \$110.75  
OCT 2 1986



10-07-86

1986 OCT -2 AM 11:36  
E. AUBREY COLLISON  
CLERK



MARYLAND FINANCING STATEMENT

264035 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: TRC, Inc.  
(Name or Names)  
326 1st Street, Suite 35, Annapolis, MD 21403  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
 \_\_\_\_\_  
(Address)

2. SECURED PARTY: Nancy L. Cooper  
(Name or Names)  
Route 1, Box 160, Bluemont, Virginia 22012  
(Address)

3. ASSIGNEE (if any)  
 of SECURED PARTY: \_\_\_\_\_  
(Name or Names)  
 \_\_\_\_\_  
(Address)

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

THE FOLLOWING ITEMS OF DEBTOR'S INVENTORY:

1. 1981 Tanton 43 Sailing vessel, ID number (TAC 430091181) manufactured by TA Chiao Bros. Yacht Bldg. Co., Ltd.
2. 1984 Tyana 42 Sailing vessel, manufactured by TA Yang Building Co., Ltd., Identification number TYA 420870384.
3. 1984 Hans Christian 33 Sailing vessel, manufactured by King Dragon Yacht Industrial Corp., Federal Documentation number 678777.

1985 OCT -2 AM 11:36  
 E. AUBREY COLLISON  
 CLERK

RECORD FEE 11.00  
 POSTAGE .50  
 REGISTRATION FEE 10.00  
 OCT 2 1985

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 Collateral are also covered: Yes  No

DEBTOR(S):  
TRC, Inc.  
 By: Thomas R. Cooper  
(Type or print name of person signing)

SECURED PARTY:  
 By: Nancy L. Cooper  
(Type or print name of person signing)

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

Mailed to Secured Party

Return To: Joseph M. Kolar - Smith, Somerville & Case  
100 Light Street, 6th Flr., Baltimore, MD 21202

M 90 5

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 84,000.00
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):

John J. Conroy, M.D.  
Name or Names—Print or Type  
1600 Ritchie Highway, Arnold, Anne Arundel, MD 21012  
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:

Joseph C. Toomey  
Name or Names—Print or Type  
1186 Wright Ave., Arnold, Anne Arundel, MD 21012  
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 money on deposit at any time or from time to time in the debtor's checking accounts and all accounts receivable including future accounts and all salary income belonging to the debtor.

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):

SECURED PARTY:

(Signature of Debtor)  
John J. Conroy, M.D.  
Type or Print  
*John J. Conroy M.D.*  
(Signature of Debtor)  
Type or Print

Mailed to Secured Party

(Company, if applicable)  
*Joseph C. Toomey*  
(Signature of Secured Party)  
Joseph Toomey  
Type or Print (Include title if Company)

RECORD FEE 11.00  
POSTAGE .50  
200421 0237 002 115:51  
OCT 02 86

1886 OCT -2 PM 3:54  
E. AUBREY COLLISON  
CLERK

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
Name and Address Nicholas Goldsborough, Esq., Manis, Wilkinson, Snider & Goldsborough, Chartered, POB 921, Annapolis, MD 21404

11.85

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 503 PAGE 370

Identifying File No. 264037

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 Equipment Leasing and Management Company  
Address 1623 Forest Drive, Suite 300, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank  
Address 2661 Riva Road, Building 700, 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)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

1986 OCT -2 PM 3:54  
E. AUBREY COLLISON  
CLERK

RECORD FEE 11.00  
POSTAGE 30  
400424 0217 R02 11/2/84  
OCT 02 06

CHECK  THE LINES WHICH APPLY

- (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)

1150 Equipment Leasing and Management Company  
E. Lee Meadows, Pres.  
(Signature of Debtor)

E. LEE MEADOWS

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BAY NATIONAL BANK

Lee M. Donovan  
(Signature of Secured Party)

LEE M. DONOVAN

Type or Print Above Signature on Above Line

FINANCING STATEMENT

TO BE RECORDED AT:

- a) SDAT - Financing Statement Records
- b) Anne Arundel County - Financing Statement Records

NOT SUBJECT TO RECORDATION TAX

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

- 1. NAME AND ADDRESS OF DEBTOR  
 ANNE ARUNDEL COUNTY, MARYLAND  
 ARUNDEL CENTER  
 NORTHWEST AND CALVERT STREETS  
 ANNAPOLIS, MARYLAND 21401  
 ATTENTION: DIRECTOR OF ADMINISTRATION
- 2. NAME AND ADDRESS OF SECURED PARTY:  
 UNION TRUST COMPANY OF MARYLAND  
 10 E. BALTIMORE STREET  
 BALTIMORE, MARYLAND 21202  
 ATTENTION: Commercial Real Estate Division

1986 OCT -2 PM 7:42  
 AUDIT COLLECTION  
 BL

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

(a) All of the Debtor's right, title and interest in and to and remedies under all of the following documents and any and all other documents evidencing or securing the Loan (hereinafter defined), and all extensions, renewals and modifications thereof, amendments and supplements thereto and substitutions therefor, and including (without limitation) any and all security referred to therein (collectively, the "Acquired Purpose Obligations"):

(i) the Loan and Financing Agreement dated as of September 30, 1986 (the "Closing Date") by and among the Debtor, R. E. Michel Company, Inc. (the "Borrower"), and the Secured Party;

(ii) the Promissory Note dated September 30, 1986 made by the Borrower payable to the Debtor in the principal amount of \$8,300,000;

(iii) the Deed of Trust dated September 30, 1986 from the Borrower and Thomas M. Scott III and Gordon DeGeorge as Trustees; all recorded, or intended to be recorded, among the Land Records of Anne Arundel County;

(iv) the General Assignment of Leases and Rents dated September 30, 1986, from the Borrower, recorded, or intended to be recorded among the Land Records of Anne Arundel County;

RECORD FEE 13.00  
 50  
 502 7:47:17  
 OCT 02 86

1300  
50

(v) the Guaranty Agreements dated September 30, 1986, executed by Till Distributing Company, Inc., Roger And Geiger Supply Company, and Acar Supply Company to the Secured Party and the Assignee;

(b) All pledged receipts in connection with the loan made by the Public Body to the Borrowers under the Loan and Financing Agreement and evidenced by the Note (the "Loan"), which pledged receipts include scheduled payments of principal and interest, condemnation awards and insurance proceeds, Recoveries of Principal and any other payments called for by the Acquired Purpose Obligations. As used in this Financing Statement, "Recoveries of Principal" means amounts received by the Debtor, by the Secured Party or by any other person from any of the following sources: (i) all amounts received by the Debtor from the proceeds of any sale of the Facility (as defined in the Loan and Financing Agreement) (or any portion thereof), (including any profit realized by the Debtor) and required by any of the Documents (as defined in the Loan and Financing Agreement) to be applied to the redemption of the Bond (as hereinafter defined), (ii) any unadvanced portion of the Bond proceeds remaining after the Completion Date (as defined in the Loan and Financing Agreement) and final advance of Bond proceeds, and required to be applied to redemption of the Bond pursuant to the provisions of Loan and Financing Agreement, (iii) any amounts received by the Debtor from any recoveries from any contractors, as provided in the Loan and Financing Agreement, (iv) any Net Proceeds (as defined in the Loan and Financing Agreement) received as a result of any damage to the Collateral and required by the Secured Party or any assignee to be applied to the redemption of the Bond, as provided in the Loan and Financing Agreement, (v) any other amount or amounts received from any source and required by the Documents or by the Secured Party to be applied to the redemption of the Bond.

(c) All of the Debtor's 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 by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as and for additional security under the Loan and Financing Agreement, by the Debtor or by anyone on its behalf or with its writtent consent, to the Secured Party.

Notwithstanding the foregoing provisions, there shall be excluded from the property described in this paragraph 3 all rights of the Debtor to (i) reimbursement and indemnification pursuant to the Loan and Financing Agreement and all enforcement remedies with respect to the foregoing; (ii) receive notices under any of the Acquired Purpose Obligations, and (iii) make any determination and grant any approval or consent to anything in the Acquired Purpose Obligations requiring the Debtor's determination, approval of consent.

4. Proceeds of the collateral are also covered. As used in this Financing Statement, "proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

BOOK 503 PAGE 373

5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Loan and Financing Agreement as security for the Debtor's Economic Development Revenue Bond (R. E. Michel Company, Inc. Facility), 1986 Series dated September 30, 1986, (the "Bond") which Bond does not constitute an indebtedness or charge against the general credit or taxing powers of the Debtor, and does not constitute or give rise to any pecuniary liability of the Debtor.

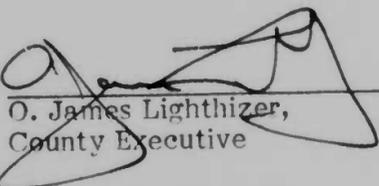
Debtor:

ANNE ARUNDEL COUNTY,  
MARYLAND

Secured Party:

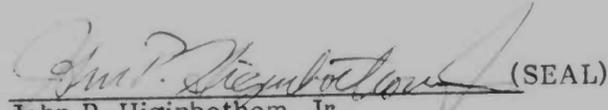
UNION TRUST COMPANY  
OF MARYLAND

By:

  
O. James Lighthizer,  
County Executive

(SEAL)

By:

  
John P. Higinbotham, Jr.,  
Real Estate Finance Officer

(SEAL)

Date: September 30, 1986

Mr. Clerk:

Return To:

Laura Sadegh  
Gebhardt & Smith  
The World Trade Center  
Ninth Floor  
Baltimore, Maryland 21202  
File No.: (JMS) 5496

JMS:5496  
M-01.11

Mailed to Secured Party



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.

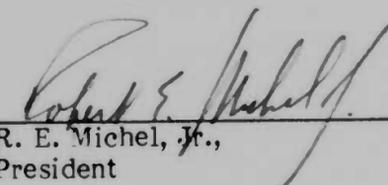
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, 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 ownership, maintenance, leasing, or construction upon 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, 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 Purchase Money 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, 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 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.
- j. All contract rights, general intangibles, construction agreements and agreements relating or pertaining to any improvements to be constructed upon the below described real property.
- k. All records relating to or pertaining to any of the above.

5. 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 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.
6. 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.
7. This Financing Statement is filed as part of a transaction in which the Secured Party has issued its limited obligation revenue bond in the face amount of Eight Million Three Hundred Thousand Dollars (\$8,300,000.00), dated as of the date hereof, and designated "Anne Arundel County, Maryland Economic Development Revenue Bond (R. E. Michel Company, Inc. Facility) 1986 Series" to finance the acquisition of a facility by the Debtor within the boundaries of the Secured Party. Neither the aforementioned bond nor the interest or premium, if any, thereon are an indebtedness or a charge against the general credit or taxing power of the Secured Party within the meaning of any constitutional or charter provision or statutory limitation and shall never constitute or give rise to any pecuniary liability of the Secured Party. The aforementioned bond, together with the interest and premium, if any, thereon, are repayable solely from the repayments of the loan made by the Debtor from the Secured Party pursuant to a Loan And Financing Agreement and Promissory Note of even date herewith, which were assigned to the Assignee by the Secured Party and which are secured by the security interest which is evidenced by this Financing Statement, and any other monies made available to the Secured Party for such purpose.

**DEBTOR:**

R. E. MICHEL COMPANY, INC.,  
A Maryland Corporation

By:

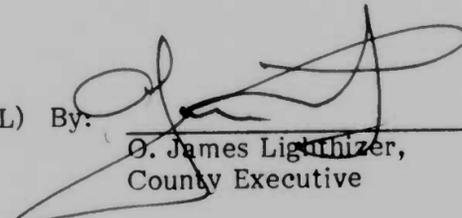
  
R. E. Michel, Jr.,  
President

(SEAL)

**SECURED PARTY:**

ANNE ARUNDEL COUNTY, MARYLAND

By:

  
O. James Lightizer,  
County Executive

(SEAL)

Date: September 30, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Laura Sadegh  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (JMS) 5496

JMS:5496  
M-01.14

BOOK 503 PAGE 377

EXHIBIT A

Property Description

The fee simple property in Anne Arundel County, Maryland described as:

BEING known and designated as Lot 22 as shown on the Plat entitled "Plat of Lot 22 'R. E. Michel Company' Portion of Revised Plat 2 Section 5 'Baymeadow'", which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 103 folio 16.

Saving and excepting therefrom the 4 flood plains shown thereon, which flood plains were more particularly described in a Deed dated October 18, 1982 and recorded among the Land Records of Anne Arundel County from Dickinson Associates, et al. to Anne Arundel County, Maryland.

JMS:5496  
M-01.15

Mail to

AAO md

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 SOUTHWARD CORPORATION dba ANNAPOLIS 4A RENTALS & SALES  
Address 1919 LINCOLN DRIVE, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name MARK INDUSTRIES AND/OR MARK CREDIT CORPORATION  
Address P.O. BOX 720  
LONG BEACH, CA 90801

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, GOODS, MACHINERY, PROPERTY AND EQUIPMENT MANUFACTURED AND/OR SOLD BY MARK INDUSTRIES AND/OR MARK CREDIT CORPORATION, A SUBSIDIARY OF MARK INDUSTRIES, WHENEVER ACQUIRED; AND ANY AND ALL ACCESSORIES, PARTS AND ATTACHMENTS AND ANY AND ALL GOODS TO WHICH ANY OF THE AFOREMENTIONED MAY BE ATTACHED AND ANY AND ALL PROCEEDS OF COLLATERAL INCLUDING BUT NOT LIMITED TO CHATTEL PAPER."

"CONDITIONAL SALES CONTRACTS - 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)

SOUTHWARD CORPORATION

X Kenneth R Wagner  
(Signature of Debtor)

Kenneth Wagner, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Mailed to Secured Party

MARK INDUSTRIES AND/OR  
MARK CREDIT CORPORATION

Larry Skinner  
(Signature of Secured Party)

Larry Skinner, Assistant Secretary  
Type or Print Above Signature on Above Line

UCC NETWORK, INC.  
P. O. BOX 255889  
SACRAMENTO, CA 95855

12-50

BL  
CLERK

RECEIVED IN RECORDS  
CLERK, BALTIMORE COUNTY

1996 OCT -3 AM 10:02

AUBREY COLLISON  
CLERK

RECORDED FEE  
12.00  
1.50  
TOTAL \$13.50  
OCT 3 1996

STATE OF MARYLAND

264175

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 Stephen Jones Enterprises, Inc.  
Address 752 Stenchcombe Road Severna Park, MD 21146

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

6.  (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)

Stephen Jones Enterprises, Inc.

Stephen Jones  
(Signature of Debtor)

Stephen Jones

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

Bill Fenwick  
(Signature of Secured Party)

Bill Fenwick Pres.

Type or Print Above Signature on Above Line



RECORDED  
ANNE ARUNDEL COUNTY

1986 OCT -3 AM 10:02

E. AUBREY COLLISON  
CLERK

13 80.

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 September 11, 1986

between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee and Stephen Jones Enterprises, Inc. 752 Stencheombe Road Severna Park, MD 21146

(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 fulfill 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, representations 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 \$ 98,230.87

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 11th day of September, 19 86

Washington Freightliner, Inc. (SEAL)  
(Seller/Lessor/Mortgagee)  
By [Signature]

(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.)

CONDITIONAL SALE CONTRACT NOTE

BOOK 503 PAGE 381

TO: Washington Freightliner, Inc. FROM: Stephen Jones Enterprises, Inc.  
(Seller) (Buyer)  
4100 41st Street Brentwood, MD 20722 752 Stenchcombe Road Severna Park, MD 21146  
(Address of Seller) (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 Freightliner Model C112064SD, S/N 1FVUZCYB5GH401722 with R & S Steel Dump Body, S/N 86070975

(1) TIME SALES PRICE ..... \$ 106,230.80  
 (2) Less DOWN PAYMENT IN CASH ..... \$ 8,000.00  
 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-  
 (4) CONTRACT PRICE (Time Balance) ..... \$ 98,230.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 752 Stenchcombe Road Severna Park, MD 21146

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 Ninety eight thousand two hundred thirty and 80/100\*\*\*\*\* Dollars (\$ 98,230.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 12th day of October, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,637.18 and the final installment being in the amount of \$ 1,637.18

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 attorney's 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, appraisal 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 spotted 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 or 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: September 11, 19 86

Accepted Washington Freightliner, Inc. (SEAL)  
(Print Name of Seller Here)

Stephen Jones Enterprises, Inc. (SEAL)  
(Print Name of Buyer-Maker Here)

By: \_\_\_\_\_

By: Stephen Jones  
 Co-Buyer-Maker: \_\_\_\_\_

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

\_\_\_\_\_  
(Print Name of Co-Buyer-Maker Here)

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

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 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 to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_ 19 \_\_\_\_\_ (SEAL) Signature of \_\_\_\_\_  
 (Corporate, Partnership or Trade Name or Individual Signature)

Mailed to Secured Party

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 Jones, Carol Dean T/A  
Jones Minority Service  
Address 752 Stenchcombe Road, Severna Park, Md. 21146

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)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Carol Dean Jones T/A  
Jones Minority Service

(Signature of Debtor)

Carol D. Jones  
Type or Print Above Name on Above Line  
Carol D. Jones

(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

(Signature of Secured Party)

Bill Fenwick Pres.

Type or Print Above Signature on Above Line

RECORD FEE 14.00  
POSTAGE .50  
RECORDS SECTION JOR-44  
OCT 3 86

1450

BL  
CLERK

1986 OCT -3 AM 10:02

F. A. COLLISON  
CLERK

## 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 September 16, 1986.

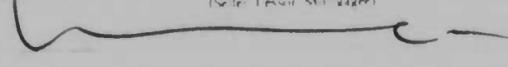
between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee  
and Carol Dean Jones T/A Jones Minority Service, 752 Stenhouse Road, Severna Park, Md. 21146  
(Name) (Address)

as Buyer/Tessee/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 fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturing 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, representations 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 \$98,230.80  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 16th day of September, 1986

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.)

CONDITIONAL SALE CONTRACT NOTE Carol Dean Jones T/A

TO: Washington Freightliner, Inc. FROM: Jones Minority Service
4100, 41st Street, Brentwood, Md. 20722 752 Stenchcombe Road, Severna Park, Md. 21146

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 Freightliner, Model C112064SD, S/N 1FVUZCYB1GH401720 with R & S Steel Dump Body S/N 86070973.

(1) TIME SALES PRICE \$ 106,230.80
(2) Less DOWN PAYMENT IN CASH \$ 8,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ - 0 -
(4) CONTRACT PRICE (Time Balance) \$ 98,230.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 752 Stenchcombe Road, Severna Park, Md. 21146

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 Ninety eight thousand two hundred thirty and 80/100 Dollars (\$ 98,230.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 17th day of October, 1986, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,637.18 and the final installment being in the amount of \$ 1,637.18

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, appraisal 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, recontract 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: September 16, 1986

Accepted Washington Freightliner, Inc. (SEAL)

By: [Signature]

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

Carol Dean Jones T/A/ Jones Minority Service (SEAL)

By: Carol D Jones Co-Buyer-Maker: (SEAL)

(Print Name of Co-Buyer-Maker Here)

By:

This instrument prepared by

1

800

503 PAGE 386 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-fiftieth 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 to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_ 19 \_\_\_\_\_ Mailed to Secured Party (SEAL.)
(Corporate, Partnership or Trade Name or Individual Signature) Signature of Seller
By: \_\_\_\_\_ (Signature, Title of Officer, "Partner" or "Proprietor")
(Witness)

*True Annel  
C/M/1  
#12.50*

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 \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Metta F. Radcliffe t/a Fay Radcliffe Bus Service  
Address 8429 Maryland Road, Pasadena, Maryland 21122

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.

RECORDED IN 12.00  
INDEXED .50  
TOTAL \$12.50  
OCT 3 1986

3. Maturity date of obligation (if any) \_\_\_\_\_

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

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1986 GMC Model TB6P042 school bus s/n 1GDL6P1F2GV535251 with a Detroit diesel engine, automatic transmission and a 66 passenger Thomas school bus body.

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)

*128*  (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)

Metta F. Radcliffe t/a Fay Radcliffe Bus Service

*Metta Fay Radcliffe*  
(Signature of Debtor)

Metta F. Radcliffe  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Mailed to Secured Party

First Maryland Leasecorp

*W.R. Brown*  
(Signature of Secured Party)

W.R. Brown - Account Executive  
Type or Print Above Signature on Above Line

BL  
CLERK

RECEIVED RECORDS  
CLERK'S OFFICE  
BALTIMORE COUNTY

1986 OCT -3 AM 10:03

E. AUBREY COLLISON  
CLERK

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

RECORDED BY 71.00  
INDEXED 50  
APPROPRIATE UNIT NO. TOP-12  
OCT 3 '86

- 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).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Q C Corporation	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	25 South Charles Street
7310 Ritchie Highway, Suite 701	P.O. Box 1596
(Address)	(Address)
Glen Burine, Maryland 21061	Baltimore, MD 21203

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

1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created 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 (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to 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 (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts Inventory, shall herein be called "Assets", (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to 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.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Q C Corporation	_____
(Seal)	(Seal)
	_____
(Signature)	(Signature)
Donald C. Gordon, President	_____
(Print or Type Name)	(Print or Type Name)

Mailed to Secured Party



RECEIVED FOR RECORD  
Baltimore, Md. COUNTY

1986 OCT -3 AM 10:04

E. AUBREY COLLISON  
CLERK

11750

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
Annapolis, Maryland 21401

BOOK 503 PAGE 389

264043

FINANCING STATEMENT

1. **Name of Debtor(s):** Robert W. Childs Landscape Contractors, Inc.  
**Address:** 491 College Parkway  
Arnold, MD 21012

NOT  
Subject to  
recording tax  
of \$ N/A

2. **Name of Secured Party:** Annapolis Federal Savings and Loan Association  
**Address:** Consumer/Commercial Lending Department  
P.O. Box 751  
Annapolis, MD 21404

RECORDING FEE 11.00  
FILING FEE .50  
TOTAL FEE 11.50  
OCT 3 1986

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

Compaq Computer Deskpro (Model 3) 512K,30M Hard Drive, 1.2 floppy drive  
10M tape back-up  
Amber Monitor (Compaq)  
Epson LQ 1000 Printer  
DOS 3.2  
Word Perfect 4.1  
MBSI Accounting

**Debtor(s):** Robert W. Childs Landscape Contractors, Inc.

**Secured Party:**

By: [Signature]  
Robert W. Childs, President

ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: [Signature]  
(Authorized Signature)

Paul R. O'Connell, V.P.  
(Type Name and Title)

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

Mailed to Secured Party



RECEIVED FOR RECORD  
ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

1986 OCT -3 AM 10:04

E. AUBREY COLLISON  
CLERK

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 \$375,000.00. 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 Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s)	Address(es)
Daniel W. McNew J. Kent McNew Eastern Petroleum Corporation Paceway Convenience Stores, Inc. M & M Enterprises	33 Hudson Street Annapolis, Maryland 21401

6. Secured Party	Address
The First National Bank of Maryland	18 West Street Annapolis, MD 21401 Attn: Nicholas P. Lambrow

7. This Financing Statement covers and Debtors hereby grant to the Secured Party 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. 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.

B. All Plans. All of the architectural engineering plans and drawings and similar plans and specifications, and all plats, surveys and permits relating to the premises.

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:

EASTERN PETROLEUM CORPORATION

By: *J. Kent McNew*  
J. Kent McNew, President

RECORD FEE  
POSTAGE  
\$1.50  
1986 OCT -3 AM 11:55  
CLERK  
ANNE ARUNDEL COUNTY  
PUBLIC CLERK

PACEWAY CONVENIENCE STORES, INC.

By: *J. Kent McNew*  
J. Kent McNew, President

M & M ENTERPRISES

By: *J. Kent McNew*  
J. Kent McNew, President

*D. W. McNew*  
Daniel W. McNew

*J. Kent McNew*  
J. Kent McNew

Address where Collateral  
will be located:

Intersection of Route 2 and  
Old Solomons Island Road  
Annapolis, Maryland 21401

Mr. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street,  
P.O. Box 868, Annapolis, Maryland 21404.

MWO-9

BOOK 503 PAGE 392

SCHEDULE A

BEING KNOWN AND DESIGNATED as Lot "A" on a Plat entitled "Minor Subdivision The Dan W. McNew, Etal Property", which Plat is recorded among the Land Records of Anne Arundel County in Liber 3978, folio 79.

BEING THE SAME PROPERTY described in a Deed dated January 4, 1985, and recorded among the Land Records of Anne Arundel County, Maryland at Liber 3835 Folio 11, from June A. Geller and Marvin Geller, Trustees of the Estate of Jack Geller, Grantors to Daniel W. McNew and J. Kent McNew, Grantees.

Mailed to Secured Party

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 \$175,000.00. 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 Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s)	Address(es)
Daniel W. McNew J. Kent McNew Eastern Petroleum Corporation Paceway Convenience Stores, Inc. M & M Enterprises	33 Hudson Street Annapolis, Maryland 21401

RECORD FEE 17.00  
POSTAGE .50  
TOTAL DUES FEE 17.50  
OCT 3 1986

6. Secured Party	Address
The First National Bank of Maryland	18 West Street Annapolis, MD 21401 Attn: Nicholas P. Lambrow

7. This Financing Statement covers and Debtors hereby grant to the Secured Party 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. 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.

B. All Plans. All of the architectural engineering plans and drawings and similar plans and specifications, and all plats, surveys and permits relating to the premises.

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:

EASTERN PETROLEUM CORPORATION

By: *J. Kent McNew*  
J. Kent McNew, President

1700  
5

1986 OCT -3 AM 11:55  
C. B. COLLISON  
CLERK

PACEWAY CONVENIENCE STORES, INC.

BOOK 503 PAGE 394

By:

J. Kent McNew  
J. Kent McNew, President

M & M ENTERPRISES

By:

J. Kent McNew  
J. Kent McNew, President

D. W. McNew  
Daniel W. McNew

J. Kent McNew  
J. Kent McNew

Address where Collateral  
will be located:

Intersection of Route 2 and  
Old Solomons Island Road  
Annapolis, Maryland 21401

Mr. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street,  
P.O. Box 868, Annapolis, Maryland 21404.

MWO-9

SCHEDULE A

BEING KNOWN AND DESIGNATED as Lot "A" on a Plat entitled "Minor Subdivision The Dan W. McNew, Etal Property", which Plat is recorded among the Land Records of Anne Arundel County in Liber 3978, folio 79.

BEING THE SAME PROPERTY described in a Deed dated January 4, 1985, and recorded among the Land Records of Anne Arundel County, Maryland at Liber 3835 Folio 11, from June A. Geller and Marvin Geller, Trustees of the Estate of Jack Geller, Grantors to Daniel W. McNew and J. Kent McNew, Grantees.

Mailed to Secured Party

11-50

264044

MARYLAND FINANCING STATEMENT BOOK 503 PAGE 396

(xx) Not Subject to Recordation Tax (C/S/C)

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

1. LESSEE Arundel Video, Inc.  
(Name or Names)  
7608 Baltimore & Annapolis Blvd. (Glen Plaza Shopping Center, Glen Burnie, MD. 21061  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

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

3. ASSIGNEE (if any) Northfield Savings & Loan  
Of LESSOR (Name or Names)  
1844 E. Joppa Rd. Baltimore, Maryland 21234  
(Address)

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

1 - OSM PC Two IBM Compatible, 640K RAM, 1 - Disk Drive, 2 - Sanyo 1215 Monochrome Monitors, 20 Meg. Hard Disk, 2 - CITH Printers Models 8510P & 8510S, Link PC Term, Alloy PC/Slave Card w/512 K Memory, Equipped w. 2 Keyboards, 1 - Video Manager Version 5.1 Software.

*void*

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

LESSEE  
Arundel Video, Inc.  
By: Harley R. Brady, President  
Harley R. Brady (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: Northfield Savings & Loan  
1844 E. Joppa Rd.  
Baltimore, MD 21234  
Attn: Ron Jobson



RECEIVED FOR RECORD  
BALTIMORE COUNTY  
1986 OCT -6 AM 10:34  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

264179

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No. ....	
Date &	
Hour .....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) On demand

Name(s) of Debtor(s) or assignor(s)  
(Last Name First)

No.

Street

City

State

RPS Products, Inc.

1700 South Caton Avenue, Baltimore, Maryland

Name of Secured Party or assignee

No.

Street

City

State

See Attachment C

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 Attachment A for description of collateral.

See Attachment B for additional addresses of Debtor.

RECORDED  
POSTAGE  
\$3.00  
\$3.00  
OCT 6 1986

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.  
See Exhibit D.

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

Debtor(s) or assignor(s)

RPS Products, Inc. 9-26-86

By: Calvin B. Andringa

(Seal)

(Corporate, Trade or Firm Name)

Calvin B. Andringa, President

Signature of Secured Party or Assignee

(Type or print name under signature)

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

20  
50

APPROVED FOR RECORD  
CLERK OF DISTRICT COURT

1986 OCT -6 AM 10:35

E. AUBREY COLLISON  
CLERK



GKF:dml  
09/21/86  
(gkfl145)

BOOK 503 PAGE 398

EXHIBIT A  
TO  
FINANCING STATEMENT

DEBTOR: RPS PRODUCTS, INC.

SECURED PARTY: CITICORP INDUSTRIAL CREDIT, INC.

Description of Collateral

Debtor's following described property and interests in property:  
(a) all accounts, receivables, present and future rights to payment for goods sold or leased and for services rendered, including, without limitation, those which are not evidenced by instruments or chattel paper, and whether or not they have been earned by performance; proceeds of any letters of credit on which Debtor is named as beneficiary; contract rights; chattel paper; instruments; documents; insurance proceeds; and all such obligations whatsoever owing to Debtor, together with all instruments and all documents of title representing any of the foregoing, all rights in any merchandise or goods which any of the same may represent, and all right, title, security and guaranties with respect to each of the foregoing, including, without limitation, any right of stoppage in transit; (b) all inventory, goods, merchandise and other personal property furnished under any contract of service or intended for sale or lease, including, without limitation, all automotive parts, raw material, work in process, finished goods and materials and supplies of any kind, nature or description which are used or consumed in Debtor's business or are or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such inventory, goods, merchandise and other personal property and all documents of title or documents representing the same; (c) all general intangibles, choses in action, causes of action, and all other intangible personal property of every kind and nature, including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trademark applications, tradenames, trade secrets, goodwill, registrations, copyrights, licenses, franchises, customer lists, tax refunds, tax refund claims, rights and claims against carriers and shippers, rights to indemnification, and all rights, title and interest in the leases and/or tenancies for Debtor's business locations; (d) all equipment and fixtures, including, without limitation, furniture, machinery, vehicles, and trade fixtures, together with any and all attachments, accessions, parts and appurtenances thereto, substitutions therefor, and replacements thereof; (e) all computer equipment and hardware, including, without limitation, all central processing units, terminals, disk drives, tape drives, electronic memory

GKF:dml  
09/21/86  
(gkfl145)

BOOK 503 PAGE 399

units, printers, keyboards, screens, peripherals (and other input/output devices), modems and other communication controllers, and any and all accessions, parts and appurtenances thereto, substitutions therefor and replacements thereof, all intellectual property used, at any time, in the operation of such computer equipment and hardware, including, without limitation, all software, all rights under any licenses related to the use, at any time, of such computer equipment, hardware or software, and all leases pursuant to which Debtor leases any computer equipment, hardware or software; (f) all right, title and interest in and to any deposits or other sums at any time credited by or due from Citibank, N.A., Citicorp Industrial Credit, Inc., or any affiliate of Citicorp Industrial Credit, Inc.; (g) all books and records relating to the foregoing items (a) - (f); (h) all proceeds, including, without limitation, proceeds of any insurance policies, and all products of the foregoing items (a) - (g); and (i) all of the foregoing whether now owned or existing or hereafter acquired or arising or in which Debtor now has or may hereafter acquire any rights.

RPS PRODUCTS, INC.

By: \_\_\_\_\_  
Calvin B. Andringa  
Presidednt

GKF:dml  
09/21/86  
(gkf1154)

BOOK 503 PAGE 400

EXHIBIT B  
TO  
FINANCING STATEMENT

DEBTOR: RPS PRODUCTS, INC.

SECURED PARTY: CITICORP INDUSTRIAL CREDIT, INC.

ADDITIONAL ADDRESSES OF DEBTOR:

6212 Belair Road  
Baltimore, Maryland 21206

4611 Leeds Avenue  
Arbutus, Maryland 21229

904 Eastern Blvd.  
Essex, Maryland 21212

1107-1109 W. 36th Street  
Baltimore, Maryland 21211

2007-2009 West Street  
Annapolis, Maryland 21401

7218 Ritchie Highway  
Glen Burnie, Maryland 21061

1419 Annapolis Road  
Odenton, Maryland 21113

1626 York Road  
Lutherville, Maryland 21903

Northern Pkwy. & Reisterstown Road  
Baltimore, Maryland 21215

101 North Bond Street  
Bel Air, Maryland 21014

1720 East Northern Parkway  
Loch Raven, Maryland 21239

2105 Merritt Blvd.  
Dundalk, Maryland 21222

4404 Lafayette Blvd.  
Fredericksburg, Virginia

627 York Street  
Adams County  
Gettysburg, Pennsylvania 17325

6102 Baltimore National Pk.  
Baltimore, Maryland 21228

415-419 Conkling Street  
Baltimore, Maryland 21224

509 Ritchie Highway  
Glen Burnie, Maryland 21146

11704 Reisterstown Road  
Reisterstown, Maryland 21136

631 North Mechanic Street  
Cumberland, Maryland 21502

9855-E North Washington Blvd.  
Laurel, Maryland 20707

91 Constitution Blvd.  
Kutztown, Pennsylvania 19530

ATTACHMENT C

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Citicorp Industrial Credit, Inc.	Suite 400,	635 West Seventh Street,	Cincinnati,	Ohio
George K. Fogg, Esq.	Suite 2100			
Vorys, Sater, Seymour & Pease	Atrium II,	221 east Fourth Street,	Cincinnati,	Ohio

Exhibit D

BOOK 503 PAGE 402

Record Owners and Description of Real Estate

West Max Enterprises	2007-2009 West Street Annapolis, MD 21401
West Max Enterprises	7218 Ritchie Highway Glen Burnie, MD 21061
Lois Warnock	1419 Annapolis Road Odenton, MD 21113
M/M Pasquale DiDonato	509 Ritchie Highway Glen Burnie, MD 21146

Mailed to Secured Party

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 N-C Joint Venture  
Address 7 Central Avenue, 1st Floor, Glen Burnie, Md. 21061

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) Trillium Telephone System with  
One (1) 1032 KSU, Serial Number  
Nine (9) 1032 Standard Telephone Sets  
One (1) Attendant Console  
S/N 02860228

Name and address of Assignee  
FILED FEE 11.00  
OCT 6 1986

CONDITIONAL SALES CONTRACT

1150

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)

N-C Joint Venture

[Signature]  
(Signature of Debtor)

William C. Littleton/Partner  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

NATIONAL SURETY LEASING, INC.

[Signature]  
(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

FILED

1986 OCT -6 AM 10:35

E. AUBREY COLLISON  
CLERK

264046

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$.....
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Debra Joan Rowe  
Walter William Rowe

4747 I Flanders Lane  
Harwood, Maryland 20776

SECURED PARTY (OR ASSIGNEE)

First National Bank of Maryland

—Address: 14700 Main Street  
Upper Marlboro, Maryland 20772

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

1972 Olympic Trailer serial #13080

- 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 } of the collateral are also specifically covered.
- Products }

- 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)

*Debra Joan Rowe*

First National Bank of Maryland

Debra Joan Rowe

BY

*Walter William Rowe*

*Shirley Mascaro*

Walter William Rowe

Shirley Mascaro

FNB 0850-A

Type or print names under signatures

Mailed to Secured Party

RECORDED FE 12.00  
 RECORDED .50  
 REGISTERED OCT 21 1986  
 OCT 4 1986  
 RECEIVED RECORDS  
 1986 OCT -6 AM 10:35  
 E. AUBREY COLLISON  
 CLERK

STATE OF MARYLAND

BOOK 503 PAGE 405

RECORD FEE 10.00  
RECORDED 0777 101 108:00  
OCT 6 86

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 209638

RECORDED IN LIBER 371 FOLIO 17 ON 5/20/77 (DATE)

1. DEBTOR

Name MARYLAND YAMAHA, INC.

Address 6027 RITCHIE HIGHWAY, BALTIMORE, MARYLAND 21225

2. SECURED PARTY

Name YAMAHA PARTS DISTRIBUTORS, INC.

Address 6555 KATELLA AVENUE, CYPRESS, CALIFORNIA 21225

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

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> 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:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment</p>
<p>Amend debtor name to: MARYLAND YAMAHA, INC. dba MARYLAND YAMAHA SUZUKI</p>	

Mailed to Secured Party

RECEIVED IN RECORDS  
1986 OCT -6 AM 10:35  
E. AUBREY COLLISON  
CLERK

Dated SEPTEMBER 12, 1986  
MARYLAND YAMAHA, INC. dba  
MARYLAND YAMAHA SUZUKI

*P. Shepherd*  
P. SHEPHERD, ATTORNEY-IN-FACT

YAMAHA PARTS DISTRIBUTORS, INC.  
*T. Ruminer*  
(Signature of Secured Party)  
T. RUMINER, ~~BY~~ ATTORNEY-IN-FACT  
Type or Print Above Name on Above Line

105

STATE OF MARYLAND

BOOK 503 PAGE 406

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 209639

RECORDED IN LIBER 371 FOLIO 18 ON 5/20/77 (DATE)

1. DEBTOR

Name MARYLAND YAMAHA, INC.

Address 6027 RITCHIE HIGHWAY, BALTIMORE, MD 21225

RECORD FEE 10.00  
103400  
OCT 6 86

2. SECURED PARTY

Name YAMAHA MOTOR CORPORATION, USA

Address 6555 KATELLA AVENUE, CYPRESS, CALIFORNIA 90630

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

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> 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:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment</p>
<p>Amend debtor name to: MARYLAND YAMAHA, INC. dba MARYLAND YAMAHA SUZUKI</p>	

BL  
CLERK

1986 OCT -6 AM 10:35  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

Dated ~~SEPTMBER~~ SEPTEMBER 12, 1986  
MARYLAND YAMAHA, INC. dba  
MARYLAND YAMAHA SUZUKI

*T. Ruminer*  
(Signature of Secured Party)

T. RUMINER, SUPERVISOR/CREDIT ACCOUNTS

Type or Print Above Name on Above Line

*P. Shepherd*  
P. Shepherd, Attorney-in-fact

10 —

*Ann Arundel City*

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2640471

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 Owings Paving, Ltd.  
Address P.O. Box 1082 Severna Park, MD

RECORD FEE 11.00  
POSTAGE .50  
1966 OCT 6 10:09 AM  
107 6 86

2. SECURED PARTY

Name Ingersoll-Rand Financial Corporation  
Address 651 Park Avenue King of Prussia, PA 19406

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 LOCATION:

18 Eighth Avenue, Glen Burnie, MD

Name and address of Assignee

- (1) Ingersoll-Rand model P175WD air compressor s/n 124172
- (2) Ingersoll-Rand model PB85 paving breakers, s/n's SKM19041 and SKM19051

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the

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

(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)

see attached for signature  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Ingersoll-Rand Financial Corporation

(Signature of Secured Party)

*Ronald M...*  
Type or Print Above Signature on Above Line



RECORDED AND INDEXED  
ANN ARUNDEL COUNTY

1966 OCT -6 AM 10:35

E. AUBREY COLLISON  
CLERK

11



BUTLER AND COMPANY, INC.

BOOK 503 PAGE 408

264048

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. \_\_\_\_\_

Not Subject to Recording Tax (Lease Agreement with Nominal Purchase Option)

LESSEE (DEBTOR): POWER COMPONENT SYSTEMS, INC.  
528 College Parkway, Suite 1  
Annapolis, Maryland 21401

LESSOR (SECURED PARTY): BUTLER AND COMPANY, INC.  
8726 Town & Country Boulevard, Suite 205  
P. O. Box 505  
Ellicott City, MD 21043-0505

ASSIGNEE OF LESSOR:  
EQUITABLE BANK, N.A.  
100 South Charles Street  
Baltimore, MD 21201

RECORD FEE 11.00  
PLATFEE .30  
RECORDED OCT 01 1986  
OCT 6 1986

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY

( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

- |  |                                  |
|--|----------------------------------|
| 1 TRILLIUM 616 ELECTRONIC TELEPHONE SYSTEM |                                  |
| 1 Trillium 616 Key Service Unit            | 1 Sharp Facimile Model F02715    |
| 3 Trillium 616 Standard Telephones         | 1 Panasonic FP 1520 Copier       |
| 2 Trillium 616 Handsfree Telephones        | 1 Panasonic FA 2500P Copy Cabine |
| 1 Surge Surpressor                         |                                  |

C.B. CLERK

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES.

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER

LESSEE (DEBTOR):  
POWER COMPONENT SYSTEMS, INC.

LESSOR (SECURED PARTY):  
BUTLER AND COMPANY, INC.

BY: David A. Leahy  
David A. Leahy President  
PRINT NAME & TITLE

BY: Deborah Stran Scherr  
DEBORAH STRAN-SCHERR, CREDIT MANAGER

1986 OCT -6 AM 10:35  
AUBREY COLLISCH  
CLERK

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.  
P. O. Box 505  
Ellicott City, MD 21043-0505

Mailed to Secured Party

204  
D-05-1

1/50



~~264049~~

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. -484

Page No. 144

Identification No. 256208

Dated April 17, 1985

1. Debtor(s) { B & D Assoc.  
 Name or Names — Print or Type Glen Burnie, Md. 21061  
108 Wellman Avenue  
 Address — Street No., City - County State Zip Code

2. Secured Party { First National Bank of Md.  
 Name or Names—Print or Type Balto. Md. 21201  
25 S. Charles St.  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECEIVED 10.00  
 10.00  
 10.00  
 10.00

1050.

Mailed to Secured Party

BL CLERK

1986 OCT -6 AM 10:36  
 E. AUSEFY COLLISON  
 CLERK

Dated: October 21, 1985

Dorothy M. Harvey  
(Name of Secured Party)

Dorothy M. Harvey  
(Signature of Secured Party)

Loan Accounting Officer  
Type or Print (Include Title if Company)

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. -477 Page No. 422  
 Identification No. 253759 Dated Sept. 11, 1984

1. Debtor(s) { B & D Assoc.  
 Name or Names — Print or Type  
100 Wellham Avenue Glen Burnie, Md. 21061  
 Address — Street No., City - County State Zip Code

2. Secured Party { First National Bank of Maryland  
 Name or Names—Print or Type  
25 S. Charles St. Baltimore, Md. 21201  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

SEARCH FEE 10.00  
 RECORD FEE .50  
 STATE ATTORNEY TOL 1.6  
 OCT 8 86

1050

BL  
 CLERK

1986 OCT -6 AM 10:36  
 F. AUBREY COLLISON  
 CLERK

Dated: Oct. 21, 1985

Dorothy M. Harvey  
 (Name of Secured Party)

Dorothy M. Harvey  
 (Signature of Secured Party)

Loan Accounting Officer  
 Type or Print (Include Title if Company)

To Be Recorded In The Real Estate  
Records And In The Financing Statement  
Records Of Baltimore County, Prince  
George's County and Anne Arundel County  
And Among The Financing Statement Records  
Of The State Department of Assessments  
And Taxation.

NOT Subject To Recordation Tax.

264051

FINANCING STATEMENT

1. DEBTOR:

MICHLAND CORPORATION  
T/A "DUFF'S FAMOUS SMORGASBORD",  
Formerly Known As  
"MICHLAND CO. LIMITED PARTNERSHIP"  
Also Formerly Known As  
"MICHLAND REALTY CO."  
810 Gleneagles Court, Suite 106  
Towson, Maryland 21204

2. SECURED PARTY:

THE BANK OF BALTIMORE  
Baltimore and Charles Streets  
Baltimore, Maryland 21201

Attn: Lucy C. Campbell,  
Vice President

3. This Financing Statement covers and the Debtor grants a continuing 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;
  - (iii) All of the Debtor's Fixtures as that term is defined by the common law of the State of Maryland;
  - (iv) All of the Debtor's Accounts, 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

C. D.  
1986 OCT -6 AM 10:36  
AUBREY COLLISON  
CLERK  
RECORD FEE 20.00  
MORTGAGE 1.50  
42644 4777 801 108417  
27 6 36

2610

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");

- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, work in process, bindings or component materials, parts, supplies, 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");
  - (vi) All restaurant equipment, stoves, ranges, appliances, hoods, counters, signs, computers, furnishing, furniture, cash registers, cooking implements, and machinery;
  - (vii) All rights and interest under any leases;
  - (viii) All franchises; and
  - (ix) 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 property described on Exhibit "A" attached hereto. The record owners of such real property are indicated on Exhibit "A".

**SECURED PARTY:**

**THE BANK OF BALTIMORE**

**DEBTOR:**

**MICHLAND CORPORATION**

By: Lucy C. Campbell (SEAL)  
Lucy C. Campbell,  
Vice President

By: [Signature] (SEAL)  
Name: GRZYM ANDRZEJ WSKI  
Title: PRESIDENT

BOOK 503 PAGE 413

TO FILING OFFICER: After this Statement has been recorded, please return to:

James M. Smith, Esquire  
Gebhardt & Smith  
Ninth Floor, The World Trade Center  
Baltimore, Maryland 21202  
File No.: (JMS) 5298

JMS:5298  
K-00.49

EXHIBIT "A"  
(Real Property Description)

BOOK 503 PAGE 414

<u>ADDRESS</u>	<u>PROPERTY OWNER</u>
1. 5700 Westview Mall Shopping Center U.S. Route 40 and Ingleside Avenue Baltimore County, Maryland	The Equitable Life Assurance Society of the United States a New York corporation
2. Glen Burnie Shopping Plaza 7315 Richie Highway Glen Burnie, Maryland 21062	Glen Burnie Shopping Plaza, Inc.
3. 8827 Annapolis Road Lanham, Prince George's County, Maryland	Hannah Storch
4. 17,400 sq. feet of floor area on the first floor of the real property known as: 7609 New Hampshire Avenue Takoma Park, Prince George's County, Maryland	Suburban Bank, Trustees U/A for G. Albert Gude and Joseph P. Abrhams

JMS:5298  
K-00.49

Mailed to Secured Party

STATE OF MARYLAND

Anne Arundel County  
Financing Records

BOOK 503 PAGE 415

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256946

RECORDED IN LIBER 485 FOLIO 576 ON May 31, 1985 (DATE)

1. DEBTOR

Name Michland Co. Limited Partnership, T/A "Duffs Famous Smorgasbord"  
Address 810 Gleneagles Court, Suite 106, Towson, Maryland 21204

2. SECURED PARTY

Name The Bank of Baltimore  
Address 7 East Baltimore Street, Baltimore, Maryland 21202

Attention: Lucy C. Campbell, Vice President  
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.)

AMENDMENT

The name of the Debtor is hereby amended to read as follows:  
"Michland Corporation trading as 'Duffs Famous Smorgasbord'".

Mailed to Secured Party

DEBTOR:

MICHLAND CORPORATION

By: [Signature]

Dated August 6, 1986

SECURED PARTY:

THE BANK OF BALTIMORE

By: [Signature]

Lucy C. Campbell, Vice President  
(Signature of Secured Party)

Type or Print Above Name on Above Line



1986 OCT -6 AM 10:36

E. AUBREY COLLISON  
CLERK

1050

STATE OF MARYLAND

ANNE ARUNDEL COUNTY  
FINANCING RECORDS

BOOK 503 PAGE 416

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256897

RECORDED IN LIBER 485 FOLIO 592 ON May 31, 1985 (DATE)

1. DEBTOR

Name Michland Co. Limited Partnership, T/A "Duffs Famous Smorgasbord"  
Address 810 Gleneagles Court, Suite 106, Towson, Maryland 21204

2. SECURED PARTY

Name The Bank of Baltimore  
Address 7 East Baltimore Street, Baltimore, Maryland 21202

Attention: Lucy C. Campbell, Vice President

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

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>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:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">AMENDMENT</p>
	<p>The name of the Debtor is hereby amended to read as follows: "Michland Corporation trading as 'Duffs Famous Smorgasbord'".</p>	
	<p>Mailed to Secured Party</p>	

10/50

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY  
1986 OCT -6 AM 10:36  
E. AUBREY COLLISON  
CLERK

DEBTOR:

MICHLAND CORPORATION

By:

*[Signature]*

Dated August 6, 1986

SECURED PARTY:

THE BANK OF BALTIMORE

By:

*[Signature]*

Lucy C. Campbell, Vice President  
(Signature of Secured Party)

Type or Print Above Name on Above Line

FINANCING STATEMENT

File No  
264052

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>CARDINAL INDUSTRIES, INC. 333 South Hammonds Ferry Road Glen Burnie, Maryland 21061</p> <p>2040 South Hamilton Road Columbus, Ohio 43232</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>EQUITABLE BANK, N.A. 100 South Charles Street Baltimore, Maryland 21201</p> <hr/> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
---	---

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.

RECORD FEE 13.00  
POSTAGE .50  
12345 6789 1011 123421  
OCT 6 86

(Cont'd)

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: \_\_\_\_\_
- 6. This transaction (is) (~~is not~~) exempt from the recordation tax  
Principal amount of debt initially incurred is: N/A
- 7. RETURN TO: Weinberg and Green ( KGG )  
100 South Charles Street, Baltimore, Maryland 21201



1986 OCT -6 AM 10:36  
E. AUBREY COLLISON  
CLERK

DEBTOR:

CARDINAL INDUSTRIES, INC.  
(Type Name)

By: Joseph V. Collins  
Joseph V. Collins  
Vice-President/Mortgage Co.  
(Type Name and Title of Person Signing)

September 11, 1986  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

BS

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and 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 all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of 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 any of the above held on consignment), 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 guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing 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 foregoing, whether in the possession of Debtor or any other person.

Finished building components consisting of 122 units:

28(twenty-eight) one-bed motel units - S/N 1010-1014, 1016-1021, 1090-1106;  
63(sixty-three) two-bed motel units - S/N 986-990, 992-1002, 1004-1008,  
1023-1027, 1029, 1030, 1032, 1033, 1035-1039, 1041-1054, 1057, 1070-1074, 1076-  
1080, 1083-1086;  
10(ten) one-bed sofa efficiency motel units - S/N 991, 997, 1003, 1009,  
1015, 1022, 1028, 1034, 1055, 1062, 1069;  
3(three) Linen accessory units - S/N 1031, 1075, 1087;  
1(one) Reception/office complex - S/N 1040;  
1(one) Conference room - S/N 1056;  
10(ten) one-bed sofa motel units - S/N 1058-1061, 1063-1068;  
1(one) Laundry - S/N 1081;  
1(one) Folding - S/N 1082;  
2(two) two-bed barrier free motel units - S/N 1088-1089;  
1(one) Manager's two-bedroom apartment - S/N 1107

A unit consists of from one to three 12' x 24' prefabricated building modules.

Mailed to Secured Party

<p><b>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</b></p>		<p>No. of Additional Sheets Presented:</p>
<p>(1) Debtor(s) (Last Name First, and Address(es))                  Gary A. Speigle T/A                  Gary A. Speigle Contractor                  P.O. Box 404                  Savage, Md. 20763                  Anne Arundel County</p>	<p>(2) Secured Party(ies) (Name(s) And Address(es))                  Alban Tractor Co, Inc.                  P.O. Box 9595                  Baltimore, Maryland 21237</p>	<p>RECORD FEE 12.00                  FILING FEE 30.00                  TOTAL 42.00                  OCT 6 1986</p> <p>1986 OCT 6 PM 10:36</p>
<p>(3) (a) <input type="checkbox"/> Collateral is or includes fixtures.                  (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered                  (c) <input type="checkbox"/> 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).</p>	<p>(4) Assignee(s) of Secured Party, Address(es)                  Associates Commercial Corporation                  8002 Discovery Drive, #420                  Richmond, VA 23288</p>	
<p>(5) This Financing Statement Covers the Following types [or items] of property.</p> <p>One (1) Used Caterpillar Model 225 Hyd. Excavator, S/N51U4324                  COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.</p>		
<p><input checked="" type="checkbox"/> Products of the Collateral Are Also Covered.</p>		
<p>(6) Signatures: Debtor(s)                  Gary A. Speigle T/A                  Gary A. Speigle Contractor</p> <p>(By) <i>[Signature]</i> 15 Sept 86                  Standard Form Approved by N.C. Sec. of State and other states shown above.</p>	<p>Secured Party(ies) [or Assignees]                  Alban Tractor Co, Inc.                  (By) <i>[Signature]</i></p> <p>Signature of Secured Party Permitted in Lieu of Debtor's Signature:                  (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/>  <input type="checkbox"/> Collateral Is Brought Into This State  <input type="checkbox"/> Debtor's Location Changed To This State                  (2) For Other Situations See: G.S. 25-9-402 (2)</p>	
<p>(1) Filing Officer Copy - Numerical</p>		<p>UCC-1</p>

Mailed to Secured Party

264054

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording 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 Judson L. Robertson/Linda E. Robertson

Address 9216 Scott Drive, Rockville, Md. 20850

2. SECURED PARTY

Name Jack's Marine

Address 1057 Totem Road, Bensalem, Pa. 19020

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)

New 1986 Wellcraft, 42 Eagle, 41'6" LOA, 9' Beam, Fiberglass, Hull Serial #WELP20 64E686-42, with 1986 Mercruiser, T/440 HP, Gas Engine, Serial #B405372, B405377. Kept Edgewater, Md.

ASSIGNEE: First Commercial Corporation 200 Sheffield Street Mountainside, N.J. 07092

Second Assignee Society for Savings 1290 Silas Deane Highway Wethersfield, Ct.

*Elizabeth Jeffrey Myers*

CHECK  THE LINES WHICH APPLY

(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)

*Judson L. Robertson*  
(Signature of Debtor)

Judson L. Robertson  
Type or Print Above Name on Above Line

*Linda E. Robertson*  
(Signature of Debtor)

Linda E. Robertson  
Type or Print Above Signature on Above Line

Mailed to Secured Party

*Maria Deuch*  
(Signature of Secured Party)

Jack's Marine  
Type or Print Above Signature on Above Line

*Ann Arnold*  
*9/16/84*

CR  
CLERK

1986 OCT -6 AM 10:37

REGISTER CLERK

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

T.I.A.B. Corporation, a Pennsylvania corporation d/b/a Kemp Mill Records		10209 Bacon Drive	Beltsville, MD	20705
--	--	-------------------	----------------	-------

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

SOVRAN BANK/DC NATIONAL, 1801 K Street, N.W., Washington, D.C. 20006

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 Schedule "A" attached hereto and incorporated herein by reference.

RECORD FEE 14.00  
 NOTARIAL FEE .50  
 10/6/86 11:17 AM 106-35  
 OCT 6 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 1,250,000.00 of which 50,000.00 is subject to recordation tax paid at county level - Prince George's County, Md \$220.00  
 Debtor (s) or assignor (s) \_\_\_\_\_ Secured Party: \_\_\_\_\_

T.I.A.B. Corporation	SOVRAN BANK/DC NATIONAL (Seal)
By: <u>Stanley Wahler, President</u>	By: <u>Thomas Schiedel</u>
Stanley Wahler, President	Signature of Secured Party or Assignee
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

CR CLERK  
 1986 OCT -6 AM 10:37  
 E. AUSTIN COLLISON  
 CLERK

14.00  
50

1,250,000

SOVRAN BANK/DC NATIONAL  
 1801 K Street, N.W.  
 Washington, D.C. 20006  
 ATTN: Thomas Schiedel, Assistant Cashier

SCHEDULE "A" TO THE FINANCING STATEMENT

(a) All of Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business, together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing;

(b) All of Debtor's present and future furniture, fixtures, equipment, machinery and supplies of every type and nature, together with all present and future accessories, additions and/or replacements thereto, including but not limited to the computer-related items described on Schedule "B" attached hereto and incorporated herein by reference;

(c) All property, goods and chattels of the same classes as those described above, acquired by Debtor subsequent to the execution of this Agreement and prior to its termination;

(d) All cash and non-cash proceeds of any or all of the foregoing; and

(e) All increases, substitutions, replacements, additions and accessions to the foregoing.

SCHEDULE "B" TO THE FINANCING STATEMENT

## Description of computer hardware equipment:

	<u>Serial Number</u>
1 Printronics P-300	A88674
1 P-300 Pedastal	
1 MVP-150 B	M19971
1 MVP-150 Pedastal	
1 QMS Magnum Obard	
1 Magnum 357	
1 Uniform Power Supply	
1 Zilog Model 32 Computer	30654
15 Terminals	
3 Scanner/light pens	21042-1;21043-1
1 U.S. Robotics Modem	30-26615
12 Terminal Cables/install.	
SMC Basic	

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264056

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 GOULD, INC.
Address 6711 BAYMEADOW DRIVE, GLEN BURNIE, MD 20061

2. SECURED PARTY

Name JOHN HANCOCK LEASING CORPORATION
Address JOHN HANCOCK PLACE, P.O. BOX 111, BOSTON, MA 02117
DIANA M. FRASSO

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 attached hereto and accordingly made a part hereof.

THIS FINANCING STATEMENT IS FILED SOLELY FOR NOTICE PURPOSES AND THE FILING THEREOF SHALL NOT BE DEEMED EVIDENCE OF ANY INTENTION TO CREATE A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE.

Filed with: 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)

Handwritten signature of debtor with arrow pointing to it.

(Signature of Debtor)

GOULD, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11-80

Handwritten signature of secured party.

(Signature of Secured Party)

JOHN HANCOCK LEASING CORPORATION

Type or Print Above Signature on Above Line

Vertical stamp: 1986 OCT -6 AM 10:37, AUBREY COLLISON CLERK

## SCHEDULE A

QTY	MODEL	DESCRIPTION	SERIAL #	COST
(1)		30444B 68 Upgrade HP 3000 68BCT070	0345700250	
(1)		opt500 4MB Main Memory		
(1)		2334A HP Multimux	2614A00221	
(4)		opt1023 4 Port modem cards		
(1)		opt100 initial configuration		
(7)		40221A host cable		
(1)		opt x.25 manual		
(1)		45851A HP 150 II Base Sy	2621A37015	
(1)		9123d Dual Disc Drive	2536A22882	

Including all accessions, accessories and attachments thereto.

Mailed to Secured Party

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)
Annapolis Toyota, Inc.
1107 West St.
Annapolis, Maryland 21401
2. Secured Party(ies) and Address(es)
Ford Motor Credit Company
1101 North Point Blvd.
Baltimore, Maryland 21224

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

- 3. This Financing Statement covers the following types (or items) of personal property:
1. All furniture, furnishings, fixtures, supplies, machinery and equipment, and all accessions thereto;
2. All personal property held for sale or lease in the ordinary course of business, including but not limited to cars, trucks, tractors and other motor vehicles, farm and industrial equipment, and parts and accessories therefor; and \*\*

Check if covered: [X] Proceeds of collateral covered [X] Products of collateral covered
4. This transaction is exempt from the Recording Tax.

Filed with: Ane
Clerk of Circuit Court, /Arundel County

ANNAPOLIS TOYOTA, INC.

FORD MOTOR CREDIT COMPANY

(SIGNATURE OF DEBTOR)

(NAME OF SECURED PARTY)

James E. Koons, President (DEBTOR)

D. McConnell, Branch Manager

\*\* (3) All accounts, contract rights, chattel paper, tax refunds, and general intangibles.

1150

Mailed to Secured Party

1986 OCT -6 AM 10:37

CR CLERK

E. AUSPEY COLLISON CLERK

BOOK 503 PAGE 428

264058

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

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
Maryland Yamaha, Inc.	6027 Ritchie Hwy		Baltimore	Md 21225 and
	6007 Olson Rd		Baltimore	Md 21225

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 property, now materials, goods in process, finished goods, machines, fixtures, land, buildings, furnishings, fixtures, vehicles, equipment, accounts receivable, stock, notes, contracts, paper, acceptances, rebates, negotiable instruments, contracts, contracts, claims in action, and general intangibles, now owned or hereinafter acquired, and all proceeds, profits and benefits thereon, substitutions, replacements, and additions of property and accessories thereto.*

RECORD FEE 11.00  
 1986 OCT 6 AM 10:37  
 OCT 6 86  
 CR CLERK

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 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)

MARYLAND YAMAHA INC  
*[Signature]*  
 Edward F. CHALK Pres.  
 (Type or print name under signature)

ITT Commercial Finance Corp. (Seal)  
 (Corporate, Trade or Firm Name)  
*[Signature]*  
 Signature of Secured Party or Assignee  
 BRANCH OPERATIONS MANAGER  
 (Owner, Partner or Officer and Title)  
 (Signatures must be in ink)

1986 OCT -6 AM 10:37  
 E. AUBREY COLLISON  
 CLERK

1150

Mailed to Secured Party

Clerk of the Circuit Court  
Anne Arundel County  
P.O. Box 71  
Annapolis, Maryland 21404

BOOK 503 PAGE 429

~~264059~~

ILD-141

File No. \_\_\_\_\_

Record Reference: Liber \_\_\_\_\_

Folio \_\_\_\_\_

**TERMINATION STATEMENT**

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

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

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number:.....249290.....;

Record Reference: Liber.....466..... Folio.....332.....;

Date of Filing:.....October 10, 1983.....

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

Walt's Service Center, Inc.

Rte. 175 & Balt.-Wash. Parkway  
Jessup, Maryland 20794

3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK  
390 Main Street  
Laurel, Maryland 20707

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

Mailed to Secured Party

Dated: September 16, 1986

THE CITIZENS NATIONAL BANK

Name of Secured Party

Signature of Secured Party

Julia A. Brittingham  
Operations Officer

Type or Print (Include Title if Company)

1986 OCT -6 AM 10:37

E. AUBREY COLLISON  
CLERK

155

264060

FINANCING STATEMENT

Debtor(s)

Date: Sept. 2, 1986

Name: PAMELA AIRHART RANDALL HAYES  
Address: 1939 HILLTOP RD 8385 HILDA AVE.  
JESSUP, MD 20794 PASADENA, MD 21122

Secured Party: Tower Federal Credit Union  
P.O. Box 123  
Annapolis, Maryland 20701

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

Mobile Home - See Addendum

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

MOBILE HOME PARK

3. Proceeds of collateral  are  are not covered.

4. Products of collateral  are  are not covered.

5. This transaction  is  is not subject to a recordation tax.

If subject to tax: Amount Financed \$13,000.00 Recordation Tax \_\_\_\_\_

Debtor(s):

Pamela J. Airhart  
(Signature)

PAMELA J. AIRHART  
(Type or Print)

Randall D. Hayes  
(Signature)

RANDALL D. HAYES  
(Type or Print)

Secured Party:

Tower Federal Credit Union

By: Karen Squatrito

TO: THE FILING OFFICER:

After recordation please mail to:

Tower Federal Credit Union  
P.O. Box 123  
Annapolis Junction, Maryland 20701

TFCU #469 (.25M)

Box 123/Annapolis Junction/Maryland 20701/301-688-6486

RECORD FEE 12.00  
FILING FEE .50  
TOTAL FILING FEE 12.50  
OCT 6 86

CR  
CLERK

1986 OCT -6 AM 10:38  
E. AUBREY COLLISCH  
CLERK

1250 Mailed to Secured Party

1150

MARYLAND FINANCING STATEMENT

264061

(xx) Not Subject to Recordation Tax (C/S/C)

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

1. LESSEE Severn Graphics, Inc.  
7590 Ritchie Highway (Name or Names)  
Glen Burnie, Maryland 21061 (Address)

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

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.  
P.O. Box 116 (Name or Names) Baltimore, Md. 21203  
(Address)

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

See Attached Schedule A

RECORD FEE 11.00  
POSTAGE .50  
BALTIMORE COUNTY CLERK  
OCT 6 1986

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

LESSEE

LESSOR

Severn Graphics, Inc.

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: James T. Russell - Treas.  
(Title)  
James T. Russell

By: Brian G. Connelly - Mgr.  
(Title)  
Brian G. Connelly

(Type or print name of person signing)

(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)

Return to:

(Type or print name of person signing)

Baltimore Federal Financial, F.S.A.  
P. O. Box 116  
Baltimore, MD 21203  
Attn: Nancy Gaynor

OP  
BALTIMORE COUNTY  
1986 OCT -6 AM 10:38  
AUBREY COLLISON  
CLERK

1150

D

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. \_\_\_\_\_  
dated \_\_\_\_\_.

BOOK 503 PAGE 432

<u>Quantity</u>	<u>Description</u>
7	Super Chromega D5XL Enlargers with Power Supply
7	Voltage Stabalizer
7	50mm F 2.8 Rodagon Lens
7	80mm F 4.0 Rodagon Lens
7	135 mm F 5.6 Rodagon Lens
7	2 1/4 x 2 1/4 Negative Carrier
7	4 x 5 Negative Carrier
7	35 mm Slide Carrier
7	Wall Mounts
7	Wall Brace
7	BESELER TIMER
7	35mm Negative Carrier

Mailed to Secured Party

Approved and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 198 \_

Lessee: Severn Graphics, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: *John T. Russell* By: *Brian G. Connelly*

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

264062

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 Lonergan's Charter Service, Inc.

Address 1109 Boucher Avenue, Annapolis, Maryland 21403

2. SECURED PARTY

Name First Maryland Leasecorp

Address 25 South Charles Street

Baltimore, Maryland 21201

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

RECORD FEE 11.00  
POSTAGE .50  
REGISTER CITY SOL 108.52  
OCT 5 86

3. Maturity date of obligation (if any) \_\_\_\_\_

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

Eleven (11) International school buses, one (1) 1982 Jeep Laredo Pick-Up Truck, and one (1) 1985 Cadillac Eldorado two door sedan.

Name and address of Assignee

The above described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing. As further described in Schedule A attached.

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)

Lonergan's Charter Service, Inc.

John J. Lonergan, Sr.  
(Signature of Debtor)

John J. Lonergan, Sr. - President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

(Signature of Secured Party)

William R. Brown - Account Executive  
Type or Print Above Signature on Above Line

CR  
CLERK

1986 OCT -6 AM 10:38

8 AUBREY COLLISON  
CLERK

## SCHEDULE A

Three (3) new 1986 International Model 1853 school buses with 66 passenger Thomas school bus bodies.

s/n's 1HVLPHYN8GHA57871  
1HVLPHYN3GHA57860  
1HVLPHYN2GHA57865

One (1) 1985 Cadillac Eldorado two door sedan  
s/n 1G6EL5788FE665927

One (1) 1978 Model 1703 International school bus with 66-passenger Thomas school bus body  
s/n DO822HHB32647

One (1) 1977 Model 1703 International school bus with 66-passenger Thomas school bus body  
s/n DO822GHB23102

Three (3) 1975 Model 1703 International school buses with 66-passenger Ward school bus bodies  
s/n's DO822EHB41170  
DO822EHB41214  
DO822EHB41166

One (1) 1982 Jeep Laredo Pick-Up Truck  
s/n 1JTNA25N3CT049777

One (1) 1983 Model 1853 International school bus with a 66-passenger Thomas school bus body  
s/n 1HVBA1851DHA23657

One (1) 1984 Model 1853 International school bus with a 64-passenger Thomas school bus body, diesel engine, automatic transmission, air brakes, I.C.C. package  
s/n 1HVLPHYN8EHA47175

One (1) 1985 Model 1853 International school bus with a 66-passenger Thomas school bus body  
s/n 1HVLPHYN4FHA28107  
18093 (bus body)

Mailed to Secured *g.g.L.*

264063

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Clerk Circuit Court Anne Arundal County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 660,000.00. 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 Anne Arundel Co Courthouse \$ 420.00 9/16/86

5. Debtor(s) Name(s) J E Smith Company Address(es) 10 Md. Route 3 South  
Millersville, Md. 21108

RECORD FEE 11.00  
STAMP TAX 437.00  
50

6. Secured Party Maryland National Bank Address Maryland National Bank  
Attention: LDRU PO BOX 17327  
Baltimore, Md. 21203

1986 OCT 17 10:11  
16 86

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, contractual 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.

J E Smith Company (Seal)  
By: M. E. Smith (Seal)  
Name: M. E. Smith-President  
Title: Pres. (Seal)

Secured Party  
Maryland National Bank  
William E. Rinehart (Seal)  
Vice President  
Type name and title

1986 OCT -6 AM 10:38  
SUPPLY COLLECTION  
DEPT

207-95 REV 7/85

MARYLAND NATIONAL BANK

RETURN TO:  
MARYLAND NATIONAL BANK  
ATTN: LEGAL DOCUMENTATION  
REVIEW UNIT  
P.O. BOX 17372  
BALTIMORE, MARYLAND 21203

115  
4620-50 77

4245627-9001

BOOK 503 PAGE 436

Schedule A

This is the Schedule A given to Maryland National Bank as referenced  
in the Financing Statement and Security Agreement.

264069

Description of Property:

- 1 Staude Gladiator window box machine      serial #800-001/3
- 1 Bobst super autoplaten model ST-130-E  
36 $\frac{1}{2}$ X51 $\frac{1}{4}$  automatic die cutting, creasing, embossing and waste stripping press

1150

264180

BOOK 503 PAGE 437

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) Don's Trash Service, Inc. Address(es) 519 Sylvview Drive  
Pasadena, Maryland 21122

6. Secured Party Maryland National Bank Address P.O. Box 17372  
 Attention: LDRU Baltimore, Maryland 21203  
 (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, contractual 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.

Donald E. Warrenner, Jr., Inc. (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank  
Michael J. Kemper (Seal)  
 Michael J. Kemper, Vice President  
 Type name and title

207-95 REV 7/85

MARYLAND NATIONAL BANK



1130

RECORDED  
 ANNE ARUNDEL COUNTY  
 1986 OCT -6 AM 10:39  
 AUBREY COLLISON  
 CLERK

FINANCING STATEMENT

1.  To Be Recorded in the Land Records at \_\_\_\_\_  
 2.  To Be Recorded among the Financing Records at Anne Arundel County, State of MD.  
 3.  Not subject to Recordation Tax.  
 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 39,000.00. 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 Anne Arundel Co Crutcher \$273.00 9/5/86

5. Debtor(s) Name(s): The Aquarium, Inc. T/A Aquarium Products Address(es): 180-L Penrod Court Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank Address: Department - P. O. Box 17372  
Attention: LDRU Post Office Box 987 - Mailstop  
Baltimore, Maryland 21203  
 (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, contractual 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):

See attached Schedule A

Debtor: The Aquarium, Inc. T/A Aquarium Products

Secured Party: Maryland National Bank

By: A. Merrill Cohen, Pres. (Seal)  
 Type name and title, if any

By: Kelly T. Collett (Seal)

By: A. Merrill Cohen, President (Seal)  
 Type name and title, if any

By: Kelly T. Collett,  
 Type name and title Assistant Vice President

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

12-273-80

1986 OCT -6 AM 10:39  
 E. AUBREY COLLISON  
 CLERK

0106823-1001

SCHEDULE A

THIS SCEDULE A is attached to and made a part of a Financing Statement to Maryland National Bank from The Aquarium, Inc. T/A Aquarium Products.

SPECIFIC EQUIPMENT:

One Avery Model 8005FB Series Automatic Labeling System, consisting of:

- Two Model 500-4" automatic labeling heads with clutch/brake control, photoelectric label sensors and direct mechanical drive.
- One photoelectric product sensing system.
- One 3-1/4" x 8' Delrin plate product conveyor with adjustable guide rails and stainless steel side plates.
- Two brush applicator assemblies.
- Two sets of double infeed metering screws for two product sizes.
- One mechanically driven top holddown belt assembly.
- Two x/y slide bases for precision labeler adjustments.
- One Model D-12 debosser, including one line type chase and twenty (20) characters of 8 point steel type.
- Overhead electrical enclosure.
- One carbon steel machine frame to support and house all mechanical parts and pneumatic controls, with casters and leveling screws.

1450

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B) Annotated Code of Maryland. The secured party certifies that the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

借款證明的保證單

Liber. 494  
Pg. 532

Austin Wah  
Austin Wah, Secured Party

Dated: 9/18/86

Kim Wah  
Kim Wah, Secured Party

RECORDED FE 14.00  
POSTAGE .50  
CITY OF BALTIMORE MD 21201  
OCT 6 1986

Maurice Basson  
712 Court Square Bld  
Beth MD  
21202

J.E. COLLISON  
CLERK

RECORDED BY CLERK  
CITY OF BALTIMORE

1986 OCT -6 AM 10:39

J. ALBERT COLLISON  
CLERK

RECORDED  
POSTAGE .50  
CITY OF BALTIMORE MD 21201  
FEB 11 1987

RECORDED 14 MAR 3 1987

RECORDED BY CLERK  
CITY OF BALTIMORE

264182

BOOK 503 PAGE 441

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)  
Historic Inns of Annapolis  
16 Church Circle  
Annapolis, MD. 21401

2. Secured Party(ies) and address(es)  
LEASING SYSTEMS, INC.  
1413 K Street - Suite 1200  
N.W. Wash., D.C. 20005

3. Maturity date (if any):

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

RECORDED FEE 11.00  
INDEX FEE 1.00  
TOTAL FEE 12.00  
SEP 8 '86

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

1 Micros Model 1370/32K Point of Sale Terminal, 4 Micros Electronic Terminals w/ICM w/2 remote Printers #6460,6461, 1 Printer Controller #2577

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

NS&T BANK, NATIONAL ASSOCIATION  
15th Street & New York Avenue  
Washington, D.C. 20005

"Not subject to recordation tax"

#15600

RECORDED  
INDEXED  
1986 OCT -6 AM 10:39  
J. ALBERT COLLISON

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:

Historic Inns of Annapolis

LEASING SYSTEMS, INC.

By: Paul P. Peterson  
Signature(s) of Debtor(s)

By: Lee E. Nathan  
Signature(s) of Secured Party(s)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

BOOK 503 PAGE 442

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 260538 recorded in Liber 495, Folio 72 on February 25, 1986 (date)

1. DEBTOR(S):

Name(s): Ray L. Gunn, T/A The Jewelers' Gallery  
 Address(es): 159 Main Street, Annapolis, Maryland 21401-2002  
4541 Coastal Highway, 45th Street Village, Ocean City, Maryland 21842-3245

2. SECURED PARTY:

Name: First Federal Savings and Loan Association of Annapolis  
 Address: 1832 George Avenue, 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 collateral described therein or such part thereof as is described in Item 8 below.
- 6. (XX) 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. To record an increase in the amount of security interest to \$100,000.00 on inventory. Not subject to recordation tax.

9. DEBTOR:

Ray L. Gunn, Individually and  
T/A The Jewelers' Gallery

SECURED PARTY:

First Federal Savings and Loan Association of Annapolis  
 By Raymond L. Sleater  
Raymond L. Sleater, Vice President  
 (Type Name and Title)

*1550*

10:40  
 10:27  
 17 1986

J.F. COLLIER  
 CLERK

1986 OCT - 6 AM 10:39  
 E. AUSTIN COLLISON

FINANCING STATEMENT

443  
300 503 443 261183

- 1.  To be recorded in the Land Records.
- 2 ~~XX~~  To be recorded among the Financing Statement Records.
- 3 ~~XX~~  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) Address(es)  
 Hunt Supply Company 6 Brenda Court  
 Severna Park, Maryland 21146

6. Secured Party Address 1832 George Avenue  
 First Federal Savings & Loan Association of Annapolis Annapolis, Maryland 21401  
 Attention: C. Partridge- Loan Clerk  
 (Type name & Title)

RECORDED FEE 11.00  
 INDEX FEE .50  
 OCT 6 1986

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.

~~XX~~  **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, contractual 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 substitutions 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 Hunt Supply Company  
 By: Augusta H. Hunt (Seal)  
 Augusta H. Hunt, President (Seal)

OCT - 6 AM 10:39  
 SEVERNA PARK, MD  
 21146

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.  
 2-2820 (3/85)

264184

BOOK 503 PAGE 444

FINANCING STATEMENT

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

1. Name of Debtor(s): Hew, Inc.  
Address: P.O. Box 245  
Jessup, Maryland 20794

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910  
REPLY TO: Suite 100 Clark Bldg.  
5565 Sterrett Place  
Columbia, Maryland 21044

3. This Financing Statement covers the following types (or items) of property:  
A first lien security interest under the Uniform Commercial Code of Maryland on all furniture, fixtures, machinery, equipment and inventory now owned or hereafter acquired.  
A first lien security interest under the Uniform Commercial Code of Maryland on accounts receivable and contract rights now in existence or hereafter created.

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:

RECORD FEE 11.00  
POSTAGE .50  
OCT 4 1966

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): HEW, INC.

*Harry E. Williamson*  
.....  
Harry E. Williamson  
.....

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *W. Stephen Pindell*  
.....  
W. Stephen Pindell, Assistant 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.)

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

11.025



RECEIVED IN RECORDS  
JAN 11 1966

1966 OCT -6 PH 2:49

E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

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

Corson and Gruman Company

8111 Annapolis Junction Road, Jessup, Maryland 20794

Name of Secured Party or assignee

No.

Street

City

State

American Security Bank, N.A. 1501 Pennsylvania Avenue, N.W., Washington, D.C. 20013

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 "Schedule A" attached hereto and made a part hereof by reference.

RECORD FEE 17.00  
POSTAGE 2.00  
SERIALS 1345 1045-45  
OCT 7 88

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.

See "Schedule B" attached hereto and made a part hereof by 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 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)

CORSON AND GRUMAN COMPANY

AMERICAN SECURITY BANK, N.A. (Seal)

(Corporate, Trade or Firm Name)

By: James T. Branson  
PRESIDENT

By: H.S. Dewing  
Signature of Secured Party or Assignee  
VICE PRESIDENT

(Type or print name under signature)

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

\*The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land herein described is located and given as security in connection with the same loan.

C.B. CLERK

1986 OCT -7 AM 9:24

E. AUDREY COLLISON  
CLERK

1750

SCHEDULE "A" TO FINANCING STATEMENT

All machinery, apparatus, equipment, fittings, fixture, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants, which, according to the terms of any applicable leases, may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon that certain real property more particularly described in the Financing Statement attached hereto and made a part hereof by reference (the "Real Property") or any part thereof, and used or usable in connection with any present or future operation of the Real Property (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, surveillance and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior to the lien of this Financing Statement; and

Any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Equipment as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Real Property, to the extent of all amounts which may be secured by the lien of this Financing Statement at the date of receipt of any such award or payment by Debtor.

SCHEDULE "B" TO FINANCING STATEMENT

BOOK 503 PAGE 448

Lot numbered One (1) in the subdivision known as the "Corman Property," as per plat recorded in Plat Book 93 at Plat 4859, among the Land Records of Anne Arundel County, Maryland.

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

BOOK 503 PAGE 449

DATE: Sept. 17, 1986

264186

- ( X ) Not Subject to Recordation Tax  
( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(S): International Sailing Products, Inc.

ADDRESS: 318 Sixth Street  
Annapolis, Md. 21403

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:

Beltron 8088-2 Turbo Computer, serial # 8609071  
Magnavox Monitor, serial # 40121651  
Epsom Printer  
Plus all peripheral equipment

DEBTOR(S):

Paul Murphy  
Paul Murphy, President

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: Robert Mann  
(Authorized Signature)

Robert Mann, Commercial Loan 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.)

RECORDING FEE 11.00  
RECORDING 1.50  
ANNAPOLIS, MD 21403

150  
OCT 7 86



RECEIVED  
ANNAPOLIS, MARYLAND  
1986 OCT -7 AM 11:25  
E. AUBREY COLLISON  
CLERK

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. \$ \_\_\_\_\_

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

This financing statement Dated 9/16/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Major Vend, Inc.  
Address 1548 Lodge Pole Ct. Annapolis, MD 21401

2. SECURED PARTY

Name State Sales & Service Corporation  
Address 7160 Ambassador Road  
Baltimore, MD 21207

RECORDED FEE 11.00  
INDEXED FEE 1.20  
OCT 7 1986

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

Return To: PCA, P.O. Box 508, Balto., Md. 21203

3. Maturity date of obligation (if any) \_\_\_\_\_

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

- 1- Mars Micro Mech MC5000 Changer #603-21791
- 1- Rowe 4900 Jr. Snack 32 Sel #4851

CHECK  THE LINES WHICH APPLY

- (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)

Major Vend, Inc.  
(Corporate or Trade Name)

*Louis Chernock*  
(Signature of Debtor)

Louis Chernock, Pres.  
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

State Sales & Service Corporation

*Stephen B. Koenigsberg*  
(Signature of Secured Party)

Stephen B. Koenigsberg, Exec. V.P.  
Type or Print Above Signature on Above Line

1986 OCT -7 AM 11:25  
E. AUBREY COLLISON  
CLERK

1150

264188

BOOK 503 PAGE 451

### FINANCING STATEMENT

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

DEBTOR Helen D. Graff  
(Name or Names)

7959 Telegraf Rd. 156A Severn, MD 21144  
(Debtor's Address—Street No., City, County, State)

SECURED PARTY Carey Sales & Service, Inc.  
(Dealer's Name)

3141-47 Frederick Avenue Baltimore, MD 21229  
(Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE  
BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

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
Beverage-Air	Bottle Box	4023057		DW49V	

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

n/a

3. This transaction (is) ~~(is not)~~ exempt from the Recordation Tax. Consideration \$ \_\_\_\_\_

Dated this 21 day of July 1986

Witness: Joyce Lammers  
Joyce Lammers

Helen D. Graff Debtor  
Helen D. Graff Signs

Attest: Donna J. Adcock  
Donna J. Adcock

Jacqueline Pundzak Secured Party  
VP

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

RECEIVED BY RECORDER  
BALTIMORE COUNTY  
1986 OCT -7 AM 11:26  
E. AUBREY COLLISON  
CLERK

1250

201189

BOOK 503 PAGE 452

### FINANCING STATEMENT

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

DEBTOR Harry L. McGowan  
(Name or Names)

1141 Baltimore & Annapolis Blvd., Arnold, Md. 21012  
(Debtor's Address—Street No., City, County, State)

SECURED PARTY Carey Sales & Service, Inc.  
(Dealer's Name)

3141-47 Frederick Avenue, Baltimore, Maryland 21229  
(Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE  
BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

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
Jordan	2-door Refrigerator	F4860186C		AKT-48	

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

n/a

3. This transaction (is) ~~(is not)~~ exempt from the Recordation Tax. Consideration \$ \_\_\_\_\_

Dated this 10 day of September, 1986

Witness:  
Joyce Lammers  
Joyce Lammers

Harry L. McGowan  
Harry L. McGowan  
Debtor  
Signs

Attest:  
Jan Pundzak  
Jan Pundzak

Jacqueline Pundzak  
Jacqueline Pundzak, VP  
Debtor  
Signs  
Secured Party

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

77-064

11.50

RECORD FEE 11.00  
SEARCH FEE .50  
TOTAL 11.50  
OCT 7 1986

1986 OCT -7 AM 11:26  
E. AUSPEY COLLISON  
CLERK

264190

BOOK 503 PAGE 453

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)  
Christopher Miller  
Kelly Miller  
Patuxent Mobile Estates #50  
Lothian, Maryland 20820

2 Secured Party(ies) Name(s) and Address(es)  
Chesapeake Mobile Homes of Laurel, Inc.  
P.O. Box 288  
Millersville, Maryland 21108

4 For filing Officer, Date, Time, No. Filing Office  
FILING FEE 12.00  
FILING STAMP .50  
OCT 7 1986

5 This Financing Statement covers the following types (or items) of property  
1987 Holly Park Homes, Inc., "Forest Park" Mobile Home Brown/White, 60 X 14, Serial # 01-FP-16647

6 Assignee(s) of Secured Party and Address(es)  
Philadelphia Savings Fund Society  
1234 Market Street, 9th Floor  
Philadelphia, PA 19107

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 in Item 8.)

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): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> 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: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).					

By Christopher Miller Kathleen Douglas, Office Mgr.  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked.)

(1) FILING OFFICER COPY - NUMERICAL  
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

1230

C.B. CLERK

1986 OCT -7 AM 11:26

E. AUBREY COLLISON  
CLERK

BOOK 503 PAGE 454

201191

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 Shear Delight, Inc. t/a Sun Spa, Ltd.  
Address Lake Shore Shopping Center Pasadena, Md. 21122

2. SECURED PARTY

Name Crown Leasing, Inc.  
Address P. O. Box 32071 23 Walker Avenue Pikesville, 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 lease

4. This financing statement covers the following types (or items) of property: (list)  
-2- Wolfe (forever tan) model 2400 tanning bed.

RECORDED 17.00  
INDEXED 109.02

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:

Arnold Prigal Beauty Equipment  
P. O. Box 21548  
Baltimore, Md. 21208

William Merkel  
(Signature of Debtor)

William Merkel, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Randolph M. Vaillancourt  
(Signature of Secured Party)

Randolph M. Vaillancourt, V.P.  
Type or Print Above Signature on Above Line

12

RECORDED IN RECORDS  
CLERK E. AUBREY COLLISON  
1986 OCT -7 AM 11:27  
CLERK

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. \_\_\_\_\_

Not Subject to Recording Tax  
(Lease Agreement with Nominal Purchase Option)

264192

1. LESSEE:

RACQUETS INTERNATIONAL INC.  
218 MD Route 3  
Millersville, MD 21108

BOOK 503 PAGE 455

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  
SEARCH FEE .50  
STATE OF MARYLAND 007104  
OCT 7 1986

3. ASSIGNEE (if any) OF LESSOR:

EQUITABLE BANK, N.A.  
100 South Charles Street  
Baltimore, MD 21201

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 NEW 4 Ton Solar Refrigeration Unit Complete with all attachments  
to heat hot water using existing hot water tank as a back up.

S/N A860217-34

Including all present and future attachments and accessories.

RECORDED  
1986 OCT -7 AM 11:27  
E. AUBREY COLLISON  
CLERK  
C.B. 1986

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

RACQUETS INTERNATIONAL INC.  
Name of Lessee

BUTLER AND COMPANY, INC.  
Name of Lessor

BY: [Signature]  
Signature of Lessee

BY: [Signature]  
Signature of Lessor

LEW GERRARD Vice President  
Type or Print Name, include title

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

2128

1750

D

~~264069~~

BOOK 503 PAGE 456

Statement for Reg. of Deeds or Secy. of State - Uniform Commercial Code		For Filing Officer
<b>1</b> Debtor(s) (Last Name First) and Address(es) 4-A Rentals 1919 Lincoln Drive Annapolis, MD 21401	<b>2</b> Secured Party of Record and Address WACKER Corporation N92 W15000 Anthony Ave. Menomonee Falls, WI 53051	REGISTERED FEE 10.00 FILING FEE 2.00 OCT 7 1976 J.F. CLERK 1976 OCT -7 AM 11:27 AUSTRY COLLECTIONS CLERK
<b>3</b> No. of Additional Sheets Presented		
<b>4</b> This statement refers to original Financing Statement filed on <u>January 19, 1977</u> File No. <u>207253</u> <input type="checkbox"/> Sec. State - OR - <input checked="" type="checkbox"/> <del>XXXXXXXXXX</del> <u>Circuit Court</u> <u>Anne Arundel</u> County		
<b>5</b> <input checked="" type="checkbox"/> <b>Continuation</b> - The Financing Statement is still effective. <b>6</b> <input type="checkbox"/> <b>Amendment</b> - Financing Statement amended as set forth in Item 11. Signature of Debtor required at Item 12 unless amendment only changes name or address of either party. <b>7</b> <input type="checkbox"/> <b>Release</b> - Secured Party releases only the collateral described in Item 11. <b>8</b> <input type="checkbox"/> <b>Termination</b> - Secured Party no longer claims a security interest under the Financing Statement. <b>9</b> <input type="checkbox"/> <b>Partial Assignment</b> - Some of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11. A description of the collateral subject to the assignment is also set forth in Item 11. <b>10</b> <input type="checkbox"/> <b>Full Assignment</b> - All of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11.		
<b>11</b>		
<b>12</b> Necessary Only For Amendment. See Item 6. _____ SIGNATURE OF DEBTOR _____ TITLE _____ SIGNATURE OF DEBTOR _____ TITLE		<b>13</b> Not valid unless signed by Secured Party <i>R.H. Foley</i> TYPE OR PRINT NAME OF SECURED PARTY OF RECORD <b>R.H. Foley - Credit Manager, WACKER</b> BY: _____ SIGNATURE OF SECURED PARTY OF RECORD OR ITS REPRESENTATIVE

1070  
(1) Filing Officer Copy - Alphabetical

1080

501200 00000 844 936  
CC = 540 - 22000.00  
24 months - maturity 9/88



MARYLAND NATIONAL BANK  
We want you to grow.<sup>SM</sup>

264193

BOOK 503 PAGE 457

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) United Propane, Inc. Address(es) 205 Najoles Road  
Millersville, Maryland 21108

6. Secured Party Maryland National Bank Address 7310 Ritchie Highway  
Glen Burnie, Maryland 21061  
Attention: F. Hughes

RECORD FEE 11.00  
POSTAGE 50  
ACR076 CTTT 1101 109.09  
OCT 7 86

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, contractual 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.

United Propane, Inc.  
 \_\_\_\_\_ (Seal)  
 Robert Pascal, Chairman of the Board  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank  
M. Faye Hughes, Sr. (Seal)  
 Branch Officer  
 Type name and title

1986 OCT -7 AM 11:27  
 ANNE ARUNDEL COUNTY  
 CLERK

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

1120-

SCHEDULE A

THIS SCHEDULE A is attached to and made part of a Financing Statement/  
Security Agreement \_\_\_\_\_

\_\_\_\_\_  
Financing Statement

- 1 Case Model 580 C Backhoe Loader-serial #9003850
- 1 Model 9DOW Eager Beaver Trailer serial # 11200D306GS090999

264194

BOOK 503 PAGE 459

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) Address(es)  
 H & H Pool Chemicals & Supplies, Inc. 7614 Balto. Annapolis Blvd.  
 Glen Burnie, Maryland 21061

6. Secured Party Address  
 Maryland National Bank 7310 Ritchie Highway  
 Attention: F. Hughes Glen Burnie, Maryland 21061  
 (Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

*[Handwritten mark]*

RECORD FEE 11.00  
 FORTHE .50  
 22389 0777 801 109:21  
 OCT 7 1985

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, contractual 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.

H & H Pool Chemicals & Supplies, Inc.  
 \_\_\_\_\_ (Seal)  
*George Hartmann* (Seal)  
 George Hartmann, Pres.  
*Dolores R. Hartmann* (Seal)  
 Dolores Hartmann, Vice Pres.

Secured Party  
 Maryland National Bank  
*M. Faye Hughes* (Seal)  
 M. Faye Hughes, Sr. Branch Officer  
 Type name and title

1985 OCT 7 AM 11:27  
 COLLISION  
 ERK

*11/50*

SCHEDULE A

200- 503 460

THIS SCHEDULE A is attached to and made a part of a  
Security Agreement/Financing Statement

---

- 1 Water Lab Analysis Upgrade
- 1 TRP III Computer System 14" Screen

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 9/22/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sarro/Siegel Leasing Partnership

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street

Baltimore, MD 21202

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)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Aug. 5, 1986, Schedule # 01, dated Aug. 5, 1986 between Assignor as Lessor and LEASE ACCOUNT # 685080 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 9.9.86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORD FEE 12.00  
10/2/86  
ARUNDEL COUNTY MD 10/2/86  
OCT 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)

SARRO/SIEGEL LEASING PARTNERSHIP

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

12/20

2275  
ECSC/ SS

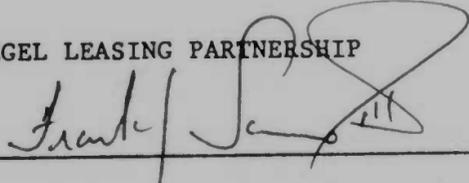
1986 OCT -7 AM 11:27  
E. AUBREY COLLISON  
CLERK

C.B. BIRK

EQUIPMENT LIST

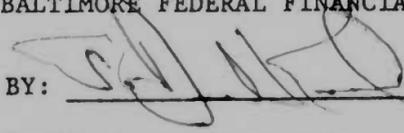
- 1 General Automation 1758 Computer S/N 2416  
w/ 47MB  
512 KB Memory  
6 I/O Port  
1 Parallel Printer Port
- 3 ADDS Viewpoint Color CRT(s)
- 1 Data Products 8010 Printer
- 1 Auto Dialer
- 1 Modem  
  
With Command Center Program

SARRO/SIEGEL LEASING PARTNERSHIP

BY: 

TITLE: Frank J. Sarro, III, Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: 

TITLE: J. David Kommalan, Sr. V.P.

264196

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 9/22/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

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 Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, MD 21202

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)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Aug. 13, 1986, Schedule #01, dated Aug. 14, 1986 between Assignor as Lessor and LEASE ACCOUNT #683180-1 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 9/9/86 between Assignor and Assignee:

- 1 (one) TeleVideo PM/4T 20 Meg. Hard Disc Computer for User S/N 85080128A
- 1 (one) Baby/36 Width/DFU (Language) S/N L-01361
- 1 (one) TeleVideo TeleCat-286AT 30 Meg.

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)  
TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.  
(Signature of Debtor)  
Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A

J. David Kommalan, Sr.  
(Signature of Secured Party)

J. David Kommalan, Sr. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

1150

2274  
TELY/SYS

C.B. BIRK  
1986 OCT -7 AM 11:28  
E. AUBREY COLLISON  
CLERK

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 9/18/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TMR, Inc.  
Address 1410 Forest Drive; Annapolis, MD 21401

2. SECURED PARTY

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway  
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)

- |  |   |
|--|---|
| 1 (One) Custom Triple Lower Shampoo Bulkhead | 3 (Three) Formatron Dryer Chairs                                |
| 3 (Three) Belv. #3800-622-403 Porc. Bowls    | 1 (One) K-Line #324 Combo Mani Table                            |
| 3 (Three) Pibbs #768 Shampoo Bowls           | 3 (Three) Helene Curtis Cool-Temp Dryers                        |
| 9 (Nine) Formatron Styling Chairs            | 1 (One) Custom 72" Curved Reception Desk                        |
| 9 (Nine) Custom Styling Stations             | 1 (One) Precision 24" Coat Rack                                 |
| 1 (One) Custom Tinting Station               | 2 (Two) Ergospec Receptionists Mani Operator<br>Air Lift Chairs |

All Machinery, Equipment, Accounts Receivable, and Inventories now owned or hereafter acquired including products and proceeds 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)

TMR, INC.

Teresa M. Ristiano president  
(Signature of Debtor)

Teresa M. Ristiano - President  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

TRANS-AMERICAN LEASING CORPORATION

Ellen G. Gode  
(Signature of Secured Party)

ossie Mar.  
Type or Print Above Name on Above Line

C. B. CLERK

1986 OCT -7 AM 11:28  
E. AUBREY COLLISON  
CLERK

11/20-

BB

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

BOOK **503** PAGE **465**

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 244991 recorded in Liber 455, Folio 600 on November 15, 1982 (date).

1. DEBTOR(S):  
Name(s): Tri-State Credit Corporation  
Address(es): 24 Crofton Lane  
Crofton, Maryland 21114

2. SECURED PARTY:  
Name: Equitable Bank, National Association  
Address: 100 South Charles Street  
Baltimore, Maryland 21201

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 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.

RECORDED  
INDEXED  
FEE  
1.00  
1.00  
1.50  
204576 117 001 109129  
OCT 7 1986

J.F. COLLISON  
CLERK  
1986 OCT -7 AM 11:28  
E. AUBREY COLLISON  
CLERK

1050

9. DEBTOR:  
Tri-State Credit Corporation  
Return recorded document to:  
Annapolis Federal Savings & Loan  
Consumer/Commercial Lending  
P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

SECURED PARTY:  
EQUITABLE BANK, National Association  
By Michael S. Fodel  
Michael S. Fodel  
Assistant Vice President  
(Type Name and Title)

*P.*

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

BOOK 503 PAGE 466

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 242657 recorded in Liber 450, Folio 69 on May 24, 1982 (date).

1. DEBTOR(S):  
Name(s): Tri-State Credit Corporation  
Address(es): 24 Crofton Lane  
Crofton Lane 21114

2. SECURED PARTY:  
Name: Equitable Bank, National Association successor by merger to The Equitable Trust Company  
Address: 100 South Charles Street  
Baltimore, Maryland 21201

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 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.

RECORDED FE 16.00  
INDEX 1.50  
OCT 29 1986 10:29  
OCT 7 1986

1986 OCT -7 AM 11:28  
EQUITABLE COLLISION  
CLERK



9. DEBTOR:  
Tri-State Credit Corporation  
Return recorded document to:  
Annapolis Federal Savings & Loan  
Consumer/Commercial Lending  
P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

SECURED PARTY:  
EQUITABLE BANK, National Association  
By Michael S. Fodel  
Michael S. Fodel  
Assistant Vice President  
(Type Name and Title)

1550

*P*

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

BOOK **503** PAGE **467**

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 241444 recorded in Liber 446, Folio 470 on February 16, 1982 (date).

1. DEBTOR(S):

Name(s): Tri-State Credit Corporation

Address(es): 24 Crofton Lane

Crofton, Maryland 21114

2. SECURED PARTY:

Name: Equitable Bank, National Association, successor by merger to The Equitable Trust Company

Address: 100 South Charles Street

Baltimore, Maryland 21201

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 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. \_\_\_\_\_

CR  
CLERK

1986 OCT -7 AM 11:28

AUBREY DOLLISCH  
CLERK

9. DEBTOR:

Tri- State Credit Corporation

105

Return recorded document to:

Annapolis Federal Savings & Loan  
Consumer/Commercial Lending  
P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

SECURED PARTY:

EQUITABLE BANK, National Association

By Michael S. Fodel  
Michael S. Fodel  
Assistant Vice President

(Type Name and Title)

12.00

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 A. Wegner, sole proprietor t/a Dart Tree & Stump Removal

Address 1049 Dumbarton Road, Glen Burnie, Maryland 21601

2. SECURED PARTY

Name Trans-American Leasing Corporation

Address The Steffey Building, 407 Crain Highway, Suite 200B  
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)

1 (One) Asplundh Brush Bandit, Serial # 679

Equipped with: Cummins Diesel Engine  
Hour & Tach meter  
Forest Green

All machinery, equipment, accounts receivable, and inventories, now owned or hereafter acquired, including proceeds and products 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)

DAVID A. WEGNER, sole proprietor t/a  
DART TREE & STUMP REMOVAL

(Signature of Debtor)  
x David A. Wegner

Type or Print Above Signature on Above Line  
Owner

(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

Frank James  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with: Anne Arundel County

REC'D

1986 OCT -7 AM 11:28

E. ALBERT COLLISON  
CLERK

1250

1250

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 Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, MD 21202

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)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Jan. 7, 1986, Schedule # 01, dated Jan 7, 1986 between Assignor as Lessor and LEASE ACCOUNT # 687010 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 28, 1986 between Assignor and Assignee:

See Attached Equipment List

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)  
TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan, Sr.  
(Signature of Secured Party)

J. David Kommalan, Sr. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

2268  
PTP

C. B. CLERK

1986 OCT -7 AM 11:28

E. AUDREY COLLISON  
CLERK

1153

1150

EQUIPMENT LIST

BOOK 503 PAGE 470

QUANTITY

DESCRIPTION

2 Special SENTINEL/LYLE Models 130ft electropneumatic thermoformers  
with: Index (standard) 15" x 36"; Index (accuracy) ± .015  
Sheet width, max. 33"

Preheat oven: Calrod type, upper and lower heater banks  
width (efficiency) 30" / length 108"

Number of Zones: 8-zones total  
3-zones top  
3-zones bottom  
2-zones for edge heaters

Forming Press:

Forming Area (width x length) 30" x 35"  
Press tonnage 77 ton  
Max stroke (top & bottom) 7"  
Shut height 21 1/4"  
Pneumatic actuated toggles 2" diameter  
Solid top & bottom beams 8" x 8"  
Solid side plates 1 1/2" x 8"  
Platen Guides 2' square  
Adjustable daylight (tool  
variations (one point wedge) 1/4"

Trim Press: Toggle operated rule die

Area (width x length) 30" x 35"  
rated capacity 77 tones  
maximum stroke, top/bottom 7"  
shut height 11 1/4"

Vacuum System:

Pump Size 3 HP bush pump  
Tank size 55 gallons

Material Unwind:

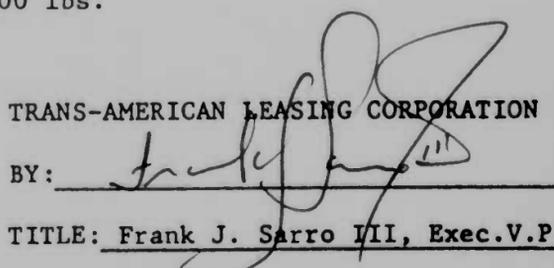
Max roll die 30"  
Max roll weight 500 lbs.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: 

TITLE: J. David Kommalan, Sr. V.P.

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro III, Exec.V.P.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 483

Page No. 371

Identification No. 255956

Dated March 20, 1985

1. Debtor(s) { Frederick L. Willard  
Name or Names—Print or Type  
1656 Homewood Landing Rd., Annapolis, Md 21401  
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank, National Association  
Name or Names—Print or Type  
100 South Charles Street, Baltimore, Md 21201  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>E. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> 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:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00  
POSTAGE .50  
REG. MAIL 109432  
OCT 7 86

1986 OCT -7 AM 11:28  
CLERK CR

Dated: 8-12-86

Equitable Bank, National Association

Name of Secured Party

[Signature]

Signature of Secured Party

Michael J. Fenn, Corporate Banking Officer

Type or Print (Include Title if Company)

LUCEB Broc. Form T-1

RETURN TO: Yvonne M. Kisiel, Esquire  
Whiteford, Taylor & Preston  
7 St. Paul Street  
Suite 1400  
Baltimore, MD 21202

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF  
THE STATE OF MARYLAND, AND IN THE LAND RECORDS AND THE  
FINANCING RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

BOOK 503 PAGE 472

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 483 Page No. 373  
Identification No. 255957 Dated March 20, 1985

1. Debtor(s) { Frederick L. Willard  
Name or Names—Print or Type  
1656 Homewood Landing Rd., Annapolis, MD 21401  
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank, National Association  
Name or Names—Print or Type  
100 South Charles Street, Baltimore, MD 21201  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> 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:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

1986 OCT - 7 AM 11:28  
CLERK



RECORD FEE 10.00  
MAY 1986  
OCT 7 86

Dated: 8-12-86 Equitable Bank, National Association  
Name of Secured Party  
By: [Signature]  
Signature of Secured Party  
Michael J. Fava, Corporate Banking Officer  
Type or Print (Include Title if Company)

LUCEB BROK FORM T-2

10550

RETURN TO: Yvonne M. Kisiel, Esquire  
Whiteford, Taylor & Preston  
7 St. Paul Street  
Suite 1400  
Baltimore, MD 21202

9

264200

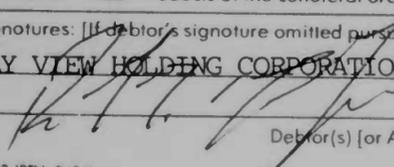
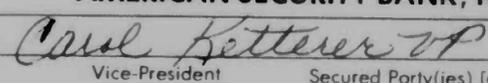
BOOK 503 PAGE 473

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) <del>(Not to Be)</del> Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) <b>Robert A. Ballantine, Inc.</b> 1797 Dorsey Road Hanover, Anne Arundel, MD 21076	Secured Party Name and Address <b>Vic Lewis &amp; Sons, Inc.</b> 1963 Brady Avenue Baltimore, MD 21227	
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> <b>One (1) Used Cat Model D6C Dozer S/N 10K10592</b>		
<small>The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."</small>		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Robert A. Ballantine, Inc.</u>	Secured Party	<u>Vic Lewis &amp; Sons, Inc.</u>
By <u>Robert A. Ballantine</u> (Seal) Title <u>Pres</u>	By	<u>Charles V. Lewis Pres.</u>
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
<u>Robert A. Ballantine</u> <small>Type or print name(s) of person(s) signing</small>		<u>Charles V. Lewis</u> <small>Type or print name of person signing</small>

11.00  
 .50  
 101 709 434  
 10 7 30

1986 OCT - 7 AM 11:28  
 E. AUBREY COLLISON  
 CLERK

264201

<b>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</b>		No. of Additional Sheets Presented:	3. Bank Note No.
1. Debtor(s) (Last Name First) and Address(es): BAY VIEW HOLDING CORPORATION 2113 Bay Drive Annapolis, MD 21401	2. Secured Party(ies) Name(s) And Address(es):  AMERICAN SECURITY BANK, N.A. 15th & PENNSYLVANIA AVE. N.W. WASHINGTON, D. C. 20013	4. For Filing Officer: Date, Time, File No., Filing Office:  RECORD FEE 11.00 POSTAGE .50 RECORD CITY NO. 109234 OCT 7 86  RECORDS SECTION OCT 7 11:28 MURPHY, GILLISON	
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)  <u>Furniture, Fixtures, Equipment and Supplies Collateral.</u> All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds.  <i>NOT SUBJECT TO TAX</i>		5. Assignee(s) of Secured Party; Address(es):   OCT 7 11:28 MURPHY, GILLISON	
<input checked="" type="checkbox"/> Proceeds - <input type="checkbox"/> Products of the collateral are also covered.		6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7.  <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.	
8. Signatures: [If Debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.] BAY VIEW HOLDING CORPORATION		AMERICAN SECURITY BANK, N.A.	
By  Debtor(s) [or Assignor(s)]		By  Vice-President Secured Party(ies) [or Assignee(s)]	



STATE OF MARYLAND

BOOK 503 PAGE 476

264203

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 George's Welding Service
Address 6027 Olson Road, Baltimore, MD 21225

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.
Address 1400 Joh Avenue, 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)

ONE (1) Used Dresser 520B SN 511 (Rental)

Stamp: 11.00, 30, 197.56, OCT 7 1966

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)

George's Welding Service

(Signature of Debtor)

Type or Print Above Name on Above Line

Signature of Debtor

George D. Menzel, Pres.

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Signature of Secured Party

(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line



Vertical stamp: 1966 OCT -7 AM 11:30 E. AUBREY COLLISON CLERK

Handwritten mark: 11/5

264204

BOOK 503 PAGE 477

Debtor or Assignor Form

FINANCING STATEMENT

[X] Not subject to Recordation Tax  
[ ] Subject to Recordation Tax; Principal

[ ] To Be Recorded in Land Records (For Fixtures only).

Amount is \$ 2,000.00

Name of Debtor

George Brady

Address

5963 Franklin Gibson Road  
Tracys Landing, Md. 20869

SECURED PARTY (OR ASSIGNEE)

TRIANGLE TOBACCO WAREHOUSE, P.O. Box 250, Lothian, Maryland: 20711

Attach separate list if necessary

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

*A*

2. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: One half interest in crop of tobacco grown in 1986 on farm of Doris Hoover, Franklin Gibson Road, Tracys Landing, Anne Arundel County, Maryland. Said crop is estimated to be 80,000 plants.

3. [X] Proceeds } of the collateral are also specifically covered.  
[X] Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

*George W Brady*  
George Brady

Secured Party (or Assignee)

TRIANGLE TOBACCO WAREHOUSE, INC.  
~~10000 Lothian Road, Lothian, MD 20711~~  
P. O. Box 250, Lothian, Md. 20711

BY *Bernard Doepkens*  
Bernard Doepkens

Type or print names under signatures

*1/50*



1986 OCT 7 AM 11:30

1986 OCT -7 AM 11:30

E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT FORM UC 7-1

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 recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

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

This financing statement Dated 9/21/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHANNELL, Edward F. & Catherine A.  
Address 3486 Firestone Drive, Ijamsville, MD 21754

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION  
Address 303 Second Street  
Annapolis, MD 21403

RECORD FEE 12.00  
FILING FEE .50  
OCT 7 1985

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)

1978 22'7" Cobalt Condesa fiberglass hull #FGECD054M78G  
1978 260 HP Mercruiser gas engine #4984384

ASSIGNEE:

NEW ENGLAND SAVINGS BANK  
63 Eugene O'Neill Drive  
New London, CT 06320

Home anchorage/winter: Annapolis, MD

CHECK  THE LINES WHICH APPLY

(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)

Edward F. Channell  
(Signature of Debtor)

Edward F. Channell  
Type or Print Above Name on Above Line

Catherine A. Channell  
(Signature of Debtor)

Catherine A. Channell  
Type or Print Above Signature on Above Line

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

NOTE  
C  
B  
U  
1986 OCT -7 AM 11:31  
E. AUBREY COLLISON  
CLERK

1250

Anne  
Annette  
9/15/85

BOOK 503 PAGE 479

264206

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)

McDonald, Edward J.  
230 Constance Ave.  
Severn, MD 21144

2 Secured Party(ies) Name(s) and Address(es)

Green Tree Acceptance, Inc.  
P.O. Box 4488  
Woodbridge, VA 22194

4 For Filing Officer Date Time No Filing Office

5 This Financing Statement covers the following types (or items) of property

1984 Commodore, Nova/Cambridge, Serial #A119096A,  
14 x 70, and all appliances, household goods,  
accessions, accessories, equipment and parts now owned  
or hereafter acquired, all contract rights ~~pertaining to this contract.~~  
pertaining to this contract.

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

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

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)

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)

Edward J. McDonald

Green Tree Acceptance, Inc.

By

*Edward J. McDonald*  
Signature(s) of Debtor(s)

By

*Kelli R. Miller*  
Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(3/83)

1153

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania



RECEIVED FOR FILING

1986 OCT -7 AM 11:31

REPLY COLLISION CLEAR

264207

BOOK 503 PAGE 480

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

RECORD FEE 17.00  
RECORDATION TAX 721.00  
POSTAGE .50

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 103,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR  
Mid-Atlantic Beverage Service, Inc.  
7455-D New Ridge Road  
 (Name)  
Hanover, Maryland 21076  
 (Address)

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Paul W. Zeller  
 (Name of Loan Officer)  
P.O. Box 1596  
 (Address)  
Baltimore, MD 21203

OCT 7 1986

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

1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created 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 (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to 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 (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts Inventory, shall herein be called "Assets", (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

Equipment includes but is not limited to the attached Exhibit "A".

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)  
Mid-Atlantic Beverage Service, Inc. (Seal)  
David H. Carroll, President (Seal)  
 (Signature)  
David H. Carroll, President  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

" I hereby certify that I paid \$721.00 to Anne Arundel County for recordation tax."

Sue Lowe

Sue Lowe, Regional Credit Administrator

BS-0850A-8408

17- 721- 50

## Appendix "A"

Mid-Atlantic Beverage Service, Inc.  
Equipment  
6/30/86

<u>Purchase Date</u>	<u>Description</u>
6/81	Heater
11/82	Steam Jenny
FYE 84	Refresh Equipment
FYE 85	Refresh Equipment
3/85	Refresh Equipment
FYE 85	Refresh Equipment
6/85	Refresh Equipment
6/85	Bunn Coffeemakers
8/85	Computer Printer
9/85	Money Changers
	Coffee Brewers
	Luxfer Cylinders
FYE 85/86	Money Changers
	Coffee Brewers & Plates
	Refresh Equipment
	Metal Cabinets
	Ice Maker
	Used Refresh Equipment
	Microwave Ovens
	Hand Truck
	Forts Machine
	Mimi Tower
	Luskins - Miscellaneous
	Pressure Washer
	Phone system
	Radios

CERTIFICATE FOR ALLOCATION  
OF MARYLAND RECORDATION TAX  
(MULTIPLE COUNTIES)

TO: CLERKS OF Anne Arundel County.

RE: Loan in the principal amount of  
\$ 215,000.00 (the "Loan") to  
Mid-Atlantic Beverage Service, Inc.  
(the "Debtor") from First National Bank of Maryland

With respect to the Loan and the personal property (the "Collateral") securing the Loan, the Debtor certifies to the best of its knowledge and information as follows:

- 1. Value of accounts, general intangibles, inventory, and other exempt Collateral and equipment and other non-exempt Collateral not located in Maryland \$ 392,000
- 2. Value of Equipment and other non-exempt Collateral located in Maryland \$ 363,000
- 3. Total Value of Collateral \$ 755,000

4. Computation of Amount of Debt Exemption from Recordation Tax

Value of Exempt Collateral and Non-Exempt Collateral Not Located in Maryland	x	Total Debt Secured	=	Amount of Debt Exempt from Tax
<u>\$ 392,000</u>	x	<u>\$ 215,000</u>	=	<u>\$ 112,000</u>
<u>\$ 755,000</u>				

5. Amount of Non-Exempt Debt \$ 103,000

6. The Percentages of Non-Exempt Collateral located in each applicable County of Maryland are as follows:

	%
	%
	%
	%

7. Recordation Taxes To Be Paid To Each County:

<u>\$ 721.00</u>	to <u>Anne Arun</u>	County	[( <u>\$ 7.00</u> / \$1,000) x <u>\$ 103</u> ]
<u>\$</u>	to _____	County	[( <u>\$</u> / \$1,000) x <u>\$</u> ]
<u>\$</u>	to _____	County	[( <u>\$</u> / \$1,000) x <u>\$</u> ]
<u>\$</u>	to _____	County	[( <u>\$</u> / \$1,000) x <u>\$</u> ]

BOOK 503 PAGE 483

Mid-Atlantic Beverage Service, Inc.

WITNESS/ATTEST

*Paul W Zell*

By:

*David H. Carroll*

(Name Of Debtor)

DAvid H. Carroll, President

By:

(SEAL)

Date: October 6, 19 86

JMS:5268  
C-01.42

Not to be recorded in  
Land Records

Subject to recordation  
tax:  
Principal Amount is  
\$2,805,000.00

The appropriate amount of recordation tax has been paid and evidence is affixed to a deed of trust recorded or to be recorded among the Land Records of Baltimore City, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:

Address:

19 South Charles Street  
Associates Limited  
Partnership

7779 New York Lane  
Glen Burnie, Maryland 21061

2. Secured Parties:

Address of all Secured  
Parties:

The Bank of Baltimore

Larry S. Lindenmeyer,  
Trustee

c/o The Bank of Baltimore  
Baltimore and Charles Streets  
Baltimore, Maryland 21202

Jimmy L. Hickman,  
Trustee

Att: Commerical Real Estate  
Department

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 air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting,

RE  
1988 OCT -7 PM 2:14  
PROPERTY COLLISION  
12.00  
50  
DCT 7 86

Handwritten initials or signature.

linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dish-washers, 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.

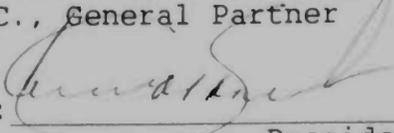
(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, 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 Baltimore City, Maryland securing an indebtedness owed by Debtor, et al. to The Bank of Baltimore.
5. Proceeds of collateral are also covered.
6. The land consists of the property in Baltimore City, Maryland known as 19 South Charles Street and is more particularly described in the deed of trust referred to above.

Debtor:

19 SOUTH CHARLES STREET  
ASSOCIATES LIMITED PARTNERSHIP

By: 19 SOUTH CHARLES STREET,  
INC., General Partner

By:   
President

To the Filing Officer: After this statement has been recorded, please mail the same to: Charles T. Albert, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

FINANCING STATEMENT

For Filing Officer Use	
File No. ....	
Date &	
Hour.....	

Check below if goods are or are to become fixtures.

TO BE RECORDED IN

Chattel Records of Anne Arundel County, MD

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
John E. Akridge, III	R.R. #2	Box 145	Trappe	Maryland 21673

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Citicorp Real Estate, Inc.		919 18th Street, N.W.	Washington, D.C.	20006

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)  
This Financing Statement is given to evidence an assignment of limited partnership interests in 1667 K Street N.W. Associates Limited Partnership (the "Partnership"), all issues, profits and distributions of the Partnership and described in that certain Assignment of Limited Partnership Interests as Collateral by and among certain limited partners dated July 15, 1986.

SEARCH FEE 11.00  
RECORDING FEE .50  
TOTAL COMMISSION FEE \$11.50  
OCT 7 1986

David M. Astrove  
Brownstein Zeidman and Schomer  
1401 New York Avenue, N.W.  
Suite 900  
Washington, D.C. 20006-2102

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 block 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)

CITICORP REAL ESTATE, INC.

John E. Akridge, III

By: Harold E. Daigle, President

1986 OCT -7 PM 2:19  
E. AUBREY COLLISON  
CLERK

11.50

118 52

RECORDATION TAX PAID  
ON THE MORTGAGE TO  
ANNE ARUNDEL COUNTY

RECORD IN FINANCING RECORDS  
INDEX IN LAND RECORDS OF  
ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO  
RECORDATION TAX

BOOK 503 PAGE 487

DATE: August 15, 1986

SECURITY AGREEMENT/FINANCING STATEMENT

DEBTOR:

ARUNDEL WOODS CONSTRUCTION CO., INC.  
ROBERT A. WILLIAMS  
ANITA G. WILLIAMS, his wife

Address:

P.O. Box 152  
Pasadena, MD 21122

264343

SECURED PARTY:

LIBERTY FEDERAL SAVINGS  
AND LOAN ASSOCIATION

401 N. Howard Street  
P.O. Box 1597  
Baltimore, MD 21203

D. J. CLERK

BL  
CLERK

ANNE ARUNDEL COUNTY

1986 OCT -9 AM 9:02

E. AUGUST Y. COLLISON  
CLERK

1. Debtor hereby grants and conveys to Secured Party a secured interest in all of the property hereinafter described in Paragraph #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 Mortgage dated of even date herewith in the amount of Two Hundred Eighty-Seven Thousand Four Hundred and 00/100 (\$287,400.00) -----

Dollars, from Debtor to Secured Party, covering certain real property located in the State of Maryland, and hereinafter described in Paragraph #5 hereof.

2. The said Mortgage is hereby incorporated by reference and is made a part hereof. Debtor agrees that in the event of any default in said Mortgage, which remains uncured after any applicable grace period contained in said Mortgage, that such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland or any other applicable law, in addition to any rights and

RECORD FEE 18.00  
POSTAGE 50  
101234 1234 102 108:59  
OCT 9 86

18.00  
.50

remedies provided in such Mortgage. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion.

3. All of the following property is subject to the Security Agreement/Financing Statement hereby created from Debtor to Secured Party:

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereinafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereinafter 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 and now owned or hereinafter 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 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, 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, construction contracts, 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, except to the extent that said land and collateral are released pursuant to the terms and provisions of the mortgage referred to in paragraph 1 hereof.

4. Proceeds of collateral are covered hereunder, including the proceeds of any insurance policies or claims covering said collateral.

5. The property described in paragraph #3 hereof is

(or is intended to be) affixed, installed or placed in the

following described real estate: BEGINNING FOR THE FIRST and being known and designated as Lot 66, as shown on a Plat entitled "Section Three, Plat Five of Eight, The Ridges of Annapolis", as recorded among the Land Records of Anne Arundel County in Plat Book 85, folio 1.

BEGINNING FOR THE SECOND and being known and designated as Lot 61 as shown on a Plat entitled "Section Four, Plat Six of Eight, The Ridges of Annapolis", as recorded among the Land Records of Anne Arundel County in Plat Book 85, folio 2.

~~SEE SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF~~

6. A release of the mortgage referred to herein will operate as a release of this instrument as to the property contained in the release of mortgage.

DEBTOR:

ARUNDEL WOODS CONSTRUCTION CO., INC.

By: *Robert A. Williams*  
ROBERT A. WILLIAMS, President

*Robert A. Williams*  
ROBERT A. WILLIAMS, Individually

*Anita G. Williams*  
ANITA G. WILLIAMS, Individually

SECURED PARTY: LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION

TO THE FILING OFFICER:

After this Statement has been recorded, please mail the same to Coady & Farley, 400 Allegheny Avenue, Towson, Maryland, 21204.

Mail to *Coady & Farley*

NOV 17 1986

BOOK 503 PAGE 490

BC-5009

27:01KV 6-130986



(DISC:UNNEW)  
10175-212

264099

Not subject to Recordation Tax  
Principal amount of debt  
secured is:

\$8,984,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

- 1. Debtor: Address:  
MARINERS LANDING 1320 Old Chain Bridge Road  
LIMITED PARTNERSHIP Suite 450  
McLean, Virginia 22101
- 2. Secured Party: Address:  
UNITED SAVINGS BANK 8219 Leesburg Pike  
Vienna, Virginia 22180
- 3. Trustee: Address:  
ROBERT J. LEWIS 8219 Leesburg Pike  
JOHN H. AYLOR Vienna, Virginia 22180

RECORD FEE 22.00  
POSTAGE 50  
#01287 0237 R02 T10:45  
OCT 9 86

- 4. This Financing Statement covers:
  - (a) All of the Debtor's right, title and 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 hereinafter described whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said 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 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,

22,975

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 any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) 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, and all sewer taps, permits and allocations, agreements for utilities, bonds, sureties and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All leases of the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described and all right, title and interest of the Debtor thereunder including, without limitation, 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 lease or apply to one or more of the installments of rent coming due immediately prior to the expiration of such terms and including, again without limitation, the right to receive and collect the rents thereunder; and

(f) All contracts and other agreements for the sale of the premises hereinafter described now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder including, without limitation, cash or securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder and including, again without limitation, the right to receive and collect the proceeds thereof; and

(g) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral, and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified.

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 of even date given by the Debtor to the Trustee 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 an indebtedness owed 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, affect, 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 hereinabove referenced.

8. Maturity date of the obligation is stated in the Note.

Debtor:

MARINERS LANDING LIMITED  
PARTNERSHIP

By: The New Life Group, Inc.,  
General Partner

By:

  
Allan J. Berman  
President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

United Savings Bank  
8219 Leesburg Pike  
Vienna, Virginia 22180

Attn: *Toby Perse*

SURVEY ASSOCIATES OF MARYLAND  
108 OLD SOLOMONS ISLAND ROAD  
ARUNDEL PLAZA  
ANNAPOLIS MARYLAND 21401  
(301) 266 7211

BOOK 503 PAGE 493

Page 1 of 2

Ref. DMG/dg

Job No D8652  
Title Report furn'd 9/23/86  
October 3 1986

DESCRIPTION OF 10.7184 ACRES MORE OR LESS  
SITUATE LYING AND BEING ON THE SOUTHEASTERLY SIDE  
OF EDGEWOOD ROAD 30 FEET WIDE, NEAR TO ITS INTERSECTION  
WITH TALLWOOD ROAD,  
BEING PART OF 15.459 AC ±, PART OF PARCEL 2, RESIDENTIAL  
PARCEL C, ANNAPOLIS ROADS TOWNHOUSES,  
6TH DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING for the same at a point 0.4 feet West of an iron pipe found,  
said beginning point being formerly the easterly corner between Lots 1 and 2  
Edgewood Manor recorded in the Land Records of Anne Arundel County, Maryland  
in Plat Book 20 Folio 43, said point also being a corner of Section 2 Annapolis  
Roads Apartments recorded in the aforesaid Land Records in Plat Book 60 Folio  
26, thence binding partly on said Section 2 and partly on Annapolis Roads  
Section H

- (1) South 16 deg 35 min 32 sec West 513.22 feet  
to a point, thence binding on a one foot buffer strip of Annapolis Roads  
Sections H and N the following three courses and distances;
- (2) South 28 deg 10 min 13 sec West 482.88 feet;
- (3) South 36 degrees 20 minutes 23 seconds West 349.51 feet  
to a stone found, thence
- (4) South 37 deg 29 min 12 sec West 488.69 feet  
to a pipe set, thence for a line of division
- (5) North 49 deg 14 min 30 sec West 262.27 feet  
to an iron pipe set in the Westerly line of Edgewood Road 30 feet wide, thence  
with the line of Edgewood Road of varying width the following 3 courses and  
distances:
- (6) North 37 deg 29 min 56 sec East 471.90 feet;
- (7) By a Curve to the left with Radius 3207.60 the arc distance of  
1167.40, said arc being subtended by a chord  
North 27 deg 04 min 21 sec East 1160.97 feet;
- (8) North 16 deg 38 min 46 sec East 84.20 feet  
to a point being a corner also of the above-mentioned Section 2 Annapolis

SURVEY ASSOCIATES OF MARYLAND  
108 OLD SOLOMONS ISLAND ROAD  
ARUNDEL PLAZA  
ANNAPOLIS MARYLAND 21401  
(301) 266 7211

BOOK 503 PAGE 494

10.7184 Ac<sup>±</sup>  
Page 2 of 2

Roads Apartments, thence with the line of said Section 2 and binding thereon  
(9) South 72 deg 53 min 48 sec East 248.94 feet  
to the point of beginning.

CONTAINING 10.7184 Acres of land more or less according to a Survey,  
description and plat by Survey Associates of Maryland in December 1985,  
recertified in September 1986 and intended to be recorded. Bearings and co-  
ordinates are based on Annapolis City Grid Datum.

BEING a Northerly part of 15.459 Acres more or less, part of Parcel 2  
Residential Parcel C recorded in the aforesaid Land Records in Liber 3295  
Folio 504 by and between Manufacturers Hanover Trust Company and the Fairwinds  
Partnership. Being also part of the former Edgewood Manor Subdivision record-  
ed in the aforesaid Land Records in Plat Book 20 Folio 43.

Mailed to Secured Party

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$225,000.00

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: October 7, 1986

FINANCING STATEMENT

- 1. Debtor: MEADOW HILLS ASSOCIATES, INC.  
Address: 1320 Defense Highway  
Gambrills, Maryland 21054
- 2. Secured Party: UNION TRUST COMPANY OF MARYLAND  
Address: P.O. Box 1077  
Baltimore, Maryland 21203
- 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.

RECORD FEE 13.00  
POSTAGE 50  
OCT 9 1986

1986 OCT -9 AM 11:22  
E. ALON L. COLLISON  
MAY 1986

13  
L

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Union Trust Company of Maryland, 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:

MEADOW HILLS ASSOCIATES,  
INC.

By

*J. D. John, Treas*

SECURED PARTY:

UNION TRUST COMPANY OF  
MARYLAND

By

*Paul E. Smith*  
Vice President

MFS1010.110 A1

SCHEDULE A

All that lot of ground in Anne Arundel County, Maryland, being known and designated as Lot No. 44, as shown on the Plat of Section Two, The Meadows, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 69, folio 18. The improvements to be constructed thereon to be known as No. 1772 Meadow Hill Drive.

Mailed to Secured Party

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 097053

RECORDED IN ~~BOOK~~ 476 ~~PAGE~~ 86 ON August 8, 1984 (DATE)

Filed with: Clerk of Circuit - Anne Arundel County

1. DEBTOR

Name Western Publishing Co., Inc.

Address Parole Professional Center, 130 Holiday Court, Suite 104, Annapolis, MD 21402

2. SECURED PARTY

Name Chemical Bank

Address 52 Broadway, New York, NY 10004

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

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> 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:</p>	<p><b>D. Other: Termination</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

10.00  
.50  
OCT 9 1986

Mailed to Secured Party

Dated 9/20/86

Michael J. Heard  
(Signature of Secured Party)

CHEMICAL BANK

Type or Print Above Name on Above Line



RECEIVED  
1986 OCT -9 PM 12:18  
E. AUBREY COLLISON  
CLERK

BOOK 503 PAGE 499

264101

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)  
Lessee:  
Mercantile Safe Deposit and Trust  
Company  
742 Old Hammonds Ferry Road  
Linthicum, MD 21090

2 Secured Party(ies) and address(es)  
Lessor: SL24977  
Comdisco, Inc.  
6400 Shafer Court  
Rosemont, IL 60018

3. Maturity date (if any):  
For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORDED FEE 11.00  
POSTAGE 50  
1986 OCT 9 14  
OCT 9 86

4 This financing statement covers the following types (or items) of property:  
Comdisco, Inc. is Lessor and Mercantile Safe Deposit and Trust  
Company is Lessee subject to the terms and conditions of the  
Master Lease Agreement dated 3/7/83 and Equipment Schedule No. 13  
dated 7/30/86 for the following equipment:

SERIAL NO.  
2-3380 B04 92515, 92525

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

This filing is for notice purposes only to evidence a true lease.  
No recordation tax is applicable.

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:

ANNE ARUNDEL COUNTY CLERK - MD

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

Mercantile Safe Deposit and Trust Company

Comdisco, Inc.

By: *[Signature]*  
Signature of Debtor

*[Signature]*  
Title

By: *[Signature]*  
Signature(s) of Secured Party  
Title

(1) Filing Officer Copy-Alphabetical Lessee STANDARD FORM - FORM UCC-1.

(For Use in Most States)

RECORDED  
ANNE ARUNDEL COUNTY

1986 OCT -9 PM 12:18

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party



264102

FINANCING STATEMENT

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

1. Name of Debtor(s): CHS Holding Corp  
Address: 540 Baltimore/Annapolis Road  
Severna Park, Maryland 21146

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~5701 Killebrew Highway~~ //  
~~5701 Killebrew Highway~~ //  
210 E. Lombard Street  
Baltimore, MD 21202

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

See Schedule A attached.

RECORD FEE 11.00  
POSTAGE .33  
125281 C/77-101 110-33  
OCT 9 86

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 OCT -9 PM 12:20  
E. AUBREY COLLISON  
CLERK



Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s):  
John W. Steffey, Chairman

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *Henry Fleming*  
Henry Fleming, 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.)

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

11/3

SCHEDULE A

All of the Debtor's subleases, including without limitation the right to collect any and all lease payments, and any and all proceeds of sale or other dispositions of all or any of the subleases. This shall include but not be limited to the following subleases and any substitutions or additions thereof:

Lease made September 13, 1979, by and between Walter I. Winkelmeier and Mary Jane Winkelmeier and Charles H. Steffey, Inc.;

Office Lease made May 25, 1984 by and between CHS Holding Corporation and Kathleen Bye;

Lease Agreement made September 11, 1980 by and between Chas. H. Steffey, Inc. and High's of Baltimore, Inc.;

Agreement of Lease made June 6, 1985 between C.H.S. Holding Corporation and Kay Standley, Ph.D.;

Agreement of Lease made July 31, 1986 between CHS Holding Corporation and Steffey Realtors, Inc.;

Agreement of Lease made July 31, 1986 between CHS Holding Corporation and Reliable Homes Corporation;

Agreement of Lease made July 2, 1986 between CHS Holding Corporation and Reliable Homes Corporation.

Nothing contained in this agreement shall impose upon the bank any of the liabilities or obligations of the debtor.

\*\*\*

Mailed to Secured Party

264103

BOOK 503 PAGE 502

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) Medical/Dental Systems, Inc. 2135 Espey Court #15 Crofton, MD 21114-2424	2. Secured Party(ies) and address(es) General Service Leasing, Inc. P. O. Box 911 Beltsville, MD 20705	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 #29238 CTTT R01 T10:43 OCT 9 86
--	---	--

4. This financing statement covers the following types (or items) of property:  Konica/Royal 1503 One <del>CANON</del> <del>NR</del> <del>155</del> Copier Serial # 008624343  One Canon AP-550-II Typewriter Serial # C42016986	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:

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

Filed with: No full or partial recordation taxes

Medical/Dental Systems, Inc.

General Service Leasing, Inc.

By: *Brian E. Vaill*  
Signature(s) of Debtor(s)  
Brian E. Vaill, President

By: *A.P. Gamble*  
Signature(s) of Secured Party(ies)  
A.P. Gamble, President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD  
OF DEPT. OF REGISTRY

1986 OCT -9 PM 12:20

E. AUBREY COLLISON  
CLERK



264104

BOOK 503 PAGE 503

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)

Howard F. Spitalny  
2472 Vineyard Lane  
Crofton, MD 21114-1139

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

General Service Leasing, Inc.  
P. O. Box 911  
Beltsville, MD 20705

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
122299 0787 801 1101-43

OCT 9 86

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

One PC-24 and One Fax 110 - Canon

FAX 110 = E1203390  
Serial # PC24 = CBJ08654

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



RECORDS SECTION

1986 OCT 9 PM 12:21

CLERK COLLISON

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: No full or partial recordation taxes

Howard F. Spitalny

General Service Leasing, inc.

By: *Howard F. Spitalny*  
Signature(s) of Debtor(s)

By: *A.P. Gamble*  
Signature(s) of Secured Party(ies)

Howard F. Spitalny, Owner/ President

A.P. Gamble, President

(N) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

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
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 1,060,000.00 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) Novatec, Inc. Address(es) 222 East Thomas Avenue  
Baltimore, Maryland 21225

6 Secured Party MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division  
Attention: Charles S. Fitzgerald 10 Light Street  
Fifth Floor  
Baltimore, Maryland 21202

RECORD FEE 11.00  
POSTAGE 50  
401123 0237 102 112:21  
OCT 7 86

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: CSF

(a) The interest of Debtor(s) in all building materials, ~~fixtures~~ 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 September 30, 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. CSF

(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

E. AUERLEY COLLISON  
CLERK  
1986 OCT -9 PM 2:45

Debtor(s) Novatec, Inc.  
BY: Lawrence F. DeBaugh 9/30/86 (SEAL)  
Lawrence F. DeBaugh, President (SEAL)

Secured Party  
MARYLAND NATIONAL BANK  
By: Charles S. Fitzgerald (SEAL)  
Charles S. Fitzgerald  
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

853-8 ED 1 85

DIVERSIFIED TITLE CORPORATION  
SUITE 1212  
TEN EAST BALTIMORE STREET  
BALTIMORE, MARYLAND 21202  
(301) 685-0258

CSF  
10/17/86

CSF

SCHEDULE A

BOOK 503 PAGE 505

ALL those lots of ground situate in Anne Arundel County, State of Maryland, described as follows:

BEING KNOWN AND DESIGNATED as Parcel "A" and Parcel "AR" as shown on a Plat entitled "Minor Subdivision, Parcel "A", Kay-Ruta Industrial Park" said Plat being recorded among the land Records of Anne Arundel County in Liber EAC No. 3688, folio 635, and rerecorded among the Land Records of Anne Arundel County in Liber EAC No. 3713, folio 606.

Mailed to Secured Party

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX  
 NOT SUBJECT TO } ON PRINCIPAL  
 AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Harold Prince  
 Name or Names--Print or Type

1201 Crain 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:

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)

Kold Draft    Model #GB603WK    Serial #411917G3EY  
                   Model GBN-5        Serial #334002G3BN

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.

DEBTOR(S):

Harold Prince  
 (Signature of Debtor)

Harold Prince  
 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

1150

Mailed to Secured Party

C. B. CLERK

RECEIVED FOR RECORD DEPARTMENT OF LAND & NATURAL RESOURCES

1986 OCT 10 AM 10:05

E. AUBREY COLLISON CLERK

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):

Lewis G. Long, Jr.  
Name or Names—Print or Type

209 New Jersey Ave. 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:

Carey Sales & Service, Inc.  
Name or Names—Print or Type

3141-47 Frederick Avenue Baltimore, 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).

- GB1AN4C #348003G3CN Kold Draft Ice Machine
- GB1AN4HK #348004G3CN Kold Draft Ice Machine
- GB1WNK #241611G2HV Kold Draft Ice Machine
- GBN210 #366363G3DM Kold Draft Sleeve
- GBN550 #364799G3DM Kold Draft Bin
- GBN550 #243678G2HW Kold Draft Bin

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.

DEBTOR(S):

*Lewis G. Long, Jr.*  
(Signature of Debtor)

Lewis G. Long, Jr.  
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, S/T  
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. Baltimore, MD 21229

Lucas Bros. Form F-1

11/23 *[Handwritten mark]*

RECEIVED FOR RECORD  
 BALTIMORE COUNTY

1986 OCT 10 AM 10:05

E. AUBREY COLLISON  
 CLERK



Mailed to Secured Party

*Long's  
Wholesale  
AA. Co*

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

264108

BOOK 503 PAGE 508

TO BE } RECORDED IN LAND RECORDS  
 NOT TO BE }  
 SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s): Robert Jacobs  
Name or Names—Print or Type  
6721 Belair Road, Baltimore, Maryland 21206  
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: 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 # JE-2 Jumpers Mall, Anne Arundel County, Maryland also known as 8062-B 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.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S): [Signature]  
(Signature of Debtor)  
Robert Jacobs  
Type or Print

Empire Management Services, Inc  
(Signature of Debtor)  
[Signature]  
Type or Print

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

1986 OCT 10 AM 10:05  
F. ALBERT COLLISON  
CLERK



RECORDED 17.00  
INDEXED .50  
1777 REISTERSTOWN RD BALTIMORE MD 21208  
OCT 10 1986

174

Mailed to Secured Party

FINANCING STATEMENT FORM UC 7-1

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 recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

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

This financing statement Dated 9/22/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HOWARD, Earl J. & Carolyn J.B.  
Address 3706 Baskerville Drive, Mitchellville, MD 20716

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)

1985 36' Marine Trader Sundeck fiberglass hull #ETY36249E585  
1985 135 HP Ford Lehman diesel engine #3574061

Home anchorage/winter: Edgewater, MD

ASSIGNEE:  
SOCIETY FOR SAVINGS  
1290 Silas Deane Highway  
Wethersfield, CT 06109

CHECK  THE LINES WHICH APPLY

- (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)

*Earl J. Howard*  
\_\_\_\_\_  
(Signature of Debtor)

Earl J. Howard  
\_\_\_\_\_  
Type or Print Above Name on Above Line

*Carolyn J.B. Howard*  
\_\_\_\_\_  
(Signature of Debtor)

Carolyn J.B. Howard  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

*M.A.P. VP*  
\_\_\_\_\_  
(Signature of Secured Party)

First Commercial Corporation  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

Mailed to Secured Party

C.B. CLERK

1986 OCT 10 AM 10:06  
CLERK  
AUGREY COLLISON

Anne Arnold  
9/26/86



BOOK 503 PAGE 510

264110

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 \_\_\_\_\_

RECORD FEE 13.00  
 FILING FEE 3.00  
 #29422 0777 101 707454

NAME	ADDRESS
1. Debtor(s)	Street City State
Cardinal Industries, Inc.	333 S. Hammonds Ferry Rd., Glen Burnie, MD 21061 and 2040 S. Hamilton Rd., Columbus, OH 43232

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

OCT 10 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)
Secured Party: SOVRAN BANK/MARYLAND	CARDINAL INDUSTRIES, INC.
By: <u>Dennis L. Stough</u>	<u>Joseph V. Collins</u>
Type Name <u>Dennis L. Stough</u>	<u>Joseph V. Collins</u>
Title <u>Assistant Vice-President</u>	<u>Vice-President/Mortgage Company</u>

Type or Print Name and Title of Each Signature

1380.



1986 OCT 10 AM 10:06  
 E. AUBREY COLLISON  
 CLERK

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

BOOK 503 PAGE 512

Finished building unit components consisting of 121 units: 1(one) Manager's two-bedroom apartment-S/N 865; 3(three) linens-S/N 866, 927, 955; 10(ten) 1-bed sofa efficiency-S/N 867 thru 876; 56(fifty-six) 2-beds-S/N 877, 878, 908 thru 913, 915 thru 926, 930 thru 932, 934 thru 940, 942 thru 944, 946 thru 948, 950 thru 954, 969 thru 972, 974 thru 980, 982 thru 985; 25(twenty-five) 1-bed-S/N 879 thru 885, 887 thru 892, 894 thru 899, 901 thru 906; 12(twelve) 2-bed barrier-free-S/N 886, 893, 900, 907, 933, 941; 1(one) reception/office-S/N 914; 1(one) Laundry-S/N 928; 1(one) Folding-S/N 929; 10(ten) 1-bed sofa-S/N 957 thru 964, 966, 967; 1(one) Conference room-S/N 968. A unit consists of from one to three 12' x 24' prefabricated building unit modules.

Mailed to Secured Party

FINANCING STATEMENT

264111

- 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. (Recordation tax has already been paid in connection with a Deed of Trust of even date)
- 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) Newlove Properties Address(es) Route 3 at Old Mill Road  
Millersville, Md. 21108

6. Secured Party Maryland National Bank Address P.O. Box 871  
Annapolis, Maryland 21404  
Attention: Patricia A. Hicks  
(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, contractual 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 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.

Newlove Properties:

BY: Grant S. Newlove (Seal)  
Grant S. Newlove

BY: Ann L. Newlove (Seal)  
Ann L. Newlove

\_\_\_\_\_  
(Seal)

Secured Party  
Maryland National Bank  
Patricia A. Hicks (Seal)  
Patricia A. Hicks  
Assistant Vice President  
Type name and title

1986 OCT 10 AM 10:56



E. AUBREY COLLISON  
CLERK

15-25

NAME OF DEBTOR: Mr. Roy M. Adams  
ADDRESS: 607 Chaplegate Dr.  
Odenton, MD 21113

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

264112

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 8th day of August, 198~~5~~ 86

Amount \$75 11.00  
Amount .50  
TOTAL \$75.50  
OCT 12 1986

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
607 Chaplegate Dr. Odenton, MD 21113	Amana A/C ARCF30	

1986 OCT 10 AM 11:21  
E. AUBREY COLLISON  
CLERK



DATE 8/8/86

Roy M. Adams  
DEBTOR

DATE \_\_\_\_\_  
DATE Aug 12, 1986

DEBTOR  
Edward Marcell  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Mailed to Secured Party

11.8 52

FINANCING STATEMENT

BOOK 503 PAGE 515 264113

NAME OF DEBTOR: Mr. David E. Boulware  
ADDRESS: 394 Harwin Dr.  
Severna Park, MD 21146  
NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 25th day of July, ~~1985~~ 86

SEARCH FEE 11.00  
RECORDING FEE .50  
TOTAL FEE 11.50  
OCT 10 1986

TANGIBLE PERSONAL PROPERTY:

Identification of Property      Model and Make      Serial Number

394 Harwin Dr. Severna Park, MD 21146      SRCF36 Amana A/C  
SCFC36 Evap. Coil

Total Job Cost + Interest: \$2539.42

DATE July 25, 1986

David E. Boulware  
DEBTOR

DATE \_\_\_\_\_

DEBTOR \_\_\_\_\_

DATE Aug 12, 1986

Edward M. M... ..  
SUBURBAN SERVICE HEATING AND AIR CONDITIONING, INC., SECURED PARTY

1986 OCT 10 AM 11:21  
E. AUBREY COLLISON  
CLERK

11.50

Mailed to Secured Party

FINANCING STATEMENT

264114

NAME OF DEBTOR: Charles R. Boyle  
ADDRESS: 1755 Urby Dr.  
Crofton, MD 21114  
NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035



In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 12th day of July, ~~1985~~ 86

SEARCH FEE 12.00  
INDEX FEE .50  
NOTARY FEE 110.20  
OCT 10 86

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
1755 Urby Dr. Crofton, MD 21114	Amana A/C ARCF36	

Total Job Cost + Interest: 1370.40

1986 OCT 10 AM 11:21  
PUBLIC CLERK COLLISON

DATE

DATE

DATE

7/15/86

Aug 12, 1986

DEBTOR

DEBTOR

SUBURBAN SERVICE HEATING AND AIR CONDITIONING, INC., SECURED PARTY

*Charles R. Boyle*

*Charles R. Boyle*

*Edward W. ...*

Moved to Secured Party

R. 3

FINANCING STATEMENT

BOOK 503 PAGE 517

NAME OF DEBTOR: Mr. & Mrs. Ronald Papineau  
 ADDRESS: 612 Mayo Rd. Glen Burnie, MD 21061

264115

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
 ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 27th day of May, ~~1985~~ 1986

17.00  
 50  
 1.00  
 19.00

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
-----------------------------------	-----------------------	----------------------

612 Mayo Rd. Glen Burnie 21061	Amana A/C ARCF30	
	Amana ACFC30	

1986 OCT 10 AM 11:21  
 AUBREY COLLISON  
 CLERK



Total Job Cost Including Interest: \$2,013.24

5 June 1986  
 DATE

5 June 1986  
 DATE

6-9-1986  
 DATE

Ronald G. Papineau  
 DEBTOR

Patricia Papineau  
 DEBTOR

Edward Marcell  
Ralph Vegelle  
 SUBURBAN SERVICE HEATING  
 AND AIR CONDITIONING,  
 INC., SECURED PARTY

Mailed to Secured Party

120 2

BOOK 503 PAGE 518  
264116

FINANCING STATEMENT

*Kay*

NAME OF DEBTOR: Larry R. & Rita A. Williams  
ADDRESS: 529 Rita Dr.  
Odenton, MD 21113

NAME OF SECURED PARTY: Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 16th day of June, 1985.

Interest \$7.00  
Tax \$30  
TOTAL \$37.00  
OCT 19 86

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
529 Rita Dr. Odenton, MD 21113	Amana A/C ARCF36	
	ACFC36 Amana Evap. Coil	
	Amana Gas Fur. GHE100-3	

1986 OCT 10 AM 11:21  
E. ANDREY & COLLISON  
CLERK

CR  
CLERK

Total Job Cost + Interest: \$3,044.71

DATE	<u>June 17, 1986</u>	<u>Kay A. Williams</u> DEBTOR
DATE	<u>June 17, 1986</u>	<u>Larry R. Williams</u> DEBTOR
DATE	<u>Aug 12, 1986</u>	<u>Edward M. ...</u> SUBURBAN SERVICE HEATING AND AIR CONDITIONING, INC., SECURED PARTY

Mailed to Secured Party

1202

FINANCING STATEMENT

BOOK 503 PAGE 519

264117

NAME OF DEBTOR: Robert Thomas  
ADDRESS: 637 Bywater Road  
Annapolis, MD 21401

NAME OF SECURED PARTY: Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 10th day of June, 1986.

12.00  
250  
101 21020  
OCT 10 86

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
637 Bywater Road Annapolis, MD 21401	Amana A/C ARCF18	

1986 OCT 10 AM 11:21  
E. ALBERT COLLISON  
CLERK

Total Job Cost +  
Interest = \$1,304.88

6/13/86  
DATE

6/13/86  
DATE

Aug 12, 1986  
DATE

Robert Thomas  
DEBTOR

Robert Thomas  
DEBTOR

Edward M. ...  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

CR  
CLERK

Mailed to Secured Party

12.00 5

FINANCING STATEMENT

BOOK 503 PAGE 520

264118

NAME OF DEBTOR: Robert & Lisa Termini  
 ADDRESS: 1605 Bishop Rd. Edgewater, MD 21037

NAME OF SECURED PARTY: Suburban Service Heating and Air Conditioning, Inc.  
 ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 10th day of June, 198~~5~~<sup>6</sup>

APPROVAL FEE 32.00  
 FILING FEE 50  
 TOTAL \$84.00  
 OCT 10 1986

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
1605 Bishop Rd. Edgewater, MD 21037	Amana A/C SRCF30	
	Amana Evap. Coil SCFC30	

1986 OCT 10 AM 11:21  
 E. ADRIAN COLLISON  
 CLERK

Total Job Cost + Interest: \$2,259.90

DATE 06-11-86

[Signature]  
 DEBTOR

DATE 6-11-86

[Signature]  
 DEBTOR

DATE Aug 12, 1986

[Signature]  
 SUBURBAN SERVICE HEATING  
 AND AIR CONDITIONING,  
 INC., SECURED PARTY

12.00

Mailed to Secured Party

FINANCING STATEMENT

BOOK 503 PAGE 521

NAME OF DEBTOR: Michael W.T. & Linda M. Southen  
 ADDRESS: 3258 Kitty Duvall Dr. Annapolis, MD 21401

264119

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
 ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 18th day of June, 1985, 86

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
3258 Kitty Duvall Dr. Annapolis, MD 21401	Amana A/C ARCF30	
	Amana Evap. Coil ACFC30	

Total Job Cost + Interest: \$2,206.09



6/22/86  
DATE

Linda M. Southen  
DEBTOR

6/22/86  
DATE

[Signature]  
DEBTOR

Aug. 12, 1986  
DATE

Edward Marcell  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Mailed to Secured Party

1986 OCT 10 AM 11:21  
 ADVISORY CLERK

1208

FINANCING STATEMENT

BOOK 503 PAGE 522  
264120

NAME OF DEBTOR: Rolf G. Sauter  
ADDRESS: 2256 September Dr. Gambrills, MD 21054

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 10th day of June, ~~1985~~ 86

PAID TO ME 11.00  
PAID TO ME 11.00  
PAID TO ME 11.00  
PAID TO ME 11.00  
PAID TO ME 11.00

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
-----------------------------------	-----------------------	----------------------

2256 September Dr. Gambrills, MD 21054	Amana A/C ARCF36	
	Amana Evap. Coil ACFC36	

CR CLERK

1986 OCT 10 AM 11:21  
E. AUBREY COLLISON  
CLERK

total job cost + interest: \$1,972.00

DATE 12 June 86

Rolf G Sauter  
DEBTOR

DATE \_\_\_\_\_

DEBTOR \_\_\_\_\_

DATE Aug. 12, 1986

E. Aubrey Collison  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Mailed to Secured Party

1102

FINANCING STATEMENT

264121

NAME OF DEBTOR: Mr. & Mrs. Montez Saunders  
 ADDRESS: 8210 Coatsbridge Ct. Severn, MD 21144

NAME OF SECURED PARTY: Suburban Service Heating and Air Conditioning, Inc.  
 ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 21st day of May, 1986.86

STANDARD FEE 17.00  
 ... .50  
 ... 710422  
 OCT 10 1986

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
8210 Coatsbridge Ct. Severn, MD 21144	ARCF18 Amana	

1986 OCT 10 AM 11:21  
 E. AUBREY COLLISON  
 CLERK

Total Job Cost +  
 Interest: \$1,165.92

5-19-86  
 DATE

5-19-86  
 DATE

Aug 12, 1986  
 DATE

Montez A. Saunders  
 DEBTOR

Thucilla J. Saunders  
 DEBTOR

E. Aubrey Collison  
 SUBURBAN SERVICE HEATING  
 AND AIR CONDITIONING,  
 INC., SECURED PARTY

Mailed to Secured Party

1202

FINANCING STATEMENT

NAME OF DEBTOR: Carl Proctor  
ADDRESS: 1018 Mountain Top Drive  
Annapolis, MD 21401

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 2nd day of July, 1986.

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
1018 Mountain Top Drive Annapolis, MD 21401	Amana A/C ARHF36 Air Handler ABCF3600	

1986 OCT 10 AM 11:21  
E. AUGREY COLLISON  
CLERK



Total Job Cost +  
Interest = \$3,195.00

7/3/86  
DATE  
7/3/86  
DATE  
Aug 12, 1986  
DATE

Carl Proctor  
DEBTOR

Rosanne Proctor  
DEBTOR

Edward Marsil  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Mailed to Secured Party

17.00

BOOK 503 PAGE 263

264123

FINANCING STATEMENT

NAME OF DEBTOR: Mr. & Mrs. Les Owen  
ADDRESS: 1746 Laurance Court  
Crofton, MD 21114  
NAME OF SECURED PARTY: Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 4th day of June, 1986.

11.00  
.50  
36.00 710.22  
001 0 86

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
1746 Laurance Court Crofton, MD 21114	Trane HP	BWD724A100B

1986 OCT 10 AM 11:21  
E. AUBREY COLLISON  
CLERK



Total Job Cost +  
Interest = \$1,812.70

DATE 6/10/86

DATE \_\_\_\_\_

DATE Aug 12, 1986

Leslie D. Owen  
DEBTOR

DEBTOR  
Edward M. M... ..  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Mailed to Secured Party

11.00 5

FINANCING STATEMENT

264124

BOOK 503 PAGE 526

NAME OF DEBTOR: Mr. Ronald Norris  
 ADDRESS: 407 Dale Rd. Millersville, MD 21108

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
 ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 25th day of April, ~~1985~~ 1986.

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
407 Dale Rd. Millersville, MD 21108	Amana A/C ARCF36	
	Amana Evap. Coil ACFC36	
	Honeywell Air Cleaner 20 X 25	

Total Job Cost +  
 Interest: 3,204.30

DATE 4/28/86

DATE 4/28/86

DATE Aug 12, 1986

Ronald J Norris  
 DEBTOR

Samuel L. Davis  
 DEBTOR

E. David Marshall  
 SUBURBAN SERVICE HEATING  
 AND AIR CONDITIONING,  
 INC., SECURED PARTY

Mailed to Secured Party

1986 OCT 10 AM 11:21  
 E. ASHLEY COLLISON  
 CLERK

12:00  
 .50  
 11:23  
 OCT 10 86

12<sup>00</sup> 3

264125

FINANCING STATEMENT

NAME OF DEBTOR: Mr. James Neimi  
ADDRESS: 1577 Crofton Parkway  
Crofton, MD 21114

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 11th day of June, ~~1985~~ 1986

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
-----------------------------------	-----------------------	----------------------

1577 Crofton Parkway, Crofton, MD 21114	ARCF30 Amana A/C	
--	---------------------	--

1986 OCT 10 11:21 AM  
1986 OCT 10 11:24 AM

1986 OCT 10 AM 11:21  
E. AUBREY COLLISON  
CLERK

Total Job Cost + Interest 1,375.07 -

6/13/86  
DATE

6/13/86  
DATE

Aug. 12, 1986  
DATE

x James E. Neimi  
DEBTOR

x Kevin E. Neimi  
DEBTOR

Edward Marcell  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Wanted to Secured Party

1208



264126

BOOK 503 PAGE 528

FINANCING STATEMENT

NAME OF DEBTOR: Mr. & Mrs. William Miller  
ADDRESS: 830 Shadyoaks Road  
West River, MD

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035



In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 9th day of May, 1986.

5/29/86 12.00  
5/29/86 2.70  
August 12, 1986 7,722.24  
Oct 10 86

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
830 Shadyoaks Road West River, MD	Amana A/C SRCF24	
	Evaporator Coil SCFC24	

1986 OCT 10 AM 11:21  
E. AUBREY COLLISON  
CLERK



Total Job Cost + Interest. \$2,034.76

DATE 5/29/86  
DATE 5/29/86  
DATE Aug 12, 1986

William Miller  
DEBTOR  
L Diane Miller  
DEBTOR  
Edward Marcil  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Mailed to Secured Party

12.00

264127

BOOK 503 PAGE 529

FINANCING STATEMENT

NAME OF DEBTOR: Marilyn Miles  
 ADDRESS: 1908 Seven Oaks Terrace  
 Crofton, MD 21114  
 NAME OF SECURED PARTY: Suburban Service Heating and Air Conditioning, Inc.  
 ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 20th day of June, 1986.

RECORDED 12.00  
 INDEXED 2.50  
 STRICKLAND 110424  
 OCT 19 86

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
1908 Seven Oaks Terrace Crofton, MD 21114	Amana A/C ARCF24	

1986 OCT 10 AM 11:22  
 E. AUBREY COLLISON  
 CLERK



Total Job Cost +  
 Interest = \$1,177.21

DATE 6-20-86

DATE 6-20-86

DATE Aug. 12, 1986

Marilyn Miles  
 DEBTOR

Milton Miles  
 DEBTOR

Edward Marsal  
 SUBURBAN SERVICE HEATING  
 AND AIR CONDITIONING,  
 INC., SECURED PARTY

Mailed to Secured Party

12.00



FINANCING STATEMENT

264128

BOOK 503 PAGE 530

NAME OF DEBTOR: James C. & Carolyn McCoy  
ADDRESS: 520 Evergreen Rd. Severna Park, MD 21146

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 10th day of June, 1986.

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
520 Evergreen Rd. Severna Park, MD 21146	Amana A/C ARCF30	

1986 OCT 10 AM 11:22  
E. ASHLEY COLLISON  
CLERK



Total Job Cost + Interest: \$1,299.23

6/10/86  
DATE

Carolyn McCoy  
DEBTOR

DATE

DEBTOR

Aug. 12, 1986  
DATE

E. David Marshall  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Mailed to Secured Party

110 R

FINANCING STATEMENT

NAME OF DEBTOR: Randall T. Matke  
 ADDRESS: 1843 Robin Ct. Severn, MD 21144

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
 ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 3rd day of June, 1985.

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
1843 Robin Ct. Severn, MD 21144	Trane H/P	BWD730A

RECORDED FE 12.00  
 TAXES 50  
 OCT 10 1986

E. AUBREY COLLISON  
 CLERK  
 1986 OCT 10 AM 11:22



DATE June 3, 1986  
 DATE June 3, 1986  
 DATE Aug 1986

Sharon G. Matke  
 DEBTOR  
Sharon G. Matke  
 DEBTOR  
E. duan Marshall  
 SUBURBAN SERVICE HEATING  
 AND AIR CONDITIONING,  
 INC., SECURED PARTY

Mailed to Secured Party

1202

FINANCING STATEMENT

BOOK 503 PAGE 532

264130

NAME OF DEBTOR: Mr. & Mrs. Lawrence Marchand  
 ADDRESS: 916 Autumn Valley Lane Gambrills,

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
 ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 9th day of May, ~~1985~~ 1986

INSTR. FEE 12.00  
 STATE .30  
 21035  
 OCT 10 1986

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
916 Autumn Valley La. Gambrills, MD 21054	Amana A/C ARCF30	
	Honeywell Day/ Nite T-Stat	



Total Job Cost +  
 Interest: \$1537.69

DATE 11 May 1986  
 DATE 29 May 1986  
 DATE Aug 12, 1986

Lawrence Marchand  
 DEBTOR  
Frances D Marchand  
 DEBTOR  
Edward Marcell  
 SUBURBAN SERVICE HEATING  
 AND AIR CONDITIONING,  
 INC., SECURED PARTY

Mailed to Secured Party

1986 OCT 10 AM 11:22  
 E. AUBREY COLLISON  
 CLERK

120 5

FINANCING STATEMENT

264131

BOOK 503 PAGE 533

NAME OF DEBTOR: Mr. & Mrs. Roy C. Malafarina  
ADDRESS: 3 Clara Cir. Glen Burnie, MD 21061

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 9th day of May, ~~1985~~ 1986

12.00  
2.50  
7.50  
OCT 10 1986

TANGIBLE PERSONAL PROPERTY:

1986 OCT 10 AM 11:22  
E. AUBREY COLLISON  
CLERK

Identification of Property	Model and Make	Serial Number
3 Clara Cir. Glen Burnie, MD 21061	Trane Heat Pump BWD724A	



Total Job Cost +  
Interest: \$1,886.84

DATE 5/9/86  
DATE 5/9/86  
DATE Aug. 12, 1986

Roy C. Malafarina  
DEBTOR  
Gleanora L. Malafarina  
DEBTOR  
Edward Marand  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Mailed to Secured Party

1203

FINANCING STATEMENT

BOOK 503 PAGE 534  
264132

NAME OF DEBTOR: Michael P. & Amy Lusby  
ADDRESS: 1413 Foxwood Ct. Annapolis, MD 21401

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 2nd day of January, 1985.

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
1413 Foxwood Ct. Annapolis, MD 21401	BWD724A100	

1986 OCT 10 AM 11:22  
RUBEN COLLISON  
CLERK  
BL  
CLERK

DATE January 7, 1985

Michael P. Lusby  
DEBTOR

DATE \_\_\_\_\_  
DATE Aug. 12, 1986

DEBTOR  
Edward Marcell  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Mailed to Secured Party

110 2

FINANCING STATEMENT

BOOK 503 PAGE 333  
264133

NAME OF DEBTOR: John Kuzma  
ADDRESS: 416 Fairmount Dr. Edgewater, MD 21037

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 3rd day of October, 1985.

SEARCH FEE 12.00  
INDEX .50  
OCT 10 1985

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
416 Fairmount Ave.	Lennox HP HP18-311	
	Lennox Coil LB34792BB	
	Lennox Fuelmaster 28F06	

Total Cost: \$2,097.00

DATE 10/10/85  
DATE 10/10/85  
DATE Aug 12 1986

John Kuzma  
DEBTOR  
Shirley A. Kuzma  
DEBTOR  
Edward Marcell  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Wanted to Secured Party

1986 OCT 10 AM 11:22  
E. AUBREY COLLISON  
CLERK



1203

264134

BOOK 503 PAGE 536

FINANCING STATEMENT

NAME OF DEBTOR: Mr. William Kraus  
ADDRESS: 1709 Forestville Rd. Edgewater, MD 21037

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 9th day of October, 1985.

10.00  
1.50  
10.27  
10.36

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
1709 Forestville Rd. Edgewater, MD 21037	Lennox Heat Pump HP18-311	
	Lennox Coil LB34792BB	
	Lennox Fuel Master 28F06	

1986 OCT 10 AM 11:22  
E. ADRIAN COLLISON  
CLERK

BL  
CLERK

October 9, 1985  
DATE

William N. Kraus  
DEBTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEBTOR

October 9, 1985  
DATE

E. Adrian Collison  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

110 5

Mailed to Secured Party Mailed to Debtor

264135

FINANCING STATEMENT

BOOK 503 PAGE 537

NAME OF DEBTOR: William & Dianne Kidwell  
 ADDRESS: 1652 Dryden Way  
 Crofton, MD 21114  
 NAME OF SECURED PARTY: Suburban Service Heating and Air Conditioning, Inc.  
 ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 27th day of June, 1985.86

RECEIVED 12.00  
 10.30  
 10.21  
 AT 10 86

TANGIBLE PERSONAL PROPERTY:

1986 OCT 10 AM 11:22  
 E. AUBREY COLLISON  
 CLERK

Identification of Property	Model and Make	Serial Number
1652 Dryden Way Crofton, MD 21114	SRCF30 Amana A/C	
	SCFC30 Evap. Coil	



Total Job Cost + Interest: \$2490.13

DATE 6/27/86  
 DATE 6/27/86  
 DATE Aug 12, 1986

William F. Kidwell Sr  
 DEBTOR  
Dianne R Kidwell  
 DEBTOR  
Edward Marshall  
 SUBURBAN SERVICE HEATING  
 AND AIR CONDITIONING,  
 INC., SECURED PARTY

Mailed to Secured Party

12.00



264136

BOOK 503 PAGE 538

FINANCING STATEMENT

NAME OF DEBTOR: Henry Hughes  
 ADDRESS: 2628 April Dawn Way  
 Gambrills, MD 21054  
 NAME OF SECURED PARTY: Suburban Service Heating and Air Conditioning, Inc.  
 ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 20th day of June, 1986.

REGULAR FEE \$1.00  
 STATE FEE .50  
 REPORT (MAY 80) 710423  
 OCT 10 86

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
2628 April Dawn Way Gambrills, MD 21054	Trane H/P BWD724A100B	

1986 OCT 10 AM 11:22  
 F. ADAMS & COLLISON  
 CLERK



Total Job Cost +  
 Interest = \$ 2,226.42  
 DATE 6/23/86

Henry Hughes  
 DEBTOR

DATE \_\_\_\_\_  
 DATE Aug 12, 1986

DEBTOR  
Edward M. M... ..  
 SUBURBAN SERVICE HEATING  
 AND AIR CONDITIONING,  
 INC., SECURED PARTY

Mailed to Secured Party

1102



FINANCING STATEMENT

BOOK 503 PAGE 539  
264137

NAME OF DEBTOR: Mr. & Mrs. William Hettinger III  
ADDRESS: 1240 Timber Turn  
Arnold, MD 21012  
NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 5th day of June, 1986.

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
1240 Timber Turn Arnold, MD 21012	Amana A/C ARCF36	
	Amana Evap. Coil ACFC36	

1966 OCT 10 AM 11:22  
F. A. COLLISON  
CLERK



Total Job Cost +  
Interest = \$1,733.79

DATE 6/11/86  
DATE 6/11/86  
DATE Aug 12, 1986

William Hettinger III  
DEBTOR  
P. Hettinger  
DEBTOR  
Edna M. Hettinger  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Mailed to Secured Party

1205

FINANCING STATEMENT

BOOK 503 PAGE 540

264138

NAME OF DEBTOR: Albert J. Giuffreda  
ADDRESS: 7 Dental Road  
Edgewater, Md. 21037  
NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 5th day of May, ~~1985~~ 1986.

Handwritten notes: 12.00, .30, OCT 10 86

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
7 Dental Road Edgewater, Md. 21037	Amana A/C ARCF24	
	Amana Evaporator Coil	

1986 OCT 10 AM 11:22  
E. AUBREY COLLISON  
CLERK



5-6-86  
DATE  
5-6-86  
DATE  
May 5, 1986  
DATE

Albert J. Giuffreda  
DEBTOR  
Mary E. Giuffreda  
DEBTOR  
Edward M. ...  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

12.00

Mailed to Secured Party



FINANCING STATEMENT

NAME OF DEBTOR: Mr. Charles Ginter  
ADDRESS: 609 Pamela Road  
Glen Burnie, MD 21061  
NAME OF SECURED PARTY: Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 20th day of June, 1986.

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
609 Pamela Road Glen Burnie, MD 21061	Amana A/C ARCF30	
	Evaporator Coil ACFC30	

11.00  
.30  
OCT 10 1986

1986 OCT 10 AM 11:22  
SUBURBAN SERVICE HEATING AND AIR CONDITIONING, INC.

Total Job Cost +  
Interest = \$2,006.41

DATE 7/1/86

Charles Ginter  
DEBTOR

X  
DATE \_\_\_\_\_

DEBTOR

DATE Aug. 12, 1986

Edward H. H. H.  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Mailed to Secured Party

1103

264140

BOOK 503 PAGE 542

FINANCING STATEMENT

NAME OF DEBTOR: Mr. & Mrs. Paul DeLuca  
 ADDRESS: 1579 Crofton Parkway  
 Crofton, MD 21114  
 NAME OF SECURED PARTY: Suburban Service Heating and Air Conditioning, Inc.  
 ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 24th day of June, 1985.6.

PAID 15.00  
 RECEIVED  
 OCT 10 1986

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
1579 Crofton Parkway Crofton, MD 21114	Amana A/C ARCF30	

1986 OCT 10 AM 11:22  
 E. AUBREY COLLISON  
 CLERK



Total Job Cost +  
 Interest = \$1,299.23  
 X 6-25-86  
 DATE  
 X 6-25-86  
 DATE  
 Aug. 12, 1986  
 DATE

Paul DeLuca  
 DEBTOR  
Mrs. Paul DeLuca  
 DEBTOR  
Edward M. ...  
 SUBURBAN SERVICE HEATING  
 AND AIR CONDITIONING,  
 INC., SECURED PARTY

12.5

State to Secured Party

264141

FINANCING STATEMENT BOOK 503 PAGE 543

NAME OF DEBTOR: Donna D'Amato  
ADDRESS: 2403 Snowhill Court  
Gambrills, MD 21054  
NAME OF SECURED PARTY: Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 20th day of June, 1986.

11.00  
.30  
710229  
07 10 86

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
2403 Snowhill Court Gambrills, MD 21054	Amana A/C ARCF36	
	Evap. Coil ACFC36	
	Furnace EGHWLOODA-3	

1986 OCT 10 AM 11:22  
E. AUGUSTY COLLISON  
CLERK



Total Job Cost +  
Interest = \$4,848.80  
July 3 1986  
DATE

Donna D'Amato  
DEBTOR

Aug 12, 1986  
DATE

DEBTOR  
Edward Marcell  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

1100 80



264112

FINANCING STATEMENT

BOOK 503 PAGE 544

NAME OF DEBTOR: Mr. Nick Cole  
ADDRESS: 639 Bywater Road  
Annapolis, MD 21401

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 28th day of May, 198X.6.

TANGIBLE PERSONAL PROPERTY:

Identification  
of Property

Model and  
Make

Serial  
Number

639 Bywater Road  
Annapolis, MD  
21401

Amana 1.5 Ton  
A/C SEER 9



1986 OCT 10 AM 11:22  
E. AUDREY COLLISON  
CLERK

Total Job Cost +  
Interest= \$1,158.00

x 5/29/86  
DATE

x 5/29/86  
DATE

Aug. 12, 1986  
DATE

x Nicholas Cole  
DEBTOR

x Elizabeth Cole  
DEBTOR

Edward Marcil  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Mailed to Secured Party

12.00

FINANCING STATEMENT

BOOK 503 PAGE 545

264113

NAME OF DEBTOR: William & Ethel Cleary  
ADDRESS: 3040 Perch Drive  
Riva, MD 21140

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 31st day of July, 19856.

TANGIBLE PERSONAL PROPERTY:

Identification of Property	Model and Make	Serial Number
3040 Perch Drive Riva, MD 21140	Amana A/C ARCF30	

Total Job Cost+  
Interest= \$1,299.23

DATE

DEBTOR

DATE

DEBTOR

DATE

Aug 12, 1986

E. Edward Merrill  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

CR  
CLERK

1986 OCT 10 AM 11:22

E. APPAREY COLLISON  
CLERK

1100 A

FINANCING STATEMENT

BOOK 503 PAGE 546

264144

NAME OF DEBTOR: David Campbell  
ADDRESS: 1443 Jordan Avenue  
Crofton, MD 21114

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 18th day of June, 1985, 6.

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
1443 Jordan Avenue Crofton, MD 21114	Amana A/C SRCF36	
	Evaporator Coil SCFC36	
	Amana Gas Furnace GHE125	

Total Job Cost +  
Interest = \$4,073.80

June 27, 1986  
DATE

June 27, 1986  
DATE

Aug. 2, 1986  
DATE

David Campbell  
DEBTOR

Martha G. Campbell  
DEBTOR

E. Duane Howard  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

1986 OCT 10 AM 11:22  
E. ALBERT COLLISON  
CLERK



1205

BOOK 503 pg 547  
284115

FINANCING STATEMENT

NAME OF DEBTOR: Terry Bryant  
ADDRESS: 3572 Patuxent River Rd. Davidsonville, MD 21035

NAME OF SECURED PARTY; Suburban Service Heating and Air Conditioning, Inc.  
ADDRESS: 3586 Patuxent River Road, Davidsonville, Maryland 21035

In order to secure an Installment Note given by the Debtor to Suburban Service Heating and Air Conditioning, Inc., of 3586 Patuxent River Road, Davidsonville, Maryland 21035, the Parties agree that this Financing Statement is being executed for the purpose of covering the below scheduled tangible personal property sold by the secured Party to the Debtor by contract dated the 18th day of July, 1985.

RECEIVED 11.00  
-50  
OCT 10 1985

TANGIBLE PERSONAL PROPERTY:

<u>Identification of Property</u>	<u>Model and Make</u>	<u>Serial Number</u>
-----------------------------------	-----------------------	----------------------

3572 Patuxent Rvr. Rd. Amana Davidsonville, MD 21035	ARCF36 Amana ACFC36	
---	---------------------------	--

1986 OCT 10 AM 11:22  
E. AUBREY COLLISON  
CLERK



Total Job Cost + interest \$1,831.59

July 18, 1985  
DATE

Terry W Bryant x  
DEBTOR

July 18, 1985  
DATE

DEBTOR x

July 18, 1985  
DATE

E. duan Marant  
SUBURBAN SERVICE HEATING  
AND AIR CONDITIONING,  
INC., SECURED PARTY

Mailed to Secured Party

11.00 1/2

194550

BOOK 503 PAGE 548

264116

FINANCING STATEMENT

TO BE RECORDED AMONG THE  
FINANCING STATEMENT RECORDS OF:  
(a) the Maryland State Department  
of Assessments and Taxation  
(b) Anne Arundel County, Maryland  
AND THE LAND RECORDS OF  
ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO  
RECORDATION TAX

1986 OCT 10 PM 3:07  
E. HUBERT COLLISON  
CLERK

CR  
CLERK

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

- 1. NAME AND ADDRESS OF DEBTOR      H D & Z LIMITED PARTNERSHIP  
c/o Mr. Thomas J. Hutchison  
Hutchison Development Company, Inc.  
P. O. Box 370  
Queenstown, Maryland 21658
- 2. NAME AND ADDRESS OF SECURED PARTY      MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY  
Two Hopkins Plaza, P.O. Box 1477  
Baltimore, Maryland 21201  
Attention: Mr. Paul A. Stuart,  
Vice President

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

(a) The interest of the Debtor in all building  
materials, fixtures, equipment and tangible personal  
property of every kind and nature whatsoever now or  
hereafter located or contained in or upon or attached to,  
the real property located in Anne Arundel County, Maryland,  
and more particularly described in Exhibit A attached hereto  
and made a part hereof, and the improvements thereon (such  
real property and improvements being herein referred to as  
the "Real Property"), or any part thereof, and used or  
useable in connection with any present or future use or  
operations of the Real Property, or any part thereof,  
whether now owned or hereafter acquired by the Debtor or  
others, together with any and all alterations, additions,  
accessions and improvements thereto, substitutions therefor,  
and renewals and replacements thereof (collectively, the  
"Equipment Collateral"), and all Proceeds (hereinafter  
defined) thereof. The Real Property is also described in a  
certain Deed of Trust dated September 23, 1986 (the "Closing  
Date") between the Debtor and Rita A. Linder and Paul A.

18.00  
50  
POSTAGE  
OCT 10 1986

264116  
50

Stuart, Trustees (the "Deed of Trust"). The Debtor is or will be a record owner of the Real Property at the time the security interest described herein shall attach to the property described herein.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance 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 Real Property or the Equipment Collateral 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 Real Property or the Equipment Collateral or any part thereof.

(c) 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 Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income, general intangibles and other benefits of the Real Property or the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto.

(e) All right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment Collateral or any part thereof, and of the other property described in this Financing Statement, 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 leases 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 any escrow account created under and defined in the Loan Agreement (hereinafter defined).

(g) All right, title and interest the Debtor has or may hereafter acquire in or arising out of any contract of sale or option to purchase or similar agreement relating to all or any portion of the Real Property.

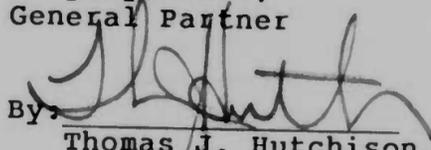
5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

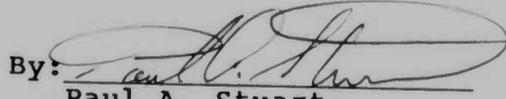
6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and by the Debtor to the Secured Party under and pursuant to the Land Acquisition and Construction Loan Agreement dated the Closing Date (the "Loan Agreement"), as security for the loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement.

Debtor:  
H D & Z LIMITED  
PARTNERSHIP,  
a Maryland limited  
partnership

Secured Party:  
MERCANTILE-SAFE DEPOSIT  
& TRUST COMPANY

By: Hutchison Development  
Company, Inc.,  
General Partner

By:   
Thomas J. Hutchison,  
President

By:   
Paul A. Stuart,  
Vice President

Filing Officer: Return to: Rita A. Linder, Esquire  
Abramoff, Neuberger, Linder and  
Redding  
9th Floor, Sun Life Building  
20 South Charles Street  
Baltimore, Maryland 21201

EXHIBIT A

Beginning for the same at an Iron Rod set, said Rod being the westernmost corner of the herein described land and the southernmost corner of the land of James Williamson (Liber FSR 321, Folio 36), said Rod also being on the northeasterly side of the Public Road known as the Old Baltimore Annapolis Boulevard and from said Place of Beginning, (1) running by and with the said James Williamson land and the land of Lottie C. Williams (Liber 3349, Folio 823) North 65 degrees 06 minutes 42 seconds East 423.28 feet to an Iron Rod set; thence still by and with the said Williamson land the following two courses and distances, (2) North 48 degrees 48 minutes 27 seconds West 157.48 feet to an Iron Rod set; thence (3) North 65 degrees 07 minutes 13 seconds East 11.97 feet to an Iron Pipe found and the land of Earl W. White (Liber JHH 582, Folio 258); thence (4) by and with the said White land, continuing North 65 degrees 07 minutes 13 seconds East 285.98 feet to an Iron Pipe found and the land of Gary W. Koch and Rose J. Koch (Liber 3819, Folio 554); thence by and with the said Koch land the following three courses and distances, (5) South 24 degrees 50 minutes 51 seconds East 81.07 feet to a "P.K." Nail found; thence (6) South 42 degrees 50 minutes 14 seconds East 75.17 feet to an Iron Pipe found; thence (7) South 35 degrees 26 minutes 58 seconds East 76.86 feet to an Iron Pipe found and the land of John Kallie and Panayota Kallie (Liber 2687, Folio 291); thence (8) by and with the said John Kallis land South 54 degrees 24 minutes 38 seconds West 205.87 feet to an Iron Pipe found and the land of Mary Catherine Colbert (Liber WGL 2594, Folio 552); thence (9) by and with the said Mary Catherine Colbert land North 30 degrees 37 minutes 07 seconds West 28.82 feet to an Iron Pipe found; thence (10) still by and with the Colbert land and the land of Mildred D. Holliday (Liber WGL 2594, Folio 546), and the land of Dorothy V. Brown (Liber WGL 2594, Folio 549) South 65 degrees 06 minutes 42 seconds West 447.81 feet to an Iron Rod set and the aforementioned Old Baltimore Annapolis Boulevard; thence (11) by and with the northeasterly side of the said Old Baltimore Annapolis Boulevard North 48 degrees 48 minutes 27 seconds West 102.60 feet to the Place of Beginning, containing 2.37 Acres of land more or less; and

Together with a 40 foot wide Access Easement across the land of Gary W. Koch and Ross J. Koch the southeasterly side of said easement being more particularly described as follows, Beginning for the same at the end of the seventh course of the above description and running from thence North 54 degrees 24 minutes 38 seconds West 205.00 feet to the southwest side of Ritchie Highway; and

Being the same land described in a deed from Bhailal B. Patel, Hemangini B. Patel, and Narendrasinh (Nardentraisinh) A. Yadav to Bhailal B. Patel and Hemangini B. Patel by deed dated May 12, 1983 and recorded in the Land Records of Anne Arundel County, Maryland under Liber 3620, Folio 83.

Being and intended to be all of Parcel C together with the aforesaid access easement across Parcel A all as shown on a Plat entitled "Survey Plat James H. Rice Property" which Plat is recorded among the Land Records of Anne Arundel County in Liber 3620, folio 88.

BOOK 503 PAGE 551

RECORDED  
MAY 14 1983  
ANNE ARUNDEL COUNTY, MD

Added to Secured Party

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. 199

Identification No. 256252

Dated April 19, 1985

1. Debtor(s) { Raymond W. Riggin, Jr.  
Name or Names—Print or Type  
8082 Pendragon Way, Pasadena, MD 21122 (A.A.C.O.)  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party 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:

<p>A. Continuation ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input type="checkbox"/></p> <p>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:</p>	<p>D. Other: ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

1986 OCT 10 PM 4:01  
E. AUDREY COLLISON  
CLERK

J. F. CLERK

✓  
D. E. CLERK

RECORD FEE 12.00  
POSTAGE .50  
#11570 (237) 116:01  
OCT 10 85

Mailed to Secured Party

Dated: SEP. 13 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)

THE FOUNTAINHEAD TITLE GROUP  
11110 New Hampshire Ave. Suite 200  
Silver Spring MD 20904  
Phone: 681-3580/792-7434  
File No. \_\_\_\_\_

12.99  
5

FINANCING STATEMENT

264147

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:	FORT GEORGE ASSOCIATES LIMITED PARTNERSHIP c/o Bhailal B. Patel Hemangini B. Patel 875 Baltimore Annapolis Boulevard Severna Park, Maryland 21146
----	-----------------------------	---

2.	NAME AND ADDRESS OF SECURED PARTY:	John W. Steffey Joseph Schwartz Richard Schwartz Harry Hochman c/o John W. Steffey 540 Baltimore Annapolis Boulevard Severna Park, Maryland 21146
----	------------------------------------	---

RECORDED FEE 42.00  
ISSUED 107-13  
OCT 14 86

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

(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

48-30

CR  
CLERK

1986 OCT 14 AM 9:54

E. AUBREY COLLISON  
CLERK



future operation of the Property, and now owned or hereafter acquired by Debtor 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 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 aforescribed 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 W. Taylor Brown and Howard L. Levinton, 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 Bhailal B. Patel and Hemangini B. Patel.

5. Proceeds and products of the collateral are also covered.

6. The name of the record owner of the Property is Fort George Associates Limited Partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of the debt initially incurred is \$2,100,000.00.

Debtor: FORT GEORGE ASSOCIATES LIMITED PARTNERSHIP

By: Bhailal B. Patel  
Bhailal B. Patel, General Partner

Date: 9/24/86

Mr. Clerk: Please return to: W. Taylor Brown, Esquire  
Weinberg and Green  
100 South Charles Street  
14th Floor  
Baltimore, Maryland 21201

## EXHIBIT A

Beginning for the same at a point previously set that marks the end of the North 55 degree 34 minute 20 seconds West 1097.29 ft. line described in that conveyance from Pearl C. Barattini, divorced, to Ralph E. Campbell and Helen E. Campbell, his wife by deed dated April 13, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1407, folio 320; Thence from the point of beginning so fixed binding on and with part of the southerly boundary in that conveyance from George Sachs, et al., Trustee to Pearl C. Barattini dated January 29, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 742, folio 283, with meridian corrected to 1951, North 55 degrees 43 minutes 20 seconds West 132.75 ft., South 82 degrees 44 minutes 10 seconds West 419.92 ft., South 77 degrees 53 minutes 10 seconds West 64.53 ft. and continuing said last mentioned line, South 77 degrees 53 minutes 10 seconds West 34.16 ft. to the easterly side of the state road that leads from Odenton to Jessups, Maryland Route 175; thence leaving said southerly outline and binding on and with said side of said road North 10 degrees 50 minutes 00 seconds West 85.96 ft. to a point where said side of said State Road is intersected by the southerly side of a previously created 19 ft. right-of-way as described by Indenture G.T.C. No. 1115, folio 188; thence leaving said side of said State Road and binding on and with the southerly side of said 19 ft. right-of-way, North 77 degrees 47 minutes 54 seconds East 139.42 ft. to a point that marks the southeast corner of said

right-of-way; thence binding on and with part of the easterly side of said conveyance by Indenture G.T.C. No. 1115, folio 188, North 07 degrees 15 minutes 50 seconds West 66.65 ft. to a point; thence leaving said last mentioned conveyance and binding on and with the southerly and easterly side of a conveyance by Indenture G.T.C. No. 1032, folio 3, North 82 degrees 44 minutes 10 seconds East 150.00 ft. and North 07 degrees 15 minutes 50 seconds East 100.00 ft. to a point in the northerly outline of the above mentioned conveyance to Pearl C. Barattini; thence binding on and with part of said northerly outline, North 82 degrees 44 minutes 10 seconds East 322.72 ft. to a point; thence leaving said last mentioned conveyance and binding on and with the westerly side of the above mentioned conveyance to Campbell as now corrected, South 09 degrees 09 minutes 00 seconds East 344.35 ft. to the point of beginning. Containing 2.83 acres of land, more or less, according to a survey and Plat made by James D. Hicks & Associates, Inc., Registered Surveyors dated November 1952 and revised August 1970.

Subject to and with the right to the use thereof in common of any and all right-of-way described in that conveyance from Julius A. Victor, Jr., Substituted Trustee to Gotham Investment Corporation by deed dated November 26, 1969 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2319, folio 94.

Being and intended to be the same property conveyed from Fort George, Inc., to Fort George Associates Joint Venture by deed dated September 30, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2460, folio 669.

TOGETHER with all right, title and interest of Grantor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the said premises; and

TOGETHER with all the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, as well as any after-acquired title, franchise or license and reversion and reversions and remainder and remainders thereof; and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all materials intended for construction, reconstruction, alterations, and repairs of such improvements now or hereafter erected thereon, including all prefabricated or modular buildings or building parts and components placed thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the said premises, and all fixtures and articles of personal property now or hereafter owned by Grantor and attached to or contained in and used in connection with said premises, including but not limited to, all apparatus, machinery, motors, elevators, fittings, radiators, awnings, shades, screens and other furnishings and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto, and all renewals and replacements thereof of articles in substitution thereof, whether

or not the same shall be attached to the improvements, it being mutually agreed that all the aforesaid property owned by said Grantor and placed by it on said premises shall, so far as permitted by law, be deemed to be affixed to the realty and covered by this Mortgage, and that the Mortgagee shall have and it is hereby granted a security interest in all the aforesaid property under the Uniform Commercial Code of the State of Maryland. The lien of this Mortgage shall extend to the movable furniture now or hereafter located within the aforesaid buildings and improvements.

ALL of the above land, buildings, appurtenances, improvements and other property is herein referred to as the "Mortgaged Property."

Mailed to Secured Party

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

264148

1. Debtor:  
KAMAKOTI INVESTORS  
LIMITED PARTNERSHIP

Address:  
C/O Dr. Sateesh K. Singh  
8939 River Island Drive  
Savage, MD 20763

2. Secured Party:  
SECOND NATIONAL BUILDING  
& LOAN, INC.

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.

RECORD FEE  
POSTAGE

18.00  
.50

3. This Financing Statement covers:

429776 0177 401 109141

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A 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 including 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 conditioning, 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 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; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) 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, 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 preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

OCT 14 86



1986 OCT 14 AM 10:25  
E. AUBREY COLLISON  
CLERK

1850

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises or as used as a mobile home park with related amenities.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust and Assignment of Rents and Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:

KAMAKOTI INVESTORS LTD.  
PARTNERSHIP

BY:

Sateesh K. Singh  
SATEESH K. SINGH

Dated:

9/30/86

MR. CLERK: Return to:

Jean Ayars Thomas, Esq.  
KNIGHT, MANZI, BRENNAN & OSTROM  
14324 Old Marlborough Pike  
Upper Marlboro, MD 20772

## LYONS CREEK MOBILE HOME PARK &amp; RESIDUE OF JAMES W. CROSBY, JR. PROPERTY

22. Beginning at the intersection of the extension northerly of the N 17 degrees W 142.2' line of the conveyance from James W. Crosby, Sr. to James W. Crosby, Jr. et ux by deed dated Sept. 4, 1952 and recorded in Liber 705 Folio 383 in the Land Records of Anne Arundel County, Md., said beginning point having Maryland State Plane Coordinates of North 340,519.73 and East 895,241.13, then running from said beginning point along the outlines of above mentioned conveyance, the following 14 (fourteen) courses, with bearings referenced to said Maryland State Plane Grid, (1) S 20 degrees 48' 24" E 178.72', (2) S 10 degrees 18' 24" E 321.80' passing over at 160' along this line, the northeastmost corner of Lyons Creek Mobile Home Park, then continuing with the outlines as aforementioned and with the outlines of said Mobile Home Park, (3) S 27 degrees 33' 24" E 156.80' (4) S 85 degrees 33' 24" E 202.10' (5) S 19 degrees 48' 24" E 311.80' (6) S 05 degrees 26' 36" W 265.60' (7) S 19 degrees 26' 36" W 226.90' (8) S 39 degrees 11' 36" W 156.80' (9) S 11 degrees 31' 36" W 177.40' (10) S 19 degrees 41' 36" W 490.90' (11) S 33 degrees 41' 36" W 1027.60', passing over the southernmost corner of above mentioned Mobile Home Park at 315' along said line, then continuing with above mentioned outlines (12) N 27 degrees 57' 24" W 120.50' (13) N 00 degrees 37' 24" W 320.40' and (14) N 17 degrees 12' 36" E 209.87' to intersect the southernmost outline of the above mentioned Mobile Home Park, then running with said outline and with the outlines of a 12.122 Acre conveyance from Hattie V. Crosby to James W. Crosby Jr. by deed dated Dec. 16, 1971 and recorded in Liber 1456 Folio 378 of the aforesaid Land Records, the following two courses with bearings referenced to said Maryland State Plane Coordinate System, (1) N 85 degrees 00' 00" W 968.47' and (2) N 01 degrees 26' 36" E 520.43' to a point which is 177.86' along the S 82 degrees E 846' line of the above first mentioned conveyance to James W. Crosby Jr. et ux, then leaving the outlines of the Mobile Home Park and running reversely with said outlines of said conveyance with bearings referenced as aforesaid, the following four courses: (1) N 85 degrees 48' 24" W 177.86' (2) N 01 degrees 26' 36" E 219.00' (3) N 77 degrees 03' 24" W 58.80' and (4) N 02 degrees 37' 36" E 747.76' to a pipe set at the southwesternmost corner of a 6.307 Acre exception to be retained by James W Crosby Jr., then running with the outlines of said exception, N 84 degrees 34' 24" E 655.62' to a pipe set N 13 degrees 20' 56" W 142.39' to a pipe set S 86 degrees 39' 23" E 44.24' to a pipe set, and N 09 degrees 20' 04" W 344.93' to intersect the south edge of Lower Pindell Road,

a county road 30' wide, then running with said edgethe following ten courses(1) N 77 degrees 04' 21" E 97.14' (2) N 77 degrees 31' 15" E 122.14' (3) N 79 degrees 11' 47" E 189.50' (4) N 75 degrees 52' 52" E 64.37' (5) N 76 degrees 17' 59" E 91.05' (6) N 81 degrees 30' 56" E 116.97' (7) N 84 degrees 10' 11" E 45.58' (8) N 79 degrees 17' 41" E 104.91' (9) N 67 degrees 52' 36" E 70.55' and (10) N 60 degrees 28' 58" E 144.81' to the place of beginning.

Containing 88.2034 Acres and being all of the residue of the above first mentioned conveyance to James W. Crosby Jr. et ux by deed recorded in Liber 705 Folio 383 in the Land Records of Anne Arundel County and all of the above mentioned 12.122 Acre conveyance to James W. Crosby Jr. by deed recorded in Liber 2456 Folio 378.

Saving and excepting the 6.307 Acre exception to be retained by James W. Crosby Jr. whereupon sits his existing dwelling and other outbuildings, all the above as shown on a plat of survey by Hugh W. Wilkerson & Assoc. as surveyed in December 1980.

*H. W. Wilkerson* c.s.#5



Mailed to Secured Party

EXHIBIT A-2

FINANCING STATEMENT

- |   |   |
|---|---|
| 1. Debtor:                                      | Address:  |
| a. Southgate Apartment Company<br>Joint Venture | c/o A & G Management Company<br>7779 New York Lane<br>Glen Burnie, MD 21061 |
| b. Albert A. Kishter                            | Harper House, Apt. 506<br>Village of Cross Keys<br>Baltimore, MD 21210      |
| c. Fannie B. Kishter                            | Harper House, Apt. 506<br>Village of Cross Keys<br>Baltimore, MD 21210      |
| d. Leonard J. Attman                            | 18 Velvet Valley Court<br>Owings Mills, MD 21117                            |
| e. Phyllis L. Attman                            | 18 Velvet Valley Court<br>Owings Mills, MD 21117                            |
| f. Lowell R. Glazer                             | 17 Velvet Valley Court<br>Owings Mills, MD 21117                            |
| g. Harriet L. Glazer                            | 17 Velvet Valley Court<br>Owings Mills, MD 21117                            |

- |                        |  |
|------------------------|--|
| 2. Secured Party:      | Address:   |
| The Skylake State Bank | 1150 N.E. Miami Gardens Drive<br>North Miami Beach, FL 33179 |

3. This Financing Statement covers the personal property described in Exhibit A attached hereto and made a part hereof.
4. The above described personal property may be located in or attached to the real property described in Exhibit B attached hereto and made a part hereof.
5. Proceeds of collateral are also covered.

WITNESS:

Jeffrey Bowles  
as to all debtors

Albert A. Kishter (SEAL)

Fannie B. Kishter (SEAL)

Leonard J. Attman (SEAL)

Phyllis L. Attman (SEAL)

RECORDED FOR RECORD  
CLERK - BALTIMORE COUNTY

1985 OCT 14 PM 12:44

E. AUBREY COLLISON  
CLERK



RECORD FEE 19.00  
POSTAGE  
13 0440 ROI 112 03  
OCT 14 85

79<sup>00</sup> 3

beginning of the Third line of the aforesaid deed recorded in

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

*Lowell R. Glazer* (SEAL)  
Lowell R. Glazer

*Harriet L. Glazer* (SEAL)  
Harriet L. Glazer

(Individually and t/a Southgate  
Apartment Company Joint  
Venture)

Debtor

THE SKYLAKE STATE BANK

*Mary Glazer*

By: *Mark Boyer* (SEAL)  
Secured Party

To the Filing Officer: after this statement has been recorded please  
mail the same to Jerrold A. Wish, Esquire, Greenberg, Traurig, Askew,  
Hoffman, Lipoff, Rosen & Quentel, P.A., Brickell Concourse, 1401 Brickell  
Avenue, Miami, Florida 33131.

beginning of the Third line of the aforesaid deed recorded in

RIDER TO FINANCING STATEMENT

BOOK 503 PAGE 566

(1) All conduits, machinery, equipment, fittings, fixtures, materials, supplies, attachments, apparatus and appliances, including all additions thereto and replacements thereof, having to do with plumbing, sewerage, garbage disposal, refrigerating, ventilating, cooling, air conditioning, heating, lighting, cooking, maintenance, management, and/or the operation for any purpose, of the buildings and other improvements constructed and/or to be constructed on the land described in Exhibit "B" to this financing statement (said land and improvements are hereinafter referred to as the "Property"); and all intercommunicating, fire prevention and extinguishing, cleaning, vacuum and incinerating systems; and all furniture and furnishings, elevators and escalators, carpeting and underpadding, storm doors and windows, and any other items of property whatsoever now or hereafter located in or upon the Property;

(2) All proceeds or sums payable in lieu of or as compensation for the loss of or damage to the Property and/or any items covered by this financing statement;

(3) All of Debtor's interest and rights in and to all pertinent present and future fire, flood and/or hazard insurance policies pertaining to the Property and/or any items covered by this financing statement;

(4) All awards made by any public body or decreed by any court of competent jurisdiction in any eminent domain proceeding for a taking or for degradation of value of the Property and/or any items covered by this financing statement;

(5) All of Debtor's interest and rights as lessor in and to all leases now or hereafter affecting the Property or any part thereof, including prepaid rent and security deposits, and/or all rental income, whether payable pursuant to any present or future lease or otherwise, growing out of any occupancy or use thereof;

(6) All of Debtor's rights in, under or by virtue of all present or future contracts, permits, licenses, plans, paid fees or other intangibles whatsoever now or hereafter dealing with, affecting or concerning the Property, any portion thereof or interest therein, and/or relating to the development, construction or refurbishing thereof, whether made or held by Debtor or for Debtor's benefit, including without limitation (i) any agreements or arrangements for the provision of utilities to the Property, any payment, performance and/or other bonds, and any other related choses-in-action, and (ii) any contracts for the sale of any portions of the Property, including any deposits paid by purchasers, howsoever such deposits may be held or used.

(7) All other articles of property whatsoever owned by Debtor now or hereafter located or placed in or upon the Property and/or used in connection therewith for any purposes associated therewith, including without limitation supplies and materials delivered to or located upon the Property, or temporarily stored away therefrom, and used or to be used in connection with the construction of improvements and/or the operation, management or maintenance of the Property.

strip of land which was conveyed by deed dated January 19, 1968 from Albert A. Kishter, et al to Anne Arundel County, Maryland and recorded among the aforesaid Land Records in Liber 2247, Page 323, and running thence binding along the aforesaid northeasternmost right-of-way line of Elvaton Road.

(7) North 41°-35'-22" West 678.98 feet to a point at the beginning of the Third line of the aforesaid deed recorded in

DESCRIPTION OF  
SECTION ONE  
THE HIGHLANDS APARTMENTS  
THIRD ASSESSMENT DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 503 PAGE 566A

PARCEL I-(APARTMENT SITE):

BEGINNING for the same at a point on the southeasternmost right-of-way line of Highland Drive, sixty (60) feet wide and being designated as coordinate 7 as shown on a plat entitled, "Section One, The Highlands Apartments" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35, Page 48; said point also being at the beginning of the of the Fifth or South  $66^{\circ}-55'-10''$  East 345.16 foot line of Parcel No. 2 (Apartment Site) as described in a deed dated August 8, 1967 which was conveyed by Albert A. Kishter, et al to Western Associates, Inc. and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2093, Page 233, thence leaving said southeasternmost right-of-way line of Highland Drive and running thence binding along the Fifth through Ninth and part of the Tenth lines of the aforesaid deed recorded in Liber 2093, Page 233 referring to the Maryland State Grid Meridian,

(1) South  $66^{\circ}-55'-10''$  East 345.16 feet,

(2) South  $40^{\circ}-47'-33''$  East 130.11 feet,

(3) South  $66^{\circ}-02'-25''$  East 61.50 feet,

(4) South  $49^{\circ}-52'-01''$  East 125.93 feet,

(5) South  $04^{\circ}-28'-41''$  East 101.95 feet,

(6) South  $48^{\circ}-24'-38''$  West 288.17 feet to a point on the northeasternmost right-of-way line of Elvaton Road as shown on the aforesaid plat recorded in Plat Book 35, Page 48; said point also being on the northeast side of a fifteen (15) foot wide strip of land which was conveyed by deed dated January 19, 1968 from Albert A. Kishter, et al to Anne Arundel County, Maryland and recorded among the aforesaid Land Records in Liber 2247, Page 323, and running thence binding along the aforesaid northeasternmost right-of-way line of Elvaton Road,

(7) North  $41^{\circ}-35'-22''$  West 678.98 feet to a point at the beginning of the Third line of the aforesaid deed recorded in

Liber 2093, Page 233 and running thence binding along the Third and Fourth lines of said deed and along the southeasternmost right-of-way line of Highland Drive as shown on the aforesaid plat recorded in Plat Book 35, Page 48, the following two (2) courses and distances, viz.:

(8) 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and subtended by the chord, North  $03^{\circ}-24'-38''$  East 35.36 feet,

(9) North  $48^{\circ}-24'-38''$  East 135.24 feet to the point of beginning; containing 4.57 acres of land, more or less.

BEING a part of Parcel No. 2 (Apartment Site) as described in a deed dated August 8, 1967 which was conveyed by Albert A. Kishter, et al to Western Associates, Inc. and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2093, Page 233, and

ALSO BEING that parcel of land at the southeast corner of the intersection of Elvaton Road and Highland Drive as shown on a plat entitled "Section One, The Highlands Apartments recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35, Page 48.

PARCEL II-(HIGHLAND DRIVE ROADWAY):

BEGINNING for the same at a point on the northernmost right-of-way line of Highland Drive, sixty (60) feet wide, and being designated coordinate 6 as shown on plat entitled, "Section One-The Highlands Apartments" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35, Page 48; said point also being at the beginning of the Sixth or South  $41^{\circ}-35'-22''$  East 60.00 foot line of Parcel No. 3 (Street) as described in a deed dated August 8, 1967 which was conveyed by Albert A. Kishter, et al to Western Associates, Inc. and recorded among the

aforesaid Land Records in Liber 2093, Page 233 and running thence binding across Highland Drive and along the aforesaid Sixth deed line referring to the Maryland State Grid Meridian,

(1) South  $41^{\circ}-35'-22''$  East 60.00 feet to a point on the southernmost right-of-way line of Highland Drive as shown on the aforesaid plat and running thence binding along the southernmost right-of-way line of Highland Drive and along the Seventh and Eighth courses of the aforesaid deed recorded in Liber 2093, Page 233,

(2) South  $48^{\circ}-24'-38''$  West 135.24 feet,

(3) 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and subtended by the chord, South  $03^{\circ}-24'-38''$  West 35.36 feet to a point on the northeasternmost right-of-way line of Elvaton Road as shown on the aforesaid plat recorded in Plat Book 35, Page 48; said point also being on the northeast side of a fifteen (15) foot wide strip of land which was conveyed by deed dated January 19, 1968 from Albert A. Kishter, et al to Anne Arundel County, Maryland recorded among the aforesaid Land Records in Liber 2247, Page 323, and running thence binding along the aforesaid northeasternmost right-of-way line of Elvaton Road,

(4) North  $41^{\circ}-35'-22''$  West 110.00 feet to a point at the beginning of the Fourth line of the aforesaid deed recorded in Liber 2093, Page 233 and running thence binding along the Fourth and Fifth lines of said deed and along the northernmost right-of-way line of Highland Drive as shown on the aforesaid plat recorded in Plat Book 35, Page 48 the following two (2) courses and distances, viz.:

(5) 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and subtended by the chord, South  $86^{\circ}-35'-22''$  East 35.36 feet,

(6) North  $48^{\circ}-24'-38''$  East 135.24 feet to the point of beginning; containing 0.23 acre of land, more or less.

BEING part of Parcel No. 3 (Street) as recorded in a deed dated August 8, 1967 which was conveyed by Albert A. Kishter, et al to Western Associates, Inc. and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2093, Page 233.

DESCRIPTION OF  
SECTION 2-A  
THE HIGHLANDS APARTMENTS  
THIRD ASSESSMENT DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

PARCEL I

BEGINNING for the same at a point on the north side of Highland Drive (55 feet wide) as shown on the plat of "Section 2-A, The Highlands Apartments", said point being the following courses and distances from a point of tangency shown as coordinate point No. 5 of the intersection fillet curve at the corner of Elvaton Road and Highland Drive as shown on the plat of "Section One-The Highlands Apartments", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 35, Page 48, North  $48^{\circ}-24'-38''$  East 135.24 feet to coordinate point No. 6 and South  $41^{\circ}-35'-22''$  East 5.00 feet to a corner of Section 2-A, The Highlands Apartments where Highland Drive narrows to 55 feet in width, and North  $55^{\circ}-59'-16''$  East 141.41 feet to the point of beginning, and running from said beginning point, so fixed, leaving Highland Drive,

(1) North  $15^{\circ}-40'-50''$  West 266.96 feet,

(2) North  $39^{\circ}-58'-30''$  East 129.19 feet,

(3) North  $04^{\circ}-23'-00''$  West 143.92 feet,

(4) North  $25^{\circ}-54'-50''$  West 98.39 feet,

(5) North  $20^{\circ}-40'-40''$  East 55.16 feet to a point in the Second or South  $41^{\circ}-40'-46''$  East 500.42 foot line of Parcel No. 3 described in the Deed of conveyance from Welsh Homes, Inc. to Phyllis Realty, Inc., Harriet Realty, Inc. and Fran Realty, Inc., dated January 28, 1964 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1727, Page 514, said point being located South  $41^{\circ}-40'-46''$  East 47.53 feet measured along said line from its beginning, thence leaving said flood plain and running with the part of said South  $41^{\circ}-40'-46''$  East 500.42 foot line,

(6) South  $41^{\circ}-40'-46''$  East 452.89 feet thence continuing with the outlines of said Parcel No. 3,

(7) South  $08^{\circ}-07'-13''$  East 159.59 feet thence leaving said

Parcel No. 3 and running with the lines of the conveyance from the State of Maryland to Lowell R. Glazer by patent dated February 20, 1968 and recorded among the Land Records aforesaid in Liber 2152, Page 87.

(8) South  $58^{\circ}-17'-31''$  East, 132.09 feet.

(9) North  $57^{\circ}-02'-11''$  East 115.50 feet.

(10) South  $59^{\circ}-26'-07''$  East 256.00 feet thence leaving the outline of and crossing the aforesaid conveyance to Lowell R. Glazer and also crossing part of the hereinabove mentioned Parcel No. 3.

(11) South  $36^{\circ}-15'-00''$  West 346.87 feet to the north side of Highland Drive, thence with the North side of said Highland Drive.

(12) North  $53^{\circ}-45'-00''$  West 290.35 feet to a point of curvature.

(13) 85.97 feet along the arc of a curve to the left having a radius of 374.02 feet and subtended by a chord, North  $60^{\circ}-20'-05''$  West 85.78 feet.

(14) North  $66^{\circ}-55'-10''$  West 106.54 feet to a point of curvature.

(15) 120.61 feet along the arc of a curve to the left having a radius of 234.13 feet and subtended by a chord, North  $81^{\circ}-40'-38''$  West 119.28 feet, to the point of beginning; containing 6.11 acres of land, more or less.

#### PARCEL II

BEGINNING for the same at a point on the southern right-of-way line of Highland Drive, 55 feet wide, said point being North  $28^{\circ}-12'-04''$  West 23.69 feet reversely along the South  $28^{\circ}-12'-04''$  East 82.30 foot line of Section One, The Highlands Apartments, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 35, Page 48, said point also being North  $48^{\circ}-24'-38''$  East 135.24 feet and North  $75^{\circ}-47'-22''$  East 164.75 feet from the point of tangency of the property line fillet curve at the intersection of Highland Drive and Elvaton Road (being coordinate point 21 on said plat), and running from the place of beginning so fixed with the south side of Highland Drive.

(1) 30.99 feet along the arc of a curve to the right having a radius of 179.13 feet and subtended by the chord, South 71°-52'-32" East 30.96 feet.

(2) South 66°-55'-10" East 106.54 feet.

(3) 73.33 feet along the arc of a curve to the right having a radius of 319.02 feet and subtended by the chord, South 60°-20'-05" East 73.16 feet.

(4) South 53°-45'-00" East 290.35 feet to intersect the southeast outline of Section 2-A, The Highlands Apartments, thence with part of said line.

(5) South 36°-15'-00" West 23.40 feet to the north side of a 50 year flood plain shown on the plat of Section One-The Highlands Apartments, thence with said flood plain and the boundary of said plat.

(6) North 49°-09'-33" West 42.73 feet.

(7) North 66°-02'-25" West 137.00 feet.

(8) North 44°-41'-13" West 171.00 feet.

(9) North 66°-55'-10" West 133.00 feet.

(10) North 28°-12'-04" West 23.69 feet to the point of

beginning; containing 0.32 acre of land, more or less.

BEING a part of that conveyance from Phyllis Realty, Inc., et al to Albert A. Kister, et al by deed dated February 26, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2246, Page 596.

PARCEL III (HIGHLAND DRIVE ROAD RIGHT-OF-WAY):

BEGINNING for the same at a point on the northernmost right-of-way line of Highland Drive said point being designated coordinate 31 as shown on a plat entitled "Section 2-A, The Highlands Apartments" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 38, Page 1 running thence crossing said Highland Drive.

(1) South 36°-15'-00" West 55.00 feet to a point on the southernmost right-of-way line of said Highland Drive and running thence binding thereon the following four (4) courses and distances, viz.:

(2) North  $53^{\circ}-45'-00''$  West 290.35 feet.

(3) 73.33 feet along the arc of a curve to the left having a radius of 319.02 feet and subtended by the chord, North  $60^{\circ}-20'-05''$  West 73.16 feet.

(4) North  $66^{\circ}-55'-10''$  West 106.54 feet.

(5) 202.18 feet along the arc of a curve to the left having a radius of 179.13 feet and subtended by the chord, South  $80^{\circ}-44'-44''$  West 191.62 feet and crossing said Highland Drive.

(6) North  $41^{\circ}-35'-22''$  West 55.00 feet to a point on the northernmost right-of-way line of Highland Drive as shown on the aforesaid plat and running thence binding thereon the following four (4) courses and distances, viz.:

(7) 264.26 feet along the arc of a curve to the right having a radius of 234.13 feet and subtended by the chord, North  $80^{\circ}-44'-44''$  East 250.46 feet.

(8) South  $66^{\circ}-15'-10''$  East 106.54 feet.

(9) 85.97 feet along the arc of a curve to the right having a radius of 374.02 feet and subtended by the chord, South  $60^{\circ}-20'-05''$  East 85.78 feet.

(10) South  $53^{\circ}-45'-00''$  East 290.35 feet to the point of beginning; containing 0.45 acre of land, more or less.

BEING the fifty-five (55) foot wide right-of-way for Highland Drive as shown on a plat entitled "Section 2-A, The Highlands Apartments" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 38, Page 1.

DESCRIPTION OF  
SECTION 2B AMENDED  
THE HIGHLAND APARTMENTS  
THIRD ASSESSMENT DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

PARCEL I:

BEGINNING for the same at a point on the northernmost right-of-way line of Highland Drive, fifty-five (55) feet wide, as shown on a plat entitled, "Section 2B Amended, The Highland Apartments" as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 41, Page 38; said point also being on the northern edge of a fifty-five (55) foot wide strip of land which was conveyed by deed dated June 17, 1971 from Albert A. Kishter, et al to Anne Arundel County, Maryland and recorded among the aforesaid Land Records in Liber 2693, Page 520; said point also being at the end of the Twelfth or South  $36^{\circ}-15'-00''$  West 346.87 foot line of Parcel No. 1 as described in a deed dated February 26, 1969 which was granted and conveyed by Phyllis Realty, Inc., et al to Albert A. Kishter, et al and recorded among the aforesaid Land Records in Liber 2246, Page 596, and running thence binding along the outline of Section 2B Amended, The Highlands Apartments and reversely along the aforesaid Twelfth deed line referring to the Maryland State Grid Meridian.

(1) North  $36^{\circ}-15'-00''$  East 346.87 feet to a point in the Seventh or North  $59^{\circ}-26'-07''$  West 330.0 foot line of a deed dated February 27, 1968 which was conveyed from the State of Maryland to Lowell R. Glazer and recorded among the aforesaid Land Records in Liber 2152, Page 387; said point also being in the North  $59^{\circ}-11'$  West 330.00 foot line of a deed dated December 23, 1958 which was granted and conveyed from Mary A. Wimmer to the Northern Arundel Hospital Association, Inc. and recorded among the aforesaid Land Records in Liber 1265, Page 121, thence continuing along the outline of Section 2B Amended, The Highlands Apartments as recorded in Plat Book 41, Page 38, the following courses and distances, viz.:

(2) South  $59^{\circ}-26'-07''$  East 74.00 feet,

(3) South  $73^{\circ}-55'-25''$  East 198.00 feet,

(4) South  $28^{\circ}-25'-43''$  East 457.59 feet to a point in the Seventh or North  $69^{\circ}-43'-55''$  East 393.10 foot line of Parcel No. 3 described in a deed dated January 20, 1964 which was conveyed from Welsh Homes, Inc. to Phyllis Realty, Inc., et al and recorded among the aforesaid Land Records in Liber 1727, Page 514 thence leaving the aforementioned conveyance recorded in Liber 2152, Page 87 and continuing to run with the outlines of the aforementioned conveyance recorded in Liber 1265, Page 121 and passing through part of the aforementioned Parcel No. 3 recorded in Liber 1727, Page 514.

(5) South  $28^{\circ}-25'-43''$  East 20.41 feet.

(6) North  $63^{\circ}-54'-27''$  East 148.07 feet to a point at the end of the Eighth or North  $08^{\circ}-57'-24''$  East 177.01 foot line of the 50 year flood plain which was conveyed by deed dated June 17, 1971 from Albert A. Kishter, et al to Anne Arundel County, Maryland and recorded among the aforesaid Land Records in Liber 2693, Page 520 and running thence binding reversely along the Eighth through First lines of the aforesaid deed.

(7) South  $08^{\circ}-57'-24''$  West 177.01 feet.

(8) South  $59^{\circ}-18'-01''$  West 111.65 feet.

(9) South  $52^{\circ}-07'-30''$  West 148.22 feet.

(10) South  $82^{\circ}-49'-42''$  West 152.19 feet.

(11) North  $59^{\circ}-19'-44''$  West 67.14 feet.

(12) North  $40^{\circ}-56'-06''$  West 69.83 feet.

(13) North  $22^{\circ}-52'-25''$  East 104.19 feet, and

(14) North  $40^{\circ}-24'-23''$  West 261.95 feet to a point on the outline of Section 2B Amended, The Highlands Apartments as recorded in Plat Book 41, Page 38 and continuing along the said outline of Section 2B Amended, The Highlands Apartments.

(15) North  $83^{\circ}-30'-00''$  West 194.18 feet.

(16) North  $49^{\circ}-09'-33''$  West 64.42 feet.

(17) North  $36^{\circ}-15'-00''$  East 23.40 feet to a point on the

southernmost right-of-way line of Highland Drive, fifty-five (55) feet wide, as shown on the aforesaid plat recorded in Plat Book 41, Page 38; said point also being on the southernmost edge of a fifty-five foot wide strip of land recorded in Liber 2693, Page 520 and running thence binding along the road right-of-way line of Highland Drive as shown on the aforesaid plat the following seven (7) courses and distances, viz.:

(18) 110.14 feet along the arc of a curve to the left having a radius of 260.23 feet and subtended by the chord, South 65°-52'-30" East 109.32 feet,

(19) South 78°-00'-00" East 135.37 feet,

(20) 19.88 feet along the arc of a curve to the right having a radius of 25.00 feet and subtended by the chord, South 55°-12'-48" East 19.36 feet,

(21) 236.61 feet along the arc of a curve to the left having a radius of 50.00 feet,

(22) 19.88 feet along the arc of a curve to the right having a radius of 25.00 feet and subtended by the chord, North 79°-12'-48" West 19.36 feet,

(23) North 78°-00'-00" West 135.37 feet,

(24) 86.86 feet along the arc of a curve to the right having a radius of 205.23 feet and subtended by the chord, North 65°-52'-30" West 86.22 feet to the point of beginning; containing 6.91 acres of land, more or less.

BEING a part of that conveyance from Lowell R. Glazer, et al to Albert Kishter, et al by deed dated February 23, 1971 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2389, Page 724.

PARCEL II (POOL SITE):

BEGINNING for the same at a point on the Second or North 54°-28'-59" East 100.00 foot line of a deed dated August 8, 1967 which was conveyed by Albert A. Kishter, et al to Western Associates, Inc. and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2093, Page 233; said point being on a northeasternmost right-of-way line of Elvaton Road and

also being on the northeasternmost side of the Fifteen (15) foot wide strip of land which was conveyed by deed dated January 19, 1968 from Albert A. Kishter, et al to Anne Arundel County, Maryland and recorded among the aforesaid Land Records in Liber 2247, Page 323 and leaving said northeasternmost right-of-way line of Elvaton Road and running thence binding along part of the Second and all of the Third and Fourth lines of the aforesaid deed recorded in Liber 3093, Page 233 and also binding along the westernmost outlines of the Recreation Area as shown on a plat entitled, "Section 2-B Amended, The Highlands Apartments" and recorded among the aforesaid Land Records in Plat Book 41 at Folio 38, referring to the Maryland State Grid Meridian,

(1) North  $54^{\circ}-28'-59''$  East 84.92 feet,

(2) North  $06^{\circ}-30'-00''$  East 280.00 feet,

(3) South  $83^{\circ}-36'-16''$  East 104.98 feet and running thence binding along the easternmost outline of said Recreation Area, the following three (3) courses and distances, viz.:

(4) South  $02^{\circ}-21'-40''$  West 214.93 feet,

(5) South  $22^{\circ}-12'-20''$  East 50.00 feet, and

(6) South  $12^{\circ}-12'-20''$  East 50.00 feet to intersect the northern outline of the Recreation Area as shown on a plat entitled, "Section One-The Highlands" and recorded among the aforesaid Land Records in Plat Book 32, Page 96, thence binding on the northern outline of "Section One-The Highlands", and also along the southeasternmost outline of the Recreation Area as shown on the aforesaid plat recorded in Plat Book 41, Page 38, the following two (2) courses and distances, viz.:

(7) South  $72^{\circ}-04'-04''$  West 55.51 feet,

(8) South  $54^{\circ}-28'-59''$  West 121.95 feet to a point on the aforesaid northeasternmost right-of-way line of Elvaton Road as described in the abovementioned deed recorded in Liber 2247, Page 323 and running thence binding along the northeasternmost right-of-way line of said Elvaton Road,

(9) North  $38^{\circ}-03'-21''$  West 105.51 feet to the point of beginning; containing 1.10 acres of land, more or less.

BEING part of the (pool site) parcel of land which was granted and conveyed by deed dated August 8, 1967 by Albert A. Kishter, et al to Western Associates, Inc. and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2093, Page 233; said parcel also being known as Recreation Area containing 1.10 acres of land as shown on a plat entitled, "Section 2-B Amended, The Highland Apartments" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 41 at Folio 38.

DESCRIPTION OF  
SECTION 3  
THE HIGHLANDS APARTMENTS  
THIRD ASSESSMENT DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point in the northeast right-of-way line of Mountain Road extended (Maryland Route 177) said point being located in and North  $20^{\circ}-59'-31''$  East 202.51 feet from the beginning of the Second or North  $20^{\circ}-59'-31''$  East 234.50 foot line of Parcel No. 1 as described in a deed dated January 28, 1964 which was conveyed from Welsh Homes, Inc. to Phyllis Realty, Inc., et al and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1727, Page 514; said point also being at the beginning of the First or North  $20^{\circ}-59'-31''$  East 31.99 foot line of a deed dated November 1, 1972 which was granted and conveyed by Phyllis Realty, Inc., et al to Albert A. Kishter, et al and recorded among the aforesaid Land Records in Liber 2535, Page 369; said point also being on the westernmost corner of a plat entitled, "Section 3, The Highlands Apartments" as recorded among the aforesaid Land Records in Plat Book 41, Page 39 and running thence binding along the First and part of the Second course of the herein aforementioned deed recorded in Liber 2535, Page 369 and along the northeasternmost outline of Section 3, The Highlands Apartments, as shown on the aforesaid plat recorded in Plat Book 41, Page 39, referring to the Maryland State Grid Meridian.

(1) North  $20^{\circ}-59'-31''$  East 31.99 feet,

(2) 265.76 feet along the arc of a curve to the left having a radius of 747.64 feet and subtended by the chord, North  $10^{\circ}-48'-38''$  East 264.37 feet to a point on the southeasternmost right-of-way line of Oak Manor Drive (formerly Oak Wood Road) and being on the southeasternmost edge of a 15 foot wide widening strip which was granted and conveyed by deed dated October 15, 1972 by Leonard J. Attman, et al to Anne Arundel County, Maryland and recorded among the aforesaid Land Records in Liber 2799, Page 328 and running thence binding along the aforesaid southeasternmost right-of-way line of Oak Manor Drive granted

therein and also as shown on the plat entitled, "Section 3, The Highlands Apartments" recorded in Plat Book 41, Page 39 the following four (4) courses and distances, viz.:

(3) South  $40^{\circ}-12'-59''$  East 864.47 feet,

(4) 390.53 feet along the arc of a curve to the right having a radius of 5,183.63 feet and subtended by the chord, South  $38^{\circ}-03'-29''$  East 390.44 feet,

(5) South  $35^{\circ}-53'-59''$  East 529.00 feet,

(6) 50.56 feet along the arc of a curve to the right having a radius of 500.00 feet and subtended by the chord, South  $38^{\circ}-47'-48''$  East 50.54 feet to a point on the Sixth or South  $40^{\circ}-39'-47''$  West 53.82 foot line of the abovementioned deed recorded in Liber 2535, Page 369 and running thence leaving said southeasternmost right-of-way line of Oak Manor Drive and binding along part of the said Sixth deed line,

(7) South  $40^{\circ}-39'-47''$  West 41.03 feet to a point on the northeasternmost right-of-way line of Mountain Road extended (Maryland Route 177) and running thence binding along the aforesaid northeasternmost right-of-way line of Mountain Road extended, the following ten (10) courses and distances, viz.:

(8) 170.46 feet along the arc of a curve to the right having a radius of 1,809.86 feet and subtended by the chord, North  $51^{\circ}-31'-19''$  West 170.39 feet,

(9) North  $42^{\circ}-05'-20''$  West 99.97 feet,

(10) North  $42^{\circ}-01'-04''$  West 345.37 feet,

(11) North  $45^{\circ}-40'-12''$  West 50.00 feet,

(12) North  $50^{\circ}-14'-38''$  West 50.16 feet,

(13) North  $45^{\circ}-40'-12''$  West 400.00 feet,

(14) North  $43^{\circ}-22'-46''$  West 50.04 feet,

(15) North  $45^{\circ}-40'-12''$  West 150.00 feet,

(16) North  $38^{\circ}-49'-38''$  West 100.72 feet,

(17) North  $45^{\circ}-40'-12''$  West 249.05 feet to the point of

beginning; containing 6.35 acres of land, more or less.

BEING part of that land which by deed dated November 1, 1972 was granted and conveyed by Phyllis Realty, Inc., et al to Albert A. Kister, et al and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2535, Page 369; said parcel also being shown on a plat entitled "Section 3, The Highlands Apartments" as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 41, Page 39.

Mailed to Secured Party

264150

BOOK 503 PAGE 581

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Clerk Of The Court Of Anne Arundel Co.
- 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): Paula J. Peters, P.A. Address(es): 182 Duke Of Gloucester Street  
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department: Church Circle  
Attention: D. Phipps Post Office Box 987, Mailstop 500-501  
Baltimore, Maryland 21203

(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, contractual 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):

Debtor: Paula J. Peters, P.A.

Secured Party: Maryland National Bank

By: Paula J. Peters, Pres. (Seal)  
Type name and title, if any

By: [Signature] (Seal)

By: Paula J. Peters, Pres. (Seal)  
Type name and title, if any

D. Phipps, Branch Manager  
Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

1986 OCT 14 PM 3:06

E. J. COLLISON  
CLERK



[Handwritten initials]

11.00  
OCT 14 1986

THIS SCHEDULE A IS ATTACHED TO AND MADE A PART OF  
 A SECURITY AGREEMENT DATED 9/23/86 BETWEEN  
 MARYLAND NATIONAL BANK AND Paula J. Peters, P.A.

EQUIPMENT PROPOSED

HARDWARE

IBM PC XT  
 20M HARD DRIVE, 360K FLOPPY DRIVE, 640K RAM  
 MONochrome MONITOR, HERCULES GRAPHICS ADAPTER  
 TOTAL \$ 2,865.00 (2,960)

COMPAQ DESKPRO  
 20M HARD DRIVE, 360K FLOPPY DRIVE, 640K RAM  
 MONochrome MONITOR  
 TOTAL \$ 2,650.00

HP LASERJET  
 LEGAL PAPER TRAY  
 LETTER PAPER TRAY  
 TOTAL \$ 2,585.00

IBM QUIETWRITER  
 CUT SHEET FEED (don't need hood)  
 TRACTOR  
 Total \$ 1,465.00 (1,250.00)

NEC 3350  
 CUT SHEET FEED  
 ACOUSTICAL HOOD (additional \$275.00)  
 Total \$ 1,465.00 (1,185.00)

SOFTWARE

DOS 3.2 (395)  
 WORD PERFECT 4.1 (2495)  
 IUS CLIENT TIME AND BILLING (5,495)  
 TOTAL \$ 1,500.00

SUPPLIES

DISKETTES, PAPER, SURGE PROTECTOR  
 GLARE SCREEN  
 TOTAL \$ 175.00

SYSTEM INCLUDES FULL ENTIRE BURN-IN, SYSTEM TEST AND  
 INTEGRATION, ON-SITE DELIVERY AND INSTALLATION, 2 HOURS OF  
 SYSTEM INSTRUCTION.

Mailed to Secured Party

ppp

264151

maryland national bank

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) Address(es)  
 Atlantic Pressure Washers 6407 Ritchie Highway  
 Glen Burnie, MD 21061

6 Secured Party Address  
 Maryland National Bank P.O. Box 871  
 Attention: Claude Patrick Annapolis, MD 21404

11.00  
 .50  
 114.19  
 OCT 14 86

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, contractual 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.

PARTNERS

Daniel H. Hayden (Seal)  
Latina (Libby) J. Hayden (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank  
C. Ann Abruzzo (Seal)  
 C. Ann Abruzzo  
 Asst. Vice President  
 \_\_\_\_\_  
 Type name and title

Mailed to Secured Party

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

1986 OCT 14 PM 3:06

E. AUBREY COLLISON CLERK



Handwritten initials 'TT' and 'S'



**MARYLAND NATIONAL BANK**  
 We want you to grow.<sup>SM</sup>  
MEMBER FDIC

264152

BOOK 503 PAGE 584

**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 \$ 12,000.00. 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 Clerk of the Court - Anne Arundel County

5. Debtor(s) Name(s) Address(es)  
 David J. Tolner, M.D. 7310 Ritchie Highway  
 Glen Burnie, Maryland 21061

6. Secured Party Address  
 Maryland National Bank 7310 Ritchie Highway  
 Attention: F. Hughes Glen Burnie, Maryland 21061

SEARCH FEE 11.00  
 RECORD TAX 84.00  
 TOTAL CHARGES FOR 1985 95.00

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:

OCT 14 85

- 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, contractual 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.

David J. Tolner (Seal)  
 David J. Tolner

Secured Party  
 Maryland National Bank  
M. Faye Hughes, Sr. (Seal)

M. Faye Hughes, Sr. Br. Officer  
 Type name and title

Mailed to Secured Party

E. AUBREY COLLISON  
 CLERK

1985 OCT 14 PM 3:07

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



11-  
 84.00  
 \$

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):

Annapolis 153 Limited Partnership  
Name or Names—Print or Type

1A Melrob Court Annapolis Anne Arundel MD 21403  
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:

American Mortgages, Inc.  
Name or Names—Print or Type

4340 East West Highway, Ste 900, Bethesda, MD 20814  
Address—Street No., City - County State Zip Code

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

Description to property in Exhibit A is attached hereto and incorporated herein.

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

Description of the Real Property is attached hereto as Exhibit B.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORDING FEE 24.00  
POSTAGE .50  
201833 CASE R02 T10116  
OCT 15 1986

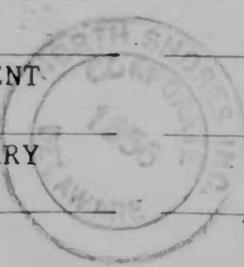
DEBTOR(S) ANNAPOLIS 153 LIMITED PARTNERSHIP BY FOREST HILLS LIMITED PARTNERSHIP, GENERAL PARTNER, BY NORTH SHORES, INC., GENERAL PARTNER

SECURED PARTY:

DANIEL C. ANDERSON, PRESIDENT (Company, if applicable)

Thyllis G. Anderson SECRETARY (Signature of Secured Party)

Type or Print 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 James L. Meyer 136 West Street Ann. Md. 21401

2400  
10/15

1986 OCT 15 AM 10:30  
E. AUBREY COLLISON  
CLERK

## EXHIBIT A

DESCRIPTION 13.2857 ACRES  
(NET TOTAL)  
FOREST HILLS APARTMENTS  
CITY OF ANNAPOLIS  
SIXTH ASSESSMENT DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

## SECTION ONE

Beginning at a pointing binding on the westerly right-of-way line for Bricin Street (50' feet wide) said point being on the southwestern truncated right-of-way corner of Janwal Street and Bricin Street as shown on a plat entitled Plat One, Resubdivision of Forest Hills Apartments and recorded among the land records of Anne Arundel County, Maryland in Plat Book 107 of page 5 & 6 ; thence binding on the westerly right-of-way line for Bricin Street with meridian referenced to City of Annapolis Grid North as now described by Dewberry & Davis Registered Professional Land Surveyor's

- 1) South  $31^{\circ} 39' 50''$  East 88.88 feet; thence southeasterly 264.24 feet along the arc of a curve to the right, having a radius of 495.99 feet subtended by a chord bearing and distance of
- 2) South  $16^{\circ} 24' 08''$  East 261.14 feet; thence
- 3) South  $01^{\circ} 08' 20''$  East 265.00 feet; thence departing the right-of-way for Bricin Street and binding on the northwestern truncated right-of-way corner for Forest Hills Avenue (50' feet wide)' southwesterly 34.56 feet along the arc of a curve to the right having a radius of 22.00 feet subtended by a chord bearing and distance of
- 4) South  $43^{\circ} 54' 23''$  West 31.12 feet; thence departing the said right-of-way for Forest Hills Avenue and binding on the line of division with Forest Hills, Plat 2 as recorded in Platbook 29 at page 23 and recorded among the Landrecords of said County and State the following four (4) courses and distance
- 5) North  $17^{\circ} 54' 00''$  West 108.63 feet; thence

Description 13.2857 Acres

Forest Hills Apartments

October 7, 1986

Page Two

BOOK 503 PAGE 587

- 6) North  $05^{\circ} 42' 10''$  East 71.27 feet; thence
- 7) South  $88^{\circ} 51' 20''$  West 344.68 feet; thence
- 8) North  $89^{\circ} 08' 50''$  West 245.26 feet; thence departing said division line so as to cross and include a portion of the property thereof.
- 9) North  $02^{\circ} 14' 43''$  West 264.42 feet; thence
- 10) North  $54^{\circ} 13' 31''$  East 122.03 feet to intersect the southerly right-of-way line of Janwal Street; thence binding on said right-of-way in part northeasterly 260.66 feet along the arc of a curve to the left having a radius of 300.00 feet subtended by a chord bearing and distance of
- 11) North  $83^{\circ} 13' 38''$  East 252.54 feet; thence
- 12) North  $58^{\circ} 20' 10''$  East 162.49 feet; thence southeasterly 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet subtended by a chord bearing and distance of
- 13) South  $76^{\circ} 40' 03''$  East 35.34 feet to the point and place of beginning

CONTAINING 230,800 square feet or 5.2987 acres of land.

TOGETHER with 347,928 square feet or 7.9873 acres for Section Two to be described herewith.

Description 13.2857 Acres  
Forest Hills Apartments  
October 7, 1986  
Page Three

BOOK 503 PAGE 588

SECTION TWO

BEGINNING at a point binding on the southerly right-of-way line for Janwal Street (50 feet wide) as shown on a plat entitled Plat Two, Resubdivision of Forest Hills Apartments and recorded in the Land records for Anne Arundel County in Platbook 107 at pages 5 & 6; said point being the northern most point as shown on said plat; thence departing said right-of-way and binding on the South  $35^{\circ} 41' 25''$  East 878.10 feet line in part, being the line common with Stevens Park (Platbook 31 at Page 61) with meridian referenced to City of Annapolis Grid North as now described by Dewberry & Davis, Registered Professional Land Surveyors

- 1) South  $35^{\circ} 41' 25''$  East 598.10 feet; thence departing said line so as to cross and include a portion of the property thereof
- 2) South  $02^{\circ} 15' 54''$  East 354.27 feet to a point binding on the northerly right-of-way line for Forest Hills Avenue (50 feet wide) in part northwesterly 54.00 feet along the arc of a curve to the left having a radius of 598.70 feet subtended by a chord bearing and distance of
- 3) North  $88^{\circ} 33' 18''$  West 53.98 feet; thence
- 4) South  $88^{\circ} 51' 40''$  West 442.33 feet; thence northwesterly 39.27 feet along the arc of a curve to the right having a radius of 25 feet subtended by a chord bearing and distance of
- 5) North  $46^{\circ} 08' 04''$  West 35.36 feet; thence departing the aforesaid right-of-way line of Forest Hills Avenue and binding on the easterly right-of-way line for Bricin Street (50' feet wide)
- 6) North  $01^{\circ} 08' 20''$  West 187.00 feet; thence departing the easterly said right-of-way line for Bricin Street, northeasterly 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet subtended by a chord bearing and distance of

Description 13.2857 Acres

800: 503 PAGE 589

Forest Hills Apartments

October 7, 1986

Page Four

- 7) North  $43^{\circ} 50' 33''$  East 35.36 feet; thence binding on the right-of-way for Melrob Court (50 feet wide)
- 8) North  $88^{\circ} 51' 40''$  East 90.00 feet; thence northeasterly 82.97 feet along the arc of a curve to the left having a radius of 134.00 feet subtended by a chord bearing and distance of
- 9) North  $71^{\circ} 07' 33''$  East 81.67 feet to a point of reverse curvature; thence northeasterly 16.18 feet along the arc of a curve to the right having a radius of 25.00 feet subtended by a chord bearing and distance of
- 10) North  $71^{\circ} 55' 47''$  East 15.89 feet to a point of reverse curvature; thence northwesterly 233.72 feet along the arc of a curve to the left (for a cul-de-sac) having a radius of 50.00 feet subtended by a chord bearing and distance of
- 11) North  $43^{\circ} 26' 42''$  West 72.04 feet to a point of reverse curvature; thence southwesterly 31.30 feet along the arc of a curve to the right having a radius of 25.00 feet subtended by a chord bearing and distance of
- 12) South  $33^{\circ} 47' 35''$  West 29.29 feet to a point of compound curvature; thence southwesterly 28.16 feet along the arc of a curve to the right having a radius of 84.00 feet subtended by a chord bearing and distance of
- 13) South  $79^{\circ} 15' 49''$  West 28.02 feet to a point of tangency; thence
- 14) South  $88^{\circ} 51' 40''$  West 90.55 feet; thence northwesterly 38.17 feet along the arc of a curve to the right having a radius of 25.00 feet subtended by a chord bearing and distance of
- 15) North  $47^{\circ} 24' 11''$  West 34.57 feet to a point of reverse curvature; thence continuing on the right-of-way line for Bricin Street (50 feet wide) northwesterly 266.97 feet along the arc of a curve to the left having a radius of 545.99 feet subtended by a chord bearing and distance of

Description 13.2857 Acres

Forest Hills Apartments

October 7, 1986

Page Five

BOOK 503 PAGE 590

- 16) North  $17^{\circ} 39' 15''$  West 264.32 feet; thence
- 17) North  $31^{\circ} 39' 50''$  West 88.88 feet; thence northeasterly 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet subtended by a chord bearing and distance of
- 18) North  $13^{\circ} 19' 30''$  East 35.36 feet to a point binding on the southerly right-of-way line for Janwal Street (50 feet wide); thence binding on said right-of-way in part
- 19) North  $58^{\circ} 20' 10''$  East 333.27 feet to the point and place of beginning.

CONTAINING 347,928 square feet or 7.9873 acres of land.

In all total 13.2857 acres net total.

BEING a portion of the property as shown on two plats entitled; (First) Plat One, Resubdivision of Forest Hills Apartments, (Second) Plat Two, Resubdivision of Forest Hills Apartments, both as shown on a Plat entitled Forest Hills Apartments and recorded in Plat Book 32 at page 83 and as described in a conveyance from Forest Hills Venture to Annapolis 153 Limited Partnership by deed dated December 15, 1982 and recorded in Liber 3542 of Folio 835 among the land records of Anne Arundel County, Maryland.

Subject to any and all easements of record as shown on the plat entitled Forest Hills Apartments, City of Annapolis and recorded in Plat Book 32 at page 83 among the said land records.

All machinery, apparatus, equipment, fittings, fixtures, furniture, building materials or related supplies and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon the hereinafter described real estate or any part thereof (the "Property"), and used or usable in connection with any present or future operation of the Property (hereinafter called "Equipment") now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien evidenced hereby; and

All present and future accounts, security deposits, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, as all of the above are defined in the Maryland Uniform Commercial Code; and

All present and future leases and contracts for the sale of the Property, the improvements thereon, or any part thereof, and all deposits thereunder, and all present and future accounts, instruments (promissory notes and mortgages), and chattel paper received by Debtor and arising in connection with the sale of the mortgaged premises, the improvements thereon or any part thereof; and

All present and future contracts or undertakings between Debtor (or Debtor's agent) and any utility company or other public or private suppliers of utilities, any architect, engineer, contractor, developer or any third person rendering services or materials to Debtor in connection with the Property.

264154

To Be Recorded In The Land Records  
And In The Chattel Records Of  
Anne Arundel County And Among The  
Financing Statement Records Of  
The State Department Of Assessments  
And Taxation.

Subject To Recording Tax On Principal  
Amount Of \$140,000.00 Which Was  
Paid To The Clerk Of The Circuit  
Court Of Anne Arundel County Upon  
The Filing Of A Deed Of Trust.

**FINANCING STATEMENT**  
(Maryland - U.C.C.-1)

- 1. **DEBTOR:** **THE DEMPSEY COMPANY, INC.**  
2017 Huntwood Drive  
Gambrills, Maryland 21054
- 2. **SECURED PARTY:** **BALTIMORE FEDERAL FINANCIAL, F.S.A.**  
300 East Lombard Street  
Baltimore, Maryland 21202

Attention: Commercial Lending Division

- 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, or located elsewhere and not as yet delivered to the below referred to real

RECEIVED IN RECORDS  
 1986 OCT 15 PM 1:54  
 AUBREY COLLISON  
 CLERK  
 RECORDED FEE 17.00  
 POSTAGE 00  
 #01903 0237 AND 113:53  
 OCT 15 86

CR  
CLERK

1720  
50

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 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, 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, 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 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 may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be 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 Debtor is the record owner of the aforementioned real property.

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:**

THE DEMPSEY COMPANY, INC.,  
A Maryland Corporation

By:  (SEAL)  
James F. Dempsey, Jr.,  
President

Date: September 15, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (DRN) 5162

5162  
D-00.82

BOOK 503 PAGE 595

EXHIBIT A

BEING known and designated as Lot Numbered Ten (10), in the subdivision known as Plat One (1) "BLADEN", which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 3919, folio 296.

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 25,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Judy M. Mills  
Paul B. Arter

1280 Crossover Drive  
Edgewater, Maryland 21037

Secured Party

Address

~~XXXXXXXX~~

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

RECORD FEE 12.00  
 RECORD FEE 175.00  
 FILING FEE .50  
 1986 OCT 15 11:47 AM  
 OCT 15 1986

Attach separate list if necessary

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

All equipment and inventory now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such equipment and inventory.

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 } of the collateral are also specifically covered.  
 Products }

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)

*Judy M. Mills*  
Judy M. Mills

FARMERS NATIONAL BANK OF MARYLAND

Paul B. Arter  
*Paul B. Arter*

*Frank T. Lowman III*  
BY Frank T. Lowman, III  
Senior Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

CLERK  
1986 OCT 15 PM 3:49  
E. MURPHY COLLISON  
CLERK

Mailed to Secured Party  
1200  
175  
8

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX  
264156

FINANCING STATEMENT

BOOK 503 PAGE 597

1. Debtor:  
ARTHUR H. HAMLIN  
MARIANNE S. HAMLIN

Address:  
1835 Forest Drive  
Unit B-3-B  
Forest Office Park  
Annapolis, Maryland 21401

*[Handwritten scribble]*

2. Secured Party:  
SECOND NATIONAL BUILDING  
& LOAN, INC.

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.

RECORDED FEE 14.00  
INDEXED FEE 5.00  
TOTAL FEE 19.00  
OCT 16 1966

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** 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 including 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 conditioning, 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 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; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) 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, 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

*MSD*

1966 OCT 16 AM 11:49

CLERK

*[Circular stamp: CR CLERK]*

*MSD*

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 preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises or as used as commercial office space.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust, Assignment of Rents and Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A.**

Debtor:

Arthur H. Hamlin (SEAL)  
ARTHUR H. HAMLIN

Marianne S. Hamlin (SEAL)  
MARIANNE S. HAMLIN

Dated: March 27, 1986

MR. CLERK: Return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21404



BEING shown and designated as Condominium Unit No. B-3-B on a Plat entitled "Forest Office Park Condominium, Phase 2, Building B" which is recorded among the Condominium Plat Records of Anne Arundel County, Maryland, in Condominium Plat Book 27, Pages 43 through 46, according to the Condominium Declaration dated February 12, 1985, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber EAC 3871, folio 101, as amended by First Amendment to Forest Office Park Condominium Declaration dated April 24, 1985, and recorded among the aforesaid Land Records in Liber EAC 3880, folio 274, as amended by Second Amendment to Forest Office Park Condominium Declaration dated June 17, 1985, and recorded among the aforesaid Land Records in Liber EAC 3936, folio 336, and as amended by Third Amendment to Forest Office Park Condominium Declaration dated December 23, 1985 and recorded among the aforesaid Land Records in Liber EAC 3998, folio 73; together with an undivided interest in the common elements of the condominium as declared in the Condominium Declaration to be appurtenant to such unit.

Mailed to Secured Party

Clerk of the Circuit Court  
Anne Arundel County  
P.O. Box 71  
Annapolis, MD. 21401

BOOK 503 PAGE 600

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

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260462,  
RECORDED IN LIBER 494 FOLIO 576 ON 02/18/86 (DATE).

2. Name and address of Debtor(s) Enviro Structures, Ltd. Box 1084 Severna Park, Anne Arundel, Md. 21146	3. Name and address of Secured Party C.I.T. Corporation 1301 York Road Lutherville, Md. 21093
--	--

4. After recording, this statement is to be returned to C.I.T. Corporation at

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.  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:

RECORD FEE 10.00  
POSTAGE .50  
#02100 0237 R02 113113  
OCT 16 1986

8. Description of Collateral:

Dated \_\_\_\_\_

  
(Signature of Secured Party)

C.I.T. Corporation

(Type or Print Name of Secured Party on Above Line)

Mailed to Secured Party



10.7 20

1986 OCT 16 PM 1:12

E. AUBREY COLLISON  
CLERK

Clerk of the Circuit Court  
Anne Arundel County  
P.O. Box 71  
Annapolis, Md. 21404

BOOK 503 PAGE 601

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

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261076  
RECORDED IN LIBER 496 FOLIO 306 ON 04/01/86 (DATE).

2. Name and address of Debtor(s) Enviro Structures, Ltd. P.O. Box 1084 Severna Park, Anne Arundel, Md. 21146	3. Name and address of Secured Party C.I.T. Corporation 1301 York Road Lutherville, Maryland 21093
---	---

4. After recording, this statement is to be returned to C.I.T. Corporation at

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.  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:

RECORD FEE 10.00  
POSTAGE .50  
802101 0237 R02 113313  
OCT 16 86

8. Description of Collateral:

Dated \_\_\_\_\_

*G.M.P. Schuchert*  
(Signature of Secured Party)

C.I.T. Corporation

(Type or Print Name of Secured Party on Above Line)



Mailed to Secured Party

1986 OCT 16 PM 1:12

E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT

1. Names and Addresses of Debtors: ROBERT A. RAWLINGS  
MILLIE J. RAWLINGS  
3305 Harness Creek Road  
Annapolis, Maryland 21403

64153

BENJAMIN R. MORELAND  
SARAH W. MORELAND  
442 Dewey Drive  
Annapolis, Maryland 21403

2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Department  
Construction Finance Section  
10 Light Street  
Baltimore, Maryland 21202

RECORD FEE 16.00  
STAMP .50  
1986 OCT 16 11:37  
OCT 16 86

3. This Financing Statement covers the following types (or items) of property:  
(a) The interest of Debtors 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 Indemnity Deed of Trust dated September 26, 1986, from Debtors 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 Debtors 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.

(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.

(d) Proceeds and products of all collateral are covered.

4. NOT SUBJECT TO RECORDATION TAX.

Debtors:

Secured Party:

MARYLAND NATIONAL BANK

Robert A. Rawlings  
Robert A. Rawlings

By Patricia M. Hicks  
Patricia M. Hicks  
Assistant Vice President

1986 OCT 16 PM 2:20

LIBREY COLLISON  
CLERK

CR  
CLERK

1650

Debtors; (CONTINUED)

Millie J. Rawlings  
Millie J. Rawlings

Benjamin R. Moreland  
Benjamin R. Moreland

Sarah W. Moreland  
Sarah W. Moreland



Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

## EXHIBIT 'A'

BEGINNING for the same at a pipe found where the northeast side of Margaret Avenue intersects the northwest side of Edgewood Street, as shown on the plat of the subdivision of Part of the McGuckian Estate dated February, 1946, and recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-7, Plat 8, now Plat Book 19, folio 161; and running from said beginning point with the northeast side of Margaret Avenue, north 63 degrees 36 minutes west 240 feet to a pipe; thence with a line passing through Lots 24 and 5, north 26 degrees 24 minutes east 300 feet to the southwest side of Park Avenue, as shown on said plat; thence with the southwest side of Park Avenue, now known as Virginia Street, south 63 degrees 36 minutes east 240 feet to a pipe at the intersection of the southwest side of said Park Avenue and the northwest side of Edgewood Street; thence with the northwest side of Edgewood Street, south 26 degrees 24 minutes west 300 feet to the place of beginning; being all of the lots from 1 through 4 and from 25 through 28 and the southeast 40 feet of Lots 5 and 24, all in Block N, as shown on the above-mentioned plat, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in April, 1954.

Mailed to Secured Party

[TO BE CROSS INDEXED]

- To be recorded
- X) in the Financing Statement Records of Anne Arundel County
- (2) in the Land Records of Anne Arundel County
- (3) with State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TAX-PROPERTY ARTICLE, TITLE 12, ANNOTATED CODE OF MARYLAND AS AMENDED

FINANCING STATEMENT

- |  |   |
|--|---|
| 1. Debtor:   | Address of Debtor:  |
| IHP LIMITED PARTNERSHIP,<br>a Maryland Limited Partnership | 8830 Cameron Street, Suite 604<br>Silver Spring, Maryland 20910 |
| 2. Secured Party:  | Address of Secured Party:                                       |
| SOVRAN BANK/MARYLAND,<br>a banking institution             | 6610 Rockledge Drive<br>Bethesda, Maryland 20817                |

3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

3.1. All building materials and other articles of tangible 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 (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the Land and now owned or hereafter acquired by the Debtor.

3.2. Any and all judgments, awards of damages (including but not limited to severance 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 (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

14.00  
52  
101 15403  
OCT 16 86

1986 OCT 16 PM 3:11  
E ASHERLY COLLISON  
CLERK

14  
5

3.3. 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 Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

3.4. Any and all agreements and any and all remedies thereunder now existing or hereafter entered into in connection with the use, operation and sale of the Real Property, including without limitation the land, improvements, fixtures and/or personalty or any part thereof.

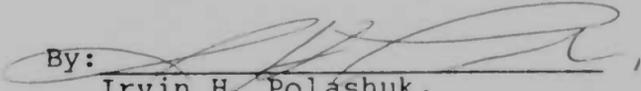
4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that land, situate and lying in Anne Arundel County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:  
IHP LIMITED PARTNERSHIP

Dated: October 6, 1986

By:   
Irvin H. Polashuk,  
General Partner

Mr. Clerk: Please return to:

Dennis C. Brady, Esquire  
O'Malley, Miles, McCarthy,  
& Harrell  
99 Commerce Place  
P.O. Box 900  
Upper Marlboro, MD 20772

EXHIBIT "A"

DESCRIPTION OF PROPERTY

BEING KNOWN AND DESIGNATED as Lots 1 thru 80 inclusive, all as shown on the Plat entitled "LAUREL HIGHLANDS", which are recorded among the Land Records of Anne Arundel County in Plat Book 102 folios 37 thru 40.

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 503 PAGE 608

Identifying File No. 264161

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 Revere Printing, Inc.  
Address 8234 Telegraph Road Odenton, MD 21113

2. SECURED PARTY

Name Interstate Printing Equipment  
Address 12351 Wilkins Avenue Rockville, MD 20852  
Signal Capital Credit Corporation Liberty Lane Hampton, NH 03842  
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) Aurelia 125NP single color s/n 150057 w/electro spray system, jet spray.
- (1) Rollem Auto 4-Mark III s/n \_\_\_\_\_
- (1) Nuarc Halide Platemaker s/n \_\_\_\_\_
- (1) Di Ffusion Transfer Processor s/n \_\_\_\_\_ w/all standard and accessory equipment all additions, modifications, improvements, replacements, thereto and therefor, whether now owned or hereafter acquired.

Name and address of Assignee:  
Signal Capital Credit Corporation  
Liberty Lane  
Hampton, NH 03842

Tax already paid at Department of Assessments and Taxation, Maryland

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)

*Norman J. Meyer*  
(Signature of Debtor)

Mailed to Secured Party

Revere Printing, Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*Michael G. Smith*  
(Signature of Secured Party)

Interstate Printing Equipment  
Type or Print Above Signature on Above Line

RECORD FEE 11.00  
20-436 63501 714234  
OCT 16 86

1986 OCT 16 PM 44  
F. AUBREY COLLESON

